

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF GEORGIA
MACON DIVISION

NICHOLUS JOHNSON, TAMARA
EWING, KOSMOE MALCOM,
KWANZA GARDNER, AQUEELAH
COLEMAN, and TODRA
WASHINGTON, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

GEICO INDEMNITY COMPANY,
GOVERNMENT EMPLOYEES
INSURANCE COMPANY, and GEICO
GENERAL INSURANCE COMPANY,
Maryland corporations,

Defendants.

CIVIL ACTION

FILE NO.: 5:20-cv-00165-MTT

THIRD AMENDED CLASS ACTION COMPLAINT

Plaintiffs, Nicholus Johnson (“Johnson”), Tamara Ewing (“Ewing”), Kosmoe Malcom (“Malcom”), Kwanza Gardner (“Gardner”), Aqueelah Coleman (“Coleman”), and Todra Washington (“Washington”) (collectively “Plaintiffs”), on behalf of themselves and all other similarly situated, file this third amended class action complaint pursuant to the Court’s August 5, 2022 Order (Doc. 107) against GEICO Indemnity Company (“GEICO Indemnity”), Government Employees Insurance Company (“Government Employees), and GEICO General Insurance

Company (“GEICO General”) (collectively “GEICO” or “Defendants”), and in support thereof state the following:

NATURE OF THE CASE

1. This is a Georgia class action lawsuit by Plaintiffs, individually, and on behalf of a putative class of persons, who were insureds under GEICO private passenger auto (“PPA”) insurance policies, who submitted covered first-party total loss auto claims, and who were not paid the full taxes and fees due under the policies.

2. The GEICO PPA insurance policies (the “Policies”) insuring Plaintiffs and all putative class members (“Class Members”) have identical material language relating to coverage provided for first-party total loss claims. The materially identical language covering Plaintiffs and each Class Member is in the “form” policy attached hereto as Exhibit A.

3. The Policies require payment on total losses of “actual cash value,” which is defined by the Policies as “the replacement cost of the auto or property less depreciation or betterment.” *See* Exhibit A at 8 (Policy Form) (original emphasis omitted). Plaintiffs bring claims for breach of contract because GEICO failed to pay Plaintiffs and Class Members the mandatory replacement costs on their total loss claims.

4. Georgia law expressly requires insurers to pay applicable taxes and fees in the replacement of total loss vehicles. Ga. Comp. R. & Regs. R. 120-2-52-.06,

Total Loss Vehicle Claims (insurer shall include in total loss coverage payments “all applicable taxes, license fees and other fees incident to the transfer of ownership of a comparable automobile”).

5. These mandatory replacement costs due upon the replacement of any total loss vehicle, and therefore due under the Policies, include the Georgia title ad valorem tax (“TAVT”) (which replaced Georgia’s mandatory auto sales tax in 2013), a minimum title transfer fee of \$18.00, and a minimum license plate transfer fee of \$5.00.

6. GEICO breached the Policies and Georgia law by failing to pay the mandatory replacement costs of TAVT, title transfer fees, and/or license plate transfer fees on first-party covered total loss claims.

7. Base value is market value of a similar make, model, and condition vehicle. In adjusting a total loss claim, GEICO determines, *inter alia*, the base value and adjusted value of the total loss vehicle. Plaintiffs do not dispute GEICO’s determination of the values of total loss vehicles for purposes of determining the vehicle value component of total loss claims. Because there is no dispute relating to property value, there is no vehicle valuation issue that could be resolved by appraisal. Instead, the only disputes raised in this lawsuit are related to insurance coverage: i.e., whether the Policies required GEICO to include TAVT, title transfer fees, and/or license plate transfer fees on payments for covered total loss claims, and the amounts

of TAVT, title transfer fees, and license plate transfer fees. Whether the Policies required payment of such fees, and the amounts of such fees, are solely questions of law, and are not proper questions for appraisal.

THE PARTIES

8. Plaintiff Ewing is and was domiciled in Fulton County, Georgia, and was a Georgia citizen at all times relevant to this lawsuit.

9. Plaintiff Johnson is and was domiciled in Dougherty County, Georgia, and was a Georgia citizen at all times relevant to this lawsuit.

10. Plaintiff Malcom is and was domiciled in Rockdale County, Georgia, and was a Georgia citizen at all times relevant to this lawsuit.

11. Plaintiff Gardner is and was domiciled in Chatham County, Georgia, and was a Georgia citizen at all times relevant to this lawsuit.

12. Plaintiff Coleman is and was domiciled in DeKalb County, Georgia, and was a Georgia citizen at all times relevant to this lawsuit.

13. Plaintiff Washington is and was domiciled in Fulton County, Georgia, and was a Georgia citizen at all times relevant to this lawsuit.

14. GEICO Indemnity at all relevant times is and was a foreign corporation located in, incorporated in, and with its principal place of business in Maryland. GEICO Indemnity transacts business in Georgia and has its total loss salvage

department, total loss claims handling, and maintains much of the documents and data relevant to this case in this district and division.

15. Government Employees at all relevant times is and was a foreign corporation located in, incorporated in, and with its principal place of business in Maryland. Government Employees transacts business in Georgia and has its total loss salvage department, total loss claims handling, and maintains much of the documents and data relevant to this case in this district and division.

16. GEICO General at all relevant times is and was a foreign corporation located in, incorporated in, and with its principal place of business in Maryland. GEICO General transacts business in Georgia and has its total loss salvage department, total loss claims handling, and maintains much of the documents and data relevant to this case in this district and division.

JURISDICTION AND VENUE

17. This Court has jurisdiction over this action under 28 U.S.C. § 1332(d)(2) because (a) Plaintiffs are members of the putative class, which consists of at least 100 members; (b) Plaintiffs are Georgia citizens; (c) Defendants are Maryland citizens; and (d) the amount in controversy exceeds the sum of \$5 million exclusive of interest and costs. This Court has supplemental jurisdiction, pursuant to 28 U.S.C. § 1367, over claims for expenses of litigation made pursuant to O.C.G.A. § 13-6-11.

18. Venue is proper in this Court because Defendants are subject to personal jurisdiction in this district and division, and a substantial portion of the acts and course of conduct giving rise to the claims alleged occurred within this district and division.

STATEMENT OF FACTS

19. GEICO's Policies covered each Plaintiff and Class Member based on standardized policy language with identical material terms for collision and comprehensive coverage on first-party total loss physical damage claims. These terms are set forth in the "form" policy attached hereto as Exhibit A.

I. During the Period of Plaintiffs' Total Losses, Georgia Imposed a Title Ad Valorem Tax for Used Cars Based on the Value Set forth in the Georgia Motor Vehicle Assessment Manual for Title Ad Valorem Tax.

20. On March 1, 2013, Georgia eliminated sales tax on motor vehicle purchases and replaced the sales tax with a title ad valorem tax ("TAVT").

(b)(1)(A) Except as otherwise provided in this subsection, any motor vehicle for which a title is issued in this state on or after March 1, 2013, shall be exempt from sales and use taxes to the extent provided under paragraph (95) of Code Section 48-8-3 and shall not be subject to the ad valorem tax as otherwise required under Chapter 5 of this title. Any such motor vehicle shall be titled as otherwise required under Title 40 but shall be subject to a state title fee and a local title fee which shall be alternative ad valorem taxes as authorized by Article VII, Section I, Paragraph III(b)(3) of the Georgia Constitution.

O.C.G.A. § 48-5C-1(b)(1)(A).

21. For the period March 1, 2013 through December 31, 2019, TAVT was determined by applying the TAVT percentage rate to the fair market value of the vehicle set as of the day of purchase by the Georgia Motor Vehicle Assessment Manual for Title Ad Valorem Tax.¹ O.C.G.A. § 48-5C-1(a)(1)(A) (versions for the period 3/1/13 through 12/31/19). The applicable Georgia Motor Vehicle Assessment Manuals for the class period are at <https://dor.georgia.gov/georgia-motor-vehicle-assessment-manual-title-ad-valorem-tax> (last visited 1/19/21). The fair market value of the total loss vehicle for purposes of TAVT is not subject to appraisal because it is a set amount determined by the manual that only relates to the TAVT due on the claim. Each of the Plaintiffs' total loss vehicles have values set by the applicable assessment manuals.

22. The percentage TAVT to be applied to the assessment value for the following time periods was:

<u>Time Period</u>	<u>TAVT %</u>
3/1/13 – 12/31/2013:	6.50%
1/1/14 – 12/31/2014:	6.75%

¹ For vehicles not listed in the Assessment Manual, the fair market value for purposes of determining TAVT was set as the “value from the bill of sale or the value from a reputable used car market guide designated by the commissioner, whichever is greater, and, in the case of a used car dealer, less any reduction for the trade-in value of another motor vehicle.” O.C.G.A. § 48-5C-1(a)(1)(B) (versions for the period 3/1/13 through 12/31/19). A taxpayer can submit a written application with supporting documentation to “deviate from the fair market value in the Assessment Manual based upon mileage and condition of the used vehicle.” O.C.G.A. § 48-5C-1(a)(1)(C) (versions for the period 3/1/13 through 12/31/19).

1/1/15 – 12/31/2019: 7.00%

1/1/20 – present: 6.60%

O.C.G.A. § 48-5C-1(b)(1)(A) (all prior versions).

23. The total loss vehicles for all Plaintiffs and the great majority of Class Members are listed in the Assessment Manuals. The minimum TAVT due on the vehicle is thus easy to identify: (1) find the vehicle value listed in the Assessment Manual; (2) apply the percentage TAVT to the value.

II. GEICO Indemnity Breached Its Policy with Plaintiff Ewing By Failing to Pay Replacement Costs on Her Total Loss Claim.

24. Plaintiff Ewing entered a Georgia PPA policy agreement to be insured by GEICO Indemnity under terms contained in the “form” policy attached as Exhibit A.

25. The Policy provided physical damage coverage for Plaintiff Ewing’s 2013 Cadillac ATS Luxury RWD, VIN 1G6AB5R36D0143777 (“Ewing Vehicle”).

26. On or about May 1, 2017, Plaintiff Ewing was involved in an auto collision while operating the Ewing Vehicle. Plaintiff Ewing filed a claim with GEICO Indemnity for the Ewing Vehicle’s physical damage caused by the collision, claim number 047911412-0101-101.

27. GEICO Indemnity determined that the Ewing Vehicle was a total loss and that the claim was a covered claim.

28. GEICO Indemnity, through its vehicle valuation provider CCC Information Services, Inc., determined the Ewing Vehicle had a base value of \$17,841.00. *See* Exhibit B at 2 (Ewing Market Valuation Report). Plaintiffs do not dispute GEICO Indemnity's determination that the Ewing Vehicle had a base value of \$17,841.00 for purposes of identifying the vehicle value component of the total loss claim.

29. GEICO Indemnity subtracted the deductible of \$2,500.00 and added \$18.00 for state and regulatory fees but did not include any amount for license plate transfer fees or TAVT. GEICO Indemnity made a final payment of \$15,359.00 to Plaintiff Ewing. *See* Exhibit C (Ewing Settlement Explanation).

30. The TAVT owed on Plaintiff Ewing's claim was a minimum of \$1,239.00 because the applicable TAVT was 7% and the value of the Ewing Vehicle in the 2017 Georgia Motor Vehicle Assessment Manual for Title Ad Valorem Tax was \$17,700.00. (*See* 2017 Assessment Manual at <https://dor.georgia.gov/georgia-motor-vehicle-assessment-manual-title-ad-valorem-tax>).

31. The license plate transfer fee owed on Plaintiff Ewing's claim was \$5.00 because Georgia mandates a minimum license plate transfer fee of \$5.00.

32. GEICO Indemnity breached the Policy by failing to pay the mandatory replacement costs including the full TAVT and license plate transfer fee, which were reasonably likely to be incurred on the replacement of the total loss vehicle.

33. Plaintiff Ewing was damaged by GEICO Indemnity's breach.

III. GEICO Indemnity Breached Its Policy with Plaintiff Johnson By Failing to Pay Replacement Costs on His Total Loss Claim.

34. Plaintiff Johnson entered a Georgia PPA policy agreement to be insured by GEICO Indemnity under terms contained in the "form" policy attached as Exhibit A.

35. The Policy provided physical damage coverage for Plaintiff Johnson's 2014 Dodge Journey, VIN 3C4PDCBB0ET270939 ("Johnson Vehicle").

36. On or about August 20, 2018, Plaintiff Johnson was involved in an auto collision while operating the Johnson Vehicle. Plaintiff Johnson filed a claim with GEICO Indemnity for the Johnson Vehicle's physical damage caused by the collision, claim number 058861511-0101-024.

37. GEICO Indemnity determined that the Johnson Vehicle was a total loss and that the claim was a covered claim.

38. GEICO Indemnity, through its vehicle valuation provider CCC Information Services, Inc., determined the Johnson Vehicle had a base value of \$11,651.00, and made a "pre-loss condition adjustment" of \$1,034.00, for an adjusted vehicle value of \$10,617.00. *See* Exhibit L at 2 (Johnson Market Valuation Report). Plaintiffs do not dispute GEICO Indemnity's determination that the Johnson Vehicle had a value of \$10,617.00 for purposes of identifying the vehicle value component of the total loss claim.

39. GEICO Indemnity subtracted the deductible of \$1,000.00 and added \$18.00 for state and regulatory fees and \$743.19 for taxes but did not include any amount for license plate transfer fees. GEICO Indemnity added \$743.19. GEICO Indemnity made a final payment of \$10,378.19 to Plaintiff Johnson . *See* Exhibit M (Johnson Settlement Explanation).

40. The TAVT owed on Plaintiff Johnson's claim was a minimum of \$829.50 because the applicable TAVT was 7% and the value of the Johnson Vehicle in the 2018 Georgia Motor Vehicle Assessment Manual for Title Ad Valorem Tax was \$11,850.00. (*See* 2018 Assessment Manual at <https://dor.georgia.gov/georgia-motor-vehicle-assessment-manual-title-ad-valorem-tax>). GEICO Indemnity thus underpaid the TAVT due to Plaintiff Johnson by \$86.31 (\$829.50 - \$743.19).

41. The license plate transfer fee owed on Plaintiff Johnson's claim was \$5.00 because Georgia mandates a minimum license plate transfer fee of \$5.00.

42. GEICO Indemnity breached the Policy by failing to pay the mandatory replacement costs including the full TAVT and license plate transfer fee, which were reasonably likely to be incurred on the replacement of the total loss vehicle.

43. Plaintiff Johnson was damaged by GEICO Indemnity's breach.

IV. Government Employees Breached Its Policy with Plaintiff Malcom By Failing to Pay Replacement Costs on His Total Loss Claim.

44. Plaintiff Malcom entered a Georgia PPA policy agreement to be insured by Government Employees under terms contained in the policy form attached as Exhibit A.

45. The Policy provided physical damage coverage for Plaintiff Malcom's 2015 Nissan Versa S Automatic, VIN 3N1CN7AP3FL806335 ("Malcom Vehicle").

46. On or about March 19, 2019, Plaintiff Malcom was involved in an auto collision while operating the Malcom Vehicle. Plaintiff Malcom filed a claim with Government Employees for the Malcom Vehicle's physical damage caused by the collision, claim number 0109940530101275-01.

47. Government Employees determined that the Malcom Vehicle was a total loss and that the claim was a covered claim.

48. Government Employees, through its vehicle valuation provider CCC Information Services, Inc., determined the Malcom Vehicle had a base value of \$5,525.00, and made a "pre-loss deduction" of \$433.00, for an adjusted vehicle value of \$5,092.00. *See* Exhibit D (Malcom Total Loss Settlement Explanation). Plaintiffs do not dispute GEICO's determination that the Malcom Vehicle had a base value of \$5,525.00 for purposes of identifying the vehicle value component of the total loss claim.

49. Government Employees subtracted the deductible of \$500.00 and added \$385.00 for TAVT and \$18.00 for a title transfer fee but did not include any amount for license plate transfer fees. Government Employees made a final payment of \$4,995.00 to Plaintiff Malcom. *See Id.*

50. The TAVT due on Plaintiff Malcom's claim was a minimum of \$449.75, which is 7% of the fair market value of \$6,425.00 set for the vehicle in the 2019 Georgia Motor Vehicle Assessment Manual for Title Ad Valorem Tax Georgia TAVT Assessment Manual. (*See* 2019 Assessment Manual at <https://dor.georgia.gov/georgia-motor-vehicle-assessment-manual-title-ad-valorem-tax>.) (*see also*, Exhibit G, 2019 Assessment Manual excerpt with the Malcom Vehicle value highlighted yellow). Government Employees thus underpaid the TAVT due to Malcom by \$64.75 (\$449.75 - \$385.00).

51. The license plate transfer fee owed on Malcom's claim was \$5.00 because Georgia mandates a minimum license plate transfer fee of \$5.00.

52. Government Employees breached the Policy by failing to pay all mandatory replacement costs including all of the TAVT due, and the license plate transfer fee, which were reasonably likely to be incurred on the replacement of the total loss vehicle.

53. Plaintiff Malcom was injured by Government Employees' breach.

V. GEICO General Breached Its Policy with Plaintiff Gardner By Failing to Pay Replacement Costs on His Total Loss Claim.

54. Plaintiff Gardner entered a Georgia PPA policy agreement to be insured by GEICO General under terms contained in the policy form attached as Exhibit A.

55. The Policy provided physical damage coverage for Plaintiff Gardner's 2011 Chevy Cruze LS, VIN 1G1PD5SH5B7207585 ("Gardner Vehicle").

56. On or about November 20, 2018, Plaintiff Gardner was involved in an auto collision while operating the Gardner Vehicle. Plaintiff Gardner filed a claim with GEICO General for the Gardner Vehicle's physical damage caused by the collision, claim number 058958558-0101-037.

57. GEICO General determined that the Gardner Vehicle was a total loss and that the claim was a covered claim.

58. GEICO General, through its vehicle valuation provider CCC Information Services, Inc., determined the Gardner Vehicle had an adjusted base value of \$4,861.00. *See* Exhibit E at 2 (Gardner Market Valuation Report). Plaintiffs do not dispute GEICO's determination that the Gardner Vehicle had a base value of \$4,861.00 for purposes of identifying the vehicle value component of the total loss claim.

59. GEICO General subtracted the deductible of \$500.00, added \$340.27 for TAVT, and added \$18.00 for state and regulatory fees but did not include any

amount for license plate transfer fees. GEICO General made a final payment of \$4,719.27 to Plaintiff Gardner. *See* Exhibit F (Gardner Settlement Explanation).

60. The license plate transfer fee owed on Plaintiff Gardner's claim was \$5.00 because Georgia mandates a minimum license plate transfer fee of \$5.00.

61. GEICO General breached the Policy by failing to pay all mandatory replacement costs including the license plate transfer fee, which were reasonably likely to be incurred on the replacement of the total loss vehicle.

62. Plaintiff Gardner was injured by GEICO General's breach.

63. All Plaintiffs satisfied all terms of the Policies and all conditions precedent, such that their insurance policies were in effect and operational at the time of the collisions, and such that their total loss claims were deemed covered claims by GEICO.

VI. Government Employees Breached Its Policy with Plaintiff Coleman By Failing to Pay Replacement Costs on Her Total Loss Claim.

64. Plaintiff Coleman entered a Georgia PPA policy agreement to be insured by Government Employees under terms contained in the policy form attached as Exhibit A.

65. The Policy provided physical damage coverage for Plaintiff Coleman's 2011 Honda Civic, VIN 2HGFA1F56BH543546 ("Coleman Vehicle").

66. On or about November 30, 2016, Plaintiff Coleman was involved in an auto collision while operating the Coleman Vehicle. Plaintiff Coleman filed a claim

with Government Employees for the Coleman Vehicle's physical damage caused by the collision, claim number 051146103-0101-048.

67. Government Employees determined that the Coleman Vehicle was a total loss and that the claim was a covered claim.

68. Government Employees, through its vehicle valuation provider CCC Information Services, Inc., determined the Coleman Vehicle had a base value of \$8,026.00, and made a "pre-loss deduction" of \$76.00, for an adjusted vehicle value of \$7,950.00. *See* Exhibit H (Coleman Total Loss Settlement Explanation). Plaintiffs do not dispute GEICO's determination that the Coleman Vehicle had a base value of \$8,026.00 with a pre-loss deduction of \$76.00 for purposes of identifying the vehicle value component of the total loss claim.

69. Government Employees subtracted the deductible of \$500.00 and added \$556.50 for TAVT and \$18.00 for a title transfer fee but did not include any amount for license plate transfer fees. Government Employees made a final payment of \$8,024.50 to Plaintiff Coleman. *See Id.*

70. The TAVT due on Plaintiff Coleman's claim was \$600.25, which is 7% of the fair market value of \$8,575.00 set for the vehicle in the 2016 Georgia Motor Vehicle Assessment Manual for Title Ad Valorem Tax Georgia TAVT Assessment Manual. (*See* 2016 Assessment Manual at <https://dor.georgia.gov/georgia-motor-vehicle-assessment-manual-title-ad-valorem-tax>.); (*see also*, Exhibit I, 2016

Assessment Manual excerpt with Coleman vehicle value highlighted yellow). Government Employees thus underpaid the TAVT due to Coleman by \$43.75 (\$600.25 - \$556.50).

71. The license plate transfer fee owed on Coleman's claim was \$5.00 because Georgia mandates a minimum license plate transfer fee of \$5.00.

72. Government Employees breached the Policy by failing to pay all mandatory replacement costs including all of the TAVT and the license plate transfer fee due, which were reasonably likely to be incurred on the replacement of the total loss vehicle.

73. Plaintiff Coleman was injured by Government Employees' breach.

VII. GEICO General Breached Its Policy with Plaintiff Washington By Failing to Pay Replacement Costs on Her Total Loss Claim.

74. Plaintiff Washington entered a Georgia PPA policy agreement to be insured by GEICO General under terms contained in the policy form attached as Exhibit A.

75. The Policy provided physical damage coverage for Plaintiff Washington's 2013 Mercedes-Benz E-Class E350, VIN WDDHF5KB9DA740861 ("Washington Vehicle").

76. On or about December 28, 2018, Plaintiff Washington was involved in an auto collision while operating the Washington Vehicle. Plaintiff Washington

filed a claim with GEICO General for the Washington Vehicle's physical damage caused by the collision, claim number 028147221-0101-045.

77. GEICO General determined that the Washington Vehicle was a total loss and that the claim was a covered claim.

78. GEICO General, through its vehicle valuation provider CCC Information Services, Inc., determined the Washington Vehicle had a base value of \$14,793.00, and made a "pre-loss condition adjustment" of +\$759.00, for an adjusted vehicle value of \$15,552.00. *See* Exhibit J (Washington Total Loss Settlement Explanation). Plaintiffs do not dispute GEICO's determination that the Washington Vehicle had a value of \$15,552.00 for purposes of identifying the vehicle value component of the total loss claim.

79. GEICO General subtracted the deductible of \$500.00 and added \$1,088.64 for TAVT and \$18.00 for a title transfer fee but did not include any amount for license plate transfer fees. GEICO General made a final payment of \$16,158.64 to Plaintiff Washington. *See Id.*

80. The TAVT due on Plaintiff Washington's claim was \$1,256.50, which is 7% of the fair market value of \$17,950.00 set for the vehicle in the 2018 Georgia Motor Vehicle Assessment Manual for Title Ad Valorem Tax Georgia TAVT Assessment Manual. (*See* 2018 Assessment Manual at <https://dor.georgia.gov/georgia-motor-vehicle-assessment-manual-title-ad->

valorem-tax.) (*see also*, Exhibit K, 2018 Assessment Manual excerpt with Washington vehicle value highlighted yellow). GEICO General thus underpaid the TAVT due to Washington by \$167.86 (\$1,256.50 - \$1,088.64).

81. The license plate transfer fee owed on Washington's claim was \$5.00 because Georgia mandates a minimum license plate transfer fee of \$5.00.

82. GEICO General breached the Policy by failing to pay all mandatory replacement costs including all of the TAVT and the license plate transfer fee due, which were reasonably likely to be incurred on the replacement of the total loss vehicle.

83. Plaintiff Washington was injured by GEICO General's breach.

VIII. GEICO Breached Its Policies with All Class Members by Failing to Pay the Mandatory Replacement Costs on Their Total Loss Claims.

84. Each Class Member was insured by GEICO for total losses under the same material terms as the Policies insuring Plaintiffs.

85. Like Plaintiffs, each Class Member submitted a claim to GEICO during the class period, which GEICO determined was a covered total loss.

86. GEICO breached its insurance policy with each Class Member by failing to pay all mandatory replacements costs on the Class Member's total loss claim.

87. All Class Members satisfied all terms of the Policies and all conditions precedent, such that their insurance policies were in effect and operational at the

time of the collisions, and their total loss claims were deemed covered claims by GEICO.

IX. The Policies Required GEICO To Pay Actual Cash Value, Including Mandatory Replacement Costs TAVT, Title Transfer Fees, And License Plate Transfer Fees on All Total Loss Claims.

88. The Policies required GEICO to pay “actual cash value” (“ACV”) on first-party total loss claims.

89. The Policies define ACV as “the replacement cost of the auto or property less depreciation or betterment.” *See* Exhibit A at 8.

90. The Policies do not exclude from coverage the mandatory TAVT, title transfer fees, and/or license plate transfer fees.

91. The Policies provide as follows relating to PPA physical damage collision coverage:

We will pay for *collision loss* to the *owned* or *non-owned auto* for the amount of each *loss* less the applicable deductible.

Id. at 9. (emphasis in original).

92. The Policies provide as follows relating to PPA physical damage comprehensive coverage:

We will pay for each *loss* less the applicable deductible caused other than by *collision* to the *owned* or *non-owned auto*.

Id. (emphasis in original).

93. In the same section, under a provision entitled “LIMIT OF LIABILITY,” the Policies state, in pertinent part:

The limit of our liability for loss:

1. Is the *actual cash value* of the property at the time of the *loss*;

...

Actual cash value of property will be determined at the time of the *loss* and will include an adjustment for *depreciation/betterment* and for the physical condition of the property.

Id. at 10. (emphasis original).

94. The Policies incorporate the mandates of Georgia law:

TERMS OF POLICY CONFORMED TO STATUTES

Any terms of this policy in conflict with the statutes of Georgia are amended to conform to those statutes.

Id. at 17.

95. The Policies impose no condition that an insured replace a total loss vehicle in order to receive full coverage under the Policies.

96. The Policies contain no provision setting out a difference in coverage based on whether a total loss vehicle is leased, owned, or financed.

97. The Policies contain no provision setting out a difference in coverage based on whether a total loss vehicle is actually replaced after the total loss.

X. Georgia Law Required GEICO to Pay TAVT, Title Transfer Fees, and License Plate Transfer Fees Under the Policies.

98. Georgia State Rules and Regulations, Rule 120-2-52-.06, Total Loss Vehicle Claims, is promulgated by the Georgia Commissioner of Insurance pursuant to the authority set forth in O.C.G.A. §§ 33-2-9 and 33-34-8. Rule 120-2-52-.06 requires that when insurers pay for total losses in money (rather than actually providing a replacement vehicle), the insurers must include in such payments “all applicable taxes, license fees and other fees incident to the transfer of ownership of a comparable automobile. The amount payable on taxes, license fees, and transfer fees shall be limited to the amount that would have been paid on the totaled, insured vehicle at the time of settlement.”

99. This requirement set out in the Georgia Rule is expressly incorporated into the terms of the Policies. Exhibit A at 17 (incorporating all Georgia statutory provisions).

100. TAVT, title transfer fees, and license plate transfer fees are taxes and fees incident to transfer of ownership and should have been paid by GEICO under the Policies and Georgia law.

XI. TAVT, Title Transfer Fees, and License Plate Transfer Fees are Fees Incident to the Transfer of Ownership and Mandated by Georgia Law.

101. Throughout the class period, Georgia law imposed a mandatory TAVT of between 6.6 and 7.00 percent based on the fair market value of the vehicle on any

purchase, transfer, or lease of a private passenger vehicle. O.C.G.A. § 48-5C-1(b)(1)(A).

102. Throughout the class period, Georgia prohibited the purchase, transfer, or lease of a vehicle without the transfer of title, and the payment of a minimum \$18.00 title transfer fee. O.C.G.A. § 40-3-32(b); O.C.G.A. § 40-3-38(c).

103. Throughout the class period, Georgia prohibited the purchase, transfer, or lease of a private passenger vehicle without proper registration, and the payment of a minimum \$5.00 license plate transfer fee. O.C.G.A. § 40-2-20(a)(1)(A); O.C.G.A. § 40-2-42(b).

CLASS ACTION ALLEGATIONS

104. Plaintiffs bring this lawsuit as a class action seeking representation of a class pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3).

105. Plaintiffs assert claims for breach of contract on behalf of a class (hereafter the “Class”) defined as follows:

All insureds under a Georgia policy issued by GEICO covering a private passenger auto for physical damage who submitted a physical damage claim on a loss occurring during the period six years before the filing of this lawsuit through December 31, 2019, determined by GEICO to be a covered total loss claim, whose total loss vehicles were listed in the motor vehicle ad valorem assessment manual in effect at the time of loss, and whose claim’s total loss payment did not include title ad valorem tax greater than the title ad valorem tax due based on the fair market value identified by the motor vehicle ad valorem assessment manual.

106. Excluded from the Class are all officers and employees of GEICO and its affiliates, parents, and subsidiaries; all persons who make a timely election to be excluded from the Class; government entities; and the judges to whom this case is assigned and their immediate family and court staff.

Fed. R. Civ. P. 23(a).

107. **Numerosity.** Class Members are believed to exceed 10,000 for each GEICO Defendant and are so numerous and geographically dispersed throughout Georgia that separate joinder of each is impracticable.

108. **Ascertainability.** The Class Members are ascertainable and readily identifiable from GEICO's information and data.

