TWIN LATITUDE

FINAL EDITION // ROUND 3

SCDOI FILE 274045 | PROGRESSIVE NORTHERN INSURANCE COMPANY | CLAIM [redacted]

WHERE PROTECTION & REGULATION MEET.

THE COMPLAINT CLOSED. THE EVIDENCE DIDN'T.

Why Twin Latitude is publishing the primary record, followed by redacted source exhibits.

THE PUBLIC PROMISE

The South Carolina Department of Insurance describes its mission as protecting insurance consumers, the public interest, and the insurance marketplace while regulating the industry in an efficient, courteous, responsive, fair, and equitable manner. Its Office of Consumer Services describes its work as advocacy, education, and exemplary service. Its current consumer page says SCDOI can require an insurer to explain its actions and can review the insurer's response in detail to determine compliance with South Carolina statutes, regulations, and policy contracts.

File 274045 is where those public promises meet the Department's own administrative record. Twin Latitude is publishing because SCDOI closed the complaint while expressly defining a boundary around what that closure did not decide.

> **SCDOI, August 17: the Department does not have authority to resolve factual disputes, settle claims, or make claim determinations. It also says it cannot interpret policy language, decide liability, or provide legal advice.**

That language matters. It means a closed regulatory file cannot honestly be treated as a factual adjudication of the disputed event. The Department reached an administrative conclusion: based on the information before it and Progressive's response, it was unable to conclude that Progressive violated South Carolina insurance law. That is not the same proposition as proving Progressive's disputed chronology correct.

THE PRESERVATION GAP CAME AFTER NOTICE

The record did not end when SCDOI issued its final disposition. On August 19, Alexander submitted further rebuttal. SCDOI acknowledged receipt and wrote that the correspondence had been added to its State Based System. On August 20, proceeding pro se, Alexander sent SCDOI a formal notice of anticipated litigation and a detailed preservation demand covering the complete administrative file, emails, recordings, call metadata, disability-access records, Title II policies and training, drafts, audit histories, access logs, communications with Progressive, submitted evidence, retention rules, backups, native electronically stored information, and associated metadata.

The notice requested written confirmation within seven calendar days that appropriate custodians had received the notice and reasonable preservation measures had been implemented. No responsive preservation confirmation has been located in the assembled public record.

That does not establish destruction. It does not establish spoliation. It establishes something narrower and directly documentable: the agency was placed on written notice that the native records mattered, confirmation was requested, and that confirmation is not presently in the assembled public set.

TWENTY SECONDS

Progressive's August 3 regulatory response supplies the central clock. It states that Alexander made an additional premium payment of $172.37 on April 6, 2026 at 6:25:20 p.m. Progressive says that payment was the point at which the policy renewed with a lapse in coverage. The same response says Progressive contacted dispatch and confirmed that 6:26 p.m. was the time the 911 call was received.

Progressive also memorialized Alexander's statement as payment while sitting in the drive-through and then backing into the other vehicle. But the same corporate response earlier describes the reported loss time as approximately 6:25 p.m. Those are representations inside Progressive's narrative. None independently supplies the exact second of physical contact.

PAYMENT: 6:25:20 PM | VEHICLE CONTACT: UNRESOLVED | 911 RECEIVED: ~6:26 PM

Twin Latitude will not convert a rounded minute into an invented collision second. A 911-received timestamp establishes when dispatch received the call. It does not automatically establish when two bumpers touched. The exact vehicle-contact time remains unresolved in the assembled record.

WHO OWNS THE CLOCKS?

Alexander's later rebuttal asked for the native records capable of testing the sequence: payment-system records, transaction and event IDs, payment-gateway timestamp metadata, claim-system audit history, call recordings, contemporaneous claim notes, telephony metadata, dispatch/CAD records, and any other source record relied upon to establish the precise loss sequence.

Those requests matter because this is an asymmetric evidence problem. Progressive controls its payment architecture, claim-management history, recordings, internal notes, and system metadata. Government systems hold the native dispatch record. Alexander does not control those systems.

The public record should therefore distinguish two propositions that are easy to blur: insufficient evidence supplied by the insured is not the same thing as affirmative evidence establishing a pre-payment collision. Progressive's response says the available evidence did not establish that the loss occurred after reinstatement. Twin Latitude is publishing because the native records capable of testing that conclusion are not all present in the assembled public set.

THE POLICY HAS ANOTHER CLOCK

The policy materials create a second timing problem. Progressive's August 3 response says the April 6 payment occurred at 6:25:20 p.m., at which time the policy renewed with a lapse. The assembled renewal material separately states that a late payment received before July 4 would renew the policy with a lapse and that coverage would begin the day after payment was received or postmarked. A revised declarations page states: coverage began April 7, 2026 at 12:01 a.m.

Those documents are not facially identical descriptions of the coverage boundary. Twin Latitude does not decide which contractual provision legally controls. The complete operative contract and endorsements must be identified and applied. The public question is narrower: what document created the operative coverage boundary, what event activated it, whose clock controlled, and how were the differing time statements reconciled in the regulatory review?

THE INVESTIGATION GAPS

BURGER KING. Progressive emphasized that Alexander did not provide surveillance footage. Alexander attested that he attempted to obtain it, local management lacked access, the district manager did not return his call, and he communicated those difficulties to adjuster Al Christensen. He recalls Christensen saying Progressive was pursuing the footage through higher-level channels. That final point remains Alexander's recollection unless Progressive's recordings, notes, outbound contacts, preservation requests, or investigative assignments confirm it. The gap stays a gap.

DAMAGE CAUSATION. Progressive's own response records Alexander's position that contact was minimal and that the other vehicle had substantial pre-existing bumper damage. Alexander later asked what Progressive actually did to distinguish new damage from pre-existing damage. The assembled production does not establish a documented new-versus-pre-existing comparison, contact-compatibility analysis, relevant inspection photographs, technical causation analysis, or equivalent record resolving that dispute. That does not prove such work never occurred. It means it is not established in the assembled public record.

MAY 13 DENIAL. Progressive states that on May 13 Alexander was advised that coverage would not be afforded and that a denial letter would issue. Alexander says he did not receive it and could not locate it in the portal. The asserted May 13 denial is therefore referenced in the record; the underlying denial letter and its generation/transmission provenance have not been recovered in the assembled public set.

DMV CONSEQUENCE. Progressive's August 6 response says that because it considered the policy not in force, it could not complete the insurance verification and that suspension would follow if active insurance for the time of the accident did not complete the process. Alexander separately recalls an earlier conversation in which he understood the remaining DMV consequence of withdrawing the claim would be a fine. A later July 31 statement reportedly records him saying it was only supposed to be a fine. That later statement does not prove the earlier advice. The primary recording and claim notes remain the records capable of testing the recollection.

THE ACCESS QUESTION IS NOT AN EMPLOYMENT QUESTION

The disability-access record creates a separate accountability issue inside the state process itself. Alexander's August 12 written correspondence asked SCDOI to treat the communication as a formal accommodation request, identify the appropriate ADA coordinator or responsible official, provide the applicable procedures, permit continued written communication, identify additional information needed, and associate the request with File 274045 separately from the merits of the insurance dispute.

> **SCDOI, August 17: “The concept of reasonable accommodation is inapplicable in this situation. It applies in the employment context.”**

The same disposition had already said SCDOI could ensure Alexander had “equal access to our complaint process.” After the accommodation section, SCDOI directed further complaint communications into writing and said its correspondence would be sent by U.S. Certified Mail pending administrative review.

Current federal Title II rules apply to state and local government entities. The Department of Justice's regulation requires a public entity to make reasonable modifications to policies, practices, or procedures when necessary to avoid disability discrimination unless the modification would fundamentally alter the service, program, or activity. DOJ guidance separately explains that Title II requires state and local governments to ensure effective communication with people with disabilities.

Alexander was not applying for employment with SCDOI. He was a member of the public attempting to participate in a state consumer-complaint process. On August 19 he expressly challenged the employment framework, invoked Title II, and specified modifications he sought. SCDOI acknowledged that his August 19 correspondence entered the State Based System.

Twin Latitude does not publish this as an adjudicated ADA judgment. The document-defensible conclusion is that SCDOI's own written rationale creates a serious, unresolved Title II access question. The agency's public process and the federal framework can be placed beside the August 17 letter and read by anyone.

A REGULATOR THAT CANNOT DECIDE THE FACTS

SCDOI's current consumer page says it can review an insurer's response in detail for compliance with statutes, regulations, and policy contracts. The same page also says it has no authority to resolve civil, factual, or contractual disputes and does not make claim judgments. That is the structure the Department has chosen to describe publicly.

File 274045 exposes the hard question generated by that structure. If regulatory compliance depends in part on whether claim handling was complete, internally consistent, adequately investigated, and supported by available evidence, how does the regulator test that conduct when the disputed facts at the center of the investigation remain unresolved?

Alexander expressly framed that narrower question after closure. He told SCDOI he was not asking it to adjudicate private contract, tort, or damages claims. He asked whether Progressive's claim-handling representations were complete, internally consistent, adequately investigated, and supported by the primary evidence available to Progressive and, where submitted, SCDOI.

That question survived closure. So did the timestamp problem, the policy-clock reconciliation, Burger King provenance, damage causation, the May 13 denial provenance, the DMV recording issue, the Title II access question, and the preservation-confirmation gap.

WHY TWIN LATITUDE IS PUBLISHING

This is not “man versus insurance company.” It is a public audit of an evidence architecture. One side possessed claims systems, payment systems, recordings, internal audit histories, professional personnel, institutional counsel, and institutional memory. A state regulator possessed a complaint database, regulatory staff, and authority to require an insurer to explain its actions. The individual challenging the result had to reconstruct the event from records scattered across systems he did not control.

The consequences were not abstract. Progressive's own August 6 response connected its coverage position to the DMV verification process and stated that suspension would follow if qualifying insurance did not complete it. Alexander's record describes the resulting loss of driving privileges, mobility, income, and the practical burden of continuing the dispute without retained counsel. Those consequences do not prove coverage. They explain why an unresolved administrative record matters.

Publication does not replace a court. It does not convert Alexander's recollection into institutional fact. It does not declare fraud, discrimination, spoliation, or bad faith where no adjudication has established those propositions. It does something more basic: it makes the source record inspectable.

Readers can see what Progressive represented. They can see what SCDOI decided. They can see what Alexander attested and requested. They can see which primary records have been recovered, which have not, and which documents require reconciliation.

**SCDOI FILE 274045 IS CLOSED.
THE FACTUAL RECORD IS NOT.**

Somewhere between 6:25:20 p.m. and approximately 6:26 p.m. sits an exact vehicle-contact time that the assembled record does not establish. Around that missing second sit larger questions about who controls native evidence, how a regulator tests claim handling without resolving factual disputes, how policy clocks are reconciled, and how a state agency handles disability access to its own complaint process.

SCDOI put a public promise under its own name: protection and regulation. File 274045 is a documented test of what happens at that intersection. Twin Latitude is publishing the receipts and stopping where the documents stop.

SOURCE & CLASSIFICATION NOTE

Documented evidence: August 17 SCDOI final disposition; Progressive August 3 and August 6 regulatory responses and supporting policy materials; August 12 accommodation request; August 19 rebuttal and SCDOI acknowledgment; August 20 point-of-origin submission; August 20 pro se preservation demand; assembled policy/declarations materials.

Phoenix/Alexander attestation: detailed Burger King sequence; recollection of Progressive's surveillance efforts; recollection concerning the DMV/fine conversation; statements about nonreceipt of the May 13 denial. These remain attestations unless corroborated by independent records.

Unresolved: exact vehicle-contact second; legal coverage boundary; whether all requested native records exist or were reviewed; Burger King outreach provenance; damage-causation investigation details; May 13 denial transmission provenance; underlying DMV conversation; complete Title II legal consequences; preservation response not located in the assembled set.

Web verification used for the publication analysis: SCDOI current About/Consumer Services pages and U.S. Department of Justice Title II regulation/guidance. URLs are listed in the references below.

WEB REFERENCES

South Carolina Department of Insurance, About SCDOI: https://www.doi.sc.gov/27/About-Us

South Carolina Department of Insurance, Consumer Services: https://doi.sc.gov/consumers

U.S. Department of Justice, Title II Regulation Supplement: https://www.ada.gov/assets/pdfs/title_ii_reg_update.pdf

U.S. Department of Justice, Effective Communication under Title II: https://archive.ada.gov/effective-comm.pdf

The redacted exhibits that follow are publication derivatives. Untouched source originals should be preserved separately. Redaction does not imply that every remaining identifier is risk-free; conduct a final visual privacy review before public posting.

REDACTED PRIMARY EXHIBITS

PUBLICATION DERIVATIVES // SOURCE ORIGINALS PRESERVED SEPARATELY

EXHIBIT A

SCDOI August 17 final disposition + Progressive regulatory response and supporting binder (redacted).

EXHIBIT B

August 19 supplemental rebuttal / Title II and evidentiary challenge (redacted).

EXHIBIT C

Point-of-origin / regulatory evidence supplement addressing timestamps, policy clock, Burger King, damage, denial provenance and related gaps (redacted).

EXHIBIT D

August 20 pro se anticipated-litigation notice and preservation demand to SCDOI (redacted).

South Carolina
Department of Insurance
Capitol Center
1201 Main Street, Suite 1000
Columbia, South Carolina 29201

HENRY McMASTER
Governor

MICHAEL WISE
Director

Mailing Address:
P.O. Box 100105, Columbia, S.C. 29202-3105
Telephone: (803) 737-6160

August 17, 2026

Via Email to: [redacted]
And certified mail: [redacted]

Alexander Pearce
[redacted]

In Reply Refer to SCDOI File #: 274045
Insured/Complainant: Alexander Pearce
Company: PROGRESSIVE NORTHERN INSURANCE COMPANY

Dear Mr. Pearce:

Thank you for contacting the South Carolina Department of Insurance (SCDOI), Office of Consumer Services. We have completed our regulatory review of your concerns regarding the above-referenced matter. Your complaint has been added to our State Based System, which serves as our market conduct database for tracking complaints against licensees in South Carolina.

I. SCDOI Regulatory Authority

As a regulatory agency, the SCDOI does not have the authority to resolve factual disputes, settle claims, or make claim determinations. Our authority is limited to evaluating whether an insurer’s actions complied with the South Carolina Insurance Code and applicable regulations. We cannot:

- Compel the company to review for payment of a claim or reinstatement of coverage without justifiable proof
- Interpret policy language
- Decide liability
- Provide legal advice

What the SCDOI can do is ensure our specific actionable obligations toward you during a regulatory complaint are carried out—not to change the regulatory outcome—but to ensure you have equal access to our complaint process.

The Department is not a court of law and cannot adjudicate disputes between consumers and insurers. For your reference, the South Carolina Insurance Code may be reviewed at the following link:
http://www.scstatehouse.gov/code/title38.php

South Carolina law affords confidential treatment to the investigations conducted by this Department. Pursuant to S.C. Code Ann. § 38-13-70, all investigations conducted by the Department are confidential unless or until a final order is issued. Therefore, we are unable to confirm whether additional investigation is ongoing or provide further updates beyond the Office of Consumer's review of your complaint.

II. Summary of Company's Response and Our Review

Following the receipt of your complaint, we contacted the insurer for a response in accordance with South Carolina law. Attached is a copy of the Company's courtesy response for your review. In summary, Progressive has determined that coverage is not available for the loss that occurred on April 6, 2026. This determination is based on the applicable policy not being in force at the time of the loss. It is our understanding from the information provided that the policy lapsed prior to the incident. Consequently, the company is unable to complete the verification process required by the South Carolina DMV. If you have proof that the policy was in force on the date and time of loss, we encourage you to submit it to the Company.

We appreciate you bringing this matter to our attention. However, based on our review of the information you provided and the Company's response, we are unable to conclude the insurer violated the South Carolina insurance laws.

III. Your Options

You may wish to consult an attorney or other advocacy party to explore any legal remedies that may be available. This statement is not an indication that a legal claim exists or does not exist; rather, it reflects that we do not provide legal advice. Nothing in this correspondence should be construed as legal advice or a legal conclusion. An attorney should be able to review this matter and advise you on the legal options available to you.

IV. Department Communications and Administrative Handling

The Department received the Company’s response on the scheduled due date, Tuesday, August 4, 2026, and placed it under immediate review. Given our standard review timeline of 7–10 business days, we would have responded or provided an update between August 13 and August 18. Please note, we successfully provided a courtesy update on August 11 which you verbally confirmed receiving.

The Office of Consumer Services has not violated your rights or denied you any rights to which you are entitled to for a regulatory review of your complaint. To fully review and address your complaint, we secured information from the appropriate internal parties to be able to respond to your concerns.

V. Your Request for Reasonable Accommodation

On or around August 7, we also received subsequent written correspondence from you regarding ADA accommodations and certain medical events. Please note, your concerns and well-being are important to us. In alignment with our internal protocols, this additional information was carefully reviewed, considered, and forwarded to the appropriate internal parties to assist with addressing these items, but within regulatory authority. Should we have any new information to share regarding those specific concerns, the Office of Consumer Services may update you in writing accordingly.

First, we are not able to grant your request for reasonable accommodation. The concept of reasonable accommodation is inapplicable in this situation. It applies in the employment context. Employers must provide reasonable accommodation to employees or applicant under certain circumstances. You are not an employee or applicant for employment.

Second, you have not specified the type of accommodation you are seeking or how it applies to your specific consumer complaint. For the past two weeks you have communicated with this agency via email and telephonically. Therefore, it is difficult to understand what additional assistance you need.

We also cannot assess, diagnose, or offer guidance on medical conditions, treatments, or diagnoses. However, nothing prevents you from seeking the specific support you may need outside of our agency or the support that clearly outlines the specific assistance required to support you during a regulatory complaint process.

Notwithstanding, we are sending this disposition letter to you electronically and via certified mail. This letter closes this complaint.

VI. Future Communication

The SCDOI will review and file any future correspondence regarding your complaint. We will only respond if new facts are brought to our attention that warrant a follow-up from our office.

To ensure clear and effective communication moving forward, all further communications should be in writing. Any correspondence regarding this complaint will be sent to you via U.S. Certified Mail, pending internal administrative review. This approach allows us to better address your insurance-related needs and maintain accurate records of our interactions, but most importantly, ensure you have access to our complaint process.

VII. Market Assistance

Going forward, we are pleased to provide contact information for brokers and agencies in your area who can assist with your auto insurance coverage needs. You may contact them at your convenience regarding coverage questions or insurance quotes. They may ask about your coverage needs, when you would like the new policy to begin, and any additional coverages required.

Please see the attached list of agencies for Lexington County supported by the Independent Insurance Agents & Brokers of South Carolina (IIABSC).

VIII. Closing

This concludes the Office of Consumer Services investigation into your complaint against Progressive Northern Insurance company, Claim 26-471523429.

Thank you for the opportunity to respond.

