

No. 2 of 1977

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

O N A P P E A L

FROM THE FEDERAL COURT OF MALAYSIA

B E T W E E N :

PANG LIN alias PHANG YOKE LIN

Appellant
(Plaintiff)

- and -

CHINA INSURANCE COMPANY LIMITED

Respondents
(Defendants)

RECORD OF PROCEEDINGS

PHILIP CONWAY THOMAS & CO.,
61 Catherine Place,
London, SW1E 6HB

Solicitors for the
Appellant

LE BRASSEUR & OAKLEY,
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London, WC1B 3BZ

Solicitors for the
Respondents

O N A P P E A L

B E T W E E N :

- and -

CHINA INSURANCE COMPANY LIMITED

RECORD OF PROCEEDINGS

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Notice of Motion	30th September 1975
Affidavit of A.Jayadeva	30th September 1975

No. 2 of 1977

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

O N A P P E A L

FROM THE FEDERAL COURT OF MALAYSIA

B E T W E E N :

PANG LIN alias PHANG YOKE LIN Appellant
(Plaintiff)

- and -

CHINA INSURANCE COMPANY LIMITED Respondents
(Defendants)

10

RECORD OF PROCEEDINGS

No. 1

WRIT OF SUMMONS

GENERAL FORM OF
WRIT OF SUMMONS

IN THE HIGH COURT IN MALAYA AT KUALA LUMPUR

CIVIL SUIT 1972 No. 211BetweenPang Lin @ Phang Yoke Lin PlaintiffAndChina Insurance Company Limited DefendantsTan Sri Ong Hock Thye, P.S.M., D.P.M.S., Chief
Justice of the HIGH COURT IN MALAYA in the
name and on behalf of His Majesty The Yang
di-Pertuan Agong.

To :-

China Insurance Company Limited
China Insurance Building (1st floor),
No.174 Jalan Tuanku Abdul Rahman,
Kuala Lumpur

30

In the
High CourtNo.1
Writ of
Summons16th March
1972

In the
High Court

No.1
Writ of
Summons

16th March
1972 -
continued

WE COMMAND YOU, that within eight (8) days after the service of this Writ on you, inclusive of the day of such service, you do cause an appearance to be entered for you in an action at the suit of Pang Lin @ Phang Yoke Lin of No.74, Jalan Haji Eusoff, Kampar Road, Ipoh.

AND TAKE NOTICE that in default of your so doing the Plaintiff may proceed therein and judgment may be given in your absence.

WITNESS, ABU BAKAR AWANG, Senior Assistant Registrar of the High Court in Malaya at Kuala Lumpur the 17 day of March, 1972. 10

Sd: Lim Cheng Chuan & Co. (L.S.) Sd: ABU BAKAR AWANG

Plaintiff's Solicitors

Senior Assistant
Registrar,
High Court,
Kuala Lumpur

N.B. - This Writ is to be served within twelve months from the date thereof, or, if renewed, within six months from the date of last renewal, including the day of such date, and not afterwards. 20

The defendant (or defendants) may appear hereto by entering an appearance (or appearances) either personally or by Solicitor at the Registry of the High Court at Kuala Lumpur. A defendant appearing personally, may, if he desires, enter his appearance by post, and the appropriate forms may be obtained by sending a Postal Order for \$3.00 with an addressed envelope to the Registrar of the High Court at Kuala Lumpur. 30

The Plaintiff's claim is for

- (1) A declaration that the deletion of Clause 2(ii)(b) of Section II of the Policy of Insurance issued on the 30th October 1970 by the Defendants is null and void and of no effect.
- (2) Rectification of the policy issued to the Plaintiff on the 30th October 1970 by reinstating Clause 2(ii) b of Section II. 40
- (3) A declaration that the Defendants are,

subject to the conditions in the Policy,
 liable to indemnify the Plaintiff against
 any sum including costs he shall become
 liable to pay to any person whomsoever
 in respect of death of or bodily injury
 to any person or damage to any property
 in consequence of an accident on 4th
 April 1971 at or about 8.00 p.m. at
 1½ m.s. Rawang - Ipoh Road, Selangor, by
 the driving of the Plaintiff of car
 No. BP.1064 (Accompanied by Statement of
 Claim).

In the
High Court

No.1
 Writ of
 Summons

16th March
 1972 -
 continued

10

Delivered this 16 day of March 1972

Sgd: Lim Cheng Chuan & Co.

Plaintiffs Solicitors

This Writ was issued by MESSRS. LIM CHENG CHUAN
 & CO. of No.20-A, Beach Street, Penang, whose
 address for service is No.20-A, Beach Street,
 Penang solicitors for the said plaintiff who
 resides at No.74 Jalan Haji Eusoff, Kampar
 Road, Ipoh.

20

This Writ was served by me at
 on the Defendant
 on the day of 19
 at the hour of

Indorsed this day of 19

(Signed)

(Address)

In the
High Court

No. 2

STATEMENT OF CLAIM

No.2
Statement
of Claim

16th March
1972

1. The Plaintiff resides at No.74, Jalan Haji Eusoff, Kampar Road, Ipoh.

2. The Defendants are a limited company incorporated in The People's Republic of China and having its registered office at 1st floor, 174 Jalan Tuanku Abdul Rahman, Kuala Lumpur.

3. The Plaintiff avers that on the 7th October 1970 he signed a proposal for a policy of insurance to cover the use of motor vehicle No.PH.800 and submitted the same to the Defendants or their servants or agents. 10

4. The Plaintiff avers that the proposal was made on the Defendant Company's usual Motor Insurance Proposal Form.

5. The Plaintiff avers that nowhere in the said proposal form was it required of the Plaintiff to state whether he wished to have a policy covering his driving of a private motor car not belonging to him and not hired to him under a hire purchase agreement. 20

6. The Plaintiff avers that it is agreed between the Plaintiff and the Defendants that the statement and particulars in the proposal form shall be the basis of the contract between the Defendants and himself.

The Plaintiff will refer to the Proposal Form for its specific contents at the trial of this action. 30

7. The Plaintiff avers that on the same date the 7th October 1970, the Defendants issued a motor cover note No. 67710 to the Plaintiff.

8. The Plaintiff avers that under the said cover note the risk referred to in the schedule as use for private purposes of car No.PH.800 was held covered in the terms of the Company's Usual form of Comprehensive policy applicable thereto from the period of 9.00 a.m. on 7th October, 1970 to midnight on 6th October 1971. 40

The Plaintiff will at the trial of this action

refer to the said Cover Note for its specific terms.

In the
High Court

No.2
Statement
of Claim
16th March
1972 -
continued

9. The Plaintiff avers that pursuant to the aforesaid proposal and the aforesaid cover note the Defendants on the 30th day of October, 1970 issued to the Plaintiff a Policy of Insurance No.396684. The Plaintiff will at the trial of this action refer to the said Policy for its specific terms and conditions.

10 10. The Plaintiff avers that the Defendants in the said Policy of Insurance purported to delete Clause 2(ii) b of Section II of the policy which should have read :-

20 "2. In terms of and subject to the limitation of and for the purposes of this section the Company will indemnify (ii)(b) the insured whilst personally driving a private motor car (but not a motor cycle) not belonging to him and not hired to him under a hire purchase agreement".

11. The Plaintiff avers that as on the 7th October 1970 when the Defendants issued the aforesaid cover note there was an agreement between the Plaintiff and the Defendants wherein the Defendants agreed to indemnify the Plaintiff in term of the Defendant Company's usual Comprehensive Policy.

30 12. The Plaintiff avers that the policy issued to the Plaintiff on the 30th day of October, 1970 was not the Company's usual comprehensive policy.

The Plaintiff avers that the Company's usual Comprehensive policy is the policy as issued on the 30th October, 1970 without the purported deletion of Clause 2(ii)b.

The Plaintiff claims therefore that the policy issued to him on the 30th October, 1970 be rectified accordingly.

40 13. Further and in the alternative the Plaintiff avers that the aforesaid purported deletion of Clause 2(ii)b of Section II of the policy is null and void and of no effect whatsoever for reason that

(a) the Plaintiff did not at any time agree to the said deletion and the said deletion was a unilateral act on the

In the
High Court

No.2
Statement
of Claim

16th March
1972 -
continued

part of the Defendants.

- (b) the Defendants had agreed to issue the Defendant company's usual comprehensive policy which is one without the purported deletion.
- (c) there is no consideration for the purported deletion of clause 2(ii)b of Section II of the policy.

14. The Plaintiff avers that on the 4th April 1971 at or about 8.00 p.m. he was driving motor car number BP 1064, being a private car not belonging to him and not hired to him, along the Rawang - Ipoh Road when at or about $1\frac{1}{2}$ miles from Rawang his car BP 1064 came into collision with a motor car No. BE.6081. 10

15. In consequence of the said accident Mansor bin Mohd. Rais and Rahmah bt. Hj. Othman died and Che Siti bt. Abdullah, Che Faridah bt. Mansor and Che Rohani bt. Sulaiman suffered serious injuries. 20

16. The Plaintiff avers that he is entitled under the said Policy of Insurance and or the said Cover Note subject to the conditions therein to Indemnify from the Defendants against any sum whatsoever including costs and expenses which he may become liable to pay to any person or persons whomsoever for the deaths of Mansor bin Mohd. Rais and Rahmah bt. Hj. Othman and for injuries, loss and damage to any third party whomsoever, including the said Che Siti bt. Abdullah, Che Faridah bt. Mansor and Che Rohani bt. Sulaiman. 30

17. And the Plaintiff claims :-

- (1) A declaration that the deletion of Clause 2(ii) (b) of Section II of the Policy of Insurance issued on the 30th October, 1970 by the Defendants is null and void and of no effect.
- (2) Rectification of the policy issued to the Plaintiff on the 30th October, 1970 by reinstating Clause 2(ii) b of Section II. 40
- (3) A declaration that the Defendants are, subject to the conditions in the Policy, liable to indemnify the Plaintiff against any sum including costs he shall become

liable to pay to any person whomsoever in respect of death of or bodily injury to any person or damage to any property in consequence of the said accident on 4th April, 1971 at or about 8.00 p.m. at 1½ m.s. Rawang - Ipoh Road, Selangor, by the driving of the Plaintiff of car No.BP.1064.

In the
High Court

No.2
Statement
of Claim
16th March
1972 -
continued

10

Delivered this 16 day of March, 1972

Sd: Lim Cheng Chuan & Co.
Solicitors for the
Plaintiff

No. 3

STATEMENT OF DEFENCE

No.3
Statement
of Defence
13th April
1972

The Defendants above named state as follows :-

1. Paragraphs 1, 2, 3 and 4 of the Statement of Claim are admitted.
2. Paragraph 5 of the Statement of Claim is admitted. The Defendants contend and will contend that no request was ever made by the Plaintiff for the extended cover.
3. Paragraphs 6 and 7 of the Statement of Claim are admitted.
4. Paragraph 8 of the Statement of Claim is admitted. The Defendants contend and will contend that the Policy of Insurance which was subsequently issued by the Defendants to the Plaintiff was in the terms of the Defendants' usual form of Comprehensive Policy for that material period.

20

30

In the
High Court

No.3
Statement
of Defence
13th April
1972 -
continued

5. With regard to Paragraph 9 of the Statement of Claim, the Defendants contend and will contend that they issued the said Policy of Insurance No.396684 to the Plaintiff pursuant to the proposal form submitted by the Plaintiff and in lieu of and cancelling the Cover Note No.667710.
6. With regard to Paragraph 10 of the Statement of Claim, the Defendants contend and will contend that the said Policy of Insurance issued by them to the Plaintiff was in the terms of the Defendants' usual form of Comprehensive Policy for that material period and was in pursuance of the proposal form submitted by the Plaintiff and was in compliance with the requirements of Part IV of the Road Traffic Ordinance, 1958. 10
7. With regard to Paragraph 11 of the Statement of Claim, the Defendants contend and will contend that the Policy of Insurance issued by them to the Plaintiff was in the terms of the Defendants' usual form of Comprehensive Policy for that material period. 20
8. Paragraphs 12 and 13 of the Statement of Claim are denied.
9. Paragraphs 14 and 15 of the Statement of Claim are admitted.
10. Paragraphs 16 and 17 of the Statement of Claim are denied. 30
11. Save as has been hereinbefore expressly admitted, each and every allegation contained in the Statement of Claim is denied as if the same were herein specifically set out and traversed seriatim.
12. The Defendants pray that the Plaintiff's claim be dismissed with costs.

Dated and delivered this 13th day of April,
1972.

Sd: Khoo & Sidhu 40
Solicitors for the Defendants

Filed by Messrs. Khoo & Sidhu, Solicitors
for the Defendants abovenamed whose address for
service is at Wing On Life Building (6th floor)
16 Cross Street, Kuala Lumpur.

No. 4
PROCEEDINGS

In the
High Court
No.4
Proceedings
30th
September
1974

This 30th day of September, 1974

Before me,

(Sgd) Datuk Hashim Yeop A. Sani

K.L. C/S.211/72

Mr. Lim Kean Chye for Plaintiff
Mr. Khoo Eng Chin for Defendant

Counsel for Plaintiff

10 Plaintiff bought policy from Defendant
Policy for motor was in "usual form". The heart
of the contention is that Defendant should not
have deleted a clause on the policy. Tenders
copy of policy - P1. The clause deleted is
in pg.1. 2(ii)(b). Defendant ought not to
have done this, unauthorised therefore the
policy should be rectified.

20 One important document is cover note - P2.
"usual form" used is P2. Proposal form - P3.
Note the bottom "no liability undertaken until
issue of cover note or premium received" upon
issue of note contract is formed. Warning
note "all passengers' liability excluded" in
P3 cf. no warning note re 2(b) of policy.
Therefore case for plaintiff is briefly - no
warning in proposal form of deleting 2(b),
therefore deletion in policy is unauthorised.
In Contractual terms, the contract was formed
upon issue of cover note.

30 What is status of cover note?

Law briefly is - policy must be in accord
with proposal. Bradley's case 1912 1 K.B.430
"universal practice for Co. to prepare proposal
form and policy."

40 Court as court of equity strict on printed
forms stated by Farwell J. South-East
Lancashire Co. Vol. 40 Lloyd's Report pg. 22.
agreement or repayment or rebate - Macnaghten's
"cannot alter common form to the detriment of
client". This case is authority for not striking
out the usual form.

In the
High Court

No.4
Proceedings
30th September
1974 -
continued

Plaintiff paid usual premium, not told
to delete 2(b).

Parties had agreed that there is
Malayan Insurance Association from time to
time to issue regulations for conduct of
companies. Defendant company is a member.
There is difference between Malaya and U.K.
In U.K. companies not bound to follow one
premium. This distinction is significant when
reading English cases. This Association issues
M.I.A. under tariffs for West Malaysia. From
time to time they issue circulars. There are
circulars from M.I.A. which makes it clear
at relevant time Defendant had done
unauthorised act. Company could delete before
1973 not after.

10

Circular 29.8.68 - P4
regulation 2 is at page 11 of Tariff - P5.

Thus in Malaya everything is regulated
by M.I.A.

20

Under Tariff notice 1964 - P6

Circular of 7.9.72 - P7 - deletion against
tariff.

1973 letter (dated 14.9.73) allowed them
to delete w.e.f. 1.11.73 - P8.

Court of Equity leans in favour of the
small man.

(Sd.) Hashim Yeop A. Sani

No. 5

PANG LIN alias PHANG YOKE
LIN

In the
High Court
Plaintiff's
Evidence

P.W.I. Pang Lin @ Phang Yoke Lin, aged 30 years,
a/s in Hokkien.

No.5
Pang Lin
alias Phang
Yoke Lin
Examination

I am an engineering contractor. I live
at 14, Jalan Timah, Eaton Park, Ipoh.

10 On 7.10.70 I signed a proposal form for
a policy of insurance. It is for my m/car
PH.800. I bought this policy from Volvo
Alor Star. The entire papers were left with
the car company. I did not read them as I
do not know English. I do not know name of
company. I bought the car from Volvo Alor Star.
Besides this I bought several other cars from
this company. Each time I did not know the
company. In each case Volvo keeps the policy.

20 I cannot remember if I was told earlier
by Volvo or China Insurance that a clause
would be deleted. I paid only the balance of
the car I traded in and I do not know how
much was the premium. I do like this in
practice - trading in and get a new car. I
signed the proposal form in each case and
Volvo did everything for me.

30 XXD - The first occasion I became owner of a
vehicle in 1966. In practice I depended on
the vendor of the car to do my insurance for me.
In 1970 I signed the proposal form P3. That
is the time I bought my new Volvo car. I
bought it from Federal Auto Co. Bhd., Alor
Star. The Manager of the company dealt with me.
He is Mr. Lim (id. Lim Koon Sia). He told
me in Chinese it was a first class policy
First class policy, Mr. Lim explained, means
driving own vehicle or other person's vehicle,
I would be covered. The insured vehicle
knocking against another persons vehicle or
other vehicles knocking my vehicle I would
40 both be covered. After I took the car out I
was given a small insurance card.

Cross-
Examination

(Witness shown P2) Yes, I got a copy of this
document.

The Federal Auto registered the car for
me.

After the car was registered I was not

In the
High Court
Plaintiff's
Evidence
No.5
Pang Lin
alias Phang
Yoke Lin
Cross-
examination
continued

given a policy, only the cover note.

I was taking out a new car from Federal Auto on 7.10.70. On that day I had owned an old Volvo which I traded for the new Volvo car.

I bought the old Volvo car also from Federal Auto.

For the old Volvo car the insurance was done also by Mr. Lim.

(Witness shown proposal form and cover note) 10

The proposal form was signed by me when I bought the old Volvo car - D9. I was given copy of the cover note - D10.

I was not handed certificate of insurance - (1D 11).

I was not handed certificate of insurance - (1D 12).

(Witness shown copy of certificate of insurance Volvo car - 1D 13).

I cannot remember whether I received it. 20

Whenever I bought a car I asked the vendor to keep it for me. I had asked them to do the insurance for me. After I bought the old Volvo car I was not given the policy and certificate of insurance. When I bought the new Volvo car I was not given the policy or certificate of insurance.