109. **Commonality.** Common questions of law and fact predominate, which are susceptible to common answers:

- a. Whether the Policies require GEICO to pay TAVT on first-party total loss claims, and how much;
- b. Whether the Policies require GEICO to pay title transfer fees on first-party total loss claims;
- c. Whether the Policies require GEICO to pay license plate transfer fees on first-party total loss claims;
- d. Whether GEICO breached the Policies by failing to pay TAVT, title transfer fees, and/or license plate transfer fees without precondition; and

e. The amount of TAVT and license plate transfer fees covered by the Policies.

110. **Typicality.** Plaintiffs' claims and defenses are typical of the claims of all Class Members. GEICO injured Plaintiffs and Class Members through uniform misconduct and Plaintiffs' legal claims arise from the same core practices—GEICO's failure to pay full ACV, including TAVT, title transfer fees, and/or license plate transfer fees, on first-party total loss claims under PPA Georgia physical damage policies with the same material total loss coverage provisions. Plaintiffs suffered the same harm as all Class Members: damages for unpaid TAVT, title transfer fees, and/or license plate transfer fees under the Policies.

111. **Adequacy.** Plaintiffs are adequate class representatives because their interests do not conflict with Class Members' interests, and they will fairly and adequately protect these interests. Plaintiffs' counsel are experienced in litigating consumer class actions and complex litigation. Plaintiffs' counsel have specific experience successfully litigating similar disputes as class counsel.

Fed. R. Civ. P. 23(b)(3).

112. Plaintiffs' claims are maintainable on behalf of the Class pursuant to Fed. R. Civ. P. 23(b)(3).

113. Questions of law and fact, including the common questions identified above, predominate over any questions only affecting individual Class Members.

114. A class action is superior to all other available methods of fairly and efficiently adjudicating this dispute. Class Members' individual damages, while meaningful, are too small to prosecute individually. Given the relatively small damages individually suffered, individual Class Members appear to have little interest in controlling the prosecution of this matter in separate actions. Thousands of individual lawsuits seeking relatively small recoveries based on the same legal theories would burden the court system. A class action presents far fewer management difficulties and provides the benefits of a single adjudication, economies of scale, and comprehensive supervision by a single court. Plaintiffs' counsel are unaware of likely difficulties in managing this class action.

115. It is desirable to concentrate the litigation of these claims in this forum because the class action involves Georgia claims under Georgia law, the great majority of Class Members reside in Georgia, many Class Members reside in this district and division, and substantial evidence relating to this class action is located in this district and division.

116. Plaintiffs are unaware of other pending litigation on behalf of Class Members involving these Georgia claims against GEICO.

COUNT I
BREACH OF CONTRACT

117. The allegations in the above are hereby incorporated by reference.

118. Plaintiffs and all Class Members were covered insureds under Policies with GEICO and complied with all Policy terms relating to their total loss claims.

119. Each Plaintiff and Class Member made a claim under their Policy that GEICO determined to be a first-party total loss covered claim.

120. The Policies and Georgia law required that GEICO pay Plaintiffs and all Class Members mandatory replacement costs which were reasonably likely to be incurred on the replacement of their total loss vehicles. Such costs include full TAVT, title transfer fees, and license plate transfer fees on total losses because such taxes and fees are mandatory replacement costs for total loss insured vehicles.

121. GEICO failed to pay Plaintiffs and all Class Members all of the TAVT, title transfer fees, and/or license plate transfer fees that were reasonably likely to be incurred on the replacement of their total loss vehicles, which breached the Policies on their first-party total loss claims.

122. GEICO's failure to provide coverage, and to pay Plaintiffs and Class Members TAVT, title transfer fees, and/or license plate transfer fees breached GEICO's Policies.

123. As a result of GEICO's breaches, Plaintiffs and Class Members have suffered damages and are entitled, under their Policies, to sums representing all unpaid TAVT, title transfer fees, and license plate transfer fees, as well as prejudgment and post judgment interest, attorneys' fees, and all costs and expenses of litigation.

124. Plaintiffs do not dispute the base values determined by GEICO for total loss vehicles for purposes of identifying the vehicle value component of the total loss claim. This case only presents disputes as to insurance coverage: are TAVT, title transfer fees, and/or license plate transfer fees required to be paid under the Policies on first-party total loss claims, and if so the proper amounts of such tax and fees.

125. The characteristics of (and duty under the Policies to pay) TAVT, title transfer fees, and license plate transfer fees are the same because TAVT, title transfer fees, and license plate transfer fees are replacement costs mandated by Georgia law and reasonably likely to be incurred on the purchase and/or replacement of a total loss vehicle.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the Class, demand a trial by jury on all triable issues and seek judgment as follows:

- a) For an order certifying this action as a class action on behalf of the Class, with Plaintiffs as class representatives;
- b) For an award of compensatory damages in amounts owed under the Policies and Georgia law;
- c) For all other damages according to proof;
- e) For costs of suit incurred herein;
- f) For prejudgment and post judgment interests on any amounts awarded;
- and
- g) For such other relief as this Court deems just and proper.

JURY DEMAND

Plaintiffs hereby demand a trial by jury as to all issues so triable.

This 11th day of August, 2022,

/s/ Christopher B. Hall

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this day, August 11, 2022, I filed the foregoing document on ECF and electronically served the foregoing document by email to the following counsel:

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/s/ Christopher B. Hall
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EXHIBIT A

GEICO

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Washington, D. C. 20076-0001
Telephone: 1-800-841-3000

**Georgia
Family
Automobile
Insurance
Policy**

Government Employees Insurance Company
GEICO General Insurance Company
GEICO Indemnity Company
GEICO Casualty Company

Your Policy Index

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Whenever "he," "his," "him" or "himself" appears in this policy, *you* may read "she," "her," "hers," or "herself."

AGREEMENT

We, the Company named in the declarations attached to this policy, make this agreement with *you*, the policyholder. Relying on the information *you* have furnished and the declarations attached to this policy and if *you* pay *your* premium when due, we will do the following:

SECTION I-LIABILITY COVERAGES Your Protection Against Claims From Others Bodily Injury Liability and Property Damage Liability

DEFINITIONS

The words italicized in Section I of this policy are defined below.

1. **Auto business** means the business of selling, repairing, servicing, storing, transporting or parking of autos.
2. **Bodily injury** means bodily injury to a person, including resulting sickness, disease or death.
3. **Farm auto** means a truck type vehicle with a gross vehicle weight of 15,000 pounds or less, not used for commercial purposes other than farming.
4. **Insured** means a person or organization described under "persons insured."
5. **Non-owned auto** means a **private passenger auto**, **utility auto**, or **trailer** not owned by or furnished for the regular use of either *you* or a **relative**, other than a **temporary substitute auto**. An auto rented or leased for more than 30 days will be considered as furnished for regular use.
6. **Owned auto** means:
 - (a) A vehicle described in this policy for which a premium charge is shown for these coverages;
 - (b) A **trailer** owned by *you*;
 - (c) A **private passenger**, **farm** or **utility auto** ownership of which *you* acquire during the policy period or for which *you* enter into a lease during the policy period for six months or more, if:
 - (i) It replaces an **owned auto** as defined in (a) above; or
 - (ii) We insure all **private passenger**, **farm** and **utility autos** owned or leased by *you* on the date of the acquisition, and *you* ask us to add it to the policy no more than 30 days later;
 - (d) A **temporary substitute auto**.
7. **Private passenger auto** means a four-wheel private passenger, station wagon or jeep-type auto.
8. **Relative** means a person who continuously lives in *your* household and is related by blood, marriage, or adoption (including a ward or foster child).
9. **State** includes the District of Columbia, the territories and possessions of the United States, and the Provinces of Canada.
10. **Temporary substitute auto** means an automobile or **trailer**, not owned by *you*, temporarily used with the permission of the owner. This vehicle must be used as a substitute for the **owned auto** or **trailer** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.
11. **Trailer** means a trailer designed to be towed by a **private passenger auto**, if not being used for business or commercial purposes with a vehicle other than a **private passenger**, **farm** or **utility auto**.
12. **Use** of an auto includes the loading and unloading of the auto.
13. **Utility auto** means a vehicle, other than a **farm auto**, with a gross vehicle weight of 15,000 pounds or less of the pick-up body, van or panel truck type not used for commercial purposes.
14. **War** means armed conflict between nations, whether or not declared, civil war, insurrection, rebellion or revolution.
15. **You** and **your** means the policyholder named in the declarations or his or her spouse if a resident of the same household.

LOSSES WE WILL PAY FOR YOU

Under Section I, we will pay damages which an **insured** becomes legally obligated to pay because of:

1. **Bodily injury**, sustained by a person, and
2. Damage to or destruction of property, arising out of the ownership, maintenance or **use** of the **owned auto** or a **non-owned auto**. We will defend any suit for damages payable under the terms of this policy. Our payment of the liability insurance limits ends our duty to defend or settle. We may investigate and settle any claim or suit.

ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE LIABILITY COVERAGES

1. All investigative and legal costs incurred by us.
2. All court costs charged to an **insured** in a covered lawsuit.

3. Interest calculated on that part of a judgment that is within our limit of liability and accruing:
 - (a) Before judgment, where owed by law, and until we pay, offer or deposit in court the amount due under this coverage;
 - (b) After the judgment, and until we pay, offer, or deposit in court, the amount due under this coverage.
4. Premiums for appeal bonds in a suit we appeal, or premiums for bonds to release attachments; but the face amount of these bonds may not exceed the applicable limit of liability.
5. Premiums for bail bonds paid by an **insured** due to traffic law violations arising out of the use of an insured auto, not to exceed \$250 per bail bond.

We will upon request by an **insured**, provide reimbursement for the following items:

- (a) Costs incurred by any **insured** for first aid to others at the time of an accident involving an insured auto.
- (b) Loss of earnings up to \$50 a day, but not other income, if we request an **insured** to attend hearings and trials.
- (c) All reasonable costs incurred by an **insured** at our request.

EXCLUSIONS

Section I Does Not Apply:

1. To **bodily injury to you**;
2. To **bodily injury to any relative**. If however, there is no other coverage available, then this exclusion (2) shall only apply to any policy limits provided by this policy which exceed the financial responsibility limits required by the state in which the accident occurred.
3. To any vehicle used to carry persons or property for compensation or a fee. However, a vehicle used in an ordinary car pool or ride sharing or cost sharing basis is covered.
4. To property damage to any non-owned property carried by a vehicle while being used to transport goods for hire.
5. To **bodily injury** or property damage caused intentionally by or at the direction of an **insured**, to the extent that the limits of liability provided by this policy exceed the minimum limits of liability required by the Georgia Motor Vehicle Safety Responsibility act.
6. To **bodily injury** or property damage that is insured or required to be insured under a nuclear liability policy. This exclusion applies even if the limits of that insurance are exhausted.
7. To **bodily injury** or property damage arising from the operation of farm machinery.
8. To **bodily injury** to an employee of an **insured** arising out of and in the course of employment by an **insured**. However, **bodily injury** of a domestic employee of the **insured** is covered unless benefits are payable or are required to be provided under a workers' or workmen's compensation law.
9. To **bodily injury** to a fellow employee of an **insured** if the fellow employee's **bodily injury** arises from the use of an auto while in the course of employment and if workers' compensation or other similar coverage is available. We will defend **you** if suit is brought by a fellow employee against **you** alleging use, ownership or maintenance of an auto by **you**.
10. To an **owned auto** while used by a person (other than **you** or a **relative**) when he is employed or otherwise engaged in the **auto business**.
11. To a **non-owned auto** while maintained or used by any person is not covered while such person is employed or otherwise engaged in (1) any **auto business** if the accident arises out of that business; (2) any other business or occupation of any **insured** if the accident arises out of that business or occupation, except a **private passenger auto** used by **you** or **your** chauffeur or domestic servant while engaged in such other business.
12. To:
 - (a) Property, including motor vehicles of any type, owned, or transported by an **insured**; or
 - (b) Property rented to or in charge of an **insured** other than a residence or private garage.
13. To an auto acquired by **you** during the policy term, if **you** have purchased other liability insurance for it.
14. To:
 - (a) The United States of America or any of its Agencies;
 - (b) Any person, including **you**, if protection is afforded under the provisions of the Federal Tort Claims Act.

15. To any liability assumed under any contract or agreement.
16. To **bodily injury** or property damage caused by an auto driven in or preparing for any racing, speed, or demolition contest or stunting activity of any nature, whether or not prearranged.
17. To punitive or exemplary damages recovered or potentially recoverable from any **insured** arising from the use or abuse of alcohol, medication, or drugs.

PERSONS INSURED

Who Is Covered

Section I applies to the following as **insureds** with regard to an **owned auto**:

1. **You** and **your relatives**;
2. Any other person operating the auto with **your** permission.
3. Any other person or organization for his or its liability because of acts or omissions of an **insured** under 1 or 2 above.

Section I applies to the following with regard to a **non-owned auto**:

1. (a) **You**;
- (b) **Your relatives** when operating a **private passenger, farm** or **utility auto** or **trailer**.

Such operation must be with the express or implied permission of the owner.

2. A person or organization, not owning or hiring the auto, regarding his, hers or its liability because of acts or omissions of an **insured** under 1 above.

The limits of liability stated in the declarations are our maximum obligations regardless of the number of **insureds** involved in the occurrence.

FINANCIAL RESPONSIBILITY LAWS

When this policy is certified as proof of financial responsibility for the future under the provisions of a motor vehicle financial responsibility law, this liability insurance will comply with the provisions of that law. The **insured** agrees to reimburse us for payments made by us which we would not have had to make except for this agreement.

OUT OF STATE INSURANCE

When the policy applies to the operation of a motor vehicle outside of **your** state, we agree to increase **your** coverages to the extent required of out-of-state motorists by local law. This additional coverage will be reduced to the extent that **you** are protected by another insurance policy. No person can be paid more than once for any item of loss.

LIMITS OF LIABILITY

Regardless of the number of autos or **trailers** to which this policy applies:

1. The limit of bodily injury liability stated in the declarations as applicable to each person is the limit of our liability for all damages, including damages for care and loss of services and loss of consortium, because of **bodily injury** sustained by one person as the result of one occurrence.
2. The limit of such liability stated in the declarations as applicable to each occurrence is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including damages for care and loss of services and loss of consortium, because of **bodily injury** sustained by two or more persons as the result of any one occurrence.
3. The limit of property damage liability stated in the declarations as applicable to each occurrence is the total limit of our liability for all damages because of injury to or destruction of the property of one or more persons or organizations, including the loss of use of the property as the result of any one occurrence.

OTHER INSURANCE

If the **insured** has other insurance against a loss covered by Section I of this policy, we will not owe more than our pro-rata share of the total coverage available.

Any insurance we provide for losses arising out of the ownership, maintenance or use of a vehicle **you** do not own shall be excess over any other valid and collectible insurance unless the vehicle **you** do not own is owned by a person, firm or corporation engaged in the business of retail sales of new and used motor vehicles.

CONDITIONS

The following conditions apply to Section I:

1. NOTICE

As soon as possible after an occurrence, written notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) The time, place and details of the occurrence;

- (c) The names and addresses of the injured, and of any witnesses; and
- (d) The names of the owners and the description and location of any damaged property.

If a claim or suit is brought against an **insured**, unless otherwise received by us, **you** are required to send us a copy of every summons or other process relating to the coverage under this policy and to otherwise cooperate with us in connection with the defense of any action or threatened action covered under this policy.

If **you** fail to comply with this provision, it will constitute a breach of the insurance contract and if prejudicial to us, shall relieve us of our obligation to defend **you** and any other **insureds** under this policy and of any liability to pay any judgment or other sum on **your** or any other **insureds** behalf.

However, we will accept notice of a claim against an **insured** from an injured party if the **insured** has failed to give written notice within 30 days from the date of the occurrence. The notice from the injured party must be in writing and sent by registered mail.

2. TWO OR MORE AUTOS

If this policy covers two or more autos, the limit of coverage applies separately to each. An auto and an attached **trailer** are considered to be one auto.

3. ASSISTANCE AND COOPERATION OF THE INSURED

The **insured** will cooperate and assist us, if requested:

- (a) In the investigation of the occurrence;
- (b) In making settlements;
- (c) In the conduct of suits; and
- (d) In enforcing any right of contribution or indemnity against any legally responsible person or organization because of **bodily injury** or property damage; and
- (e) At trials and hearings;
- (f) In securing and giving evidence; and
- (g) By obtaining the attendance of witnesses.

Only at his or her own cost will the **insured** make a payment, assume any obligation or incur any cost other than for first aid to others.

4. ACTION AGAINST US

No suit will lie against us:

- (a) Unless the **insured** has fully complied with all the policy's terms and conditions, and
- (b) Until the amount of the **insured's** obligation to pay has been finally determined, either
 - (i) By a final judgment against the **insured** after actual trial; or
 - (ii) By written agreement of the **insured**, the claimant and us.

A person or organization or the legal representative of either, who secures a judgment or written agreement, may then sue to recover up to the policy limits.

No person or organization, including the **insured**, has a right under this policy to make us a defendant in an action to determine the **insured's** liability.

Bankruptcy or insolvency of the **insured** or his estate will not relieve us of our obligations.

SECTION II-AUTO MEDICAL PAYMENTS Protection For You And Your Passengers For Medical Expenses

The definitions of terms shown under Section I apply to this Coverage. In addition, under this Coverage, **occupying** means in, upon, or the immediate act of entering into or alighting from.

PAYMENTS WE WILL MAKE

Under this Coverage, if **bodily injury** is discovered and treated within one year of the date of the accident, we will pay all reasonable expenses actually incurred by an **insured** within three years from the date of the accident for necessary medical, surgical, x-ray, dental services, prosthetic devices, ambulance, hospital, professional nursing and funeral services.

This Coverage applies to accidents or injuries which arise out of the operation, maintenance or use of a motor vehicle as a motor vehicle and applies to:

1. **You** and each **relative** who sustains **bodily injury** caused by a motor vehicle accident:

- (a) While **occupying** the **owned auto**; or
- (b) While **occupying** a **non-owned auto** if **you** or **your relative** have the express or implied permission of the owner; or
- (c) When struck as a pedestrian by:
 - (i) An auto, **trailer**, or **utility auto**; or
 - (ii) A farm-type tractor or other equipment designed for use principally off public roads, while operated on public roadways.

2. Any other person who sustains **bodily injury** caused by accident while **occupying** the **owned auto** while being used by **you**, a resident of **your** household, or other persons with **your** permission.

EXCLUSIONS

Section II Does Not Apply:

1. To **bodily injury** sustained by any occupant of an **owned auto** used to carry persons or property for compensation or a fee. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.
2. To an **insured** while **occupying** a vehicle located for use as a residence or premises.
3. To **you** and **your relatives** for **bodily injury** sustained while **occupying**:
 - (a) A farm-type tractor or other equipment designed for use principally off public roads; or
 - (b) A vehicle operated on rails or crawler-treads.
4. To an **insured** when struck by:
 - (a) A farm-type tractor or other equipment for use off public roads, while not on public roads; or
 - (b) A vehicle operated on rails or crawler-treads.
5. To persons employed in the **auto business**, if the accident arises out of that business and if benefits are required to be provided under a workers' compensation law.
6. To **bodily injury** sustained due to **war**.
7. To the United States of America or any of its Agencies, as an **insured**, a third party beneficiary, or otherwise.
8. To **bodily injury** caused by an auto driven in or preparing for any racing, speed, or demolition contest or stunting activity of any nature, whether or not prearranged.
9. If the injured person has been fully compensated for medical expenses and non-economic losses for **bodily injury** by or on behalf of the liable party.

LIMIT OF LIABILITY

The limit of liability for medical payments stated in the declarations as applying to each person is the limit we will pay for all costs incurred by or on behalf of each person who sustains **bodily injury** in one accident. This applies regardless of the number of persons insured or the number of autos or **trailers** to which this policy applies or number of policies issued by this company.

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and under Sections I and IV of this policy.

OTHER INSURANCE

If the **insured** has other auto medical payments insurance against a loss covered by Section II of this policy, we will not owe more than our pro-rata share of the total coverage available.

Any insurance we provide to a person who sustains **bodily injury** while **occupying** a vehicle **you** do not own shall be excess over any other valid and collectible insurance unless the vehicle **you** do not own is owned by a person, firm or corporation engaged in the business of retail sales of new and used motor vehicles.

CONDITIONS

The following conditions apply to this Coverage:

1. NOTICE

As soon as possible after an accident, written notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) The time, place and details of the accident; and
- (c) The names and addresses of the injured, and of any witnesses.

2. TWO OR MORE AUTOS

If this policy covers two or more autos, the limit of coverage applies separately to each. An auto and an attached **trailer** are considered to be one auto.

3. ACTION AGAINST US

Suit will not lie against us unless the **insured** has fully complied with all the policy terms.

4. MEDICAL REPORTS - PROOF AND PAYMENT OF CLAIMS

As soon as possible, the injured person or his representative will furnish us with written proof of claim, under oath if required. After each request from us, he will give us written authority to obtain medical reports and copies of records.

The injured person will submit to an examination by doctors chosen by us and at our expense as we may reasonably require.

We may pay either the injured person, the doctor or other persons or organizations rendering medical services. These payments are made without regard to fault or legal liability of the **insured**.

5. TRUST AGREEMENT

If we make a payment under this policy and the person to whom or for whom payment is made recovers damages from another, that person shall:

- (a) Hold in trust for us the proceeds of the recovery; and
- (b) Reimburse us to the extent of our payment.

However, our right of recovery exists only after the injured **insured** has been fully compensated for all economic and non-economic losses by or on behalf of the at-fault party. Any reimbursement due to us shall be reduced by our pro rata share of attorney's fees and expenses of litigation incurred in bringing the claim.

SECTION III-PHYSICAL DAMAGE COVERAGES Your Protection For Loss or Damage To Your Car

DEFINITIONS

The definitions of terms **auto business, farm auto, private passenger auto, relative, temporary substitute auto, utility auto, you, your** and **war** under Section I apply to Section III also. Under this Section, the following special definitions apply:

1. **Actual cash value** is the replacement cost of the auto or property less **depreciation** or **betterment**.
2. **Betterment** is improvement of the auto or property to a value greater than its pre-loss condition.
3. **Collision** means **loss** caused by upset of the covered auto or its collision with another object, including an attached vehicle.
4. **Custom parts or equipment** means paint, equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed, which:
 - (a) Are permanently installed or attached; or
 - (b) Alter the appearance or performance of a vehicle.

This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or to play back recorded media, other than those which are original manufacturer installed, that are permanently installed in the **owned auto** or a newly acquired vehicle using bolts or brackets, including slide-out brackets.
5. **Depreciation** means a decrease or loss in value to the auto or property because of use, disuse, physical wear and tear, age, outdatedness or other causes.
6. **Insured** means:
 - (a) Regarding the **owned auto**:
 - (i) **You** and **your relatives**;
 - (ii) A person or organization maintaining, using or having custody of the auto with **your** permission.
 - (b) Regarding a **non-owned auto: you** and **your relatives**, using the auto, if the actual operation or use is with the express or implied permission of the owner.
7. **Loss** means direct and accidental loss of or damage to:
 - (a) The auto, including its equipment; or
 - (b) Other insured property.
8. **Non-owned auto** means a **private passenger, utility auto, farm auto** or **trailer** not owned by or furnished for the regular use of either **you** or **your relatives**, except a **temporary substitute auto**. **You** or **your relative** must be using the **auto** or **trailer** with the permission given by its owner. An auto rented or leased for more than 30 days will be considered as furnished for regular use.
9. **Owned auto** means:
 - (a) Any vehicle described in this policy for which a specific premium charge indicates there is coverage;
 - (b) A **private passenger, farm** or **utility auto** or a **trailer**, ownership of which **you** acquire during the policy period or for which **you** enter into a lease during the policy period for six months or more; if
 - (i) It replaces an **owned auto** as described in (a) above, or
 - (ii) We insure all **private passenger, farm, utility autos** and **trailers** owned or leased by **you** on the date of such acquisition and **you** request us to add it to the policy within 30 days afterward;
 - (c) A **temporary substitute auto**.

10. **Trailer** means a trailer designed for use with a **private passenger auto** and not used as a home, office, store, display or passenger trailer.

LOSSES WE WILL PAY FOR YOU

Comprehensive (Excluding Collision)

1. We will pay for each **loss** less the applicable deductible caused other than by **collision** to the **owned** or **non-owned** auto. This includes glass breakage and **loss** caused by:

- | | |
|----------------------|--------------------------------------|
| (a) Missiles; | (j) Hail; |
| (b) Falling objects; | (k) Water; |
| (c) Fire; | (l) Flood; |
| (d) Lighting; | (m) Malicious mischief; |
| (e) Theft; | (n) Vandalism; |
| (f) Larceny; | (o) Riot; |
| (g) Explosion; | (p) Civil commotion; or |
| (h) Earthquake; | (q) Colliding with a bird or animal. |
| (i) Windstorm; | |

No deductible will apply to **loss** caused by:

- (a) Fire, lightning, smoke, smudge; or
- (b) Damage

sustained while the vehicle is being transported on any conveyance.

At the option of the **insured**, breakage of glass caused by **collision** may be paid under the collision coverage, if included in the policy.

2. We will pay, up to \$200 per occurrence, less the applicable deductible, for **loss** to personal effects due to:

- (a) Fire;
- (b) Lightning;
- (c) Flood;
- (d) Falling objects;
- (e) Earthquake;
- (f) Explosion; or
- (g) Theft of the entire automobile.

The property must be owned by **you** or a **relative**, and must be in or upon an **owned auto** or an auto rented or leased by **you**.

3. **Losses**, including **loss** to personal effects, arising out of a single occurrence shall be subject to no more than one deductible.

Collision

1. We will pay for **collision loss** to the **owned** or **non-owned auto** for the amount of each **loss** less the applicable deductible.

2. We will pay up to \$200 per occurrence, less the applicable deductible, for **loss** to personal effects due to a **collision**. The property must be owned by **you** or a **relative**, and must be in or upon an **owned auto**.

3. **Losses** arising out of a single occurrence shall be subject to no more than one deductible.

ADDITIONAL PAYMENT WE WILL MAKE UNDER THE PHYSICAL DAMAGE COVERAGES

1. We will reimburse the **insured** for transportation expenses incurred during the period beginning 48 hours after a theft of the entire auto covered by comprehensive coverage under this policy has been reported to us and the police.

Reimbursement ends when the auto is returned to use or we pay the **loss**.

Reimbursement will not exceed \$25.00 per day nor \$750.00 per **loss**.

2. We will pay general average and salvage charges for which the **insured** becomes legally liable when the auto is being transported.

EXCLUSIONS

Section III Does Not Apply:

1. To an auto used to carry persons or property for compensation or a fee. However, a vehicle used in an ordinary car pool on a ride sharing or cost sharing basis is covered.
2. To **loss** due to **war**.
3. To **loss** to a **non-owned auto** when used by the **insured** in the **auto business**.
4. To damage caused by and limited to wear and tear, freezing, mechanical or electrical breakdown or failure, unless that damage results from a covered theft.
5. To tires, when they alone are damaged by **collision**.

6. To **loss** due to radioactivity.
7. To **loss** of or damage to any tape, wire, record disc or other medium for use with a device designed for the recording and/or reproduction of sound and/or video.
8. To **loss** to any radar or laser detector.
9. To **trailers** when used for business or commercial purposes with vehicles other than **private passenger, farm or utility autos**.
10. To **loss** for **custom parts or equipment** unless the existence of those **custom parts or equipment** has been previously reported to us and an endorsement to the policy has been added.
11. To any liability assumed under any contract or agreement.
12. To any **loss** or damage resulting from:
 - (a) The acquisition of a stolen vehicle;
 - (b) Any governmental, legal, or other action to return a vehicle to its legal, equitable, or beneficial owner, or anyone claiming an ownership interest in the vehicle;
 - (c) Any confiscation, seizure, or impoundment of a vehicle by governmental authorities; or
 - (d) The sale of an **owned auto**.
13. To the destruction, impoundment, confiscation, or seizure of a vehicle by governmental or civil authorities due to its use by **you**, a **relative**, or a permissive user of the vehicle in illegal activity.
14. To any **loss** caused by participation in or preparing for any racing, speed, or demolition contest or stunting activity of any nature, whether or not prearranged.

LIMIT OF LIABILITY

The limit of our liability for **loss**:

1. Is the **actual cash value** of the property at the time of the **loss**;
2. Will not exceed the cost to repair or replace the property, or any of its parts, including parts from non-original equipment manufacturers, with other of like kind and quality;
3. Will include compensation for diminution in the property's value that is claimed to result from **loss**;
4. To personal effects arising out of one occurrence is \$200;
5. To a **trailer** not owned by **you** is \$500;
6. For **custom parts or equipment** is limited to the **actual cash value** of the **custom parts or equipment**, not to exceed the **actual cash value** of the vehicle.
Actual cash value of property will be determined at the time of the **loss** and will include an adjustment for **depreciation/betterment** and for the physical condition of the property.
7. For glass repair or replacement, is not to exceed the prevailing competitive price. Although **you** have the right to choose any glass repair facility or location, the limit of liability for **loss** to window glass is the cost to repair or replace such glass but will not exceed the prevailing competitive price. This is the price we can secure from a competent and conveniently located glass repair facility. At **your** request, we will identify a glass repair facility that will perform the repairs at the prevailing competitive price.
8. For a **temporary substitute auto**, is the coverage afforded on the specific **owned auto** withdrawn from normal use because of its breakdown, repair, servicing, **loss**, or destruction.

OTHER INSURANCE

If the **insured** has other insurance against a **loss** covered by Section III, we will not owe more than our pro-rata share of the total coverage available.

Any insurance we provide for a vehicle **you** do not own shall be excess over any other valid and collectible insurance unless the vehicle **you** do not own is owned by a person, firm or corporation engaged in the business of retail sales of new and used motor vehicles and you are not an employee of the owner.

CONDITIONS

The following conditions apply only to the Physical Damage Coverages:

1. NOTICE

As soon as possible after a **loss**, written notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) A description of the auto or **trailer**;
- (c) The time, place and details of the **loss**; and
- (d) The names and addresses of any witnesses.

In case of total theft, the **insured** must promptly notify the police.

