

AND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 790 OF 2000

BEEN:

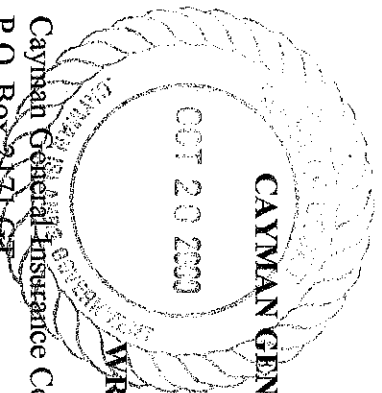
GERI EBANKS

PLAINTIFF

-and-

CAYMAN GENERAL INSURANCE CO LTD.

DEFENDANT



WRIT OF SUMMONS

TO: Cayman General Insurance Co Ltd.
P. O. Box 2171-GT
Grand Cayman, 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 the 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 to return the Acknowledgement 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 October, 2000

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 Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is an individual residing in the Cayman Islands.
2. The Defendant is an insurance company formed pursuant to the laws of the Cayman Islands and which is licenced and operates as a domestic insurer pursuant to the Insurance Law (1999 Revision).
3. As of July 19th, 1996 the Defendant had issued an insurance policy in favour of Marcie Ann Hydes pertaining to the operation of Marcie Ann Hydes' motor vehicle. In connection with the issuance of the policy a certificate of insurance was issued by the Defendant to Marcie Ann Hydes.

4. On July 19th, 1996 the Plaintiff and Marcie Ann Hydes were involved in a motor vehicle accident at which time Hydes produced a certificate of insurance issued in compliance with the Motor Vehicle Insurance (Third Party Risks) Law (1991 Revision).

5. At all material times the policy of insurance issued by the Defendant in favour of Marcie Ann Hydes was valid and provided insurance coverage for third party liability insurance for Marcie Ann Hydes in connection with her operation of a motor vehicle.

6. On August 30th, 2000 civil liability was determined by the judgment rendered by the Grand Court in Cause No. 594 of 1997 between Geri Ebanks as Plaintiff and Marcie Ann Hydes as Defendant. Judgment was granted to the Plaintiff as follows:

General Damages	CIS\$ 30,000.00
Special Damages	
Medical expenses prior to trial	CIS\$ 18,515.00
Car rental	CIS\$ 1457.00
Loss of earnings prior to trial	CIS\$ 83,350.00
Household help prior to trial	CIS\$ 4600.00
Future Losses	
Future loss of income	CIS\$203,401.00
Future household help	CIS\$ 11,500.00
Future cost of care	CIS\$ 7400.00
Smith and Manchester	CIS\$ 15,000.00
Less Contributory Negligence	<u>CIS\$ 37,522.00</u>

CIS\$337,701.00	Total
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7. Prejudgment interest was awarded on loss of income award at the statutory rate.
8. Prejudgment interest was awarded on general damages at the rate of 2 % per annum.
9. Post judgment interest was awarded at the statutory rate.
10. Costs were also awarded to the Plaintiff to be taxed if not agreed upon. As of the date of this claim the costs have not been taxed or agreed upon.
11. An interim payment of C1\$40,000.00 paid on December 17, 1997 was to be taken into account both as to the principal and interest of the judgment sum.
12. After taking into account the interim payment, the sum of C1\$303,315.59 as of August 30th, 2000, inclusive of principal and interest but not costs, was due and owing under the Judgment in Cause no. 594 of 1997.
13. The method of applying the interim payment to the judgment debt is as set out in Schedule A to this Statement of Claim.
14. The calculation of loss of income and prejudgment interest on loss of income is set out in Schedule B to this Statement of Claim.
15. The calculation of general damages and prejudgment interest on general damages is as set out in Schedule C to this Statement of Claim.
16. The calculation of the total damages due as of August 30th, 2000 and the calculation of the per diem interest payable after August 30th, 2000 is as set out in Schedule D to this Statement of Claim.
17. The Plaintiff claims from the Defendant the sum of C1\$303,315.59 as of August 30th, 2000 and per diem interest in the sum of C1\$61.82 thereafter.
18. The Plaintiff pleads and relies upon The Motor Vehicle Insurance (Third Party Risks) Law (1997 Revision).