On 4.4.71 I was driving a car No.BP.1064. This car belonged to a friend of mine. I did not know whether this car is insured. 30

Re-
examination

RXD - The insurance card I received contained a pice of paper. The folded paper is like this (1D. 13).

I don't know if I had to have insurance before I drive a car.

After this case started I phoned Mr. Lim. He said the policy had been mislaid as it is long time ago.

(Sd) Hashim Yeop A. Sani
Case for plaintiff. 40

No. 6

LIM KOON SIA

In the
High Court
Defendants'
Evidence

No.6
Lim Koon Sia
Examination

D.W.I. Lim Koon Sia, aged 35 years, a/s in
Hokkien.

I am managing director of North Malaysia
Distributors Sdn. Bhd., 97C Batu 1 $\frac{1}{4}$ Seberang
Jalan Putra, Alor Star.

In 1970 I was attached to Federal Auto,
Alor Star.

10

The difference between Federal Auto and
Volvo. Originally Federal Auto was a private
company. After 1970, I can't remember well,
when the Swedish company came in and took up
shares with Federal Auto. Then only the name
changed to Volvo Malaysian Bhd.

When I was attached to Federal Auto it
was known as that name.

20

I was in capacity of manager. I know
P.W.I. I transacted business with him. I sold
cars to him. Volvo cars.

(Witness shown D9, 10, 11, 12). P.W.I.
signed D9. This was about the time he bought
a Volvo car from my company. When he signed
this he did not tell what he wanted. He did
not leave everything to me. When he bought
the car in 1970 he asked me to buy him an
insurance. He told me to buy a first class
insurance i.e. comprehensive policy. He
did not ask me for anything else.

30

(Witness shown D10). This was issued
by my company and signed by me. The insurance
company then issued to me the insurance
policy and certificate of insurance (i.e. D11,
D12). They are copies. The insurance
company gave me 2 copies each of policy, one
original and the other a copy. But only one
certificate of insurance. The original policy
I gave to the contractor, P.W.I.

40

The second copy of the policy was sent
to the finance company.

The certificate of insurance (D12) was

In the
High Court

Defendants'
Evidence

No.6
Lim Koon Sia

Examination
continued

also given over to the buyer of the car,
P.W.I. I cannot remember.

P.W.I. came back to my company in
October 1970.

(Witness shown P1, P2, P3 and D13).

P3 - the proposal form was submitted to
me by P.W.I. Because he bought a new car,
P.W.I asked me to buy the insurance for him.
He asked me for a comprehensive policy. He
told me nothing else. As result I issued P2.

10

Subsequently the insurance company sent
me the policy and certificate of insurance
(P1 and D13). The company sent me 2 copies
of P1 and one copy of D13. The original of
P1 was given to the buyer, P.W.I. The second
copy of P1 I sent to the Finance Company. The
original D13 I gave to P.W.I.

Cross-
Examination

XXD - (Witness referred to endorsement on top
of proposal form). They were agents of
China Insurance Company.

20

I signed P2, not Kow Tung the agents,
because I did this for the agents. I am
agents of Kow Tung not the Insurance Company.

Re-
examination

RXD - I am agent of Kow Tung but not of China
Insurance. Federal Auto had no relation-
ship with China Insurance.

(Sd) Hashim Yeop A. Sani

No.7

SOH WAI CHAKIn the High CourtDefendants' EvidenceNo.7
Soh Wai Chak
Examination

D.W.2 Soh Wai Chak, aged 43 years, a/s in English.

I am claims executive of China Insurance Co. In 1970 I was with the underwriting department.

10 (Witness shown D11, 12). This is car policy and certificate of insurance issued on 10.7.70. They were issued pursuant to cover note to me (D10). This cover note was issued from the proposal (D9). The insured was one Pang Lin.

(Witness referred P1, P2, P3, D13). P1 is the policy. P2 is cover note. D13 is certificate of insurance. They were issued for plaintiff.

20 (P1) Policy No. MC.396684. I can produce duplicate policies No.396674 - 396683, ten policies in all. No. 396685-94 ten in all. (Counsel for Plaintiff objects to admission of these documents):-

(1) plaintiff taken by surprise

(2) not in defence.

30 XXD - (Witness shown duplicate). In 1967 my company did not cross out clause 2(b). In 1968 we started crossing out the clause. I don't know if the new form with deletion of S2(b) deposited with Commissioner of Insurance. I can't remember if we deposited.

Cross-
Examination

RXD - Nil

(Sd) Hashim Yeop A. Sani

By consent adjourned to another date for continuation to be fixed by S.A.R.

(Sd) Hashim Yeop A. Sani

31st January, 1975

IN THE HIGH COURT IN MALAYA HOLDEN AT IPOH

Parties and Counsel as before.

In the
High Court
Defendants'
Evidence
No.7
Soh Wai Chak

Mr. Khoo states that Mr. Lim now concedes that the twenty policies in all referred to by D.W.2. The other policy by Overseas Assurance Mr. Khoo concedes not admissible. D.W.2 resworn a/s in English. (Witness shown 2 sets No.396674-83 - D14, No.396685-94 - D15).

Cross-
Examination
continued

XXD - I cannot find it from my records whether the new form with deletion deposited with Commissioner. No different premiums were charged. No different premiums charged to Mr. Pang.

10

RXD - Nil.

Case for Defence.

No.8
Proceedings
31st January
1975

No. 8
PROCEEDINGS

Mr. Khoo

Plaintiff's claim is for rectification of policy Pl. Contention of plaintiff is clause 2(b) of S.2 of policy should not have been deleted.

20

Refer to law on rectification.

Showcross on Motor Insurance, 2nd Ed. pg. 630
Halsbury's Laws of England, 3rd Ed. Vol.22,
pg.217 para.408 - "strongest evidence of mutual mistakes" MacGillivray Insurance Law, 4th Ed.
pp.424-5, para. 724.

Hardy Ivamy - pg.189.

What is emphasised in this - for plaintiff to succeed he must prove there is prior agreement whereby plaintiff proposed for and Defendant agreed to grant w/o deletion in issue.

30

1921 9 Lloyd's L.L.R. pg. 514

Pasquali & Co.'s case, at page 515. Rowlatt's judgment.

1921 8 Lloyd's L.L.R. 365. L.J.Bankes
pg. 366.

In the
High Court

Cases referred to by Counsel for plaintiff.

No.8
Proceedings

1912 1 K.B. 415 - This is not case for
rectification, only a condition in policy.

31st January
1975 -
continued

South-East Lancashire, 1931 Lloyd's L.R.
pg. 22 - not case of rectification but Co.
issuing insured a policy. Held that insured
parties not ad idem Co. must pay.

10

I submitted before - to succeed plaintiff
must establish he had proposed for and Defendant
agreed policy w/o deletion.

Evidence in this case - plaintiff insured
old car with defendant. Exhibits D9, D10,
D11, D12 payment, cover note, policy and
certificate of insurance. Plaintiff traded
old car for new car and he said left everything
to D.W.1.

D.W.1. is agent for Plaintiff. Authorities :-

20

1929 A.E.R. Reprint, pg.442
Biggar - 1902 1 K.B. 516
1974 1 M.L.J. 82

all these dealt with agent of insured.

No evidence in this case that plaintiff
through his agent D.W.1 had proposed deletion -
see previous insurance of plaintiff and the
20 policies now produced to show that the
type of policy issued by Defendant at the
material time. These documents are relevant.
The 10 before and 10 after issue of policy in
question, also policy of old car D11. Clause
2(b) deleted from D11.

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Defendant could not have been instructed
to issue a policy with the clause. No
evidence plaintiff asked for policy with
deletion. This is question of fact.

If no agreement on part of Defence, i.e.
policy not entitled to rectification.

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Another point - Defendant had issued a
policy in breach of Tariff Regns. I concede
to that. But not relevant to present issue.
Not the case of policy not in compliance with
R.T.O. It is not the case of policy is in

In the
High Court
No.8

Proceedings
31st January
1975 -
continued

compliance with R.T.O. The basis for the plaintiff is that the policy is not what he asked for.

Two sections in R.T.O. to show in compliance with R.T.O. S74 and S75.

Cover note given to plaintiff. Words of cover note "Co.'s usual form of comprehensive policy" i.e. with no deletion. Our contention is what is the policy issued by Defendant during the material time. Cover note superseded by policy. Plaintiff should fail

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(Sd) Datuk Hashim Yeop A.Sani

Mr. Lim

First to note is that when cover note is issued contract is formed.

Assuming only P2 basis of action w/o P1.

Will Court turn to the usual form of insurance of Defendant or to Motor Tariffs. The previous policy is irrelevant. Court can ignore what a contract between Defendant and others - see P8. This must be considered before and not after P8.

20

Policy not deposited with Commissioner. Therefore Plaintiff cannot tell whether that is with deletion.

There is binding contract upon issue of cover note.

1912 1 K.B.415. In re Bradley - pg.430.
Specific Relief Act - S.30. Courts power.
Griffiths v. Fleming, 1909 1 K.B.805

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Farwell's judgment pg.817.

From evidence, plaintiff never told of intention to delete but also charged with ordinary premium. As far as public is concerned the Defendant must follow a code of conduct and follow the Tariffs.

South-East Lancashire Co. Lloyd's L.L.R.
Vol.40, pg.22 at 23. (Plaintiff seems to rely heavily on this case).

Queen Insurance Co. 7 A.C. pg.96, pp.122/125 40

although this case is about Canadian statute
the spirit can be applied to the Tariffs here.

The Tariffs here semi-governmental status
though not statutory.

P7 sent out in 1972.

Defendant says "usual form" is what they
like. But Govt. wants a uniform policy that
is why Tariffs were issued. 'Usual' to
plaintiff would be what an ordinary person
expects.

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(Sd) Hashim Yeop A. Sani

Judgment reserved.

In the
High Court

No. 8
Proceedings

31st January
1975 -
continued

14th MARCH, 1975

Mr. Lim Kean Chye for Plaintiff

Mr. Loh Meng Choon for Defendant

Judgment delivered. Exhibits to parties
through S.A.R., K.L.

(Sd) Hashim Yeop A. Sani

TRUE COPY

Sd. illegible
Secretary to Judge,
High Court, Malaya, Ipoh.

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14th March
1975

In the
High Court

No.9
Judgment

14th March
1975

No. 9

JUDGMENT

IN THE HIGH COURT IN MALAYA AT KUALA LUMPUR
CIVIL SUIT NO. 211 OF 1972

BETWEEN

Pang Lin @ Phang Yoke Lin Plaintiff

AND

China Insurance Co.Ltd. Defendants

J U D G M E N T

DATUK HASHIM YEOP S. SANI, J.

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According to the Statement of Claim and also evidence adduced the Plaintiff on 7th October, 1970, signed a proposal for a policy of insurance to cover the use of motor vehicle registration No. PH.800 and submitted the same to the defendants through their agent (D.W.1). The proposal was made on the defendant company's usual motor insurance proposal form (P3). The plaintiff also avers that it was agreed between the plaintiff and the defendants that the statement and particulars in the proposal form shall form the basis of the contract between them. On the same date the defendants issued a motor cover note No. 67710(P2) to the plaintiff. On 30th October, 1970 the defendants issued to the plaintiff a policy of insurance No.396684 (P1) and a certificate of insurance (D13) pursuant to the aforesaid proposal and the aforesaid cover note. However in the said policy of insurance (P1) and certificate (D13) clause 2(ii)(b) of Section II of the policy and its corresponding provision in D13 were deleted. Section II of the policy relates to liability to third parties. Clause 2(ii)(b) read as follows :-

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" In terms and subject to the limitation of and for the purposes of this section the Company will indemnify

(ii)(b) the Insured whilst personally driving a private motor car (but not a motor cycle) not belonging to him and not hired to him under a hire purchase agreement. "

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It is the contention of the plaintiff -

In the
High Court

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continued

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- (1) that the proposal form was the basis of the contract between the defendants and himself;
- (2) the policy issued to the plaintiff on the 30th day of October, 1970 was not the company's usual comprehensive policy;
- (3) the company's usual comprehensive policy is a policy as issued on the 30th of October, 1970 without the deletion of aforesaid clause 2 (ii)(b);

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- (4) that the purported deletion of the aforesaid clause 2(ii)(b) of Section II of the policy is null and void and of no effect being a deletion not agreed to by the plaintiff and different from the defendant company's usual form of comprehensive policy and also being a deletion made without consideration.

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The Plaintiff has asked for a declaration that the aforesaid deletion is null and void and of no effect and secondly for rectification of the policy by reinstating the deleted clause and finally for a further declaration that the defendants are, subject to the conditions of the policy, liable to indemnify the plaintiff against any sum as he shall become liable to pay to any person whomsoever in respect of the death or bodily injury sustained as a result of the accident which occurred on 4th April, 1971 when the plaintiff was driving a motor vehicle being a private motor car "not belonging to him" and "not hired to him".

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In their Statement of Defence and subsequent evidence the defendant's main contention is that the policy of insurance referred to was issued in the terms of the defendants' usual form of comprehensive policy for that material period and that the defendants issued the said policy of insurance to the plaintiff pursuant to the proposal form submitted by the plaintiff in lieu of and cancelling the cover note referred to earlier. The issue of the said policy of

In the
High Court
 No.9
 Judgment
 14th March
 1975 -
 continued

insurance was in compliance with the requirements of Part IV of the Road Traffic Ordinance, 1958. In short, it is the contention of the defendants that the policy issued to the plaintiff on 30th October, 1970 with the deletion was in fact the defendant company's usual form of policy during the material period. Therefore the defendant company is not liable to indemnify the Plaintiff in respect of any damages arising out of the accident on 4th April, 1971.

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The Plaintiff gave evidence to the effect that he had been dealing with one Lim Koon Sia (D.W.1) in matters relating to the insurance covers of all his motor cars. D.W.1 at all material times was an agent of Kow Toong Sdn., Bhd., Alor Star, who was an agent of the defendants. In his testimony the plaintiff said he had asked for a "first class policy" which he said was explained to him by D.W.1 to mean to cover driving one's own vehicle or other person's vehicle. D.W.1, however, in his testimony said that the plaintiff told him to buy a first class insurance, i.e. a comprehensive policy but did not ask for anything else. In his own testimony the plaintiff also said in practice he depended on the vendor of the car to do the insurance for him. The vendor he meant is D.W.1 who was the manager of the Federal Auto Sdn. Bhd., Alor Star, from whom he bought the new car PH.800 and also the previous one. Before he bought motor car PH.800 he also owned an old Volvo car (also bearing the same registration number) and the insurance for this car was also done for him by D.W.1 (D9, D10, D11 and D12). In the certificate of insurance and the policy of insurance of the previous car (D12 and D11) the same clause was also deleted.

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To show what the "usual form" of motor insurance comprehensive policy issued by the defendant company during the material period the defendants tendered twenty policies of insurance during the material period and common to all these policies was the deletion of clause 2(ii)(b) and the consequential deletions.

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The more cogent points raised in arguments by counsel for the parties may be summarised as follows. Argued on behalf of the plaintiff was that when the cover note (P2) was issued by the defendants to the plaintiff the contract was formed. Based on this the court should therefore look at the usual form of insurance which would be

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expected by the ordinary man when he asked for a "comprehensive" cover. All other contracts between the defendants and the other insureds would be irrelevant. Secondly the plaintiff was charged with the ordinary premium for a comprehensive policy and he was never told by the defendants of their intention to delete the clause in question from the policy. Finally the Motor Tariffs Regulations issued by the Malaysian Insurance Association should be given their due status as a semi-governmental code of conduct designed to regulate the conduct of the affairs of the insurance companies in this country. The argument of the plaintiff is that the "usual form" of policy is not what the defendants' own idea of their usual form of policy but should be construed to mean the standard form of policy envisaged by the Motor Tariffs Regulations.

It was however argued on behalf of the defendants that for the plaintiffs (sic) to succeed he must prove that there was prior agreement between the Plaintiff and the defendants for the defendants to grant the comprehensive policy without the deletion in question. Secondly the "usual form" of comprehensive policy was what the plaintiff would reasonably be expected to obtain from the defendants during the material period and it was submitted that this would be a question of fact.

Before getting to the crux of the matter let me deal first with some preliminary issues which can be disposed of easily. First, there is no argument at all that the proposal form signed by the plaintiff on 7th October, 1970, (P3) forms the basis of the contract between the plaintiff and the defendants. This is so declared at the bottom of the proposal form. Pursuant to the proposal form the cover note was issued by the defendants to the plaintiff (P2). In the cover note it is expressly provided that the plaintiff "having proposed for insurance in respect of motor car described in the schedule below the risk is hereby held covered in the terms of the company's usual form of comprehensive policy applicable thereto for the period" asked for. Cover notes issued as a matter of practice in motor insurance business are similar in status to the "interim receipt"

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No.9
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1975 -
continued

In the
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continued

in respect of fire insurance business and the "slip" in respect of marine insurance business which contain a proposal for insurance which, if accepted by the company, would result in a policy to be based on the terms of the proposal; the company having an option to decline the proposal and in which case no policy would be delivered. The whole agreement contained in the cover note is only a preliminary one and the note contains a proposal for a policy to be carried into effect if accepted, by the delivery of a policy. The cover note therefore "is expressly a contract with a view to a policy, making interim provision until a policy is prepared and delivered." - (1) see The Queen Insurance Company v. Parsons.

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Secondly, it is not disputed that the Malaysian Insurance Association, of which the defendant company is a member, does from time to time issue regulations for the conduct of member companies. Among matters regulated which are relevant for consideration here is the amount of premium to be charged. Unlike the United Kingdom where insurance companies are not bound to follow one premium, insurance companies in this country subscribe to the regulations on premium. The Association also from time to time issue circulars. The circulars relevant for consideration here are those pertaining to deletions.

