

Focus Auto Pte Ltd
UEN No. 201004495R
GST Reg. No. 201004495R
Tel : 6886 9097 Fax : 6481 9095
Email : claims@focusauto.com.sg

Date : 26/04/2021

BY E-MAIL / MAIL

Your ref : SKZ4848C

Our ref : SMR4600T

WITHOUT PREJUDICE

M/S AIG Asia Pacific Insurance Pte Ltd

78 Shenton Way, #07-16
Singapore 079120

Dear Sir/Madam,

ACCIDENT INVOLVING : SMR 4600T & SKZ4848C) ALONG BUKIT BATOK EAST AVENUE 4 TOWARDS BUKIT BATOK EAST AVENUE 2

DOA: 03/04/2021

TIME: 1030 HOURS

We refer to the above matter and write on behalf of HIPPO LEASING PTE LTD, the registered owner of SMR4600T in respect of the above accident.

We are instructed that the above accident was caused by your insured's negligent driving / or management of your insured vehicle. Your insured's vehicle SKZ4848C collided onto the rear portion of our client vehicle SMR4600T. As a result of the accident, our client has been put to loss and expenses, particulars of which are as follows : -

1. Cost of Repair	(\$4000 + 7% GST)	\$	4,280.00
2. Loss of Rental	(9 days x \$120)	\$	1,080.00
3. Buy 3rd Party Insurer's Search Fee		\$	2.00

Total Amount: \$ 5,362.00

Enclosed are the following documents for your perusal.

- 1) Driver's driving license / Identity card
- 2) Certificate of Insurance
- 3) GIA report
- 4) GIA Search (SKZ4848C)
- 5) Original repair claim
- 6) Car Rental Agreement / Receipt

The demand herein is in respect of our client's for damages pertaining to his motor vehicle and any settlement following or subsequent to this demand shall not prejudice any claim in respect of personal injuries.

Kindly acknowledge receipt of the above said documents within 7 days and your favourable reply is deeply appreciated.

Yours faithfully,


Jenny Koh
Claims Executive
HP: 8139 9800

Jenny Koh

LETTER OF AUTHORIZATION

DATE : 03/04/2021

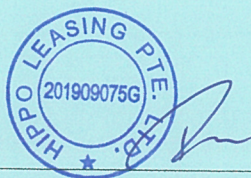
To : _____

RE: ACCIDENT INVOLVING VEHICLE NO. SMR H6007 & SKR H848 <
BUKIT BATOK EAST AVENUE 4 TOWARDS BUKIT BATOK
ALONG EAST AVENUE 2 ON 03/04/2021

I / WE HIPPO LEASING PTE LTD of (NRIC / ROC NO.) 2019090756
OF 210 TURE DUB ROAD #LOT 186 THE GRANDSTAND MARK SINGAPORE 287995.

Owner of vehicle no. SMR H6007 in consideration of M/S **FOCUS AUTO PTE LTD** repairing my / our vehicle SMR H6007 at my / our instruction and hereby authorize **FOCUS AUTO PTE LTD** to demand claim settle receive whatever amount settled / payable by the Insurance Company and / or third party or to commence legal proceeding. If necessary, under my name, for the cost of repairs, car rental and / or loss of use, etc and to their appointing Solicitor to act for me / us in respect of the said accident / claim and all claimed and / or settled shall belong to them absolutely.

I further agree and undertake to indemnify them against the above mentioned claim cost which may arisen therewith.



Signature of Owner : _____
(Company's chop – if any)

Name of Owner : HIPPO LEASING PTE LTD

NRIC No : 2019090756

RELEASE VOUCHER
(AIG Asia Pacific - Express Third Party Claim)

“We/I, **FOCUS AUTO PTE LTD** (“the workshop”) hereby confirm that we/I have reached an agreement with the appointed surveyor of AIG Asia Pacific Insurance Pte Ltd **LKK AUTO CONSULTANTS PTE LTD** (name of surveyor) with respect to the amount claimed for **S\$4,800.00** (Global Sum) for vehicle no. **SMR 4600T** that was damaged pursuant to the accident which occurred on **03/04/2021** (date) along **BUKIT BATOK EAST AVE 4 TWDS BUKIT BATOK EAST AVE 2** involving vehicle no/s **SKZ 4848C**.

This is pursuant to the inspection conducted on **09/04/2021** (date) at “the workshop”.

We/I confirm that we/I are/am authorized by the owner **HIPPO LEASING PTE LTD** (“the third party claimant”) of vehicle no. **SMR 4600T** make the claim as set out in the above paragraph and we/I have full authority to settle the matter on his/her behalf in a manner that we/I deem fit. We/I enclose herein the letter of authority given by “the third party claimant”.

We/I further confirm that we/I will indemnify AIG Asia Pacific Insurance Pte Ltd for all damages, loss and/or expense that they will or have already incurred in the event that “the third party claimant” after the above said agreement lodges a further claim against the former for any loss and expenses suffered pertaining to costs of repairs and/or rental and/or loss of use pursuant to the damage to **SMR 4600T** (vehicle no.) as a result of the accident.

We/I confirm that the agreement reached above is in full and final settlement of any claim of “the third party claimant” pursuant to the accident and that further this settlement is reached on a without prejudice and without admission of liability basis.

This agreement is subject to the application of Singapore law and the Singapore Courts have exclusive jurisdiction over any dispute arising out of the same.

