Focus Auto Pte Ltd UEN No. 201004495R GST Reg. No. 201004495R Tel: 6886 9097 Fax: 6481 9095

Email: claims@focusauto.com.sg

: 26/04/2021 Your ref

Date

BY E-MAIL / MAIL

: 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: (SIMR4600T & 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 × \$120)	\$ 1,080.00
3.	Buy 3rd Party Ins	surer'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 Jenny Koh

Ms Executive

	LETTER OF AUTHORIZATION
DATE	1500/40/80
То	
RE: AC	CIDENT INVOLVING VEHICLE NO. SMR HUD 7 & SUR HOHS C BUILT BATOK SPATION SALVE H TOWARDS BUILT BATOK
ALONG	287/40/80 TAZILADSOS 4 LOPAKOS BAIRILIBALOK ON 03/04/5051
I/WE_	41PPD 15AVING P72 127) of (NRIC/ROCNO.) 239090756
OF <u>21</u>	TURE CUB RORD # LOT ABLE THE GRADSTAND MARK SINGAPORE 287995
Owner o	f vehicle no. SMR HLOD 7 in consideration of M/S FOCUS AUTO PTE LTD repairing my / our
vehicle_	at my / our instruction and hereby authorize FOCUS AUTO PTE LTD to demand
claim ser	ttle receive whatever amount settled / payable by the Insurance Company and / or third party or to commence
legal pro	ceeding. If necessary, under my name, for the cost of repairs, car rental and / or loss of use, etc and to their
appointir	ng Solicitor to act for me / us in respect of the said accident / claim and all claimed and / or settled shall belong
to them a	bsolutely.
I further	agree and undertake to indemnify them against the above mentioned claim cost which may arisen therewith.
	Q (201909075G) III

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

Name of Owner

HALD FRENCY DES PIG

NRIC No

: 2019U9DEG

Provide always that this discharge of my claim for damages relating to the damage to my vehicle shall not prejudice or affect or preclude me from making a further claim for general and special damages for my personal injuries sustained in the same accident.

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

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

This is pursuant to the inspection conducted on <u>09/04/2021</u> (date) at "the workshop".

We/I confirm that we/I are/am authorized by the owner <u>HIPPO LEASING PTE LTD</u> ("the third party claimant") of vehicle no. <u>SMR 4600T</u> 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 ______ (day) of ______ (month) 20 21 (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

HYUNDAL/ AD AVANTE 1.6 GLS (A)

REPAIR CLAIM \$ 4,000.00

LUMP SUM

Sub-total: S 4,000.00 7% GST: S 280.00

Total: \$ 4,280.00

SINGAPORE DOLLARS: FOUR THOUSAND TWO HUNDRED AND EIGHTY ONLY.



NO 210 TURE CLUB ROAD, THE GRANDSTAND CAR MALL, LOT AS, SINGAPORE 287995
Tel: 6465-0020 | Fax: 6465-0017 | Email leasing@teckwei.com.sg

JERMS AND CONDITIONS

IT IS NOW AGREED AS FOLLOWS: -

I. Leasing

We, the Company, agree to lease to you rithe Hiter") 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. Leave Period and Renewal

