

IN THE GRAND COURT OF THE CAYMAN ISLANDS

BETWEEN

BRITISH AMERICAN INSURANCE COMPANY
LIMITED

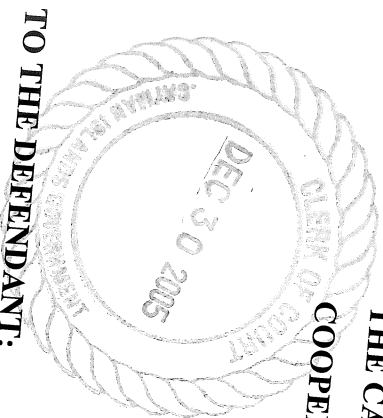
PLAINTIFF

CAUSE NO. *598* OF 2005

AND:

THE CAYMAN ISLANDS CIVIL SERVICE
COOPERATIVE CREDIT UNION LIMITED

DEFENDANT



TO THE DEFENDANT:

WRIT OF SUMMONS

The Cayman Islands Civil Service Association
Cooperative Credit Union Limited
P O Box 1450 GT
George Town
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 G.T., 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: *BSR*
December 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 Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times a registered company in the Cayman Islands.
2. The Defendant is a business based in the Cayman Islands which among other things offers mortgages to consumers.
3. At a date not known to the Plaintiff, the Defendant provided a mortgage to Ms. Sonia Jeffers-Foster in respect of her property at Number 13 Randyke Gardens, George Town (“the Property”).
4. The Defendant had insured Ms Jeffers-Foster against, inter alia, property damage to the Property by a policy which expired 22nd May 2004.
5. Ms Jeffers-Foster fell behind with premium payments in respect of that policy, so that by 7th April 2004 she was in arrears to the amount of CI\$848. By letter dated 7th April 2004 Ms Jackson of the Plaintiff informed Ms Jeffers-Foster that the policy could not be renewed until the outstanding premium had been paid.
6. Ms Jeffers-Foster made a further payment to the Plaintiff on 12th July 2004, but it was insufficient to pay off the arrears for the policy which had expired 22nd May 2004.
7. In the circumstances the Plaintiff did not renew Ms Jeffers-Foster’s policy on the Property.
8. On or about 13th September 2004, Ms. Jeffers Foster submitted to the Plaintiff a claim for damage sustained to the Property and its contents caused by Hurricane Ivan.
9. Because of the difficult circumstances in which the Plaintiff was operating after Hurricane Ivan, and in reliance upon Ms Jeffers-Foster’s assertion that she was insured by the Plaintiff, the Plaintiff issued a cheque dated 12th October 2004 in the sum of CI\$50,000.00 made payable to the Defendant (as mortgagee) or Ms Jeffers-Foster by way of interim payment; and sent it to the Defendant, who cashed it.

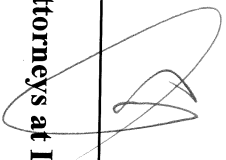
10. A Release Form was signed on 18th October 2004 by both the Defendant and Ms Jeffers-Foster confirming receipt of the cheque for CI\$50,000.00 in partial settlement of Ms. Jeffers-Foster's claim.
11. On or around 21st November 2004 the Plaintiff realised that Ms Jeffers-Foster was not in fact insured by the Plaintiff and therefore required the Defendant to put a hold on the CI\$50,000 being released to Ms. Jeffers-Foster and/or used by the Defendant. Ms Jenny Haylock of the Defendant confirmed that the sum of CI\$50,000.00 would be kept secure.
12. Ms. Jeffers-Foster has instructed Woodward Terry & Company to act in this matter on her behalf. However, they have not made any claim to the CI\$50,000.00.
13. The Plaintiff has provided the Defendant with documentation confirming that Ms. Jeffers-Foster had no contract of insurance with the Plaintiff.
14. Under the circumstances, the Plaintiff paid the said sum of CI\$50,000.00 under mistake of fact to the Defendant; the mistake being that Ms Jeffers-Foster held a property insurance written by the Plaintiff which would indemnify her against damage to the Property caused by Hurricane Ivan.
15. In fact, as set out above, Ms Jeffers-Foster had no such insurance policy.
16. The Defendant is obliged to pay back to the Plaintiff the said sum of CI\$50,000.00. However, the Defendant has unlawfully retained the sum of CI\$50,000.00 and has refused to return the said sum to the Plaintiff.
17. The Plaintiff therefore claims herein the sum of CI\$50,000.00.

AND THE PLAINTIFF CLAIMS:

1. CI\$50,000.00;
2. Pre and post judgment interest thereon, pursuant to the Judicature Law (1995 Revision);
3. Costs;
4. Further and/or other relief as this Honourable Court deems appropriate.

If within the time for returning the acknowledgment of service the Defendant pays the total amount claimed of **C1\$50,000.00**, further proceedings will be stayed. The funds must be paid to the Plaintiff or its attorney.

Dated 30th December 2005



CAMPBELLS
Attorneys at Law for the Plaintiff

THIS WRIT is filed by Campbells, Attorneys at Law for the Plaintiff herein, whose address for service is 4th Floor, Scotiabank Building, George Town, Grand Cayman. (ref: STM/BJH/11936)

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 598 OF 2005

BETWEEN BRITISH AMERICAN INSURANCE COMPANY LIMITED PLAINTIFF

AND: THE CAYMAN ISLANDS CIVIL SERVICE COOPERATIVE CREDIT UNION LIMITED DEFENDANT

ACKNOWLEDGEMENT 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.

2. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged - The Cayman Islands Civil Service Cooperative Credit Union

3. State whether the Defendant intends to contest the proceedings (tick appropriate box) [] yes [] no

4. 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 [] no [] N/A

Service of the Writ is acknowledged accordingly

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.

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

Campbells Attorneys at Law PO Box 884 GT George Town Grand Cayman Ref: STM/BJH/11936

Endorsement 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 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 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 is 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 his 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.