

BLACK EAGLE AUTO PTE LTD

25 KAKI BUKIT ROAD 4 #05-80 SINGAPORE 417800

TEL: 6951 3770 FAX: 6951 3771

BUS. REG. NO. 201829290Z

17 May 2021

Our Ref:

Your Ref: SKW4614B

ATTN: INDI

INDIA INT'L INS PTE LTD

Motor Claims Department

Dear Sirs,

ACCIDENT INVOLVING SKW4614B AND SML2275T ALONG Near 203 Serangoon Central on 07/05/2021

We are the representative for Yong Lin Feng Gary, whose vehicle registration number **SKW4614B** was damaged in the above accident.

We are instructed to claim for damages against your insured in connection with the above-captioned road traffic accident driven by your insured.

We are instructed that the accident was caused by your insured's negligence and/or management of motor vehicle registration **SML2275T**. As a result of the accident, our client's vehicle was damaged and our client had been put to loss and expense, particulars of which are as follows:-

Cost of repairs	\$ 2,800.00
LTA Search	\$ 7.45
Loss of rental for 5 days @\$120.00	<u>\$ 600.00</u>
	<u>\$ 3,407.45</u>

Enclosed are the supporting documents for your perusal:-

GIA

Repair bill

Kindly let us have your payment of **\$3,407.45** in our workshop's name within the next 14 days.

Please do not hesitate to contact our Mr Roy at 6951 3770 or email blackeagleauto@gmail.com should you have any queries on your matter. We thank you for your kind attention and appreciate your quick remittance.

Yours faithfully,

Encl.

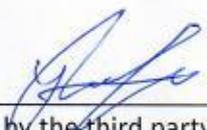
LETTER OF AUTHORITY

We/I, Gary Yong ("the third party claimant") of UEN/NRIC No. S8240022B, owner of vehicle Reg.No SKW 4614B hereby authorize **BLACK EAGLE AUTO PTE LTD** ("the workshop") to act for me with respect to my claim for repair costs and/or rental and/or loss of use and/or survey fee ("claim") for my vehicle no. SKW4614B that was damaged pursuant to the accident which occurred on 07/05/2021 along near 203 Serpong central involving vehicle no/s SML 2275T ("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 receive 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 17 of may 2021


Signed by the third party claimant

EXPRESS SETTLEMENT

DISCHARGE VOUCHER III-Direct Settlement (PODS)

India Ref: MPC2021D0002091
Claimant Ref: SKW4614B

We/I, BLACK EAGLE AUTO PTE LTD ("the workshop") hereby confirm that we/I have reached an agreement with the appointed Surveyor of India International Insurance Pte Ltd LKK AUTO CONSULTANTS PTE LTD (name of Surveyor) with respect to the amount claimed for S\$ 2,800.00 (repair cost), S\$ 500.00 (loss of ~~use~~/rental), S\$ 7.45 (search fee), vehicle no. SKW4614B that was damaged pursuant to the accident which occurred on 07/05/2021 (date) at SERANGOON CENTRAL (location) involving vehicle no. SML2275T (insured vehicle). This is pursuant to the inspection conducted on 11/05/2021 (date) at "the workshop".

We/I confirm that we/I are/am authorized by the owner YONG LIN FENG GARY ("the third party claimant") of vehicle no. SKW4614B to 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 India International 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 cost of repairs and/or rental and/or loss of use pursuant to the damage to SKW4614B (vehicle no.) as a result of the accident.

We/I confirm that the agreement reached above is in full and final settlement of all claims 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.

We/I authorize you to pay the total amount of S\$ 3,307.45 to BLACK EAGLE AUTO PTE LTD.