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

3. Deposit

- (a) You shall pay an 'Interest I ree' Deposit as prescribed in the Schedule upon signing this Agreement. Upon the termination of this Agreement and if you should daily perform and observe the covenants, conditions, stipulations, undertakings and ogreements contained herein, the Deposit shall be returned to you free of interest.
- (b) The Hirer shall manusain the Deposit at the same amount throughout the Leave Period. Without prejudice to the Hirer's obligations under this Agreement, the Hirer shall be entitled at the Company's description at any time to apply the Deposit or any part thereof towards the discharge wholly or in part of any obligation or hability of the Hirer under this Agreement.
- (ii) The Deposit shall not be deemed to be or treated as payment of the Lease C harges 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 refixe or are unable to do so for any reason within seven t71 days after the date of the said notification, the Company will be entitled to that will not be bound to do sor 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 supulated 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. It you fail to notify the Company in writing within (3) days of collecting the Vehicle, the Vehicle shall be deemed to have been inspected by yo to and delivered to you in a good roadworthy and satisfactory condition. You acknowledge that upon taking delivery of the Vehicle e, 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. Leave 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 1550 00) will be charge per month if Hirer terminated the GIRO facility without informing the Company.
- (c) Puretual payment shall be the essence of this Agreement and you shall be deemed to have repudiated this Agreement if my of the I case. Charges or part thereof shall remain unpaid after becoming due twhether 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 period; which may be substituted for them in accordance with this Agreement or by agreement in writing between the Parties
- ter Your liability to pay the Lease Charges will be a communing 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 Love 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 (in such eventue Lease Charges or other sams from the date or dates when the same fall due up to the date of actual payment (both before and ofter judgment) together with a late payment charge of \$\$30.00 per overdue Lease Charge. Any payment received by the Company will be appropriated first towards the inserest payment and other charges due and lattly towards the payment of the Lease Charges.

7. Custody and use of the Vehicle

From the Commoncement Date and throughout the Legge Period, you represent and warrant to the Company that.

tai. The legal and beneficial interest over the Vehicle shall remain at all times with the Company, in this regard, you shall not course permit or suffer the Vehicle to pass out of your custody, possession or control, not so part with the possession nor to lend, tell, let coharge 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 piedge the Company's credit for the repair or replacement of the Vehi ele or any parts thereof or otherwise or to create lien upon the Vehicle for any other purpose whatsoever.

- the You shall ensure that the authorized drivers named in the Schedule above be duly ficensed and hold valid drivers' ficences as required under the law:
- te) You shall use the Vehicle solely for such personal, social, domestic, and such other work related purposes as approved by the Company in writing:
- th You shall warrout and undertake that the Vehicle will be handled in a viriltal and proper manner by you and the authorized dri vers 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 teoflectively. "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 lawk 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.
- tor 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 I year of satisfactory driving experience in the same class of vehicles as the Vehicle and holds a valid S ingapore 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:
- 40. You shall keep the Vehicle free from distress, execution or any form of legal or enforcement action:
- 191 You shall assume all responsibilities. Tabilities 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:
- the 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, fixing and use of any accessories, extras or additions which may be which are fitted to the Vehicle at your request or by your 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.

3. Articles in the Vehicle

If the Vehicle is repossessed or returned, the Company shall not be responsible or hable 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 times 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 self 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 hability 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 tees registration charges and all other similar payments (including without limitation med 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 personts) 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 impact, test, adjust, repair or replace the Vehicle.
- tel II the Vehicle breaks down totherwise than by reason of any accident, theft, vendalism or any cause due to your act or neglec () during the I case Period, recovery and replacement services will be provided to you without any charge up to once each year of the I case 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 to Replacement Vehicle I 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. Indemnits

You shall hold the Company harmless and indemnity the Company against all fines, perulties 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, soits, proceedings, costs, expenses, damages, loss and liabilities tincluding 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, reposse ssion 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 these any insurance proceeds, if applicables as well as compensate the Company for the loss of use translated 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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H. Accidents/Breakdown

- (a) You shall give intuncidate notice in writing to the Company of any loss damage or destruction and to maintain on the Vehicle on y insignial identification or maker's marks or plates as required by the Company and shall not remove or defact of the same.
- 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 verifing to face than 24 hours after the accident. You shall not make any compromise, offer, promise of payment, payment of fine or indemnity without written instruct ions from the Company, the Company's collectors 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, metading insurance elains, and loss and damage claims arising from or in connection with the accident to the Company.
- ter For travel outside Singapore, you shall be responsible to ensure that there is appropriate insurance coverage for the Vehicle acceptable to the Company facting in its sole discretions 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 measured during the trip.

