

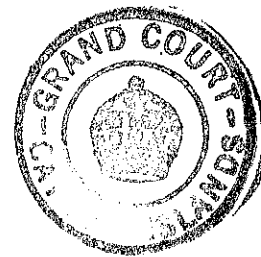
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 498 OF 1996

BETWEEN: PAN-AMERICAN INTERNATIONAL
INSURANCE CORPORATION Plaintiff

AND: MAURICIO JACOBO WOSLAWSKI Defendant

WRIT OF SUMMONS



TO: Mauricio Jacobo Woslowski
Constitucion 3610
1239 Buenos Aires
Argentina

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claims set out on the next pages.

Within _____ 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, 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 Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

Issued this 27th day of September, 1996.

NOTE - This Writ may not be served later than six (6) calendar 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

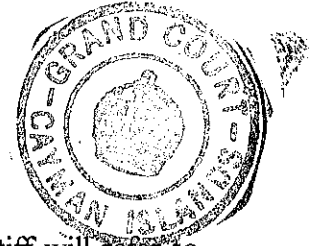
- 1.. The plaintiff is an insurance company formed and duly licensed under the laws of the Cayman Islands

2. The defendant is an Argentinian national who is domiciled and resident in Argentina.

3. On 30th July, 1992, Citizens Insurance Company of America, an American insurer registered in Denver, state of Colorado, one of the United States of America and which has an office in Austin, state of Texas, one of the United States of America, issued a life insurance policy bearing number 7202562588 ("the Citizens policy") whereby it insured the life of Susana Gautier ("the insured"), an Argentinian national residing in Argentina, for the sum of US\$250,000.00 and an additional sum of US\$150,000.00 in case of accidental death. The defendant is the named beneficiary under the Citizens policy.

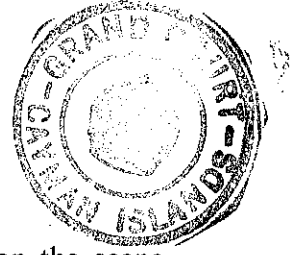
4. The defendant's life was also insured by the Citizens policy and, in the event of his death, the said Susana Gautier is the named beneficiary thereof.

5. On 12th May, 1993, the plaintiff issued a life insurance policy bearing number 4800-542 ("the Pan-American policy") whereby it insured the life of Susana Gautier ("the insured") for the sum of US\$500,000.00 and an additional sum of US\$200,000.00 in case of accidental death by a rider to the said policy dated 12th October, 1993. The defendant is the named beneficiary under the Pan-American



policy. The Pan-American policy is written in Spanish. The plaintiff will refer to the said policy, at the trial of the action, for its full terms and legal effect.

6. The defendant claims that the insured died in a motor vehicle accident in the province of Neuquen, Argentina, on 18th March, 1994.
7. Under the provisions of clause 3 of the general conditions of the Pan-American policy, the plaintiff was obliged to pay the death benefits set out in paragraph 5 hereof upon receipt of "irrefutable evidence" of the insured's death.
8. The insured was born on 9th August, 1948. She was the president of a technical institute ("the technical institute").
9. The defendant claims that the insured died on 18th March, 1994 when the automobile ("the automobile") which she was driving on highway 237, in the province of Neuquen, Argentina, left the road, overturned several times and caught fire at approximately 12:30 p.m. ("the accident").
10. The plaintiff received from the defendant, shortly after 18th May, 1994, an alleged proof of death with respect to the insured which consisted of a declaration of the claimant signed by the defendant on a form provided by the plaintiff, an alleged death certificate with respect to the insured ("the death certificate") and a statement by a physician on a form provided by the plaintiff.



11. A cameraman from Interior Neuquino, a television station, arrived on the scene with his crew shortly after the accident while the automobile was still burning and he videotaped what he saw.
12. A human body was found inside the vehicle after the accident. It was probably that of a female person. It was charred beyond identification and recognition. No autopsy was or could be conducted. The body was released to the insured's family and interred.
13. The body was totally carbonised and consumed by fire and it was totally unrecognisable. It was impossible to identify it through the means of an old injury which the insured had allegedly suffered or to perform DNA tests for identification purposes.
14. A number of personal effects were found at the site of the accident. Some were burned and impossible to identify and others were intact. The latter included papers and a necklace which were identified by the insured's daughter as belonging to her mother. One document found on the site was the insured's driver's licence.
15. The automobile was registered in the name of the technical institute.
16. The personal items which were used by the insured's daughter for the purpose of identifying the remains as those of her mother (a metal bracelet with hanging charms, two metal buttons, a typewriter without a brand name and "various documents") were found in a box some meters from the final resting place of the



automobile. Such items are normally carried by a woman in her purse. No purse was ever found on the site.

