

Commonwealth of The Bahamas

In the Supreme Court

Common Law and Equity Division

Claim No.: 2021/CLE/gen/FP/00080

BETWEEN

CLINTWOOD ROLLE SR.

Plaintiff (Claimant)

AND

SUMMIT INSURANCE COMPANY LIMITED

1st Defendant (Respondent)

AND

ISLAND HERITAGE INSURANCE CO. LTD.

2nd Defendant (Respondent)

Before: Demeritte-Francis J. (Acting)

Appearances: Mr. Samuel I. Rahming for the Plaintiff

**Mr. Dwayne Fernander and Ms. Lavette A. Kemp for the 1st and
2nd Defendants**

Hearing Date(s): July 15th and 16th, 2024

DECISION

Demeritte-Francis, J. (Acting)

Introduction

1. This action has commenced in the Supreme Court by way of Specially Endorsed Writ of Summons filed 1 July 2021 by the Plaintiff/Claimant in this matter. Note that this matter was filed prior to the new Supreme Court Civil Procedure Rules, 2022 coming into force. Hence, in this Decision, the terms "Plaintiff/Claimant" and "1st and 2nd Defendants/Respondent" will be referred to as follows: the term "Plaintiff" shall denote the Plaintiff/Claimant throughout this Decision, while "the Defendants" shall refer to the 1st and 2nd Defendants.
2. The Supreme Court Rules, 1978 are the applicable rules with all of its amendments pursuant to Rule 4 of the Supreme Court Civil Procedure Rules 2022:

By Rule 4, it is provided that the previous rules are the applicable rules which provides as follows:

Notwithstanding rule 3, proceedings commenced in the court prior to the commencement of these Rules, in accordance with rule 2(1)(b) do not apply, shall continue under the Rules of the Supreme Court (S.I. 48 of 1978).

3. The hearing for this matter started on 15th and 16th July 2024. At the start of the trial, the Court informed the parties that no stenographer was available, and the courtroom's audio-visual equipment was malfunctioning. After failed attempts to fix the issues, it was agreed that the Judge's personal mobile phone and laptop would be used to record the trial. This recording was deemed the official record for preparing closing arguments.
4. On 28th August 2024, the Court Clerk emailed the audio recording to Counsel. References to viva voce evidence in the recordings are cited by the time (minute and second) of the recording by Counsel for the Plaintiff. It was agreed that closing submissions be submitted on 13th September 2024 by both parties to the action.
5. This matter involves the interpretation of an Insurance Policy contract between the Plaintiff and the 1st and 2nd Defendants relating to alleged structural damages to the Plaintiff's property arising from Hurricane Isaias

("hereinafter Isaias") and subsequent and further damage from Tropical Storm Eta ("hereinafter Eta").

6. The Plaintiff seeks indemnification under Homeowners Insurance Policy issued by the Defendants, Insurance Management (Bahamas) Limited, acting as agents and brokers, and the insurance company. In this action, the Plaintiff claimed the following:
 - a. The said amount of \$56,334.00;
 - b. Alternatively, Damages;
 - c. Interest in the accordance with the Award of Interest Act;
 - d. Costs; and
 - e. Such further and other relief as the Honourable Court deems just.
7. The Plaintiff, who is a citizen and resident of the Commonwealth of The Bahamas, owns lot No. 73 in Pine Forest Estate Subdivision, Holmes Rock, Grand Bahama, including the dwelling house on the property.
8. The 1st Defendant is a company incorporated in The Bahamas, conducting business as insurers with its main office at No. 41 Montrose Avenue, Sears Hill, Nassau, New Providence.
9. The 2nd Defendant is also a company incorporated in The Bahamas and is engaged in the insurance business with its main office at No. 34 Collins Avenue, Nassau, New Providence.
10. On 13th May 2020, Insurance Management (Bahamas) Limited, acting as agents for the 1st and 2nd Defendants, issued Homeowners Insurance Policy No. HONEW 197303 to the Plaintiff. This policy covered the Plaintiff's property at No. 73, Pine Forest Estate Subdivision, Holmes Rock, Grand Bahama, against various perils including hurricanes and tropical storms, for the period from 13th May 2020 to 12th May 2021.
11. At the time of the policy's issuance, the Plaintiff had an insurable interest in the property. The liability for any loss under the policy was split between the 1st and 2nd Defendants at 70 percent and 30 percent respectively. The policy explicitly required the Defendants to cover repair costs for damages due to perils outlined in the policy upon the Plaintiff's claim submission. The Plaintiff claims that it was implied that the Defendants would process and honour legitimate claims promptly and act in good faith during investigations.
12. On 1st August 2020, Isaias caused structural damage to the Plaintiff's property. The Plaintiff submitted a repair claim on 14th September 2020. However, there was a six-week delay in processing the claim, resulting in

the Plaintiff receiving a settlement cheque on 6th November 2020. A severe tropical storm, Eta, hit Western Grand Bahama from 6th-8th November 2020, causing further damage to the property. Despite the Plaintiff's efforts to secure the property, additional damage occurred. The Plaintiff submitted another claim for these damages, which included a quote and a detailed schedule of destroyed contents, totaling \$56,334.00.

13. It is alleged that the Defendants delayed their inspection and spent minimal time assessing the damage. They subsequently rejected the Plaintiff's claim entirely. The Plaintiff's attorney demanded settlement, but the Defendants refused, allegedly breaching the Insurance Policy terms by not paying the claimed amount. The Plaintiff claims that he suffered and continues to suffer losses due to this breach.
14. The Plaintiff outlines the alleged breaches by the Defendants in his Writ of Summons, including failure to properly investigate the claim, unreasonable rejection of the damage estimate, and failure to honour the policy terms. The damages included the destruction of electrical fixtures, sheetrock, chair railings, textured walls, and various contents within the property. The Plaintiff claims \$56,334.00, or alternatively, damages, interest, costs, and any other relief deemed just by the Court.
15. On 22nd July 2021, the Defendants entered a Memorandum of Appearance and a Notice of Appearance. On 12th August 2021, the 1st and 2nd Defendants, in response to the Writ of Summons, filed a Defence to the action.

The Defendants Defence

16. The Defendants Defence maybe summarized as follows:

The Defendants are holding the Plaintiff to strict proof of the matters contained in the Specially Endorsed Writ of Summons. The Defendants do not deny that the payment of the costs of repairs of damage to the Insured's Property were subject always to the terms and conditions of Insurance Policy No. HONEW-197303. The Defendants will rely on the full terms of the Insurance Policy in these proceedings for meaning and effect. The Defendants also do not deny that payment of claims or reasonable claims were subject always to fulfillment of the requisite obligations of the Plaintiff pursuant to the terms of the Insurance Policy.
17. The Defendants do not dispute that it was an implied term of the Insurance Policy that all reasonable claims made and/or submitted by the Plaintiff to the Defendants for damages or loss caused by perils covered under the Insurance Policy would be processed and honoured and paid in a reasonable and timely manner.

18. The Defendants also do not dispute that it was an implied term of the Insurance Policy that the Defendants would act in good faith in its conduct of any and all investigations, assessments, and evaluations necessary in connection with a claim or claims submitted by the Plaintiff and that said claims would not be unreasonably denied.
19. The Defendants agree, for the purpose of the Insurance Policy, a tropical storm is defined as a weather disturbance in which sustained winds exceeds thirty-nine (39) miles per hour but not more than seventy-four (74) miles per hour as verified by the Government Meteorological Office and hurricane is defined as a weather disturbance in which sustained winds exceed seventy-four (74) miles per hour as verified by the Government Meteorological Office.
20. The Defendants do not dispute that on or about the 1st August 2020 the Island of Grand Bahama was affected and impacted by hurricane/tropical storm Isaias. Isaias occasioned structural damages to the Insured Premises. The Plaintiff submitted a claim for the costs of the repair of the damage caused by Isaias to the Defendants on or about the 14th September 2020.
21. The Defendants agree the following:

On or about 15th September 2020, approximately six weeks subsequent to the passage of Isaias, the Plaintiff reported to the Defendants agent, Insurance Management (Bahamas) Limited, that his premises had sustained damages due to the said storm.
22. Approximately one week following the receipt of the Claim related to storm Isaias, on or about 21st September 2020, the Plaintiff provided Insurance Management (Bahamas) Limited with an estimate for the necessary repairs.
23. After two (2) inspections conducted by Adjusters acting on behalf of Defendants and Insurance Management (Bahamas) Limited, a settlement offer was extended within three (3) weeks of receiving the repair estimate, specifically on or about 13th October 2020.
24. In the subsequent weeks, a settlement regarding the Isaias claim was achieved, resulting in a cheque being issued to the Plaintiff on 6th November 2020.
25. The Defendants however assert that the Plaintiff initially delayed the reporting of the Isaias claim.
26. The Defendants further aver that the Plaintiff was issued a cheque near the end of the business day on Friday, 6th November 2020. The Defendants aver that all claims received must be investigated by the Defendants and or the Defendants agents and that such investigations were conducted, and the Isaias claim paid within a reasonable time.