12. Insurance

During the Leave Period:

- (a) The Company will arrange to insure the Vehicle against the risks described in the Schedule. The Hirer shall be fully respons the 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 white in the possession of the Hirer or the authorized drivers arising in the coars e 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 hable to the Company for the Fixcess 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 mader the insurance for any reason whatsoever, the Hir er agrees that the Company reserves the right to increase the Evens Amount at its sole and absolute discretion for the Vehicle and any other vehiclets) leased by the Company to the Hirer under any lease agreement. In addition, the Hirer shall further be liable to the Company for any in crease in insurance promitings arising from any claims made to the insurers during the Lease Period.
- (d) The matrimee policy does NOT cover and will be automatically cancelled for any one driving under the influence of alcohol, intoxiconts, medication or drugs which will affect his or her ability to drive or operate the Vehicle and any other exceptions and testrictions as provided in the insurance policy. The Hirer will be fully responsible and hable for all loss, damages, costs, injury or death relating t o the Vehicle and any third party claims.

13. Termination by You

- (a) Subject to the provisions of Clauses 13(b) of this Agreement, you may at any time before the expiry of the I case Period, terminate this Agreement by giving the Company not less than one month's notice in writing to that effect.
- th) The notice given under Clause (Sta) shall be accompanied by payment in full twithout deduction, set-off, counterclaim or withholding) of such sum as shall be equivalent to -
- (i) All arrears of the Leave Charges, late payment charges and other sums occured due and impaid at the date of termination:
- (ii) Loss and damages for early termination calculated as inquidated damages based on the aggregate sum of the I case Unique for the remainder of the I case 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
- trie) 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 tease constituted by this Agreement shall determ me 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.
- th) 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.
- to) the Hirer or Guarantor is or shall be convicted of any offence involving leadd or dishonosty;



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- (d) in the case of the Hirer of Guarantor being a company or a corporation, if there is any change (which the Company considers a 5 material in its sole and absolute discretion) in the composition of the shareholders of or control of the Hirer or Guarantor shall have taken place without the prior consent of the Company;
- tes in the case of the Hirer or Guaranter being a partnership or an LLP, the dissolution of the Hirer or Guaranter, or the bankru puy, death, resignation, withdrawal or insolvency of any of the partners of the Hirer or Guaranter;
- (f) where any indebtedness of the Hirer or Guarantor under any other contract or agreement becomes due and payable before its stated maturity;
- (g) the Hirer or Guaranter 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 presidential, or any proceedings for bankruptcy is commenced or threatened against the Hirer or Guarantor.
- (i) if the Hiter or Commontor stops, suspends, threatens to stop or suspend their indebtedness, proposes to make a general assign ment or arrangement or composition with or for the benefit of their creditors or a moratorium is agreed or declared in respect of or affected their indebtedness;
- (f) if the Hirer or Citerantor shall be mable or presunted unable to pay debts as they tall due under the Bankruptcy Act (Cap. 20) or Companies. Act (Cap. 50) (as the case may be), or it the Hirer or Guarantor being a company, proceedings for judicial management, receivership or winding up twhether voluntarity or otherwise care commenced or threatened against it or resolutions for the same are passed.
- the filter for Guaranter shall permit any court judgment or order in any periodiction or any arbitral award against the Birer to remain unsatisfied for more than 7 days;
- the any execution is levied or thremened 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 statistory modification thereof or any other statutory provision for the fixur 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.
- Inti if the Hirer shall abandon the Vehicle or do or suffer to be done any act or thing whereby the Company's rights bereunder for rights or property to the Vehicle shall or may be prejudiced or jeopardized.
- (ii) If the Hirer shall use or permut the Vehicle to be used in breach of the terms of the motor invarance policy;
- to) if the Vehicle is removed or concealed, or caused or permitted to be removed or concealed by the Hirer:
- (p) if the Hirer or Charanter commits ony breach or defoult under any other agreement between the Company and the Hirer or Charanter for the case may be k.
- (q) if the Vehicle is lost or damaged beyond repair;
- (r) if the Hirer or the Guarantor dies of is declared by a Court of competent jurisdiction to be mentally unsound or otherwise incorpoble of handling his and/or their affairs:
- (4) 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 because under the Road Traffic Act (Cap. 276) or any other relevant stationary provision:
- (i) if the Vehicle is used in the commission of any offence or contrary to any law:
- (u) if the Vehicle is sciend, conficented, or forfeited by the Court or any government body.
- (v) if any suit proceedings or action of any kind whatsoever including but not funited to finguion, enforcement, arbitration—administrative, enfinited, bankruptey and/or winding up proceedings shall be commenced, threatened or continued against the Hirer or the Guarantor.
- two any event occurs which, under the law of any relevant jurisdiction, has an analogous or similar effect to any of the events in creinebove.
- (v) any of the foregoing events of analogous events or proceedings occur in relation to any Charamor, or
- (y) 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 Vs/Automatic Termination