17. The defendant and the insured were business partners in the technical institute. The defendant, moreover, had lent money to the insured and one of the purposes of the Pan American policy was to secure the reimbursement of the funds so advanced.
18. The Argentinian authorities carried out a judicial investigation (the "judicial investigation") into the accident. It ended on or about 9th February, 1995 with a finding that no crime had been committed.
19. The judicial investigation related to the death of a named person, the insured, until the name of the deceased was changed, at the plaintiff's request, to "N.N.", which means "No Name", on 14th February, 1995.
20. The plaintiff has insisted, since it has received the defendant's claim under the Pan-American policy, on being furnished with irrefutable evidence that the body found in the automobile after the accident was that of the insured by reason of the facts set out in paragraphs 11 to 19 hereof and, in addition, for the following reasons:
 - (a) The amount of insurance on the life of the insured in case of accidental death under the Citizens and Pan American policies is US\$1,100,000.00.



- (b) The accident occurred less than two years after the issuance of the Citizens policy and approximately nine months after the issuance of the Pan-American policy.
 - (c) Both policies were written within a period of approximately eleven months.
21. The plaintiff began proceedings in 1994, before a court in Argentina, whereby it challenged the death certificate. These proceedings were dismissed on 24th October, 1995 on procedural grounds and that judgment was clarified on 4th December, 1995 and on 15th December, 1995.
 22. The plaintiff also intervened in the Argentine equivalent of the Probate and Administration file which was opened with respect to the insured after the above accident. That intervention was dismissed without a hearing on 13th June, 1995.
 23. The plaintiff, together with Citizens, began fresh proceedings before the Civil, Commercial, Labour and Mining Court of First Instance of Cutral-Co, Argentina ("the Argentinian court"), on 18th March, 1996, to set aside the death certificate. The plaintiff has since taken a number of steps in these proceedings and they are still pending.
 24. The Argentinian court has renamed the proceedings referred to in the preceding paragraph as "Citizens Insurance Company of America et al. vs. Woslowski, Mauricio Jacobo, et al. re: impugment of falsity" on 12th August, 1996. This step has formalised the plaintiff's challenge to the validity of the death certificate.



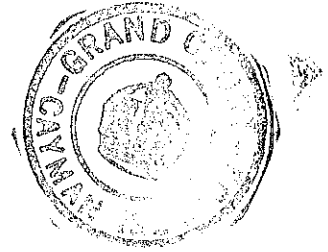
25. The defendant began proceedings against Citizens before the District Court of Travis County, state of Texas, one of the United States of America, on or about 8th March, 1996. He claimed, by his complaint, the sum of US\$400,000.00 under the terms of the Citizens policy, interest thereon at twelve percent per annum, attorney's fees and damages in the amount of US\$3,500,000.00 allegedly "occasioned by Defendant's lack of good faith".
26. The defendant's American attorneys sent the plaintiff a letter before action on 22nd March, 1996 whereby they demanded payment of a sum of US\$700,000.00 representing the death benefits allegedly due under the Pan-American policy. They went on to state, in their letter, that if the plaintiff was unable to pay its alleged debt because it was undercapitalised, the defendant would apply for an order that it be liquidated.
27. In another letter to the plaintiff of 14th June, 1996, the defendant's American attorneys stated that the technical institute had been destroyed as a result of the plaintiff's refusal to pay the amount claimed to be due under the said policy and claimed that the plaintiff was responsible for damages in excess of US\$5,000,000.00.
28. The said attorneys wrote, in a letter to the plaintiff of 17th July, 1996, that the plaintiff's actions were directed out of its offices in New Orleans and that it was "effectively conspiring to damage" their client and owed him the sum of US\$700,000.00 "plus damages which are now in excess of" US\$5,000,000.00. They claimed that the plaintiff had waived its right to the Cayman jurisdiction in



allegedly attempting to avoid its responsibility and waiting "until the statute of limitations runs" and that it had failed "in good faith to take advantage of the opportunity to pursue any legitimate identification". The issue of the damage to the technical institute was raised again in that letter. They also claimed that the plaintiff's liability "has its origin in the United States with all the instruments necessary to jurisdiction having been supplied by the different persons in your companies within the United States". The letter contains a not-so-veiled threat to hold the plaintiff's corporate secretary personally responsible for the damages which the defendant claims.

