

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO 440 OF 2010

BETWEEN:



JAMES MCLAUGHLIN



PLAINTIFF

AND:

CARIBBEAN MARINE SERVICES LIMITED

DEFENDANT

WRIT OF SUMMONS

TO: Caribbean Marine Services Limited, PO Box 1376, Grand Cayman KY1-1108, Cayman Islands.

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495, George Town, Grand Cayman KY1-1106, Cayman Islands the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the

Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 30th day November of 2010.

NOTE – This Writ may not be served later than 4 calendar months (*or, if leave is required to effect service out of the jurisdiction, 6 months*) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff was born on 11 May 1927, and is aged 83 years. At all material times, he was employed by the Defendant, a company providing cruise ship tender services in George Town Harbour. The Plaintiff has worked as a Linesman for the Defendant on tenders operating in George Town Harbour, since 1973.
2. The role of Linesman involves, inter alia, securing the dock lines as part of the docking process and generally assisting the Captain. The Plaintiff's usual procedure for securing lines as part of the docking process was to disembark from the aft of the vessel as it slowed down and pulled alongside the harbour, secure the first dock line to the aft cleat of the vessel, before moving to the front of the vessel in order to secure a line to the fore cleat of the vessel. The Plaintiff would disembark from the aft of the vessel rather than the middle because the vessel was usually full of passengers and other equipment, and did so whilst the vessel was still moving because the docking process was done as quickly as possible to free up much needed harbour space. The Plaintiff was never provided with any training for this role, nor were there any operating or guidance manuals. Instead, the Plaintiff learnt on the job; the precise mode of operation was determined by the individual Captain of each tender vessel.
3. At about 7:00am on 16 January 2008, the Plaintiff was serving as Linesman on a vessel called the *Caribe Sky*. As the *Caribe Sky* approached the North Terminal of the George

Town Harbour and slowed down to a safe speed, the Plaintiff disembarked from the aft of the *Caribe Sky* and secured the aft dock line.

4. At about the same time, the Captain of the *Caribe Sky*, Mr. Dilbert, received a call from Port Authority staff asking him to move the vessel. Without checking that the dock line had been secured to the aft cleat, without checking what the Plaintiff was doing, and despite warnings shouted from the shore, Mr. Dilbert engaged the engine and moved the *Caribe Sky* forward, causing the aft cleat to break away from the *Caribe Sky*. The cleat, still attached to the rope, struck the Plaintiff on the forearm, causing him injury.
5. The Plaintiff avers that the accident occurred as a result of a breach by the Defendant of the statutory and/or common law duty owed to the Plaintiff as their employee to take all reasonable steps to provide employees with a safe system of work and safe fellow employees.

Particulars of Breach of Duty

6. Mr. Dilbert had captained the Plaintiff on many occasions, and would therefore have been familiar with aft disembarking and securing the vessel as it came into dock. In the circumstances, it is averred that: (i) Mr. Dilbert, on behalf of the Defendant, should have been aware that there was a real risk that Plaintiff would have secured the rope by the time that he moved the *Caribe Sky* forward, and that this would lead to excessive stress being put on the rope and cleat, with a risk of a break under tension resulting in injury;

and, (ii) Mr. Dilbert's failure to realise or heed that risk amounted to a breach of the duties owed by the Defendant to the Plaintiff.