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The history of the stand of the Malaysian Insurance Association on matters of deletion can be traced to as early as 1964. On 10th January, 1964, the Secretaries by order of the committee of the Association wrote to members advising them on the subject of motor policy forms and restriction of cover. In that circular letter (P6) members were advised that the committee had decided that in respect of the motor policy forms - (1) all members were required to print and use the standard policy wording as laid down in the Tariff; and (2) any restriction in cover must be effected either by endorsement or deletion or both. In 1968 the Secretaries again wrote a circular letter dated 29th August, 1968, (P4) reminding members that it was mandatory for members to use the policy forms as given in the Tariff and that any alterations to the standard forms must be made by endorsement. It was also mentioned in that circular letter that the Insurance Commissioner had however agreed that these endorsements placed on the policy form by means of a rubber stamp would be acceptable provided they were clearly legible. Again in 1972 the Secretaries wrote another circular letter dated 7th September, 1972, (P7). It is significant to note that paragraph 2(b)

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of Section II of a private car policy form was the subject of this circular. It would appear from the circular that the committee's attention had been drawn to the fact that certain companies were deleting this paragraph which had the effect of their avoiding liability if the insured meets with an accident when driving a motor car not belonging to him. This circular exhorted that "Members are advised that such deletion is not correct and is regarded as a breach of the Tariff." However, on 14th September, 1973, the Secretaries issued another circular letter (P8) stating that majority of members had indicated their wish for the deletion of paragraph 2(b) of Section II of the policy and advised members that with effect from 1st November, 1973, an amendment to the Tariff would come into force and the amendment read:

"PRIVATE CAR POLICY - page 115 of the Motor Tariff - Delete subsection 2(b) of Section II - Liability to Third Parties."

It was also mentioned in this last circular letter that all policies written prior to 1st November, 1973, would remain in force on the terms entered into at the time of the contract. Policies written after 1st November, 1973, and all renewals will comply with the requirements of this Tariff Notice, i.e. the deletion of subsection 2(b) of Section II.

Without going into the legal status of the Malaysian Insurance Association vis-a-vis member companies I would concede that regulations issued by the Association form a code of conduct for the members but breach of which would entail no legal consequences. Judging from the circulars mentioned in the last paragraph the history of the deletion of paragraph 2(ii)(b) of Section II of the motor policy would seem to be as follows: During the period 1964 to 1968 members were required to use the standard forms but were allowed to make alterations provided such alterations were clearly legible. This policy of the Malaysian Insurance Association continued until 7th September 1972, when suddenly the Association regarded the deletion of paragraph 2(b) of Section II of

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 continued

the policy was against the Tariff. This attitude to such deletion continued up to 14th November, 1973, when the deletion was allowed again with effect from 1st November, 1973. Therefore looking at the facts of the instant case it would appear that when the policy (P1) was issued to the plaintiff it was issued by the defendants when such deletion was allowed (or at least not expressly prohibited by the Association) provided that the deletion was "clearly legible" in the terms of the 1968 circular. But that does not end the problem here. 10

The law on rectification by the Court of an insurance policy has been well established and I would only cite a few authorities as guidelines. In Halsbury's Laws of England, Third Edition, Volume 22, page 217, paragraph 408 describes the law on rectification in simple terms, that is to say, where the policy as issued does not correctly embody a contract previously agreed between the parties, either party may apply for rectification of the policy. Rectification will only be granted on the strongest evidence of mutual mistake. In order that rectification may be obtained, it must be shown that there was in fact a prior agreement between the parties differing from that purporting to be embodied in the policy. 20

Bankes, L.J. observed in Cagniere & Co. v. Eastern Co. of Warehouse etc. (2) 30

" It is said....that it is not a correct view to suggest that it is a mutual mistake which has to be established (to entitle a party to rectification of a document). I view that contention with considerable sympathy. It seems to me much more accurate to say that if you prove that the parties have come to a definite prior agreement and you then find in the document which was intended to carry out the definite agreement that something other than the definite agreement has been inserted, then it is right to rectify the document in order that it may carry out the real agreement between the parties. But in order to bring that doctrine into play it is necessary to establish beyond doubt that the real agreement between the parties was that which it is sought to insert in the document instead of that which appears there. " 40 50

" But where the insurers and the assured intended each to contract upon different terms, no case of rectification arises. The parties never having agreed upon the terms of the contract, any policy issued is a nullity."

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continued

MacGillivray on Insurance Law, 4th
Edition at paragraph 724 on Rectification
of policy states as follows :-

" Where a preliminary contract is concluded and a policy is afterwards issued which is not in accordance with the contract made, the assured may claim to have the policy rectified so as to represent the true agreement. Where there is no preliminary contract and the execution and delivery of the policy concludes the first binding contract, the assured is not bound to accept a policy which is not in accordance with his application. He is probably entitled to assume that it is so, and if he afterwards discovers that it is not he may either accept it or reject it, and if he rejects it he may claim a return of premiums on the plea of non est factum as he and the insurers were not ad idem.

A strong case is required to support a claim for rectification on the ground that a policy does not represent the actual contract. There is a strong presumption that the policy which the accused accepts does in fact contain the actual contract made. (underlining is mine)

Mistake is not a ground for rectification of a written instrument unless the mistake is mutual. "

If the policy does not represent the true contract made between the parties either of them may claim to have it rectified by the Court so as to accord with their real bargain. Since there is a presumption that the policy contains the real terms between the parties it would seem that the party asking for rectification must show that the terms contained

In the
High Court

No.9
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1975 -
continued

in the policy are not what was agreed between the parties and unless it is clearly proved that the policy is incorrect rectification will be refused and the parties remain bound by the policy as issued.

A proper guideline was also provided by Rowlatt J. in Pasquali & Co. v. Traders' & General Association (3) where in delivering the judgment of the case he said :

(3) 9 Ll.L.Rep. 515

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" Now, the jurisdiction of the Court as to rectifying an instrument is a jurisdiction that must be very carefully exercised within well-known rules, because if it were not so there would be an end of certainty in business matters.

I conceive that the principle of our Courts as to rectifying documents is this - if it is established clearly that the parties agreed one thing, and by mistake recorded another, then the Court will substitute in the record what they actually agreed for that which they mistakenly put down as having been agreed. It is founded on mistake, and the Court cannot rectify an instrument by putting in what it might be convinced they would have agreed had they known this or that; it can only put into the instrument what they have agreed and what by mistake is not there. That is the limitation of the jurisdiction, and it must be religiously observed. "

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The Plaintiff would seem to rely heavily on South-East Lancashire Insurance Company, Ltd. v. Croisdale (4) This was a claim by the plaintiff company against Mr. Hugh Croisdale, trading as Brunshaw Motors, Brunshaw Road, Burnley, to recover £125 as premium due on the insurance of four motor omnibuses effected in September, 1930. The insurance of the four omnibuses with the plaintiffs was admitted, but the defendant said that he effected the insurance on the understanding that in the event of his selling his business of omnibus proprietor, which was impending, the plaintiff company would allow a rebate on the policies. The omnibuses were sold on Oct, 31, 1930, and defendant alleged that he had paid the plaintiffs £88.10s. for premiums, which was more than the amount due to them. The plaintiffs

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denied the alleged arrangement as to rebate, and said that the £88.10s. was paid as premium in respect of the insurance of three other omnibuses at an earlier date. Macnaghten J., in giving judgment, said:

In the
High Court

No.9
Judgment

14th March
1975 -
continued

" "

10 But even if I am wrong in that conclusion and Mr. Stott is right in his recollection that nothing was said about rebate, it seems to me quite clear on the true construction of this proposal form that Mr. Croisdale was entitled to have the common form of insurance policy issued by the plaintiff company. They could not alter their common form of policy to the detriment of the defendant. It appears by their common form that they give free legal defence - a great advantage to the insured if the company are represented as they have been represented here today. But it would not be open to the company to strike out that clause and say, "You have bound yourself to take any policy subject to conditions prescribed by us, and we are not going to give you free legal defence." The proposer would say: "I proposed on the condition that I was going to get your ordinary policy. Here, you have struck out one of your ordinary terms. I am not bound to take the policy and I am not going to have it."

40 The question is, was he bound to accept the policies? I do not think he was. I think, as a matter of fact, that the negotiations which led to the proposal form would have entitled him to say: "I was entitled to a policy with a rebate clause." Even if nothing had been said about rebate when the proposal form was signed, I think under the terms of the proposal form he was entitled to a policy in the ordinary form issued by the company, and on the evidence before me and the policy itself it is clear that the rebate clause is part of the ordinary policy of the company. "

50 Also cited on behalf of the plaintiff was

In the
High Court

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1975 -
continued

that case of In re Bradley and Essex and
Suffolk Accident Indemnity Society (5)
where Farwell L.J. said:

" Contracts of insurance are contracts
in which uberrima fides is required,
not only from the assured, but also
from the company assuring. It is the
universal practice for the companies
to prepare both the form of proposal
and the form of policy; both are issued 10
by them on printed forms kept ready for
use; it is their duty to make the
policy accord with and not exceed the
proposal, and to express both in clear
and unambiguous terms..... It is
especially incumbent on insurance companies
to make clear, both in their proposal
forms and in their policies, the
conditions which are precedent to their 20
liability to pay, for such conditions
have the same effect as forfeiture
clauses, and may inflict loss and injury
to the assured and those claiming under
him out of all proportion to any damage
that could possibly accrue to the company
from non-observance or non-performance
of the conditions. Accordingly, it has
been established that the doctrine that
policies are to be construed "contra
proferentes" applies strongly against the 30
company: In re Etherington (6). It has
been further held that if the proposal be
in one form, and the office draws up the
policy in a different form, varying the
rights of the assured, Courts of Equity
would rectify the policy so as to make it
accord with the proposal: Collett v.
Morrison (7); Griffiths v. Fleming (8);
and in cases like the present, where the 40
proposal is "considered as incorporated"
in the policy, the Court will, on construc-
tion of the two documents read together,
give effect to the proposal as overriding
the policy where they differ. "

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- (5) (1912) 1 K.B. 415 at 430 (C.A.)
(6) (1909) 1 K.B. 591
(7) (1851) 9 Hare, 162
(8) (1909) 1 K.B. 805

- (1)
(2) Not shown on Record
(4)

The crucial question in this case to my mind will be this: What was the "usual policy" or the "ordinary policy" that the plaintiff expected from the defendants when he signed the proposal form (P3) on 7th October, 1970, and conversely, what was their "usual form of comprehensive policy" that the defendants meant in their cover note issued to the plaintiff (P2) on the same date? Was the deletion of clause 2(ii)(b) of Section II of the policy issued by the defendants to the plaintiff (P1) on 30th October, 1970, a deletion of an ordinary term of the defendants' comprehensive policy? Is the policy (P1) in accord with the proposal in P2 and P3?

In the
High Court

No.9
Judgment
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1975 -
continued

What would be the most reasonable conclusion of the Court when reading the three documents P1, P2 and P3 in determining the nature of the bargain between the plaintiff and the defendants. The contract between the plaintiff and the defendants, like any other contract, must be construed reasonably; it must be construed not only by the words used but also with regard to the surrounding circumstances. To answer the crucial question satisfactorily therefore we must fall back to the facts of this case. What are the facts. It is clear from the evidence, including that of the plaintiff himself, that the policy in question (P1) was not the first policy that he obtained from the defendants. It is also clear from the evidence that in respect of the policy which he had obtained for his previous car and the policy for the present car the same procedure was taken by him with D.W.I. The policy which he obtained in respect of the previous car also contained the deletion of the same clause. Therefore it would only be reasonable to conclude under the circumstances that the Plaintiff would have expected the same policy as he had obtained before, in the absence of any strong evidence that he actually and expressly asked for a policy without the deletion. There is no such evidence. Merely to ask for a "comprehensive" policy is not enough. The deletion of clause 2(ii)(b) of Section II of the policy does not contravene the requirements of Part IV of the Road Traffic Ordinance, 1958.

On the other hand, it is clear that the defendants during the material period issued a comprehensive policy in accord with sections 74

In the
High Court

No.9
Judgment

14th March
1975 -
continued

and 75 of the Road Traffic Ordinance, 1958 but in each of these policies issued clause 2(ii)(b) was deleted (D14, D15). It cannot be argued therefore that clause 2(ii)(b) was an ordinary term in the policy of the defendants during the material period. My own conclusion is that under the terms of the proposal (P2 and P3) the plaintiff was entitled to a policy in the ordinary form issued by the defendants and on the evidence itself the deletion of the clause is indeed a part of the ordinary policy of the defendants. The question of the plaintiff having been asked to pay the "standard premium" does not arise and does not have any bearing in the present case. With these facts it would be impossible to come to any other conclusion than that the policy in question was in fact issued by the defendants to the plaintiff to give accord to the real bargain between the parties and in fact represents the actual contract. 10 20

For the above reasons the plaintiff's claim must fail. The claim is therefore dismissed. Because both counsel agreed at the commencement of the hearing that this would be a test case as a prelude to suit or suits arising out of the accident on 4th April, 1971, I shall make no order as to costs.

Sgd. Datuk Hashim Yeop A. Sani
(DATUK HASHIM YEOP A. SANI)

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Delivered at Ipoh Judge
on 14th March, 1975 High Court Malaya.

Mr. Lim Kean Chye of Messrs. Lin Kean Chye & Co.
for the plaintiff.

Mr. Khoo Eng Chin of Messrs. Khoo & Sidhu for
the Defendants.

No. 10

ORDER

In the
High CourtNo.10
Order14th March
1975IN THE HIGH COURT IN MALAYA AT KUALA LUMPURCIVIL SUIT NO.211 OF 1972BetweenPang Lin @ Phang Yoke Lin PlaintiffAndChina Insurance Company Limited
Defendants10 BEFORE THE HONOURABLE MR. JUSTICE HASHIM YEOP A.
SANI THIS 14TH DAY OF MARCH, 1975IN OPEN COURTO R D E R

THIS ACTION coming on for hearing on the 30th day of September, 1974 and the 31st day of January, 1975 in the presence of Mr. Lim Kean Chye of Counsel for the Defendants AND UPON READING the Pleadings filed herein AND UPON HEARING the evidence and what was alleged by Counsel aforesaid IT WAS ORDERED that this action do stand for judgment AND THIS ACTION coming on for judgment this 14th day of March 1975 in the presence of Mr. Lim Kean Chye of Counsel for the Plaintiff and Mr. M.C.Lock on behalf of Mr. Khoo Eng Chin of Counsel for the Defendants IT IS ORDERED that this action do stand dismissed out of this Court AND IT IS LASTLY ORDERED that there be no order as to costs.

30 Given under my hand and the Seal of the Court this 14th day of March, 1975.

Sgd. illegible

Senior Assistant Registrar,
High Court, Kuala Lumpur.

In the
Federal Court

No.11
Notice of
Appeal
7th April
1975

No.11

NOTICE OF APPEAL

IN THE FEDERAL COURT OF MALAYSIA
(Appellate Jurisdiction)

FEDERAL COURT CIVIL APPEAL
No. 47 of 1975

Between

Pang Lin @ Phang Yoke Lin Appellant

And

China Insurance Company Limited Respondents

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(In the matter of Civil Suit No.211 of 1972
in the High Court in Malaya at Kuala Lumpur

Between

Pang Lin @ Phang Yoke Lin Plaintiff

And

China Insurance Company Limited
Defendants)

NOTICE OF APPEAL

TAKE NOTICE that Pang Lin @ Phang Yoke Lin 20
the Appellant/Plaintiff abovenamed of No.74, Jalan
Hj. Yusoff, Kampar Road, Ipoh being dissatisfied
with the decision of the Honourable Mr. Justice
Datuk Hashim Yeop A. Sani delivered at Ipoh on
the 14th day of March, 1975 appeals to the
FEDERAL COURT against the whole of the said
decision.

Dated this 7th day of April, 1975

Sgd. Jayadeva & Zahir
Solicitors for the
Appellant above named

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To:- (1) The Registrar
Federal Court of Malaysia
Kuala Lumpur

(2) The Senior Assistant Registrar
High Court, Kuala Lumpur

(3) China Insurance Company Limited
or their Solicitors M/s. Khoo &
Sidhu Advocates and Solicitors,
No.16, Jalan Silang, Kuala Lumpur.

In the
Federal Court

No.11
Notice of
Appeal

7th April
1975 -
continued

This Notice of Appeal was filed by M/s.
Jayadeva & Zahir, Solicitors for the Appellant
abovenamed. The address for service of the
Appellant abovenamed is at the office of
M/s. Jayadeva & Zahir, Advocates & Solicitors,
No. 12, Church Street, Penang.

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No. 12

MEMORANDUM OF APPEAL

No.12
Memorandum
of Appeal
16th May 1975

IN THE FEDERAL COURT OF MALAYSIA
(Appellate Jurisdiction)

FEDERAL COURT CIVIL APPEAL NO. 47 OF 1975

Between

Pang Lin @ Phang Yoke Lin

Appellant

And

China Insurance Company Limited Respondents

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(In the matter of Civil Suit No. 211 of 1972
in the High Court in Malaya at Kuala Lumpur)

Between

Pang Lin @ Phang Yoke Lin

Plaintiff

And

China Insurance Company Limited Defendants)

MEMORANDUM OF APPEAL

Pang Lin @ Phang Yoke Lin the abovenamed
appellant appeals to the Court of Appeal against
the whole of the decision of the Honourable
Datuk Hashim Yeop A. Sani given at Ipoh on
the 14th day of March, 1975 on the following
grounds :-

30

In the
Federal Court

No.12
Memorandum
of Appeal
16th May 1975
- continued

1. That the Learned Trial Judge erred in law and in fact in finding that "the deletion of the clause i.e. clause 2(ii) b is indeed a part of the ordinary policy of the defendants".

2. That the Learned Trial Judge erred in law in relying on the evidence that the appellant had obtained a policy for his previous car, which also contained the deletion of the same clause and in concluding therefore that "it would only be reasonable to conclude under the circumstances that the plaintiff would have expected the same policy as he had obtained before".

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3. That the Learned Trial Judge erred in law in holding that the onus was on the Appellant to satisfy the Court that he had "actually and expressly asked for a policy without the deletion" and "that merely to ask for "comprehensive" policy is not enough".

