

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 Authorised Driver
3. Information provided must be as truthful and accurate as possible. Any wilful 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 10/08/2021 17:54 (SGT)
Date of Accident 10/08/2021 07:42 (SGT)
Exact Location of Accident AYE, Singapore
Additional Location Information TWDS TUAS (AFTER TEBAN FLYOVER) BEFORE EXIT 14
(PENJURU RD / JLN AHMAD IBRAHIM)
Country/State of Loss Singapore

DETAILS OF OWN VEHICLE

Vehicle Registration Number SMH1095Z

INSURED/POLICYHOLDER

Is company? Yes
Name Of Registered Owner CARRO LEASING PTE LTD
Company Reg No 20185832G
Email Address keane@carro.com
Mobile Phone No (Phone) +65-67146652
Alternative Phone No (Office) +65-67146652

VEHICLE PARTICULARS

Manufacturer Audi
Model A4
Variant -
Exact purpose for which vehicle was being used at time of accident Employment
Are you claiming under your own insurance policy for repair to your vehicle? No - Claiming third party
Vehicle Category Private car
Transmission Auto
CC 1984

INSURANCE COMPANY

Name of Insurance Company NTUC Income Insurance Co-operative Ltd
Type of Coverage Comprehensive
Fleet Policy No
Policy Number CV00000480855
Cover Note Number -

DRIVER

Name of Driver GIOVANNI RINALDI

NRIC No	S2720690E
Date Of Birth	09/06/1964
Occupation	Outdoor
Date Of Driving Pass	26/07/1994
Driving experience	27 YEARS AND 1 MONTH
Gender	Male
Mobile Number	(Phone) +65-97564612
Alt. Phone Number	-
Email Address	giocarol@singnet.com.sg
Address	79 FARRER DRIVE #03-02
Address complement	-
Postcode	259283
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	Chain Collision
Weather Conditions	Clear
Road Surface	Dry

OTHER INFORMATION

Was any foreign vehicle involved in the accident?	No
Number of vehicles involved in the accident	3
Was anybody injured in the Accident?	No
Was any injured conveyed to hospital by ambulance?	-
Was any other vehicle or property damaged?	Yes
Number of Passengers (Including Driver)	1
Has the driver been approached by unknown person(s) soliciting/offering accident claims assistance?	No

DETAILS OF POLICE ACTION

Was the accident reported to the police?	No
Was notice of intended Prosecution given?	No
If yes, against whom?	-

CIRCUMSTANCES OF ACCIDENT

ON 10/08/2021 AT 0742HRS, I WAS TRAVELLING ALONG AYE HEADING TOWARDS TUAS JUST BEFORE EXIT 14 (PENJURU RD / JALAN AHMAD IBRAHIM). THE CAR (VEHICLE C) SUDDENLY BRAKED AND I FOLLOWED SUIT. I MANAGED TO COME TO A STOP. JUST A DISTANCE BEFORE THE CAR (VEHICLE C). A FEW SECONDS LATER, I FELT AN IMPACT TO THE REAR OF MY CAR (VEHICLE A), PROPELLING MY CAR FORWARD, HITTING VEHICLE C. I GOT DOWN TO CHECK AND REALISED A CAR (VEHICLE B) HAD HIT MY CAR (VEHICLE A) CAUSING MY CAR TO SURGE FORWARD HITTING THE CAR (VEHICLE C). MY CAR WAS DAMAGED IN THIS FRONT AND REAR DUE TO THE IMPACT FROM THE CAR BEHIND (VEHICLE B).

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	SKU6392M
Vehicle Manufacturer	-
Vehicle Model	-
Vehicle Variant	-
Vehicle Colour	-

Vehicle Category	Private car
Name of Driver	FOO BING GUANG
NRIC No	S8611217E
Contact Number	(Phone) +65-92325881
Address	-
Address complement	-
Postcode	-
Insurance Company Name	-
Nature Of Damage	-
Details of property damaged in accident	VEHICLE B
No. Of Passenger (Including Driver)	-

DETAILS OF OTHER VEHICLE PROPERTY 2

Vehicle Registration Number	SGT1411C
Vehicle Manufacturer	-
Vehicle Model	-
Vehicle Variant	-
Vehicle Colour	-
Vehicle Category	Private car
Name of Driver	WILIS TAN KOO WEE
NRIC No	S7437273B
Contact Number	(Phone) +65-96815917
Address	-
Address complement	-
Postcode	-
Insurance Company Name	-
Nature Of Damage	-
Details of property damaged in accident	VEHICLE C
No. Of Passenger (Including Driver)	-

SKETCH PLAN**IMPORTANT NOTICE**

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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/mail packages); and/or
 - (v) complying with applicable law in administering, processing, handling and/or dealing with my claims.
- (collectively the "Purposes")

