



# ACCREDITATION SCHEME

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FOR

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## Motoring Businesses (SILVER)

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### INFORMATION & APPLICATION KIT

*Non - SVTA members can apply for this scheme.*

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# Introduction

## Why CaseTrust Non-SVTA Accreditation for Motoring Businesses?

The Consumers Association of Singapore (CASE) and Singapore Vehicle Traders Association (SVTA) have developed a joint CaseTrust Accreditation Scheme (Silver) for the motoring industry. Building upon the present CaseTrust requirements which promote fair-trading and good business practices, this CaseTrust Non-SVTA scheme has incorporated new criteria unique to the car trade to raise the professionalism of dealers.

With the introduction of this scheme, consumers can easily identify reliable car dealers simply by checking whether the company displays the CaseTrust (Silver) logo. As vehicle purchases are big-ticket items to consumers, CASE hopes to offer better consumer protection by getting these companies to adopt the CaseTrust standards.

## What is CaseTrust Non-SVTA Accreditation for Motoring Businesses?

In January 2008, work on the new accreditation scheme started. From the complaints gathered from consumers who have had trouble with car dealers, CASE was able to identify the most common errant practices that vehicle dealers have used against consumers. This accreditation scheme was designed in a bid to differentiate the trustworthy vehicle dealers who offer transparency and good business practices in their dealings with consumers.

Model agreements were designed to be used by accredited vehicle dealers to add greater transparency to the process of purchasing a motor vehicle. These 3 contracts would clearly spell out the liabilities of each party, as well as the terms and conditions with regards to the purchase of a motor vehicle.

The Motor Industries Dispute Resolution Centre (MIDReC) has also been setup to handle mediation and adjudication for complaints against accredited motoring businesses. Accredited motoring businesses would be contractually bound to mediation and adjudication as decided by MIDReC.

## What can consumers expect from a CaseTrust Non-SVTA accredited business?

A motoring business that achieves CaseTrust Non-SVTA accreditation is certified as a business that possesses the foundation for good sales practices and standards. The business will have the following mechanisms in place:

### Clear Fee Policies

- Clearly articulated and documented policies on fees and fee refund. These must be fully disclosed to their customers and adhered to according to the terms and conditions of the contract between the business and consumers.

### Well-Defined Business Practices and Systems

- A redress system with proper and clearly defined dispute resolution mechanisms for the business and consumers. This will include mediation by the Motor Industry Dispute Resolution Centre (MIDReC), CASE Mediation Centre, and recourse to the Small Claims Tribunals and the Courts, if necessary.
- An insurance bond capped at S\$50,000 to protect the customer's fees and deposits paid in the event of an unresolved dispute.

#### **Well-Trained Personnel**

- The business must ensure that it has trained sales staff who do not practice unethical sales tactics and are able to provide good customer service.

## Motor Industries Dispute Resolution Centre (MIDReC)

### **What is MIDReC?**

The Motor Industries Dispute Resolution Centre or MIDReC in short is an independent and impartial institution specializing in the resolution of disputes between motoring businesses and consumers.

Consumers who have an unresolved dispute with an accredited motoring business can lodge their claim/dispute with MIDReC.

### **What is MIDReC's Dispute Resolution Process?**

The dispute resolution process of MIDReC comprises of Mediation (1<sup>st</sup> Stage) and Adjudication (2<sup>nd</sup> Stage).

#### Mediation (1<sup>st</sup> Stage)

When a complaint is first received, it would be handled by MIDReC's Case Manager. The complainant and the accredited business are encouraged to resolve the claim/dispute in an amicable and fair manner. In appropriate cases, the Case Manager mediates the dispute between parties.

#### Adjudication (2<sup>nd</sup> Stage)

Where the dispute is not settled by mediation, the case is heard and adjudicated by a MIDReC Adjudicator or a Panel of Adjudicators. Accredited businesses are contractually bound to honour the decisions made by MIDReC.

## **MIDReC's Membership**

To be eligible to apply for this accreditation scheme, a Non-SVTA member must subscribe to the MIDReC's Membership. The fees chargeable by MIDReC can be found on Page 14 of this Information Kit.

