

CL-10489841-6599



DARRELL V. McGRAW, JR.
ATTORNEY GENERAL

PHYSICAL ADDRESS:
812 Quarrier St.
Charleston, WV 25301

MAILING ADDRESS:
P. O. Box 1789
Charleston, WV 25326-1789

E-Mail: consumer@wvago.gov
<http://www.wvago.gov>

STATE OF WEST VIRGINIA
OFFICE OF THE ATTORNEY GENERAL

December 10, 2012

Consumer Protection
and Antitrust Division
(304) 558-8986

Preneed Funeral Services
(304) 558-8986

Consumer Hotline
1-800-368-8808

FAX: (304) 558-0184

DEC 17 2012

National Highway Traffic Safety Administration
1200 New Jersey Avenue, SE
West Bldg.
Washington, DC 20590

INFORMATION Redacted PURSUANT TO THE FREEDOM OF
INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

Re: [REDACTED]
Martinsburg, WV [REDACTED]

Dear Sir or Madam:

Enclosed please find a copy of a consumer complaint sent to our office. We would appreciate you investigating this complaint to determine whether there has been a violation of the laws that you administer or enforce. Please feel free to contact me if you have any questions regarding this matter.

Very truly yours,

Dennis P. Cunningham
Mediator
Consumer Protection and
Antitrust Division

ijs
Enclosure

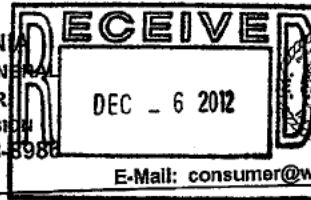
NM
12/18/12
TMD

RECEIVED

DEC 6 2012



STATE OF WEST VIRGINIA
OFFICE OF THE ATTORNEY GENERAL
DARRELL V. MCGRAW, JR.
CONSUMER PROTECTION DIVISION
1-800-368-8808 or 304-558-8988



E-Mail: consumer@wvago.gov

http://www.wvago.gov

CONSUMER COMPLAINT

1. PARTY COMPLAINING

2. COMPLAINT AGAINST

Mr. Mrs. Ms.

Name: [Redacted]

Business Name: Ford Motor Co.

Mailing Address: [Redacted]

Address: _____

City: Martinsburg State: WV

City: _____ State: _____

County: Berkeley Zip Code: [Redacted]

County: _____ Zip Code: _____

Home Telephone: [Redacted]

Telephone: _____

Work Telephone: _____

Name of person you dealt with: _____

Cell Telephone: [Redacted]

Title: _____

Email: [Redacted]

Best time to contact me: _____

3. Date of purchase or transaction: 2008

4. Product or service involved: Ford Focus

Describe your complaint in detail:

17. Please describe

was involved in an accident.
apparently passed out. The air-bag
deployed 30 min after I apparently
a car in front of me.
have sustained severe injuries.

I
I
def
hit
I

I would like

8. First contact between you and individual/business:

- Person came to my home
- Went to place of business
- Received information in the mail
- Responded to a radio - TV - printed advertisement
- Telephoned the business/individual
- Received telephone call from business/individual
- Email
- Internet

Name and address of publication - TV - radio station where offer was advertised: _____

Have you contacted the publication, TV or radio station? Yes No

9. Where did the purchase/transaction take place?

- At my home
- Over the telephone
- There was no transaction
- Wire Transfer
- At the place of business
- By mail
- Internet
- Other _____

10. Have you contacted the business about your complaint? Yes No

11. Have you filed this complaint with any other agency or organization? ... Yes No

If Yes - Identify organization: _____

What action was taken? Ford motor co. told me to fill out information & they would review it.

12. Describe any legal action you have taken: None

- 13. Did you sign a contract? Yes No
- 14. Did you receive a copy of the contract? Yes No
- 15. Did you receive a 3-Day Right to Cancel? Yes No
- 16. Is there a warranty involved? Yes No

Attach copies of all documents - front and back - related to the transaction.
 If statements or promises were not in writing, describe them in Question 17.
 If you need additional space to tell what happened,
 please continue on a separate page and attach it to your complaint.

PLEASE CONTINUE TO THE NEXT PAGE

17. Please describe your complaint in detail: On Dec. 28 2010

I was involved in an accident.
I apparently passed out. The air-bag
deployed 30 min after I apparently
hit a car in front of me.
I have sustained severe injuries.

18. How do you want your complaint resolved? I would like
to be made whole, financially
and physically-

The information you provide will be used in efforts to resolve your problem and may be shared with the party complained against. It may also be used to enforce applicable state laws.

I hereby authorize any party to whom the Attorney General directs this complaint to release any and all information about this matter, including account information, to the Attorney General's Office.

I certify that all information on this form is true and accurate to the best of my knowledge and belief, and that I have the legal authority to submit this claim.

SIGNATURE (Required)  **DATE** 12-6-12

Optional:

AGE: _____ <input type="checkbox"/> Male <input type="checkbox"/> Female	MARITAL STATUS: <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed	RACE: <input type="checkbox"/> Caucasian <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Other: _____
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Return this form and copies of your papers to:

Office of the Attorney General
Consumer Protection Division
PO Box 1789
Charleston, WV 25326-1789

WEST VIRGINIA CERTIFICATE OF INSURANCE

COMPANY NUMBER COMPANY
Encompass Indemnity Company

VEHICLE OWNER ENTER PLATE #

An authorized West Virginia insurer certifies that there is in effect a motor vehicle liability policy upon the described vehicle in accordance with the provisions of the West Virginia Motor Vehicle Code.

POLICY NUMBER

EFFECTIVE DATE
04/28/2008

EXPIRATION DATE
05/28/2008

YEAR MAKE/MODEL
2007 FORD FOCUS

VEHICLE IDENTIFICATION NUMBER
1FAMF34N07W

OWNER

INSURED

martinsburg, West Virginia

AGENCY/COMPANY ISSUING CARD
BELL/ROBINSON FINANCIAL

DATE ISSUED
04/28/2008

THIS CERTIFICATE MUST BE CARRIED IN THE VEHICLE DESCRIBED ABOVE FOR USE AS PROOF OF INSURANCE. A COPY OF THIS CERTIFICATE MAY BE REQUESTED BY THE COMMISSIONER OF MOTOR VEHICLES.