4. That the Learned Trial Judge seriously misdirected himself on the facts when he held that "looking at the facts of the instant case it would appeal (sic) that when the policy (P1) was issued to the Plaintiff it was issued by the Defendants when such deletion was allowed (or at least not expressly prohibited by the Association) provided that the deletion was "clearly legible" in the terms of the said 1968 circular (Exh.P4).

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5. That as regards the General Insurance Assurance Circular dated 29th August 1968 (Exh. P4) the Learned Trial Judge failed to draw a distinction between an endorsement on a policy and a deletion of a printed term of a policy.

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That Exh. P4 allows endorsements but not a deletion of a printed term of a policy.

6. That the Learned Trial Judge erred in law when he posed this question "What was the "usual policy" or the "ordinary policy" that the plaintiff expected from the defendants when he signed the proposal form (P3) on 7th October, 1970, and conversely, what was their "usual form of comprehensive policy" that the defendants meant in their cover note issued to the plaintiff (P2) on the same date?".

40

That the Learned Trial Judge should have held that at the date of the issue of the policy

i.e. on 30th October 1970 the usual form of the Defendant's policy is not what the Defendant's own idea of the usual form of the policy was but the printed policy in the standard form envisaged by the Motor Tariff Regulations.

In the
Federal Court

No.12
Memorandum
of Appeal

16th May 1975
- continued

The Learned Trial Judge should have held that what an ordinary man expected when he asked for a comprehensive policy was the company's usual printed form of policy without any deletion.

7. That the Learned Trial Judge failed to consider that part of Macnaghten J's judgment in South East Lancashire Insurance Co. Ltd., v. Croisdale when he said "It was suggested that though the defendant might have been entitled to reject the policies when they first came, he kept them too long, and that when he did repudiate them he did not repudiate clearly on this ground and must be held by them. I accept his statement that he did not read the policies and I do not think he was bound to read them. Of course, he took the risk of not reading them. But it seems to me if there was any obligation on one side or the other, there was an obligation on the part of the company to call attention to the fact that they were not allowing a rebate".

8. That the Learned Trial Judge was wrong when he held "that the question of the Plaintiff having been asked to pay the standard "premium" does not arise and does not have any bearing in the present case".

9. That the Learned Trial Judge erred in law and in fact in holding "that the policy in question was in fact issued by the Defendants to the Plaintiff to give accord to the real bargain between the parties and in fact represents the actual contract".

That the Learned Trial Judge should have held that the contract formed when the cover note (Exh. P2) was issued to the Plaintiff was for a policy in the company's usual printed form without any deletion.

Dated this 16th day of May, 1975

Sgd: M/s. Jayadeva & Zahir
Solicitors for the Appellant

In the
Federal Court

No.12
Memorandum
of Appeal
16th May 1975
- continued

- (1) The Chief Registrar,
Federal Court of Malaysia,
Kuala Lumpur.
- (2) The Senior Assistant Registrar,
High Court,
Kuala Lumpur.
- (3) The Respondents abovenamed or
their Solicitor,

Messrs. Khoo & Sidhu,
No. 16, Jalan Silang,
Kuala Lumpur.

10

The address for service of the Appellant
is at the Office of M/s. Jayadeva Zahir,
Advocates and Solicitors No. 21, Church Street,
Penang.

No.13
Notes of
Suffian, L.P.
24th June
1975

No. 13
NOTES OF SUFFIAN, L.P.

IN THE FEDERAL COURT OF MALAYSIA HOLDEN AT
KUALA LUMPUR
(Appellate Jurisdiction)

20

FEDERAL COURT CIVIL APPEAL NO.47 OF 1975

(Kuala Lumpur High Court Civil Suit No.211 of
1972)

Between

Pang Lin @ Phang Yoke Lin ... Appellant/
Plaintiff

And

China Insurance Co.Ltd. ... Respondents/
Defendants

Coram: Suffian, L.P.:
Wan Suleiman, F.J.
Chang J.

30

NOTES OF SUFFIAN, L.P.

Tuesday, 24th June, 1975

Lim Kean Chye for appellant
Khoo Eng Chin for respondents.

In the
Federal Court

Lim Kean Chye for appellant addresses

No.13
Notes of
Suffian, L.P.

Material policy, p.61

24th June
1975 -
continued

Usual form of comprehensive policy indemnifies insured when driving car not belonging to him.

10 Exclusion of cl. 2(ii) makes it an unusual Proposal Form is at p.53. Has a warning excluding liability for passenger liability - it is repeated in slip at p.62 in clause A. This was a notice given to insured. Use of slip to alter a policy is regulated by the General Insurance Association - see at p.54 circular dated 29.8.68.

Here we have standard forms. Not so in England.

20 Here we have an Insurance Commissioner who issues directives.

Deletion of cl. 2(ii) is unauthorised by Insurance Commissioner. Only way to alter is by p.54.

General Insurance Association circulars have quasi-legal effect because Insurance Commissioner is a government servant.

Page 52, cover note.

30 In U.K. each company may use any form. But here all companies use standard forms. Page 55 gives general regulation No.2 issued by General Insurance Association. It was amended by other regulations - pp.56, 54.

Ref. p.54, which says that from 29.8.68 alterations must be by endorsements it would appear that they cannot be done by deletions.

Judge seems to think that deletions are different from alterations.

40 Submit that deletions also alter - therefore they should be done by endorsements, by slip or by use of rubber stamps, not by deletions.

In the
Federal Court

No.13
Notes of
Suffian, L.P.
24th June
1975 -
continued

Insurer must act in good faith - submit
it cannot delete without giving notice to
insured.

Premia are fixed by General Insurance
Association. Defendant took usual full
premium - so has no right to restrict
liability.

In re Bradley (1912) 1 K.B. 415, 430.
Uberrimae fidei is required not only from
the assured but also from the company.

10

9 Halsbury's Laws, para.350 - courts lean
against standard forms of contract. Para.367
- defendant has not taken steps to bring to
plaintiff's notice its intention to exclude
cl.2(ii) - it only gave notice to exclude
passenger liability.

Croisdale (1931) Lloyd 22, 2 - vol.40.

Deletion by the defendant amounts to a
counter offer by it.

22 H.L., 3rd edition, p.205, para.388.

20

Plaintiff here not bound to read the
policy - as he asked for comprehensive policy
and C.N. refers to usual form of comprehensive
policy.

Plaintiff does not know English.

Page 17C.

Page 20 B to C - plaintiff asked DW 1 for
1st class i.e., comprehensive policy.

Judgment, p.44 A to p.45.

Onus is on defendant to prove exclusion
clause - by giving reasonable notice of
intention to delete - as shown by Halsbury's
laws.

30

Deletions from other policies are
irrelevant.

Page 45 C.

Page 57.

Pages 33 to 35.

Page 54.

Khoo Eng Chin for respondent addresses

In the
Federal Court

First I stress three points:

No.13
Notes of
Suffian, L.P.

1. Accident happened 5 months after issue of policy P.1.

24th June

2. This is not case where plaintiff says policy not in compliance with Road Traffic Ordinance.

1975 -

continued

10

3. This is case where plaintiff asks court to rectify P.1. Plaintiff does not say contract should be rescinded.

Court can rescind on ground of unilateral mistake but cannot rectify on that ground.

Intention of parties is relevant.

Plaintiff did not plead P.1 never received by him.

Only at trial (page 18) plaintiff alleged he did not receive a policy. But DW1 said in evidence (page 20D) he gave original of P.1 to Plaintiff.

20

Page 21

(1970) 3 AER 622, 635 C, Farrell
Submit P.1 was given to Plaintiff

Croisdale (supra)

Page 41 E

Rennison v. Knowles (1947) 1 AER 302
304 A.

Plaintiff should have got himself informed of contents of P.1.

P.1 at p.61 appeal record.

30

Page 56

Page 54

Page 62, Deletion under authorised driver-also typewritten words at bottom of the page.

Back of p.62 is notice asking plaintiff to read policy and report to defendant if policy not correct.

In the
Federal Court

No.13
Notes of
Suffian, L.P.

24th June
1975 -
continued

The law requires certain risks -
statutory - to be covered - vide Road
Traffic Ordinance, s.75.

Risk in clause deleted is not a
statutory risk.

Road Traffic Ordinance, s.79 allows
insurers to impose conditions which are
binding on insurers and insured (though not
binding on 3rd parties).

Plaintiff wants court to rectify P.I.
Onus on plaintiff to show that P.I did not
record what was agreed between plaintiff and
defendant. Look at surrounding circumstances.
All plaintiff has succeeded in doing is to
show that P.I not in accordance with his
intention. Unilateral mistake on plaintiff's
part not enough, there must be mutual
mistake.

10

Judge correctly found that P.I faithfully
represented agreement between plaintiff and
defendant.

20

In re Bradley (supra) - not a case of
rectification.

Croisdale (supra) - ditto.

Cases where mistake was not mutual :-

Pasquali (1921) 9 Lloyds 514, 515

A. Gagniere (1921) 8 Lloyds 365, 366

Stanton (1920) Lloyds 259, 261-2

P.I was in usual form of defendant's
comprehensive policy at the material time.

30

26 H.L. 914-5

Lim replies

Rectification is only an alternative
claim.

Griffith (1909) 1 KB 805, 517

22 H.L. 207, para. 390

General 17 TLR 233

Specific Relief Ordinance on
rectification 2 Words & Phrases, 2nd
Edition, defines "fraud" 6 ER 561,
Pattison v. Mills.

C.A.V.

In the
Federal Court

No.13
Notes of
Suffian, L.P.

24th June
1975 -
continued

No. 14

JUDGMENT OF CHANG MIN TAT, J.

No.14
Judgment of
Chang Min
Tat, J.

27th August
1975

IN THE FEDERAL COURT OF MALAYSIA AT KUALA LUMPUR
(APPELLATE JURISDICTION)

10

FEDERAL COURT CIVIL APPEAL NO.47 OF 1975

BETWEEN

Pang Lin @ Phang Yoke Lin ... Appellant

AND

China Insurance Company Limited .. Respondents

(In the matter of Civil Suit No.211 of 1972
in the High Court in Malaya at Kuala Lumpur

Between

Pang Lin @ Phang Yoke Lin ... Plaintiff

And

20 China Insurance Company Ltd. .. Defendants)

Coram: Suffian, L.P.
Wan Suleiman, F.J.
Chang, J.

JUDGMENT OF CHANG MIN TAT, J.

The appellant met with an accident while
driving a friend's car and found that the terms

In the
Federal Court

No.14
Judgment of
Chang Min
Tat, J.

27th August
1975 -
continued

of his own motor-insurance policy did not cover this particular risk by reason of the deletion of a clause of the policy. The clause was clause 2(b) of Section II.

Section II relates to liability to third parties and clause 2 reads :

"2. In terms of and subject to the limitations of and for the purpose of this Section the Company will indemnify

(a)..... 10

(b) the Insured whilst personally driving a private motor car (but not a motor cycle) not belonging to him and not hired to him under a hire purchase agreement."

It is common to both parties that the deletion of sub-clause (b) meant the insurers were not liable to pay the third party's claim for damages arising out of the appellant's driving of a car not belonging to him. 20

This however did not mean that the third party's claim was frustrated. It would be met by the car owner's insurers under the ordinary provision of authorised driver to include any other person driving on the policy holder's order or with his permission, which the appellant must inferentially be. It is therefore not a matter of speculation for whom the claim was brought.

This sub-clause was analogous to "the knock for knock" agreement relating to damages to cars. Any unilateral deletion of the sub-clause by one insurer would affect the position of other insurers. Such other insurers would therefore have a cause of complaint. This was recognised by the Malaysian Insurance Association (hereinafter referred to as the M.I.A.), which is an association of insurers under the guidance or supervision of a Director-General of Insurance, a Government appointee. 30
Its circular No.113 of 1972 issued on 40
September 7, 1972, stated :

"2. It has been brought to the Committee's notice that certain companies are deleting this paragraph which has the effect of their avoiding liability if their insured meets an accident when

driving a motor car not belonging to him.

3. The third party liability in respect of such an accident is then transferred to the company insuring the private Car in question."

Be that as it may, this Court, like any other Court, is bound to give effect to the appellant's claim if it was founded on fact or in law.

The appellant claimed that he had asked for a "first-class policy" of motor-insurance and was given a cover-note which gave him cover "in the terms of the Company's usual form of Comprehensive Policy applicable thereto." In the proposal form which he had signed, all the warning he had of any extraordinary deletion was one, under a rubber-stamp impression, excluding passenger liability in private car insurance. There was no notice of any refusal to provide for cover to him while driving another car. In the policy, however, the sub-clause relating to such cover was deleted. It was his contention that he had asked, if not expressly, at least impliedly, when he asked for a first-class policy, for this cover, as being in the usual form of the insurer's policy. He therefore asked for a declaration that the deletion was null and void and of no effect, a rectification of the policy and a further declaration that the defendants were liable to pay the damages, including costs, arising from the accident.

The defence denied that this particular cover was asked for and averred that the usual form of the policy did not cover this risk.

The evidence led for the plaintiff was brief. He had no English and he had left the matter of motor insurance to the Company which sold him the car. All he did was to sign the proposal form. In re-examination, he even said he did not know if he had to have insurance before he drove a car.

His evidence, it is to be noted, did not disclose what was the exact policy he had asked for, or that he relied on the usual

In the
Federal Court

No.14
Judgment of
Chang Min
Tat, J.

27th August
1975 -
continued

In the
Federal Court

No.14
Judgment of
Chang Min
Tat, J.

27th August
1975 -
continued

form of policy.

His evidence was challenged, naturally, by the defence. In cross-examination, he averred that he was not given the policy of insurance. By inference, he would want the Court to believe that he would not know about the deletion. He maintained that the policy to be issued to him was, in his own words in Chinese, a first-class policy and that it was explained to him that this meant he would also be covered whilst driving another person's vehicle.

10

The car seller who completed the proposal form for the appellant and who must be regarded as the appellant's agent however testified that the first-class policy, in the plaintiff's own words did not mean the cover which he now said he asked for. To him it meant a comprehensive policy. The appellant had bought a new car. The make was a fairly exclusive one and the price he had paid was substantial. What he required therefore in addition to the statutory requirements of insurance against third party claims was cover for damage to the vehicle. His personal interest was for his own car. Third party claims were by the compulsory insurance under the Road Traffic Ordinance a matter of concern for the insurers and did not necessarily include cover for him whilst driving another person's car.

20

30

The car-vendor also testified that he did give the original policy to the appellant and proved that the appellant had previously taken out a comprehensive policy of motor insurance similarly with the sub-clause deleted.

Another defence witness adduced evidence of this deletion in the insurers' policies since 1968.

In the circumstances of this case, it must be a matter of grave doubt that this untutored motorist did have any requirement for the cover which was deleted.

40

On this evidence, the learned trial Judge not surprisingly found as facts that what the appellant had asked for was a comprehensive policy of insurance, that he did not ask for or specify the inclusion of the sub-clause, that the policy with the sub-clause deleted was

the "usual" policy issued by the respondents, and that this usual policy represented the actual bargain between the parties. He also considered that the payment of the full premium had no relevance in the determination of the issue.

In the
Federal Court

No.14
Judgment of
Chang Min
Tat, J.

27th August
1975 -
continued

10 In view of the facts found by the learned trial Judge which could not, on the evidence, be faulted, learned counsel for the appellant based his arguments on appeal almost entirely on the meaning of the usual form of the insurers' policy. He strongly urged that this meant the policy as undeleted. It is however only fair to note that his submission in the lower Court included such a contention.

20 The first point that he took was that the insurers were not allowed prior to September 14, 1973 to make the deletion. This was postulated on the existence in this country of the M.I.A., the use by general agreement between the insurers of a common form of policy, and the view of the M.I.A. that such a deletion was a breach of the Tariff, a word used to designate the general agreement between the insurers as reached in the M.I.A.

30 The learned Judge took the view that the regulations of the M.I.A. formed "a code of conduct" for the members, but a breach of any of the provisions of the code or tariff would entail no legal consequences.

40 With respect, I agree. It is in my view clear that whether a member had committed a breach was strictly a matter between the general body and the member concerned and could have no bearing on the question whether the act leading to the breach was lawful or within the powers of the member to do.

50 As to this there can be no doubt that the cover given in sub-clause 2(b) of Section II in the standard form of the policy which was mandatory for members to use was not a statutory requirement for compulsory third party insurance under the Road Traffic Ordinance 1958, so long as under the policy the cover is extended to an authorised driver other than the insured of the car covered by that policy. Section 74(1) of the Road Traffic Ordinance 1958 reads :

In the
Federal Court

No.14
Judgment of
Chang Min
Tat, J.

27th August
1975 -
continued

"74. (1) Subject to the provisions of this Part of this Ordinance it shall not be lawful for any person to use, or to cause or permit any other person to use, a motor vehicle unless there is in force in relation to the user of the motor vehicle by that person or that other person, as the case may be, such a policy of insurance or such a security in respect of third party risks as complies with the requirements of this Part of this Ordinance."

10

As noted earlier on there was this extension of the cover to an authorised driver. The breach of the Tariff was therefor vis-a-vis the legislation not unlawful or outside the competency of the insurers, however it might expose the insurers to possible disciplinary action by the M.I.A. or to a lowering of the esteem they were hitherto held by their confreres.

20

The basic difficulty encountered by the appellant was that in a contract with his insurers it was the insurers' usual form of policy that he asked for and was given not the common policy of the M.I.A. and that he could not dispute that the insurers' usual policy as used at the relevant time was with the sub-clause deleted.

It was also suggested that the deletion was not properly done, as not being effected by a printed slip, attached to the policy. This requirement was urged as being absolutely vital, by reason of Motor Circular No. 118 of 1968. This particular circular reads, in its relevant parts thus:

30

"It is mandatory for members to use the policy forms as given in the Tariff. Any alterations to the standard forms should be made by endorsement."

