

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 185/01 ✓

BETWEEN:

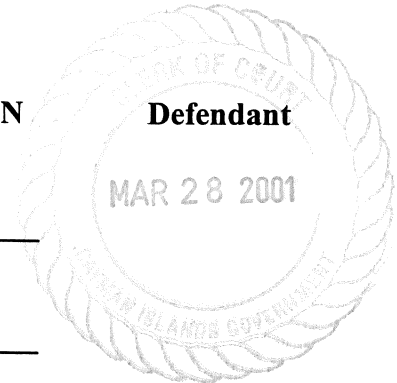
**PHILIP LONG**

**Plaintiff**

and

**SIRIUS INTERNATIONAL INSURANCE CORPORATION**

**Defendant**



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**WRIT OF SUMMONS**

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**TO:** Sirius International Insurance Corporation c/o Britam Insurance Brokers & Agents (Cayman) Ltd., of P.O. Box 2174, 36B Dr. Roy's Drive, George Town, Grand Cayman, Cayman Islands, BWI.

**THIS WRIT OF SUMMONS** has been issued against you by the above named Plaintiff of P.O. Box 30190 SMB, Grand Cayman, Cayman Islands, BWI, in respect of the claims set out on the following pages.

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 495, 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 Acknowledgement without stating therein any 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 28<sup>th</sup> day of March, 2001.

**NOTE** this Writ may not be served later than 4 calendar months beginning with that date unless renewed by order of the Court

**IMPORTANT**

Directions for the Acknowledgement of service are given with the accompanying form.

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

**CAUSE NO.** 185/01

**BETWEEN:**

**PHILIP LONG**

**Plaintiff**

**and**

**SIRIUS INTERNATIONAL INSURANCE CORPORATION**

**Defendant**

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**STATEMENT OF CLAIM**

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1. By an undated written contract of insurance ('the Insurance Policy') entered into between the Defendant insurance company and U.B.C. Limited, the Plaintiff's employer, on or about 21<sup>st</sup> September 2000, the Defendant agreed to insure the Plaintiff in accordance with the terms of the Insurance Policy.
2. The said Insurance Policy was signed on behalf of the Defendant by one Ruth Sumaroo.
3. There were terms of the said Insurance Policy, inter alia, as follows:
  - (i) '... the Company (the Defendant) will pay the following Eligible Medical Expenses arising out of injury or illness incurred while this insurance is in effect ...'. The Plaintiff will refer at trial to the list of Eligible Medical

Expenses which the Defendant agreed to pay pursuant to the Insurance Policy.

(ii) Service of Suit 'It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Assured or you, will submit to the jurisdiction of a Court of competent jurisdiction within the Cayman Islands ...'.

4. On about 20<sup>th</sup> November 2000 the Plaintiff was diagnosed with rectal cancer and informed that he would need medical treatment for this condition.
5. On 21<sup>st</sup> November 2000, an employee of U.B.C. Limited called Lisa Hoptroff telephoned the Defendant's agents, Britam Insurance Brokers & Agents (Cayman) Limited ('Britam'). Mrs. Hoptroff informed Ms. Sumaroo of the existence of the claim. Ms. Sumaroo informed Mrs. Hoptroff that the notification of the claim was in order, that the Plaintiff should proceed with his treatment and that the expense would be met by the insurers. On subsequent occasions, Ms. Sumaroo repeated the assurance that the claim would be met.
6. In reliance on Ms. Sumaroo's statements, the Plaintiff commenced treatment.
7. In breach of the terms of the Insurance Policy, the Defendant has failed and refused to make payments in respect of the said treatment, notwithstanding that the same falls within the categories of treatment for which the Defendant is obliged to pay in

accordance with the express term of the Insurance Policy pleaded at paragraph 3(i) above.

8. By reason of the said breach of the terms of the Insurance Policy, the Plaintiff has suffered loss and damage in that he has incurred medical and other bills which should have been paid by the Defendant under the Insurance Policy but which the Plaintiff has had or will have to discharge himself.

**Particulars**

(1)	Edmar's Discount Drug Ltd., November 27 <sup>th</sup> , 2000 Re: Medication	CI\$4.50
(2)	Baptist Hospital of Miami, December 14 <sup>th</sup> , 2000 Re: Medication	CI\$453.39
(3)	Baptist Hospital of Miami, January 18 <sup>th</sup> , 2001 Re: Medication	CI\$9.20
(4)	Baptist Hospital of Miami, January 19 <sup>th</sup> , 2001 Re: Payment of treatment	CI\$21,539.28
(5)	Baptist Hospital of Miami, January 19 <sup>th</sup> , 2001 Re: Payment of treatment	CI\$6,767.76
(6)	DHL International Cayman Ltd., January 19 <sup>th</sup> , 2001 Re: Courier charge for payment to Baptist Hospital of Miami	CI\$39.36
(7)	DHL International Cayman Ltd., January 19 <sup>th</sup> , 2001 Re: Courier charge for payment to Baptist Hospital of Miami	CI\$19.68
(8)	Baptist Hospital of Miami, January 22 <sup>nd</sup> , 2001 Re: Medication	CI\$58.76
(9)	Dr. John Addleson, January 26 <sup>th</sup> , 2001 Re: CBC-Low Platelet Count	CI\$25.00
(10)	Edmar's Discount Drug Ltd., January 27 <sup>th</sup> , 2001 Re: Medication	CI\$8.83