SIGNATURE OF OWNER: _____

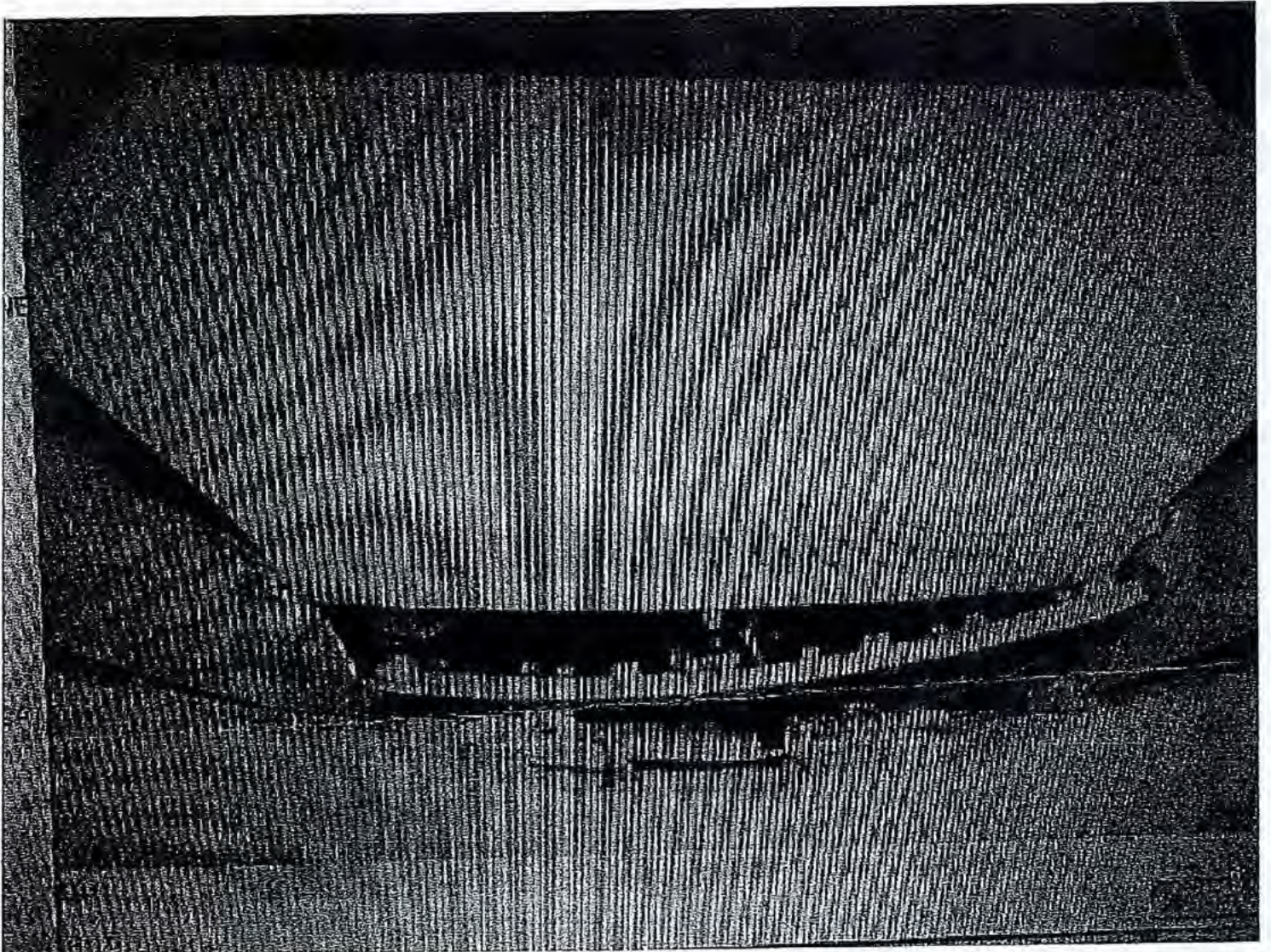
DATE: _____

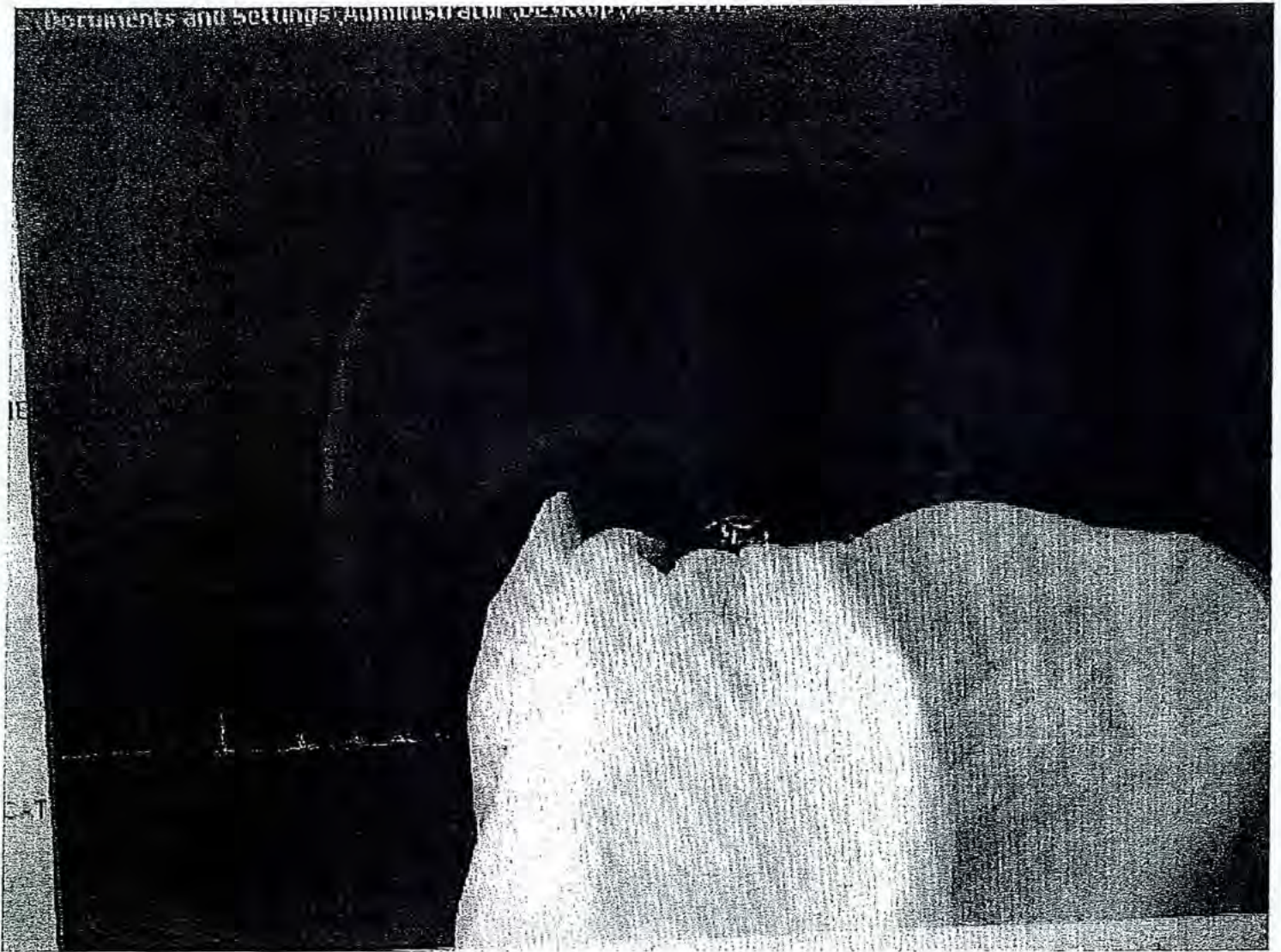
SEE IMPORTANT NOTICE ON REVERSE SIDE

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.







Police Crash Report

Revised Report

CRASH

Crash Date: 12-28-2010 Day of Week: Tue MILITARY Time (24hr clock): 13:28:00 County of Crash: FREDERICK COUNTY
 City of Town of: MARTINSBURG Landmarks at Scene: OLD STONE FUEL
 Location of Crash (route/street): MARTINSBURG PIKE - ROUTE 11N
 Location of Crash (route/street): HOPEWELL ROAD - ROUTE
 GPS Lat.: 39.255988 GPS Long.: -78.096383
 Official DMV Use: 110055024
 Local Case Number: 10-007350
 Mile Marker Number: _____ Number of Vehicles: 2

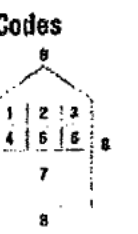
VEHICLE # 1

DRIVER
 Driver's Name (Last, First, Middle): _____
 Address (Street and Number): _____
 City: CLEAR BROOK State: VA ZIP: _____
 Birth Date: _____ Drivers License Number: _____ State: VA DL: _____
 Safety Equip. Used: 3 Air Bag Ejected: 2 Date of Death: _____ Injury Type: 6 EMS Transport: _____
 Summonses Issued As Result of Crash: 3 Offenses Charged to Driver: _____

VEHICLE
 Vehicle Owner's Name (Last, First, Middle): _____ Same as Driver: _____
 Address (Street and Number): _____
 City: CLEAR BROOK State: VA ZIP: _____
 Vehicle Year: 2005 Vehicle Make: HYUNDAI Vehicle Model: Tucson Disabled: CAIV: Towed: _____
 Vehicle Plate Number: VA KM6JM12B15U Approximate Repair Cost: \$1,000.00
 Name of Insurance Company (not agent): ALLSTATE
 Speed Before Crash: 0 Speed Limit: 45 Maximum Safe Speed: 45 Under: 0 ALL Passenger Age Count: 0-17: 1 14-21: 0 Over: 21: 0

PASSENGER (only if injured or killed)

Name of Injured (Last, First, Middle): _____ EMS Transport: _____ Date of Death: _____
 Position In/On Vehicle: _____ Safety Equip. Used: _____ Airbag Ejected: _____ Injury Type: _____ Birthdate: _____ Gender: _____
 Name of Injured (Last, First, Middle): _____ EMS Transport: _____ Date of Death: _____
 Position In/On Vehicle: _____ Safety Equip. Used: _____ Airbag Ejected: _____ Injury Type: _____ Birthdate: _____ Gender: _____
 Name of Injured (Last, First, Middle): _____ EMS Transport: _____ Date of Death: _____
 Position In/On Vehicle: _____ Safety Equip. Used: _____ Airbag Ejected: _____ Injury Type: _____ Birthdate: _____ Gender: _____



- POSITION IN/ON VEHICLE**
1. Driver
 - 2-6. Passengers
 7. Cargo Area
 8. Riding/Hanging On Outside
 - 9-98. All Other Passengers

- SAFETY EQUIPMENT USED**
1. Lap Belt Only
 2. Shoulder Belt Only
 3. Lap and Shoulder Belt
 4. Child Restraint
 5. Helmet
 6. Other
 7. Booster Seat
 8. No Restraint Used
 9. Not Applicable

- AIRBAG**
1. Deployed - Front
 2. Not Deployed
 3. Unavailable/Not Applicable
 4. Koyed Off
 5. Unknown
 6. Deployed - Side
 7. Deployed - Other (Knee, Air Bell, etc.)
 8. Deployed - Combination

- EJECTED FROM VEHICLE**
1. Not Ejected
 2. Partially Ejected
 3. Totally Ejected

- SUMMONSES ISSUED AS A RESULT OF CRASH**
1. Yes
 2. No
 3. Pending

- INJURY TYPE**
1. Dead Before Report Made
 2. Visible Signs of Injury, as Bleeding Wound or Distorted Member or Had to be Carried From Scene.
 3. Other Visible Injury, as Bruises, Abrasions, Swelling, Limping, etc.
 4. No Visible Injury, But Complaint of Pain, or Momentary Unconsciousness.
 6. No Injury (Driver only)

Investigating Officer: SARDELIS, G. Badge/Code Number: 161 Agency/Department Name and Code: FCSSO-034
 Reviewing Officer: _____ Report File Date: 12-28-2010

Officer Initials GS Badge # 161

Commonwealth of Virginia - Department of Motor Vehicles
Police Crash Report



FD-300P (Rev 7/07)

Revised Report

CRASH

Crash Date	12-28-2010	MILITARY Time (24 hr clock)	13:28:00	County of Crash	FREDERICK COUNTY	City of	Town of	Local Case Number	10-007350
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DRIVER INFORMATION

Veh 1	Veh 2			
<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Driver's Action	P1			
<input type="checkbox"/> 1. No Improper Action <input type="checkbox"/> 2. Exceeded Speed Limit <input type="checkbox"/> 3. Exceeded Safe Speed But Not Speed Limit <input type="checkbox"/> 4. Overtaking On Hill <input type="checkbox"/> 5. Overtaking On Curve <input type="checkbox"/> 6. Overtaking at Intersection <input type="checkbox"/> 7. Jockeying Passing of School Bus <input type="checkbox"/> 8. Cutting In <input type="checkbox"/> 9. Other Improper Passing <input type="checkbox"/> 10. Wrong Side of Road - Not Overtaking <input type="checkbox"/> 11. Did Not Have Right-of-Way <input type="checkbox"/> 12. Following Too Close <input type="checkbox"/> 13. Fail to Signal or Improper Signal <input type="checkbox"/> 14. Improper Turn - Wide Right Turn <input type="checkbox"/> 15. Improper Turn - Cut Corner on Left Turn <input type="checkbox"/> 16. Improper Turn From Wrong Lane <input type="checkbox"/> 17. Other Improper Turn <input type="checkbox"/> 18. Improper Backing <input type="checkbox"/> 19. Improper Start From Parked Position <input type="checkbox"/> 20. Disregarded Officer or Flagger <input type="checkbox"/> 21. Disregarded Traffic Signal <input type="checkbox"/> 22. Disregarded Stop or Yield Sign <input type="checkbox"/> 23. Driver Distraction <input type="checkbox"/> 24. Fail to Stop At Through High Way - No Sign <input type="checkbox"/> 25. Drive Through Work Zone <input type="checkbox"/> 26. Fail to Set Out Flares or Flags <input type="checkbox"/> 27. Fail to Dim Headlights <input type="checkbox"/> 28. Driving Without Lights <input type="checkbox"/> 29. Improper Parking Location <input type="checkbox"/> 30. Avoiding Pedestrian <input type="checkbox"/> 31. Avoiding Other Vehicle <input type="checkbox"/> 32. Avoiding Animal <input type="checkbox"/> 33. Crowded Off Highway <input type="checkbox"/> 34. Hit and Run <input type="checkbox"/> 35. Car Ran Away - No Driver <input type="checkbox"/> 36. Blinded by Headlights <input type="checkbox"/> 37. Other <input type="checkbox"/> 38. Avoiding Object In Roadway <input type="checkbox"/> 39. Eluding Police <input checked="" type="checkbox"/> 40. Fail to Maintain Proper Control <input type="checkbox"/> 41. Improper Passing <input type="checkbox"/> 42. Improper or Unsafe Lane Change <input type="checkbox"/> 43. Over Correction <tr> <td>Condition of Driver Contributing to the Crash</td> <td>P2</td> </tr> <tr> <td> <input type="checkbox"/> 1. No Defects <input type="checkbox"/> 2. Eyesight Defective <input type="checkbox"/> 3. Hearing Defective <input type="checkbox"/> 4. Other Body Defects <input type="checkbox"/> 5. Illness <input checked="" type="checkbox"/> 6. Fatigued <input type="checkbox"/> 7. Apparently Asleep <input type="checkbox"/> 8. Other <input type="checkbox"/> 9. Unknown </td> <td></td> </tr>	Condition of Driver Contributing to the Crash	P2	<input type="checkbox"/> 1. No Defects <input type="checkbox"/> 2. Eyesight Defective <input type="checkbox"/> 3. Hearing Defective <input type="checkbox"/> 4. Other Body Defects <input type="checkbox"/> 5. Illness <input checked="" type="checkbox"/> 6. Fatigued <input type="checkbox"/> 7. Apparently Asleep <input type="checkbox"/> 8. Other <input type="checkbox"/> 9. Unknown	
Condition of Driver Contributing to the Crash	P2			
<input type="checkbox"/> 1. No Defects <input type="checkbox"/> 2. Eyesight Defective <input type="checkbox"/> 3. Hearing Defective <input type="checkbox"/> 4. Other Body Defects <input type="checkbox"/> 5. Illness <input checked="" type="checkbox"/> 6. Fatigued <input type="checkbox"/> 7. Apparently Asleep <input type="checkbox"/> 8. Other <input type="checkbox"/> 9. Unknown				