7. Further or alternatively, the Defendant failed to put in place appropriate systems in respect of docking vessels, or provide any training in respect of that procedure. In the circumstances, the Plaintiff did not have instructions as to a system by which the procedure of docking the *Caribe Sky* could be done safely, in breach of the duties owed by the Defendant to the Plaintiff, as set out above. For the avoidance of any doubt, a safe system of work would include ensuring that vessels would only be secured once the engine was cut off and with proper communication between Captain and Linesman during the process.
8. The Plaintiff further avers that Mr. Dilbert was not fit to be employed by the Defendant as a Captain of the *Caribe Sky* on the date of the accident, and that this contributed to the accident, as: (i) he is known to be a heavy drinker who had on previous occasions been reported to the Defendant by the Plaintiff for turning up to work smelling of alcohol, and smelt of alcohol on the morning of the accident; and, (ii) he is deaf in one ear and has severely impaired vision.
9. Further, the Plaintiff will rely on the conclusions and the recommendations set out in the Accident Investigation Report dated 23 May 2008. In particular, Plaintiff will rely on: (a) the conclusions as to the facts of the accident; (b) the conclusions that the accident was caused or materially contributed to by (i) a lack of communication between the Captain

and Linesman; and, (ii) the total lack of policies and procedures for daily activity; and (c) the recommendations that (i) a Hazard Communication plan must be implemented for operation between parties directly involved with tender activities and, (ii) specific protocols must be implemented between Linesmen and Captains without interference.

10. Further, in breach of section 58 of the Labour Law (2007 Revision) the Defendant failed to ensure, so far as is reasonably practicable the health, safety and welfare at work of their employees.

11. Further, or alternatively, the Defendant breached its implied duty owed to the Plaintiff to take reasonable care to ensure that the system of work was safe and that other employees were competent.

Particulars of Injuries

12. As a result of the accident, the Plaintiff sustained multiple fractures to his right forearm, requiring reconstructive surgery involving pins and screws being placed in the Plaintiff's forearm for stability.

13. The Plaintiff's physical injuries are described by Dr. Gargas, President of the Hand & Plastic Surgery Centre, in letters dated 27 August 2008 and 12 March 2009, and Dr Sekhar, Consultant Orthopaedic Surgeon of the Cayman Islands Health Services Authority, in a letter dated 16 April 2009 (both of which are annexed hereto), as follows:

- a. The Plaintiff suffered a right forearm and hand crushing injury on the morning of 16 January 2008, and attended George Town Hospital, where his right forearm and hand were found to have deep and extensive contaminated lacerations, and x-rays revealed severely fragmented fractures of the right radius and ulna, with angulations and fractures of the third, fourth and fifth metacarpals.
- b. The Plaintiff was taken to theatre that morning, where the open wounds and fractures of the right forearm and hand were thoroughly irrigated and debrided, the forearm fractures were stabilised by applying external fixation to the radius and ulna, and the metacarpal fractures were bandaged.
- c. On 18 January 2008, the Plaintiff was transferred to Tampa, Florida, where he underwent further surgery on 20 and 24 January 2008 for revision debridement, internal fixation, and bone grafting of both the radius and ulna, internal fixation of the right third, fourth, and fifth metacarpals, and splint skin grafting.
- d. Since then, the Plaintiff has required physical therapy to regain a range of movement, and further surgery in Tampa on 11 March 2008 for removal of the metalwork from the right third, fourth, and fifth metacarpals.

- e. On review of x-rays at an outpatient appointment in Tampa on 22 August 2008, it was noted that the Plaintiff had developed heterotopic ossification in the right hand. Surgery was offered to the Plaintiff to improve the range of movement in the right hand, but the Plaintiff was fearful of further surgery, and in the circumstances was content to continue to work with therapy to improve range of movement and strength.

- f. In November 2008, the Plaintiff attended the George Town Hospital again with a rash and redness on his right forearm where he was seen by Dr. Claire, a Dermatologist, who diagnosed contact allergic dermatitis secondary either to the hardware, or implanted foreign bodies at the time of the crush injury. This condition is managed with topical medications.

- g. The Plaintiff has been left with permanent restriction affecting both pronation and supination, and weakness. His impairment is 39% in respect of his whole person, and 65% in respect of his upper extremity, calculated with reference to the 1996 Florida Uniform Permanent Impairment Rating Schedule.

