

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 : ( SJMR4600T & 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

<b>Total Amount:</b>	<b>\$</b>	<b>5,362.00</b>
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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

## **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.

# SINGAPORE ACCIDENT STATEMENT

## IMPORTANT NOTICE

1. Please report correctly the details of the accident to speed up the claims process
2. This Form must be completed by the Policyholder and/or the Authorized Driver
3. Information provided must be as truthful and accurate as possible. Any willful misrepresentation or withholding of material facts may allow insurance companies to repudiate policy liability
4. The issue and acceptance of this Form by insurance companies is not an admission of policy liability on the part of the insurance companies
5. Any false reporting may be referred to the Police for investigation.
6. This report will be forwarded by the insurers of the GIA Records Management Centre established by the General Insurance Association of Singapore (GIA) for archiving and that copies of this report will, for a fee, be made available upon application by interested parties.
7. By the lodgement of this report to the insurers, you hereby consent to the archiving of this report at the centre and to copies of the report being made available aforesaid

## ACCIDENT STATEMENT

Date of Submission	05/04/2021 19:00 (SGT)
Date of Accident	03/04/2021 10:30 (SGT)
Exact Location of Accident	Singapore
Additional Location Information	BUKIT BATOK EAST AVE 4TWDRS BUKIT BATOK EAST AVE 02
Country/State of Loss	Singapore

## DETAILS OF OWN VEHICLE

Vehicle Registration Number	SMR4600T
INSURED/POLICYHOLDER	
Is company?	Yes
Name Of Registered Owner	HIPPO LEASING PTE LTD
Company Reg No	2XXXXXX075G
Email Address	jennyk766@gmail.com
Mobile Phone No	(Phone) +65-64650020
Alternative Phone No	+65-64650020

## VEHICLE PARTICULARS

Manufacturer	Hyundai
Model	HYUNDAI / AD AVANTE 1.6 GLS (A)
Variant	-
Exact purpose for which vehicle was being used at time of accident	Private hire
Are you claiming under your own insurance policy for repair to your vehicle?	No - Claiming third party
Vehicle Category	Private hire
Transmission	Auto
CC	1598

## INSURANCE COMPANY

Name of Insurance Company	NTUC Income Insurance Co-operative Ltd
Type of Coverage	Comprehensive
Fleet Policy	Yes
Policy Number	511039014-02
Cover Note Number	-

## DRIVER

Name of Driver	EE SEE CHIEW
NRIC No	SXXXX317G

Date Of Birth	29/09/1966
Occupation	Outdoor
Date Of Driving Pass	13/09/1989
Driving experience	31 YEARS AND 7 MONTHS
Gender	Male
Mobile Number	(Phone) +65-97706874
Alt. Phone Number	-
Email Address	ahchiow223@gmail.com
Address	BLK 683C JURONG WEST STREET 64 #13-137
Address complement	-
Postcode	643683
Is the driver the policyholder?	No
If No, Relationship of the Driver with the Insured	Hirer
Does Driver Own Other Vehicles?	No
Vehicle Registration Number of Other Vehicle Owned by Driver	-
Insurance Company of Other Vehicle Owned by Driver	-

#### GENERAL INFORMATION OF THE ACCIDENT

Type of Accident	Side Swipe
Weather Conditions	Clear
Road Surface	Dry

#### OTHER INFORMATION

Was any foreign vehicle involved in the accident?	No
Number of vehicles involved in the accident	2
Was anybody injured in the Accident?	Yes
Was any injured conveyed to hospital by ambulance?	No
Was any other material or property damaged?	Yes
Number of Passengers (Including Driver)	2
Has the driver been approached by unknown person(s) soliciting/offering accident claims assistance?	No

#### PASSENGER 1

Name	YU ANN LEE
Gender	Female

#### DETAILS OF POLICE ACTION

Was the accident reported to the police?	Yes
Police Station Name	Jurong Division Headquarters
Police Station Phone No	(Phone) +65-18007910000
Alt. Police Station Phone No	(Fax) +65-68965647
Police Station Address	No. 2 Jurong West Avenue 5 Singapore 649482
Was notice of intended Prosecution given?	No
If yes, against whom?	-

#### CIRCUMSTANCES OF ACCIDENT

AS PER POLICE REPORT No.J/20210405/7022.