27. The Defendants puts the Plaintiff to strict proof of each and every assertion of facts alleged. The Defendants will also aver that if, as the Plaintiff alleged, he sustained damage or any further damage, (no admission being made as to such damage having occurred) the Plaintiff failed to take reasonable steps or any reasonable steps at all to secure his premises as required pursuant to the Insurance Policy. The Defendants will rely on the full terms and effect of the Insurance Policy.
28. The Defendants contend that on the afternoon of 6th November 2020, the Plaintiff received a settlement cheque for the Isaias claim, which constituted a full and final settlement of all claims arising from the damage to his dwelling. Any subsequent damage incurred by the Plaintiff was due to his failure to secure his premises, thereby preventing further loss or damage to property, as required by the terms and conditions of the Insurance Policy. Additionally, the Defendants allege that the Plaintiff's failure to report the Isaias claim in a timely manner contributed to the loss and damage.
29. The Defendants do not deny that the Plaintiff submitted a letter to Insurance Management (Bahamas) Limited dated 15th December 2020, however it is denied that any such damage, as alleged, occurred.
30. The Defendants also aver the following:

The Plaintiff made a report of damage on 16th November 2020 alleging damage and after almost six (6) weeks post the Isaias settlement, Insurance Management (Bahamas) Limited received from the Plaintiff a letter dated 15th December 2020 making claim for additional damages alleged to not have been covered in the settlement of the Isaias claim.
31. The Defendants contend that upon a further inspection by the Insurance Management (Bahamas) Limited Adjuster, there were no changes identified that were different from the initial inspection done during the course of the inspection conducted for the Isaias claim.
32. The Defendants further allege that the Plaintiff's claim of loss and damage is unrealistic and contrived.
33. The Defendants aver that on the 4th December 2020, Insurance Management (Bahamas) Limited Adjuster inspected the Plaintiff's premises to view the damage alleged, the Defendants deny that there were multiple requests for attendance at the Insured Premises.
34. The Defendants contend that the Plaintiff was under a duty to prevent loss or damage and was therefore as a term of the Insurance Policy obligated to take all reasonable steps to prevent loss, damage and accidents and to maintain the property in a sound condition.

35. The Defendants refused to settle the Plaintiff's claim for the additional amount claimed.
36. On Thursday 27th October 2022, a Case Management Hearing was held before the Honourable Justice Ntshonda Tynes (Acting) and a Directions Order was issued by the Judge.
37. Amongst other things, but more particularly at Paragraph 10 and 11 of the Directions Order it stated as follows:

“10. That an agreed Bundle of Pleadings and agreed Bundle of Documents to be filed on or before the 5th day of May 2023.

11. In the event that the parties are unable to agree the Bundle of Documents each party files its own Bundle of Documents on or before the 12th day of May 2023.” (Emphasis added)

FACTS

38. Having reviewed the entire file, in order to understand, I would summarize the factual case as follows:

The background of this action is gleaned from the pleadings. The Plaintiff was issued an Insurance Policy HONEW-197303 by Insurance Management (Bahamas) Limited on 13th May 2020, covering his dwelling located at No. 73 Pine Forest Estate in Holmes Rock, Grand Bahama, against various perils, including hurricanes and tropical storms, until 12th May 2021. The existence of the insurance policy is not in dispute between the Parties.
39. The Plaintiff was obligated under the Insurance Policy to pay an annual premium of \$2405.00 to Insurance Management (Bahamas) Limited to secure the policy coverage. The Plaintiff met his obligation under the policy and this fact is also not disputed by the 1st and 2nd Defendants. The Insurance Policy is a valid Insurance Policy, and the Plaintiff is making a claim under the provisions of the effective Insurance Policy in place for the period in question.
40. The insurance coverage states specifically the “Risk Description” which included damages to the ‘Building’ and its ‘Contents’. The policy stipulated that the Defendants would cover repair costs for damages caused by such perils upon submission of a claim.

41. On 1st August 2020, Isaias damaged the Plaintiff's property, prompting him to file a claim on 14th September 2020. However, there was a six (6) week delay before the Defendants processed and settled the claim, issuing a settlement cheque on 6th November 2020. Subsequently, the second storm, Eta, struck Grand Bahama during the 6th-8th November 2020.
42. As a result of this storm, the Plaintiff alleges that it caused further damages to the already affected property occasioning torrential rains, heavy winds and flooding affecting both the structure of the Insured Premises and to its contents.
43. By a letter dated 15th December 2020, the Plaintiff submitted a quote from "That's Maintenance" dated 14th December 2020 estimating the costs of repair of the alleged further and additional damages to the Plaintiff's interior walls at \$14,940.00. The Plaintiff also submitted a schedule itemizing the contents within the home along with the corresponding replacement costs which totaled \$41,381.00.
44. The Plaintiff submitted a new claim for these additional damages on 16th November 2020, along with an estimate for repair costs and an itemized list of destroyed contents, totaling \$56,334.00.
45. Despite this, the Defendants denied the claim, arguing that the alleged damages were either exaggerated or due to the Plaintiff's failure to promptly secure his property. Consequently, the Plaintiff accused the Defendants of breaching the Insurance Policy by refusing to settle the additional claim, causing ongoing loss and damage.
46. Upon further inspection of the insured property by Insurance Management (Bahamas) Limited Adjuster, there were no changes identified that were different from the initial inspection done during the course of the inspection conducted for the Isaias claim.
47. It is agreed that the Parties are both relying on the full terms and effect of the Insurance Policy.
48. It has been conceded by the Defendants in their Pleadings that there is an implied term in the Insurance Policy obligating the Defendant to investigate, process and settle claims in a reasonable and timely manner. In addition, the Defendants have conceded that there is an implied term in the Insurance Policy obligating the Defendant to act in good faith in the conduct of its investigations, assessment, evaluations and settlement of the Plaintiff's claims.
49. On 16th July 2024, the second day of Trial, the Parties arrived at the following consensus and specifically agreed which documents from the Bundle of Documents (that they each filed) would be tendered into evidence

in this matter. There being no Court Reporter present during the Trial, I am unable to reference a Transcript of Proceedings, (as I was advised no Court Reporter was available to attend the proceedings on either of the two (2) days of the Trial) relative to this agreement.

50. The Parties also agreed that there would be two Witnesses called to give evidence in the matter. Namely, the Plaintiff, Mr. Clintwood Rolle Sr and for the 1st and 2nd Defendants, Mr. Amado Stubbs, who is the Claims Adjuster for Insurance Management (Bahamas) Limited.

ISSUES FOR DETERMINATION:

51. Based on the foregoing history and summary of the case, I am of the view that the relevant issues to be determined by the Court are as follows:
- a. whether the Plaintiff's claim was investigated, processed and settled in a timely manner.
 - b. whether the Defendants acted in good faith in processing investigating evaluating the Plaintiff's Claim.
 - c. whether there was a delay in the Defendant's processing and settlement of the Plaintiff's claim for the damages occasioned by Isaias in August 2020.
 - d. whether or not the Defendant was responsible for the delay.
 - e. whether the Plaintiff had a reasonable and sufficient opportunity to repair the damages occasioned to the home by Isaias in August 2020 prior to the passage of Eta in November 2020 having consideration for the fact that the Plaintiff only received the cheque at the end of the business day on Friday 6th November 2020.
 - f. whether the Plaintiff took reasonable steps to secure his home prior to the passage of Eta and to mitigate against further damages.
 - g. whether coverage of the Homeowners Insurance Policy continued and was in effect during the period 6th-8th November 2020.
 - h. whether the Insurance Policy covered damage and destruction of the contents of the Insured Premises.
 - i. whether the Insurance Policy covered the full replacement costs of the contents destroyed by Eta.
 - j. whether a reasonable examination and inspection of the further damage to the structure of the Insured Premises and its contents were conducted by the Defendant.

- k. whether the Defendants were justified in denying the Plaintiff's claim for further and additional damages to the Insured Premises' structure and contents.
 - l. whether the Plaintiff has suffered any loss due to the passing of Eta as outlined in the November Claim or at all.
 - m. if any losses were suffered, were they distinct from the losses already accounted for by the Isaias Claim and subsequent Isaias settlement.
 - n. what amount is now due and owing to the Plaintiff in respect of the further and additional damages and losses, if any.
 - o. if in the event that the Plaintiff did suffer any losses as alleged in the November Claim or at all, was such loss and damage sustained as a result of the Plaintiff's failure to act reasonably and promptly to secure his premises from damage and loss as he was obligated to do.
 - p. whether the Plaintiff breached the terms of the Insurance Policy.
 - q. whether the Plaintiff is entitled to receive compensation under the Insurance Policy, and if so, what is the quantum.
52. The matter was subsequently set down for trial on 15th and 16th July 2024. It was agreed between Counsel that written submissions would be laid over to the Court on 13th September 2024.
53. In my judgment the most relevant submissions are contained in paragraph 18-29 and are set out here.

LEGAL ARGUMENTS / SUBMISSIONS:

Plaintiff Submissions

54. At paragraph 18, the Plaintiff argues that the Insurance Policy implicitly requires the Defendants to investigate, process, and settle claims reasonably and timely. The Plaintiff contends that such a term is necessary for the Insurance Policy to be effective, especially given the perils insured against, such as hurricanes, which are seasonally recurrent.
55. At paragraph 19, the Plaintiff submits that there is an implied obligation for the Defendants to act in good faith when investigating, assessing, and settling the Plaintiff's insurance claims. This good faith duty is necessary to balance the detailed obligations imposed on the Plaintiff under the Insurance Policy.
56. At paragraph 20, the Plaintiff asserts delay in processing and settlement of claim. The Plaintiff asserts that the Defendants delayed processing and

settling the claim related to the damages caused by Isaias in August 2020. The delay is acknowledged by the Defendants witness, who admitted the claim was submitted on 15th September 2020 and not settled until 6th November 2020.