14. Sometime after the accident it was discovered that the Plaintiff had also sustained a hairline fracture to the jaw. It is averred by the Plaintiff that this injury was sustained as a result of the accident.

15. As a result of these injuries, the Plaintiff has been left with physical symptoms, such that he: (a) has needed daily therapy at home, and therapy at hospital; (b) has had to rely on others to do basic tasks, including the gardening and maintenance work around the house; and, (c) has not been able to pursue hobbies he previously enjoyed, such as fishing.

16. The Plaintiff also suffered from psychiatric injuries, Dr McGill, a psychiatrist, set out in a report dated 11 September 2008 (a copy of which is annexed hereto) that:

a. When she first saw the Plaintiff, on 30 July 2008, the Plaintiff's psychological symptoms included: difficulty coping with the injury and the way the termination of his employment was handled, difficulty sleeping, bad dreams, nervousness, sadness, anxieties concerning finances, fears of losing control, feeling confused, losing an interest in life, loss of esteem, and feelings of betrayal and rejection. The Plaintiff was too tearful and distressed to be assessed formally on that occasion, but as the symptoms were predominantly depressive, Citalopram was prescribed.

b. At a further appointment on 12 August 2008, the Plaintiff had shown improvement, but still appeared worried, and a formal assessment of his mental functioning revealed that he had difficulty with attention, short term memory, and concentration. In the circumstances, Citalopram was continued.

- c. At a further appointment on 8 September 2008 the Plaintiff had again shown improvement, although he still had some difficulty with attention, and the Citalopram was discontinued.

- d. In her opinion, the Plaintiff had suffered from an adjustment disorder as a result of his accident, with depression and anxiety, which had resolved as the Plaintiff accepted his retirement and found other activities, although there was still mild impairment in his mental function that would need to be reassessed at six-monthly intervals.

Particulars of Loss

17. The particulars of loss claimed by the Plaintiff are more fully particularised in the schedule of loss annexed hereto.

18. In summary, the Plaintiff claims the following sums in respect of general damages for pain, suffering and loss of amenity:
 - a. In respect of physical injury to the Plaintiff's arm – C\$ 40,000 – C\$61,200;
 - b. In respect of physical injury to the Plaintiff's jaw - C\$6,080 – C\$ 8,160; and
 - c. In respect of psychological damage – C\$1,600 – C\$6,000.

19. At all material times, health insurance cover was provided to the Plaintiff by CINICO.

The terms of the policy provided, amongst other things, that the Plaintiff is obliged to reimburse CINICO, dollar for dollar, for all sums expended by CINICO in respect of his treatment from any compensation recovered from any third party. The Plaintiff avers that upon any award of damages in respect of the claim a debt will crystallise in favour of CINICO to the full amount of the award or, if the award exceeds the medical expenses incurred, the full amount of the medical expenses incurred.

20. The Plaintiff claims special damages in the following sums totalling:

- a. Medical expenses (inclusive of deductible/co-pay) - US\$152,859.80;
- b. Out of pocket expenses - US\$30,356.28;
- c. Past care (two years at CI\$28,014.00 per annum) – CI\$50,028.00; and
- d. Future care (per annum) - CI\$28,014.00.

AND THE PLAINTIFF CLAIMS

1. General Damages to be assessed;
2. Special Damages to be assessed;
3. Interest on the above amount;
4. Costs; and

5. Such further or other relief as this Honourable Court deems just.

DATED this 30th day November, 2010

Turner & Roulstone

Turner & Roulstone
Attorney-at-Law for the Plaintiff

THIS WRIT was issued by Turner & Roulstone, Attorneys-at-law for the Plaintiff whose address for service is Strathvale House, 90 North Church Street, PO Box 2636, Grand Cayman KY1-1102, Cayman Islands.