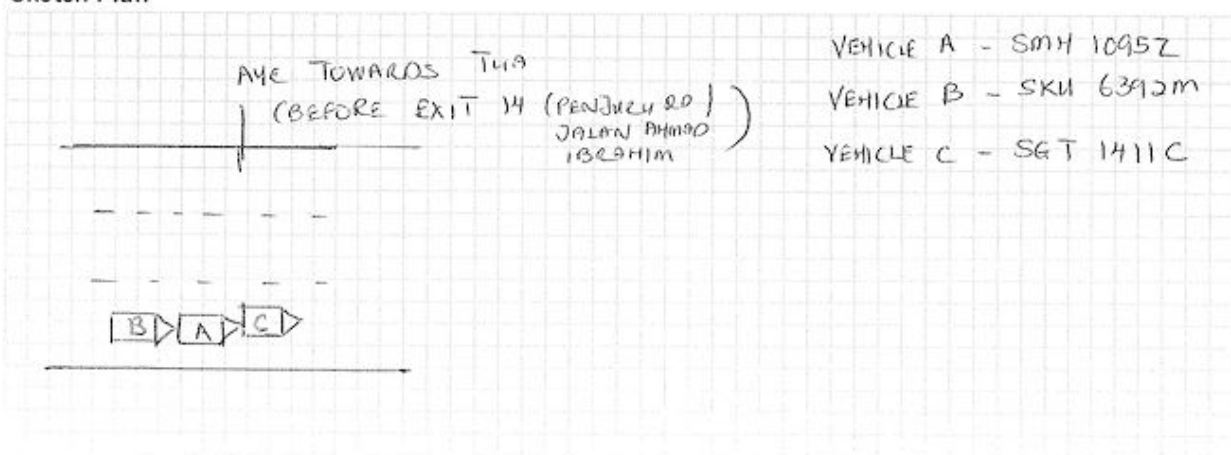
(b) all insurer(s) who have insured vehicle(s) involved in this accident and the Insurers' lawyers/law firms, may/are permitted to collect, use, disclose and/or process my Personal Information for one or more of the above Purposes; and

(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.

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

ON 10 AUG 2021 @ 0742 HRS, I WAS TRAVELING ALONG AYE
 HEADING TOWARDS TUNAS. JUST BEFORE EXIT 14 (PENJURU ROAD/JALAN
 AHMAD IBRAHIM), THE CAR (VEHICLE C) SUDDENLY BRAKED
 AND I FOLLOWED SUIT. I MANAGED TO COME TO A STOP.
 JUST A DISTANCE BEFORE THE CAR (VEHICLE C). A FEW SECONDS
 LATER, I FELT AN IMPACT TO THE REAR OF MY CAR
 (VEHICLE A), PROPELLING MY CAR FORWARD, HITTING VEHICLE C.
 I GOT DOWN TO CHECK AND REALISED A CAR (VEHICLE B)
 HAD HIT MY CAR (VEHICLE A), CAUSING MY CAR TO SURGE
 FORWARD HITTING THE CAR (VEHICLE C). MY CAR WAS
 DAMAGED IN THE FRONT AND REAR DUE TO THE IMPACT
 FROM THE CAR BEHIND (VEHICLE B)

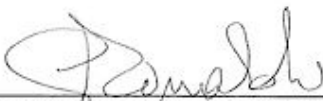
Declaration

We declare the foregoing particulars are true in every respect.

