

# 趙 源 摩 哆 **Chew Goon Motor**

新加坡宏茂桥第 2A 工业园第五道大牌十号门牌十五,十六,十七(一楼)及门牌五(三楼)  
Blk 10, Ang Mo Kio Industrial Park 2A, Ave. 5, #01-15, 16, 17 & #03-05, AMK Autopoint  
Singapore 568047

Business Reg. No: 221880/00C GST Reg. No: MX-0486007-A0

TEL: 6484 1626 (24Hrs) FAX: 6484 0465

◀ 修理各种汽车 敲焊打吗 咭喷漆等 ▶

Date : 23.11.2021

Your Reference : SLJ5273B

THE MOTOR CLAIM DEPARTMENT  
INDIA INT'L INSURANCE PTE LTD  
64 Cecil Street  
#04,#05 IOB Building  
Singapore 049711

ACCIDENT ON : 27.08.2021

ALONG / AT : PIE TWDS CITY NEAR BALESTIER EXIT

INVOLVING : SJY5488T & SLJ5273B

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We wish to have a "Direct Settle" to the above matter.

We enclose herewith the following documents for your perusal and attention.

1. Final repair bill for \$4,066.00 (Include GST)
2. Letter of Authority
3. Third Party Discharge Voucher
4. Motor Accident Report made by SJY5488T
5. Certificate of Insurance
6. Vehicle of Registration Log Card
7. GIA Search Result Charges @\$29.00 (SLJ5273B)
8. Loss Of Rental (10days X \$120/-) @ \$1,284.00 (Rental For 4D Pre-repair Inspec + Surveyor recommend 4D Working + 2D Weekend) (with gst)  
(In 21.09.2021 Out 30.09.2021)

Thank you.

Yours faithfully

*Chew*

.....

TAX INVOICE NO. 24864

Singapore 568047 Email: [chewgoon@singnet.com.sg](mailto:chewgoon@singnet.com.sg)  
Business Reg. No: 221880/00C GST Reg. No: MX-0486007-A0  
**TEL: 6484 1626 (24Hrs) FAX: 6484 0465**

**M** INDIA INTERNATIONAL INSURANCE P/L

Date 23.11.2021

趙源摩哆  
CHEW GOON MOTOR

crew

C/O BLK 10 ANG MO KIO IND. PARK 2A  
AVE 5, #01-15, 16 & 17 AMK AUTOPOINT  
SINGAPORE 568047

DATE :

**THE MOTOR CLAIMS DEPARTMENT**

INDIA INTERNATIONAL INSURANCE PTE LTD  
64 CECIL STREET  
#05-00 IOB BUILDING  
SINGAPORE 059711

DEAR SIRs,

**ACCIDENT ON :** 27.8.2021  
**ALONG/AT :** PIE TWDS CITY NEAR BALESTIER EXIT  
**INVOLVING :** SJY5488T & SLJ5273B

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I/ We /am /are the registered owner of vehicle no. SJY5488T which was involved  
in the above mentioned accident with your insured vehicle no. SLJ5273B.

As the accident was caused due to the gross negligence on the part of your insured driver of  
vehicle no. SLJ5273B . I/we have no alternative but to look to you for  
compensation for the losses sustained as a result of the above accident.

Presently, my/ our vehicle is lying at **M/S CHEW GOON MOTOR** of Blk 10, Ang Mo Kio  
Industrial Park 2A, Ave 5, #01-15, 16 & 17 AMK Autopoint, Singapore 568047. Telephone  
6484 1626. Kindly arrange to have it surveyed by your assessor, failing which I / we shall  
authorised my/ our repairer to proceed on with the repairs and the final bills will be  
forwarded to you for settlement.

Thank you.

Yours faithfully







**TO WHOM IT MAY CONCERN**  
**LETTER OF AUTHORITY**

ACCIDENT ON 27.8.2021 AT PIE TWDS CITY NEAR BALESTIER EXIT  
INVOLVING SJY5488T & SLJ5273B

I, KIANG KEEN HIONG NRIC No. SXXXX751A



OF 18 ANG MO KIO CENTRAL 3 #15-29 SINGAPORE 567749

Owner of motor vehicle registration No. SJY5488T

insured by ALLIANZ INSURANCE

under policy no. SP2000235383-01 do hereby authorise **M/S CHEW GOON MOTOR** of  
**Blk 10 Ang Mo Kio Ind. Park 2A, Ave 5, #01-15, 16 & 17 AMK Autopoint Singapore**  
**568047** as my authorised representative to write, negotiate & settle claim on my behalf in my  
claim against the owner and/or driver of motor vehicle registration no. SLJ5273B  
in respect of the above mentioned accident.

