



GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2022

IN:

SYDNEY PORTER

PLAINTIFF

AND:

(1) INSURANCE COMPANY OF THE WEST INDIES LTD.

(2) CAYMAN INSURANCE CENTRE

(3) DENISE BROWN

RESPONDENTSWRIT OF SUMMONS

**TO: Insurance Company of the West Indies  
(Cayman) Ltd.**

Harbour Place, 2<sup>nd</sup> Floor, North Wing  
103 South Church Street  
George Town, Grand Cayman

**TO: Cayman Insurance Centre**

Clifton House  
75 Fort Street  
Cayman Business Park  
Grand Cayman, Cayman Islands

**TO: Ms. Denise Brown**

c/o Cayman Insurance Centre  
Units A1-A4, 10 Huldah Avenue  
P.O. Box 10056, Grand Cayman  
KY1-1110 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 the 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, Cayman Islands, 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 \_\_\_\_\_ day of January 2023

**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 renewed by order of the Court.

**IMPORTANT**

Directions for Acknowledgment of Service are given with the accompanying form.

**PARTICULARS OF CLAIM**

1. The Plaintiff is the owner of property located at 347 Watershed Circle, Lower Valley, George Town, Grand Cayman, Cayman Islands formally known as Block 32B Parcel 316 ("the property"), which was at all relevant times insured under a Home Cover Policy by the 1st Defendant.
2. The 1<sup>st</sup> Respondent, **INSURANCE COMPANY OF THE WEST INDIES (Cayman) Ltd.**, was at all material times a property and casualty insurance limited liability company incorporated under the laws of the Cayman Islands. The 1<sup>st</sup> Respondent is also a majority shareholder of the 2<sup>nd</sup> Respondent.
3. The 2<sup>nd</sup> Respondent, **CAYMAN INSURANCE CENTRE Ltd**, was at all material times a limited liability company incorporated under the laws of the Cayman Islands and the agent, advisor and broker on behalf of the 1<sup>st</sup> Respondent and at all relevant times acted as such to the Plaintiff.
4. The 3<sup>rd</sup> Respondent, **Ms. Denise Brown**, at all material times proffered to be a professional insurance broker, agent and employee and/or servant of the 2<sup>nd</sup> Respondent and acted as primary contact by the Plaintiff with the 1<sup>st</sup> and 2<sup>nd</sup> Respondents. The 2
5. The Plaintiff entered a contract of insurance in respect of the property with the 1<sup>st</sup> Respondent on or around November 2014 through the 2<sup>nd</sup> Respondent after engagement with the 3<sup>rd</sup> Respondent during her employment with the 2<sup>nd</sup> Respondent. The policy was delivered to the Plaintiff by the servant/agent of the 2<sup>nd</sup> Respondent and renewed thereafter in the same format until November 2022 following letters from Plaintiff's erstwhile counsel at which point further coverage was decline.
6. The following were expressed terms of the contract under conditions that apply to the whole policy:

*(a) The company's obligation to indemnity the Insured shall be restricted to losses arising from:*

- the physical loss of a physical damage to the tangible insured property*
- interruption directly caused by physical loss of or physical damage to the tangible insured property caused by peril insured under this Policy.*

...

7. The following were expressed terms of the contract under conditions which apply in the even of a claim:

*(a) You must tell us as soon as possible and in any case within 30 days after the happening of any loss, damage or accident. ...*

8. The following were expressed terms of the contract under section 1 building and also under Section 2 – Home Contents:

*(a) This section of your policy insures loss, destruction or damage caused to the building by:*

...

*(4). Hurricane, cyclone, tornado, windstorm or flood howsoever caused*

*6. Earthquake or volcanic eruption*

*...in respect of Architects' fee and surveyors'- to an amount not exceeding 10% of total Sum Insured on Buildings*

9. On or about the 28<sup>th</sup> day of January 2020, the property was affected by a 7.7 magnitude earthquake which resulted in physical loss and damages to the tangible insured building.

10. The Plaintiff gave notice, and a claim was made to the 1<sup>st</sup> Respondent through the 3<sup>rd</sup> Respondent in her employ at the 2<sup>nd</sup> Respondent on or about the 5<sup>th</sup> of February 2020. The 3<sup>rd</sup> Respondent confirmed receipt of the same and indicated

that the same was provided to the 1<sup>st</sup> Respondent. The Plaintiff was further instructed by said email of the 3<sup>rd</sup> Respondent to obtain the services of a Contractor to obtain an estimate for the repairs.

