
Your ref : **SKN 6733A**

Our ref : **ALC(L)2022.171.LWS**

22 March 2022

AXA Insurance Singapore Pte Ltd
8 Shenton Way
#27-01 AXA Tower
Singapore 068811
Attn: Manager/Motor Claims Department

WITHOUT PREJUDICE
BY EMAIL

CERTIFICATE OF POSTING

Dear Sirs,

ACCIDENT ON 23.02.22 ALONG ORCHARD TURN TOWARDS WISMA INVOLVING DRIVER (SNC 6129S) AND MOTOR VEHICLE SKN 6733A

We act for **LEE WEI SEN, EUGENE**, the driver of motor vehicle of **SNC 6129S**, involved in the captioned accident.

We are instructed by our client, to claim damages, on his behalf, in connection with a road traffic accident on **23.02.22** along **ORCHARD TURN TOWARD WISMA** involving **SNC 6129S** and motor vehicle **SKN 6733A**, driven by you/your insured, at the material time.

We are instructed that the accident was caused by you/your insured's negligence and/or contributory negligence in driving and management of motor vehicle **SKN 6733A**. As a result of the accident, our client has sustained injuries, suffered pain and has been put to loss and expenses.

We hereby, in compliance with the PIMA protocol and Subordinate Court e-Practice Directions No. 2 of 2011, give notice, of our client's intention to claim damages for personal injuries and consequential loss and expenses suffered by him, against you/your insured, the driver of motor vehicle **SKN 6733A** for his negligence and/or contributory negligence in driving, use and management of motor vehicle **SKN 6733A** at the material time, and, if necessary, to commence legal action against your insured driver, for the same.

We, also, in compliance with the PIMA protocol and Subordinate Court e-Practice Directions No. 2 of 2011 (Para2.2) set-out the quantification of our client's claim herein as follows subject to further medical reports, medical receipts/expenses:-

General Damages

a) Pain & Suffering \$ 6,000.00

Loss of earning capacity

Loss of earning capacity \$to be assessed

Special Damages

a) Medical expenses \$ 46.01
b) Transport expenses \$ 40.00
c) Loss of income \$to be assessed

Please kindly note, that the above quantification is made on a without prejudice basis and we reserve our client's **rights to re-quantify his claim.**

Police Investigation:

- **Not available at the moment.**

We, also, in compliance with PIMA protocol and Subordinate Court e-Practice Directions No. 2 of 2011 (Para 2.4), forward copies of the following documents for your perusal and considerations: -

List of Documents

No.	Date	Description
1.	09.03.22, 10.03.22	Medical certificate
2.	10.03.22	Medical tax invoices/bills
3.	13.03.22, 09.03.22	GIA Report
4.	14.03.22	LTA search
5.	22.03.22	Medical report

In compliance with the pre-action protocol under the State Courts' Practice Direction 38, we propose using one of the following medical experts as a single joint expert:

Name of Medical Expert

Specialty

Dr. TYLER JIE SHENG LIM

INTEMEDICAL KOVAN

We also take this opportunity to remind you that in compliance with para 3.6 of Subordinate Court e-Practice Directions No. 2 of 2011, your good office shall, within, **eight (8) weeks** from the date hereof:

- Reply to us indicating whether you intend to defend our client's claim herein and provide us the reason for doing so;
 - State your position taken on liability and quantum with supporting documents; and
-

- c) Provide us all documents in relevance to our client's claim herein and your client's defence, particularly, the following:-
- GIA reports/Police reports, together with type-written transcripts of persons involved in the accident;
 - Traffic investigation report;
 - Police sketch plan;
 - Vehicle damage report;
 - Original, colored copies of photographs of damages to vehicles;
 - Original, colored copies of photographs of scene of accident;
 - Coroner's Enquiry Report, if applicable;
 - Name of all witnesses;
 - Statement of witnesses;
 - Video footage of accident.

Please kindly note that we reserve our client's rights to request for cost sanctions, if the above is not complied with.

In view of an amicable settlement at this stage of the intended proceedings, we render below a list of disbursements incurred:-

Disbursements incurred as to date:-

a)	Medical report	\$ 321.00
b)	LTA search fee	\$ 7.49
c)	Incidentals	\$ 100.00

Yours faithfully,



M/S ARASAN LAW CHAMBERS
Enc

NB:

Please note that we have notified your insurers. Please inform them of the claim. If your insurers are not the above-named and if you wish to claim under your insurance policy, you should immediately pass this letter and all the enclosed documents to your insurer.

Please note that you or your insurer should send us an acknowledgement of receipt of this letter within 14 days of your receipt of this letter, failing which, our client will have no alternative but to commence proceedings against you without further notice to you or your insurer.

