

Munich Autocare Pte Ltd



Our Ref: MA/SMK7079R/INDIA/TP/AT

Yours Ref: SMW2456E

20 Aug 2021

India International Insurance Pte. Ltd.
64 Cecil Street
#04-00 & #05-.00 IOB Building
Singapore 049711

Attn: Motor Claims Dept

Dear Sirs/ Mdm

**ACC INVLG SMK7079R & SMW2456E ALONG CROSS JUNCTION BTW
GANGES AVE & INDUS ROAD ON 15/05/2021.**

We are the repairers of vehicle nos. SMK7079R and understand that you were the insurer of vehicle nos. SMW2456E involved in the aforesaid accident. Our investigations reveal that the accident was caused by the negligence of the vehicle insured by you. As such, we are looking to you for reimbursement calculated as follows;

1) Repair Costs	S\$ 30,854.81
2) LTA Receipt	S\$ 7.45
3) Loss of Rental (\$92.00 x 10 days)	S\$ 920.00
4) PRI (\$92.00 x 2 days)	S\$ 184.00
TOTAL:	S\$ 31,966.26

To substantiate our claim, we enclosed the following;

- Final Bill
- LTA Search receipt
- Letter of Authorization
- SAS Report
- Rental Agreement

We look forward to your favorable reply in due course.

Please note that it is a condition of any settlement reached that it shall be without prejudice to any personal injury claim (if any) of the owner/ claimant.

Yours faithfully,

Angela Tan

Motor Claims Executive

Munich Autocare Pte Ltd
Address: 60 Jalan Lam Han
#02-02/03 Carros Centre
Singapore 737869
Email: angela.tan@munichautocare.com.sg
Mobile No: 9644 3110

Telephone
(+65) 6255 2288

Encl.
Facsimile
(+65) 6265 5388

Co. Reg. No:
201832250M

Your Ref: **SMW2456E**

Date : 20.05.2021

INDIA INTERNATIONAL INSURANCE PTE. LTD.

64 CECIL STREET

#04-00 & #05-00 IOB BUILDING

Singapore 049711

LETTER OF AUTHORITY

I/We, **BIS MOTORING PTE LTD** REG NO: **201735055D**
hereby authorize(s) **Munich Autocare Pte Ltd** to provide further
instructions on my behalf relating to the said claims and as such, all future
correspondence should be addressed to **60 Jalan Lam Huat #07-43,**
Carros Centre, Singapore 737869.

I hereby authorized the cheque payment to be issued in favour of **M/s**
Munich Autocare Pte Ltd.

Claimant's Signature : _____
Name : _____
NRIC : _____
Date : _____



Witness By : _____
Name : _____
NRIC : _____
Date : _____



*Please note that it is a condition of any settlement reached that it shall be
without prejudice to any personal injury claim (if any) of the owner/claimant.

EXPRESS SETTLEMENT

DISCHARGE VOUCHER III- Direct Settlement (PODS)

India Ref: MFL2021D0002320
Claimant Ref: SMK 7079R

We/I, Munich Autocare 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\$ 30,854.81 (repair cost), S\$ 920.00 (loss of use/rental), S\$ 7.45 (search fee), vehicle no. SMK 7079R that was damaged pursuant to the accident which occurred on 15/05/2021 (date) at Ganges Ave (location) involving vehicle no. SMW 2456E (insured vehicle). This is pursuant to the inspection conducted on 18/05/2021 (date) at "the workshop".

We/I confirm that we/I are/am authorized by the owner BIS MOTORING PTE LTD ("the third party claimant") of vehicle no. SMK 7079R 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 SMK 7079R (vehicle no.) as a result of the accident.

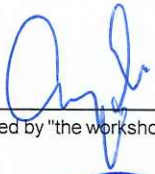
We/I confirm that the agreement reached above is in full and final settlement of all claims of "the third party claimant" pursuant to the accident and that further this settlement is reached on a without prejudice and without admission of liability basis.

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\$ 31,782.26 to Munich Autocare Pte Ltd.

Dated this 21 day of Sept 2021

CLAIMANT:

Signature: 
Signed by "the workshop" (with chop)

Name: _____

NRIC: _____

Address: _____

Nationality: _____

Occupation: _____



WITNESS:

Signature:  KSC
Signed by appointed Surveyor

Name: LKK Auto Consultants Pte Ltd

NRIC: 199607198R

Address: 51 Ubi Avenue 1

#01-25 Paya Ubi Ind. Park S(408933)

Nationality: _____

Occupation: _____



Munich Autocare Pte Ltd

60 Jalan Lam Huat #02-02/03 Carros Centre Singapore 737869

Tel: +65 6255 2288 | Fax: +65 6265 5388

Company Reg. No.: 201832250M | GST Reg. No.: 201832250M

INDIA INT'L INSURANCE PTE LTD

Tax Invoice

Inv No. : BPINV21080077
Invoice Date : 20 Aug 2021
Ref : BPWJ2107089
Terms : COD
Veh. No. : SMK7079R
Current Mileage: 135269