- Upon the termination of this Agreement under Clauses 14 or 15 above, the Company shall be entitled to forteit the Deposit wit hom notice to you as compensation for your breach and you shall be hable to pay the Company (in a distinct to all other sums which shall be owing to the Company).
- 4a) All arrears of the Lease Charges accrued due and unpaid up to the date of termination plus Delatif 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 bases 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 only for that purpose by the Company's servents or agent without previous notice, enter upon any land or premises on or in which the Vehicle is believed by the Company to be vituated. If the Company is anable to repossess the Vehicle or recover the Vehicle, you shall in addition to and without prejudice to any other provisions herein, be lisble for the costs and expenses incurred in procuring a replacement vehicle of similar make and year
- the 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 untilted 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 regaming possession of the Vehicle shall be borne by you on a full indemnity basis.

18. Delivery I p of the Vehicle

Without projective to Clame 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 it required by the Company and hold 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 manualist, instruction booklets 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 in 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 stand references in this Agreement to that amount shall be deemed to include any such tieses payable in addition to iti.

20. Payments and No Setsoff

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, counteretainn or any other deduction or withholding whatevever unless such deduction or withholding is required by law in which event you shall make such further payment or payments to the Company to enough that the emount 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 constituous agreed upon as to the subject matter referred to herein and parties agree that no variations hereof shalf be effective unless made in writing. This Agreement constitutes the final agreement between parties and supersedes and cancels in all respects all previous agreements, indulgences and under-takings 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 Part less 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. Hiegality and Neverability

In case any provision in this Agreement shall be, or at any time shall become invalid, illegal or unenforecable in any respect, such invalidity, illegality or unenforecability 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 unenforecable provision had never been contained herein.

24, Indulgence and Waiver

No forbranance 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 indentify the Company for all costs and expenses (including legal costs on a ful I indentify 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 a nel 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 as 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 Convent

The Hiter converts to and (where relevant) shall produce that all relevant unlividuals whose personal data has been disclosed to the Company by or through the Hirer (collectively "Referant Individuals") consent to agents and advisors 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



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 tran sferee 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 entitle d 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 bin ding 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 ot her 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 li able 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 Lething Pte Ltd.

O (2019090750

Name: KOH YI QUAN

Designation: SALES EXECUTIVE

Company Stamp:



210 TURF CLUB ROAD, THE GRAND STAND CAR MALL LOT AB6, SINGAPORE 287995
CO REG : 20190907EG TEL : 64680010 FAX : 64680017
EMAIL : LEASING@GMAIL.COM.SG

