

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 192 OF 2017

BETWEEN:

FIDELITY BANK (CAYMAN) LIMITED

Plaintiff

AND

JEREMIAH DINO EBANKS

Defendant



PLAINT

TO:

Jeremiah D. Ebanks
P.O. Box 10825
Grand Cayman KY1-1007
Cayman Islands



THIS PLAINT 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 Plaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service 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 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 22nd day of September 2017

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times a company organised and carrying on business as a Bank pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is care of its attorneys, HSM Chambers, 68 Fort Street, George Town, PO Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is an individual who resides in the Cayman Islands with a mailing address of P.O. Box 10825, Grand Cayman KY1-1007, Cayman Islands.
3. On or about 21 August 2008, the Defendant entered into a credit agreement with the Plaintiff (the "**Credit Agreement**"). The terms of the Credit Agreement were, *inter alia*, as follows:
 - a. *"COLLECTION COSTS: If you are in default of any of these terms and conditions you shall be responsible for payment of all FBCs collection and court costs including reasonable attorney's fees.*
 - b. *TERMS AND CONDITIONS OF AGREEMENT: The Card is issued by Fidelity Bank (Cayman) Limited (FBC) and as such is subject to the following conditions:*
 - c. *The person named on the Card (Cardholder) shall sign the Card and any replacement issued following loss thereof immediately upon receipt. That the Plaintiff would advance credit to the Defendant.*
 - d. *Use of the Card in connection with the purchase of goods and/or services represents and extension of credit by the supplier. The Card may only be used within the authorized credit limit as given cardholder by FBC. The Cardholder must sign a sales voucher every time the Card is used, however, failure to sign does not relieve the Cardholder from responsibility from payment.*
 - e. *FBC will forward a statement to Cardholder once a month showing the account charges and credits since the last statement, the account balance, the minimum payment due in accordance with the Terms of Repayment and the next payment due date. The Terms of Repayment are defined below.*

- f. The Card is valid provided the Cardholder pays an Annual Fee to FBC the amount of which will be fixed by FBC each year and which is available upon request. A Late Fee is applicable when minimum payment is not received before or on the due date.*
- g. If a supplier issues a credit voucher in respect of goods returned, FBC will upon receipt of the credit voucher from the supplier, credit the amount of the voucher to the appropriate account. Unless a credit voucher is issued and sent to FBC, the account is payable in full and no claim by the Cardholder against the supplier may be the subject of set-off or counterclaim against FBC.*
- h. The outstanding balance Cardholder's account shall become due and payable to FBC on the Cardholder's bankruptcy or death or (at the discretion of FBC) if the Cardholder is in breach of any Conditions of Use.*
- i. Overdue accounts are subject to collection and all collections costs including, but not limited to, legal expenses incurred shall be charged to the Cardholder, and shall be payable him/her on demand.*

TERMS OF REPAYMENT

- j. The Cardholder may pay amounts due on or before the date for payment contained in the statement. "Payment" means either cash or cheque (with is subsequently duly honoured) in the hands of FBC by the close of business on or before the due date.*
 - k. The Cardholder may extend payment (including a service fee and interest) providing that a monthly repayment of \$50.00 or 5% of the outstanding balance (whichever is greater) is made.*
 - l. OTHER FEES AND CHARGES: When you receive the Card, you will also receive a notice detailing current prevailing interest rates, service charges, penalty fees and the annual fees. The annual fee will appear on your first monthly statement and is not refundable. In the subsequent years, annual fees are charged on the anniversary statement each year. You will pay all applicable fees and charges communicated to you. You understand that these fees and charges are not refundable in the event of termination of the Credit Card account."*
4. In accordance with the Fees Guide attached to the terms and conditions of the Credit Card, interest is to accrue at the rate of 18% per annum.

5. The Plaintiff advanced credit to the Defendant from time to time in accordance with the terms of the Credit Agreement.
6. The Defendant defaulted on the terms of payment and as of the date of issue of these proceedings the Defendant, pursuant to the terms of the Credit Agreement, owed to the Plaintiff the principal sum of US\$5,141.34 plus interest at the rate of 18% per annum and accruing at the rate of US\$2.53 per day.
7. The Defendant acknowledged the debt by executing a Promissory Note on or about 22 February 2016, for the repayment of the debt at the rate of CI\$400 per month commencing 28 February 2016 and by the end of each subsequent month thereafter. As of the date of these proceedings, the Defendant has only made one payment of CI\$400.00 on 20 May 2016 towards the outstanding debt.
8. The Defendant has either failed or neglected to make full payment to the Plaintiff. Less the payment received from the Defendant, the outstanding balance is US\$5,141.34 plus interest at the rate of 18% per annum from 21 September 2017 and accruing at US\$2.53 per day.
9. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) US\$5,141.34 being the principal sum due;
- b) Interest at the rate of 18% per annum from 21 September 2017 to date in accordance with the terms of the Credit Agreement and continuing at the rate of US\$2.53 per day;
- c) Costs on an indemnity basis in accordance with the terms of the Credit Agreement as set out in paragraph 3(a) ; and
- d) Such further and other relief as the Court may deem just.



HSM Chambers
Attorneys for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is US\$5,141.34 and interest at the rate of 18% per annum as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00 (US\$30.49). If, within the time for returning the acknowledgement of service, the defendants pay the plaintiff or its attorneys-at-law the total amount claimed in principal and the costs of issuing the Plaintiff, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

INDORSEMENT REGARDING INTEREST

1. The contractual term upon which interest is claimed is as set out in paragraph 4 above;
2. The prescribed rate of interest is 18% per annum;
3. The date from which interest is payable is 21 September 2017;and
4. The amount of interest accruing due each day is US\$2.53.

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Defendant

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address:-

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

Yes

No

3. If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

4. If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaint is acknowledged accordingly.

Defendant's Signature

Dated this day of 2017

See overleaf

PARTICULARS OF DEFENCE

1. *[Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him]*

Defendant's Signature

REMINDER -This form must be taken or sent to the Court Office, PO Box 495, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.