#	Description	Qty	UOM	U/P	Amt
1	Bumper Front GS4	1.00	EA	1,461.72	1,461.72
2	FENDER BRACKET FRT LH	1.00	EA	288.96	288.96
3	Bumper Bracket Front Left	1.00	EA	152.62	152.62
4	FOG Lamp Moulding OU	1.00	EA	256.44	256.44
5	FOG Lamp Cover Chorm	1.00	PC	236.44	236.44
6	Headlamp LH R9A3 GS4	1.00	EA	1,101.10	1,101.10
7	BRACKET, FENDER FRT	1.00	EA	104.25	104.25
8	Fender Front LH GS4	1.00	EA	657.60	657.60
9	Wheel arch - FRT LH	1.00	EA	270.40	270.40
10	Wheel Arch Clip J5AL	6.00	EA	7.00	42.00
11	BLIND SPOT SENSOR	1.00	EA	0.00	0.00
12	PROTECTOR - FRT LH DOOR	1.00		640.00	640.00
13	Side Sill Panel Lowe	1.00	EA	702.40	702.40
14	Passenger Air Bag	1.00	EA	1,591.59	1,591.59
15	Seat Belt Tensio	1.00	EA	262.99	262.99
16	Seat Belt Tensio	1.00	EA	262.99	262.99
17	Seat Belt FRT LH	1.00	EA	1,184.69	1,184.69
18	Seat Belt FRT RH	1.00	EA	1,184.69	1,184.69
19	Seat Belt 2nd Roll	1.00	EA	1,184.69	1,184.69
20	Seat Belt 2nd Roll	1.00	EA	1,184.69	1,184.69

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Ref : BPWJ2107089
Terms : COD
Veh. No. : SMK7079R
Current Mileage: 135269

#	Description	Qty	UOM	U/P	Amt
21	SEAT BELT BUCKLE 2ND	1.00		175.50	175.50
22	SEAT BELT BUCKLE 2ND	1.00		175.50	175.50
23	SEAT BELT BUCKLE FRONT	1.00		324.61	324.61
24	SEAT BELT BUCKLE FRONT	1.00		324.61	324.61
25	Airbag Computer GS4	1.00	EA	1,530.12	1,530.12
26	RIM	1.00		1,320.00	1,320.00
27	Dashboard Assy GS4	1.00	EA	3,812.60	3,812.60
28	ABSORBER FRT	1.00		259.20	259.20
29	ABSORBER BEARING	1.00		299.60	299.60
30	ABSORBER DAMPER STOP	1.00		221.16	221.16
31	Rotary Switch GS4	1.00	EA	828.49	828.49
32	WHEEL ARCH FRONT LH	1.00		281.40	281.40
33	Tie Rod End RH GS4	1.00	EA	212.52	212.52
34	Lower Arm LH FRT GS4	1.00	EA	578.90	578.90
35	Steering Tie Rod L & R	1.00	EA	215.60	215.60
36	driveshaft lh	1.00		1,509.34	1,509.34
37	Front brake disc GS4 Renault	1.00	PC	233.52	233.52
38	BRAKE DISC BACK PLAT	1.00		100.24	100.24
39	STABILIZING BAR LINK	1.00		176.82	176.82
40	KNUCKLE ARM FRT LH	1.00		681.00	681.00

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Veh. No. : SMK7079R
Current Mileage: 135269

#	Description	Qty	UOM	U/P	Amt
41	W/HUB W/EGR FRT	1.00		742.00	742.00
42	ABSORBER TOP MTG FRT	1.00		72.80	72.80
43	Steering Wheel Airbag	1.00	EA	1,398.95	1,398.95
44	LESS 10%	1.00		-2,824.47	-2,824.47
45	TYRE	1.00		280.00	280.00
46	BUMPER CLIPS	6.00		7.00	42.00
47	BP-Labour for panel beating, realign front bumper, front fender LH and front door LH and all affected areas	1.00		800.00	800.00
48	BP-Labour for wheel alignment	1.00		60.00	60.00
49	BP-Labour for remove & replace passenger seat airbag and driver seat airbag	1.00		320.00	320.00
50	BP-Labour for diagnostic setting passenger and driver restraint system	1.00		364.00	364.00
51	BP-Labour for check wiring system for proper function	1.00		20.00	20.00
52	BP-Labour for dismantle & reifx front seat belt LH & RH and buckle LH & RH and rear seat belt LH & RH and buckle RH & RH	1.00		180.00	180.00
53	BP-Labour for dismantle & reifx dashboard	1.00		250.00	250.00
54	BP-Labour for putty and spray paint front bumper, bonnet, front fender LH, front door LH and all affected areas	1.00		880.00	880.00
55	BP-Labour for remove and reifx all parts as above	1.00		220.00	220.00

Remarks:

DOA:15.5.2021

ALL PAYMENT SHOULD BE MADE PAYABLE TO MUNICH AUTOCARE PTE LTD
BANK : UOB BANK
BANK CODE : 7375
BRANCH CODE : 001
ACCOUNT NO. : 4513099651

Subtotal : S\$ 28,836.27
GST 7.0% : S\$ 2,018.54
Total : S\$ 30,854.81

I agree to the price as listed above and affirm that the goods are received in good condition.

