

## 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 .....	14/07/2022 17:16 (SGT)
Reported by .....	Driver
Date of Accident .....	13/07/2022 14:40 (SGT)
Exact Location of Accident .....	Singapore
Additional Location Information .....	CAIRNHILL CIRCLE
Country/State of Loss .....	Singapore

### DETAILS OF OWN VEHICLE

Vehicle Registration Number .....	SMY9031R
-----------------------------------	----------

#### INSURED/POLICYHOLDER

Is company? .....	Yes
Name Of Registered Owner .....	E-CUBE VEHICLE RENTAL PTE LTD
Company Reg No .....	201607761H
Email Address .....	roland@ecubeauto.com
Mobile Phone No .....	(Phone) +65-62575757
Alternative Phone No .....	-

#### VEHICLE PARTICULARS

Manufacturer .....	Nissan
Model .....	KICKS PREMIUM 1.2L E-POWER
Variant .....	-
Exact purpose for which vehicle was being used at time of accident .....	-
Are you claiming under your own insurance policy for repair to your vehicle? .....	No - Claiming third party
Vehicle Category .....	Private hire
Transmission .....	Auto
CC .....	1198

#### INSURANCE COMPANY

Name of Insurance Company .....	NTUC Income Insurance Co-operative Ltd
Policy Number / Cover Note Number .....	5125061935

#### DRIVER

Name of Driver .....	CHING VUI LEONG
Work Permit No .....	G2486793K
Date Of Birth .....	06/03/1983
Occupation .....	Outdoor

Date Of Driving Pass .....	17/06/2016
Driving experience .....	6 YEARS AND 1 MONTH
Gender .....	Male
Mobile Number .....	(Phone) +65-83172890
Alt. Phone Number .....	-
Email Address .....	roland@ecubeauto.com
Address .....	1 SERAYA LANE #03-03 (S) 437274
Address complement .....	-
Postcode .....	-
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 .....	Collided into Property
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? .....	Yes
Was any injured conveyed to hospital by ambulance? .....	No
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
Translator's name .....	-
Translator's ID .....	-
Translator's phone number .....	-
Translator's email .....	-
Original language used in the statement .....	-

#### DETAILS OF POLICE ACTION

Was the accident reported to the police? .....	Yes
Police Station Name .....	Traffic Police
Police Station Phone No .....	(Phone) +65-65470000
Alt. Police Station Phone No .....	(Fax) +65-65474900
Police Station Address .....	10 Ubi Avenue 3 Singapore 408865
Was notice of intended Prosecution given? .....	No
If yes, against whom? .....	-

#### CIRCUMSTANCES OF ACCIDENT

REFER WITH ATTACH.

#### ATTACHMENT(S)

Are accident photos available for attachment? .....	Yes
Was there any video captured by Car Camera? .....	No

#### DETAILS OF OTHER VEHICLE PROPERTY 1

Vehicle Registration Number .....	SHA4749Y
Vehicle Manufacturer .....	-
Vehicle Model .....	-
Vehicle Variant .....	-

Vehicle Colour .....	-
Vehicle Category .....	Taxi
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) .....	1

#### INJURED PERSONS DETAILS

##### INJURED 1

Name of injured person .....	CHING VUI LEONG
Gender .....	Male
Phone No .....	(Phone) +65-83172890
Address .....	1 SERAYA LANE #03-03 (S) 437274
Address Complement .....	-
Post Code .....	-
Approximate Age Years Old .....	-
Injuries Sustained .....	TAY CLINIC - 3 DAYS MC
Injured person in which vehicle? .....	SMY9031R
Were seat belts worn? .....	-
Was this injured conveyed to hospital by ambulance? .....	-

# SKETCH PLAN

## 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 willful 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. 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

14073002/12 PM

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

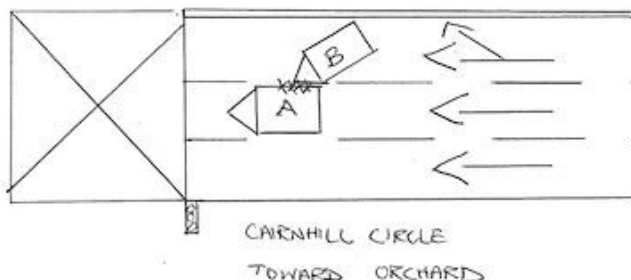
*[Signature]*

14073002/12 PM



Witnessed by Reporting Centre Personnel

## Sketch Plan



A: SMY 9031 R

B: SHA 4749 Y

PLEASE REFER TO POLICE REPORT.

