



**GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION**

CAUSE NO: OF 2024

SHAWN LARSEN

PLAINTIFF

AND:

DAVID MACHADO

DEFENDANT

WRIT OF SUMMONS

TO: The Defendant

And as a Noticed Party To: British Caymanian Insurance Company Limited
 BritCay House
 236 Eastern Avenue
 George Town
 P.O. Box 74
 Grand Cayman KY1-1102

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff of 25 Grenada Close, Bodden Town, Grand Cayman, Cayman Islands 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 495G, 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 this day of January 2024

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.

This Writ and Statement of Claim is issued by KSG Attorneys at Law for the Plaintiff whose address for service is 3rd Floor, One Capital Place, 136 Shedden Road, George Town, Grand Cayman. P.O. Box 2255, KY1-1107. Larsen v Machado

STATEMENT OF CLAIM

1. At all material times the Plaintiff was the front seat passenger of a Hyundai Creta bearing registration number 197 828.
2. The Defendant was at all material times the driver of a Range Rover motor vehicle bearing registration number 187 329.
3. At all material times the Defendant's vehicle was insured with British Caymanian Insurance Company Limited who had issued a policy of insurance relating to the vehicle in accordance with the Motor Insurance (Third Party Risks Law).
4. On 9th July 2022, the Plaintiff was the front seat passenger of the Hyundai Creta which was driving along Esterley Tibbetts Highway. On approaching the roundabout at Camana Bay, the vehicle in which the Plaintiff was travelling came to a stop when the Defendant drove into collision with the rear of the vehicle in which the Plaintiff was travelling.
5. The accident was caused by the negligence of the Defendant.

Particulars of Negligence

6. The Defendant was negligent in that he:
 - a) failed to keep any or any proper look out;
 - b) failed to see the Plaintiff's vehicle whether in time or at all;
 - c) failed to apply his brakes whether in time or at all;
 - d) failed to steer or control his vehicle so as to avoid the said collision.

The Plaintiff also relies on the doctrine of *res ipsa loquitur*.

7. By reason of the aforesaid, the Plaintiff has suffered personal injury, loss and damage.

Particulars of Injury

8. The Plaintiff's date of birth is 1 February 1996 and at the date of the accident he was 27 years old.
9. He attended the Accident and Emergency Department of George Town Hospital following the accident with neck and back pain.
10. He underwent Xray of the cervical spine. He was provided with a sick note, medication and a cervical collar.

11. He attended with Dr Gregory at Doctors Express on the 12 July 2022 with increasing pain. He was diagnosed with whiplash and sciatica, referred for physiotherapy, underwent injection and prescribed further medication and given a sick note.
12. He continued to have increased pain and thus on the 12 January 2023 attended with the neurosurgeon at Health City Cayman Islands.
13. He initially underwent X-rays and thereafter was referred for MRI of his lumbar spine on the 24 February 2023. He was noted to have a protruding disc at L5-S1 and a bulging disc at L4-L5.
14. He remained in pain both in his lower back and left limb and continued to consult with his physicians and take medications as prescribed.
15. He underwent surgery, namely a L5-S1 microdiscectomy on the 2 May 2023 and was referred for physiotherapy thereafter. He was provided a sick note following surgery and was absent from work for some time.
16. He was referred for further physiotherapy which he again underwent at Align.
17. He continued to suffer pain and thus attended with Island Orthopaedics on the 11 September 2023 for a second opinion. He was advised to undergo further MRI but has been unable to fund the MRI at this time.
18. He remains under the care of his physicians. Further particulars of the Plaintiff's injury and treatment will be provided at a later date by way of a schedule of loss.

Particulars of Special Damage

19. The Plaintiff has suffered loss and incurred expenses as a result of the accident.
20. The Plaintiff's particulars of special damage will be supplied at a later date by way of a schedule of damages including but not limited to claims for loss of income, medical treatment, travel, equipment and gratuitous care.

Statement as to Interest

21. The Plaintiff will claim interest pursuant to section 34 of the Judicature Act (2021 Revision) at half the rate as prescribed under the Judgment Debts (Rates of Interest) Rules (as amended) from 9 July 2022 to trial.

AND THE PLAINTIFF CLAIMS:

1. General Damages;
2. Special Damages;
3. Interest in accordance with the Judicature Act (2021 Revision);
4. Costs;
5. Such further or other relief that his Honourable Court deems just.



KSG Attorneys-at-Law
Attorneys for the Plaintiff

**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 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 "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 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 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.

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.

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

KSG Attorneys-at-Law
3rd Floor One Capital Place
Shedden Road
PO Box 2255
George Town
KY1-1107
Grand Cayman

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