I also hereby authorise that the agreed settlement sum be made in favour of my  
representative **M/S CHEW GOON MOTOR** and that the said payment be forwarded to them  
as full and final discharge of my claim. I hereby exonerate the  
INDIA INTERNATIONAL INSURANCE and/or their insured and/or driver of vehicle  
no. SLJ5273B from any liability after payment of any claim to my authorised  
representative **M/S CHEW GOON MOTOR**.

Signature :    
(Company's stamp if necessary)

Dated : \_\_\_\_\_

**WITHOUT PREJUDICE to:**

- (a) Insurers' Subrogated Claim and/or
- (b) Any Personal Injury Claims

[Note: This Notice supersedes any inconsistencies  
found in this Discharge Voucher]

### THIRD PARTY'S DISCHARGE AGREEMENT

Claim ref. : \_\_\_\_\_

To M/s : INDIA INTERNATIONAL INSURANCE

In consideration of your paying at my request to M/S CHEW GOON MOTOR of Blk 10  
Ang Mo Kio Ind. Park 2A, #01-15, 16 & 17, Ave 5, Singapore 568047 the sum of Dollars  
: FIVE THOUSAND THREE HUNDRED AND SEVENTY NINE ONLY

(\$ 5,379.00 ) being cost of repair carried out to my/our motor vehicle no :

SJY5488T. All actions, claims and damages arising out of and, in  
consequence of an accident occurring on 27.8.2021

at PIE TWDS CITY NEAR BALESTIER EXIT

between SJY5488T & SLJ5273B

I/We furthermore agree that the foregoing sum is voluntarily accepted as full and final  
compromise and settlement of all claims, that the payment of the said amount shall never  
be construed as an admission of liability by the parties hereby reached.

Signature :   Witness : \_\_\_\_\_

Name : Kiang Keen Hiong Name : \_\_\_\_\_

NRIC No. : SX55X751A Date : \_\_\_\_\_

Address : 18 Ang Mo Kio Central  
3 #15-29 S 5677K9

Date : \_\_\_\_\_

**WITHOUT PREJUDICE to:**

(a) Insurers' Subrogated Claim and/or

(b) Any Personal Injury Claims

[Note: This Notice supersedes any inconsistencies  
found in this Discharge Voucher]

## 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	28/08/2021 12:33 (SGT)
Date of Accident	27/08/2021 12:26 (SGT)
Exact Location of Accident	Singapore
Additional Location Information	PIE TOWARDS CITY NEAR BALESTIER EXIT
Country/State of Loss	Singapore

### DETAILS OF OWN VEHICLE

Vehicle Registration Number	SJY5488T
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#### INSURED/POLICYHOLDER

Is company?	No
Name Of Registered Owner	KIANG KEEN HIONG (GONG JIAN XIONG)
NRIC No	SXXXX751A
Email Address	KKHIONG@HOTMAIL.COM
Mobile Phone No	(Phone) +65-90077252
Alternative Phone No	+65-90077252

#### VEHICLE PARTICULARS

Manufacturer	BMW
Model	X1
Variant	B.M.W. / X1 SDRIVE18I AT LED NAV
Exact purpose for which vehicle was being used at time of accident	Private use
Are you claiming under your own insurance policy for repair to your vehicle?	No - Claiming third party
Vehicle Category	Private car
Transmission	Auto
CC	1499

#### INSURANCE COMPANY

Name of Insurance Company	Allianz Insurance Singapore Pte. Ltd.
Type of Coverage	Comprehensive
Fleet Policy	No
Policy Number	SP2000235383-01
Cover Note Number	-

#### DRIVER

Name of Driver	KIANG KEEN HIONG (GONG JIAN XIONG)
NRIC No	SXXXX751A



Date Of Birth .....	12/01/1978
Occupation .....	Indoor
Date Of Driving Pass .....	19/09/1998
Driving experience .....	22 YEARS AND 11 MONTHS
Gender .....	Male
Mobile Number .....	(Phone) +65-90077252
Alt. Phone Number .....	+65-90077252
Email Address .....	KKHIONG@HOTMAIL.COM
Address .....	18 ANG MO KIO CENTRAL 3
Address complement .....	15-29
Postcode .....	567749
Is the driver the policyholder? .....	Yes
If No, Relationship of the Driver with the Insured .....	-
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 .....	Collision - Head to Rear
Weather Conditions .....	Clear
Road Surface .....	Dry