2. TWO OR MORE AUTOS

If this policy covers two or more autos or **trailers**, the limit of coverage and any deductibles apply separately to each.

3. ASSISTANCE AND COOPERATION OF THE *INSURED*

The **insured** will cooperate and assist us, if requested:

- (a) In the investigation of the **loss**;
- (b) In making settlements;
- (c) In the conduct of suits; and
- (d) In enforcing any right of subrogation against any legally responsible person or organization;
- (e) At trials and hearings;
- (f) In securing and giving evidence; and
- (g) By obtaining the attendance of witnesses.

4. ACTION AGAINST US

Suit will not lie against us unless the policy terms have been complied with and until 30 days after proof of loss is filed and until the amount of **loss** is determined.

If we retain salvage, and **you** ask us immediately after a **loss** to preserve the salvage for inspection, we will do so for a period not to exceed 30 days. **You** may purchase the salvage from us if **you** wish.

5. *INSURED'S* DUTIES IN EVENT OF **LOSS**

In event of **loss** the **insured** will:

- (a) Protect the auto, whether or not the **loss** is covered by this policy. Further **loss** due to the **insured's** failure to protect the auto will not be covered. Reasonable expenses incurred for this protection will be paid by us.
- (b) File with us, within 91 days after **loss**, sworn proof of loss including all information we may reasonably require.
- (c) At our request, the **insured** will exhibit the damaged property.

6. APPRAISAL

If we and the **insured** do not agree on the amount of **loss**, either may, within 60 days after proof of loss is filed, demand an appraisal of the **loss**. In that event, we and the **insured** will each select a competent appraiser. The appraisers will select a competent and disinterested umpire. The appraisers will state separately the **actual cash value** and the amount of the **loss**. If they fail to agree, they will submit the dispute to the umpire. An award in writing of any two will determine the amount of **loss**. We and the **insured** will each pay his chosen appraiser and will bear equally the other expenses of the appraisal and umpire. We will not waive our rights by any of our acts relating to appraisal.

7. PAYMENT OF **LOSS**

We may at our option:

- (a) Pay for the **loss**; or
- (b) Repair or replace the damaged or stolen property.

At any time before the **loss** is paid or the property replaced, we may return any stolen property to **you** or to the address shown in the declarations at our expense with payment for covered damage. We may take all or part of the property at the agreed or appraised value, but there will be no abandonment to us. We may settle claims for **loss** either with the **insured** or with the owner of the property.

8. NO BENEFIT TO BAILEE

This insurance does not apply directly or indirectly to the benefit of a carrier or other bailee for hire liable for the **loss** of the auto.

9. SUBROGATION

When payment is made under this policy, we will take over all the **insured's** rights of recovery against others.

The **insured** will help us to enforce these rights. The **insured** will do nothing after **loss** to prejudice these rights.

This means we will have the right to sue for or otherwise recover the **loss** from anyone else who may be held responsible.

SECTION IV-UNINSURED MOTORISTS COVERAGE
Protection For You, Your Relatives, and Your Passengers for Injuries
And Property Damage Caused by Uninsured and Hit-and-Run Motorists

DEFINITIONS

The definitions of terms for Section I apply to Section IV, except for the following special definitions:

1. **Hit-and-run auto** is an auto:
 - (a) Causing **bodily injury** to an **insured** or **property damage**, through actual physical contact with him or an **insured auto**. Physical contact is not required if the description by the claimant of how the occurrence occurred is corroborated by an eyewitness to the occurrence other than the claimant; and
 - (b) Whose operator or owner cannot be identified, provided one of the involved drivers or in the case of death of a driver, someone on their behalf:
 - (1) In cases of injury, or **property damage** in excess of \$500, reports immediately, or as soon as practicable, by the quickest means of communication, the accident to the local police, office of county sheriff, or the nearest state patrol;
 - (2) Files with us within 30 days of reporting the accident, a statement under oath setting forth the facts of the accident and claiming that he has a cause of action for damages against an unidentified person; and
 - (3) Makes available for inspection, at our request, the auto that the **insured** was **occupying** at the time of the accident.
2. **Insured** means:
 - (a) **You** and **your** spouse if a resident of the same household;
 - (b) **Relatives** of (a) above if residents of his household;
 - (c) Any other person while **occupying** an **owned auto** with **your** consent or operating an **owned auto** with **your** express or implied permission;

If there is more than one **insured**, our limits of liability will not be increased.
3. **Insured auto** is an auto:
 - (a) Registered in Georgia, owned by **you** and covered by the bodily injury and property damage liability coverages of this policy;
 - (b) Temporarily substituted for an **insured auto** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
 - (c) Operated by **you** or **your** spouse if a resident of the same household.

But the term **insured auto** does not include:

 - (i) An auto used to carry passengers or goods for hire except in a car pool;
 - (ii) An auto being used without the owner's permission; or
 - (iii) Under subparagraphs (b) and (c) above, an auto owned by or furnished for the regular use of an **insured**.
4. **Occupying** means in, upon, or in the immediate act of entering into or alighting from.
5. **Property damage** means injury to or destruction of an auto owned by **you**, including loss of use thereof, registered in Georgia and covered by the bodily injury and property damage coverages of this policy and property in the auto owned by the **insured**.
6. **Uninsured motor vehicle** is a motor vehicle:
 - (a) Which at the time of the accident, has neither a bodily injury and property damage liability policy or bond nor cash or securities on file with the Georgia Department of Driver Services, in at least the amounts required under the Georgia Code;
 - (b) For which the total available coverage limits of all bodily injury liability and property damage liability insurance policies are less than the limits of insurance under this coverage. The amount payable under this coverage is the difference between the available bodily injury and property damage liability limits and the limits of insurance under this coverage;
 - (c) Whose insurer issues legally sustainable denial of coverage; or
 - (d) Whose insurer becomes insolvent provided the **insured** informs us:
 - (1) Of any legal proceedings he knows of against the insolvent;
 - (2) Before he enters into any negotiation with the insolvent; and
 - (3) Before we are prejudiced by any action or non-action of his regarding the determination of insolvency.

The term **uninsured motor vehicle** does not include:

- (a) An **insured auto**;
- (b) An auto owned by or furnished for the regular use of **you** or a **relative**;

- (c) A land motor vehicle or trailer operated on rails or crawler-treads or located for use as a residence or premises; or
- (d) A farm-type tractor or equipment designed for use principally off public roads, except while used upon public roads.

LOSSES WE PAY

Under the Uninsured Motorists Coverage we will pay compensatory damages for **bodily injury** and **property damage** caused by accident which the **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** or **hit-and-run auto** arising out of the ownership, maintenance or use of that motor vehicle as a motor vehicle.

No default judgment against a known person or organization allegedly legally responsible for the accident shall be conclusive as to legal liability or to the amount of damages to which any **insured** is entitled.

EXCLUSIONS

Section IV Does Not Apply

1. To **bodily injury** to an **insured** or injury to or destruction of an **insured's** property if the **insured** or his legal representative has made a settlement or has been awarded a judgment of his claim without our prior written consent. However, an **insured** or **insureds** may accept a policy limit tender by a liability carrier by executing a limited release discharging the liability carrier only to the extent of that payment.
2. To benefit any workmen's compensation insurer, self insurer or disability benefits insurer.
3. To the United States of America or any of its agencies as an **insured**, a third party beneficiary or otherwise.
4. To benefit any insurer of property.
5. To **property damage** for which the **insured** has been compensated by other property or physical damage insurance.
6. To any liability assumed under contract or agreement.
7. To damage caused by an **insured's** participation in or preparing for any racing, speed, or demolition contest or stunting activity of any nature, whether or not prearranged.
8. To punitive or exemplary damages.

LIMITS OF LIABILITY

Regardless of the number of autos or **trailers** to which this policy applies:

1. The limit of bodily injury liability for Uninsured Motorists Coverage stated in the declarations as applicable to each person is the limit of our liability for all damages, including those for care or loss of services or loss of consortium, due to **bodily injury** sustained by one person as the result of one accident.
2. The limit of bodily injury liability stated in the declarations applicable to each accident is, subject to the above provision respecting each person, the total limit of our liability for all such damages, including damages for care and loss of services or loss of consortium, because of **bodily injury** sustained by two or more persons as the result of one accident.
3. The limit of property damage liability stated in the declarations as applicable to each accident is our total limit of liability for all damages to the property of one or more **insureds** as the result of any one accident.
4. When coverage is afforded to two or more autos, the limits of liability shall apply separately to each auto as stated in the declarations but shall not exceed the highest limit of liability applicable to one auto.

If separate policies with us are in effect for **you** or any person in **your** household, they may not be combined to increase the limit of our liability for a loss.

The amount payable under this Coverage will be reduced by all amounts:

- (a) Paid by or for all persons or organizations liable for the injury;
- (b) Paid or payable under the Bodily Injury Coverage or Property Damage Coverage of this policy; or
- (c) Paid or present value of all amounts payable under any workmen's compensation law, disability benefits law or any similar law.
- (d) Paid under the Medical Payments coverage of this policy. However, any reduction will only be considered only after the injured **insured** has been fully compensated for all economic and non-economic losses by or on behalf of the at fault party.

OTHER INSURANCE

If there is Uninsured Motorist Insurance available to an injured person under more than one policy the following priorities of recovery will apply:

First: The policy affording Uninsured Motorist Coverage to the injured person as a named insured.

Second: The policy affording Uninsured Motorist Coverage to the injured person's spouse or **relatives** if such spouse or **relative** is a resident of the injured insured person's household.

Third: The policy affording Uninsured Motorist Coverage on the motor vehicle that the injured insured person was **occupying**.

If there is more than one policy with the same priority we will only pay our share of the loss. Our share of the loss is limited to our proportion as it bears to the total of all available limits.

TRUST AGREEMENT

When we make a payment under this coverage:

1. We will be entitled to repayment of that amount out of any settlement or judgment the **insured** recovers from any person or organization legally responsible for the **bodily injury** and/or **property damage**.
2. The **insured** will hold in trust for our benefit all rights of recovery which he may have against any person or organization responsible for these damages. He will do whatever is necessary to secure all rights of recovery and will do nothing after the loss to prejudice these rights.
3. At our written request, the **insured**, in his own name, will take through a designated representative appropriate actions necessary to recover payment for damages from the legally responsible person or organization. The **insured** will pay us out of the recovery for our expenses, costs and attorneys' fees.
4. The **insured** will execute and furnish us with any needed documents to secure his and our rights and obligations.

CONDITIONS

The following conditions apply only to the Uninsured Motorists Coverage:

1. NOTICE

As soon as possible after an accident notice must be given us or our authorized agent stating:

- (a) The identity of the **insured**;
- (b) The time, place and details of the accident; and
- (c) The names and addresses of the injured, and of any witnesses.

If the **insured** or his legal representative files suit before we make a settlement under this coverage, he must immediately provide us with a copy of the pleadings.

2. ASSISTANCE AND COOPERATION OF THE **INSURED**

After we receive notice of a claim, we may require the **insured** to take any action necessary to preserve his recovery rights against any allegedly legally responsible person or organization. We may require the **insured** to make that person or organization a defendant in any action against us.

3. ACTION AGAINST US

Suit will not lie against us unless the **insured** or his legal representative has fully complied with all the policy terms.

4. PROOF OF CLAIM AND MEDICAL REPORTS

As soon as possible, the **insured** or other person making claim must give us written proof of claim, under oath if required. This will include details of the nature and extent of injuries, treatment, and other facts which may affect the amount payable.

Proof of claim must be made on forms furnished by us unless we have not furnished these forms within 15 days after receiving notice of claim.

The injured person will submit to examination by doctors chosen by us, at our expense, as we may reasonably require. In the event of the **insured's** incapacity or death, his legal representative must, at our request, authorize us to obtain medical reports and copies of records.

The **insured** or other person making a **property damage** claim shall file a proof of loss with us within 60 days after the accident date, unless we have extended the time in writing. This proof of loss shall be a sworn statement setting out:

- (a) The interest of the **insured** and any others in the property;
- (b) Any liens on the property;
- (c) The **actual cash value** at time of loss;
- (d) The amount, place, time and cause of the loss; and
- (e) The description and amounts of all other insurance covering the property.

If we request, the **insured** must make the damaged property available for our inspection.

5. PAYMENT OF LOSS

We will pay any amount due under this coverage to the **insured** or his legal representative.

SECTION V-GENERAL CONDITIONS

The definitions contained in Section I of the policy apply to this section.

These conditions apply to all Coverages in this policy except as noted.

1. TERRITORY

This policy applies only to accidents, occurrences or losses during the policy period within the United States of America, its territories or possessions, or Canada or when the auto is being transported between ports thereof.

2. PREMIUM

When **you** dispose of, acquire ownership of, or replace a **private passenger, farm or utility auto**, any necessary premium adjustment will be made as of the date of the change and in accordance with our manuals.

3. CHANGES

The terms and provisions of this policy cannot be waived or changed, except by an endorsement issued to form a part of this policy.

We may revise this policy during its term to provide more coverage without an increase in premium. If we do so, **your** policy will automatically include the broader coverage when effective in **your state**.

The premium for each auto is based on the information we have in **your** file. **You** agree:

- (a) That we may adjust **your** policy premiums during the policy term if any of this information on which the premiums are based is incorrect, incomplete or changed.
- (b) That **you** will cooperate with us in determining if this information is correct and complete.
- (c) That **you** will notify us of any changes in this information.

Any calculation or recalculation of **your** premium or changes in **your** coverage will be based on the rules, rates and forms on file, if required, for our use in **your state**.

4. ASSIGNMENT

Your rights and duties under this policy may not be assigned without our written consent.

If **you** die, this policy will cover **your** surviving spouse, if covered under the policy prior to **your** death, and until the expiration of the policy term:

- (a) The executor or administrator of **your** estate, but only while operating an **owned auto** and while acting within the scope of his duties;
- (b) Any person having proper temporary custody of and operating the **owned auto**, as an **insured**, until the appointment and qualification of the executor or administrator of **your** estate.

If **your** marital relationship should terminate during the policy period, this policy will cover, upon notice to us or our agent, **your** former spouse, if such spouse was previously covered under the policy, for a period of 90 days following the termination of the marital relationship or until the expiration of the policy term, whichever is less.

5. POLICY PERIOD

Unless we cancel sooner, this policy will expire as shown in the declarations. It may be continued by our offer to renew and **your** acceptance, by payment of the required renewal premium, before the expiration date. Each period will begin and end at 12:01 A.M. local time at **your** address stated in the declarations.

6. CANCELLATION BY THE INSURED

You may cancel this policy by providing notice to us stating when, after the notice, cancellation will be effective.

If this policy is cancelled, **you** may be entitled to a premium refund. The premium refund, if any, will be computed according to our manuals.

7. CANCELLATION BY US

We may cancel this policy by mailing or delivering to **you**, at the address shown in this policy, and to any lienholder designated as such in the declarations, at the address shown in this policy, written notice stating when the cancellation will be effective.

We will mail this notice:

- (a) 10 days in advance if **your** policy has been in effect for less than 60 days, or if the proposed cancellation is for non-payment of premium or any of its installments when due;
- (b) 30 days in advance in all other cases.

The mailing or delivery of the above notice shall be effected by delivery in person to **you** or by first class United States Mail Post Office Receipt Secured. The policy will cease to be in effect as of the date and hour stated in the notice.

If this policy is cancelled, **you** may be entitled to a premium refund. The premium refund, if any, will be computed according to our manuals. Payment of unearned premium is not a condition of cancellation.

8. CANCELLATION BY US IS LIMITED

After this policy has been in effect for 60 days or, if the policy is a renewal policy, we will not cancel except for any of the following reasons:

- (a) **You** do not pay the initial premium on other than a renewal policy or any additional premium for this policy or fail to pay any premium installment when due to us or our agent.
- (b) **You** obtained the policy through material misrepresentation.
- (c) Any **insured** violated any of the terms and conditions of the policy.
- (d) **You** failed to disclose fully in **your** application **your** motor vehicle accidents and moving traffic violations for the preceding 36 months.
- (e) **You** failed to disclose in **your** application, or at our request, information we needed for acceptance or proper rating of the risk, or facts regarding accidents or losses which would have been material to a decision to renew **your policy**.
- (f) An **insured** made a false or fraudulent claim or knowingly aided or abetted another in presenting such claim.
- (g) **You**, any operator resident in **your** household or any customary operator of an insured auto has, within the 36 months prior to the notice of cancellation or non-renewal, had his driver's license suspended or revoked.
- (h) **You**, any operator resident in **your** household, or any customary operator of an insured auto has a history of or is subject to epilepsy or heart attacks and cannot produce a certificate from a physician testifying to his unqualified ability to operate a motor vehicle.
- (i) **You**, any household operator resident in **your** household, or any customary operator of an insured auto has an accident record, conviction record (criminal or traffic), or physical, mental or other condition which is such that his operation of an auto might endanger the public safety.
- (j) **You**, any operator resident in **your** household, or any customary operator of an insured auto is addicted to or uses narcotics or other drugs.
- (k) **You**, any operator resident in **your** household, or any customary operator of an insured auto has been convicted, or forfeited bail, during the 36 months immediately preceding the notice of cancellation for any felony.
- (l) **You**, any operator resident in **your** household, or any customary operator of an insured auto has been convicted, or forfeited bail, during the 36 months immediately preceding the notice of cancellation for criminal negligence, or assault arising out of the operation of a motor vehicle.
- (m) **You**, any operator resident in **your** household, or any customary operator of an insured auto has been convicted, or forfeited bail, during the 36 months immediately preceding the notice of cancellation for operating a motor vehicle while in an intoxicated condition or while under the influence of drugs.
- (n) **You**, any operator resident in **your** household, or any customary operator of an insured auto has been convicted, or forfeited bail, during the 36 months immediately preceding the notice of cancellation for leaving the scene of an accident without stopping to report.
- (o) **You**, any operator resident in **your** household, or any customary operator of an insured auto has been convicted, or forfeited bail, during the 36 months immediately preceding the notice of cancellation for theft or an unlawful taking of a motor vehicle.
- (p) **You**, any operator resident in **your** household, or any customary operator of an insured auto has been convicted, or forfeited bail, during the 36 months immediately preceding the notice of cancellation for making false statements in an application for a driver's license.
- (q) **You**, any operator resident in **your** household, or any customary operator of an insured auto has been convicted of, or forfeited bail for, 3 or more violations within the 36 months immediately preceding the notice of cancellation of any law, ordinance or regulation limiting the speed of motor vehicles, or of any of the provisions of motor vehicle laws, of any **state**, violation of which is a misdemeanor, whether or not the violations were repetitions of the same offense or different offenses.
- (r) The insured auto is mechanically defective to the extent that its operation might endanger public safety.
- (s) The insured auto is used in carrying passengers for hire or compensation, except that the use of an auto for a car pool shall not be considered use of an auto for hire or compensation.
- (t) The insured auto is used in the business of transporting flammables or explosives.
- (u) The insured auto is an authorized emergency vehicle.
- (v) The insured auto is modified or changed in condition during the policy period so as to increase the risk substantially.

Our failure to cancel for any of these reasons will not obligate us to renew the policy.

9. RENEWAL

We will not refuse to renew **your** policy unless written notice of our refusal to renew is mailed or delivered to **you**, at the address shown in this policy and to any lienholder, at least 30 days prior to the expiration date. The mailing or delivery of this notice by us shall be effected by delivery in person to **you** or by first class United States mail Post Office Receipt Secured. This policy will expire without notice if any of the following conditions exist:

- (a) **You** do not pay any premium as we require to renew this policy.
- (b) **You** have informed us or our agent that **you** wish the policy to be cancelled or not renewed.
- (c) **You** do not accept our offer to renew.

10. OTHER INSURANCE

If other insurance is obtained on **your** insured auto, any similar insurance afforded under this policy for that auto will terminate on the effective date of the other insurance.

11. DIVIDEND PROVISION

You may be entitled to share in a distribution of the surplus of the Company as determined by its Board of Directors from time to time.

12. DECLARATIONS

By accepting this policy, **you** agree that:

- (a) The statements in **your** application and in the declarations are **your** agreements and representations;
- (b) This policy is issued in reliance upon the truth of these representations; and
- (c) This policy, along with the application and declaration sheet, embodies all agreements relating to this insurance. The terms of this policy cannot be changed orally.

13. FRAUD AND MISREPRESENTATION

Coverage is not provided, or the policy may be cancelled, whether before or after a loss, an insured has:

- (a) Intentionally concealed or misrepresented any material fact or circumstance;
- (b) Engaged in fraudulent conduct; or
- (c) Made false statements

Relating to this insurance.

14. EXAMINATION UNDER OATH

The **insured** or any other person seeking coverage under this policy must submit to examination under oath by any person named by us when and as often as we may require.

15. TERMS OF POLICY CONFORMED TO STATUES

Any terms of this policy in conflict with the statutes of Georgia are amended to conform to those statutes.

16. DISPOSAL OF VEHICLE

If **you** relinquish possession of a leased vehicle or if **you** sell or relinquish ownership of an **owned auto**, any coverage provided by this policy will terminate on the date **you** do so.

17. CHOICE OF LAW

The policy and any amendment(s) and endorsement(s) are to be interpreted pursuant to the laws of Georgia.

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SECTION VI - AMENDMENTS AND ENDORSEMENTS

1. SPECIAL ENDORSEMENT UNITED STATES GOVERNMENT EMPLOYEES

A. Under the Property Damage coverage of Section I, we provide coverage to United States Government employees, civilian or military, using

1. Motor vehicles owned or leased by the United States Government or any of its agencies, or
2. Rented motor vehicles used for United States Government business,

when such use is with the permission of the United States Government. Subject to the limits described in paragraph **B.** below, we will pay sums **you** are legally obligated to pay for damage to these vehicles.

B. The following limits apply to this Coverage:

1. A \$100 deductible applies to each occurrence.
2. For vehicles described in **A.1.** above, our liability shall not exceed the lesser of the following:
 - (a) The **actual cash value** of the property at the time of the occurrence; or
 - (b) The cost to repair or replace the property, or any of its parts with other of like kind and quality; or
 - (c) Two months basic pay of the **insured**; or
 - (d) The limit of Property Damage liability coverage stated in the declarations.
3. For vehicles described in **A.2.** above, our liability shall not exceed the lesser of the following:
 - (a) The **actual cash value** of the property at the time of the occurrence; or
 - (b) The cost to repair or replace the property, or any of its parts with other of like kind and quality; or
 - (c) The limit of Property Damage liability coverage stated in the declarations.

This insurance is excess over other valid and collectible insurance.



W. C. E. Robinson
Secretary



O. M. Nicely
President



Automobile Policy Amendment

Policy Number: 4314-88-57-67

Your policy is amended as follows:

SECTION V - GENERAL CONDITIONS

The condition for POLICY PERIOD is revised as follows:

Unless otherwise cancelled, this policy will expire as shown in the declarations. But, it may be continued by our offer to renew and **your** acceptance by payment of the required renewal premium prior to the expiration date. Each period will begin and expire as stated in the declarations.

We affirm this amendment.

A handwritten signature in black ink, appearing to read "W. C. E. Robinson".

W. C. E. Robinson
Secretary

A handwritten signature in black ink, appearing to read "William E. Roberts".

William E. Roberts
President

00050C4314885767100630000766

GEICO
GEICO INDEMNITY COMPANY
Policy Number: 4314-88-57-67

Automobile Policy Amendment Georgia

Your policy is amended as follows:

SECTION I - LIABILITY COVERAGES

DEFINITIONS

Definition 15. *You* and *your* is revised as follows:

15. *You* and *your* means the named insured shown in the declarations or his or her spouse if a resident of the same household.

The following definitions are added:

16. **Personal vehicle sharing program** means a business, organization, network or group facilitating the sharing of private passenger vehicles for use by individuals or businesses.

17. **Ride-sharing** means the use of any vehicle by any **insured** in connection with a **transportation network company** from the time an **insured** logs on to or signs in to any computer or digital application or platform that connects or matches driver(s) with passenger(s) until the time an **insured** logs out of or signs off of any such application or platform, including while en route to pick up passenger(s) and while transporting passenger(s).

18. **Transportation network company** means a company or organization facilitating and/or providing transportation services using a computer or digital application or platform to connect or match passengers with drivers for compensation or a fee.

ADDITIONAL PAYMENTS WE WILL MAKE UNDER THE LIABILITY COVERAGES

Item 3. is revised as follows:

3. Interest calculated on that part of a judgment that is within our limit of liability and accruing:
- (a) Before the judgment, where owed by law, and until we pay, offer to pay, or deposit in court the amount due under this coverage;
 - (b) After the judgment, and until we pay, offer to pay, or deposit in court, the amount due under this coverage.

Item 5. is revised as follows:

5. Premiums for bail bonds paid by an **insured** due to traffic law violations arising out of the **use** of an **owned auto** or **non-owned auto**, not to exceed \$250 per bail bond.

Item (a) under "We will upon request by an **insured**, provide reimbursement for the following items:" is revised as follows:

- (a) Costs incurred by any **insured** for first aid to others at the time of an accident involving an **owned auto** or **non-owned auto**.

EXCLUSIONS

Section I does not apply:

The following exclusions are revised:

3. To **bodily injury** or property damage arising out of the ownership, maintenance, or use of an **owned auto** or **non-owned auto**:

- (a) used to carry persons or property for compensation or a fee; or
- (b) while being used for **ride-sharing**.

However, a vehicle used in an ordinary car pool is covered.

12. To:

- (a) Property, including motor vehicles of any type, owned, used by, or transported by an **insured**; or
- (b) Property rented to or in charge of an **insured** other than a residence or private garage.

16. To:

- (a) **Bodily injury** or property damage caused by an auto driven in or preparing for any racing, speed, or demolition contest or stunting activity of any nature, whether or not prearranged or organized.
- (b) The operation or use of a motor vehicle on a track designed primarily for racing or high speed driving. This does not apply if the vehicle is being used in connection with an activity other than racing, high speed driving or any competitive driving.

The following exclusion is added:

18. To **bodily injury** or property damage arising from any motor vehicle operated, maintained or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.

SECTION II – AUTO MEDICAL PAYMENTS COVERAGE**EXCLUSIONS****Section II does not apply:**

Exclusion 1. is revised as follows:

1. To **bodily injury** arising out of the ownership, maintenance, or use of an **owned auto** or **non-owned auto**:

- (a) used to carry persons or property for compensation or a fee; or
- (b) while being used for **ride-sharing**.

However, a vehicle used in an ordinary car pool is covered. This exclusion does not apply to **you** or any **relative** while a passenger and not operating the vehicle.

Exclusion 8. is revised as follows:

8. To:

- (a) **Bodily injury** caused by an auto driven in or preparing for any racing, speed or demolition contest or stunting activity of any nature, whether or not prearranged or organized.
- (b) The operation or use of a motor vehicle on a track designed primarily for racing or high speed driving. This does not apply if the vehicle is being used in connection with an activity other than racing, high speed driving or any competitive driving.

The following exclusion is added:

10. To **bodily injury** arising from any motor vehicle operated, maintained or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.

SECTION III - PHYSICAL DAMAGE COVERAGES**DEFINITIONS**

The definitions of **personal vehicle sharing program**, **ride-sharing** and **transportation network company** under Section I apply to Section III also.

Definition 10. **Trailer** is revised as follows:

10. **Trailer** means a trailer designed to be towed by a **private passenger auto** and not used as a home, residence, office, store, display or passenger trailer. **Trailer** does not mean a trailer with built-in sleeping facilities designed for recreational or camping use.

LOSSES WE WILL PAY FOR YOU

Comprehensive (Excluding Collision) is revised as follows:

1. We will pay for each **loss**, less the applicable deductible, caused other than by **collision**, to the **owned** or **non-owned auto**. This includes glass breakage or **loss** caused by:

- (a) Missiles
- (b) Falling objects;
- (c) Fire;
- (d) Lightning;
- (e) Theft;
- (f) Larceny;
- (g) Explosion;
- (h) Earthquake;
- (i) Windstorm;
- (j) Hail;
- (k) Water;
- (l) Flood;
- (m) Malicious mischief;
- (n) Vandalism
- (o) Riot;
- (p) Civil commotion; or
- (q) Colliding with a bird or animal.

At the option of the **insured**, breakage of glass caused by **collision** may be paid under the collision coverage, if included in the policy.

2. We will pay, up to \$200 per occurrence, less the applicable deductible, for **loss** to personal effects due to:

- (a) Fire;
- (b) Lightning;
- (c) Flood;
- (d) Falling objects;
- (e) Earthquake;
- (f) Explosion; or
- (g) Theft of the entire automobile.

The property must be owned by **you** or a **relative**, and must be in or upon an **owned auto** or an auto rented or leased by **you**.

3. **Losses**, including **loss** to personal effects, arising out of a single occurrence shall be subject to no more than one deductible.

EXCLUSIONS**Section III does not apply:**

The following exclusions are revised:

1. To any vehicle:
 - (a) used to carry persons or property for compensation or a fee; or
 - (b) while being used for **ride-sharing**.However, a vehicle used in an ordinary car pool is covered.
10. To **loss for custom parts or equipment**, in excess of \$1,000, unless the existence of those **custom parts or equipment** has been previously reported to us and an endorsement to the policy has been added.
14. To:
 - (a) Any **loss** caused by participation in or preparing for any racing, speed, or demolition contest or stunting activity of any nature, whether or not prearranged.
 - (b) Any **loss** caused by the operation or use of a motor vehicle on a track designed primarily for racing or high speed driving. This does not apply if the vehicle is being used in connection with an activity other than racing, high speed driving or any competitive driving.

The following exclusion is added:

15. To any motor vehicle operated, maintained or used as part of personal vehicle sharing facilitated by a **personal vehicle sharing program**.

LIMIT OF LIABILITY

Item 2. is revised as follows:

2. Will not exceed the prevailing competitive price to repair or replace the property at the time of **loss**, or any of its parts, including parts from non-original equipment manufacturers, with other of like kind and quality. Although **you** have the right to choose any repair facility or location, the limit of liability for repair or replacement of such property is the prevailing competitive price, which is the price we can secure from a competent and conveniently located repair facility. At **your** request, we will identify a repair facility that will perform the repairs or replacement at the prevailing competitive price.

