

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 379 OF 2006

B E T W E E N:

CAYMAN INSURANCE CENTRE LTD.



Plaintiff

AND

J D S LTD. T/A CANON

Defendant

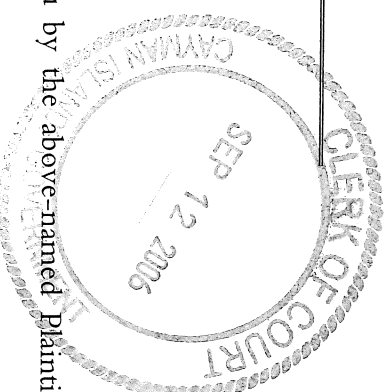
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WRIT OF SUMMONS

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TO: J D S Ltd. t/a Canon  
PO Box 10901  
Grand Cayman KY1-1007  
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, PO Box 495, Grand Cayman, KY1-1106, 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 judgment may be entered against you forthwith without further notice.

Issued this 11<sup>th</sup> day of September 2006

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.

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**STATEMENT OF CLAIM**

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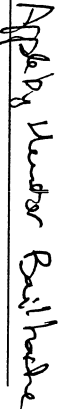
1. The Plaintiff is a company incorporated pursuant to the laws of the Cayman Islands and at all material times provided Fire and Catastrophe, Public Liability and Workmen's Compensation insurance coverage to the Defendant. The Plaintiff's registered office is PO Box 10056, Grand Cayman, KY1-1001. The Plaintiff's address for service is in care of its attorneys Appleby Hunter Bailhache.
2. The Defendant, J D S Ltd., is and was at all material times a company organised and carrying on business pursuant to the laws of the Cayman Islands and holder of insurance Policy Number 08FP02030089 (the "**Fire Policy**"), Policy Number 08PL02030091 (the "**Public Liability Policy**"), and Policy Number 08WC02030090 (the "**Workmen's Compensation Policy**") (collectively the "**Policies**"). The Defendant's registered office is PO Box 10901, Grand Cayman, KY1-1007, Cayman Islands. The Defendant trades as and carries on business under the trade name Canon.
3. On or about 21 June 2004, the Plaintiff and the Defendant entered into agreements whereby, *inter alia*, the Plaintiff would provide fire and catastrophe insurance, public liability insurance and workmen's compensation insurance for the Defendant's property located at Unit #4, Dot Com Building & Hampstead Ltd., Airport Industrial Park, George Town, and the Defendant would pay all premiums for such insurance coverage.
4. The Plaintiff did provide such insurance coverage in accordance with the agreements for the full year of 21 June 2004 to 21 June 2005 after which time the Policies lapsed.
5. The premium for the Fire Policy was CI\$3,500.00. The premium for the Public Liability Policy was CI\$350.00. The premium for the Workmen's Compensation Policy was CI\$630.00.
6. 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 in the amount of CI\$4,480.00 plus interest and costs.

7. The Defendant was sent reminder statements requesting payment and was sent letters demanding payment of the unpaid premiums in the amount of CI\$4,480.00. The Defendant has failed or neglected to make any payments towards the unpaid premiums.
8. The Plaintiff claims interest at the rate as set by and in accordance with the *Judicature Law (2004 Revision)* and the Judgment Debt (Rates of Interest) Rules from the date of the unpaid premiums, namely from 21 June 2004.
9. As a result of the default of the payments the Plaintiff is entitled to judgment against the Defendant in the amount of CI\$4,480.00 plus interest and costs.

**AND THE PLAINTIFF claims:**

- a) CI\$4,480.00 for unpaid insurance policy premiums;
- b) CI\$337.44 Pre-judgment interest calculated in accordance with the *Judicature Law (2004 Revision)* and the Judgment Debt (Rates of Interest) Rules from 21 June 2004 to the date of commencement of this proceeding, namely 11 September 2006;
- c) Pre and post judgment interest in accordance with the *Judicature Law (2004 Revision)* and the Judgment Debt (Rates of Interest) Rules as amended from time to time;
- d) Costs on an indemnity basis or standard basis in accordance with the Court Costs Rules 2001; and
- e) Such further and other relief as this Court may deem just.

  
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Appleby Hunter Bailhache  
Attorneys for the Plaintiff

## INDORSEMENT

The principal amount claimed in respect of the debt is CI\$4,480.00 plus interest of CI\$337.44 as of 11 September 2006. The amount of the filing fees to commence the proceeding is CI\$150.00. If, within the time for returning the acknowledgement of service, the defendant pays the plaintiff or its attorneys-at-law the total amount claimed in principal, interest and the costs of issuing the Writ of Summons, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

## INDORSEMENT REGARDING INTEREST

1. The term upon which interest is claimed is in accordance with the *Judicature Law (2004 Revision)* and the Judgment Debt (Rates of Interest) Rules as amended from time to time;
2. The prescribed rate of interest at the relevant times in accordance with the *Judicature Law (2004 Revision)* and the Judgment Debt (Rates of Interest) Rules is 3% per annum for the period 21 June 2004 to 30 June 2006 and 7¼% per annum for the period 1 July 2006 to 11 September 2006;
3. The date from which interest is payable is 21 June 2004;
4. The total interest claimed as at 11 September 2006 is CI\$337.44; and
5. The amount of interest accruing due each day is CI\$0.89.

This WRIT OF SUMMONS was filed by Appleby Hunter Bailhache, Attorneys-at-Law, for and on behalf of the Plaintiff whose address for service is Clifton House, 75 Fort Street, PO Box 190 GT, Grand Cayman (ref: CJJ/02744.092)

**Acknowledgment of service of writ of summons (O.12, r.3)**

**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 each Defendant or by each Defendant if acting in person.  
After completion it must be delivered or sent by post to the Law Courts, PO Box 495, Grand Cayman, KY1-1106.

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  
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.

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B E T W E E N:

CAYMAN INSURANCE CENTRE LTD.

Plaintiff

AND

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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.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

If any information required is omitted or given wrongly, **THIS FORM MAY HAVE TO BE RETURNED.**

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  no

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.

Appleby Hunter Bailhache  
Attorneys-at-Law  
75 Fort Street  
PO Box 190  
George Town  
Grand Cayman

Ref: CJJ/02744.092

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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