For **Munich Autocare Pte Ltd**



(Customer's Signature and Company Stamp)

(Authorised Signature)

**BIS MOTORING PTE LTD**

20 Bendemeer Road, #03-13/14

BS Bendemeer Centre, Singapore 339914

Tel: 6534 0123 Fax: 6532 7671

Co. Reg. No. / GST Reg. No. : 201735055D

RENTAL AGREEMENT**GV2011-001**

(This shall form part of the Rental Documents referred in the terms and conditions)

The Rental Agreement is made on 01 (Day) 11 (Month) 2020 (Year)

Between

1. **BIS Motoring Pte. Ltd. (UEN No. 201735055D)**, a company incorporated in Singapore, registered address at 20 Bendemeer Road #03-13/14 BS Bendemeer Centre Singapore 339914 (herein referred to as "the Owner") and
2. **LEONG PENG HOONG (NRIC No. S1736418I)**, residing at 785B WOODLANDS RISE #07-78 SINGAPORE 732785 the person and/or company signing the Rental Documents (herein referred to as "the Hirer") whose particulars are recorded in the Rental Documents and
3. **GOVOOM Pte. Ltd. (UEN No. 201838865E)** a company incorporated in Singapore, registered address at 20 Bendemeer Road #01-07 BS Bendemeer Centre Singapore 339914 (herein referred to as the "appointed Fleet Management Company")

(collectively, known as "parties")

Where as

1. The Owner is a leasing company incorporated in Singapore and has engaged the appointed Fleet Management Company to manage all matters relating to the Vehicle No. SMK7079R, details stated in Vehicle Details below (the "Vehicle").
2. During the appointment period, the appointed Fleet Management Company would act on behalf of the Owner to manage all matters relating to the Vehicle. The Hirer shall contact the appointed Fleet Management Company directly on all matters relating to the Vehicle. In the event the appointed Fleet Management Company is no longer being appointed by the Owner, the Owner reserves the right to manage the Vehicle directly or appoint another appointed Fleet Management Company.
3. The Hirer shall acknowledge and fully understand the Terms and Conditions which form part of the Rental Documents throughout the term of the lease period ("Lease Period").
4. All parties accept the terms and conditions set out below by signing this Rental Agreement.

It is agreed between the parties as below :

A. Vehicle Details ("Vehicle")

Vehicle No. : SMK7079R
Vehicle Make/ Model : RENAULT/GRAND SCENIC IV 1.5 DCI AT EU6
Vehicle Colour : White

B. Lease Period

Date of Handover : 31/10/2020 17:00 Period of the Lease : 1 YEAR
Commencement of the Lease Period : 01/11/2020 Option to Renew : NA

C. Deposits

Rental Deposit ("Deposit") : \$ 500.00

D. Rental Rate

Rental Rate ("Rental") : \$ 92.00 per day (inclusive of GST)
Renewal Rate ("Renewal Rental") : N.A

E. Bank Account Details

Rental payment shall be paid every Monday to the Owner's Bank Account : **Current Account No.: 072-005990-5** (PayNow Proxy: 201735055DGVM)

F. Accident Excess

The excess for any claims shall be as follows:

- I. \$2,140.00 (inclusive of GST) for Section 1 for accidents occurring within Singapore.
- II. \$2,140.00 (inclusive of GST) for Section 2 for accidents occurring within Singapore.
- III. \$4,280.00 (inclusive of GST) for Section 1 for accidents occurring within West Malaysia.
- IV. \$4,280.00 (inclusive of GST) for Section 2 for accidents occurring within West Malaysia.

In the event that the Vehicle or any part thereof is damaged as a result of any accident howsoever caused, the Hirer shall forthwith pay to the Owner the Excess amount payable for both Section 1 and Section 2 (referred to as the "Excess" in the Schedule or in the policy, whichever is higher) in respect of each and every accident.

Only upon a successful claim against the third party being made will the Excess for Section 2 be refunded to the Hirer. The claim is deemed successful if and only if the full loss and damage (including any legal costs on a full indemnity basis) is recovered without any deduction for the Hirer's contribution to the accident (if any).

The Hirer also agrees that the Owner may in its absolute discretion conduct any negotiations and effect any settlement with the insurers, and the Hirer irrevocably agrees to abide by any such settlement.

Remarks : NEW CONTRACT \$552 PER WEEK

**BIS MOTORING PTE LTD**

20 Bendemeer Road, #03-13/14

BS Bendemeer Centre, Singapore 339914

Tel: 6534 0123 Fax: 6532 7671

Co. Reg. No. / GST Reg. No. : 201735055D

G. Termination

The Owner shall have the rights to immediately terminate this Rental Agreement if there is a breach of any of the Terms and Conditions in the Rental Documents.

By signing below, all parties agree to all Terms and Conditions stated in the Rental Documents.

The Hirer's Name : LEONG PENG
HOONG

GOVOOM Pte. Ltd.

BIS Motoring Pte Ltd

**BIS MOTORING PTE LTD**

20 Bendemeer Road, #03-13/14

BS Bendemeer Centre, Singapore 339914

Tel: 6534 0123 Fax: 6532 7671

Co. Reg. No. / GST Reg. No. : 201735055D

HIRER'S AND/OR NOMINATED PERSON'S PARTICULARS FORM (if applicable)

(This shall form part of the Rental Documents referred in the Rental Agreement and terms and conditions)

Hirer's and/or Nominated Person's Particulars (Vehicle No. SMK7079R)

Hirer

Name : LEONG PENG HOONG
NRIC No. : S1736418I
Date of Birth : 01/04/1966
Gender : Male
Age : 55
Year(s) of Driving Experience : 13
Contact No. :
Home Address : 785B WOODLANDS RISE #07-78 SINGAPORE 732785
Email Address : JLEONGPENGHOONG@GMAIL.COM

In Case of Emergency

Name :
Relationship :
Contact No. :

Self-Declaration

Hirer

1. Have you ever been charged with, cautioned or convicted of any offence involving any major accidents that has caused human injuries in Singapore or in any other country?

~~Yes~~/No

If yes, please state :

2. Have you ever been charged with, cautioned or convicted of any offence in relation to any traffic rules in Singapore or in any other country?

