

IN THE GRAND COURT OF THE CAYMAN ISLANDS

BETWEEN

CASE NO: GC ^{GOO74} of 2014

MARQUISS ROLLIN MCLAUGHLIN

Plaintiff

And

FIRST CARIBBEAN INTERNATIONAL BANK

First Defendant

And

FIDELITY INSURANCE (CAYMAN) LTD

Second Defendant



WRIT OF SUMMONS

TO:

FIRST CARIBBEAN INTERNATIONAL BANK
PO BOX 68GT
GRAND CAYMAN, KY1-1102
CAYMAN ISLANDS

AND TO:

FIDELITY INSURANCE (CAYMAN) LTD
36A DR. ROY'S DRIVE
PO BOX 914
GRAND CAYMAN, KY1-1103
CAYMAN ISLANDS

THIS WRIT 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 service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the court office, P.O. Box 495. George Town, Grand Cayman, the accompanying *Acknowledgment of Service* form stating therein whether you intend to contest this action. If you intend to defend the action; in whole or in part, you must set out full particulars of your defence in the space provided in the *Acknowledgment of Service* form.

IF YOU FAIL to satisfy the claim or fail to return the *Acknowledgment of Service* form containing full

particulars of your defence, the Plaintiff may apply for a default Judgment without any further notice to you.

Issued this..... Day of 2014.

see overleaf for particulars of the plaintiff's claim.

PARTICULARS OF CLAIM

1. At all material times the Plaintiff was the owner occupier of a property located at 566 John McLean Drive, East End, Grand Cayman (the 'Property').
2. The First Defendant was the principle lender in relation to a loan the Plaintiff secured to build the Property.
3. The second Defendant was the provider of building insurance services to the Plaintiff.
4. In 2011 the Plaintiff took out an insurance policy number CAYH02183 with the Second Defendant to insure the Property.
5. In or around May 2012 the Plaintiff contacted the First Defendant to advise that he could not afford to renew the policy.
6. It is the standard operating policy of the First Defendant to deduct an insurance premium along with mortgage payment directly from his account.
7. On the 12th July 2012 the Second Defendant confirmed that no insurance cover was in place during correspondence with the First Defendant.
8. On or around September 2012 as a result of communications between the Plaintiff and the First Defendant, the First Defendant advised the Plaintiff that they would pay the insurance renewal premium. The Plaintiff was advised this by Debbie Campbell. The Plaintiff was not advised that he need to sign any other document or any further form.
9. On the 3rd October the Second Defendant received a bankers draft from the First Defendant to renew the insurance premium.

10. On or around a date between the 3rd and 8th of October the Plaintiff contacted the Second Defendant and was advised that they had received the cheque from the First Defendant. The Plaintiff was advised that the Second Defendant will contact the First Defendant and ensure the removal of the Plaintiff's wife from the policy document following their divorce. The Plaintiff was advised that he need not take any action.
11. The Plaintiff immediately contacted the First Defendant and advised of this course and was assured by Debbie Campbell that the First Defendant would deal with this matter immediately.
12. On or around mid October the Plaintiff attended at the offices of the Second Defendant and dealt with Tori Jackson. Said agent advised the Plaintiff that the Second Defendant had not yet received the letter requested concerning the removal of the wife. In the Plaintiff's presence, said agent contacted the First Defendant and advised of this. The second Defendant did not advise the Plaintiff that he need take any action and further advised that the matter would be dealt with between the respective Defendants.
13. Following receipt of the banker's draft at no stage did the Second Defendant communicate to the Plaintiff that there was a difficulty in renewing the insurance or that the insurance had not been renewed as they were dealing with the First Defendant.
14. On the 29th November 2012 the Plaintiff suffered a total loss fire at the Property.
15. On or around the 1st December the Plaintiff contacted the Second Defendant to make a claim under the policy and was informed that the policy had not been renewed.
16. On the 6th December 2012 the Second Defendant returns the cheques previously issued to the First Defendant.