AND THE PLAINTIFF claims:

1. C1\$303,315.59 on the unpaid judgment with interest as of August 30th, 2000;
2. Pre-judgment and post-judgment interest upon the above sum pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules as prescribed from time to time; and
3. Costs to be taxed or agreed upon in Cause No. 594 of 1997;
4. Costs as taxed in this proceeding.

Dated: October 19th, 2000

Broadhurst Da Costa

BROADHURST DACOSTA
Attorneys-at-Law for the Plaintiff

INDORSEMENT

The amount claimed in respect of the debt or demand is CI\$303,515.59 as principal and CI\$3091.00 as interest until the issue of the writ of summons (October 19th, 2000) for a total amount of CI\$306,606.59. The amount of the fixed costs is CI\$500.00 and the costs of issuing the writ of summons is CI\$2067.58 (\$150.00 plus ad valorem of CI\$1917.58).

STATEMENT REGARDING INTEREST

- i. The prescribed rate of interest during the relevant period is 8%.
- ii. The date from which interest accrues is from August 31, 2000;
- iii. The total interest claimed as at the date of the issue of the writ of summons is CI\$3091.00;
- iv. The amount of interest accruing each day following the issue of the writ is CI\$61.82.

This Writ of Summons and Statement of Claim was issued by Broadhurst DaCosta, the attorneys-at-law for the Plaintiff, whose address for service is P. O. Box 2503GT, George Town, Grand Cayman, Cayman Islands, British West Indies.

SCHEDULE A

DAMAGES & INTEREST TO INTERIM PAYMENT

Application of Interim Payment

From July 19 1996 to December, 1997

Loss of Income

Period of Loss	Amount of Loss	Interest from Date of Loss to December 17, 1997 ¹
July 19, 1996 to February 28, 1997	18,761.00	1255.60
March 1997	1418.51	86.13
April 1997	1868.50	99.33
May 1997	2083.90	96.00
June 1997	2776.86	108.80
July 1997	1474.45	47.26
August 1997	1350.30	33.48
September 1997	1887.61	33.48
October 1997	1700.31	18.33
November 1997	1639.44	6.29
December 1997	1549.22	00.00
	36,510.10	1892.76

Total Loss of Income to December 1997

36,510.10

Interest on Loss to December 1997

1,892.76

38,402.86

Less 10% Contributory Negligence

(3,840.00)

Apply Interim Payment

(40,000.00)

Subtotal

-5,437.14

Applied to General Damages
of 30,000.00

¹ Calculated at 7.875 per cent per year.

Summary of Interim Payment Application

All loss of income and interest on such up to December 1997 are paid by interim payment.
\$5,437.14 of General Damages and interest of December 1997 paid by interim payment.

SCHEDULE B

**LOSS OF INCOME AND
PRE-JUDGMENT INTEREST ON LOSS OF INCOME
From January 1, 1998 to August 30, 2000**

Date of Loss	Amount of Loss	Interest from February 1 to Dec 31, 1998 ¹	Interest from January 1, 1999 to March 31, 2000 ²	Interest from April 1, 2000 to August 30, 2000 ³
January 1998	1798.85	130.26	154.70	59.28
February 1998	1448.26	94.86	127.40	48.64
March 1998	876.35	52.25	77.35	28.88
April 1998	1042.45	53.90	91.00	34.96
May 1998	24.73	1.07	2.09	.80
June 1998	879.30	34.96	77.35	28.88
July 1998	1426.20	47.43	122.85	47.12
August 1998	1300.00	34.16	113.75	44.08
September 1998	1717.69	34.04	150.15	57.76
October 1998	1846.49	24.40	159.25	60.80
November 1998	1763.31	11.78	154.70	59.28
December 1998	1154.00	00.00	91.00	38.00
January 1999	1445.69	00.00	118.72	48.64
February 1999	2087.69	00.00	158.40	69.92
March 1999	1636.69	00.00	113.15	54.72
April 1999	1382.69	00.00	87.10	45.60
May 1999	1697.68	00.00	100.32	56.53
June 1999	1727.68	00.00	90.42	57.76
July 1999	1283.68	00.00	53.00	42.56
August 1999	1262.68	00.00	50.88	42.56
September 1999	1589.68	00.00	54.60	53.20
October 1999	1607.68	00.00	46.81	53.20
November 1999	1577.68	00.00	36.30	53.20

¹ Calculated at 7.875 per cent per year.