~~Yes~~/No

If yes, please state :

3. Have you ever been charged with, cautioned or convicted of any offence in relation to any customs rules in Singapore or in any other country?

~~Yes~~/No

If yes, please state :

4. Have you ever been charged with, cautioned or convicted in relation to any criminal offence in Singapore or in any other country; or are you at present the subject of a criminal investigations/pending prosecution in Singapore or in any other country?

~~Yes~~/No

If yes, please state :

5. Do you have any existing contracts with a private hire company?

~~Yes~~/No

If yes, please state :

The Hirer's Name : LEONG
PENG HOONG



BIS MOTORING PTE LTD

20 Bendemeer Road, #03-13/14

BS Bendemeer Centre, Singapore 339914

Tel: 6534 0123 Fax: 6532 7671

Co. Reg. No. / GST Reg. No. : 201735055D

No. GV2011-001

TERMS AND CONDITIONS

(This shall form part of the Rental Documents referred in the Rental Agreement)

1. VEHICLE DESCRIPTION AND TERM OF HIRE

The Owner will let and the Hirer will take the motor vehicle, details of which are described in the Rental Documents (herein referred to as "the Vehicle"), for the term of hire as described in the Rental Documents.

2. PERSONS WHO MAY DRIVE THE RENTAL VEHICLE

The Vehicle may be driven during the term of hire only by the persons named on the Rental Documents or in a supplementary driver's sheet attached to the Rental Agreement, and only if they hold a current full valid driver's licence appropriate for the Vehicle while they are using the Vehicle.

3. PAYMENTS BY HIRER

- a. The Hirer shall pay the Owner for the hire of the vehicle the sum or sums specified in the Rental Documents; and authorizes the Owner to charge all amounts payable to the Hirer's account. The Hirer's account means a nominated debit card, credit card, or pre-arranged charge account.
- b. Weekly rental is calculated in weekly pay blocks from Monday to Sunday. (For the first week of hire, rental will be calculated on a prorated basis). The Hirer shall pay the Owner rental due by Monday the following week.

Rental payment shall be paid every Monday to the Owner's Bank Account : **Current Account No.: 072-005990-5** (PayNow Proxy: 201735055DGVM)

- c. In addition to the payment specified in clause 3a above, the Hirer acknowledges that they shall be liable at the end of the hire term to pay to the Owner any applicable additional charges payable at the end of the term. These include, but are not limited to:
 - i. a fee to cover additional drivers;
 - ii. charges for petrol or other fuel used (but not oil);
 - iii. ERP;
 - iv. charges for late return of the vehicle;
 - v. charges for damage to or repair of the vehicle (subject to the other terms of the Rental Agreement); and any enforcement charges relating to such damage or repairs (including legal costs);
 - vi. charges for cleaning the vehicle's interior if the vehicle is returned in an excessively dirty condition that requires extra cleaning or deodorizing. This includes, but is not limited to, spillage of fluids, food, vomit, other stains, and unpleasant odours including cigarette smoke;
 - vii. traffic and/or parking offence infringement fees;
 - viii. the administration fees as specified in the Rental Agreement; and
 - ix. any surcharges in connection with the use of a debit or credit card by the Hirer.
- d. The Owner can charge the amounts set out in clause 3 to the Hirer's account during or after the term of hire is completed, or the Hirer may pay such charges as agreed with the Owner, such choice to be at the Owner's sole discretion. The Hirer is liable to pay all charges due regardless of whether the Owner charge the amount to the Hirer's account.
- e. If the Hirer fails to pay any money due under or in connection with the Rental Agreement within 3 days of the date by which the Hirer was required to pay the money, the Owner may, without prejudice to any other rights or remedies the Owner may have or be entitled to, charge the Hirer and the Hirer must pay all additional costs as outlined below:
 - i. interest at 10% (compounded daily) on the total amount owing from the expiry of 3 days from the date, or a penalty of S\$50.00, whichever is higher, on which the Hirer was required to pay the money to the date of payment;
 - ii. all costs incurred by the Owner for the collection of the unpaid money by a debt collection agency or other external or legal agency; and
 - iii. an administration fee of S\$53.50 (inclusive of GST).

4. USE OF THE VEHICLE

The Hirer shall not:

- a. use or allow the Vehicle to be used for the transport of passengers for hire or reward unless the Vehicle is hired with the Owner's knowledge and permission for such use;
- b. allow the Vehicle to be used by unauthorized persons;
- c. allow the Vehicle to be used outside his/her authority;
- d. sublet or hire the Vehicle to any other person;
- e. operate the Vehicle or allow it to be operated in circumstances that constitute an offence against any Act, including but not limited to Section 67 of the Road Traffic Act, regulations or bylaws, relating to driving under the influence of alcohol and/or drugs;
- f. operate the Vehicle or allow it to be operated in any race, speed test, reliability trial, rally or contest, or operated on any race or rally circuit or in any event as a pace-maker or testing in preparation for any of them;
- g. operate the Vehicle, or allow it to be operated, in breach of the Road Traffic Act, or any other Act, regulations, rules or bylaws relating to road traffic;
- h. operate the vehicle or allow it to be operated for the transport of more passengers or goods than the maximum specified in the certificate of loading and/or road user charge certificate, whichever is the lesser, for the Vehicle;
- i. drive or allow the Vehicle to be driven by any person if, at the time of driving the Vehicle, the driver does not hold a current full valid driver's licence appropriate for the vehicle;
- j. drive or allow the Vehicle to be driven outside of mainland Singapore;
- k. drive or allow the vehicle to be driven on any roads excluded in clause 11 of these terms and conditions, or on any beach, driveway, or surface likely to damage the vehicle;
- l. allow the vehicle to be driven by any person who is not named or described in the Rental Documents as a person permitted to drive the vehicle;
- m. operate the vehicle or allow it to be operated to propel or tow any other vehicle;
- n. operate or allow the vehicle to be used in involvement with any illegal activity, including but not limited to theft, drug pedalling, trafficking and/or smuggling; or
- o. allow any person to smoke in the Vehicle.
- p. pump Malaysia diesel at all times.

