

XINYA AUTO SERVICES PTE LTD

Add: BLK 1002 BUKIT MERAH LANE 3 #01-75 , SINGAPORE 159719 TEL : 6270 3481 FAX : 62787522
E-mail : xinyaauto@singnet.com.sg

Our Re: TP 1280/04/21
Yr. Re: SLU 6519D

Date: 20 November 2021

INDIA INTERNATIONAL INSURANCE PTE. LTD.
64 CECIL STREET
04 - 00 IOB BUILDING
SINGAPORE 049711
ATT: (MOTOR CLAIMS).



**WITHOUT
PREJUDICE**

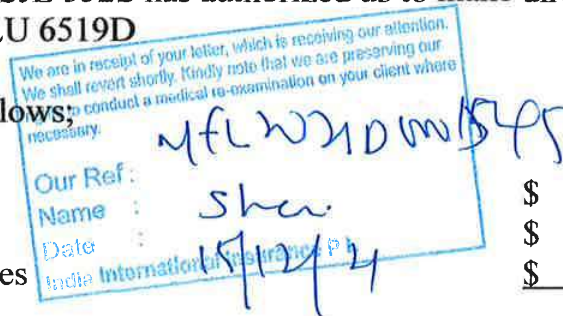
**RE: ACCIDENT INVOLVING SJL 552S & SLU 6519D ALONG KALLANG ROAD
TOWARDS LAVENDER ON 08/04/21 AT 0955 HRS.**

We refer to the captioned.

Our client, owner of SJL 552S has authorized us to make direct settlement with you as insurers of SLU 6519D

The claims are as follows:

1) Cost of repair	\$ 1,600.00
2) Rental 5 days	\$ 500.00
3) LTA search fees	\$ 7.45
	<u>\$ 2,107.45</u>



Please find attached documents as follows;

- Singapore accident statement of SJL 552S
- Certificate of insurance SJL 552S
- Surveyor's markings/recommendation (India panel LKK)
- Repairers invoice (59360)
- Rental invoice / agreement (983)
- LTA invoice (ITNET-00000-210408-002280)

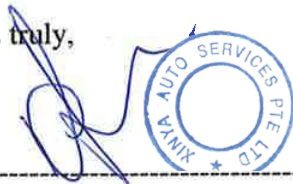
CERTIFICATE OF POSTING

g) Letter of Authority from claimant Todds Partners P/L.

We appreciate if settlement could be completed soonest.

Thank you.

Yours truly,

A handwritten signature in blue ink is written over a circular blue stamp. The stamp contains the text "XINYA AUTO SERVICES PTE LTD." around the perimeter and a small star at the bottom.

XINYA AUTO SERVICES PTE. LTD.

c.c. LKK AUTO CONSULTANT PTE. LTD.
51 UBI AVENUE 1
01 – 25 PAYA UBI INDUSTRIAL PARK
SINGAPORE 408933

AUTHORIZATION TO ACT
(FOR THIRD PARTY'S PROPERTY DIRECT SETTLEMENT CLAIM)

I TODDS PARTNERS PTE LTD the third party
part claimant") of BLK 1002 BUKIT MERAH LANE 3 #01-75
SINGAPORE 159719.

(address) ,owner of SJL 552S (vehicle no.) hereby
authorize XINYA AUTO SERVICES PTE LTD .

("the workshop") to act for me with the respect to direct settlement of
my claim for repair costs and /or rental and/or loss of use(" claim")
for vehicle no. SJL 552S that was damaged pursuant to the
accident which occurred on 08.04.21 (date) ALONG KALLANG ROAD TWDS
LAVENDER (location)

involving vehicle no / SLU 6519D (" the accident ")


I further authorize the workshop to settle my above mentioned
claim in a manner that they deem fit and the workshop is further
authorized to received payment further to settlement of my claim
with payment cheque / s being made in favour of the workshop.

I further acknowledge that any settlement the workshop may reach
on my behalf is on a without prejudice and without admission of
liability basis insofar as the driver / owner / insurers of the other
vehicle / s is concerned.

