



Rob McKenna

ATTORNEY GENERAL OF WASHINGTON

P.O. Box 2317 (1019 Pacific Ave-3rd Fl) • Tacoma WA 98401-2317

July 25, 2005

**TACOMA NISSAN SUBARU
GENERAL MANAGER**

**4030 S TACOMA WAY
TACOMA, WA 98409**

10133465

REC-316 12 AM 3:47

Re: [REDACTED]
File #T [REDACTED]

Dear Tacoma Nissan Subaru:

This office has received the enclosed complaint from Sharilee McLane regarding your firm.

May we please have your reply so that we may determine how to proceed in this matter.

We request your response within 14 business days. If you are unable to provide your response during that timeframe, please contact this office to make alternate arrangements; please address it to me and reference our file number TAC -237339.

Allen Unzelman
Complaint Analyst
Consumer Protection Division
(253) 593-2904

Enclosure(s)

cc:
National Highway Traffic Safety Administration
400 7th ST SW
Washington, DC 20590



NAR
8/15/05

Consumer Information

Name: [REDACTED]
 Address: [REDACTED]
 City: Tacoma State: WA Zip: [REDACTED]
 Day Phone: [REDACTED] Evening Phone: [REDACTED]
 E-mail Address: [REDACTED]
 Age Group (optional): 40-49

Yes In order to process your complaint, the Attorney General's Office will send a copy of your complaint to the complained of business. Do you want the Attorney General's Office to send this business a copy of your complaint?

I understand that if I answer No, the Attorney General's Office will not process this complaint. Additionally, if I answer Yes, I understand that my complaint and any related documents I have submitted will become "public records." Under state law, public records are subject to public records disclosure requests. Under some circumstances, my complaint and related documents may therefore be seen by other people.

Business Information

Name of business that I am complaining about: Tacoma Nissan & Subaru
 Address: 4030 South Tacoma Way
 City: Tacoma State: WA Zip: 98409
 Phone: 2534736200 Toll-Free: Fax:
 E-mail:

Name of owner or manager (if known): Bruce Titus
 Names and addresses of any other businesses involved in your complaint:
 Ford Motor Company & United Car Care warranty

Item or service purchased: 2004 Ford Ranger 4 door 4x4

Cost of item or service: 23,450 Did you sign a contract? YES Date of transaction: 4/28/05

Salesperson's name: Christine Heydorn

Was an advertisement involved? Date and source of advertisement: -

About Your Complaint . . .

Have you complained to the business? YES

If YES, to whom (include position)? I called Tacoma Nissan 8/19/05 and spoke with Ernie Shliter 473-8200, acting manager. I talked with Erick Leben from Titus Will Ford 476-4162 and took truck to their dealership. I talked and made a claim to Ford Company in Michigan to their Consumer Affairs Dept.

What response did you receive? The response from Ernie at Tacoma Nissan was that the truck was on the original Ford warranty and that they were responsible for the damage and to take it to the nearest Ford dealer which was Titus Will Ford 3608 Sprague Avenue Tacoma, WA 98409. I had the truck to Titus Will Ford and they said the warranty did not apply because they feel there was abuse done to the transmission of the truck that caused it to malfunction. I received a letter from Waretta Hill from Ford Consumer Affairs saying " We sincerely regret the circumstances. We suggest that you continue working with your insurance carrier. The carrier has the right of file a subrogation claim against Ford Motor Company.

If you have not contacted the business, explain why not:

Have you filed a complaint about this business with the Attorney General's Office before? No

If Yes, list the file number assigned to that complaint:

Have you contacted a private attorney? Yes

If YES, identify the name and address of the attorney: Patrick Manza 4301 South Pine Street, Tacoma, WA 98409

Is there a court or other legal proceeding pending? No

If YES, please explain:

Explain your complaint in detail:

I co-signed for this truck for my son on 4/28/05 on 6/18/05 while coming home he felt a vibration under the truck and looked in rear view mirror and saw sparks fly from under the truck at first thought someone threw a firework/firecracker at the truck, the gas quit working there was no clutch, no warning signals or lights indicating anything was wrong with engine, he coasted to the side of the road and a man across the street yelled to him your car is on fire the man ran into the tavern and retrieved a fire extinguisher and proceeded to put out the fire in the engine of the truck, then the fire department got there and finished putting out the fire, the fire dept responded about a block down the road was another car on fire, when the sparks were flying a 5 inch piece of the clutch plate exploded and flew into a parked car window and set the car on fire. The Tacoma Fire Department retrieved the piece of clutch plate from the burning vehicle and gave to my son, there is also a fire report from that night in the TFD reports it states "First Item Ignited: General materials ie; wire transformer Gen cause of ignition mechanical failure or malfunction Spec cause of ignition: Equipment Failure (mechanical) the hand written report. I retrieved all of the pieces of the exploded clutch plate off of the road early the next morning and talked to the other victim, [REDACTED] he also had found pieces of clutch plate and had given them to me, I took pictures of the pieces and of Mr. [REDACTED] vehicle. My son had this truck 1 1/2 months and drove this truck under 700 miles before this happened, we have the original Ford warranty (but received no paperwork for the original warranty) and purchased an extended warranty when buying the truck. When called the dealership the next morning they said we had to go through Ford Company, but when having Attorney read through the warranty papers the warranty starts when you purchase the warranty, Ford is saying that there was abuse done to the transmission and that their warranty doesn't cover abuse, Ford said that the transmission was slipping due to abuse, I told them that I had drove the truck and the transmission was not slipping Ford said I probably wouldn't notice since it was a new vehicle to me that I did not know how the truck's was transmission was suppose to feel, the cost of repairing the vehicle is 14,115.00. I went down to Tacoma Nissan and spoke face to face with Ernie Schiller and asked about the truck and if they did maintenance on truck before putting it on the lot, he assured me that everything was fine on the truck it past their inspection, I told him what Titus Will Ford had said about the abuse to the transmission and Ernie looked up the history of the truck and said that the first owner didn't fit the profile of someone who would abuse the truck (how he would know is beyond me) he also said that Ford is good at making stuff up and that we would have to go through hoops with Ford but eventually they would take care of it, and he acted very sympathetic towards my situation and said if Ford didn't hold the original warranty that the warranty we had purchase would kick in immediately and said we should probably get a lawyer, when going to the lawyer the contract reads at the time of purchase the Car Care warranty goes in to effect, my lawyer has put in a phone call to the United Car Care Company and is waiting for response, but says he wants to do this without having me have to pay for lawyer costs. We did not have full coverage on the truck we had taken it off 2 weeks prior to the incident, the cost of full coverage was too high for my son at the time after buying the truck he was a little financially strapped, we only had liability and uninsured motorist coverage. We are getting the run around from all of these companies and I feel they are lying to us about who is responsible, they all are passing the buck and I have ran out of options, so I went to an attorney, who read over the warranty because I can't make heads or tails on the wording in contract and reassures me that the warranty and Tacoma Nissan is responsible, but I need help with my rights. This truck was purchased for over \$20,000 dollars with only 8,000 miles on it we purchase the extended warranty, we thought we had more or less bought a new car, this was a very big financial decision for my son and to have this happen is to say the least appalling and a nightmare, I can't believe this has happened and then to get the run around is the last straw, these companies need to do what is right by the consumers, we buy the extended warranties on cars for one important reason we don't know how the person who had vehicle before us has taken care of the vehicle, this warranty was bought the same day as the purchase of the truck the warranty was \$2,100. We thank God that no one got hurt in this incident, that no one was in the parked vehicle at that moment or that the clutch plate did come up through the floor board and hit my son or catch the cab of the truck on fire, but dealerships need to be honest with their consumers and do what is right and somebody has to enforce them to do that, they have to be accountable for their products.

What do you think the business should do to resolve your complaint? (Circle one)
RFD

Explain if you have circled 'Other':

I think they should refund the full cost of the truck and the warranty and repay for truck payments since the day of the incident. My son put down 6,750 on the vehicle 4/28/05 and we financed the 16806.25 then on May 5th I paid off the finance company and put the remaining balance of 16806.25 on my home equity loan because the interest was lower, we are still paying the monthly payments of \$250.00 per month but have no vehicle.

Signature

I declare, under penalty of perjury under the laws of the State of Washington, that the information contained in this complaint is true and accurate, and that any documents attached are true and accurate copies of the originals.