#### OTHER INFORMATION

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

#### PASSENGER 1

Name .....	UNKNOWN
Gender .....	Female

#### 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

#### REFER TO SKETCH PLAN

#### ATTACHMENT(S)

Are accident photos available for attachment? .....	Yes
Was there any video captured by Car Camera? .....	Yes
Reasons for not uploading a video of the accident .....	VIDEO PASS TO WORKSHOP
Was there any audio recorded? .....	No

#### DETAILS OF OTHER VEHICLE PROPERTY 1

Vehicle Registration Number .....	SLJ5273B
Vehicle Manufacturer .....	-
Vehicle Model .....	-
Vehicle Variant .....	-
Vehicle Colour .....	-

Vehicle Category .....	Private car
Name of Driver .....	-
Contact Number .....	-
Address .....	-
Address complement .....	-
Postcode .....	-
Insurance Company Name .....	-
Nature Of Damage .....	-
Details of property damaged in accident .....	-
No. Of Passenger (Including Driver) .....	-






**Describe Circumstances of the Accident**

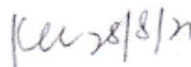
Was driving along PIE toward City near Baker Street and I was traveling on the most right lane, filter to center when an ambulance came behind and filter back after that. After filtering back to right lane, there was a stationary stop and I had to stop the car too. The car behind couldn't stop in time and hit the rear of my car.

**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



**REPUBLIC OF SINGAPORE DRIVING LICENCE**



Licence Number: **S7801751A**

Name:

**KIANG KEEN HIONG  
(GONG JIANXIONG)**

Birth Date: **12 Jan 1978**

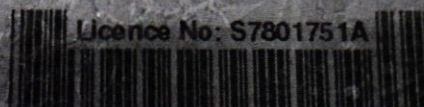
Issue Date: **06 Feb 2006**



**YOU ARE LICENSED TO DRIVE VEHICLES IN THE FOLLOWING CLASS(ES)**


	PASS DATE
Class 2B Motorcycles $\leq$ 200 cc	14 Nov 2002
Class 2A Motorcycles between 201 cc and 400 cc	08 Jun 2004
Class 3 Motor Cars $\leq$ 3000kg with $\leq$ 7 passengers, exclusive of the driver; and other motor vehicles $\leq$ 2500kg	19 Sep 1998

NP 428A





REPUBLIC OF SINGAPORE  
IDENTITY CARD NO. S7801751A




Name  
KIANG KEEN HIONG  
(GONG JIANXIONG)  
莫健雄

Race  
CHINESE

Date of birth  
12-01-1978

Sex  
M

Country of birth  
SINGAPORE



S7801751A

4171134



NRIC No. S7801751A



Date of issue  
05-02-2008

18 ANG MO KIO CENTRAL 3 #15-29  
SINGAPORE 587749

NRIC No: S7801751A Date 31/12/2018 (R)

**Allianz Insurance Singapore Pte. Ltd.**

Company Registration No.: 201903913C

GST Registration No.: 201903913C

Address: 79 Robinson Road #09-01 Singapore 068897

Tel: +65 6714 3369

Website: [www.allianz.sg](http://www.allianz.sg)**Allianz Contact Centre**

Tel : 1800 222 1818 (Local)

+65 6222 1919 (Overseas)

Email : [customerservice@allianz.com.sg](mailto:customerservice@allianz.com.sg)**CERTIFICATE OF INSURANCE****FORM MX1**

ROAD TRANSPORT ACT 1987 (MALAYSIA)

MOTOR VEHICLES (THIRD-PARTY RISKS) RULES 1959 (FEDERATION OF MALAYSIA)

MOTOR VEHICLES (THIRD-PARTY RISKS AND COMPENSATION) ACT (CAP.189 OF THE REVISED EDITION) (REPUBLIC OF SINGAPORE)

MOTOR VEHICLES (THIRD-PARTY RISKS AND COMPENSATION) RULES 1996 (REPUBLIC OF SINGAPORE)

OR ANY AMENDMENT, ACT OR ACTS PASSED IN SUBSTITUTION THEREOF

**Certificate Number** : SP2000235383-01  
**Coverage** : COMPREHENSIVE  
**Policyholder Name** : KIANG KEEN HIONG  
**Registration No.** : SJY5488T  
**Period of Insurance** : 17 MAY 2021 to 16 MAY 2022

**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 the his/her permission

\*Provided that the person driving is permitted in accordance with the licensing or other laws or regulation to drive the Motor Vehicle or has been permitted and is not disqualified by order of Court of Law or by reason of any enactment or regulations in that behalf from driving the Motor Vehicle. And provided further that the Motor Vehicle is registered under the Road Traffic Act has not been cancelled at the time of accident loss or damage.