Dated this 08 day of APRIL (month) 2021 (year)


Signed by " third party claimant"




Signed by " the workshop"
(with chop)



Mutual Settlement Form

When involved in a motor accident, you can choose to enter into a private settlement with the OWNER of the other car if there are:

- no personal injuries or death of motorist and/or pedestrians
- damages are minor
- no involvement in chain collisions

Under this private settlement, both parties agree to settle the matter amicably without suing each other.

It is a legally binding agreement.

1. Details of the Accident:

Date (dd/mm/yyyy): 08/04/2021 Time: 09:55

Location: KALLANG RD TOWARDS LAVENDER

2a. Vehicle registration no. SJL552S driven by HAMIDON BIN HASHIM / 986J (Name & NRIC last 4 digit) and owned by TODDS PARTNERS PTE LTD / 177E (Name & NRIC last 4 digit).

2b. Vehicle registration no. SLU6519D driven by TAN CHIN THYE / 000E (Name & NRIC last 4 digit) and owned by GRAB RENTALS PTE LTD / 200G (Name & NRIC last 4 digit).

3. The parties have agreed to settle this matter amicably as follows: *delete a or b as applicable.

*a. Neither party shall be liable to compensate the other party for any loss or damages incurred or To be incurred as a result of the accident.

*b. Without any admission of liability, GRAB RENTALS PTE LTD (party paying compensation) has paid a sum of \$ 2,107.45 which SERVICES PTE LTD (owner receiving compensation) hereby acknowledge receipt thereof in full and final settlement of all damages and costs incurred and/or to be incurred as a result of the accident.

4. There are no personal injuries to the undersigned parties.

5.

	Vehicle A no.:	Vehicle B no.: <u>SLU6519D</u>
Name	<u>Nb Zm fuan/g</u>	<u>Grab Rentals Pte Lt</u>
NRIC no.	<u>88836284E</u>	
Address		
Tel no.		
Signature & Date	 	 

Assisted/Witnessed by: CECILIA CHONG

Signature & Company Stamp (if any): 

XINYA AUTO SERVICES PTE LTD

BLK 1002 BUKIT MERAH LANE 3 , #01-75 , SINGAPORE 159719
TEL: 6270 3481 FAX: 6278 7522 Email: xinyaauto@singnet.com.sg

TAX INVOICE

ATTN: India International Insurance Pte Ltd
(MOTOR CLAIMS DEPT)

Name : TODDS PARTNERS PTE LTD
Address : BLK 1002 BUKIT MERAH LANE 3
#01-75
SINGAPORE 159719
ATTN: ACCOUNT DEPT

INV NO : 59360
INV DATE : 27/09/2021
VEH NO : SJL552S
REF NO : TP 1280/04/21

Qty	Description	Unit price	TOTAL
1	LUMPSUM REPAIR CARRIED OUT TO SJL 552S FOR THIRD PARTY DAMAGE CLAIMS . REPAIRS CARRIED OUT AS PER SURVEYOR'S RECOMMENDATION. SURVEYOR - MR STEVE- LKK ACCIDENT ON 08 APRIL 2021.		\$1,600.00



