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Writ of Summons (O.6, r.1)

IN THE GRAND COURT OF THE CAYMAN ISLAND
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

627
CAUSE NO. OF 2002

BETWEEN MICHELLE EVANS PLAINTIFF
AND: BRITISH AMERICAN INSURANCE Co. Ltd. DEFENDANT

SPECIALLY ENDORSED WRIT OF SUMMONS

TO: DEFENDANTS: BRITISH AMERICAN INSURANCE Co. Ltd., P. O. Box 389 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 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 16 day of August 2002

NOTE - This Writ may not be served later than 4 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 no. 101-11-1137 effective 1 February 1996 to 31 January 1998, and issued by the defendants to the plaintiff, Michelle Evans, ("the policy") the defendants in consideration of the premium paid to them by the plaintiff, agreed to indemnify the plaintiff against (inter alia) medical expenses which the plaintiff should become legally liable to pay.
2. The plaintiff will refer to the policy for its full terms meaning and effect.
3. The defendants agreed that the insurance thereunder should indemnify the Plaintiff.
4. On or about 17 August 1996, during the currency of the policy, the plaintiff was driving a 1980 Ford Thunderbird motor vehicle, owned by the plaintiff ("the vehicle"), along North Church Street when she lost control of the motor vehicle and struck a lamp-post. The plaintiff suffered severe personal injuries as a result and has consequently suffered loss and damage.
5. Pursuant to the policy the defendants became and are liable to indemnify the plaintiff in respect of her medical expenses in the sum of \$83,743.81 but they have wrongly denied liability to indemnify the plaintiff or to pay her the amount of the medical expenses or any part thereof.

PARTICULARS OF SPECIAL DAMAGE

Description	Costs (US\$)
Medical Expenses	
1. Cayman Islands Govt. Hospital	1,451.22
2. (KYD \$1040.00 plus legal charges of \$150.00)	
3. Air Ambulance	7,500.00
4. Baptist Health Systems - Florida	46,749.41
5. Radiology Group – Florida	1,447.00
6. Dr. Steve Opersteny – Texas	76.00
7. Dr. Karl Schmitt – Texas (Spinal & Neurological Specialist)	225.00
8. St. Joseph Reg. Health Center – Texas (MRI – outstanding amount)	2,201.50
9. St. Joseph Reg. Health Center (MRI) – Texas	2,201.50
10. Dr. Joseph Scamardo – Texas (Neurology Consultant)	332.00
11. Dr. Joseph Scamardo – Texas	168.00
12. Dr. Joseph Scamardo – Texas (Medical Lab Tests)	53.50
13. Dr. Nancy Leslie – Texas (Neurological Psychologist)	1,750.00

14. Brazos Valley Rehabilitation Center – Texas (Physical Therapy)	560.00
15. Scott & White Clinic – Texas (Medical Lab Tests)	276.00
16. Pharmaceutical Prescriptions (Over a three to four year period)	6,000.00
17. Medical trips from Grand Cayman to Texas (Three trips between May 1997 to June 1999)	1,725.00
18. Professional Medical Center (KYD \$600.00)	731.71
19. Cayman Islands Health Services (KYD \$105.00) (Liver- blood work from meds)	128.05
20. Cayman Islands Health Services (KYD \$218.00)	265.85
21. Cayman Islands Health Services (KYD \$350.00) (Doctor Visits)	426.83
22. Cayman Islands Health Services (KYD \$120.00) (Psychiatrist visit)	146.34
23. Dr. Steve Tomlinson – Grand Cayman (KYD \$1400.00 – visits over 3 years)	1,707.32
24. Medlab (X-rays)	85.00
25. Island Chiropractic (KYD \$4,980.00) (Therapy for Spinal Injuries)	6,073.17
26. Island Chiropractic (KYD \$1,200.00) (Continued Therapy)	1,463.41

Total

83,743.81

6. Interest on such damages pursuant to The Judicature Law (1995 Revision) for the period 17 August 1996 until the date of payment being \$20,245.34 as at 16 August 2002 and continuing to accrue at a daily rate of \$9.17

And the plaintiff claims:

- (1) A declaration that the policy covers her and that pursuant to the policy she is entitled to be indemnified by the defendants in respect of her liability to the Baptiste Hospital, and all other health care providers.
- (2) An Indemnity in the sum of \$83,743.81 or alternatively damages for breach policy.
- (3) Interest on (2) above pursuant to The Judicature Law (1995 Revision), the plaintiff is entitled to and claims interest on such sums as are found to be due at such rate and for such period as the Court shall think fit.
- (4) Costs



WOODWARD TERRY & COMPANY

THIS WRIT was issued by Clyde H. Allen whose address for service is Woodward Terry & Company, Attorneys-At-Law PO Box 822 GT, West Wind Building, Harbour Drive and Fort Street, Grand Cayman, Cayman Islands, BWI.

IN THE GRAND COURT OF THE CAYMAN ISLAND
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO. OF 2002

BETWEEN MICHELLE EVANS PLAINTIFF
AND: BRITISH AMERICAN 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 the proceedings (*tick appropriate box*)

yes no

3. If the claim against the Defendant is for a debt or a 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 (*tick box*)

yes

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

Address for service: (please see overleaf)

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 or 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.

C. H. Allen
Woodward Terry & Company
Attorneys-At-Law
PO Box 822 GT
West Wind Building
Harbour Drive and Fort Street
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.

[Empty box for defendant's attorney indorsement]