**BIS MOTORING PTE LTD**

20 Bendemeer Road, #03-13/14

BS Bendemeer Centre, Singapore 339914

Tel: 6534 0123 Fax: 6532 7671

Co. Reg. No. / GST Reg. No. : 201735055D

No. GV2011-001

In the event of any breach thereof, the Hirer will incur penalties rendered against him by the Owner. Failure to comply may also result in severe consequences as the Hirer assumes full responsibility, and in the event of any breach thereof, the Hirer shall pay all fines, cost of repair, and penalties incurred. In the event of the Vehicle being seized, confiscated or forfeited as a result thereof, the Hirer shall indemnify the Owner for all losses incurred, including but not limited to the value of the Vehicle. The Hirer shall also answer to all traffic summonses, Notices and Inquiries in connection therewith.

5. HIRER'S OBLIGATIONS

The Hirer shall ensure that:

- a. all reasonable care is taken when driving and parking the Vehicle;
- b. all traffic regulations and laws are observed while they are using the Vehicle;
- c. the water in the Vehicle's radiator and battery is maintained at the proper level;
- d. the oil in the Vehicle is maintained at the proper level;
- e. only the fuel type specified for the Vehicle will be used;
- f. the tyres are maintained at their proper pressure;
- g. the Vehicle is locked and secure at all times when it is not in use and the keys kept under the Hirer's personal control at all times;
- h. the distance recorder or speedometer are not interfered with;
- i. no part of the engine, transmission, braking or suspension systems are interfered with;
- j. should a warning light be illuminated or the Hirer believes the Vehicle requires mechanical attention, the Hirer will stop driving and advise the Owner immediately;
- k. all drivers authorised to use the Vehicle during the term of hire are aware of and comply with the terms outlined in the Rental Agreement; and
- l. any authorised driver carries their valid driver's licence with them in the Vehicle at all times and will produce it on demand to any enforcement officer.

In the event of any breach thereof, the Hirer will incur penalties rendered against him by the Owner. Failure to comply may also result in severe consequences as the Hirer assumes full responsibility, and in the event of any breach thereof, the Hirer shall pay all fines, cost of repair, and penalties incurred. In the event of the Vehicle being seized, confiscated or forfeited as a result thereof, the Hirer shall indemnify the Owner for all losses incurred, including but not limited to the value of the Vehicle. The Hirer shall also answer to all traffic summonses, Notices and Inquiries in connection therewith.

6. OWNER'S OBLIGATIONS

The Owner shall supply the Vehicle in a safe and roadworthy condition upon handover of the Vehicle.

7. MECHANICAL REPAIRS AND ACCIDENTS

- a. If the Vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, the Hirer shall notify the Owner of the full circumstances by telephone immediately. If possible move cars to a safe place, out of traffic. Turn on the Vehicle's hazard lights and use cones, warning triangles or flares for safety. Take down particulars of the drivers and car plate numbers of all vehicles at the scene. Clear photos of the accident scene, surroundings and damages to the vehicles should also be taken. Should there be any bodily injuries, the Hirer shall also report to the Police of the full circumstances not later than 24 hours after the accident. In the event of any serious injuries, call 999 and/or 995 immediately.
- b. The Hirer shall not arrange or undertake any repairs or salvage without the Owner's authority (this includes, but is not limited to, purchasing a replacement tyre) except to the extent that repairs or salvage are necessary to prevent further damage to the Vehicle or to other property.
- c. 24 Hour Roadside Assistance is free for all inherent mechanical faults occurring in Singapore (as determined by the Owner or its authorised repairer) related to the Vehicle specified in the Rental Documents.
- d. For all other roadside assistance call outs including refuelling, jump start, tyre related incidents, lost keys and keys locked in the Vehicle, or any other negligence by the hirer; by itself, do not constitute a breakdown and that in the event the Owner's 24 hours Emergency or towing services is called upon to respond to such occurrence, the Hirer will be liable for a Recovery Fee of S\$53.50 (inclusive GST) during office hours of 9.00am-6.00pm, and a Recovery Fee of S\$85.60 (inclusive of GST) for timings outside of office hours, ie. 6.01pm - 8.59am. The Recovery Fee does not include the cost of replacing the damaged items. The Hirer will also be liable for all costs incurred. In the event of any roadside assistance call outs occurring outside of Singapore, the Hirer will be liable for all costs, including towing.

In the event of lost keys, the Hirer shall make a police report and submit the police report to the Owner. The Owner will have the lock replaced. The Hirer shall be liable for the cost of replacement for locks, keys, towing and service charge accordingly.

- e. If the Vehicle requires repair or replacement, the decision to supply another vehicle to the Hirer is at the Owner's sole discretion.