Dated this 21 (day) of June (month) 2021 (year)



Signed by appointed surveyor



Signed by “the workshop” (with chop)

Focus Auto Pte Ltd

Business Reg. No: 201004495R

GST Reg. No: 201004495R

No 1 Kaki Bukit Ave 6 Autobay

#02-50 Singapore 417883

Date : 26/04/2021

HIPPO LEASING PTE LTD

C/O NO 1 KAKI BUKIT AVENUE 6

AUTOBAY #02-48/50

SINGAPORE 417883

MOTOR VEHICLE NO : SMR4600T

HYUNDAI / AD AVANTE 1.6 GLS (A)

REPAIR CLAIM

S 4,000.00

LUMP SUM

Sub- total : S 4,000.00

7% GST : S 280.00

Total : S 4,280.00

SINGAPORE DOLLARS : FOUR THOUSAND TWO HUNDRED AND EIGHTY ONLY.



HIPPO LEASING PTE LTD

NO. 210 TURF CLUB ROAD, THE GRANDSTAND CAR MALL, LOT A8, SINGAPORE 287995

Tel: 6465 0020 Fax: 6465 0017 Email: leasing@teckwei.com.sg

TERMS AND CONDITIONS

IT IS NOW AGREED AS FOLLOWS:-

1. Leasing

We, the Company, agree to lease to you ("the Hirer") and you agree to accept the lease of the Vehicle described in the Schedule above on the terms and conditions set out in this Agreement including the Schedule.

2. Lease Period and Renewal

The lease shall commence from the Commencement Date, and shall continue for the duration of the Lease Period subject to any early termination in accordance with the terms and conditions of this Agreement.

3. Deposit

- (a) You shall pay an 'Interest Free' Deposit as prescribed in the Schedule upon signing this Agreement. Upon the termination of this Agreement and if you should duly perform and observe the covenants, conditions, stipulations, undertakings and agreements contained herein, the Deposit shall be returned to you free of interest.
- (b) The Hirer shall maintain the Deposit at the same amount throughout the Lease Period. Without prejudice to the Hirer's obligations under this Agreement, the Hirer shall be entitled at the Company's discretion at any time to apply the Deposit or any part thereof towards the discharge wholly or in part of any obligation or liability of the Hirer under this Agreement.
- (c) The Deposit shall not be deemed to be or treated as payment of the Lease Charges nor shall you be permitted to deduct or set-off the Deposit or part thereof from any of the Lease Charges or any other amounts due or payable by you to the Company.

4. Delivery of Vehicle

You shall:

- (a) Take collection of the Vehicle upon notification by the Company that the Vehicle is ready for collection. If you refuse or are unable to do so for any reason within seven (7) days after the date of the said notification, the Company will be entitled to (but will not be bound to do so) terminate this Agreement and you shall be liable to the Company for all loss and damages suffered by the Company as a consequence of your breach, such loss and damages shall be determined as stipulated under Clause 16 below. The Company shall be entitled to forfeit the Deposit without notice to you as compensation for your breach.
- (b) Inspect the Vehicle upon taking collection and notify the Company forthwith of any defect by stating the same in writing to the Company. If you fail to notify the Company in writing within (5) days of collecting the Vehicle, the Vehicle shall be deemed to have been inspected by you and delivered to you in a good roadworthy and satisfactory condition. You acknowledge that upon taking delivery of the Vehicle, you have inspected the Vehicle and all conditions and warranties relating to the condition of the Vehicle as to the fitness or suitability for the particular or any purpose for which you have leased the Vehicle, whether express or implied, are expressly excluded.

5. Lease Payments

- (a) During the Lease Period, you shall pay the Lease Charges together with all applicable charges, levies, taxes (including GST) to the Company by the Payment Date without demand or invoice. Payment of the Lease Charges shall commence on the Commencement Date. The subsequent payments of the Lease Charges shall be due and payable in advance on Payment Date.
- (b) Direct Debit (GIRO) payment is compulsory in the duration of the lease period. No cancellation of GIRO is allowed. A penalty of Fifty Dollars (\$50.00) will be charge per month if Hirer terminated the GIRO facility without informing the Company.
- (c) Punctual payment shall be the essence of this Agreement and you shall be deemed to have repudiated this Agreement if any of the Lease Charges or part thereof shall remain unpaid after becoming due (whether or not any formal demand has been made).
- (d) Time shall be the essence of this Agreement, both as regard the dates and periods mentioned and as regards any dates and periods which may be substituted for them in accordance with this Agreement or by agreement in writing between the Parties.
- (e) Your liability to pay the Lease Charges will be a continuing obligation notwithstanding any other provision in this Agreement and regardless whether the Vehicle is under repair, servicing or unavailable for use.

6. Default Interest and Late Payment Charges

In addition and without prejudice to the Company's rights and remedies under this Agreement, if the Lease Charges or any sums, charges, costs or expenses under this Agreement are not paid on its due date (whether formally demanded or not), you shall pay to the Company default interest at the rate of 1.25% per month (on such overdue Lease Charges or other sums from the date or dates when the same fall due up to the date of actual payment (both before and after judgment) together with a late payment charge of \$50.00 per overdue Lease Charge. Any payment received by the Company will be appropriated first towards the interest payment and other charges due and lastly towards the payment of the Lease Charges.

7. Custody and use of the Vehicle

From the Commencement Date and throughout the Lease Period, you represent and warrant to the Company that:

- (a) The legal and beneficial interest over the Vehicle shall remain at all times with the Company. In this regard, you shall not cause, permit or suffer the Vehicle to pass out of your custody, possession or control, not to part with the possession nor to lend, sell, let, charge or in any way deal with or dispose of or attempt to deal with or attempt to dispose of the Vehicle; not to represent yourself to be the owner, nor to hold yourself out as being so, nor to do or suffer any act or thing to be done whereby you may be reputed to be the owner of the Vehicle, nor to take or send or use the Vehicle or permit the same to be taken or sent out of or used outside Singapore and not to transfer the registration of the Vehicle; not to use the Vehicle or permit or suffer the same to be used contrary to any written law, rule or regulations, or for any unlawful