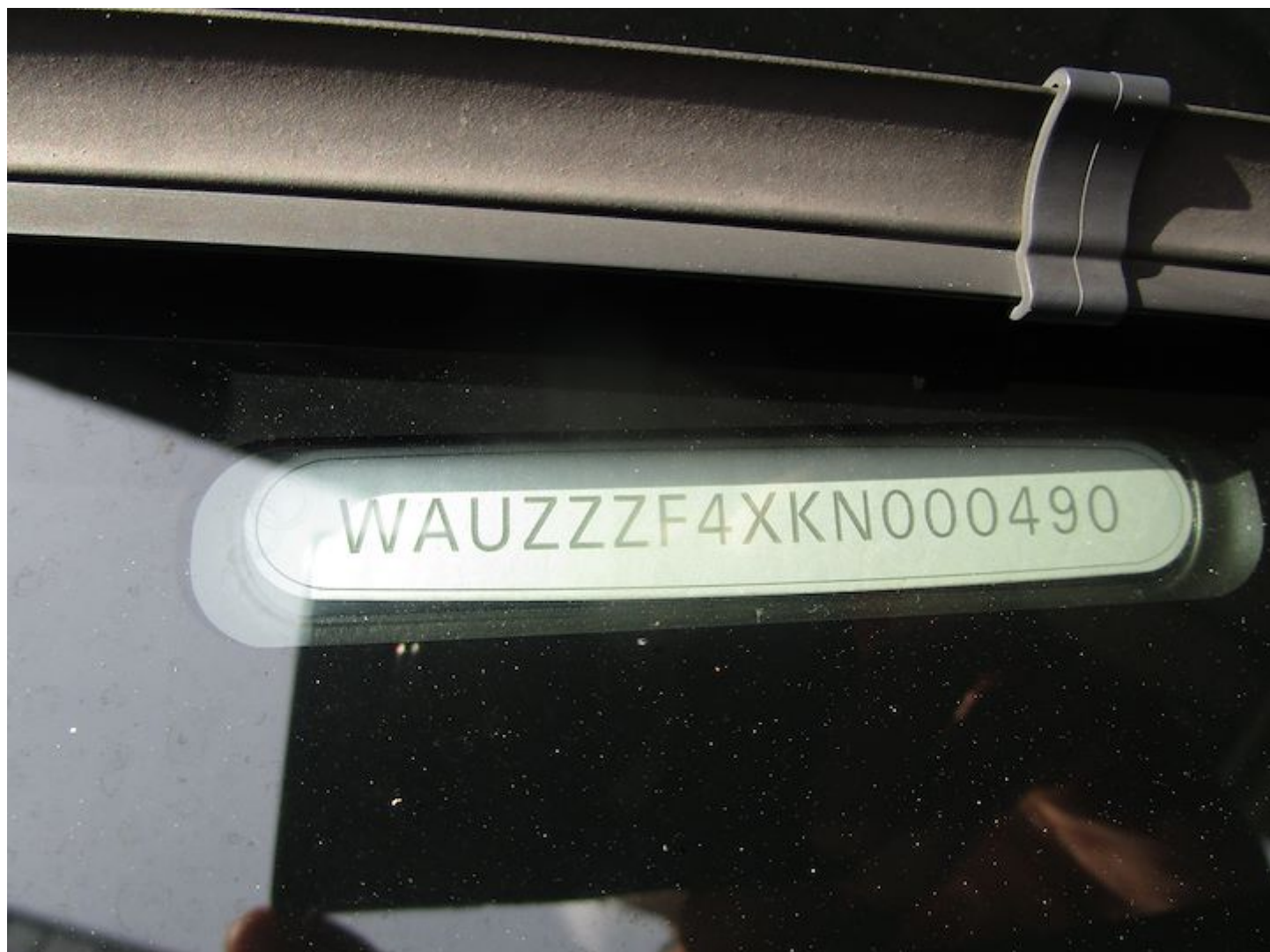
Policyholder's Signature / Date & Time



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



Witnessed by Reporting Centre Personnel























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: CV00000480855

Cover: Drivo Classic

- | | |
|--|---------------------------|
| 1. Index mark and Registration Number of Vehicle | : SMH1095Z |
| Chassis Number | : WAUZZZF4XKW00490 |
| 2. Name of Policyholder | : CARRO LEASING PTE. LTD. |
| 3. Effective Date of Insurance | : 27 Nov 2020 |
| 4. Expiry Date of Insurance | : 26 Nov 2021 |
| 5. 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. | |
| 6. Limitations as to Use# | |
| (a) Use for social domestic and pleasure purposes and in connection with the Policyholder's or Hirer'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 the carriage of passengers for reward purposes.
- (d) 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)	: S\$2000
EXCESS (SECTION 2)	: S\$500
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	: N/A
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 GENIE FINANCIAL SERVICES PTE LTD (00000573879)
 Date of Issue 19 Nov 2020 15:21:06

For NTUC INCOME INSURANCE CO-OPERATIVE LIMITED

Signed By:

Chief Executive



24 Sin Ming Lane #05-105
Singapore 573970
Tel: 6714 6652
mycarhero@n.carro.sg

VEHICLE SUBSCRIPTION AGREEMENT

This Vehicle Subscription Agreement (this "Agreement") is entered on this _____ day of _____ 20____ between:

- (1) the Subscriber whose particulars are set out below (which expression shall include the Subscriber's successors in title, assigns and transferees) of the one part; and
- (2) Trusty Cars Pte Ltd, a company incorporated in Singapore with the company registration number 201525411C and its registered address at 26 Sin Ming Lane #01-111 Midview City Singapore 573971 (hereinafter "Carro" which expression shall include Carro's successors in title, assigns and transferees as permitted by the Carro).

The terms and conditions annexed hereto (the "Terms") are hereby incorporated and form part of this Agreement. All capitalised and other terms where not defined herein are to be defined and interpreted in accordance with the Terms.

