

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2005

52

B E T W E E N:

VICTORIA F. HAYNES

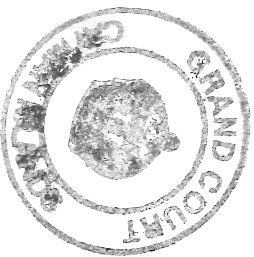
Plaintiff



AND

N.E.M. (WEST INDIES) INSURANCE LIMITED

Defendant



WRIT OF SUMMONS

TO:

The Defendant
In care of its Registered Offices:
Fidelity Insurance (Cayman) Ltd.
P.O. Box 2174 GT
Grand Cayman

AND TO:

The Defendant
In care of its Registered Agent, Balderamos Insurance Services Limited
Suite 103, Crighton Building
P.O. Box 30619 SMB
Grand Cayman

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 495 GT, 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 February 2005

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 Victoria F. Haynes. Her address is 22010 Turner, Chapel Hill, North Carolina, 27517, USA. Her address for service in this proceeding is in care of her attorneys, Appleby Spurling Hunter, 75 Fort Street, Clifton House, P.O. Box 190 GT, Grand Cayman, Cayman Islands, B.W.I.
2. The Defendant is an insurance company registered pursuant to the *Insurance Law (2003 Revision)* of the Cayman Islands to issue insurance on property in the Cayman Islands. Its address for service is in care of its Registered Offices, Fidelity Bank (Cayman), P.O. Box 2174 GT, Grand Cayman, Cayman Islands.
3. In or about March 2004 an insurance policy C8 SPU 1933386 was issued by the Defendant in favour of the Plaintiff providing comprehensive insurance coverage for the Plaintiff's vehicle described as follows:

Registration No. 41486

Make: Mercedes Benz

Model No.: ML 320
4. The relevant and material terms of the insurance policy included as follows:
 - a. Stated insurance coverage of the vehicle was CI\$35,000;
 - b. The coverage was for comprehensive insurance including loss by flood, typhoon or hurricane;
 - c. In the event of loss, the Defendant would repair the motor vehicle or replace the motor vehicle with one of comparable type and size or pay in cash the amount of the loss up to either market value of the motor vehicle or the amount of the insurance, whichever was less.

5. On or about September 11 and 12, 2004, the Plaintiff's vehicle sustained damage as a result of flooding and winds of hurricane Ivan. The vehicle was professionally determined to have a degree of damage due to salt water to rendering it unfeasible to repair and accordingly the vehicle was a write-off.
6. The vehicle was professionally determined to have a pre-damage value of CI\$31,000.00.
7. The Plaintiff has made numerous requests to the local agent of the Defendant, Balderamos Insurance Services Limited, for confirmation of coverage. No response was received from the agent for the Defendant to any of the requests.
8. The Plaintiff claims that she has suffered loss of \$31,000 being the value of the vehicle.
9. On the basis of the above, the Plaintiff is entitled to the sum of \$31,000.00, being the amount of her loss to which the Defendant is liable pursuant to the terms of the insurance contract pleaded above.
10. The Plaintiff further claims interest on the sum of CI\$31,000.00 pursuant to section 34 of the *Judicature Law (2002 Revision)* and the *Judgment Debts (Rates Of Interest) Rules* as amended from time to time.

AND THE PLAINTIFF claims:

1. CI\$31,000.00 being the amount of loss for which the Defendant is liable;
2. Pre and post Judgment interest pursuant to section 34 of the *Judicature Law (1995 Revision)* and the *Judgment Debts (Rates Of Interest) Rules* as amended from time to time;
3. Costs on an indemnity or, alternatively, standard basis; and
4. Such other and further relief as this honourable Court deems just.

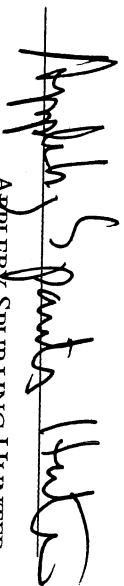
INDORSEMENT REGARDING INTEREST

(Order 6(2)(f) of the Grand Court Rules)

1. The prescribed rate of interest during the entire relevant period from 12 September 2005 (the date of loss) is 3%;
2. The date from which interest is claimed is the date of loss;
3. The total amount of interest claimed from the date of loss and as at the date of the issue of the Writ of Summons is CI\$348,95;
4. The amount of interest accruing each day following the issue of the Writ of Summons is CI\$2.55 per day.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$31,348.95 (including interest) plus costs to be assessed further proceedings will be stayed. The money must be paid to the Plaintiff by way of her Attorney.

Dated the 9 day of February 2005


APPLEBY SPURLING HUNTER

THIS WRIT OF SUMMONS and STATEMENT OF CLAIM was issued by Appleby Spurling Hunter of Clifton House, 75 Fort Street, P. O. Box 190 GT, Grand Cayman, Cayman Islands (Ref. 09673/002), Attorneys-at Law for the Plaintiff.

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

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.

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.

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

Appleby Spurling Hunter
Attorneys-at-Law
Clifton House
75 Fort Street
P.O. Box 190 GT
George Town
Grand Cayman
Ref. WAS/09673.002

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