Veh 1	Veh 2
<input type="checkbox"/>	<input type="checkbox"/>
Driver Vision Obscured	P3
<input type="checkbox"/> 1. Not Obscured <input type="checkbox"/> 2. Rain, Snow, etc. on Windshield <input type="checkbox"/> 3. Windshield Otherwise Obscured <input type="checkbox"/> 4. Vision Obscured by Load on Vehicle <input type="checkbox"/> 5. Trees, Crops, etc. <input type="checkbox"/> 6. Building <input type="checkbox"/> 7. Embankment <input type="checkbox"/> 8. Sign or Signboard <input type="checkbox"/> 9. Hillcrest <input type="checkbox"/> 10. Parked Vehicle(s) <input type="checkbox"/> 11. Moving Vehicle(s) <input type="checkbox"/> 12. Sun or Headlight Glare <input type="checkbox"/> 13. Other <input type="checkbox"/> 14. Blind Spot <input type="checkbox"/> 15. Smoke/Dust <input type="checkbox"/> 16. Stopped Vehicle(s)	
Type of Driver Distraction	P4
<input type="checkbox"/> 1. Looking at Roadside Incident <input checked="" type="checkbox"/> 2. Driver Fatigue <input type="checkbox"/> 3. Looking at Scenery <input type="checkbox"/> 4. Passenger(s) <input type="checkbox"/> 5. Radio/CD, etc. <input type="checkbox"/> 6. Cell Phone <input type="checkbox"/> 7. Eyes Not on Road <input type="checkbox"/> 8. Daydreaming <input type="checkbox"/> 9. Eating/Drinking <input type="checkbox"/> 10. Adjusting Vehicle Controls <input type="checkbox"/> 11. Other <input type="checkbox"/> 12. Navigation Device	
Drinking	P5
<input type="checkbox"/> 1. Had Not Been Drinking <input type="checkbox"/> 2. Drinking - Obviously Drunk <input type="checkbox"/> 3. Drinking - Ability Impaired <input type="checkbox"/> 4. Drinking - Ability Not Impaired <input type="checkbox"/> 5. Drinking - Not Known Whether Impaired <input type="checkbox"/> 6. Unknown	
Method of Alcohol Determination (by police)	P6
<input type="checkbox"/> 1. Blood <input type="checkbox"/> 2. Breath <input type="checkbox"/> 3. Refused <input checked="" type="checkbox"/> 4. No Test	
Drug Use	P7
<input type="checkbox"/> 1. Yes <input checked="" type="checkbox"/> 2. No <input type="checkbox"/> 3. Unknown	

VEHICLE INFORMATION

Veh 1	Veh 2
<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Maneuver	V1
<input type="checkbox"/> 1. Going Straight Ahead <input type="checkbox"/> 2. Making Right Turn <input type="checkbox"/> 3. Making Left Turn <input type="checkbox"/> 4. Making U-Turn <input type="checkbox"/> 5. Slowing or Stopping <input type="checkbox"/> 6. Merging Into Traffic Lane <input type="checkbox"/> 7. Starting From Parked Position <input checked="" type="checkbox"/> 8. Stopped in Traffic Lane <input type="checkbox"/> 9. Ran Off Road - Right <input type="checkbox"/> 10. Ran Off Road - Left <input type="checkbox"/> 11. Parked <input type="checkbox"/> 12. Backing <input type="checkbox"/> 13. Passing <input type="checkbox"/> 14. Changing Lanes <input type="checkbox"/> 15. Other <input type="checkbox"/> 16. Entering Street From Parking Lot	
Skidding Tire/Mark	V2
<input type="checkbox"/> 1. Before Application of Brakes <input checked="" type="checkbox"/> 2. After Application of Brakes <input type="checkbox"/> 3. Before and After Application of Brakes <input checked="" type="checkbox"/> 4. No Visible Skid Mark/Tire Mark	
Vehicle Body Type	V3
<input checked="" type="checkbox"/> 1. Passenger car <input type="checkbox"/> 2. Truck - Pick-up/Passenger Truck <input type="checkbox"/> 3. Van <input type="checkbox"/> 4. Truck - Single Unit Truck (2-Axles) <input type="checkbox"/> 5. Motor Home, Recreational Vehicle <input type="checkbox"/> 6. Special Vehicle - Oversized Vehicle/Earthwork/Reed Equipment <input type="checkbox"/> 7. Bicycle <input type="checkbox"/> 8. Moped <input type="checkbox"/> 9. Motorcycle <input type="checkbox"/> 10. Emergency Vehicle (Regardless of Vehicle Type) <input type="checkbox"/> 11. Bus - School Bus <input type="checkbox"/> 12. Bus - City Transit Bus/Privately Owned Church Bus <input type="checkbox"/> 13. Bus - Commercial Bus <input type="checkbox"/> 14. Other (Scooter, Go-cart, Hearse, Bookmobile, Golf Cart, etc.) <input type="checkbox"/> 15. Special Vehicle - Farm Machinery <input type="checkbox"/> 16. Special Vehicle - ATV <input type="checkbox"/> 17. Special Vehicle - Low-Speed Vehicle <input type="checkbox"/> 18. Truck - Sport Utility Vehicle (SUV) <input type="checkbox"/> 19. Truck - Single Unit Truck (3 Axles or More) <input type="checkbox"/> 20. Truck - Truck Tractor (Ballast No Trailer)	

Veh 1	Veh 2
<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Damage	V4
<input type="checkbox"/> 1. Unknown <input type="checkbox"/> 2. No damage <input type="checkbox"/> 3. Overturned <input type="checkbox"/> 4. Motor <input type="checkbox"/> 5. Undercarriage <input type="checkbox"/> 6. Totaled <input type="checkbox"/> 7. Fire <input checked="" type="checkbox"/> 8. Other	
Vehicle Condition	V5
<input type="checkbox"/> 1. No Defects <input type="checkbox"/> 2. Lights Defective <input type="checkbox"/> 3. Brakes Defective <input type="checkbox"/> 4. Steering Defective <input type="checkbox"/> 5. Puncture/Blowout <input type="checkbox"/> 6. Worn or Slick Tires <input type="checkbox"/> 7. Motor Double <input type="checkbox"/> 8. Chassis In Use <input type="checkbox"/> 9. Other <input type="checkbox"/> 10. Vehicle Altered <input type="checkbox"/> 11. Mirrors Defective <input type="checkbox"/> 12. Power Train Defective <input type="checkbox"/> 13. Suspension Defective <input type="checkbox"/> 14. Windows/Windshield Defective <input type="checkbox"/> 15. Wipers Defective <input type="checkbox"/> 16. Wheels Defective <input type="checkbox"/> 17. Exhaust System	
Special Function Motor Vehicle	V6
<input type="checkbox"/> 1. No Special Function <input type="checkbox"/> 2. Taxi <input type="checkbox"/> 3. School Bus (Public or Private) <input type="checkbox"/> 4. Transit Bus <input type="checkbox"/> 5. Interscholastic Bus <input type="checkbox"/> 6. Charter Bus <input type="checkbox"/> 7. Other Bus <input type="checkbox"/> 8. Military <input type="checkbox"/> 9. Police <input type="checkbox"/> 10. Ambulance <input type="checkbox"/> 11. Fire Truck <input type="checkbox"/> 12. Tow Truck <input type="checkbox"/> 13. Maintenance <input type="checkbox"/> 14. Unknown	
EMV in service	V7
<input type="checkbox"/> 1. Yes <input checked="" type="checkbox"/> 2. No	
Truck Cover	V8
<input type="checkbox"/> 1. Yes <input checked="" type="checkbox"/> 2. No	

Officer Initials GS Badge # 161

Commonwealth of Virginia - Department of Motor Vehicles
Police Crash Report



FR300P (Rev 7/07)

Revised Report

CRASH		County of Crash		City of		Local Case Number	
Crash Date	MILITARY Time (24 hr clock)	FREDERICK COUNTY		Town of		10-007350	
12-28-2010	13:28:00						

CRASH INFORMATION

Location of First Harmful Event in Relation to Roadway C1

- 1. On Roadway
- 2. Shoulder
- 3. Median
- 4. Roadside
- 5. Gore
- 6. Separator
- 7. In Parking Lane or Zone
- 8. Off Roadway, Location Unknown
- 9. Outside Right-of-Way

Traffic Control Type C5

- 1. No Traffic Control
- 2. Officer or Flagger
- 3. Traffic Signal
- 4. Stop Sign
- 5. Slow or Warning Sign
- 6. Traffic Lanes Marked
- 7. No Passing Lines
- 8. Yield Sign
- 9. One Way Road or Street
- 10. Railroad Crossing With Markings and Signs
- 11. Railroad Crossing With Signals
- 12. Railroad Crossing With Gate and Signals
- 13. Other
- 14. Pedestrian Crosswalk
- 15. Reduced Speed - School Zone
- 16. Reduced Speed - Work Zone
- 17. Highway Safety Corridor

Roadway Description C9

- 1. Two-Way, Not Divided
- 2. Two-Way, Divided, Unprotected Median
- 3. Two-Way, Divided, Positive Median Barrier
- 4. One-Way, Not Divided
- 5. Unknown

Intersection Type C12

- 1. Not at Intersection
- 2. Two Approaches
- 3. Three Approaches
- 4. Four Approaches
- 5. T-Point, or more
- 6. Roundabout