Subscriber's Name	Giovanni Rinaldi
Subscriber's NRIC/FIN/Passport	NRIC S2720690E
Subscriber's Address	79 FARRER DRIVE #03-02 S(259283)
Vehicle Description	Make / Model: Audi A4 Registration No/Serial No: SMH1095Z Chassis No: WAUZZZF4XK1U00490 Engine No: CUK070646 Year of Registration: 11 JAN 2019 Details of Accessories: -
Vehicle Colour	Red
Subscription Start Date	13 SEP 2019
Mileage at Start of Subscription	10,649
Deposit	\$1,000.00



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VEHICLE SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS

1. Interpretations and Definitions

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Accepted Risks" means all risks, claims, costs, damages, expenses and losses arising out of or in connection with your use of the Vehicle, including, without limitation to, accidents, third party injuries, property damages, theft, vandalism, fines or traffic offences;

"Applicable Law" means any law, legislation, statute, ordinance, rule, regulation, order or determination of any governmental body or authority or jurisdiction which may apply to you;

"Breakdown" means a malfunction of the Vehicle preventing the continuation of a journey i.e. immobilisation of a vehicle due to electrical or mechanical failure at home or during a journey;

"LTA" means the Land Transport Authority, Singapore, its successors and assigns, or any entity or organisation assuming and replacing the function of the LTA;

"Return Notice" means the notice for return of the Vehicle given under Clause 19.5;

"Services" mean any and all services provided by Carro to you at any time in respect of the Vehicle or matters relating thereto pursuant to the terms and conditions of this Agreement;

"Systems" means Carro's website, any of its software applications and any platforms of communication or for services provided by Carro to its customers or any person;

"Vehicle Checklist" means a checklist setting out the condition of the Vehicle provided to you at your collection of the Vehicle;

"West Malaysia" shall mean the states and federal territories in Malaysia excluding Sabah, Sarawak and the federal territory known as Labuan, or such other names as such states and territories may have at present or in the future;

1.2 Unless the context or the provisions of this Agreement otherwise require:

- (ix) references to the plural include the singular and vice versa;
- (x) the masculine shall include the feminine and neuter;



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- (a) use of the Vehicle;
- (b) maintenance on the vehicle from normal wear and tear;
- (c) insurance coverage;
- (d) roadside assistance; and
- (e) coverage of road tax and vehicle inspection fees,

all of which are subject to the terms and conditions herein and which provision is described below.

5. Representations and Warranties

You represent and warrant to Carro as follows:

- (a) all information provided from you to Carro is true, accurate and complete;
- (b) you have the necessary license to operate and drive the Vehicle;
- (c) you are twenty-one (21) years of age or older;
- (d) there are no bankruptcy petitions, proceedings or statutory demands or orders made against you; and
- (e) you has not entered into any statutory or other arrangement (voluntary or otherwise) or composition for the benefit of its creditors.

6. Collection and Delivery

- 6.1 You shall be responsible for collection and taking delivery of the Vehicle from Carro's premises at such time and place as Carro shall notify.
- 6.2 In taking delivery of the Vehicle, you represent and warrant that:
 - (a) the Vehicle is in good working order and satisfactory and roadworthy condition;
 - (b) the Vehicle has no visible defects; and
 - (c) the Vehicle is in perfect running and operating condition.



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- (j) regardless of how, in what manner, by whom or when such loss damage or destruction was caused or occasioned including but not limited to fair wear and tear and lawful forfeiture and shall ensure that all replacements, additions, repairs and accessories or parts affixed on the Vehicle are free from all charges, liens or any form of encumbrances and all such parts or accessories replaced or added to the Vehicle shall constitute or be deemed as an integral part of the Vehicle and property of Carro under this Agreement;
- (k) notwithstanding the foregoing, not to, unless with Carro's written consent, make any alteration or addition to the Vehicle or permit any alteration or addition to be made.
- (l) to permit and ensure Carro and its authorised representatives can inspect and/or test the Vehicle at all reasonable times and for this purpose or the purpose of serving any notice or demand in relation to the Vehicle, to ensure Carro is able to enter upon any premises where the Vehicle is located or where Carro believes it or found to be located at that time without any further authorisation from you. If authorisation of a third party for Carro's entry upon such premises is required, you shall procure such authorisation to enable Carro to gain entry. Any inspection shall be carried out at you cost and all charges incurred in respect of the same shall be borne by you;
- (m) to maintain all permits, licenses, approvals and/or authorisation required for the use, operation and/or storage of the Vehicle in accordance with applicable law;
- (n) to use, operate and/or store the Vehicle in a lawful manner in accordance with the manufacturer's or supplier's instruction manuals and ensure such at all times;
- (o) to ensure the Vehicle is properly secured at all times and to at all times keep the Vehicle in its possession;
- (p) to notify Carro of any change in your or any user of the Vehicle's address (only where such other user is permitted in accordance with the terms and conditions herein) and to promptly notify Carro of any change in the whereabouts of the Vehicle;
- (q) you shall not use the Vehicle for tuition or training classes, towing, racing or pace making, speed trials, rallies or any other form of motor sport, competitive event, or off-road use or for any illegal purpose whatsoever, or for any purpose other than the purposes in accordance with the instruction and/or operation manual of the Vehicle;
- (a) you shall ensure that no physical or bodily injury or property damage is caused or occasioned by any person, party or property when the Vehicle are operated, maintained or used, including but not limited to usage for test driving or other purposes;