I understand that my complaint and the related documents will become a 'public record' and under state law can be subject to a public records disclosure request and thus be seen by other people.

Signature



Date 7/13/05

Received via the Internet
City and State where signed

E. WHAT IS NOT COVERED (continued)

- c. All any otherwise covered part or system that does not meet manufacturer's specifications, including modifications and/or alterations to the VEHICLE, and including MECHANICAL BREAKDOWN or FAILURE of any component covered part or system that is directly or indirectly related to such part or system that does not meet manufacturer's specifications or has been otherwise modified or altered; by way of example and not of limitation: conversion, heater, altered ignition system, altered engine management system, free flow exhaust system, aftermarket rearview, alarm systems, bumper plates or lift kits, regardless if VEHICLE was purchased with such.
- f. If YOUR VEHICLE is used for racing on or off road, competition or speed course; or towing in excess of 1000 lbs. unless equipped with a factory approved towing kit and auxiliary transmission cooler; and the weight of the trailer does not exceed manufacturer's towing specifications.
- g. If YOUR VEHICLE is used for commercial purposes as listed under Section D.3 and D.4 of this CONTRACT, "COMMERCIAL VEHICLES", or for living, rental, sale, title delivery or snow plowing, regardless if VEHICLE was purchased with such equipment.
1. Of any parts, components or repairs as described as covered by the manufacturer's First Owner Retail Purchase warranty for the time and mileage of such coverage at the time of first retail sale, whether collectible or not:
2. Related to a exchange item when the applicable exchange item in the application section of the ADMINISTRATOR'S copy has not been marked and paid for.
3. Covered by warranty, repair's guarantee, or other service contract, or insurance policy of any type;
4. Where it is determined that for the greater of 1 month or 1,000 miles the estimator has been inoperative, inoperative or altered so that the VEHICLE'S true mileage cannot be verified;
5. That is a direct result of a person's defect while the manufacturer has approved a public recall for the purpose of correcting such a defect;
6. Due to abnormal operation and failure to protect the VEHICLE from further damage once a MECHANICAL BREAKDOWN or FAILURE has occurred;
7. Of a covered part damaged by a non-covered part, or of a non-covered part damaged by a covered part;
8. Caused by lack of required maintenance, misuse, negligence, contamination of coolant, fuel, fluids and lubricants; resulting from engine stops, carbon, pro-lapse, discoloration, varnish, rust, corrosion, abuse, alteration or lack of proper and necessary amounts of coolant, fuel, fluids and lubricants;
9. That occurs prior to this CONTRACT SALE DATE, after this CONTRACT expiration or the claims authorized by ADMINISTRATOR and submitted by YOU for payment more than 30 days after CONTRACT expiration;
10. Damage to property, injury and/or death of any person regardless if the damage or injury was caused by YOUR VEHICLE or its parts;
11. Repair or replacement of a covered component or part in correct condition that may reasonably be expected to have existed prior to YOUR CONTRACT sale date;
12. Due to gradual loss of performance resulting from normal wear and tear (due to VEHICLE age/mileage), or if worn parts are within manufacturer tolerance. (Covered part MECHANICAL BREAKDOWN or FAILURE resulting from normal wear and tear is covered).
13. For normal expansion / contraction coverage of seals and gaskets due to age / mileage. (Depending on YOUR CONTRACT coverage, covered seals and gaskets for which fluids are dripping or running out of a sealing surface may be covered).
14. Loss of time, inconvenience, bodily injury and property damage, or other liabilities or consequential damage that results from VEHICLE that, MECHANICAL BREAKDOWN or FAILURE.