8. RETURN OF VEHICLE

- a. The Hirer shall, at or before the expiry of the term of hire, deliver the Vehicle to the Owner or obtain the Owner's consent to the continuation of the hire (in which case the Hirer shall pay additional hire charges for the extended term of hire).
- b. If the Hirer does not comply with this clause, and does not immediately return the Vehicle, the Owner may report the Vehicle as stolen to the Police and the Hirer must compensate the Owner for either the full cost of the Vehicle, or all additional costs and losses incurred up to the time that the Vehicle is recovered by the Owner.

In the event that the Vehicle is not returned on the expiry of the term of hire, and if a period of 24 hour elapses without there being any news regarding the delay in its return, the Owner is entitled to:

- i. regard the Vehicle as having been unlawfully appropriated and shall report this to the competent local authorities;
- ii. Charge the Hirer the rental charge for each day that the Hirer keep the Vehicle beyond the expiry time and date, plus
- iii. a compensation equal to twice the payable amount, unless the Hirer can demonstrate that the Hirer have no longer the disposal of the Vehicle through no fault of the Hirer's own or that the non restitution of the Vehicle resulted through no fault of the Hirer's own;
- iv. claim to the Hirer all the damages and losses suffered by the Owner and all the fines, tolls, penalties or sanctions that falls on the Vehicle as a result of demands issued to it by public administrations for the purpose of identifying the perpetrator or clarifying other circumstances relating to a breach or criminal offence;
- v. Start legal proceedings in order to claim the immediate return of the Vehicle.
- vi. Please note that, in such case, protections and additional contractual services would have no effect.

9. LIABILITY

- a. The Hirer is liable for:
 - i. any loss of, or damage to, the Vehicle and its accessories;
 - ii. any consequential damage, loss or costs incurred by the Owner, including salvage costs, loss of ability to re-hire and loss of revenue; and
 - iii. any loss of, or damage to, vehicles and property of third parties, arising during the term of hire.
- b. The Owner is not liable for:
 - i. Any loss or damage whatsoever and howsoever caused or occasioned by reason of the Owner resuming possession of the Vehicle;

**BIS MOTORING PTE LTD**

20 Bendemeer Road, #03-13/14

BS Bendemeer Centre, Singapore 339914

Tel: 6534 0123 Fax: 6532 7671

Co. Reg. No. / GST Reg. No. : 201735055D

No. GV2011-001

- ii. any monies, goods and things not belonging to the Owner which are in, or alleged to be in, the Vehicle at the time the Owner resumes possession of the Vehicle; and
- iii. any payment to the Hirer in respect of or to indemnify the Hirer against any loss, injury or damage sustained by the Hirer or by any third party as a result of the Vehicle or as a result of any defect therein and in taking delivery of the Vehicle the Hirer shall be deemed to have satisfied himself that is in all respects roadworthy and in a proper and safe condition.

10. INSURANCE

- a. During the Lease Period, the Owner shall insure the Vehicle with an insurance company against losses, damages, costs, injuries and/or deaths by accident or theft during the Lease Period and while in the possession of the Hirer or the Nominated Person arising in the course of use of the Vehicle. It is the Hirer's responsibility to read the terms and conditions of the insurance.
- i. In the event the Vehicle is lost or damaged and is considered by the insurer as a total loss (i.e., loss or damage beyond repair), the Hirer shall pay the Owner the full cost of the Vehicle or the cost of obtaining a replacement vehicle, at the Owner's sole discretion. The Hirer shall also compensate the Owner for the loss of use (rentals) of the Vehicle for the period required to obtain the replacement vehicle plus all administrative and miscellaneous charges including legal costs on an indemnity basis.
- ii. In an event that the Vehicle is damaged (whether arising from an accident or otherwise) and is not considered by the insurer as a total loss (i.e., damage repairable), the Hirer shall pay the Owner the cost of all repairs on the Vehicle. The Hirer shall also compensate the Owner for the loss of use (rentals) of the Vehicle for the period required to obtain the replacement vehicle plus all administrative and miscellaneous charges including legal costs on an indemnity basis.
- iii. For accidents occurring within Singapore, the excess for all vehicles is \$2,140.00 (inclusive of GST) for Section 1 and for accidents occurring within Singapore, the excess for all vehicles is \$2,140.00 (inclusive of GST) for Section 2. The excess for accidents occurring within West Malaysia is \$4,280.00 (inclusive of GST) for Section 1 and the excess for accidents occurring within West Malaysia is \$4,280.00 (inclusive of GST) for Section 2. Any accidents occurring outside of West Malaysia shall be fully borne by the Hirer.
 - 1. In the event that the Vehicle or any part thereof is damaged as a result of any accident howsoever caused, the Hirer shall forthwith pay to the Owner the Excess amount payable for both Section 1 and Section 2 (referred to as the "Excess" in the Schedule or in the policy, whichever is higher) in respect of each and every accident.
 - 2. Only upon a successful claim against the third party being made will the Excess for Section 2 be refunded to the Hirer. The claim is deemed successful if and only if the full loss and damage (including any legal costs on a full indemnity basis) is recovered without any deduction for the Hirer's contribution to the accident (if any).
 - 3. The Hirer also agrees that the Owner may in its absolute discretion conduct any negotiations and effect any settlement with the insurers, and the Hirer irrevocably agrees to abide by any such settlement.
- b. The premium payable for effecting such insurance shall be borne by the Hirer. All losses, costs, expenses, damages, injuries and/or deaths not covered by the insurance policy shall be borne entirely by the Hirer without limitation. The Hirer shall comply strictly with the terms of the insurance policy and not cause, do, or permit anything to be done which will breach or vitiate the insurance policy.
- c. The insurance does not cover windscreen damage, missing accessories, damage to undercarriage, paint spots, sand blasting and other loss or damage arising from or in connection with non-collision causes.

