

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ¹⁴⁸ OF 1997

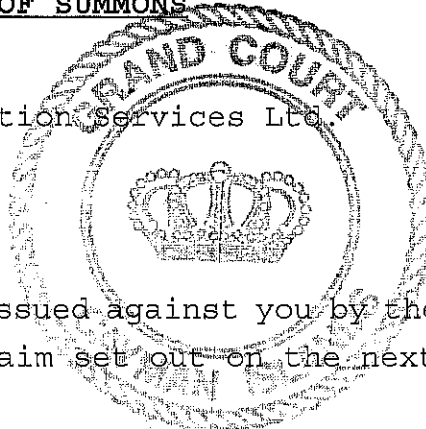
BETWEEN: BRITISH CAYMANIAN INSURANCE COMPANY LIMITED PLAINTIFF

AND: ACE RENT-A-CAR LTD.
trading as Hertz Rent-a-Car DEFENDANT

MAR -6.1997

WRIT OF SUMMONS

TO: Ace Rent-A-Car Ltd.
c/o International Corporation Services Ltd.
P. O. Box 847
1 Regis Place
George Town



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 495G, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement 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 6th day of March 1997.

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 Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is a company registered under the Laws of the Cayman Islands and has a place of business at P.O. Box 74, Elizabethan Square, George Town. It is the holder of a Class "A" Insurers Licence issued under Section 4 of the Insurance Law (1995 Revised) and is licensed to carry on general insurance business within the Cayman Islands.

2. The Defendant is a company also registered under the Laws of the Cayman Islands and has its registered office at International Corporation Services Ltd., P.O. Box 472, 1 Regis Place, George Town, Grand Cayman. Its principal place of business is at the Airport Plaza, Airport Road, George Town, Grand Cayman. It is engaged in the business of car hire and has traded under the name Able Ace Rent-a-Car and currently trades under the name Hertz Rent-a-Car.

3. During the period 19th August 1992 to 25th August 1996 the Plaintiff in consideration of the payment of a premium issued to the Defendant various policies of insurance ("the policies") by which they agreed to indemnify the Defendant against any liability which the Defendant may incur in respect of the death of, or bodily injury to any person or damage to any property caused by any motor vehicle owned by the Defendant in the Cayman Islands being a policy of insurance under Section 4 of The Motor Vehicle Insurance (Third Party Risks) Law 1990.

4. Pursuant to Endorsement No. 10 to the Policies it was expressly provided that the Defendant would be liable for the first CI\$1,000.00 in respect of each claim made under a policy.

5. On the following dates during the currency of the policies the under mentioned motor vehicles owned by the Defendant were involved in accidents as a result of the negligent driving of persons authorised to drive by the Defendant causing loss and damage to third parties (hereinafter referred to as "the third party liabilities").

1. Honda Civic	Reg No. 39809	Date: 6 January 1993
2. Suzuki Sidekick	Reg No. 49830	Date: 16 August 1995
3. Honda Civic	Reg No. 39802	Date: 5 August 1995
4. Ford Escort	Reg No. 49777	Date: 12 December 1995
5. Daihatsu Rock	Reg No. 40214	Date: 27 April 1996
6. Honda Civic	Reg No. 39804	Date: 2 May 1996

6. In terms of the Policies the Plaintiff indemnified the Defendant in respect of the third party liabilities. The Defendant pursuant to Endorsement 10 to the policies is liable to pay the Plaintiff CI\$1,000.00 in respect of each claim for a total of CI\$6000.00.

7. Despite repeated written requests by the Plaintiff and their Attorneys-at-Law the Defendant has failed and refused to pay said sum or any part thereof.

MAR.-6.1997

And the Plaintiff claims:

1. Payment of the total sum as set out below together with pre-judgment interest at the rate of 7-3/8% p.a. from the following dates until payment:

(a) 6 January 1993	-	CI\$1,000.00
(b) 5 August 1995	-	CI\$1,000.00
(c) 16 August 1995	-	CI\$1,000.00
(d) 12 December 1995	-	CI\$1,000.00
(e) 27 April 1996	-	CI\$1,000.00
(f) 2 May 1996	-	CI\$1,000.00

Total CI\$6,000.00

2. Costs.

3. Such further and or other relief as this court deems appropriate.

Dated this 6th day of March 1997

C.S. Gill + Co

C.S. Gill & Co.

Attorneys-at-Law for the Plaintiff

MAR-6-1997



Filed by C.S. Gill & Co. Attorneys-at-Law of P.O. Box 945, 4th Floor, Genesis Building, George Town, Grand Cayman, Attorney-at-Law for the Plaintiff herein whose address for service is that of its said attorneys-at-law.

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AND: ACE RENT-A-CAR LTD. DEFENDANT
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ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)

yes no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (*tick box*)

yes

Service of the Writ is acknowledged accordingly

(Signed)

[Attorney] for

[Defendant in person]

Address for service:

Please complete overleaf

Notes on address for service

Attorney: Where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by Plaintiff's Attorney (or by Plaintiff if suing in person) of his name, address and reference, if any, in the box below.

C.S. GILL & CO.
4th Floor Genesis Building
PO Box 945
George Town
Grand Cayman
Ref: SJB

Indorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below.

[Empty box for Defendant's Attorney indorsement]