Payment Details

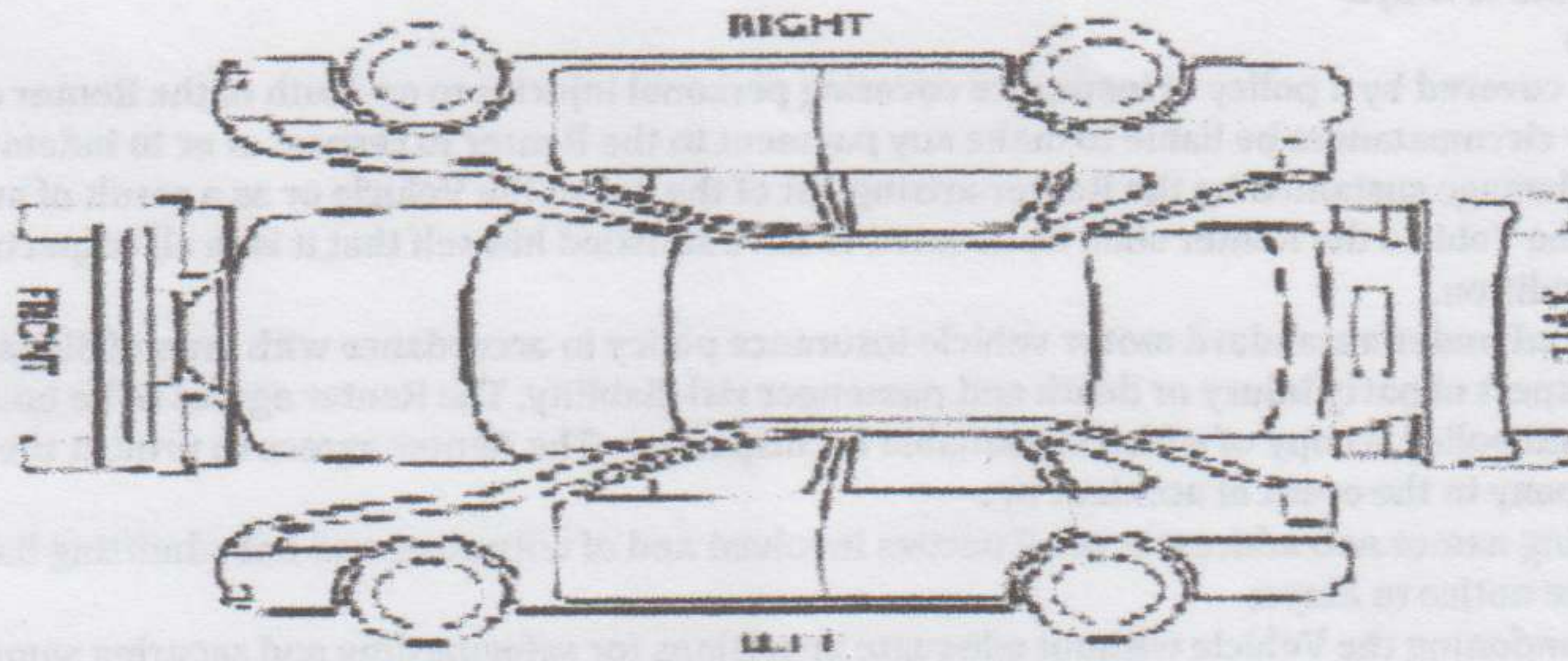
- ☐ T/T upon receipt of Goods
 - ☐ Cheque
 - ☐ Credit (30 DAYS)
 - ☐ Cash
- Name _____
Card No. _____

AMOUNT	\$ 1,600.00
LESS EXCESS	
TOTAL	\$1,600.00

Office Use Only

E & OE

All cheques should be made payable to XINYA AUTO SERVICES PTE LTD .No official receipt will be issued.



**Xinya Auto Leasing & Rental Pte. Ltd.
Rental/Leasing Agreement**

Details

Vehicle Model:	TOYOTA WISH
Vehicle Number:	SML9778M
Rental Period:	12/04/2021 TILL
Rental/Time Out:	12/04/2021 10.00AM
Rental Rate:	
Insurance Type:	FLEET
Own Vehicle Excess:	\$2500.00 (Outside Singapore: \$4500)
3rd Party Property Damage:	\$2500.00 (Outside Singapore: \$4500)
Young & Elderly Excess:	\$3000.00



Hirer Company:	TODDS PARTNERS PTE LTD
Hirer Person:	HAMIDON BIN HASHIM
Hirer D.O.B:	12/08/1963
Hirer Driving License:	SXXXX986J
Hirer D/License Date:	04/01/1991
Add:	BLK 657 YISHUN AVENUE 4 #12-359 S760657
HP/Nos:	90295880

Terms & Conditions
General Definition

- a. The **Renter** refers to the person representing an entity signing this agreement.
- b. The **Vehicle** refers to the motor vehicle or any substitute or replacement vehicle described in this Agreement, including tires, tools, accessories, equipment, keys and parts in the vehicle.
- c. The word **Xinya** refers to Xinya Auto Leasing & Rental Pte. Ltd.

