

CAUSE NO: OF 2026

**ND COURT OF THE CAYMAN ISLANDS
ION****LIAM CHESLI HOOKER HEBBERTH****(by his mother and next friend,
Lisandra Marie Hebbberth Taylor)****PLAINTIFF****AND****LINSFORD MICHAEL RANKIN****DEFENDANT****WRIT OF SUMMONS**

TO: The Defendant

And as a Noticed Party To: 247 Indigo Insurance Ltd
The Shops,
Grand Harbour
Grand Cayman, KY1-1102
Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff of 77 Wicker Lane, George Town, KY1-1104, 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.

This Writ/Statement of Claim is filed by KSG Attorneys at Law whose address for service is 4th Floor, One Capital Place, Shedden Road, George Town, Grand Cayman. P.O. Box 2255 GT, KY1-1107. Liam Chesli Hooker Hebbberth v Linsford Michael Rankin

Issued this 2nd day of September 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 issue unless renewed by order of the Court.

IMPORTANT

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

STATEMENT OF CLAIM

1. The Plaintiff is Liam Chesli Hooker Hebbberth, a minor, who brings this claim by his mother and next friend, Lisandra Marie Hebbberth Taylor.
2. The Defendant was at all material times the driver of a 2021 Honda Civic motor vehicle bearing registration number 209874.
3. At all material times, the Defendant's vehicle was insured with *247 Indigo Insurance Ltd*, who had issued a policy of insurance relating to the vehicle in accordance with the Vehicle Insurance (Third Party Risks) Act.
4. On 17th December 2024, at approximately 10:11 pm, the Plaintiff was a passenger in his mother's motor vehicle travelling east along Bodden Town Road when the Defendant, who was travelling west, attempted to overtake another vehicle and drove into the eastbound lane, colliding head on with the vehicle in which the Plaintiff was travelling.
5. The collision was caused solely 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 lookout;
 - (b) failed to observe the vehicle in which the Plaintiff was travelling;
 - (c) attempted to overtake another vehicle when it was unsafe and dangerous to do so;
 - (d) drove into the oncoming lane and into the path of the vehicle in which the Plaintiff was travelling;
 - (e) failed to give way to oncoming traffic;
 - (f) failed to apply his brakes in time or at all;
 - (g) failed to steer, control, slow or stop his vehicle so as to avoid the collision;
 - (h) drove without due care and attention;
 - (i) drove without proper regard for other road users and the prevailing road conditions; and

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(j) breached sections 67 and 68 of the Traffic Act (2021 Revision) and failed to comply with the Road Code.

7. The Plaintiff also relies on the doctrine of *res ipsa loquitur*.
8. By reason of the aforesaid, the Plaintiff sustained severe personal injury and has suffered loss and extensive damages.

Particulars of Injury

9. The Plaintiff's date of birth is 18 May 2017 and at the date of the accident he was seven years old.
10. Following the collision, the Plaintiff was admitted to George Town Hospital with serious injuries, including fractures of the right distal femur, right proximal tibia and right proximal fibula, together with facial and dental injuries.
11. On 19 December 2024, the Plaintiff underwent surgery to reduce and stabilise the fractures of his right femur and tibia. The femur was fixed with K-wires and the tibia with screws. His right leg was placed in a cast and he was required to remain non-weight bearing for approximately six weeks.
12. Following surgery, the Plaintiff suffered significant pain and restricted mobility. He required physiotherapy and assistance with standing and walking and initially mobilised using crutches.
13. The Plaintiff developed significant anaemia following the accident and surgery and required a blood transfusion on 19 December 2024.
14. The Plaintiff also suffered facial and dental injuries, including abrasions and swelling to his face and nose, injury to the alveolar arch and the loss of his two front teeth. He suffered tooth and jaw pain and difficulty eating and chewing.
15. The Plaintiff also suffered wounds and abrasions to his right thigh and knee. On 24 December 2024, he underwent a further procedure to clean and dress the wounds and apply a long leg fibreglass slab.
16. The Plaintiff subsequently underwent further casting and follow-up treatment. Imaging showed progressive healing of the fractures, with the fixation hardware remaining in place.
17. Following his discharge from George Town Hospital on 24 December 2024, the Plaintiff returned to Nicaragua where he continued his orthopaedic follow up at Hospital Militar. His cast and two of the fixation screws were subsequently removed.

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18. The Plaintiff subsequently developed pain and swelling in his right knee. He was reviewed at Hospital Militar and advised that the two remaining screws in his right tibia should be removed as they were causing his symptoms. Further surgery to remove the screws has been recommended but has not yet taken place.
19. The Plaintiff continues to suffer from the effects of his injuries and further adverse sequelae cannot be ruled out. Further medical evidence will be served in due course.

Particulars of Special Damage

20. The Plaintiff has suffered loss and incurred expenses as a result of the accident which are ongoing.
21. 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 medical treatment and future therapies, aids and equipment, travel, past and future care costs and miscellaneous expenses.

Statement as to Interest

22. The Plaintiff is entitled to, and claims, interest on all damages owing to him pursuant to section 34 of the Judicature Act (2021 Revision) at such rate and for period pursuant to the Judgment Debts (Rates of Interest) Rules (as amended) from 17 December 2024 as the Court shall deem just.

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 this Honourable Court deems just.



KSG

Dated this 2nd day of September 2026

**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

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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.

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**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION****CAUSE NO: OF 2026****BETWEEN:****LIAM CHESLI HOOKER HEBBERTH****(by his mother and litigation friend,
Lisandra Marie Hebbberth Taylor)****PLAINTIFF****AND:****LINSFORD 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.

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 the Writ is acknowledged accordingly

(Signed).....
Attorney for

Please complete overleaf

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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 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
4th Floor, One Capital Place
136 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.

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