

**LIBERTY INTERNATIONAL INSURANCE LTD:  
GIVE ME MY MONEY !**

Being close to the sword does not, necessarily, mean that one cannot be cut by it.

As Mr Philip Ashby, recently, discovered.

Mr Philip Ashby is the Managing Director of Ashby Recoveries Ltd which describes its activities as being ‘*trade claim agents*’ (also known in the US as ‘*debt collectors*’).

Ashby Recoveries is not a fly-by-night company, having been incorporated in the Hongkong Special Administrative Region (HKSAR) of the People’s Republic of China (PRC) on March 16, 1984.

Recently, Liberty International Insurance Ltd () sued Ashby Recoveries Ltd for \$US22,357.90 (about \$HK174,392), being an alleged refund, due and owing.

In a telephone conversation with Mr Philip Ashby, **TARGET** () was told that Liberty International had been fully apprised of the situation and so, if it is, still, unsatisfied with the explanation, then, the HKSAR District Court would make the final determination on the case.

The case for Liberty International is spelled out in District Court Writ of Summons, Number 4575, in which a Statement of Claim is attached.

It is alleged, at Paragraph 4 of the Statement of Claim, that Ashby Recoveries (the Defendant) ‘*was appointed by the Plaintiff (Liberty International) for reward as its recovery agent and/or consultant to apply for and collect the debts due to the Plaintiff from its counter-parties in relation to motor claims and duly account to the Plaintiff therefor, and to deal with, negotiate, duly settle the motor claims against the Plaintiff (“the Agreement”)*’.

Paragraph 5 of the Statement of Claim alleges that there were implied terms of the Agreement, which included, inter alia:

1. Ashby Recoveries ‘*would use all reasonable endeavours and take all reasonable and proper steps and exercise all due diligence care and skill in performing its duties*’;
2. Ashby Recoveries would render full and true accounts of all such sums of money recovered by it; and,
3. Ashby Recoveries ‘*was under a fiduciary duty to the Plaintiff so to account*’.

The Statement of Claim, then, explains the complaint of the Plaintiff in respect of Ashby Recoveries Ltd as follows:

- ‘6. On 9th February 1999 there was a traffic accident at Tuen Mun Road, Tuen Mun, New Territories involving vehicles bearing respective registration numbers BG863 and HN6536. At the material times the insurer of BG863 was Anglo Starlite (Anglo Starlite Insurance Company Ltd) and the insurer of HN6536 was the Plaintiff (then named as Citystate Insurance Limited) (under Motor Vehicle Policy No. C99VH0032/B) (“**the Motor Vehicle Policy**”).
- ‘7. The Owner of the vehicle BG863, through Anglo Starlite, claimed against the driver and owner of the vehicle HN6536 for the repair costs of BG863 in the sum of

*HK\$62,193. The claim for uninsured loss such as loss of use and policy excess had been settled at the sum of HK\$21,000 and payment had been made by the Plaintiff to the insured of Anglo Starlite on or about 30th June 2000 ... [CLICK TO ORDER FULL ARTICLE](#)*

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