Note: Please note that your insurer may have 14 days time frame for you to submit an own damage claim under your own policy, please check your policy for more information.

We declare the foregoing particulars are true in every respect.



14092022/12PM

Policyholder's Signature / Date &  
Time

df

14072023/12PM

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

Witnessed by Reporting Centre  
Personnel





















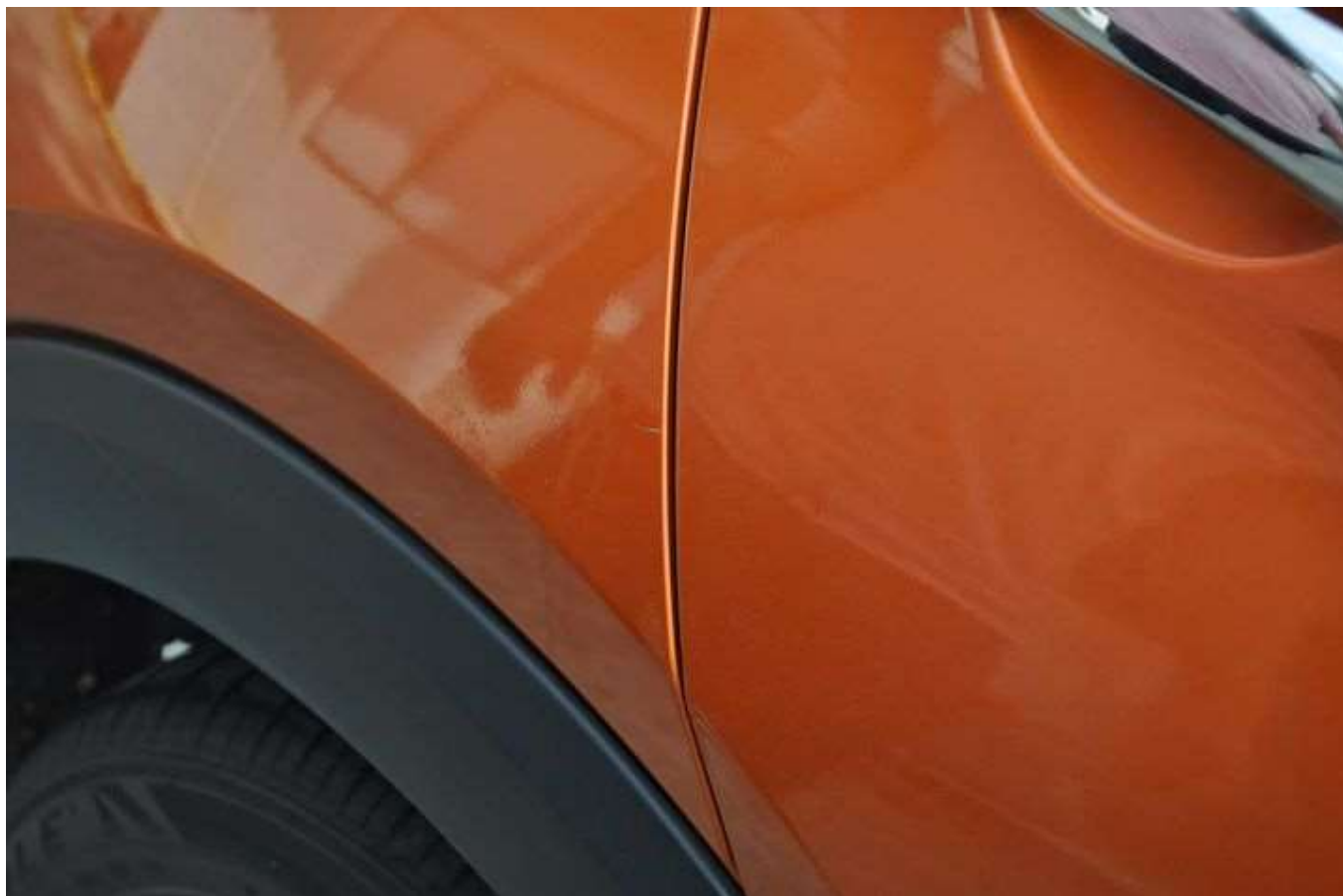




























**SINGAPORE  
POLICE FORCE**



T/20220714/7014

Police Station Of Origin:  
Traffic Police  
10 Ubi Avenue 3 SINGAPORE 408865  
Tel No: 65470000

1 of 3

Report No. T/20220714/7014

**REPORT OF A TRAFFIC ACCIDENT**

Date/Time Report Made: 14/07/2022 12:29			Vide Report No.:		Station Diary No.:
<b>Informant's Particulars</b>					
Name of Informant: CHING VUI LEONG			Address:		
ID Type / ID No.: FIN NO / G2486793K			Contact No.: Home/Office:		Mobile: 83172890
Nationality: MALAYSIAN			Email: andychingvl@gmail.com		
Sex: Male	Age: 39	Date of Birth: 06/03/1983	Type of Informant: Driver		
Race: Chinese			Language: English		Institution / School Name:
Occupation:			Driving Licence Information: Class: 3		Date of Expiry:

<b>General Information of the Accident</b>				
Type of Accident:	Injury Others	Drink Drive: No	Date/Time of Accident: 13/07/2022 14:40	Type of Location: Straight Road
Location:  CAIRNHILL CIRCLE				
Weather: Clear		Road Surface: Dry		Road Speed Limit:
Traffic Flow: One Way		Traffic Control: Traffic Light - Working		Traffic Volume: Heavy
Type of Collision: Between Moving Vehicles - Side Swipe - Same Direction				Anyone conveyed by ambulance: No

<b>Details of Vehicle Involved</b>						