THE TERMS AND CONDITIONS FOR RENTAL MENTIONED ON FIVE PAGES FORM AN INTEGRAL PART OF THIS VEHICLE RENTAL CONTRACT. BY SIGNING THIS CONTRACT, THE RENTER CONFIRMS HAVING READ THE TERMS AND CONDITIONS FOR RENTAL AND OF GIVING HIS UNCONDITIONAL APPROVAL TO THE STIPULATIONS OF THE TERMS AND CONDITIONS FOR RENTAL

1. General Terms

The Renter acknowledges that the Vehicle is the property of Xinya and that the vehicle is in perfect running condition. The Renter is under obligation to return the Vehicle together with all tires, tools, accessories and equipment on the pre-arranged date – earlier if Xinya requests – in as good order and condition as the vehicle was when collected by the Renter from Xinya.

- a. Fuel is at the Renter's expense. All vehicles are delivered with fuel and must be returned with the same amount of fuel as at the time of delivery.
- b. The Renter agrees to take proper care of the Vehicle and drive the same in a careful and skillful manner observing the traffic regulations and laws and in the event of any breach thereof, the Renter shall pay all fines and penalties which may be incurred and shall also answer all Police and Traffic Court Summons, including all notices and inquiries in connection therewith. In particular, the Renter is to ensure that;
 - i. The Vehicle must not be overloaded;
 - ii. At all times the Vehicle must be provided with sufficient oil, water and the prescribed tire pressure;
 - iii. When not in use, the Vehicle must be properly parked and locked.

2. Payment

- a. The full rental cost calculated on the basis of the daily rental charge is payable in advance on delivery of the Vehicle to the Renter. At the expiration of this rental contract, i.e. when the Vehicle is returned to the location indicated in this Agreement, any additional rental charges, which may have been incurred, shall become due for immediate payment.
- b. The refundable deposit specifies by Xinya from time to time, is payable by the Renter to Xinya on delivery of the Vehicle. Xinya shall be entitled to deduct from the said deposit at its discretion and without notice to the Renter any amount due or owed by the Renter to Xinya.

3. Usage

- a. The Renter shall use the Vehicle with all reasonable care and shall not;
 - i. Use or allow the use of the Vehicle contrary to any law, rule or regulations in force in Singapore for any illegal purpose, or in any manner by which the Vehicle might become liable to seizure, confiscation or forfeiture; or
 - ii. Carry passengers in excess of the limit for which the Vehicle is licensed; or
 - iii. Participate in any race test or contest or for any purpose other than a domestic or for reward; or
 - iv. Use the Vehicle for the purpose of giving driving lessons; or
 - v. Use, operate or drive the Vehicle under the influence of any intoxicating substance or liquid; or under the influence of any drug; or
 - vi. Do or allow or cause anything to be done, or omit to do, allow or cause anything to be done, whereby Xinya' Vehicle Insurance Policy shall no longer be effective.
- b. The Renter is to ensure that the Vehicle will be driven only by the Renter and that the Renter is duly qualified driver of 25 years of age and above and hold current and valid licenses to drive the Vehicle and the Renter is not convicted of any offence by any court of law in any country.

- c. The Renter shall not take the Vehicle outside of the Republic of Singapore and shall keep the Vehicle at all times in his possession and custody and not part with its possession or custody to any other person. If for any reason, the Vehicle is taken out of Singapore without the prior permission or written consent of Xinya, the Renter shall be held liable and fully responsible for all cost and expenses including but not limited to damages, repairs, towing fee, fines or claims of any nature.
- d. In the event of flouting of any of the above usage rules, should the Vehicle Insurance Policy not be able to cover any liability arising from accident or seizure, confiscation or forfeiture, the Renter shall be fully liable for the full Market Value of the Vehicle, made payable to Xinya.