In service,

Lindsay Chaffin

Lindsay Chaffin
Supervising Analyst
SCDOI Office of Consumer Services

South Carolina
Department of Insurance

Capitol Center
1201 Main Street, Suite 1000
Columbia, South Carolina 29201

HENRY McMASTER
Governor

MICHAEL WISE
Director

Mailing Address:
P.O. Box 100105, Columbia, S.C. 29202-3105
Telephone: (803) 737-6160

MARKET ASSISTANCE LIST: LEXINGTON

Acentria Insurance	Lexington		[redacted]	3231 Sunset Blvd	Suite B	West Columbia	29169	SC
All Mobile Ins Services	Lexington		(803) 359-0399	PO Box 27		Lexington	29071	SC
Batesburg Ins Agency Inc	Lexington		(803) 532-3864	PO Box 2410		Batesburg-Leesville	29070	SC
Capital Carolina Homes	Lexington		(803) 951-1900	1847 Augusta Hwy		Lexington	29072	SC
Carolina Insurance Group of SC	Lexington		(803) 951-3351	PO Box 2086		Lexington	29071	SC
Chris Bagwell Insurance, LLC	Lexington		(803) 600-1641	105 Walnut Court		Columbia	29212	SC
Conley Insurance Group	Lexington		(803) 755-0543	5140 Sunset Blvd.	Unit B	Lexington	29072	SC
First Palmetto Insurance, Inc	Lexington		[redacted]	114 King St		Lexington	29072-2647	SC
First South Ins Agency Inc	Lexington		(803) 359-0142	107 Brookside Parkway		Lexington	29072	SC
GMM Insurance Inc	Lexington		(803) 739-2345	115 Library Hill Ln	Ste A	Lexington	29072-3894	SC
H & H Insurance Brokers	Lexington		(772) 538-5070	17 River Bottom Rd		Irmo	29063	SC
Herring Insurance Services	Lexington		(803) 356-0763	925 E Main St	Ste C	Lexington	29072	SC
Independent Choice Insurance	Lexington		(803) 532-9286	PO Box 4509		Leesville	29070-4509	SC
Independent Insurance Brokers & Associates	Lexington		(803) 205-4539	PO Box 985		Irmo	29063-2823	SC
Insurance Office of America	Lexington		(803) 996-4850	101 W Main St, Ste 200		Lexington	29073	SC
Irmo Ins Agency Inc	Lexington		(803) 781-4700	PO Box 1047		Irmo	29063-1047	SC
Livingston Insurance Agency	Lexington		(803) 791-1120	100 Ninth St		West Columbia	29169-6770	SC
M&P Specialty Insurance	Lexington		(803) 936-1601	PO Box 4119		West Columbia	29171	SC

Midlands Insurance Center	Lexington		(803) 957-3311	339 W Butler St		Lexington	29072-2657	SC
Palmetto Alternative Risk, LLC	Lexington		(404) 944-0172	261 Indigo Hills Dr		Chapin	29036	SC
Palmetto Financial Consultants LLC	Lexington		(803) 520-6392	111 E Library Hill Ln		Lexington	29072-3802	SC
Palmetto State Insurance Agency	Lexington		(803) 785-7742	1720 NORTH LAKE DR		Lexington	29072	SC
Peoples Choice Ins & Fin Services	Lexington		(803) 345-7061	207 Lake Vista Dr		Chapin	29036	SC
Performance Insurance Agency, LLC	Lexington		(803) 996-0401	PO Box 84962		Lexington	29073-8455	SC
Perry Insurance Group, a Relation Company	Lexington		[redacted]	5465 Sunset Blvd		Lexington,	29072	SC
Perry Insurance Group-Chapin	Lexington		[redacted]	1254 Chapin Rd		Chapin	29036	SC
Perry Insurance Group-Swansea	Lexington		[redacted]	580 North Church St		Swansea	29160	SC
Russell Massey & Co Inc	Lexington		(803) 941-3650	225 Columbia Ave		Chapin	29036-8092	SC
Statewide Ins Group Inc	Lexington		(803) 345-1350	PO Box 609		Chapin	29036-0609	SC
The Carter Insurance Group, LLC	Lexington		(803) 520-5260	4727-A Sunset Blvd.		Lexington	29072	SC
Tidwell Agency Inc	Lexington		(803) 807-3412	PO Box 2649		Lexington	29071	SC
Turbeville Ins Agency Inc-Lexington	Lexington		(803) 359-2222	109 Library Hill Ln		Lexington	29072-3893	SC
Vanderbilt Insurance & Risk Management of the Midlands	Lexington		(803) 470-5000	2401 Dutch Fork Rd	Suite A	Chapin	29036	SC

PROGRESSIVE

Consumer Relations Department
300 N Commons Blvd Box G24
Mayfield Village, OH 44143
[redacted]

August 6, 2026

South Carolina
Department of Insurance
1201 Main St. Suite 1000
Columbia, SC 29201

File: 274045 – Alexander Pearce
Policy: [redacted] – Personal Auto
Claim: [redacted] / [redacted]
NAIC: 155-38628
Progressive Northern Insurance Company

Hello,

Thank you for sharing your additional concerns about the claim. I appreciate the opportunity to review the account and respond.

Because Mr. Pearce's policy was not in force at the time of loss, we cannot fill out the FR10 with ALIR. When this happens, South Carolina DMV will send him an FR5 letter. If active insurance for the time of the accident does not fill it out, then the driver's license for the owner and operator of a vehicle involved in an accident is suspended.

We did not insure Mr. Pearce at the time of this accident, and the police responded and provided him with an FR10. Unfortunately, we cannot complete the FR5.

If you have any other questions or concerns about the claim, please contact me directly at [redacted] or [redacted]

Sincerely,

Rick Price
Claims Manager

South Carolina Department of Insurance, Office of Consumer Services
Complaint Response Coversheet
(Property & Casualty)

Company Name: Progressive Northern Insurance Company NAIC/NPN/License#: 155-38628

SCDOI Complaint File #: 274045 Complainant Name: Alexander Pearce

Select the appropriate category and include all applicable supporting documentation listed in the corresponding column:

COMPLAINT CATEGORY (select one)			
( ) UNDERWRITING	**( ) MARKETING & SALES**	**(X) CLAIM HANDLING**	**( ) POLICYHOLDER SERVICES**
o Formal response letter	o Formal response letter	o Formal response letter	o Formal response letter
o Copy of notice of cancellation or nonrenewal	o Signed, dated agent statement on agency letterhead	o Timeline of claim handling	o Copies of billing notices
o Proof of mailing	o Copy of signed application	o Certified copy of policy (if denial or payment based on policy language)	o Premium payment/ transaction history
o Include the SERFF or SC State tracking number of approved rate increase in the formal response letter.	o Other	o Copies of estimates	o Other
o Other		o Evidence of payment	
		o Copy of engineer report if applicable	
		o Other	

Response Format Requirement

Complaint response must be emailed as a single PDF document containing the following in order:

1.) This coversheet (completed)
2.) Formal response letter
3.) Supporting documentation (if documentation cannot be shared with the complainant, attach it in a separate PDF labeled "confidential" and provide FOIA exemption per instructions on prior page)

Consumer Relations Department
300 N Commons Blvd Box G24
Mayfield Village, OH 44143
[redacted]

August 3, 2026

South Carolina Department of Insurance
P.O. Box 100105
Columbia, SC 29202-3105
Attn: Daniel Eddy

File: 176865 – Alexander Pearce
Policy: [redacted] – Personal Auto
Claim: [redacted]
NAIC: 155-38628
Progressive Northern Insurance Company

Hello,

I am writing in response to your inquiry dated July 27, 2026, requesting additional information regarding the handling of this claim. I appreciate the opportunity to address Mr. Pearce's concerns and provide clarification regarding our investigation and coverage determination.

Mr. Pearce is the named insured under Automobile Policy No. [redacted], issued by Progressive Northern Insurance Company, Form 9611 (10/14). Mr. Pearce reported the loss to us on April 6, 2026, at 6:44 p.m. During the claim reporting process, he advised that his vehicle made contact with another vehicle in a business parking lot on April 6, 2026, at approximately 6:25 p.m.

From the outset of the claim, Mr. Pearce expressed his belief that he was not responsible for any damage or injuries resulting from the incident. He maintained that the impact was minimal and stated that neither vehicle appeared to sustain damage because of the accident. Mr. Pearce further advised that the other vehicle had significant pre-existing rear bumper damage and expressed concerns that any damage or injuries the other party claimed did not relate to this incident.

On April 10, 2026, Al Christensen, our claim representative assigned to the file, attempted to contact Mr. Pearce by telephone and left a voicemail message. Mr. Christensen subsequently sent a text message and communicated with Mr. Pearce regarding the loss. During that conversation, Mr. Pearce provided a copy of the South Carolina FR-10, which we uploaded to the claim file, and confirmed the time listed on the police report.

On April 16, 2026, at 11:32 a.m., Mr. Pearce contacted us and spoke with Mr.

Christensen. During that conversation, Mr. Christensen explained the potential coverage issue and the information needed to resolve it. Mr. Pearce did not dispute the coverage concern. Mr. Pearce’s policy expired on April 5, 2026, without a renewal payment.

The claims adjuster, Al Christensen, requested any available supporting evidence, including phone records, surveillance footage from the business where the loss occurred, or any other documentation that could assist in establishing the sequence of events. Mr. Pearce advised that his phone had been wiped clean and that he could not provide phone records, but he stated he would attempt to obtain any available video footage from the business.

As part of our investigation, we reviewed the policy history and payment records. Our investigation established that Mr. Pearce's policy was scheduled to renew on April 5, 2026, at 12:01 a.m. We attempted to process the automatic renewal payment; however, the payment declined. At approximately 3:00 a.m. on April 5, 2026, Mr. Pearce made a partial payment of $218.76, which did not renew the policy, as it applied to charges still owed for the expired term. Mr. Pearce made an additional payment of $172.37 on April 6, 2026, at 6:25:20 p.m., at which time the policy renewed with a lapse in coverage.

In reporting the claim, Mr. Pearce stated that the accident occurred on April 6, 2026, at approximately 6:25 p.m. We obtained and reviewed the South Carolina police report, which reflected a reported loss time of 6:26 p.m. We also contacted the dispatch center and confirmed that 6:26 p.m. was the time the 911 call was received.

Given the close proximity between the time of the premium payment and the reported time of the accident, we continued to request documentation that could substantiate Mr. Pearce's position that coverage had been reinstated before the loss occurred.

On April 20, 2026, Mr. Christensen again requested supporting documentation, and Mr. Pearce advised that he would return to the business location to determine whether video footage was available.

On April 21, 2026, Mr. Christensen followed up with Mr. Pearce regarding any evidence that could verify the sequence of events, including phone records, surveillance footage, or other documentation. During that conversation, Mr. Pearce advised that, following the accident, he contacted his insurance company while the claimant contacted law enforcement. Mr. Pearce also stated that he made his premium payment while sitting in the drive-thru and then backed into the other vehicle.

Despite multiple requests and discussions regarding the importance of this information, we did not receive any documentation supporting Mr. Pearce's assertion that coverage had been reinstated prior to the accident. Mr. Pearce did not provide phone records, video footage, or other corroborating evidence.

As a result, we completed our investigation using all available information.

On May 13, 2026, at 2:15 p.m., Mr. Christensen spoke with Mr. Pearce and advised that, absent any evidence establishing that coverage was in effect before the loss occurred, we would be unable to afford coverage and would issue a denial letter. Mr. Pearce did not dispute our coverage position. Rather, he reiterated his belief that the impact was minor and that the damage and injuries the other parties claimed did not relate to the incident.

Based on the information obtained during our investigation, we determined that the policy expired on April 5, 2026, at 12:01 a.m. and did not reinstate until April 6, 2026, at 6:25 p.m., at which time it renewed with a lapse in coverage. Because the available evidence did not establish that the loss occurred after the policy reinstated, we properly denied coverage pursuant to the terms and conditions of the policy.

We maintain that our coverage determination was reasonable, supported by the facts gathered during the investigation, and consistent with the provisions of the policy. Accordingly, we believe we handled this claim appropriately and in good faith.

I trust this response addresses your inquiry. If you have any further questions, please do not hesitate to contact me at [redacted] or [redacted]

Sincerely,

Rick Price
Claims Manager

PROGRESSIVE
P.O. BOX 6807
CLEVELAND, OH 44101

PROGRESSIVE
AUTO

[redacted]

Underwritten by:
Progressive Northern Insurance Co
April 5, 2026
Policy Period: Apr 5, 2026 - Oct 5, 2026

[redacted]

Auto Renewal Reminder Bill

Your last payment was less than required to renew your policy

Thanks for being a Progressive customer since April 5, 2025; renew your policy today.**

Your current policy period ends April 5, 2026 at 12:01 a.m. This renewal offer is for the policy period April 5, 2026 through October 5, 2026.

PAY MINIMUM DUE $155.35 by April 5, 2026

$1,284.98 Remaining Balance

You have 5 payments remaining after paying the minimum due.

Please note that if your payment isn't made or postmarked by the due date on this bill, and you choose to renew after that date, the cost of your policy may be higher than what's shown here. Additional policy changes can also affect the cost of your renewal.

OR try Automatic Payments! Installment payments without the work–we'll process your payment for you *and* you could save! Get started at progressiveagent.com or call us at 1-800-876-5581.

To maintain continuous coverage, please pay the initial installment amount due by the due date. If your payment is received or postmarked after the due date but before July 4, 2026, we will renew your policy with a lapse in coverage. Coverage will begin the day after your payment is received or postmarked. Any payments received or postmarked after July 4, 2026 will be refunded.

If you've scheduled a payment, it is not reflected in the amount due.

Continued

Payment Coupon

[redacted]

To avoid a lapse in coverage, your payment must be received or postmarked by 12:01 a.m. on April 5, 2026.

Please allow five to seven days for processing. Write your policy number on your check. Make check payable to Progressive Northern Insurance Co.

What's Due & When

Pay Minimum Due: $155.35

Due By: April 5, 2026

[redacted]

PROGRESSIVE
PO BOX 7247-0112
PHILADELPHIA PA 19170-0112

[redacted]

You can renew:

🖥 online at progressiveagent.com or on the Progressive app,

✆ by calling 1-800-876-5581, or

✉ by mailing your payment with this coupon.

Payments received after April 5, 2026 will appear on your next statement.

Your online connection.

Get secure, convenient access to your policy online, anytime. Just log in at progressiveagent.com to:

- Pay a bill
- Review your driving history
- Report and track claims
- Update your policy
- Check vehicle recalls
- Learn about new discounts

**We show the earliest date you began your auto coverage with us as April 5, 2025. Please contact us if this date is incorrect as it may impact your premium or Loyalty Reward Benefits.

Form 6480 (01/20)

PROGRESSIVE
P.O. BOX 6807
CLEVELAND, OH 44101

PROGRESSIVE
AUTO

[redacted]
Underwritten by:
Progressive Northern Insurance Co
April 7, 2026
Policy Period: Apr 7, 2026 - Oct 7, 2026
Page 1 of 2

[redacted]

progressiveagent.com
Online Service
Make payments, check billing activity, update policy information or check status of a claim.

1-800-876-5581
For customer service and claims service, 24 hours a day, 7 days a week.

Auto Insurance Coverage Summary

This is your revised Renewal Declarations Page
Your policy period has changed

Your coverage began on April 7, 2026 at 12:01 a.m. This policy expires on October 7, 2026 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy contract is form 9611A SC (10/14). The contract is modified by forms A048 SC (07/11), A205 SC (02/18), Z357 (05/06), A264 (02/22), A331 (11/21) and A356 SC (07/22).

Underwriting Company

Progressive Northern Insurance Co
P.O. Box 6807
Cleveland , OH 44101
1-800-876-5581

Drivers and household residents

[redacted]
Additional information: Named insured

Continued

Outline of coverage

2017 NISSAN ROGUE 4 DOOR WAGON

[redacted]

Garaging ZIP Code: 29072

Primary use of the vehicle: Pleasure/Personal, Rideshare

Annual miles: 12,000 - 13,999

Length of vehicle ownership when policy started or vehicle added: At least 1 month but less than 6 months

This vehicle has Rideshare Use coverage.

	Limits	Deductible	Premium
Liability To Others			$655
Bodily Injury Liability	$50,000 each person/$100,000 each accident		
Property Damage Liability	$25,000 each accident		
Uninsured Motorist			46
Bodily Injury	$50,000 each person/$100,000 each accident		
Property Damage	$25,000 each accident	$200	
Underinsured Motorist			121
Bodily Injury	$50,000 each person/$100,000 each accident		
Property Damage	$25,000 each accident	$0	
Medical Payments	$1,000 each person		17
Comprehensive	Actual Cash Value	$1,000	136
Comprehensive Window Glass		$0 glass	
Collision	Actual Cash Value	$1,000 $0 glass	297
Loan/Lease Payoff	25% Of The Actual Cash Value		14
Subtotal policy premium			**$1,286.00**
South Carolina Uninsured Motorist Fund charge			1.00
Total 6 month policy premium and fees			**$1,287.00**

Premium discounts

Policy	
[redacted]	Five-Year Accident Free, Home Owner, Continuous Insurance: Gold, Paperless and Three-Year Safe Driving

Lienholder information

Vehicle	**Lienholder**
[redacted]	HUNTINGTON NATL BANK COLUMBUS, OH 43218

PROGRESSIVE CLAIMS
PO BOX 94670
CLEVELAND, OH 44101-9919

PROGRESSIVE®

Underwritten by:

[redacted]

Claim Number: 26-471523429
Loss Date: April 6, 2026
Loss State: SC

Claim Information

April 09, 2026

Dear Alexander Pearce,

I am the claims representative currently investigating the motor vehicle accident that occurred in Lexington, SC on 4/06/2026. The loss was reported under a South Carolina Auto Policy, Form 9611 (10/14) underwritten by Progressive Northern Insurance Company (“Progressive”), Policy No.[redacted]olicy”). The purpose of this letter is to advise you that there is a potential coverage issue with regard to this accident which may result in denial of a portion or the entirety of the claim.

There is a potential coverage problem in regards to this accident for the following reason(s):

Our records indicate tha[redacted]0945 expired as of 4/05/2026 at 12:01AM. This date is prior to the date of loss. As a result, there may be no coverage for this incident. If you disagree, please provide documentation to the contrary as soon as possible. The policy renewed with a lapse on 4/07/2026.

The Policy provides, in pertinent part, as follows:

SOUTH CAROLINA AUTO POLICY

INSURING AGREEMENT

In return for **your** payment of the premium, **we** agree to insure **you** subject to all the terms, conditions and limitations of this policy. **We** will insure **you** for the coverages and the limits of liability shown on this policy’s **declarations page**. **Your** policy consists of the policy contract, **your** insurance application, the **declarations page**, and all endorsements to this policy.

PART VII—GENERAL PROVISIONS

POLICY PERIOD AND TERRITORY

This policy applies only to accidents and losses occurring during the policy period shown on the declarations page and that occur within a state, territory or possession of the United States of America, or a province or territory of Canada, or while a covered auto is being transported between their ports.

NONRENEWAL

If neither **we** nor one of **our** affiliates offers to renew or continue this policy, **we** will mail notice of nonrenewal stating the specific reason for nonrenewal to the named insured shown on the **declarations page** at the last known address appearing in **our** records. Proof of mailing will be sufficient proof of notice. Notice will be mailed at least 15 days before the end of the policy period.

For the reason(s) noted above, we may have no choice but to deny the claim filed against your policy unless you have information that is in your best interest. We wish to advise you at this time that the handling of this claim is being conducted under a Reservation of Rights.

To complete our investigation, we are requesting that you provide the following:

A declarations page that lists coverage for the 2017 Nissan Rogue on the date of loss of 4/06/2026.

A declarations page that lists coverage for Alexander Pearce on the date of loss of 4/06/2026.

A police report/FR10 that shows the actual date and time of loss for the 2017 Nissan Rogue.

A recorded statement from Alexander Pearce regarding the facts of loss for the date of loss of 4/06/2026.

Our investigation of this claim is ongoing. No action taken thus far, nor any action taken in the future, to investigate, explore settlement, settle, make payments, or defend you in litigation related to this claim should be construed or deemed to be an admission of coverage under the Policy. Progressive reserves its rights to deny coverage under the Policy, to refuse to make payments under the Policy, to defend any lawsuit subject to a continuing reservation of rights as outlined in this and any subsequent letters, to litigate any coverage issues, to litigate our duty to defend, to withdraw from your defense, and/or to seek reimbursement of any amounts paid under the Policy for loss, damage, costs, or fees. If we conclude there is no coverage under the Policy, you may be responsible to pay any claim or damage resulting from the loss. Our right to deny coverage for the above incident is not limited to the reasons set out above, but shall include any additional grounds for non-coverage, or policy breach, which may be revealed.

We are attempting to determine if there is coverage under the Policy that would apply to this claim. Please provide the required documentation and/or information. The failure to do so may affect your rights under the Policy and Progressive may not be responsible for this reported loss.

