

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION



CAUSE NO. 75 OF 2019

BETWEEN:

ON RISK SOLUTIONS (CAYMAN) LTD.

PLAINTIFF

AND:



DR. SUZANNE MUISE

DEFENDANT

WRIT OF SUMMONS

To the Defendant:



Dr. Suzanne Muise
147 North Church Street, Unit #4
P.O. Box 522, 10 Market Street
Grand Cayman, KY1 - 9006
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 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 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 within the time stated, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 9th day of May 2019

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM


1. The Plaintiff is an insurance broker registered in the Cayman Islands with its office at 18 Forum Lane, Ground Floor, Camana Bay, PO Box 10042, Grand Cayman, KY1-1101.
2. The Defendant's office address is at 147 North Church Street, Unit #4, Grand Cayman. Her postal address is P.O. Box 522, 10 Market Street, Grand Cayman KY1-9006, Cayman Islands.
3. The Defendant obtained medical malpractice insurance in 2017 through the Plaintiff, acting as broker, under which the Plaintiff agreed to secure medical malpractice insurance coverage for the Defendant for the period 11th August 2017 to 11th August 2018 under policy number MEDMAL00105 (hereinafter "original policy"). As broker, the Plaintiff acquired the rights to receive the premiums due under the original policy, and the Defendant agreed to pay a policy premium of CI\$60,012.
4. The Defendant entered into a Premium Payment Terms Agreement (hereinafter "Agreement 1") with the Plaintiff wherein the Defendant agreed to pay the premium for the original policy in four installments. In breach of the terms of Agreement 1, the Defendant only paid CI\$25,330 during the insurance year, that being the 1st payment of \$15,012 due on 11th August 2017 and the sum of \$10,318 towards the 2nd payment which was due on 11th November 2017. The Defendant failed to make any subsequent payments, leaving an outstanding balance owed to the Plaintiff of CI\$34,682 in respect of the original policy.
5. On 11th August 2018 the Defendant renewed her medical malpractice insurance through the Plaintiff for a further 12 month period under the amended policy number SPT000165 (hereinafter "renewed policy") and the Defendant agreed to pay a policy premium of CI\$40,012. The Defendant entered into a second Premium Payment Terms Agreement (hereinafter "Agreement 2") with the Plaintiff wherein the Defendant agreed to pay the premium for the renewed policy in four installments. In breach of the terms of Agreement 2 the Defendant failed to make any payments, the first of which was due on 11th August 2018, leaving an outstanding balance owed to the Plaintiff of CI\$40,012.
6. The total amount owing to the Plaintiff for the original policy and the renewed policy is CI\$74,694.
7. The Plaintiff has written to the Defendant on several occasions to demand payment of the outstanding balance, but at the time of preparing this Writ, the Defendant has failed to pay the outstanding balance owed or make reasonable arrangements with the Plaintiff for the payment of the balance.
8. The Defendant remains indebted to the Plaintiff in the amount of CI\$74,694.

9. The Plaintiff is entitled to and claims interest pursuant to section 34 of the Judicature Law (1995 Revision) at the prescribed rate of 2¾ per annum on CI\$34,682 from the date of the breach of Agreement 1, that being 12th November 2017, to the date of this Writ, together with interest at the per diem rate until the monies owed under the original policy have been paid.
10. The Plaintiff is entitled to and claims interest pursuant to section 34 of the Judicature Law (1995 Revision) at the prescribed rate of 2¾ per annum on CI\$40,012 from the date of the breach of Agreement 2, that being 12th August 2018, to the date of this Writ, together with interest at the per diem rate until the monies owed under the renewed policy have been paid.

AND the Plaintiff claims:

- (1) The principal sum of CI\$74,694.
- (2) Interest in the sum of \$1,225.39 in respect of the original policy calculated at the prescribed rate from 12th November 2017 to the date of this Writ.
- (3) Interest in the sum of \$702.95 in respect of the renewed policy calculated at the prescribed rate from 12th August 2018 to the date of this Writ.
- (4) Interest to continue at the per diem rate of \$2.26 and \$2.60 respectively until this matter is settled.
- (5) Costs to be assessed.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorney.



Chapmans
 Attorneys for the Plaintiff

Plaintiff's address for service:

81 West Church Street, West Bay
 P.O. Box 742
 Grand Cayman, KY1-1303
 Cayman Islands
 (Attn: Hayley McCall)

Tel: 345-623-0202
 Fax: 345-945-0202

E-mail: HMccall@chapmanslegal.com

This **WRIT OF SUMMONS** was issued by Chapmans, Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is that of its said attorneys, 81 West Church Street, Commonwealth House, West Bay, Grand Cayman KY1-1303 (HM/1285-0005)

**DIRECTIONS FOR ACKNOWLEDGMENT 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, P.O. 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 instalments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment 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.
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 authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting 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. A Defendant acting in person may obtain help in completing the form at the Courts Office.

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

CAUSE NO. **95** OF 2019

BETWEEN:

AON RISK SOLUTIONS (CAYMAN) LTD.

PLAINTIFF

AND:

DR. SUZANNE MUISE

DEFENDANT

**ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

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.

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

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

yes no

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 is acknowledged accordingly

(Signed).....

Defendant / Attorney for the Defendant

Please complete overleaf

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.

81 West Church Street, West Bay
P.O. Box 742
Grand Cayman, KY1-1303
Cayman Islands

Phone number: 345-623-0202
Email: HMcCall@chapmanslegal.com

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