Accident and Insurance

- a. The Vehicle is NOT covered by a policy of insurance covering personal injuries to or death of the Renter or his driver. Xinya shall not under any circumstances be liable to make any payment to the Renter in respect of or to indemnify the Renter against any loss, injury or damage sustained by the Renter arising out of the use of the Vehicle or as a result of any defect therein. Upon taking delivery of the Vehicle the Renter shall be deemed to have satisfied himself that it is in all respects road worthy and in a proper and safe condition.
- b. The Vehicle is insured under a standard motor vehicle insurance policy in accordance with laws of Singapore covering liability of the Renter, in respect of party injury or death and passenger risk liability. The Renter agrees to be bound by the terms and conditions of the said policy, a copy of which is available for inspection. The Renter agrees to protect the interest of Xinya and the insurance company in the event of accident by;
 - a. obtaining names and addresses of all parties involved and of witnesses and not admitting liability or guilt without advance notice to Xinya;
 - b. not abandoning the Vehicle without adequate provisions for safeguarding and securing same; giving detailed report including diagram even in cases of slight damage within 24 hours at the nearest police station or IDAC centres;
 - c. notifying Xinya' insurers immediately of such accidents and submitting a duly completed Motor Accident Report Form;
 - d. delivering to Xinya all correspondence, Writs or documents of any kind received by the Renter relating to any accident involving the Vehicle while rented under the Agreement;
 - e. comply with all requests by Xinya to provide assistance in any litigation or investigation of such accident.
- c. The Renter expressly agrees to pay Xinya on demand all time and mileage surcharges, minimum or other charges applicable to this rental at rates or in the amount specified herein and in the current tariff published by Xinya and in addition, a sum equal to the amount or cost of all loss and damage to or in connection with the said Vehicle during the rental period. The Renter hereby assigns to Xinya any and all damage and insurance claims, which he may have in this connection and agrees that the same be paid directly to Xinya.
- d. Xinya cannot be held responsible for any damages, not covered by insurance, to the Renter and any third party in connection with the operation and the rented Vehicle as well as the loss or damage to articles stored or left in the Vehicle during the rental period. The Renter agrees to exonerate Xinya from all responsibility in connection with any loss or damage or inconvenience caused by the belated delivery of the Vehicle to the Renter, possible motor troubles or any other causes.