11. INSURANCE EXCLUSIONS

The Hirer acknowledges that the insurance will not apply:

- a. at any time when the driver of the Vehicle is under the influence of alcohol or any drug;
- b. at any time when the driver of the Vehicle is under the influence of intoxicants, medication or drugs which will affect his or her ability to drive and/or operate the Vehicle;
- c. at any time when the Vehicle is in an unsafe or unroadworthy condition, such condition arising during the course of the hire, that caused or contributed to the damage or loss, and the Hirer or driver was aware or should have been aware of the unsafe or unroadworthy condition of the Vehicle;
- d. at any time when a mechanical failure breakdown or breakage occurs and/or an electrical or electronic failure or breakdown occurs that is the result of improper use of the Vehicle. This exclusion also applies to damage to the engine or transmission system directly resulting from any mechanical failure breakdown or breakage, but does not otherwise apply to resulting damage to other parts of the Vehicle;
- e. at any time when the Vehicle is driven in any race, speed test, reliability trial, rally or contest, or operated on any race or rally circuit or in any event as a pace-maker, or testing in preparation for any of them;
- f. at any time when the Vehicle is driven by anyone not named or described in the Rental Documents as a person permitted to drive the Vehicle (unless the Hirer is a body corporate or Department of State and the driver is authorised by them to drive, subject to all other terms and conditions in the Rental Agreement);
- g. at any time when the Vehicle is driven by an unlicensed person;
- h. at any time when the Vehicle is willfully or recklessly damaged or lost by the Hirer, a Nominated Person, or a person under the Hirer's authority or control;
- i. at any time when the driver commits a traffic offence while driving the Vehicle;
- j. at any time when the Vehicle is loaded or is being loaded in excess of the manufacturer's specifications;
- k. at any time when the Vehicle is being loaded or unloaded beyond the limits of a thoroughfare and such loading or unloading is not performed by the driver or attendant of the Vehicle;
- l. at any time when the driver fails to stop or remain at the scene following the occurrence of an accident where required to do so by law;
- m. to any fine or penalty imposed as a result of prosecution for breach of any law;
- n. to any puncture, cut or bursting of any tyre, or damage to any tyre by application of brakes;
- o. to any wear and tear to the Vehicle;
- p. to any liability for damage caused by vibration or the weight of the Vehicle or its load to any: bridge or viaduct; any road or anything beneath a road; any underground pipe line or cable; or any other underground installation provided that the limit of liability in these circumstances will be S\$1,000,000.00;
- q. to any overhead damage to the Vehicle or to the property of any third party resulting from such overhead damage;
- r. at any time when the Vehicle was being driven on any unformed roads and/or roads other than tarseal or metal; including but not limited to beaches, driveways, or any surface likely to damage the Vehicle; or
- s. at any time when the Vehicle was operated beyond the term of the Rental Agreement or any agreed extension of the term, or at any other time or in any other circumstances notified by the Owner to the Hirer.

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12. TRAFFIC OFFENCES

All penalties related to traffic and/or parking offences are the responsibility of the Hirer and the Hirer is liable for any traffic and/or parking offence infringement fees incurred by the Hirer. The Owner undertakes, in the event that the Owner receives notice of any traffic or parking offenses incurred by the Hirer, to send a copy of any such notice to the Hirer as soon as is practicable and to provide the necessary information to the relevant issuing authority for such notices to be directed to the Hirer. The Hirer has the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority and has a right to seek a court hearing (within 56 days from the date of issue of the infringement notice or 28 days from the date of issue of the reminder notice).

The Hirer is also liable for an administration fee of S\$32.10 (inclusive of GST) cover the cost of processing and sending to the Hirer notices related to traffic and/or parking infringements.

13. CANCELLATION OF HIRE AGREEMENT

- a. The Owner has the right to terminate the hire and take immediate possession of the Vehicle if the Hirer fails to comply with any of the terms of the Rental Agreement, or if the Vehicle is damaged. The termination of a hire under the authority of this clause shall be without prejudice to the other rights of the Owner and the rights of the Hirer under the Rental Agreement or otherwise.
- b. Should the Hirer terminate the Rental Agreement earlier than the agreed date, subject to the provisions of this clause of this agreement, the Hirer may at any time before the expiry of the Lease Period, terminate this Rental Agreement by giving the Owner not less than one month's notice in writing to that effect.

The notice given under this clause shall be accompanied by payment in full (without deduction, set-off, counterclaim or withholding) of such sum as shall be equivalent to:

- i. all arrears of the monthly 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 the aggregate sum of the monthly lease charges for the remainder of the Lease Period. The Hirer hereby agrees that these damages are genuine estimates of the Owner's losses and damages suffered by the Owner by reason of your early termination of this Rental 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 Rental Agreement.

14. CAR DASHBOARD VIDEO CAMERA (Car Dash Cam)

The Hirer acknowledges that they are liable for:

- a. damage to or loss, including theft, of the Car Dash Cam unit and/or its accessories. The charge is S\$214.00 (inclusive of GST) per unit; and
- b. a handling and freight fee where any Car Dash Cam accessory is damaged and/or not returned with the Car Dash Cam unit. The charge is S\$32.10 (inclusive of GST) per rental.