Item 6. is revised as follows:

6. For **custom parts or equipment** is limited to the **actual cash value** of the **custom parts or equipment**, not to exceed the **actual cash value** of the vehicle. However, the most we will pay for **loss to custom parts or equipment** is \$1,000, unless the existence of those **custom parts or equipment** has been previously reported to us and an endorsement to the policy has been added. **Actual cash value** of property will be determined at the time of the **loss** and will include an adjustment for **depreciation/betterment** and for the physical condition of the property.

Item 7. is deleted.

CONDITIONS

The following conditions are revised:

The last line of Condition 1. NOTICE, is revised to:

In the case of theft of the entire auto, the **insured** must promptly notify the police that the vehicle was stolen. To be eligible as a covered **loss**, the police report must acknowledge and classify the report as theft of a motor vehicle. The **insured** must cooperate fully: with the policy investigation, with the prosecution of any person(s) charged with theft and any civil suit brought by us against the person(s) responsible to recover for the **loss**.

The second paragraph of Condition 4. ACTION AGAINST US, is revised to:

If we retain salvage, we have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If **you** ask us immediately after a **loss** to preserve the salvage for inspection, we will do so for a period not to exceed 30 days. **You** may purchase the salvage from us if **you** wish.

The following condition is added:

10. ASSIGNMENT

With respect to Section III, Physical Damage Coverages, an Assignment of interest under this policy will not bind us without our consent. Any nonconforming assignment shall be void and invalid. Moreover, the assignee of nonconforming assignment shall acquire no rights under this contract and we shall not recognize any such assignment.

SECTION IV - UNINSURED MOTORIST COVERAGE

EXCLUSIONS

When Section IV Does Not Apply:

Exclusion 7. is revised as follows:

7. To:

- (a) Damage caused by an **insured's** participation in or preparing for any racing, speed, or demolition contest or stunting activity of any nature, whether or not prearranged.
- (b) Damage caused by an **insured's** operation or use of a motor vehicle on a track designed primarily for racing or high speed driving. This does not apply if the vehicle is being used in connection with an activity other than racing, high speed driving or any competitive driving.

The following exclusion is added:

9. To **bodily injury** to any person or to **property damage** while an **owned auto** or **non-owned auto**:

- (a) is being used to carry persons for compensation or a fee; or
- (b) is being used for **ride-sharing**.

However, a vehicle used in an ordinary car pool is covered. This exclusion does not apply to **you** or any **relative** while a passenger and not operating the vehicle.

SECTION V- GENERAL CONDITIONS

6. CANCELLATION BY THE **INSURED**

The first paragraph is revised as follows:

You may cancel this policy by returning the original policy to us or by delivering or mailing to us a written request for cancellation stating when, after notice, cancellation will be effective.

We affirm this amendment.



W. C. E. Robinson
Secretary



William E. Roberts
President

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GEICO

GEICO INDEMNITY COMPANY

Policy Number: 4314-88-57-67

**Uninsured Motorist Bodily Injury
(Add - On) Amendment**

Georgia

Your policy is amended as follows:

SECTION IV

UNINSURED MOTORISTS COVERAGE

DEFINITIONS

Definition **6.** (b) is revised as follows:

- (b) For which the total available coverage limits of all bodily injury liability and property damage liability insurance policies are less than the damages the insured is legally entitled to recover from this accident.

We affirm this amendment.



W. C. E. Robinson
Secretary



O. M. Nicely
President



GEICO INDEMNITY COMPANY

Policy Number: 4314-88-57-67

Automobile Policy Endorsement

Rental Reimbursement Endorsement

We agree with **you** that the policy is amended as follows:

SECTION III - PHYSICAL DAMAGE COVERAGES

The following coverage is added:

Coverage-Rental Reimbursement

When there is a **loss** to an **owned auto** for which a specific premium charge indicates that rental reimbursement coverage is afforded:

We will reimburse the **insured** toward costs the **insured** incurs to rent an auto. Reimbursement will not exceed the limits described in the declarations and payment will be limited to a reasonable and necessary period of time required to repair or replace the **owned auto**. This coverage applies only if:

1. The **owned auto** is withdrawn from use for more than 24 consecutive hours, and
2. The **loss** to the **owned auto** is covered under comprehensive or collision coverage of this policy.

When there is a total theft of the entire auto, we will reimburse the **insured** toward costs the **insured** incurs to rent an auto, subject to the following limitations:

1. This coverage will reimburse the **insured** for reasonable rental expenses beginning 48 hours after a theft of the entire vehicle covered under the comprehensive coverage of this policy; and
2. This coverage may be used to reimburse reasonable rental expenses in excess of those provided by Section III of the policy if and to the extent the coverage limits under rental reimbursement exceed those provided in Section III of the policy. In that event, the amount payable under this endorsement is the amount by which this coverage exceeds those described in Section III of the policy; and
3. Subject to number 2 above, in no event shall the total amount payable under both this coverage and the supplemental coverage in Section III of the policy exceed the daily limit of coverage provided by this endorsement.

Reimbursement for rental charges shall end the earliest of when the **owned auto** has been:

1. Returned to **you**; or
2. Repaired; or
3. Replaced; or
4. Deemed a total loss by us:
 - (a) Seventy-two (72) hours after we pay the applicable limit of liability under Section III; or
 - (b) Seventy-two (72) hours after our initial settlement offer;
 whichever comes first.

However, when there is a total theft of an **owned auto**, reimbursement for rental charges shall end the earliest of:

1. The date the auto is returned to use if the vehicle is recovered before payment of the total theft claim to **you** or the owner of the vehicle; or if the vehicle is not recovered,
2. Seventy-two (72) hours after our initial settlement offer of the **actual cash value** of the **owned auto**.
3. Seventy-two (72) hours after the failure to provide either a proof of loss or recorded statement if requested by us.

No deductible applies to this coverage.

CONDITIONS

In the case of theft of the entire auto, the **insured** must promptly notify the police that the vehicle was stolen. To be eligible as a covered **loss**, the police report must acknowledge and classify the report as theft of a motor vehicle. The **insured** must cooperate fully: with the policy investigation, with the prosecution of any person(s) charged with theft and any civil suit brought by us against the person(s) responsible to recover for the **loss**.

The coverage provided by this endorsement is subject to all the provisions and conditions of SECTION III of the policy.

The COMPANY affirms this endorsement.

W. C. E. Robinson
Secretary

O. M. Nicely
President

GEICO

GEICO INDEMNITY COMPANY

Policy Number: 4314-88-57-67

Automobile Policy Amendment Emergency Road Service Coverage

Your policy provisions are amended as follows:

SECTION III

PHYSICAL DAMAGE COVERAGES

Emergency Road Service

We will pay reasonable expenses an **insured** incurs for the **owned** or **non-owned auto**, for:

1. mechanical labor up to one hour at the place of breakdown;
2. lockout services up to \$100 per lockout if keys to the auto are lost, broken or accidentally locked in the auto;
3. if it will not run, towing to the **nearest** repair facility where the necessary repairs can be made;
4. towing it out if it is stuck on or immediately next to a public highway;
5. delivery of gas, oil, loaned battery, or change of tire. WE DO NOT PAY FOR THE COST OF THE GAS, OIL, LOANED BATTERY, OR TIRE(S).

OBTAINING SERVICE UNDER THIS AMENDMENT

You may secure service under this amendment in the following manner:

SIGN AND DRIVE

The first method, called sign and drive, features a toll-free number in which the **insured** calls a GEICO Emergency Road Service representative who will dispatch a service vendor. Upon verification of Emergency Road Service (ERS) coverage, reasonable and necessary charges for covered services provided will be automatically billed to the Company by the Service vendor. The **insured** need only sign a receipt at the time of service which authorizes the company to directly pay the service vendor. Any additional mileage, other fees not specifically addressed above, or lockout services in excess of \$100 will be at the **insured's** expense.

HIRED SERVICES

The second method occurs when the **insured** does not use the sign and drive feature described above and hires services without prior approval from the Emergency Road Service (ERS) Department. Upon verification of Emergency Road Service (ERS) coverage, for covered services provided, up to a limit of \$50 will apply. Lockout services are limited to \$100. Requests for reimbursement must be accompanied by an original itemized receipt and must be submitted within 60 days of service.

There will be a limit of one reimbursement per disablement.

We affirm this amendment.



W. C. E. Robinson
Secretary



O. M. Nicely
President

EXHIBIT B

Looking for a no-hassle pricing on New or Used Car?

The GEICO Car Buying Service is here to help.



Shop with confidence and save, discovering great deals.

We'll get you back on the road fast!

The GEICO Car Buying Service provides:

- TrueCar® Certified Dealers dedicated to providing a no-hassle car buying experience.
- What others paid for new vehicle in your area so you don't overpay.
- A way to easily view and compare thousands of new and used vehicles online.
- TrueCar® representatives available to help you through the entire process.

A service you can trust when you need it most

GEICO®

Visit us today at www.geico.com/replacemycar
or call 877-638-4126

CCC ONE MARKET VALUATION REPORT

Prepared for GEICO

REPORT SUMMARY

CLAIM INFORMATION

Owner	Ewing, Tamara 2657 Lenox Rd Ne Atlanta, GA 30324
Loss Vehicle	2013 Cadillac ATS Luxury RWD
Loss Incident Date	05/01/2017
Claim Reported	05/01/2017

The CCC ONE® Market Valuation Report reflects CCC Information Services Inc.'s opinion as to the value of the loss vehicle, based on information provided to CCC by GEICO.

Loss vehicle has 19% fewer than average mileage of 51,900.

INSURANCE INFORMATION

Report Reference Number	84462384
Claim Reference	0479114120101101-01
Adjuster	Tomlinson, Richard
Odometer	41,782
Last Updated	05/01/2017 01:02 PM

VALUATION SUMMARY

Base Vehicle Value	\$ 17,841.00
Adjusted Vehicle Value	\$ 17,841.00
Value before Deductible	\$ 17,841.00
Deductible	- \$ 2,500.00

Total \$ 15,341.00

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

BASE VEHICLE VALUE

This is derived from comparable vehicle(s) available or recently available in the marketplace at the time of valuation, per our valuation methodology described on the next page.

ADJUSTED VEHICLE VALUE

This is determined by adjusting the Base Vehicle Value to account for the actual condition of the loss vehicle and certain other reported attributes, if any, such as refurbishments and after factory equipment.

Inside the Report

Valuation Methodology.....	2
Vehicle Information.....	3
Vehicle Condition.....	6
Comparable Vehicles.....	8
Valuation Notes.....	12
Supplemental Information.....	13

VALUATION METHODOLOGY

How was the valuation determined?

CLAIM INSPECTION



GEICO has provided CCC with the zip code where the loss vehicle is garaged, loss vehicle VIN, mileage, equipment, as well as loss vehicle condition, which is used to assist in determining the value of the loss vehicle.

DATABASE REVIEW



CCC maintains an extensive database of vehicles that currently are or recently were available for sale in the U.S. This database includes vehicles that CCC employees have physically inspected, as well as vehicles advertised for sale by dealerships or private parties. All of these sources are updated regularly.

SEARCH FOR COMPARABLES

When a valuation is created the database is searched and comparable vehicles in the area are selected. The zip code where the loss vehicle is garaged determines the starting point for the search. Comparable vehicles are similar to the loss vehicle based on relevant factors.



CALCULATE BASE VEHICLE VALUE

Adjustments to the price of the selected comparable vehicles are made to reflect differences in vehicle attributes, including mileage and options. Dollar adjustments are based upon market research.

Finally, the Base Vehicle Value is the weighted average of the adjusted values of the comparable vehicles based on the following factors:

- Source of the data (such as inspected versus advertised)
- Similarity (such as equipment, mileage, and year)
- Proximity to the loss vehicle's primary garage location
- Recency of information




MARKET VALUATION REPORT

 Owner: Ewing, Tamara
 Claim: 0479114120101101-01


VEHICLE INFORMATION
VEHICLE DETAILS

Location	ATLANTA, GA 30324
VIN	1G6AB5R36D0143777
Year	2013
Make	Cadillac
Model	ATS
Trim	Luxury
Body Style	RWD
Body Type	Sedan
Engine -	
Cylinders	6
Displacement	3.6L
Fuel Type	Flex Fuel
Carburation	Direct Injection
Transmission	Automatic Transmission
Curb Weight	3461 lbs

VEHICLE ALLOWANCES

Odometer	41,782	+ 850
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Options

Navigation System	Reported	+ 700
CD Player	Reported	+ 150
Electric Glass Roof	Reported	+ 500

Reported* Option(s) added after initial valuation

VEHICLE HISTORY SUMMARY

CCC VINguard®	24 Vehicle Market History Information	04/15/2016
Experian AutoCheck	No Title Problem Found	
National Highway Traffic Safety Administration	7 Recalls	

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicle.

Please review the information in the Vehicle Information Section to confirm the reported mileage and to verify that the information accurately reflects the options, additional equipment or other aspects of the loss vehicle that may impact the value.

Allowances are factors influencing the value of the loss vehicle when compared to a typical vehicle. The typical vehicle is a vehicle of the same year, make, and model as the loss vehicle, including average mileage, and all standard equipment. These allowances are displayed for illustrative purposes only.

The Base Vehicle Value is calculated from the comparable vehicles with adjustments to reflect the loss vehicle configuration


VEHICLE INFORMATION
VEHICLE EQUIPMENT

Odometer	41,782		
Transmission	Automatic Transmission	✓	
Power	Power Steering	✓	
	Power Brakes	✓	
	Power Windows	✓	
	Power Locks	✓	
	Power Mirrors	✓	
	Power Driver Seat	✓	
	Power Passenger Seat	✓	
	Power Trunk/Gate Release	✓	
	Decor/Convenience	Air Conditioning	✓
Climate Control		✓	
Tilt Wheel		✓	
Cruise Control		✓	
Rear Defogger		✓	
Intermittent Wipers		✓	
Console/Storage		✓	
Overhead Console		✓	
Memory Package		✓	
Navigation System		📄	
Keyless Entry		✓	
Telescopic Wheel		✓	
Message Center		✓	
Home Link		✓	
Remote Starter		✓	
Wood Interior Trim		📄	
Seating		Bucket Seats	✓
		Reclining/Lounge Seats	📄
		Leather Seats	✓
Radio	AM Radio	✓	
	FM Radio	✓	
	Stereo	✓	

To the left is the equipment of the loss vehicle that GEICO provided to CCC.

✓ **Standard** This equipment is included in the base configuration of the vehicle at time of purchase.

📄 **Additional** Equipment that is not Standard but was noted to be on the loss vehicle.



VEHICLE INFORMATION

VEHICLE EQUIPMENT

	Search/Seek	✓
	CD Player	📄
	Steering Wheel Touch Controls	✓
	Auxiliary Audio Connection	✓
	Premium Radio	✓
	Satellite Radio	✓
Wheels	Aluminum/Alloy Wheels	✓
Roof	Electric Glass Roof	📄
Safety/Brakes	Air Bag (Driver Only)	✓
	Passenger Air Bag	✓
	Anti-lock Brakes (4)	✓
	4-wheel Disc Brakes	✓
	Front Side Impact Air Bags	✓
	Head/Curtain Air Bags	✓
	Backup Camera W/ Parking Sensors	✓
	Communications System	✓
	Hands Free	✓
	Alarm	✓
	Traction Control	✓
	Stability Control	✓
Exterior/Paint/Glass	Dual Mirrors	✓
	Heated Mirrors	✓
	Tinted Glass	✓
	Signal Integrated Mirrors	✓
	Three Stage Paint	📄


MARKET VALUATION REPORT

 Owner: Ewing, Tamara
 Claim: 0479114120101101-01


VEHICLE CONDITION
COMPONENT CONDITION

	Condition	Inspection Notes/Guidelines	Value Impact
Mechanical	AVERAGE PRIVATE	Guideline: Transmission: Fluid slightly discolored. A few areas of seepage. Engine: Minor seepage. Belts and hoses firm, show minimal wear. Minimal dirt and grease in engine compartment.	\$ 0
Tires	AVERAGE PRIVATE	Guideline: Rear Tires: 41% to 68% of new. Example: Typical new car tires are 11/32, loss measures at 5/32 = 46% (5/11) Front Tires: 41% to 68% of new. Example: Typical new car tires are 11/32, loss measures at 5/32 = 46% (5/11)	\$ 0
Paint	AVERAGE PRIVATE	Guideline: Few small chips and/or scratches. No peeling and/or flaking. Minor swirl marks. Slight Fading.	\$ 0
Body	AVERAGE PRIVATE	Guideline: Sheet Metal: Few dings. No rust. All panels intact and properly aligned. Trim: No broken and/or missing components. No dents. Few dings.	\$ 0
Glass	AVERAGE PRIVATE	Guideline: Light surface scratches and/or pitting.	\$ 0
Seats	AVERAGE PRIVATE	Guideline: Clean. No significant tears, holes and/or burn marks. No significant wear. No bare spots. Lightly worn primarily in driver's area.	\$ 0
Carpets	AVERAGE PRIVATE	Guideline: Clean. No significant tears, holes and/or burn marks. No significant wear. No bare spots. Lightly worn primarily in driver's area.	\$ 0
Dashboard	AVERAGE PRIVATE	Guideline: Few small scratches and/or gouges. Minimal damage to components. Light wear.	\$ 0

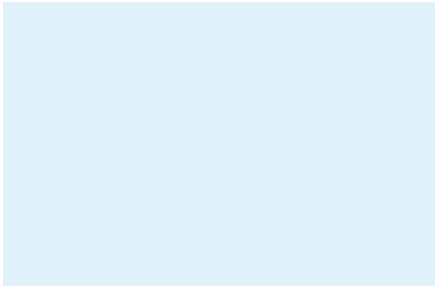
GEICO uses condition inspection guidelines to determine the condition of key components of the loss vehicle prior to the loss. The guidelines describe physical characteristics for these key components, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss vehicle's condition.

CCC makes dollar adjustments that reflect the impact the reported condition has on the value of the loss vehicle as compared to Average Private condition. These dollar adjustments are based upon interviews with dealerships across the United States.

 **VEHICLE CONDITION**

COMPONENT CONDITION

	Condition	Inspection Notes/Guidelines	Value Impact
Headliner	AVERAGE	Guideline:	\$ 0
	PRIVATE	Clean. No significant holes and/or burn marks. No significant scuffing.	
Total Condition Adjustments			\$ 0




MARKET VALUATION REPORT

 Owner: Ewing, Tamara
 Claim: 0479114120101101-01


COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 1	Comp 2	Comp 3
Odometer	41,782	50,221	21,486	62,316
Automatic Transmission	✓	✓	✓	✓
4 Wheel Drive	✗	✓	✓	✗
Power Steering	✓	✓	✓	✓
Power Brakes	✓	✓	✓	✓
Power Windows	✓	✓	✓	✓
Power Locks	✓	✓	✓	✓
Power Mirrors	✓	✓	✓	✓
Power Driver Seat	✓	✓	✓	✓
Power Passenger Seat	✓	✓	✓	✓
Power Trunk/Gate Release	✓	✓	✓	✓
Air Conditioning	✓	✓	✓	✓
Climate Control	✓	✓	✓	✓
Tilt Wheel	✓	✓	✓	✓
Cruise Control	✓	✓	✓	✓
Rear Defogger	✓	✓	✓	✓
Intermittent Wipers	✓	✓	✓	✓
Console/Storage	✓	✓	✓	✓
Overhead Console	✓	✓	✓	✓
Memory Package	✓	✓	✓	✓
Navigation System	✓	✗	✗	✓
Keyless Entry	✓	✓	✓	✓
Telescopic Wheel	✓	✓	✓	✓
Message Center	✓	✓	✓	✓
Home Link	✓	✓	✓	✓
Remote Starter	✓	✓	✓	✓
Wood Interior Trim	✓	✗	✗	✗
Bucket Seats	✓	✓	✓	✓
Reclining/Lounge Seats	✓	✗	✗	✗
Leather Seats	✓	✓	✓	✓
Heated Seats	✗	✓	✓	✗
AM Radio	✓	✓	✓	✓
FM Radio	✓	✓	✓	✓
Stereo	✓	✓	✓	✓
Search/Seek	✓	✓	✓	✓
CD Player	✓	✗	✗	✓
Steering Wheel Touch Controls	✓	✓	✓	✓
Auxiliary Audio Connection	✓	✓	✓	✓
Premium Radio	✓	✓	✓	✓
Satellite Radio	✓	✓	✓	✓

Comp 1 Updated Date: 04/21/2017

**2013 Cadillac Ats Luxury Awd 4
2.0I Gasoline Turbocharged Direct
Injection**
VIN 1G6AH5RX5D0149975

Dealership Carvana Atlanta

Telephone (855) 442-6082

Source Autotrader

Stock # 2000046741

Distance from Atlanta, GA

4 Miles - Atlanta, GA

Comp 2 Updated Date: 04/02/2017

**2013 Cadillac Ats Luxury Awd 6 3.6I
Flex Fuel Direct Injection**
VIN 1G6AH5R32D0112296

Dealership Carvana Atlanta

Telephone (855) 442-6082

Source Autotrader

Stock # 2000034741

Distance from Atlanta, GA

4 Miles - Atlanta, GA

Comp 3 Updated Date: 04/18/2017

**2013 Cadillac Ats Luxury Rwd 4 2.5I
Gasoline Direct Injection**
VIN 1G6AB5RA3D0153648

Dealership Us Auto Sales

Telephone (404) 879-5395

Source Autotrader

Stock # 153648

Distance from Atlanta, GA

23 Miles - Lawrenceville, GA

Comparable vehicles used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

List Price is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

Distance is based upon a straight line between loss and comparable vehicle locations.

¹The **Condition Adjustment** sets that comparable vehicle to Average Private condition, which the loss vehicle is also


MARKET VALUATION REPORT

 Owner: Ewing, Tamara
 Claim: 0479114120101101-01


COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 1	Comp 2	Comp 3
Aluminum/Alloy Wheels	✓	✓	✓	✓
Electric Glass Roof	✓	✓	✓	✗
Drivers Side Air Bag	✓	✓	✓	✓
Passenger Air Bag	✓	✓	✓	✓
Anti-lock Brakes (4)	✓	✓	✓	✓
4-wheel Disc Brakes	✓	✓	✓	✓
Front Side Impact Air Bags	✓	✓	✓	✓
Head/Curtain Air Bags	✓	✓	✓	✓
Backup Camera W/ Parking Sensors	✓	✓	✓	✓
Communications System	✓	✓	✓	✓
Hands Free	✓	✓	✓	✓
Alarm	✓	✓	✓	✓
Traction Control	✓	✓	✓	✓
Stability Control	✓	✓	✓	✓
Dual Mirrors	✓	✓	✓	✓
Heated Mirrors	✓	✓	✓	✓
Tinted Glass	✓	✓	✓	✓
Signal Integrated Mirrors	✓	✓	✓	✓
Metallic Paint	✗	✗	✗	✓
Three Stage Paint	✓	✗	✗	✗
List Price		\$ 19,000	\$ 21,750	\$ 14,600
Adjustments:				
Make/Model/Trim		- \$ 650	- \$ 950	+ \$ 125
Options		+ \$ 700	+ \$ 700	+ \$ 500
Mileage		+ \$ 696	- \$ 1,285	+ \$ 1,654
Condition ¹		- \$ 962	- \$ 962	- \$ 962
Adjusted Comparable Value		\$ 18,784	\$ 19,253	\$ 15,917

compared to in the Vehicle Condition section.


MARKET VALUATION REPORT

 Owner: Ewing, Tamara
 Claim: 0479114120101101-01


COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 4
Odometer	41,782	73,605
Automatic Transmission	✓	✓
4 Wheel Drive	✗	✓
Power Steering	✓	✓
Power Brakes	✓	✓
Power Windows	✓	✓
Power Locks	✓	✓
Power Mirrors	✓	✓
Power Driver Seat	✓	✓
Power Passenger Seat	✓	✓
Power Trunk/Gate Release	✓	✓
Air Conditioning	✓	✓
Climate Control	✓	✓
Tilt Wheel	✓	✓
Cruise Control	✓	✓
Rear Defogger	✓	✓
Intermittent Wipers	✓	✓
Console/Storage	✓	✓
Overhead Console	✓	✓
Memory Package	✓	✓
Navigation System	✓	✗
Keyless Entry	✓	✓
Telescopic Wheel	✓	✓
Message Center	✓	✓
Home Link	✓	✓
Remote Starter	✓	✓
Wood Interior Trim	✓	✗
Bucket Seats	✓	✓
Reclining/Lounge Seats	✓	✗
Leather Seats	✓	✓
AM Radio	✓	✓
FM Radio	✓	✓
Stereo	✓	✓
Search/Seek	✓	✓
CD Player	✓	✓
Steering Wheel Touch Controls	✓	✓
Auxiliary Audio Connection	✓	✓
Premium Radio	✓	✓
Satellite Radio	✓	✓
Aluminum/Alloy Wheels	✓	✓
Electric Glass Roof	✓	✓

Comp 4 Updated Date: 04/17/2017

2013 Cadillac Ats Luxury Awd 6 3.6l
Flex Fuel Direct Injection
VIN 1G6AH5R32D0113853
Dealership Ivory Chevrolet
Telephone (404) 397-6306
Source Autotrader
Stock # AB195
Distance from Atlanta, GA

19 Miles - Union City, GA

Comparable vehicles used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

List Price is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

Distance is based upon a straight line between loss and comparable vehicle locations.

¹The **Condition Adjustment** sets that comparable vehicle to Average Private condition, which the loss vehicle is also compared to in the Vehicle Condition section.


COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 4
Drivers Side Air Bag	✓	✓
Passenger Air Bag	✓	✓
Anti-lock Brakes (4)	✓	✓
4-wheel Disc Brakes	✓	✓
Front Side Impact Air Bags	✓	✓
Head/Curtain Air Bags	✓	✓
Backup Camera W/ Parking Sensors	✓	✗
Parking Sensors	✗	✓
Communications System	✓	✓
Hands Free	✓	✓
Alarm	✓	✓
Traction Control	✓	✓
Stability Control	✓	✓
Dual Mirrors	✓	✓
Heated Mirrors	✓	✓
Tinted Glass	✓	✓
Signal Integrated Mirrors	✓	✓
Three Stage Paint	✓	✗

List Price \$ 16,785

Adjustments:

Make/Model/Trim	- \$ 950
Options	+ \$ 838
Mileage	+ \$ 2,214
Condition ¹	- \$ 962

Adjusted Comparable Value \$ 17,925

CCC ONE MARKET VALUATION REPORT

Owner: Ewing, Tamara
Claim: 0479114120101101-01

VALUATION NOTES

05/01/2017 13:02 - TAX DISTRICT N

This Market Valuation Report has been prepared exclusively for use by GEICO, and no other person or entity is entitled to or should rely upon this Market Valuation Report and/or any of its contents. CCC is one source of vehicle valuations, and there are other valuation sources available.

Regulations concerning vehicle value include Georgia Administrative Code 120-2-52-.06.


MARKET VALUATION REPORT

 Owner: Ewing, Tamara
 Claim: 0479114120101101-01

SUPPLEMENTAL INFORMATION



CARRIER INFORMATION

Prepared for: GEICO

Web: Get back on the road fast!

GEICO offers an easy-to-use service designed to help you save time and money.

Simply visit www.geico.com/replaceyourcar today or call

(877)-638-4119 to get started!!