Please also note that if you have a counterclaim arising out of the accident, you are also required to send us a letter giving full particulars of the counterclaim together with all relevant supporting documents within 8 weeks of your receipt of this letter.

Please kindly note that we do not act for the insurer of motor vehicle **SKN 6733A**. Your notice of counterclaim to us is insufficient to satisfy any legal requirement on you to put the insurers of motor vehicle **SKN 6733A** on notice of any intended claim against the owner of motor vehicle **SKN 6733A**.

Your ref : **SKN 6733A**

Our ref : **ALC(L)2022.171.LWS.YB**

9 MAY 2022

AXA Insurance Singapore Pte Ltd
8 Shenton Way
#27-01 AXA Tower
Singapore 068811
Attn: Manager/Motor Claims Department

WITHOUT PREJUDICE
BY EMAIL

Dear Sirs,

ACCIDENT ON 23.02.22 ALONG ORCHARD TURN TOWARDS WISMA INVOLVING DRIVER (SNC 6129S) AND MOTOR VEHICLE SKN 6733A

We act for **LEE WEI SHEN, EUGENE**, the driver of motor vehicle of **SNC 6129S**, involved in the captioned accident.

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We hereby, in compliance with the PIMA protocol and Subordinate Court e-Practice Directions No. 2 of 2011, give notice, of our client's intention to claim damages for personal injuries and consequential loss and expenses suffered by him, against you/your insured, the driver of motor vehicle **SKN 6733A** for his negligence and/or contributory negligence in driving, use and management of motor vehicle **SKN 6733A** at the material time, and, if necessary, to commence legal action against your insured driver, for the same.

We, also, in compliance with the PIMA protocol and Subordinate Court e-Practice Directions No. 2 of 2011 (Para2.2) set-out the quantification of our client's claim herein as follows subject to further medical reports, medical receipts/expenses:-

General Damages

a) Pain & Suffering \$ 6,000.00

Loss of earning capacity

Loss of earning capacity \$to be assessed

Special Damages

a) Medical expenses \$ 46.01
b) Transport expenses \$ 40.00
c) Cost of repair \$ 4,200.00
d) Cost of Rental (7 days) \$ 898.80
e) Labour Cost \$ 1,836.50
f) Loss of income \$to be assessed

Please kindly note, that the above quantification is made on a without prejudice basis and we reserve our client's **rights to re-quantify his claim.**

Police Investigation:

- **Not available at the moment.**

We, also, in compliance with PIMA protocol and Subordinate Court e-Practice Directions No. 2 of 2011 (Para 2.4), forward copies of the following documents for your perusal and considerations: -

List of Documents

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5.	22.03.22	Medical report

In compliance with the pre-action protocol under the State Courts' Practice Direction 38, we propose using one of the following medical experts as a single joint expert:

Name of Medical Expert

Specialty

Dr. Tyler Jie Sheng Lim

INTEMDICAL KOVAN

We also take this opportunity to remind you that in compliance with para 3.6 of Subordinate Court e-Practice Directions No. 2 of 2011, your good office shall, within, **eight (8) weeks** from the date hereof:

- Reply to us indicating whether you intend to defend our client's claim herein and provide us the reason for doing so;
- State your position taken on liability and quantum with supporting documents; and

M/S ARASAN LAW CHAMBERS
Continuation Sheet...

-3-

- c) Provide us all documents in relevance to our client's claim herein and your client's defence, particularly, the following:-
- GIA reports/Police reports, together with type-written transcripts of persons involved in the accident;
 - Traffic investigation report;
 - Police sketch plan;
 - Vehicle damage report;
 - Original, colored copies of photographs of damages to vehicles;
 - Original, colored copies of photographs of scene of accident;
 - Coroner's Enquiry Report, if applicable;
 - Name of all witnesses;
 - Statement of witnesses;
 - Video footage of accident.

Please kindly note that we reserve our client's rights to request for cost sanctions, if the above is not complied with.

In view of an amicable settlement at this stage of the intended proceedings, we render below a list of disbursements incurred:-

Disbursements incurred as to date:-

a)	Medical report	\$ 321.00
b)	LTA search fee	\$ 7.45
c)	Miscellaneous	\$ 576.00
d)	Incidentals	\$ 100.00

Yours faithfully,



M/S ARASAN LAW CHAMBERS
Enc

NB:

Please note that we have notified your insurers. Please inform them of the claim. If your insurers are not the above-named and if you wish to claim under your insurance policy, you should immediately pass this letter and all the enclosed documents to your insurer.

Please note that you or your insurer should send us an acknowledgement of receipt of this letter within 14 days of your receipt of this letter, failing which, our client will have no alternative but to commence proceedings against you without further notice to you or your insurer.