A Non-SVTA member may contact SVTA directly to find out more about the MIDReC's Membership as follows:

Singapore Vehicle Traders Association (SVTA)  
111 North Bridge Rd  
#17-02 Peninsula Plaza  
Singapore 179098  
Tel: 6250 1122  
Email: [enquiry@svta.com.sg](mailto:enquiry@svta.com.sg)

## **Insurance Bond**

### **What is the insurance bond for?**

All accredited motoring businesses will be required to purchase an insurance bond in the amount of \$50,000. The insurance bond is one of the many ways that an accredited motoring business takes to show its commitment to their customers.

In the event a consumer has an unresolved dispute with an accredited motoring business the matter can be referred to MIDReC where an adjudicator or panel of adjudicators will decide on the facts and merits of each case. If the decision is made in favour of the consumer, a payout will be made from this insurance bond.

You can contact SVTA and/or the following insurance provider directly to find out how to purchase the insurance bond:

NTUC Income Insurance Co-operative Limited  
Income Centre, 75 Bras Basah Road  
Singapore 189557  
Tel: 6788 1777  
Email: [csquery@income.com.sg](mailto:csquery@income.com.sg)

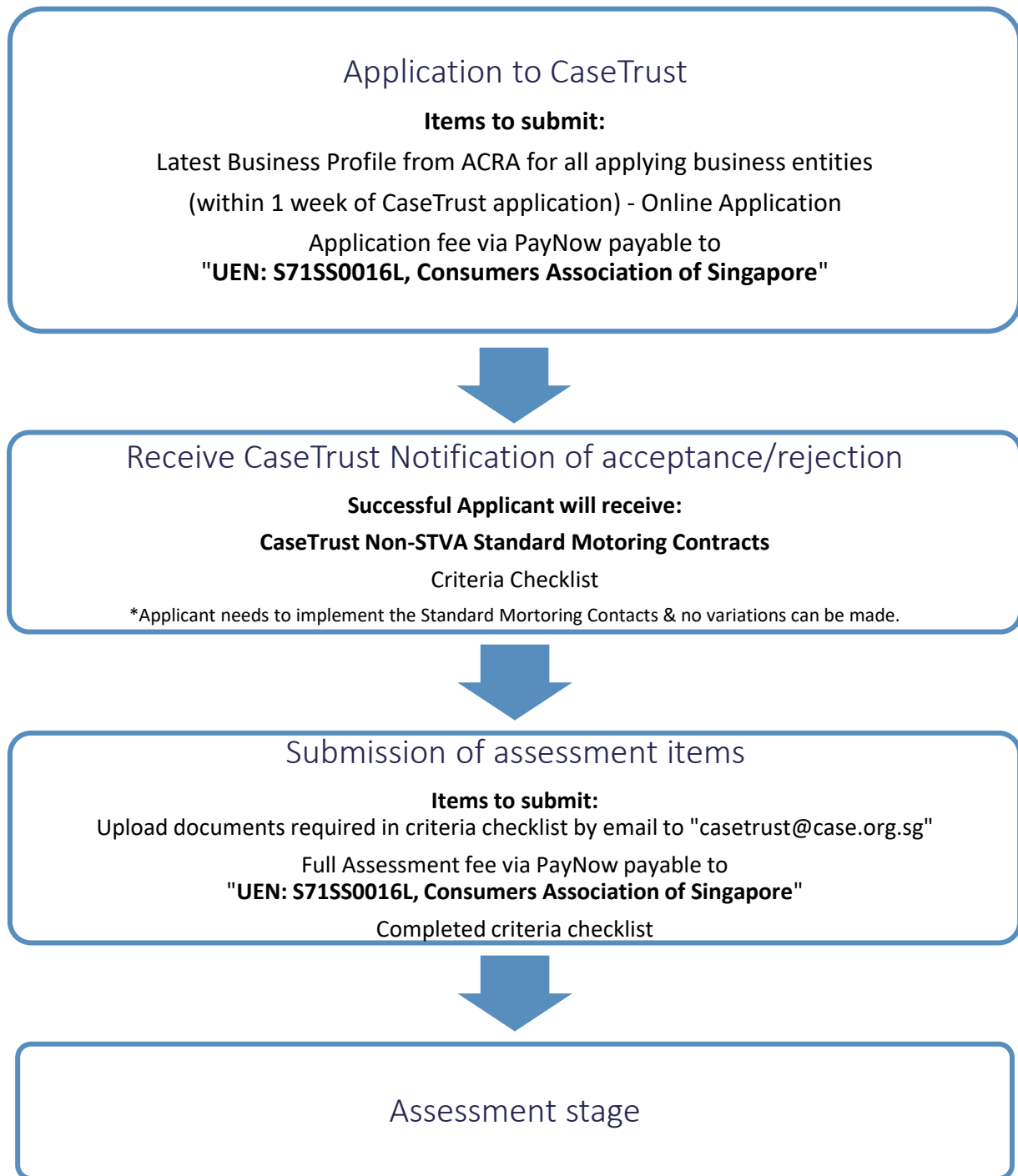
# Standard Contracts

## What are the Standard Contracts?

There are a total of four standard contract templates to be used by accredited motoring businesses:

- (a) Agreement for Sale of Used Vehicles**  
This agreement lists the terms and conditions for consumers to purchase a used vehicle from the motoring business.
- (b) Agreement for Sale of New Vehicles**  
This agreement lists the terms and conditions for consumers to purchase a new vehicle from the motoring business.
- (c) Certificate of Entitlement (COE) Bidding Agreement**  
This agreement lists the terms and conditions for the motoring business to secure a COE on the behalf of the consumer.
- (d) Application for Hire Purchase Financing**  
This application form lists the details of the consumers to be provided to apply for hire purchase financing.