57. At paragraph 21, the Plaintiff's Insurance Policy was still in effect during the period from 6th-8th November 2020, when Eta caused further damage to the Insured Premises. This was confirmed by the Defendants witness.
58. At paragraph 22, the Plaintiff received the settlement cheque on 6th November 2020 and argues that it was impossible to complete repairs before Eta struck later that same day. The Defendants witness admitted that it was not feasible for the Plaintiff to negotiate the cheque, purchase materials, and effect repairs in such a short time.
59. At paragraph 23, the Plaintiff contends that Eta was the proximate cause of the additional damages and that these are covered under the Insurance Policy. The Plaintiff refers to legal principles requiring the Court to ascertain the proximate cause of the damage when multiple causes are involved.
60. Counsel for the Plaintiff relies on Justice Diane Stewart's Decision in the case of **Bullard and Bahamas First General Insurance Company Limited and Abaco Insurance Agency Company Limited CLE/GEN/640 of 2008 BS2012 SC 1-15**.
61. In support of its claim at paragraph 24(iv) of their closing submissions cited the case of **Bullard and Bahamas First General Insurance Company Limited and Abaco Insurance Agency Company Limited CLE/GEN/640 of 2008 BS2012 SC 1-15**. In that case Counsel for the Plaintiff references the doctrine of the proximate cause of damage and the relevant passage provides:

"Mrs. Justice Diane Stuart (Stewart) (AG) in delivering her judgment cited obiter at paragraph 30

The proximate cause of the damage must be ascertained. In Ivamy's General Principles of Insurance Law 5th Edition, the learned author states: Wherever there is a succession of causes which must have existed in order to produce the loss, or which has in fact contributed, or may have contributed to produce it, the doctrine of proximate cause has to be applied for the purpose of

ascertaining which of the successive causes is the cause to which the loss is to be attributed within the intention of the policy (Page 382). Where the peril insured against is not the last cause, but a preceding cause, it is necessary to consider whether the last cause is so intimately connected, either immediately or by transmission through a chain of circumstances, with the preceding cause that the loss which is the effect of the last cause is nonetheless the effect of the preceding cause, and is, therefore, within the policy as being caused by the peril insured against (Page 384). where there is no break in the sequence of causes from the peril insured against to the last cause, each cause in the sequence being the reasonable and probable consequence, directly and naturally resulting in the ordinary course of events from the cause which precedes it, the peril insured against is the cause of the loss within the meaning of the policy. Where the loss is caused by the action of two concurrent and independent causes, one of which is the peril insured against and the other an excepted cause the loss is not within the policy, since it may be accurately described as caused by the excepted cause, and it is immaterial that it may be described in another way which would not bring it within the exception (Page 383)

And at Paragraph 39

As stated previously if the proximate cause of the damage was a combination of two events, one of which is intimately connected to the other, one must look at both causes and determine if they are covered under the contract.

It is submitted that the effects of Tropical Storm ETA was the proximate cause of the

further and additional damages and losses suffered by the Plaintiff and that same are insured losses recoverable under the Plaintiff's Insurance Policy with the Defendants.

The Defendants Witness accepts and admits that if an insured suffers damages from an insured peril and reaches settlement with the Insurance Company and is paid and subsequently suffers further damages from another insured peril during the currency and operation of the Insurance Policy, it would be permissible for the insured to file a claim for the additional damages and losses suffered."

62. At paragraph 24, the Plaintiff argues that reasonable steps were taken to mitigate further damage by placing a waterproof tarp on the roof. The Defendants submission that the tarp should have prevented all water penetration, is dismissed as illogical, given the storm's intensity.
63. At paragraph 25 the Plaintiff argued that the Insurance Policy covered both the building and its contents. This is substantiated by the Defendants witness who acknowledged this coverage, but disputes arose over the condition of the items claimed as damaged. The Plaintiff produced photographs and relied on a bundle of photographs exhibited to prove damage to the contents of the Insured Premises. The Plaintiff submitted that the photographs are both relevant and probative to establishing the existence of the items in the Insured Premises covered under the Insurance Policy for which claims have been made by the Plaintiff.
64. At paragraph 26, the Plaintiff argued that the Insurance Policy at Section 2 Clause 1 provided for the contents covered by the policy and the repair or replacement of damaged contents and the Plaintiff argues that the full replacement cost should be covered, except for certain items like clothing, where wear and tear deductions apply.
65. At paragraph 27, the Plaintiff argues that the Defendants failed to conduct a proper and reasonable examination of the further damage to both the structure and contents of the Insured Premises. The Plaintiff argues that the Defendant did not assess the electronic tools or equipment for the purpose of determining their condition or take away to assess. The Defendants witness admitted to not examining or assessing the electronic items claimed to be damaged. The Plaintiff submits that they provided an itemized list and description of all claimed by the Plaintiff to be damaged or destroyed during Eta in advance of the investigation on the 5th December 2020. The Plaintiff

argues that he was not required or instructed to have any items assessed by a professional in support of his claim.

66. Clause 6(e) page 23 of the Insurance Policy, provides that the insured must provide the insurers at their own expense, with all the details and evidence that the insured shall reasonably ask for concerning the cause and the amount of any damage and injury. The Plaintiff argues that he wrote on 11th January 2021 to Insurance Management (Bahamas) Limited informing them that he could bring all damaged items into the insurers so a proper inspection could be carried out to which he received no response. The Plaintiff argues that the Adjuster had no qualifications to diagnose electronic audio and visual equipment and submitted that he was unable to assess the items as a part of his investigation. Nor did any other agent conduct any research or enquiries on the replacement costs or value of the damaged goods.
67. At paragraph 28, the Plaintiff argues that the Defendants had a contractual duty and obligation to conduct a reasonable and proper investigation. The Plaintiff submits that due to the Defendants failure or refusal to properly investigate the further damage, they had no legitimate basis to deny the claim. The Plaintiff argues that the denial was unjustified and based on an incomplete investigation.
68. At paragraph 29, the Plaintiff seeks to recover \$56,000.00 (the correctly stated sum in the Writ of Summons is the amount of \$56,344.00) for the further and additional damages sustained. The Plaintiff argues that, based on the evidence and the Insurance Policy, this amount is justly owed.

The Defendants Submissions

69. In my judgment the most relevant submissions for the Defendants, contained in their closing submissions, are set out here.
70. The Defendants Counsel contested the Plaintiff's evidence, asserting that the storm system, Eta, was not a Hurricane but rather a Tropical Storm. Furthermore, the Defendants Counsel argues that it was not a "severe storm" as described in Paragraph 8 of the Plaintiff's Witness Statement.
71. The Defendants argue that the Plaintiff's evidence is inconsistent, self-serving, and fails to substantiate the claims for damages due to the impact of Eta. They contend that the Plaintiff has not provided credible evidence to support the assertion that further damage was caused by the storm, distinct from the damage already compensated under a previous claim related to Isaias.
72. The Defendants submitted that the Plaintiff's testimony is riddled with inconsistencies, particularly regarding the steps taken to secure the

property before and after the storm Isaias. They argue that the Plaintiff's statements during cross-examination were evasive and contradictory, especially concerning the use of a tarp to protect the roof. Despite the Plaintiff's initial denials, he, albeit reluctantly accepted the words of his Witness Statement which could only be sensibly construed as meaning that prior to Eta arriving, he took steps to mitigate the intrusion of water into his home by covering the entirety of his roof with blue waterproof tarp.

73. The Plaintiff then attempted to resile from his position in his Witness Statement and suggested that the tarp did in fact not cover the entirety of the roof but rather that it was utilized to cover parts of the roof. When prompted whether the words in Paragraph 9 of his Witness Statement were his own words, he confirmed the same which ultimately demonstrated that the Plaintiff's evidence in examination-in-chief and cross-examination were inconsistent. The Defendants contend that to overcome the deficiency in his own evidence, the Plaintiff contended that the wind had blown the blue waterproof tarp from the roof.
74. The Defendants argue that the Plaintiff has not presented sufficient evidence to prove that the damage claimed after Eta was distinct from the damage caused by Isaias. They point out that the Plaintiff's own admissions during cross-examination suggest that much of the alleged damage had already been addressed in the earlier claim.
75. The Defendants contends that in exploring the Plaintiff's evidence of roof damage and excessive water intrusion, the Plaintiff was taken to Tab 3 of the Defendants Bundle of Documents and questioned regarding the 80 percent damage he claimed his roof allegedly sustained in Isaias. The Plaintiff initially maintained that his roof had received extensive damage and more than the 10 percent assessed by the Adjuster. Subsequently agreeing that his roof damage was not excessive at all. He was reluctant to accept the 10 percent but agreed that it was less than 50 percent. The Plaintiff's evidence under cross-examination that his roof had been recently redone after Hurricane Dorian which occurred September 2019, it was submitted that the pictures clearly show that there were a few missing shingles which, as reflected in the Adjuster's report, amounted to minimal damage to the roof.
76. The Defendants assert that the Plaintiff's credibility is questionable, citing his reluctance to accept evidence that contradicted his claims, such as photos showing minimal damage to the roof. They also note that the Plaintiff admitted dissatisfaction with the earlier settlement and seemed intent on obtaining additional funds through this new claim.
77. The Defendants emphasize that the Plaintiff failed to provide proof of loss or damage and did not demonstrate by receipts or independent verification

of the damaged items. That the Defendants submit that the proof of loss must be factual.

