



SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2023

BETWEEN:

PROVEN BANK (CAYMAN) LIMITED  
(FORMERLY KNOWN AS FIDELITY BANK (CAYMAN) LIMITED)

Plaintiff

AND

DORENDA LOVINA WHITTAKER

Defendant

PLAINT

TO: Dorenda Lovina Whittaker  
#15 Mangrove Avenue, Prospect  
P.O. Box 303  
Grand Cayman, KY1-1107  
Cayman Islands

**THIS PLAINT** 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 service of this Complaint 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 this action. If you intend to defend the action, in whole or in part, you must set out full particulars of your defence in the space provided in the Acknowledgment of Service form.

If you fail to satisfy the claim or to return the Acknowledgment of Service form containing full particulars of your defence, the Plaintiff may apply for a default judgment without any further notice to you.

Issued this 21<sup>st</sup> day of August 2023

**See overleaf for particulars of the Plaintiff's claim**

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**PARTICULARS OF CLAIM**

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1. The Plaintiff is and was at all material times a Class A Bank organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff’s address for service is care of its attorneys, HSM Chambers, 68 Fort Street, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands.
2. Pursuant to a Certificate of Incorporation on Change of Name dated 28 July 2022, the Plaintiff changed its name from Fidelity Bank (Cayman) Limited to PROVEN Bank (Cayman) Limited.
3. The Defendant is an individual who resides in the Cayman Islands with the mailing address P.O. Box 303, Grand Cayman KY1-1107, Cayman Islands.
4. The Defendant entered into a Loan Agreement and Credit Card agreement with the Plaintiff, the particulars of which are set out below, opened under separate account numbers: 50635204 and 0004262974339063225 (together the “Agreements”). She has since defaulted on the payment terms of both Agreements. By this Writ of Summons the Plaintiff claims the sums owing under both Agreements.

Loan Agreement 50635204

5. Pursuant to a Credit Facility Letter dated 19 November 2019, the Plaintiff agreed to advance to the Defendant CI\$7,000.00 plus interest thereon of at the rate of 16% per annum to be repaid by monthly instalments over a term of 48 months (the “Loan Agreement”).
6. In breach of the Loan Agreement, the Defendant failed to pay the monthly instalments as and when due.
7. At 8 August 2023 the Defendant remained in default of the terms of Loan Agreement, the figures are as follows:

- |                     |              |
|---------------------|--------------|
| a. Principal        | CI\$2,947.02 |
| b. Accrued Interest | CI\$824.44   |

c. Current Pay-Off	CI\$3,771.46
d. Per Diem	CI\$1.29
e. Interest Rate	16%
f. Last payment:	11 July 2023: CI\$100.00
g. Arrears:	CI\$3,707.52

Credit Card Agreement 0004262974339063225

8. Pursuant to a Visa Credit Card Application dated 17 April 2019, a credit card facility was agreed between the Plaintiff and the Defendant so that the Defendant could obtain a credit card (the "Credit Card Agreement"). The terms of the Credit Card Agreement were, *inter alia*, as follows:
- that the Plaintiff would advance credit to the Defendant when the Defendant purchased items using the Card, up to a limit of US\$1,500.00;
  - that the Defendant would repay a minimum monthly amount of 5% of the advanced credit or US\$50.00, whichever was greater;
  - that interest would accrue on the balance on a daily basis at the rate of 18% per annum; and
  - that the Defendant would be liable for the Plaintiff's collection costs and legal fees in the event that the Defendant defaulted on the payment terms.
9. The Plaintiff advanced credit to the Defendant from time to time in accordance with the terms of the Credit Card Agreement.
10. In breach of the Credit Card Agreement, the Defendant defaulted upon the terms of repayment and the Plaintiff has suffered loss and damage as a result. Accordingly, the Plaintiff by its attorneys issued a Formal Demand letter dated 7 May 2021 for the outstanding balance of the credit agreement, which letter was served on the Defendant by personal service on 26 May 2021.
11. At 8 August 2023 the Defendant remained in default of the terms of the Credit Card Agreement, the figures are as follows:

- |                  |                           |
|------------------|---------------------------|
| a. Balance       | US\$2,959.41              |
| b. Interest Rate | 18% per annum             |
| c. Per Diem      | 0.04931%                  |
|                  | US\$1.46 at 8 August 2023 |