At a later date, further information may become available that may prompt further coverage issues regarding this loss. For this reason, we reserve our right to assert any coverage defenses available to us under the terms of the Policy, should our investigation reveal additional coverage concerns. We will advise you of our coverage decision once our investigation is complete.

Thank you for your attention to this letter. We look forward to your cooperation during this investigation. If any of the factual information described in this letter is inaccurate, please notify us immediately. If you have any other information which you feel may be relevant to the coverage issues outlined in this letter, please let us know.

If you have any questions, please contact me.

Albert Christensen
Claims Department

PROGRESSIVE CLAIMS
PO BOX 94670
CLEVELAND, OH 44101-9919

Underwritten by:

[redacted]

Claim Number: 26-471523429
Loss Date: April 6, 2026
Loss State: SC

Notification of Unsuccessful Contact Attempts

April 21, 2026

Dear Sam Crockett,

Please call our office at your earliest convenience.

I've been unable to reach you regarding your claim resulting from an incident that occurred on April 6, 2026. I need to speak to you so that we can complete our investigation and resolve the claim.

If you have any questions, please contact me.

Albert Christensen
Claims Department

Thomas E. Pope
Senior Counsel
Andrew W. Creech
Garrett B. Johnson
Jack G. Leader
In Memoriam
Luther C. Elrod, III
In Memoriam

ELROD·POPE
— LAW FIRM P.A. —

Harold C. Staley, Jr.
Licensed in SC & NC
Ben P. Leader
Licensed in SC & NC
Zachary D. Griffin
Licensed in SC & NC
Preston T. Pope
Licensed in SC

April 22, 2026

Via Certified Mail and
Via facsimile: (844) 268-4650

Progressive - Claims
P.O. Box 94670
Cleveland, OH 44101
Attn: Claims Department

RE:	Your Insured(s):	**Alexander Pearce**
	Our Client(s):	**Sam Crockett**
	Claim Number:	**26-471523429**
	Date of Loss:	**04/06/2026**

To Whom It May Concern:

Please be advised that this firm represents Sam Crockett in connection with serious personal injuries sustained in a motor vehicle collision that occurred on 04/06/2026, involving your insured(s), Alexander Pearce.

Attached for your reference is a copy of the incident report. Based upon our investigation, it is evident that your insured was at fault for the collision. I certify under oath that we intend to pursue liability claim(s) on behalf of our client(s).

Pursuant to S.C. Code Ann. § 38-77-250(A), we hereby formally request a sworn statement, signed by a corporate officer or claims manager, disclosing the following with respect to each known policy of non-fleet private passenger insurance issued by your company that may apply to this loss:

- The name of the insurer;
- The name of each insured; and
- The applicable limits of coverage.

In lieu of a sworn statement, you may provide certified copies of the declarations page(s) for each such policy. Please be advised that failure to provide this information within thirty (30) days from receipt of this letter constitutes a violation of § 38-77-250 and may result in further legal action.

Helping Injured People

212 East Black Street • Rock Hill, S.C. 29730 | P.O. Box 11091 • Rock Hill, S.C. 29731
p: 803.324.7574 • f: 803.324.7545 • www.elrodpope.com

ELROD·POPE
— LAW FIRM P.A. —

In addition, we also request declarations pages and/or full policy documents for any and all additional insurance policies that *may* provide coverage for this incident. This includes, *but is not limited to,* umbrella, excess liability, or commercial general liability policies. If no such policies exist, we demand a sworn affidavit from your insured attesting to the nonexistence of such coverage. Failure to provide the requested declarations page(s) and/or sworn affidavit(s) may subject your insured(s) to serious personal financial exposure.

We also expect prompt coordination from your property damage adjuster. Our client(s) must be contacted immediately to arrange a rental vehicle and initiate vehicle evaluation and/or repair. Any delay in doing so will result in additional damages for which your insured(s) and/or your company may be liable.

Should you require additional documentation or wish to discuss the claim further, please contact me directly at (839) 274-8393 or via email at cheryl@elrodpope.com. Thank you for your immediate attention to this matter.

Sincerely,

Cheryl Portillo
Legal Assistant to Ben P. Leader

Sworn to and subscribed before me this 22 day of April 2026

Darius A. Hall
Notary Public

My Commission Expires: 10/22/2030

Enclosure: Police/Incident Report

DARIUS A HALL
NOTARY PUBLIC
MECKLENBURG COUNTY, NC

SC DMV PACKAGE COVER SHEET

Office Records

Collision Report

26655972

ORIGINAL

LEXINGTON PD

SCDPS/OHS & SCDMV USE

26055972

VER 1

PAGE # 1 OF 6

OF UNITS 2

TR-310 SOUTH CAROLINA TRAFFIC COLLISION REPORT FORM

(Rev. 7/2024)

AMENDED	OFFICER NOTIFIED	OFFICER ARRIVED	ROADWAY CLEARED
	04/06/2026	04/06/2026	04/06/2026
CORRECTED	1846	1847	1848

DATE	TIME	COUNTY
04/06/2026	1845	32 - LEXINGTON

ON ROUTE CATEGORY

CATEGORY	AUXILIARY	ROUTE #	ROUTE NAME
OUTSIDETRAFFICWAY	MAINLINE	1	W MAIN ST

COLLISION LOCATION

IN CITY/TOWN NAME: LEXINGTON

R R ID	LANE #	OF	DISTANCE OFFSET	DIRECTION
			Miles Feet	

BASE ROUTE CATEGORY

CATEGORY	AUXILIARY	ROUTE #	ROUTE NAME

BASE INTERSECTION

GPS COORDINATES DECIMAL FORMAT

LATITUDE (Between 32.01 & 35.22): 33.98369

LONGITUDE (Between -83.35 & -78.5): -81.25848

SECONDARY CRASH?	PRIVATE PROPERTY COLLISION	TOTAL DAMAGE IN COLLISION $1000 OR MORE
N	Y	

SECOND ROUTE CATEGORY

CATEGORY	AUXILIARY	ROUTE #	ROUTE NAME

SECOND INTERSECTION

Trafficway Direction

☐ 01 One Way
02 Two Way

Trafficway Divided

☐ 01 Not Divided
02 Not Divided, With Continuous Left Turn Lane
03 Divided, Flush Median (Greater Than 4FT Wide)
04 Divided, Raised Median (Curbed)
05 Divided, Depressed Median
99 Unknown

Barrier Type

☐ 00 No Barrier
01 Cable
02 Concrete/Jersey
03 Earth Embankment
04 Guardrail
88 Other

Type of Intersection

☐ 00 Not An Intersection
01 T Intersection
02 Y Intersection
03 L Intersection
04 Four Leg Intersection
05 Five Leg or More
06 Roundabout
07 Traffic Circle
88 Other Intersection Type
99 Unknown

CRASH INFORMATION (CHECK IF PICTURES TAKEN) ☐

Light Condition

☐ 01 Daylight
02 Dawn
03 Dusk
04 Dark (Not Lighted)
05 Dark (Lighted)
06 Dark (Unknown Lighting)
88 Other
99 Unknown

Weather Condition 1 & 2 (up to 2)

☐ ☐ 01 Clear (No Adverse Condition)
02 Rain
03 Cloudy
04 Sleet, Hail
05 Snow
06 Fog, Mist
07 Blowing Snow
08 Blowing Sand, Soil, Dirt
09 Severe Crosswinds
10 Freezing Rain
11 Smog, Smoke
88 Other
99 Unknown

Road Surface Condition

☐ 01 Dry
02 Wet
03 Snow
04 Slush
05 Ice/Frost
06 Sand
07 Water (Standing, Etc.)
08 Mud, Dirt, Gravel
09 Oil
88 Other
99 Unknown

Manner of Collision

☐ 00 Not a Collision with MV
10 Front To Rear
20 Front To Front
30 Sideswipe Same Dir
40 Sideswipe Opposite Dir
50 Rear To Front
60 Rear To Side
70 Rear To Rear
80 Angle
88 Other
99 Unknown

First Harmful Event

☐

NON-COLLISION

00 None Listed
11 Cargo/Equip Loss or Shift
12 Fell/Jumped from MV
13 Fire/Explosion
14 Immersion
15 Jackknife
16 Overturn/Rollover
17 Thrown or Falling Object
18 Spill (Two Wheel Vehicle)
19 Other Non-Collision

COLLISION: OBJECT NOT FIXED

20 Animal (Deer Only)
21 Animal (Not Deer)
22 Moving Motor Vehicle
23 Stopped Motor Vehicle
24 Motor Vehicle (Parked)
25 Pedalcycle
26 Pedestrian
27 Other Non-Motorist
28 Railway Vehicle
29 Strikes Object at Rest from MV in Transport
30 Struck by Falling, Shifting Cargo or anything set in Motion by MV
31 Construction Equipment Work Zone
32 Farm Equipment
39 Other Movable Object

COLLISION: OBJECT FIXED

40 Bridge Overhead Structure
41 Bridge Pier Or Abutment
42 Bridge Rail
43 Cable Barrier
44 Concrete Traffic Barrier
45 Other Traffic Barrier
46 Culvert
47 Curb
48 Ditch
49 Embankment
50 Fence
51 Guardrail End
52 Guardrail Face
53 Impact Attenuator/Crash Cushion
54 Mailbox
55 High Traffic Sign Post
56 Traffic Signal Support
57 Tree
58 Light Luminaire Support
59 Utility Pole
60 Other Post, Pole, Support, Etc.
61 Other (Wall, Bldg, Tunnel, Etc.)
62 Fire Hydrant
69 Unknown Fixed Object

First Harmful Event Location

☐ 01 Gore
02 Separator / Traffic Island
03 Median
04 Roadside
05 Roadway
06 Sidewalk
09 In Parking Lane or Zone
10 Outside Trafficway
11 Off Roadways, Unknown Location
12 On Shoulder, Left Side
13 On Shoulder, Right Side
14 Pedestrian Refuge Island or Traffic Island
99 Unknown

Relation to Junction

☐ 00 Non-Junction
01 Acceleration/Deceleration Lane
02 Crossover Related
03 Driveway Access or Related
04 Entrance/Exit Ramp or Related
05 Intersection or Related
07 Railway Grade Crossing
08 Shared Use Path or Trail
12 Through Roadway
88 Other within Interchange Area
99 Unknown

Contributing Factor - Roadway/Environment 1 & 2 (up to 2)

☐ ☐ 00 None
01 Animal on Road
02 Glare
03 Visual Obstruction
04 Weather Condition
10 Debris
11 Obstruction in Roadway
12 Obstructed Crosswalks
13 Road Surface Condition (i.e. wet)
14 Worn, Travel-Polished Surface
15 Rut, Holes, Bumps
16 Shoulder (None, Low, Soft, High)
17 Traffic Control Device (i.e. missing)
18 Work Zone (Constr/Maint/Utility)
19 Non Highway Work
20 Traffic Incident
21 Backup due to Prior Crash
22 Backup due to Non-Recurring Incident
23 Backup due to Regular Congestion
24 Toll Booth/Plaza Related
25 Related to Bus Stop
26 Police Pursuit Involved
27 Non-Contact Vehicle
28 Emergency Vehicle Related
88 Other
99 Unknown

School Bus Related

☐ 1 Yes Directly
2 Yes Indirectly
3 No

Work Zone Related

☐ 1 Yes
2 No
9 Unknown

Crash in Work Zone

☐ 1 Before 1st Sign
2 Advanced Warning Area
3 Transition Area
4 Activity Area
5 Termination Area
7 Not Applicable
9 Unknown

Type of Work Zone

☐ 1 Shoulder/Median Work
2 Lane Shift
3 Lane Closure
4 Intermittent/Moving Work
5 Crossover
7 Not Applicable
8 Other
9 Unknown

Worker Present

☐ 1 Yes
2 No
7 Not Applicable
9 Unknown

Law Enforcement in Work Zone

☐ 1 Yes
2 No
7 Not Applicable
9 Unknown

WITNESS (W) or PROPERTY OWNER (P)

	FIRST NAME	MI	LAST NAME	ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE	PROP DMG AMOUNT	PROP DMG DESCRIPTION

INVESTIGATING OFFICER	T, Lindsay	RANK	PFC	CJA #	9698-6798	JURISDICTION CODE / NAME	3204 / LEXINGTON PD
REVIEWER'S NAME	N Thompson	RANK	CPL	REVIEW DATE	04/08/2026	INTERNAL AGENCY	26001142

PERSON # 1

UNIT # 1

1
1 MV Driver
2 Non-Motorist

[redacted]

[redacted]

CONTRIBUTED TO

STATE SC

DL CLASS D

DL JURISDICTION 1
0 Not Licensed
1 US State
2 Canada
3 Mexico
4 Other Int'l License
5 US Government
6 Indian Nation
7 Not Applicable
9 Unknown

Driver Distraction

00 Not Distracted
01 Texting or Manually Operating a Mobile Electronic Device
02 Talking/Listening on Hands-Free Mobile Electronic Device
03 Talking/Listening on Hands-Free Mobile
04 Unknown Use of a Mobile Electronic Device
05 Vehicle-Integrated Device or Controls
06 Passenger(s)
07 Other Inside Vehicle
08 Other Outside Vehicle
09 Distracted, Details Unknown
99 Unknown if Distracted

Driver Actions at Time of Crash

1st 2nd 3rd 4th

00 No Contributing Action
01 Ran Red Light
02 Ran Stop Light
03 Disregarded Other Traffic Sign
04 Disregarded Other Road Markings
05 Failed to Yield Right of Way
06 Made Improper Turn
07 Followed Too Closely
08 Ran off Road
09 Improper Backing
10 Improper Passing
11 Medical Related
12 Aggressive Operation of Vehicle
13 Over-correcting/Over-steering
14 Swerving to Avoid Object
15 Wrong Side/Wrong Way
16 Vision Obscured (Within Unit)
17 Improper Lane Use
18 Inattentive, Careless, Negligent
19 Failed to Move Over or Slow Down as Required by Move Over Law
20 Towing or Pushing Improperly
21 Failure to Dim Lights or to Have Lights on When Required
22 Suspect Fleeing/Evading Law Enforcement
23 Police Officer in Pursuit
24 Illegally Stopped in Roadway (Vehicle Not Abandoned)
30 Asleep or Fatigued
31 Ill (sick), Fainted
32 Physically Impaired
33 Under the Influence
88 Other Contributing Action
99 Unknown

DRIVER / NON-MOTORIST

Person Seating Location-SL

FIRST ROW, LEFT SEAT (DRIVER)

Ejection

1 Not Ejected
2 Partially Ejected
3 Totally Ejected
7 Not Applicable
9 Unknown

Transported To Medical Facility

00 Not Transported
10 EMS Air
11 EMS Ground
12 EMS Unknown Mode
20 Law Enforcement
88 Other
99 Unknown

Motorcycle/Moped Head Injury-HI

1 Yes
2 No

Air Bag Deployment-ABD

00 Not Deployed
01 Deployed Front
02 Deployed Side
03 Deployed Curtain
04 Deployed Other
05 Combination
06 Deployed, Unknown Location
77 Not Applicable

Restraint Device-RD

00 None Used
11 Shoulder Belt Only
12 Lap Belt Only
13 Shoulder & Lap Belt
21 Child Restraint (Type Unknown)
22 Booster Seat
23 Child Safety Seat (Forward Facing)
24 Child Safety Seat (Rear Facing)
77 Not Applicable
88 Other
99 Unknown

Non-Motorist Unit Type

61 Train
62 Animal Drawn Vehicle
63 Animal (Ridden)
64 Pedestrian
65 Other Pedestrian (wheelchair, skater, etc.)
66 Bicyclist
67 Other Cyclist
69 Unknown Non-Motorist

Non-Motorist Distraction

00 Not Distracted
01 Mobile Electronic Device Related
88 Other Distractions
99 Unknown if Distracted

Injury Status

0

0 No Apparent Injury
1 Possible Injury
2 Suspected Minor Injury
3 Suspected Serious Injury
4 Fatal

Safety Equipment-SE

Y Yes N No U Unknown

Helmet Use? (H)
Protective Pads Use? (P)
Other Protective Safety Equipment Use? (O)
Reflective Clothing Use? (R)
Lighting Use? (L)
Other Preventative Safety Equipment Use? (O)

Contributing Actions / Circumstances

1st 2nd

00 No Improper Action
01 Inattentive
02 Dart/Dash
03 In Roadway Improperly
04 Not Visible (Dark Clothing)
05 Disregard signs, signals, etc.
06 Wrong Way Riding or Walking
07 Failure to Yield Right of Way
08 Improper Passing
09 Improper Turn/Merge
10 Disabled Vehicle Related
11 Entering/Exiting Parked /Standing Vehicle
20 Improper Crossing
88 Other Improper Action
99 Unknown

Action Prior to Impact

22 Entering/Crossing Roadway
23 Disabled Vehicle Related
24 Pushing Vehicle
25 Waiting to Cross Roadway
26 Working
27 Walking/Cycling with Traffic
28 Walking/Cycling against Traffic
29 Walking/Cycling on Sidewalk
30 Incident Response
31 Adjacent to Roadway (shoulder, median)
32 In Roadway Other
88 Other
99 Unknown

ALCOHOL / DRUGS

Suspects Use of

00 None
01 Alcohol
02 Drugs
03 Alcohol & Drugs
99 Unknown

Alcohol Test Status

1 Test Not Given
2 Test Given
3 Test Refused
4 Pending
9 Unknown

Alcohol Test Type

1 Breath (Alcohol Only)
2 Blood
3 Urine
7 Not Applicable
8 Other

BAC

Drug Test Status

1 Test Not Given
2 Test Given
3 Test Refused
4 Pending
9 Unknown

Drug Test Type

1 Blood
2 Urine
3 Saliva
7 Not Applicable
8 Other

Drug Test Result

01 Amphetamines
02 Cocaine
03 Marijuana
04 Opiates
05 PCP
06 Other Drug
07 Other Controlled Substance
77 Negative
99 Unknown

PASSENGERS

PERSON #	UNIT #	NAME & ADDRESS	DOB	INJ	SEX	RACE	SL	EJECT	TRANS	ABD	SE	RD	HI
PERSON #	UNIT #	NAME & ADDRESS	DOB	INJ	SEX	RACE	SL	EJECT	TRANS	ABD	SE	RD	HI
PERSON #	UNIT #	NAME & ADDRESS	DOB	INJ	SEX	RACE	SL	EJECT	TRANS	ABD	SE	RD	HI
PERSON #	UNIT #	NAME & ADDRESS	DOB	INJ	SEX	RACE	SL	EJECT	TRANS	ABD	SE	RD	HI

INVESTIGATING OFFICER	T, Lindsay	RANK	PFC	CJA #	9698-6798	INTERNAL AGENCY	26001142

[redacted]

UNIT # 1 [redacted]

1 In Transport
2 Parked MV
3 Working Vehicle/Equipment
9 Unknown
☐

[redacted]

STATE: SC

EXPIRES: 04/30/20 [redacted]

HIT & RUN
1 Yes
2 No
2

YEAR: 2017

NISS

MODEL:

SPORT UTILITY

1

☐
00 No Damage
01 Minor Damage
02 Functional Damage
03 Disabling Damage
99 Vehicle Not At Scene

INSURANCE COMPANY (DRIVER): PROGRESSIVE

CDL REQUIRED
1 Yes
2 No
☐

TOWED
1 Yes, Disabled
2 Yes, Not Disabled
3

TOWED BY:

EST DAMAGE: 1000

[redacted]

TRAVELING ☐
N North
S South
E East
W West
U Unknown
R Not On Roadway

RELATED ☐
1 Yes, Racing
2 Yes, Exceeded Speed Limit
3 Yes, Too Fast For Condition
4 Yes, Impeding Traffic
5 No
9 Unknown

EST SPEED:

SPEED LIMIT:

LOCATION OF DAMAGED AREAS

Initial Point of Contact ☐

All Other Areas of Damage

00 Non-Collision
13 Top
14 Undercarriage
15 Cargo Loss
16 Vehicle Not At Scene
17 Vehicle Penetrated
99 Unknown

1	2	3	4	5	6	7	8	9	10	11	12

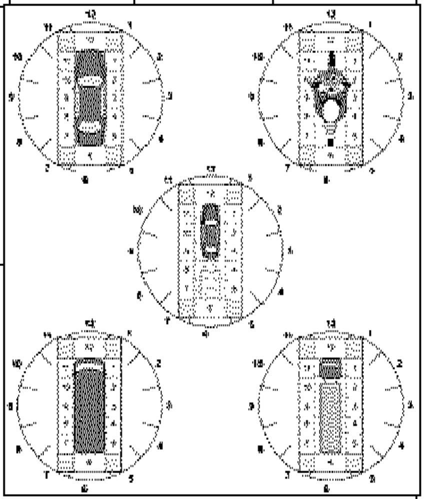
Unit Type ☐

MOTOR VEHICLE
01 Automobile
02 Sport Utility
11 Pickup Truck
12 Truck Tractor
13 Single Unit Truck
14 Other Truck
15 2-Wheeled Motorcycle
16 3-Wheeled Motorcycle
17 Moped
18 Auto Cycle
19 Cargo Van
20 Passenger Van (<9)
21 9 or 12 Passenger Van
23 15 Passenger Van
24 School Bus
25 Transit Bus
26 Motor Coach
27 Cargo Limo
28 Mini-Bus
29 Other Bus
30 Motor Home
88 Other Motor Vehicle
99 Unknown / Hit & Run

OTHER VEHICLE
40 Motorized Bike
41 Golf Cart
42 ATV/ATC
43 Snowmobile
44 Other Low Speed Vehicle
45 Recreational Off-Hwy Vehicle
46 Construction Equipment
48 Farm Tractor, Combine Harvester, Etc.
50 Other Vehicle

Emergency Vehicle Use ☐

01 Non-Emergency, Non-Transport
02 Emergency, Non-Transport
03 Emergency Operation, Warning Equipment Not In Use
04 Emergency Operation, Warning Equipment In Use
77 Not Applicable
99 Unknown



Special Function of Motor Vehicle ☐

00 No Special Function
01 Bus - School (Public/Private)
02 Bus - Childcare/Daycare
03 Bus - Transit/Commuter
04 Bus - Charter/Tour
05 Bus - Intercity
06 Bus - Shuttle
08 Bus - Other
09 Farm Vehicle
10 Highway/Maintenance
11 Mail Carrier
12 Military
13 Rental Truck (> 10k lbs)
14 Truck Acting as Crash Attenuator
15 Taxi
16 Vehicle Used for Electronic Ride - hauling (RideShare)
28 Transport Property
29 Government
30 Ambulance
31 Police
32 Public Utility
33 Fire Truck
34 Non-Transport Emergency Services Vehicle
35 Towing - Incident Response
36 Safety Service Patrols - Incident Response
37 Other Incident Response
88 Other
99 Unknown

Most Harmful Event ☐

☐ ☐ ☐ ☐

NON-HARMFUL
01 Cross Centerline
02 Cross Median
03 End Departure (T-intersection, dead-end)
[illegible]
08 Reentering Roadway
09 Separation of Units
10 Other Non-Harmful Event

NON-COLLISION
00 None Listed
11 Cargo/Equip Loss or Shift
12 Fell/Jumped from MV
[illegible]
17 Thrown or Falling Object
18 Spill (Two Wheel Vehicle)
19 Other Non-Collision

COLLISION: OBJECT NOT FIXED
20 Animal (Deer Only)
21 Animal (Not Deer)
22 Moving Motor Vehicle
[illegible]
27 Other Non-Motorist
28 Railway Vehicle
29 Strikes Object at Rest from MV in Transport
30 Struck by Falling, Shifting Cargo, or Anything Set in Motion by MV
31 Construction Equipment Work Zone
32 Farm Equipment
39 Other
[illegible]

COLLISION: OBJECT FIXED
40 Bridge Overhead Structure
41 Bridge Pier Or Abutment
42 Bridge Rail
[illegible]
47 Curb
48 Ditch
49 Embankment
50 Fence
51 Guardrail End
52 Guardrail Face
53 Impact Attenuator/Crash Cushion
54 Mailbox
[illegible]
59 Utility Pole
60 Other Post, Pole, Support, Etc.
61 Other (Wall, Bldg, Tunnel, Etc.)
62 Fire Hydrant
69 Unknown Fixed Object

Roadway Grade ☐
01 Level
02 Uphill
03 Hillcrest
04 Downhill
05 Sag (Bottom)

Vehicle Action Prior to Impact ☐
01 Movement Essentially Straight Ahead
02 Backing
03 Changing Lanes
04 Entering Traffic Lane
05 Leaving Traffic Lane
06 Making U-turn
07 Negotiating a Curve
08 Overtaking/Passing
09 Parked
10 Turning Left
11 Turning Right
12 Slowing
13 Stopped
88 Other
99 Unknown

Traffic Control Device (up to 4)

1st	2nd	3rd	4th
☐	☐	☐	☐

00 No Controls
01 Flagger, Law Enforcement, Crossing Guard
02 Bicycle Crossing Sign
03 Pedestrian Crossing Sign
04 RR Crossing Sign
05 "Curve Ahead" Sign
06 "Intersection Ahead" Sign
07 "Reduced Speed" Sign
08 Stop Sign
09 Yield Sign
10 School Zone Sign
11 Other Warning Sign
12 Flashing RR Crossing Signal
13 Flashing School Zone Sign
14 Flashing Traffic Control Signal
15 Lane Use Control Signal
16 Ramp Meter Signal
17 Traffic Control Signal
18 Other Signal
19 Bicycle Crossing Markings
20 Pedestrian Crossing Markings
21 Railroad Crossing Markings
22 School Zone Markings
24 Other Pavement Markings
30 Construction Cones or Barrels
88 Other
99 Unknown

Alignment ☐
01 Straight
02 Curve Left
03 Curve Right

Vehicle Contributing Circumstances ☐
00 None
01 Brakes
02 Steering
03 Powertrain
04 Windows/Windshield
05 Restraint System
06 Truck Coupling
07 Cargo
08 Fuel System
09 Exhaust System
10 Body/Doors
11 Suspension
12 Tires
13 Wheels
14 Lights/Signals
15 Mirrors
16 Wipers
88 Other
99 Unknown

VIOLATIONS

SC STATUTE NUMBER	CHARGE	TICKET #

SC STATUTE NUMBER	CHARGE	TICKET #

INVESTIGATING OFFICER	T, Lindsay	RANK	PFC	CJA #	9698-6798	INTERNAL AGENCY	26001142

[redacted]

PERSON # 1 [redacted]

UNIT # 2

☐ 1
1 MV Driver
2 Non-Motorist

[redacted]

CONTRIBUTED TO
Yes [✓ No]

DRIVER

[redacted]

STATE SC

DL CLASS D

DL JURISDICTION ☐ 1
0 Not Licensed
1 US State
2 Canada
3 Mexico
4 Other Int'l License
5 US Government
6 Indian Nation
7 Not Applicable
9 Unknown

Driver Distraction ☐

00 Not Distracted
01 Texting or Manually Operating a Mobile Electronic Device
02 Talking/Listening on Hands-Free Mobile Electronic Device
03 Talking/Listening on Hands-Free Mobile
04 Unknown Use of a Mobile Electronic Device
05 Vehicle-Integrated Device or Controls
06 Passenger(s)
07 Other Inside Vehicle
08 Other Outside Vehicle
09 Distracted, Details Unknown
99 Unknown if Distracted

Driver Actions at Time of Crash

1st ☐ 2nd ☐ 3rd ☐ 4th ☐

00 No Contributing Action
01 Ran Red Light
02 Ran Stop Light
03 Disregarded Other Traffic Sign
04 Disregarded Other Road Markings
05 Failed to Yield Right of Way
06 Made Improper Turn
07 Followed Too Closely
08 Ran off Road
09 Improper Backing
10 Improper Passing
11 Medical Related
12 Aggressive Operation of Vehicle
13 Over-correcting/Over-steering
14 Swerving to Avoid Object
15 Wrong Side/Wrong Way
16 Vision Obscured (Within Unit)
17 Improper Lane Use
18 Inattentive, Careless, Negligent
19 Failed to Move Over or Slow Down as Required by Move Over Law
20 Towing or Pushing Improperly
21 Failure to Dim Lights or to Have Lights on When Required
22 Suspect Fleeing/Evading Law Enforcement
23 Police Officer in Pursuit
24 Illegally Stopped in Roadway (Vehicle Not Abandoned)
30 Asleep or Fatigued
31 Ill (sick), Fainted
32 Physically Impaired
33 Under the Influence
88 Other Contributing Action
99 Unknown

DRIVER / NON-MOTORIST

Person Seating Location-SL

FIRST ROW, LEFT SEAT (DRIVER)

Ejection ☐

1 Not Ejected
2 Partially Ejected
3 Totally Ejected
7 Not Applicable
9 Unknown

Transported To Medical Facility ☐

00 Not Transported
10 EMS Air
11 EMS Ground
12 EMS Unknown Mode
20 Law Enforcement
88 Other
99 Unknown

Motorcycle/Moped Head Injury-HI ☐

1 Yes
2 No

Air Bag Deployment-ABD ☐

00 Not Deployed
01 Deployed Front
02 Deployed Side
03 Deployed Curtain
04 Deployed Other
05 Combination
06 Deployed, Unknown Location
77 Not Applicable

Restraint Device-RD ☐

00 None Used
11 Shoulder Belt Only
12 Lap Belt Only
13 Shoulder & Lap Belt
21 Child Restraint (Type Unknown)
22 Booster Seat
23 Child Safety Seat (Forward Facing)
24 Child Safety Seat (Rear Facing)
77 Not Applicable
88 Other
99 Unknown

Non-Motorist Unit Type ☐

61 Train
62 Animal Drawn Vehicle
63 Animal (Ridden)
64 Pedestrian
65 Other Pedestrian (wheelchair, skater, etc.)
66 Bicyclist
67 Other Cyclist
69 Unknown Non-Motorist

Non-Motorist Distraction ☐

00 Not Distracted
01 Mobile Electronic Device Related
88 Other Distractions
99 Unknown if Distracted

Injury Status 0

0 No Apparent Injury
1 Possible Injury
2 Suspected Minor Injury
3 Suspected Serious Injury
4 Fatal

Safety Equipment-SE

Y Yes N No U Unknown

☐ Helmet Use? (H)
☐ Reflective Clothing Use? (R)
☐ Protective Pads Use? (P)
☐ Lighting Use? (L)
☐ Other Protective Safety Equipment Use? (O)
☐ Other Preventative Safety Equipment Use? (O)

Contributing Actions / Circumstances

1st ☐ 2nd ☐

00 No Improper Action
01 Inattentive
02 Dart/Dash
03 In Roadway Improperly
04 Not Visible (Dark Clothing)
05 Disregard signs, signals, etc.
06 Wrong Way Riding or Walking
07 Failure to Yield Right of Way
08 Improper Passing
09 Improper Turn/Merge
10 Disabled Vehicle Related
11 Entering/Exiting Parked /Standing Vehicle
12 Improper Crossing
88 Other Improper Action
99 Unknown

Action Prior to Impact ☐

22 Entering/Crossing Roadway
23 Disabled Vehicle Related
24 Pushing Vehicle
25 Waiting to Cross Roadway
26 Working
27 Walking/Cycling with Traffic
28 Walking/Cycling against Traffic
29 Walking/Cycling on Sidewalk
30 Incident Response
31 Adjacent to Roadway (shoulder, median)
32 In Roadway Other
88 Other
99 Unknown

ALCOHOL / DRUGS

Suspects Use of ☐

00 None
01 Alcohol
02 Drugs
03 Alcohol & Drugs
99 Unknown

Alcohol Test Status ☐

1 Test Not Given
2 Test Given
3 Test Refused
4 Pending
9 Unknown

Alcohol Test Type ☐

1 Breath (Alcohol Only)
2 Blood
3 Urine
7 Not Applicable
8 Other

BAC ☐

Drug Test Status ☐

1 Test Not Given
2 Test Given
3 Test Refused
4 Pending
9 Unknown

Drug Test Type ☐

1 Blood
2 Urine
3 Saliva
7 Not Applicable
8 Other

Drug Test Result ☐ ☐

01 Amphetamines
02 Cocaine
03 Marijuana
04 Opiates
05 PCP
06 Other Drug
07 Other Controlled Substance
77 Negative
99 Unknown

PASSENGERS

PERSON #	UNIT #	NAME & ADDRESS	DOB	INJ	SEX	RACE	SL	EJECT	TRANS	ABD	SE	RD	HI

INVESTIGATING OFFICER	T, Lindsay	RANK	PFC	CJA #	9698-6798	INTERNAL AGENCY	26001142

[redacted]

UNIT # 2 [redacted]

1 In Transport
2 Parked MV
3 Working Vehicle/Equipment
9 Unknown
1

[redacted]

STATE: SC

EXPIRES: 07/30/20[redacted]

00 No Damage
01 Minor Damage
02 Functional Damage
03 Disabling Damage
99 Vehicle Not At Scene
☐

HIT & RUN 1 Yes 2 No		YEAR		MODEL		
2		2008	BMW		4 DOOR	1

INSURANCE COMPANY (DRIVER)	CDL REQUIRED 1 Yes 2 No		TOWED 1 Yes, Disabled 2 Yes, Not Disabled		TOWED BY	EST DAMAGE
NATIONAL GENERAL		2		3		1000

[redacted]

VEHICLE TRAVELING ☐
N North
S South
E East
W West
U Unknown
R Not On Roadway

SPEED RELATED ☐
1 Yes, Racing
2 Yes, Exceeded Speed Limit
3 Yes, Too Fast For Condition
4 Yes, Impeding Traffic
5 No
9 Unknown

EST SPEED:

SPEED LIMIT:

LOCATION OF DAMAGED AREAS

Initial Point of Contact ☐

All Other Areas of Damage

00 Non-Collision
13 Top
14 Undercarriage
15 Cargo Loss
16 Vehicle Not At Scene
17 Vehicle Penetrated
99 Unknown

1	2	3	4	5	6	7	8	9	10	11	12

Unit Type

01

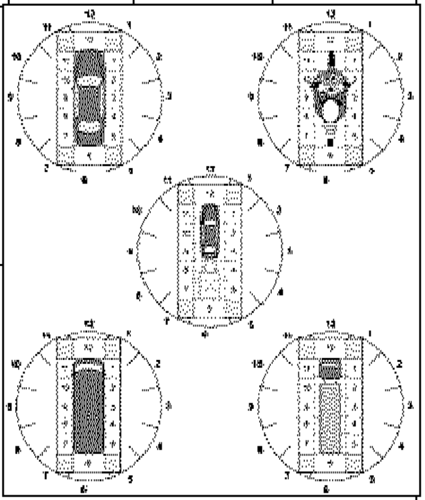
MOTOR VEHICLE
01 Automobile
02 Sport Utility
11 Pickup Truck
12 Truck Tractor
13 Single Unit Truck
14 Other Truck
15 2-Wheeled Motorcycle
16 3-Wheeled Motorcycle
17 Moped
18 Auto Cycle
19 Cargo Van
20 Passenger Van (<9)
21 9 or 12 Passenger Van
23 15 Passenger Van
24 School Bus
25 Transit Bus
26 Motor Coach
27 Large Limo
28 Mini-Bus
29 Other Bus
30 Motor Home
88 Other Motor Vehicle
99 Unknown / Hit & Run

OTHER VEHICLE
40 Motorized Bike
41 Golf Cart
42 ATV/ATC
43 Snowmobile
44 Other Low Speed Vehicle
45 Recreational Off-Hwy Vehicle
46 Construction Equipment
48 Farm Tractor, Combine Harvester, Etc.
50 Other Vehicle

Emergency Vehicle Use

☐

01 Non-Emergency, Non-Transport
02 Emergency, Non-Transport
03 Emergency Operation, Warning Equipment Not In Use
04 Emergency Operation, Warning Equipment In Use
77 Not Applicable
99 Unknown



Special Function of Motor Vehicle

☐

00 No Special Function
01 Bus - School (Public/Private)
02 Bus - Childcare/Daycare
03 Bus - Transit/Commuter
04 Bus - Charter/Tour
05 Bus - Intercity
06 Bus - Shuttle
08 Bus - Other
09 Farm Vehicle
10 Highway/Maintenance
11 Mail Carrier
12 Military
13 Rental Truck (> 10k lbs)
14 Truck Acting as Crash Attenuator
15 Taxi
16 Vehicle Used for Electronic Ride - hauling (RideShare)
28 Transport Property
29 Government
30 Ambulance
31 Police
32 Public Utility
33 Fire Truck
34 Non-Transport Emergency Services Vehicle
35 Towing - Incident Response
36 Safety Service Patrols - Incident Response
37 Other Incident Response
88 Other
99 Unknown

Most Harmful Event ☐

Sequence of Events

1st	2nd	3rd	4th
☐	☐	☐	☐

NON-HARMFUL
01 Cross Centerline
02 Cross Median
03 End Departure (T-intersection, dead-end)
04 Downhill Runaway
05 Equipment Failure
06 Ran off Road Left
07 Ran off Road Right
08 Reentering Roadway
09 Separation of Units
10 Other Non-Harmful Event

NON-COLLISION
00 None Listed
11 Cargo/Equip Loss or Shift
12 Fell/Jumped from MV
13 Fire/Explosion
14 Immersion
15 Jackknife
16 Overturn/Rollover
17 Thrown or Falling Object
18 Spill (Two Wheel Vehicle)
19 Other Non-Collision

COLLISION : OBJECT NOT FIXED
20 Animal (Deer Only)
21 Animal (Not Deer)
22 Moving Motor Vehicle
23 Stopped Motor Vehicle
24 Motor Vehicle (Parked)
25 Pedalcycle
26 Pedestrian
27 Other Non-Motorist
28 Railway Vehicle
29 Strikes Object at Rest from MV in Transport
30 Struck by Falling, Shifting Cargo, or anything set in Motion by MV
31 Construction Equipment Work Zone
32 Farm Equipment
39 Other Movable Object

COLLISION: OBJECT FIXED
40 Bridge Overhead Structure
41 Bridge Pier Or Abutment
42 Bridge Rail
43 Cable Barrier
44 Concrete Traffic Barrier
45 Other Traffic Barrier
46 Culvert
47 Curb
48 Ditch
49 Embankment
50 Fence
51 Guardrail End
52 Guardrail Face
53 Impact Attenuator/Crash Cushion
54 Mailbox
55 High Traffic Sign Post
56 Traffic Signal Support
57 Tree
58 Light Luminaire Support
59 Utility Pole
60 Other Post, Pole, Support, Etc.
61 Other (Wall, Bldg, Tunnel, Etc.)
62 Fire Hydrant
69 Unknown Fixed Object

Roadway Grade ☐

01 Level
02 Uphill
03 Hillcrest
04 Downhill
05 Sag (bottom)

Vehicle Action Prior to Impact ☐

01 Movement Essentially Straight Ahead
02 Backing
03 Changing Lanes
04 Entering Traffic Lane
05 Leaving Traffic Lane
06 Making U-turn
07 Negotiating a Curve
08 Overtaking/Passing
09 Parked
10 Turning Left
11 Turning Right
12 Slowing
13 Stopped
88 Other
99 Unknown

Traffic Control Device (up to 4)

1st	2nd	3rd	4th
☐	☐	☐	☐

00 No Controls
01 Flagger, Law Enforcement, Crossing Guard
02 Bicycle Crossing Sign
03 Pedestrian Crossing Sign
04 RR Crossing Sign
05 "Curve Ahead" Sign
06 "Intersection Ahead" Sign
07 "Reduced Speed" Sign
08 Stop Sign
09 Yield Sign
10 School Zone Sign
11 Other Warning Sign
12 Flashing RR Crossing Signal
13 Flashing School Zone Sign
14 Flashing Traffic Control Signal
15 Lane Use Control Signal
16 Ramp Meter Signal
17 Traffic Control Signal
18 Other Signal
19 Bicycle Crossing Markings
20 Pedestrian Crossing Markings
21 Railroad Crossing Markings
22 School Zone Markings
24 Other Pavement Markings
30 Construction Cones or Barrels
88 Other
99 Unknown

Alignment ☐

01 Straight
02 Curve Left
03 Curve Right

Vehicle Contributing Circumstances ☐

00 None
01 Brakes
02 Steering
03 Powertrain
04 Windows/Windshield
05 Restraint System
06 Truck Coupling
07 Cargo
08 Fuel System
09 Exhaust System
10 Body/Doors
11 Suspension
12 Tires
13 Wheels
14 Lights/Signals
15 Mirrors
16 Wipers
88 Other
99 Unknown

VIOLATIONS

SC STATUTE NUMBER	CHARGE	TICKET #

INVESTIGATING OFFICER	T. Lindsay	RANK	PFC	CJA #	9698-6798	INTERNAL AGENCY	26001142

[redacted]

NARRATIVE	INTERNAL AGENCY CODE	SCDPS CRASH REPORT NUMBER
	26001142	26655972

Unit 1 was in front of Unit 2 in the drive thru line on private property. Unit 1 put his vehicle in reverse and bumped unit 2 rear to front.