78. The Defendants argue that the Plaintiff's evidence, particularly photographs, fails to substantiate the claim of significant water damage or destruction of personal property. The Plaintiff has not adduced any such evidence, up to the date of the trial, some 3 1/2 years post Eta. At Paragraph 44 of the Defendants closing submissions the case of **Deyvon Jones v FML Group of Companies Limited [2022] 2 BHS J. No. 117** is cited. In the instant case the legal principle is he who asserts must prove his case. The Defendants submitted that if there is no evidence of loss and damage presented to the Court the claim should fail. It is cited at Paragraph 56 of the Defendants closing submissions the English case of **Leeds Beckett University (formerly Metropolitan University) v Travelers Insurance Company Ltd** the university's case was dismissed due to the absence of any evidence to support the damaged alleged.
79. Further, it is essential in a claim for content loss and damages that credible and sufficient evidence of loss and damage be placed before the Court. Without such evidence it is submitted by the Defendants that the claim ought to be dismissed. It is cited at Paragraph 57 of the Defendants closing submissions the case of **Scandia Enterprises Limited v Sun Alliance (Bahamas) Limited and another [2010] 4 BHS J**, Evans J, as he then was, stated at paragraph 83, *"it is not enough for the plaintiff to say "I have lost" even it is complete destruction of the insured property, without firstly, proving that the loss occurred."*
80. The Defendants refute the Plaintiff's allegations that their investigation of the damage was inadequate. They argue that their inspection, led by Mr. Amado Stubbs, was thorough and revealed no additional damage beyond what was already accounted for. The Adjuster had testified that during his inspection of the Plaintiff's home, upon arrival he observed the blue water tarp in place. The Defendants contend that the Plaintiff did not point out any non-functioning electronics or other damaged items during the inspection.
81. The Defendants contend that further evidence of the Plaintiff's lack of credibility is found when contrasting his testimony with that of his written evidence and pleadings. The Plaintiff pleaded in part at Paragraph 16 of his Statement of Claim and stated at Paragraph 11 of his Witness Statement that the Defendants Adjuster finally attended at the insured premises on the 4th December 2020 where the Adjuster spent less than five (5) minutes to complete the inspection of the further and additional damages to the insured premises and its contents. However, when pressed during cross-examination, the Plaintiff confirmed that he took Mr. Stubbs on a tour of his home to show him around the house. He was specifically asked if it was fair to say that he took his time and showed Mr. Stubbs the various areas of

house that were alleged to be damaged, and his response was he was only following the lead of Mr. Stubbs because he had already told him initially what areas were damaged in the Insured Premises and he (Mr. Stubbs) was going to check.

82. The Plaintiff acknowledged that it was his house but indicated that the Adjuster had been there before. The Plaintiff also acknowledged that he was responsible for guiding Mr. Stubbs and that Mr. Stubbs would not know what to look for unless it was pointed out to him. The Plaintiff conceded on the point that it was his duty to take Mr. Stubbs throughout the house and into the areas of concern, hence setting the pace of the inspection and determining the length of time Mr. Stubbs was present at his home. He accepted that it was sensible to agree that the inspection was not less than five (5) minutes as alleged and asserted in his Witness Statement.
83. The Defendants underscored the legal principle that the burden of proof lies with the Plaintiff in civil cases. They argued that the Plaintiff has failed to meet this burden, particularly regarding the alleged breach of the Insurance Policy. The Defendants cited case law to support their position that without sufficient evidence of loss, the claim should fail.
84. The Defendants conclude that the Plaintiff has not met the burden of proof required to establish that further damage occurred due to Eta. They argued that the Plaintiff's case is unmeritorious and should be dismissed in its entirety, with costs awarded to the Defendants. The Defendants submitted that the evidence presented does not support the Plaintiff's allegations, and therefore, the claim should be struck out.

THE EVIDENCE

85. It was agreed between the Parties that there was no dispute as to the fact of Eta striking Grand Bahama during the 6th-8th November 2020. However, the Defendants Counsel disputed the evidence of the Plaintiff that Eta was a Hurricane and stated that Eta was in fact a Tropical Storm. Whether it was a hurricane or tropical storm it was a storm of over which neither party had control.
86. The Witness Statement of Clintwood Rolle Sr. was tendered into evidence and stands as the examination-in-chief, along with six (6) accompanying exhibits (with appropriate marking and designations) identified and individually referred to in the Witness Statement of the Plaintiff.
87. On the day of trial, Counsel for the Plaintiff indicated to the Court that he would like to expand on the Witness Statement of Clintwood Rolle Sr., specifically Paragraphs 6 and 11. This was strenuously objected to by Counsel for the Defendants. On reflection, the Court did not allow any expansion of the Witness Statement. The witness then read his Witness

Statement into evidence and attached the exhibits. The exhibits referred to in the Witness Statement of Clinton Rolle Sr. (the Plaintiff) are as follows:

- a. Tab 5 – That’s Maintenance Quote dated 14th December 2020;
 - b. Tab 10 – Home Insurance Policy issued by Insurance Management (Bahamas) Limited;
 - c. Tab 7 – Correspondence dated 15th February 2021 from Samuel Rahming Law Chambers to Melanie Thompson Asst. Manager, Claims;
 - d. Tab 8 - Letter dated 30th March 2021 from Melanie Thompson (Without Prejudice);
 - e. Tab 15 - Attached photographs in support of Claim; and
 - f. Tab 16 - Internet research for the replacement value of contents allegedly damaged.
88. There was no objection by Counsel for the 1st and 2nd Defendants relative to the tendering in evidence of the above-mentioned exhibits.
89. Additionally, the Witness Statement of Amado Stubbs was also tendered into evidence and stands as the examination-in-chief with the exhibits attached.
90. The exhibits referred to in the Witness Statement of Amado Stubbs are as follows:
- a. Tab 1 – Schedule of Insurance Policy HONEW – 197303 (Marked “A.S.1”);
 - b. Tab 2 – Tropical storm/Hurricane Isaias – Claim Form (Marked “A.S.2”);
 - c. Tab 3 - Insurance Management (Bahamas) Limited Property Inspection Report dated 5th October 2020 (Marked Exhibit "AS-3");
 - d. Tab 4 - Insurance Management (Bahamas) Limited Property Claim Form dated 16th November 2020 (Marked Exhibit "AS-4"); and
 - e. Tab 5 - Insurance Management (Bahamas) Limited Property Inspection Report dated 4th December 2020 (Marked Exhibit "AS-5").
91. Counsel for the 1st and 2nd Defendants agreed to waive to waive re-examination of their Witness at trial. The Witness Statements stood as presented except where they disagree.
92. The Insurance Policy HONEW-197303 issued by Insurance Management (Bahamas) Limited was tendered into evidence by the agreement of both Parties, as one of the relevant documents for the purposes of the Trial.

93. The Insurance Policy is included at Tab. 1 of the Plaintiff's 'Bundle of Documents' and also at Tab 1 of the 1st and 2nd Defendants Bundle of Documents. Both the Insurance Policy (Tab 1) and the Home Insurance Policy (Tab 9) were tendered into evidence during the cross-examination of the Plaintiff by Counsel for the Defendants. The Home Insurance Policy at Tab 9 of the Plaintiff's 'Bundle of Documents' was also tendered into evidence by agreement of the Parties.
94. Counsel for the Plaintiff in support of his claim refers to the specific sections in the Insurance Policy, which states as follows at Section 1 and Section 2

"Risk Description:

Section 1 Building(s)

Description: (Item:1) Building(s): of the home as defined in the policy located #73 Pine Forest Estate, Holmes Rock, Grand Bahama at Holmes Rock, Grand Bahama, Freeport, Grand Bahama, Bahamas – constructed of Reinforced Concrete Block Walls with Shingles roof.

Occupancy Private Dwelling House

Sum Insured \$125,000

Section 2 Contents

Description: (Item: 2) Contents: of the Home as defined in the policy #73 Pine Forest Estate, Holmes Rock, Grand Bahama at Holmes Rock, Holmes Rock, Grand Bahama, Bahamas – in building constructed of reinforced concrete block walls with shingles roof.

Occupancy Private dwelling House

Sums Insured \$60,000.00

TOTAL SUM INSURED \$185,000.00"

95. The Plaintiff referred to portions of the document in support of its claim. The Plaintiff relies on the section in the document which defines the word 'Content are defined as', 'High Risk items are defined as' and the section entitled 'Notification of a Claim' in the Home Insurance Policy.

“Content are defined as

1. Household goods (including High Risk Items as defined below subject to specific limits) and personal possessions which:

- a) belong to the insured; or***
- b) belong to domestic employees of the insured (not exceeding 15% of the sum insured under this Section); or***
- c) are the legal responsibility of the insured.***

2. Satellite television systems including internal and external equipment belonging to the insured or for which they are responsible.

Unless otherwise stated on the Schedule, if the Home comprises more than one private dwelling unit, the insurance by Section 2 applies only in respect of that self-contained portion or portions of the home solely occupied by the Insured.”

“High Risk items are defined as

“Televisions, personal computers, audio and video equipment, jewelery, watches, clocks, articles of precious metals, pictures, works of art, curios, collections and photographic equipment. The Sum Insured in respect of Contents includes these items subject to the limits mentioned in the High Risk that are Excluded.”

6. (a) “Notification of a Claim

If loss or damage occurs which may result in a claim under this Policy the insured must advise the insurers as soon as possible.

.....

(e) The Insured must provide the Insurers, at their own expense, with all the details and

evidence that the insurers shall reasonably ask for concerning the cause and amount of any damage or injury.”