VEHICLE RENTAL AGREEMENT

Name: (as in I/C) EE SEE		Veh No: SMR4600T	Replace Veh No. SMR 4568 C		
~~~~	CHIEW	Mileage Out:			
NIRC / PASSPORT No: 5 TH	23176	Make & Model: HYUNDAI	Make & Mode	el: MYUNO	AI
NIRC/PASSPORT NO: S174 Address (Res): BIK 683C	JURONG WEST	Auto/Manual: AUAUTE 1.6A	1	AVANTE	
ST 64 # 13-137 5	6K5 685	OUT: Uste	···		
				201041:	
Name & Address of Employer:	WANTED TO THE PROPERTY OF THE	OUT : Time	OUT : Time	10:30 00	m
		RENTAL CHARGES			
Occupation:	Driving Exp:	Daily		120	00
D/I No:	D/I Type: Local/International	Weekly			
Pass Date:	Date of Birth :	Monthly			
Tel: (O)(R )	(HP) 9770 6874	Hours			
ADDITIONAL DRIVER'S PARTI		Others		1	1
Name: (as in I/C)		CDW			1
NIRC / PASSPORT No:		PAI		<b>_</b>	-
Pass Date:				<b> </b>	<del> </del>
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DEPOSIT REFUND

MIL

REMARK

TIME IN MILEAGE CHECKED BY

13/64/21 3:30pm

## insurer enquiry Find

insurer

SKZ4848C

Date of Accident

03/04/2021 薪

Reset

#### % RESULT & RECEIPT

#### TP Insurer Enquiry

Payment details

Request Amount: **5\$1.87** GST Amount: **5\$0.13** 

Total Amount Due (GST Inclusive): 5\$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 [By Email Only]

**Driver: Mr Loh Han Kiat** 

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. <u>by 03/05/2021</u>, 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: <a href="mailto:chewht@lkkauto.com">chewht@lkkauto.com</a> | Fax: 6741 4108 HQ : Blk 51, Paya Ubi Industrial Park, Ubi Avenue 1, #02-25 |

S(408933)



6/22/2021 Merimen e-Claims

## **Claim Audit**

	AUDIT 1	ΓRAIL		
No	. On	Audit	Remarks	Ву
1	09 Apr 2021 14:54	Clm Dtl Modified	Claimant's Name: ->	[A] Lee Su Li
2	09 Apr 2021 14:54	Clm Veh Model Changed	(206086) ADIVA AD1 200 190cc 3W.	[A] Lee Su Li
3	09 Apr 2021 14:54	Clm Created	Reg No: SMR4600T. Acct Date: $2021/04/03$ . Claim Type: TP. Insurer: AIG Asia Pacific Insurance Pte. Lt d. (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 Se	Approved:0.00.Reinsp:Adj decides.	[A] Lee Su Li
7	09 Apr 2021 14:54	Clm 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	l (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 Downloadeo	Downloaded Video - Accident	[A] MARCUS CHUA
11	21 Apr 2021 17:05	Video Downloadeo	Downloaded Video - Accident	[A] CHEW HSIAO TONG
12	21 Apr 2021 17:21	Video Downloadeo	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	Clm Dtl Modified	Claim Conclusion: -> 3.	[A] JOANNE LEE KHANG MIN
15	04 May 2021 16:45	Clm Dtl Modified	JPJ Reg. Date: -> 2020/01/08.	[A] JOANNE LEE KHANG MIN
16	04 May 2021 16:45	Clm Details Notified		[A] JOANNE LEE KHANG MIN
17	2021 09:01	Clm Veh Model Changed	(206086) -> (200324) HYUNDAI AVANTE 1.6 (A).	[A] CHEW HSIAO TONG
18	11 May 2021 09:02	Mandate Request	Cur.Req: $4982.00$ :Liability: $100\%(B9)$ *Quantum: (a)CORw/GST: $$4,280.00 + (b)LOR(7days \times $100.0 + (5)CORw/GST)$ ): $$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 Downloadeo	Downloaded Video - Accident	[I] Yong, Joanne
20	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 Se	Approved:4982.00.	[I] Yong, Joanne
	Da	te From	■ Date To ■ ■ Audit Type None ▼	Go

Date From	Date 10	Audit Type None	GO

## **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)			
269207	04 May 2021 16:45:52	OD/TP Case (Adjuster)	Motor	LKK Auto Consultants Pte Ltd	LKK Auto Consultants Pte Ltd (HO)	SMR4600T	SKZ4848C	11.00