August 27, 2008

To Whom It May Concern:

Mr. James McLaughlin is an 81 year old male from the Cayman Islands who suffered a right forearm crushing injury on January 16, 2008. He was transferred to Tampa, Florida and underwent surgery on January 20, 2008, and again on January 24, 2008 for Open reduction internal fixation of open fractures of the radius, ulna, and metacarpals. He has continued to recover from his injuries, requiring physical therapy to regain range of motion. He required additional surgery on March 11, 2008 for removal of hardware of his right hand.

The patient was given a final examination with review of current x-rays on August 22, 2008. Upon review of the x-ray, it was noted that the patient had developed a heterotopic ossification. Surgical intervention was offered to the patient in an effort to improve supination. The patient is quite satisfied with his current motion of the fingers, hand and wrist. He wishes to continue working in physical therapy, where he is making progress. He will continue with therapy at this time working to improve range of motion, as well as strengthening. He has no complaints of pain at this time.

Mr. McLaughlin does have limitations, however. These will most likely be permanent affecting his pronation as well as supination. The motion of his hand and wrist should return to near normal. Overall, I feel that his impairment is 39% whole person, 65% upper extremity. These rates were calculated using the 1996 Florida Uniform Permanent Impairment Rating Schedule.

If you have any questions or concerns, please do not hesitate to contact my office.

Sincerely,

Scott S. Gargas, MD JD
President
Advanced Hand and Plastic Surgery Center, LLC

Tel: (345) 949-8600
Fax: (345) 949-2998
Authority



Cayman Islands
Health Services

Box 915 GT
Cayman Islands

11/09/2008

PSYCHIATRY REPORT
James Burke McLaughlin
D.O.B. 11/05/1927

Mr. McLaughlin was first seen by me on July 30, 2008. The history is that the client suffered fractures of right radius, ulna and 3rd, 4th and 5th metacarpals which were work related and needed extensive treatment.

He has not regained full use of the hand and has since been retired from his job. On his first visit he reported that he had much difficulty coping with the injury and the way his termination was handled and complained of difficulty sleeping, bad dreams, nervousness, sadness, anxieties concerning finances, fears of losing control, feeling confused and losing interest in life.

He described a sense of lost esteem, feelings of betrayal and rejection and initially was very tearful and too distressed to be assessed formally.

Since his symptoms were predominantly depressive. I prescribed Citalopram for him and reviewed him two weeks later.

On August 12, 2008 he was calmer and smiled intermittently although he still appeared worried. A formal assessment of his mental functioning indicated that he was fairly well oriented in time but had difficulty with attention, short term memory and concentration.

We continued treatment with anti depressant and at next visit on September 8, 2008 he was doing better and showed improvement in memory, and concentration but still had some difficulty in the area of attention.

He had also discontinued the Antidepressant on his own the previous week because of a rash and said he was fine without it. His affect was cheerful and calm, he gave no indication of nervousness, his sleep had improved and was back to normal, he was active at home and he denied any worrying.

I concluded that Mr. McLaughlin was suffering from an adjustment disorder with depression and anxiety which resolved as he accepted his retirement and found other activities.

There is still mild impairment in his mental functioning but this will be reassessed at six monthly intervals.

Signed _____

Alay
A. L. McGill M.B. B.S. D.M. (Psych.)



Advanced Hand and Plastic Surgery Center, LLC

March 12, 2009

To Whom It May Concern:

James McLaughlin is a patient under my care for an open fracture of both bones of the right forearm caused by an accident in January 2008. Mr. McLaughlin was reassessed on February 18, 2009 and at that time, it was noted that the patient had a rash on his right forearm. His range of motion (pronation and supination) was limited due to Heterotopic ossification. The recommended treatment for this condition is surgical repair to remove the ossification.

The patient is fearful of undergoing repair surgery and another year of therapy. Because of this, it leaves him no option but to live with skin irritation at the original surgical site which appears sporadically and with a limited range of motion.

If you have any further questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott S. Gargasz". The signature is fluid and cursive.