Dated this 17 day of Aug 2021

CLAIMANT:

Signature:




Signed by "the workshop" (with chop)

Name:

Aloysius chea

NRIC:

S9130065F

Address:

2160 compassvale drive
#04-572

Nationality:

Singaporean

Occupation:

Rental Manager

WITNESS:

Signature:



CKS

Signed by appointed Surveyor

Name:

LKK AUTO CONSULTANTS PTE LTD

NRIC:

199607198R

Address:

51 UBI AVE 1 #02-25

PAYA UBI INDUSTRIAL PARK S(408933)

Nationality:

Occupation:

BLACK EAGLE AUTO PTE LTD

25 Kaki Bukit Road 4
#05-80
SINGAPORE 417800
6951 3770

Invoice

Date: 17/5/2021
Invoice No. 20210526002

To: Gary Yong
ATTN: INDIA INT'L INS PTE LTD

Description	Quantity	Unit Price	Amount
Repair Cost	1		2800.00
Subtotal			2800.00
Discount(%)			
Less: Deposit			
Total			2800.00

Cash

Cheque No.

Cheque

Thanks for your business!

Should you have any enquiries concerning this receipt, please contact us.

25 Kaki Bukit Road 4,#05-80

Tel: 6951 3770 E-mail: blackeagleauto@gmail.com

Black Eagle Rental

25 Kaki Bukit Road 4 # 05-57

Singapore 417800

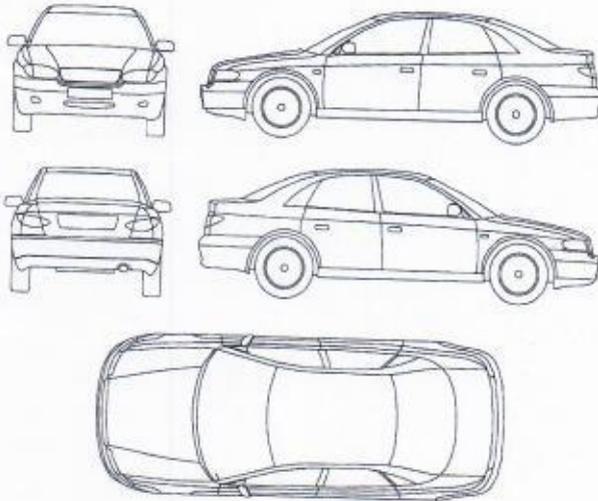
Date of Agreement: 10/5/2021

Agreement No: _____

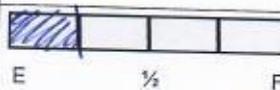
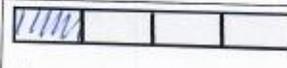
HIRER DETAIL

Name: Garry Yang
 Address: 298B Punggol Place #05-821

I/C Number: S8280022B
 Date Of Birth: 20/11/82
 Contact Number: 82882156



Vehicle No. SJN 4025K
 Vehicle Model. Hyundai avante
 Remarks:

Collection		Return	
Date	<u>10/5/2021</u>	Date	<u>14/05/2021</u>
Time	<u>1045am</u>	Time	<u>12 pm</u>
Mileage		Mileage	
Petrol		Petrol	
Signature		Signature	

Rates

Deposit		<input checked="" type="checkbox"/> No Deposit
Weekly Rental Rate		Daily Rental Rate <u>\$120</u>
Contract Term		
Deposit Refund		

Total	<u>\$600</u>
Paid	
Balance	



MAIN DRIVER DETAIL

Same as Hirer Details.

Name: _____ I/C Number: _____
Address: _____ Contact No: _____
Driving License Pass Date: _____ Date of Birth: _____

RELIEF'S DRIVER DETAIL

Name: _____ I/C Number: _____
Address: _____ Contact No: _____
Driving License Pass Date: _____ Date of Birth: _____

Insurance Excess

Section II Excess (3rd Party) - \$3000

Section II Excess (Malaysia) - \$5000

Section II Excess for Young or Inexperience (under 22yrs old or less than 2yr driving exp) - \$6000 (restricted to Singapore only)

**Amount above is GST exclusive

Rental must be transfer to Black Eagle Rental Bank Account

023-906334-9 (DBS CURRENT) / T17LL1043L (UEN, PAYNOW)

On every _____.

I hereby have read and agreed to the terms and conditions as set out on the agreement and certify that all information given is true and correct.