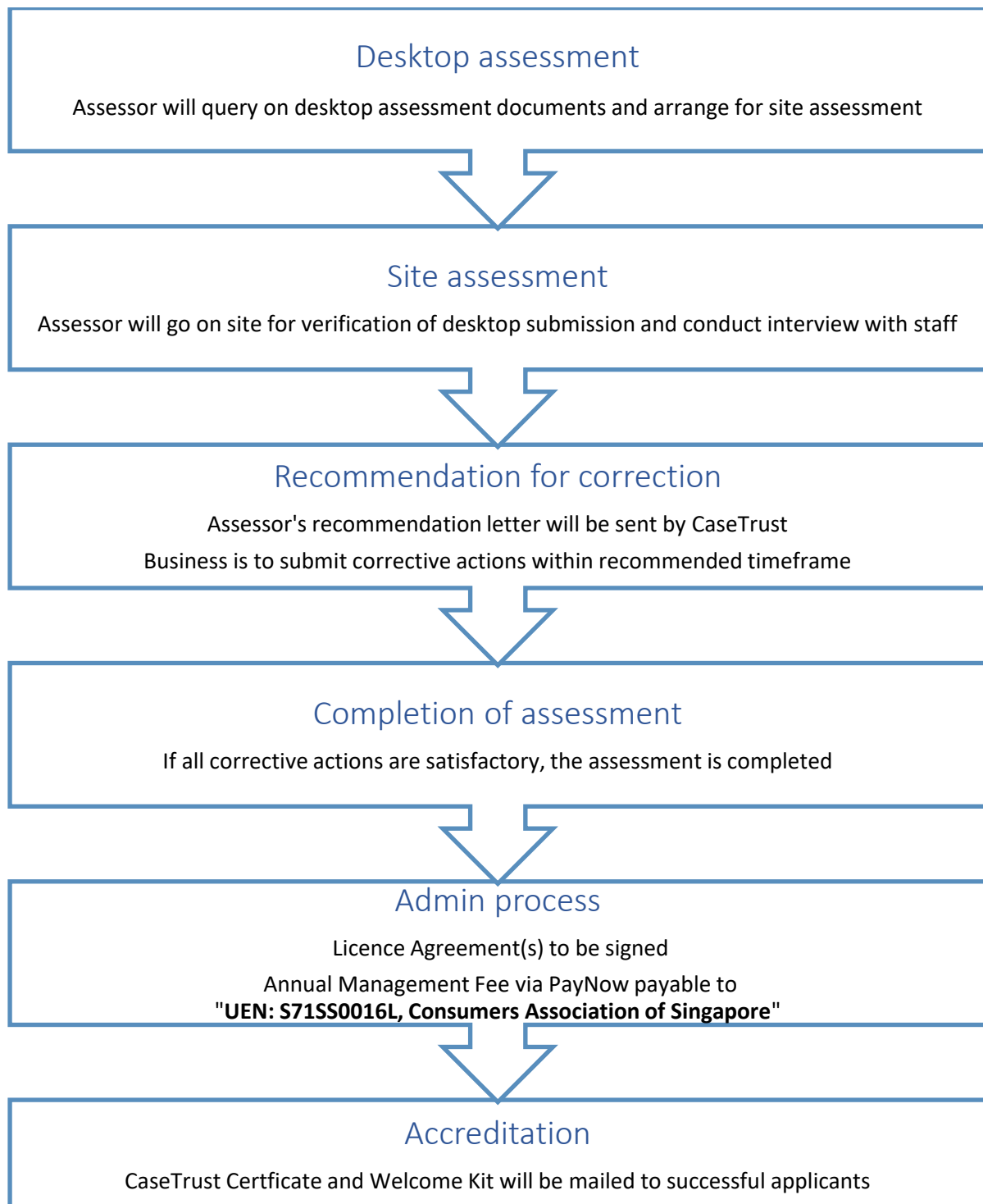
## CaseTrust Application Stages



*Note: 1. Non-SVTA member would have to subscribe to MIDReC's membership and the Performance Bond, before submitting its application for CaseTrust accreditation.*

*2. The application will be considered Null & Void if complete set of required assessment items are not submitted within 6 months from date of application.*

## CaseTrust Assessment Stages



*Note: It will take around 3 months from the date applicant commences the assessment stage (through submission of all required assessment items) to complete the accreditation assessment process.*



## CaseTrust Criteria for Non-SVTA Motoring Businesses (Silver)

The full criteria checklist, incorporating assessment elements and document checklists, will be made available to businesses upon submission of the CaseTrust application and application fee.

Policies	
Goods & Services	
<b>A1</b>	My business offers goods and services of satisfactory quality as defined in the Sales of Goods Act S14 (2), Consumer Protection (Fair Trading) Act and Lemon Law.
Terms & Conditions of Sales	
<b>A2</b>	My business ensures the customer signs the CaseTrust Non-SVTA Standard Contracts which clearly stipulate the policies and terms and conditions of sale.
<b>A3</b>	My business ensures that critical information's are not left blank when customer signs the Application for Hire Purchase Financing
<b>A4</b>	My business provides the customer with a copy of the signed CaseTrust Non-SVTA Standard Contracts.
<b>A5</b>	My business has a cancellation policy which clearly stipulates the time frame and conditions for any cancellations.
<b>A6</b>	My business has a refund policy which clearly stipulates the time frame and conditions for any refunds.