**Limitation as to Use\*:**

Used only for social, domestic and pleasure purposes and for the Policyholder's business.

The Policy does not cover:

- (a) use for hire or reward  
(b) use for racing, pace-making, reliability trials or speed testing  
(c) use for the carriage of goods (other than samples) in connection with any trade or business  
(d) use for any purposes in connection with the Motor Trade

\*Limitation rendered inoperative by Section 8 of Motor Vehicles (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.

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) or Amendment, Act or Acts passed in substitution thereof.

**Allianz Insurance Singapore Pte. Ltd.**

04 MAY 2021  
Issued Date

Hicham Raissi  
Chief Executive Officer  
Allianz Insurance Singapore Pte. Ltd.

**Account Code** : 0000045**Excess:**

Own Damage Excess  
Windscreen Excess

SGD	600
SGD	100

> Back to OneMotoring

### Enquire PARF/COE Rebate for Registered Vehicle

<b>Vehicle Owner Particulars</b>	
Owner ID Type:	Singapore NRIC
Owner ID:	751A
<b>Vehicle Details</b>	
Vehicle No.:	SJY5488T
Vehicle to be Exported:	No
Intended Deregistration Date:	21 Sep 2021
Vehicle Make:	B.M.W.
Vehicle Model:	X1 SDRIVE18I AT LED NAV
Primary Colour:	Silver
Manufacturing Year:	2017
Engine No.:	F880H453B38A15A
Chassis No.:	WBAHS120505H48858
Maximum Power Output:	100.0 kW (134 bhp)
Open Market Value:	\$30,855.00
Original Registration Date:	17 May 2017
First Registration Date:	17 May 2017
Transfer Count:	0
Actual ARF Paid:	\$30,197.00
<b>Intended PARF Rebate Details</b>	
PARF Eligibility:	Yes
PARF Eligibility Expiry Date:	16 May 2027
PARF Rebate Amount:	\$22,647.00
<b>Intended COE Rebate Details</b>	
COE Expiry Date:	16 May 2027
COE Category:	E - Open - all except motorcycle
COE Period(Years):	10
QP Paid:	\$55,000.00
COE Rebate Amount:	\$31,082.00
<b>Total Rebate Amount:</b>	<b>\$53,729.00</b>

The information contained herein is correct as at 21 Sep 2021

OK



# SOON LEE CAR RENTAL

Block 10, Ang Mo Kio Industrial Park 2A, Avenue 5 #03-05, AMK AutoPoint, Singapore 568047

Tel: 6484 1976 Fax: 6484 0465 Registration No.: 52936075J

## TAX INVOICE

### RENTAL OF CARS, VANS

出租: 汽车、广告车

I/We Chew Guan Moh  
HIRER'S PARTICULARS of Block 10, Ang Mo Kio Industrial Park 2A, Ave. #01-15, #01-16 (main)  
If Different From Section ① #01-H, Amk Auto Point S 568 047 Tel: 6484 1626

hereinafter called "the Hirer" herby confirm having agreed to hire this day from SOON LEE CAR RENTAL hereinafter called "the Owner" the undermentioned Vehicle at the rental fees as shown below and I further agree that I shall be held responsible for:-

#### a) THIRD PARTY ONLY MOTOR VEHICLE COVERAGE

the Excess which is the maximum amount of \$2000 to cover for any third party damage or injury claims and also bear the full cost of any damage caused to the hired Vehicle resulting from any single accident including loss from inability to let the same Vehicle out on hire or loss resulting from theft and destruction of the Vehicle.

#### b) COMPREHENSIVE MOTOR VEHICLE COVERAGE

the Excess which is the maximum amount of \$1000 for any damage caused to the hired Vehicle from any single accident or any loss resulting from third party damage claim, injury claim, theft or destruction of the Vehicle.

whether or not such damage or loss is by person/persons known or unknown to me or by negligence or any breach by me of the Terms and Conditions of Hire, hereafter mentioned and printed at the back hereof:

Vehicle Regn. No. 車輛注册號碼		SLO20D		Rental Agreement 合同號碼		No. A 1653	
Section ① Hirer's And/Or Driver's Particulars 租車者 / 駕駛員個人記錄				租出日期及時間 Date & Time OUT 21/9/21			
姓名 Name: Kiang Keen Hiong				交車日期及時間 Date & Time IN 30/9/21			
地址 Address: 18 Ang Mo Kio Central 3				Chargeable		Rates Amount	
#15-29 S 567749				10 天 Days @ \$120		1,200.00	
居民證/護照號碼 I/C No./Passport No: 8XXXX751A		駕駛執照號碼 Driving Licence No:		星期 Weeks @ \$			
居民證/護照種類 Type of I/C/Passport:		期滿日期 Date of Expiry:		月 Months @ \$			
出生日期 Date of Birth: 12/11/1978		發出地 Place of Issue:					
三號保險底金 \$1000/=		一號保險底金 \$2000/=		送車/費 Delivery Fees			
a) Third Party Only Policy Excess \$1000/-		b) Comprehensive Policy Excess \$2000/-		總計 Total Charge			
二十二歲或以下或駕車經驗少過兩年 - 額外保險底金 \$2000/=							
c) 22 Yrs Or Below Or Less Than 2 Yrs Driving Experience - Additional Excess \$2000/-							
車輛必須歸還車主於 Vehicle Must Be Returned To Owner's Office By:				按金 Security Deposit			
備注與付款記錄 Remarks & Payment Records				總金額 Total Payable			
				來銀 Amount Paid			
				收車費用 Collection Fees/Misc.			
				超過/小時 Extra Hours @ \$			
出車油箱 Fuel Tank OUT		還車油箱 Fuel Tank IN		租費不包括汽油 Rates Do Not Include Fuel		添油 Refuelling	
車牌號碼 Vehicle No: 1)		起 From:		至 To:			
車牌號碼 Vehicle No: 2)		起 From:		至 To:			
工具 Tools		輪胎 Spare Tyre		裝飾品 Accessories		加額費用 Total Additional Charges	
車輛發出人 Vehicle Issued By:		車輛接收人 Vehicle Collected By:		Sub - Total			
NOTE 注: 租車者或司機必須付所有停車及違反交通法例負起一切的責任。 HIRER AND/OR DRIVER IS LIABLE FOR ALL PARKING AND TRAFFIC VIOLATIONS.				ADD 7% GST			
				總計 Grand Total		\$ 1,284.00	

租車者不準載沙、石灰、榴槤與動物。  
HIRER MUST NOT CARRY SAND, CEMENT, DURIAN AND ANIMALS ON THE VEHICLE.

我/我們同意以上及後頁租車公司所列的條規與條件。

I/We have read and hereby agree to the terms and conditions on both sides of this rental agreement.

日期  
Date:

21/9/21

租車者簽名  
Signature of Hirer:

*[Signature]*



## 1. AGREEMENT FOR HIRE

- 1.1 The Owner will let and the Hirer will take on hire upon the following terms and conditions the motor vehicle described in the Schedule hereto (hereinafter called the "Vehicle") and the Hirer shall be a bailee of the Vehicle and no interest in it shall pass to the Hirer.
- 1.2 The hiring shall commence on the date and at the time specified in the Schedule and shall continue for the period and end on the date and at the time therein as stated unless extended by the Owner as expressly requested by the Hirer.
- 1.3 The decision to extend the hiring of the vehicle shall be at the sole discretion of the Owner.
- 1.4 In the event that the Owner grants the extension as requested, the terms and conditions of this Agreement for Hire will apply during such period of extension.
- 1.5 The Owner reserves the right to refuse any request for extension without giving any reasons for such refusal.

## 2. HIRE CHARGE

- 2.1 The Hirer having paid in cash prior to the commencement of this Agreement the hire charge specified in the Schedule no part of such charge shall under any circumstances be refundable except at the discretion of the Owner.
- 2.2 If the Hirer shall fail to return the vehicle at the expiration of the period of hire then without prejudice to the other rights of the Owner the Hirer shall pay to the Owner for every hour elapsing between the time of such expiration and the time the vehicle is returned to the Owner at such a rate the Owner may in its discretion think fit.

## 3. DEPOSIT

- 3.1 The Hirer shall also pay in cash prior to the commencement of this Agreement the deposit specified in the Schedule hereto as security for the due performance and observance by the Hirer of all singular the terms and conditions on the part of the Hirer to be performed and observed. Provided Always that if the Hirer shall perform and observe all the said terms and conditions herein during the whole term, the Owner shall on expiration of the said terms repay the deposit to the Hirer without interest thereon.
- 3.2 The Owner shall (without prejudice to his other rights against the Hirer) be at liberty to retain out of such deposit:
  - (a) the amount of any loss or damage for which the Hirer is responsible hereunder;
  - (b) any amount due or owing to the Owner by the Hirer;
  - (c) any additional charge payable hereunder.
- 3.3 The Hirer shall not be entitled to deduct or offset any outstanding hire charges or any other amount payable under this Agreement from the deposit during the said terms of such period of extension.
- 3.4 The deposit shall be forfeited immediately if the Hirer breaches any term or condition in this Agreement.