Vehicle No.	Type	Make	Model	Color	Conditio	No of
SHA4749Y	Taxi					0
SMY9031R	Car					0

<b>Details of Person Involved</b>	
Any Pedestrian Involved: No	
No. of Pedestrians Injured: NIL	Use of Pedestrian Crossing: NA





**SINGAPORE  
POLICE FORCE**



T/20220714/7014

Police Station Of Origin:  
Traffic Police  
10 Ubi Avenue 3 SINGAPORE 408865  
Tel No: 65470000

2 of 3

Report No, T/20220714/7014

**CONTINUATION OF REPORT**

Driver			
Name	CHING VUI LEONG	ID No.	G2486793K
Related Vehicle	SMY9031R (Car)	Contact No.	83172890
Hospital/Clinic	TAY CLINIC	Class of Driving Licence & Expiry	Class: 3 Date of Expiry: NIL
Date	13/07/2022	Date	NIL
No. of Days granted Medical Leave	03	Degree of	Slight

Brief Details.

I was driving out of CTE from Cairnhill Exit towards City at 1445hr on 13/07/2022. As i was approaching the junction of Cairnhill Rise, the right lane traffic was standstill due to straight/turning lane. Before i past the traffice light junction, a taxi suddenly turn out of the lane and hit on the right side of my vehicle. We moved our vehicle to the side of the road and exchange details.



**SINGAPORE  
POLICE FORCE**



T/20220714/7014

Police Station Of Origin:  
Traffic Police  
10 Ubi Avenue 3 SINGAPORE 408865  
Tel No: 65470000

3 of 3

Report No. T/20220714/7014

**CONTINUATION OF REPORT**

Sketch Plan

Informant is not able to provide sketch

Signature Of Officer Recording The Report:  
Not applicable

Signature Of Interpreter:  
Not applicable

Officer In Charge Of Case:  
TP / TPIB /  
MOHAMAD ZULFAZDLI BIN ABDULLAH  
Contact No.: 65476204

NP168

Signature Of Informant:  
The identity of the person making this report has  
been authenticated by Singpass. No signature is  
required.