VEHICLE HISTORY INFORMATION

VINguard®

VINguard® Message: VINguard has decoded this VIN without any errors

Vehicle Market History Information:

This vehicle was reported to CCC on 04/07/2016 Mileage: 30471

Location: AutoTrader in SMYRNA, GA

This vehicle was reported to CCC on 04/07/2016 Mileage: 30471

Location: AutoTrader in SMYRNA, GA

This vehicle was reported to CCC on 04/07/2016 Mileage: 30471

Location: AutoTrader in SMYRNA, GA

This vehicle was reported to CCC on 04/07/2016 Mileage: 30471

Location: AutoTrader in SMYRNA, GA

This vehicle was reported to CCC on 04/07/2016 Mileage: 30471

Location: TrueCar in SMYRNA, GA

This vehicle was reported to CCC on 04/07/2016 Mileage: 30471

Location: TrueCar in SMYRNA, GA

This vehicle was reported to CCC on 04/07/2016 Mileage: 30471

Location: TrueCar in SMYRNA, GA

This vehicle was reported to CCC on 04/07/2016 Mileage: 30471

Location: TrueCar in SMYRNA, GA

This vehicle was reported to CCC on 04/29/2016 Mileage: 31049

Location: AutoTrader in SMYRNA, GA

This vehicle was reported to CCC on 04/29/2016 Mileage: 31049

Location: AutoTrader in SMYRNA, GA

This vehicle was reported to CCC on 04/29/2016 Mileage: 31049

Location: AutoTrader in SMYRNA, GA

This vehicle was reported to CCC on 04/29/2016 Mileage: 31049

Location: AutoTrader in SMYRNA, GA

This vehicle was reported to CCC on 05/16/2016 Mileage: 31049

SUPPLEMENTAL INFORMATION



VEHICLE HISTORY INFORMATION

Location: AutoTrader in SMYRNA, GA

This vehicle was reported to CCC on 05/16/2016 Mileage: 31049

Location: AutoTrader in SMYRNA, GA

This vehicle was reported to CCC on 05/16/2016 Mileage: 31049

Location: AutoTrader in SMYRNA, GA

This vehicle was reported to CCC on 05/16/2016 Mileage: 31049

Location: AutoTrader in SMYRNA, GA

This vehicle was reported to CCC on 05/11/2016 Mileage: 31049

Location: AutoTrader in SMYRNA, GA

This vehicle was reported to CCC on 05/11/2016 Mileage: 31049

Location: AutoTrader in SMYRNA, GA

This vehicle was reported to CCC on 05/11/2016 Mileage: 31049

Location: AutoTrader in SMYRNA, GA

This vehicle was reported to CCC on 05/11/2016 Mileage: 31049

Location: AutoTrader in SMYRNA, GA

This vehicle was reported to CCC on 04/15/2016 Mileage: 31049

Location: AutoTrader in SMYRNA, GA

This vehicle was reported to CCC on 04/15/2016 Mileage: 31049

Location: AutoTrader in SMYRNA, GA

This vehicle was reported to CCC on 04/15/2016 Mileage: 31049

Location: AutoTrader in SMYRNA, GA

This vehicle was reported to CCC on 04/15/2016 Mileage: 31049

Location: AutoTrader in SMYRNA, GA


MARKET VALUATION REPORT

 Owner: Ewing, Tamara
 Claim: 0479114120101101-01

SUPPLEMENTAL INFORMATION


EXPERIAN® AUTOCHECK® VEHICLE HISTORY REPORT

TITLE CHECK	RESULTS FOUND
Abandoned	✓ No Abandoned Record Found
Damaged	✓ No Damaged Record Found
Fire Damage	✓ No Fire Damage Record Found
Grey Market	✓ No Grey Market Record Found
Hail Damage	✓ No Hail Damage Record Found
Insurance Loss	✓ No Insurance Loss Record Found
Junk	✓ No Junk Record Found
Rebuilt	✓ No Rebuilt Record Found
Salvage	✓ No Salvage Record Found
EVENT CHECK	RESULTS FOUND
NHTSA Crash Test Vehicle	✓ No NHTSA Crash Test Vehicle Record Found
Frame Damage	✓ No Frame Damage Record Found
Major Damage Incident	✓ No Major Damage Incident Record Found
Manufacturer Buyback/Lemon	✓ No Manufacturer Buyback/Lemon Record Found
Odometer Problem	✓ No Odometer Problem Record Found
Recycled	✓ No Recycled Record Found
Water Damage	✓ No Water Damage Record Found
Salvage Auction	✓ No Salvage Auction Record Found
VEHICLE INFORMATION	RESULTS FOUND
Accident	✓ No Accident Record Found
Corrected Title	✓ No Corrected Title Record Found
Driver Education	✓ No Driver Education Record Found
Fire Damage Incident	✓ No Fire Damage Incident Record Found
Lease	✓ No Lease Record Found
Lien	✓ No Lien Record Found
Livery Use	✓ No Livery Use Record Found
Government Use	✓ No Government Use Record Found
Police Use	✓ No Police Use Record Found
Fleet	✓ No Fleet Record Found
Rental	✓ No Rental Record Found
Fleet and/or Rental	✓ No Fleet and/or Rental Record Found
Repossessed	✓ No Repossessed Record Found
Taxi use	✓ No Taxi use Record Found
Theft	✓ No Theft Record Found
Fleet and/or Lease	✓ No Fleet and/or Lease Record Found
Emissions Safety Inspection	✓ No Emissions Safety Inspection Record Found
Duplicate Title	✓ No Duplicate Title Record Found

CCC provides GEICO information reported by Experian regarding the **2013 Cadillac ATS (1G6AB5R36D0143777)**. This data is provided for informational purposes. Unless otherwise noted in this Valuation Detail, CCC does not adjust the value of the loss vehicle based upon this information.

LEGEND :

- ✓ No Event Found
- ⊘ Event Found
- 📄 Information Needed

TITLE CHECK
THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no significant title events. When found, events often indicate automotive damage or warnings associated with the vehicle.

EVENT CHECK
THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no historical events that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

VEHICLE INFORMATION
THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no vehicle information that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

ODOMETER CHECK
THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no indication of odometer rollback or tampering was found. AutoCheck determines odometer rollbacks by searching for records that indicate odometer readings less than a previously reported value. Other odometer events can report events of tampering, or possible odometer breakage.

SUPPLEMENTAL INFORMATION



FULL HISTORY REPORT RUN DATE: 05/01/2017

Below are the historical events for this vehicle listed in chronological order.

EVENT DATE	RESULTS FOUND	ODOMETER READING	DATA SOURCE	EVENT DETAIL
04/18/2013	GA	8	Motor Vehicle Dept.	TITLE (Lien Reported) (Lease Reported)
04/18/2013	CANTON, GA		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL (Lease Reported)
05/20/2014	CANTON, GA		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL (Lease Reported)
05/21/2015	CANTON, GA		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
03/25/2016	GA		Motor Vehicle Dept.	PASSED EMISSION INSPECTION
05/10/2016	ATLANTA, GA		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
06/15/2016	ATLANTA, GA	31049	Motor Vehicle Dept.	TITLE (Lien Reported)
06/17/2016	ATLANTA, GA		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
07/22/2016	ATLANTA, GA		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
01/18/2017	ATLANTA, GA		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL

AUTOCHECK TERMS AND CONDITIONS:

Experian's Reports are compiled from multiple sources. It is not always possible for Experian to obtain complete discrepancy information on all vehicles; therefore, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's Report. Experian searches data from additional sources where possible, but all discrepancies may not be reflected on the Report.

These Reports are based on information supplied to Experian by external sources believed to be reliable, BUT NO RESPONSIBILITY IS ASSUMED BY EXPERIAN OR ITS AGENTS FOR ERRORS, INACCURACIES OR OMISSIONS. THE REPORTS ARE PROVIDED STRICTLY ON AN "AS IS WHERE IS" BASIS, AND EXPERIAN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THIS REPORT.

YOU AGREE TO INDEMNIFY EXPERIAN FOR ANY CLAIMS OR LOSSES, INCLUDING COSTS, EXPENSES AND ATTORNEYS FEES, INCURRED BY EXPERIAN ARISING DIRECTLY OR INDIRECTLY FROM YOUR IMPROPER OR UNAUTHORIZED USE OF AUTOCHECK VEHICLE HISTORY REPORTS.

Experian shall not be liable for any delay or failure to provide an accurate report if and to the extent which such delay or failure is caused by events beyond the reasonable control of Experian, including, without limitation, "acts of God", terrorism, or public enemies, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments, or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

SUPPLEMENTAL INFORMATION

These terms and the relationship between you and Experian shall be governed by the laws of the State of Illinois (USA) without regard to its conflict of law provisions. You and Experian agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Cook, Illinois.

SUPPLEMENTAL INFORMATION



NHTSA VEHICLE RECALL

NHTSA Campaign ID : 14V338000

Mfg's Report Date : JUN 19, 2014

Potential Number Of Units Affected : 90,750

Summary : General Motors LLC (GM) is recalling certain model year 2013-2014 Cadillac ATS vehicles manufactured April 23, 2012, to March 20, 2014, and 2014 Cadillac CTS vehicles manufactured June 10, 2013, to March 20, 2014. In the affected vehicles, the transmission shift cable may detach from either the bracket on the transmission shifter or the bracket on the transmission.

Consequence : If the transmission shift cable detaches while the vehicle is being driven, the transmission gear selection may not match the indicated gear and the vehicle may move in an unintended or unexpected direction, increasing the risk of a crash. Furthermore, when the driver goes to stop and park the vehicle, despite selecting the 'PARK' position, the transmission may not be in 'PARK.' If the vehicle is not in the 'PARK' position there is a risk the vehicle will roll away as the driver and other occupants exit the vehicle or anytime thereafter. A vehicle rollaway increases the risk of injury to exiting occupants and bystanders.

Remedy : GM will notify owners, and dealers will inspect the vehicles to make sure the cable is properly seated at the transmission and shifter brackets, free of charge. The recall is expected to begin in early August 2014. Owners may contact Cadillac customer service at 1-800-458-8006. GM's number for this recall is 14179.

Notes : Owners may also contact the National Highway Traffic Safety Administration Vehicle Safety Hotline at 1-888-327-4236 (TTY 1-800-424-9153), or go to www.safercar.gov.

NHTSA Campaign ID : 13V220000

Mfg's Report Date : MAY 24, 2013

Component : ELECTRICAL SYSTEM , EXTERIOR LIGHTING

Potential Number Of Units Affected : 10210

Summary : General Motors LLC (GM) is recalling certain model year 2013 Cadillac ATS and model year 2013 Cadillac XTS; and model year 2014 Chevrolet Impala vehicles. On the affected vehicles, the brake lamps may intermittently flash without the brakes being applied and the cruise control may disengage. Thus, these vehicles fail to conform to the requirements of Federal Motor Vehicle Safety Standard (FMVSS) No. 108, "Lamps, reflective devices, and associated equipment."

Consequence : If the brake lamps flash when the vehicle is not slowing, a following driver may not adjust vehicle speed when the vehicle is in fact braking, and the brake lamps are illuminating as intended, increasing the risk of a crash

Remedy : GM will notify owners, and dealers will reprogram the body control module. The recall began on June 13, 2013. Owner's may contact Chevrolet at 1-800-630-2438 or Cadillac at 1-866-982-2339. GM's recall number is 13158.

The National Highway Traffic Safety Administration has issued 7 safety related recall notices that may apply to the above valued vehicle.

SUPPLEMENTAL INFORMATION

Notes : Owners may also contact the National Highway Traffic Safety Administration Vehicle Safety Hotline at 1-888 -327-4236 or go to www.safercar.gov.

NHTSA Campaign ID : 14V488000

Mfg's Report Date : AUG 08, 2014

Potential Number Of Units Affected : 48,114

Summary : General Motors LLC (GM) is recalling certain model year 2013 Buick Encore vehicles manufactured August 23, 2012, to March 1, 2013, and model year 2013 Cadillac ATS vehicles manufactured April 23, 2012, to May 1, 2013. In the affected vehicles, the driver and passenger lap belt pretensioner cables may not lock in a retracted position, allowing the seat belts to extend when pulled upon.

Consequence : If the seat belts do not remain locked in the retracted position when under load, the seat occupant may not be adequately restrained in a crash, increasing the risk of injury.

Remedy : GM will notify owners, and dealers will replace both front the driver's and the passenger's lap belt pretensioners, free of charge. Parts are not currently available. GM will send an interim notification in early October 2014 and will send a second notification when remedy parts are available. Owners may contact Buick customer service at 1-800-521-7300, or Cadillac customer service at 1-800-458-8006. GM's number for this recall is 14171.

NHTSA Campaign ID : 14V446000

Mfg's Report Date : JUL 23, 2014

Component : SEATS

Potential Number Of Units Affected : 124,007

Summary : General Motors LLC (GM) is recalling certain model year 2013-2014 Buick Encore and Cadillac ATS; 2014 Cadillac CTS, ELR, Chevrolet Caprice and SS vehicles; and 2014-2015 Chevrolet Silverado and GMC Sierra Trucks. Due to an incomplete weld on the seat hook bracket assembly, the front seats in the affected vehicles may not stay secured in place during a high load condition such as a crash.

Consequence : A seat that does not stay secured increases the risk of occupant injury in a vehicle crash.

Remedy : GM will notify owners, and dealers will inspect the seat hook bracket assembly weld and replace the lower seat track, as necessary, free of charge. The recall began on August 15, 2014. Owners may contact GM customer service at 1-800-521-7300 (Buick), 1-800-458-8006 (Cadillac), 1-800-222-1020 (Chevrolet), and 1-800-462-8782 (GMC). GM's number for this recall is 14340.

NHTSA Campaign ID : 15V106000

Mfg's Report Date : FEB 24, 2015

Component : VISIBILITY

SUPPLEMENTAL INFORMATION

Potential Number Of Units Affected : 58,698

Summary : General Motors LLC (GM) is recalling certain model year 2013-2015 Cadillac ATS vehicles manufactured April 25, 2012, to February 9, 2015. In the affected vehicles, the power-operated roof panels auto-close when the non-recessed "Slide" or "Tilt" switches are pressed. As such, these vehicles fail to comply with the requirements of the Federal Motor Vehicle Safety Standards (FMVSS) No. 118, "Power-Operated Window, Partition, and Roof Panel Systems."

Consequence : Because the switch is not recessed, the roof panel switch may inadvertently be pressed resulting in unintended auto-closure of the roof panel, increasing the risk of personal injury.

Remedy : GM will notify owners, and dealers will replace the roof console accessory switch trim plate, free of charge. The manufacturer has not yet provided a notification schedule. Owners may contact Cadillac customer service at 1-800-458-8006. GM's number for this recall is 15119.

NHTSA Campaign ID : 15V463000

Mfg's Report Date : JUL 24, 2015

Potential Number Of Units Affected : 63,665

Summary : General Motors LLC (GM) is recalling certain model year 2013-2016 Cadillac ATS vehicles manufactured April 25, 2012, to June 25, 2015. The affected vehicles may experience the roof panel closing automatically when the non-recessed switches are pressed and the roof panel is open. These vehicles fail to comply with the requirements of Federal Motor Vehicle Safety Standard (FMVSS) No. 118, "Power-Operated Window, Partition, and Roof Panel Systems."

Remedy : GM will notify owners and dealers will replace the roof console accessory switch trim plate, free of charge. The recall began on August 19, 2015. Owners may contact Cadillac customer service at 1-800-458-8006. GM's number for this recall is 15568. Note this recall supersedes 15V-106.

NHTSA Campaign ID : 15V558000

Mfg's Report Date : SEP 03, 2015

Potential Number Of Units Affected : 96,145

Summary : General Motors LLC (GM) is recalling certain model year 2013-2016 Cadillac ATS sedan vehicles manufactured April 23, 2012, to September 2, 2015. In the affected vehicles, the coil antenna module that powers the rear defogger system may generate excessive heat due to excessive cycling or continuous operation.

Consequence : If the coil antenna generates excessive heat, there is an increased risk of a fire.

Remedy : GM will notify owners, and dealers will update the Electronic Climate Control module to remove the automatic rear defogger "on" function, free of charge. The manufacturer has not yet provided a notification schedule. Owners may contact Cadillac customer service at 1-800-458-8006. GM's number for this recall is 15299.

EXHIBIT C



GEICO Indemnity Company

Attn: Salvage Department, PO BOX 13528
Macon, GA 31208-3528

5/4/2017

Tamara Ewing
2657 Lenox Rd Ne APT 11
Atlanta GA 30324--3132

Dear Tamara Ewing,

The enclosed "Total Loss Settlement Explanation" is a breakdown of your vehicle's settlement. For your convenience, the Market Valuation is available on GEICO.com. The Net Settlement Amount is the Base Value of your vehicle, plus any applicable fees and adjustments. If you have any questions, please contact me at 708-259-4057. You can also access your claim information at GEICO.com.

Sincerely,

Richard Tomlinson
708-259-4057

Encl: SHCL30

TOTAL LOSS SETTLEMENT EXPLANATION

Date May 4, 2017
 Accident Date May 1, 2017
 Claim Number 047911412-0101-101
 Company GEICO Indemnity Company
 Vehicle 2013 CAD ATS Luxury RWD
 VIN 1G6AB5R36D0143777

Dear: Tamara Ewing,

This is a brief explanation of your claim settlement:

Base Value		\$17,841.00
Condition Adjustment		\$0.00
Pre Tax Adjustment		\$0.00
Tax		\$0.00
Total Value		\$17,841.00
State and Local Regulatory Fees		\$18.00
Post Tax Adjustment		\$0.00
Less Deductible		\$2,500.00
Less Percent Negligent	0%	\$0.00
Less Retention Amount		\$0.00
Net Settlement Amount		\$15,359.00
Towing Charges		\$0.00
Storage Charges		\$0.00

State law requires that owners of total loss or salvage motor vehicles apply for a salvage certificate within 10 days after a total loss settlement.

Does Apply Does Not Apply

Any state sales tax due the owner through replacement of the vehicle will be considered when notice is given and purchase invoice presented.

Does Apply Does Not Apply

Adjuster Richard Tomlinson

Telephone No. 708-259-4057

Customer's Signature _____

EXHIBIT D

EXHIBIT E

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CCC ONE MARKET VALUATION REPORT

Prepared for GEICO

REPORT SUMMARY

CLAIM INFORMATION

Owner	Gardner, Kwanza 1120 E 32nd St Savannah, GA 31404
Loss Vehicle	2011 Chevrolet Cruze LS
Loss Incident Date	11/20/2018
Claim Reported	11/20/2018

The CCC ONE® Market Valuation Report reflects CCC Information Services Inc.'s opinion as to the value of the loss vehicle, based on information provided to CCC by GEICO.

Loss vehicle has 17% greater than average mileage of 107,300.

INSURANCE INFORMATION

Report Reference Number	90855908
Claim Reference	0589585580101037-01
Adjuster	Willis, Donnie
Odometer	125,640
Last Updated	11/20/2018 03:51 PM

VALUATION SUMMARY

Base Vehicle Value	\$ 4,911.00
PRIOR DAMAGE	- \$ 50.00
Adjusted Vehicle Value	\$ 4,861.00
Vehicular Tax (7%)	+ \$ 340.27
Tax reflects applicable state, county and municipal taxes.	
Value before Deductible	\$ 5,201.27
Deductible	- \$ 500.00

Total \$ 4,701.27

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

BASE VEHICLE VALUE

This is derived per our Valuation methodology described on the next page.

ADJUSTED VEHICLE VALUE

This is determined by adjusting the Base Vehicle Value to account for the actual condition of the loss vehicle and certain other reported attributes, if any, such as refurbishments and after factory equipment.

Inside the Report

Valuation Methodology.....	2
Vehicle Information.....	3
Vehicle Condition.....	6
Comparable Vehicles.....	8
Valuation Notes.....	10
Supplemental Information.....	11

VALUATION METHODOLOGY

How was the valuation determined?



CLAIM INSPECTION

GEICO has provided CCC with the zip code where the loss vehicle is garaged, loss vehicle VIN, mileage, equipment, as well as loss vehicle condition, which is used to assist in determining the value of the loss vehicle.



DATABASE REVIEW

CCC maintains an extensive database of vehicles that currently are or recently were available for sale in the U.S. This database includes vehicles that CCC employees have physically inspected, as well as vehicles advertised for sale by dealerships or private parties. All of these sources are updated regularly.

SEARCH FOR COMPARABLES

When a valuation is created the database is searched and comparable vehicles in the area are selected. The zip code where the loss vehicle is garaged determines the starting point for the search. Comparable vehicles are similar to the loss vehicle based on relevant factors.



CALCULATE BASE VEHICLE VALUE

Adjustments to the price of the selected comparable vehicles are made to reflect differences in vehicle attributes, including mileage and options. Dollar adjustments are based upon market research.

Finally, the Base Vehicle Value is the weighted average of the adjusted values of the comparable vehicles based on the following factors:

- Source of the data (such as inspected versus advertised)
- Similarity (such as equipment, mileage, and year)
- Proximity to the loss vehicle's primary garage location
- Recency of information





VEHICLE INFORMATION

VEHICLE DETAILS

Location	SAVANNAH, GA 31404
VIN	1G1PD5SH5B7207585
Year	2011
Make	Chevrolet
Model	Cruze
Trim	LS
Body Type	Sedan
Engine -	
Cylinders	4
Displacement	1.8L
Fuel Type	Gasoline
Carburation	Electronic Fuel Injection
Transmission	6 Speed Transmission Overdrive

VEHICLE ALLOWANCES

Odometer	125,640	- 639
Options		
Steering Wheel Touch Controls	Reported	+ 27
Aftermarket Film Tint	Reported	+ 27
Reported* Option(s) added after initial valuation		

VEHICLE HISTORY SUMMARY

Experian AutoCheck	No Title Problem Found
National Highway Traffic Safety Administration	7 Recalls

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicle.

Please review the information in the Vehicle Information Section to confirm the reported mileage and to verify that the information accurately reflects the options, additional equipment or other aspects of the loss vehicle that may impact the value.

Allowances are factors influencing the value of the loss vehicle when compared to a typical vehicle. The typical vehicle is a vehicle of the same year, make, and model as the loss vehicle, including average mileage, and all standard equipment. These allowances are displayed for illustrative purposes only.

The Base Vehicle Value is calculated from the comparable vehicles with adjustments to reflect the loss vehicle configuration


VEHICLE INFORMATION
VEHICLE EQUIPMENT

Odometer	125,640	
Transmission	6 Speed Transmission	✓
	Overdrive	✓
Driver Convenience	Keyless Entry	✓
	Message Center	✓
	Power Windows	✓
	Power Locks	✓
	Intermittent Wipers	✓
	Tilt Wheel	✓
	Telescopic Wheel	✓
	Steering Wheel Touch Controls	📄
	Console/Storage	✓
	Instrument Panel	Traction Control
Stability Control		✓
Alarm		✓
Air Conditioning		✓
Rear Defogger		✓
Hands Free		✓
Communications System		✓
Radio	AM Radio	✓
	FM Radio	✓
	Stereo	✓
	Search/Seek	✓
	CD Player	✓
	Auxiliary Audio Connection	✓
	Satellite Radio	✓
Safety	Air Bag (Driver Only)	✓
	Passenger Air Bag	✓
	Front Side Impact Air Bags	✓
	Head/Curtain Air Bags	✓
	Rear Side Impact Air Bags	✓
Paint	Clearcoat Paint	📄

To the left is the equipment of the loss vehicle that GEICO provided to CCC.

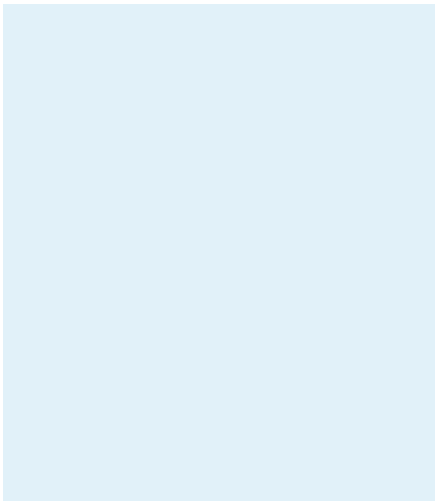
✓ **Standard** This equipment is included in the base configuration of the vehicle at time of purchase.

📄 **Additional** Equipment that is not Standard but was noted to be on the loss vehicle.

VEHICLE INFORMATION

VEHICLE EQUIPMENT

Front End	Power Steering	✓
	Power Brakes	✓
	Anti-lock Brakes (4)	✓
Glass And Mirrors	Dual Mirrors	✓
	Aftermarket Film Tint	📄
Seats	Cloth Seats	✓
	Bucket Seats	✓
	Reclining/Lounge Seats	✓
Wheels	Wheel Covers	✓




MARKET VALUATION REPORT

 Owner: Gardner, Kwanza
 Claim: 0589585580101037-01


VEHICLE CONDITION
COMPONENT CONDITION

	Condition	Inspection Notes/Guidelines	Value Impact
Mechanical	AVERAGE PRIVATE	Guideline: Transmission: Fluid slightly discolored. A few areas of seepage. Engine: Minor seepage. Belts and hoses firm, show minimal wear. Minimal dirt and grease in engine compartment.	\$ 0
Tires	AVERAGE PRIVATE	Notes: LTFRT 6/32, RTFRT 6/32, RTRR 9/32, LTRR 8/32 AVERAGE IS 7/32 TIRE NEW IS 11/32 = 65% Guideline: Rear Tires: 41% to 68% of new. Example: Typical new car tires are 11/32, loss measures at 5/32 = 46% (5/11) Front Tires: 41% to 68% of new. Example: Typical new car tires are 11/32, loss measures at 5/32 = 46% (5/11)	\$ 0
Paint	AVERAGE PRIVATE	Guideline: Few small deep chips and/or scratches. No significant peeling and/or flaking. Minor swirl marks. Slight Fading.	\$ 0
Body	AVERAGE PRIVATE	Guideline: Sheet Metal: Few dents and/or numerous dings. No significant surface rust. Trim: Minimal damage to components. Few dents and/or numerous dings.	\$ 0
Glass	AVERAGE PRIVATE	Guideline: Light surface scratches and/or pitting. Few chips.	\$ 0
Seats	AVERAGE PRIVATE	Guideline: Lightly soiled, faded and/or discolored. Few small tears, holes and/or burn marks. No significant bare spots.	\$ 0
Carpets	AVERAGE PRIVATE	Guideline: Lightly soiled and/or stained. Few small tears, holes and/or burn marks. No significant bare spots.	\$ 0

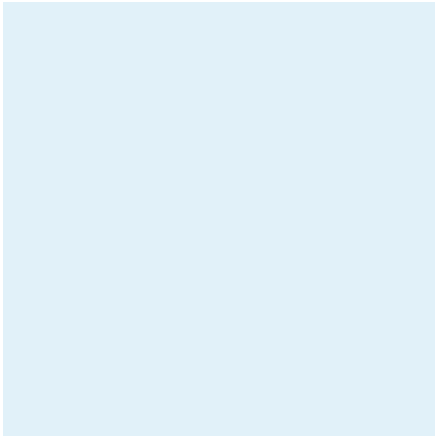
GEICO uses condition inspection guidelines to determine the condition of key components of the loss vehicle prior to the loss. The guidelines describe physical characteristics for these key components, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss vehicle's condition.

CCC makes dollar adjustments that reflect the impact the reported condition has on the value of the loss vehicle as compared to Average Private condition. These dollar adjustments are based upon interviews with dealerships across the United States.

 **VEHICLE CONDITION**

COMPONENT CONDITION

	Condition	Inspection Notes/Guidelines	Value Impact
Dashboard	AVERAGE PRIVATE	Guideline: Few small scratches and/or gouges. Minimal damage to components. Light wear.	\$ 0
Headliner	AVERAGE PRIVATE	Guideline: Few small holes and/or burn marks. Lightly scuffed.	\$ 0
Total Condition Adjustments			\$ 0




MARKET VALUATION REPORT

 Owner: Gardner, Kwanza
 Claim: 0589585580101037-01


COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 1	Comp 2
Odometer	125,640	94,089	70,543
Automatic Transmission	✗	✓	✗
6 Speed Transmission	✓	✗	✓
Overdrive	✓	✓	✓
Keyless Entry	✓	✓	✓
Message Center	✓	✓	✓
Power Windows	✓	✓	✓
Power Locks	✓	✓	✓
Intermittent Wipers	✓	✓	✓
Tilt Wheel	✓	✓	✓
Telescopic Wheel	✓	✓	✓
Steering Wheel Touch Controls	✓	✗	✗
Console/Storage	✓	✓	✓
Traction Control	✓	✓	✓
Stability Control	✓	✓	✓
Alarm	✓	✓	✓
Air Conditioning	✓	✓	✓
Rear Defogger	✓	✓	✓
Hands Free	✓	✓	✓
Communications System	✓	✓	✓
AM Radio	✓	✓	✓
FM Radio	✓	✓	✓
Stereo	✓	✓	✓
Search/Seek	✓	✓	✓
CD Player	✓	✓	✓
Auxiliary Audio Connection	✓	✓	✓
Satellite Radio	✓	✓	✓
Drivers Side Air Bag	✓	✓	✓
Passenger Air Bag	✓	✓	✓
Front Side Impact Air Bags	✓	✓	✓
Head/Curtain Air Bags	✓	✓	✓
Rear Side Impact Air Bags	✓	✓	✓
Clearcoat Paint	✓	✗	✗
Power Steering	✓	✓	✓
Power Brakes	✓	✓	✓
Anti-lock Brakes (4)	✓	✓	✓
Dual Mirrors	✓	✓	✓
Tinted Glass	✗	✓	✓
Aftermarket Film Tint	✓	✗	✗
Cloth Seats	✓	✓	✓

Comp 1 Updated Date: 11/07/2018

2011 Chevrolet Cruze Ls 4 1.8I
Gasoline Electronic Fuel Injection
VIN 1G1PC5SH3B7234691
Dealership Hickox Auto Dealer & Appr

Telephone (912) 281-3922

Source Dealer Ad

Distance from Savannah, GA

86 Miles - Hoboken, GA

Comp 2 Updated Date: 10/06/2018

2011 Chevrolet Cruze Ls 4 1.8I
Gasoline Electronic Fuel Injection
VIN 1G1PC5SHXB7242738
Dealership Nextcar Auto Center

Telephone (843) 695-8996

Source Autotrader

Stock # 42738

Distance from Savannah, GA

82 Miles - Summerville, SC

Comparable vehicles used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

List Price is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

Distance is based upon a straight line between loss and comparable vehicle locations.

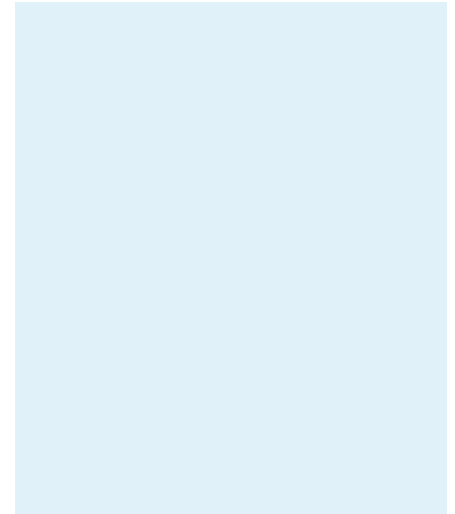
¹The **Condition Adjustment** sets that comparable vehicle to Average Private condition, which the loss vehicle is also compared to in the Vehicle Condition section.


MARKET VALUATION REPORT

 Owner: Gardner, Kwanza
 Claim: 0589585580101037-01


COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 1	Comp 2
Bucket Seats	✓	✓	✓
Reclining/Lounge Seats	✓	✓	✓
Wheel Covers	✓	✓	✓
List Price		\$ 6,400	\$ 7,995
Adjustments:			
Options		+ \$ 54	+ \$ 54
Mileage		- \$ 1,219	- \$ 2,065
Condition ¹		- \$ 635	- \$ 635
Adjusted Comparable Value		\$ 4,600	\$ 5,349



CCC ONE MARKET VALUATION REPORT

Owner: Gardner, Kwanza
Claim: 0589585580101037-01

VALUATION NOTES

11/20/2018 15:51 - TAX DISTRICT N

This Market Valuation Report has been prepared exclusively for use by GEICO, and no other person or entity is entitled to or should rely upon this Market Valuation Report and/or any of its contents. CCC is one source of vehicle valuations, and there are other valuation sources available.

Regulations concerning vehicle value include Georgia Administrative Code 120-2-52-.06.