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- purpose; not have or be deemed to have any authority to pledge the Company's credit for the repair or replacement of the Vehicle or any parts thereof or otherwise or to create lien upon the Vehicle for any other purpose whatsoever.
- (b) You shall ensure that the authorized drivers named in the Schedule above be duly licensed and hold valid drivers' licences as required under the law;
 - (c) You shall use the Vehicle solely for such personal, social, domestic, and such other work - related purposes as approved by the Company in writing;
 - (d) You shall warrant and undertake that the Vehicle will be handled in a skilful and proper manner by you and the authorized drivers named in the Schedule. You have informed the Company in writing that you and the authorized drivers named in the Schedule are nominated person(s) stated in the insurance proposal collectively, "Nominated Person", who shall be competent to use the Vehicle (including being duly licensed and holding a valid driver's license as required under the law) and you and/or the Nominated Person shall not use the Vehicle beyond its specified capabilities or otherwise than for its original purpose or function;
 - (e) You shall warrant and undertake that the Nominated Person shall not be less than 22 years of age and not more than 70 years of age, and shall have not less than 1 year of satisfactory driving experience in the same class of vehicles as the Vehicle and holds a valid Singapore driving licence of the same class as the Vehicle, and shall not be suffering from any physical infirmity or uncorrected defective vision or hearing or any state or condition which may adversely affect the driving ability;
 - (f) You shall keep the Vehicle free from distress, execution or any form of legal or enforcement action;
 - (g) You shall assume all responsibilities, liabilities and risks for the Vehicle and the custody and the use thereof and for all injuries to and or deaths of persons, and loss and damage to property however caused by or arising from the use of the Vehicle;
 - (h) You shall bear the cost of the repair or rectification of any loss or damage to the Vehicle resulting from the use of the Vehicle;
 - (i) You shall install, pay for and reimburse the Company all costs incurred in respect of the supply, fitting and use of any accessories, extras or additions which may be which are fitted to the Vehicle at your request or by you; and
 - (j) You shall not, without the Company's prior written consent, make any alterations, additions, or improvements to the Vehicle or any changes of the working order or function thereof, and where such written consent is given, you shall at your own expense, reinstate the Vehicle to its original state if so required by the Company upon the termination of this Agreement. All additions, replacements or improvements made to the Vehicle (with or without our consent) shall be deemed to form part of the Vehicle and be the Company's property.

8. Articles in the Vehicle

If the Vehicle is repossessed or returned, the Company shall not be responsible or liable for any property or article alleged to have been left in the Vehicle by you or any third party. Should any such property or article be found in the Vehicle by the Company, then unless the same is collected by you within seven (7) days after the date of the Vehicle's repossession or return, whether or not a written notice is sent or delivered to you, the Company shall be at liberty to sell the property or article, to any person and at any time and price as the Company and in the Company's absolute discretion deems fit without further notice or liability to you.

9. Road Tax / Maintenance and Service / Access to the Vehicle

- (a) The Company will be responsible for the payment of licence duties taxes fees registration charges and all other similar payments (including without limitation road taxes) in relation to the use of the Vehicle;
- (b) The Company may from time to time arrange to have such periodic inspections, routine maintenance, servicing and testing performed on the Vehicle. In order to facilitate the same, you shall deliver up the Vehicle or allow the Vehicle to be collected by the Company for such purposes;
- (c) The Company shall pay for repairs and replacements of parts which may be recommended due to fair wear and tear. You shall pay for any maintenance, servicing, repairs, or replacement of parts caused by your negligence, failure to use the Vehicle for its proper purposes or breach of your obligations herein;
- (d) You shall permit the Company and any person(s) authorized by the Company to enter the car park or the premises at or in which the Vehicle is for the time being parked or kept to inspect, test, adjust, repair or replace the Vehicle;
- (e) If the Vehicle breaks down (otherwise than by reason of any accident, theft, vandalism or any cause due to your act or neglect) during the Lease Period, recovery and replacement services will be provided to you without any charge up to once each year of the Lease Period, the first year commencing from the Commencement Date, and thereafter at such rates as determined by the Company from time to time. A replacement vehicle of similar make and model ("Replacement Vehicle") will be provided to you only if the Vehicle is not available for your use for more than 12 hours. The Replacement Vehicle is strictly subject to availability, and shall be solely for your use (subject to the terms and conditions herein as if the Replacement Vehicle is the Vehicle). You shall return the Replacement Vehicle immediately upon notification by the Company to you that the Vehicle is ready for your collection.

10. Indemnity

You shall hold the Company harmless and indemnify the Company against all fines, penalties and liabilities imposed on the Company or arising in respect of any non-compliance or contravention of any transport, traffic or other law or regulation, claims, actions, suits, proceedings, costs, expenses, damages, loss and liabilities (including legal costs on an indemnity basis) arising out of, connected with or resulting from this Agreement and the Vehicle, including but not limited to the possession, presence, use, operation, repossession or return of the Vehicle and enforcement of the terms of this Agreement. In the event the Vehicle is lost, damaged or destroyed for any reason whatsoever regardless whether the same is due to your fault or neglect, the Hirer shall pay the Company the full cost of the Vehicle or the cost of obtaining an equivalent replacement vehicle (less any insurance proceeds, if applicable) as well as compensate the Company for the loss of use (rentals) of the Vehicle for the period required to obtain the replacement vehicle plus all administrative and incidental costs and expenses including legal costs on an indemnity basis.



