

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC 107 OF 2019

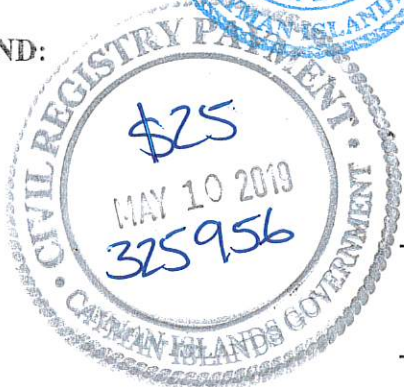
BETWEEN:



AON RISK SOLUTIONS (CAYMAN) LTD.

Plaintiff

AND:



PATRICIA HUNTER

Defendant

PLAINT



To the Defendant

Patricia Hunter
Chariot Villas,
15 Chariot Drive, Savannah,
Bodden Town
Grand Cayman
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, 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 judgment** without any further notice to you.

Issued this 10th day of May 2019

See overleaf for particulars of the Plaintiff's claim

PARTICULARS 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 is the proprietor of an apartment within Chariot Villas, 15 Chariot Drive, Savannah, Bodden Town ("Chariot Villas") which is governed by Strata Plan No. 816.
3. On 11th September 2017 Strata Plan No. 816 obtained an insurance policy through the Plaintiff, as broker, under which the Plaintiff agreed to secure building insurance for Chariot Villas under policy number CON000419. The Defendant was to pay a total premium of CI\$2,026.76 to the Plaintiff, payable during the course of the insurance year, being 9th September 2017 to 8th September 2018. As broker, the Plaintiff acquired the rights to receive the premiums due under the policy.
4. The Plaintiff agreed that the premiums could be repaid over an eight month period, with the first payment falling due on 9th September 2017. In breach of the terms of the agreement, the Defendant has failed to make any payments, leaving an outstanding balance owed to the Plaintiff of CI\$2,026.76.
5. The Plaintiff has written to the Defendant on several occasions to request payment of the outstanding balance, but at the time of preparing this Plaint, the Defendant has failed to pay the debt or make any reasonable proposal for repayment of the outstanding sum.
6. The Defendant remains indebted to the Plaintiff in the amount of CI\$2,026.76.
7. The Plaintiff is entitled to and claims interest pursuant to section 34 of the Judicature Law (1995 Revision) at the prescribed rate of 2 $\frac{3}{8}$ per annum on CI\$2,026.76 from the date of the breach, 10th September 2017, to the date of this Plaint, as well as the per diem rate until the monies owed have been paid.

AND the Plaintiff claims:

- (1) The sum of CI\$2,026.76.
- (2) Interest in the sum of \$80.05 calculated at the prescribed rate from 10th September 2017 to the date of this Plaint.
- (3) Interest to continue at the per diem rate of \$0.13 until this matter is settled.
- (4) Costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service:

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

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

This Plaint 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, West Bay, Grand Cayman KY1-1303 (1285-0005)

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Plaintiff

AND:

PATRICIA HUNTER

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 Plaintiff is acknowledged accordingly.

.....
Defendant's Signature

Dated this day of2019

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that she 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 send to the Court Office, P.O. Box 495 George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.