Scott S. Gargasz, MD

Advanced Hand and Plastic Surgery Center, LLC

Tel: (345) 949-8600
Fax: (345) 949-2998



Cayman Islands
Health Services Authority
Box 915 GT
Cayman Islands

16th April 2009

TO WHOM IT MAY CONCERN

RE: MR. JAMES B. MCLAUGHLIN, MRN: 140165, DOB: 11th May 1927

Mr. James McLaughlin was seen in the George Town Hospital's Emergency Room on 16th January 2008, for injuries to his right forearm and hand. He gave a history of sustaining a crush injury to his right forearm and hand while at work. He was brought in by an ambulance. On examination, vital signs were normal. Right forearm and hand had deep and extensive contaminated lacerations. There was no vascular insufficiency. Function of the medial and ulnar nerves were intact. X-rays showed severely fragmented (comminuted) fractures of right radius and ulna with angulation and fractures of the right 3rd, 4th and 5th metacarpals.

Mr. McLaughlin was taken to the Operating Room on the morning of the injury. Under general anaesthesia, open wounds and fractures of the right forearm and hand were thoroughly irrigated and debrided. Forearm fractures were stabilized by applying external fixation to the radius and ulna. Metacarpal fractures were bandaged. Arrangements were made for overseas transfer and management under a hand surgeon in Tampa, Florida. Mr. McLaughlin was transferred to Tampa by an air ambulance on 18th January 2008.

Mr. McLaughlin underwent revision debridement and internal fixation and bone grafting of both bones of the right forearm and internal fixation of right 3rd, 4th, and 5th metacarpals and splint skin grafting under Dr. Gargas on 20th January 2008. Progress was satisfactory. Wounds and fractures healed satisfactorily over the following months. However, there is permanent residual stiffness of the forearm due to soft tissue calcification. Excision surgery and removal of the hardware was discussed and offered by Dr. Gargas. Mr. McLaughlin decided to accept the restriction and also to leave the hardware in.

Mr. McLaughlin returned to the Outpatient Clinic in November 2008 with a rash and redness of the right forearm. Dermatology consult was sought. The Dermatologist diagnosed the condition as contact allergic dermatitis secondary either to the hardware or implanted foreign bodies at the time of the crush injury. It is well controlled with topical medications.

In summary, Mr. James McLaughlin sustained a severe and limb threatening crush injury to his right forearm and hand resulting in multiple comminuted open fractures and soft tissue injuries. He had two major surgical procedures and intensive physical and rehabilitation therapy. There is residual permanent restriction of pronation and supination, flexion and extension of fingers. There is also recurrent dermatitis. Taking into account the permanent reduction in movement of the right forearm, wrist and hand and the recurrent dermatitis, Mr. McLaughlin has about 80% loss of function in that limb. Even though Mr. McLaughlin decided not to have the hardware removed, there is a small risk of the hardware getting infected and requiring it be removed in future. Mr. McLaughlin is permanently unfit to take up any strenuous activity with his right upper limb.

HEALTH SERVICES AUTHORITY



**DR. KADIYALA SEKHAR, M.S. (Ortho)
CONSULTANT ORTHOPAEDIC SURGEON**

KS/pe

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO OF 2010

BETWEEN:

MR JAMES MCLAUGHLIN

PLAINTIFF

AND:

CARIBBEAN MARINE SERVICES LIMITED

DEFENDANT

**SCHEDULE
OF LOSS**

1. The Plaintiff was born on 11 May 1927, and is aged 83 years. At all material times, he worked as a Linesman for the Defendant, a company providing a ferry service in George Town Harbour.
2. On 16 January 2008, the Plaintiff was in the process of securing the docking lines of a vessel called the *Caribe Sky*, and had secured the aft cleat, when the *Caribe Sky* moved off, causing the lines to snap free of the *Caribe Sky* and strike his arm, causing him injuries.