Date/Time:  
14/07/2022 12:29

Classification Of Case:





## 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: 5125061935-000066

Cover : drive CLASSIC

1. Index mark and Registration Number of Vehicle : SMY9031R  
 Chassis Number : MNTFEAP1520000893
2. Name of Policyholder : E-CUBE VEHICLE RENTAL PTE LTD
3. Effective Date of Insurance : 01 Jan 2022
4. Expiry Date of Insurance : 31 Dec 2022
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 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.

This Policy, the Schedule, Endorsement and the Certificate of Insurance are to be read together as one document.

EXCESS (SECTION 1)	: S\$1,500
EXCESS (SECTION 2)	: S\$1,500
WINDSCREEN EXCESS	: S\$100
ADDITIONAL EXCESS	: N/A
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	: DBS BANK LTD
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 : CAPSTONE INSURANCE AGENCY PTE. LTD. (00000662757)  
 Date of Issue : 17 Dec 2021 18:51 hrs

For NTUC INCOME INSURANCE CO-OPERATIVE LIMITED

Chief Executive



E-CUBE VEHICLE RENTAL PTE LTD  
ROC/GST Register No.:201607761H

11 LORONG 3 TOA PAYOH BLK B #01-11  
(Jackson Square) SINGAPORE 319579  
Tel 62575757 | Email: ecuberental@gmail.com

## RENTAL AGREEMENT

**No. RA2104001**

Date: 01 Apr 2021

### 1. PARTIES INVOLVED

This Rental Agreement shall be between E-Cube Vehicle Rental Pte Ltd (hereinafter referred to as the "Owner") and the Hirer (details below).

HIRER PARTICULARS			
Name	: XU JIAN	NRIC/FIN/Passport No	: 57866466E
Address (Res)	: BLOCK 15 WOODLANDS DRIVE 72 #03-42 Singapore 738096	Tel	: 88007731
DRIVER PARTICULARS			
Name	: XU JIAN	Contact	: 88007731
Date of Birth	: 27/09/1978	Driving License No.	:
NRIC/FIN/Passport No	: 57866466E	Driving Passing Date	: 28/11/2015
Address (Res)	: BLOCK 15 WOODLANDS DRIVE 72 #03-42 Singapore 738096	Bank Account No	:
ADDITIONAL DRIVER PARTICULARS #1			
Name	: CHING VUI LEONG	Contact	: 83172890
Date of Birth	: 06/03/1983	Driving License No.	:
NRIC/FIN/Passport No	: G2486793K	Driving Passing Date	: 17/06/2016
Address (Res)	: 1 SERAYA LANE #03-03 Singapore 437274	Bank Account No	:

### 2. VEHICLE

The Owner shall rent to the Hirer the following vehicle **SMY9031R** (hereinafter referred to as "Vehicle")

### 3. RENTAL PERIOD

The Rental Period shall commence on **03 Apr 2021** for a minimum period of 104 (weeks) and shall expire at the end of this period.

Thereafter, a 1 weeks' notice period either way (From the Hirer to the Owner or from the Owner to the Hirer) will apply.

### 4. RENTAL RATE

The Vehicle in Section 2 shall be rented to the Hirer at a Rate of **\$ 455.00/week** with a deposit of **\$ 1,000.00**.

Rental payment to be made every/on \_\_\_\_\_.