AMENDED OR CORRECTED NOTES

DIAGRAM

Private Property

NOTICE – THE TR-310 IS FOR STATISTICAL REPORTING PURPOSES ONLY AND IS A REFLECTION OF THE OFFICER'S BEST KNOWLEDGE, OPINION, AND BELIEF COVERING THE COLLISION BUT NO WARRANT IS MADE AS TO THE FACTUAL ACCURACY THEREOF.

ADDITIONAL PASSENGERS

PERSON #	UNIT #	NAME & ADDRESS	DOB	INJ	SEX	RACE	SL	EJECT	TRANS	ABD	SE	RD	HI
PERSON #	UNIT #	NAME & ADDRESS	DOB	INJ	SEX	RACE	SL	EJECT	TRANS	ABD	SE	RD	HI
PERSON #	UNIT #	NAME & ADDRESS	DOB	INJ	SEX	RACE	SL	EJECT	TRANS	ABD	SE	RD	HI
PERSON #	UNIT #	NAME & ADDRESS	DOB	INJ	SEX	RACE	SL	EJECT	TRANS	ABD	SE	RD	HI

INVESTIGATING OFFICER	T, Lindsay	RANK	PFC	CJA #	9698-6798	INTERNAL AGENCY	26001142

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PoliceRecords.support@lexisnexisrisk.com

Accurint
866-277-8407
Accurint.support@lexisnexisrisk.com

For tips on ordering visit:
statetips.lexisnexisrisk.com

PAGE COUNT: 7

CLIENT: 107040
DIVISION: VIRGINIAB552C
ADJUSTER: A237655
CLAIM: 26-471523429

TRANSACTION #: 4116260361
DATE: 2026-05-07 12:22:46.0

DATE OF LOSS: 04/06/2026 TIME OF LOSS:
STREET: 1212 WEST MAIN STREET
CITY: LEXINGTON
COUNTY: LEXINGTON
STATE: SC

INVESTIGATING AGENCY: LEXINGTON PD
REPORT NUMBER: 26001142
REPORT TYPE: AUTOACCIDENT
PARTY1: ALEXANDER PEARCE
PARTY2: SAM CROCKETT
PARTY3:

CAR: ROGUE MAKE: NISSAN YEAR: 2017
TAG:

ADDITIONAL INFO:

NOTE:

THANK YOU FOR YOUR ORDER!

ORIGINAL

LEXINGTON PD

TR-310 SOUTH CAROLINA TRAFFIC COLLISION REPORT FORM
(Rev. 7/2024)

SCDPS/OHS & SCDMV USE	VER	PAGE #	OF	# OF UNITS	AMENDED	CORRECTED	OFFICER NOTIFIED	OFFICER ARRIVED	ROADWAY CLEARED
26655972	1	1	6	2			04/06/2026 1846	04/06/2026 1847	04/06/2026 1848

DATE	TIME	COUNTY
04/06/2026	1845	32 - LEXINGTON

ON ROUTE CATEGORY

CATEGORY	AUXILIARY	ROUTE #	ROUTE NAME (COLLISION LOCATION)	IN CITY/TOWN NAME
OUTSIDE TRAFFICWAY	MAINLINE	1	W MAIN ST	LEXINGTON

R.R. ID	LANE #	OF	DISTANCE OFFSET	DIRECTION
			Miles Feet	

BASE ROUTE CATEGORY / **BASE INTERSECTION**

CATEGORY	AUXILIARY	ROUTE #	ROUTE NAME

SECOND ROUTE CATEGORY / **SECOND INTERSECTION**

CATEGORY	AUXILIARY	ROUTE #	ROUTE NAME

SECONDARY CRASH?	PRIVATE PROPERTY COLLISON	TOTAL DAMAGE IN COLLISION $1000 OR MORE
N	Y	

GPS COORDINATES DECIMAL FORMAT

LATITUDE (Between 32.01 & 35.22) 33.98369

LONGITUDE (Between -83.38 & -78.5) -81.25948

Trafficway Direction
☐
01 One Way
02 Two Way

Trafficway Divided
☐
01 Not Divided
02 Not Divided, With Continuous Left Turn Lane
03 Divided, Flush Median (Greater Than 4FT Wide)
04 Divided, Raised Median (Outbed)
05 Divided, Depressed Median
99 Unknown

Barrier Type
☐
00 No Barrier
01 Cable
02 Concrete/Jersey
03 Earth Embankment
04 Guardrail
88 Other

Type of Intersection
☐
00 Not An Intersection
01 T IIntersection
02 Y Intersection
03 L Intersection
04 Four Leg Intersection
05 Five Leg or More
06 Roundabout
07 Traffic Circle
88 Other Intersection Type
99 Unknown

CRASH INFORMATION (CHECK IF PICTURES TAKEN) ☐

Light Condition
☐
01 Daylight
02 Dawn
03 Dusk
04 Dark (Not Lighted)
05 Dark (Lighted)
06 Dark (Unknown Lighting)
88 Other
99 Unknown

Weather Condition 1 & 2 (up to 2)
☐ ☐
01 Clear (No Adverse Condition)
02 Rain
03 Cloudy
04 Sleet, Hail
05 Snow
06 Fog, Mist
07 Blowing Snow
08 Blowing Sand, Soil, Dirt
09 Severe Crosswinds
10 Freezing Rain
11 Smog, Smoke
88 Other
99 Unknown

Road Surface Condition
☐
01 Dry
02 Wet
03 Snow
04 Slush
05 Ice/Frost
06 Sand
07 Water (Standing, Etc.)
08 Mud, Dirt, Gravel
09 Oil
88 Other
99 Unknown

Manner of Collision
☐
00 Not a Collision with MV
10 Front To Rear
20 Front To Front
30 Sideswipe Same Dir
40 Sideswipe Opposite Dir
50 Rear To Front
60 Rear To Side
70 Rear To Rear
80 Angle
88 Other
99 Unknown

First Harmful Event
☐

NON-COLLISION
00 None Listed
11 Cargo/Equip Loss or Shift
12 Fell/Jumped from MV
13 Fire/Explosion
14 Immersion
15 Jackknife
16 Overturn/Rollover
17 Thrown or Falling Object
18 Spill (Two Wheel Vehicle)
19 Other Non-Collision

COLLISION: OBJECT NOT FIXED
20 Animal (Deer Only)
21 Animal (Not Deer)
22 Moving Motor Vehicle
23 Stopped Motor Vehicle
24 Motor Vehicle (Parked)
25 Pedalcycle
26 Pedestrian
27 Other Non-Motorist
28 Railway Vehicle
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30 Struck by Falling, Shifting Cargo, or anything set in Motion by MV
31 Construction Equipment Work Zone
32 Farm Equipment
39 Other Movable Object

COLLISION: OBJECT FIXED
40 Bridge Overhead Structure
41 Bridge Pier Or Abutment
42 Bridge Rail
43 Cable Barrier
44 Concrete Traffic Barrier
45 Other Traffic Barrier
46 Culvert
47 Curb
48 Ditch
49 Embankment
50 Fence
51 Guardrail End
52 Guardrail Face
53 Impact Attenuator/Crash Cushion
54 Mailbox
55 High Traffic Sign Post
56 Traffic Signal Support
57 Tree
58 Light Luminaire Support
59 Utility Pole
60 Other Post, Pole, Support, Etc.
61 Other (Wall, Bldg, Tunnel, Etc.)
62 Fire Hydrant
69 Unknown Fixed Object

First Harmful Event Location
☐
01 Gore
02 Separator / Traffic Island
03 Median
04 Roadside
05 Roadway
06 Sidewalk
09 In Parking Lane or Zone
10 Outside Trafficway
11 Off Roadways, Unknown Location
12 On Shoulder, Left Side
13 On Shoulder, Right Side
14 Pedestrian Refuge Island or Traffic Island
99 Unknown

Relation to Junction
☐
00 Non-Junction
01 Acceleration/Deceleration Lane
02 Crossover Related
03 Driveway Access or Related
04 Entrance/Exit Ramp or Related
05 Intersection or Related
07 Railway Grade Crossing
08 Shared Use Path or Trail
12 Through Roadway
88 Other within Interchange Area
99 Unknown

Contributing Factor - Roadway/Environment 1 & 2 (up to 2)
☐ ☐
00 None
01 Animal on Road
02 Glare
03 Visual Obstruction
04 Weather Condition
10 Debris
11 Obstruction in Roadway
12 Obstructed Crosswalks
13 Road Surface Condition (i.e, wet)
14 Worn, Travel-Polished Surface
15 Rut, Holes, Bumps
16 Shoulder (None, Low, Soft, High)
17 Traffic Control Device (i.e. missing)
18 Work Zone (Constr/Maint/Utility)
19 Non Highway Work
20 Traffic Incident
21 Back due to Prior Crash
22 Backup due to Non-Recurring Incident
23 Backup due to Regular Congestion
24 Toll Booth/Plaza Related
25 Related to Bus Stop
26 Police Pursuit Invovled
27 Non-Contact Vehicle
28 Emergency Vehicle Related
88 Other
99 Unknown

School Bus Related
☐
1 Yes Directly
2 Yes Indirectly
3 No

Work Zone Related
☐
1 Yes
2 No
9 Unknown

Crash in Work Zone
☐
1 Before 1st Sign
2 Advanced Warning Area
3 Transition Area
4 Activity Area
5 Termination Area
7 Not Applicable
9 Unknown

Type of Work Zone
☐
1 Shoulder/Median Work
2 Lane Shift
3 Lane Closure
4 Intermittent/Moving Work
5 Crossover
7 Not Applicable
8 Other
9 Unknown

Worker Present
☐
1 Yes
2 No
7 Not Applicable
9 Unknown

Law Enforcement in Work Zone
☐
1 Yes
2 No
7 Not Applicable
9 Unknown

WITNESS (W) or PROPERTY OWNER (P)

FIRST NAME	MI	LAST NAME	ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE	PROP. DMG. AMOUNT	PROP. DMG. DESCRIPTION

INVESTIGATING OFFICER	RANK	CJA #	JURISDICTION CODE / NAME
T, Lindsay	PFC	9698-6798	3204 / LEXINGTON PD

REVIEWER"S NAME	RANK	REVIEW DATE	INTERNAL AGENCY
N Thompson	CPL	04/08/2026	26001142

[redacted] [redacted]

SCDPS CRASH REPORT NUMBER [redacted]

PERSON # 1

UNIT # 1

1 1 MV Driver
3 Non-Motorist

NAME
PE [redacted]

PHONE NUMBER [redacted]

CONTRIBUTED TO [redacted]
[✓ Yes] No

STATE
ZIP CODE [redacted]

[redacted]

[redacted]

STATE SC

DL CLASS D

DL JURISDICTION 1
0 Not Licensed
1 US State
2 Canada
3 Mexico
4 Other Int'l License
5 US Government
6 Indian Nation
7 Not Applicable
9 Unknown

Driver Distraction

☐
00 Not Distracted
01 Texting or Manually Operating a Mobile Electronic Device
02 Talking/Listening on Hands-Free Mobile Electronic Device
03 Talking/Listening on Hands-Free Mobile
04 Unknown Use of a Mobile Electronic Device
05 Vehicle-Integrated Device or Controls
06 Passenger(s)
07 Other Inside Vehicle
08 Other Outside Vehicle
09 Distracted, Details Unknown
99 Unknown if Distracted

Driver Actions at Time of Crash

1st ☐ 2nd ☐ 3rd ☐ 4th ☐

00 No Contributing Action
01 Ran Red Light
02 Ran Stop Light
03 Disregarded Other Traffic Sign
04 Disregarded Other Road Markings
05 Failed to Yield Right of Way
06 Made Improper Turn
07 Followed Too Closely
08 Ran off Road
09 Improper Backing
10 Improper Passing
11 Medical Related
12 Aggressive Operation of Vehicle
13 Over-correcting/Over-steering
14 Swerving to Avoid Object
15 Wrong Side/Wrong Way
16 Vision Obscured (Within Unit)
17 Improper Lane Use
18 Inattentive, Careless, Negligent
19 Failed to Move Over or Slow Down as Required by Move Over Law
20 Towing or Pushing Improperly
21 Failure to Dim Lights or to Have Lighs on When Required
22 Suspect Fleeing/Evading Law Enforcement
23 Police Officer in Pursuit
24 Illegally Stopped in Roadway (Vehicle Not Abondoned)
30 Asleep or Fatigued
31 Ill (sick), Fainted
32 Physically Impaired
33 Under the Influence
88 Other Contributing Action
99 Unknown

DRIVER / NON-MOTORIST

Person Seating Location-SL

FIRST ROW, LEFT SEAT (DRIVER)

Ejection

☐
1 Not Ejected
2 Partially Ejected
3 Totally Ejected
7 Not Applicable
9 Unknown

Transported To Medical Facility

☐
00 Not Transported
10 EMS Air
11 EMS Ground
12 EMS Unknown Mode
20 Law Enforcement
88 Other
99 Unknown

Motorcycle/Moped Head Injury-HI

☐
1 Yes
2 No

Air Bag Deployment-ABD

☐
00 Not Deployed
01 Deployed Front
02 Deployed Side
03 Deployed Curtain
04 Deployed Other
05 Combination
06 Deployed, Unknown Location
77 Not Applicable
99 Deployment Unknown

Restraint Device-RD

☐
00 None Used
11 Shoulder Belt Only
12 Lap Belt Only
13 Shoulder & Lap Belt
21 Child Restraint (Type Unknown)
22 Booster Seat
23 Child Safety Seat (Forward Facing)
24 Child Safety Seat (Rear Facing
77 Not Applicable
88 Other
99 Unknown

Non-Motorist Unit Type

☐
61 Train
62 Animal Drawn Vehicle
63 Animal (Ridden)
64 Pedestrian
65 Other Pedestrian (wheelchair, skater, etc.)
66 Bicyclist
67 Other Cyclist
69 Unknown Non-Motorist

Non-Motorist Distraction

☐
00 Not Distracted
01 Mobile Electronic Device Related
88 Other Distractions
99 Unknown if Distracted

Injury Status

0
0 No Apparent Injury
1 Possible Injury
2 Suspected Minor Injury
3 Suspected Serious Injury
4 Fatal

Safety Equipment-SE

Y Yes N No U Unknown

☐ Helmet Use? (H)
☐ Protective Pads Use? (P)
☐ Other Protective Safety Equipment Use? (Q)
Reflective Clothing Use? (R) ☐
Lighting Use? (L) ☐
Other Preventative Safety Equipment Use? (O) ☐

Contributing Actions / Circumstances

1st ☐ 2nd ☐

00 No Improper Action
01 Inattentive
02 Dart/Dash
03 In Roadway Improperly
04 Not Visible (Dark Clothing)
05 Disregard signs, signals, etc.
06 Wrong Way Riding or Walking
07 Failure to Yield Right of Way
08 Improper Passing
09 Improper Turn/Merge
10 Disabled Vehicle Related
11 Entering/Exiting Parked /Standing Vehicle
55 Improper Crossing
88 Other Improper Action
99 Unknown

Action Prior to Impact

☐
22 Entering/Crossing Roadway
23 Disabled Vehicle Related
24 Pushing Vehicle
25 Waiting to Cross Roadway
26 Working
27 Walking/Cycling with Traffic
28 Walking/Cycling against Traffic
29 Walking/Cycling on Sidewalk
30 Incident Response
31 Adjacent to Roadway (shoulder, median)
32 In Roadway Other
88 Other
99 Unknown

ALCOHOL / DRUGS

Suspects Use of

☐
00 None
01 Alcohol
02 Drugs
03 Alcohol & Drugs
99 Unknown

Alcohol Test Status

☐
1 Test Not Given
2 Test Given
3 Test Refused
4 Pending
9 Unknown

Alcohol Test Type

☐
1 Breath (Alcohol Only)
2 Blood
3 Urine
7 Not Applicable
8 Other

BAC

☐

Drug Test Status

☐
1 Test Not Given
2 Test Given
3 Test Refused
4 Pending
9 Unknown

Drug Test Type

☐
1 Blood
2 Urine
3 Saliva
7 Not Applicable
8 Other

Drug Test Result

☐ ☐
01 Amphetamines
02 Cocaine
03 Marijuana
04 Opiates
05 PCP
06 Other Drug
07 Other Controlled Substance
77 Negative
99 Unknown

PASSENGERS

PERSON #	UNIT #	NAME & ADDRESS	DOB	INJ	SEX	RACE	SL	EJECT	TRANS	ABD	SE	RD	HI
PERSON #	UNIT #	NAME & ADDRESS	DOB	INJ	SEX	RACE	SL	EJECT	TRANS	ABD	SE	RD	HI
PERSON #	UNIT #	NAME & ADDRESS	DOB	INJ	SEX	RACE	SL	EJECT	TRANS	ABD	SE	RD	HI
PERSON #	UNIT #	NAME & ADDRESS	DOB	INJ	SEX	RACE	SL	EJECT	TRANS	ABD	SE	RD	HI

INVESTIGATING OFFICER	T, Lindsay	RANK	PFC	CJA #	9698-6798	INTERNAL AGENCY	26001142

[redacted]

[redacted] [redacted]

UNIT # **1** [redacted]

1 In Transport
2 Parked MV
3 Working Vehicle/Equipment
9 Unknown ☐

VEHICLE PLATE NUMBER [redacted]

STATE **SC**

EXPIRE **04/30/2** [redacted]

EXTENT OF DAMAGE ☐
00 No Damage
01 Minor Damage
02 Functional Damage
03 Disabling Damage
99 Vehicle Not At Scene

HIT & RUN
1 Yes
2 No
2

YEAR **2017**

NISS

MODEL

SPORT UTILITY

1

INSURANCE COMPANY (DRIVER) **PROGRESSIVE**

CDL REQUIRED ☐
1 Yes
2 No
9 Unknown

TOWED **3**
1 Yes, Disabled
2 Yes, Not Disabled
3 No

TOWED BY

EST DAMAGE **1000**

[redacted]

S South
E East ☐

U Unknown
R Not On Roadway

RELATED ☐
2 Yes, Exceeded Speed Limit
3 Yes, Too Fast For Condition
5 No
9 Unknown

