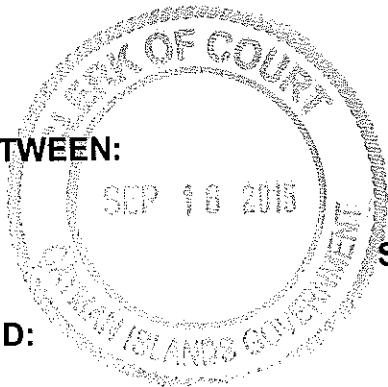


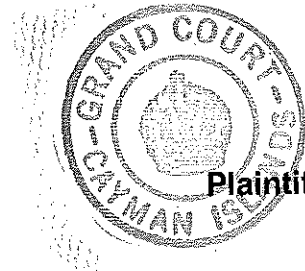
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: <sup>GO159</sup> OF 2015

BETWEEN:

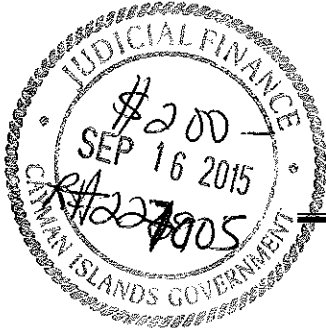


SANGELA HAYE



Plaintiff

AND:



(1) EMILY HUNTER  
(2) QUEENSGATE VEHICLE HOLDINGS LTD

Defendants

**WRIT OF SUMMONS**

**TO: Emily Hunter & Queensgate Vehicle Holdings Ltd c/o British Caymanian Insurance co Ltd, Brit Cay House, P.O. Box 74, Grand Cayman KY1-1102, 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 Courts Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment of Service within the time stated, or if you return the Acknowledgement of Service 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 14 day of September 2015

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.

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## GENERAL INDORSEMENT

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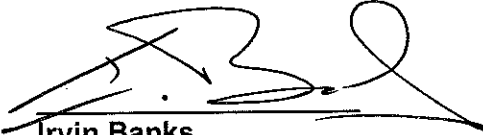
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### **The Plaintiff's claim is for General & Special Damages to be assessed.**

1. On Saturday 6 October 2012, our Client, Sangela Haye, the "Plaintiff", was driving in the vicinity of Forum Lane, Caymana Bay when she stopped at a stop light. The First Defendant, also travelling in the same direction immediately behind the Plaintiff, failed to stop and collided into the rear of the Plaintiff's vehicle, "the Accident". Liability for the Accident was admitted by the First Defendant to police at the scene. British Caymanian Insurance paid for the repairs to the Plaintiff's vehicle.
2. The Plaintiff was taken to the George Town Hospital by ambulance in severe pain since the impact of the rear end collision had resulted in whiplash injuries to the Plaintiff. Still suffering from acute leg, neck and shoulder pain, the Plaintiff undertook an MRI of the cervical spine paid for by British Caymanian Insurance (the First and Second Defendants' insurer's) at the George Town Hospital on 7 November 2012, and on 11 November 2012 our Client consulted with Dr James Akinwunmi, Consultant Neurosurgeon and Spinal Surgeon at the Chrissie Tomlinson Hospital, who confirmed that the Plaintiff was suffering from whiplash injury, namely neck and shoulder muscle spasms arising from the Accident. A further MRI was undertaken in Miami on 12 July 2013 which supported Dr Akinwunmi's findings.
3. Although various pain management medicines including Botox injections were recommended, unfortunately the Plaintiff is a post nephrectomy patient, (the Plaintiff had previously donated a kidney to her mother), and so was unable to take either over the counter (or even prescribed) pain killers for any length of time for fear of damaging her one kidney, and her insurance would not cover recommended pain management such as physiotherapy, acupuncture, steroid and Botox injections.
4. As a result of the Accident, our Client suffered constant pain which was at times debilitating, on a continuing basis. In addition to experiencing severe pain, the Plaintiff had difficulty dressing and attempting household chores. At all material times, the Plaintiff was a self-employed owner of a gardening and plant nursery business, with business contracts with the Chrissie Tomlinson Hospital and the hospitals owners' residence. After the Accident, the Plaintiff was forced to reduce her hands on involvement in the business by selling off the Plant Nursery and recruiting a sub-contractor for the hospital contract, from which she receives only a monthly stipend. The contract with the Hospital's owner's residence was terminated. A number of medical bills remain unpaid and future pain management recommendations such as Naturopathy which can only be administered in the United States, are not covered by the Plaintiff's insurance. The Plaintiff's current condition with respect of not being able to return to her previous digging, lifting and carrying heavy loads is described by Dr Akinwunmi as being permanent.
5. The Accident was due to the negligence of the First Defendant, who caused, permitted, and failed to take any adequate care for the safety of the Plaintiff, the First Defendant driving without due care and attention with regard to all the circumstances, by *inter alia* failing to remain in care and control of her motor vehicle at all times.

6. By reason of the First Defendant's aforesaid negligence the Plaintiff suffered personal injury, loss, damage and expense, and is claiming

- (a) General damages for pain suffering and loss of amenity (to be assessed);
- (b) Special damages (to be assessed);
- (c) Pre-judgment interest in accordance with the Judicature Law;
- (d) Post-judgment interest in accordance with the Judicature Law;
- (e) Court fees and legal costs;
- (f) Such further and other relief as to this Honourable Court may deem just and equitable.



**Irvin Banks**  
**Attorneys-at-Law**  
14 September 2015

**ENDORSEMENT AS TO INSURER OF MOTOR VEHICLE**

The Plaintiffs claim arises out of the use of a motor vehicle on a public road. The insurer of the Defendant named herein is British Caymanian Insurance Co Ltd, Brit Cay House, Box 74, Grand Cayman KY1- 1102, Cayman Islands.

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

**CAUSE NO:                      OF 2015**

**BETWEEN:**

**SANGELA HAYE**

**Plaintiff**

**AND:**

**(1) EMILY HUNTER  
(2) QUEENSGATE VEHICLE  
HOLDINGS LTD**

**Defendant**

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**ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS**

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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.

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

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

Yes     No

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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     No

Service of the Writ of Summons is acknowledged accordingly

(Signed) \_\_\_\_\_  
Attorney for

## NOTE 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/she must give his post office box number and the physical address of his/her residence or, if he/she does not reside in the Cayman Islands, he/she must give an address in Grand Cayman where communications for him/her 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/her name, address and reference, if any, in the box below.

Irvin Banks  
Attorney-at -Law  
14 Rosemont Close  
George Town Box 1643  
Grand Cayman KY1-1109  
Cayman Islands  
Cell Phone 325 6395  
Fax 945 9169  
[irvin.banks@candw.ky](mailto:irvin.banks@candw.ky)

Endorsement by Defendant's Attorney (or by Defendant if responding in person) of his/her name, address and reference, if any, in the box below.



**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE OF  
WRIT OF SUMMONS**

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

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

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

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for Judgment is served on the Defendant.

If the Statement of Claim is not indorsed 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 defence 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 Acknowledgment, 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 over for Notes of Guidance***

**Notes for 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 been served on the day it was delivered to him/her.
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 firm 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 acting on his 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. A Defendant acting in person may obtain help in completing the form at the Courts Office.