### 5. PAYMENT RECORD

	AMOUNT	PAID ON	CHEQ NO		
DEPOSIT					
WEEK 1					
WEEK 2					
WEEK 3					
WEEK 4					
WEEK 5					
GRAND TOTAL					

Hirer's Signature

Main Driver's Signature  
(if not hirer)

Rented out by

PAGE 1 OF 2





E-CUBE VEHICLE RENTAL PTE LTD  
ROC/GST Register No.:201607761H

11 LORONG 3 TOA PAYOH BLK B #01-11  
(Jackson Square) SINGAPORE 319579  
Tel 62575757 | Email: ecuberental@gmail.com

## RENTAL AGREEMENT

**No. RA2104001**

Date: 01 Apr 2021

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

Hirer's Signature

Main Driver's Signature  
(if not hirer)

Rented out by

PAGE 2 OF 2

## TERMS &amp; CONDITIONS

## 1. AGREEMENT FOR RENTAL

- 1.1 The Owner will let the Hirer take on rental based on the following terms and conditions for the Vehicle stated in this Rental Agreement.  
 1.2 The Rental Agreement shall commence on the date stated in this Rental Agreement.

## 2. RENTAL CHARGE

- 2.1 The Hirer shall make payment to the Owner based on the Rental Rate stated in this Rental Agreement. Should the Hirer be returning the Vehicle at the end of a Rental Period, all outstanding payment must be cleared on return, failure on the Hirer's part to make payment on the day of payment stated in this Rental Agreement constitutes a default, the Owner has the right to exercise Clause 7 of the terms and conditions to repossess the vehicle.  
 2.2 If the Hirer shall fail to return the vehicle at the expiration of the Rental Period then without prejudice to the other rights of the Owner the Hirer shall pay to the Owner for every day elapsed between the Rental Period expiration and the date the vehicle is returned to the Owner.

## 3. DEPOSIT

- 3.1 The Hirer shall pay in cash prior to the commencement of this agreement the deposit specified in this Rental Agreement or pay the deposit in instalments for Private Hire Rental Agreements.  
 3.2 The Owner shall (without prejudice to his rights against the Hirer) be at liberty to retain out of such deposit:  
 (a) The amount of any loss of 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 rental charges or any other amount payable hereunder from the deposit during the Rental Period.  
 3.4 The deposit shall be forfeited immediately if the Hirer breaches any terms and conditions in this agreement (e.g. defaults the agreement).  
 3.5 If the Hirer returns the Vehicle to E-Cube Vehicle Rental Pte Ltd  
 (a) Before the expiry of the Rental Period, the Hirer's deposit shall be forfeited. In addition, the Hirer is liable to pay the Owner the full rental charges till the last day of the agreement.  
 (b) Without issuing a one week's notice after agreement expires, the Hirer's deposit shall be forfeited. In addition, the Hirer is liable to pay the Owner any unpaid rental charged on a per day basis and 1 week's Rental.

## 4. VEHICLE REPAIRS/ADDITIONS

- 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 or 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 without the Owner's prior approval, the Owner shall not be responsible or liable for the costs or expenses and damages whatsoever incurred by the Hirer as a result of such unauthorized servicing repairs replacements or adjustments. In addition, any fines incurred as a result of additions by the Hirer will also be borne by the Hirer (e.g. over-tinted windscreen and windows, number plates with designs and font that are not approved by LTA).  
 4.3 Any servicing repairs replacements or adjustments required to be done by reason of any damage or defect caused by the negligent use of the Vehicle by the Hirer shall be borne by the Hirer.  
 4.4 Any additions or improvements to the Vehicle of any kind or nature made by the Hirer shall become component parts of the Vehicle. The Owner maintains the rights, title and interest of the Vehicle and its component parts at all times.  
 4.5 The Hirer hires/affixes 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 from the use thereof.

## 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 injury or damage sustained by the Hirer or by any third party as 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 in all respects roadworthy and in a proper and safe condition.

## 6. RETURN OF VEHICLE/CONDITION ON RETURN

- 6.1 Upon 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 agreed with the Owner and on the due date stated on the agreement in good order and condition (fair wear and tear resulting from the proper use thereof expected) failing which then Hirer shall be liable to reimburse the Owner for all costs of restoring the Vehicle to such good order condition.  
 6.2 The Vehicle shall be returned by the Hirer at the end of the rented period with the same tankful of 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.  
 6.3 The Tamper Decal affixed on the Vehicle for private hire purposes shall be not be damaged, defaced or removed. The Hirer shall reimburse a flat fee of \$550.00 for the Tamper Decal or replace the Tamper Decal at his own cost if it has been damaged, defaced or removed.