EST SPEED

SPEED LIMIT

LOCATION OF DAMAGED AREAS

Initial Point of Contact ☐

All Other Areas of Damage

00 Non-Collision
13 Top
14 Undercarriage
15 Cargo Loss
16 Vehicle Not At Scene
17 Vehicle Penetrated
99 Unknown

1	2	3	4	5	6	7	8	9	10	11	12

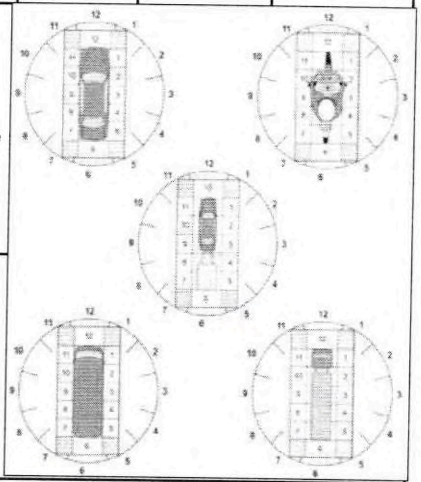
Unit Type ☐

MOTOR VEHICLE
01 Automobile
02 Sport Utility
11 Pickup Truck
12 Truck Tractor
13 Single Unit Truck
14 Other Truck
15 2-Wheeled Motorcycle
16 3-Wheeled Motorcycle
17 Moped
18 Auto Cycle
19 Cargo Van
20 Passenger Van (<9)
21 9 or 12 Passenger Van
23 15 Passenger Van
24 School BUs
25 Transit Bus
26 Motor Coach
27 Large Limo
28 Mini-Bus
29 Other Bus
30 Motor Home
88 Other Motor Vehicle
99 Unknown / Hit & Run

OTHER VEHICLE
40 Motorized Bike
41 Golf Cart
42 ATV/ATC
43 Snowmobile
44 Other Low Speed Vehicle
45 Recreational Off-Hwy Vehicle
46 Construction Equipment
48 Farm Tractor, Combine Harvester, Etc.
50 Other Vehicle

Emergency Vehicle Use ☐

01 Non-Emergency, Non-Transport
02 Emergency, Non-Transport
03 Emergency Operation, Warning Equipment Not In Use
04 Emergency Operation, Warning Equipment In Use
77 Not Applicable
99 Unknown



Special Function of Motor Vehicle ☐

00 No Special Function
01 Bus - School (Public/Private)
02 Bus - Childcare/Daycare
03 Bus - Transit/Commuter
04 Bus - Charter/Tour
05 Bus - Intercity
06 Bus - Shuttle
08 Bus - Other
09 Farm Vehicle
10 Highway/Maintenance
11 Mail Carrier
12 Military
13 Rental Truck (> 10k lbs)
14 Truck Acting as Crash Attenuator
15 Taxi
16 Vehicle Used for Electronic Ride - hauling (RideShare)
28 Transport Property
29 Government
30 Ambulance
31 Police
32 Public Utility
33 Fire Truck
34 Non-Transport Emergency Services Vehicle
35 Towing - Incident Response
36 Safety Service Patrols - Incident Response
37 Other Incident Response
88 Other
99 Unknown

Most Harmful Event ☐

Sequence of Events
1st ☐ 2nd ☐ 3rd ☐ 4th ☐

NON-HARMFUL
01 Cross Centerline
02 Cross Median
03 End Departure (T-Intersection, dead-end)
04 Downhill Runaway
05 Equipment Failure
06 Ran off Road Left
07 Ran off Road Right
08 Reentering Roadway
09 Separation of Units
10 Other Non-Harmful Event

NON-COLLISION
00 None Listed
11 Cargo/Equip Loss or Shift
12 Fell/Jumped from MV
13 Fire/Explosion
14 Immersion
15 Jackknife
16 Overturn/Rollover
17 Thrown or Falling Object
18 Spill (Two Wheel Vehicle)
19 Other Non-Collision

COLLISION: OBJECT NOT FIXED
20 Animal (Deer Only)
21 Animal (Not Deer)
22 Moving Motor Vehicle
23 Stopped Motor Vehicle
24 Motor Vehicle (Parked)
25 Pedalcycle
26 Pedestrian
27 Other Non-Motorist
28 Railway Vehicle
29 Strikes Object at Rest from MV in Transport
30 Struck by Falling, Shifting Cargo, or anything set in Motion by MV
31 Construction Equipment Work Zone
32 Farm Equipment
39 Other Movable Object

COLLISION: OBJECT FIXED
40 Bridge Overhead Structure
41 Bridge Pier Or Abutment
42 Bridge Rail
43 Cable Barrier
44 Concrete Traffic Barrier
45 Other Traffic Barrier
46 Culvert
47 Curb
48 Ditch
49 Embankment
50 Fence
51 Guardrail End
52 Guardrail Face
53 Impact Attenuator/Crash Cushion
54 Mailbox
55 High Traffic Sign Post
56 Traffic Signal Support
57 Tree
58 Light Luminaire Support
59 Utility Pole
60 Other Post, Pole, Support, Etc.
61 Other (Wall, Bldg, Tunnel, Etc.)
62 Fire Hydrant
69 Unknown Fixed Object

Roadway Grade ☐
01 Level
02 Uphill
03 Hillcrest
04 Downhill
05 Sag (bottom)

Vehicle Action Prior to Impact ☐
01 Movement Essentially Straight Ahead
02 Backing
03 Changling Lanes
04 Entering Traffic Lane
05 Leaving Traffic Lane
06 Making U-turn
07 Negotiating a Curve
08 Overtaking/Passing
09 Parked
10 Turning Left
11 Turning Right
12 Slowing
13 Stopped
88 Other
99 Unknown

Traffic Control Device (up to 4)
1st ☐ 2nd ☐ 3rd ☐ 4th ☐

00 No Controls
01 Flagger, Law Enforcement, Crossing Guard
02 Bicycle Crossing Sign
03 Pedestrian Crossing Sign
04 RR Crossing Sign
05 "Curve Ahead" Sign
06 "Intersection Ahead" Sign
07 "Reduced Speed" Sign
08 Stop Sign
09 Yield Sign
10 School Zone Sign
11 Other Warning Sign
12 Flashing RR Crossing Signal
13 Flashing School Zone Sign
14 Flashing Traffic Control Signal
15 Lane Use Control Signal
16 Ramp Meter Signal
17 Traffic Control Signal
18 Other Signal
19 Bicycle Crossing Markings
20 Pedestrian Crossing Markings
21 Railroad Crossing Markings
22 School Zone Markings
24 Other Pavement Markings
30 Construction Cones or Barrels
88 Other
99 Unknown

Alignment ☐
01 Straight
02 Curve Left
03 Curve Right

Vehicle Contributing Circumstances ☐
00 None
01 Brakes
02 Steering
03 Powertrain
04 Windows/Windshield
05 Restraint System
06 Truck Coupling
07 Cargo
08 Fuel System
09 Exhaust System
10 Body/Doors
11 Suspension
12 Tires
13 Wheels
14 Lights/Signals
15 Mirrors
16 Wipers
88 Other
99 Unknown

VIOLATIONS

SC STATUTE NUMBER	CHARGE	TICKET #

INVESTIGATING OFFICER	**T, Lindsay**	RANK	**PFC**	CJA #	**9698-6798**	INTERNAL AGENCY	**26001142**

[redacted]

[redacted] [redacted]

PERSON # 1 [redacted]

UNIT # 2

1 — 1 MV Driver / 3 Non-Motorist

SCDPS CRASH REPORT NUMBER [redacted]

NAME [redacted]

PHONE NUMBER

CONTRIBUTED [redacted]

Yes [✓ No]

STATE ZIP CODE

[redacted]

DRIVER

[redacted]

STATE: SC

DL CLASS: D

1 — DL JURISDICTION

0 Not Licensed
1 US State
2 Canada
3 Mexico
4 Other Int'l License
5 US Government
6 Indian Nation
7 Not Applicable
9 Unknown

Driver Distraction

☐

00 Not Distracted
01 Texting or Manually Operating a Mobile Electronic Device
02 Talking/Listening on Hands-Free Mobile Electronic Device
03 Talking/Listening on Hands-Free Mobile
04 Unknown Use of a Mobile Electronic Device
05 Vehicle-Integrated Device or Controls
06 Passenger(s)
07 Other Inside Vehicle
08 Other Outside Vehicle
09 Distracted, Details Unknown
99 Unknown if Distracted

Driver Actions at Time of Crash

1st ☐ 2nd ☐ 3rd ☐ 4th ☐

00 No Contributing Action
01 Ran Red Light
02 Ran Stop Light
03 Disregarded Other Traffic Sign
04 Disregarded Other Road Markings
05 Failed to Yield Right of Way
06 Made Improper Turn
07 Followed Too Closely
08 Ran off Road
09 Improper Backing
10 Improper Passing
11 Medical Related
12 Aggressive Operation of Vehicle
13 Over-correcting/Over-steering
14 Swerving to Avoid Object
15 Wrong Side/Wrong Way
16 Vision Obscured (Within Unit)
17 Improper Lane Use
18 Inattentive, Careless, Negligent
19 Failed to Move Over or Slow Down as Required by Move Over Law
20 Towing or Pushing Improperly
21 Failure to Dim Lights or to Have Lighs on When Required
22 Suspect Fleeing/Evading Law Enforcement
23 Police Officer in Pursuit
24 Illegally Stopped in Roadway (Vehicle Not Abondoned)
30 Asleep or Fatigued
31 Ill (sick), Fainted
32 Physically Impaired
33 Under the Influence
88 Other Contributing Action
99 Unknown

DRIVER / NON-MOTORIST

Person Seating Location-SL

FIRST ROW, LEFT SEAT (DRIVER)

Ejection

☐

1 Not Ejected
2 Partially Ejected
3 Totally Ejected
7 Not Applicable
9 Unknown

Transported To Medical Facility

☐

00 Not Transported
10 EMS Air
11 EMS Ground
12 EMS Unknown Mode
20 Law Enforcement
88 Other
99 Unknown

Motorcycle/Moped Head Injury-HI

☐

1 Yes
2 No

Air Bag Deployment-ABD

☐

00 Not Deployed
01 Deployed Front
02 Deployed Side
03 Deployed Curtain
04 Deployed Other
05 Combination
06 Deployed, Unknown Location
77 Not Applicable
99 Deployment Unknown

Restraint Device-RD

☐

00 None Used
11 Shoulder Belt Only
12 Lap Belt Only
13 Shoulder & Lap Belt
21 Child Restraint (Type Unknown)
22 Booster Seat
23 Child Safety Seat (Forward Facing)
24 Child Safety Seat (Rear Facing
77 Not Applicable
88 Other
99 Unknown

Non-Motorist Unit Type

☐

61 Train
62 Animal Drawn Vehicle
63 Animal (Ridden)
64 Pedestrian
65 Other Pedestrian (wheelchair, skater, etc.)
66 Bicyclist
67 Other Cyclist
69 Unknown Non-Motorist

Non-Motorist Distraction

☐

00 Not Distracted
01 Mobile Electronic Device Related
88 Other Distractions
99 Unknown if Distracted

Injury Status

0

0 No Apparent Injury
1 Possible Injury
2 Suspected Minor Injury
3 Suspected Serious Injury
4 Fatal

Safety Equipment-SE

Y Yes N No U Unknown

☐ Helmet Use? (H)
☐ Protective Pads Use? (P)
☐ Other Protective Safety Equipment Use? (Q)
Reflective Clothing Use? (R) ☐
Lighting Use? (L) ☐
Other Preventative Safety Equipment Use? (O) ☐

Contributing Actions / Circumstances

1st ☐ 2nd ☐

00 No Improper Action
01 Inattentive
02 Dart/Dash
03 In Roadway Improperly
04 Not Visible (Dark Clothing)
05 Disregard signs, signals, etc.
06 Wrong Way Riding or Walking
07 Failure to Yield Right of Way
08 Improper Passing
09 Improper Turn/Merge
10 Disabled Vehicle Related
11 Entering/Exiting Parked /Standing Vehicle
55 Improper Crossing
88 Other Improper Action
99 Unknown

Action Prior to Impact

☐

22 Entering/Crossing Roadway
23 Disabled Vehicle Related
24 Pushing Vehicle
25 Waiting to Cross Roadway
26 Working
27 Walking/Cycling with Traffic
28 Walking/Cycling against Traffic
29 Walking/Cycling on Sidewalk
30 Incident Response
31 Adjacent to Roadway (shoulder, median)
32 In Roadway Other
88 Other
99 Unknown

ALCOHOL / DRUGS

Suspects Use of

☐

00 None
01 Alcohol
02 Drugs
03 Alcohol & Drugs
99 Unknown

Alcohol Test Status

☐

1 Test Not Given
2 Test Given
3 Test Refused
4 Pending
9 Unknown

Alcohol Test Type

☐

1 Breath (Alcohol Only)
2 Blood
3 Urine
7 Not Applicable
8 Other

BAC

☐

Drug Test Status

☐

1 Test Not Given
2 Test Given
3 Test Refused
4 Pending
9 Unknown

Drug Test Type

☐

1 Blood
2 Urine
3 Saliva
7 Not Applicable
8 Other

Drug Test Result

☐ ☐

01 Amphetamines
02 Cocaine
03 Marijuana
04 Opiates
05 PCP
06 Other Drug
07 Other Controlled Substance
77 Negative
99 Unknown

PASSENGERS

PERSON #	UNIT #	NAME & ADDRESS	DOB	INJ	SEX	RACE	SL	EJECT	TRANS	ABD	SE	RD	HI

INVESTIGATING OFFICER	T, Lindsay	RANK	PFC	CJA #	9698-6798	INTERNAL AGENCY	26001142

[redacted]

[redacted] [redacted]

UNIT # 2 [redacted]

1 In Transport
2 Parked MV
3 Working Vehicle/Equipment
9 Unknown ☐

VEHICLE PLATE NUMBER [redacted]

STATE SC

EXPIR 07/30/2 [redacted]

HIT & RUN
1 Yes
2 No
2

YEAR 2008

BMW

MODEL

4 DOOR

1

☐
00 No Damage
01 Minor Damage
02 Functional Damage
03 Disabling Damage
99 Vehicle Not At Scene

INSURANCE COMPANY (DRIVER) NATIONAL GENERAL

CDL REQUIRED
1 Yes
2 No
9 Unknown
2

TOWED
1 Yes, Disabled
2 Yes, Not Disabled
3 No
3

TOWED BY

EST DAMAGE 1000

NAME OF OWNER

[redacted]

☐ E East
R Not On Roadway

☐ 2 Yes, Exceeded Speed Limit
3 Yes, Too Fast For Condition

5 No
9 Unknown

LOCATION OF DAMAGED AREAS

Initial Point of Contact ☐

All Other Areas of Damage

00 Non-Collision
13 Top
14 Undercarriage

15 Cargo Loss
16 Vehicle Not At Scene
17 Vehicle Penetrated

99 Unknown

1	2	3	4	5	6	7	8	9	10	11	12

Unit Type

01

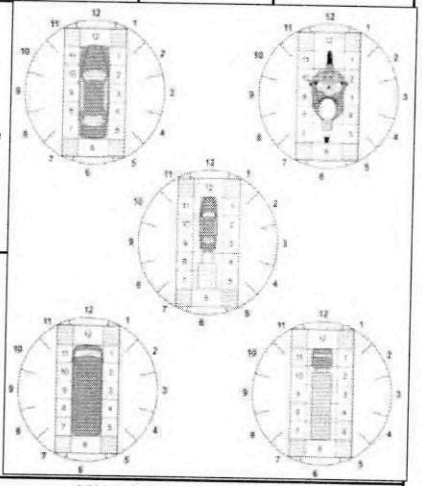
MOTOR VEHICLE
01 Automobile
02 Sport Utility
11 Pickup Truck
12 Truck Tractor
13 Single Unit Truck
14 Other Truck
15 2-Wheeled Motorcycle
16 3-Wheeled Motorcycle
17 Moped
18 Auto Cycle
19 Cargo Van
20 Passenger Van (<9)
21 9 or 12 Passenger Van
23 15 Passenger Van
24 School BUs
25 Transit Bus
26 Motor Coach
27 Large Limo
28 Mini-Bus
29 Other Bus
30 Motor Home
88 Other Motor Vehicle
99 Unknown / Hit & Run

OTHER VEHICLE
40 Motorized Bike
41 Golf Cart
42 ATV/ATC
43 Snowmobile
44 Other Low Speed Vehicle
45 Recreational Off-Hwy Vehicle
46 Construction Equipment
48 Farm Tractor, Combine Harvester, Etc.
50 Other Vehicle

Emergency Vehicle Use

☐

01 Non-Emergency, Non-Transport
02 Emergency, Non-Transport
03 Emergency Operation, Warning Equipment Not In Use
04 Emergency Operation, Warning Equipment In Use
77 Not Applicable
99 Unknown



Special Function of Motor Vehicle

☐

00 No Special Function
01 Bus - School (Public/Private)
02 Bus - Childcare/Daycare
03 Bus - Transit/Commuter
04 Bus - Charter/Tour
05 Bus - Intercity
06 Bus - Shuttle
08 Bus - Other
09 Farm Vehicle
10 Highway/Maintenance
11 Mail Carrier
12 Military
13 Rental Truck (> 10k lbs)
14 Truck Acting as Crash Attenuator
15 Taxi
16 Vehicle Used for Electronic Ride - hauling (RideShare)
28 Transport Property
29 Government
30 Ambulance
31 Police
32 Public Utility
33 Fire Truck
34 Non-Transport Emergency Services Vehicle
35 Towing - Incident Response
36 Safety Service Patrols - Incident Response
37 Other Incident Response
88 Other
99 Unknown

Most Harmful Event

☐

Sequence of Events

1st ☐ 2nd ☐ 3rd ☐ 4th ☐

NON-HARMFUL
01 Cross Centerline
02 Cross Median
03 End Departure (T-Intersection, dead-end)
04 Downhill Runaway
05 Equipment Failure
06 Ran off Road Left
07 Ran off Road Right
08 Reentering Roadway
09 Separation of Units
10 Other Non-Harmful Event

NON-COLLISION
00 None Listed
11 Cargo/Equip Loss or Shift
12 Fell/Jumped from MV
13 Fire/Explosion
14 Immersion
15 Jackknife
16 Overturn/Rollover
17 Thrown or Falling Object
18 Spill (Two Wheel Vehicle)
19 Other Non-Collision

COLLISION: OBJECT NOT FIXED
20 Animal (Deer Only)
21 Animal (Not Deer)
22 Moving Motor Vehicle
23 Stopped Motor Vehicle
24 Motor Vehicle (Parked)
25 Pedalcycle
26 Pedestrian
27 Other Non-Motorist
28 Railway Vehicle
29 Strikes Object at Rest from MV in Transport
30 Struck by Falling, Shifting Cargo, or anything set in Motion by MV
31 Construction Equipment Work Zone
32 Farm Equipment
39 Other Movable Object

COLLISION: OBJECT FIXED
40 Bridge Overhead Structure
41 Bridge Pier Or Abutment
42 Bridge Rail
43 Cable Barrier
44 Concrete Traffic Barrier
45 Other Traffic Barrier
46 Culvert
47 Curb
48 Ditch
49 Embankment
50 Fence
51 Guardrail End
52 Guardrail Face
53 Impact Attenuator/Crash Cushion
54 Mailbox
55 High Traffic Sign Post
56 Traffic Signal Support
57 Tree
58 Light Luminaire Support
59 Utility Pole
60 Other Post, Pole, Support, Etc.
61 Other (Wall, Bldg, Tunnel, Etc.)
62 Fire Hydrant
69 Unknown Fixed Object

Roadway Grade

☐
01 Level
02 Uphill
03 Hillcrest
04 Downhill
05 Sag (bottom)

Vehicle Action Prior to Impact

☐
01 Movement Essentially Straight Ahead
02 Backing
03 Changling Lanes
04 Entering Traffic Lane
05 Leaving Traffic Lane
06 Making U-turn
07 Negotiating a Curve
08 Overtaking/Passing
09 Parked
10 Turning Left
11 Turning Right
12 Slowing
13 Stopped
88 Other
99 Unknown

Alignment

☐
01 Straight
02 Curve Left
03 Curve Right

Vehicle Contributing Circumstances

☐
00 None
01 Brakes
02 Steering
03 Powertrain
04 Windows/Windshield
05 Restraint System
06 Truck Coupling
07 Cargo
08 Fuel System
09 Exhaust System
10 Body/Doors
11 Suspension
12 Tires
13 Wheels
14 Lights/Signals
15 Mirrors
16 Wipers
88 Other
99 Unknown

Traffic Control Device (up to 4)

1st ☐ 2nd ☐ 3rd ☐ 4th ☐

00 No Controls
01 Flagger, Law Enforcement, Crossing Guard
02 Bicycle Crossing Sign
03 Pedestrian Crossing Sign
04 RR Crossing Sign
05 "Curve Ahead" Sign
06 "Intersection Ahead" Sign
07 "Reduced Speed" Sign
08 Stop Sign
09 Yield Sign
10 School Zone Sign
11 Other Warning Sign
12 Flashing RR Crossing Signal
13 Flashing School Zone Sign
14 Flashing Traffic Control Signal
15 Lane Use Control Signal
16 Ramp Meter Signal
17 Traffic Control Signal
18 Other Signal
19 Bicycle Crossing Markings
20 Pedestrian Crossing Markings
21 Railroad Crossing Markings
22 School Zone Markings
24 Other Pavement Markings
30 Construction Cones or Barrels
88 Other
99 Unknown

VIOLATIONS

SC STATUTE NUMBER	CHARGE	TICKET #
SC STATUTE NUMBER	CHARGE	TICKET #

INVESTIGATING OFFICER	T, Lindsay	RANK	PFC	CJA #	9698-6798	INTERNAL AGENCY	26001142

[redacted]

NARRATIVE	INTERNAL AGENCY CODE 26001142	SCDPS CRASH REPORT NUMBER 26655972

Unit 1 was in front of Unit 2 in the drive-thru line on private property. Unit 1 put his vehicle in reverse and bumped unit 2 rear to front.