Miscellaneous

- a. Any early termination initiated by the Renter will result in the forfeiture of deposit.
- b. Xinya reserves the right to pursue beyond the insurance excess from Hirer in the event of vehicle theft.
- c. The Renter expressly agrees to pay Xinya on demand all time and mileage surcharges, minimum or other charges applicable to this rental at rates or in the amount specified herein and in the current tariff published by Xinya and in addition, a sum equal to the amount or cost of all loss and damage to or in connection with the said Vehicle during the rental period. The Renter hereby assigns to Xinya any and all damage and insurance claims, which he may have in this connection and agrees that the same be paid directly to Xinya.
- d. Xinya cannot be held responsible for any damages, not covered by insurance, to the Renter and any third party in connection with the operation and the rented Vehicle as well as the loss or damage to articles stored or left in the Vehicle during the rental period. The Renter agrees to exonerate Xinya from all responsibility in connection with any loss or damage or inconvenience caused by the belated delivery of the Vehicle to the Renter, possible motor troubles or any other causes.
- e. The person(s) signing the Agreement assumes full personal responsibility, jointly and severally with the firm, person or organization, the driver or all substitute drivers in whose name he/they might sign. The person signing the Agreement shall undertake full payment responsibility in the event of non-payment arising from the organization he/she may be representing.
- f. Arising out of any breach by the Renter or any of the terms and conditions of this Agreement;
 - a. The Renter shall pay Xinya on demand all losses and damages suffered by Xinya arising out of any breach by the Renter of any terms and conditions of this Agreement including, but not limited to any loss or damage suffered by Xinya from Xinya' loss of use or loss of the Vehicle for any reason whatsoever.
 - b. The Renter shall pay on demand all costs and expenses (including legal costs on a Solicitor and Client basis) incurred by or on behalf of Xinya for taking any legal proceedings to enforce the provisions of this Agreement.
 - c. The Renter shall at all times indemnify and keep indemnified Xinya and shall save and keep Xinya harmless against all losses, damages, claims, penalties, liabilities and expenses including legal costs however arising or incurred by Xinya.
- g. Provided however, that if the Vehicle is operated by the Renter in accordance with all the terms and conditions of rental hereof If the Vehicle is not returned to Xinya on the due date as stated in the front page hereof or if the Renter is in breach of any of the terms of this Agreement, Xinya shall be entitled to repossess the Vehicle at the Renter's expense at any time without giving him prior notice and the Renter hereby irrevocably authorize Xinya, its servants or agents to enter into and unto any premises in which the Vehicle may be in order to repossess the same without being liable to any actions or proceedings at the suit of the Renter or any persons claiming under or through him.
- h. The Renter is responsible for Electronic Road Pricing fees during the operative hours.
- i. The Vehicle may be equipped with Global Positioning System -Tracking Hardware to locate the position of the VEHICLE. The Renter shall not demand to remove the GPS device from the Vehicle and shall indemnify Xinya free from all claims including but not limited to privacy act and allowed Xinya at anytime to monitor the position of the Vehicle.
- j. The Vehicle may be equipped with Engine Immobilize System. If the Renter is in breach of any of the terms of this Agreement, Xinya reserve all it's rights to immobilize the Vehicle at any time without giving prior notice to The Renter. Xinya shall be entitled to repossess the Vehicle at the Renter's expense. Any mishap that may arise in enforcing it shall be under the full responsibility of the Renter. And the Renter shall at all times keep Xinya fully indemnify against all claims whatsoever.
- k. No relaxation, forbearance or indulgence by Xinya in enforcing any of the terms and conditions of this Agreement shall prejudice or affect the rights and powers of Xinya.
- l. This Agreement and Vehicle cannot be assigned or transferred by Renter. The Renter remains responsible regardless of any attempted assignment.
- m. This agreement shall be governed by and is construed in accordance with the laws of Republic of Singapore.

Renter Name: **HAMIDON BIN HAHIM**

Renter NRIC: **SXXXX986J**

Date: **12/04/2021 10.00AM**

Signature:



XINYA AUTO LEASING & RENTAL PTE LTD

ADDRESS: BLK 1002 BUKIT MERAH LANE 3 #01-77 , SINGAPORE 159719

TEL: 6273 3481

FAX: 6278 7522

Email: xinyaauto@singnet.com.sg

INVOICE TO
TODDS PARTNERS PTE LTD
BLK 1002 BUKIT MERAH LANE 3
#01-75
SINGAPORE 159719

INVOICE NO.	983
DATE	17/04/2021

YOUR VEHICLE	OUR VEHICLE
SJL552S	SML9778M

DESCRIPTION	NO.OF DAY	RATE	AMOUNT
RENTAL FOR ACCIDENT CLAIMS SJL552S FROM 12 APRIL TILL 17 APRIL 2021	5	\$ 100.00	\$ 500.00
ACCIDENT DATE: 08 APRIL 2021			
Sub Total			\$ 500.00
TOTAL			\$ 500.00

All cheque must made payable to Xinya Auto Leasing & Rental.
Please write the Vehicle and Invoice number on the reverse

> Back to OneMotoring



Land Transport Authority

10 Sin Ming Drive

Singapore 575701

GST Registration No. : M4-0005529-2

Print Date/Time : 08 Apr 2021 / 15:19:35

Receipt Date/Time : 08 Apr 2021 / 15:19:35

Tax Invoice/Receipt

Receipt No. : ITNET-00000-210408-002280

Previous Receipt No. :

S/N Item Description/

Business Transaction Reference

No.