## 4. VEHICLE REPAIRS

- 4.1 The Hirer shall not service or permit the servicing of the vehicle and shall not make or permit to be made any repairs replacements of adjustments to the vehicle or any part or accessory thereof without the Owner's prior approval.
- 4.2 In the event that any servicing or repairs replacements or adjustments to the vehicle or any part thereof is done or permitted by the Hirer or Authorized Operator without the Owner's prior approval, the Owner shall not be responsible or liable for the costs or expenses and damages whatsoever incurred as a result of such unauthorized servicing repairs replacements or adjustments. The Hirer shall be responsible and liable for the costs and expenses of rectification works to the Vehicle. Any costs or expenses and damages are to be borne by the Hirer.
- 4.3 Any servicing repairs replacements or adjustments required to be done by reason of any damages or defect caused by the negligent use of the Vehicle by the Hirer or the Authorized Operator shall be borne by the Hirer.

## 5. EXCLUSION OF LIABILITY

- 5.1 NO WARRANTY OR REPRESENTATION OF ANY KIND EXPRESS OR IMPLIED IS GIVEN BY THE OWNER IN RESPECT OF THE VEHICLE AND THIS AGREEMENT CONTAINS NO CONDITION OR WARRANTY EXPRESS OR IMPLIED AS TO ITS QUALITY OR FITNESS FOR ANY PURPOSE.
- 5.2 THE OWNER SHALL NOT BE UNDER ANY CIRCUMSTANCES LIABLE TO MAKE ANY PAYMENT TO THE HIRER IN RESPECT OF OR TO INDEMNIFY THE HIRER AGAINST ANY LOSS OR INJURY OR DAMAGE SUSTAINED BY THE HIRER OR BY ANY THIRD PARTY INCLUDING BUT NOT LIMITED TO THE LOSS OF LIFE AS A RESULT OF THE PRESENCE OR USE OF THE VEHICLE OR AS A RESULT OF ANY DEFECT THEREIN OR BREAKDOWN THEREOF AND IN TAKING DELIVERY OF THE VEHICLE THE HIRER SHALL BE DEEMED TO HAVE SATISFIED HIMSELF THAT IT IS ALL RESPECTS ROAD-WORTHY AND IN A PROPER AND SAFE CONDITION.

## 6. RETURN OF VEHICLE / CONDITION ON RETURN

- 6.1 Upon the expiration or termination of this Agreement the Hirer shall return the Vehicle to the Owner at the renting location or at such other address as specified on the reverse side or at such other address as the Owner specifies and on the due date stated on the reverse side in good order and condition (fair wear and tear resulting from proper use thereof excepted) failing which the Hirer shall be liable to reimburse the Owner for all costs of restoring the Vehicle to such good order and condition.
- 6.2 The Vehicle will have a tankful of premium grade petrol or diesel, whichever is applicable, upon delivery to the Hirer and shall be returned by the Hirer at the end of the rental period with the same tankful of premium grade petrol or diesel, whichever is applicable, failing which the Hirer shall pay the Owner the cost of topping up the petrol or diesel, whichever is applicable.

## 7. REPOSSESSION

- 7.1 If the Vehicle is not returned in accordance with clause 6 or if the Hirer is in breach of any terms of this Agreement, the Owner shall be entitled to repossess the Vehicle at the Hirer's expenses at any time without giving him prior notice and the Hirer irrevocably authorizes the Owner his servants or agents to enter into and unto any premises in which the Vehicle may be in order to view, repair, inspect or to repossess the same without being liable to any actions or proceedings at the suit of the Hirer or any person claiming under or through him. In such event, the Hirer shall pay the Owner a repossession fee of \$100.00 without prejudice to any other claims which the Owner may have against the Hirer.
- 7.2 Where the Owner has cause to repossess the Vehicle arising out of and in accordance with the terms and conditions of this Agreement and suffers loss and damage as a result, including but not limited to any breach of a third party's proprietary rights, the Hirer shall indemnify the Owner the full extent of such loss and damage.