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Tel 6465 0020 Fax 6465 0017 Email leasing@leackwa.com.sg

11. Accidents/Breakdown

- (a) You shall give immediate notice in writing to the Company of any loss, damage or destruction and to maintain on the Vehicle any insignia, identification or maker's marks or plates as required by the Company and shall not remove or deface the same.
- (b) If the Vehicle is involved in an accident resulting in injury or death to persons, or loss or damage to property or the Vehicle, you shall immediately notify the Company, the insurance company and the police and other relevant authorities in writing no later than 24 hours after the accident. You shall not make any compromise, offer, promise of payment, payment of fine or indemnity without written instructions from the Company, the Company's solicitors or the Company's insurance company. You shall arrange for the Vehicle to be delivered to the Company's authorised workshop or such other designated place as the Company may inform you from time to time at your own cost and expense and, without prejudice to any other provisions in this Agreement, you shall only be entitled to the use of the Vehicle upon certification in writing that the Vehicle is ready for your collection. You hereby unconditionally and irrevocably assign absolutely all your rights, titles and interests in the claims, including insurance claims and loss and damage claims arising from or in connection with the accident to the Company.
- (c) For travel outside Singapore, you shall be responsible to ensure that there is appropriate insurance coverage for the Vehicle acceptable to the Company acting in its sole discretion and you shall be responsible for the return of the Vehicle back to Singapore at your own cost irrespective of any other conditions specified in this Agreement. You shall be fully liable for all costs, damages, losses, injuries and or deaths arising from or incurred during the trip.

12. Insurance

During the Lease Period:

- (a) The Company will arrange to insure the Vehicle against the risks described in the Schedule. The Hirer shall be fully responsible for any loss or damage not covered by the insurance. The Company will apply for the insurance coverage with an insurance company approved by the Company at its sole and absolute discretion. The Hirer undertakes to strictly comply with the terms and conditions of the insurance policy.
- (b) The insurance will only cover the Vehicle while in the possession of the Hirer or the authorized drivers arising in the course of use of the Vehicle. For the avoidance of doubt, the insurance cover is solely for the Company's benefit and any insurance proceeds or benefits received shall not reduce or release the Hirer from his liabilities to the Company. The Hirer shall be liable to the Company for the Excess Amount as stated in the Schedule on a per accident per claim basis in respect of the risks described in the insurance policy.
- (c) In the event the Vehicle is involved in an accident or a claim is made under the insurance for any reason whatsoever, the Hirer agrees that the Company reserves the right to increase the Excess Amount at its sole and absolute discretion for the Vehicle and any other vehicle(s) leased by the Company to the Hirer under any lease agreement. In addition, the Hirer shall further be liable to the Company for any increase in insurance premiums arising from any claims made to the insurers during the Lease Period.
- (d) The insurance policy does NOT cover and will be automatically cancelled for any one driving under the influence of alcohol, intoxicants, medication or drugs which will affect his or her ability to drive or operate the Vehicle and any other exceptions and restrictions as provided in the insurance policy. The Hirer will be fully responsible and liable for all loss, damages, costs, injury or death relating to the Vehicle and any third party claims.

13. Termination by You

- (a) Subject to the provisions of Clause 13(b) of this Agreement, you may at any time before the expiry of the Lease Period, terminate this Agreement by giving the Company not less than one month's notice in writing to that effect.
- (b) The notice given under Clause 13(a) shall be accompanied by payment in full (without deduction, set-off, counterclaim or withholding) of such sum as shall be equivalent to:-
 - (i) All arrears of the Lease Charges, late payment charges and other sums accrued due and unpaid at the date of termination;
 - (ii) Loss and damages for early termination calculated as liquidated damages based on the aggregate sum of the Lease Charges for the remainder of the Lease Period. You hereby agree that these damages are genuine estimates of our losses and damages suffered by the Company by reason of your early termination of this Agreement; and
 - (iii) The costs of all repairs and reinstatement required to be done to the Vehicle to put it in a condition in which the Vehicle was first obtained by you under this Agreement.

14. Termination by the Company

The Company may on any breach by you of any of the provisions of the Agreement terminate this Agreement with seven (7) days written notice to you and on such termination, this Agreement and the lease constituted by this Agreement shall determine and you shall no longer be in possession of the Vehicle with the Company's consent.

15. Automatic Termination

Upon the occurrence or threatened occurrence of any of the following events:-

- (a) the Hirer shall default in payment of any of the Lease Charges or other monies payable hereunder;
- (b) the Hirer has made any representation or warranty to the Company in connection with this Agreement which is unfair or untrue or incomplete or if any such representation or warranty shall be breached or proven to be incorrect or incomplete in any material respect;
- (c) the Hirer or Guarantor is or shall be convicted of any offence involving fraud or dishonesty;