3. The Plaintiff's physical injuries are described by Dr Gargas, President of the Hand & Plastic Surgery Centre, in letters dated 27 August 2008 and 12 March 2009, and Dr Sekhar, Consultant Orthopaedic Surgeon of the Cayman Islands Health Services Authority, in a letter dated 16 April 2009, as follows:

- a. The Plaintiff suffered a right forearm and hand crushing injury on the morning of 16 January 2008, and attended George Town Hospital, where his right forearm and hand were found to have deep and extensive contaminated lacerations, and x-rays revealed severely fragmented fractures of the right radius and ulna, with angulation and fractures of the third, fourth and fifth metacarpals.
- b. The Plaintiff was taken to theatre that morning, where the open wounds and fractures of the right forearm and hand were thoroughly irrigated and debrided, the forearm fractures were stabilised by applying external fixation to the radius and ulna, and the metacarpal fractures were bandaged.
- c. On 18 January 2008, the Plaintiff was transferred to Tampa, Florida, where he underwent further surgery on 20 and 24 January 2008 for revision debridement, internal fixation, and bone grafting of both the radius and ulna, internal fixation of the right third, fourth, and fifth metacarpals, and splint skin grafting.

- d. Since then, he has required physical therapy to regain a range of movement, and further surgery in Tampa on 11 March 2008 for removal of the metalwork from the hand.
- e. On review of x-rays at an out patient appointment in Tampa on 22 August 2008, it was noted that the Plaintiff had developed heterotrophic ossification in the right hand. Surgery was offered to the Plaintiff to improve the range of movement in the right hand, but the Plaintiff was fearful of further surgery, and in the circumstances was content to continue to work with therapy to improve range of movement and strength.
- f. In November 2008, the Plaintiff attended the George Town Hospital again with a rash and redness on his right forearm. He was seen by a Dermatologist, Dr. Claire who diagnosed contact allergic dermatitis secondary either to the hardware, or implanted foreign bodies at the time of the crush injury. This condition is managed with topical medications.
- g. The Plaintiff has been left with permanent restriction affecting both pronation and supination, and weakness. His impairment is 39% in respect of his whole person, and 65% in respect of his upper extremity, calculated with reference to the 1996 Florida Uniform Permanent Impairment Rating Schedule.
4. As a result of these injuries, Mr McLaughlin has been left with physical symptoms, such that he has: (a) needed daily therapy at home, and therapy at

hospital; (b) had to rely on others to do basic tasks, including the gardening and maintenance work around the house; and, (c) has not been able to pursue hobbies he previously enjoyed, such as fishing.

5. As for the Plaintiff's psychiatric injuries, Dr McGill, a psychiatrist, set out in a report dated 11 September 2008 that:

- a. When he first saw the Plaintiff, on 30 July 2008, the Plaintiff's psychological symptoms included: difficulty coping with the injury and the way the termination of his employment was handled, difficulty sleeping, bad dreams, nervousness, sadness, anxieties concerning finances, fears of losing control, feeling confused, losing an interest in life, loss of esteem, and feelings of betrayal and rejection. The Plaintiff was too tearful and distressed to be assessed formally on that occasion, but as the symptoms were predominantly depressive, Citalopram was prescribed.
- b. At a further appointment on 12 August 2008, the Plaintiff had shown improvement, but still appeared worried, and a formal assessment of his mental functioning revealed that he had difficulty with attention, short term memory, and concentration. In the circumstances, Citalopram was continued.
- c. At a further appointment on 8 September 2008 the Plaintiff had again shown improvement, although he still had some difficulty with attention, and the Citalopram was discontinued.

- d. In the opinion of Dr. McGill, the Plaintiff had suffered from an adjustment disorder as a result of his accident, with depression and anxiety, which had resolved as the Plaintiff accepted his retirement and found other activities, although there was still mild impairment in his mental function that would need to be reassessed at six-monthly intervals.

