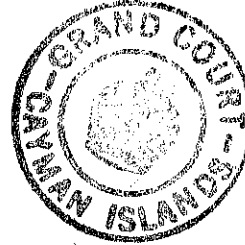


IN THE GRAND COURT OF THE CAYMAN ISLANDS

497
CAUSE NO: OF 2007

BETWEEN:

DOORLY MCLAUGHLIN



Plaintiff

AND

SAGICOR LIFE OF THE CAYMAN ISLANDS LTD.

Defendant

WRIT OF SUMMONS

TO: Sagicor Life of the Cayman Islands Ltd.
In care of its Registered Office Ltd.
Trulaw Corporate Services
P.O. Box 866
Grand Cayman KY1-1103
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, George Town, 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 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 18th day of October 2007

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 the Cayman Islands whose address is P.O. Box 10698, Grand Cayman KY1-1006, Cayman Islands and whose address for service in this proceeding is in care of his attorneys-at-law, Appleby, P.O. Box 190, Grand Cayman KY1-1104.
2. The Defendant is a company incorporated pursuant to the Cayman Islands and has a registered office in care of Trulaw Corporate Services Ltd., P.O. Box 866, Grand Cayman, KY1-1103, Cayman Islands.
3. At all times material to this proceeding, the Defendant was a registered class A insurance company carrying on business in the Cayman Islands as a company issuing policies of life insurance and life insurance based investment vehicles.
4. For a number of years the Plaintiff has had a life insurance policy with the Defendant. The Plaintiff acquired and maintained from the Defendant a life insurance policy which provided life insurance coverage on the Plaintiff's life and paid dividends on the proceeds from the invested premium payments in accordance with the terms of the policy. In effect, the form of Plaintiff's policy was a combination of life insurance and investment vehicle.
5. In or about March 2006, the Plaintiff contacted a Melba Nixon, a representative of the Defendant, with whom the Plaintiff had dealt with regard to his life insurance policy. The purpose of the contact was for the Plaintiff to establish a similar life insurance policy with an investment component for his then 17 year old son (date of birth 1 October 1988), Cody McLaughlin.

6. In March of 2006, the representative of the Defendant, Melba Nixon, attended at the residence of the Plaintiff for the purpose of completing the documentation required for the establishment of an insurance and investment policy. The Plaintiff completed:
 - a. An insurance application form the completion of which, with the delivery of payment, established life insurance coverage of CI\$150,000 until the further review and response by the Defendant, if any, requiring additional information.
 - b. A form directing that the Defendant apply dividends from the Plaintiff's existing policy to pay the \$1200 annual premium due for a policy covering the life of Cody McLaughlin.
7. Ms. Nixon informed the Plaintiff that the dividends from his policy were sufficient to pay all premiums due for the policy for Cody and that the completion of the form directing that the dividends pay the policy premiums for Cody's policy constituted proper payment for Cody's premium payment.
8. As a result of the above, the Plaintiff and the Defendant entered into a valid insurance contract the terms of which were as follows:
 - a. The Plaintiff would pay the Defendant an annual premium of CI\$1200 for a life insurance policy for the life of Cody McLaughlin;
 - b. The Defendant would provide life insurance coverage of CI\$150,000 on the life of Cody McLaughlin and other investment benefits;
 - c. The beneficiary of the said policy was the Plaintiff;
 - d. In the event of the death of Cody McLaughlin during the validity of the policy, the Defendant would pay the Plaintiff the sum of US\$150,000.

9. In May of 2006, Melba Nixon contacted the Plaintiff advising the Plaintiff that a new policy application had to be completed due to the policy application described above being an application for a minor. Ms. Nixon informed the Plaintiff that as Cody was closer to 18 than 17, a statement which was factually inaccurate as of the date of completing the application, an adult life insurance application had to be completed.
10. Based on this information provided by Ms. Nixon, Ms. Nixon met with the Plaintiff on or about May 2006 for the purposes of completing another life insurance application.
11. The said meeting took place at the office of the Plaintiff and Ms. Nixon completed the entire application form in her own handwriting except where a signature is indicated. Without direction from the Plaintiff, Ms. Nixon specifically inserted the name of the Plaintiff in the section of the policy application identifying the policy owner.
12. The premium payments for the Cody's policy would be paid from dividends paid from the Plaintiff's policy which method of payment Ms. Nixon indicated was acceptable.
13. Ms. Nixon took the life insurance application form to Cody and obtained his signature on the application form. Ms. Nixon arranged for Cody to sign the policy in the both the portion of the form indicated to be signed by the Applicant/owner and the portion of the form indicted to be signed by the insured.
14. Ms. Nixon informed the Plaintiff that the forms had been completed and pending further response from the Defendant, coverage was established for the amount of life insurance applied for.