#### ATTACHMENT(S)

Are accident photos available for attachment?	Yes
Was there any video captured by Car Camera?	No
Was there any audio recorded?	No

#### DETAILS OF OTHER VEHICLE PROPERTY 1

Vehicle Registration Number	SKZ4848C
Vehicle Manufacturer	Nissan

Vehicle Model	NISSAN / TEANA 2.0 XL CVT
Vehicle Variant	-
Vehicle Colour	-
Vehicle Category	Private car
Name of Driver	-
Contact Number	-
Address	-
Address complement	-
Postcode	-
Insurance Company Name	-
Nature Of Damage	-
Details of property damaged in accident	-
No. Of Passenger (including Driver)	-

#### INJURED PERSONS DETAILS

##### INJURED 1

Name of injured person	EE SEE CHIEW
Address	BLK 683C JURONG WEST STREET 64 #13-137
Address Complement	-
Post Code	643683
Approximate Age Years Old	54
Injuries Sustained	-
Injured person in which vehicle?	SMR4600T
Were seat belts worn?	Yes
Was this injured conveyed to hospital by ambulance?	No

## SKETCH PLAN

## IMPORTANT NOTICE

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3. Information provided must be as truthful and accurate as possible. Any willful misrepresentation or withholding of material facts may allow insurance companies to repudiate policy liability.
4. The issue and acceptance of this Form by insurance companies is not an admission of policy liability on the part of the insurance companies.
5. Any false reporting may be referred to the Police for investigation.
6. The report will be forwarded by the Insurers of the GIA Records Management Centre established by the General Insurance Association of Singapore (GIA) for archiving and that copies of this report will for a fee be made available upon application by interested parties.
7. By the lodgement of this report to the Insurers, you hereby consent to the archiving of this report at the centre and to copies of the report being made available aforesaid.
8. **Consent under the Personal Data Protection Act (PDPA)**  
I understand, acknowledge, agree and consent that :  
(a) My insurer, my workshop and the General Insurance Association of Singapore ("GIA") may/are permitted to collect, use, disclose and/or process my personal data/personal information set out in this form and any other personal information provided by me or possessed by my insurer (collectively the "Personal Information") and disclose and transfer such Personal Information to all insurer(s) who have insured vehicle(s) involved in this accident (all insurer(s) who have insured vehicle(s) involved in this accident shall be collectively referred to as the "Insurers"), the Insurers' lawyers/law firms, the Monetary Authority of Singapore and any relevant government agency/authority (such as the police), for the purpose(s) of :  
(i) processing, handling and/or dealing with my claims including the settlement of the claims and any necessary investigations relating to the claims;  
(ii) investigating the accident and/or my claims;  
(iii) carrying out and/or dealing with my instructions or responding to any enquiries by me;  
(iv) administering my claims (including the mailing of correspondence, statements, invoices, reports or notices to me, which could involve disclosure of certain personal data about me to bring about delivery of the same as well as on the external cover of envelopes/postal packages); and/or  
(v) complying with applicable law in administering, processing, handling and/or dealing with my claims.  
(collectively the "Purposes")  
(b) all insurer(s) who have insured vehicle(s) involved in this accident and the Insurers' lawyers/law firms, may/are permitted to collect, use, disclose and/or process my Personal Information for one or more of the above Purposes; and  
(c) my Personal Information may/can be disclosed by any of the Insurers and/or GIA to their third party service providers or agents (including their lawyers/law firms), which may be sited outside of Singapore, for one or more of the above Purposes.