Work Zone C13

- 1. Yes
- 2. No

Weather Condition C2

- 1. No Adverse Condition (Clear/Cloudy)
- 3. Fog
- 4. Mist
- 5. Rain
- 6. Snow
- 7. Sleet/Hail
- 8. Smoke/Dust
- 9. Other
- 10. Blowing Sand, Soil, Dirt, or Snow
- 11. Severe Crosswinds

Roadway Alignment C6

- 1. Straight - Level
- 2. Curve - Level
- 3. Grade - Straight
- 4. Grade - Curve
- 5. Hillcrest - Straight
- 6. Hillcrest - Curve
- 7. Dip - Straight
- 8. Dip - Curve
- 9. Other
- 10. On/Off Ramp

Roadway Defects C10

- 1. No Defects
- 2. Holes, Ruts, Bumps
- 3. Soft or Low Shoulder
- 4. Under Repair
- 5. Loose Material
- 6. Restricted Width
- 7. Slick Pavement
- 8. Roadway Obstructed
- 9. Other
- 10. Edge Pavement Drop Off

Work Zone Workers Present C14

- 1. With Law Enforcement
- 2. With No Law Enforcement
- 3. No Workers Present

Work Zone Location C15

- 1. Advance Warning Area
- 2. Transition Area
- 3. Activity Area
- 4. Termination Area

Light Conditions C3

- 1. Dawn
- 2. Daylight
- 3. Dusk
- 4. Darkness - Road Lighted
- 5. Darkness - Road Not Lighted
- 6. Darkness - Unknown Road Lighting
- 7. Unknown

Roadway Surface Condition C7

- 1. Dry
- 2. Wet
- 3. Snowy
- 4. Icy
- 5. Muddy
- 6. Oil/Other Fluids
- 7. Other
- 8. Natural Debris
- 9. Water (Standing, Moving)
- 10. Slush
- 11. Sand, Dirt, Gravel

Relation to Roadway C11

Interchange Area:

- 1. Main-Line Roadway
- 2. Acceleration/Deceleration Lanes
- 3. Gore Area (Between Ramp and Highway Edges)
- 4. Collector/Distributor Road
- 5. On Entrance/Exit Ramp
- 6. Intersection at end of Ramp
- 7. Other location not listed above within an interchange area (median, shoulder and roadside)

Work Zone Type C16

- 1. Lane Closure
- 2. Lane Shift/Crossover
- 3. Work on Shoulder or Median
- 4. Intermittent or Moving Work
- 5. Other

School Zone C17

- 1. Yes
- 2. Yes - With School Activity
- 3. No

Traffic Control Device C8

- 1. Yes - Working
- 2. Yes - Working and Obscured
- 3. Yes - Not Working
- 4. Yes - Not Working and Obscured
- 5. Yes - Missing
- 6. No Traffic Control Device Present

Roadway Surface Type C8

- 1. Concrete
- 2. Blacktop, Asphalt, Bituminous
- 3. Brick or Block
- 4. Slag, Gravel, Stone
- 5. Dirt
- 6. Other

Intersection Area:

- 8. Non-Intersection
- 9. Within Intersection
- 10. Intersection-Related - Within 150'
- 11. Intersection-Related - Outside 150'

Type of Collision C18

- 1. Rear End
- 2. Angle
- 3. Head On
- 4. Sideswaps - Same Direction
- 5. Sideswaps - Opposite Direction
- 6. Fixed Object in Road
- 7. Train
- 8. Non-Collision
- 9. Fixed Object - Off Road
- 10. Deer
- 11. Other Animal
- 12. Pedestrian
- 13. Bicyclist
- 14. Motorcyclist
- 15. Backed into
- 16. Other

Officer Initials GS Badge # 161

Commonwealth of Virginia - Department of Motor Vehicles



FR300P (Rev 7/07)

Revised Report

Police Crash Report

CRASH

Crash Date 12-28-2010

MILITARY Time (24 hr clock) 13:28:00

County of Crash FREDERICK COUNTY

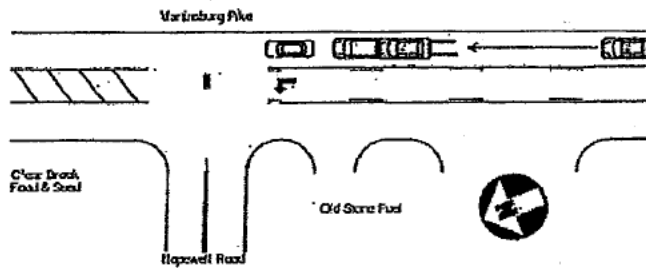
City of Town of

Local Case Number 10-007350

CRASH DIAGRAM

VEHICLE # 1
 Fill in Impact Area(s).
 Initial Impact 6

VEHICLE # 2
 Fill in Impact Area(s).
 Initial Impact 12



VEHICLE # 1
 Fill in Impact Area(s).
 Initial Impact 6

VEHICLE # 2
 Fill in Impact Area(s).
 Initial Impact 12

DAMAGE TO PROPERTY OTHER THAN VEHICLES

Approx. Repair Cost: Object Damaged (Tree, Fence, etc) Property Owners Name (Last, First, Middle) Address (Street and Number) VDOT Property

CRASH DESCRIPTION
 V1 WAS STOPPED FOR THE STOPLIGHT ON NORTHBOUND MARTINSBURG PIKE @ HOPEWELL ROAD. V2 APPROACHED V1 FROM BEHIND AND DIDN'T STOP IN TIME. V2 REARENDED V1. V2 DID LEAVE SOME SKID MARKS, PRIOR TO IMPACT.

CRASH EVENTS

Vehicle #	First Event	Second Event	Third Event	Fourth Event	Most Harmful Event
1	20	0	0	0	20
2	20	0	0	0	20

- | | | | |
|--|---|--|---|
| First Harmful Event of Entire Crash that Results in First Injury or Damage.

20 | COLLISION WITH FIXED OBJECT
1. Bank Or Ledge
2. Trees
3. Utility Pole
4. Fence Or Post
5. Guard Rail
6. Parked Vehicle
7. Tunnel, Bridge, Underpass, Culvert, etc.
8. Sign, Traffic Signal
9. Impact Cushioning Device
10. Other
11. Jersey Wall
12. Building/Structure
13. Curb
14. Ditch
15. Other Fixed Object
16. Other Traffic Barrier
17. Traffic Sign Support
18. Mailbox | COLLISION WITH PERSON, MOTOR VEHICLE OR NON-FIXED OBJECT
19. Pedestrian
20. Motor Vehicle In Transport
21. Train
22. Bicycle
23. Animal
24. Work Zone
25. Maintenance Equipment
26. Other Movable Object
27. Unknown Movable Object
28. Other | NON-COLLISION
29. Run Off Road
30. Jack Knife
31. Overturn/Rollover
32. Downhill Runaway
33. Cargo Load or Shift
34. Separation of Units
35. Cross Median
36. Cross Centerline
37. Equipment Failure (Tire, etc)
38. Immersion
39. Fall/Jumped From Vehicle
40. Thrown or Falling Object
41. Non-Collision Unknown
42. Other Non-Collision |
|--|---|--|---|

ROMAN'S BODY SHOP INC.
190 GRAPEVINE RD
MARTINSBURG, WV 25405
304-267-8579 FAX: 304-263-6422

*** PRELIMINARY SUPPLEMENT 4 ***

S4 12/30/2010 09:21 AM
04/29/2011 10:53 AM

Owner

Owner: [REDACTED]
Address: [REDACTED]
City State Zip: Martinsburg, WV [REDACTED]

Work/Day: [REDACTED]
Home/Evening: [REDACTED]
FAX: [REDACTED]

Control Information

Claim #: 0000211084 [REDACTED]
Loss Date/Time: 12/28/2010
Deductible: \$500.00

Insured Policy #: ENCOMPASS
Loss Type: Collision

Ins. Company: Encompass Insurance

Insured: [REDACTED]
Address: [REDACTED]
City State Zip: Martinsburg, WV [REDACTED]

Work/Day: [REDACTED]
Home/Evening: [REDACTED]
FAX: [REDACTED]

Inspection

Inspection Date: 12/31/2010 08:26 AM
Primary Impact: Front

Inspection Type: Direct Repair Program
Secondary Impact:

Assigned Date/Time:

Received Date/Time: 12/30/2010 09:15 AM

Company: ROMANS BODY SHOP INC
Contact: [REDACTED]
Address: 190 GRPAEVINE RD
City State Zip: Martinsburg, WV 25405

Appraiser License #:

Work/Day: (304)267-8579
FAX: (304)263-6422

Orig Appraiser Name: [REDACTED]
Address: 190 GRPAEVINE RD
City State Zip: Martinsburg, WV 25405

Appraiser License #:

Work/Day: (304)267-8579
FAX: (304)263-6422

Repairer

Repairer: Roman's Body Shop, Inc.
Address: 55-075-7226
190 GRAPEVINE RD
City State Zip: Martinsburg, WV 25401

Contact: Eric C. Roman
Work/Day: (304)267-8579
Home/Evening: (304)267-8700
FAX: (304)263-6422

Vehicle

2007 Ford Focus SE 4 DR Sedan
4cyl Gasoline 2.0
4 Speed Automatic

Lic. Plate: [REDACTED]

Lic State: WV

Lic Expire:
 Prod Date:
 Veh Insp# :
 Condition: Good
 Ext. Color: WHITE
 Ext. Refinish: Two-Stage

VIN: 1FAFP34N07W [REDACTED]
 Mileage: 53,607
 Mileage Type: Actual
 Code: P1583C
 Int. Color:
 Int. Refinish:

Options

AM/FM CD Player	Air Conditioning	Alarm System
Center Console	Dual Airbags	Intermittent Wipers
Keyless Entry System	Lighted Entry System	MP3 Player
Overhead Console	Power Brakes	Power Door Locks
Power Mirrors	Power Steering	Power Windows
Rear Window Defroster	Rem Trunk-L/Gate Release	Split Folding Rear Seat
Theft Deterrent System	Tinted Glass	Velour/Cloth Seats