96. Counsel for the 1st and 2nd Defendants adduced and tendered other evidence at the trial which included the following:
 - a. Tab 4 – Release and Discharge under Policy HONEW -197303 arising from Isaias;
 - b. Tab 5 – Property Claim Form dated 16th November 2020; and
 - c. Tab 11 – Estimate by ‘Stoneage Masonary Contractor’ undated.
97. There was no objection made by Counsel for the Plaintiff to the other evidence adduced and tendered into evidence by Counsel for the 1st and 2nd Defendants in support of its Defence to the claim.

ANALYSIS OF THE EVIDENCE

98. The parties concurred that two storms, namely Isaias and Eta, impacted Grand Bahama during the relevant period. While the classification of these storms as either hurricanes or tropical storms was raised during the proceedings, there was no contention regarding their occurrence or their impact on Grand Bahama. Accordingly, the Court determines that there is no issue before it requiring a determination as to the precise nature or classification of the storms.
99. The Court finds that the terms and obligations under the policy of insurance expressly cover the types of damages sustained by the Plaintiff's property. This finding by the Court is based on the fact that it was agreed by the Defendants that the Schedule of Policy HONE W-197303 and the Home Insurance Policy were both operable in the months of August and November 2020 additionally, the Defendants further agreement that there was no dispute as to what was included as “high risk items” under the Home Policy
100. The Defendants acknowledged that the payment for repair costs related to damage to the Insured's Property was governed by the terms and conditions of Insurance Policy No. HONEW-197303. The Defendants relied on the full terms of the policy throughout the proceedings. The Defendants didn't dispute that the payment of claims, or reasonable claims, was contingent upon the Plaintiff fulfilling the obligations outlined in the policy.
101. Furthermore, the Defendants didn't contest that it was an implied term of the policy that all reasonable claims made by the Plaintiff would be

processed, honoured, and paid in a reasonable and timely manner. They also agreed that it was an implied term of the policy that the Defendants would act in good faith in conducting any investigations, assessments, and evaluations necessary for the claims, and that claims would not be unreasonably denied.

102. In the circumstances, the Court finds that there was a valid and subsisting Insurance Policy in place on the weekend of 6th-8th November 2020 to cover any potential damage to the building or contents during the requisite period of the claim. This policy covered the Plaintiff's property and contents at No. 73, Pine Forest Estate Subdivision, Holmes Rock, Grand Bahama, against various perils including hurricanes and tropical storms, for the period from 13th May 2020 to 12th May 2021. The Home Insurance Policy outlines at Tab 9 the following:

The insurers provide insurance against loss destruction damage, injury or liability (as described in this policy and subject to its terms exceptions limits and conditions) occurring during any period of insurance for which the insured pays the premiums and the insurers accept the same

103. The Plaintiff alleges that after several discussions, negotiations and a review by Insurance Management (Bahamas) Limited a settlement was arrived at in the amount of \$15,195.00 and indicated that the settlement took over six (6) weeks to be completed.
104. In paragraph 20 of the Plaintiff's Closing Submission, the Plaintiff alleges a delay in the processing and settlement of the claim. Specifically, the Plaintiff contends that the Defendants delayed in processing and settling the claim related to the damages caused by Isaias in August 2020. It was submitted by the Plaintiff that this delay was corroborated by the Defendants witness, who conceded that the claim was submitted on 15th September 2020 and was not settled until 6th November 2020. However, the Defendants have asserted that it was the Plaintiff that had initially delayed the reporting of the Isaias claim.
105. The Plaintiff's case is that he acted promptly in submitting the claims and took reasonable steps to secure the property following Isaias, such as covering the roof with a waterproof tarp. The delay in the issuance of the settlement cheque and the subsequent damage caused by Eta were circumstances beyond the Plaintiff's control.
106. The Defendants evidence as presented demonstrates that the Plaintiff did not take sufficient and timely measures to mitigate any potential damage following Isaias. Although the Plaintiff did place a tarp over the roof, this

action was inadequate given what he alleges was the severity of the initial damage.

107. The Court finds that the evidence indicates that the Plaintiff did not act with sufficient promptness or diligence in mitigating the damages following Isaias. In fact, the evidence reveals that the Plaintiff took six (6) weeks to report the initial damage. The question is whether six (6) weeks to report the damage is a reasonable time to take in the instance of this case. The evidence presented with reference to a specific time being stipulated in the policy for the reporting of a claim at Page 23 of the 1st and 2nd Defendants Bundle of Documents stated as follows:

“a If loss or damage occurs which may result in a claim under this Damages policy the insured must advise insurers as soon as possible.”

108. The Court notes that the first storm occurred on 1st August 2020, with the initial claim being reported on or about 14th or 15th September 2020. There is no dispute regarding the reported timing of this initial claim. On 21st September 2020, an estimate for the damage was promptly provided to the insurers. Within three (3) weeks, Insurance Management (Bahamas) Limited conducted two (2) inspections, and a settlement offer was made on 13th October 2020.
109. Although there was a lapse of twenty-four (24) days between the offer made on 13th October and the payment on 6th November 2020, the evidence presented at trial indicates that negotiations occurred after the offer was made. However, it is unclear whether these negotiations accounted for the entire period of delay, as no further explanation was provided by either party.
110. The Court finds that a delay of six (6) weeks in reporting a claim for severe damage, as alleged by the Plaintiff, to the insurers is unreasonable under the circumstances. The Plaintiff's delay in reporting the claim and the damage placed him in a position where he was unable to negotiate the settlement of the cheque in a timely manner or to repair the roof before Eta struck Grand Bahama. These circumstances materially contributed to the extent of any additional damage that may have been sustained to the Insured Premises. The Plaintiff has not provided sufficient evidence to prove that the delay in processing the initial claim directly caused the additional damage.
111. In addition, the evidence of Mr. Stubbs when questioned on the reasonableness of the Plaintiff affecting renovations and repairs on the evening of the 6th November 2021, he replied “no”. By this response the Defendants agrees that the Plaintiff had insufficient time to effect repair to the roof. However, the Defendants submit that conducting repairs was of

no instance as there was minimal damage to the roof from Isaias and that the entirety of the roof was secured from leaks by the waterproof blue tarp.

112. The testimony of the Plaintiff in reporting the damage of the second storm to Insurance Management (Bahamas) Limited was **“I notified them almost a few days..... Maybe I filled out the form maybe in 5 days or so but I made a call to them.”** after Eta. The Plaintiff notified Insurance Management (Bahamas) Limited of the alleged additional damage.
113. The evidence is also that the Plaintiff did not attend Insurance Management (Bahamas) Limited premises to fill out the Claim Form until the 16th November 2020 (some eight (8) to ten (10) days after Eta) to make a formal report and that subsequently an inspection was conducted approximately eighteen (18) days later on the 4th December 2020 by Insurance Management (Bahamas) Limited Claims Adjuster, Amado Stubbs.
114. On examining these facts, it appears that each party, give or take a few days, responded to each other within approximately two (2) weeks. The Court has determined that the Plaintiff’s reporting time in this instance was reasonable in comparison to the six (6) weeks reporting time to Insurance Management (Bahamas) Limited in the first storm, by the Plaintiff.
115. Upon considering the entirety of the evidence, the Court is persuaded by the Defendants argument that the initial delay of six (6) weeks in reporting the claim was the primary cause of the subsequent delay in the settlement process.
116. The Court determined that the Plaintiff’s delay in reporting the claim and in negotiating the settlement cheque did not enable the commencement of necessary repairs prior to the arrival of Eta and significantly contributed to any additional damage sustained to the insured premises, if any. The Plaintiff’s failure to take adequate steps to mitigate the damage exacerbated the extent of the losses caused by Eta. Accordingly, the Court finds that the responsibility for the delay and the consequential additional damage rests with the Plaintiff.
117. Under cross-examination, Mr. Rolle, the Plaintiff, was asked by Counsel, what was meant by the words ‘Insured Premises’ in Paragraph 8 of the Witness Statement. The Plaintiff responded and stated in evidence that when he used the words “Insured Premises”, he said **“I meant by putting the blue tarp on the roof and protecting the water from coming in”**.
118. On cross-examination the Plaintiff also acknowledged that he initially placed the blue tarp on the roof of the Insured Premises prior to Isaias for protection against Isaias. He explained that he used the same tarp for protection during Eta. In the words of the Plaintiff (extract from Judges Notes and

recording) in cross-examination he stated, **“It had the protection already from the first hurricane”**.

119. Based on my Judges Notes and recording of the evidence of the Plaintiff, this admission contradicted his testimony in Paragraph 8 of his Witness Statement, where he claimed to have taken reasonable measures to secure the roof on the weekend of the 6th-8th November 2020. When in reality, he took no further steps to secure the Insured Premises to prevent or mitigate further damage as asserted in Paragraph 8 of the Witness Statement. The Plaintiff confirms at Paragraph 9 of his Witness Statement that-

“Save for me taking reasonable and adequate steps to secure the Insured Premises against further damages, by amongst other things, placing a blue waterproof tarp over the entirety of the roof of the Insured Premises, it was an impossibility for me to negotiate the check that was issued to me on the afternoon of the 6th November 2020, procure the necessary materials and supplies and commence and complete the repair of the damaged roof on the weekend of the 6th November, 2020.”

120. The Court finds that the Plaintiff was therefore in breach of its duty under the Insurance Policy and failed to take reasonable steps or any reasonable steps at all to secure his premises as required pursuant to the Insurance Policy. The relevant section of the policy reads as follows:

“Hurricane Protection

It is the duty of the insured to take all practical steps to protect the home from Hurricane damage (if insured) (Emphasis mine) including the proper use of hurricane shutters (where fitted) and other appropriate measures if Hurricane shutters are not fitted.