## 7. DEFAULT AND REPOSSESSION

- 7.1 If the Vehicle is not returned in accordance with clause 6 or if the Hirer is in breach of any of the 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 (repossession fee \$5200.00) and the Hirer irrevocably authorizes the Owner, his servants or agents to enter into and onto 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 persons claiming under or through him.  
 7.2 In the event of a default or a breach of any terms and conditions of this agreement by the Hirer, the Owner shall have the right to exercise any one or more of the following:  
 (a) Declare the entire amount of Rental Fee hereunder immediately due and payable without notice or demand to Hirer.  
 (b) To sue for and recover all Rental Fee, and other payments, then accrued or thereafter accruing.  
 (c) To take possession of the Vehicle, without demand or notice, wherever same may be located, without any court order or other process of law. Hirer hereby waives any and all damages occasioned by such taking of possession.  
 (d) To terminate the agreement.  
 (e) Deny any insurance coverage to the hirer for the duration while the Vehicle is in the hirer's possession. Hirer will have to bare all claims, Own Damage or 3rd Party.  
 (f) To pursue any other remedy at law or in equity.

## 8. CARE USE AND CUSTODY OF VEHICLE

- 8.1 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 Owner thereafter is entitled to be reimbursed in full in addition to imposing a surcharge not exceeding fifty dollars (\$550.00) for service and administration costs by 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 approve in writing and will keep the Vehicle free from distress execution or other legal processes.  
 8.3 The Hirer 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 persons except as herein provided.  
 8.4 The Hirer shall use for the vehicle premium grade of petrol or such fuel as specified by the manufacturers of the Vehicle failing which the Hirer shall be liable for the full cost or repairs including loss of rental income arising from the Hirer's negligence or any inconvenience caused to the Owner.  
 8.5 During the period of this agreement, the Hirer or its driver shall ensure that the Vehicle is provided with sufficient petrol, motor oil (free at Owner's workshop), water, prescribed tyre pressure and repair of punctured tyre (free at Owner's workshop) at their own expenses failing which the Hirer shall be liable for the full cost or repairs (e.g. Engine damaged due to insufficient motor oil or radiator water, tow fees and Replacement of Tyre due to continuously driving with a flat tyre) including loss of rental income arising from the Hirer's or driver's negligence or any inconvenience caused to the Owner. In such an event, the Hirer will have to pay E-Cube Vehicle Rental Pte Ltd on demand the cost of repairs as well as loss of rental. The vehicle must not be overloaded. The Hirer shall be responsible for any damage to the Vehicle due to overloading of the Vehicle.  
 8.6

## 9. PROHIBITED USE

- 9.1 The Vehicle shall not be used:  
 (a) To carry passenger or load in excess of the Motor Vehicle's licensed carrying capacity.  
 (b) By the Hirer or any other persons under the influence of any drug or intoxicating liquid or substance.  
 (c) To propel or tow any vehicle, trailer or other object.  
 (d) Participate in any race, test or contest or any purpose other than domestic and social purposes.  
 (e) Instruct an unlicensed person in the operation of the Vehicle.  
 (f) For illegal purposes.  
 9.2 The Vehicle shall not be driven by any other person other than the Hirer and any additional driver stated in the agreement.  
 9.3 The Vehicle shall not be driven by any other person other than the Hirer and any additional driver stated in the agreement.  
 9.4 The Hirer further declares that the information given by him to the Owner, his servants or agents whether in oral or in writing including that herein is neither false nor misleading.  
 9.5 Failure to abide by the terms stated in Section 9.1 to 9.4 constitutes a default.

## 10. NO LIABILITY FOR PROPERTY

- The Owner is not responsible for loss or damage to any property left stored, loaded or transported by the Hirer 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.