15. The Plaintiff had no further communications with the Defendant or Ms. Nixon until in or about November 2006 at which time Ms. Nixon was attending the work place of the Plaintiff for reasons unrelated to the issues in this proceeding. At that time, Ms. Nixon informed the Plaintiff that the insurance had been approved by the Defendant.
16. The Plaintiff received no further communication from either the Defendant or Ms. Nixon regarding the policy and the Plaintiff relied upon the Ms. Nixon, as representative of the Defendant:
 - a. to properly complete the insurance application form;
 - b. to accurately inform the Plaintiff that the applied for policy had been approved;
 - c. to insure that the Plaintiff's dividends payments were applied to pay the life insurance policy premiums for Cody's policy.
17. As a result of the above, the Plaintiff states that a contingent insurance agreement was made between Plaintiff and the Defendant in accordance with the completed life insurance application and upon the Defendant's, by its representative Melba Nixon, that a direction of dividends was accepted as payment of the policy premium.
18. On 21 December 2006, Cody McLaughlin was killed in a motor vehicle accident on West Bay Road in the Cayman Islands.
19. The Plaintiff made a claim on the life insurance policy which claim was rejected by the Defendant on the basis that:
 - a. The first life insurance application was abandoned as the wrong form had been used;

- b. The application was not completed properly;
 - c. The deceased failed to make corrections to the application;
 - d. No insurance premium was paid which was a condition precedent to coverage;
 - e. The deceased signed as applicant/owner when the stated policy owner in the application form was the Plaintiff.
20. The Plaintiff states the Defendant has no basis to reject the claim on the articulated bases (or other bases) in that:
- a. The Plaintiff did not abandon the first application but simply acceded to the request of the Defendant's representative in completing an adult application;
 - b. Both applications were completed properly, and, alternatively, if the form was not completed properly, it was completed specifically and completely on the advice and with the assistance of a representative of the Defendant;
 - c. Neither application required corrections and, alternatively, if corrections were required, the Defendant did not advise either the Plaintiff or Cody of a purported correction requirement. Further, the need for a correction, if such was required was on the basis of the representative of the Defendant failing to properly complete form and failing to inform the Plaintiff of purportedly required corrections;
 - d. The Defendant, by its representative accepted payment by dividend direction and stated that no further payments were required.

- e. Both the Cody McLaughlin and the Plaintiff signed the application as directed by a representative of the Defendant. In the event that the form was incorrectly completed, the Plaintiff is entitled to rectify the application to reflect the intent of the parties as known to both the Plaintiff and the Defendant, by its representative.
21. Further, by the representative of the Defendant stating to the Plaintiff that the policy application had been approved, the Defendant is estopped from denying the validity of the conditional insurance agreement.
22. As a result of the above, there is a binding insurance agreement between the Plaintiff and the Defendant and the Defendant is liable in law for the payment of the insured benefit of CI\$150,000.
23. Alternatively, the Plaintiff is entitled to rectification of the insurance contract to have the Plaintiff as the signing owner of the policy.

AND THE PLAINTIFF claims:

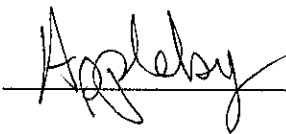
1. A declaration that there is a valid and binding insurance agreement between the Plaintiff and the Defendant;
2. Rectification as pleaded;
3. Payment by the Defendant of the sum of CI\$150,000;
4. Interest on the sum of CI\$150,000 from the date of the Defendant denying coverage being 8 March 2007;
5. Costs on an indemnity or, alternatively, standard basis
6. Such further and other relief as this Honourable Court may order

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$156,613.36 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

INDORSEMENT REGARDING INTEREST

1. The interest claimed is pursuant to the rate set pursuant to the Judgement Debts (Rates of Interest) Rules;
2. The prescribed rate of interest is 7.25% per annum during the relevant period;
3. The date from which interest is payable is 8 March 2007 being the date of rejection of the insurance claim;
4. The total interest claimed as at 17 October 2007 is CI\$6613.36; and
5. The amount of interest accruing due each day is CI\$29.79.

Dated October 2007



APPLEBY

THIS WRIT was issued by Appleby of Clifton House, 75 Fort Street, PO Box 190, Grand Cayman KY1-1104, Cayman Islands (Ref. WS/12452.001), 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, PO BOX 495, GRAND CAYMAN KY1-1106.

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

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 KY1-1104 KY1-1104 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
Attorneys-at-Law
Clifton House
75 Fort Street
PO Box 190
George Town
Grand Cayman KY1-1104 KY1-1104
Ref: [WS/12452.001]

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