121. The Plaintiff admitted under oath that no repairs had been made to the roof after Isaias, except that the roof had been covered and secured. The Plaintiff testified that he suffered extreme roof damage during the hurricane. At Tab 3 of the Property Inspection Report issued by the Adjuster, Mr. Stubbs, for Insurance Management (Bahamas) Limited, it indicated under the heading "Details of Loss or Damage" that the loss or damage to the roof was recorded as 10 percent. The Report states as follows:

“Cause of Loss: Tropical Storm Isaias

Details of Loss or Damage

Wind damages to shingles (10%) and water damage to ceiling in various areas of the home."

122. Four (4) photographs of the roof, located at Page 2 of the Property Inspection Report, time stamped (1) 10/05/20 13:11, (2) 10/05/20 13:12, (3) 10/05/20 13:13 and (4) 10/05/20 13:14 (2 and 4 are the same photographs at different angles) and another photograph on the bottom left-hand side of Page 3 the Property Inspection Report, time stamped, (5) 10/05/20 13:14 (4 and 5 are the same photograph, and 5 is a closer view of the ridge) were presented to the Court.
123. Under cross-examination, the Plaintiff acknowledged that these five (5) photographs depicted the entirety of his roof and affirmed, "**it is my roof.**"
124. Counsel then asked the Plaintiff whether he agreed that the photographs did not show extensive damage. The Plaintiff reluctantly responded, "**everywhere where shingles are missing, especially around the caps**". When asked to point out the missing shingles in the first photograph, the Plaintiff stated that the missing shingles could not be seen. Counsel further questioned if, taken as a whole, only a few shingles were missing from the ridge of the roof. The Plaintiff replied, "**You say a few, I say more than a few**", referring to the ridge in the second photograph pointed out by Counsel for the Defendants.
125. The Plaintiff was also asked by Counsel for the Defendants if he would accept that less than 50 percent of the shingles were missing from his ridge. He testified that he could accept that less than 50 per cent of the shingles were missing from the ridge.
126. Upon considering the Plaintiff's evidence under cross-examination, under oath, particularly in reference to the five (5) photographs exhibited, the Court finds that the evidence supports the Defendant's position that the roof damage was not extensive damage. The Plaintiff's statement that "**more than a few**" shingles were missing was in fact a correct assessment. Upon examination of the evidence before the Court, not many shingles were missing from the roof when considering the photographs in question.
127. The Court further finds that the evidence of the Plaintiff conceding under cross-examination that less than 50 percent of the shingles were missing from the ridge contradicts the Plaintiff's assertion in the Claim he presented on 14th September 2020, that his roof suffered extensive damage during Hurricane Isaias of more than 80 percent to his private dwelling at Tab 6 of the Plaintiff's Bundle of Documents and also stands in direct conflict with

his earlier testimony, wherein he stated that the damage was less than 50 percent.

128. He also testified that he was insulted by the Adjuster when the Adjuster had explained to him that he had less than 10 percent roof damage. This assertion was contradicted by the Plaintiff during cross-examination
129. In the Defendants evidence, located at Tab 2 of their 'Bundle of Documents', the Claim Form dated 15th September 2020 submitted by the Plaintiff himself to Insurance Management (Bahamas) Limited, under the heading 'Brief Details of Damage' states:

“shingles off roof, water came through ceiling and damage in kitchen and bedroom walls.”

130. This evidence also supports the Defendants position that the damage to the roof was not extensive, as the details of damage as stated in the Claim Form had no particulars detailed to suggest evidence of extensive damage by water intrusion into the Insured Premises, by the Plaintiff.
131. The Court additionally finds that the quote attached to the Claim Form, which includes the scope of works listed by Stonage Masonary Contractor amounting to \$22,500.00 at Tab 11, does not correspond with the damage illustrated and clearly shown in the five (5) photographs. The quote details for repairs states as follows:

“Strip Roof (Remove damaged plywood, rafters)

Repair roof (replace plywood, black, and shingle)

Remove all ceiling rock sheet

Plaster and paint ceiling

Remove and replace aircondition Ducts

Remove and replace all electrical wiring and fixtures in two bedrooms and the kitchen

Cleaning and discarding of all debris”

132. The Plaintiff further testified that a Release and Discharge for \$16,000.00, located at Tab 4, was provided to the Defendants as full and final settlement of all claims under the policy arising from Isaias for damage caused to his dwelling at No. 73 Pine Forest Estate, Holmes Rock, Grand Bahama. He further testified that the settlement cheque covered missing shingles, the ceiling, walls, and electrical receptacles.

133. The Plaintiff admits that he did not have the opportunity to do repairs to the roof before the second storm hit Grand Bahama. In Paragraph 10 of the Plaintiff's Witness Statement, he asserts that he suffered further and/or additional damages in the second storm, Eta. In the Plaintiff's Bundle of Documents at Tab 5, is a letter the Plaintiff wrote on 15th December 2020 to Mrs. Thompson. I refer to this letter which indicates that this is an estimate for the additional damage not covered in the last settlement cheque for Isaias.

134. However, in Tab 4 of the Plaintiff's Bundle of Documents there is a quote for Interior Building Repairs dated 14th December 2020 from 'That's Maintenance' outlining the job description for the necessary repairs. The letter states the total cost for labour and materials required for the job at \$14,950.00 for the damage caused by Eta. The details stated as follows:

- a) ***"Replace electrical receptacles and fixtures***
- b) ***Replace damaged sheetrock in the interior walls of the home***
- c) ***Replace chair railings, base boards and trims in the hallway and repaired areas***
- d) ***Texturizing of the walls and the painting of all repaired areas "***

135. The Court finds that there is an overlap of required work. The overlap appears in the claim made by the Plaintiff in his letter dated 15th December 2020 referencing the Interior walls and the Plaintiff's claim in the Settlement of Isaias, where he gives testimony that the settlement cheque included the repairs of walls, even though he does not specifically state interior walls of the home.

136. In the Plaintiff's Bundle of Documents at Tab 5, the Plaintiff wrote to Mrs. Thompson on the 15th of December 2020 indicating that the estimate was to cover additional damages that were not covered in the last settlement. He further said in the letter that it basically covered the interior walls. This evidence also illustrates an overlap in the claims.

137. The letter states:

"Dear Mrs. Thompson,

This is an estimate to cover additional damages that were not covered in the last settlement. This basically covers the interior walls..... "

138. When Eta came along, the Plaintiff also testified that the tarp covered the entirety of the roof of the ensured premises. The Court finds that it would have been difficult for water to leak through the roof, as the entirety of the roof was covered by the blue waterproof tarp.
139. At paragraph 9 of the Plaintiff's Witness Statement, he says that he received the settlement cheque for the claim that he submitted for the initial damages caused and occasioned to the Insured Premises by Isaias on the afternoon of the 6th November 2020
140. He further states that:

"It was an impossibility for him to negotiate the check that was issued to him on the afternoon of the 6th of November 2020, to procure the necessary materials and supplies and commence and complete the repairs of the damaged roof on the weekend of the 6th November 2020."

141. It is undisputed that Eta impacted Grand Bahama on the same day he received the cheque from Insurance Management (Bahamas) Limited. At Paragraph 10 of the Plaintiff's Witness Statement, we are told that the Plaintiff submitted a claim for further and additional damages to the Insured Premises and its contents caused by the said Eta. In this regard, further and or additional damages were valued at \$14,940.00.
142. The Plaintiff also submitted a detailed schedule itemizing the contents of the Insured Premises that he says were destroyed by the storm. These items included electronics, appliances, power tools and furniture together with the corresponding replacement costs which totaled \$41,381.00 claiming damage and replacement cost totaling \$56,334.00. The damage being itemized in Paragraph 10 of the Plaintiff's Witness Statement.
143. Under cross-examination the Plaintiff was asked if it was true that he suffered further and additional damage from Eta and he said, "**it's true**". The Defendants rejected his claim for any additional damage to property or contents.
144. The Plaintiff's evidence is that he suffered extensive damage due to this heavy downpour of rain and asserts at Paragraph 3 and 4 of his letter dated 11th January 2021 that this caused the damage to the contents of his home. It was put to Mr. Rolle that it was impossible for the interior to be damaged when his evidence was that he covered the entirety of the roof with a waterproof tarp. The Plaintiff responded, "**Well the wind blew the tarp off and the water came in**". This evidence was being introduced for the first time and was not in any pleadings or the Witness Statement. Counsel for

the Plaintiff rose on his client's behalf and confirmed that it was not a part of the Plaintiff's case. Therefore, the credibility of this new evidence was considered extremely doubtful.

