

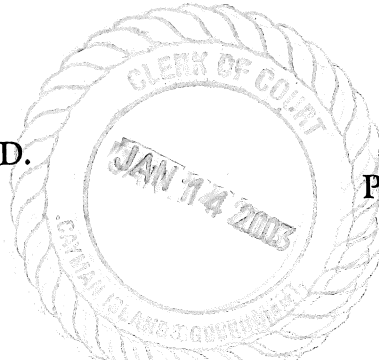
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 21 OF 2003

BETWEEN:



CAYMAN INSURANCE CENTRE LTD.



PLAINTIFF

AND

CAYMAN REPAIRS APPLIANCES & AIR CONDITIONING LTD.

DEFENDANT

**WRIT OF SUMMONS**

TO: Cayman Repairs Appliances & Air Conditioning Ltd.  
PO Box 1226 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 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 13<sup>th</sup> day of January 2003.

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 Acknowledgement of Service are given with the accompanying form.

## STATEMENT OF CLAIM

1. The Plaintiff is a company incorporated pursuant to the laws of the Cayman Islands and at all material times provided homeowners comprehensive insurance coverage to the Defendant. The Plaintiff's registered office is PO Box 10056 APO George Town, Grand Cayman.
2. The Defendant, Cayman Repairs Appliances & Air Conditioning Ltd. was at all material times holder of policy Number 335. Its registered office is Charles Adams Ritchie & Duckworth, PO Box 709 GT, Grand Cayman.
3. In or about March 1999, the Plaintiff and the Defendant entered into an agreement whereby the Plaintiff would provide group health insurance coverage for the Defendant and the Defendant would pay all premiums for such coverage.
4. The Plaintiff did provide such property insurance coverage in accordance with the agreement for the full year of the coverage and thereafter until 30 September 2001 at which time the insurance was cancelled by the Plaintiff due to the Defendant breaching its obligation to pay premiums as agreed.
5. The Defendant failed to pay all premiums as due and as of the date of commencement of this proceeding. The Defendant owes to the Plaintiff all unpaid premiums plus interest and costs.
6. The Plaintiff claims interest at the rate as set by and in accordance with the Judicature Law (1995 Revision) from the date of the unpaid invoice (1 February 2001).
7. As a result of the default of the payments the Plaintiff is entitled to judgment against the Defendant for damages to be proved.

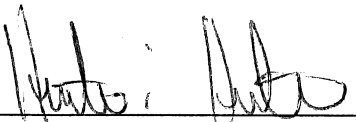
**AND THE PLAINTIFF CLAIMS:**

- a. Pre and post judgment interest from 1 February 2001 being the date of the first unpaid invoice calculated in accordance with the Judicature Law (1995 Revision) from 01 February 2001 to commencement of proceedings (9 January 2003)
- b. Costs on a standard or indemnity basis pursuant to the Court Cost Rules 2001;
- c. Such further relief as this Honourable Court deems just.

**INTEREST INDORSEMENT**

Pursuant to Order 6(2) (e)

1. Prescribed rate of interest during the entire period of the claim is 4.5% per year.
2. The date from which interest accrues is from 1 February 2001.
3. The total interest claimed is unknown as at the date of issuance of this claim.
4. The amount of interest accruing each day following the issuance of the Writ is unknown as at the date of issuance of this claim.



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**HUNTER & HUNTER**

THIS WRIT was issued by Hunter & Hunter, Attorneys-at Law for the Plaintiff whose address for service is that of its said Attorneys, namely 75 Fort Street, The Huntlaw Building, P.O. Box 190 GT, Grand Cayman, Cayman Islands (Ref.WAS/02744.045).

## DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE OF WRIT OF SUMMONS

1. The accompanying form of Acknowledgement 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, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement 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).

If a Statement of Claim is indorsed on the Writ (i.e. the words of "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 Acknowledgement, 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 instalments or otherwise.

*See over for notes for guidance*

*Please complete overleaf*

## Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. 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.
3. Where the Defendant is sued 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 Writ of Summons*)”.
4. 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.
5. 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.
6. 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.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

B E T W E E N :

CAYMAN INSURANCE CENTRE LTD.

PLAINTIFF

AND

CAYMAN REPAIRS APPLIANCES & AIR CONDITIONING LTD.

DEFENDANT

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**ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS**

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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.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged:

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2. State whether the Defendant intends to contest the proceedings (tick appropriate box)    
Yes No

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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 (tick box)  Yes

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Service of the Writ is acknowledged accordingly

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(signature)

[Attorney] for Defendant

Address for service:

**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.*

Hunter & Hunter  
Attorneys-at-Law  
The Huntlaw Building  
75 Fort Street  
P.O. Box 190 GT  
Grand Cayman  
Tel: 949-4900  
Fax: 949-4901  
(WAS/02744.045)

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