40

Note: An endorsement is a special condition appended or affixed to a policy to provide for some alteration in the text of the policy. It is either written or typed on the back of the policy or a printed slip is attached thereto.

The Insurance Commissioner has however agreed that endorsements placed on a policy form by means of a rubber stamp are

50

acceptable, providing such are clearly legible. The alteration must be apparent and prominently displayed."

In the
Federal Court

No.14
Judgment of
Chang Min
Tat, J.

27th August
1975 -
continued

10 It was contended by learned counsel for the appellant that on a proper and reasonable interpretation of this circular, the deletion of the sub-Clause by means of lines drawn across the relevant words was not in accordance therewith and therefore failed to take effect. With respect, I cannot agree. Such deletion must come within the "written" provision in the circular, but in any event, further to and apart from the deletions, there were typed on the policy the words "sub-section 2(b) of Section II of this policy is deemed to be cancelled." It is in my view clear that this typed alteration must have the effect meant by the insurers.

20 On the facts of the case as found by the learned Judge, this was not a case where the insured got a policy he did not bargain for. Croisdale's case (1931) Lloyds L.R. 22 which was cited was a case of this nature and, with respect, did not in my view apply. It followed from the conclusion of the learned Judge that the appellant obtained substantially the policy he asked for a fact which could not be controverted on the evidence and which this Court must therefore accept, this declaration sought by the appellant could not be made. Nor could his alternative prayer for rectification be entertained. There was no question of fraud or of mutual mistake within the provisions of section 30 of the Specific Relief Act, 1950.

30 I would therefore dismiss the appeal with costs.

40 Sg: CHANG MIN TAT
Judge,
High Court, Malaya

Kuala Lumpur
27th August, 1975

Suffian, L.P. and Wan Suleiman F.J.
Concurred.

In the
Federal Court

No.14
Judgment of
Chang Min
Tat, J.

27th August
1975 -
continued

Counsel:

Mr. Lim Kean Chye on behalf of Messrs.
Jayadeva & Zahir for Appellant

Mr. Khoo Eng Chin of Messrs. Khoo &
Sidhu for Respondent

No.15
Order
27th August
1975

No. 15

ORDER

IN THE FEDERAL COURT OF MALAYSIA HOLDEN
AT KUALA LUMPUR

(APPELLATE JURISDICTION)

10

FEDERAL COURT CIVIL APPEAL NO. 47 OF 1975

Between

Pang Lin @ Phang Yoke Lin Appellant

And

China Insurance Company Limited
Respondents

(In the matter of Civil Suit
No.211 of 1972 in the High Court
in Malaya at Kuala Lumpur

Between

Pang Lin @ Phang Yoke Lin Plaintiffs

And

China Insurance Company Limited
Defendants)

20

CORAM: SUFFIAN, LORD PRESIDENT, FEDERAL COURT
MALAYSIA; WAN SULEIMAN, JUDGE,
FEDERAL COURT, MALAYSIA; CHANG MIN
TAT, JUDGE, HIGH COURT, MALAYA

IN OPEN COURT

THIS 27TH DAY OF AUGUST, 1975

30

O R D E RIn the
Federal CourtNo.15
Order27th August
1975 -
continued

10 THIS APPEAL coming on for hearing on
the 24th day of June, 1975 in the presence
of Mr. Lim Kean Chye of Counsel for the
Appellant and Mr. Khoo Eng Chin of Counsel
for the Respondents AND UPON READING the
Record of Appeal herein AND UPON HEARING
Counsel aforesaid IT WAS ORDERED that this
appeal do stand for judgment AND the same
coming on for judgment this day in the
presence of Mr. Wong Soon Foh of Counsel
for the Appellant and Mr. G.T.S. Sidhu of
Counsel for the Respondents IT IS ORDERED
that the appeal be and is hereby dismissed
with costs AND IT IS FURTHER ORDERED that
the sum of \$500/- (Ringgit Five hundred
only) deposited by the Appellant in Court
as security for costs of this appeal be
20 paid out to the Respondents to account of
their taxed costs.

Given under my hand and the seal of
the Court this 27th day of August, 1975.

Sgd: illegible

CHIEF REGISTRAR,
FEDERAL COURT,
MALAYSIA

30 This Order is taken out by Messrs. Khoo
& Sidhu, Solicitors for the Respondents
abovenamed whose address for service is at
Wing On Life Building (6th floor), 16 Jalan
Silang, Kuala Lumpur.

In the
Federal Court

No. 16

No.16
Order granting
Conditional Leave
to Appeal to His
Majesty the Yang
di-Pertuan Agong
10th November
1975

ORDER GRANTING CONDITIONAL
LEAVE TO APPEAL TO HIS MAJESTY
THE YANG DI-PERTUAN AGONG

IN THE FEDERAL COURT OF MALAYSIA HOLDEN AT
KUALA LUMPUR
(APPELLATE JURISDICTION)

FEDERAL COURT CIVIL APPEAL NO.47 OF 1975

Between

Pang Lin @ Phang Yoke Lin Appellant

10

And

China Insurance Company Limited
Respondents

(In the matter of Civil Suit No.211 of 1972
in the High Court in Malaya at Kuala Lumpur

Between

Pang Lin @ Phang Yoke Lin Plaintiff

And

China Insurance Company Limited
Defendants)

20

CORAM: SUFFIAN, LORD PRESIDENT, FEDERAL COURT,
MALAYSIA; LEE HUN HOE, CHIEF JUSTICE,
HIGH COURT IN BORNEO; ONG HOCK SIM,
JUDGE, FEDERAL COURT, MALAYSIA.

IN OPEN COURT

THIS 10TH DAY OF NOVEMBER 1975

O R D E R

UPON MOTION made unto Court this day
by Mr. Wong Soon Foh on behalf of Messrs.
Jayadeva & Zahir of Counsel for the Appellant
in the presence of Mr. Khoo Eng Chin of
Counsel for the Respondents AND UPON READING
the Notice of Motion dated the 22nd day of
October, 1975 and the Affidavit of Mr. A.
Jayadeva affirmed on the 30th day of September,
1975 and filed herein AND UPON HEARING

30

Counsel as aforesaid IT IS ORDERED that leave be and is hereby granted to the Appellant abovenamed to appeal to His Majesty the Yang di-Pertuan Agong from the decision of this Honourable Court given on the 27th day of August, 1975 upon the following Conditions :-

In the
Federal Court

No.16
Order granting
conditional
Leave to Appeal
to His Majesty
the Yang di-
Pertuan Agong
10th November
1975 -
continued

- 10 (a) that the Appellant do within three months from the date hereof enter into good and sufficient security to the satisfaction of the Chief Registrar, Federal Court, Malaysia, in the sum of \$5,000/- (Ringgit Five thousand only) for the due prosecution of the appeal and the payment of such costs as may become payable to the Respondents in the event of the Appellant not obtaining an order granting final leave to appeal or of the appeal being dismissed for non prosecution or of His Majesty the Yang di-Pertuan Agong ordering the Appellant to pay the Respondents costs of the appeal as the case may be;
- 20
- 30 (b) that the Appellant do within the said period of three months from the date hereof take the necessary steps for the purposes of procuring the preparation of the record and of the despatch thereof to England.

AND IT IS LASTLY ORDERED that the costs of and incidental to this application be costs in the cause.

GIVEN under my hand and the seal of the Court this 10th day of November, 1975.

CHIEF REGISTRAR,
FEDERAL COURT, MALAYSIA

No. 17

Order granting
Final leave to
Appeal to H.M.
the Yang di-
Pertuan Agong

continue
S/Wate to
end of
document

No. 17

Order granting Final leave to Appeal
to H.M. the Yang di-Pertuan Agong

IN THE FEDERAL COURT OF MALAYSIA HOLDEN AT
KUALA LUMPUR

(APPELLATE JURISDICTION)

FEDERAL COURT CIVIL APPEAL NO: 47 of 1975

10

B E T W E E N:

PANG LIN @ PHANG YOKE LIN

Appellant

- and -

CHINA INSURANCE COMPANY LIMITED

Respondents

(In the matter of Civil Suit No. 211
of 1972 in the High Court of Malaya
at Kula Lumpur

B E T W E E N:

20

PANG LIN @ PHANG YOKE LIN

Plaintiff

- and -

CHINA INSURANCE COMPANY LIMITED

Defendants

CORAM: GILL, AG. LORD PRESIDENT, FEDERAL COURT, MALAYSIA:
ALI, AG. CHIEF JUSTICE, HIGH COURT IN MALAYA:
WAN SULEIMAN, JUDGE FEDERAL COURT, MALAYSIA.

No. 17
 Order granting
 Leave to Appeal
 to H.M. the
 Yang di-Petuan
 Agong

IN OPEN COURT.

THIS 5TH DAY OF APRIL, 1976.

O R D E R

UPON MOTION preferred unto Court this day by Encik Wong Soon Foh of Counsel for the Appellant in the presence of Encik C.T.S. Sidhu of Counsel for the Respondents AND

UPON READING the Notice in Motion dated the 9th day of March 1975 and the Affidavit of Arumugam Jayadeva affirmed on the 5th day of February 1976 and filed in support of the said Motion

AND UPON HEARING Counsel for the Appellant as aforesaid

IT IS ORDERED that final leave be and is hereby granted Pertuan Agong against the Judgment or Order of this Court given at Kuala Lumpur on the 27th day of August 1975 AND

IT IS ORDERED that the costs of and incidental to this Application be costs in the Cause.

GIVEN under my hand and the Seal of the Court this 5th day of April, 1976

L.S. Hajj Abdullah Chazall

CHIEF REGISTRAR,
 FEDERAL COURT,
 MALAYSIA

Exhibit P-6
Notice under
Tariff No.
2/64

10th January
1964

EXHIBIT P-6
NOTICE UNDER TARIFF No.2/64

Overseas Assurance Corpn.
Ltd. Kuala Lumpur
RECEIVED
14 JAN 1964

THE INSURANCE ASSOCIATION OF THE
FEDERATION OF MALAYA

PRIVATE & CONFIDENTIAL MOTOR TARIFF No.2 of 1964

Kuala Lumpur,
10th January, 1964

10

Motor Policy Forms - Restriction of Cover

Members are advised that the Committee has
decided in respect of the above forms that :-

- (a) all members be required to print
and use the standard policy wording
as laid down in the Tariff
- (b) any restriction in cover must be
effected either by endorsement or
deletion or both

20

By Order of the Committee,
COOPER BROTHERS & CO.
Secretaries

Exhibit P-4
M.I.A.
Circular
29th August
1968

EXHIBIT P-4
M.I.A. CIRCULAR

GENERAL INSURANCE ASSOCIATION

PRIVATE & CONFIDENTIAL MOTOR CIRCULAR
KL/RC/NO.118 OF 1968

Kuala Lumpur
29th August 1968

30

POLICY FORMS

Members are reminded that in view of the
provisions of General Regulation No.2 Motor

Tariff Notice No.2 and Joint Circular No.3 issued on 10th January, 1964 and 5th April, 1966 respectively, by the then Insurance Association of the Federation of Malaya it is mandatory for members to use the policy forms as given in the Tariff. Any alterations to the standard forms should be made by endorsement.

Exhibit P-4
M.I.A.
Circular
29th August
1968
(continued)

10 NOTE: "An endorsement is a special condition, appended or affixed to a policy to provide for some alteration in the text of the policy. It is either written or typed on the back of the policy or a printed slip is attached thereto."

20 The Insurance Commissioner has, however, agreed that endorsements placed on a policy form by means of a rubber stamp are acceptable, providing such are clearly legible. The alteration must be apparent and prominently displayed.

THIS CIRCULAR REFERS TO MALAYSIA ONLY

By Order of the Regional
Council
COOPER BROTHERS & CO.
Secretaries.

EXHIBIT D-9
PROPOSAL FORM

Exhibit D-9
Proposal Form
1st June 1970

30 Agency
KOW TOONG SDN. BHD
ALOR STAR

Cover Note No.635722

CHINA INSURANCE COMPANY LIMITED
(Incorporated in The People's Republic
of China)
Kuala Lumpur Sub-Branch

1st Floor, 174 Jalan Tuanku Abdul Rahman,
Kuala Lumpur - Phone: 25551 (8 lines) -
P.O. Box 334

MOTOR INSURANCE PROPOSAL FORM POLICY No.

40 "Statement Pursuant to
Section 16(4) of the
Insurance Act 1963"

Exhibit D-9
Proposal Form
1st June 1970
(continued)

You are to disclose in this proposal form, fully and faithfully, all the facts which you know or ought to know; otherwise the policy issued hereunder may be void.

NAME OF PROPOSER: MR. PANG LIN @ PHANG YOKE LIN

Address: 195 Salarong Penjang, Spg. Ampat,
Alor Star

Occupation: Contractor

Insurance required from 1/6/70 to 31/5/71
for 12 months

10

PARTICULARS OF VEHICLES IN RESPECT OF WHICH
INSURANCE IS APPLIED FOR

Make and Type of Body: VOLVO 144 S

Horse Power Tonnage: 1986 c.c.

Number of seats including driver: 4/5

Year of Manufacture: 1970

Date when purchased: 1/6/70

Whether new or secondhand
when purchased: New

Price Paid by Proposer: 11,850

20

Proposer's estimate of present
value including accessories: \$10,000/-

Engine No. Chassis No.: 6386 137479

Registered Number: PH.800

1. Is a Comprehensive, Third Party or "Act only" cover required? Comprehensive Excess per claim/: \$ illegible
2. State clearly for which purposes the above vehicle will be used. Private Use 30
3. (a) Do you employ a regular Driver? If so, how long has he held a licence? No
- (b) State class of licence ~~Provisional~~/Competent Licence No.
- (c) How long have you held a licence to drive cars? Several years
4. Has any Company or Under-writer in respect of the insurance on any motor vehicle

40

- (a) Declined to insure your? No. Exhibit D-9
 (b) Refused to renew insurance? No. Proposal Form
 (c) Cancelled your policy? No. 1st June 1970
 continued
5. (a) Have you or any person who to
 your knowledge will drive, been
 convicted during the past 5
 years for any offence in
 connection with the driving
 of any Motor Vehicle? No.
- 10 (b) Do you or any person who to
 your knowledge will drive,
 suffer from defective vision or
 hearing or from any physical
 infirmity? If so please give
 particulars No.
- Apart from members of your
 family will any other person
 be driving the above vehicle? Yes.
- 20 6. (a) Have you ever made a claim
 under any Motor Vehicle Policy?
 If so please give particulars No.
- (b) Are you now or have ever been
 insured in respect of any
 Motor Vehicle? Yes.
- (c) Name of Insurance Company New Zealand Insurance
 Co.
7. Are you entitled to a "No Claim
 Discount" from your previous
 insurers? If so, attach renewal
 notice or give details Policy No. Vehicle No. (illegible)
 Period from to
- 30 8. Please state whether the Lorry
 is used for carrying Timber Logs? YES/NO
9. (a) Are you the owner of the car? Yes
- (b) If it is Under H.P.
 Give name of Finance Co. Illegible

I/We declare the above statements and
 particulars to be true and correct, and agree
 that they shall be the basis of the contract
 between the Company and myself (ourselves).

Date 1/6/70

40 NO LIABILITY IS UNDERTAKEN UNTIL A COVER NOTE
 IS ISSUED OR PREMIUM RECEIVED

Signature of Proposer:

(illegible)

Exhibit P-1
Policy No.
392180
10th July
1970

EXHIBIT P-1
POLICY NO. 392180

PRIVATE CAR POLICY
(COMPREHENSIVE)

CHINA INSURANCE BUILDING
174 Jalan Tuanku Abdul Rahman, (1st floor)
KUALA LUMPUR
P.O. BOX 334 TEL. 25551 (8 Lines)

CHINA INSURANCE COMPANY LIMITED
(Incorporated in the People's Republic of China) 10

MOTOR CAR POLICY
(COMPREHENSIVE)

WHEREAS the Insured by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration of such insurance

NOW THIS POLICY WITNESSETH :-

20

That in respect of events occurring during the Period of Insurance and subject to the terms exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy)

SECTION I - LOSS OR DAMAGE

1. The Company will indemnify the Insured against loss of or damage to the Motor Vehicle and its accessories and spare parts whilst thereon

30

- (a) by accidental collision or overturning or collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear
- (b) by fire external explosion self-ignition or lightning or burglary housebreaking or theft
- (c) by malicious act

(d) whilst in transit (including the process of loading and unloading incidental to such transit) by

(i) road rail inland waterway lift or elevator

(ii) direct sea route across the straits between the island of Penang and the mainland

Exhibit P-1
Policy No.
396684

10th July
1970 -
continued

10 2. At its own option the Company may pay in cash the amount of the loss or damage or may repair reinstate or replace the Motor Vehicle or any part thereof or its accessories or spare parts. The liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts. The Insured's estimate of value stated in the Schedule shall be the maximum amount payable by the Company in respect of any claim for loss or damage.