Amount

GST

Amount

Before

Amount

After GST

GST (S\$)

(S\$)

(S\$)

Result of Insurance Enquiry - SLU6519D

As at 08 Apr 2021/09:55:00

Insurance Co: INDIA INT'L INS PTE LTD

Insurance Co: MSIG INSURANCE (SINGAPORE) PTE LTD

1 Insurance Enquiry - SLU6519D

Enquiry Fee

20210408151805197240

7.00

0.49

7.49

Sub-Total

7.00

0.49

7.49

Total Before Rounding

7.00

0.49

7.49

Rounding Difference

0.04

Total Amount Payable

7.45

Paid By

416238XXXXXX4469

eNETS Credit Card

7.45

Total

7.45

Cash Change

0.00

Tendered Amount

7.45

Excess Refundable Amount

0.00

THANK YOU AND HAVE A NICE DAY!

Please ensure that all payments to the Authority are good and promptly settled by the payment service provider / financial institution. Otherwise, the transaction and receipt is considered void and late fee may apply.

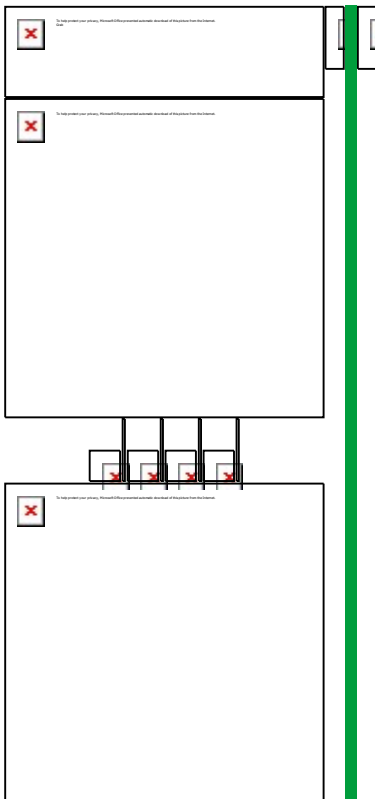
Cecilia Chong (LKK Auto)

From: Jaclyn Loh <jaclyn.loh@grab.com>
Sent: Tuesday, 21 December 2021 2:19 pm
To: Cecilia Chong (LKK Auto)
Cc: Stina Chen; Celyn Lim
Subject: Re: [External] ACCIDENT INVOLVING SLU 6519D & SJL 552S ON 21/12/2021

Dear Cecilla

Please proceed

Thank



Jaclyn Loh / Associate - Insurance & Claims jaclyn.loh@grab.com / +65 87002138
Grab3 Media Close #07-03Singapore 138498<https://www.grab.com>

On Tue, Dec 21, 2021 at 2:02 PM Cecilia Chong (LKK Auto) <CeciliaChong@lkkauto.com> wrote:



Dear Sirs/Mdm,

We refer to the above matter.

We understand Grab is willing to do private settlement for settlement below **\$2,000.00+/-**. LOD and final estimate attached for your easy reference, no injury involved.

We propose to offer TP workshop as below :

1. Cost of Repair (w/GST)	\$ 1,600.00
2. Loss of Rental (5 days x \$100.00)	\$ 500.00
3. LTA Search Fee	\$ 7.45
Total	\$2,107.45

Kindly have your approval on proposal above. We will proceed to negotiate with TP workshop for a lower settlement amount upon approval..

Note: We are on work from home arrangement. All correspondence should be made via email. Submission of claim related documents will be in softcopy. Any inconvenience caused is much regretted.

Best Regards,

Cecilia Chong | Case Handler

LKK Auto Consultants Pte Ltd

Phone: 6749-4274 | email: CeciliaChong@lkkauto.com fax: 6741-4108

Blk 51, Paya Ubi Industrial Park, Ubi Avenue 1, #02-25 | S(408933)



Auto
Consultants
Pte Ltd

Save the Earth. Print only when necessary.