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- (k) depending on the quantum of the damages, costs and expenses incurred by Carro as a result of your non-compliance with Carro's instructions. In the event of such non-compliance, Carro may also stipulate that your use of the Vehicle will be forfeited and withdrawn with no reimbursement;
- (l) you shall not smoke or allow any smoking in the Vehicle; and
- (m) you shall pay Carro all costs and expenses including legal costs on a full indemnity basis incurred by or on behalf of Carro in respect of the Vehicle including but not limited to that in connection with the registration, repair, preservation, storage or recovery of the Vehicle and any costs and expenses in connection with ascertaining the whereabouts of, taking possession of, insuring, selling or otherwise disposing of the Vehicle.

7.2 Each of the aforementioned obligations, undertakings and covenants shall continue in all respects notwithstanding any termination of this Agreement until the Vehicle is returned to Carro and all sums outstanding under this Agreement are paid and satisfied in full to Carro.

8. Deposit

- 8.1 The Deposit is payable by you to Carro on or prior to the collection of the Vehicle.
- 8.2 The Deposit will only be refunded on the expiry or termination of this Agreement provided there are no breaches of any terms and conditions of this Agreement. Any refund is without interest.
- 8.3 You agree that Carro shall be entitled (but not obliged) to forfeit or deduct from the Deposit or such part thereof any outstanding amounts owing to Carro. Without limitation to the foregoing, Carro shall be entitled to forfeit and/or retain any part of the Deposit in the event that you breach, fail or neglect to pay any sums or charges due to or owing to Carro including without limitation late fees, damages caused, accident excess, penalty fees, and such other fees and charges that are charged to you.
- 8.4 The Deposit is to be maintained by you throughout the term of the Lease. Where the Deposit is forfeited or such part of it is deducted by Carro, Carro may require you to pay additional sums to ensure the Deposit is of such amount as stated in this Agreement within three (3) days of demand by Carro.
- 8.5 The Deposit will be fully refunded, interest-free only when you have cancelled your account with Carro and you have fully discharged your obligations under this Agreement. Such refund shall be made within a period of up to 30 business days upon your fulfilment of the aforesaid conditions in this clause.



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- 10.6 When you are liable to Carro for penalty charges, late fees and/or any charges or fees owed to Carro, you agree that Carro shall be authorised to deduct such outstanding amounts due and owing to Carro from your credit card/ debit card/ e-wallet/ bank account as provided and/or linked to Carro.

11. Late Payment

For any payment that is not received by us within three (3) days of the due date, a late payment fee of \$107.00 (inclusive of GST) will be payable for you.

12. Application of Monies

- ☐ You acknowledge and agree that Carro may apply payments to past due payments, current payments due, late fees, and to other amounts due under this Agreement, in any order Carro chooses as allowed or as required by Applicable Law.

13. Mileage

- 13.1 The Mileage package and charges for the Vehicle will be as per stated above.
- 13.2 You hereby acknowledge and agree to maintain the Vehicle's odometer in a manner such that it shall be accurate at all times. If the odometer does not work upon return, or there is evidence of mileage tampering to the vehicle, Carro may charge you for the reduction in the value of the Vehicle and other damages caused by your actions.

