GRAND COURT
CIVIL DIVISION
CAYMAN ISLANDS

ND COURT OF THE CAYMAN ISLANDS
ON

CAUSE NO: G OF 2026

BETWEEN:

CAYMAN FIRST INSURANCE COMPANY LIMITED

PLAINTIFF

AND:

KENT MICHAEL RANKIN

DEFENDANT

WRIT OF SUMMONS

TO: Kent Michael Rankin
P.O. Box 2508
Grand Cayman KY1-1104

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff, of Cayman First Centre, 17 Vibert Bodden Drive, George Town, Grand Cayman in respect of the claims set out on the next page.

Within 14 days after service of this Writ on you, (or where this Writ is served on you out of the jurisdiction pursuant to an Order of the Court, within 28 days) counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O. Box 495, George Town, Grand Cayman, KY1-1106, 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 any 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 5th day of June 2026

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 original issuance unless renewed by order of the Court.

IMPORTANT

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

GENERAL ENDORSEMENT

1. The Plaintiff pleads that it is entitled pursuant to s.15(3) of the Vehicle Insurance (Third Party Risks) Act (2012 Revision) (the "Act") to avoid coverage under a contract of motor vehicle insurance, being policy no. CPM0007425 issued to the Defendant and effective 2 July 2021 to 2 July 2022 and renewed 13 February 2023 to 13 February 2024 and providing third party liability coverage for a 2006 Cadillac Escalade motor vehicle ("the Policy"), by reason of material misrepresentation/material non-disclosure in the proposal dated 2 July 2021 submitted by the Defendant to the Plaintiff ("the Proposal"), in which the Defendant represented that he had not been convicted of any offence in connection with the driving of a motor vehicle, which representation the Plaintiff relied upon and induced the Plaintiff to enter into the Policy on the terms it did.

2. As reported in the Cayman Compass for 26 January 2026 the Defendant had driving convictions. No convictions were or have been disclosed by the Defendant to the Plaintiff. The Plaintiff will provide further particulars after disclosure of the Defendant's driving record which (in breach of the Policy conditions) the Defendant has failed or refused to provide.

3. To the extent that any material driving conviction occurred after the Proposal and before an accident in which the Defendant was involved whilst driving the Cadillac Escalade motor vehicle on 28 March 2023 in which cyclist, Daniel Earnest McFarlane, suffered fatal injuries (presently the subject of Grand Court Cause No. G0054/2026 commenced by Jorla McFarlane as personal representative, against the Defendant by Writ of Summons filed on 6 March 2026 – hereinafter the "Action") the Defendant will have failed to disclose the same to the Plaintiff in breach of his continuing obligation to make proper disclosure for the duration of the Policy and in breach of paragraph 1 of the General Conditions to the Policy.

4. The Plaintiff claims that it is and was at all material times entitled to avoid the Policy pursuant to s.15(3) of the Act on the ground that the Policy was obtained by the Defendant by the non-disclosure and/or misrepresentation of the material facts referred to above which misrepresentations / non disclosures were material and induced the Plaintiff to enter into the Policy.

5. Further the misrepresentations / non-disclosures were breaches of the Defendant's contractual and common law duty under the Policy of utmost good faith, to make a fair presentation of the risk and to give full and honest information, including as confirmed by the Declaration to Proposal in which the Defendant attested to the truth and completeness of the information provided in the Proposal and agreed to abide the terms and conditions of the Policy.

6. Further or alternatively, the General Conditions to the Policy state:

   3. Your duty regarding claims

   You [the Defendant] must:

   a) inform us [the Plaintiff] in writing as soon as reasonably possible of full details of any incident which may result in a claim under your policy.

   b) forward to us every writ, summons, and notice of prosecution, legal process or any other communication that you receive in connection with any incident or claim immediately upon receipt, without responding to it unless it is with our consent.

   c) give all necessary information and assistance that we may require.

7. The Defendant has failed entirely to comply with any of the above conditions from the date of the accident to the present date, despite repeated requests for information and assistance made by the Plaintiff, its agents and attorneys, to the Defendant and his attorney. In the circumstances the Plaintiff is entitled to and does avoid the policy on its terms as against the Defendant.

8. Section 2 of the Policy, Basis of Claims Settlement, states as a condition:

> In the event a claim is not covered by your Policy and we are required by the Vehicle Insurance (Third Party Risks) Law, limits therein, of the geographical area to pay up to those limits, we reserve the right to seek full recovery from you all amounts paid to, or on behalf of, such a third party.

9. If the Plaintiff in the Action referred to above (i.e. a Third Party) is successful in obtaining and enforcing a claim for damages against this Plaintiff pursuant to the provisions of the Act, this Plaintiff claims against the Defendant all amounts paid to, or on behalf of, such third-party Plaintiff.

AND THE PLAINTIFF claims:

(1) A declaration that the Plaintiff is and has been entitled at all material times to avoid the Policy on the ground that the Policy was obtained by the non-disclosure of material facts and/or by the representation of facts which were false in material particulars; and that the Policy is avoided accordingly;

(2) In the event that the Plaintiff is required to make any payments to the third-party Plaintiff in the Action by virtue of the provisions of the Act this Plaintiff claims from the Defendant pursuant to the Policy all amounts paid, and all amounts payable to or on behalf of the Plaintiff in the Action;

(3) Its costs of this action; and

(4) Such further or other relief as to this Honourable Court may seem just.

DATED at Grand Cayman this 5th day of June 2026

Hampson and Co.

Hampson and Company
Attorneys for the Plaintiff**,** Cayman First Insurance Company Limited

THIS GENERALLY ENDORSED WRIT is filed by Hampson and Company, attorneys for the Plaintiff, whose address for service is that of its said attorneys, at Apollo House East, 4th Floor, 87 Mary Street, George Town, P.O. Box 698, Grand Cayman KY1-1107

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO: G OF 2026

BETWEEN:

CAYMAN FIRST INSURANCE COMPANY LIMITED

PLAINTIFF

AND:

KENT MICHAEL RANKIN

DEFENDANT

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

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

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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2. State whether the Defendant intend to contest the proceedings (tick appropriate box)
   Yes ☐ No ☐

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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 the Writ is acknowledged accordingly

Signed ....

Attorney for the Defendant

Address for service:

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 communications 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.

Hampson and Company Attorneys-at-Law Apollo House East, 4th Floor 87 Mary Street P.O. Box 698 Grand Cayman KY1-1107 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.

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 495, 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 (or 28 days in the case of a writ served outside the jurisdiction pursuant to an order of the Court), 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.