17. The First and Second Defendants were negligent in that they:

PARTICULARS OF NEGLIGENCE OF THE FIRST DEFENDANT

- i. Failed or refused to implement the bank's previous procedure with regard to this client in the withdrawing of premiums from the Plaintiff's account;
- ii. Failed or refused to advise that the bank's previous procedure with regard to this client in the withdrawing of premiums from the Plaintiff's account would no longer be available;
- iii. Failed or refused to answer the request of the Second Defendant to supply a letter regarding the removal of the wife within a reasonable period of time;
- iv. Failed or refused to notify the Plaintiff that no insurance premium had been deducted from his account post the 10th February 2012;
- v. Failed to act expeditiously or at all in meeting requests from the Second Defendant;
- vi. Failed to act expeditiously or at all in meeting requests from the Plaintiff;
- vii. Failed to correctly advise the Plaintiff.

PARTICULARS OF NEGLIGENCE OF SECOND DEFENDANT

- i. Failed to notify the Plaintiff of any difficulty with the renewal of the insurance policy for the Property;
- ii. Failed to process banker's draft received from First Defendant on the 3rd October to renew the insurance policy on the Property;
- iii. Failed to process the renewal of insurance policy on behalf the Plaintiff for the Property;
- iv. Failed or refused to ensure that a policy of insurance was completed as requested by the Plaintiff and / or the First defendant;
- v. Failed or refused to put in place a policy of insurance irrespective that the wife of the Plaintiff would still be named as a beneficiary;

- vi. Failed to advise the Plaintiff that he was required to complete a further renewal form.
18. As a result of the First and / or Second Defendant's negligence the Plaintiff has suffered financial loss:

PARTICULARS OF SPECIAL DAMAGE

Replacement cost of building	CI\$263,000.00
Household items (See attached Schedule if items destroyed for individual costs)	CI\$26,741.99
TOTAL	CI\$289,741.99

19. The Plaintiff also claims interest on the said sum owing at the rate of 2 3/8% per annum.

STATEMENT REGARDING INTEREST

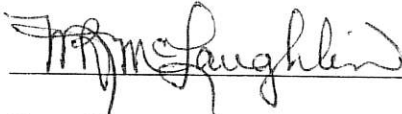
20. a) The Plaintiff seeks pre and post judgment interest from the date of issue of the plaint in accordance with the provisions of the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- b) The interest rate claimed as per the Judgment Debt (Rates of Interest) Rules at 2 3/8% per annum.
- c) Interest is claimed from the date of this plaint.

AND THE PLAINTIFF CLAIMS:

- (i) The said sum of CI\$289,741.99
- (ii) Pre and post judgment Interest on the said sum in accordance with the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- (iii) Costs

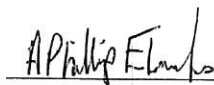
If within the time for returning Acknowledgement of Service the Defendants pay to the plaintiff Attorneys-at-Law the total amount claimed of CI\$289,741.99 together with costs of CI\$10,000 all further proceedings will be stayed.

Dated this 20th day of MAY 2014



Plaintiff's Signature

Dated this 20th day of MAY 2014



H Phillip Ebanks, Attorneys at Law for the Plaintiff

This is filed by H. Phillip Ebanks, Attorneys at Law on behalf of the Respondent, whose address for service is 62 Hospital Road Plaza, (unit H), Hospital Road, George Town, PO Box 30422, Grand Cayman KY1-1202, Cayman Islands

DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS

1. The accompanying form of Acknowledgement of Service should be completed by an Attorney on behalf of the Defendant or by Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement of Service that he intends to contest the proceedings must also serve a defense on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is not endorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defense within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgement, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by installments or otherwise.

See overleaf for notes for guidance

Please complete overleaf

Notes of Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the form of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. The Defendant acting in person may obtain help in completing the form at the Court Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

BETWEEN

CASE NO: GC.....⁰⁰⁷⁴ of 2014

MARQUISS ROLLIN MCLAUGHLIN

Plaintiff

And

FIRST CARRIBEAN INTERNATIONAL BANK

First Defendant

And

FIDELITY INSURANCE (CAYMAN) LTD

Second Defendant

**ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

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

2. State whether the Defendant intends to contest the proceedings.

_____ Yes
No _____

3. If the claim against the Defendant is for a debt or liquidation 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.

_____ Yes
No _____

Service of the Writ is acknowledged accordingly.

(Signed).....
Attorney for
overleaf

Please complete

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.

H. Phillip Ebanks
Attorney-at-Law
62 Hospital Plaza, George Town, PO
Box 30422, Grand Cayman, KY1-1202,
Cayman Islands

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