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- (td) in the case of the Hirer or Guarantor being a company or a corporation, if there is any change (which the Company considers as material in its sole and absolute discretion) in the composition of the shareholders or of control of the Hirer or Guarantor shall have taken place without the prior consent of the Company;
- (te) in the case of the Hirer or Guarantor being a partnership or an LLP, the dissolution of the Hirer or Guarantor, or the bankruptcy, death, resignation, withdrawal or insolvency of any of the partners of the Hirer or Guarantor;
- (tf) where any indebtedness of the Hirer or Guarantor under any other contract or agreement becomes due and payable before its stated maturity;
- (tg) the Hirer or Guarantor shall do or threaten to do any act, which in the opinion of the Company may prejudice or jeopardise the Company's property or right in the Vehicle;
- (th) if the Hirer or Guarantor takes any action or step for bankruptcy or voluntary arrangement in any jurisdiction, or any proceedings for bankruptcy is commenced or threatened against the Hirer or Guarantor;
- (ti) if the Hirer or Guarantor stops, suspends, threatens to stop or suspend their indebtedness, proposes to make a general assignment or arrangements or composition with or for the benefit of their creditors or a moratorium is agreed or declared in respect of or affected their indebtedness;
- (tj) if the Hirer or Guarantor shall be unable or presumed unable to pay debts as they fall due under the Bankruptcy Act (Cap. 20) or Companies Act (Cap. 50) (as the case may be), or if the Hirer or Guarantor being a company, proceedings for judicial management, receivership or winding up (whether voluntarily or otherwise) are commenced or threatened against it or resolutions for the same are passed;
- (tk) if the Hirer or Guarantor shall permit any court judgment or order in any jurisdiction or any arbitral award against the Hirer to remain unsatisfied for more than 7 days;
- (tl) any execution is levied or threatened upon or against any of the Hirer's or Guarantor's property or if any application is made under the Distress Act (Cap. 84) or any statutory modification thereof or any other statutory provision for the issue of a writ of distress against the Hirer with respect to the Vehicle or any part thereof or with respect to any other property of the Hirer or Guarantor or if any distress shall be levied or threatened against the Vehicle or against any property of the Hirer or Guarantor;
- (tm) if the Hirer shall abandon the Vehicle or do or suffer to be done any act or thing whereby the Company's rights hereunder or rights or property to the Vehicle shall or may be prejudiced or jeopardized;
- (tn) if the Hirer shall use or permit the Vehicle to be used in breach of the terms of the motor insurance policy;
- (to) if the Vehicle is removed or concealed, or caused or permitted to be removed or concealed by the Hirer;
- (tp) if the Hirer or Guarantor commits any breach or default under any other agreement between the Company and the Hirer or Guarantor (as the case may be);
- (tq) if the Vehicle is lost or damaged beyond repair;
- (tr) if the Hirer or the Guarantor dies or is declared by a Court of competent jurisdiction to be mentally unsound or otherwise incapable of handling his and/or their affairs;
- (ts) if the Hirer or any other person authorised by the Hirer to drive the vehicle is or become subject to a disqualification from holding or obtaining a driving licence under the Road Traffic Act (Cap. 276) or any other relevant statutory provision;
- (tt) if the Vehicle is used in the commission of any offence or contrary to any law;
- (tu) if the Vehicle is seized, confiscated, or forfeited by the Court or any government body;
- (tv) if any suit, proceedings or action of any kind whatsoever including but not limited to litigation, enforcement, arbitration, administrative, criminal, bankruptcy and/or winding up proceedings shall be commenced, threatened or continued against the Hirer or the Guarantor;
- (tw) any event occurs which, under the law of any relevant jurisdiction, has an analogous or similar effect to any of the events hereinabove;
- (tx) any of the foregoing events or analogous events or proceedings occur in relation to any Guarantor; or
- (ty) any of the foregoing events or analogous events or proceedings occur in any other jurisdiction;
- then this Agreement shall automatically and without notice determine and thereupon you shall cease to be in possession of the Vehicle with the Company's consent.

16. Your Liability on Termination by Us/Automatic Termination

Upon the termination of this Agreement under Clauses 14 or 15 above, the Company shall be entitled to forfeit the Deposit with least notice to you as compensation for your breach and you shall be liable to pay the Company (in addition to all other sums which shall be owing to the Company):-

- (a) All arrears of the Lease Charges accrued due and unpaid up to the date of termination plus Default Interest and Late Payment Charges (both before and after judgment);
- (b) Loss and damages for breach of this Agreement calculated as liquidated damages based on the aggregate sum of the Lease Charges for the remainder of the Lease Period. You hereby agree that these damages are genuine pre-estimates of our losses and damages suffered by the Company by reason of the early termination of this Agreement; and
- (c) The costs of all repairs and reinstatement required to be done to the Vehicle to put it in a condition in which the Vehicle was first obtained by you under this Agreement.

17. The Company's Right to Repossess

- (a) Upon termination of this Agreement, the Company may without notice regain possession of the Vehicle and may for that purpose, by the Company's servants or agent without previous notice, enter upon any land or premises on or in which the Vehicle is believed by the Company to be situated. If the Company is unable to repossess the Vehicle or recover the Vehicle, you shall in addition to and without prejudice to any other provisions herein, be liable for the costs and expenses incurred in procuring a replacement vehicle of similar make and year;
- (b) For the purpose of taking possession of the Vehicle in accordance with this Agreement, you agree that the Company, its servants and agents shall be entitled to enter upon the premises or place occupied by you or in your possession in which the Vehicle may be found at the time of



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taking possession

- (c) All costs and expenses (including legal costs on a full indemnity basis) incurred by the Company in regaining possession of the Vehicle shall be borne by you on a full indemnity basis.

18. Delivery Up of the Vehicle

Without prejudice to Clause 17, upon the termination of this Agreement, you shall at your own costs and expense, deliver up the Vehicle to the Company's address stated above or at such other address as the Company may specify, or if required by the Company and held the Vehicle available for the Company's collection at your costs and expense. The Vehicle shall, in any event, be returned to the Company together with the user manual(s), instruction booklet(s) and other similar documents, all accessories and fittings (including the stereo system), tools and any other items supplied with the Vehicle. You shall be liable for additional charges at the rate of one eighth (1/8) the daily rate for each overdue hour for the late return of the Vehicle.

19. Goods and Services Tax

You shall also pay to the Company in addition to any amount payable by you to the Company under this Agreement, any GST payable in respect of that amount (and references in this Agreement to that amount shall be deemed to include any such taxes payable in addition to it).

20. Payments and No Set-off

You agree that the Company may at any time withhold and retain any monies due or owing to you by the Company and apply these monies in reduction of monies due or owing by you to the Company. All payments to be made by you to the Company shall be made in full without set-off, counterclaim or any other deduction or withholding whatever or unless such deduction or withholding is required by law in which event you shall make such further payment or payments to the Company to ensure that the amount actually received by the Company shall be equal to the amount the Company would have received had no such deduction or withholding been required.

