

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 126 OF 2013

BETWEEN: FIRSTCARIBBEAN INTERNATIONAL BANK
(CAYMAN) LIMITED

PLAINTIFF

AND: JACINDA ROBINSON-FACEY
CARVEL FACEY

DEFENDANTS

WRIT OF SUMMONS

TO: Jacinda Robinson-Facey
PO Box 55
Grand Cayman KY1-1801
Cayman Islands

AND TO: Carvel Facey
Grand Cayman
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 28 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 495GT, George Town, Grand Cayman, 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 10th day of April 2013

NOTE – This Writ may not be served later than 4 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 is a bank carrying on business at FirstCaribbean House, 25 Main Street, P.O. Box 68, George Town, Grand Cayman KY1-1102, Cayman Islands.
2. The Defendants are and were at all material times customers of the Plaintiff.

VEHICLE LOAN ACCOUNT #10392679

3. On or around 27 May 2009, the Plaintiff granted a vehicle loan (the "Car Loan") in the amount of CI\$22,230.00 to purchase a 2009 Honda Civic in the First Defendant's name solely. The Car Loan repayments were arranged at CI\$342.83 monthly payments for a period of 72 months with interest accruing at the rate of 3.5%.
4. The First Defendant failed to meet her obligations and the vehicle was auctioned and the proceeds of CI\$7,000 were applied to the loan on 2 August 2011.
5. By a letter dated 28 June 2012, the Plaintiff's attorneys made a written demand for repayment of the Car Loan but the First Defendant has failed to repay the whole or any part of the amount outstanding.
6. As at 22 January 2013, the First Defendant was indebted to the Plaintiff in respect of the Car Loan in the amount of CI\$10,390.09 with interest in the amount of CI\$786.65.

OVERDRAFT FACILITY #10355396

7. On or around 14 May 2010, the Plaintiff loaned the First Defendant an overdraft facility (the "Overdraft Loan") in the amount of CI\$1,900.00 solely for personal expenses. The Overdraft Loan repayments were arranged at interest accruing at the rate of 5.25% per annum for the time being with an expiration date of November 2012.
8. The First Defendant failed to meet her obligations.
9. By a letter dated 28 June 2012, the Plaintiff's attorneys made a written demand for repayment of the Overdraft Loan but the First Defendant has failed to repay the whole or any part of the amount outstanding.
10. As at 22 January 2012, the First Defendant was indebted to the Plaintiff in respect of the Overdraft Loan in the amount of CI\$2,240.21 with interest in the amount of CI\$7.08.

FURNITURE LOAN #10440721

- 11. On or around 9 July 2010, the Plaintiff loaned the Defendants a personal loan in the amount of CI\$7,300.00 to purchase furniture (the "Furniture Loan"). The Furniture Loan repayments were arranged at monthly payments of CI\$136.91 for a period of 60 months interest accruing at the rate of 4.75% per annum for the time being.
- 12. The Defendants failed to meet their obligations.
- 13. By a letter dated 28 June 2012, the Plaintiff's attorneys made a written demand for repayment of the Furniture Loan but the Defendants have failed to repay the whole or any part of the amount outstanding.
- 14. As at 22 January 2012, the Defendants were indebted to the Plaintiff in respect of the Furniture Loan in the amount of CI\$6,022.84 with interest in the amount of CI\$543.00.

LOAN FOR DEPOSIT AND LEGAL FEES ACCOUNT#10441096

- 15. On or around 5 August 2010, the Plaintiff loaned the Defendants a personal loan in the amount of CI\$8,505.00 to provide 5% deposit required to complete purchase of residential property and the associated legal fees (the "Personal Loan"). The Personal Loan repayments were arranged at monthly payments of CI\$154.71 for a period of 60 months interest accruing at the rate of 3.5% per annum for the time being.
- 16. The Defendants failed to meet their obligations.
- 17. By a letter dated 28 June 2012, the Plaintiff's attorneys made a written demand for repayment of the Personal Loan but the Defendants have failed to repay the whole or any part of the amount outstanding.
- 18. As at 22 January 2012, the Defendants were indebted to the Plaintiff in respect of the Personal Loan in the amount of CI\$7,135.46 with interest in the amount of CI\$461.92.

LOAN FOR REFINANCING ACCOUNT#10441097

- 19. On or around 5 August 2010, the Plaintiff loaned the Defendants a personal loan in the amount of CI\$5,130.00 to refinance existing loan #10428482 and pay off CI\$3,730.99 with additional funds to assist with the purchase of furniture estimated at CI\$10,000 (at staff preferential rate) (the "Refinancing Loan"). The Refinancing Loan repayments were

arranged at monthly payments of CI\$93.32 for a period of 60 months interest accruing at the rate of 3.5% per annum for the time being.

20. The Defendants failed to meet their obligations.
21. By a letter dated 28 June 2012, the Plaintiff's attorneys made a written demand for repayment of the Refinancing Loan but the Defendants have failed to repay the whole or any part of the amount outstanding.
22. As at 22 January 2012, the Defendants were indebted to the Plaintiff in respect of the Refinancing Loan in the amount of CI\$4,249.75 with interest in the amount of CI\$236.61.

AND THE PLAINTIFF CLAIMS:

23. Payment of the principal sum of CI\$10,390.09 outstanding on the Car Loan #10392679 together with interest pursuant to the account 22 January 2013 accruing at the rate of 3.5% per annum until payment or judgment, or alternatively judicial interest;
24. Payment of the principal sum of CI\$2,240.21 outstanding on the Overdraft Loan #10355396 together with interest pursuant to the account 22 January 2013 accruing at the rate of 5.25% per annum until payment or judgment, or alternatively judicial interest;
25. Payment of the principal sum of CI\$6,022.84 outstanding on the Furniture Loan #10440721 together with interest pursuant to the account 22 January 2013 accruing at the rate of 4.75% per annum until payment or judgment, or alternatively judicial interest;
26. Payment of the principal sum of CI\$7,135.46 outstanding on the Personal Loan #10441096 together with interest pursuant to the account 22 January 2013 accruing at the rate of 3.5% per annum until payment or judgment, or alternatively judicial interest;
27. Payment of the principal sum of CI\$4,249.75 outstanding on the Refinancing Loan #10441097 together with interest pursuant to the account 22 January 2013 accruing at the rate of 3.5% per annum until payment or judgment, or alternatively judicial interest;
28. Ad valorem fees of CI\$300.38 CI\$200.00 filing fee;
29. Costs;
30. Further or other relief.

DATED this 10th day of April 2013

WALKERS

WALKERS

Attorneys at Law for the Plaintiff

This Writ is issued by Walkers, Attorneys at Law, Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9001, for the Plaintiff whose address for service is care of its said Attorneys at Law.