## 8. CARE USE AND CUSTODY OF VEHICLE

- 8.1 The Hirer and the Authorized Operator shall at all times drive the Vehicle 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, Notices and inquiries in connection therein. In the event that the Hirer fails to pay such fines or penalties the Owner reserves the right to pay such charges on behalf of the Hirer to the authorities but the Owner thereafter is entitled to be reimbursed in full in addition to imposing a surcharge not exceeding Fifty Dollars (\$S50.00) for service and administration cost by the Owner against the Hirer.
- 8.2 The Hirer shall ordinarily keep the Vehicle at the Hirer's address as set out in the Schedule hereto or such other address as the Owner may from time to time approved in writing and will keep the Vehicle free from distress, execution or other legal processes.
- 8.3 If the Vehicle becomes subject to distress, execution or other legal processes in relation to the Hirer's affairs, the Hirer shall recover the Vehicle at his own cost and expense. In the event that the Hirer is unable to for any reason or refuses to recover the Vehicle, the Owners reserves the right to recover the Vehicle and the Hirer shall indemnify the Owner all costs and expenses incurred as a result thereof.
- 8.4 The Hirer shall notify the Owner of any change in the Hirer's address and shall upon request by the Owner of the whereabouts of the Vehicle.
- 8.5 The Hirer shall not take or allow the Vehicle to be taken outside the mainland of the Republic of Singapore or off a paved road without written consent of the Owner and shall keep the Vehicle at all times in his possession and custody and not part with the possession of custody to any other person or person except as herein provided.
- 8.6 The Hirer shall use for the Vehicle premium grade of petrol or such fuel as specified by the manufacturers of the Vehicle.
- 8.7 During the period of this Agreement, the Hirer or the Authorized Operator shall ensure that the Vehicle is provided with sufficient petrol, motor oil (provide free at Owner's premises only),

water, prescribed tyre pressure and repair of punctured tyres at their own expenses failing which the Hirer shall be liable for the full cost of repairs including loss of rental income arising from the Hirer's of Authorized Operators' negligence to keep the Vehicle in proper running condition resulting in any damage caused to the Vehicle or any inconvenience caused to the Owner.

## 9. PROHIBITED USE

- 9.1 The Vehicle shall not be used:
  - (a) to carry passengers or load in excess of the Motor Vehicle's Licensed carrying capacity;
  - (b) by the Hirer or the Authorized Operator or any other persons under the influence of any drug, alcohol or intoxicating liquid or substance;
  - (c) to carry persons or property for hire;
  - (d) to propel or tow any vehicle, trailer or other object;
  - (e) participate in any race test or contest or any purpose other than the stated purpose for hire;
  - (f) instruct an unlicensed person in the operation of the Vehicle;
  - (g) for any illegal or immoral purposes.
- 9.2 The Vehicle shall not be driven by any other person other than the Hirer and the Authorized Operator.
- 9.3 The Hirer and the Authorized Operator shall be between the ages of Twenty One (21) and Sixty (60) years old and holding a minimum of 2 years regular and qualified driving experience. The Hirer hereby declares that neither the Hirer nor the Authorized Operator will exceed the age of Sixty (60) years old during the rental period.
- 9.4 The Hirer further declared that the information given by him to the Owner, his servants or agents whether oral or in writing including that contained herein is neither false nor misleading.

## 10. NO LIABILITY FOR PROPERTY

- 10.1 The Owner is not responsible for loss or damage to any property left stored loaded or transport by the Hirer or the Authorized Operator or any other person in or upon the Vehicle or left with any agents or servants of the Owner at any time or place or at the Owner's premises prior to during or after the rental period including any property in any vehicle repossessed in accordance with the provisions of this agreement and the Hirer hereby agrees to indemnify the Owner its agents and servants and hold them harmless from any such claims. The Owner is free to dispose of any property left in the Vehicle at the expiration of the rental period at his own absolute discretion without being liable for costs, expenses or damage as a result thereof.