20 3. If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy the Company will subject to the limits of Liability bear the reasonable cost of protection and removal to the nearest repairers and of delivery within the country where the loss or damage was sustained

30 4. The Insured may authorise the repair of the Motor Vehicle necessitated by damage for which the Company may be liable under this Policy provided that :-

(a) the estimated cost of such repair does not exceed the Authorised Repair Limited

(b) a detailed estimate of the cost is forwarded to the Company without delay

EXCEPTIONS TO SECTION I

The Company shall not be liable to pay for

40 (i) consequential loss depreciation wear and tear mechanical or electrical breakdowns failures or breakages

(ii) damage to tyres unless the Motor Vehicle is damaged at the same time

Exhibit P-1
Policy No.
396684

10th July
1970 -
continued

SECTION II - LIABILITY TO THIRD PARTIES

1. The Company will subject to the Limits of Liability indemnify the Insured in the event of accident caused by or arising out of the use of the Motor Vehicle against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of

- (a) death of or bodily injury to any person except where such death or injury arises out of and in the course of the employment of such person by the Insured and excluding liability to any person being a member of the Insured's household who is a passenger in the Motor Vehicle unless such person is being carried by reason of or in pursuance of a contract of employment 10

- (b) damage to property other than property belonging to the Insured or held in trust by or in the custody or control of the Insured or any member of the Insured's household 20

2. In terms of and subject to the limitations of and for the purposes of this Section the Company will indemnify

- (a) any Authorised Driver who is driving the motor vehicle provided that such Authorised Driver 30

- (i) shall as though he were the Insured observe fulfil and be subject to the Terms of this Policy insofar as they can apply

- (ii) is not entitled to indemnity under any other policy

- (b) ~~The Insured whilst personally driving a private motor car (but not a motor cycle) not belonging to him and not hired to him under a Hire purchase agreement~~

3. In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his personal representatives in terms of and subject to the limitations of such Section provided that such representatives shall as though they were the Insured observe

fulfil and be subject to the Terms of this Policy insofar as they can apply

Exhibit P-1

Policy No.
396684

10th July
1970 -
continued

4. The Company will pay all costs and expenses incurred with its written consent.

5. The Company may at its own option

(a) arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this Section

(b) undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section

6. The Company will subject to the Limits of Liability at the request of the Insured or may at its own causing arrange and pay for legal services for defence in the event of any charge of manslaughter being brought against the Insured or any other person who is driving on the Insured's order or with his permission in respect of any death which may be the subject of indemnity under this Section

SECTION III - MEDICAL EXPENSES

The Company will subject to the Limits of Liability in respect of each person injured pay to the Insured the reasonable medical expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained by the Insured or his driver or any occupant of the Motor Vehicle as the direct and immediate result of an accident to the Motor Vehicle

SECTION IV - ACCIDENTS TO INSURED

The Company undertakes to pay compensation to the Insured or his personal representative on the scale provided below for bodily injury as hereinafter defined sustained by the Insured in direct connection with the Motor Vehicle described in the schedule herein and caused by violent accidental external and visible means which independently of and other cause (excepting medical or surgical treatment consequent upon such injury) shall

Exhibit P-1
Policy No.
392180

10th July
1970 -
continued

within three calendar months of the occurrence
of such injury result in :-

	Scale of Compensation	
(1) Death	\$10,000	In the event of the Insured being the holder of any policy or Policies with the Company in respect of any other motor car or motor cars compensation shall be recov- erable under one Policy only
(2) Total and irrecover- able loss of all sight in both eyes	\$10,000	
(3) Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	\$10,000	
(4) Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye	\$10,000	
(5) Total and irrecoverable loss of all sight in one eye	\$ 5,000	
(6) Total loss by physical severance at or above the wrist or ankle of one hand or one foot	\$ 5,000	
Payment shall be made under one only of sub-section (1) to (6) in respect of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of \$10,000 during any one period of insurance		30

PROVIDED ALWAYS that

(a) the Insured is not less than 16 or more
than 65 years of age at the time of such injury

(b) no compensation shall be payable in
respect of death or injury directly or indirectly
wholly or in part arising or resulting from or
traceable to (1) intentional self-injury suicide
or attempted suicide (whether felonious or not)
physical defect or infirmity or (2) an accident
happening whilst the Insured is under the influence
of intoxicating liquor or drugs

40

NO CLAIM DISCOUNT

In the event of no claim being made or arising
under this Policy during a period of insurance

specified below immediately preceding the renewal of this Policy the renewal premium for such part of the insurance as is renewed shall be reduced as follows :

Exhibit P-1
Policy No.
392180
10th July
1970 -
continued

PERIOD OF INSURANCE	DISCOUNT
The preceding year	20%
The preceding two consecutive years	25%
The preceding three consecutive years	33 $\frac{1}{4}$ %
10 The preceding four or more consecutive years	40%

If the Company shall consent to a transfer of interest in this Policy the period during which the interest was in the Transferer shall not accrue to the benefit of the Transferee

20 If more than one motor vehicle is described in the Schedule the No Claim Discount shall be applied as if a separate Policy had been issued in respect of each such motor vehicle

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Policy or any endorsement hereon shall affect the right of any person entitled to indemnity under this Policy or of any other person to recover an amount under or by virtue of the Legislation

30 BUT the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the legislation

GENERAL EXCEPTIONS

The Company shall not be liable in respect of

1. any accident injury loss or damage or liability caused sustained or incurred

(a) outside the Geographical Area

(b) whilst any motor vehicle in respect of or in connection with which insurance is granted under this Policy is being

(i) used otherwise than in accordance

Exhibit P-1

Policy No.
39213010th July
1970 -
continued

with the Limitation as to Use

- (ii) driven by any person other than a Driver described in the Schedule
 - (iii) driven by the Insured (or by any person with the general knowledge and consent of the Insured) whilst under the influence of intoxicating liquor or drugs
 - (iv) driven by any person who to the Insured's knowledge has been refused any motor vehicle insurance or continuance thereof 10
- 2. any accident loss damage or liability (except so far as is necessary to meet the requirement of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with flood typhoon hurricane volcanic eruption earthquake or other convulsion of nature invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war strike riot civil commotion mutiny rebellion revolution insurrection military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim 20 30
- 3. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- 4. 1.(a) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss 40
 - (b) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the

combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.

2. any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material

Exhibit P-1
Policy No.
392180
10th July
1970 -
continued

10 If a law or laws are named in a section of the Policy entitled "Avoidance of certain terms and right of recovery" or in the Policy Schedule under the heading of "Legislation" all references to specific Sections of such laws are deemed to be deleted so that the references to such law or laws are left to apply to each law in its entirety.

ENDORSEMENT 1 - EXCESS ALL CLAIMS

ENDORSEMENT 1 to be attached to and read as part of Policy No. MC 392180 in the Name of Mdm. Chong Keu Lan

20 It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section 1 of this Policy the Insured in respect of each and every event shall be responsible for the first \$400.00 (or any less expenditure which may be incurred) of any expenditure for which provision is made thereunder (including any payments in respect of costs and expenses) and of any expenditure by the Company in the exercise of its
30 discretion under condition 5 of this Policy.

If the expenditure incurred by the Company shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Company forthwith.

40 For the purposes of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with any one motor vehicle in respect of or in connection with which indemnity is granted under this Policy.

Provided that in the event of any claim under the policy which falls within the terms

Exhibit P-1
Policy No.
392180

10th July
1970 -
continued

of Endorsement No.2(f) of this Policy,
the amount of the Excess mentioned therein
shall be held to apply.

Entered in the Office Books this 15th
day of October 1970

CHINA INSURANCE COMPANY LIMITED
(Incorporated in the People's
Republic of China)

ENDORSEMENT

Motor
Endorsement No. 70/8340 10
Policy No. MC.392180
Regd. No. PH.800

Kow Toong Sdn.Bhd. Insured: Mr. Pang Lin @
Phang Yoke Lin of
No.195 Salarong
Panjang Spg.Ampat
Alor Star

No. 667713 Yr.Model 1970
H/Power 1986cc.

Sum Insured: \$10,000 Date from 1.6.70 to 20
31.5.71

It is hereby declared and agreed that
Hire Purchase Endorsement No.15 is incorporated
in the policy vesting the interests thereof in
M/s. Soon Teck Credit Corpn. (M) Ltd. as Owners
and Mdm. Chong Keu Lan of No.69-A, Taman Lam
Sun, Telok Wanjah, Alor Star as Hirers of the
Motor car described in the Schedules of the
Policy as from the 9th October, 1970.

Persons described in item iii(a) & (b) in 30
Endorsement No.2(f) attached to the above policy
are now substituted as hereunder and not as
stated therein

- (a) Mdm. Chong Keu Lan and
- (b) Mr. Chang Joong @ Kok Koon Siang

It is hereby subject to Endt.No.1 "Excess Per
Claim" for the 1st \$400/- under Section 1 of this
Policy is hereby attached. Further it is hereby
declared and agreed that the Registration
number of the vehicle described in the Schedule 40

of the above Policy is changed to read
as KC.749 and not as stated therein.

Subject otherwise to the terms,
provisions and conditions of the Policy.

Entered in Office Books this 15th
day of October, 1970 at Kuala Lumpur

T. CHINA INSURANCE COMPANY LTD.
Kuala Lumpur Sub-Branch

(Sgd):

Asst. Manager

Exhibit P-1
Policy No.
392180
10th July
1970 -
continued

10 Passenger Liability is
Excluded from the
Cover of this Policy.

Examined:

CLAUSE "A"

20 Notwithstanding anything contained herein
to the contrary, it is understood and agreed
that the Company shall not be liable in respect
of death of or bodily injury to any person
(other than passengers being carried by
reason of or in pursuance of a contract of
employment) being carried in or upon, or
entering in, or getting on to or alighting
from any vehicle in respect of which indemnity
is granted under this Policy at the time of
the occurrence of the event out of which any
claim arises.

Subject otherwise to the terms,
provisions and conditions of this Policy.

ENDORSEMENT 1 - EXCESS ALL CLAIMS

30 Endorsement 1 to be attached to and read
as part of Policy No. MC.392180 in the Name
of Mr. Pang Lin @ Phang Yoke Lin

It is hereby understood and agreed that
notwithstanding anything to the contrary contained

Exhibit P-1
 Policy No.
 392180
 10th July
 1970 -
 continued

in Section I of this Policy the Insured in respect of each and every event shall be responsible for the first \$200/- (or any less expenditure which may be incurred) of any expenditure for which provision is made thereunder (including any payments in respect of costs and expenses) and of any expenditure by the Company in the exercise of its discretion under condition 5 of this Policy.

If the expenditure incurred by the Company shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Company, forthwith.

10

For the purposes of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with any one motor vehicle in respect of or in connection with which indemnity is granted under this Policy.

Provided that in the event of any claim under the policy which falls within the terms of Endorsement No.2(f) of this Policy, the amount of the Excess mentioned therein shall be held to apply.

20

Entered in the Office Books this 10th July 1970.

ENDORSEMENT 15

ENDORSEMENT to be attached to and read as part of Policy No. MC.392180 in the Name of Mr. Pang Lin @ Phang Yoke Lin

30

It is hereby agreed that M/s. Soon Teck Credit Corpn. (M) Ltd. (hereinafter referred to as the Owners) are the owners of the vehicle described in the Schedule of this Policy and that the said vehicle is the subject of a Hire Purchase Agreement made between the owners of the one part and the Insured of the other part and it is further declared and agreed that the said owners are interested in any monies which but for this endorsement would be payable to the Insured under the Policy in respect of the loss of or damage to the said vehicle (which loss or damage is not made good by repair, reinstatement or replacement) and such monies shall be paid to the said owners as long as they are the owners of the vehicle and their receipt shall be a full and final discharge of the Company in respect of

40

such loss or damage.

Exhibit P-1

Save as by this endorsement expressly agreed nothing herein shall modify or affect the rights or liabilities of the Insured or the Company respectively under or in connection with this Policy or any term, provision or condition thereof.

Policy No.
392180

10th July
1970 -
continued

10 Entered in the Office Books this
10th July 1970.

PRIVATE CAR - ENDORSEMENT 2 (f)

Endorsement Attaching to Motor Policy No.
MC 392180

Name of Insured: Mr. Pang Lin @ Phang Yoke Lin

20 Notwithstanding anything herein
contained to the contrary, it is hereby
understood and agreed that in the event of
any claim arising under Section I of this
Policy whilst the motor vehicle in respect
of which indemnity is granted by this Policy
is being driven by or is for the purpose
of being driven by him in the charge of :-

- (i) any person under the age of 21
- (ii) any person who is the holder of a
provisional driving licence
- (iii) any person other than :-

- (a) Insured only
 - (b) -
 - (c) a uniform driver of the
Automobile Association
- 30

Provided always that neither of the
persons named under (a) and (b) is under the
age of 21 or the holder of a provisional
driving licence

the Insured in respect of each and every
event shall be responsible for the first
\$200/- hereinafter known as the "Excess" -
(or any less expenditure which may be incurred)
of any expenditure for which provision is
made hereunder.

40

For the purpose of this Endorsement the

Exhibit P-1
Policy No.
392180

10th July
1970 -
continued

expression "event" shall mean an event or series of events arising out of one cause in connection with the motor vehicle

Provided that if the expenditure incurred by the Company shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Company forthwith.

Provided further that the above Excess shall not apply to loss or damage caused by fire, external explosion, self-ignition, burglary, lightning, housebreaking or theft. 10

Provided further that (iii) above shall not apply in the event of the premium under the Policy or the current period having been calculated with a "No Claim" discount allowed on the basis that the Insured has had two or more years free of claim. Notwithstanding this proviso, however, immediately after the occurrence of any accident involving or likely of involve (sic) a claim under the Policy, the "Excess" becomes again applicable. 20

Subject otherwise to the terms, exceptions and conditions of this Policy and Endorsements if any hereon.

NTKL/MC.392180

P/Car

Issued in lieu of and
cancelling Cover Note No.635722 Agency: Kow Toong
D Sdn.Bhd. 30

SCHEDULE

Company: CHINA INSURANCE COMPANY, LIMITED

Insured: Name Mr. Pang Lin @ Phang Yoke Lin

Address 195 Salarong Panjang Spg.Ampat,
Alor Star.

Business or Profession:

Period of Insurance: (a) from 1st June 1970) both
to 31st May 1971, dates
inclusive)

(b) Any subsequent period for 40
which the Insured shall
pay and the Company shall
agree to accept a renewal
premium

Motor Vehicle: Any of the following:-

Registration Mark: PH.800

Make: VOLVO 144S

Type of Body: --

C.C. or H.P.: 1986

Year of Manufacture: 1970

Seating Capacity
including Driver: 4

10

Insured's Estimate
of Value including
Accessories and
Spare Parts: \$10,000/-

LIMITS OF LIABILITY:

Limit of the amount of the Company's
liability under Section I-3 \$200

Limit of the amount of the Company's
liability under Section II-1 (a) in
respect of any one claim or series of
claims arising out of one event ... Unlimited

20

Limit of the amount of the Company's
liability under Section II-1 (b) in
respect of any one claim or series of
claims arising out of one event ... Unlimited

Limit of the amount of the Company's
liability under Section II-6 in respect
of legal services for defence in the
event of any charge \$2,000

30

Limit of the amount of the Company's
liability under Section III in respect
of each person injured arising out of one
accident \$ 200

AUTHORISED REPAIR LIMIT: \$200

GEOGRAPHICAL AREA:

Federation of Malaya, the State of Singapore
and that part of Thailand within 50 miles
of the border between Thailand and the
Federation of Malaya.

LEGISLATION:

"Road Traffic Ordinance 1958 (Federation

Exhibit P-1

Policy No.
392180

10th July
1970 -
continued

Exhibit P-1
Policy No.
392180
10th July
1970 -
continued

of Malaya) Motor Vehicles (Third-Party Risks & Compensation) Ordinance 1960 (State of Singapore) (The reference to Legislation in "Avoidance of Certain Terms and Right of Recovery" is limited to Sections 78, 79 and 80 of the Federation of Malaya Ordinance and Sections 6, 7 and 8 of the Singapore Ordinance)".

AUTHORISED DRIVER:

10

Any of the following:-

(a) The Policyholder

~~The Policyholder may also drive a Motor car not belonging to him and not hired to him under a hire Purchase agreement.~~

(b) Any other person who is driving on the Policyholder's order or with his 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

20

LIMITATIONS AS TO USE:

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

The Policy does not cover use for hire or reward, racing pace-making, reliability trial speed testing, the carriage of good other than samples in connection with any trade or business or use for any purpose in connection with the Motor Trade.

30

Act. \$51.00

Date of Signature of 28th May 1970

Premium \$378.60 (Excess per claim for 1st \$200/-)

Proposal and Declaration Stamp fee. 50cts.

LCC. Endts. 2(f), 15(H.P.), 1 for Section 1 & Passenger liability exclusion Clause A attached. Sub-Section 2(b) of Section II of this Policy is deemed to be cancelled.

SIGNED this 10th day of July 1970 on behalf of
CHINA INSURANCE COMPANY LIMITED

40

CHINA INSURANCE CO.LTD.
Kuala Lumpur Sub-Branch
(Sgd)

Examined:

Asst.Manager

Singapor Branch:
5th Floor, Bank of
China Building
Battery Road, Singapore 1.

PHONES: 93611-3
77222

P.O. Box: 1055

CHINA INSURANCE
CO. LTD.

PRIVATE MOTOR CAR
POLICY
(COMPREHENSIVE)

Exhibit P-1
Policy No.
392180
10th July
1970 -
continued

Motor Car No. PH.800

Policy M.C. No. 392180

Name: Mr. Pang Lin @
Phang Yoke Lin

Premium: \$378.60

Expiry Date: 31st May
1971

KUALA LUMPUR
SUB-BRANCH
1st Floor, China
Insurance Building
174 Jalan Tuanku Abdul
Rahman, Kuala Lumpur.

PHONES: 25551 (8 lines)
P.O. Box: 334

Agency: Kow Toong
Sdn. Bhd.

PENANG SUB-BRANCH
32, Beach Street,
Penang.

PHONES: 21236
26421
26422

P.O. Box: 543

N.B. Please read the
Conditions and examine
the Policy and if not
made out in accordance
with your intentions,
return it immediately
for alteration.

Notice of the happening
of any accident covered
under this Policy must
be given to the Company
immediately.

CONDITIONS.

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

2. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company

3. The Insured shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage

Exhibit P-1
 Policy No.
 392180
 10th July
 1970 -
 continued

and to maintain the Motor Vehicle in efficient condition and the Company shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown the Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Motor Vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the Motor Vehicle shall be excluded from the scope of the indemnity granted by this Policy 10

4. In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence. In case of theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice to the Police and co-operate with the Company in securing the conviction of the offender 20

5. No admission offer promise or payment shall be made by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require 30 40

6. The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven days' notice and (provided no claim has arisen during the then current Period of Insurance) the Insured shall be entitled to a return of premium less premium at the Company's Short Period 50

rates for the period the Policy has been in force

Exhibit P-1

Policy No.