F. MAINTENANCE

1. Normal maintenance items/procedures such as but not limited to: engine tune-up, inspection or wheel alignment, balancing, hardening (rust, bolts, brackets, etc.), oil changes, disposal fees and other miscellaneous shop charges.
2. Unless required as part of a covered repair adjustment, changing fluids, lubricants, coolant and filters.
3. Any part which has not failed, but which a repair facility recommends or requires.
4. Other Parts Not Covered:
 - a. Any electronic components not included by the factory, telephone, TV's, VCR's, radio detectors, GPS components and any other parts) combined with a GPS component, computer controlled adjustable headlights, dumping system and CD player. Coverage affects repair of, and replacement of, factory-installed audio components.
 - b. Bright work; sheet metal; bumpers; ornamentation; coil-overs; control arms; struts; shocks; exhaust system; emission system; spark plugs and wires; glow plugs; brake pads and shoes; wheel hub/bearings; hoses; belts; wiper blades; exterior bolts; SRS and airbag systems; brake rotors and drums; Master/slave cylinders; headlights and taillights; shock absorbers; tires and rubber; hinges; light bulbs and sealed beams; glass windows; wheel covers; interior trim items; air vents; floor plate assembly; manual clutch disc; power-train and floor-plate bearing/body components (e.g. door handles, hinges and springs, latches, etc.); body seals, seals and gaskets (e.g. weather stripping, etc.); convertible top, glass, plastic and framing.
10. The repair or replacement of valves and/or piston rings for the purpose of stalling the engine's compression when a MECHANICAL BREAKDOWN or FAILURE has occurred.
11. Any costs if verifiable receipts as required in Section E. "YOUR RESPONSIBILITIES" are not furnished upon request.
12. Any components, parts or costs involved with updating or reconfiguring covered components or systems of YOUR VEHICLE, or due to product change, lack of product availability, or government regulation.

F. CONTRACT PERIOD / EXPIRATION

1. **NEW TERM COVERAGE:** The mileage and time limits of the term selected begin at zero (0) miles and on the date listed in the Section entitled "SALE DATE" located on the front of this CONTRACT. Coverage expires when the length of time or accumulated mileage (whichever comes first) of the selected term is reached. Once the ADMINISTRATOR accepts this application on OUR behalf, it shall be retroactive to the SALE DATE and coverage may not be changed.
2. **USED TERM COVERAGE:** The time and mileage limits of the term selected shall be the VEHICLE SALE DATE and from the mileage on the odometer on that date. Coverage expires when the length of time of the term selected, shown in the application section of this CONTRACT is reached, or total mileage on the VEHICLE is equal to the zero of the selected mileage plus the correct mileage on the VEHICLE at the SALE DATE, whichever comes first. Once the ADMINISTRATOR accepts this application on OUR behalf it shall be retroactive to the SALE DATE and coverage may not be changed.

G. TERRITORY

This CONTRACT applies only to a MECHANICAL BREAKDOWN or FAILURE occurring within the contiguous United States, Alaska, Hawaii or Canada.

H. LIMITATIONS OF LIABILITY

Liability shall be limited to the reasonable price for repair or replacement of any covered part, not to exceed the manufacturer's suggested retail price. The reasonable price is based upon a factory recognized list into which factory discounts, in no event will the liability for such MECHANICAL BREAKDOWN or FAILURE under this CONTRACT exceed the retail value of the VEHICLE established by the then current NADA Official Used Car Guide at the time immediately preceding

H. LIMITATIONS OF LIABILITY (continued)

the MECHANICAL BREAKDOWN or FAILURE. The aggregate limit of liability of all benefits payable shall never exceed the purchase price YOU paid for YOUR VEHICLE, \$30,000.00 (thirty-thousand dollars), or the capitalized cost of YOUR VEHICLE if lower, whichever amount is less. WE will not be liable to YOU for consequential damages or injuries, and for any costs or expenses that are not covered, regardless, or consequences to YOU or YOUR VEHICLE. This limit of liability applies regardless of the cause and regardless of the legal theory asserted. There are no restrictions that extend beyond the damages on the face hereof. The intention of insurability and fitness for a particular purpose are expressly excluded and disclaimed. The ADMINISTRATOR does not assume, and specifically disclaims, any liability to YOU for benefits provided herein. The liability of the ADMINISTRATOR is only in the CONTRACT in accord with their separate agreement.

I. SUBROGATION

YOU agree that WE, after honoring a claim on YOUR CONTRACT, have all rights of subrogation against those who may be responsible for YOUR MECHANICAL BREAKDOWN or FAILURE. YOU shall do whatever is necessary to secure such rights. YOU shall do nothing to prejudice such rights, and YOU shall execute and deliver to US all documents and papers required to obtain or maintain such rights. All amounts recovered by YOU for which YOU were previously compensated under this CONTRACT shall become OUR property or the property of OUR designee and shall be forwarded to the same by YOU, up to the total amount paid by US under this CONTRACT.