145. The Court finds that it was clear from the evidence in Paragraph 3 of the said letter dated 11th January 2021 that the Plaintiff knew in advance that Eta was going to impact Grand Bahama. In fact, he stated "upon receiving the claim check on Friday afternoon there was a heavy down pour of rain and the weather forecast had predicted it would rain all weekend" and the Plaintiff was also aware that he did not, as he says "commence and complete the repairs of the damaged roof on the weekend of the 6th November 2020." to the Insured Premises, at that time.
146. He would have also been mindful that the weather forecast would have predicted rainfall all weekend. In these circumstances, based on the present state of his roof, where he had explained that he was not in a position to do any repairs and this fact being supported by the Plaintiff's evidence where he alleges in his letter that this was because "**..contractors would not start work in that type of weather**". At that time, the Plaintiff would have known what steps or additional steps he may have needed to take based on these circumstances to ensure that his property or contents were not subjected to the down pour of rainfall all weekend and therefore further damage or lost being caused to his property or contents.
147. The Court finds that in the circumstances, the Plaintiff being armed with this knowledge failed to take reasonable steps or any steps to secure, store or cover items or contents residing in the Insured Premises from water intrusion, if any, to prevent further water damage to valuables during hurricane season. Especially, where he had alleged that the damage to the roof was extensive, in the first storm, and further having tendered evidence by letter dated 11th January 2021 explaining the reason he suffered more extensive damage to the contents of his property was because of the heavy downpour of rainfall through the roof of the Insured Premises at Tab 6 of the Plaintiff's Bundle of Documents.
148. In the same letter dated 11th January 2021, authored by the Plaintiff and addressed to Insurance Management (Bahamas) Limited, the Plaintiff, in the first paragraph, conveyed his frustration with the handling of his claims. The Plaintiff also stated that he felt insulted by the claims Adjuster's explanation that his roof had sustained less than 10 per cent damage during Isaias.
149. The letter further alleges that during this period he had taken all necessary precautions to safeguard his property from rain but because of several inspections he had to remove the tarp on each occasion. As a result of this more damage was done to his roof.

150. By his own admission the Plaintiff gives contradictory evidence when in his earlier evidence he says that he placed a blue waterproof tarp over the entirety of his roof. However, he gives no explanation in his Witness Statement which clarifies why he says more damage was done, or how more damage was done to the roof after he covered the entirety of the roof.
151. The Plaintiff has acknowledged that several inspections were carried out by Insurance Management (Bahamas) Limited, and he gives testimony at the trial that he had to remove the tarp on each occasion of an inspection done by Insurance Management (Bahamas) Limited. However, this evidence contradicts his Witness Statement and also has not been mentioned at all in Statement of Claim.
152. The Court finds that there have been several inconsistencies in the Plaintiff's evidence during cross-examination, rendering his testimony weak and lacking in credibility.
153. The Defendants aver that all claims received must be investigated by the Defendants and/or the Defendants agents and that such investigations were conducted, and the Isaias claim paid within a reasonable time.
154. The Plaintiff's testimony during the trial, specifically his statement that he had to remove the tarp on each occasion for inspections conducted by Insurance Management (Bahamas) Limited, implies that there were certainly multiple inspections. The use of the phrase "**each occasion**" further suggests the possibility of more than one such instance.
155. It was alleged by the Plaintiff that the brief inspection conducted by the Defendants Adjusters was insufficient to accurately assess the damage. and that the Defendants denial of the additional claim, without a thorough inspection and reasonable justification, constitutes a breach of the Insurance Policy.
156. In the Witness Statement of the Plaintiff the evidence read as follows:

"..the Defendants' adjusters finally attended at the Insured Premises on the 4th December 2020 where the adjusted spent less than 5 minutes to complete the inspection of the further and additional damages to the Insured Premises and its contents."

157. This evidence was inconsistent with the Plaintiff's testimony given during cross-examination, wherein the Plaintiff acknowledged that several inspections were conducted by the insurers and that he had to remove the tarp on each occasion when an inspection was carried out by the insurers.

The Court finds that the allegation of a five-minute inspection lacks credibility and is not substantiated by the evidence.

158. In the Defendants closing submissions it was contended that the Defendants evidence, which was led by Mr. Stubbs was that on 4th December 2020, he attended at the Plaintiff's residence to inspect the damage and loss alleged by the Plaintiff to have been sustained after the passage of Eta. His evidence was that there were,

“No obvious signs of water damage to contents or new damage to building from previous claim. No repairs to interior had been completed, and external roof looks basically the same.”

159. Mr. Stubbs further testified in part,

“Um, in this situation uh, I had a preview of previous claim with this scene so I would've had knowledge, first-hand knowledge, prior knowledge of what to expect, in looking at, it wouldn't be the first time I'm looking at this property. However, so when I go in there I'm expecting to see above and beyond what I saw the first time. The first claim was submitted with damages and what he was alleging was damaged I would've already had a picture to expect, what to expect when I go there. Which like I say should be above and beyond the original one that nothing was damaged. When I arrived there the tarp was still in place, I had no reason to go on top of the roof because the tarp was still in place. I go into the building, and I investigate from top to bottom. Because the rain starts from the top and the damages would enter from the top and come to the bottom, there were NO additional obvious extra damages that he could've showed me because we went through all of the rooms and, that's with the building and I also gave him the opportunity to show me all of the contents that he alleged were damaged as he pointed I took photos. He said the furniture, I went into the room and took the photos of the furniture. I went into the front room and took the photos of the picture and there where, in his

front room had a lot of clutter, like the first time, um nothing much has changed. It was clutter that was there the first time, clutter was there the second time. Um, we went to the various areas and like I said I, I saw the same, basically the same damages. I therefore, like I say took the photos, I allow him to walk me through and point out what's damaged and I took photos of them for my records.... [Emphasis supplied by the Defendants]

160. In providing further evidence as to why he did not proceed to have the electronics tested after receiving the more exhaustive list from the Plaintiff on 15th December 2020, eleven (11) days subsequent to the inspection, the witness explained that, in his capacity as the Adjuster inspecting the property, he deemed such testing unnecessary. He testified that this decision was based on the absence of any apparent evidence of the extensive damage and water intrusion that would be required to substantiate the type of claim advanced by the Plaintiff.

161. He testified,

“Amado Stubbs: Damage, the extra damage that would allow that extent of water for 80 percent of damage to a person's furnishing throughout the house. We would expect entry points there that were to be obvious damage to the entry point of water coming in. It, couldn't hide. Ill give you just a small example. That's a water damage right there [points to his right to the ceiling of the courtroom]. The extent of that if I come and inspect that today and there was no obvious, when you come back and say this destroyed that should be bigger and more extensive.

Samuel Rahming: So I understand that thank you. You didn't attempt to manipulate, operate or otherwise determine if any of the electronics alleged to have been damaged, alleged by the plaintiff to have been damaged, you did not attempt to manipulate any of them for the purposes of determining if they were functioning or not.

Amado Stubbs: No, that list was given to me, the extensive list was given to me afterwards, after the inspection.

Samuel Rahming: Well, you had a prior list before the inspection was conducted, the claim that was filed when he specifically identified, um classification of items that were damaged, and I think I referred to that document, if you need a refresher its in the 1st and 2nd Defendants Bundle of documents at Tab 5.

-

Samuel Rahming: Yes, its just a general list, bedroom set, mattress, clothing, shoes, electronics, power tools and book collection. So, you have advanced notice that those were the items he alleged as being destroyed or damaged prior to your attendance.

Amado Stubbs; Yes I did, and I looked at the furnishings, took photos of the furnishing, took photos, I didn't go into details with the electronics because we didn't know the extent, we just know he mentioned electronics not the extent. Looked at the clothing shoes and the book collection and there was no obvious damage.

Samuel Rahming No obvious damage

Amado Stubbs: Yeah don't have to test, it wasn't necessary for the testing

Samuel Rahming: Any independent enquiry to confirm the value? So, on what basis did you arrive at conclusion the Claimant's claim was contrived or exaggerated? How can that be?

Amado Stubbs: His claim was denied, and he was giving a reason."

162. Although Counsel for the Plaintiff put it to Mr. Stubbs that no further information was requested by the Insurance Company and the Insurance Company did not conduct an inquiry or investigation into to the value of the contents alleged to have been damaged or destroyed. The claim could not

be perceived to be contrived or exaggerated. The witness response was **“From my inspection, the evidence from my inspection, water damage, there were no signs.”**

163. The Court finds the evidence of Mr. Stubbs to be credible and reliable. In his testimony, Mr. Stubbs provided a detailed account of his inspection of the Plaintiff's property. This account, as set out in Paragraphs 15 and 16 of his Witness Statement, was consistent with his testimony under cross-examination. The Plaintiff's Counsel did not challenge or refute this evidence. The Court can discern no reason, nor has any been advanced, to question Mr. Stubbs' veracity or the accuracy of his testimony. When the evidence of Mr. Stubbs is weighed against that of the Plaintiff, it is abundantly clear that Mr. Stubbs' account should be accepted as factual and correct.
164. The Court finds that a proper and reasonable examination and investigation of the further damage to both the structure and contents of the Insured Premises was conducted by Insurance Management (Bahamas) Limited and there was no evidence of water damage visible.
165. It is the contention of both parties that the other failed to take adequate steps to verify the damage or loss claimed. However, the Court notes that the Plaintiff, in his own evidence, admitted that he did not undertake any measures to verify his alleged loss or damage at the material time. Furthermore, the Plaintiff has not provided any such evidence of verification up to the date of trial, which is now approximately three and a half years since Eta. The Insurance Policy stipulated the following:

“ The insured must provide the insurers at their own expense with all the details and evidence that the Insurers shall reasonably ask for concerning the cause and amount of any damage or injury”.