<b>A7</b>	My business has an amendment policy which clearly stipulates the time frame and conditions for any amendments.
<b>A8</b>	My business has an exchange policy which clearly stipulates the time frame and conditions for any exchanges.
<b>A9</b>	My business clearly states the terms and conditions for any deposits paid should the transaction be cancelled.
<b>A10</b>	My business has a policy of informing customers when COE bidding will be done.
<b>A11</b>	My business has an insurance policy covering misdeeds and/or mishaps in the form of an insurance bond or deposit of \$50,000.
<b>A12</b>	My business clearly states the terms and conditions applicable to the redemption of any sales vouchers.

<b>A13</b>	My business has a policy that ensures the vehicle is of the model and colour the customer agreed to buy.
<b>A14</b>	My business has a policy to deliver the vehicle no later than 30 days for used vehicles and no later than 90 days for new vehicles from date of successful bidding of COE.
<b>A15</b>	If the vehicle is unavailable by the deadline, my business has a policy to provide compensation in the form of _____ (eg. rental car, cash rebate, etc.)

### Pricing & payment

<b>A16</b>	My business has a policy committing to clearly displaying discounted prices.
<b>A17</b>	My business clearly states the payment methods and channels available to customers.
<b>A18</b>	My business clearly states all the different sets of prices which may include financing arranged or insurance arranged by dealers or both, as compared to no such arrangements or differing arrangements.
<b>A19</b>	My business is committed to avoid over or under-charging and to ensure correct change is given.