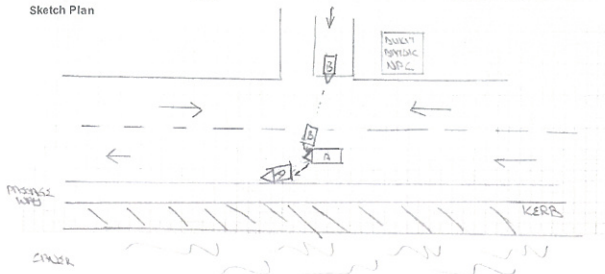
IDAC KAKI BUKIT (VAC)  
23 Kaki Bukit Ave 4 #02-02  
Singapore 415933  
Tel: 67416697 Fax: 67492305  
Email: vaskb@vicom.com.sg

Policyholder's Signature / Date & Time

Driver's Signature (If driver is not the policyholder) / Date & Time

Witnessed by Reporting Centre Personnel

Sketch Plan



**Describe Circumstances of the Accident**


Refer to Police Report No. : J/2021CH05/7022.

**Declaration**

I/We declare the foregoing particulars are true in every respect.

Policyholder's Signature / Date & Time

 1500  
05-04-2021

Driver's Signature (If driver is not the policyholder) / Date & Time

IDAC KAKI BUKIT (VAC)  
23 Kaki Bukit Ave 4 #02-02  
Singapore 415933  
Tel: 67416697 Fax: 67492305  
Email: vackb@vicom.com.sg

Witnessed by Reporting Capite Personnel 05 APR 2021



**SINGAPORE  
POLICE FORCE**



J/20210405/7022

1 of 2

**POLICE REPORT (NP299)**

Report No. J/20210405/7022

Police Station Of Origin  
Jurong Division HQ  
2 Jurong West Avenue 5 SINGAPORE  
649482  
Tel No:1800-7910000

Date/Time Report Made 05/04/2021 13:51	Vide Report No.	Station Diary No.		
Name Of Informant EE SEE CHIEW	Address 683C JURONG WEST STREET 64 #13-137 SINGAPORE 643683			
ID Type / ID No. NRIC NO / S1742317G	Contact No. Home/Office: 90505733	Mobile:		
Nationality SINGAPORE CITIZEN	Email Address ahchiew223@gmail.com			
Occupation Self employed	Sex Male	Age 54	Date of Birth 29/09/1966	Race Chinese
Institution/School Name	Language English			
Date/Time Of Incident 03/04/2021 10:30	Location Of Incident BUKIT BATOK EAST AVENUE 4			

**Brief details.**

On the above mentioned date and time, I was driving my vehicle SMR4600T along Bukit Batok East Ave 4 towards East Ave 2.

Just as I was passing the entrance/exit of the carpark beside Bukit Batok NPC, which was on my right, I suddenly felt a huge impact on my right portion.

The impact caused my vehicle to be pushed to the left and my vehicle's left portion was pushed against

Signature Of Officer Recording The Report: Not applicable	Signature Of Informant: The identity of the person making this report has been authenticated by SingPass. No signature is required.
Signature Of Interpreter: Not applicable	Date/Time: 05/04/2021 13:51
Officer In-Charge Of Case:	Classification Of Case:

Authentication Stamp





**POLICE REPORT (NP299)**

**CONTINUATION OF REPORT**

Report No. J/20210405/7022

the kerb on my left.

I immediately jammed on my brakes and swerved to the right in order to avoid mounting the kerb as if I had mounted the kerb, my vehicle would have fallen into the canal on my left.

I managed to successfully prevent my vehicle from mounting the kerb and alighted to realise that SKZ4848C had abruptly swerved out of the carpark exit beside Bukit Batok NPC and collided into my front right portion.

I knocked my right arm and knee areas against the inside of my vehicle.

The next morning, I also started feeling soreness over my neck, right shoulder and lower back areas when I woke up.

The pain did not go away and as such, I proceeded to Unihealth Clinic Bedok on 05/04/2021 for treatment and was given 5 days MC

Signature Of Officer Recording The Report:

Not applicable

Signature Of Interpreter:

Not applicable

Officer In-Charge Of Case:

Signature Of Informant:

The identity of the person making this report has been authenticated by SingPass. No signature is required.