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Please kindly note that we do not act for the insurer of motor vehicle **SKN 6733A**. Your notice of counterclaim to us is insufficient to satisfy any legal requirement on you to put the insurers of motor vehicle **SKN 6733A** on notice of any intended claim against the owner of motor vehicle **SKN 6733A**.



GARAGE 13 PTE LTD

8 KAKI BUKIT AVE 4

#03-46 PREMIER@KB

SINGAPORE 415875

UEN GST REG NO : 202005684D

Date : 24.02.2022

M/s AXA Insurance Singapore Pte Ltd

8 Shenton Way

#24-01 AXA Tower

Singapore 068811

Dear Sir / Madam,

NOTIFICATION OF ACCIDENT

Please be informed that an accident involving my/our vehicle no. SNC 6129C
and vehicle(s) no. SKN 6733A had taken place at / along ORCHARD TURN TOWARDS
WISMA ON 23.02.2022 AT 1830HRS

Kindly let us know within 2 working days from the date of this notice if you wish
to carry out or waive a pre-repair inspection

If we do not hear from you within 2 working days, we shall proceed to repair the vehicle
without further notice and our client shall claim for the additional loss of use arising
from the giving of this notification to you.

Please call Merina Chia at 9091 0013 to arrange .



PRI

Date / Time	24/2/22 @ 4pm
Company Name	LKK
Surveyor	Tanphi
Contact No	97495749
Signature	<i>[Signature]</i>

Dismantle Item

Date / Time	25/2/22 @ 4:40
Surveyor	Tanphi

After Paint

Date / Time	1/3/22 1330
Surveyor	Merina Chia

Land Transport Authority
10 Sin Ming Drive
Singapore 575701

GST Registration No. : M4-0006529-2

Print Date/Time : 24 Feb 2022 / 11:11:38

Receipt Date/Time : 24 Feb 2022 / 11:11:37

Tax Invoice/Receipt

Receipt No. : ITNET-00000-220224-001199

Previous Receipt No. :

S/N	Item Description/ Business Transaction Reference No.	Amount Before GST (S\$)	GST Amount (S\$)	Amount After GST (S\$)
SNC 6129 S				
	Result of Insurance Enquiry - SKN6733A As at 23 Feb 2022/18:30:00 Insurance Co: AXA INSURANCE PTE LTD			
1	Insurance Enquiry - SKN6733A Enquiry Fee 20220224111117158038	7.00	0.49	7.49
	Sub-Total	7.00	0.49	7.49
	Total Before Rounding	7.00	0.49	7.49
	Rounding Difference			0.04
	Total Amount Payable			7.45
	Paid By			
	780kpv27		Credit Card	7.45
	Total			7.45
	Cash Change			0.00
	Tendered Amount			7.45
	Excess Refundable Amount			0.00

THANK YOU AND HAVE A NICE DAY!

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



HUA HONG PRIVATE LIMITED

25D SUNGEI KADUT STREET 1, SINGAPORE 729332

Tel: (65) 6661 9688 Fax: (65) 6661 9699 Email: info@huahong.com.sg

TAX INVOICE

28 February 2022

GARAGE 13 PTE LTD

RENTAL FOR MONTH OF FEBRUARY 2022

1.	SMR7794Y	23/02/2022 - 28/02/2022	\$	749.00
	Replacement For SNC 6129 S			

Total	\$	<u>749.00</u>
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- * Please make payment payable to Hua Hong Pte Ltd
- ** Bank Account: UOB 324-302-1713
- *** Bukit Panjang Branch

This is a computer generated document and no signature is required.



HUA HONG PRIVATE LIMITED

25D SUNGEI KADUT STREET 1, SINGAPORE 729332

Tel: (65) 6661 9688 Fax: (65) 6661 9699 Email: info@huahong.com.sg

TAX INVOICE

31 March 2022

GARAGE 13 PTE LTD

RENTAL FOR MONTH OF MARCH 2022

1.	SMR7794Y	01/03/2022 - 01/03/2022	\$	149.80
	Replacement For SNC 6129 S			

Total	\$	149.80
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* Please make payment payable to Hua Hong Pte Ltd

** Bank Account: UOB 324-302-1713

*** Bukit Panjang Branch

This is a computer generated document and no signature is required.



ADRIVE LEASING PRIVATE LIMITED

25D SUNGEI KADUT STREET 1, SINGAPORE 729332

Tel: (65) 6661 9688 Fax: (65) 6661 9699

VEHICLE RENTAL AGREEMENT

Date: _____

V.R.A No.: SNC 6129 S (HONDA CIVIC)

Vehicle Rental Agreement made between ADrive Leasing Private Limited (MANAGING AGENT) and The Hirer and/or The Driver, under the terms and conditions as set forth.