## 11. INSURANCE

- 11.1 The Hirer acknowledges that he is familiar with the general conditions of the Owner's standing policy of insurance which is available for inspection at the Owner's office (during normal office hours). The Hirer agrees to fulfill all the obligations of the insured and not to do anything which could endanger or minimize the protection afforded by the insurance. The Vehicle covered under either:
  - a) Third Party Only Motor Vehicle Coverage containing an Excess of \$1000/- on Section II or any amount prescribed by the Policy in force. In the event of a collision the Hirer shall pay to the Owner on demand the Excess which is the maximum amount of \$1000/- to cover for any third party damage or injury claims (insurance liability for third party damage claims limited to \$S100,000) and also bear the full cost of damage caused to the hired Vehicle including loss of rental income. However, arrangements may be made at the request of the Hirer for waiver of collision damage to the hired Vehicle upon payment to the Owner the prescribed fees as evidenced by his initial in the Collision Damage Waiver (C.D.W.) Agreement subject to the terms and conditions indicated in the C.D.W. Agreement. C.D.W. DOES NOT WAIVE THE EXCESS SUM AND IS NOT ANY FORM OF INSURANCE POLICY. The Hirer is still liable for all losses or damages caused to the hired Vehicle other than collision with other vehicle.
  - b) Comprehensive Motor Vehicle Coverage containing an Excess of \$2000/- or any amount prescribed by the Agreement in force. In the event of a collision the Hirer will have to pay the Owner on demand the Excess which is the maximum amount of \$2000/- for any damage caused to the hired Vehicle or any third party damage or injury claims.
- 11.2 In the event that the Excess as well as the insurance cover levied by the insurers is increased, the rate for both Collision Damage Waiver and insurance premiums shall be correspondingly increased.
- 11.3 The Vehicle is NOT cover by a motor insurance policy covering personal accident or death liability for the Hirer, or such Authorized Operator of the Hirer and the Owner shall not be responsible for any liability claims, injuries or otherwise for any accident, death or losses arising from the use of the vehicle. However, arrangements may be made at the request of the hirer for such coverage during the period of the hire up to a maximum coverage of \$S20,000.00 upon the Hirer paying to the Owner the current rate of premium as evidenced by his initial in the P.A.I. space provided in the Schedule hereto. A copy of such a policy is available for inspection at the Owner's place of business for the time being.
- 11.4 The Hirer or driver shall report all accidents involving the Vehicle to the Owner or the insurance company immediately and the Police not later than Twenty Four (24) hours after the accident. The Hirer or driver shall not acknowledge or compound any claim partially or in full. It is important that they secured the names and addresses of all witnesses as well as the registration number of any and all Vehicle involving in the accident. All communications of letters received from the Police or third party are to be unanswered and referred to the Owner or the insurance company immediately. The Hirer acknowledges that in the event of accident, the Owner will only supply a replacement Vehicle on payment of additional rental. The Hirer will also bear the loss of earning while damaged Vehicle is under repair.

## 12. PREVIOUS INSURANCE POLICIES

The Hirer declares that no insurance company or underwriter in connection with motor insurance for the Hirer and / or the Authorized driver has at any time:

- (a) declined any proposals.
- (b) refused to renew any policy.
- (c) required an increased premium or imposed special conditions; or
- (d) cancelled any policy.

## 13. CHANGE OF VEHICLE

- 13.1 If any vehicle reserved by the Hirer prior to the commencement of this Agreement is not available, the Owner shall have the right to replace the same with an alternative Vehicle of similar seating capacity and performance and if no such alternative Vehicle or if the Owner shall decline to provide an alternative Vehicle then the Hirer shall be repaid any hire charge and deposit (if any) paid by him but shall have no other claim of any kind whatsoever against the Owner.
- 13.2 A free replacement Vehicle, if available, will be provided should the original Vehicle be grounded for mechanical repairs, servicing or inspection by the Registry of Vehicles. The Hirer shall be responsible for the petrol consumed of the replacement Vehicle. Petrol used on the original Vehicle during servicing, maintenance or inspection shall be the Hirer's responsibility.

## 14. ROOF RACK / ADDITIONAL ACCESSORIES

The Hirer hires/affixes a roof rack of other accessories for use on the Vehicle at his own risk, and indemnifies and saves the Owner harmless against all or any liabilities damages or claims arising directly or indirectly from the use thereof.

## 15. WAIVER

No forbearance, indulgence or relaxation on the part of the Owner shown or granted to the Hirer in enforcing any of the rights or powers of the Owner under this Agreement shall in any way diminish, restrict or prejudice the rights or powers of the Owners under this Agreement or operate as or deemed to be a waiver of any breach of the terms or conditions of this Agreement on the part of the Hirer.

## 16. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore and the parties agree to submit to the jurisdiction of the courts of the Republic of Singapore.

## 17. NOTICE/DEMAND

Any notice or demand required to be given to the Hirer pursuant to this agreement shall be sufficiently served if sent by post or delivered to the address stated on the reverse page or to the last known address of the Hirer and shall be deemed to be made or given on the day it was so left or the day following that on which it was posted as the case may be notwithstanding that the letter may be returned or lost through the post.

## 18. GENERAL

The person signing this agreement assumes full responsibility, along with the firm, organisation in whose name he might sign.