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Front Bumper									
1	EP	5		Cover,Front Bumper	Replace PXN	\$215.00		1.6	SM
2	L	5	13	Cover,Front Bumper	Refinish			3.5	RF
					2.4 Surface				
					0.6 Two-stage setup				
					0.5 Two-stage				
Front End Panel And Lamps									
3	E	32		Grille Assembly	5S4Z8200AAA	\$90.98		INC	SM
4	EP	41		Headlamp Assy,Halogen LT	Replace PXN	\$101.00		0.9	SM
				>> HEADLIGHT IS CAPA					
5	EP	42		Headlamp Assy,Halogen RT	Replace PXN	\$101.00		0.5	SM
				>> HEADLIGHT IS CAPA					
6	N	973		Headlamps Alm	Additional Labor			0.4	SM
Radiator Support									
7	E	73		Panel Assembly,Rad Sup	6S4Z8A284AA	\$204.22		2.6	SM
8	E	81		Label,Radiator Support	XW4Z8653BA	\$4.77		0.1	SM
9	E	68		Defl,Radiator Upr Air	5S4Z16A238AA	\$24.40		INC	SM
Cooling And Air Conditioning									
10	EC	755		Radiator	Replace Economy	\$145.00*		1.4	SM
11	EC	762		Fan Assy,Eng Cooling	Replace Economy	\$245.00*		INC	SM
12	E	757		Hose,Radiator Upper	5S4Z8260AA	\$59.51	S1	0.1	SM
13	N	891		A/C Evac Rechrq & Rcvr	Additional Labor	\$91.00*		0.0*	ME
14	EC	731		Condenser,A/C	Replace Economy	\$142.00*		1.0	ME
Front Body And Windshield									
15	EP	83		Panel,Hood	Replace PXN	\$282.00		1.0	SM
				>> HOOD IS CAPA					
16	L	83		Panel,Hood	Refinish			4.2	RF
					2.7 Surface				
					1.0 Edge				
					0.5 Two-stage				
17	E	87		Latch,Hood Panel	6S4Z16700C	\$74.27		INC	SM
18	E	65		Cable,Hood Lock	YS4Z16916AA	\$45.15		0.6	SM
19	E	84		Hinge,Hood Panel LT	YS4Z16797AA	\$26.23		0.2	SM
20	E	85		Hinge,Hood Panel RT	4S4Z16796AA	\$26.65		0.2	SM
21	I	103		Fender,Front LT	Repair			1.5*	SM

22	L	103	10	Fender,Front LT	Refinish 1.0 Surface 0.4 Two-stage			1.4*	RF
23	I	104		Fender,Front RT	Repair			1.5*	SM
24	L	104	10	Fender,Front RT	Refinish 1.6 Surface 0.4 Two-stage			2.0*	RF

Engine And Components

25	E	862		Chamber,Air Intake	7S4Z9E648A	\$88.95		S1	INC	ME
----	---	-----	--	--------------------	------------	---------	--	----	-----	----

Dashboard And Components

26	E	74		Module,Airbag Control	5S4Z14B056AC	\$301.27			0.7	ME
----	---	----	--	-----------------------	--------------	----------	--	--	-----	----

Upper Steering Components

27	E	954		Clock Spring	7S4Z14A664A	\$90.14			1.9	ME
28	E	866	01	Airbag,Steering Wheel	5S4Z54043B13AAB	\$615.20			INC	ME

Center Console And Seat Tracks

29	E	941		Seatbelt,Front LT	6S4Z54611B09C	\$151.97			1.0	SM
30	E	945		Buckle,Frt Seatbelt LT	6S4Z6161203A	\$78.10			0.5	SM

Manual Entries

31	L	M14		Corrosion Protection	Refinish	\$18.00*				RF
32	E	M20		Anti-Freeze-Coolant	Replace OEM	\$12.00*				SM
33	SB	M60		Hazardous Waste Removal	Sublet Repair	\$4.00*				SM
34	I			FOUR WHEEL ALIGN	Sublet Repair	\$74.95*				SM
35	I			SCHEDULED IN 1-17-2011	Repair	\$0.00*				SM*
36	I			SCHEDULED OUT 1-24-2011	Repair	\$0.00*				SM*
37	E			Senso / SN	Replace OEM	\$76.68*		S1		SM*
				>> 2M5Z-14B004-AB						
38	I			Recalibrate/Air Bag	Sublet Repair	\$89.90*		S2		SM*
				>> DONE AT KENT PARSONS FORD						
39	EC			Alr/Bypass	Replace Economy	\$134.15*		S3		SM*
39 Items										

MC	Message
01	CALL DEALER FOR EXACT PART # / PRICE
10	INCLUDES AUDATEX TIME TO CLEAR ENTIRE PANEL
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts	\$1,970.49
Other Parts	\$1,474.15
Paint Materials	\$310.80
Parts & Material Total	\$3,755.44
Tax on Parts & Material @ 6.000%	\$225.33

Labor	Rate	Repiace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$42.00	10.7	3.4	14.1	\$592.20
Mech/Elec (ME)	\$65.00	3.6		3.6	\$234.00
Frame (FR)	\$50.00				
Refinish (RF)	\$42.00	11.1		11.1	\$466.20
Paint Materials	\$28.00				
Labor Total				28.6 Hours	\$1,292.40
Tax on Labor @ 6.000%					\$77.54
Sublet Repairs					\$168.85
Tax on Sublet @ 6.000%					\$10.13

Towing	\$375.00	
Gross Total		\$5,904.69
Less: Deductible		\$500.00-
Net Total		\$5,404.69
Less: Previous Net Total		\$5,404.69-
Net Supplement Total		\$0.00
Customer Owes		\$500.00

Alternate Parts Y/00/00/00/00/00 CUM 04/04/00/00/00 Zip Code: 25405 Geo 25401

Audatex Estimating 6.0.726 S4 12/06/2012 12:27 PM REL 6.0.726 DT 04/01/2011 DB 11/08/2012
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2.4 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS THAT ARE NOT MANUFACTURED BY THE ORIGINAL MANUFACTURER OF THE VEHICLE OR BY A MANUFACTURER AUTHORIZED BY THE ORIGINAL MANUFACTURER TO USE ITS NAME OR TRADEMARK. THE USE OF CERTAIN AFTERMARKET CRASH PARTS MAY MODIFY THE ORIGINAL MANUFACTURER'S WARRANTY ON THE CRASH PARTS BEING REPLACED. UPON REQUEST OF THE CUSTOMER, THE BODY SHOP SHALL PROVIDE, IF AVAILABLE, A COPY OF ANY WARRANTY FOR AN AFTERMARKET CRASH PART USED.

WHILE YOUR MOTOR VEHICLE IS ON THE PREMISES OF THIS AUTOMOTIVE REPAIR FACILITY, THE AUTOMOTIVE REPAIR FACILITY MAY NOT BE RESPONSIBLE FOR DAMAGE TO YOUR MOTOR VEHICLE UNDER CERTAIN CIRCUMSTANCES. YOU SHOULD ASK A REPRESENTATIVE OF THIS AUTOMOTIVE REPAIR FACILITY ABOUT THE EXTENT OF OUR RESPONSIBILITY, INCLUDING THE EXTENT OF THE INSURANCE COVERAGE OF THE AUTOMOTIVE REPAIR FACILITY.

MANUFACTURER SPECIAL POLICY ADJUSTMENT PROGRAMS:

FEDERAL LAW REQUIRES MANUFACTURERS TO FURNISH THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION (N.H.T.S.A.) WITH BULLETINS DESCRIBING ANY DEFECTS IN THEIR VEHICLES. YOU MAY OBTAIN COPIES OF THESE BULLETINS FROM EITHER THE MANUFACTURER OR N.H.T.S.A. IN ADDITION, CERTAIN CONSUMER PUBLICATIONS OR ORGANIZATIONS PUBLISH THIS INFORMATION, WHICH MAY BE AVAILABLE FOR A FEE OR FOR FREE.

Op Codes

* = User-Entered Value	E = Replace OEM	NG= Replace NAGS
EC = Replace Economy	OE= Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM= Replace PXN Reman/Reblt	UM= Replace Reman/Rebuilt
L = Refinish	PC= Replace PXN Reconditioned	UC= Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG= Chlpguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP= Related Prior Damage	



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Audatex Alternate Parts Locate Report

Vehicle

2007 Ford Focus SE 4 DR Sedan
 4cyl Gasoline 2.0
 4 Speed Automatic

Options

AM/FM CD Player	Air Conditioning	Alarm System
Center Console	Dual Airbags	Intermittent Wipers
Keyless Entry System	Lighted Entry System	MP3 Player
Overhead Console	Power Brakes	Power Door Locks
Power Mirrors	Power Steering	Power Windows
Rear Window Defroster	Rem Trunk-L/Gate Release	Split Folding Rear Seat
Theft Deterrent System	Tinted Glass	Velour/Cloth Seats

Line	Part Description	Supplier Part Number	Substituted For OEM Part Number		Supplier Code	CLS	SRC
1	Cover,Front Bumper	FO1000572C	6S4Z17D957DA	>	1	C	1
4	Headlamp Assy,Halogen LT	FO2502210C	7S4Z13008D	>	1	C	1
5	Headlamp Assy,Halogen RT	FO2503210C	7S4Z13008C	>	1	C	1
15	Panel,Hood	FO1230246PP	4S4Z16612AB	>	1	C	1

> = ESTIMATE TOTAL IS BASED ON PRICE QUOTED BY THIS SUPPLIER

Key to Classification / Source Codes

CLS = Classification Code

C - CAPA CERTIFIED PART QUOTED BY LISTED SUPPLIER
 M - REMANUFACTURED / REBUILT PART
 R - RECONDITIONED PART
 S - OEM SURPLUS PART

SRC = Source Code

1 - NON ORIGINAL EQUIPMENT MANUFACTURER PART
 3 - ORIGINAL EQUIPMENT MANUFACTURER (OEM) PART

Detailed Distributor List

1	PXN0606	KEYSTONE NWCPP CERT 822 CENTRAL AVENUE LINTHICUM, MD 21090	(800)390-4600 (410)636-4600
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Audatex Estimating 6.0.726 S4 12/06/2012 12:27 PM REL 6.0.726 DT 04/01/2011 DB 11/08/2012
 Zip Code: 25405 Search Area:

Geo 25401

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*** SUPPLEMENT RECONCILIATION ***

Supplement S4

Claim # : [REDACTED]
File # : [REDACTED]
Insured: [REDACTED]
Owner Name: [REDACTED]
Company: ROMANS BODY SHOP INC
Vehicle: 2007 Ford Focus SE 4 DR Sedan

Insured Policy # : ENCOMPASS
Claim Rep:
Inspection Date/Time: 12/31/2010 08:26 AM

Actual Supplement 4 Net Total

\$0.00+

Summary

	Net Total	Date	Time	Appraiser
Supplement 3	\$5,404.69	01/17/2011	02:32 PM	ROMANS BODY SHOP INC
Supplement 4	\$5,404.69	04/29/2011	10:53 AM	ROMANS BODY SHOP INC



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05/21/2010

BB&T

[REDACTED]
MARTINSBURG WV [REDACTED]

Congratulations. Your loan, number [REDACTED], has been paid in full.