392180

10th July

1970 -

continued

10 7. If at any time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs or expenses Provided always that nothing in this Condition shall impose on the Company any liability from which but for this Condition it would have been relieved under proviso (ii) of Section II - 2(a) of this Policy

20 8. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the

30 Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

40 9. The due observance and fulfilment of the Terms of this Policy insofar as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

Exhibit P-2
Cover Note
No. 667710

7th October
1970

EXHIBIT P-2
COVER NOTE NO. 667710

MOTOR COVER NOTE No. 667710 COPY FOR OFFICE

10 OCT 1970

SHARIKAT INSURAN CHINA BERHAD

CHINA INSURANCE COMPANY, LIMITED
(Incorporated in the People's
Republic of China)
Kuala Lumpur Sub-Branch
Principal Office for Malaysia

10

Agency: KOW TOONG SDN.BHD.
ALOR STAR

1st Floor, 174 Jalan Tuanku Abdul Rahman,
Kuala Lumpur - Phones: 25551 (8 lines) -
P.O. Box 334

Date: 7/10/70

Road Traffic Ordinance 1958 (Federation of
Malaya)
The Motor Vehicles (Third Party Risks) Rules,
1959 (Federation of Malaya)
The Motor Vehicles (Third Party Risks and
Compensation) Ordinance, 1960 (No.1 of 1960)
(State of Singapore)
The Motor Vehicles (Third Party Risks and
Compensation) Rules 1960 (State of Singapore)

20

Mr. PANG LIN @ PHANG YOKE LIN
of Soon Teck Credit Corpn. (11) Ltd.
195 Larang Panjang, Spg. Ampat, Kedah

having proposed an insurance in respect of Motor
Car described in the Schedule below the risk is
hereby HELD COVERED in the terms of the Company's
usual form of Comprehensive Policy applicable
thereto for the period from 9 a.m./p.m. on
7/10/70 to midnight on 6/10/71 unless the cover
be terminated by the Company by notice in
writing in which case the insurance will thereupon
cease and a proportionate part of the annual
premium otherwise payable for such insurance will
be charged for the time the Company has been on
risk.

30

40

SCHEDULE

Make: VOLVO 144-S \$10,000/- Excess per
claim: \$250

Registration No.: PH.800 (illegible)
~~Tennage/~~
~~Hersee-Power/C.C.~~ 1986 Year Model: 1970
 Engine No. 9647?
 Chassis No.: 171333

Exhibit P-2
 Cover Note
 No.667710
 7th October
 1970 -
 continued

Used only for the following purposes:

Private use

CERTIFICATE OF INSURANCE

10 I/We hereby certify that this cover note is issued in accordance with the provisions of Part IV of the Road Traffic Ordinance 1958 (Federation of Malaya) The Motor Vehicles (Third Party Risks and Compensation) Ordinance 1960 (State of Singapore)

Approved Insurers

For CHINA INSURANCE COMPANY, LTD.

Premium

Received

Passengers liability is excluded from the Cover of this Policy.

20

EXHIBIT P-3

PROPOSAL FORM

Exhibit P-3
 Proposal Form
 7th October
 1970

CHINA INSURANCE COMPANY LIMITED
 (Incorporated in the People's Republic of China)
 Kuala Lumpur Sub-Branch
 1st Floor, 174 Jalan Tuanku Abdul Rahman,
 Kuala Lumpur - Phones: 25551 (8 lines)
 P.O. Box No.334

Cover Note No.667710

30

MOTOR INSURANCE PROPOSAL FORM

Policy No.

You are to disclose in this proposal form fully and faithfully, all the facts which you know or ought to know; otherwise the policy issued hereunder may be void.

NAME OF PROPOSER: Mr.PANG LIN @ PHANG YOKE LIN
 (HIRER)

Exhibit P-3
 Proposal Form
 7th October
 1970 -
 continued

Address: M/s Soon Teck Credit Corpn. (11) Ltd.
 (Owner) 195 Larang Panjang, Spg.
 Ampat, Kedah

Occupation: Merchant

Insurance required from 7-10-70 to 6-10-1971
 for 12 months

PARTICULARS OF VEHICLES IN RESPECT OF WHICH
 INSURANCE IS APPLIED FOR

Make and Type of Body: Volvo 144 Saloon

Horse power Tonnage C.C.: 1986 c.c.

Number of seats including driver: 5

10

Year of Manufacture: 1970

Date when Purchased: 1-10-70

Whether new or secondhand when purchased: New

Price paid by Proposer: -

Proposer's estimate of present
 value including accessories: \$10,000/-

Engine No. Chassis No.: 9841 171333

Registered P.H.800

1. Is a Comprehensive, Third Party
 or "Act only" cover required?

Comprehensive
 Excess per
 claim \$250/-

20

2. State clearly for what purpose
 the above vehicle will be used.

Private use

3. (a) Do you employ a regular
 driver? If so, how long
 has he held a licence?

No.

(b) State class of licence

Provisional/
 Competent
 Licence No.

30

(c) How long have you held a
 licence to drive cars?

Several years

4. Has any Company or underwriter
 in respect of the insurance
 on any motor vehicle

(a) Declined to insure you?

No.

(b) Refused to renew insurance

No.

(c) cancelled your Policy.

No.

[Remainder of Form ILLEGIBLE]

EXHIBIT D-11

Exhibit D-11

POLICY NO. 396684

Policy No.
39668430th October
1970

PRIVATE CAR POLICY
(COMPREHENSIVE)

China Insurance Building
174 Jalan Tuanku Abdul Rahman
(1st Floor) KUALA LUMPUR
P.O. Box 334 Tel: 25551 (8 lines)

CHINA INSURANCE COMPANY LIMITED
(Incorporated in the People's Republic
of China)

10

MOTOR CAR POLICY
(COMPREHENSIVE)

WHEREAS the Insured by a proposal and declaration
which shall be the basis of this contract and
is deemed to be incorporated herein has
applied to the Company for the insurance
hereinafter contained and has paid or agreed to
pay the Premium as consideration for such
insurance

20

NOW THIS POLICY WITNESSETH :-

That in respect of events occurring during
the Period of Insurance and subject to the terms
exceptions and conditions contained herein or
endorsed hereon (hereinafter collectively
referred to as the Terms of this Policy)

SECTION I - LOSS OR DAMAGE

1. The Company will indemnify the Insured
against loss of or damage to the Motor Vehicle
and its accessories and spare parts whilst
thereon

30

- (a) by accidental collision or overturning
or collision or overturning consequent
upon mechanical breakdown or consequent
upon wear and tear
- (b) by fire external explosion self-ignition
or lightning or burglary housebreaking
or theft

Exhibit D-11

Policy No.
39668430th October
1970

(c) by malicious act

(d) whilst in transit (including the
processes of loading and unloading
incidental to such transit) by(i) road rail inland waterway lift
or elevator(ii) direct sea route across the
straits between the island of
Penang and the mainland

2. At its own option the Company may pay
in cash the amount of the loss or damage or
may repair reinstate or replace the Motor
Vehicle or any part thereof or its accessories
or spare parts. The liability of the Company
shall not exceed the value of the parts lost
or damaged and the reasonable cost of fitting
such parts. The Insured's estimate of value
stated in the Schedule shall be the maximum
amount payable by the Company in respect of
any claim for loss or damage

10

20

3. If the Motor Vehicle is disabled by
reason of loss or damage insured under this
Policy the Company will subject to the Limits
of Liability bear the reasonable cost of
protection and removal to the nearest repairers
and of delivery within the country where the
loss or damage was sustained

4. The Insured may authorise the repair
of the Motor Vehicle necessitated by damage
for which the Company may be liable under
this Policy provided that :-

30

(a) the estimated cost of such repair
does not exceed the Authorised Repair
Limited

(b) a detailed estimate of the cost is
forwarded to the Company without
delay

EXCEPTIONS TO SECTION I

The Company shall not be liable to pay for

(i) consequential loss depreciation wear
and tear mechanical or electrical
breakdown failures or breakages

40

(ii) damage to tyres unless the Motor
Vehicle is damaged at the same time

SECTION II - LIABILITY TO
THIRD PARTIES

Exhibit D-11

Policy No.
396684

30th October
1970

1. The Company will subject to the Limits of Liability indemnify the Insured in the event of accident caused by or arising out of the use of the Motor Vehicle against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of

10 (a) death of or bodily injury to any person except where such death or injury arises out of and in the course of the employment of such person by the Insured and excluding liability to any person being a member of the Insured's household who is a passenger in the Motor Vehicle unless such person is
20 being carried by reason of or in pursuance of a contract of employment

(b) damage to property other than property belonging to the Insured or held in trust by or in the custody or control of the Insured or any member of the Insured's household

30 2. In terms of and subject to the limitations of and for the purposes of this Section the Company will indemnify

(a) any Authorised Driver who is driving the Motor Vehicle provided that such Authorised Driver

(i) shall as though he were the Insured observe fulfil and be subject to the Terms of this Policy insofar as they can apply

(ii) is not entitled to indemnity under any other policy

40 (b) ~~the Insured whilst personally driving a private motor car (but not a motor cycle) but not belonging to him and not hired to him under a hire purchase agreement~~

3. In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his personal representatives

Exhibit D-11
 Policy No.
 396684
 30th October
 1970 -
 continued

in terms of and subject to the limitations of such Section provided that such representatives shall as though they were the Insured observe fulfil and be subject to the Terms of this Policy insofar as they can apply

4. The Company will pay all costs and expenses incurred with its written consent

5. The Company may at its own option

(a) arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this Section 10

(b) undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section 20

6. The Company will subject to the Limits of Liability at the request of the Insured or may at its own causing arrange and pay for legal services for defence in the event of any charge of manslaughter being brought against the Insured or any other person who is driving on the Insured's order or with his permission in respect of any death which may be subject of indemnity under this Section

SECTION III - MEDICAL EXPENSES 30

The Company will subject to the Limits of Liability in respect of each person injured pay to the Insured the reasonable medical expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained by the Insured or his driver or any occupant of the Motor Vehicle as the direct and immediate result of an accident to the Motor Vehicle

SECTION IV - ACCIDENTS TO INSURED 40

The Company undertakes to pay compensation to the Insured or his personal representative on the scale provided below for bodily injury as hereinafter defined sustained by the Insured in direct connection with the Motor Vehicle

described in the schedule herein and caused by violent accidental external and visible means which independently of and other cause (excepting medical or surgical treatment consequent upon such injury) shall within three calendar months of the occurrence of such injury result in :-

Exhibit D-11
Policy No.
396684
30th October
1970 -
continued

Scale of
Compensation

10	(1) Death	\$10,000	In the event of the Insured being the holder of any Policy or Policies with the Company in respect of any other motor car or motor cars compensation shall be recoverable under one Policy only
	(2) Total and irrecoverable loss of all sight in both eyes	\$10,000	
	(3) Total loss by physical severance at or above the wrist or ankle or both hands or both feet or of one hand together with one foot	\$ 10,000	
20	(4) Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye	\$ 10,000	
	(5) Total and irrecoverable loss of all sight in one eye	\$ 5,000	
30	(6) Total loss by physical severance at or above the wrist or ankle of one hand or one foot	\$ 5,000	
	Payment shall be made under one only of sub-sections (1) to (6) in respect of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of \$10,000 during any one period of insurance		
40			

PROVIDED ALWAYS that

Exhibit D-11
Policy No.
396684

30th October
1970 -
continued

- (a) the Insured is not less than 16 or more than 65 years of age at the time of such injury
- (b) no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (1) intentional self-injury suicide or attempted suicide (whether felonious or not) physical defect or infirmity or (2) an accident happening whilst the Insured is under the influence of intoxicating liquor or drugs

10

NO CLAIM DISCOUNT

In the event of no claim being made or arising under this Policy during a period of insurance specified below immediately preceding the renewal of this Policy the renewal premium for such part of the insurance as is renewed shall be reduced as follows :-

20

PERIOD OF INSURANCE	DISCOUNT
The preceding year	20%
The preceding two consecutive years	25%
The preceding three consecutive years	33½%
The preceding four or more consecutive years	40%

If the Company shall consent to a transfer of interest in this Policy the period during which the interest was in the Transferer shall not accrue to the benefit of the Transferee

30

If more than one motor vehicle is described in the Schedule the No Claim Discount shall be applied as if a separate Policy had been issued in respect of each such motor vehicle

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Policy or any endorsement hereon shall affect the right of any person entitled to indemnity under this Policy or of any other person to recover an amount under or by virtue of the Legislation

40

BUT the Insured shall repay to the Company

all sums paid by the Company which the Company would not have been liable to pay but for the Legislation

Exhibit D-11
Policy No.
396684

GENERAL EXCEPTIONS

30th October
1970 -
continued

The Company shall not be liable in respect of

1. any accident injury loss or damage or liability caused sustained or incurred

(a) outside the Geographical Area

- 10 (b) whilst any motor vehicle in respect of or in connection with which insurance is granted under this Policy is being

(i) used otherwise than in accordance with the Limitation as to Use

(ii) driven by any person other than a Driver described in the Schedule

- 20 (iii) driven by the Insured (or by any person with the general knowledge and consent of the Insured) whilst under the influence of intoxicating liquor or drugs

(iv) driven by any person who to the insured's knowledge has been refused any motor vehicle insurance or continuance thereof

- 30 2. any accident loss damage or liability (except so far as is necessary to meet the requirement of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with flood typhoon hurricane volcanic eruption earthquake or other convulsion of nature invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war strike riot civil commotion mutiny rebellion revolution insurrection military or usurped power or by any direct or indirect consequences
- 40

Exhibit D-11
 Policy No.
 396684
 30th October
 1970 -
 continued

of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim

10

3. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement

4. 1. (a) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

(b) any liability of whatsoever nature

20

directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.

2. any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material

30

If a law or laws are named in a section of the Policy entitled "Avoidance of certain terms and right of recovery" or in the Policy Schedule under the heading of "Legislation" all references to specific Sections of such laws are deemed to be deleted so that the references to such law or laws are left to apply to each law in its entirety.

40

CLAUSE "A"

Exhibit D-11

Policy No.
39668430th October
1970 -
continued

Notwithstanding anything contained herein to the contrary, it is understood and agreed that the Company shall not be liable in respect of death of or bodily injury to any person (other than passengers being carried by reason of or in pursuance of a contract of employment) being carried in or upon, or entering in, or getting on to or alighting from any vehicle in respect of which indemnity is granted under this Policy at the time of the occurrence of the event out of which any claim arises.

Subject otherwise to the terms, provisions and conditions of this Policy.

ENDORSEMENT I - EXCESS ALL CLAIMS

ENDORSEMENT 1 to be attached to and read as part of Policy No. NTKL/MC.396684 in the Name of Mr. Pang Lin @ Phang Yoke Lin

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section 1 of this Policy the Insured in respect of each and every event shall be responsible for the first \$250.00 (or any less expenditure which may be incurred) of any expenditure for which provision is made thereunder (including any payments in respect of costs and expenses) and of any expenditure by the Company in the exercise of its discretion under condition 5 of this Policy.

If the expenditure incurred by the Company shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Company forthwith.

For the purposes of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with any one motor vehicle in respect of or in connection with which indemnity is granted under this Policy.

Provided that in the event of any claim

Exhibit D-11
 Policy No.
 396684
 30th October
 1970 -
 continued

under the policy which falls within the terms of Endorsement No.2(f) of this Policy, the amount of the Excess mentioned therein shall be held to apply.

Entered in the Office Books this
 30th October 1970.

ENDORSEMENT 15

ENDORSEMENT to be attached to and read as part of Policy No. NTKL/MC.396684 in the Name of Mr. Pang Lin @ Phang Yoke Lin

10

It is hereby declared and agreed that M/s. Soon Teck Credit Corpn. (M) Ltd. (hereinafter referred to as the Owners) are the owners of the vehicle described in the Schedule of this Policy and that the said vehicle is the subject of a Hire Purchase Agreement made between the owners of the one part and the Insured of the other part and it is further declared and agreed that the said owners are interested in any monies which but for this endorsement would be payable to the Insured under the Policy in respect of the loss of or damage to the said vehicle (which loss or damage is not made good by repair, reinstatement or replacement) and such monies shall be paid to the said owners as long as they are the owners of the vehicle and their receipt shall be a full and final discharge of the Company in respect of such loss or damage.

20

30

Save as by this endorsement expressly agreed nothing herein shall modify or affect the rights or liabilities of the Insured or the Company respectively under or in connection with this Policy or any term, provision or condition thereof.

Entered in the Office Books this 30th
 October 1970.

PRIVATE CAR - ENDORSEMENT 2(f)

Exhibit D-11

Endorsement Attaching to Motor Policy No.
NTKL/MC.396684

Policy No.
396684

Name of Insured Mr. Pang Lin @ Phang Yoke Lin

30th October
1970 -
continued

Notwithstanding anything herein contained to the contrary, it is hereby understood and agreed that in the event of any claim arising under Section 1 of this Policy whilst the motor vehicle in respect of which indemnity is granted by this Policy is being driven by or is for the purpose of being driven by him in the charge of :-

- (i) any person under the age of 21
- (ii) any person who is the holder of a provisional driving licence
- (iii) any person other than :-

(a) Insured

(b)

(c) a uniform driver of the
Automobile Association

Provided always that neither of the persons named under (a) and (b) is under the age of 21 or the holder of a provisional driving licence

the Insured in respect of each and every event shall be responsible for the first \$200/- hereinafter known as the "Excess" - (or any less expenditure which may be incurred) of any expenditure for which provision is made hereunder.

For the purpose of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with the motor vehicle.

Provided that if the expenditure incurred by the Company shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Company forthwith.

Provided further that the above Excess shall not apply to loss or damage caused by

Exhibit D-11
Policy No.
396684

30th October
1970 -
continued

fire, external explosion, self-ignition,
burglary, lightning, housebreaking or
theft.

Provided further that (iii) above shall not apply in the event of the premium under the Policy or the current period having been calculated with a "No Claim" discount allowed on the basis that the Insured has had two or more years free of claim. Notwithstanding this proviso, however, immediately after the occurrence of any accident involving or likely of involve (sic) a claim under the Policy, the "Excess" becomes again applicable.