21. Entire Agreement

This Agreement and the documents referred to herein embodies all the terms and conditions agreed upon as to the subject matter referred to herein and parties agree that no variations hereof shall be effective unless made in writing. This Agreement constitutes the final agreement between parties and supercedes and cancels in all respects all previous agreements, indulgences and undertakings amongst the Parties, whether written or oral. The parties agree that in entering into this Agreement, they have not relied on any previous representations, agreements, indulgences and/or undertakings.

22. Variation

No variation of this Agreement shall be effective unless made in writing and signed by or on behalf of the Parties. Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied.

23. Illegality and Severability

In case any provision in this Agreement shall be, or at any time shall become invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provision of this Agreement but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

24. Indulgence and Waiver

No forbearance or indulgence on the part of the Company to the Hirer in enforcing the terms of this Agreement shall in any way diminish, restrict or prejudice the rights of the Company under this Agreement or shall operate as or be deemed a waiver of any breach of the terms on the part of the Hirer.

25. Legal and Other Costs

You shall be liable to the Company and shall indemnify the Company for all costs and expenses (including legal costs on a full indemnity basis) incurred or suffered by the Company in the exercise of any of the Company's rights and remedies in enforcing any of the provisions of this Agreement including ascertaining the whereabouts of the Vehicle, or regaining possession of the Vehicle and preserving and storing the Vehicle thereafter and of any legal proceedings taken by the Company to enforce or attempting to enforce the provisions of this Agreement.

26. Notice

All notice or other communication to be given under this Agreement shall be in writing. Any notice required or permitted to be given to you under this Agreement shall be validly given if sent by prepaid ordinary post to you at the address in the Schedule or to any business or your last known address and shall, if sent by post, be conclusively deemed to have been received by you on the next day after the date of posting.

27. Authorization and Consent

The Hirer consents to and (where relevant) shall procure that all relevant individuals whose personal data has been disclosed to the Company by or through the Hirer collectively "Relevant Individuals") consent to agents and advisers collecting, using or disclosing such information relating to the individuals, including details of its accounts to its head office, other branches, regional offices, representative offices or affiliated

HIPPO LEASING PTE LTD



NO. 210 TURF CLUB ROAD, THE GRANDSTAND CAR MALL, LOT A8, SINGAPORE 287995

Tel: 6465 0020 Fax: 6465 0017 Email: leasing@teckwei.com.sg

companies or any governmental agencies or authorities (whether within or outside Singapore) or any potential assignee or transferee or persons who have entered into or who are proposing to enter into contractual arrangements with the Company to the extent that the information is personal data, in connection with the purposes set out in the Company's Data Protection Policy (available on request), or as is otherwise required or permitted in accordance with applicable law.

28. Assignment by the Company

The Hirer may not assign its rights nor transfer its obligations or any part thereof under this Agreement. The Company shall be entitled to assign or transfer any part or all of its rights and or obligations under this Agreement.

29. Certificate

Any demand, notification or certificate given by any of the authorized officer of the Company specifying amounts due and payable under or in connection with any of the provisions of this Agreement shall, in the absence of manifest error, be final, conclusive and binding on the Hirer.

30. Contracts (Rights of Third Parties) Act (Cap. 53B)

A person who is not a party to this Agreement shall have no rights to enforce any of its terms under the Contracts (Rights of Third Parties) Act (Cap. 53B).

31. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Singapore. The Hirer hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore or any other Court as the Company may elect.

32. Interpretation

In this Agreement unless the context otherwise requires:

- (a) "The Vehicle" shall include all tyres, tools, additions, equipment and accessories thereto and all replacements and renewals thereof whether made before or after the date of this Agreement;
- (b) The captions to the clauses of this Agreement are for reference only and not an aid in the interpretation of the provisions of this Agreement;
- (c) Words importing the singular number shall include the plural number and vice versa;
- (d) Words importing only one gender shall include the other gender;
- (e) "Person" and "Party" shall include any company, association, or body of persons, incorporated or unincorporated;
- (f) "Parties" means the parties to this Agreement and "Party" means any of them;
- (g) "Business Day" means any day other than a Saturday, Sunday or a gazetted public holiday;
- (h) The expression "the lease" shall mean the lease created or effected under this Agreement; and
- (i) If there is more than one hirer of the Vehicle named in this Agreement, all of such persons shall be jointly and severally liable for all obligations and undertakings of the Hirer of the Vehicle in this Agreement.

Signed by the Hirer

Name: EE SEE CHIEW
Designation:
Company Stamp:

Signed for and on behalf of
Hippo Leasing Pte Ltd



Name: KOH YI QUAN
Designation: SALES EXECUTIVE
Company Stamp:

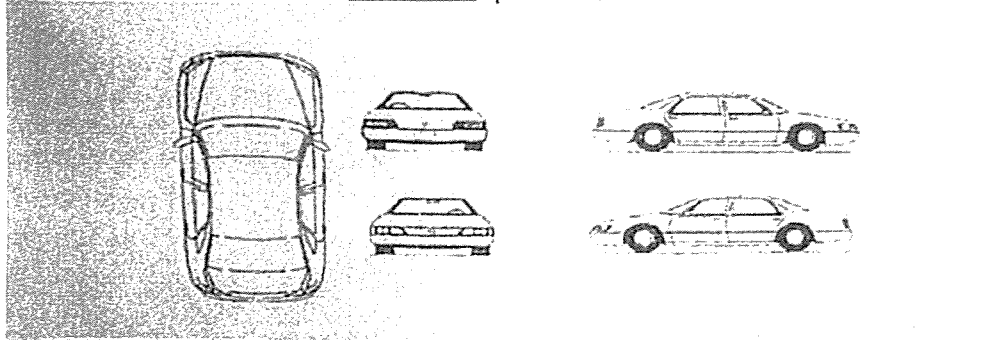
HIPPO LEASING PTE LTD

210 TURF CLUB ROAD, THE GRAND STAND CAR MALL LOT A86, SINGAPORE 287995
 CO REG : 2019090780 TEL : 64680030 FAX : 64680017
 EMAIL : LEASING@GMAIL.COM.SG