If this loan was secured by collateral, BB&T will release the lien by following state-specific guidelines. Examples of lien release processes are provided below:

- **Vehicles or Boats**
Depending upon the state where the vehicle or boat is registered, one of the following may occur:
 - In most states, a new title will be issued by the Department of Motor Vehicles.
 - In the state of Florida, the electronic lien will be removed without notification to the vehicle owner.
 - A title signed by a BB&T representative indicating permission to release the lien may be attached.
- **Real Estate**
 - BB&T has requested the office of the city or county register of deeds, as appropriate, to cancel its lien on the pledged property.
- **Marine Vessels**
 - BB&T has asked the Coast Guard to cancel its lien on the pledged marine vessel.
- **Aircraft**
 - BB&T has asked the Federal Aviation Administration to cancel its lien on the pledged aircraft.
- **Negotiable Collateral (Stocks, Certificates of Deposit, Savings Accounts, Life Insurance)**
 - Please contact your local BB&T account officer to acquire the negotiable documents.
- **Personal Property (Equipment, Inventory, Accounts Receivable)**
 - Please contact your local BB&T account officer to assist you in canceling the lien.

If you have any questions regarding your collateral documents, please contact your local BB&T account officer or nearest BB&T financial center.

Now that you are no longer making monthly payments on this loan, we invite you to consider turning your monthly loan payment into a monthly deposit to a savings account. BB&T offers a variety of personal and business savings accounts and certificates of deposit designed to fit your savings objectives. Saving with BB&T is easy, because with just a small monthly contribution, you can sit back, relax and watch your savings grow!

To open your new savings account or to learn more about other BB&T products and services, stop by your local BB&T financial center, call 1-800-BANK BBT (1-888-226-5228) or visit BBT.com.*

Thank you for banking with BB&T. We look forward to many opportunities to serve you in the future.

Loan Services

3999656

BB&T, Member FDIC. Only deposit products are FDIC insured. *Certificates of deposit can only be opened through BB&T financial centers. A penalty may be imposed for early withdrawal from CDs. Only retail savings accounts can be opened through BBT.com.

FOR DIVISION USE ONLY

DEPARTMENT OF TRANSPORTATION
DIVISION OF MOTOR VEHICLES

3999656

R	N	T	E
CLASS			
LICENSE #			
MAKE	YEAR		
EXP DATE			



CERTIFICATE OF TITLE TO A MOTOR VEHICLE

The Division of Motor Vehicles of West Virginia certifies that pursuant to an application under oath and in substance prescribed by the laws of West Virginia and filed with said Division, the applicant, whose name and address first hereinbelow appear, has been registered in the office of said Division as the lawful owner of the vehicle/boat hereinafter described, or is otherwise entitled to have said vehicle/boat registered in the name of said applicant, that is to say:

05	ODOMETER READING	15296	ACTUAL
15	MAKE/BODY	YEAR MODEL	VEHICLE/BOAT IDENTIFICATION NO.
08	FORD	2007	2636
	4D	1FAFP34N07W	05/05/2008

[Redacted Address]

MARTINSBURG WV

0133

Said Division further certifies that from said verified application it appears the above described vehicle/boat is subject to the lien and encumbrance described below, and none other, that is to say:

FIRST LIEN
Name and mail address of lienholder
BRANCH BANKING AND TRUST COMPANY
PO BOX 1290
WHITEVILLE NC
28472-1290

RELEASE
This lien fully paid, satisfied and released on
this the 14 day of June 20 10
B.B.H.
Name of Lienholder
Signature of person or officer

04/28/2008
AMBER C BENNETT
NOTARY PUBLIC
COLUMBUS COUNTY
NORTH CAROLINA
My commission expires on

14 day of June 20 10
Amber C Bennett
33 day of July 20 10
RELEASE
This lien fully paid, satisfied and released on
this the ___ day of ___, 20__

SECOND LIEN
Name and mail address of lienholder

RELEASE
Name of Lienholder
Signature of person or officer

taken, subscribed and sworn to before me this the ___ day of ___, 20__
Notary Public
My commission expires on ___ day of ___, 20__

Witness the corporate name of the Division of Motor Vehicles of West Virginia and the seal of said Division the day of year set beneath the name of the applicant in the Certificate.



DIVISION OF MOTOR VEHICLES

WV-7296422

DO NOT ACCEPT THIS TITLE UNLESS IT CONTAINS AN EAGLE WATERMARK. HOLD TO LIGHT TO VIEW.

Sale Price \$ Trade In \$ Net Cost \$ 5% Tax \$

Name of Purchaser Address

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

No Tenths CAUTION! READ CAREFULLY BEFORE YOU CHECK A BLOCK 1. The mileage stated is in excess of its mechanical limits. 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

Signature(s) of Seller(s) / Dealer Printed Name(s) of Seller(s) / Dealer Dealer's Certificate No. Date of Sale

"I am aware of the above odometer certification made by the seller."

Signature(s) of Buyer(s) Printed Name(s) of Buyer(s) Warning: This Application Must Not Be Signed Unless The Name And Address Of The Purchaser Appears Above

1st RE-ASSIGNMENT BY DEALER ONLY Sale Price \$ Trade In \$ Net Cost \$ 5% Tax \$

The undersigned dealer hereby certifies that the vehicle/boat described in this title has been transferred to the following printed name and address:

Name of Purchaser Address

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

No Tenths CAUTION! READ CAREFULLY BEFORE YOU CHECK A BLOCK 1. The mileage stated is in excess of its mechanical limits. 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

Signature Dealer/Agent Printed Name of Dealer/Agent Dealer's Certificate No. Date of Sale

"I am aware of the above odometer certification made by the seller."

Signature(s) of Buyer(s) Printed Name(s) of Buyer(s)

2nd RE-ASSIGNMENT BY DEALER ONLY Sale Price \$ Trade In \$ Net Cost \$ 5% Tax \$

The undersigned dealer hereby certifies that the vehicle/boat described in this title has been transferred to the following printed name and address:

Name of Purchaser Address

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

No Tenths CAUTION! READ CAREFULLY BEFORE YOU CHECK A BLOCK 1. The mileage stated is in excess of its mechanical limits. 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

Signature Dealer/Agent Printed Name of Dealer/Agent Dealer's Certificate No. Date of Sale

"I am aware of the above odometer certification made by the seller."

Signature(s) of Buyer(s) Printed Name(s) of Buyer(s)

3rd RE-ASSIGNMENT BY DEALER ONLY Sale Price \$ Trade In \$ Net Cost \$ 5% Tax \$

The undersigned dealer hereby certifies that the vehicle/boat described in this title has been transferred to the following printed name and address:

Name of Purchaser Address

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked."

No Tenths CAUTION! READ CAREFULLY BEFORE YOU CHECK A BLOCK 1. The mileage stated is in excess of its mechanical limits. 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

Signature Dealer/Agent Printed Name of Dealer/Agent Dealer's Certificate No. Date of Sale

"I am aware of the above odometer certification made by the seller."

Signature(s) of Buyer(s) Printed Name(s) of Buyer(s)

TRANSFER AND TRADE-IN INFORMATION Sale Price \$ Trade In \$ Net Cost \$ 5% Tax \$

(Credit allowed only on vehicles/boats registered in WV and tax has been paid by applicant)

Description of vehicle/boat traded in: 1. Make Year VIN No. Title No. 2. Make Year VIN No. Title No.

Registration plates exchanged or transferred from: Make Year VIN No. License No.

LIENHOLDER INFORMATION (FEE: \$5.00) Amount \$ Kind Lienholder

Date of Lien Address of Lienholder

INSURANCE STATEMENT INSURANCE MUST BE IN EFFECT WHEN APPLICATION IS RECEIVED. Effective Date of Insurance Policy: From to Name of Insurance Company Name of Agent Insurance Policy Number

BUYER'S CERTIFICATE OF TITLE (Name of Buyer(s) to be entered legibly and exactly as it is to appear on new Certificate of Title) Buyer(s) Name Address IF THE TITLE READS "AND," SIGNATURES OF BOTH OWNERS MUST APPEAR "I hereby certify under penalty of perjury, a false swearing that the statements made herein are true and correct to the best of my knowledge and belief." Signature(s) of Buyer(s) Date

NO ADDITIONAL RE-ASSIGNMENTS PERMITTED

INSTALLMENT SALE CONTRACT AND SECURITY AGREEMENT (WEST VIRGINIA)

Last Name _____ First Name _____ Loan Number _____
 Promise to Pay: You promise to pay us the Amount Financed shown below, with interest from the date of this contract at the Annual Percentage Rate shown below, until paid in full.

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you if you pay as scheduled	Amount Financed The amount of credit provided to you or on your behalf	Total Payments The amount you will have paid when you have made all payments as scheduled	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ 7000.00
7.79 %	\$ 1589.34	\$ 7408.86	\$ 8998.20	\$ 16798.20

Payments: You will repay this contract in 60 consecutive monthly payments of \$ 149.97 commencing JUL 12 2008.

Security Interest: You give us a security interest in the property being purchased.
 Prepayment: If you pay off early, you will not have to pay a prepayment penalty.
 Late Charge: If you fail to make any payment within 10 days after its due date, you will pay a late charge of 5% of the unpaid amount of the installment, not to exceed \$15.
 Other Terms: You must refer to the reverse side of this form for additional information about nonpayment, default, and any required repayment of this obligation in full before the scheduled date.

Itemization of Amount Financed	
1. Cash Price of Vehicle	4. Other Items Financed
a. Vehicle Cash Price \$ 14356.00	(Seller may retain a portion of these amounts.)
b. Sales Tax \$ 677.80	a. To: <u>N/A</u> \$ <u>N/A</u>
c. Title & Tags \$ 73.06	(for negative trade equity) \$ <u>N/A</u>
d. Other Official Fees \$ 53.06	b. Credit Life Insurance \$ <u>N/A</u>
e. Total Cash Price \$ 15159.86	c. Accident & Health Insurance \$ <u>N/A</u>
2. Down Payment	d. Vendor's or Lender's Single Interest Insurance \$ 49.00
a. Cash \$ 7000.00	e. Optional Service Contract \$ <u>N/A</u>
b. Trade-in Allowance \$ 800.00	To: <u>N/A</u>
Less: Amount Owing \$ <u>N/A</u>	<u>N/A</u> <u>N/A</u>
Net Trade-in: (negative entry "D" and see 4e) \$ 800.00	Term Deductible
Trade-in: FORD ESCORT 1999	f. Debt Cancellation Coverage: \$ <u>N/A</u>
Make Model Year	To: <u>N/A</u>
c. Total Down Payment \$ 7000.00	g. To: <u>N/A</u> \$ <u>N/A</u>
3. Unpaid Balance \$ 7359.86	
4. Total Other Items Financed \$ 49.00	
5. Amount Financed \$ 7408.86	

Credit Life/Accident & Health Insurance: You are not required to purchase credit life or accident and health insurance.

Type	Premium	Signature(s)
Credit Life { Single Joint	\$ <u>N/A</u>	By signing, you select credit life insurance.
	\$ <u>N/A</u>	
Accident and Health	\$ <u>N/A</u>	By signing, you select accident and health insurance.