Date/Time:

05/04/2021 13:51

Classification Of Case:

Authentication Stamp

FOR CLAIMS &  
GIA REPORTING ONLY

REPUBLIC OF SINGAPORE  
IDENTITY CARD NO. S1742317G

Name  
EE SEE CHIEW

余世秋

Race  
CHINESE

Date of Birth  
29-09-1966

Sex  
M

Country of Birth  
SINGAPORE





REPUBLIC OF SINGAPORE DRIVING LICENCE

License Number  
S1742317G

Name  
EE SEE CHIEW

Birth Date  
29 Sep 1966

Issue Date  
02 Jul 2015





Land Transport Authority

VOCATIONAL LICENCE

License No.: S1742317G

Name: EE SEE CHIEW

Issue Date: 3/8/2017

Please visit [www.lta.gov.sg](http://www.lta.gov.sg) to check the status of this vocational licence



FOR CLAIMS &  
GIA REPORTING ONLY

3284315

NRIC No. S1742317G

27-12-2002

APT BLK 863C JURONG WEST STREET 04 #13-137  
SINGAPORE 643683

NRIC No. S1742317G Date: 21/08/2014





YOU ARE LICENSED TO DRIVE VEHICLES IN THE FOLLOWING CLASSES:

Class	Vehicle Description	Effective Date	Expiry Date
Class 2B	MOTORCYCLES NOT EXCEEDING 24 CV	01 May 1986	16
Class 1	MOTOR CAR AND MOTOR TRACTOR THE WEIGHT OF WHICH EXCEEDS 2000 KILLOGRAMS	17 Aug 1986	16
Class 1	HEAVY MOTOR CAR AND MOTOR TRACTOR THE WEIGHT OF WHICH EXCEEDS 2000 KILLOGRAMS	21 Jun 2015	16

S / No. 900022462

NP 428A

License No. S1742317G



This card is not transferable and is the property of the Land Transport Authority (LTA). It must be surrendered to the LTA on request. If found, please return to LTA, 10 Sin Ming Drive, Singapore 57501.

Type Description  
02 TAXI VL

Issue Date  
03/08/2017



## Certificate of Insurance

MOTOR VEHICLES (THIRD PARTY RISKS AND COMPENSATION) ACT (CHAPTER 189)  
 MOTOR VEHICLES (THIRD PARTY RISKS AND COMPENSATION) RULES, 1960  
 ROAD TRANSPORT ACT, 1987 (MALAYSIA)  
 ROAD TRANSPORT (AMENDMENT) ACT, 2019 (MALAYSIA)  
 MOTOR VEHICLES (THIRD PARTY RISKS) RULES, 1959 (MALAYSIA)

Certificate Number: 5111039014-02-000025

Cover : drive CLASSIC

- |   |                       |
|---|-----------------------|
| 1. Index mark and Registration Number of Vehicle  | SMR4600T              |
| 2. Chassis Number   | KMHDE41CMKU355740     |
| 3. Name of Policyholder   | HIPPO LEASING PTE LTD |
| 4. Effective Date of Insurance  | 27 Mar 2021           |
| 5. Expiry Date of Insurance   | 26 Mar 2022           |
| 6. Persons or Classes of Persons entitled to drive#   |                       |
| (a) The Policyholder  |                       |
| (b) Any other person who is driving on the Policyholder's order or with his/her permission. |                       |
- Provided that the person driving is permitted in accordance with the licensing or other laws or regulations to drive the Motor Vehicle or has been so permitted and is not disqualified by order of a Court of Law or by reason of any enactment or regulation in that behalf from driving the Motor Vehicle
7. Limitations as to Use#
- (a) Use for social domestic and pleasure purposes and in connection with the Policyholder's or their's business

**This Policy does not cover**

- (a) Use for racing, pace-making, reliability trial or speed-testing.
- (b) Use for the carriage of goods (other than samples) in connection with any trade or business.
- (c) Use for any purpose in connection with the Motor Trade
- # Limitations rendered inoperative by Section 8 of the Motor Vehicle (Third Party Risks and Compensation) Act (Chapter 189) and Section 95 of the Road Transport Act, 1987 (Malaysia), are not to be included under these headings.