166. It is insufficient for the Plaintiff to assert that he was not instructed by Insurance Management (Bahamas) Limited to present the items for inspection and evaluation, and thereby seek to be relieved of the obligation to discharge the burden of proof.
167. Counsel for the Plaintiff rose and said:

“if I could be of some assistance to my learned friend, I think the point that he is trying to establish is what the photos actually demonstrate and are not capable of demonstrating. At this particular I'm prepared

to concede that the photographs, although it shows the items in question, it does not and cannot confirm one way or the other whether it's functioning or non-functioning with respect to the electric, the electrical, computer, audio items and tools. So, if that is the point that Counsel is delivering, I stand to accept that proposition in hope that we could move on from that"

168. Counsel clarified his statement by limiting it to electronics (inclusive of visual audio computer, all electronic devices and equipment).
169. The Plaintiff also conceded that the photographs of the painting and the furniture also showed no damage. The Court is persuaded by the evidence that the Plaintiff has not discharged the burden of proof and has adduced no evidence to support his claim.
170. Under cross-examination the Plaintiff admitted that he expressed dissatisfaction with the amount he received from Insurance Management (Bahamas) Limited for his initial claim. In his testimony, he said **"I did think I should have been paid more"**. Counsel for the Defendants then asked the question, **" Because you wanted to have more repairs done to your home"**. The Plaintiff responded **"Yes, Yes, Yes sir. Your right. Yeah."**
171. He also tendered evidence that he was insulted by the Adjuster when the Adjuster had explained to him that he had less than 10 percent roof damage. They offered what he thought was an absolutely insulting offer of \$5,000.00 and negotiated after a review and discussion a settlement in the amount of \$15,195.00.
172. The Court finds that in the course of cross examination, the Plaintiff conceded that he harbored the belief that he ought to have received a greater sum under the Insurance Policy. This admission casts doubt upon the Plaintiff's motive, rendering it questionable. Furthermore, this Court observes with concern the Plaintiff's contradictory testimony, wherein he acknowledged that he had removed the tarp from the roof on each occasion that an inspection was conducted by Insurance Management (Bahamas) Limited. This inconsistency further undermines the credibility of the Plaintiff's position in the matter before the Court.
173. The Plaintiff petitioned for a review of the second claim, suggesting that he was prepared to produce all the items allegedly damaged, so that a thorough inspection might be conducted by Insurance Management (Bahamas) Limited. In support of his claim, the Plaintiff provided a list of items at Tab 10 of the Plaintiff's Bundle of Documents, asserting that these

items constitute the contents purportedly damaged by water. To further substantiate his claim, the Plaintiff exhibited photographs at Tab 15 of the Plaintiff's Bundle of Documents, intended to demonstrate and prove the extent of the damage to the contents of his dwelling. Additionally, the Plaintiff has submitted estimates at Tab 16 of the Plaintiff's Bundle of Documents, detailing the replacement costs for the damaged items, which were presented to the insurance company. At Paragraph 10 of the Plaintiff's Witness Statement, he sets out the full replacement value of the further damage to the contents of his dwelling.

174. It was a part of the Defendants case that the photographs at Tab 15 were all undated photographs. Therefore, giving no indication as to when the photographs of all the items may have been taken by the Plaintiff. While the Plaintiff gave his testimony, the Plaintiff suggested that his Witness Statement indicated when the photographs had been taken. At Paragraph 14 of the Plaintiff's Witness Statement, it read as follows:

"14. Subsequent to the passage of Tropical Storm Eta I utilized my camera phone to take still photographs of the state and condition of the Insured Premises and the various damaged or destroyed clothing, equipment, furniture, fixtures and electronics. A bundle containing copies of the photographs taken by me is attached to the Claimant's Bundle of Documents at TAB.15."

175. This paragraph speaks broadly and references that the photographs were taken subsequent to the passage of the second storm Eta. The Plaintiff answered in the affirmative under cross-examination that the photographs were exhibited to illustrate damage to the contents of his dwelling.
176. During the course of cross-examination, the Plaintiff was directed to examine the first page of the photographs exhibited at Tab 15, specifically the bottom right of the page. Upon being questioned by Counsel for the Defendant, the Plaintiff conceded that the photograph depicted merely two scanners and did not, in fact, provide any evidence that the scanners were non-functional. The Plaintiff further testified that the photographs were intended to serve as evidence that the tools depicted were wet.
177. Counsel for the Defendants further directed the Plaintiff's attention to several photographs within the Plaintiff's Bundle and questioned him regarding the evidential proof of water damage to various items alleged to have been affected. Counsel for the Defendants maintained the position that the photographs did not substantiate the Plaintiff's assertion that the items had sustained water damage, as a result of Eta.

178. The Defendants contended that the Plaintiff bears the burden of proving that each photograph documented at Tab 15 served as evidence of damage, destruction of equipment, or items being saturated with water. The Defendants assert that the Plaintiff has failed to present sufficient evidence to support these claims and has not met the burden of proof required by law.
179. The Court finds the cases cited by the Defendants **(1) Deyvon Jones v FML Group of Companies Limited [2022] 2 BHS J. No. 117, and (2) Scandia Enterprises Limited v Sun Alliance (Bahamas) Limited and another [2010] 4 BHS J** are relevant and applicable to the facts of the present case.
180. In the case of **Deyvon Jones v FML Group of Companies Limited [2022] 2 BHS J. No. 117,**

Per Crane Scott, JA comments in that case:

“It need hardly be said that these are civil proceedings. It is a basic rule of evidence that whosoever desires any court to give judgment as to any legal right or liability dependent on the existence of facts which he assert, must prove that those facts exist. [See generally sections 82-85 of the Evidence Act, Ch. 65.]”

181. In the case of **Scandia Enterprises Limited v Sun Alliance (Bahamas) Limited and another [2010] 4 BHS J** at Paragraph 83-

Per Evans J. comments in that case:

“it is not enough for the plaintiff to say “I have lost” even if it is complete destruction of the insured property, without firstly, proving that the loss occurred and secondly, quantifying such loss by credible evidence.”

182. Counsel for the Defendants directed the Plaintiff to several photographs to substantiate his point. The Plaintiff was referred to the photographs of the scanners, golf clubs, cell phones, air compressor, dresser, radio, air purifier, Black and Decker tool, speaker, tablet and DVD. Counsel for the Defendants alleged that the photographs did not demonstrate functionality or that the items had been destroyed.
183. The Plaintiff's case was that he alleged that he had been affected by Eta and more damage was caused to the contents of his house by the water coming through the roof

184. However, during cross-examination, the Plaintiff conceded that the photographs did not exhibit any evidence of confirming whether the items were functional or not functional and he testified “**I accept that proposition**”. Counsel for the Plaintiff also rose and also conceded that limited to photographs of the electronics that the photographs were incapable of proving that the items captured were damaged or destroyed.
185. These concessions are of significant concern to the Court, as it undermines the Plaintiff's entire case regarding the alleged damage to his contents, particularly given that these photographs constituted the sole evidence provided to substantiate the claimed damages.
186. This was further supported by evidence in Tab 3 of the Defendants Bundle of Documents in the Property Inspection Report dated 5th October 2020 which revealed that there was little water penetration to the interior ceiling which stated as follows:
- “About three rooms appear directly affected by current storm (kitchen and two bedrooms). Both contractors quoted to change the AC ducts which could not be justified with such little water penetration to interior ceiling”***
187. Further supported by evidence in Tab 6 of the Defendants Bundle of Documents in the Property Inspection Report dated 4th December 2020. The comments in the property inspection report reads as follows:
- “No obvious signs of water damage to the contents or new damage to building from previous claim. No repairs to interior have been completed and external roof looks basically the same”***
188. In the circumstances, the Court finds that the Plaintiff has failed to demonstrate that the specified items were damaged by water or otherwise during the second storm, Eta. Consequently, the Court concludes that the Plaintiff has not proven that additional damage was caused to the contents of his home to the value of \$56,334.00, or any amount at all. Therefore, the Plaintiff's contention that the doctrine of proximate cause be applied in this case is not necessary and in fact has no relevant application in the circumstances, as there is no need of ascertaining which of the successive causes is the cause to which the loss is to be attributed within the intention of the policy.
189. The Defendants conducted appropriate inspections following both the initial and additional claims. The initial inspection revealed the extent of damage caused by Isaias, and the subsequent inspection found no substantial new

damages attributable to Eta. The alleged brief nature of the second inspection does not negate its findings, especially given the lack of new significant damage reported. The Defendants denial of the additional claim was based on reasonable grounds that the damages were either pre-existing or exacerbated by the Plaintiff's failure to promptly address the initial damage.

190. The Plaintiff's testimony also acknowledged that several inspections were carried out by Insurance Management (Bahamas) Limited, and he also gave testimony at the trial that he had to remove the tarp on each occasion of an inspection done by Insurance Management (Bahamas) Limited. The Court notes that again this evidence contradicts the Plaintiff's testimony.

CONCLUSION:

191. Having considered all the evidence and applicable law and the exhibits to the Witness Statements as well as, the oral evidence and submissions for both parties, I find in favour of the Defendants. I did not accept the evidence of the Plaintiff as I did not believe he was telling the truth when observing his demeanor while testifying. Additionally, what he said was not supported by the photographs. The photographs showed no additional damage for which the Plaintiff had already been compensated.
192. I am satisfied that the Defendants were not in breach of the policy terms by refusing to pay a second amount when they had already paid \$16,000.00 evidenced by the Release and Discharge executed by the Plaintiff.
193. The Court has determined that the Defendants conducted a thorough inspection following the Plaintiff's initial claim. The subsequent inspection for the additional claim revealed no significant new damages attributable to Eta that were not pre-existing or due to the Plaintiff's failure to promptly repair the initial damage.
194. The Plaintiff's claim for additional damage caused by Eta is hereby dismissed. The Plaintiff failed to discharge the burden of proof and failed to adduce evidence substantiating any loss and or damage distinct from the first storm. The Defendants are not liable for the sum of Fifty-Six Thousand Three Hundred and Thirty-Four Dollars (\$56,334.00) claimed by the Plaintiff. The Plaintiff shall bear the costs of this action.

DATED the 17th day of October 2024


Honourable J. Demeritte-Francis (Acting)