14. Servicing

- 14.1 You agree to cooperate in servicing and repairing the Vehicle based on Carro's regular maintenance schedule and recommended vehicle repairs.
- ☐ 14.2 If the repairs are within the scope of recommendations by Carro, generally no fee will be charged for such repairs. Save for any maintenance and repairs as directed or undertaken by Carro, you are not to do anything in respect of the maintenance, servicing and repair of the Vehicle save with Carro's prior written consent. Should you commit a breach of the foregoing and any alternation, repairs, tampering or any other thing is done in respect of the Vehicle, without limitation to any of Carro's other remedies under this Agreement and at law, you will be liable to indemnify Carro for any damage or loss caused by such breach and for all costs and expenses to restore the Vehicle to its original condition had no such alteration, repair, tampering or other act not be done.
- 14.3 In any event, you agree to cooperate in our investigation of any breakdown, and to allow us to inspect the Vehicle upon request and to comply with all vehicle recall notices applicable to your Vehicle.
- 14.4 Save for accessories or modifications to the roof rack systems, all other modifications shall require prior written approval by Carro. Any approved accessory or modification must



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Technical Phone Assistance	Phone assistance to attempt to diagnose the Vehicle's problem and help you to get mobilised.
Breakdown Towing	Carro will arrange a tow, where it determines that Vehicle mobilisation is not possible or practical at the roadside. There will be no additional costs for towing but storage and repair costs, if any, will be chargeable.
Flat Battery Assistance	If Carro determines your battery is flat, it will arrange to jump-start the Vehicle. If the battery needs to be replaced, it will arrange for a replacement to be supplied and installed.
Lockout or Lost Key	If you have locked your keys within the Vehicle or lost your keys, Carro will provide all reasonable assistance to assist entry to the vehicle. In the event a spare key is issued, charges will be payable on the same and you will be liable to indemnify Carro for all costs and expenses relating to a replacement key or any potential issues relating to the security of the Vehicle.
Tyre Change Assistance	If you have a flat tyre, Carro will arrange to change and replace it with the spare tyre supplied with the Vehicle. The correct, serviceable spare tyre must be available and the Vehicle's own serviceable jack and wheel brace/tools need to be accessible for use by Carro. If Carro cannot change the tyre, Carro will tow the Vehicle to the nearest tyre repairer.
Accident Co-ordination	If you are involved in an accident, Carro can provide you with advice on what steps need to be taken and assist in arranging the recovery of the Vehicle and finding alternative transport.

For avoidance of any doubt, where Carro elects to assist in a Breakdown, it shall not be obliged to provide any of the aforementioned services and shall have sole and absolute discretion in determining what is to be done.

17.3 Notwithstanding any of the foregoing, Carro's road assistance services will only apply if the breakdown has not been caused by the driver or by external factors. Without limitation



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- 19.2 days of signing for any reason, Carro may cancel the transaction without refund of any amounts paid to Carro.
- 19.3 Subject to Carro's approval, the excess mileage, excess reduction and walkaway packages may be excelled upon request. The cancellation will only take effect after the end of the then current billing cycle.
- 19.4 In respect of bookings, Carro will have the right to cancel any of your bookings with Carro for any of the following reasons: (i) for any dispute with Carro relating to any pricing discrepancy; (ii) your abuse of any of Carro's Systems; or (iii) your non-compliance or breach of any of the terms and conditions of this Agreement.
- 19.5 This Agreement will determine:
- (a) when you return the Vehicle on the terms and conditions herein;
 - (b) if Carro terminates this Agreement as set out hereunder; and
 - (c) after the Vehicle reaches 10 years of age from its original date of registration.
- 19.6 You may return the Vehicle at any time upon the Notice Period to Carro either by calling Carro at +65 6714 6652, or via email to mycarhero@n.carro.sg.
- 19.7 The Return Notice shall be in such form as may be prescribed by Carro from time to time. If you do not provide to Carro any Return Notice, you shall be required to pay an additional 1 month of the Total Monthly Fee. In such case, this Agreement will terminate on the later of: (a) 5 days from Carro's receipt of notice; or (b) the date of physical return of the Vehicle to Carro.
- 19.8 Upon your return of the Vehicle, all outstanding amounts owing under this Agreement are due. Any further amounts due under this Agreement will be deducted from the Deposit, or billed to you.
- 19.9 In the event of a return of the Vehicle:
- (a) the Vehicle is to be delivered in a clean and original condition to Carro at the premises of specified by Carro together with all tyres, tools, accessories and equipment with a full petrol tank and in such good order and satisfactory condition as when it was first collected by you;
 - (b) you must ensure that all property and articles of you or any other person are removed from the Vehicle. Where the Vehicle is returned and yours or any other person's articles and property are not removed, Carro shall not be responsible or liable for any property or articles alleged to have been left in the Vehicle. Should such property or articles be found in the said Vehicle by Carro, it shall be at liberty to



