



IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2026

BETWEEN:

INDIGO INSURANCE (CAYMAN) LTD

PLAINTIFF

AND:

SHAWN DARREN CHUNG

DEFENDANT

PLAINT

TO THE DEFENDANT:

SHAWN CHUNG, 48 Bright Street, Bodden Town, Grand Cayman, 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 fourteen (14) days after the 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 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest this action. If you intend to defend this action, in whole or in part, you must set out full particulars of your defence in the space provided in the Acknowledgement of Service form.

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

Issued this 20th day of February 2026.

IMPORTANT

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

This **PLAINT** was filed by Nelsons Legal whose address for service is The Grand Pavilion, 802 West Bay Road, PO Box 30069, Grand Cayman, KY1-1201, Cayman Islands. (Ref: CF/7940-00003)

PARTICULARS OF CLAIM

1. The Plaintiff is Indigo Insurance (Cayman) Ltd, an insurer duly incorporated and carrying on business in the Cayman Islands.
2. At all material times, the Defendant, Shawn Darren Chung, was a policyholder of the Plaintiff and the recipient of insurance claim payments made by the Plaintiff.
3. On 20 June 2025, the Plaintiff paid the Defendant the sum of KYD 16,490.20 in full and final settlement of his motor insurance claim (the "**Settlement Payment**").
4. On 21 June 2025, by administrative error, the Plaintiff made a second, duplicate payment to the Defendant in the identical sum of KYD 16,490.20 (the "**Duplicate Payment**").
5. The Duplicate Payment was made under a mistake of fact, namely the Plaintiff's mistaken belief that only the Settlement Payment had been processed. The Defendant was not entitled to receive or retain the Duplicate Payment, provided no consideration for it, and had no contractual, statutory, or other lawful basis to retain it.
6. The Defendant has repeatedly acknowledged, in writing and during recorded telephone calls, that he received both payments and that he spent the Duplicate Payment. On 19 August 2025, the Defendant further confirmed to RBC that he believed he was entitled to both payments and did not intend to return the duplicate amount.
7. Between August and October 2025, the Plaintiff made repeated and reasonable requests for repayment of the Duplicate Payment. Although the Defendant indicated on 29 September 2025 that he accepted proposed repayment terms, he failed to execute the agreement, provide financial documentation, or make any repayment.
8. The Defendant has been unjustly enriched at the Plaintiff's expense:

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- (a) The benefit received by the Defendant was KYD 16,490.20, which directly corresponds to the Plaintiff's financial loss in the same amount.
 - (b) The Duplicate Payment was made by mistake, and there is no lawful basis for the Defendant to retain it.
 - (c) It would be contrary to equity and good conscience for the Defendant to retain the Duplicate Payment, particularly as he knew, or alternatively ought to have known, that the payment was made in error and nevertheless spent the funds.
 - (d) The Defendant cannot rely on any change of position defence, as he expended the Duplicate Payment with actual or constructive knowledge of the mistake and in circumstances that were not in good faith.
9. Despite formal demand on 16 January 2026, the Defendant has failed and/or refused to repay any portion of the Duplicate Payment.
10. The Plaintiff claims the sum of KYD 16,490.20 as money paid under a mistake of fact.

Particulars of Loss

Principal Sum

The Plaintiff has suffered loss in the principal sum of KYD 16,490.20 (the "**Principal Sum**"), being money paid to the Defendant in error.

The Plaintiff is entitled to the payment of the Principal Sum and contributions that it levies together with interest up to the date of trial. Such loss is expected to continue to date of trial. Full and further particulars of which will be provided in advance of trial.

Alternatively, the Plaintiff seeks and is entitled to interest pursuant to section 34(1) of the Judicature Act (2021 Revision) from and to such dates, and in such amounts, and at such rates, as this Honourable Court thinks just.

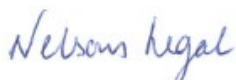
Legal Costs

By reason of the Defendant's refusal to return the Duplicate Payment, the Plaintiff has incurred legal expenses in attempting to secure repayment. As at the date of filing, the Plaintiff has incurred KYD 2,000 in professional fees and disbursements and seeks its costs.

AND THE PLAINTIFF CLAIMS:

1. The principal sum of KYD 16,490.20 being money paid to the Defendant by mistake;
2. Interest pursuant to the Judicature Act (2021 Revision) at such rate and for such period as this Honourable Court thinks just;
3. Costs;
4. Such further and/or other relief as this Honourable Court deems appropriate.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of KYD 16,490.20 together with interest and costs, further proceedings will be stayed. The money must be paid to the Plaintiff or the Plaintiff's Attorneys-at-Law, Nelsons Attorneys-at-Law.



**Nelsons Legal
Attorneys for the Plaintiff**

Plaintiff's address for service:

Nelsons Legal, The Grand Pavilion, 802 West Bay Road, George Town, Grand Cayman, Cayman Islands.

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1. State Defendant's name and Address:

2. State whether the Defendant intends to contest the action (tick box)

☐ YES☐ NO

3. If you do not intend to contest the action, do you want time in which to pay the claim?
(tick box)☐ YES☐ NO

4. If you intend to contest the action, in whole or in part, you must set out full particulars
of your defence overleaf.**Service of the Plaint is acknowledged accordingly.**

Defendant's Signature**Dated this _____ day of _____ 2026**

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PARTICULARS OF DEFENCE

Here set out in numbered paragraphs the grounds upon which the Defendant says that they are not liable to the Plaintiff or is not liable for the full amount claimed.

Defendant's Signature

REMINDER - This form must be delivered or sent to the Courts Office, P.O. Box 495GT, George Town, Grand Cayman, within fourteen (14) days of receipt, otherwise a default judgment may be entered against you.

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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, 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.

Nelsons Legal
The Grand Pavilion,
802 West Bay Road,
George Town,
Grand Cayman
Ref: CF/7940-00003

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

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DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE

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, George Town, Grand Cayman.

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 "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 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 installments or otherwise.

See over for notes for guidance

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 Court's 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 authorized to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on his 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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