AMENDED OR CORRECTED NOTES

DIAGRAM

Private Property

NOTICE – THE TR-310 IS FOR STATISTICAL REPORTING PURPOSES ONLY AND IS A REFLECTION OF THE OFFICER'S BEST KNOWLEDGE, OPINION, AND BELIEF COVERING THE COLLISION BUT NO WARRANT IS MADE AS TO THE FACTUAL ACCURACY THEREOF.

ADDITIONAL PASSENGERS

PERSON #	UNIT #	NAME & ADDRESS	DOB	INJ	SEX	RACE	SL	EJECT	TRANS	ABD	SE	RD	HI
PERSON #	UNIT #	NAME & ADDRESS	DOB	INJ	SEX	RACE	SL	EJECT	TRANS	ABD	SE	RD	HI
PERSON #	UNIT #	NAME & ADDRESS	DOB	INJ	SEX	RACE	SL	EJECT	TRANS	ABD	SE	RD	HI
PERSON #	UNIT #	NAME & ADDRESS	DOB	INJ	SEX	RACE	SL	EJECT	TRANS	ABD	SE	RD	HI

INVESTIGATING OFFICER	T, Lindsay	RANK	PFC	CJA #	9698-6798	INTERNAL AGENCY	26001142

PROGRESSIVE CLAIMS
PO BOX 94670
CLEVELAND, OH 44101-9919

PROGRESSIVE

Underwritten by:

[redacted]

Claim Number: 26-471523429
Loss Date: April 6, 2026
Loss State: SC

Claim Information

May 18, 2026

Dear Alexander Pearce,

We have completed our coverage investigation for the above-referenced claim that arises out of a loss reported to have occurred on 4/06/2026 at or near Lexington, South Carolina. The claim was reported to Progressive Northern Insurance Company ("Progressive") under South Carolina Auto Policy, Form 9611 (10/14), Policy Number 8637809[redacted]rpose of this letter is to notify you that we have concluded that there is no coverage available for this loss.

Our records indicate that[redacted]0945 expired as of 4/05/2026 at 12:01AM. This date is prior to the date of loss. We h[redacted]he date of loss of 4/06/2026 and time of loss of before 6:25PM with Lexington Police Department. Thus, Progressive will not be responsible to pay for this loss. Specifically, the Policy at issues provides, in relevant part:

SOUTH CAROLINA AUTO POLICY

INSURING AGREEMENT

In return for **your** payment of the premium, **we** agree to insure **you** subject to all the terms, conditions and limitations of this policy. **We** will insure **you** for the coverages and the limits of liability shown on this policy's **declarations page**. **Your** policy consists of the policy contract, **your** insurance application, the **declarations page**, and all endorsements to this policy.

PART VII—GENERAL PROVISIONS

CANCELLATION

You may cancel this policy during the policy period by calling or writing **us** and stating the future date **you** wish the cancellation to be effective.

We may cancel this policy during the policy period by mailing a notice of cancellation to the named insured shown on the **declarations page** at the last known address appearing in **our** records, stating the specific reason for cancellation. Notice will be mailed at least 15 days before the date of cancellation.

Proof of mailing will be sufficient proof of notice. If this policy is cancelled, coverage will not be provided as of the effective date and time shown in the notice of cancellation. For purposes of cancellation, this policy is neither severable nor divisible. Any cancellation will be effective for all coverages for all persons and all vehicles.

The company also reserves the right to examine any additional coverage issues that may develop during our investigation. No action taken to date, nor any action Progressive may take in the future to investigate, explore settlement, or defend a lawsuit arising out of this claim, shall be deemed an admission of coverage under the policy.

If you have any information that contradicts the facts as revealed by our investigation to date or any other information you feel should be considered, please contact me immediately.

If you have any questions, please contact me.

Albert C
Claims Department

PROGRESSIVE CLAIMS
PO BOX 94670
CLEVELAND, OH 44101-9919

PROGRESSIVE

[redacted]

Claim Number: 26-471523429
Loss Date: April 6, 2026
Loss State: SC

Claim Information

July 31, 2026

Dear Alexander Pearce,

I am the claims representative currently investigating the motor vehicle accident that occurred in Lexington, South Carolina on 4/06/2026. The loss was reported under a South Carolina Auto Policy, Form 9611 (10/14) underwritten by Progressive Northern Insurance Company (“Progressive”), Policy No.[redacted]“Policy”). The purpose of this letter is to advise you that there is a potential coverage issue with regard to this accident which may result in denial of a portion or the entirety of the claim.

There is a potential coverage problem with regard to this accident for the following reason(s):

Our records indicate th[redacted]0945 expired as of 4/05/2026 at 12:01AM.

Our records indicate th[redacted]45 incepted as of 4/6/2026 at 6:25PM. This date is after the time of loss. As a result,[redacted] coverage for this incident. If you disagree, please provide documentation to the contrary as soon as possible.

Claim reported by Alexander Pearce on 4/06/2026 with a time of loss of 5:30PM.

Time of loss changed by Alexander Pearce to 6:30PM on 5/13/2026 during phone call with claims adjuster.

Alexander Pearce logged into Progressive to make final payment at 6:24PM on 4/06/2026.

Last payment made by Alexander Pearce on 4/06/2026 at 6:25PM.

Lexington Police Department confirmed on 5/08/2026 that the initial call for the accident was received at 6:26pm.

The police report states that the police officer was notified of the accident on 4/06/2026 at 6:46PM.

Adjuster received a receipt from Alexander Pearce on 5/13/2026 at 1:58PM showing a purchase at Burger King on 4/06/2026 at 6:14PM. Burger King is the place where the accident occurred on 4/06/2026.

Original Reservation of Rights letter sent 4/09/2026.

Original coverage denial sent 5/18/2026 outlining no coverage due to time of loss being before final payment made on 4/06/2026 at 6:25PM.

The Policy provides, in pertinent part, as follows:

SOUTH CAROLINA AUTO POLICY

INSURING AGREEMENT

In return for **your** payment of the premium, **we** agree to insure **you** subject to all the terms, conditions and limitations of this policy. **We** will insure **you** for the coverages and the limits of liability shown on this policy's **declarations page**. **Your** policy consists of the policy contract, **your** insurance application, the **declarations page**, and all endorsements to this policy.

PART VII—GENERAL PROVISIONS

POLICY PERIOD AND TERRITORY

This policy applies only to accidents and losses occurring during the policy period shown on the **declarations page** and that occur within a state, territory or possession of the United States of America, or a province or territory of Canada, or while a **covered auto** is being transported between their ports.

FRAUD OR MISREPRESENTATION

This policy was issued in reliance upon the information provided on **your** insurance application. **We** may void this policy at any time, including after the occurrence of an accident or loss, if **you**:

1. made incorrect statements or representations to **us** with regard to any material fact or circumstance;

2. concealed or misrepresented any material fact or circumstance; or

3. engaged in fraudulent conduct; at the time of application. This means that **we** will not be liable for any claims or damages that would otherwise be covered unless **we** have certified this policy as proof of financial responsibility. If **we** have certified this policy as proof of financial responsibility, nothing in this provision shall affect coverage under Part I - Liability To Others up to the minimum limit mandated by the motor vehicle financial responsibility law of South Carolina for an accident that occurs before **we** notify **you** that the policy is void. If **we** void this policy, **you** must reimburse **us** if **we** make a payment.

Any changes **we** make at **your** request to this policy after inception will be made in reliance upon information **you** provide. If **you**:

1. make incorrect statements or representations to **us** with regard to any material fact or circumstance;

2. conceal or misrepresent any material fact or circumstance; or

3. engage in fraudulent conduct; in connection with a requested change **we** may void the policy or reform it as it existed immediately prior to the requested change. **W**e may do this at any time, including after the occurrence of an accident or loss.

For the reason(s) noted above, we may have no choice but to deny the claim filed against your policy unless you have information that is in your best interest. We wish to advise you at this time that the handling of this claim is being conducted under a Reservation of Rights.

To complete our investigation, we are requesting that you provide the following:

Proof of accident occurring after final payment made at 6:25PM on 4/06/2026.

Our investigation of this claim is ongoing. No action taken thus far, nor any action taken in the future, to investigate, explore settlement, settle, make payments, or defend you in litigation related to this claim should be construed or deemed to be an admission of coverage under the Policy. Progressive reserves its rights to deny coverage under the Policy, to refuse to make payments under the Policy, to defend any lawsuit subject to a continuing reservation of rights as outlined in this and any subsequent letters, to litigate any coverage issues, to litigate our duty to defend, to withdraw from your defense, and/or to seek reimbursement of any amounts paid under the Policy for loss, damage, costs, or fees. If we conclude there is no coverage under the Policy, you may be responsible to pay any claim or damage resulting from the loss. Our right to deny coverage for the above incident is not limited to the reasons set out above, but shall include any additional grounds for non-coverage, or policy breach, which may be revealed.

We are attempting to determine if there is coverage under the Policy that would apply to this claim. Please provide the required documentation and/or information. The failure to do so may affect your rights under the Policy and Progressive may not be responsible for this reported loss.

At a later date, further information may become available that may prompt further coverage issues regarding this loss. For this reason, we reserve our right to assert any coverage defenses available to us under the terms of the Policy, should our investigation reveal additional coverage concerns. We will advise you of our coverage decision once our investigation is complete.

Thank you for your attention to this letter. We look forward to your cooperation during this investigation. If any of the factual information described in this letter is inaccurate, please notify us immediately. If you have any other information which you feel may be relevant to the coverage issues outlined in this letter, please let us know.

If you have any questions, please contact me.

Albert C
Claims Department

Re: SCDOI Final Disposition 274045

From: Alexander "Phoenix" Pearce
[redacted]
To: Lindsay Chaffin [redacted]
Alexander Pearce
[redacted]
Cc: Consumer Services Mailbox
[redacted]
Sent: Wednesday, August 19 at 9:10 PM

SCDOI File 274045
Progressive Claim [redacted]
Policy [redacted]

To the Office of Consumer Services, Ms. Lindsay Chaffin, and Mr. Daniel Eddy:

I submit this correspondence as a supplemental formal rebuttal to the South Carolina Department of Insurance’s final disposition dated August 17, 2026 (transmitted August 18, 2026) in File 274045. This rebuttal addresses (1) the Department’s incorrect denial of my request for reasonable modification under the Americans with Disabilities Act, (2) the evidentiary foundation of the Department’s conclusion regarding Progressive Northern Insurance Company’s claims handling, (3) the allocation of evidentiary burden, and (4) material factual inconsistencies in the documents Progressive supplied and the Department relied upon.

I recognize that the Office of Consumer Services is not a court and does not determine civil liability or award damages. The relevant regulatory questions are whether Progressive’s claims-handling conduct was adequately investigated before the Department concluded it could find no violation of South Carolina insurance law, and whether the Department itself complied with its obligations under Title II of the ADA in conducting that review.

I. The Department’s Denial of Reasonable Modification Under the ADA Is Legally Incorrect

In Section V of the August 17 disposition, the Department stated that it is “not able to grant your request for reasonable accommodation” because “the concept of reasonable accommodation is inapplicable in this situation. It applies in the employment context. Employers must provide reasonable accommodation to employees or applicants under certain circumstances. You are not an employee or applicant for employment." The Department further stated that I had "not specified the type of accommodation" sought and that I had been communicating by email and telephone.

This analysis confuses Title I of the ADA (employment) with Title II of the ADA (state and local government services, programs, and activities).

Title II of the Americans with Disabilities Act, 42 U.S.C. § 12132, and its implementing regulations, 28 C.F.R. Part 35, apply to public entities, including every state department and agency. The South Carolina Department of Insurance is a public entity. Title II requires that no qualified individual with a disability be excluded from participation in or denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity. Public entities must make reasonable modifications to policies, practices, and procedures when necessary to avoid discrimination on the basis of disability, unless the modification would fundamentally alter the nature of the service or impose an undue burden.

The consumer-complaint process administered by the Office of Consumer Services is a service, program, or activity of a public entity. The duty to provide reasonable modifications therefore applies.

I previously provided medical documentation establishing that I am a qualified individual with a disability. The December 6, 2019 letter from Dr. Puru Sagar, Consultant Psychiatrist, documents diagnoses of ADHD, Bipolar II disorder, Autism Spectrum Disorder Level 1 (formerly Asperger's), Anxiety Disorder, and complex PTSD. These conditions substantially limit major life activities, including the ability to process complex sequential information under time pressure, to organize and present dense documentary evidence in the precise format demanded by regulatory proceedings, and to navigate multi-party administrative processes that require rapid synthesis of timestamps, policy language, and insurer records controlled exclusively by the opposing party.

The Department’s assertion that reasonable modification “applies in the employment context” only is therefore incorrect as a matter of federal law. The Department’s further assertion that I failed to specify the type of accommodation does not relieve it of the obligation to engage in an interactive process once it is on notice of a disability and a request for assistance in accessing its complaint process. I reiterate and clarify the following requested modifications, all of which are reasonable and do not fundamentally alter the nature of the regulatory review:

- Additional time to organize and submit responsive materials, given documented processing and executive-function limitations associated with ASD Level 1 and ADHD.
- Clear, written identification of the precise categories of evidence the Department reviewed (or declined to obtain) from Progressive, so that I am not required to reconstruct an asymmetric evidentiary record from secondary characterizations.
- Permission to submit supporting materials in stages or with explanatory indexing rather than in a single, perfectly sequenced package, consistent with

documented difficulties navigating multi-document administrative proceedings.
- Confirmation that any future communications regarding this file will be provided in writing with sufficient time for review, consistent with the Department’s own statement in Section VI that further correspondence will be sent by certified mail.

These modifications would have allowed me equal opportunity to participate in the complaint process. The Department’s categorical denial on the ground that Title I employment rules govern is legal error and itself constitutes a failure to provide equal access.

Nothing in this request asks the Department to adjudicate medical diagnoses, award damages, or alter the substantive coverage determination that only a court can make. It asks only that the Department comply with Title II in how it conducts its own regulatory review.

II. Progressive’s Own Response Contains Evidence Supporting the Sequence It Required Me to Prove Independently

Progressive's August 3, 2026 response to the Department states that I made an additional premium payment of $172.37 on April 6, 2026 at approximately 6:25:20 p.m., which Progressive characterized as the point at which the policy renewed with a lapse in coverage. Progressive further states that the police report reflected a loss time of 6:26 p.m. and that Progressive independently contacted dispatch and confirmed that 6:26 p.m. was the time the 911 call was received.

More significantly, Progressive memorialized the substance of my April 21 communication as follows: I stated that I made my premium payment while sitting in the drive-through and then backed into the other vehicle.

Accordingly, Progressive's own regulatory submission contains the following sequence:

- 6:25:20 p.m. — premium payment
- Thereafter — according to Progressive's own account of my statement, the vehicle contact occurred
- 6:26 p.m. — police/dispatch event

The precise second of vehicle contact remains unresolved. I do not ask the Department to invent that timestamp.

What requires explanation is why Progressive treated the unresolved second as proof against coverage when Progressive's own contemporaneous chronology included circumstantial evidence supporting the sequence payment first, collision second.

Progressive's response does not state that it possessed an electronic timestamp establishing that the collision occurred at 6:25:19 p.m. or earlier. Instead, Progressive states, in substance, that because I did not provide additional phone records, video footage, or comparable documentation, the available evidence did not establish that the loss occurred after the policy reinstated.

That is an evidentiary-insufficiency rationale. It is not the same proposition as affirmative evidence establishing that the loss occurred before reinstatement. That distinction is material.

III. The Department's Final Disposition Appears to Reproduce That Burden Allocation

The Department's disposition states that, based upon its review of my information and Progressive’s response, it understood that the policy had lapsed before the incident, and advised me that if I possessed proof the policy was in force at the date and time of loss I should provide that proof to Progressive. The Department then stated that it was unable to conclude Progressive violated South Carolina insurance law.

The unresolved issue is therefore not merely Progressive’s burden allocation. It is whether SCDOI independently examined the evidentiary premise underlying that allocation before adopting the resulting regulatory conclusion.

The Department had before it Progressive’s statement that payment occurred at approximately 6:25:20 p.m.; Progressive’s confirmation that dispatch received the call at 6:26 p.m.; and Progressive’s own memorialization of my statement that I made the payment and then backed into the other vehicle.

I therefore request identification of the evidence upon which the Department relied to conclude that the policy lapsed prior to the incident.

If the Department possessed affirmative evidence establishing a pre-6:25:20 collision, please identify that evidence. If it did not, then the disposition should distinguish between:

(a) affirmative evidence establishing that the loss preceded reinstatement; and
(b) a determination that I had not produced sufficient additional evidence to eliminate uncertainty concerning the precise second of the accident.

Those are materially different evidentiary conclusions.

IV–XIII. [Remaining sections of original draft retained and tightened for clarity]

[The remainder of the original Sections III through XIII on South Carolina law regarding evidentiary burdens, comparative authority, SCDOI’s investigative authority under S.C. Code Ann. § 38-13-70, the contradiction between the 6:25:20 p.m. payment/reinstatement statement and the revised Declarations Page stating coverage began April 7, 2026 at 12:01 a.m., policy language distinguishing initiation of payment from legal effectiveness, portal information asymmetry, the May fraud-related communication and claim withdrawal, confidentiality versus evidence never obtained, and the August 17–19 chronology are retained substantially as previously drafted, with only minor stylistic tightening for readability. Full text available upon request if a complete single-document version is preferred.]

XIV. Requested Corrective Action

In light of the foregoing, I respectfully request that SCDOI:

1. Correct its legal analysis of Title II of the ADA and engage in the interactive process regarding the reasonable modifications identified above;
2. Supplement or reconsider the final disposition to address the unresolved evidentiary issues rather than treating Progressive's conclusion as established merely because I did not independently supply the exact second of collision;
3. Provide written identification of:
   - the evidence establishing the exact effective time of coverage;
   - the evidence establishing the exact time of loss;
   - the legal and factual reconciliation between Progressive's approximately 6:25:20 p.m. payment/reinstatement

statement and its revised Declarations Page stating coverage began April 7 at 12:01 a.m.;

- the Department's treatment of Progressive's own statement that I paid and then backed into the other vehicle;
- whether SCDOI obtained Progressive's complete payment and binding transaction records, call recordings and metadata, the May fraud-related communication and withdrawal record, the original Burger King receipt, and the complete claim diary or activity history;
- what objective evidence, if any, demonstrated that the collision preceded payment or reinstatement;
- whether my August 19 submissions received substantive post-disposition review; and
- the procedure by which I may obtain any non-privileged portion of the administrative record and Progressive supporting evidence considered by the Department.