## 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 fulfil all the obligations of the insured and not to do anything which could endanger or minimize the protection afforded by the insurance. The Vehicle is covered under Comprehensive Motor Vehicle Coverage containing an Excess of \$2000/- for own damage (OD).

Hirer's Signature &  
Company Stamp

- (b) \$3000/- for third party 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 \$4000/- for any damage caused to the hired Vehicle and/or any third party 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 covered by motor insurance policy covering personal accident or death liability for the Hirer, or such additional driver of the Hirer and the Owner shall not be held responsible for any liability claims, injuries or otherwise for any accident, death or losses arising from the use of the Vehicle. A copy of such policy is available for inspection at the owner's place of business for the time being.
- 11.4 The Hirer shall report all accidents involving the Vehicle to the Owner and the insurance company immediately and for cases with injury to the Police not later than twenty-four (24) hours after the accident. The Hirer shall not acknowledge or compound any claim partially or in full. It is important that the Hirer secure the names and addresses of all the witness as well as the registration number of any and all Vehicle(s) involved in the accident. All communications of letters received from the Police or third party are to be answered 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 earnings while damaged Vehicle is under repair.
- 11.5 The Hirer acknowledges that their rights to insurance coverage is automatically revoked if they
- (a) Fail to report any accidents to the Owner within twenty-four (24) hours after the accident.
  - (b) Refuses to cooperate with the Owner in making the accident report.
  - (c) Refuses to pay the insurance excess arising for the accident.
  - (d) Defaults on the contract.
- 12. PREVIOUS INSURANCE POLICIES**
- 12.1 The Hirer declares that no insurance company or underwriter in connection with motor insurance for the Hirer 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. LOSS AND DAMAGE**
- 13.1 The Hirer hereby assumes and shall bear the entire risk of loss, destruction and damage to the Vehicle from any and every cause whatsoever, whether or not covered by insurance except for natural disaster involved. No loss or damage to the Vehicle or any part thereof shall impair obligation of Hirer under this Agreement which shall continue in full force and effect through the term of the Agreement.
- 13.2 In the event of loss or damage of any kind whatever to the Vehicle, Hirer shall, at the Owner's option:
- (a) Place the same in good repair, and working condition; or
  - (b) Replace the same with like Vehicle in good repair, condition and working order; or
  - (c) Pay to the Owner the replacement cost of the Vehicle.
- 14. CHANGE OF VEHICLE**
- 14.1 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 deposit (if any) paid by him but shall have no other claim of any kind whatsoever against the Owner.
- 14.2 A free replacement Vehicle, if available, will be provided should the original Vehicle be grounded for mechanical repairs, servicing or inspection by the LTA. 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.
- 15. WAIVER**
- 15.1 No forbearance, indulgence or relaxation on the part of the Owner 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**
- 16.1 This agreement shall be governed by and constructed 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**
- 17.1 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 in the rental agreement 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. RECOVERY OF COST OR EXPENSES**
- 18.1 Any cost or expenses (including legal costs on a full indemnity basis) to which the Owner may be put in exercising its rights under this Agreement or which the Owner may incur in ascertaining the whereabouts of the goods or the recovery of possession thereof from the Hirer or the demand for payment or in the enforcement of any of the terms and conditions under this Agreement shall be payable by the Hirer to the Owner.
- 19. GENERAL**
- 19.1 The person signing the Agreement assumes full responsibility, along with the firm, organization in whose name he might sign.
- 19.2 E-Cube Vehicle Rental Pte Ltd reserve the right to amend any part of the agreement without prior notice.
- 20. TERMINATION OF RENTAL BEFORE EXPIRY OF THE CONTRACTUAL PERIOD**
- 20.1 Should the rental agreement be terminated before the rental period expires; the Hirer's deposit shall be forfeited and the Hirer shall pay the Owner the full rental charges till the last day of the agreement in excess on top of any outstanding rental owed.

Hirer's Signature &  
Company Stamp