Hirer Signature	Main Driver Signature	Relief Driver Signature	Company Representative
			

*Sign only at Hirer Signature if Main driver is Hirer

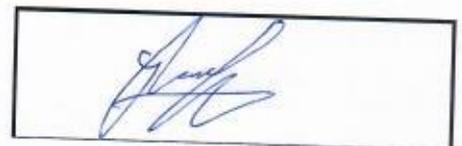
GENERAL DEFINITIONS

- 1) "BER – Means BLACK EAGLE RENTAL, which include it's successors – in-title and assigns.
- 2) "HIRER" - means subcontractor & also the person(s) signing this agreement, any other person or entity to which the charges incurred under this agreement are to be billed, and any "ADDITION DRIVER" shown on the front page of this agreement or otherwise to drive the vehicle with the written consent of BLACK EAGLE RENTAL.
- 3) "VEHICLE" – means the motor vehicle or any substitute or replacement vehicle described in this AGREEMENT and / or other Form of Records, includes all tires, tools, accessories, equipment, keys, parts and vehicle documents in or on the vehicle.

THE TERMS AND CONDITIONS FOR THE RENTAL MENTIONED ON THE 5 PAGES FORM AN INTEGRAL PART OF THIS VEHICLE RENTAL CONTRACT. BY SIGNING THIS CONTRACT, THE HIRER 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.