### Security

<b>A21</b>	My business is committed to maintaining the confidentiality of customer data.
<b>A22</b>	Should my business require to release the customer's data, we will make this known to the customer and obtain his/her consent before releasing the information.

## Communication

### External Communication

- |           |  |
|-----------|--|
| <b>B1</b> | My business provides effective mode(s) of communication for customers.   |
| <b>B2</b> | My business has a system on place to inform CASE in writing of any change in the ownership of the company, change of address / contact details, additions of outlets, etc. |

### Advertising & Promotion

- |            |   |
|------------|---|
| <b>B3</b>  | My business' merchandise/ services are accurately described and portrayed by the company in all marketing communications.   |
| <b>B4</b>  | Marketing communications include sufficient details on prices, quality, availability and terms of sales or business.  |
| <b>B5</b>  | My business sells what we advertise and promote.  |
| <b>B6</b>  | My business will state the description and value of promotional item(s) and free gift(s) in all marketing communications.   |
| <b>B7</b>  | My business maintains a sufficient level of stocks for all promotional item(s) and free gift(s).  |
| <b>B8</b>  | My business will deliver a previously promised promotional item(s) and free gift(s) with another of equal value or return the stated amount in cash should the item be unavailable after a period of 14 calendar days from the date of delivery of vehicle (eg. Car Accessories, etc.). |
| <b>B9</b>  | My business clearly states the period for which promotions are valid.   |
| <b>B10</b> | My business clearly spells out details of the mechanism for any lucky draw or competition promotions.   |
| <b>B11</b> | My business makes available to both customers and the public the details of the insurance policy covering misdeeds and/or mishaps in the form of an insurance bond or deposit of \$50,000.  |

## Practices & Systems

### Terms & Conditions of Standard Contracts

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|-----------|--|
| <b>C1</b> | My business provides customers with a signed copy of the CaseTrust Non-SVTA Standard Contract. |
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### Retailing

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|-----------|---|
| <b>C2</b> | <p>Deposit/Reservations</p> <ul style="list-style-type: none"> <li>a. My business provides customers with receipts to acknowledge payment of deposits or reservation charges.</li> <li>b. Receipts for deposits and reservations have full detailed information.</li> </ul>   |
| <b>C3</b> | <p>Proof of Purchase</p> <ul style="list-style-type: none"> <li>a. My business issues receipt to customer with details of the purchases and/or the services provided.</li> <li>b. The receipt reflects relevant detailed information.</li> </ul>  |
| <b>C4</b> | <p>Exchange and Refund</p> <p>My business honours our exchange and refund policies promptly within the stipulated time frame and conditions.</p>  |
| <b>C5</b> | <p>Delivery &amp; Collection</p> <ul style="list-style-type: none"> <li>a. My business provides delivery forms.</li> <li>b. Delivery forms show full detailed information. My business gets customer's signature acknowledging receipt of vehicle. A copy of the delivery form is given to the customer.</li> <li>c. My business keeps customer updated on the delivery status of their vehicle.</li> </ul> |

### Management Feedback

- |           |   |
|-----------|---|
| <b>C6</b> | My business has a system to document complaint cases and has a complaints resolution procedure.   |
| <b>C7</b> | My business informs complainants of the status of the complaint investigation.  |
| <b>C8</b> | My business resolves complaints within a maximum of 7 days upon receipt of complaint.   |
| <b>C9</b> | My business informs customers of alternative forms of redress should the company be unable to resolve the complaint within the time frame, Eg. CASE Mediation Centre. |

## Security

- |            |   |
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| <b>C10</b> | My business uses customer's particulars strictly for the purpose of completing sales transactions or for other legitimate purposes made known to the customer.  |
| <b>C11</b> | When my business wishes to use customers' particulars for purposes other than internal marketing and billing, we make this known to the customer before obtaining their particulars and obtain the consent of the customer. |
| <b>C12</b> | My business has a system to keep all customers' particulars confidential.   |

## Goods & Services

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|------------|--|
| <b>C13</b> | My business has a system for ensuring the quality of products and services offered for sale. |
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## Personnel