J. ARBITRATION

In the event of any dispute concerning the interpretation of this CONTRACT by US under the ADMINISTRATOR, a final and binding arbitration in accordance with the rules of the American Arbitration Association. IF YOU own a disputed matter to be resolved by the American Arbitration Association, YOU must notify US or the ADMINISTRATOR in writing within 60 days of OUR final decision.

K. TRANSFER OF YOUR VEHICLE SERVICE CONTRACT COVERAGE

1. Origin of Vehicle Service Contract Purchaser must obtain US and submit the following:
 - a. EVIDENCE that a completed transfer form initiated by the original purchaser, and a copy of this Vehicle Service Contract.
 - b. Written evidence (receipts verifying all maintenance requirements have been met).
 - c. A copy of proper documentation evidencing change of ownership and mileage at date of sale, including a completed bill of sale signed by both parties.
 - d. Photocopies of documents that verify the manufacturer verifying transfer and transfer acceptance of the factory warranty, if applicable.
2. Conditions:
 - a. This Vehicle Service Contract cannot be transferred to another vehicle. It can only be transferred to a different private owner of the same VEHICLE.
 - b. The VEHICLE is subject to inspection (at your expense) and transfer must take place within 15 days of change of ownership.
 - c. YOU may not transfer this Vehicle Service Contract to a vehicle dealer or to the customer of a vehicle dealer.
 - d. All remaining unexpired maintenance must be completed at the new owner.
 - e. The new Vehicle Service Contract holder will be bound by the TERMS AND CONDITIONS of this Vehicle Service Contract during YOUR ownership.
 - f. If the full manufacturer's full owner / equipped retail purchase warranty does not transfer to subsequent owners, this Vehicle Service Contract coverage will not apply to any MECHANICAL BREAKDOWN or FAILURE that would have been covered under the full manufacturer's full owner / original retail purchase warranty.

L. CANCELLATION (Cancellation rights are only to the original CONTRACT purchaser)

- YOU may cancel this CONTRACT by contacting the ISSUING DEALER in writing and by submitting the following documents:
1. The original CONTRACT.
 2. A Postal/Collector Statement or notated affidavit verifying mileage at the time of cancellation request.
 3. If requested supply a copy of the representative documents.
 4. If failed supply a copy of the insurance company verification of loss.
 5. If time has been paid: supply discharge of lien from lender.
- The CONTRACT cancellation fee is \$25.00. In the event of cancellation of this CONTRACT within the first 30 days, YOU are entitled to a full refund if no claims have been filed. After the first 30 days or if a claim has been authorized or paid, a cancellation refund will be calculated on a Pro-Rata basis and YOU will receive the lesser of the unpaid portion of the days or mileage that the CONTRACT has been in effect, compared to the term stated on the CONTRACT, less the cancellation fee. In the event the cost of this CONTRACT is part of a retail sales contract, any lender shall be additionally notified on any refund check (plus the cancellation fee accompanied by a discharge of lien). In the case of a representation or total loss, then the lender shall have the right to cancel and shall be the sole party of any refund check.

M. VEHICLE SERVICE CONTRACT COVERAGE ADJUSTABLE PLAN

YOUR Vehicle Service Contract may be renewed, at the ADMINISTRATOR'S and OUR option, for continuous 12-month terms at the then prevailing current rate, providing the expiration mileage of the renewed Vehicle Service Contract will not exceed 120,000 miles, and the VEHICLE is not more than 15 model years old. Contact ADMINISTRATOR at least 45 days and 1,500 miles prior to the expiration of YOUR Vehicle Service Contract.

N. PAYMENT SERVICE PLAN (Delayed Maintenance Plan)

The Payment Maintenance Plan provides only the benefits specified for the stated number of intervals as shown and paid for on page one (1). The maintenance may not include a) the manufacturer's recommendations. Any services not listed in the Payment Maintenance Plan are not covered by the CONTRACT and are to be performed solely at the owner's authorization and expense. This CONTRACT does not cover, including but not limited to: loss of use of the VEHICLE, damage by accident, negligence, consequential damage or maintenance services performed without prior authorization. Services covered under YOUR Payment Maintenance Plan expire three (3) years from the SALE DATE of YOUR CONTRACT. The aggregate limit of liability for all benefits under Payment Service PLAN will never exceed the purchase price YOU paid for the Payment Maintenance Plan.

- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. Right to Refinance a Balloon Payment. A balloon payment is a scheduled payment that is more than twice as large as the average of your earlier scheduled payments. If this contract contains a balloon payment and you do not pay it, you have the right to obtain a new payment schedule. Unless you agree otherwise, the periodic payments under the new payment schedule will not be substantially greater than the earlier scheduled payments. This provision does not apply if you did not purchase this vehicle for personal, family, or household use. It also does not apply if we adjusted your payment schedule to your seasonal or irregular income.

2. YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. If you find the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. Security Interest. You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.

- d. Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. **WARNING: UNLESS YOU PROVIDE US WITH EVIDENCE OF THE PHYSICAL DAMAGE INSURANCE COVERAGE AS REQUIRED BY THIS CONTRACT, WE MAY (BUT ARE NOT REQUIRED) PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPER COVERAGE ELSEWHERE. YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR AMOUNT FINANCED. IF THE COST IS ADDED TO THE AMOUNT FINANCED, THE ANNUAL PERCENTAGE RATE ON THIS CONTRACT WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR ANOTHER DATE AFTER THAT DATE OF LAPSE. THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY WASHINGTON'S MANDATORY LIABILITY INSURANCE LAWS. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.**

- e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

- a. You may owe late charges. You will pay a late charge on each late payment as shown on the front of the contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. You may have to pay all you owe at once, if you break your promises (default). We may demand that you pay all you owe on this contract at once. Default means:
 - You do not pay any payment on time;
 - You start a proceeding in bankruptcy or one started against you or your property; or
 - You break any agreements in this contract.
 The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and all amounts due because you defaulted.
- c. You may have to pay collection costs. If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and court costs as the law allows.
- d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, we may store it for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- e. How you can get the vehicle back if we take it. We repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay for to locate, return, or identify the vehicle, holding it, preparing it for sale, and selling. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

- f. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds. Unearned charges to reduce what you owe or repair the vehicle, if the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

The following paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. It does not apply at all if you bought the vehicle primarily for personal, family, or household use.

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for particular purpose.

5. Used Car Buyer's Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

5. Applicable Law

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

THE HARTFORD'S OMNI AUTO PLAN
P.O. BOX 105019
ATLANTA, GA 30348-5019

Return Service Requested



DATE: 07/07/05



RE: CLAIM #: [REDACTED]
INSURED: [REDACTED]
DATE OF LOSS: 06/18/05

DEAR MCLANE, MICKEY L

WE HAVE REVIEWED YOUR POLICY AND DETERMINED THAT YOU ELECTED NOT TO PURCHASE PHYSICAL DAMAGE COVERAGE FOR YOUR VEHICLE. THEREFORE, THERE IS NO COVERAGE FOR THE DAMAGE TO YOUR VEHICLE UNDER THIS POLICY. WE WILL MAKE A RECORD OF THIS LOSS FOR OUR FILES.

IF YOU HAVE ANY INFORMATION CONTRARY TO OUR POSITION, PLEASE FORWARD IT TO OUR OFFICE FOR REVIEW.

SINCERELY,

DEREK TOLBERT - CLAIMS
OMNI INSURANCE COMPANY/CLAIM DEPARTMENT

PHONE 1-800-727-6664 EXT 28399 FAX # 1-800-680-1904

P.O. BOX 105019
Atlanta, Georgia 30348-5019
CLAIMS 1-800-727-6664 FAX (770) 952-1115
TOLL FREE FAX NUMBER 1-800-680-1904

NOTICE: These are your vehicle Liability Insurance Identification cards. BE SURE TO KEEP THEM ON YOUR PERSON OR IN YOUR VEHICLE AT ALL TIMES.