HIRER'S DETAILS						
NAME OF HIRER ("Hirer")	LEE WEI SEN, EUGENE		NRIC No.	S8224019E	Gender	MALE.
ADDRESS (AS STATED IN NRIC)	BLK 226B SUMANG LANE #15-226. S1822226.					
EMAIL ADDRESS	JEREMYJENE1805@GMAIL.COM.		CONTACT NUMBER	8748 8485.		
DRIVING LICENCE No.	S8224019E		DATE OF BIRTH	26/07/1982.		
DRIVING EXPERIENCE	18 YEARS		NATIONALITY	SINGAPORE	PLACE OF ISSUE	SINGAPORE.
VEHICLE DETAILS						
MAKE / MODEL	TOYOTA SIENNA.			VEHICLE REG No.	SMR 7794Y	
LEFT SIDE			RIGHT SIDE			
LEGEND:			PETROL			
O - DENT			F			
X - SCRATCH						
C - CHIP			E			
R - RUST						
DATE OUT	23/2/22	TIME OUT	2000 HRS	HIRER'S SIGNATURE		
DATE IN	1/3/22	TIME IN	1205 HRS	HIRER'S SIGNATURE		
RENTAL DETAILS						
SECURITY DEPOSIT	S\$		INSURANCE EXCESS	Please View Terms & Conditions "INSURANCE / MALAYSIA USAGE"		
RENTAL CHARGES	S\$ @ PER WEEK		NUMBER OF DAY(S) / WEEK(S)			
GRAND TOTAL	S\$					
CONTRACT PERIOD	Start Date		End Date			
REMARK(S)						

PLEASE MAKE PAYMENT TO DBS BANK LTD CURRENT ACCOUNT @ 003-946456-8



AUTHORISED SIGNATURE

HIRER NAME AND NRIC



ADRIVE LEASING PRIVATE LIMITED

25D SUNGAI KADUT STREET 1, SINGAPORE 729332

Tel: (65) 6661 9688 Fax: (65) 6661 9699

LATE VEHICLE RETURN SURCHARGE

14. The Vehicle must be returned within the agreed stipulated time otherwise penalties as below will be imposed.

LATE VEHICLE RETURN CHARGE (Inclusive Of GST)		
Monday to Friday		
	<u>Time In (Morning)</u>	<u>Time In (Afternoon)</u>
Vehicle Return Time	0900 - 1200	1400 - 1700
Vehicle Late Return Charge (After Stipulated Return Time)	50% of per day rental rate	100% of per day rental rate

SECURITY DEPOSIT

- 15. The Hirer shall also pay in **CASH** or **NETS** or **CREDIT CARD** (subject to additional 4% processing fees) prior to the commencement of the Hire Period the deposit (the "**Deposit**") specified in the Schedule. The Hirer may not utilize the Deposit as set-off for any Hire Charge due and payable during the term of the Hire Period or any Outstanding. The Owner shall (without prejudice to any other rights which it may have against the Hirer) be at liberty to retain out of such Deposit:
 - A. In the event of an accident involving the Vehicle, the excess amount payable as specified in the Schedule (hereinafter referred to as the "Excess") in respect of each accident.
 - B. An amount owed to any authority for any traffic related offences committed during the term of the Hire Period.
 - C. The amount of any compensation, loss or damage for which the Hirer is responsible under the provisions of this Agreement.
- 16. The Owner shall be entitled to retain the Deposit for a period of up to **THREE (3) WEEKS** from the end of the expiration of the Hire Period pending the Owner's determination if any of the circumstances giving rise to clause 15A, clause 15B and clause 15C above have arisen, or **THREE (3) WEEKS** from the last date of payment of any Outstanding, whichever is later. The Deposit or any part thereof to be refunded to the Hirer, after taking into consideration clause 15A, clause 15B and clause 15C above, shall be interest free.
- 17. Upon delivery of the Vehicle, the Hirer shall forthwith notify the Owner and shall state in the Vehicle Check Out/Check in Report, any defects to the Vehicle. If the Hirer fails or neglects to do so, the Vehicle shall be deemed to have been delivered and accepted by the Hirer in good repair and working condition complete with all fittings, accessories, tools and spare tire.
- 18. At the end of the Hire Period:
 - A. The Vehicle shall be returned by the Hirer, in the same condition as at the commencement of the Hire Period complete with all fittings, accessories, tools and spare tire, fair wear and tear excepted.
 - B. The Hirer shall ensure that the Vehicle Check Out/Check in Report has been duly completed, failing which the Vehicle will be deemed returned in the condition certified by the Owner and the Hirer shall be bound by such certification of the Owner. If the Owner is of the view that clause 18A above has not been complied with, the Hirer shall pay to the Owner such sums of money certified by the Owner as the damages which it has incurred or suffered to repair the Vehicle to its original condition as well as the loss of hire charge of the Vehicle during the period of its repair.
- 19. The Hirer shall always keep the Vehicle in his possession and custody and shall not part with possession or custody to any other person. In the event the Hirer loses possession or custody of the Vehicle, the Hirer shall at its own expense, take all necessary steps, or steps required by the Owner, to retain and recover possession and custody of the Vehicle.
- 20. The Hirer shall bear the cost of the repair or rectification of any damage to the Vehicle resulting from the negligence or improper use of the Vehicle by the Hirer.
- 21. In the event the Hirer modifies or alters the Vehicle or authorizes the repair of the Vehicle by any third party not approved by the Owner, the Hirer shall reimburse the Owner based on a full indemnity for all its costs, charges and expenses incurred or to be incurred for reinstating the Vehicle to its original condition.
- 22. The Hirer shall not sell, assign, mortgage, let on hire or otherwise dispose of or part with the possession of the Vehicle or part thereof without the due written consent of the Owner.
- 23. The Hirer shall permit the Owner or its authorized representative at all reasonable times to enter upon the premises where the Vehicle may from time to time or at any time be garaged or parked to inspect and test the condition of the Vehicle.
- 24. The Hirer shall immediately notify the Owner of any change in the Hirer's details and, upon the request of the Owner, promptly inform the Owner of the whereabouts of the Vehicle.
- 25. Without prejudice, the Hirer shall indemnify the Owner against all fines, penalties and liabilities imposed on the Owner or arising in respect of any non-compliance or contravention of any transport, traffic or other law or regulation, together with any cost or expense relating thereto incurred by the Owner.

