

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 28 OF 2003

BETWEEN:

LORRAINE WORKMAN

Plaintiff

AND

BRITISH CAYMANIAN INSURANCE AGENCIES, LTD.

Defendant

WRIT OF SUMMONS

TO: British Caymanian Insurance Agencies, Ltd.
PO Box 74 GT
Grand Cayman

JAN 17 2003

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 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

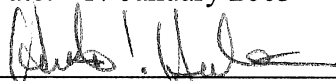
1. The Plaintiff is an individual residing in Ontario, Canada.
2. The Defendant is an insurer formed pursuant to the laws of the Cayman Islands and is licensed and operates as a domestic insurer pursuant to the Insurance Law (2001 Revision).
3. As of 31 December 1999, the Defendant had issued an insurance policy in favour of Sandy Anthony Bush pertaining to the operation of a vehicle registered in the name of Sandy Anthony Bush. In connection with the issuance of the policy, a Certificate of Insurance was issued by the Defendant to Sandy Anthony Bush.
4. On 31 December 1999, the Plaintiff was a pedestrian on West Bay Road when a vehicle operated by Sandy Anthony Bush was traveling northbound on West Bay Road towing a boat.
5. While or before passing the Plaintiff a piece of the boat or equipment attached to the boat swung out over the sidewalk upon which the Plaintiff was walking. The part of the boat, or equipment attached thereto, struck the Plaintiff causing the Plaintiff to strike the ground with considerable force.
6. During the attendance of an investigating officer of the RICP at the accident, Sandy Anthony Bush produced a Certificate of Insurance issued in compliance with the Motor Vehicle Insurance (Third Party Risks) Law (1991 Revision). The Defendant was identified to the RCIP as the insurer of Sandy Anthony Bush.
7. At all material times the policy of insurance issued by the Defendant in favour of Sandy Anthony Bush was valid and provided insurance coverage for third party liability insurance for Sandy Anthony Bush in connection with his operation of the insured motor vehicle.
8. A proceeding was commenced against Sandy Anthony Bush on 2 May 2002 and assigned Cause No. 315 of 2002.
9. A Notice to the Defendant was delivered on 9 May 2002 pursuant to Section 15 of the Motor Vehicle (Third Party Risk) Law (1997 Revision).
10. In Cause No. 315 of 2002, by way of Consent Order dated 31 October 2002, liability of the Defendant's insured was determined as follows:
 - a. That Sandy Anthony Bush pay to the Plaintiff the sum of CDN\$12,394.47 in full settlement of damages claimed;
 - b. That the payment shall be delivered to the attorneys for the Plaintiff on or before 1 November 2002; and

- c. Costs were awarded to the Plaintiff in the proceeding, to be taxed if not agreed.
11. A Default Costs Certificate was issued on 24 December 2002.
12. The Default Costs Certificate was served on the attorneys for Sandy Anthony Bush, who were instructed by the Defendant in this proceeding, on 2 January 2003.
13. No application was made to set aside the Default Costs Certificate within 14 days of the date of service of the Default Costs Certificate. Further, no communications were received whatsoever from Sandy Anthony Bush, his attorneys, or the Defendant in this proceeding as of the date of issuance of this proceeding. The damages determined by the Consent Order referred to above were inclusive of interest and, accordingly, the Plaintiff claims interest in this proceeding on the amount of costs of US\$7,800 from the date of service of the Default Costs Certificate, being 2 January 2003.
14. Interest as of the date of the issuance of this proceeding, 17 January 2003, is US\$14.40, and this interest is claimed together with interest further accruing from 18 January 2003 at the rate as determined by the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules as revised from time to time, with a present per diem interest accruing of 96 cents per day.
15. The Plaintiff pleads and relies upon the Motor Vehicle (Third Party Risks) Law (1997 Revision).

AND THE PLAINTIFF CLAIMS:

- (a) US\$7,800.00 being unpaid costs as awarded in Cause No. 315 of 2002;
- (b) Pre- and post-judgment interest on the above sum pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules as revised from time to time; and
- (c) Fixed costs of CI\$250.00 (US\$304.88) in this proceeding plus filing fees in connection with the issuance of this claim, plus costs of service of CI\$45.00 (US\$54.87) for the service of the Writ of Summons and Statement of Claim.
- (d) Alternatively costs on a standard or indemnity basis.

Date: 17 January 2003



Hunter & Hunter
Attorneys-at-Law for the Plaintiff

INDORSEMENT

The amount claimed in respect of the debt is:

1. US\$7,800 as principal
2. US\$14.40 as interest to the issuance of the Writ of Summons (17 January 2003), for a total amount of US\$7,814.40.
3. The amount of fixed costs is US\$250.00;
4. The amount of issuing the Writ of Summons is CI\$150.00.

If within the time for returning the Acknowledgment of Service the Defendant pays the Plaintiff the sum claimed, costs and interest to date of payment, further proceedings will be stayed.

STATEMENT REGARDING INTEREST Pursuant to Order 6(2)(f)

- (i) The prescribed rate of interest during the relevant period is 4.5%;
- (ii) The date from which interest accrues is from 2 January 2003;
- (iii) Total interest claimed from the date of issuance of the Writ of Summons is US\$14.40;
- (iv) The amount of interest accruing each day following issuance of the Writ is 96 cents.

This Writ of Summons and Statement of Claim was filed by Hunter & Hunter, Attorneys-at Law for the Plaintiff whose address for service is that of their said Attorneys, namely 75 Fort Street, The Huntlaw Building, P.O. Box 190 GT, Grand Cayman, Cayman Islands (Ref.WAS/08941.002).

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 28 OF 2003

B E T W E E N:

LORRAINE WORKMAN

Plaintiff

AND

BRITISH CAYMANIAN INSURANCE AGENCIES LTD.

Defendant

ACKNOWLEDGEMENT OF SERVICE

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 judgment 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 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.

<p style="text-align: center;">Hunter & Hunter The Huntlaw Building 75 Fort Street PO Box 190 GT Grand Cayman Telephone: (345)949-4900 Telefax: (345)949-4901</p> <p style="text-align: right;">REF:WAS/08968.001</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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DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

1. 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 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment 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 "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 Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, 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

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.