15. Car Tracker

The Hirer acknowledges that they are liable for:

- a. damage to or loss, including theft, of the Car Tracker unit and/or its accessories. The charge is S\$535.00 (inclusive of GST) per unit;

16. PRIVACY ACT

The information requested from the Hirer is to enable the Owner to assess the Hirer's request to hire a vehicle. The Hirer does not have to supply this information, but if the Hirer does not, then the Hirer is unable to hire the Vehicle. The Hirer acknowledges that the Owner will collect, hold and use the Hirer's personal information for purposes related to the hire of the Vehicle and the provision of related customer services, including direct marketing and assessing customer satisfaction with products and services provided by the Owner. The Hirer further acknowledges that such personal information may be disclosed to debt collection agencies in the event that the Hirer defaults in the payment of any monies owing to the Owner, or other parties involved in an accident with the Vehicle while on hire to the Hirer; or any organisations responsible for the processing or handling of traffic related infringements; and the Hirer hereby authorises the disclosure of their personal information for such purposes.

1. The Hirer further acknowledges that such personal information (i.e. Name, NRIC, contact numbers, mailing and email addresses) may be disclosed for the purpose of and in connection with this Agreement including, but not limited to government authorities, where necessary, in accordance with BIS Motoring Group's Privacy Policy. We may amend our policy from time to time to ensure consistency with any developments to the way BIS Motoring Group uses your data. We will make the updated policy available on our website (www.bismotoring.com.sg/privacy-policy.)

17. GENERAL

- a. The Rental Documents shall be governed by and construed in accordance with the laws of Singapore and the Hirer hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore on any disputes which may arise out of or in connection with the hiring contract under these conditions. The Hirer agrees that the service of any writ of summons statement of claims, statutory demand, bankruptcy application or any legal, enforcement or bankruptcy notice, document or process in respect of any claim, action or proceeding (including legal, enforcement and bankruptcy proceedings) may be effected by sending it by hand or by prepaid ordinary post to your address as stated in the Rental Documents, or at the Hirer's last known business or private address, and such service of process shall be deemed to be good and effectual service on you notwithstanding that it is returned by the post office undelivered. Nothing shall affect the Owner's right to serve process in any manner permitted under any applicable law.
- b. The Hirer shall not without the prior approval of the Owner in writing assign any right or benefit under the Rental Documents.
- c. The headings or titles in the Rental Documents shall not in any manner affect or restrict the interpretation of the contents of the clauses of the Rental Documents.
- d. In the Rental Documents, unless the context otherwise requires:
 - i. the expression "the Vehicle" includes all replacements and renewals thereof and all additions and accessories whether made before or after the commencement of hire;
 - ii. words in the singular number shall include the plural and vice versa;
 - iii. the expressions "the Owner" and "the Hirer" shall include their respective successors in title and assigns whether immediate or derivative; and
 - iv. "Person" and "Party" shall include any company, association, or body of persons, incorporated or unincorporated;
 - v. "Parties" means the parties to this Rental Agreement and Party means any of them; and
 - vi. If there is more than one hirer of the Vehicle named in the Rental Documents, all of such persons shall be jointly and severally liable for all obligations and undertakings of the Hirer of the Vehicle in the Rental Documents.

NOTE TO HIRER

NOTE - THE OWNER MUST GIVE THE HIRER AT LEAST ONE COPY OF THE RENTAL AGREEMENT WHICH MUST BE KEPT IN THE VEHICLE THROUGHOUT THE TERM OF THE HIRE AND PRODUCED ON DEMAND TO AN ENFORCEMENT OFFICER.

> Back to OneMotoring



Land Transport Authority
10 Sin Ming Drive
Singapore 575701
GST Registration No. : M4-0006529-2

Print Date/Time : 18 May 2021 / 12:35:52

Receipt Date/Time : 18 May 2021 / 12:35:52

Tax Invoice/Receipt

Receipt No. : ITNET-00000-210518-001655

Previous Receipt No. :

**S/N Item Description/
Business Transaction Reference
No.**

Amount Before GST (S\$)	GST Amount (S\$)	Amount After GST (S\$)
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Result of Insurance Enquiry - SMW2456E

As at 15 May 2021/23:25:00

Insurance Co: INDIA INT'L INS PTE LTD

1 Insurance Enquiry - SMW2456E
Enquiry Fee
20210518123354416299

7.00	0.49	7.49
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Sub-Total	7.00	0.49	7.49
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Total Before Rounding	7.00	0.49	7.49
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Rounding Difference			0.04
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Total Amount Payable			7.45
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Paid By

421808XXXXXX0497	eNETS Credit Card	7.45
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Total		7.45
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Cash Change		0.00
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Tendered Amount		7.45
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Excess Refundable Amount		0.00
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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.

View Received Message

This mail is associated with :

***SMK7079R (MFL2021D0002320)**
[SMW2456E]

TP
BIS MOTORING PTE LTD
May 15 2021 11:00PM
[-]
Munich Autocare Pte Ltd

[Reply](#)[Reply All](#)[Mark as Unread](#)[Print Message](#)[Delete Message](#)[Forward](#)

From India International Insurance Pte Ltd (HQ) (III_SG), sent on **17/09/2021 14:13 PM.**

To LKK_HQ

Subject Alert - Adj Mandate Approved (S\$31966.26) - SMK7079R - Claim Handler: Gabriel Wee

Approved:31966.26:Liability is clear. Please prcoeed with direct settlement

DOCUMENTS SUMMARY

There are no documents.