CCC ONE MARKET VALUATION REPORT

Owner: Gardner, Kwanza
Claim: 0589585580101037-01

SUPPLEMENTAL INFORMATION



CARRIER INFORMATION

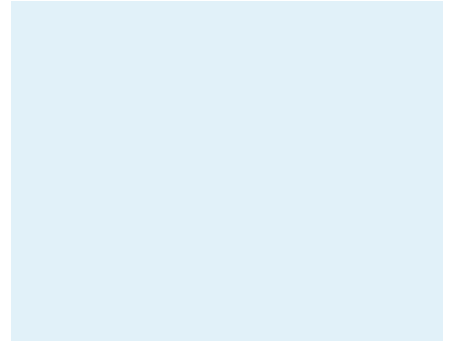
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MARKET VALUATION REPORT

 Owner: Gardner, Kwanza
 Claim: 0589585580101037-01

SUPPLEMENTAL INFORMATION


EXPERIAN® AUTOCHECK® VEHICLE HISTORY REPORT

TITLE CHECK		RESULTS FOUND
Abandoned	✓	No Abandoned Record Found
Damaged	✓	No Damaged Record Found
Fire Damage	✓	No Fire Damage Record Found
Grey Market	✓	No Grey Market Record Found
Hail Damage	✓	No Hail Damage Record Found
Insurance Loss	✓	No Insurance Loss Record Found
Junk	✓	No Junk Record Found
Rebuilt	✓	No Rebuilt Record Found
Salvage	✓	No Salvage Record Found
EVENT CHECK		RESULTS FOUND
NHTSA Crash Test Vehicle	✓	No NHTSA Crash Test Vehicle Record Found
Frame Damage	✓	No Frame Damage Record Found
Major Damage Incident	✓	No Major Damage Incident Record Found
Manufacturer Buyback/Lemon	✓	No Manufacturer Buyback/Lemon Record Found
Odometer Problem	✓	No Odometer Problem Record Found
Recycled	✓	No Recycled Record Found
Water Damage	✓	No Water Damage Record Found
Salvage Auction	✓	No Salvage Auction Record Found
VEHICLE INFORMATION		RESULTS FOUND
Accident	📄	Accident Record Found
Corrected Title	✓	No Corrected Title Record Found
Driver Education	✓	No Driver Education Record Found
Fire Damage Incident	✓	No Fire Damage Incident Record Found
Lease	✓	No Lease Record Found
Lien	✓	No Lien Record Found
Livery Use	✓	No Livery Use Record Found
Government Use	✓	No Government Use Record Found
Police Use	✓	No Police Use Record Found
Fleet	✓	No Fleet Record Found
Rental	✓	No Rental Record Found
Fleet and/or Rental	✓	No Fleet and/or Rental Record Found
Repossessed	✓	No Repossessed Record Found
Taxi use	✓	No Taxi use Record Found
Theft	✓	No Theft Record Found
Fleet and/or Lease	✓	No Fleet and/or Lease Record Found
Emissions Safety Inspection	✓	No Emissions Safety Inspection Record Found
Duplicate Title	✓	No Duplicate Title Record Found

CCC provides GEICO information reported by Experian regarding the **2011 Chevrolet Cruze (1G1PD5SH5B7207585)**. This data is provided for informational purposes.

Unless otherwise noted in this Valuation Detail, CCC does not adjust the value of the loss vehicle based upon this information.

LEGEND :

- ✓ No Event Found
- 🚫 Event Found
- 📄 Information Needed

TITLE CHECK
THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no significant title events. When found, events often indicate automotive damage or warnings associated with the vehicle.

EVENT CHECK
THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no historical events that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

VEHICLE INFORMATION
INFORMATION FOUND

AutoCheck found additional information on this vehicle. These records will provide more history for this loss vehicle

ODOMETER CHECK
THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no indication of odometer rollback or tampering was found. AutoCheck determines odometer rollbacks by searching for records that indicate odometer readings less than a previously reported value. Other odometer events can report events of tampering, or possible odometer breakage.

SUPPLEMENTAL INFORMATION



FULL HISTORY REPORT RUN DATE: 11/20/2018

Below are the historical events for this vehicle listed in chronological order.

EVENT DATE	RESULTS FOUND	ODOMETER READING	DATA SOURCE	EVENT DETAIL
05/13/2011	SC	25	Motor Vehicle Dept.	ODOMETER READING FROM DMV
05/13/2011	MOUNT PLEASANT, SC		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
05/18/2011	MOUNT PLEASANT, SC		Motor Vehicle Dept.	TITLE (Lien Reported)
10/27/2011	MOUNT PLEASANT, SC		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
12/16/2011	SAVANNAH, GA		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
03/13/2012	MOUNT PLEASANT, SC	10687	Motor Vehicle Dept.	TITLE (Lien Reported)
05/23/2012	MOUNT PLEASANT, SC		Motor Vehicle Dept.	TITLE
09/27/2012	SAVANNAH, GA	12853	Motor Vehicle Dept.	TITLE (Lien Reported)
10/02/2012	SAVANNAH, GA		State Agency	LEFT FRONT IMPACT REPORTED
01/30/2013	SAVANNAH, GA		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
03/25/2013	SAVANNAH, GA		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
04/09/2013	SAVANNAH, GA		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
06/07/2013	SAVANNAH, GA		Accident Source	ACCIDENT OR VEHICLE DAMAGE REPORTED: RIGHT SIDE
12/13/2013	SAVANNAH, GA		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
01/02/2015	SAVANNAH, GA		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
12/31/2015	SAVANNAH, GA		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
09/29/2016	SAVANNAH, GA		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
10/28/2016	SAVANNAH, GA		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
11/06/2017	SAVANNAH, GA		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
11/08/2018	SAVANNAH, GA		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL

SUPPLEMENTAL INFORMATION

AUTOCHECK TERMS AND CONDITIONS:

Experian's Reports are compiled from multiple sources. It is not always possible for Experian to obtain complete discrepancy information on all vehicles; therefore, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's Report. Experian searches data from additional sources where possible, but all discrepancies may not be reflected on the Report.

These Reports are based on information supplied to Experian by external sources believed to be reliable, BUT NO RESPONSIBILITY IS ASSUMED BY EXPERIAN OR ITS AGENTS FOR ERRORS, INACCURACIES OR OMISSIONS. THE REPORTS ARE PROVIDED STRICTLY ON AN "AS IS WHERE IS" BASIS, AND EXPERIAN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THIS REPORT.

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Experian shall not be liable for any delay or failure to provide an accurate report if and to the extent which such delay or failure is caused by events beyond the reasonable control of Experian, including, without limitation, "acts of God", terrorism, or public enemies, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments, or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

These terms and the relationship between you and Experian shall be governed by the laws of the State of Illinois (USA) without regard to its conflict of law provisions. You and Experian agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Cook, Illinois.

SUPPLEMENTAL INFORMATION



NHTSA VEHICLE RECALL

NHTSA Campaign ID : 11V221000

Mfg's Report Date : APR 06, 2011

Component : STEERING

Potential Number Of Units Affected : 2,100

Summary : GENERAL MOTORS IS RECALLING CERTAIN MODEL YEAR 2011 CHEVROLET CRUZE VEHICLES. DURING MANUFACTURING THE STEERING WHEEL COULD HAVE BEEN IMPROPERLY FASTENED AND MAY DETACH FROM THE STEERING COLUMN.

Consequence : SHOULD THE STEERING WHEEL DETACH FROM THE STEERING COLUMN WHILE DRIVING, THE DRIVER COULD LOSE THE ABILITY TO STEER THE VEHICLE, INCREASING THE RISK OF A CRASH.

Remedy : DEALERS WILL INSPECT TO ENSURE THAT THE STEERING WHEEL IS ASSEMBLED PROPERLY. THIS SERVICE WILL BE PERFORMED FOR YOU FREE OF CHARGE. THE SAFETY RECALL IS EXPECTED TO BEGIN ON OR BEFORE APRIL 8, 2011. OWNERS MAY CONTACT CHEVROLET AT 1-800-630-2438, OR AT THE OWNER CENTER AT WWW.GMOWNERCENTER.COM.

Notes : GM'S SAFETY RECALL NO. 11094. OWNERS MAY ALSO CONTACT THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION'S VEHICLE SAFETY HOTLINE AT 1-888-327-4236 (TTY 1-800-424-9153), OR GO TO [HTTP://WWW.SAFERCAR.GOV](http://WWW.SAFERCAR.GOV) .

NHTSA Campaign ID : 11V273000

Mfg's Report Date : MAY 05, 2011

Component : POWER TRAIN:AUTOMATIC TRANSMISSION:GEAR POSITION INDICATION (PRNDL)

Potential Number Of Units Affected : 100,308

Summary : GENERAL MOTORS IS RECALLING CERTAIN MODEL YEAR 2011 CHEVROLET CRUZE VEHICLES MANUFACTURED FROM OCTOBER 6, 2009, THROUGH APRIL 27, 2011 AND EQUIPPED WITH AN AUTOMATIC TRANSMISSION FOR FAILING TO COMPLY WITH FEDERAL MOTOR VEHICLE SAFETY STANDARD NO. 102, 'TRANSMISSION SHIFT LEVER SEQUENCE, STARTER INTERLOCK, AND TRANSMISSION BRAKING EFFECT,' AND FEDERAL MOTOR VEHICLE SAFETY STANDARD NO. 114, 'THEFT PROTECTION.' THESE VEHICLES MAY HAVE BEEN BUILT WITH A TRANSMISSION SHIFT LINKAGE THAT IS NOT PROPERLY INSTALLED. IF THE LINKAGE IS NOT PROPERLY INSTALLED, THE PRNDL SHIFT LEVER MAY NOT ACCURATELY REFLECT THE POSITION OF THE TRANSMISSION GEAR. WITH THIS CONDITION, THE DRIVER COULD MOVE THE SHIFTER TO PARK AND REMOVE THE IGNITION KEY, BUT THE TRANSMISSION GEAR MAY NOT BE IN PARK.

The National Highway Traffic Safety Administration has issued 7 safety related recall notices that may apply to the above valued vehicle.

SUPPLEMENTAL INFORMATION

Consequence : THE DRIVER MAY NOT BE ABLE TO RESTART THE VEHICLE AND THE VEHICLE COULD ROLL AWAY AFTER THE DRIVER HAS EXITED THE VEHICLE, RESULTING IN A POSSIBLE CRASH WITHOUT PRIOR WARNING.

Remedy : DEALERS WILL INSPECT THE TRANSMISSION SHIFT LINKAGE FOR CORRECT INSTALLATION AND ADJUST THE SHIFT LINKAGE SYSTEM FREE OF CHARGE. THE MANUFACTURER HAS NOT YET PROVIDED AN OWNER NOTIFICATION SCHEDULE. OWNERS MAY CONTACT CHEVROLET AT 1-800-630-2438, OR WWW.GMOWNERCENTER.COM.

Notes : GM'S SAFETY RECALL NO. 11142. OWNERS MAY ALSO CONTACT THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION'S VEHICLE SAFETY HOTLINE AT 1-888-327-4236 (TTY 1-800-424-9153), OR GO TO HTTP://WWW.SAFERCAR.GOV .

NHTSA Campaign ID : 11V270000

Component : STEERING:GEAR BOX:SHAFT SECTOR

Potential Number Of Units Affected : 128,911

Summary : GENERAL MOTORS IS RECALLING CERTAIN MODEL YEAR 2011 CHEVROLET CRUZE VEHICLES MANUFACTURED FROM OCTOBER 2, 2009, THROUGH APRIL 21, 2011. THE BOLT ATTACHING THE INTERMEDIATE STEERING SHAFT TO THE STEERING GEAR INPUT SHAFT MAY NOT HAVE BEEN PROPERLY INSTALLED.

Consequence : THIS COULD ALLOW THE SHAFTS TO SEPARATE, RESULTING IN THE LOSS OF STEERING. LOSS OF STEERING CONTROL MAY INCREASE THE RISK OF A CRASH.

Remedy : DEALERS WILL INSPECT, AND IF REQUIRED, REPAIR THE INTERMEDIATE SHAFT/STEERING GEAR ASSEMBLY TO ASSURE THE BOLT IS FULLY SEATED AND THE SHAFT PROPERLY ASSEMBLED. THIS SERVICE WILL BE PERFORMED FREE OF CHARGE. THE MANUFACTURER HAS NOT YET PROVIDED AN OWNER NOTIFICATION SCHEDULE. OWNERS MAY CONTACT CHEVROLET AT 1-800-630-2438, OR WWW.GMOWNERCENTER.COM.

Notes : GM'S SAFETY RECALL NO. 11149. OWNERS MAY ALSO CONTACT THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION'S VEHICLE SAFETY HOTLINE AT 1-888-327-4236 (TTY 1-800-424-9153), OR GO TO HTTP://WWW.SAFERCAR.GOV .

NHTSA Campaign ID : 12V289000

Mfg's Report Date : JUN 21, 2012

Component : FUEL SYSTEM, GASOLINE:STORAGE:TANK ASSEMBLY:MOUNTING

Potential Number Of Units Affected : 53,239

SUPPLEMENTAL INFORMATION

Summary : GENERAL MOTORS (GM) IS RECALLING CERTAIN MODEL YEAR 2011 AND 2012 CHEVROLET CRUZE VEHICLES MANUFACTURED FROM OCTOBER 2, 2009, THROUGH MAY 14, 2012. ATTACHMENT WELDS FOR THE FUEL TANK STRAP SECONDARY BRACKETS MAY HAVE BEEN OMITTED.

Consequence : THE FUEL TANK COULD COME LOOSE IN A CRASH, POSSIBLY ALLOWING FUEL TO LEAK FROM THE TANK. A FUEL LEAK IN THE PRESENCE OF AN IGNITION SOURCE COULD RESULT IN A FIRE.

Remedy : GM WILL NOTIFY OWNERS, AND DEALERS WILL INSPECT THE VEHICLE FOR MISSING WELDS. IF THE VEHICLE IS MISSING WELDS, DEALERS WILL SECURE THE BRACKET ATTACHMENTS WITH FASTENERS. REPAIRS WILL BE PERFORMED FREE OF CHARGE. THE SAFETY RECALL IS EXPECTED TO BEGIN ON, OR ABOUT, JULY 11, 2012. OWNERS MAY CONTACT THE CHEVROLET OWNER CENTER AT 1-866-694-6546.

Notes : GM'S CAMPAIGN NUMBER IS 12133. OWNERS MAY ALSO CONTACT THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION'S VEHICLE SAFETY HOTLINE AT 1-888-327-4236 (TTY 1-800-424-9153), OR GO TO [HTTP://WWW.SAFERCAR.GOV](http://WWW.SAFERCAR.GOV) .

NHTSA Campaign ID : 12V288000

Component : ENGINE AND ENGINE COOLING

Potential Number Of Units Affected : 413,148

Summary : GENERAL MOTORS (GM) IS RECALLING CERTAIN MODEL YEAR 2011 AND 2012 CHEVROLET CRUZE VEHICLES MANUFACTURED FROM OCTOBER 2, 2009, THROUGH MAY 31, 2012. SPILLED OR DRIPPING OIL (SUCH AS AFTER AN OIL CHANGE) MAY COLLECT IN THE ENGINE SHIELD (BELLYPAN) NEAR HOT ENGINE OR EXHAUST SYSTEM SURFACES. AS A RESULT, THE OIL AND THE ENGINE SHIELD MAY IGNITE AND BURN.

Consequence : EITHER CONDITION COULD RESULT IN AN ENGINE COMPARTMENT FIRE, POSSIBLY CAUSING INJURY OR DEATH.

Remedy : GM WILL NOTIFY OWNERS, AND DEALERS WILL MODIFY THE ENGINE SHIELD TO PREVENT FLUID FROM CONTACTING THE SHIELD. ALSO, ON VEHICLES WITH A MANUAL TRANSMISSION, DEALERS WILL APPLY A PROTECTIVE TAPE TO THE ELECTRONIC POWER STEERING WIRE HARNESS. REPAIRS WILL BE PERFORMED FREE OF CHARGE TO THE OWNER. THE SAFETY RECALL IS EXPECTED TO BEGIN ON, OR ABOUT, JULY 11, 2012. OWNERS MAY CONTACT THE CHEVROLET OWNER CENTER AT 1-866-694-6546.

Notes : GM'S CAMPAIGN NUMBER IS 12081. OWNERS MAY ALSO CONTACT THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION'S VEHICLE SAFETY HOTLINE AT 1-888-327-4236 (TTY 1-800-424-9153), OR GO TO [HTTP://WWW.SAFERCAR.GOV](http://WWW.SAFERCAR.GOV) .

NHTSA Campaign ID : 13V360000

Mfg's Report Date : AUG 15, 2013

SUPPLEMENTAL INFORMATION

Component : SERVICE BRAKES, HYDRAULIC

Potential Number Of Units Affected : 292,879

Summary : General Motors (GM) is recalling certain model year 2011-2012 Chevrolet Cruze vehicles equipped with 1.4L DOHC gasoline turbo engines and 6T40 front wheel drive automatic transmissions and equipped with an electric vacuum pump to provide supplemental vacuum for brake assist, when needed. In the affected vehicles, the pump may not activate, resulting in an intermittent reduction or loss of brake assist.

Consequence : A loss of braking assistance will require extra pedal force and/or distance to bring the vehicle to a stop, increasing the risk of a crash.

Remedy : General Motors will notify owners, and dealers will replace a microswitch in the power brake vacuum pipe assembly, free of charge. The manufacturer has not yet provided a notification schedule. Owners may contact Chevrolet at 1-800-222-1020. GM's recall number is 12213.

Notes : Owners may also contact the National Highway Traffic Safety Administration Vehicle Safety Hotline at 1-888-327-4236 or go to www.safercar.gov.

NHTSA Campaign ID : 16V502000

Mfg's Report Date : JUL 05, 2016

Component : ELECTRICAL SYSTEM , POWER TRAIN

Potential Number Of Units Affected : 7,620

Summary : General Motors LLC (GM) is recalling certain model year 2016-2017 Buick Verano and 2016 Chevrolet Malibu as the electronic park lock lever may allow the ignition key to be removed without the transmission being in PARK. Also, certain 2013 Buick Encore, 2011 Buick Regal, 2013-2014 Buick Verano, 2011-2016 Chevrolet Cruze, 2010-2013 Chevrolet Equinox 2013-2015 Chevrolet Malibu, and 2011-2013 GMC Terrain vehicles may have been serviced with similar defective replacement electronic park lock levers. As such, these vehicles fail to comply with the requirements of Federal Motor Vehicle Safety Standard (FMVSS) number 114, "Theft Protection and Rollaway Prevention."

Consequence : If the key is removed without the transmission in PARK, the vehicle may rollaway as occupants are exiting, increasing the risk of injury.

Remedy : GM will notify owners, and dealers will inspect and if necessary replace the key cylinder lock housing, free of charge. The manufacturer has not yet provided a notification schedule. Owners may contact Chevrolet customer service at 1-800-222-1020, Buick 1-800-521-7300, and GMC 1-800-462-8782. GM's number for this recall is 50490 and 50491.

Notes : Owners may also contact the National Highway Traffic Safety Administration Vehicle Safety Hotline at 1-888-327-4236 (TTY 1-800-424-9153), or go to www.safercar.gov.

EXHIBIT F



GEICO General Insurance Company

Attn: Salvage Department, PO BOX 13528
Macon, GA 31208-3528

11/20/2018

Ms. Kwanza Gardner
1120 E 32nd St
Savannah GA 31404--2808

Dear Ms. Gardner,

The enclosed "Total Loss Settlement Explanation" is a breakdown of your vehicle's settlement. For your convenience, the Market Valuation is available on GEICO.com. The Net Settlement Amount is the Base Value of your vehicle, plus any applicable fees and adjustments. If you have any questions, please contact me at 404-925-3057. You can also access your claim information at GEICO.com.

Sincerely,

Donnie Willisjr
404-925-3057

Encl: SHCL30

TOTAL LOSS SETTLEMENT EXPLANATION

Date November 20, 2018
 Accident Date November 20, 2018
 Claim Number 058958558 0101 037
 Company GEICO General Insurance Company
 Vehicle 2011 CHEV CRUZE LS
 VIN 1G1PD5SH5B7207585

Dear: Kwanza Gardner,

This is a brief explanation of your claim settlement:

Base Value		\$4,911.00
Condition Adjustment		\$0.00
Pre Tax Adjustment		\$-50.00
Tax		\$340.27
Total Value		<u>\$5,201.27</u>
State and Local Regulatory Fees		\$18.00
Post Tax Adjustment		\$0.00
Less Deductible		\$500.00
Less Percent Negligent	0%	\$0.00
Less Retention Amount		\$0.00
Net Settlement Amount		<u>\$4,719.27</u>
Towing Charges		\$0.00
Storage Charges		\$0.00

State law requires that owners of total loss or salvage motor vehicles apply for a salvage certificate within 10 days after a total loss settlement.

Does Apply Does Not Apply

Any state sales tax due the owner through replacement of the vehicle will be considered when notice is given and purchase invoice presented.

Does Apply Does Not Apply

Adjuster Donnie Willisjr Telephone No. 404-925-3057

Customer's Signature _____

EXHIBIT G



2019

**GEORGIA MOTOR VEHICLE
ASSESSMENT MANUAL FOR
TITLE AD VALOREM TAX**

**STATE OF GEORGIA
DEPARTMENT OF REVENUE
MOTOR VEHICLE DIVISION**

2019 TAVT MANUAL (DO NOT USE FOR AD VALOREM TAX)

AUTOMOBILES		NISSAN		
Yr	Model	VIN	VID	Value
TITAN XD continued				
S		1N6AA1F1-J	34844J	28100
S		1N6AA1F2-J	34845J	28100
S		1N6AA1F3-J	34852J	30300
S		1N6AA1F4-J	34853J	30300
S		1N6AA1F9-J	34846J	28100
S		1N6AA1FM-J	34847J	28100
S		1N6AA1FP-J	34854J	30300
S		1N6AA1R1-J	34864J	23325
S		1N6AA1R2-J	34865J	23325
S		1N6AA1R3-J	34872J	25525
S		1N6AA1R4-J	34873J	25525
S		1N6AA1R9-J	34866J	23325
S		1N6AA1RM-J	34867J	23325
S		1N6AA1RP-J	34874J	25525
S		1N6BA1C1-J	34882J	31100
S		1N6BA1C2-J	34883J	31100
S		1N6BA1C3-J	34861J	33325
S		1N6BA1C4-J	34862J	33325
S		1N6BA1C9-J	34884J	31100
S		1N6BA1CM-J	34885J	31100
S		1N6BA1CP-J	34863J	33325
S		1N6BA1F1-J	34848J	32450
S		1N6BA1F2-J	34849J	32450
S		1N6BA1F3-J	34855J	34675
S		1N6BA1F4-J	34856J	34675
S		1N6BA1F9-J	34850J	32450
S		1N6BA1FM-J	34851J	32450
S		1N6BA1FP-J	34857J	34675
S		1N6BA1R1-J	34868J	28025
S		1N6BA1R2-J	34869J	28025
S		1N6BA1R3-J	34875J	30225
S		1N6BA1R4-J	34876J	30225
S		1N6BA1R9-J	34870J	28025
S		1N6BA1RM-J	34871J	28025
S		1N6BA1RP-J	34877J	30225
17	S	1N6AA1C1-H	35488H	21325
S		1N6AA1C2-H	35489H	21325
S		1N6AA1C3-H	35496H	23325
S		1N6AA1C4-H	35497H	23325
S		1N6AA1C9-H	35490H	21325
S		1N6AA1CM-H	35491H	21325
S		1N6AA1CP-H	35498H	23325
S		1N6AA1F1-H	33303H	24225
S		1N6AA1F2-H	33304H	24225
S		1N6AA1F3-H	33305H	26225
S		1N6AA1F4-H	33306H	26225
S		1N6AA1F9-H	34225H	24225
S		1N6AA1FM-H	34226H	24225
S		1N6AA1FP-H	34227H	26225
SV		1N6AA1R1-H	34307H	21975
S		1N6AA1R2-H	34293H	19675

AUTOMOBILES		NISSAN		
Yr	Model	VIN	VID	Value
TITAN XD continued				
S		1N6AA1R3-H	34297H	21675
S		1N6AA1R4-H	34298H	21675
S		1N6AA1R9-H	34294H	19675
S		1N6AA1RM-H	34295H	19675
S		1N6AA1RP-H	34299H	21675
S		1N6BA1C1-H	35492H	26950
S		1N6BA1C2-H	35493H	26950
S		1N6BA1C3-H	35499H	28925
S		1N6BA1C4-H	35500H	28925
S		1N6BA1C9-H	35494H	26950
S		1N6BA1CM-H	35495H	26950
S		1N6BA1CP-H	35501H	28925
S		1N6BA1F1-H	33307H	28075
S		1N6BA1F2-H	33308H	28075
S		1N6BA1F3-H	33309H	30050
S		1N6BA1F4-H	33310H	30050
S		1N6BA1F9-H	34228H	28075
S		1N6BA1FM-H	34229H	28075
S		1N6BA1FP-H	34230H	30050
S		1N6BA1R1-H	34300H	23925
S		1N6BA1R2-H	34301H	23925
S		1N6BA1R3-H	34304H	25875
S		1N6BA1R4-H	34305H	25875
S		1N6BA1R9-H	34302H	23925
S		1N6BA1RM-H	34303H	23925
S		1N6BA1RP-H	34306H	25875
S		2N6AA1R1-H	34296H	19675
16	S	1N6AA1F1-G	35808G	20350
S		1N6AA1F2-G	35809G	20350
S		1N6AA1F3-G	35810G	22375
S		1N6AA1F4-G	35811G	22375
S		1N6BA1F1-G	35076G	22775
S		1N6BA1F2-G	35077G	22775
S		1N6BA1F3-G	35078G	24750
S		1N6BA1F4-G	35079G	24750
VERSA				
18	S	3N1CN7AH-J	30696J	10375
S		3N1CN7AK-J	30697J	10375
S		3N1CN7AP-J	30698J	10375
17	S	3N1CN7AH-H	31691H	10150
S	PLUS	3N1CN7AK-H	31693H	10375
S		3N1CN7AP-H	31692H	10150
16	S	3N1CN7AH-G	27446G	8425
S		3N1CN7AP-G	27447G	8425
15	S	3N1CN7AP-F	27190F	6425
14	NOTE S	3N1CE2CH-E	28029E	5425
	NOTE 1.6	3N1CE2CP-E	25131E	5425
S		3N1CN7AH-E	24840E	4925
4	DOOR	3N1CN7AP-E	24531E	4925
13	S	3N1CN7A9-D	29626D	4250

EXHIBIT H



Government Employees Insurance Company

Attn: Salvage Department, PO BOX 13528
Macon, GA 31208-3528

12/12/2016

Aqueelah Coleman
Po Box 3255
Decatur GA 30031--3255

Dear Aqueelah Coleman,

The enclosed "Total Loss Settlement Explanation" is a breakdown of your vehicle's settlement. For your convenience, the Market Valuation is available on GEICO.com. The Net Settlement Amount is the Base Value of your vehicle, plus any applicable fees and adjustments. If you have any questions, please contact me at 803-724-0564. You can also access your claim information at GEICO.com.

Sincerely,

Chad Greenway
803-724-0564

Encl: SHCL30

TOTAL LOSS SETTLEMENT EXPLANATION

Date December 12, 2016
 Accident Date November 30, 2016
 Claim Number 051146103-0101-048
 Company Government Employees Insurance Company
 Vehicle 2011 HONDA Civic Sedan LX Automatic
 VIN 2HGFA1F56BH543546

Dear: Aqueelah Coleman,

This is a brief explanation of your claim settlement:

Base Value		\$8,026.00
Condition Adjustment		\$-76.00
Pre Tax Adjustment		\$0.00
Tax		\$556.50
Total Value		<u>\$8,506.50</u>
State and Local Regulatory Fees		\$18.00
Post Tax Adjustment		\$0.00
Less Deductible		\$500.00
Less Percent Negligent	0%	\$0.00
Less Retention Amount		\$0.00
Net Settlement Amount		<u>\$8,024.50</u>
Towing Charges		\$0.00
Storage Charges		\$0.00

State law requires that owners of total loss or salvage motor vehicles apply for a salvage certificate within 10 days after a total loss settlement.

Does Apply Does Not Apply

Any state sales tax due the owner through replacement of the vehicle will be considered when notice is given and purchase invoice presented.