INSURANCE / MALAYSIA USAGE

- 26. Insurance accident excess are subject to change due to insurance renewal regardless of the rental period. The Owner have the right to change insurance accident excess at clause 29 below as the Owner deems fit.
- 27. Subject to Clause 9 hereinabove, the Vehicle has been insured against:
 - A. All third-party risks and liabilities as required by law;
 - B. All damage to third party property;
 - C. Damage to the Vehicle (subject to payment of the Excess); and



ADrive LEASING PRIVATE LIMITED

25D SUNGEI KADUT STREET 1, SINGAPORE 729332

Tel: (65) 6661 9688 Fax: (65) 6661 9699

54. Where the Hirer has entered into Lease-To-Own Scheme ("LTO Scheme") with the Owner, the following early return rebate is eligible to the Hirer:
- Where the LTO Scheme is for a period of FIVE (5) years, the Hirer shall be entitled to a rebate amounting to \$10 per day from the date of the commencement of the Hire Period if Termination is after third (3rd) year of the Hire Period.
 - Where the LTO Scheme is for a period of SIX (6) years, the Hirer shall be entitled to a rebate amounting to \$5 per day from the date of the commencement of the Hire Period if Termination is after third (3rd) year of the Hire Period.
 - Where the LTO Scheme is for a period of SEVEN (7) years, the Hirer shall be entitled to a rebate amounting to \$5 per day from the date of the commencement of the Hire Period if Termination is after fourth (4th) year of the Hire Period.

NORMAL RENTAL OR LEASE TO OWN SCHEME (OVERVIEW)				
Year	First Year Penalty	Second Year Penalty	Third Year Penalty	Early Return Rebate for LTO Scheme
1 Year Contract or 5 Years LTO	20 Weeks (LTO)	10 Weeks	No Penalty	\$10.00 Daily Rebate (Termination after 3 rd Year)
	10 Weeks (Normal Rental)			
2 Years Contract or 6 Years LTO	20 Weeks	10 Weeks	No Penalty	\$5.00 Daily Rebate (Termination after 3 rd Year)
3 Years Contract or 7 Years LTO	20 Weeks	15 Weeks	10 Weeks	\$5.00 Daily Rebate (Termination after 4 th Year)

55. Irrespective of the term of the LTO Scheme, any rebate payable to the Hirer shall only be paid **THREE (3) weeks** after the date of Termination or the last date of payment of the Outstanding (whichever is later), and the Hirer may not utilize any such rebate as set off for any Hire Charge or any Outstanding. Any rebate payable will be forfeited if hirer account is outstanding at point of termination.

MEDICAL TERMINATION

56. Any medical termination request is subjected to **Hua Hong Pte Ltd (The Owner)** and/or **ADrive Leasing Pte Ltd (Managing Agent)**'s doctors' review and management approval. The hirer cannot use pre-contract medical conditions as the reason to terminate the contract.