### Performance

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|-----------|--|
| <b>D1</b> | Customer support and service staffs do not practice any unethical sales tactics. |
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### Knowledge

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| <b>D2</b> | Staff working for the company should be able to provide accurate, timely and comprehensive product and service information to customers and to perform service to the expected levels. |
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## Fee Structure

(Fees are inclusive of GST)

Type of Fee	Small Business Sales Turnover < S\$300M	Medium Business Sales Turnover S\$300M – S\$500M	Large Business Sales Turnover > S\$500M
<b>Application</b>	S\$218	S\$218	S\$218
<b>Full Assessment*</b> (1 <sup>st</sup> Year)	S\$741.20	S\$1,853.00	S\$2,725.00
<b>Interim Assessment**</b> (3 <sup>rd</sup> Year)	S\$370.60	S\$926.50	S\$1,362.50
<b>Annual Management</b>	S\$654	S\$1308	S\$2180

\*Full-term assessment (Desktop & Site) is conducted every 4 years.

\*\*Interim assessment (Site only) is conducted on the 3<sup>rd</sup> year of every accreditation cycle.

Here is a cost breakdown for companies classified as a **Small Business** over 4 years

\* Rate will depend on whether or not a claim has been made on the insurance bond.

Type of Fee	Payable to	Year 1	Year 2	Year 3	Year 4
<b>Entrance Fee</b>	MIDReC	S\$500			
<b>Application Fee</b>	CASE	S\$218			
<b>Assessment Fee</b>	CASE	S\$741.20		S\$370.60	
<b>Annual Management Fee</b>	CASE	S\$654	S\$654	S\$654	S\$654
	MIDReC	S\$600	S\$600	S\$600	S\$600
<b>Insurance Bond</b>	INCOME	S\$280	To be advised+	To be advised+	To be advised+
<b>Total Accreditation Cost</b>		S\$2993.2	S\$1254	S\$1624.6	S\$1254

## Other Charges

(Fees are inclusive of GST)

	Fee
<b>Certificate printing</b>	Complimentary
<b>Reprint / Additional Certificate printing</b>	S\$16.35
<b>Mediation at CASE Mediation Centre</b>	Complimentary
<b>CaseTrust decal</b>	Complimentary

## Important Note

1. Fees are inclusive of the prevailing GST rate and are subject to change, depending on economic situation and discretion of the CaseTrust department.
2. \*Full-term assessment (Desktop & Site) is conducted every 4 years.
3. \*\*Interim assessment (Site only) is conducted on the 3<sup>rd</sup> year of every accreditation cycle.
4. Application fee is to be paid together with submission of application form. Full assessment fee is to be paid at the submission of desktop assessment documents.
5. The application will be considered NULL & VOID, with the Applicant considered to have failed the assessment if:
  - a. Documents and fee for assessment are not submitted within 6 months from date of application.
  - b. The Applicant failed to obtain CaseTrust accreditation within the period of 1 year from date of application.
6. The Applicant must go through the full assessment first, and the interim assessment after 2 years.
  - a. CASE reserves the right to perform more than one interim assessment during the 4-years period.
7. If the Applicant does not pass the assessment, a re-assessment fee equivalent to the full assessment fee must be paid.
8. The annual management fee is payable only after the Applicant passes the assessment process.
9. Below are the cancellation fees in the event the Applicant cancels its application under the following circumstances:
  - a. Application fee is strictly non-refundable.
  - b. Assessment fees are refundable if withdrawal request is made within 7 days after the submission of your application.
  - c. If a withdrawal request is made after 7 days from submission of assessment items, but at least 4 days before commencement of site assessment, 50% of the assessment fees will be refundable.
  - d. Assessment fees are strictly non-refundable if withdrawal request is made less than 4 days before site assessment.
  - e. The annual management fee is payable only after the Applicant clears the assessment process.
  - f. The Assessment Fees would be refunded in the event of an outright disqualification during the initial application stage.