11. On or around 22<sup>nd</sup> March 2020 the Cayman Islands was placed in emergency restriction due to covid-19.
12. On or about 18<sup>th</sup> August 2021 Tropical Storm Grace impacted the islands which resulted in compounded physical loss and damages to the tangible insured building and contents. The 3<sup>rd</sup> Respondent was again notified of this and again advised the Plaintiff to get an estimate. An estimate was provided for the cumulative damages dated 21<sup>st</sup> September 2021
13. The Plaintiff and the 3<sup>rd</sup> Respondent engaged in numerous communications in an attempt to resolve the issue regarding the insurance claims but to no avail. The Plaintiff through legal representation then wrote to the 1<sup>st</sup> Respondent in correspondences dated the 24<sup>th</sup> of March 2022 and the 16<sup>th</sup> of June 2022 where in the latter correspondence it was highlighted that the Plaintiff reported the loss to the 3<sup>rd</sup> Respondent on the 5<sup>th</sup> of February 2020.
14. The 1<sup>st</sup> Respondent has asserted that the Plaintiff failed to provide notification within the 30-day of the loss as stipulated by the Insurance contract.
15. On the 4<sup>th</sup> of November 2022 the Plaintiff received an email from the 3<sup>rd</sup> Respondent with respect to his failed renewal of policy which was due on the 13<sup>th</sup> of November 2022 and that the 1<sup>st</sup> Defendant had declined to provide renewal terms for the Home Insurance Policy.
16. To date the Plaintiff has yet to receive any form of relief based on the provisions of the insurance policy for the loss and damages suffered.
17. The 1<sup>st</sup> Respondent has Breached the terms of the contract as following:

**PARTICULARS OF BREACH**

- a) Failing to honour the contract of insurance entered into on good faith;
- b) Failing to indemnify a risk provided for under the contract of insurance including physical damage to the insured building on the property and interruption directly caused by physical loss of and/or physical damage to the tangible insured property.
- c) Failing to indemnify a risk provided for under the contract of insurance including physical damage to or loss of contents of the building and interruption directly caused by physical loss of and/or physical damage to the tangible insured property.
- d) Seeking to avoid the contract by misinterpretation of the contract of insurance.
- e) Ignoring the Plaintiff's claim despite being notified within the prescribed time.
- f) Denying the receipt or indicating receipt though 2<sup>nd</sup> and or 3<sup>rd</sup> Respondent not valid notification in bad faith.
- g) Implying that the property was already damaged before the impact of the natural disasters.

18. Further, or in the alternative the 2<sup>nd</sup> Respondent by itself agent(s) or servants was negligent on the grounds that it:

- (a) Failing to provide competent worker(s);
- (b) Failing to relay notification to the 1<sup>st</sup> Respondent.
- (c) Falsely indicating that notification of claim was relayed to the 1<sup>st</sup> Respondent.
- (d) Causing or permitting the Plaintiff to believe that notification was sent and received by the 1<sup>st</sup> Respondent.

19. As a result of the 1<sup>st</sup> Respondent breach of the Agreement and/or the 2<sup>nd</sup> Respondent Negligence the Plaintiff has sustained loss and damage as follows:

**PARTICULARS OF LOSS**

	<b>KYD\$</b>
a) Damages to property	<b>95,200.00</b>
b) Structural Report	<b>330.00</b>

**TOTAL**

**95,330.00**

20. Further, the Plaintiff claims interest upon such damages and amount found due pursuant to **section 34 of the Judicature Law (2017 Revision)** or otherwise at such rate as this Honourable Court deems fit.

**AND** the Plaintiff claims:

- (a) Damages;
- (b) Interest;
- (c) Costs;
- (d) Such further and/or other relief as this Honourable Court deems fit.

*CP Attorneys*  
\_\_\_\_\_  
**CP ATTORNEYS**  
**ATTORNEYS-AT-LAW FOR THE PLAINTIFF**

This Writ is filed by **CP Attorneys**, Attorneys-at-Law for and on behalf of the **Plaintiff**, whose address for service is 225, 2nd Floor Elizabethan Square, George Town, P.O Box 561, Grand Cayman KY1-1602, Cayman Islands, Telephone 345-623-8088.

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICES  
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 495G, 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 "Statements of Claim" appear on the top of page 2) the Defence must be served within 28 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgement is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 28 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 judgement 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 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 28 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 (.....)” his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized 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

CAUSE NO. OF 2022

BETWEEN:

SYDNEY PORTER

PLAINTIFF

AND:

- 1. INSURANCE COMPANY OF THE WEST INDIES LTD.
- 2. CAYMAN INSURANCE CENTRE
- 3. DENISE BROWN

RESPONDENTS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY .

Important. Read the accompanying Delay may result in judgment being  
 directions and notes for guidance carefully entered against a Defendant whereby he  
 before completing this form. If any may have to pay the costs of applying to  
 information required is omitted or given set it aside.  
 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 this Writ is acknowledged accordingly

(Signed) \_\_\_\_\_  
Defendant/Attorney for the Defendant

**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 Plaintiffs Attorney (or by Plaintiffs if suing in person) of his name, address and reference, if any, in the box below.

CP Attorneys  
225 Elizabethan Square  
2<sup>nd</sup> Floor, 80 Shedden Road  
George Town  
P.O Box 561  
Grand Cayman KY1-1602  
Cayman Islands

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]