29. The defendant's American attorneys wrote the plaintiff again on 13th August, 1996. They alleged *inter alia*, in that letter:

- (a) That Pan-American was acting in bad faith and was simply trying to delay and damage the beneficiary of its policy.
- (b) That the plaintiff's corporate secretary and the other officers of Pan-American dealing with this matter were to be found in the United States of America and that their client's damages could now be assessed at US\$5 million "aside from potential punitive damages".
- (c) That they wished "to leave no questions that the demand" had "been duly made and understood as delivered to" me, the other officers of Pan-American, Pan-American itself "and its parent company".



30. Clause 27 of the general conditions of the Pan-American policy provides that the rights and obligations of the parties arising therefrom are governed by the laws of the Cayman Islands and that the said policy is executed in the Cayman Islands in regards to both payments of premiums, benefits and surrenders and to the fulfilment of amendments, agreements, modifications and endorsements issued thereunder.

31. By clause 14 of the said general conditions, the plaintiff, the insured and, through her, the defendant agreed that the courts of the Cayman Islands should have sole jurisdiction and competence to hear and decide each and every claim or demand arising out of the Pan-American policy or from the acts of the parties thereto that could be affected by the rights and obligations arising therefrom.

32. The person who signed the death certificate is a police corporal who was instructed to do so by one of his superior officers on behalf of his Commissioner of Police in order to allow the body found in the automobile after the accident to be moved to the town of San Carlos de Bariloche. He is not a relative of the insured, was not present at the death, did not find the body or take charge thereof and did not cause the body to be buried or cremated.

33. The plaintiff claims that it has not received irrefutable evidence of the insured's death.

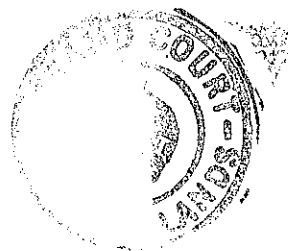
34. Further and in the alternative, the plaintiff claims that even if the death certificate could be normally considered as such evidence, it is not in this matter by reason of the facts set out in paragraphs 11 to 20 hereof.

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT:-



- (A) A DECLARATION that the plaintiff has not been furnished with irrefutable evidence of the death of Susana Gautier, its insured under its policy no. 4800-542 ("the policy").
- (B) FURTHER AND IN THE ALTERNATIVE, A DECLARATION that the plaintiff has not been furnished with irrefutable evidence of the accidental death of the said Susana Gautier.
- (C) A DECLARATION that the plaintiff is not bound to pay the defendant any benefits or other sums under the policy until such time as it has been furnished with irrefutable evidence of the death of Susana Gautier.
- (D) FURTHER AND IN THE ALTERNATIVE, A DECLARATION that the plaintiff is not bound to pay the defendant any benefits payable under the policy in case of accidental death until such time as it has been furnished with irrefutable evidence of Susana Gautier's accidental death.

- (E) A DECLARATION that the courts of the Cayman Islands have exclusive jurisdiction to hear and determine any and all disputes between the plaintiff and the defendant arising from the allegation that Susana Gautier has died and/or that her alleged death was accidental and any and all actions or other proceedings wherein the defendant claims anything against the plaintiff, as a result of the alleged death of the said Susana Gautier, under the terms of the policy.
- (F) AN ORDER permanently enjoining and restraining the defendant from beginning, pursuing, taking any step in, or otherwise prosecuting any action, claim or other proceeding against the plaintiff arising out of the allegation that Susana Gautier has died and/or that her alleged death was accidental in any court of any jurisdiction in the United States of America or anywhere else in the world save the Cayman Islands.
- (G) FURTHER and/or other orders and/or declarations.
- (H) THE COSTS of this action.



Dated this 26th day of September, 1996

Hunter & Hunter
Attorneys-at-law for the plaintiff

To: The Clerk of the Court
And to: The defendant



THIS WRIT OF SUMMONS was issued by Hunter & Hunter, the attorneys-at-law for the plaintiff herein, whose address is The Huntlaw Building, Fort Street P.O. Box 190, George Town, Grand Cayman, B.W.I.

**DIRECTIONS FOR ACKNOWLEDGEMENT 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 495, 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 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 Acknowledgement 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

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS



BETWEEN: PAN-AMERICAN INTERNATIONAL INSURANCE CORPORATION

PLAINTIFF

AND: MAURICIO JACOBO WOSLAWSKI

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 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 communication 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
The Huntlaw Building
Fort Street
P.O. Box 190
George Town
Grand Cayman

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]