Pain, suffering, and loss of amenity

6. The JSB Guidelines (ninth edition) provide the following relevant brackets in respect of arm injuries

Injuries resulting in Permanent and Substantial Disablement

Serious fractures of one or both forearms where there is significant permanent residual disability whether functional or cosmetic. (£25,000 - £38,250)

Less Severe Injury

While there will have been significant disabilities, a substantial degree of recovery will have taken place or will be expected. (£12,250 to £25,000)

7. It is the Plaintiff's case that the upper of these two brackets is appropriate for an injury of this type, given the substantial disability the Plaintiff has been left with. Nevertheless, given the Plaintiff's age, the Plaintiff will accept that an award at the lower end of that bracket is appropriate in this case.
8. The JSB Guidelines (ninth edition) provide the following relevant bracket in respect of psychiatric damage:

Minor

The level of the award will take into consideration the length of the period of disability and the extent to which daily activities and sleep were affected. Awards have been made below this bracket in cases of temporary anxiety (£1,000 - £3,750)

9. It is the Plaintiff's case that an award at the top end of this bracket is appropriate.

Whilst the symptoms were relatively short lived, they were during that period extensive and intrusive, and there is some minor ongoing impairment.

10. The JSB Guidelines (ninth edition) provide the following relevant bracket in respect of a fractured jaw:

Minor

Simple fractures requiring immobilisation but from which a recovery is complete (£3,800 to £5,100).

11. It is the Plaintiff's case that an award in the middle of this range is appropriate.

Total claimed: £32,500

Medical expenses

12. The Cayman Islands National Insurance Company ("CINICO") have provided a schedule of the medical expenses incurred in respect of the Plaintiff, totalling US\$149,700.15, with US\$136,828.71 paid by CINICO, and US\$12,871.44 to be paid by the Plaintiff.

13. CINICO has confirmed that it intends to pursue any claim for reimbursement under the provisions contained in the policy in order to recover the value of the payments they have made, or are liable for, this head of claim is valued at US\$149,700.15.

14. In addition, the Plaintiff was unable to travel to Florida for further out-patient treatment July 2008 due to anxiety attacks, and in the circumstances arrangements were made for the consulting surgeon to visit the Cayman Islands for further consultations between 21-24 August 2008 resulting in the following costs: airline ticket \$464.05; rental car \$220.50 and accommodation cost \$2,475, totaling \$3,159.65.

Total claimed: US\$152,859.80

Out of pocket expenses

15. In addition to the medical expenses outlined above, the Plaintiff has incurred the following out of pocket expenses as a result of his accident:

16. Energy Supplements: The Plaintiff was advised by his treating clinicians following surgery to take energy supplements with solid foods until he had regained his strength. A total of 3 cases, at \$28 per case, were purchased between January and March 2008. Further, the Plaintiff was put on a restricted diet for a

three month period following surgery, which required the purchasing of special food items:

Description	US\$
Energy Supplements	84.00
Special Dietary Items	349.81
Total	433.81

17. Personal Items: Various personal items were required by the Plaintiff following surgery, and had to be purchased, including oversized pyjamas so as to allow easier access to the injured arm, special hosiery necessary to prevent post-operative blood clots and enhance circulation, a cast bag to prevent the arm cast from getting wet, and other necessary medical supplies: Bayer Aspirins to improve blood circulation, Flex cream to keep the skin around the arm moist, avoid stiffening and cracking.