Property Insurance: You may obtain property insurance from anyone acceptable to Seller.
 Debt Cancellation Coverage: You are not required to purchase debt cancellation coverage. The fee for debt cancellation coverage is \$ N/A. By signing, you request debt cancellation coverage.
 Vendor's or Lender's Single Interest Insurance: You are required to obtain this insurance. You may obtain this insurance from any agent and insurer of your choice that is acceptable to us. If you obtain this insurance through us or someone of our choosing, you will pay \$ 49.00.

Contract: You agree to purchase the following property, subject to the terms and conditions contained on both sides of this contract:

New Demo.	Year	No.	Make	Model Number	Manufacturer's	Mileage
Used	Model	Cyl.	Trade Name	or Series	Serial No.	
USED	2007		FORD	FOCUS SE	1FAFP34H07H	15296

Radio Auto Trans. Manual Trans. Pwr. Steering Pwr. Brakes Pwr. Windows Air Conditioning Key Number

This sale is contingent upon financing on terms which are satisfactory to the parties. You grant to the Seller a security interest in the form of a recorded first lien on the title to the property, or in accordance with the Uniform Commercial Code.
 Used Car Buyers Guide: The information 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.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

Receipt: On 28th day of APRIL, 2008, you acknowledge that you have read and received an exact copy of this contract and you agree to be jointly and severally bound by its terms, including those that appear on the reverse side. Seller witnesses the following signatures and assigns the contract without recourse unless otherwise noted on the reverse side.

KENT PARSONS FORD, INC
 Seller
 By [Signature]
 Authorized Signature
 PO BOX 783
 Address
 HARTINSBURG WV 25402

Buyer #1 Printed Name _____ Signature _____
 Address _____
 Buyer #2 Printed Name _____ Signature _____
 Address _____

Non-Buyer Co-Owner of Security: You agree to be fully bound by the security interest provisions of this contract, waive presentment, demand and notice of dishonor, and agree to any extension or extensions of time that may be granted in connection with this contract.

Printed Name _____ Signature _____ Street _____ City _____ State _____ Zip Code _____

ADDITIONAL TERMS (WEST VIRGINIA)

Simple Interest: This is a simple interest note. Interest will accrue on the unpaid loan balance on a daily basis. Payments will be applied first to accrued interest, then to principal, then to late charges, if any. Monthly payments made before or after the due date will affect the amount of interest paid. The final payment may be more or less than the originally scheduled amount, depending on the timing of earlier payments relative to their scheduled due dates. Notification of the final payment amount will be mailed.

Definitions: "You," "your" and "yours" refer to the Buyer(s). "I," "we," "me" and "us" refer to the Seller or the Sellers and anyone to whom the Seller assigns this contract.

Security; Ownership and Care of Property: You also give us a security interest in any parts or things you add to the property described on the front of this agreement, as well as in any unearned insurance premiums and/or service contracts. We will keep title to the property until you have repaid your contract. During this time, you agree not to sell, lease or give the property to anyone else, nor allow anyone to obtain a claim, lien, or security interest against it. You agree to use it carefully and keep it in good repair. You agree not to move the property from any of the addresses listed on the front of this agreement, except for temporary periods or upon written notice to us and with our written approval. You agree not to use or permit anyone to use the property as a tax cab or delivery vehicle or in violation of any law.

Insurance; Taxes: You shall remain bound by this agreement even if the property is lost or damaged. You agree to maintain collision and comprehensive insurance and otherwise insure the property against risks as we may require. The insurance policies must name us as the loss payee. The policies must also say that we will be notified within ten days if the insurance is canceled. You shall deliver the policies to us at our request. If the property is lost or damaged, we may use the insurance proceeds to repair or replace it, or to repay any amounts you owe us. We may act on your behalf in making and settling insurance claims and we may sign your name(s) on any drafts drawn by the insurers. You shall pay all taxes and fees on the property when due. If you fail to do so, we shall have the right (but no obligation) to insure the property or pay any tax or fee and you shall reimburse us with interest at the annual percentage rate you are paying on this contract. Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The cost of the insurance may be added to your total outstanding balance or obligation. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

Prepayment: You have the right to repay the unpaid balance in full or in part at any time without penalty.

Default and Repossession: You will be in default:

1. If you fail to make any payment within 10 days of its due date.
2. If you break any other promise you have made to us in this agreement or in connection with any other loan agreement with us.
3. If you die, become insolvent, or any of your property is the subject of a proceeding in bankruptcy, receivership or reorganization.
4. If any property securing this loan is lost, stolen, substantially damaged, destroyed, sold, or confiscated by government authorities.
5. If you make any false or misleading statement(s) in connection with this loan.

If you are in default, you may have the right to cure the default under West Virginia law. If you have such a right, we will send you notice of this right as required by law. Subject to any right you may have to cure the default, we may consider all remaining payments to be due and payable. Subject to any right to cure that you may have, you agree that our rights of possession will be greater than yours. Subject to any right to cure that you may have, you will deliver the property to us at our request, or we may use lawful means to take it ourselves without notice or other legal action. We may sell the property after giving proper notice to you at your most recent address on our records. We may apply the proceeds of the sale toward what you owe us. To the extent permitted by West Virginia law, you agree to pay the difference between the sale proceeds and what you owe us. We may claim benefits under any insurance policies and/or service contracts and terminate them to obtain refunds for unearned charges.

We may add to what you owe us any reasonable fees paid for the costs of repossession, storage and sale.

Trade-In: You certify that you own free and clear, except as disclosed to us, any trade-in property described on the front of this agreement. If the itemization of Amount Financed includes an Amount Owed on a trade-in vehicle, we are paying off this amount on your behalf and this amount is reflected in the amount you owe under this contract.

Dishonored Check Fee: If any payment made under this contract by check or by electronic funds transfer is dishonored or returned unpaid for any reason, you agree to pay us a dishonored check fee of \$25.00.

Law That Applies; Other Terms: West Virginia law governs this agreement. If we excuse one default by you that will not excuse later defaults. Your heirs and representatives will also be bound by this agreement. If any part of this contract becomes illegal or unenforceable, that illegality or unenforceability shall not affect the remainder of the contract.

NOTICE

ANY HOLDER OF THIS CONSUMER CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF THE GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ASSIGNMENT

Seller sells and assigns this installment sales contract and security agreement and all Seller's right, title and interest in the motor vehicle herein described to Branch Banking and Trust Company, ("Lender"). Seller represents and warrants that this agreement arose from the sale of the motor vehicle, and is genuine, accurate, enforceable, and the only agreement executed by Buyer for the motor vehicle; that Buyer is of the age of majority and otherwise had legal capacity to contract; that Lender shall have a valid first lien on the motor vehicle sold under this agreement; executed by Buyer for the motor vehicle agreement; that all statements contained in this agreement and in the Buyer's credit application are true and correct to the best of Seller's knowledge and belief; that the motor vehicle has been delivered to and accepted by Buyer, that Seller knows of no defense, setoff or counterclaim available to Buyer; that no consideration other than the motor vehicle described has been or will be advanced to Buyer in connection with this transaction; and at the time of sale, Seller was vested with absolute title or absolute authority to sell the vehicle to Buyer free of all liens or security interests of any person. Seller agrees to indemnify and hold Lender harmless from all loss, expense and liability incurred from any breach of Seller's warranties above or incurred because of any claim or violation of any federal, state or local statute, rule or regulation, regardless of Seller's knowledge or lack of knowledge thereof and regardless of Lender's knowledge or lack of knowledge thereof, including, but not limited to, those related to truth-in-lending disclosures, unfair or deceptive acts or practices and equal credit opportunity, and in accordance with and subject to the terms and conditions checked below:

- WITHOUT RECOURSE**
- WITH RECOURSE:** Undersigned guarantees prompt and full performance of all the undertakings and obligations thereunder of the Buyer therein named.
- FULL REPURCHASE:** Without recourse except that undersigned agrees to repurchase the motor vehicle, the unpaid portion of the purchase price of which is represented by this agreement, subject to the terms of Lender's agreement with the undersigned.
- PARTIAL REPURCHASE:** Without recourse, except that if the motor vehicle is repossessed, with an unpaid portion of purchase price as represented by the within agreement, undersigned will pay such unpaid balance of the purchase price and create the



ENCOMPASS.
INSURANCE.

9022 Heritage Parkway, P.O. Box 8400, Woodridge, IL 60517-8914

242 / 1918.6050

encompassinsurance.com

Rita Fowler, SCLA
Claims Technician

Telephone (630) 972-2435
(800) 262-5238 x2435
Facsimile (866) 434-1527
Internet Rita.Fowler@encompassins.com

April 4, 2011

[Redacted]

MARTINSBURG WV [Redacted]

Claim Number: [Redacted]
Date of Loss: 12/28/2010
Location of Loss: Clear Brook, VA
Policyholder: [Redacted]
Policy Number: [Redacted]
Policy Term: 08/22/2010 – 08/22/2011
Insuring Company: Encompass Indemnity Company

Dear [Redacted]

Thank you for the opportunity to have served you in the handling of your claim. Your claim should have been settled by now and any appropriate checks should have been issued. We trust that we have met and hopefully exceeded your service expectations.

We appreciate the confidence you have placed with Encompass Insurance.

If you have any questions, please give me a call. If I am not available at the time of your call, please leave your name and phone number. I will return your call as soon as possible.

Sincerely,

Rita Fowler, SCLA

CC:



encompassinsurance.com

9022 Heritage Parkway, P.O. Box 8400, Woodridge, IL 60517

Rita Fowler
Medical Payment Processor
Telephone (800)262-5238 x2435
(630)972-2435
Facsimile (866)434-1527
Internet Rita.Fowler@encompassins.com

January 17, 2011

[REDACTED]
MARTINSBURG WV [REDACTED]

Claim Number: [REDACTED]
Date of Loss: 12/28/2010
Location of Loss: Clear Brook, VA
Insured: [REDACTED]
Insuring Company: Encompass Indemnity Company

Dear [REDACTED]

Thank you for continuing to work with Encompass Insurance on this Medical Payment claim.

Currently:

We are awaiting the signed Med/Wage Authorization.

We will inform you of the status of the claim until it is concluded. If you have any questions, feel free to contact me at the telephone number listed above.

Sincerely,

Rita Fowler



Office of the General Counsel

Ford Motor Company
Product Claims Department
P.O. Box 70
Dearborn, Michigan 48121-0070

November 19, 2012

[REDACTED]
Martinsburg, WV [REDACTED]

RE: 2007 Focus
VIN: 1FAFP34N07W [REDACTED]

Dear [REDACTED]

Your claim has been forwarded to me for review. We thank you for the opportunity to address this concern in a fair and timely manner.

If you have turned any portion of this matter over to your insurance company and should your insurance company wish to pursue a claim with Ford Motor Company, please have your insurance company contact us in writing at the address noted above notifying us of their intent to pursue subrogation.