TERMS AND CONDITIONS

- 1) The HIRER acknowledges that the VEHICLE is in perfect running condition. The HIRER is under obligation to return the VEHICLE together with all tires, tools, accessories and equipment on the pre-arranged date or earlier if BLACK EAGLE RENTAL requests – in as good order and condition as the VEHICLE was when collected by the HIRER from BER.
- 2) Fuel is the HIRER'S expenses. ALL VEHICLES are delivered with fuel and must be returned with the same amount of fuel as at the time of delivery. In the event the HIRER is unable to fill up the fuel for the VEHICLE, BER will be authorized to do so in his name for the HIRER'S account with the minimum amount of **SGD \$50**.
- 3) The HIRER agrees to take proper care of the VEHICLE and to drive the same in a careful and skilful manner observing the traffic regulations and laws and in the event of any breach thereof, the HIRER shall pay all fines and penalties which may be incurred and shall also answer all Police and Traffic Court Summonses, including all notices and inquires in connection therewith. In particular the HIRER is to ensure that:
 - a) VEHICLE must not be overloaded;
 - b) At all times the VEHICLE must be provided with the sufficient oil, water and the prescribed tire pressure;
 - c) When not in use VEHICLE must be properly parked and locked.
- 4) The full rental cost calculated on the basis of the daily rental charge is payable on a WEEKLY basis starting from the date delivery of the VEHICLE to the HIRER. At the expiration of this rental contract, i.e. when the VEHICLE is returned to the location indicated in this Contract, any additional rental charges, which may have been incurred, shall become due for immediate payment.
- 5) The refundable deposit specified by BER from time to time, is payable by the HIRER to BER on delivery of the VEHICLE. BER shall be entitled to deduct from the said deposit at its discretion and without notice to the HIRER any amount due or owed by the HIRER.
- 6) The HIRER shall use the VEHICLE with all reasonable care and shall not:
 - a) 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 be become liable to seizure, confiscation or forfeiture; or
 - b) carry passengers in excess of the limit for which the VEHICLE is licensed; or
 - c) carry passengers or property for reward; or
 - d) participate in any race test or contest or for any purpose other than a domestic one; or
 - e) use the VEHICLE for the purpose of giving driving lessons; or
 - f) use, operate or drive the VEHICLE under the influence of any intoxicating substance or liquid; or under the influence of any drug; or
 - g) do or allow or cause anything to be done, whereby BER's vehicle insurance policy shall no longer be effective.
- 7) That the VEHICLE will be driven only by the HIRER and that the HIRER are duly qualified drivers of Ride-Hailing application and above and hold current and valid licenses to drive the VEHICLE.
- 8) The HIRER shall not take the VEHICLE outside 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 BER, the RENTAL shall be held liable and fully responsible for all cost and expenses including but not limited to damages, repairs, towing fee, fine or claims of any nature.
- 9) In the event of an accident, the HIRER must report all accident to BER immediately. HIRER shall NOT admit liability, either verbally or in writing, insurance company will investigate and decide. Should there be bodily injuries, HIRER must report to the SINGAPORE TRAFFIC POLICE within 24 hours. The original copy of the accident report must be forwarded to our office immediately.
- 10) Any damage to the car will solely be on the HIRER responsibility, in such event, if the car needs to be sent to workshop HIRER is to be liable for the loss of income.
- 11) BER will only cover Wear & Tear of the vehicle, HIRER will be fully responsible for the charges connected to the change of tyre or battery in the event where the vehicle breaks down due to flat or punctured tyres, or flat or spilt battery due to the negligence of the HIRER.
- 12) The VEHICLE is NOT covered by a policy of insurance covering PERSONAL injuries to or death of the HIRER or his driver. If the HIRER does not arrange any PERSONAL ACCIDENT insurance cover, BER shall not under circumstances be liable to make any payment to the HIRER in respect of or to indemnify the HIRER against any loss, injury or damage sustained by the HIRER arising out of the use of the VEHICLE or as a result of any defect therein. Upon taking delivery of the VEHICLE, the HIRER shall be deemed to have satisfied himself that it is in all respects road worthy had in a proper and safe condition.
- 13) The VEHICLE is insured under a standard motor vehicle insurance policy in accordance with laws of Singapore. The HIRER agrees to be bound by the terms and conditions of the said policy, a copy of which is available for inspection. The HIRER agrees to protect the interest of BER, 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 BER;
 - b) Not abandoning the VEHICLE without adequate provisions for safeguarding and securing same;
 - c) Giving detailed report including diagram even in cases of slight damage within 24 hours at the nearest police station;
 - d) Notify BER's insurers immediately of such accidents and submitting a duly completed Motor accident Report Form;
 - e) Delivering to BER all correspondence, write or documents of any kind received by the HIRER relating to any accident involving the VEHICLE while rented under the AGREEMENT;
 - f) Comply with all requests by BER to provide assistance in any litigation or investigation of such accident.
 - g) Bearing the full compensation and repair payable to BER for any loss or damage to the vehicle during the hire period and additional charges for loss earning to the company in excess of SGD\$2500 or as stated with GST.
- 14) The HIRER expressly agrees to pay BER on demand all time, minimum or other charges applicable to this rental at rates or in the amount specified herein and in the current tariff published by BER and in addition, a sum equal in the amount or cost of all loss and damage to or in connection with the said VEHICLE during the rental period. The HIRER hereby assigns to BER any and damage and insurance claims, which he may have in this connection and agrees that the same be paid directly to BER.
- 15) BER cannot be held responsible for any damages, not covered by insurance, to the HIRER 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 rental period. The HIRER agrees to exonerate BER from all responsibility in connection with any loss or damage or inconvenience caused by the belated delivery of VEHICLE to the HIRER, possible motor troubles or any other causes.
- 16) The person(s) signing the Contract assumes full personal responsibility, jointly and severally with firm, person or organization, the driver or all substitute drivers in whose name he/she might sign.
- 17) Arising out of any breach by the HIRER or any of the terms and conditions of this Agreement:
 - a) The HIRER shall pay BER on demand all losses and damages suffered by BER arising out of breach by the HIRER of any terms and conditions of this Agreement BER including, but not



limited to any loss or damage suffered by BER from BER'S loss of use or loss of the VEHICLE for any reason whatsoever.

b) The HIRER shall pay on demand all costs and expenses (including legal costs on a solicitor and client basis) incurred by or on behalf of BER for taking any legal proceedings to enforce the provisions of this Agreement.

c) The HIRER shall at all times indemnify and keep indemnified BER and shall save and keep BER harmless against all losses, damages, claims, penalties, liabilities and expenses including legal costs however arising or incurred by BER.

18) PROVIDED HOWEVER, the VEHICLE is operated by the HIRER in accordance with all the terms and conditions of this rental.

If the VEHICLE is not returned to BER on the due date as stated in front page hereof or if the HIRER is in breach of any of the terms of this Agreement BER shall be entitled to repossess the VEHICLE at the HIRER'S expense at any time without giving him or her prior notice and the HIRER hereby irrevocably authorize BER, its servants or agents to enter into and onto 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 HIRER or any persons claiming under through him.

