

IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO: 141 OF 2002

BETWEEN:

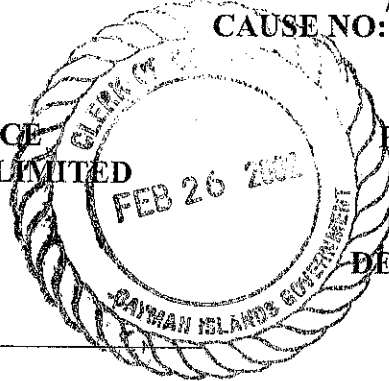
ROYAL AND SUN ALLIANCE  
INSURANCE (BAHAMAS) LIMITED

PLAINTIFF

AND:

VIOLET GAYLE DAWSON

DEFENDANT



**WRIT OF SUMMONS**

**TO: THE DEFENDANT VIOLET GAYLE DAWSON  
P.O. BOX 101 SAVANNAH  
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 fourteen (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 495 GT, Grand Cayman, Cayman Islands, 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 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 \_\_\_\_\_ day of \_\_\_\_\_, 2002.

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 issued unless renewed by order of the Court.

**IMPORTANT**

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

## STATEMENT OF CLAIM

1. The Plaintiff is an authorized insurer within the meaning of Section 2(1) of the Motor Vehicles Insurance Third Party Risks) Law (1997 Revision).
2. By a Motor Insurance Proposal Form dated the 1<sup>st</sup> June 1999 ('the Proposal Form') (to which the Plaintiff will refer at the trial of this action for its full terms and affect) the Defendant requested the Plaintiff to issue to her a policy of insurance in respect of (inter alia) her liability to third party risks in respect of a Ford Econoline van registration number 44-933.
3. The Proposal Form contained (inter alia) the following questions to and answers by the Defendant:

"Question 7: By whom will the vehicle normally be driven?

Answer: Francis Dawson (insured's husband).

Question 12: Give particulars of all accidents or losses during the past three years in connection with every motor vehicle driven by you and/or any other person who will regularly drive for you. If none, please state.

Answer: None.

Question 18(b): Have you or has any other person who to your knowledge will drive, been convicted of or received notice of intended prosecution for any offence in connection with any motor vehicle?

Answer: No.

Question 18(c): Has any person who to your knowledge will drive have any special terms or conditions imposed or has insurance cancelled or refused by any company or underwriter?

Question 20: Has any insurance company or underwriter in respect of yourself or any person who to your knowledge will drive, ever:

- (a) Declined to quote or cancelled or refused to renew a policy?
- (b) Imposed any other special conditions or

required an increased premium?

Answer:

(a) No.

(b) No.

5. The Proposal Form also contained the following declaration:

“I/we warrant the above statements and particulars which I/we have read over and checked are true . . . I/we agree that this proposal shall form the basis of the contract between me/us and Company and shall be deemed as incorporated in the policy to be used.”

6. In reliance upon the truth of the representations contained in the answers in the Proposal Form and in consideration of the payment by the Defendant to it of the premium of C\$250.00, the Plaintiff issued to the Defendant a policy of insurance (“the Policy”) (to which the Plaintiff will refer at the trial of this action for its full terms and effect) and agreed thereby for the period of 12 months from 1<sup>st</sup> June 1999 to 31<sup>st</sup> May 2000 that it would indemnify the Defendant against liability to third parties in the event of accident caused by or through or in connection with the said motor vehicle in the Cayman Islands.

7. The representation of facts contained in the answers set out in paragraph 4 above were false in the following particulars:

**PARTICULARS**

- (a) In fact, Francis Dawson the insured's husband had been convicted of and had received notice of intended prosecution for numerous offences in connection with motor vehicles. A certificate from the Royal Cayman Islands Police Force disclosing Francis Dawson's previous road traffic convictions is appended hereto as Appendix 1.
- (b) In fact the said Francis Dawson had previously had special terms or conditions imposed or his insurance cancelled or refused by other insurance companies or underwriters.
- (c) In fact other insurance companies or other underwriters had declined to quote or cancelled or refused to renew a policy and/or imposed other special conditions or required an increased premium in respect of the said Francis Dawson.
8. In the alternative, the Plaintiff says that the Defendant by her answers to the said questions failed to disclose to the Plaintiff material facts of such a nature as to influence the judgment

of a prudent insurer in determining whether he should take the risk and if so, at what premium and on what conditions.

9. On 17<sup>th</sup> July 1999, during the currency of the Policy the Ford Econoline van driven by the said Francis Dawson was involved in an accident in which Susan Brownrigg and Darrell Brownrigg sustained personal injuries and loss and damage.
10. On 16<sup>th</sup> July 2001, the said Susan Brownrigg issued a Writ and began Cause No. 429 of 2001 on behalf of herself and as next friend to Darrell Brownrigg in the Grand Court of the Cayman Islands against the said Francis Dawson and the Defendant claiming damages on the ground that the personal injuries and loss and damage sustained by them were caused by the negligent driving of the said Frances Dawson. The claim made by Susan Brownrigg is a claim in respect of such a liability as is covered by the terms of the Policy. This action has not yet been tried.
11. The Plaintiff claims that apart from any provision contained in the Policy it is and at all material times was entitled to avoid the Policy on the ground that the Policy was obtained by the Defendant by her non-disclosure and/or misrepresentation of the material facts referred to in paragraphs 4 and 7 above.

**AND THE PLAINTIFF THEREFORE CLAIMS**

1. A Declaration that it is and has at all material times been entitled to avoid the Policy apart from any provision contained in it on the ground that the Policy was obtained by non-disclosure of material facts and/or by the representation of facts which were false in some material particulars.
2. Such further or other relief as this Honorable Court thinks fit.
3. Costs.

  
\_\_\_\_\_  
**CAMPBELLS**

Dated this \_\_\_\_ day of 2002.