Does Apply Does Not Apply

Adjuster Chad Greenway Telephone No. 803-724-0564

Customer's Signature _____

EXHIBIT I



2016

**GEORGIA MOTOR VEHICLE
ASSESSMENT MANUAL FOR
TITLE AD VALOREM TAX**

**STATE OF GEORGIA
DEPARTMENT OF REVENUE
MOTOR VEHICLE DIVISION**

2016 TAVT Assessment Manual (Do not use for Ad Valorem tax)

AUTOMOBILES		HONDA	
Yr Model	VIN	VID	Value
CIVIC continued			
LX	1HGFB2F5-C	24221C	10500
HF	1HGFB2F6-C	30963C	10725
EX	1HGFB2F8-C	24229C	11775
EX-L	1HGFB2F9-C	24232C	12475
HYBRID	1HGFB4F2-C	24224C	11800
HYBRID-L	1HGFB4F3-C	24226C	12450
SI	1HGFB6E5-C	30960C	13650
DX	1HGFG3A2-C	35086C	8700
LX	1HGFG3A5-C	24213C	10325
EX	1HGFG3A8-C	32690C	11375
EX-L	1HGFG3B0-C	24237C	11975
EX	1HGFG3B1-C	32695C	11375
DX	1HGFG3B2-C	35087C	8700
LX	1HGFG3B5-C	24217C	10325
EX	1HGFG3B8-C	32696C	11375
EX-L	1HGFG3B9-C	24238C	11975
SI	1HGFG4A5-C	30957C	13250
DX	2HGFB2E2-C	35080C	9200
4DR LX MAN	2HGFB2E5-C	24398C	10500
DX	2HGFB2F2-C	35081C	9200
LX	2HGFB2F5-C	24222C	10500
4DR HF	2HGFB2F6-C	24273C	10725
4DR EX	2HGFB2F8-C	24142C	11775
EX-L	2HGFB2F9-C	24233C	12475
HYBRID	2HGFB4F2-C	24225C	11800
HYBRID-L	2HGFB4F3-C	24227C	12450
4DR SI	2HGFB6E5-C	24274C	13650
DX	2HGFG3A2-C	35088C	8700
2DR LX MAN	2HGFG3A5-C	24138C	10325
2DR EX MAN	2HGFG3A8-C	24136C	11375
2DR EX-L	2HGFG3B0-C	24133C	11975
2DR EX-L	2HGFG3B1-C	24132C	11375
DX	2HGFG3B2-C	35089C	8700
2DR LX AUTO	2HGFG3B5-C	24137C	10325
2DR EX AUTO	2HGFG3B8-C	24135C	11375
2DR EX-L	2HGFG3B9-C	24134C	11975
2DR SI	2HGFG4A5-C	24275C	13250
DX	JHMF2E2-C	35082C	9200
LX	JHMF2E5-C	34473C	10500
DX	JHMF2F2-C	35083C	9200
LX	JHMF2F5-C	24223C	10500
HF	JHMF2F6-C	30964C	10725
EX	JHMF2F8-C	24230C	11775
EX-L	JHMF2F9-C	24234C	12475
4DR HYBRID	JHMF4F2-C	24131C	11800
4DR HYBRID-L	JHMF4F3-C	24130C	12450
SI	JHMF6E5-C	30961C	13650
DX	JHMF3A2-C	35090C	8700
LX	JHMF3A5-C	24214C	10325
EX	JHMF3A8-C	32691C	11375
EX-L	JHMF3B0-C	24239C	11975

AUTOMOBILES		HONDA	
Yr Model	VIN	VID	Value
CIVIC continued			
EX	JHMF3B1-C	32697C	11375
DX	JHMF3B2-C	35091C	8700
LX	JHMF3B5-C	24218C	10325
EX	JHMF3B8-C	32698C	11375
EX-L	JHMF3B9-C	24240C	11975
SI	JHMF4A5-C	30958C	13250
DX	SHHF3A2-C	35092C	8700
LX	SHHF3A5-C	24215C	10325
EX	SHHF3A8-C	32692C	11375
EX-L	SHHF3B0-C	24241C	11975
EX	SHHF3B1-C	32699C	11375
DX	SHHF3B2-C	35093C	8700
LX	SHHF3B5-C	24219C	10325
EX	SHHF3B8-C	32700C	11375
EX-L	SHHF3B9-C	24242C	11975
11 DX	19XFA1E2-B	29898B	7275
VP	19XFA1E3-B	29906B	7475
LX	19XFA1E5-B	29924B	8575
LX-S	19XFA1E6-B	29932B	8850
EX	19XFA1E8-B	29946B	9675
DX	19XFA1F2-B	29902B	7275
VP	19XFA1F3-B	29910B	7475
LX	19XFA1F5-B	29928B	8575
LX-S	19XFA1F6-B	29936B	8850
EX	19XFA1F8-B	29950B	9675
EX-L	19XFA1F9-B	29964B	10225
SI	19XFA5E5-B	30184B	11525
DX	19XFG1A2-B	29888B	7025
LX	19XFG1A6-B	29914B	8275
EX	19XFG1A8-B	29954B	9525
EX-L	19XFG1A9-B	35164B	10000
DX	19XFG1B2-B	29893B	7025
LX	19XFG1B6-B	29919B	8275
EX	19XFG1B8-B	29959B	9525
EX-L	19XFG1B9-B	29967B	10000
DX	1HGFA1E2-B	29899B	7275
VP	1HGFA1E3-B	29907B	7475
LX	1HGFA1E5-B	29925B	8575
LX-S	1HGFA1E6-B	29933B	8850
EX	1HGFA1E8-B	29947B	9675
DX	1HGFA1F2-B	29903B	7275
VP	1HGFA1F3-B	29911B	7475
LX	1HGFA1F5-B	29929B	8575
LX-S	1HGFA1F6-B	29937B	8850
EX	1HGFA1F8-B	29951B	9675
EX-L	1HGFA1F9-B	29965B	10225
HYBRID	1HGFA3F2-B	29943B	9000
SI	1HGFA5E5-B	30185B	11525
DX	1HGFG1A2-B	29889B	7025
LX	1HGFG1A6-B	29915B	8275
EX	1HGFG1A8-B	29955B	9525

2016 TAVT Assessment Manual (Do not use for Ad Valorem tax)

AUTOMOBILES		HONDA	
Yr Model	VIN	VID	Value
CIVIC continued			
EX-L	1HGFG1A9-B	35162B	10000
DX	1HGFG1B2-B	29894B	7025
LX	1HGFG1B6-B	29920B	8275
EX	1HGFG1B8-B	29960B	9525
EX-L	1HGFG1B9-B	29968B	10000
SI	1HGFG2A5-B	29940B	11575
DX	2HGFA1E2-B	29900B	7275
VP	2HGFA1E3-B	29908B	7475
LX	2HGFA1E5-B	29926B	8575
LX-S	2HGFA1E6-B	29934B	8850
EX	2HGFA1E8-B	29948B	9675
DX	2HGFA1F2-B	29904B	7275
VP	2HGFA1F3-B	29912B	7475
LX	2HGFA1F5-B	29930B	8575
LX-S	2HGFA1F6-B	29938B	8850
EX	2HGFA1F8-B	29952B	9675
EX-L	2HGFA1F9-B	29966B	10225
HYBRID	2HGFA3F2-B	29944B	9000
SI	2HGFA5E5-B	30186B	11525
DX	2HGFG1A2-B	29890B	7025
LX	2HGFG1A6-B	29916B	8275
EX	2HGFG1A8-B	29956B	9525
EX-L	2HGFG1A9-B	35163B	10000
DX	2HGFG1B2-B	29895B	7025
LX	2HGFG1B6-B	29921B	8275
EX	2HGFG1B8-B	29961B	9525
EX-L	2HGFG1B9-B	29969B	10000
SI	2HGFG2A5-B	29941B	11575
DX	JHMFA1E2-B	29901B	7275
VP	JHMFA1E3-B	29909B	7475
LX	JHMFA1E5-B	29927B	8575
LX-S	JHMFA1E6-B	29935B	8850
EX	JHMFA1E8-B	29949B	9675
DX	JHMFA1F2-B	29905B	7275
VP	JHMFA1F3-B	29913B	7475
LX	JHMFA1F5-B	29931B	8575
LX-S	JHMFA1F6-B	29939B	8850
EX	JHMFA1F8-B	29953B	9675
EX-L	JHMFA1F9-B	29972B	10225
HYBRID	JHMFA3F2-B	29945B	9000
SI	JHMFA5E5-B	30187B	11525
DX	JHMFG1A2-B	29891B	7025
LX	JHMFG1A6-B	29917B	8275
EX	JHMFG1A8-B	29957B	9525
EX-L	JHMFG1A9-B	35165B	10000
DX	JHMFG1B2-B	29896B	7025
LX	JHMFG1B6-B	29922B	8275
EX	JHMFG1B8-B	29962B	9525
EX-L	JHMFG1B9-B	29970B	10000
SI	JHMFG2A5-B	29942B	11575
DX	SHHFG1A2-B	29892B	7025

AUTOMOBILES		HONDA	
Yr Model	VIN	VID	Value
CIVIC continued			
LX	SHHFG1A6-B	29918B	8275
EX	SHHFG1A8-B	29958B	9525
EX-L	SHHFG1A9-B	35166B	10000
DX	SHHFG1B2-B	29897B	7025
LX	SHHFG1B6-B	29923B	8275
EX	SHHFG1B8-B	29963B	9525
EX-L	SHHFG1B9-B	29971B	10000
10 DX 4DR MAN	19XFA1E2-A	25412A	6250
VP 4DR MAN	19XFA1E3-A	25419A	6475
LX 4DR MAN	19XFA1E5-A	25421A	7575
LX-S 4DR MAN	19XFA1E6-A	25431A	7850
EX 4DR MAN	19XFA1E8-A	25437A	8975
EX-L 4DR MAN	19XFA1E9-A	25440A	9450
DX 4DR AUTO	19XFA1F2-A	25411A	6250
VP 4DR AUTO	19XFA1F3-A	25415A	6475
LX 4DR AUTO	19XFA1F5-A	25424A	7575
LX-S 4DR AUTO	19XFA1F6-A	25428A	7850
EX 4DR AUTO	19XFA1F8-A	25435A	8975
EX-L 4DR AUTO	19XFA1F9-A	25444A	9450
SI	19XFA5E5-A	27635A	10575
DX	19XFG1A2-A	27583A	6000
LX	19XFG1A6-A	27595A	7425
EX	19XFG1A8-A	27608A	8700
EX	19XFG1A9-A	27618A	9200
DX	19XFG1B2-A	27587A	6000
LX	19XFG1B6-A	27599A	7425
EX	19XFG1B8-A	27612A	8700
EX	19XFG1B9-A	27622A	9200
DX	1HGFA1E2-A	27591A	6250
VP	1HGFA1E3-A	27593A	6475
LX	1HGFA1E5-A	27603A	7575
LX-S	1HGFA1E6-A	29127A	7850
EX	1HGFA1E8-A	27606A	8975
EX	1HGFA1E9-A	27616A	9450
DX	1HGFA1F2-A	27592A	6250
VP	1HGFA1F3-A	27594A	6475
LX	1HGFA1F5-A	27604A	7575
LX-S	1HGFA1F6-A	27605A	7850
EX	1HGFA1F8-A	27607A	8975
EX	1HGFA1F9-A	27617A	9450
HYBRID	1HGFA3F2-A	27448A	7625
SI	1HGFA5E5-A	27636A	10575
DX	1HGFG1A2-A	27584A	6000
LX	1HGFG1A6-A	27596A	7425
EX	1HGFG1A8-A	27609A	8700
EX	1HGFG1A9-A	27619A	9200
DX	1HGFG1B2-A	27588A	6000
LX	1HGFG1B6-A	27600A	7425
EX	1HGFG1B8-A	27613A	8700
EX	1HGFG1B9-A	27623A	9200
SI	1HGFG2A5-A	26837A	10725

EXHIBIT J



GEICO General Insurance Company

Attn: Salvage Department, PO BOX 13528
Macon, GA 31208-3528

1/24/2019

Ms. Todra Washington
3102 Peachtree Creek Cir APT 3102
Atlanta GA 30341--5357

Dear Ms. Washington,

The enclosed "Total Loss Settlement Explanation" is a breakdown of your vehicle's settlement. For your convenience, the Market Valuation is available on GEICO.com. The Net Settlement Amount is the Base Value of your vehicle, plus any applicable fees and adjustments. If you have any questions, please contact me at 404-263-1509. You can also access your claim information at GEICO.com.

Sincerely,

Theresa Rollins
404-263-1509

Encl: SHCL30

TOTAL LOSS SETTLEMENT EXPLANATION

Date January 24, 2019
 Accident Date December 28, 2018
 Claim Number 028147221 0101 045
 Company GEICO General Insurance Company
 Vehicle 2013 M BENZ E-Class E350 Luxury RWD *Ltd Avail*
 VIN WDDHF5KB9DA740861

Dear: Todra Washington,

This is a brief explanation of your claim settlement:

Base Value		\$14,793.00
Condition Adjustment		\$759.00
Pre Tax Adjustment		\$0.00
Tax		\$1,088.64
Total Value		<u>\$16,640.64</u>
State and Local Regulatory Fees		\$18.00
Post Tax Adjustment		\$0.00
Less Deductible		\$500.00
Less Percent Negligent	0%	\$0.00
Less Retention Amount		\$0.00
Net Settlement Amount		<u>\$16,158.64</u>
Towing Charges		\$0.00
Storage Charges		\$0.00

State law requires that owners of total loss or salvage motor vehicles apply for a salvage certificate within 10 days after a total loss settlement.

Does Apply Does Not Apply

Any state sales tax due the owner through replacement of the vehicle will be considered when notice is given and purchase invoice presented.

Does Apply Does Not Apply

Adjuster Theresa Rollins Telephone No. 404-263-1509

Customer's Signature _____

EXHIBIT K



2018

**GEORGIA MOTOR VEHICLE
ASSESSMENT MANUAL FOR
TITLE AD VALOREM TAX**

**STATE OF GEORGIA
DEPARTMENT OF REVENUE
MOTOR VEHICLE DIVISION**

2018 TAVT ASSESSMENT MANUAL (DO NOT USE FOR AD VALOREM TAX)

AUTOMOBILES		MERCEDES-BENZ		
Yr	Model	VIN	VID	Value

CLS				
17	CLS400	WDDLJ6FB-H	31126H	59650
	CLS400	WDDLJ6JB-H	31127H	60975
	CLS550	WDDLJ7DB-H	31128H	62125
	AMG CLS63 S	WDDLJ7GB-H	31130H	91525
	CLS550	WDDLJ9BB-H	31129H	63425
07	CLS 550	WDDDJ72X-7	156267	7875
	CLS 63 AMG	WDDDJ77X-7	156277	13975
06	500 4D	---DJ75X-6	100016	6375
	55 4D	---DJ76X-6	100546	10775

CLS CLASS

16	CLS400	WDDLJ6FB-G	25955G	51400
	CLS400	WDDLJ6HB-G	25957G	52725
	CLS550	WDDLJ7DB-G	25953G	53925
	CLS63 AMG S	WDDLJ7GB-G	25954G	81475
	CLS550	WDDLJ9BB-G	25956G	55225
15	CLS400	WDDLJ6FB-F	37749F	41500
	CLS400	WDDLJ6HB-F	37750F	42550
	CLS550	WDDLJ7DB-F	37746F	44675
	CLS63 AMG S	WDDLJ7GB-F	37747F	72975
	CLS550	WDDLJ9BB-F	37748F	45700
14	CLS550	WDDLJ7DB-E	25598E	35175
	CLS63 AMG	WDDLJ7EB-E	25600E	54075
	CLS63 AMG S	WDDLJ7GB-E	25601E	56400
	CLS550	WDDLJ9BB-E	25599E	36100
	CLS63 AMG S	WDDLJ9CB-E	25602E	56400
13	CLS550	WDDLJ7DB-D	27914D	28650
	CLS63 AMG	WDDLJ7EB-D	27916D	43475
	CLS550	WDDLJ9BB-D	27915D	29450
12	CLS550 4-MATIC	WDDLJ7DB-C	24402C	24125
	CLS63 AMG	WDDLJ7EB-C	24403C	35175
	CLS550	WDDLJ9BB-C	29267C	24825
11	CLS 550	WDDDJ7CB-B	30655B	16925
	CLS63 AMG	WDDDJ7HB-B	33897B	29225
10	CLS550	WDDDJ7CB-A	25345A	14400
	CLS63 AMG	WDDDJ7HB-A	25346A	25550
09	550	WDDDJ72X-9	140919	11800
	63 AMG	WDDDJ77X-9	140909	19975
08	CLS550	WDDDJ72X-8	142638	9750
	CLS63 AMG	WDDDJ77X-8	142648	15700

E CLASS

16	E250	WDDHF0EB-G	24458G	35750
	E350	WDDHF5KB-G	24460G	34100
	E400	WDDHF6FB-G	24462G	40125
	E400	WDDHF6HB-G	24463G	40775
	E63 AMG S	WDDHF7GB-G	24470G	68800
	E350	WDDHF8JB-G	24461G	34675
	E250	WDDHF9HB-G	24459G	36325
	E63 AMG S	WDDHH7GB-G	35351G	72775
	E350	WDDHH8JB-G	35353G	41075

AUTOMOBILES		MERCEDES-BENZ		
Yr	Model	VIN	VID	Value

E CLASS continued				
	E63 AMG S	WDDHH9CB-G	35352G	72775
	E400	WDDKJ6FA-G	24464G	37950
	E400	WDDKJ6FB-G	24465G	37950
	E400	WDDKJ6HB-G	24466G	38775
	E550	WDDKJ7DB-G	24468G	43850
	E400	WDDKK6FF-G	24467G	43775
	E550	WDDKK7DF-G	24469G	49125
15	E250	WDDHF0EB-F	31834F	29475
	E350	WDDHF5KB-F	31836F	28325
	E400	WDDHF6FB-F	31841F	33750
	E400	WDDHF6HB-F	31842F	34350
	E63 AMG S	WDDHF7GB-F	31840F	60950
	E350	WDDHF8JB-F	31837F	28900
	E63 AMG	WDDHF9CB-F	31847F	55750
	E250	WDDHF9HB-F	31835F	30075
	E63 AMG S	WDDHH7GB-F	31873F	62475
	E350	WDDHH8JB-F	31872F	36550
	E63 AMG S	WDDHH9CB-F	31874F	62475
	E400	WDDKJ6FA-F	31843F	30650
	E400	WDDKJ6FB-F	31844F	30650
	E400	WDDKJ6HB-F	31845F	31825
	E550	WDDKJ7DB-F	31839F	34450
	E400	WDDKK6FF-F	31846F	36275
	E550	WDDKK7DF-F	31838F	39275
14	E250	WDDHF0EB-E	25607E	24175
	E350	WDDHF5KB-E	25603E	23200
	E63 AMG S	WDDHF7GB-E	25609E	53400
	E350	WDDHF8JB-E	25604E	23800
	E550	WDDHF9BB-E	25606E	31475
	E63 AMG	WDDHF9CB-E	25608E	47175
	E400 HYBRID	WDDHF9FB-E	32687E	24550
	E250	WDDHF9HB-E	25605E	24750
	E63 AMG S	WDDHH7GB-E	28787E	54875
	E350	WDDHH8JB-E	28784E	29750
	E63 AMG S	WDDHH9CB-E	28788E	54875
	E350	WDDKJ5KB-E	28780E	25825
	E550	WDDKJ7DB-E	28785E	28675
	E350	WDDKJ8JB-E	28782E	26050
	E350	WDDKJ8JC-E	28783E	26050
	E350	WDDKK5KF-E	28781E	30875
	E550	WDDKK7DF-E	28786E	33600
13	E350 4DR BLUETE	WDDHF2EB-D	26540D	18925
	E350 4DR	WDDHF5KB-D	26539D	17950
	E63 4DR	WDDHF7EB-D	26541D	40225
	E350	WDDHF8JB-D	27919D	18525
	E550	WDDHF9BB-D	27920D	24950
	E400 HYBRID	WDDHF9FB-D	30077D	19100
	E63 AMG	WDDHH7EB-D	27924D	40225
	E350	WDDHH8JB-D	27922D	24250
	E350	WDDKJ5KB-D	27917D	19525
	E550	WDDKJ7DB-D	27918D	23950

EXHIBIT L

Looking for a no-hassle pricing on New or Used Car?

The GEICO Car Buying Service is here to help.



Shop with confidence and save, discovering great deals.

We'll get you back on the road fast!

The GEICO Car Buying Service provides:

- TrueCar® Certified Dealers dedicated to providing a no-hassle car buying experience.
- What others paid for new vehicle in your area so you don't overpay.
- A way to easily view and compare thousands of new and used vehicles online.
- TrueCar® representatives available to help you through the entire process.

A service you can trust when you need it most

GEICO®

Visit us today at www.geico.com/replacemycar
or call 877-638-4126

CCC ONE MARKET VALUATION REPORT

Prepared for GEICO

REPORT SUMMARY

CLAIM INFORMATION

Owner	Johnson, Chandra 2528 Hilltop Dr Albany, GA 31707
Loss Vehicle	2014 Dodge Journey SXT FWD
Loss Incident Date	08/20/2018
Claim Reported	08/21/2018

The CCC ONE® Market Valuation Report reflects CCC Information Services Inc.'s opinion as to the value of the loss vehicle, based on information provided to CCC by GEICO.

Loss vehicle has 68% greater than average mileage of 64,700.

INSURANCE INFORMATION

Report Reference Number	89741179
Claim Reference	0588615110101024-01
Adjuster	Baker, Jessica
Odometer	108,456
Last Updated	08/21/2018 12:39 PM

VALUATION SUMMARY

Base Vehicle Value	\$ 11,651.00
Condition Adjustment	- \$ 1,004.00
PRIOR DAMAGE	- \$ 30.00
Adjusted Vehicle Value	\$ 10,617.00
Vehicular Tax (7%)	+ \$ 743.19
Tax reflects applicable state, county and municipal taxes.	
TITLE FEE	+ \$ 18.00
Value before Deductible	\$ 11,378.19
Deductible	- \$ 1,000.00

Total \$ 10,378.19

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

BASE VEHICLE VALUE

This is derived per our Valuation methodology described on the next page.

ADJUSTED VEHICLE VALUE

This is determined by adjusting the Base Vehicle Value to account for the actual condition of the loss vehicle and certain other reported attributes, if any, such as refurbishments and after factory equipment.

Inside the Report

Valuation Methodology.....	2
Vehicle Information.....	3
Vehicle Condition.....	6
Comparable Vehicles.....	8
Valuation Notes.....	14
Supplemental Information.....	15

VALUATION METHODOLOGY

How was the valuation determined?

CLAIM INSPECTION



GEICO has provided CCC with the zip code where the loss vehicle is garaged, loss vehicle VIN, mileage, equipment, as well as loss vehicle condition, which is used to assist in determining the value of the loss vehicle.

DATABASE REVIEW



CCC maintains an extensive database of vehicles that currently are or recently were available for sale in the U.S. This database includes vehicles that CCC employees have physically inspected, as well as vehicles advertised for sale by dealerships or private parties. All of these sources are updated regularly.

SEARCH FOR COMPARABLES

When a valuation is created the database is searched and comparable vehicles in the area are selected. The zip code where the loss vehicle is garaged determines the starting point for the search. Comparable vehicles are similar to the loss vehicle based on relevant factors.



CALCULATE BASE VEHICLE VALUE

Adjustments to the price of the selected comparable vehicles are made to reflect differences in vehicle attributes, including mileage and options. Dollar adjustments are based upon market research.

Finally, the Base Vehicle Value is the weighted average of the adjusted values of the comparable vehicles based on the following factors:

- Source of the data (such as inspected versus advertised)
- Similarity (such as equipment, mileage, and year)
- Proximity to the loss vehicle's primary garage location
- Recency of information




MARKET VALUATION REPORT

 Owner: Johnson, Chandra
 Claim: 0588615110101024-01


VEHICLE INFORMATION
VEHICLE DETAILS

Location	ALBANY, GA 31707
VIN	3C4PDCBB0ET270939
Year	2014
Make	Dodge
Model	Journey
Trim	SXT
Body Style	FWD
Body Type	Sports Utility
Engine -	
Cylinders	4
Displacement	2.4L
Fuel Type	Gasoline
Carburation	Sequential MPI
Transmission	Automatic Transmission
Curb Weight	3818 lbs

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicle.

Please review the information in the Vehicle Information Section to confirm the reported mileage and to verify that the information accurately reflects the options, additional equipment or other aspects of the loss vehicle that may impact the value.

VEHICLE ALLOWANCES

Odometer	108,456	- 1,097
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Allowances are factors influencing the value of the loss vehicle when compared to a typical vehicle. The typical vehicle is a vehicle of the same year, make, and model as the loss vehicle, including average mileage, and all standard equipment. These allowances are displayed for illustrative purposes only.

The Base Vehicle Value is calculated from the comparable vehicles with adjustments to reflect the loss vehicle configuration

VEHICLE HISTORY SUMMARY

CCC VINguard®	1 Vehicle Market History Information	04/21/2015
Experian AutoCheck	No Title Problem Found	
Insurance Services Organization/ National Insurance Crime Bureau	1 Record Found	
National Highway Traffic Safety Administration	7 Recalls	



VEHICLE INFORMATION

VEHICLE EQUIPMENT

Odometer	108,456		
Transmission	Automatic Transmission	✓	
Driver Convenience	Keyless Entry	✓	
	Message Center	✓	
	Power Windows	✓	
	Power Locks	✓	
	Power Mirrors	✓	
	Heated Mirrors	✓	
	Cruise Control	✓	
	Intermittent Wipers	✓	
	Tilt Wheel	✓	
	Telescopic Wheel	✓	
	Steering Wheel Touch Controls	✓	
	Console/Storage	✓	
	Instrument Panel	Traction Control	✓
		Stability Control	✓
Air Conditioning		✓	
Climate Control		✓	
Rear Defogger		✓	
Hands Free		✓	
Radio	AM Radio	✓	
	FM Radio	✓	
	Stereo	✓	
	Search/Seek	✓	
	CD Player	✓	
	Auxiliary Audio Connection	✓	
	Satellite Radio	✓	
	Equalizer	✓	
	Safety	Air Bag (Driver Only)	✓
Passenger Air Bag		✓	
Front Side Impact Air Bags		✓	
Head/Curtain Air Bags		✓	

To the left is the equipment of the loss vehicle that GEICO provided to CCC.

✓ **Standard** This equipment is included in the base configuration of the vehicle at time of purchase.

📄 **Additional** Equipment that is not Standard but was noted to be on the loss vehicle.



VEHICLE INFORMATION

VEHICLE EQUIPMENT

Paint	Clearcoat Paint	✓
Front End	Fog Lamps	✓
	California Emissions	📄
	Power Steering	✓
	Power Brakes	✓
	Anti-lock Brakes (4)	✓
Glass And Mirrors	Dual Mirrors	✓
	Privacy Glass	✓
Seats	Cloth Seats	✓
	Bucket Seats	✓
	Reclining/Lounge Seats	✓
Decor	Luggage/Roof Rack	✓
Rear End	Rear Window Wiper	✓
Wheels	4-wheel Disc Brakes	✓
	Aluminum/Alloy Wheels	✓


MARKET VALUATION REPORT

 Owner: Johnson, Chandra
 Claim: 0588615110101024-01


VEHICLE CONDITION
COMPONENT CONDITION

	Condition	Inspection Notes/Guidelines	Value Impact
Mechanical	AVERAGE PRIVATE	Notes: SEEPAGE Guideline: Engine: Minor seepage. Belts and hoses firm, show minimal wear. Minimal dirt and grease in engine compartment. Transmission: Fluid slightly discolored. A few areas of seepage.	\$ 0
Tires	ROUGH	Notes: LF 1 LR 2 RR 3 RF 2 18.18% NEW Guideline: Front Tires: 40% or less of new. Example: Typical new car tires are 11/32, loss measures at 3/32 = 28% (3/11) Rear Tires: 40% or less of new. Example: Typical new car tires are 11/32, loss measures at 3/32 = 28% (3/11)	- \$ 70
Paint	ROUGH	Notes: SIG SCRATCHES ALLOVER Guideline: Few small deep chips and/or scratches. No significant peeling and/or flaking. Minor swirl marks. Slight Fading.	- \$ 210
Body	ROUGH	Notes: DMG TO RT FDR OLD RUST DMG TO FRT BPR DMG TO REAR BPR DMG TO LIFTGATE ON LT SIDE CURB RASH DMG TO LT W/S PILLAR/ UNISIDE DMG TO LT QTR BOTH HEADLAMPS CRACKED Guideline: Sheet Metal: Few dents and/or numerous dings. No significant surface rust. Trim: Minimal damage to components. Few dents and/or numerous dings.	- \$ 654
Glass	AVERAGE PRIVATE	Notes: PITTING Guideline: Light surface scratches and/or pitting.	\$ 0

GEICO uses condition inspection guidelines to determine the condition of key components of the loss vehicle prior to the loss. The guidelines describe physical characteristics for these key components, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss vehicle's condition.

CCC makes dollar adjustments that reflect the impact the reported condition has on the value of the loss vehicle as compared to Average Private condition. These dollar adjustments are based upon interviews with dealerships across the United States.


VEHICLE CONDITION
COMPONENT CONDITION

	Condition	Inspection Notes/Guidelines	Value Impact
Seats	AVERAGE PRIVATE	Notes: SOME SOILING NO TEARS Guideline: Clean. No significant tears, holes and/or burn marks. No significant wear. No bare spots. Lightly worn primarily in driver's area.	\$ 0
Carpets	AVERAGE PRIVATE	Notes: SOILED WEAR TO DRV DOOR TRIM Guideline: Clean. No significant tears, holes and/or burn marks. No significant wear. No bare spots. Lightly worn primarily in driver's area.	\$ 0
Dashboard	AVERAGE PRIVATE	Notes: SCRATCHES CENTER CONSOLE COVER WORN Guideline: Few small scratches and/or gouges. Minimal damage to components. Light wear.	\$ 0
Headliner	ROUGH	Notes: SOILED Guideline: Few small holes and/or burn marks. Lightly scuffed.	- \$ 70
Total Condition Adjustments			- \$ 1,004


MARKET VALUATION REPORT

 Owner: Johnson, Chandra
 Claim: 0588615110101024-01


COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 1	Comp 2	Comp 3
Odometer	108,456	72,165	47,673	57,212
Automatic Transmission	✓	✓	✓	✓
Keyless Entry	✓	✓	✓	✓
Remote Starter	✗	✗	✗	✓
Message Center	✓	✓	✓	✓
Power Driver Seat	✗	✓	✓	✓
Power Windows	✓	✓	✓	✓
Power Locks	✓	✓	✓	✓
Power Mirrors	✓	✓	✓	✓
Heated Mirrors	✓	✓	✓	✓
Power Trunk/Gate Release	✗	✓	✓	✓
Cruise Control	✓	✓	✓	✓
Intermittent Wipers	✓	✓	✓	✓
Tilt Wheel	✓	✓	✓	✓
Telescopic Wheel	✓	✓	✓	✓
Steering Wheel Touch Controls	✓	✓	✓	✓
Console/Storage	✓	✓	✓	✓
Overhead Console	✗	✗	✓	✓
Home Link	✗	✗	✗	✓
Traction Control	✓	✓	✓	✓
Stability Control	✓	✓	✓	✓
Alarm	✗	✗	✗	✓
Air Conditioning	✓	✓	✓	✓
Climate Control	✓	✓	✓	✓
Rear Defogger	✓	✓	✓	✓
Hands Free	✓	✓	✓	✓
AM Radio	✓	✓	✓	✓
FM Radio	✓	✓	✓	✓
Stereo	✓	✓	✓	✓
Search/Seek	✓	✓	✓	✓
CD Player	✓	✓	✓	✓
Auxiliary Audio Connection	✓	✓	✓	✓
Premium Radio	✗	✗	✓	✗
Satellite Radio	✓	✓	✓	✓
Equalizer	✓	✓	✓	✓
Drivers Side Air Bag	✓	✓	✓	✓
Passenger Air Bag	✓	✓	✓	✓
Front Side Impact Air Bags	✓	✓	✓	✓
Head/Curtain Air Bags	✓	✓	✓	✓
Clearcoat Paint	✓	✓	✓	✓

Comp 1 Updated Date: 06/04/2018

2014 Dodge Journey Sxt Fwd 6 3.6I
Flex Fuel Sequential Mpi
VIN 3C4PDCBG0ET296789

Dealership Budget Car Sales Of Tifto

Telephone (888) 937-8733

Source Autotrader

Stock # 2395DW

Distance from Albany, GA

38 Miles - Tifton, GA

Comp 2 Updated Date: 07/27/2018

2014 Dodge Journey Sxt Fwd 4 2.4I
Gasoline Sequential Mpi
VIN 3C4PDCBB5ET245910

Dealership Southland Chrysler Dodge

Telephone (229) 273-3473

Source Autotrader

Stock # 245910

Distance from Albany, GA

35 Miles - Cordele, GA

Comp 3 Updated Date: 06/29/2018

2014 Dodge Journey Sxt Fwd 6 3.6I
Flex Fuel Sequential Mpi
VIN 3C4PDCBG5ET290910

Dealership Thomasville Ford

Telephone (888) 864-0334

Source Dealer Ad

Distance from Albany, GA

54 Miles - Thomasville, GA

Comparable vehicles used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

List Price is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

Distance is based upon a straight line between loss and comparable vehicle locations.