RECOVERY OF ANY OUTSTANDING

57. **Hua Hong Pte Ltd (The Owner)** and/or **ADrive Leasing Pte Ltd (Managing Agent)** will not hesitate in engaging legal means (including applying for bankruptcy or engaging debt collecting firm) to recover the Vehicle and/or any Outstanding owed by the Hirer. During this period, the Hirer will have bear all legal cost accrued and any on-going Hire Charge or Outstanding including interest will apply.

CONVERSION TO OPEN RATE

58. The Hirer may continue driving the Vehicle when the contract period is over. The rental rate per week will be converted to an open rental rate on a rolling contract determined by the Owner with the rental rate subject to revision at any point of time upon giving a notice of seven (7) days.
59. The Owner or the Hirer will need to serve a notice of seven (7) days prior to recalling the Vehicle or returning the Vehicle respectively.

REPOSSESSION OF VEHICLE

60. The Hirer will be given **FORTY-EIGHT (48) hours** from the time the Vehicle is repossessed to remove all the his/her belongings and thereafter, the Owner will be entitled to remove and discard all the items from the car and the Vehicle will be reinstated (The Hirer liable to pay for reinstatement fees if applicable). The Hirer agrees to continue to pay for the Hire Charge of the vehicle in this Agreement until the Hirer surrenders all the keys of the Vehicle back to **Hua Hong Pte Ltd (The Owner)** and/or **ADrive Leasing Pte Ltd (Managing Agent)** or until the date of receipt of the replacement key in the event of the Hirer failing to return the key of the vehicle. Cost and charges of replacing the keys of the vehicle will be borne by the Hirer.
61. All expenses, including towing and administrative charges (**\$51,070.00**), for repossession will be payable by the Hirer.

INDEMNITY

62. The Hirer shall be solely responsible for all fines, penalties, summonses and all other legal proceedings in respect of the Vehicle and/or the driver of the Vehicle which arises from events occurring during the Hire Period and shall fully indemnify the **Hua Hong Pte Ltd (The Owner)** and/or **ADrive Leasing Pte Ltd (Managing Agent)** against all actions, proceedings, liability, claims, damages, costs and expenses because of the same.

EXCLUSION OF LIABILITY

63. The Owner shall not under any circumstances be liable to make any payment to the Hirer in respect of any loss or damage to the Hirer, The Hirer further agrees to indemnify the Owner against all loss, injury or damage sustained, incurred or suffered by the Owner, the Hirer or by any third party as a direct or indirect result of the presence or use of the Vehicle or as a result of any defect therein. In taking delivery of the Vehicle the Hirer shall be deemed to have satisfied himself that it is in all respects roadworthy and in a proper and safe condition.
64. The Owner does not hire the Vehicle subject to any condition or warranty express, implied or statutory in connection with the fitness for any purpose of the Vehicle and any conditions and warranties are hereby expressly excluded insofar as permitted by law.



ADRIVE LEASING PRIVATE LIMITED

25D SUNGAI KADUT STREET 1, SINGAPORE 729332

Tel: (65) 6661 9688 Fax: (65) 6661 9699

PERSONAL DATA PROTECTION ACT / CREDIT BUREAU DATA SHARING

- 65. The hirer acknowledged and agreed to allow **Hua Hong Pte Ltd (The Owner)** and/or **ADrive Leasing Pte Ltd (Managing Agent)** under this Agreement to collect and/or share hirer's personal data such as National Registration Identity Card (NRIC), phone number(s), email address(es) and et cetera should the need arises. The hirer shall fully indemnify **Hua Hong Pte Ltd (The Owner)** and/or **ADrive Leasing Pte Ltd (Managing Agent)** against all actions, proceedings, liability, claims, damages, costs, and expenses because of the same.