Description	US\$
Oversized pyjamas	35.95
Special Hosiery	10.98
Cast bag	45.76
Medical supplies	38.66
Total	130.35

18. Accommodation: The Plaintiff had to be flown, via air ambulance, to Florida for surgery on 18 January 2008, and whilst surgery took place on 20 and 24 January 2008, he had to remain in Florida for out patient appointments until 13 February, when he returned to Grand Cayman on a commercial flight. The Plaintiff returned to Florida on 10 March 2008 for further out patient treatment 12 March 2008. Accordingly, the Plaintiff was required to rent an apartment for himself, and the members of his family who travelled with him, in the period between 18

January and 12 March 2008, incurring costs of rent and utilities. In addition, telephone calls were made and received to keep relatives and friends informed about the Plaintiff's health:

Date	Description	US\$
1/18-2/13 3/10-12	Accommodation Jan 18-Feb 13 th Mar 10-12 th	995.00
1/18-2/13 3/10-12	Utilities	254.89
	Telephone Calls	2,029.62
Total		3,279.51

19. Medication: The Plaintiff required the following medications during the period of out-patient treatment in Florida that were not paid for by insurance.

Date	Description	US\$
Jan 2008	Medication Augment in – poly-iron –hydrocodone	304.24
Feb 2008	Medication Augment in – poly-iron –hydrocodone	233.79
Mar 2008	Medication	17.39
Total		555.42

20. Physiotherapy: the Plaintiff was required to undergo a program of physiotherapy between February and December 2008, which also necessitated the purchase of some exercise equipment for use at home, including: weights, resistance bands, rope with a pulley, squeeze balls of difference resistance and exercise bars.

Description	US\$
Therapy Equipment	260.00
Home Therapy Feb-Dec 08 1hr per day x 323day xUS\$67=	\$21,641.00
Total	21,901.00

21. Transportation: The following costs were incurred by the Plaintiff and his family, who provided essential care, both in the form of physical and emotional support, flying to and from Tampa for treatment in the period between 18 January 2008 and 24 August 2008. It was necessary for the Plaintiff to rent a car while in Florida to enable him to attend doctor's appointments, hospital appointments and physiotherapy sessions.

Date	Description	US\$ AMT
18/01/2008	Airline ticket to Tampa for the Plaintiff's wife.	444.80
18/01/2008	Airline to Tampa for the Plaintiff's daughter, Ganita, who escorted his wife.	444.80
20/01/2008	Return ticket for the Plaintiff's daughter, Diane, who went on the air ambulance.	201.40
30/01/2008	Vehicle gas	513.70
03/02/2008	Airline ticket from Tampa for the Plaintiff's daughter, Ganita.	350.05
10/02/2008	Vehicle gas	278.96
13/02/2008	Airline ticket from Tampa for the Plaintiff (first half up in air ambulance)	201.40
11/03/2008	Airline ticket for the Plaintiff to return to Tampa for further surgery	278.05
11/03/2008	Airline ticket for the Plaintiff's wife so that she could accompany him.	278.05
11/03/2008	Airline ticket for the Plaintiff's daughter so that she could accompany them.	278.05
12/03/2008	Vehicle gas	102.38
21/08/2008	Airline ticket to Tampa for the Plaintiff's follows up consultation.	464.05
21-24/08/08	Rental car	220.50
Total		4056.19

Total claimed: US\$30,356.28

Home Care:

Please note that past physiotherapy was accounted for under Home therapy item 20. \$21,641.00

22. The Plaintiff expects to incur the following expenses for past care required, including assistance with gardening, housework and DIY, which, but for the accident, the Plaintiff would have attended to personally:

Annual Care

Description	Cost (CI\$)	Notes
Home Therapy	23,725.00	365 hours annually at CI\$65 per hour.
Medications/ creams	189.00	\$15.75 per tube x 12 months
Arthritis Treatment	420.00	\$35 per treatment x 12 months
Total CI\$	24,334.00	

Annual Home Maintenance

Description	Cost (CI\$)	Notes
Paint	2,300.00	Interior / Exterior painting.
Gardening	1,680.00	Garden maintenance at CI\$140 per month.
Minor Repairs	700.00	General house repairs and maintenance.
Total CI\$	4,680.00	

Total claimed: CI\$28,014.00 per year for two years: CI\$58,028.00

**MATTHEW BARNES
MARK GOODMAN**