¹The **Condition Adjustment** sets that comparable vehicle to Average Private condition, which the loss vehicle is also compared to in the Vehicle Condition section.


MARKET VALUATION REPORT

 Owner: Johnson, Chandra
 Claim: 0588615110101024-01


COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 1	Comp 2	Comp 3
Metallic Paint	✗	✗	✓	✓
Fog Lamps	✓	✓	✓	✓
California Emissions	✓	✓	✓	✓
Power Steering	✓	✓	✓	✓
Power Brakes	✓	✓	✓	✓
Anti-lock Brakes (4)	✓	✓	✓	✓
Dual Mirrors	✓	✓	✓	✓
Privacy Glass	✓	✓	✓	✓
Cloth Seats	✓	✓	✗	✗
Leather Seats	✗	✗	✓	✓
Bucket Seats	✓	✓	✓	✓
Reclining/Lounge Seats	✓	✓	✓	✓
Heated Seats	✗	✗	✓	✓
3rd Row Seat	✗	✓	✗	✓
Dual Air Conditioning	✗	✓	✗	✓
Luggage/Roof Rack	✓	✓	✓	✓
Rear Window Wiper	✓	✓	✓	✓
4-wheel Disc Brakes	✓	✓	✓	✓
Aluminum/Alloy Wheels	✓	✓	✓	✓
List Price		\$ 13,955	\$ 13,995	\$ 15,995
Adjustments:				
Make/Model/Trim		- \$ 50		- \$ 50
Options		- \$ 467	- \$ 656	- \$ 1,170
Mileage		- \$ 753	- \$ 1,854	- \$ 1,464
Condition ¹		- \$ 537	- \$ 537	- \$ 537
Adjusted Comparable Value		\$ 12,148	\$ 10,948	\$ 12,774


MARKET VALUATION REPORT

 Owner: Johnson, Chandra
 Claim: 0588615110101024-01


COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 4	Comp 5	Comp 6
Odometer	108,456	72,629	83,365	77,217
Automatic Transmission	✓	✓	✓	✓
Keyless Entry	✓	✓	✓	✓
Remote Starter	✗	✗	✗	✓
Message Center	✓	✓	✓	✓
Power Driver Seat	✗	✓	✓	✓
Power Windows	✓	✓	✓	✓
Power Locks	✓	✓	✓	✓
Power Mirrors	✓	✓	✓	✓
Heated Mirrors	✓	✓	✓	✓
Power Trunk/Gate Release	✗	✓	✓	✓
Cruise Control	✓	✓	✓	✓
Intermittent Wipers	✓	✓	✓	✓
Tilt Wheel	✓	✓	✓	✓
Telescopic Wheel	✓	✓	✓	✓
Steering Wheel Touch Controls	✓	✓	✓	✓
Console/Storage	✓	✓	✓	✓
Overhead Console	✗	✗	✗	✓
Home Link	✗	✗	✗	✓
Traction Control	✓	✓	✓	✓
Stability Control	✓	✓	✓	✓
Alarm	✗	✗	✗	✓
Air Conditioning	✓	✓	✓	✓
Climate Control	✓	✓	✓	✓
Rear Defogger	✓	✓	✓	✓
Hands Free	✓	✓	✓	✓
AM Radio	✓	✓	✓	✓
FM Radio	✓	✓	✓	✓
Stereo	✓	✓	✓	✓
Search/Seek	✓	✓	✓	✓
CD Player	✓	✓	✓	✓
Auxiliary Audio Connection	✓	✓	✓	✓
Satellite Radio	✓	✓	✓	✓
Equalizer	✓	✓	✓	✓
Drivers Side Air Bag	✓	✓	✓	✓
Passenger Air Bag	✓	✓	✓	✓
Front Side Impact Air Bags	✓	✓	✓	✓
Head/Curtain Air Bags	✓	✓	✓	✓
Clearcoat Paint	✓	✓	✓	✓
Metallic Paint	✗	✗	✓	✗
Fog Lamps	✓	✓	✓	✓

Comp 4 Updated Date: 05/25/2018

2014 Dodge Journey Sxt Fwd 6 3.6I
Flex Fuel Sequential Mpi
VIN 3C4PDCBG5ET144099
Dealership Prince Automotive Of Vald

Telephone (229) 300-0071

Source Autotrader

Stock # 13491AA

Distance from Albany, GA

72 Miles - Valdosta, GA

Comp 5 Updated Date: 06/25/2018

2014 Dodge Journey Sxt Fwd 6 3.6I
Flex Fuel Sequential Mpi
VIN 3C4PDCBG3ET144117
Dealership Drivetime Macon

Telephone (478) 738-6400

Source Autotrader

Stock # 1030195546

Distance from Albany, GA

94 Miles - Macon, GA

Comp 6 Updated Date: 07/11/2018

2014 Dodge Journey Sxt Fwd 4 2.4I
Gasoline Sequential Mpi
VIN 3C4PDCBBXET124726
Dealership Valdosta Toyota-scion

Contact Derrick Bierau

Telephone (229) 247-1920

Source Inspected Inventory

Stock # PC7927A

Distance from Albany, GA

72 Miles - Valdosta, GA

Comparable vehicles used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

List Price is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

Take Price is the amount that the dealership will accept to sell the inspected vehicle, though a lower price may be obtainable through negotiation.

Distance is based upon a straight line between loss and comparable vehicle locations.


MARKET VALUATION REPORT

 Owner: Johnson, Chandra
 Claim: 0588615110101024-01


COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 4	Comp 5	Comp 6
California Emissions	✓	✓	✓	✓
Power Steering	✓	✓	✓	✓
Power Brakes	✓	✓	✓	✓
Anti-lock Brakes (4)	✓	✓	✓	✓
Dual Mirrors	✓	✓	✓	✓
Privacy Glass	✓	✓	✓	✓
Cloth Seats	✓	✓	✓	✓
Bucket Seats	✓	✓	✓	✓
Reclining/Lounge Seats	✓	✓	✓	✓
Heated Seats	✗	✗	✗	✓
3rd Row Seat	✗	✓	✓	✓
Dual Air Conditioning	✗	✓	✓	✓
Luggage/Roof Rack	✓	✓	✓	✓
Rear Window Wiper	✓	✓	✓	✓
4-wheel Disc Brakes	✓	✓	✓	✓
Aluminum/Alloy Wheels	✓	✓	✓	✓
List Price		\$ 11,991	\$ 13,895	
Take Price				\$ 13,491
Adjustments:				
Make/Model/Trim		- \$ 50	- \$ 50	
Options		- \$ 467	- \$ 467	- \$ 859
Mileage		- \$ 735	- \$ 398	- \$ 573
Condition ¹		- \$ 537	- \$ 537	- \$ 537
Adjusted Comparable Value		\$ 10,202	\$ 12,443	\$ 11,522

¹The **Condition Adjustment** sets that comparable vehicle to Average Private condition, which the loss vehicle is also compared to in the Vehicle Condition section.


MARKET VALUATION REPORT

 Owner: Johnson, Chandra
 Claim: 0588615110101024-01


COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 7
Odometer	108,456	80,961
Automatic Transmission	✓	✓
Keyless Entry	✓	✓
Message Center	✓	✓
Power Windows	✓	✓
Power Locks	✓	✓
Power Mirrors	✓	✓
Heated Mirrors	✓	✓
Power Trunk/Gate Release	✗	✓
Cruise Control	✓	✓
Intermittent Wipers	✓	✓
Tilt Wheel	✓	✓
Telescopic Wheel	✓	✓
Steering Wheel Touch Controls	✓	✓
Console/Storage	✓	✓
Traction Control	✓	✓
Stability Control	✓	✓
Air Conditioning	✓	✓
Climate Control	✓	✓
Rear Defogger	✓	✓
Hands Free	✓	✓
AM Radio	✓	✓
FM Radio	✓	✓
Stereo	✓	✓
Search/Seek	✓	✓
CD Player	✓	✓
Auxiliary Audio Connection	✓	✓
Satellite Radio	✓	✓
Equalizer	✓	✓
Drivers Side Air Bag	✓	✓
Passenger Air Bag	✓	✓
Front Side Impact Air Bags	✓	✓
Head/Curtain Air Bags	✓	✓
Clearcoat Paint	✓	✓
Fog Lamps	✓	✓
California Emissions	✓	✗
Power Steering	✓	✓
Power Brakes	✓	✓
Anti-lock Brakes (4)	✓	✓
Dual Mirrors	✓	✓
Privacy Glass	✓	✓

Comp 7 Updated Date: 06/20/2018

2014 Dodge Journey Sxt Fwd 6 3.6I
Flex Fuel Sequential Mpi
VIN 3C4PDCBG7ET177914
Dealership Carmax Columbus

Telephone (706) 225-5800

Source Dealer Ad

Distance from Albany, GA

77 Miles - Columbus, GA

Comparable vehicles used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

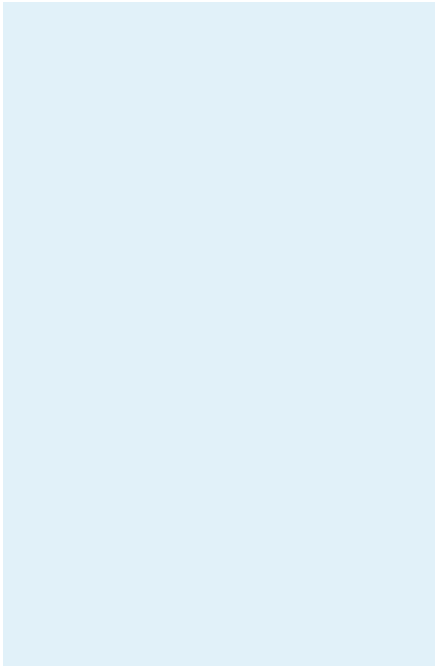
List Price is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

Distance is based upon a straight line between loss and comparable vehicle locations.

¹The **Condition Adjustment** sets that comparable vehicle to Average Private condition, which the loss vehicle is also compared to in the Vehicle Condition section.

 **COMPARABLE VEHICLES**

Options	Loss Vehicle	Comp 7
Cloth Seats	✓	✓
Bucket Seats	✓	✓
Reclining/Lounge Seats	✓	✓
Luggage/Roof Rack	✓	✓
Rear Window Wiper	✓	✓
4-wheel Disc Brakes	✓	✓
Aluminum/Alloy Wheels	✓	✓
List Price		\$ 12,998
Adjustments:		
Make/Model/Trim		- \$ 50
Mileage		- \$ 461
Condition ¹		- \$ 537
Adjusted Comparable Value		\$ 11,950



CCC ONE. MARKET VALUATION REPORT

Owner: Johnson, Chandra
Claim: 0588615110101024-01

 **VALUATION NOTES**

08/21/2018 12:39 - TAX DISTRICT N

This Market Valuation Report has been prepared exclusively for use by GEICO, and no other person or entity is entitled to or should rely upon this Market Valuation Report and/or any of its contents. CCC is one source of vehicle valuations, and there are other valuation sources available.

Regulations concerning vehicle value include Georgia Administrative Code 120-2-52-.06.

SUPPLEMENTAL INFORMATION



CARRIER INFORMATION

Prepared for: GEICO

Web: Get back on the road fast!

GEICO offers an easy-to-use service designed to help you save time and money.

Simply visit www.geico.com/replaceyourcar today or call

(877)-638-4119 to get started!!



VEHICLE HISTORY INFORMATION

VINGuard®

VINGuard® Message: VINGuard has decoded this VIN without any errors

ISO Vehicle History:

Number of times reported to ISO:	1
ISO's file number:	H0277402467
Loss date:	08/20/2018
Phone:	8008419160
Claim ref:	0588615110101024

Vehicle Market History Information:

This vehicle was reported to CCC on 04/21/2015 Mileage: 29159

Location: CCC Inspected in ALBANY, GA


MARKET VALUATION REPORT

 Owner: Johnson, Chandra
 Claim: 0588615110101024-01

SUPPLEMENTAL INFORMATION


EXPERIAN® AUTOCHECK® VEHICLE HISTORY REPORT

TITLE CHECK		RESULTS FOUND
Abandoned	✓	No Abandoned Record Found
Damaged	✓	No Damaged Record Found
Fire Damage	✓	No Fire Damage Record Found
Grey Market	✓	No Grey Market Record Found
Hail Damage	✓	No Hail Damage Record Found
Insurance Loss	✓	No Insurance Loss Record Found
Junk	✓	No Junk Record Found
Rebuilt	✓	No Rebuilt Record Found
Salvage	✓	No Salvage Record Found
EVENT CHECK		RESULTS FOUND
NHTSA Crash Test Vehicle	✓	No NHTSA Crash Test Vehicle Record Found
Frame Damage	✓	No Frame Damage Record Found
Major Damage Incident	✓	No Major Damage Incident Record Found
Manufacturer Buyback/Lemon	✓	No Manufacturer Buyback/Lemon Record Found
Odometer Problem	✓	No Odometer Problem Record Found
Recycled	✓	No Recycled Record Found
Water Damage	✓	No Water Damage Record Found
Salvage Auction	✓	No Salvage Auction Record Found
VEHICLE INFORMATION		RESULTS FOUND
Accident	✓	No Accident Record Found
Corrected Title	✓	No Corrected Title Record Found
Driver Education	✓	No Driver Education Record Found
Fire Damage Incident	✓	No Fire Damage Incident Record Found
Lease	📄	Lease Record Found
Lien	✓	No Lien Record Found
Livery Use	✓	No Livery Use Record Found
Government Use	✓	No Government Use Record Found
Police Use	✓	No Police Use Record Found
Fleet	✓	No Fleet Record Found
Rental	✓	No Rental Record Found
Fleet and/or Rental	✓	No Fleet and/or Rental Record Found
Repossessed	✓	No Repossessed Record Found
Taxi use	✓	No Taxi use Record Found
Theft	✓	No Theft Record Found
Fleet and/or Lease	📄	Fleet and/or Lease Record Found
Emissions Safety Inspection	✓	No Emissions Safety Inspection Record Found
Duplicate Title	✓	No Duplicate Title Record Found

CCC provides GEICO information reported by Experian regarding the **2014 Dodge Journey (3C4PDCBB0ET270939)**. This data is provided for informational purposes. Unless otherwise noted in this Valuation Detail, CCC does not adjust the value of the loss vehicle based upon this information.

LEGEND :

- ✓ No Event Found
- ⊘ Event Found
- 📄 Information Needed

TITLE CHECK
THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no significant title events. When found, events often indicate automotive damage or warnings associated with the vehicle.

EVENT CHECK
THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no historical events that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

VEHICLE INFORMATION
INFORMATION FOUND

AutoCheck found additional information on this vehicle. These records will provide more history for this loss vehicle

ODOMETER CHECK
THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no indication of odometer rollback or tampering was found. AutoCheck determines odometer rollbacks by searching for records that indicate odometer readings less than a previously reported value. Other odometer events can report events of tampering, or possible odometer breakage.

SUPPLEMENTAL INFORMATION



FULL HISTORY REPORT RUN DATE: 08/21/2018

Below are the historical events for this vehicle listed in chronological order.

EVENT DATE	RESULTS FOUND	ODOMETER READING	DATA SOURCE	EVENT DETAIL
06/11/2014	MARIETTA, GA	5	Motor Vehicle Dept.	TITLE (Lien Reported)
06/11/2014	MARIETTA, GA		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
01/23/2015	GA	28974	Auto Auction	REPORTED AT AUTO AUCTION
01/26/2015	GA	28974	Auto Auction	AUCTION ANNOUNCED AS FLEET/LEASE
01/30/2015	ALBANY, GA	29159	Dealer Record	VEHICLE IN DEALER INVENTORY
01/30/2015	ALBANY, GA		Dealer Record	VEHICLE REPORTED TO BE UNDER WARRANTY
04/28/2015	ALBANY, GA	28974	Motor Vehicle Dept.	TITLE (Lien Reported)
05/01/2015	ALBANY, GA		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
08/28/2015	ALBANY, GA		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
02/25/2016	ALBANY, GA		Motor Vehicle Dept.	TITLE (Lien Reported)
08/12/2016	ALBANY, GA		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
08/11/2017	ALBANY, GA		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
08/17/2018	ALBANY, GA		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL

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Experian's Reports are compiled from multiple sources. It is not always possible for Experian to obtain complete discrepancy information on all vehicles; therefore, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's Report. Experian searches data from additional sources where possible, but all discrepancies may not be reflected on the Report.

These Reports are based on information supplied to Experian by external sources believed to be reliable, BUT NO RESPONSIBILITY IS ASSUMED BY EXPERIAN OR ITS AGENTS FOR ERRORS, INACCURACIES OR OMISSIONS. THE REPORTS ARE PROVIDED STRICTLY ON AN "AS IS WHERE IS" BASIS, AND EXPERIAN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THIS REPORT.

YOU AGREE TO INDEMNIFY EXPERIAN FOR ANY CLAIMS OR LOSSES, INCLUDING COSTS, EXPENSES AND ATTORNEYS FEES, INCURRED BY EXPERIAN ARISING DIRECTLY OR INDIRECTLY FROM YOUR IMPROPER OR UNAUTHORIZED USE OF AUTOCHECK VEHICLE HISTORY REPORTS.

SUPPLEMENTAL INFORMATION

Experian shall not be liable for any delay or failure to provide an accurate report if and to the extent which such delay or failure is caused by events beyond the reasonable control of Experian, including, without limitation, "acts of God", terrorism, or public enemies, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments, or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

These terms and the relationship between you and Experian shall be governed by the laws of the State of Illinois (USA) without regard to its conflict of law provisions. You and Experian agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Cook, Illinois.


MARKET VALUATION REPORT

 Owner: Johnson, Chandra
 Claim: 0588615110101024-01

SUPPLEMENTAL INFORMATION



NHTSA VEHICLE RECALL

NHTSA Campaign ID : 14V711000

Mfg's Report Date : NOV 06, 2014

Component : EQUIPMENT:OTHER:LABELS

Potential Number Of Units Affected : 667

Summary : Chrysler Group LLC (Chrysler) is recalling certain model year 2014-2015 Dodge Journey vehicles manufactured October 25, 2013, to August 22, 2014. The affected vehicles may be equipped with tire placard labels which contain inaccurate seating capacity and occupant/cargo combined weight information. As such, these vehicles fail to comply with the requirements of Federal Motor Vehicle Safety Standard (FMVSS) No. 110, "Tire Selection and Rims for Passenger Cars."

Consequence : With inaccurate information on the tire placard, the operator may overload the vehicle, increasing the risk of a crash.

Remedy : Chrysler will notify owners, and dealers will install a correct tire placard label, free of charge. The recall began April 8, 2015. Owners may contact Chrysler customer service at 1-800-853-1403. Chrysler's number for this recall is P70.

Dates Of Manufacture : OCT 24, 2013 to AUG 21, 2014

Manufacturer Recall No. : P70

NHTSA Campaign ID : 15V431000

Mfg's Report Date : JUL 06, 2015

Component : ENGINE AND ENGINE COOLING:ENGINE

Potential Number Of Units Affected : 145379

Summary : Chrysler (FCA US LLC) is recalling certain model year 2011-2015 Dodge Journey vehicles manufactured July 19, 2010, to May 26, 2015 and equipped with 2.4L engines. In the affected vehicles, the engine cover may detach from the engine and contact the exhaust manifold.

Consequence : If the displaced engine cover contacts the exhaust manifold, there would be an increased risk of a vehicle fire.

Remedy : Chrysler will notify owners, and dealers will install an improved mounting system for the engine cover, free of charge. The recall began on October 15, 2015. Owners may contact Chrysler customer service at 1-800-853-1403. Chrysler's number for this recall is R32.

Dates Of Manufacture : JUL 18, 2010 to MAY 25, 2015

Manufacturer Recall No. : R32

NHTSA Campaign ID : 15V675000

Mfg's Report Date : OCT 18, 2015

Component : SERVICE BRAKES, HYDRAULIC:ANTILOCK

The National Highway Traffic Safety Administration has issued 7 safety related recall notices that may apply to the above valued vehicle.

SUPPLEMENTAL INFORMATION

Potential Number Of Units Affected : 275187

Summary : Chrysler (FCA US LLC) is recalling certain model year 2012-2015 Dodge Journey vehicles manufactured April 21, 2012, to April 14, 2015. In the affected vehicles, water may enter the wiring harness for the Anti-lock Brake System (ABS) module and leak into the module, disabling the ABS and/or the Electronic Stability Control (ESC) system.

Consequence : If the ABS or ESC is disabled, a loss of vehicle stability could occur, increasing the risk of a crash.

Remedy : Chrysler will notify owners, and dealers will seal the ABS wiring harness to prevent water from entering and will replace the ABS module and repair the headlamp and dash wiring harness, as necessary. These repairs will be performed free of charge. The recall began on December 21, 2015. Owners may contact Chrysler customer service at 1-800-853-1403. Chrysler's number for this recall is R61.

Dates Of Manufacture : APR 20, 2012 to APR 13, 2015

Manufacturer Recall No. : R61

NHTSA Campaign ID : 16V273000

Mfg's Report Date : MAY 05, 2016

Component : STEERING:HYDRAULIC POWER ASSIST:HOSE, PIPING, AND CONNECTIONS

Potential Number Of Units Affected : 8569

Summary : Chrysler (FCA US LLC) is recalling certain model year 2009-2016 Dodge Journey vehicles manufactured July 31, 2007, to November 12, 2016. After exposure to cold temperatures, the power steering return hose may rupture at engine start-up causing a loss of power steering assist.

Consequence : A loss of power steering assist may require extra steering effort, especially at lower speeds, increasing the risk of a crash.

Remedy : Chrysler will notify owners, and dealers will replace the power steering return hoses, steel tubes, and power steering oil cooler, free of charge. The recall began on May 24, 2016. Owners may contact Chrysler customer service at 1-800-853-1403. Chrysler's number for this recall is S08.

Dates Of Manufacture : JUL 30, 2007 to NOV 11, 2015

Manufacturer Recall No. : S08

NHTSA Campaign ID : 17V432000

Mfg's Report Date : JUL 06, 2017

Component : AIR BAGS:FRONTAL

Potential Number Of Units Affected : 363480

Summary : Chrysler (FCA US LLC) is recalling certain 2011-2015 Dodge Journey vehicles. In the affected vehicles, the driver's frontal air bag may unexpectedly deploy if the air bag wiring harness gets chafed within the steering wheel and short circuits.

SUPPLEMENTAL INFORMATION

Consequence : Unexpected deployment of the driver's frontal air bag increases the risk of a crash or driver injury.

Remedy : Chrysler will notify owners, and dealers will inspect the air bag wiring within the steering wheel, replacing it if necessary. A protective cover will also be installed. These repairs will be made free of charge. The recall began August 28, 2017. Owners may contact Chrysler customer service at 1-800-853-1403. Chrysler's number for this recall is T47.

Dates Of Manufacture : OCT 13, 2010 to APR 19, 2015

Manufacturer Recall No. : T47

NHTSA Campaign ID : 18V332000

Mfg's Report Date : MAY 16, 2018

Component : ELECTRICAL SYSTEM:WIRING

Potential Number Of Units Affected : 4846885

Summary : Chrysler (FCA US LLC) is recalling certain 2014-2018 Dodge Journey, Charger and Durango, RAM 2500, 3500, 3500 Cab Chassis (more than 10,000lb), 4500 Cab Chassis and 5500 Cab Chassis, Jeep Cherokee and Grand Cherokee and Chrysler 300, 2014-2019 RAM 1500, 2015-2018 Dodge Challenger, 2015-2017 Chrysler 200, 2016-2018 RAM 3500 Cab Chassis (less than 10,000 lb), 2017-2018 Chrysler Pacifica and 2018 Jeep Wrangler vehicles. These vehicles are being recalled to address a defect that could prevent the cruise control system from disengaging. If, when using cruise control, there is a short circuit within the vehicle's wiring, the driver may not be able to shut off the cruise control either by depressing the brake pedal or manually turning the system off once it has been engaged, resulting in either the vehicle maintaining its current speed or possibly accelerating.

Consequence : If the vehicle maintains its speed or accelerates despite attempts to deactivate the cruise control, there would be an increased risk of a crash.

Remedy : Chrysler will notify owners, and dealers will inspect the software, and perform a software flash on the engine or powertrain control module, free of charge. The recall is expected to begin July 6, 2018. Owners may contact Chrysler customer service at 1-800-853-1403. Note: Owners are advised to stop using cruise control until the software update has been performed. In the event that cruise control cannot be disengaged while driving, owners should firmly and steadily apply the brakes and shift the transmission to neutral, placing the vehicle in park once it has stopped.

Dates Of Manufacture : MAY 12, 2013 to MAY 15, 2018

Manufacturer Recall No. : U49

NHTSA Campaign ID : 17V824000

Mfg's Report Date : DEC 20, 2017

Component : EQUIPMENT

Potential Number Of Units Affected : 61791

SUPPLEMENTAL INFORMATION

Summary : Chrysler (FCA US LLC) is recalling various Dodge, Chrysler, and RAM vehicles equipped with Kidde Plastic-Handle or Push Button 'Pindicator' Fire Extinguishers. A list of the affected trailer models is available at: <https://static.nhtsa.gov/odi/rc1/2017/RMISC-17V824-0103.pdf>. These extinguishers may become clogged, preventing the extinguisher from discharging as expected or requiring excessive force to activate the extinguisher. Additionally, in certain models, the nozzle may detach from the valve assembly with enough force that it could cause injury and also render the product inoperable. For a full list of the affected fire extinguisher models visit: <https://static.nhtsa.gov/odi/rc1/2017/RMISC-17E062-5427.pdf>

Consequence : If the fire extinguisher does not function properly, it can increase the risk of injury in the event of a fire.

Remedy : Chrysler will notify owners instructing them to contact Kidde for a replacement fire extinguisher, free of charge. The recall began February 14, 2018. Owners may contact Chrysler customer service at 1-800-853-1403 or Kidde customer service toll-free at 1-855-262-3540, or online at www.kidde.com and click on "Product Safety Recall" for more information. Chrysler's number for this recall is T82.

Dates Of Manufacture : JUN 25, 2014 to JUN 25, 2014

Manufacturer Recall No. : T82

EXHIBIT M



GEICO Indemnity Company

Attn: Salvage Department, PO BOX 13528
Macon, GA 31208-3528

8/21/2018

Chandra Johnson
2528 Hilltop Dr APT 4
Albany GA 31707--6448

Dear Chandra Johnson,

The enclosed "Total Loss Settlement Explanation" is a breakdown of your vehicle's settlement. For your convenience, the Market Valuation is available on GEICO.com. The Net Settlement Amount is the Base Value of your vehicle, plus any applicable fees and adjustments. If you have any questions, please contact me at 229-412-3405. You can also access your claim information at GEICO.com.

Sincerely,

Jessica Baker
229-412-3405

Encl: SHCL30

TOTAL LOSS SETTLEMENT EXPLANATION

Date August 21, 2018
 Accident Date August 20, 2018
 Claim Number 058861511 0101 024
 Company GEICO Indemnity Company
 Vehicle 2014 DODGE JOURNEY
 VIN 3C4PDCBB0ET270939

Dear: Chandra Johnson,

This is a brief explanation of your claim settlement:

Base Value		\$11,651.00
Condition Adjustment		\$-1,004.00
Pre Tax Adjustment		\$-30.00
Tax		\$743.19
Total Value		<u>\$11,360.19</u>
State and Local Regulatory Fees		\$18.00
Post Tax Adjustment		\$0.00
Less Deductible		\$1,000.00
Less Percent Negligent	0%	\$0.00
Less Retention Amount		\$0.00
Net Settlement Amount		<u>\$10,378.19</u>
Towing Charges		\$0.00
Storage Charges		\$0.00

State law requires that owners of total loss or salvage motor vehicles apply for a salvage certificate within 10 days after a total loss settlement.

Does Apply Does Not Apply

Any state sales tax due the owner through replacement of the vehicle will be considered when notice is given and purchase invoice presented.

Does Apply Does Not Apply

Adjuster Jessica Baker Telephone No. 229-412-3405

Customer's Signature _____