If you intend to pursue a claim directly, we request that you provide us with all the following information by completing and returning this form:

To begin our evaluation, we will need the following documents:

- A copy of the police/fire report.
- A copy of the title and vehicle registration.
- A separate sheet of paper providing a complete description of the incident.
- Medical records for each person alleged injured from all treating physicians/facilities.
- Medical bills for each person alleged injured from all treating physicians/facilities.
- Original photographs or laser copies of the vehicle's collision/fire damage from several different angles; include your name and the last 6 digits of your VIN# on the back of each photograph.
- Original photographs or laser copies of the inside of vehicle showing the steering wheel, dash and roof areas; include your name and the last 6 digits of your VIN# on the back of each photograph.
- A copy of your expert's report and the expert's original photographs.
- Repair estimate, repair order, a total loss worksheet with copies of draft payments.
- Complete service history for vehicle including maintenance items.
- A statement from insurance company indicating there are no pending claims and the reason for the denial.

For each person alleged injured provide the following: (If there are additional names
Continue on back.)

Full Legal Name:

Full Legal Name:

Address: _____

Address: _____

Spouse's Name: _____

Spouse's Name: _____

DOB: _____

DOB: _____

Soc Security#: _____

Soc Security#: _____

Gender: _____

Gender: _____

Occupation: _____

Occupation: _____

Injury: _____

Injury: _____

Health Insurance Provider:

Health Insurance Provider:

Is the injured party receiving Medicare benefits _____

If so, state the name of the person(s) _____

Is the injured party receiving Worker Compensation benefits _____

If so, state the name of the person(s) _____

Has the injured party received more than 24 months of social security disability benefits prior
to the incident _____

If yes, state the name of the person(s) _____

Due to Medicare reporting requirements, we cannot evaluate your claim until you provide the
above requested information. If it is determined that you are a Medicare beneficiary, please be
aware that pursuant to the Medicare Secondary Payer Act (MSP) Medicare has a statutory right to
recover any conditional payments it has made with respect to your injury. Further, should a
settlement be reached in this claim, Ford will not enter into any settlement agreement until Ford
has been assured that Medicare's interests are protected.

1. What are you seeking from Ford Motor Company in this matter?

2. What is the alleged defect? _____

3. Has the alleged defective part been repaired or replaced? (circle one) Yes or No

4. What was the city, state and date of occurrence: _____

5. What was the mileage at time of occurrence: _____

6. List all after market additions or modifications that were made to the vehicle:

7. Was the engine running? (circle one) Yes or No

8. Were the keys in the ignition? (circle one) Yes or No
9. Was this vehicle purchased new or used: _____
10. If purchased used, provide the date of purchase, mileage at the time of purchase, and from whom the vehicle was purchased:

11. Please provide the current location of the vehicle (you may need to contact your insurance company to provide this information).

12. Has an insurance company been advised of this incident? Yes No
13. If yes, please provide name, address and phone number of insurance company and adjuster's name and claim number.

14. Please provide the names and contact information of any witnesses to the incident.

Ford Motor Company is committed to providing you with a fair and timely response, so please note that we need all the information requested above to evaluate this matter. Your concern cannot be evaluated until all the above information is submitted. Please feel free to provide any other additional information that may be helpful to us in evaluating this matter.

Once we are in receipt of all the requested information, it will be thoroughly reviewed and you will be notified of our decision concerning your claim. In most instances this review can be done in 90 days; if we are unable to complete the analysis within this time, we will contact you.

Should you not send all of the requested information and materials within 90 days, we will assume that you are not interested in pursuing a claim and we will close our file. Please note that your vehicle will not be inspected until all the above information has been submitted and a determination has been made as to whether an inspection is warranted. If your vehicle is accruing storage charges, you should immediately make arrangements to move it to a facility that will not charge you for storage.

Please be advised that in the event this matter ends up in litigation, Ford Motor Company has the right to inspect the vehicle and remove and test any component part that you claim to be defective, and to be presented with the vehicle and the subject component part(s). If you propose to repair the vehicle or conduct any other repairs you believe are related to this incident, such repairs may not be performed until after Ford Motor Company has conducted an inspection that may include the removal and testing of any component part that you claim is defective. If you want to repair your vehicle before we are able to physically inspect the vehicle or relevant component, please submit a written request to me.

Thank you for your prompt attention to this matter.

Sincerely,

Michelle Hull
Product Claims Team Leader



encompassinsurance.com

8022 Heritage Parkway, P.O. Box 8100, Woodridge, IL 60517

Rita Fowler
Medical Payment Processor
Telephone (800)262-5288 x2435
(630)872-2435
Facsimile (630)434-1827
Internet Rita.Fowler@encompassins.com

January 17, 2011

[REDACTED]
MARTINSBURG|WV [REDACTED]

Claim Number: [REDACTED]
Date of Loss: 12/28/2010
Location of Loss: Clear Brook, VA
Insured: [REDACTED]
Insuring Company: Encompass Indemnity Company

Dear [REDACTED]

Thank you for continuing to work with Encompass Insurance on this Medical Payment claim.

Currently:

We are awaiting the signed Med/Wage Authorization.

We will inform you of the status of the claim until it is concluded. If you have any questions, feel free to contact me at the telephone number listed above.

Sincerely,

Rita Fowler

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

BELL/ROBINSON FINANCIAL

PHONE: 304-287-2717 FAX: 304-287-6831

FACSIMILE TRANSMITTAL SHEET

TO: Rita

FROM: Chris Bell.

COMPANY: Encompass.

DATE: 1-25-11.

FAX NUMBER: 800+434-1527

TOTAL NO. OF PAGES, INCLUDING COVER: 4.

PHONE NUMBER:

SENDER'S REFERENCE NUMBER:

RE:

YOUR REFERENCE NUMBER:

URGENT | FOR REVIEW | PLEASE COMMENT | PLEASE REPLY | PLEASE RECYCLE
NOTES/COMMENTS:

65 MERIDIAN PARKWAY, SUITE 111
MARTINSBURG, WV 25404

Automated Claim Payment Information System. Please have your Tax ID available.

Copy(s) of this Explanation of Benefits has been sent to:
KING PHYSICAL THERAPY, 772 FOXCROFT AVE STE 14 MARTINSBURG, WV, 25401-1838



Mitchell Sabat
MedPay/PIP Front Line
Performance Leader
Phone: 630-972-2415
Fax: 630-972-6106
Email: Mitchell.Sabat@
Encompassins.com

January 23, 2012

State Of West Virginia
Offices of the Insurance Commissioner
Consumer Service Division
1124 Smith Street
Charleston, West Virginia 25305

Our Insured: [REDACTED]
Our Claim Number: [REDACTED]
Policy Number: [REDACTED]
Date of Loss: 12/28/2010
Insuring Company: Encompass Indemnity Company
Complainant: [REDACTED]
Your Reference Number: 34369
NAIC # [REDACTED]
Fein # [REDACTED]

Attn: Cindy Buckner

Dear Examiner:

We have received the Department's inquiry dated December 20, 2011.

I have reviewed the file and [REDACTED] is our policyholder insured under policy number [REDACTED] with Encompass Indemnity Company. The policy is effective from 8/22/10 through 8/22/11. The policy carried the following coverage's, \$100,000/\$300,000 for Bodily Injury, \$5,000 for Medical payments, \$100,000 for Property damages and \$50,000/\$100,000 for Underinsured & Uninsured motorist coverage & \$50,000 Uninsured motorist property damage. The policy also had carried a \$500.00 deductible for the Comprehensive and Collision and \$50.00 towing reimbursement.

The loss occurred on December 12/28/10 and reported to our office on 12/29/10. The loss occurred in Clear Brook, Virginia on Rte 11 Martinsburg Pky. Our description of the loss facts as reported were that [REDACTED] was driving her 2007 Ford Focus and rear-ended a vehicle that was stopped at a red traffic signal.

My review of [REDACTED] medical claim was that we have paid all the bills we have received and to date we have paid \$4531.50 of the available \$5,000.00 policy limit. Currently there is \$468.50 of available benefits under the Medical payment portion of the policy. I have contacted the insured, [REDACTED] and advised that we have paid the above amounts under her medical payment portion of the policy. I would have a representative follow-up with Kings Physical Therapy for any additional bills we may have not received and issue payment up the remaining amount. I explained to [REDACTED] that the bodily injury coverage in her policy is a third party coverage that applies to individuals who were injured in the other vehicle and explained that would not apply to any settlements to her.



ENCOMPASS
INSURANCE

I have attached all the medical bills we have paid as well as the payments that were issued to date for your review.

I apologize that [REDACTED] is still experiencing pain and discomfort from her injuries from this accident. Hopefully, the explanation will sufficiently respond to your inquiries regarding this complaint. If you have any further questions, or require any further explanation regarding the processing of this claim, please feel free to contact me.

Sincerely,

Mitchell Sabat
MedPay/PIP Frontline
Performance Leader

CC: [REDACTED]



ENCOMPASS.
INSURANCE

Mitchell Sabat
MedPay/PIP Front Line
Performance Leader
Phone: 630-972-2415
Fax: 630-972-6106
Email: Mitchell.Sabat @
Encompassins.com

January 23, 2012

State Of West Virginia
Offices of the Insurance Commissioner
Consumer Service Division
1124 Smith Street
Charleston, West Virginia 25305

Our Insured: [REDACTED]
Our Claim Number: [REDACTED]
Policy Number: [REDACTED]
Date of Loss: 12/28/2010
Insuring Company: Encompass Indemnity Company
Complainant: [REDACTED]
Your Reference Number: [REDACTED]
NAIC # [REDACTED]
Fein # [REDACTED]

Attn: Cindy Buckner

Dear Examiner:

We have received the Department's inquiry dated December 20, 2011.

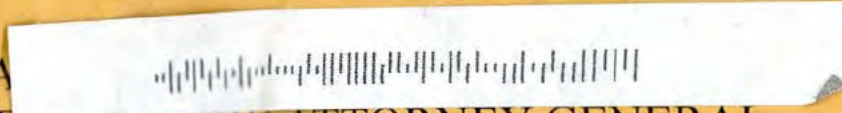
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STATE OF WEST VIRGINIA
 OFFICE OF THE ATTORNEY GENERAL
 P.O. BOX 1789
 CHARLESTON, WV 25326-1789



653401 EP

FIRST CLASS MAIL
 -- FROM --
 STATE OF WEST VIRGINIA
 OFFICE OF THE ATTORNEY GENERAL
 Consumer Protection/Antitrust Division
 P.O. Box 1789
 Charleston, West Virginia 25326-1789

To:
 National Highway Traffic Safety
 Administration
 1200 New Jersey Avenue, SE
 West Bldg.
 Washington, DC 20590

13/10/2012

*Defects
AM*

To protect the privacy of individuals, NHTSA does not make medical records available to the public without authorization. For this reason, documents falling into this category have not been included in this complaint record.