

Form No. 1

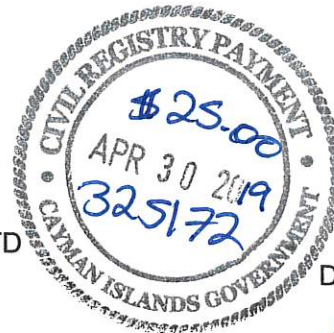
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 96 OF 2019

BETWEEN:

CAREY GARTH WILLIAMS



Plaintiff

AND:

SCOTIA BANK & TRUST (CAYMAN) LTD

Defendant



PLAINT



Scotiabank & Trust (Cayman) Ltd
18 Forum Lane
P.O. Box 689
Grand Cayman KY1-1107

This Complaint 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 the Complaint on you, counting the day of service you must either satisfy the claim or return to Court Office, PO Box 495, George Town, Grand Cayman KY1-1106, Cayman Islands, the accompanying Acknowledgement 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 Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **default Judgement** without any further notice to you.

Issued this 30th day of April 2019.

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. I Carey Garth Williams is suing Scotiabank & Trust (Cayman) Ltd in order to recover insurance premiums that were been added to my mortgage from November 2018 to current in relation to a property for which Scotiabank & Trust (Cayman) Ltd is the mortgagee. The events are as follows:
2. During the month of February 2019 I realized that there was an increase in my monthly mortgage in the amount of CI\$ 202.81. I immediately wrote the assistant manager for personal banking, Ms. Novlet Pearson-Barrett who processed the loan; however no response was received even after following-up.
3. On Friday March 8, 2019 I visited Scotiabank's head office in Camana Bay and spoke with a personal banking officer, Ms. Keyan Ekhaton who informed me that the amount was added to my mortgage because they had no information regarding insurance on the property. I informed her that on the expiration of my old property insurance policy with Cayman First Insurance Co. on September 30, 2018; I secured a new insurance policy with British Caymanian Insurance Company on October 01, 2018. Evidence of the property insurance policy was sent to Ms. Keyan Ekhaton on March 12, 2019 in order for the Scotiabank to process the refund.
4. After many email correspondences with managers; Ms. Ingrid Miller and Ms. Chervain Stuart to obtain full refund and interest, my attempts have been futile. Consequently, a registered demand letter was issued to the Scotiabank dated the March 27, 2019 which has since expired without any action by Scotiabank.
5. Based on the foregoing, I am suing Scotiabank & Trust (Cayman) Ltd as its agents failed to apply due care to avoid duplicating the insurance policy (causing me to be paying on two insurance policies) on the said property by not contacting me at my last known physical address via the post office to verify the existence of a property insurance policy; especially since this was a significant contractual issue.
6. My case is also based on the English Law of Tort and legal precedents established in the decided cases of Donoghue Vs Stevenson [1932] and Lord Oliver's tests for duty of care in the case of Caparo Vs Dick [1990].
7. I would also like to inform the court that I have 11 years of unblemished relationship with Scotiabank & Trust (Cayman). It was only in August 2018 that I also successfully completed re-financing on the said property with Scotiabank & Trust Cayman. The mortgage officer Ms. Novlet Pearson-Barrett and others involved in the transaction made contact with me via my telephone number and via my Gmail electronic mail account on a number of occasions during the process of completing the transaction.

AND the Plaintiff claims:

1. The sum of (202.81x6) CI\$1,216.86 in relation to premiums added to mortgage from November 2018 to April 2019.
2. Interest in the sum of \$8.42 calculated at the prescribed rate of 2.38% from 1 November 2018 to 30 April 2019.

a) 1 November 2018 – 30 April 2019 $\$202.18(2.38\%/12)*6 = \2.40

- b) 1 December 2018 – 30 April 2019 $\$202.18(2.38\%/12)*5 = \2.01
 - c) 1 January 2019 – 30 April 2019 $\$202.18(2.38\%/12)*4 = \1.61
 - d) 1 February 2019 – 30 April 2019 $\$202.18(2.38\%/12)*3 = \1.20
 - e) 1 March 2019 – 30 April 2019 $\$202.18(2.38\%/12)*2 = \0.80
 - f) 1 April 2019 – April 2019 $\$202.18(2.38\%/12)*1 = \0.40
- Total Interest = \$8.42**

3. Professional fees; to consult, research, prepare and administer court case (22 hours x CI\$150/hour) CI\$3300; Limit CI\$2000



Plaintiff's Signature

Plaintiff's address for service

96 Adonis Drive
West Bay
PO Box 12040
Grand Cayman KY1-1010
Cayman Islands

Form No. 2

Acknowledgement of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

CAREY GARTH WILLIAMS

Plaintiff

AND:

SCOTIA BANK & TRUST (CAYMAN) LTD

Defendant

ACKNOWLEDGEMENT 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 the ____ day of _____, 20__

See overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs, the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed).

Defendant's Signature

REMINDER: This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt. Otherwise, a default judgment may be entered against you.