(11)	Dr. John Addleson, February 2 <sup>nd</sup> , 2001 Re: CBC-Low Platelet Count	CI\$25.00
(12)	Dr. John Addleson, February 13 <sup>th</sup> , 2001 Re: CBC-Low Platelet Count	CI\$25.00
(13)	Plasencia & Viamonte, M.D., February 13 <sup>th</sup> , 2001 Re: Medical Procedures/Pre-surgery	CI\$2,335.20
(14)	Edmar's Discount Drug Ltd., February 17 <sup>th</sup> , 2001 Re: Medication	CI\$21.33
(15)	Baptist Hospital of Miami, February 24 <sup>th</sup> , 2001 Re: Ultrasound	CI\$456.12
(16)	Baptist Hospital of Miami, February 24 <sup>th</sup> , 2001 Re: Dr. Rodriguez	CI\$201.60
(17)	Baptist Hospital of Miami, February 24 <sup>th</sup> , 2001 Re: Dr. Rodriguez - hospital charges	CI\$146.16
(18)	Baptist Drugs, February 24 <sup>th</sup> , 2001 Re: Philip Long expenses	CI\$456.74
(19)	Health Sound Hospital, February 26 <sup>th</sup> , 2001 Re: CT Scans	CI\$1,782.86
(20)	Baptist Hospital of Miami, February 26 <sup>th</sup> , 2001 Re: Treatments carried out – insertion of port	CI\$5,033.21
(21)	Health Sound Hospital, March 1 <sup>st</sup> , 2001 Re: Payment of surgery and hospital stay	CI\$14,284.80
(22)	Baptist Hospital of Miami, March 2 <sup>nd</sup> , 2001 Re: Endoscope	CI\$456.12
(23)	Eckerd Drugs, March 12 <sup>th</sup> , 20001 Re: Medication	CI\$24.69
(24)	Eckerd Drugs, March 12 <sup>th</sup> , 2001 Re: Medication	CI\$13.68
(25)	Bayshore Medical Equipment, March 13 <sup>th</sup> , 2001 Re: Medical Supplies	CI\$118.21

(26)	Bayshore Medical Equipment, March 15 <sup>th</sup> , 2001 Re: Medical Supplies	CI\$273.76
(27)	Eckerd Drugs, March 15 <sup>th</sup> , 2001 Re: Medication	CI\$13.68
(28)	Edmar's Discount Drug Ltd., March 19 <sup>th</sup> , 2001 Re: Medication	CI\$59.92
(29)	Edmar's Discount Drug Ltd., March 23 <sup>rd</sup> , 2001 Re: Medication	CI\$39.94
	<b>Total:</b>	<b>CI\$54,693.78</b>

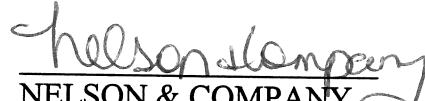
9. Further the Plaintiff has incurred expenses not yet billed and will continue to incur medical and other bills which the Defendant is required to meet under the terms of the Insurance Policy.
10. In the premises the Plaintiff is entitled to and claims a declaration that the Defendant is obliged to make payment in respect of Eligible Medical Expenses (as the same are defined in the Insurance Policy) relating to his treatment for rectal cancer.
11. Further the Plaintiff is entitled to and claims interest on the sums found due to him pursuant to *The Judicature Law (1995 Revision)* at such rate and for such period as the Court thinks just.

AND THE PLAINTIFF CLAIMS:

- (i) Damages in the amount of CI\$54,693.78.
- (ii) A declaration in the terms pleaded at paragraph 10 above.

- (iii) PRE-JUDGMENT interest in accordance with Section 34 of *The Judicature Law* (1995 Revision).
- (iv) POST-JUDGMENT interest in accordance with Section 34 of *The Judicature Law* (1995 Revision).
- (v) Further or other relief.
- (vi) Costs.

Dated the 28<sup>th</sup> day of March, 2001

  
NELSON & COMPANY  
Attorneys-at-Law for the Plaintiff

TO: The Clerk of the Court

AND TO: The Defendant, Sirius International Insurance Corporation c/o Britam Insurance Brokers & Agents (Cayman) Ltd.

**STATEMENT REGARDING INTEREST**

- (i) The prescribed rate of interest on the Plaintiff's claim for special damages is 8%.
- (ii) Although the majority of the Plaintiff's special damages were sustained prior to March 1<sup>st</sup>, 2001, the Plaintiff has chosen a median date of March 1<sup>st</sup>, 2001 to calculate the interest thereon the entire amount thereof, a method which is more favourable to the Defendant than to him.
- (iii) The total amount of interest claimed on the Plaintiff's special damages as at March 28<sup>th</sup>, 2001 is CI \$335.66.
- (iv) The amount of interest accruing each day on the Plaintiff's claim for special damages thereafter is CI \$11.99 per day.

## **DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS**

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 GT, Grand Cayman.

### Notes for Guidance

1. The Defendant is required to complete an Acknowledgment of Service and return it to the Court's 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 necessary (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, an originating summons served on the Defendant personally is treated as having been served on the day it was delivered to him.
4. Where the Defendant issued 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 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 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.
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 Court's Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 185/01

BETWEEN:

PHILIP LONG

Plaintiff

and

SIRIUS INTERNATIONAL INSURANCE CORPORATION

Defendant

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 and information required is omitted or given wrongly,

Delay may result in judgement being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

**THIS FORM MAY HAVE TO BE RETURNED**

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 judgement entered by the Plaintiff (*tick box*)  
 YES

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 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 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.*

<p><b><i>Nelson &amp; Company</i></b> <b><i>4<sup>th</sup> Floor, West Wind Building</i></b> <b><i>Harbour Drive</i></b> <b><i>P.O. Box 2075</i></b> <b><i>George Town</i></b> <b><i>Grand Cayman</i></b></p> <p><b><i>Phone: 949 9710</i></b></p>
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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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