GENERAL

- 66. The rights of **Hua Hong Pte Ltd (The Owner)** and/or **ADrive Leasing Pte Ltd (Managing Agent)** under this Agreement are cumulative and may be exercised as often as it considers appropriate and are in addition to its rights under the general law. No relaxation, forbearance, waiver or indulgence by the Owner and/or Managing Agent in enforcing any of the terms and conditions of this Agreement shall prejudice or affect the rights and powers of the Owner and/or Managing Agent hereunder nor shall any waiver of any breach operate as a waiver of any subsequent or continuing breach.
- 67. **Hua Hong Pte Ltd (The Owner)** and/or **ADrive Leasing Pte Ltd (Managing Agent)** may from time to time modify, vary, change or alter the terms and conditions of this Agreement provided that it shall use its reasonable endeavors to inform the Hirer of the modifications, variations, changes or alterations and the Hirer shall be bound by such modifications, variations, changes or alterations.
- 68. If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, such provision shall be severed from this Agreement in respect of that law and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 69. This Agreement or any part thereof shall not be assigned or transferred by the Hirer without the prior written consent of **Hua Hong Pte Ltd (The Owner)** and/or **ADrive Leasing Pte Ltd (Managing Agent)**. The Hirer agrees that the Owner and/or Managing Agent has the right at any time to assign, transfer or novate the Agreement and the Hirer shall enter into such assignment, transfer or novation agreement when requested by the Owner.
- 70. The Hirer agrees that in the event of any legal action by **Hua Hong Pte Ltd (The Owner)** and/or **ADrive Leasing Pte Ltd (Managing Agent)** against the Hirer for recovery of any sums due, owing or payable under this Agreement or for damages arising directly or indirectly from the breach of this Agreement, the Hirer shall be liable for the Owner's and/or Managing Agent's legal costs on a full indemnity basis.
- 71. This Agreement shall not come into force until it has been signed on by **Hua Hong Pte Ltd (The Owner)** and/or **ADrive Leasing Pte Ltd (Managing Agent)** and/or by one of its officers duly authorized for that purpose and unless and until the Deposit has been paid by the Hirer.
- 72. This Agreement supersedes all prior discussions, negotiations, and agreements between the parties with respect to the subject matter hereof and reflects their entire agreement.
- 73. Personal data collected from this Agreement will be kept confidential and will be used solely by **Hua Hong Pte Ltd (The Owner)** and/or **ADrive Leasing Pte Ltd (Managing Agent)** for marketing purposes.
- 74. If any language translation of these provisions differs from or is inconsistent with the English text, the English text shall prevail.

By signing below, you acknowledged that you have read, understood, and agreed with this Agreement, which shall be governed by the laws of the Republic of Singapore.

AUTHORISED SIGNATURE
JONATHAN TAN
HUA HONG PTE LTD

AUTHORISED
DOMINIC YEO
ADRIVE LEASING PTE LTD

HIRER NAME
NRIC
DATE



GARAGE 13 PTE LTD
8 KAKI BUKIT AVE 4
#02-54/55 PREMIER@KB
SINGAPORE 415875
UEN GST REG NO : 202005684D

DATE : 10.06.2022

Proforma Ref No : G13/20994

M/s AXA Insurance Singapore Pte Ltd
8 Shenton Way
#24-01 AXA Tower
Singapore 068811

G13/210775

Vehicle No : SNC 6129 S
Vehicle Model : Honda Civic

Accident Date : 23.02.2022

<u>PROFORMA INVOICE</u>	
Lumpsum repair cost	\$ 4,200.00
GST 7%	\$ 294.00
TOTAL AMOUNT :	\$ 4,494.00

SGD Dollars : FOUR THOUSAND FOUR HUNDRED AND NINETY FOUR



Ms Madeleine Ang
HP : 9091 0013
email : claims@garage13.com.sg

Date: 6/3/2022

INVOICE NO. INV-170439

Lee Wei Sen, Eugene (Li WeiSheng, Eugene)

c/o Garage 13 Pte Ltd
8 Kaki Bukit Ave 4
#03-46 Premier@KB
Singapore 415875

Registration No. **SNC6129S**

We enclose our fee note for your kind attention, which remains payable irrespective of the outcome of this case.

S/No.	Description of Services Provided	Qty	Amount
1	Being vehicle damage assessment report, inspection, photographs, transport and miscellaneous.	1	\$ 576.00
Total amount			\$ 576.00

Please kindly cross all cheques made payable to "Impact Analysis Consulting Pte Ltd".

We thank you in anticipation for your prompt payment.



L. L. Tan (Ms)
Principal Consultant

Date: 6/3/2022

c/o Garage 13 Pte Ltd
8 Kaki Bukit Ave 4
#03-46 Premier@KB
Singapore 415875

Dear Sirs

**RE: Road Traffic Accident on 2022-02-23
Lee Wei Sen, Eugene (Li WeiSheng, Eugene)**

In accordance with your instructions received in this office on **2022-02-24**, we made arrangements to examine the vehicle on **2022-02-24** at above-mentioned address. The following data was recorded:

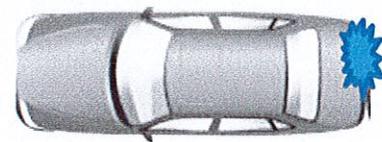
Vehicle details

Make	Honda	Registration	SNC6129S
Model	Civic	Chassis	MRHFC166OHT000454
Colour	Black	Gearbox	Auto
Odometer	39863km	Paintwork	Good
Steering	In order	Brakes	In order
Condition	Good		

Tyre Depths

Front left	215/50R17	85% Yokohama
Front right	215/50R17	85% Yokohama
Rear left	215/50R17	85% Yokohama
Rear right	215/50R17	85% Yokohama

Impact Direction & Area of Damage:



Status	REPAIRABLE
Magnitude	Medium
Legal status	Unroadworthy

Following our examination of the accident damage, we have calculated repair times and method, which are detailed on page 2 & 3. We would recommend a sum of \$4,200.00 and 5 working days for repair, which is sufficiently lower than the pre accident value to render the vehicle an economically and physically reliable proposition.

