

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

**CAUSE NO. 3 OF 1998**

**BETWEEN CAYMAN GENERAL INSURANCE CO. LTD. PLAINTIFF**

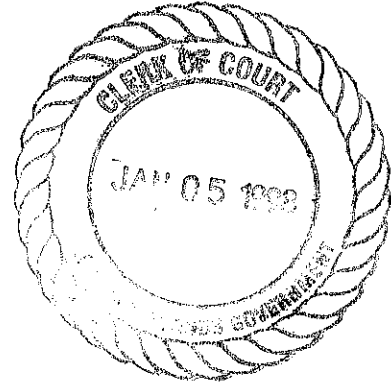
**AND MARGARET ELLEN WHITTAKER**

**DEFENDANT**



**WRIT OF SUMMONS**

**TO: MARGARET ELLEN WHITTAKER**  
**c/o Cayman National Bank**  
**George Town**  
**Grand Cayman**



***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, P.O. Box 495G, George Town, Grand Cayman, the accompanying Acknowledgement of Service, stating therein whether you intend to contest these proceedings.

***If you fail to satisfy the claim or return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.***

Issued this      day of                      199

***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 Acknowledgement of Service are given with the accompanying form.

**ENDORSEMENT**

The Plaintiff claims against the Defendant to recover damages and costs for that the Defendant on or about the 17<sup>th</sup> day of July 1997 falsely and fraudulently misrepresented to the Plaintiff that she was the driver of vehicle registered 56 657, insured by the Plaintiff, at the time of an accident on the 12<sup>th</sup> day of July 1997, fully well knowing that at the time of the said accident the vehicle was being driven by an authorised and uninsured driver, thereby inducing the Plaintiff to settle a Third Party claim in respect of the said accident which the Plaintiff was under no obligation to so settle under the Policy of Insurance issued to the Defendant.

Dated this 31<sup>st</sup> day of December 1997

*L. A. Samson & Co.*

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L. A. Samson & Co.  
Plaintiff's Attorneys-at-Law

THIS WRIT was issued by L. A. Samson & Co., Attorneys-at-Law for the Plaintiff, whose address for service is that of their said Attorneys-at-Law, The Ground Floor (West Wing), Sigma Building, Smith/Hospital Roads, George Town, Grand Cayman.

*IN THE GRAND COURT OF THE CAYMAN ISLANDS*

*CAUSE NO. 3 OF 1998*

*BETWEEN CAYMAN GENERAL INSURANCE CO. LTD. PLAINTIFF*

*AND MARGARET ELLEN WHITTAKER DEFENDANT*

**ACKNOWLEDGEMENT 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 judgement 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 name of the Defendant by whom or on whose behalf the service of this Writ is being acknowledged.

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2. State whether the Defendant intends to contest the proceedings (tick the 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 judgement entered by the Plaintiff (tick box).

yes

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Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for service:

*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 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 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:*

L. A. SAMSON & Co. The Ground Floor (West Wing) Sigma Building Smith/Hospital Roads George Town, Grand Cayman
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*Indorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below:*

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

***CAUSE NO. 3 OF 1998***

***BETWEEN CAYMAN GENERAL INSURANCE CO. LTD. PLAINTIFF***

***AND MARGARET ELLEN WHITTAKER DEFENDANT***

***STATEMENT OF CLAIM***

1. The Plaintiff is a "Class A" Insurance Company, licensed and authorised to carry on the underwriting of general and other insurances on the Island, inclusive of motor insurance policies and at all material times issued a motor insurance Policy in favour of the Defendant, being Policy no. 03PC04970267.
2. The Defendant is a resident of the Cayman Islands and was at all times the owner of Chevy Celebrity motor vehicle bearing registration No. 56 657 and which said vehicle was insured by the Plaintiff under Policy No. 03PC04970267.
3. That on or about the 17<sup>th</sup> day of July 1997 the Defendant claimed and represented to the Plaintiff that she was the driver of the aforesaid motor vehicle on the 12<sup>th</sup> day of July 1997 when the same was involved in a motor vehicle accident with another vehicle owned and driven by one Jason Ebanks and in which there was a passenger, who sustained personal injuries as a result of the said accident. The Defendant represented to the Plaintiff that the cause of the accident was due to her careless driving.
4. That the aforesaid claim and representation by the Defendant was made falsely deceitfully and fraudulently as at the time of the accident the Defendant was not the driver of the said motor vehicle and fully well knew that the driver of the said motor vehicle was her son, who was a person not covered by or under the aforesaid Policy of insurance.
5. Acting on the faith of the false and fraudulent misrepresentation by the Defendant and induced thereby, the Plaintiff agreed to and did settle the Third Party claim arising from the said accident in the amount of CI\$3,059.20.
6. On or about the 18<sup>th</sup> day of September the Defendant admitted the said false and fraudulent misrepresentation to the Plaintiff and entered into a written agreement with the Plaintiff to repay the sum of CI\$3,059.20 commencing with an initial payment of CI\$1,500.00 payable on the 29<sup>th</sup> September 1997 with the balance to be repaid in

twelve (12) monthly instalments of CI\$129.93 payable on the 28<sup>th</sup> day of each succeeding month.

7. The Defendant in breach of the said agreement, and despite demands for her to remedy the same, has defaulted on the agreed repayments to be made under the terms of the of the said agreement and the sum of CI\$3,059.20 remains outstanding and unpaid.
8. By reason of the premises the Plaintiff has suffered loss and damage.
9. The Plaintiff claims interest from the 30<sup>th</sup> day of July 1997 until payment of judgment herein at such rate as the Court thinks fit and just.
10. The Plaintiff also claims Exemplary Damages.

***AND THE PLAINTIFF CLAIMS:***

- (a) The sum of CI\$3,059.20;
- (b) Interest pursuant to the Grand Court Rules;
- (c) Exemplary Damages;
- (d) Costs.

Dated this 31<sup>st</sup> day of December 1997  
Filed this        day of December 1997

*L. A. Samson & Co.*

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L. A. Samson & Co.  
Plaintiff's Attorneys-at-Law

THIS STATEMENT OF CLAIM was filed by L. A. Samson & Co., Attorneys-at-Law for the Plaintiff, whose address for service is that of their said Attorneys-at-Law, The Ground Floor (West Wing), Sigma Building, Smith/Hospital Roads, George Town, Grand Cayman.