# Application Terms and Conditions

## Application

1. The Applicant is bound by the Terms and Conditions herein and such variations, which may from time to time, be made by the CaseTrust Department; and upon submission of their Application to the CaseTrust Department.
2. Fees are subject to change, depending on economic situation and discretion of the CaseTrust Department.
3. The applicant (or subsequently accredited business) is to note the following eligibility conditions to apply/re-apply for the accreditation scheme or to remain accredited:
  - a. there should not be 5 or more complaints related to the Consumer Protection Fair Trading Act (CPFTA) lodged against it with CASE, within a continuous period of 12 months before the date of the new/renewal application or after the business has been accredited; and/or
  - b. must not be faced with any debarment arising out of any sanction imposed by CaseTrust; and/or
  - c. must not have any bad track record with CASE (where the respective situation arises), for refusal to sign the Voluntary Compliance Agreement (VCA), breach the signed VCA, be issued with a Consumer or Company Alert against it by CASE, or be referred to the Competition and Consumer Commission of Singapore for Injunction by CASE.
3. Businesses with different ACRA unique entity numbers are considered separate entities, even if they are under the same holding company. Separate applications will be required.
4. An application for CaseTrust accreditation must be accompanied by:
  - a. Completed application form as prescribed, together with any supporting documents required
  - b. Application fee

## Assessment

1. The Applicant must pass all assessments to be or remain accredited.
2. Assessment Fees are strictly non-refundable if the Applicant fails the assessment.
  - a. The CaseTrust department reserves the right to reject any submission for any reason without further explanation to the Applicant
  - b. If the Applicant wishes to appeal the rejection of its submission, it may contact CaseTrust via email at [casetrust@case.org.sg](mailto:casetrust@case.org.sg) with its supporting documents within 14 business days of receiving the notification of rejection. The CaseTrust department

may in its absolute discretion review the Applicant's appeal and respond with its final decision within 30 business days.

3. The application will be considered **NULL & VOID** if:
  - a. Documents for assessment are not submitted within **6 months** from date of application.
  - b. The Applicant failed to obtain CaseTrust within the period of **1 year** from the date of application.
4. If an Applicant fails the prescribed Assessment conducted, the Applicant may be given a further opportunity to qualify to be accepted under the scheme and such would be decided by the Assessor or Assessors assigned as long as the Applicant does not exceed 2 further Assessments. All Assessment Fees, if any, must be paid by the Applicant.
5. Applicants whose desktop submission is insufficient as determined by the assessor, will have to submit the corrective actions within 2 months from the date of notification. Failing which, the Applicant is deemed to have failed the desktop assessment.
6. Applicants who pass the desktop assessment but subsequently fail the site assessment are deemed to have failed the assessment.
7. The Applicant may ask for a review of the Assessment with reasons. The Applicant's request will be considered by the Head of Department, and if appropriate, forwarded to the CaseTrust Department. Such review will be allowed at the discretion of the CaseTrust Department and will be final. This review fee will be refunded if the review is found in the Applicant's favour.
8. Where there is a need for the Applicant to engage a consultancy firm, the Applicant will liaise directly with such consultant(s) and the appropriate fees paid to the consultancy firm for their services. Such consultants and consultancy firms are independent third parties and are not endorsed by either CASE or the CaseTrust department. CASE and the CaseTrust department will under no circumstance be liable for any advice rendered by such consultancy firms.
9. In the event the CaseTrust Applicant withdraws their application:
  - a. Assessment Fees are refundable if withdrawal request is made within 7 days after the submission of your application.
  - b. If a withdrawal request is made at least 7 days before commencement of Site Assessment, 50% of the Assessment Fees will be refundable.
  - c. Assessment Fees are strictly non-refundable if withdrawal request is made less than 4 days before site assessment.
  - d. If the Applicant fails the desktop assessment and decides to withdraw at that stage, 50% of the Assessment Fees will be refundable.

- e. The annual management fee is payable only after the Applicant clears the assessment process.
- f. The Assessment Fees would be refunded in the event of an outright disqualification during the initial application stage.

## Accreditation Details

1. Applicant must go through the full assessment first, and the interim assessment after 2 years.
2. Accreditation will be for a period of 4 years, renewable every year, subject to payment of the Annual Management Fee, passing all Assessments, satisfying all Investigation or queries by CaseTrust (this including feedback from the public i.e. complaints, if any), and any other requirement(s) put forth by CaseTrust at any point in time.
3. Accredited companies that make changes to its company ownership partnership/directorship after obtaining accreditation may be subjected to re-assessment and must furnish CASE with a Deed of Assignment. This assessment shall be independent of other assessments that the accredited business is scheduled to undertake.

