

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE No: ¹⁹⁰² OF 2002

BETWEEN: CAYMAN GENERAL INSURANCE COMPANY LTD
PLAINTIFF

AND: (1) GERMAINE ERINA JANE EBANKS
(2) COLIN WILLIAMS
DEFENDANTS

WRIT OF SUMMONS

TO: **Germaine Erina Jane Ebanks** of PO Box 1295GT, George Town, Grand Cayman and **Colin Williams** c/o 75 Fort Street, The Huntlaw Building, PO Box 190GT, 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 following pages.

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 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 24th day of September 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 issue unless renewed by order of the Court.

IMPORTANT

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



The Plaintiff's claim is for the following:

- 1 Against the First and Second Defendants, the following Declarations, for the purposes of Section 15(3) of the Motor Vehicle Insurance (Third Party Risks) Law (1997 Revision), and for all purposes, that:
 - (a) The Plaintiff was entitled to and did avoid on the grounds of non-disclosure of material facts and/or false representation of material facts, by a letter dated 27 August 2002 from the Plaintiff's attorneys to the First Defendant, a policy of motor insurance having policy number 03PC11001022 in respect of a Honda Accord Sedan motor vehicle having registration number 82789 effected on or about 15 November 2000;
 - (b) The Plaintiff was entitled to and did avoid on the grounds of non-disclosure of material facts and/or false representation of material facts, by a letter dated 9 September from the Plaintiff's attorneys to the First Defendant, a policy of motor insurance having policy number 03PC02010162 in respect of a Toyota Land Cruiser Jeep motor vehicle having registration number 82850 effected on or about 8 February 2001;
- 2 Against the First Defendant only, the following Declarations, for the purposes of Section 15(3) of the Motor Vehicle Insurance (Third Party Risks) Law (1997 Revision), and for all purposes, that:
 - (a) The Plaintiff was entitled to and did avoid on the grounds of non-disclosure of material facts and/or false representation of material facts, by a letter dated 27 August 2002 from the Plaintiff's attorneys to the First Defendant, a further policy of motor insurance in respect of the Honda Accord Sedan motor vehicle having registration number 82789 effected on or about 15 November 2001.
 - (b) The Plaintiff was entitled to and did avoid on the grounds of non-disclosure of material facts and/or false representation of material facts, by a letter dated 9 September 2002 from the Plaintiff's attorneys to the First Defendant, a further policy of motor insurance in respect of a Toyota Land Cruiser Jeep motor vehicle having registration number 82850 effected on or about 8 February 2002.
 - (c) In the alternative to paragraph 2(b) above, the policy referred to in paragraph 2(b) above lapsed and did not continue in any way or for any period of time following 8 February 2002 on the ground that the First Defendant failed to pay the premium or any part thereof which was due to the Plaintiff.
- 3 Against the First Defendant only, an Order that the First Defendant do deliver up forthwith to the Plaintiff all policies of insurance, certificates or cover notes issued by the Plaintiff to the Defendant pursuant to Regulation 3 of the Motor Vehicle Insurance (Third Party Risks) Regulations (1997 Revision) in respect of each of a

Honda Accord Sedan motor vehicle having registration number 82789 and a Toyota Land Cruiser Jeep motor vehicle having registration number 82850.

- 4 Against the Second Defendant only, the following Declarations, for the purposes of Section 15(3) of the Motor Vehicle Insurance (Third Party Risks) Law (1997 Revision), and for all purposes, that:
 - (a) The Second Defendant is not entitled to maintain any claim against the Plaintiff, under Section 15 of the Motor Vehicle Insurance (Third Party Risks) Law (1997 Revision) or otherwise, in respect of any judgment he might obtain against Mr Ronald Bennett in proceedings in the Grand Court of the Cayman Islands having cause number 448 of 2002 or at all, or to seek and/or obtain payment from the Plaintiff of any such judgment or any part thereof or any costs or disbursements incurred in obtaining any such judgment.
 - (b) The notice served on the Plaintiff by his attorneys, Hunter & Hunter, dated 2 July 2002, was invalid and there is no policy of insurance effected with the Plaintiff which might entitle the Second Defendant to make any claim against the Plaintiff pursuant to Section 15 of the Motor Vehicle Insurance (Third Party Risks) Law (1997 Revision) or at all.
- 5 Further or other relief.
- 6 Costs.

Dated this 24th day of September 2002


Truman Bodden & Company
Attorneys for the Plaintiff

THIS WRIT was issued by Truman Bodden & Company, Attorneys-at-Law, whose address for service is 3rd Floor, Anderson Square Building, PO Box 866GT, George Town, Grand Cayman, British West Indies (reference PWJ), Attorneys for the Plaintiff, Cayman General Insurance Company Limited.