19) Car deposit will be collected upon collection of car, in event of any accident or defects found during the returning of car, the deposit will be forfeited to be used to offset the damage incurred. HIRER will be responsible for any additional charges incurred in the repairs when the deposit is insufficient.

20) The HIRER will be responsible to top up the petrol of the VEHICLE with a minimum grade of 95. HIRER will be fully responsible in the event of break down due to the negligence of HIRER on the usage of unsuitable petrol.

21) The RENTER is responsible for Electronic Road Pricing fees during operative hours.

22) No relaxation, forbearance or indulgence by BER in enforcing any of the terms and conditions of this Agreement shall prejudice or affect the rights and powers of BER.

23) This agreement and VEHICLE cannot be assigned or transferred by HIRER. The HIRER remains responsible regardless of any attempted assignment.

24) This agreement shall be governed by and is construed in accordance with the laws of Republic of Singapore.

25) Keep the car clean at all time, there will be a cleaning fee of **\$50.00** charged if the car is dirty.

26) No smoking is allowed in the car, if there are cigarette ash or smell in the car cleaning fee will be charged accordingly.

27) Payment must be made on time, or there will be a late fee of **\$30.00** if the payment is not given 3 days after the due date. Thereafter additional of **\$15/day** if payment is still not given. Late payment will run concurrently till payment is cleared unless further agreement is formed. If payment is still not paid, on the 7th day from the due date, the car will be taken back to the rental company BER.

28) Late return charge applies as follow

a) More than 20 mins - **\$30.00** charges applies

b) More than 1 hour - **\$10.00** (per 15 mins block) charges applies

29) Early termination of contract will be liable to a **\$500** admin charges and **deposit forfeited.**

30) **ONE-weeks' notice MUST be given to returning of cars else won't be entertained.**

a) Holiday returns

b) Return after fulfilling contract (Notice must be given **two weeks** before contract ends), if not the contract will automatically renew for **ONE month** from contract end date.

31) BER have the right to engage external agency to collect any outstanding payment on company's behalf.

32) There will be an additional **\$2000** admin charge if it applies to any of the causes below

a) Activation of agency to locate missing car or person whom cannot be contacted 7th day from due date.

b) Activation of agency to retrieve Accident Claim Excess when hirer is not cooperative unless otherwise stated. clause 13 (g)

c) Hirer refuse to pay accident damages under clause 17 will trigger the option of the company to engage agency collect on behalf.

d) Dwing money to the company with no mutual agreement between the Hirer and BER

33) to settle in instalment term.

e) Once the agency is activated, there will be **NO RETRACTING** of clause 27.

SIGNED by OR for and
on behalf of **LESSEE:**



Lessee Signature & Name

SIGNED by (Lessor) for and on
behalf of BLACK EAGLE RENTAL



Authorised signatory
Black Eagle Rental

Land Transport Authority
10 Sin Ming Drive
Singapore 575701

GST Registration No. : M4-0006529-2

Print Date/Time : 10 May 2021 / 12:06:24

Receipt Date/Time : 10 May 2021 / 12:06:19

Tax Invoice/Receipt

Receipt No. : ITNET-00000-210510-001629

Previous Receipt No. :

S/N	Item Description/ Business Transaction Reference No.	Amount Before GST (\$)	GST Amount (\$)	Amount After GST (\$)
Result of Insurance Enquiry - SML2275T As at 07 May 2021/18:30:00 Insurance Co: INDIA INT'L INS PTE LTD				
1	Insurance Enquiry - SML2275T Enquiry Fee 20210510120538074576	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				
	20210510120547253	Direct Debit: eNETS Debit (Internet Banking)		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.

Print Received Message

This mail is associated with :

***SKW4614B (MPC2021D0002091)**

[SML2275T]

TP

-

May 7 2021 6:00PM

[-]

Black Eagle Auto Pte Ltd

From India International Insurance Pte Ltd (HQ) (III_SG), sent on **06/08/2021 13:03 PM**.

To LKK_HQ

Subject Alert - Adj Mandate Approved (S\$3307.45) - SKW4614B - Claim Handler: Priya

Approved:3307.45.