

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 504 OF 1998

BETWEEN: (1) DOROTHY ELIZABETH WILSON First Plaintiff

(2) DOROTHY ELIZABETH WILSON and MARIE REINKE as  
Administratrices of the Estate of Stuart Thomas MacKenzie Wilson,  
deceased

Second Plaintiffs

AND: THE JAMAICA MUTUAL LIFE ASSURANCE SOCIETY Defendant

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WRIT OF SUMMONS

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TO: The Jamaica Mutual Life Assurance Society  
of Mutual Life Centre, 2 Oxford Road, P.O. Box 430, Kgn. 5, Jamaica, W.I.  
AND TO: The Jamaica Mutual Life Assurance Society [Branch Office]  
Cricket Square, Phase 2, Elgin Avenue, P.O. Box 701, 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 in the Statement of Claim annexed.

Within [28] 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 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

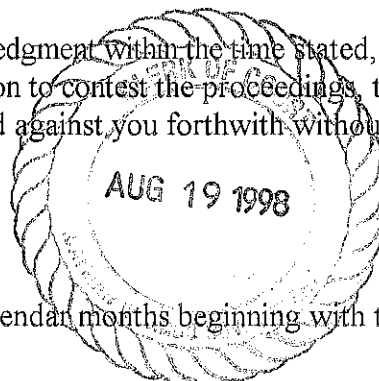
If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

ISSUED this 19th day of August 1998

NOTE - This Writ may not be served later than 6 calendar months beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

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



## STATEMENT OF CLAIM


1. By a policy of insurance number G6920573 (“the Policy”) issued on 24th June 1996 and made between one Stuart Thomas MacKenzie Wilson (“the Life Assured”) and the Defendant, the Defendant agreed, in consideration for the monthly payment of premiums in the amount of CI\$115.01, to insure the life of the Life Assured in the sum of CI\$250,000.
2. It was an express term of the Policy that the Defendant would pay the said sum to the First Plaintiff (being the wife of the Life Assured) as the trustee and beneficiary named in the Policy at the Defendant’s branch office in George Town, Grand Cayman within 1 calendar month after proof satisfactory to the directors of the Defendant as to (inter alia) the death of the Life Assured on or before 2nd May 2006.
3. On 21st August 1997, while the Policy remained in force, the Life Assured died.
4. The First Plaintiff is the named Beneficiary under the Policy and the Second Plaintiffs are the Administratrices of the Estate of the Life Assured.
5. The First Plaintiff orally informed the Branch Manager of the Defendant’s branch office in George Town, Grand Cayman of the death of the Life Assured on or around 25th August 1997. A written claim under the Policy on behalf of the First Plaintiff by her Attorneys was delivered to the Defendant on or around 8th September 1997.
6. Further, in response to a request made by the said Branch Manager by telephone, the Plaintiff’s Attorneys delivered to the Defendant’s said branch office on or around 15th October 1997 a certified copy of the Policy, an original certified copy of the Death Certificate of the Life Assured, an original certified copy of the Birth Certificate of the Life Assured and the original Burial Certificate of the Life Assured.
7. Wrongfully and in breach of the Policy, the Defendant has failed to pay to the First Plaintiff the sum of CI\$250,000 due to her or any part thereof.
8. The First Plaintiff is further entitled to and hereby claims interest pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules 1996 on the said sum of CI\$250,000 from 20th September 1997 at the rate of 7<sup>3</sup>/<sub>8</sub> per cent per annum amounting to CI\$16,901.04 at the date hereof and continuing hereafter until Judgment herein or sooner payment at the rate of CI\$53.93 per day.

### AND PLAINTIFFS CLAIM:

- (1) The sum of CI\$250,000;

- (2) A declaration that the Defendant is obliged to pay the benefits due to the First Plaintiff on the death of the Life Assured;
- (3) Pre-Judgment interest pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules 1996 as aforesaid;
- (4) Post-Judgment interest at the rate of  $7\frac{7}{8}$  per cent per annum pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules 1998;
- (5) Costs.

DATED the 19th day of August 1998

  
RITCH & CONOLLY  
Attorneys-at-Law for the Plaintiffs

THIS WRIT was issued by Messrs. Ritch & Conolly, Attorneys-at-Law for and on behalf of the Plaintiffs herein whose address for service is P.O. Box 1994GT, 3rd Floor Royal Bank Building, George Town, Grand Cayman, B.W.I.