VEHICLE RENTAL AGREEMENT

Hirer's Particular		Veh No: SMR4600T		Replace Veh No: SMR4568D	
Name: (as in I/C) BE SEE CHIEW		Mileage Out:		Mileage Out:	
NIRC / PASSPORT No: S1742317G		Make & Model: HYUNDAI		Make & Model: HYUNDAI	
Address (Res): BLK 683C JURONG WEST		Auto/Manual: AVANTE 1.6A		Auto/Manual: AVANTE 1.6A	
ST 04 #13-137 S643683		OUT : Date		OUT : Date 05/04/2021	
Name & Address of Employer:		OUT : Time		OUT : Time 10:30am	
Occupation:		Driving Exp:		RENTAL CHARGES	
D/I No:		D/I Type: Local/International		Daily	
Pass Date:		Date of Birth:		Weekly	
Tel: (O) (R) (HP) 97706574				Monthly	
ADDITIONAL DRIVER'S PARTICULARS				Hours	
Name: (as in I/C)				Others	
NIRC / PASSPORT No:				CDW	
Pass Date:		Date of birth:		PAI	
Address (Res):				Delivery Service	
Tel/HP:				Sub - Total \$ 1080 80	
		Refundable Deposit:			



COLLECTION OF VEHICLE			RETURN OF VEHICLE		
CHECKED OUT BY	MILEAGE OUT IN KM	FUEL LEVEL	IN DATE	TIME	MILEAGE / IN KM
		%			%
			CHECKED IN BY		

Hirer's Signature	Additional Driver's Signature
-------------------	-------------------------------

I/We agreed to the terms and conditions above, overleaf and that all information given are true & correct in all respect. My/Our driving Licence(s) is/are current and not disqualified from driving.

*IMPORTANT

1. ONLY PERSONS ABOVE 25 YEARS OF AGE WITH MORE THAN 2 YEARS DRIVING EXPERIENCE, AUTHORISED, LICENSED AND SIGNING THIS AGREEMENT MAY DRIVE THE VEHICLE.

2. VEHICLE IS STRICTLY FOR SINGAPORE USE ONLY AND MAY NOT DRIVEN OUT OF SINGAPORE WITHOUT PRIOR CONSENT OF THE COMPANY.

TW PREMIUM AUTOMOBILE PTE LTD

3. IN THE EVENT OF AN ACCIDENT, THE HIRER OR AUTHORIZED DRIVER:

- shall report all accidents involving the said vehicle to the Owner immediately;
- shall take immediate steps to complete and sign Form MAR 1 (Motor Accident Report form) and do all other acts required in compliance with the "NON-INJURY MOTOR ACCIDENT REPORT SCHEME" (the form will be made available when the accident is report to the Owner);
- shall report to the police within 24 hours from the occurrence, following types of accident :-
 - Injury case;
 - non-injury case involving a Government vehicle, or damage to Government property;
 - non-injury case involving a foreign vehicle (to obtain their motor insurance policy, Passport no./Name of driver, Vehicle number, Log card and Vehicle road tax information);
 - non-injury case involving a pedestrian or cyclist;

RETURN OF VEHICLE - THE HIRER/DRIVER IS REQUIRED TO SIGN IN THE COLUMN "SIGNATURE OF HIRER/DRIVER" FOLLOWING WHICH THE DAY AND TIME INSERTED BELOW SHALL BE DEEMED TO BE THE DAY AND TIME THE VEHICLE IS RETURNED TO TW PREMIUM PTE LTD AND THE SAME SHALL BE ACCEPTED AS CONCLUSIVE EVIDENCE OF THE SAME SHALL NOT BE CHALLENGED OR QUESTIONED ON ANY ACCOUNT WHATSOEVER.

DATE IN	TIME IN	MILEAGE	CHECKED BY	REMARK	DEPOSIT REFUND	SIGNATURE OF HIRER/DRIVER
13/04/21	3:30pm				NIL	<i>[Signature]</i>

INSURER ENQUIRY

**Find
insurer**

Vehicle reg. no.

SKZ4848C

Date of Accident

03/04/2021 **Reset**

% RESULT & RECEIPT

TP Insurer Enquiry

Insurance **AIG Asia Pacific Insurance Pte....**Period of Insurance **26/01/2021 - 25/01/2022**Requested By **Jenny Koh Bian Leng (FOCUS ...**Requested Date **05/04/2021 15:25****Payment details**Request Amount: **S\$1.67**GST Amount: **S\$0.13**Total Amount Due (GST inclusive): **S\$2****General Insurance Association**

Records Management Centre

GST Registration No: **M400017735**

Hsiao Tong (LKKAuto)

From: Hsiao Tong (LKKAuto)
Sent: Wednesday, 21 April 2021 5:21 PM
To: kiathoon55@gmail.com
Subject: ACCIDENT INVOLVING SKZ 4848C(AIG) AND SMR 4600T AT/ALONG BUKIT BATOK EAST AVE 4 ON 03/04/2021

21 April 2021

Mdm Koh Lay Hoon
Driver: Mr Loh Han Kiat

[By Email Only]

Dear Sir/Madam,

You Ref: SKZ4848C
Our Ref: CC4/AIG21004533/Ups3
ACCIDENT INVOLVING SKZ 4848C(AIG) AND SMR 4600T AT/ALONG BUKIT BATOK EAST AVE 4 ON 03/04/2021

We refer to the above subject matter. We write to inform you that we are the loss adjuster appointed by your motor insurer, AIG Asia Pacific Insurance Pte. Ltd. to deal with the third-party claim against your policy.