² Calculated at 7 per cent per year

³ Calculated at 8 per cent per year

1999					
December 1999	1139.68	00.00	19.58	38.00	
January 2000	1515.68	00.00	17.11	45.60	
February 2000	1572.00	00.00	9.30	51.68	
March 2000	1523.68	00.00	00.00	50.16	
April 2000	1454.68	00.00	00.00	39.04	
May 2000	1532.68	00.00	00.00	30.94	
June 2000	1676.68	00.00	00.00	22.94	
July 2000	1586.68	00.00	00.00	10.85	
August 2000	910.00	00.00	00.00	00.00	
	45,489.90	519.11	2277.28	1375.58	

Total Unpaid Loss of Income \$45,489.90
Total Unpaid Interest on Loss of Income from January 1 1998 to August 30, 2000 \$ 4,172.97

\$49,661.87

Less 10% Contributory Negligence (\$4,966.18)

\$44,695.69 Total Loss of Income + Prejudgment Interest

SCHEDULE D

TOTAL DAMAGES SUMMARY

Damages and Pre-Judgment Interest as of August 30, 2000		
Loss of Income and Interest (10% Contributory Neg. already applied)		CIS\$ 44,695.69
General Damages and Interest (Contributory Neg. already applied)		CIS\$ 22,934.20
Special Damages		
a. Medical Expenses	CIS\$ 18,515.00	
b. Car Rental	CIS\$ 1,457.00	
c. Household help Pre Trial	CIS\$ 4,600.00	
Future Losses		
a. Future Loss of Income	CIS\$203,401.00	
b. Future Household Help	CIS\$ 11,500.00	
c. Future Cost of Care	CIS\$ 7,400.00	
Smith and Manchester	<u>CIS\$ 15,000.00</u>	
	CIS\$261,873.00	
Less 10 % Contributory Negligence	<u>(CIS\$ 26,187.30)</u>	
	CIS\$235,685.70	<u>CIS\$235,685.70</u>
Total Damages and Pre Judgment Interest		CIS\$303,315.59
POST JUDGMENT INTEREST		
On Unpaid Loss of Income of \$40,940.91 @ 8% (\$45,489 – 10%) Per Diem of 8.97		
On General Damages of \$21,760.86 @ 2% Per Diem of 1.19		
On Special Damages, Future Losses And Smith and Manchester of \$235,685.70 @ 8%		
Per Diem of \$51.66		
Total Per Diem Interest of CIS\$61.82		

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: ⁷⁹⁰ OF 2000

BETWEEN:

GERI EBANKS

PLAINTIFF

-and-

CAYMAN GENERAL INSURANCE CO LTD.

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 or otherwise participate in 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.
Yes

Service of the Writ of Summons and Statement of Claim is acknowledged accordingly

(Signed) _____

[Attorney] for

[Defendant in Person]
Address for Service:

Notes on address for service

Attorney: when 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 Island, 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 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:

Broadhurst DaCosta
Attorneys-at-Law
40 Linwood Street
P. O. Box 2503 GT
Grand Cayman, Cayman Islands

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

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. 495GT, 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)

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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 Acknowledgement 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 installments or otherwise.

See next page for notes for guidance.

Please complete next page

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. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessarily (although not necessarily in an adversarial manner) you should tick the "Yes " box in paragraph 2 of the acknowledgment of service.
3. 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.
4. Where the Defendant is used 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 sated on the Originating Summons)".
5. 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.
6. 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.
7. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized to act on behalf for the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
8. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
9. A Defendant acting in person may obtain help in completing the form at the Courts Office