Date 6/3/2022

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Section A: Damaged Parts Assessment

Part's Description	Qty	Condition As inspected	Repairer's Estimate	Our Adjustment
List Items :				
Boot lid	1	repair.respray	896.00	0.00
Boot lid weatherstrip	1	deformed	154.00	154.00
Boot lid top lock	1	bent in	194.90	194.90
Boot lid lower lock	1	bent	35.00	35.00
Boot lid logo	1	necessary	55.20	55.20
Boot lid emblem "CIVIC"	1	necessary	65.72	65.72
Boot lid emblem "VTEC"	1	necessary	59.70	59.70
Boot lid emblem "TURBO"	1	necessary	85.00	85.00
Boot lid reflector @\$285.50	2	reuse	571.00	0.00
Boot lid hinge @\$75.50	2	reuse	151.00	0.00
Rear bumper	1	deformed.torn	866.40	866.40
Rear bumper side retainer @\$39.40	2	cracked.necessary	78.80	78.80
Rear bumper side bracket @\$98.00	2	cracked.necessary	196.00	196.00
Rear bumper reflector garnish @\$102.30	2	rh cut/torn lh reuse	204.60	102.30
Rear bumper lower lip	1	cut	398.50	398.50
Rear bumper reinforcement	1	bent	488.90	488.90
Rear tail lamp @\$345.80	2	rh holder broken lh reuse	691.60	345.80
Rear tail lamp panel @\$120.40	2	rh distorted lh reuse	240.80	120.40
Rear end panel	1	distorted	488.00	488.00
Rear end panel top garnish	1	deformed	127.80	127.80
Rear fender inner trim @\$281.20	2	reuse	562.40	0.00
Sub- Total cost			6611.32	3862.42
<i>Percentage discount : 20%</i>			1322.26	772.48
Sub-Total costs for parts			5289.06	3089.94
Special Nett Items:				
Reverse camera	1	reuse	350.00	0.00
Reverse sensor	1	malfunction	250.00	250.00
Rear end panel sealant	1	necessary	30.00	30.00
Rear bumper clips	set	necessary	50.00	50.00
Sub-Total costs for parts			680.00	330.00
Parts Repair				
*			0.00	0.00
Sub- Total costs			0.00	0.00
Total costs for parts			5969.06	3419.94

Date 6/3/2022

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Section B: Labour Cost Calculation

	Hourly rate	Manhr. Req.	Total
To dismantle, replace, cut, weld, knock out dents to straighten accident parts as-mentioned on the 'Parts Repair' column inclusive of replacement parts.	\$ 45.00	18	\$ 810.00
Putty & Spray painting to adjacent panels. Job allowance. Paint / material.	Sub-contract work.		\$ 800.00
Apply rust proofing on the adjacent panels.	Sub-contract work.		\$ 60.00
Conduct water leak test for rear portion associated repair works	\$ 45.00	1	\$ 45.00
Remove and refix rear bumper reverse sensor & conduct distance safety setting.	\$ 45.00	1.7	\$ 76.50
Wiring / bulb checking (inclusive of re-focus / re-adjust on angle of light intensity.)	\$ 45.00	1	\$ 45.00
Total labour cost			\$ 1,836.50

Manhour rate and the number of manhours required for each repairing task are formulated based on individual workshop's operating cost and in-house@ IA Research Guidelines respectively.

Date 6/3/2022

Section C: Summary Table of Total Repair Cost

Description		Cost
Damaged Parts Assessment (See section A)		\$3,419.94
Labour Cost Calculation (See section B)		\$1,836.50
Total cost		\$5,256.44
Lump sum repair		\$1,051.29
Further discount	20%	
Total Repair Cost		\$4,200.00

We would recommend a sum of \$4,200.00 and 5 working days for repair. No further items will be approved without our expressed written agreement. Any significant additional items will be subject to a supplementary report.



Mechanical Engineer, Accident Expert Witness, Licensed Appraiser (Automobile)
B.Eng. (Hons, NUS)
Diploma.Mechanical Engineering
NTC-2 Automovite Technology
Sr.MIES, Institution of Engineers, Singapore (#20100091)
MATAI, Maryland Association of Traffic Accident Investigators
IAARS, International Association of Accident Reconstruction Specialists
PMC of Singapore Business Advisors & Consultants Council
ACTA certified Trainer, Singapore
Enterprise Singapore - Recognised Certification for Management Consultants
IMI Professional Certificate In Vehicle Accident Damage Assessment (UK)

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