## Standards

1. Accredited businesses are required to maintain the CaseTrust standards as stated, among other things, in the Assessment Criteria provided. The criteria may be revised from time to time and the accredited business must be so bound by such.
2. Accredited businesses are required to comply with all government laws, rules, and regulations at all times. Should the accredited businesses be found to be in breach of such laws, rules, and regulations, the accredited business has been made aware of the CaseTrust Department's empowerment to suspend, expel, or blacklist, either singly or jointly, depending on the severity of the non-compliance, or by any other appropriate means.
3. The CaseTrust Department reserves the right to perform an audit or conduct mystery shopping on the business during their accreditation period.
4. Upon successful accreditation, the business is required to display its policies clearly in its premises or such policies must be easily accessible to Consumers. Web-based retailers are required to publish their web policies on their websites.
5. The accredited businesses must have a proper criterion to deal with complaints and a dispute resolution programme in place which is transparent and known to consumers. If the consumer who has a dispute with a CaseTrust accredited business requests for mediation at CASE Mediation Centre, the CaseTrust accredited business must attend the mediation session arranged by CASE.

6. To uphold the standards, which may be updated from time to time by CaseTrust, all accredited businesses shall adhere to the Code of Practice and abide by penalties imposed upon breach/infringement of the Code of Practice.

## Conditions Precedent

1. Businesses should allow CaseTrust representatives into their premises for auditing and/or investigation purposes, whether notified or not.
2. The business agrees to indemnify and keep CASE, its directors, employees, officers, agents or representatives) fully and effectively indemnified against any and all actions, liabilities, cost, claims (including third party), losses, damages, proceedings and/or expenses (including all legal costs on an indemnity basis) arising from or in connection with the business's application for CaseTrust accreditation scheme.

## Audit/Investigation

1. In the event of a breach of the CaseTrust requirements stipulated within this Information Kit, the Criteria Checklist, the License Agreement and/or the CaseTrust Code of Practice, CaseTrust may impose sanctions by way of Warning, Suspension, Expulsion and/or Debarment from CaseTrust.
2. All Suspension, Expulsion and Debarment cases would be considered and approved by the CaseTrust Advisory Council.
3. Accredited business Suspended of its CaseTrust status would be required to pay for the Interim Assessment fee, undergo and pass the Interim Assessment. Under this circumstance, the business would be given up to 2 rounds to pass the Interim Assessment, within 3 months from the date of the Notice of Suspension.
4. Should the accredited business be sanctioned of its CaseTrust status by Warning or Suspension, the sanction would be valid for 2 years from the date of the imposition. The validity of the sanction would be carried forward to the renewed accreditation cycle and should there be any breach of the CaseTrust requirements again, further or more sanctions may be imposed.

## Termination

1. Upon termination and expiry of CaseTrust accreditation scheme, all physical CaseTrust related materials must be returned to CASE office within 7 days, and such materials should not be used in any manner whatsoever by the businesses before its return.
2. The CaseTrust Department reserves the right to suspend and/or revoke the accreditation status should the business fail to adhere to any of the CaseTrust requirements stipulated within this Information Kit, the Criteria Checklist, the License Agreement and/or the CaseTrust Code of Practice, or for whatever reasons, as the CaseTrust Department deems fit.

# CaseTrust Application Submission Checklist

- ☐ CaseTrust Application via [Online Submission](#)
- ☐ [Business Profile from ACRA](#) (within 1 week of CaseTrust application)
- ☐ Application Fee \$218 can be made by PayNow to '**UEN: S71SS0016L, Consumers Association of Singapore**'.

## **PayNow Instructions**

1. PayNow is to be made to UEN: S71SS0016L, Consumers Association of Singapore
2. Within the field, <Transfer Details> please indicate your business name
3. Send a screen shot of the successful payment page via this email [casetrust@case.org.sg](mailto:casetrust@case.org.sg)

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Thank you for your interest in the CaseTrust.

You are a step closer to be recognised as a reliable company that consumers can count on.

We look forward to having you on board.