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- (a) you breach any term or condition of this Agreement;
- (b) any of the representations or warranties or information given by you is found to be misleading, untrue, incorrect and/or incomplete;
- (c) the Vehicle is abandoned;
- (d) the Vehicle becomes lost, stolen, destroyed or damaged by the negligence or wrongful act of any third party or you;
- (e) you lose possession of the Vehicle by failure to pay a required deductible, confiscation, forfeiture, or other involuntary transfer;
- (f) you fail to maintain your driver's license;
- (g) Carro learns or determines that the Vehicle is being abused, significantly damaged, used for commercial purposes, or used unreasonably beyond the scope contemplated by this Agreement;
- (h) if you are deceased, suffer any disability to the extent of being unable to operate the Vehicle, or are legally incapacitated;
- (i) you use or transfer possession of the Vehicle in violation of this Agreement;
- (j) you fail to return the Vehicle as required;
- (k) you suspend or requests suspension of payment of your debts, make any composition or arrangement with your creditors, any steps or proceedings are taken to make you a bankrupt (by yourself or by any other person);
- (l) legal, execution and/or enforcement proceedings or distress have been threatened or commenced or levied against and upon you or any of your assets or property;
- (m) any insurer having insured the Vehicle cancels or refuses to renew such insurance;
- (n) you permit any judgment or order of court in any jurisdiction or any arbitral award against you to remain unsatisfied for more than seven (7) business days;
- (o) you are convicted of any serious offence involving fraud, criminal breach of trust or dishonesty or any criminal offence and/or are sentenced for any period of incarceration;
- (p) if you have 12 or more demerit points (under the Driver Improvement Point System program or its equivalent in other jurisdictions by the traffic police);



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- (c) if you fail to return the Vehicle, Carro may locate the Vehicle and repossess it by legally permissible means and charge you for and take legal action to collect damages, including the costs incurred by Carro in connection with collecting amounts owed or repossessing the Vehicle, including, but not limited to storage fees and do anything to protect Carro's interest in the Vehicle.

20. Bankruptcy Status

You must not have been a declared (or undeclared or discharged or undischarged) bankrupt and/or an individual who is being charged for bankruptcy. If you are any of the foregoing and attempt to register for a subscription with Carro or try to maintain a suspended/active membership with Carro, or continues to use the Services provided by Carro, you will be reported to relevant authorities and Carro shall be entitled to take legal action against. Additionally, if any individual who has a membership with Carro is subsequently found to be a declared (or undeclared or discharged or undischarged) bankrupt, Carro shall be entitled to unilaterally, without notification, terminate the relationship and/or any agreement with the aforesaid person, including the right to forfeit any amount due to such person which is held by Carro and there will be no entitlement to any insurance coverage whatsoever notwithstanding payment for insurance coverage. For avoidance of doubt, Carro does not permit or accept any subscriber that is or has been a declared/undeclared/discharged/undischarged bankrupt.

21. Liability and Indemnity

21.1 You agree that, insofar as permitted under Applicable Law:

- (a) Carro will not be liable, by reason of being the owner of the Vehicle, for harm to persons or property that results or arises out of the use, operation, or possession of the Vehicle by you or any other person authorised to drive it;
- (b) no condition, warranty or stipulation of any kind is given by Carro in respect of the Vehicle and all conditions, warranties and stipulations, express or implied, statutory or otherwise as to the quality, fitness, condition and description of the Vehicle are expressly excluded;
- (c) Carro shall not in any event be liable for any loss or damage relating to the Vehicle, whether such loss or damage is suffered by you or any other person and in particular, Carro shall not under any circumstances, directly or indirectly, be liable to indemnify or make any payment to Carro in respect of any breakdown or mechanical failure of the Vehicle, loss injury or damage sustained by you or by any third party as a result of the presence or use of the Vehicle or as a result of any defect therein and in taking delivery of the Vehicle. You shall be deemed to have satisfied itself that the Vehicle is in all respects roadworthy and in a proper and safe condition in taking collection of the same;



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21.2 You agree to indemnify and hold Carro and its officers, directors, employees and agents harmless from any claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to legal fees, arising out of or in connection of the following:

- (a) any Accepted Risk;
- (b) any failure of you to pay any sum due hereunder or any breach of any term of this Agreement;
- (c) any loss, damage, repair, recovery and/or repossession of the Vehicle or any of its parts and any confiscation or impoundment notwithstanding that such loss, damage or destruction occurred without any fault on the part of yourself. In the event of any of the Vehicle being damaged such that they are deemed by Carro to be a total loss, you shall be liable to pay the cost of a replacement for the Vehicle and compensate Carro for the loss of use;
- (d) any loss sustained by reason of the falsity and inaccuracy of any materials provided or statements, representations and warranties given by Carro to you at any time;
- (e) any and all fines, charges, penalties and fees arising from any of your acts or omissions;
- (f) any occurrence of any event giving rise to Carro's right to terminate this Agreement;
- (g) any breach of any law affecting the Vehicle, its use, operation or lease;
- (h) any forfeiture of the Vehicle by any enforcement authorities;
- (i) any claim for loss, damage, injury, including death, bodily and physical injury and property damage of whatever magnitude suffered by any person or party (including but not limited to you and any third parties) arising from or in connection with your placement, storage, custody, maintenance, operation and/or use of the Vehicle; and
- (j) a claim in relation to your and/or any named driver's use of the Vehicle, and/or the use of the Vehicle by an unauthorised third party;
- (k) Carro's execution or enforcement of any of its rights, powers, remedies, authorities or discretions under or pursuant to this Agreement.