12. On 7 May 2021, the Plaintiff through its nominated attorneys sent a Demand letter for the balance of the Credit Card.
13. Following Demand being made for both debts, the Plaintiff and Defendant entered into a payment arrangement on a “without prejudice” basis. The Defendant failed to maintain payments in accordance with the without prejudice agreements, or in accordance with the Formal Demand letter. As a result of the Defendant’s breach of the Agreements the Plaintiff has suffered loss and damage.
14. Accordingly, the Plaintiff claims the following sums:
  - a. CI\$3,771.46 pursuant to Loan Agreement, comprising principal of CI\$2,947.02 and accrued interest of CI\$824.44, together with pre- and post-judgment interest from 9 August 2023 at the contractual rate of 16% per annum, continuing at the rate of CI\$1.29 per diem.
  - b. US\$2,959.41 pursuant to the Credit Card Agreement, together with interest thereon at the contractual rate of 18% per annum or 0.04931% per diem in accordance with the terms of the Credit Agreement.
15. Alternatively, the Plaintiff claims pre- and post-judgment interest, on both Agreements, in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021* at the rate of 8.375%, or for rate and such period as the Court deems just.
16. The Plaintiff claims its costs pursuant to the terms of the Agreements, or in such sum as the court deems just.

**AND THE PLAINTIFF CLAIMS:**

- a) CI\$3,771.46 pursuant to Loan Agreement;
- b) US\$2,959.41 pursuant to the Credit Card Agreement;
- c) Pre- and post-judgment interest on the total sum from 9 August 2023 at the contractual rate of 16% per annum, continuing at the rate of CI\$1.29 per diem in accordance with Loan Agreement;
- d) Pre- and post-judgment interest from 9 August 2023 on the balance at the contractual rate of 18% per annum or 0.04931% per diem (US\$1.46) in accordance with the terms of the Credit Card Agreement;
- e) Alternatively, the Plaintiff claims pre- and post-judgment interest, on both Loan Agreements, in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules (2021 Revision)* at the rate of 8.375%, or for such rate and such period as the Court deems just.
- f) Costs; and
- g) Such further and other relief as this Court may deem just.

Hsm Chambers

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**HSM Chambers**  
**Attorneys-at-Law for the Plaintiff**

**INDORSEMENT**

The amount claimed in respect of the as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00. The fixed costs applicable upon entry of Judgment are CI\$150 pursuant to the *Summary Court Rules 2004*.

If, within the time for returning the acknowledgement of service, the defendants pay the Plaintiff or its Attorneys-at-law the total amount claimed in principal and the costs of issuing the Plaint, further proceedings will be stayed. The money must be paid to the plaintiff or to its Attorneys-at-Law.

**INDORSEMENT REGARDING INTEREST**

1. The contractual term upon which interest is claimed is as set out in paragraph 5 and 8 above;
2. The prescribed rate of interest on Loan Agreement 50635204 is 16% per annum and on Credit Agreement 0004262974339063225 is 18% per annum;
3. The date from which interest is payable is 9 August 2023; and
4. The amount of interest accruing due each day is CI\$1.29 on Loan Agreement 50635204 and Credit Agreement 0004262974339063225 is US\$1.46 per diem.

This PLAINT was filed by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is 68 Fort Street, George Town, PO Box 31726, Grand Cayman, KY1-1207, Cayman Islands (ref: 309430-0364)

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2023

B E T W E E N:

PROVEN BANK (CAYMAN) LIMITED  
(FORMERLY KNOWN AS FIDELITY BANK (CAYMAN) LIMITED)

Plaintiff

AND

DORENDA LOVINA WHITTAKER

Defendant

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ACKNOWLEDGMENT OF SERVICE

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1. State Defendant name and address:--

2. State whether the Defendant intends to contest the action.

Yes

No

3. If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

4. If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Dated this      day of                      2023

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Defendant's Signature

**See overleaf**

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**PARTICULARS OF DEFENCE**

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*[Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him]*

1.

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Defendant's Signature

**REMINDER** - This form must be taken or sent to the Court Office, P.O. Box 495, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.