We have received a claim from SMR4600T against your insurance policy.

Pursuant to the above said accident wherein you and/or your authorized driver had amongst other information given us your version of how the accident had occurred, we as the appointed agent of your insurers shall proceed to negotiate for an amicable settlement with third party claimant at best to avoid further litigation, which would escalate to even more cost.

If you have evidence/information to proof that we should not settle the third party claim, kindly let us have them in writing within the next 10 days i.e. **by 03/05/2021**, after we shall proceed with negotiation with Third Party claimant on the without prejudice basis and any settlement should not bind any claims whatsoever by you/your driver against the other party's insurer arising from this particular accident.

Please note that your No-Claim Discount (NCD) (if any) will be affected upon next renewal due to this Third-Party claim. However, if your policy has a NCD protector feature, it will be deemed utilized for this claim and your NCD will be protected.

Please call us if you have further queries.

Best Regards,

Hsiao Tong, Chew (Ms) | Case Handler

LKK Auto Consultants Pte Ltd

Phone: 6742-3197 | Email: chewht@lkkauto.com | Fax: 6741 4108

HQ : Blk 51, Paya Ubi Industrial Park, Ubi Avenue 1, #02-25 |

S(408933)

Claim Audit

AUDIT TRAIL				
No.	On	Audit	Remarks	By
1	09 Apr 2021 14:54	Clim Dtl Modified	Claimant's Name: -> -.	[A] Lee Su Li
2	09 Apr 2021 14:54	Clim Veh Model Changed	(206086) ADIVA AD1 200 190cc 3W.	[A] Lee Su Li
3	09 Apr 2021 14:54	Clim Created	Reg No: SMR4600T. Acct Date: 2021/04/03. Claim Type: TP. Insurer: AIG Asia Pacific Insurance Pte. Ltd. (SG). Workshop: Focus Auto Pte Ltd (HQ)	[A] Lee Su Li
4	09 Apr 2021 14:54	Adj Co Assigned	LKK Auto Consultants Pte Ltd (HQ):	[A] Lee Su Li
5	09 Apr 2021 14:54	Adj Next Rpt Changed	Next Rpt:Final Rpt.Due Date:2021/04/20	[A] Lee Su Li
6	09 Apr 2021 14:54	Adj Mandate Set	Approved:0.00.Reinsp:Adj decides.	[A] Lee Su Li
7	09 Apr 2021 14:54	Clim Ins Co Changed	[200005] AIG Asia Pacific Insurance Pte. Ltd. (SG) -> [203630] AIG Asia Pacific Insurance Pte. Ltd. (Ex press)	[I] Merimen Administrator
8	09 Apr 2021 14:54	Label Added	(19):Fastlane.	[A] Lee Su Li
9	09 Apr 2021 14:54	Adj Adjuster Assigned	[None] -> MARCUS CHUA	[A] Lee Su Li
10	15 Apr 2021 19:48	Video Downloaded	Downloaded Video - Accident	[A] MARCUS CHUA
11	21 Apr 2021 17:05	Video Downloaded	Downloaded Video - Accident	[A] CHEW HSIAO TONG
12	21 Apr 2021 17:21	Video Downloaded	Downloaded Video - Accident	[A] MARCUS CHUA
13	04 May 2021 16:45	Adj Rpt Initiated		[A] JOANNE LEE KHANG MIN
14	04 May 2021 16:45	Clim Dtl Modified	Claim Conclusion: -> 3.	[A] JOANNE LEE KHANG MIN
15	04 May 2021 16:45	Clim Dtl Modified	JPJ Reg. Date: -> 2020/01/08.	[A] JOANNE LEE KHANG MIN
16	04 May 2021 16:45	Clim Details Notified		[A] JOANNE LEE KHANG MIN
17	11 May 2021 09:01	Clim Veh Model Changed	(206086) -> (200324) HYUNDAI AVANTE 1.6 (A).	[A] CHEW HSIAO TONG
18	11 May 2021 09:02	Adj Mandate Request	Cur.Req:4982.00:Liability: 100%(B9) *Quantum: (a)CORw/GST: \$4,280.00 + (b)LOR(7days x \$100.00): \$700.00 + (c)Search fee: \$2.00 = Total: \$4,982.00 *5 recommendation repair days + 1Sunday + 1 PRS = 7days *For your approval please.	[A] CHEW HSIAO TONG
19	14 May 2021 09:26	Video Downloaded	Downloaded Video - Accident	[I] Yong, Joanne
20	14 May 2021 09:34	Adj Next Rpt Changed	Next Rpt:Final Rpt.Due Date:2021/04/20	[I] Yong, Joanne
21	14 May 2021 09:34	Adj Mandate Set	Approved:4982.00.	[I] Yong, Joanne

Date From   Date To   Audit Type

ACTIVITY

No record

Merimen Billing for this case - Transaction History

Bill Ref No	Bill Date	Bill Type	Acc Type	Acc Name	Co Name (Branch)	Ref 1	Ref 2	Amount
2685264	12 Apr 2021 14:26:18	Video Upload	Motor	AIG Asia Pacific Insurance Pte. Ltd.	AIG Asia Pacific Insurance Pte. Ltd. (SG)	SMR4600T	Low, Xianyu	xx.xx
2685269	12 Apr 2021	TP Case	Motor	LKK Auto	AIG Asia	SMR4600T	SKZ4848C	11.00

	14:32:18	(Insurer)		Consultants Pte Ltd	Pacific Insurance Pte. Ltd. (Express)			
2692075	04 May 2021 16:45:52	OD/TP Case (Adjuster)	Motor	LKK Auto Consultants Pte Ltd	LKK Auto Consultants Pte Ltd (HQ)	SMR4600T	SKZ4848C	11.00