**EXCESS (SECTION 1)**

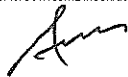
**EXCESS (SECTION 2)**

WINDSCREEN EXCESS	S\$100
ADDITIONAL EXCESS	N/A
UNNAMED DRIVER EXCESS	PLEASE REFER OVERLEAF
REPAIR AT OWNER'S PREFERRED WORKSHOP	NO
INSURE WITH COE	YES
NCD PROTECTION	NO
TRANSPORT ALLOWANCE	NO
EXCESS WAIVER	NO
PRIMARY DRIVER	N/A
NAMED DRIVER (1)	N/A
NAMED DRIVER (2)	N/A
HIRE PURCHASE COMPANY	TECK WEI CREDIT PTE LTD
SUM INSURED	MARKET VALUE OF INSURED VEHICLE AT TIME OF LOSS

I/We hereby certify that the Policy to which this Certificate relates is issued in accordance with the provisions of the Motor Vehicles (Third Party Risks and Compensation) Act (Chapter 189) and Part IV of the Road Transport Act, 1987 (Malaysia)

Agency: TECK WEI CREDIT PTE LTD. (60600572459)  
 Date of Issue: 09 Mar 2021 13:01 hrs

For NTUC INCOME INSURANCE CO-OPERATIVE LIMITED



Chief Executive



## 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. Lease**

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 \$520.00 per overdue Lease Charge. Any payment received by the Company will be appropriated first towards the interest payment and other charges due and finally 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



## HIPPO LEASING PTE LTD

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

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

- 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.
- 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;
  - You shall use the Vehicle solely for such personal, social, domestic, and such other work-related purposes as approved by the Company in writing;
  - 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;
  - 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;
  - You shall keep the Vehicle free from distress, execution or any form of legal or enforcement action;
  - 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;
  - 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;
  - 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
  - You shall not, without the Company's prior written consent, make any alterations, additions, or improvements to the Vehicle or any changes to 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

- 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;
- 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;
- 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;
- 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, to adjust, repair or replace the Vehicle;
- 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, pretence, 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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### **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 unrecouped 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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- (d) in the case of the Hirer or Guarantor being a company or a corporation, if there is any change (which the Company considers a material in itself and absolute discretion) in the composition of the shareholders or of control of the Hirer or Guarantor that I have taken place without the prior consent of the Company;
  - (e) 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;
  - (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 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;
  - (h) 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;
  - (i) if the Hirer or Guarantor stops, suspends, threatens to stop or suspend their indebtedness, proposes to make a general assignment 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;
  - (j) 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. 501) (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;
  - (k) 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;
  - (l) 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 Districts 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;
  - (m) if the Hirer shall abandon the Vehicle or do or offer 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;
  - (n) if the Hirer shall use or permit the Vehicle to be used in breach of the terms of the motor insurance policy;
  - (o) if the Vehicle is removed or concealed, or caused or permitted to be removed or concealed by the Hirer;
  - (p) if the Hirer or Guarantor commits any breach or default under any other agreement between the Company and the Hirer or Guarantor for as the case may be;
  - (q) if the Vehicle is lost or damaged beyond repair;
  - (r) 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;
  - (s) if the Hirer or any other person authorized 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;
  - (t) if the Vehicle is used in the commission of any offence or contrary to any law;
  - (u) if the Vehicle is seized, confiscated, or forfeited by the Court or any government body;
  - (v) 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;
  - (w) any event occurs which, under the law of any relevant jurisdiction, has an analogous or similar effect to any of the events hereinabove;
  - (x) any of the foregoing events or analogous events or proceedings occur in relation to any Guarantor; 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 terminate 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 hour 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 reinforcement 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) incurred by the Company in regaining possession of the Vehicle shall be borne by you on a full indemnity basis.

**18. Delivers 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 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 manual(s), 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 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 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 embody 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 understandings 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 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





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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 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:



## INSURER ENQUIRY

**Find  
insurer**

Vehicle reg. no.

SKZ4848C

Date of Accident

03/04/2021 **Reset**

## % RESULT &amp; 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**