22. Force Majeure

Carro shall not be deemed to be in breach of any of its obligations hereunder by reason of any delay in performing or non-performance of its obligations under this Agreement where



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immediately after the date of posting is sent by post (not withstanding that it may be returned to Carro undelivered), or at the time of sending (if by electronic mail). Nothing in this clause shall affect Carro's right to serve legal process by any other manner permitted by law

25. Personal Data

- 25.1 You acknowledge that you have read and understood Carro's privacy policy, which is available at its website which explains the purposes for which it may collect, use, disclose and process personal data of natural persons. You hereby consent to Carro's collection, use, disclosure and processing of your personal data in accordance with its data protection policy and the terms and conditions of this Agreement, and consent to any disclosure of your personal data to Carro. Where personal data or information of individuals other than yourself is disclosed by yourself to Carro, you confirm and warrant that you have provided notice to and procured the prior consent of such individuals to allow Carro, its related corporations, agents and business partners to process such personal data and information. You warrant that the personal data provided is true, accurate and complete. You are aware that you or such individuals may withdraw your consent for any or all of such purposes at any time and if consent is withdrawn, Carro may not be able to continue to provide the services or products or use or disclose your personal data or information for research, marketing purposes as stated in Carro's privacy policy unless you or such individual, as the case may be, subsequently give separate express consent to Carro. You grant to Carro consent to use the personal data and the information of individuals disclosed by you to it for the purposes of sending advertising, marketing and promotional materials in relation to the products or services.
- 25.2 Any consent you give pursuant to the terms and conditions of this Agreement in relation to personal data shall survive your death, incapacity, bankruptcy or insolvency, as the case may be, and the termination of this Agreement.
- 25.3 In the event of conflict or inconsistency between the terms and conditions of this Agreement and Carro's personal data protection policy, the terms and conditions of this Agreement shall prevail.

26. General

- 26.1 This Agreement and the terms and conditions and/or privacy policy on Carro's website shall constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.



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26.8 consent shall be effective only to the extent for which it may be made or given. The waiver of a breach or default of any of the provisions of this Agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on Carro's part to exercise or avail itself of any right or power or privilege that it has or may have under this Agreement operate as a waiver or any breach or default.

26.9 This Agreement shall be binding upon and inure to the benefit of Carro and its successors in title and assigns and any reference in this Agreement to any party shall be construed accordingly. Carro shall be entitled to assign or transfer its rights and obligations under this Agreement and in particular, you acknowledge that Carro may at any time transfer or assign its rights under this Agreement to Carro. You may not transfer your rights and obligations under this Agreement to any person.

26.10 In addition to any lien, right of set-off or any other rights which Carro may have, Carro shall be entitled at any time, without notice to you, to combine or consolidate all or any of your accounts maintained by you with Carro, and/or any liability, whether alone or jointly with any other person with or to Carro anywhere, or set-off or transfer any sum or sums standing to the credit of you in one or more of such accounts in or towards satisfaction of any of your liabilities whether alone or jointly with any other person to Carro or any other account or in any other respect whether such liabilities be actual or contingent, primary or collateral. You agree that Carro may appropriate and apply any payments made by or on behalf of you to Carro at its sole and absolute discretion notwithstanding any specific appropriation purported to have been made by you, unless such is prohibited by applicable law.

26.11 Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term or condition of this Agreement. For avoidance of any doubt, this does not affect the rights and remedies accruing to Carro hereunder.

26.12 Any document, notice or demand required, given or made by Carro to you, including without limitation any notice of assignment of your rights under this Agreement, may be given by personal service on you, its officers or partners, by registered post, service on the party's place of business or registered office or last known address, by facsimile at your last known or published facsimile number or as provided, by electronic mail sent to such electronic mail address last known or provided, by publication in Carro's statement of account to you, by publication in Carro's website, by publication in a local newspaper, by telephone, by sms, by mms or by any means or media Carro deems fit. Such document, notice or demand shall be deemed to be received at the time of delivery (where by hand or courier), twenty-four (24) hours after posting (if by registered post), upon documentary confirmation of transmission (if by facsimile), at time of sending (if by electronic mail, sms or mms), at time of publication (if by statement of account, website or newspaper) or at the time of receipt of the call (where by telephone).