10

Subject otherwise to the terms, exceptions and conditions of this Policy and Endorsements if any hereon.

P/Car

Issued in lieu of and
cancelling Cover Note
No. 667710

Policy M.C. No.396684
Agency Kow Toong Sdn.
Bh.

20

Replacing Policy No.M.C. NTKL/MC.396684

S C H E D U L E

Company: CHINA INSURANCE COMPANY, LIMITED

Insured: Name Mr. Pang Lin @ Phang Yoke Lin

Address 195 Lorong Panjang, Spg.
Ampang, Kedah.

Business or Profession:

Period of Insurance: (a) From 7th October 1970
to 6th October 1971

30

(both dates inclusive)

(b) Any subsequent period for which the Insured shall pay and the Company shall agree to accept a renewal premium

Motor Vehicle: Any of the following :-

Registration Mark: PH.800

Make: Volvo 144S

Type of Body: Saloon
 C.C. or H.P.: 1986
 Year of Manufacture: 1970
 Seating Capacity
 including Driver: 5
 Insured's Estimate of
 Value including
 Accessories and Spare Parts: \$10,000.00

Exhibit D-11
 Policy No.
 396684
 30th October
 1970 -
 continued

LIMITS OF LIABILITY:

10 Limit of the amount of the Company's
 liability under Section I - 3 \$200

Limit of the amount of the Company's
 liability under Section II - 1(a) in
 respect of any one claim or series of
 claims arising out of one event ... Unlimited

Limit of the amount of the Company's
 liability under Section II - 1(b) in
 respect of any one claim or series
 of claims arising out of one event.. Unlimited

20 Limit of the amount of the Company's
 liability under Section II - 6 in
 respect of legal services for defence
 in the event of any charge \$2,000

Limit of the amount of the Company's
 liability under Section III in
 respect of each person injured arising
 out of one accident \$ 200

AUTHORISED REPAIR LIMIT: \$200

GEOGRAPHICAL AREA:

30 Federation of Malaya, the State of
 Singapore and that part of Thailand
 within 50 miles of the border between
 Thailand and the Federation of Malaya.

LEGISLATION:

40 "Road Traffic Ordinance 1958 (Federation
 of Malaya) Motor Vehicles (Third Party
 Risks & Compensation) Ordinance 1960
 (State of Singapore) (The reference to
 Legislation in "Avoidance of Certain Terms
 and Right of Recovery" is limited to

Exhibit D-11
Policy No.
396684
30th October
1970 -
continued

Section 78, 79 and 80 of The Federation of Malaya Ordinance and Sections 6, 7 and 8 of the Singapore Ordinance)."

AUTHORISED DRIVER:

Any of the following:-

- (a) The Policyholder. The Policyholder may also drive a motor car not belonging to him and not hired to him under a hire purchase agreement. 10
- (b) Any other person who is driving on the Policyholders order or with his 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. 20

LIMITATIONS AS TO USE:

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

The Policy does not cover use for hire or reward, racing pace-making, reliability trial speed testing, the carriage of goods other than samples in connection with any trade or business or use for any purpose in connection with the Motor Trade. 30

Act. \$51.00

Date of Signature of 7th October 1970

Premiums \$378.60 (Excess per claim for 1st \$250/-)

Proposal and Declaration Stamp Fee 50 cts

Subject to endorsements 2(f), 15(H.P.) 1 for Section 1 & Passenger liability exclusion Clause "A" attached. Sub-section 2(b) of section II of this policy is deemed to be cancelled. 40

Signed this 30th day of October 1970 on behalf of CHINA INSURANCE COMPANY, LIMITED
CHINA INSURANCE CO.TD.
Kuala Lumpur Sub-Branch

Asst. Manager

Singapore Branch:
5th Floor, Bank of
China Building,
Battery Road,
Singapore, 1.

PHONES: 93611-3
77222
P.O. Box: 1055

CHINA INSURANCE
CO.LTD.

Exhibit D-11

Policy No.
396684

30th October
1970 -

continued

PRIVATE MOTOR CAR
POLICY
(COMPREHENSIVE)

10 KUALA LUMPUR
SUB-BRANCH
1st Floor, China
Insurance Building,
174 Jalan Tuanku
Abdul Rahman,
Kuala Lumpur.
PHONES: 25551 (8 lines)
P.O. Box: 334

Motor Car No.PH.800

Policy M.C.No.
396684

Name Mr. Pang Lin
@ Phang Yoke Lin

Premium: \$378.60

Expiry Date: 6th
October 1971

20 PENANG SUB-BRANCH
32 Beach Street,
Penang.

PHONES: 21236
26421
26422
P.O. Box: 543

Agency: Kow Toong
Sdn. Bhd.

N. B. Please read the
Conditions and
examine the Policy
and if not made out
in accordance with
your intentions, return
it immediately for
alteration.

Notice of the happening
of any accident
covered under this
Policy must be given
to the Company
immediately.

CONDITIONS

40 1. This Policy and the Schedule shall be read
together as one contract and any word or expression

Exhibit D-11
Policy No.
396684

30th October
1970 -
continued

to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear

2. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company

3. The Insured shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage and to maintain the Motor Vehicle in efficient condition and the Company shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown the Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Motor Vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the Motor Vehicle shall be excluded from the scope of the indemnity granted by this Policy 10 20

4. In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt Notice shall be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence. In case of theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice to the Police and co-operate with the Company in securing the conviction of the offender 30

5. No admission offer promise or payment shall be made by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information 40 50

and assistance as the Company may require

Exhibit D-11

10 6. The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven days' notice and (provided no claim has arisen during the then current Period of Insurance) the Insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period the Policy has been in force

Policy No.
396684

30th October
1970 -
continued

20 7. If at any time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs or expenses Provided always that nothing in this Condition shall impose on the Company any liability from which but for this Condition it would have been relieved under the proviso (ii) of Section II - 2(a) of this Policy

30 8. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference The Umpire shall sit with the
40 Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company If the Company shall disclaim liability to the Insured for any claim here-
under and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim
50 shall for all purposes be deemed to have been

Exhibit D-11
Policy No.
396684.
30th October
1970 -
continued

abandoned and shall not thereafter be recoverable hereunder.

9. The due observance and fulfilment of the Terms of this Policy insofar as they relate to anything to be done or not to be done by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy

Exhibit P-7
Circular re
Deletion
7th September
1972

EXHIBIT P-7
CIRCULAR RE DELETION

10

RECEIVED 8 SEP 1972

PERSATUAN INSURAN MALAYSIA
(MALAYSIAN INSURANCE ASSOCIATION)

PRIVATE & CONFIDENTIAL

MOTOR CIRCULAR NO:
113 OF 1972

K.L. 7th September,
1972

PRIVATE CAR POLICY

Members will be aware that paragraph 2(b) of Section II of the Private Car Policy form provides an indemnity to the insured whilst personally driving a private motor car (but not a motor cycle) not belonging to him and not hired to him under a hire-purchase agreement.

20

2. It has been brought to the Committee's notice that certain companies are deleting this paragraph which has the effect of their avoiding liability if their insured meets an accident when driving a motor car not belonging to him.

30

3. The third party liability in respect of such an accident is then transferred to the company insuring the Private Car in question.

4. Members are advised that such a deletion is not correct and is regarded as a breach of the Tariff.

5. Members are therefore warned not to delete this particular paragraph when issuing Private Car Policies.

Exhibit P-7
Circular re
Deletion

6. The Committee are presently looking into the question of the position regarding contribution when an insured who has a private car policy in his own name, meets with an accident whilst driving a private car belonging to another party and insured in that party's name.

7th September
1972 -
continued

10

By Order of the Committee
COOPER BROTHERS & CO.
Secretaries

EXHIBIT P-8
LETTER ALLOWING DELETION

Exhibit P-8
Letter allowing
deletion

PERATURAN INSURAN MALAYSIA
(MALAYSIAN INSURANCE ASSOCIATION)

14th September
1973

PRIVATE & CONFIDENTIAL MOTOR TARIFF NOTICE
No. 3 OF 1973

20

Kuala Lumpur
14th September, 1973

DUAL COVER UNDER PRIVATE MOTOR
POLICIES

Members are referred to Motor Circular No: 140 of 1973 and are advised that the vast majority of members have indicated their wish for the deletion of the Section II - 2(b).

Accordingly members are advised that with effect from November, 1st 1973 the following amendment to the Tariff will come into force.

30

Exhibit P-8
Letter allowing
deletion

"PRIVATE CAR POLICY" - page 115 of the
Motor Tariff - delete sub-section 2(b)
of Section II - Liability to Third Parties."

14th September
1973 -
continued

All policies written prior to November 1st,
1973 will, of course, remain in force on the
terms entered into at the time the contract
was made.

Policies written after November 1st, 1973
and all RENEWALS will comply with the require-
ments of this Tariff Notice i.e. the deletion
of sub-section 2(b) of Section II - Liability
to Third Parties.

10

By Order of the Executive Committee
COOPERS & LYBRAND,
Secretaries

Exhibit P-5
General
Regulation
No.2
(Undated)

EXHIBIT P-5
GENERAL REGULATION No.2

THE OVERSEAS ASSURANCE CORPORATION LIMITED
(Incorporated in Singapore)

PENANG BRANCH

20

DEPARTMENTAL MEMO

Date

To

General Regulation No.2

Policy Forms

It is not permissible to issue Policies
except in the Tariff forms, and such forms
may not be varied except as provided.
Appropriate wordings for the completion of
Policy Schedules are provided on pages 27
and 28 of the Tariff and in the Certificate
Guide.

30

EXHIBIT D-10

COVER NOTE

Exhibit D-10

Cover Note
(Undated)MOTOR COVER NOTE No. 635722 COPY FOR OFFICEAgency KOW TOONG SDN.BHD.
ALOR STARCHINA INSURANCE COMPANY LIMITED
(Incorporated in The People's Republic
of China)
Kuala Lumpur Sub-Branch10 1st Floor, 174 Jalan Tuanku Abdul Rahman,
Kuala Lumpur - Phone: 25551 (8 lines) -
P.O. Box 334

Date:

20 Road Traffic Ordinance 1958 (Federation of Malaya)
The Motor Vehicles (Third Party Risks) Rules,
1959 (Federation of Malaya)
The Motor Vehicles (Third Party Risks and
Compensation) Ordinance 1960 (No. 1 of 1960)
(State of Singapore)
The Motor Vehicles (Third Party Risks and
Compensation) Rules 1960 (State of Singapore)

Mr/Madam/Messrs. Illegible

of illegible

30 having proposed for insurance in respect of
Motor Car/Vehicle/Cycle described in the
Schedule below the risk is hereby HELD COVERED
in the terms of the Company's usual form of
Comprehensive/Third Party Policy applicable
thereto for the period from a.m./p.m.
on to midnight on
unless the cover be terminated by the Company
by notice in writing in which case the insurance
will thereupon cease and a proportionate part of
the annual premium otherwise payable for such
insurance will be charged for the time the
Company has been on risk.S C H E D U L E

Make: illegible

Value: Illegible

Registration No.: Illegible Excess per Claim: Illegible

40 Tonnage/

Horse Power C.C.: Illegible Use only for the
following purposes: Illegible

Exhibit D-10
Cover Note
(Undated)
continued

Year Model: Illegible
Engine No.: 6386
Chassis No.: 137479

CERTIFICATE OF INSURANCE

I/We hereby certify that this covering note is issued in accordance with the provisions of Part IV of the Road Traffic Ordinance 1958 (Federation of Malaya) The Motor Vehicles (Third Party Risks and Compensation) Ordinance 1960 (State of Singapore)

10

Approved Insurers
For CHINA INSURANCE COMPANY LTD.

Premium

Received

Passengers Liability is
excluded from the Cover
of this Policy

Exhibit D-12
Certificate
of Insurance
No. NTKL/MC
392180

EXHIBIT D-12

CERTIFICATE OF INSURANCE
No. NTKL/MC. 392180

(Private Car: Individual Ownership)

20

Passenger Liability is Excluded
from the Cover of this Policy.

Road Traffic Ordinance 1959 (Federation of Malaya)
The Motor Vehicles (Third Party Risks) Rules 1959
(Federation of Malaya)

The Motor Vehicles (Third Party Risks and
Compensation) Ordinance 1960 (No.1 of 1960)
(Republic of Singapore)

The Motor Vehicles (Third Party Risks and Compensation) Rules 1960 (Republic of Singapore)

30

SYARIKAT INSURAN CHINA BERHAD

CHINA INSURANCE COMPANY LIMITED
(Incorporated in the People's Republic of China)

Principal Office for Malaysia

CERTIFICATE OF INSURANCE

Comprehensive - Subject to
\$200/- Excess per Claim

Certificate No. NTKL/MC. 392180 DUPLICATE

1. Index Mark and Registration
Number of Vehicle PH. 800

40

- | | | |
|----|---|--|
| 2. | Name of Policy Holder: Mr. Pang Lin
@ Phang Yoke Lin | Exhibit D-12 |
| 3. | Effective date of the Commencement
of Insurance for the purpose of
the Ordinance: 1st June 1970 | Certificate
of Insurance
No. NTKL/MC.
392180 -
continued |
| 4. | Date of Expiry of Insurance: 31st May 1971 | |
| 5. | Persons or Classes of Persons entitled
to drive* | |

(a) The Policyholder. ~~The Policyholder may also drive a motor car not belonging to him and not hired to him under a hire purchase agreement~~

(b) Any other person who is driving
on the Policyholder's order
or with his 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*

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

The Policy does not cover use for hire or reward, racing, pace-making, reliability trial, speed-testing, the carriage of goods other than samples in connection with any trade or business or use for any purpose in connection with the Motor Trade

*Limitations rendered inoperative by Section 79 of the Road Traffic Ordinance 1958 (Federation of Malaya) or Section 7 of the Motor Vehicles (Third Party Risks and Compensation) Ordinance 1960 (Republic of Singapore) are not to be included under this heading.

I/WE HEREBY CERTIFY that the Policy to which this Certificate relates is issued in accordance with the provisions of Part IV of the Road Traffic Ordinance 1958 (Federation of Malaya) and the Motor Vehicles (Third Party Risks and Compensation) Ordinance 1960

Exhibit D-12

(Republic of Singapore)

Certificate
of Insurance
No. NTKL/MC.
392180 -
continued

Approved Insurers
CHINA INSURANCE CO. LTD.
Kuala Lumpur Sub-Branch

(Sgd)

Asst. Manager

Examined.

Exhibit D-13
Certificate
of Insurance
No. NTKL/MC.
396684

EXHIBIT D-13

CERTIFICATE OF INSURANCE
No. NTKL/MC 396684

10

Private Car: Individual Ownership

Passengers Liability is
Excluded from the Cover
of this Policy

Road Traffic Ordinance 1958 (Federation
of Malaya)

The Motor Vehicles (Third Party Risks)
Rules 1959 (Federation of Malaya)

The Motor Vehicles (Third Party Risks
and Compensation) Ordinance 1960
(No.1 of 1960) (Republic of Singapore)

The Motor Vehicles (Third Party Risks
and Compensation) Rules 1960 (Republic
of Singapore)

20

SYARIKAT INSURAN CHINA BERHAD

CHINA INSURANCE COMPANY LIMITED
(Incorporated in the People's
Republic of China)
Principal Office for Malaysia

CERTIFICATE OF INSURANCE

30

Comprehensive - Subject
to \$250/- Excess For
Claims

CERTIFICATE No. NTKL/MC.396684

DUPLICATE

Exhibit D-13
Certificate
of Insurance
No. NTKL/MC
396684

1. Index Mark and Registration
Number of Vehicle: PH.800
2. Name of Policy Holder: Mr. Pang Lin
alias Phang Yoke Lin
- 10 3. Effective date of the Commencement
of Insurance for the purpose of
the Ordinance: 7th October 1970
4. Date of Expiry of Insurance: 6th
October 1971
5. Persons or Classes of Persons
entitled to drive*
 - (a) The Policyholder. ~~The Policyholder
may also drive a motor car not
belonging to him and not hired
20 to him under a hire purchase
agreement-~~
 - (b) Any other person who is driving
on the Policyholder's order or
with his permission

30 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 disquali-
fied 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*

40 Use only for social domestic and pleasure
purposes and for the Policyholder's business
The Policy does not cover use for hire
or reward, racing, pace-making,
reliability trial, speed-testing, the
carriage of goods other than samples in
connection with any trade or business
or use for any purpose in connection
with the Motor Trade

50 *Limitations rendered inoperative by Section
79 of the Road Traffic Ordinance 1958
(Federation of Malaya) or Section 7 of the
Motor Vehicles (Third Party Risks and
Compensation) Ordinance 1960 (Republic of
Singapore) are not to be included under this
heading

Exhibit D-13
Certificate
of Insurance
No. NTKL/MC.
396684 -
continued

I/WE HEREBY CERTIFY that the Policy
to which this Certificate relates is issued
in accordance with the provisions of Part IV
of the Road Traffic Ordinance 1958 (Federation
of Malaya) and the Motor Vehicles (Third
Party Risks and Compensation) Ordinance
1960 (Republic of Singapore)

Approved Insurers
CHINA INSURANCE CO. LTD.
Kuala Lumpur Sub-Branch

10

(Sgd)

Examined.

Asst. Manager

No. 2 of 1977

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

O N A P P E A L

FROM THE FEDERAL COURT OF MALAYSIA

B E T W E E N :

PANG LIN alias PHANG YOKE LIN

Appellant
(Plaintiff)

- and -

CHINA INSURANCE COMPANY LIMITED

Respondents
(Defendants)

RECORD OF PROCEEDINGS

PHILIP CONWAY THOMAS & CO.,
61 Catherine Place,
London, SW1E 6HB

Solicitors for the
Appellant

LE BRASSEUR & OAKLEY,
71 Great Russell Street,
London, WC1B 3BZ

Solicitors for the
Respondents