WASHINGTON
LIABILITY INSURANCE
IDENTIFICATION CARD
OMNI INSURANCE COMPANY

Policy No. [REDACTED] Effective Date 2-23-05 Expiration Date 08-23-05

MOTOR VEHICLE INSURED
Year Make V.I. Number
04 FORD RANGER SU 1FTZR45EB4P [REDACTED]

See Important Notice On Reverse Side

FOLD



Omni Auto Plan

ACCIDENT REPORTING
24 HOURS / 365 DAYS A YEAR
1-800-727-6664

PAYMENTS AND POLICY
INFORMATION
8:00 AM to 5:00 PM Monday - Friday
1-800-777-6664



WASHINGTON
LIABILITY INSURANCE
IDENTIFICATION CARD
OMNI INSURANCE COMPANY

Policy No. [REDACTED] Effective Date 2-23-05 Expiration Date 08-23-05

MOTOR VEHICLE INSURED
Year Make V.I. Number
04 FORD RANGER SU 1FTZR45EB4P [REDACTED]

See Important Notice On Reverse Side

FOLD



Omni Auto Plan

ACCIDENT REPORTING
24 HOURS / 365 DAYS A YEAR
1-800-727-6664

PAYMENTS AND POLICY
INFORMATION
8:00 AM to 5:00 PM Monday - Friday
1-800-777-6664



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Policy No. [REDACTED] Effective Date 02-23-05 Expiration Date 08-23-05

MOTOR VEHICLE INSURED
Year Make V.I. Number
94 SATU SL 1G8ZF5593RZ [REDACTED]

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2004 FORD RANGER EDGE 4 DR EXT CAB
CLAIM # 01-342722

LOG 337

-0

06-22-05 9:26 AM

HARTFORD/OMNI AUTOMOBILE.

FAILURE TO PRESENT THIS ESTIMATE TO THE REPAIR SHOP MAY RESULT IN ADDITIONAL
COST TO THE OWNER.

**TACOMA FIRE DEPARTMENT
FIRE REPORT**

Print Date 6/21/2005 12:43 PM

Incident Information

Incident Number: 051690004 Unit
 Incident Date: 6/18/2005 01:03 Engine 8
 Incident Location: [REDACTED] Engine 10

Dispatched	Onscene	Available
01:03	01:05	01:44
01:07		01:07

Fire Detail Information

Fire Type: Mobile Property Fire Names Associated? No
 General Property Use: Mobile Property
 Specific Property Use: Passenger Vehicle
 Area of Origin: Engine Compartment of Vehicle
 Heat Source: Spark, Ember or Flame from Equipment
 First Item Ignited: General Materials (ie; Wire, Transformer)
 Gen. Cause of Ignition: Mechanical Failure or Malfunction
 Spec. Cause of Ignition: Equipment Failure (Mechanical)
 Property Value: \$17,000
 Property Loss: \$3,000
 Content Loss: \$

Mobile Fire Information

Vehicle Make: Ford
 Vehicle Model: Ranger
 Vehicle Year: 2004
 Vehicle VIN#: 1ftzr45a84p[REDACTED]

Fire Narration

Narration By: 83783
 Last Update Date: 6/18/2005
 Narration:

Responded to car fire , found 2 cars on fire approx 1/2 blocks apart, 4-8 went to the ford pickup fire, engine 10 went to the blazer fire. Both fires had been knocked down by tpd, we finished extinguishment with booster. Upon investigation we found out that the clutch in the pickup had blown apart sending hot debris into the blazers window while passing buy causing the fire in the blazer. The hot debris also started a small fire in the engine compartment of the truck-



Consumer Affairs

PO Box 6248, MD 3NE-B
Dearborn, MI 48126 USA

Sent Via U.S. Mail

June 23, 2005



RE: 2004 Ranger

VIN: 1FTZR45E84P

Dear Ms

Thank you for contacting us regarding your vehicle. We sincerely regret the circumstances described. However, per our conversation on Thursday 23, 2005, you stated the insurance company has been contacted. We suggest that you continue working with your insurance carrier. The carrier has the right to file a subrogation claim against Ford Motor Company if it chooses to pursue the matter.

We appreciate the opportunity to review your request.

Sincerely,

Wannetta Hill
Consumer Affairs

~~3/3/08~~



**THE ATTACHMENTS TO THIS
DOCUMENT HAVE BEEN REMOVED
TO PROTECT UNWARRANTED
INVASION OF PERSONAL PRIVACY
PURSUANT TO EXEMPTION 6 OF
THE FREEDOM OF INFORMATION
ACT (FOIA), 5 U.S.C. 552(b)(6).**