I further renew all preservation requests concerning Progressive's claim file and SCDOI File 274045.

Nothing in this rebuttal should be construed as waiving contractual, statutory, common-law, administrative, constitutional, disability-access, evidentiary, or judicial-review rights. Nothing herein asks SCDOI to adjudicate damages or exercise judicial functions reserved to the courts. It asks only that the Department correctly apply Title II of the ADA to its own processes and that it identify the actual evidence underlying its regulatory conclusion.

Respectfully submitted,

Alexander Pearce
[redacted]

Date: August 19, 2026

Enclosures:
- Copy of December 6, 2019 letter from Dr. Puru Sagar

From: Lindsay Chaffin [redacted]
Sent: Wednesday, 19 August 2026 17:04:17
To: [redacted]
[redacted] Alexander Pearce
[redacted]
Alexander "Phoenix" Pearce
[redacted]
Cc: Consumer Services Mailbox

[redacted]

Subject: Fw: SCDOI Final Disposition 274045

> You don't often get email from [redacted] Learn why this is important

Good evening Mr. Pearce,

We are in receipt of your 8/19 correspondences. This information has been added to our State Based System.

Please note the department's final disposition letter along with Progressive's initial responses were prepared for USPS certified mail delivery on 8/17. You may track that mailed package https://tools.usps.com/tracking/ .

Also, the electronic copy of the Department's final disposition and Progressive response were sent via electronic delivery to you 8/18. We have included a copy for your convenience. Please review that response carefully.

In Service,

Lindsay Chaffin
Supervising Analyst
Office of Consumer Services
South Carolina Department of Insurance
1201 Main Street, Suite 1000
Columbia, SC 29201
o: (803) 737-6097
image image image

From: [redacted] [redacted]

Sent: Tuesday, August 18, 2026 9:12 AM

To: [redacted]

Subject: SCDOI Final Disposition 274045

SCDOI

South Carolina Department of Insurance
1201 Main Street, Suite 1000
Columbia, SC 29201

Mailing Address
P.O. Box 100105
Columbia, SC 29202
Phone: 803-737-6180

August 18, 2026

Alexander Pearce
[redacted]

In Reply Refer to SCDOI File #: 274045
Insured/Complainant: /Alexander Pearce
PROGRESSIVE NORTHERN INSURANCE COMPANY

Dear Mr. Pearce,

The attached binder & supporting documents, which includes the Department's final disposition letter, are being provided to you via email and USPS certified mail. Your USPS tracking number is: [redacted].

Thank you for the opportunity to respond.

In service,

Lindsay Chaffin

Lindsay Chaffin
Supervising Analyst
Office of Consumer Services

ALITY NOTICE

This message and any attachments are from the NAIC and are intended only for the addressee. Information contained herein is confidential, and may be privileged or exempt from disclosure pursuant to applicable federal or state law. This message is not intended as a waiver of the confidential, privileged or exempted status of the information transmitted. Unauthorized forwarding, printing, copying, distribution or use of such information is strictly prohibited and may be unlawful. If you are not the addressee, please promptly delete this message and notify the sender of the delivery error by e-mail or by forwarding it to the NAIC Service Desk at [redacted]

Re: SCDOI Final Disposition 274045

From: Alexander "Phoenix" Pearce [redacted]
To: Lindsay Chaffin [redacted] Alexander Pearce [redacted]
Cc: Consumer Services Mailbox [redacted]
Sent: Thursday, August 20 at 3:53 PM

Subject: Supplemental Rebuttal — Point-of-Origin Reconstruction and Request for Targeted Market Conduct Review — SCDOI File 274045

Dear Ms. Chaffin:

Re: SCDOI File 274045
Progressive Claim No. [redacted]
Policy No. [redacted]

I submit this correspondence under Section VI of the Department’s final disposition to supplement the regulatory record with a point-of-origin reconstruction of the disputed claim, identify primary evidence that requires reconciliation with Progressive’s August 3 response, and request consideration of targeted Market Regulation review.

This submission does not ask SCDOI to adjudicate private contractual, tort, or damages claims. Those matters remain expressly reserved.

The regulatory issue is narrower: whether Progressive’s claim-handling representations were complete, internally consistent, adequately investigated, and supported by the primary evidence available to Progressive and, where submitted, to SCDOI.

1. Point of Origin — Payment, Coverage, and the April 6 Event

Record: Progressive states that my policy was scheduled to renew on April 5, 2026 at 12:01 a.m., that an automatic renewal payment was declined, and that a partial payment of $218.76 was made at approximately 3:00 a.m. on April 5.

Progressive further states that I made an additional payment of $172.37 on April 6, 2026 at 6:25:20 p.m.

Progressive itself therefore acknowledges the final payment.

My banking records separately reflect the $172.37 Progressive electronic debit as posted and honored.

Record: Progressive also states that:

- the $172.37 payment occurred at 6:25:20 p.m.;
- the 911 call was received at 6:26 p.m.; and
- I stated that I made the premium payment while sitting in the drive-thru and then backed into the other vehicle.

My contemporaneous account to Progressive was more specific: I paid while parked at Burger King, received my food immediately thereafter, placed the vehicle in reverse, reacted when the hot food burned my mouth, released the brake, heard the other vehicle's horn, immediately applied the brake, heard or felt a minor bumper contact, exited the vehicle, and observed the other driver already communicating with police.

That sequence was repeated in Progressive calls.

Dispute: Progressive later concluded that the available evidence did not establish that the loss occurred after reinstatement.

That conclusion requires reconciliation with Progressive’s own chronology, which includes evidence tending toward:

payment → then vehicle contact.

The 6:26 p.m. dispatch timestamp establishes when the 911 call was received. It does not independently establish the exact second of vehicle contact.

Request: Please require Progressive to identify the primary contemporaneous evidence used to place the loss before its asserted coverage boundary, including:

- native payment-system records;
- transaction and event IDs;
- payment-gateway timestamp metadata;
- claim-system audit history;
- call recordings;
- contemporaneous claim notes;
- telephony metadata;
- dispatch/CAD records; and
- any other source record relied upon to establish the precise loss sequence.

2. Independent Chronology Evidence

Record: The evidentiary record contains contemporaneous records surrounding the event, including the Burger King transaction record and telephone activity involving Progressive.

The Burger King record establishes that I was conducting the underlying drive-thru transaction shortly before the disputed time window.

Telephone records separately document Progressive-related activity at approximately 6:25 p.m.

Dispute: These records do not independently identify the exact second of vehicle contact, but they materially narrow the chronology and provide independent anchors against which the recorded Progressive conversations can be tested.

Request: Please evaluate these contemporaneous records together with Progressive's native transaction data rather than treating either party's retrospective summary as self-proving.

3. Operative Policy — Progressive's Own Effective-Time Positions Require Reconciliation

Record: Progressive states that the claim was denied pursuant to the terms and conditions of the policy.

SCDOI's own claim-handling response materials contemplate a certified policy copy where a denial depends upon policy language.

The produced materials identify a base policy contract together with multiple endorsements, including South Carolina-specific forms.

The binder also contains a revised declarations page stating that coverage began:

April 7, 2026 at 12:01 a.m.

Rick Price's August 3 response separately states that the policy renewed when the $172.37 payment was made on:

April 6, 2026 at approximately 6:25 p.m.

Dispute: Those propositions are not facially identical.

The policy materials also contain electronic-payment language addressing the effect of an electronic funds transfer being honored by the financial institution.

The $172.37 debit was ultimately posted by my bank.

None of those facts, standing alone, conclusively resolves the contractual coverage question. They do require the operative contract and endorsements to be identified and applied consistently.

Request: Please confirm whether SCDOI received and reviewed:

1. The complete certified operative policy;
2. The declarations applicable to the disputed period;
3. Every applicable South Carolina endorsement;
4. The payment provisions;
5. The lapse and renewal provisions;
6. The reinstatement or effective-time provisions; and
7. The precise contractual provision Progressive relied upon in determining coverage.

Please require Progressive to reconcile its April 6 approximately 6:25 p.m. renewal statement with the April 7 at 12:01 a.m. declarations-page statement.

4. Original Damage-Causation Dispute

Record: Progressive's own August 3 response acknowledges that I disputed damage causation from the outset.

I advised Progressive that:

- the contact was minimal;
- neither vehicle appeared to have newly sustained meaningful damage from the event;
- the other vehicle already displayed substantial pre-existing bumper damage; and
- I disputed whether the later claimed damage and injuries resulted from this contact.

I also maintain that substantial pre-existing damage was visible beyond the portion later described in Progressive's response.

Dispute: The produced binder demonstrates extensive scrutiny of coverage timing but does not demonstrate a comparable substantive investigation of whether the claimed physical damage was actually caused by this event.

The current production does not establish the existence of:

- a documented new-versus-pre-existing damage comparison;
- physical contact compatibility analysis;
- relevant vehicle inspection photographs;
- technical causation analysis; or
- equivalent records resolving the damage dispute.

I do not contend that any particular engineering methodology was legally mandatory. I request identification of what Progressive actually did.

Request: Please require Progressive to identify its complete damage-causation investigation and the records supporting any conclusion that the claimed damage arose from this incident.

5. Burger King Surveillance — What Did Progressive Do to Preserve or Obtain It?

Record: Progressive repeatedly emphasizes that I did not provide Burger King surveillance footage.

I attempted to obtain the footage.

I was advised that local store management did not have access, and the district manager did not return my call.

I communicated those difficulties to Al Christensen.

My recollection is that Mr. Christensen then advised that Progressive was contacting Burger King through higher-level channels and that I did not need to continue carrying that burden alone.

Dispute: Progressive's August 3 response repeatedly describes my failure to produce the surveillance footage but does not identify Progressive's own investigative activity concerning that same footage.

Progressive's call recordings and contemporaneous claim notes can confirm or refute my recollection.

If they confirm it, the regulatory response omits material context concerning Progressive's own evidence-gathering responsibility.

Request: Please require Progressive to identify:

- outbound Burger King contacts;
- call logs;
- claim-diary entries;
- corporate or franchise communications;

- surveillance-preservation requests;
- investigative assignments;
- written correspondence; and
- the final disposition of any attempt to obtain the footage.

The question is reciprocal:

If I was required to prove my account, what did Progressive do to preserve or obtain the evidence within its investigative reach?

6. Telephone Records and the Evidentiary Burden

Record: Rick Price repeatedly states that I did not provide telephone records or other corroborating material.

My recollection is that I did retrieve telephone evidence and discussed my efforts and difficulty identifying the specific records Progressive was demanding with Al Christensen.

Later device records document substantial July communication with the number I identify as associated with Mr. Christensen, including a July 28 call lasting approximately 13 minutes.

A contemporaneous Progressive claim-text thread at approximately the same time displays:

“TEST – Al C.”

and states that I had been added to a Progressive claim conversation.

Dispute: The current screenshot evidence does not independently establish every word spoken during the July 28 call.

Progressive’s own recording does.

Request: Please require Progressive to preserve and identify the July 28 call recording, transcript, claim note, call metadata, SMS-session data, and any records concerning my efforts to obtain the requested telephone evidence.

7. May 13 — Where Is the Denial Letter?

Record: Rick Price states that on May 13, 2026 Al Christensen advised that Progressive would not afford coverage and “would issue a denial letter.”

Dispute: I did not receive a May 13 denial letter.

I cannot locate such a denial letter in the Progressive portal.

No corresponding May 13 claim-denial letter has been identified in the produced regulatory binder.

The policy activity produced for May 13 instead reflects billing/cancellation-related activity, which is not the same thing as an identified denial letter for Claim [redacted].

Request: Please require Progressive to identify:

1. Whether a May 13 denial letter was generated;
2. Its generation timestamp;
3. Its document ID;
4. Its transmission method;
5. Its mailing or electronic-delivery record;
6. The destination used;
7. The policy provisions cited;
8. The corresponding claim-status entry; and
9. Any later superseding denial document.

If no such letter was generated, please require Progressive to supplement its August 3 response accordingly.

8. Claim Withdrawal / DMV Consequence — Primary Recording Required

Record: My recollection is that during the earlier claim communications I explained that Burger King evidence remained difficult to obtain and that Progressive repeatedly raised potential fraud referral.

I specifically recall asking Al Christensen whether, if I cancelled or withdrew the claim, the remaining DMV consequence would simply be a fine.

I recall receiving an affirmative response.

Based upon that understanding, I instructed Progressive to close or withdraw the claim because I maintained there was no meaningful accident-related damage and believed I could address the DMV consequence if it was only a fine.

I did not subsequently receive the outcome I understood had been represented.

Classification: This remains my recollection pending the primary recording and claim notes.

Dispute: The later July 31 recording contains my contemporaneous statement that the license consequence “was only supposed to be a fine.”

That does not independently prove the earlier advice was given, but it establishes that I was already asserting that understanding contemporaneously, before the present rebuttal was constructed.

Request: Please require Progressive to identify and preserve the earlier recording in which claim withdrawal, the Fraud Board, and the DMV consequence were discussed, together with any corresponding claim note and closure record.

9. Memory Reconstruction Versus Alleged Changed Story

Record: Some dates were initially reconstructed from memory.

For example, my initial recollection that the last substantive communication with Al occurred in May was a memory timestamp, not a representation that I had already audited every telephone record.

When later device records identified July communications, I corrected the chronology and preserved both the original recollection and the objective correction.

Dispute: A later evidence-based correction is not, without more, proof of fabrication.

The proper method is:

memory → locate contemporaneous record → correct chronology → preserve prior recollection.

Request: Where Progressive relied upon alleged changes in my chronology, please compare those statements against the actual recordings, device logs, claim records, and context in which the statements were made.

10. Disability and Effective-Communication Context

Record: My longstanding disability and psychiatric history predates this Progressive dispute.

During the July recordings, I expressly explained that I recorded conversations and processed them through AI because I was having difficulty retaining and processing codes and other information being communicated.

That disclosure occurred contemporaneously.

Dispute: This evidence does not automatically establish an ADA violation, nor does it establish that every chronology discrepancy was caused by disability.

It does establish that Progressive had direct notice of communication-processing difficulty during the dispute.

Request: Please preserve and review the communications showing what Progressive knew about my communication needs and how that information was handled.

Any separate ADA or disability-discrimination cause of action remains expressly reserved.

11. July 27 Regulatory Filing and Late-July Communications

Record: The complaint was submitted through NAIC State Based Systems on:

July 27, 2026.

Progressive communications continued on July 27, July 28, and July 31.

Primary audio from July 27 reflects management escalation and discussion of whether Progressive could find a way to provide coverage or whether the denial would remain.

The July 31 recording reflects Progressive continuing to require “concrete evidence” concerning the 6:25 p.m. timing issue.

I contemporaneously stated that I had submitted the evidence available to me and continued disputing the bumper damage.

Dispute: Rick Price’s August 3 regulatory response was prepared immediately after this late-July period.

The produced record does not establish whether he reviewed those communications before presenting Progressive’s account to SCDOI.

Request: Please require Progressive to identify whether Rick Price reviewed:

- July 27 audio;

- July 28 telephone and SMS records;
- July 31 audio;
- Al Christensen's late-July notes;
- management-escalation records;
- supervisor communications; and
- related claim-system activity

before submitting the August 3 response.

12. Raw Audio Was Transmitted Into the SCDOI Record

Record: My records reflect a separate SCDOI File 274045 correspondence repository containing multiple July 31 emails to Mr. Eddy with attachments.

The raw Progressive audio recordings were transmitted through that correspondence stream.

Dispute: The produced final-disposition record does not establish whether those primary files were listened to and compared against Progressive's retrospective summaries.

Request: Please confirm:

1. Whether the raw audio was received;
2. Whether it was indexed to File 274045;
3. Whether it was reviewed before the August 17 disposition;

4. Which office or employee performed that review; and
5. Whether it was compared against Progressive’s August 3 factual representations.

If the audio was not reviewed, I request that it now be treated as primary evidence warranting Section VI follow-up.

13. Evidentiary Asymmetry in Progressive’s Regulatory Response

The record presents a recurring asymmetry.

Progressive repeatedly emphasizes my alleged failure to provide:

- telephone records;
- surveillance footage; and
- corroborating evidence.

Meanwhile, the presently produced regulatory record does not contain or identify much of Progressive’s own primary evidence supporting the conversations attributed to me, including:

- complete call audio;
- claim-note audit history;
- SMS records;

- management-escalation records;
- Burger King investigative records;
- native payment data;
- and the complete documentary history of the asserted denial.

The issue is therefore not simply:

What did Alexander Pearce fail to provide?

The reciprocal regulatory question is:

If Alexander Pearce was required to prove his account, what primary evidence did Progressive use to prove its account?

14. August 7 Enterprise Security Restriction

Record: On August 7, Progressive Enterprise Security characterized unspecified recent communications as “abusive and unacceptable” and restricted future communication to writing.

The letter does not identify:

- the specific communication relied upon;
- the date;
- the employee involved;

- the words considered unacceptable;
- the recording reviewed;
- the internal referral source; or
- the decision-making record supporting the restriction.

This followed the July 27 regulatory filing and the late-July claim communications.

Dispute: Temporal proximity alone does not establish retaliation.

The chronology nevertheless makes the internal referral and underlying primary communications relevant to understanding the change in treatment.

Request: Please preserve this chronology in File 274045 and, to the extent within SCDOI's regulatory authority, require Progressive to identify the factual and procedural basis for the August 7 restriction.

Any retaliation theory remains reserved pending reconstruction of:

regulatory complaint → Progressive knowledge → subsequent action → internal decision-making → independent justification.

15. SCDOI’s Final Disposition and the Scope of This Rebuttal

I recognize that SCDOI expressly states that it cannot act as a court, adjudicate private liability, or finally resolve disputed contractual rights.

I am not asking it to do so.

The Department’s final disposition also states that future correspondence will be reviewed and filed and that a response may issue where new facts warrant follow-up.

The present submission invokes that procedure.

The question is not whether SCDOI must decide my eventual civil case.

The question is whether the regulatory record can reasonably be treated as complete where material primary evidence, investigative gaps, and internal inconsistencies remain unresolved.

16. Request for Targeted Market Conduct Review

S.C. Code Ann. § 38-13-10(B) permits SCDOI to conduct a targeted market-conduct examination where appropriate.

S.C. Code Ann. § 38-59-20 addresses specified improper claim practices where the statutory requirements, including sufficient frequency to constitute a general business practice, are satisfied.

I do not contend that this individual claim alone establishes that frequency requirement.

I request instead that File 274045 be treated as relevant market-analysis information and that SCDOI determine whether this matter, when considered together with other information available to the Department, warrants targeted review concerning:

- claims-investigation standards;
- accuracy of regulatory submissions;
- documentation of coverage decisions;
- reliance upon primary versus summarized evidence;
- treatment of evidence outside an insured’s control;
- claim communication practices;
- and preservation of material claim records.

17. Requested Regulatory Response

Consistent with Section VI of the final disposition, I respectfully request that SCDOI:

1. Associate this supplemental submission and all referenced primary evidence with File 274045.

2. Confirm the receipt, indexing, and review status of the raw audio transmitted to Mr. Eddy.

3. Obtain a point-by-point supplemental Progressive response addressing the evidentiary matters identified above.

4. Confirm whether the complete certified operative policy, declarations, and endorsements were obtained and reviewed.

5. Require Progressive to identify the primary evidence supporting its precise loss-time determination.

6. Require Progressive to identify or clarify the absence of the asserted May 13 denial letter.

7. Require Progressive to identify its Burger King surveillance-obtainment activity.

8. Require Progressive to identify its damage-causation investigation.

9. Require Progressive to identify the claim-withdrawal records and underlying communication concerning the DMV consequence.

10. Determine whether Rick Price reviewed the late-July communications before submitting the August 3 regulatory response.

11. Preserve and evaluate the August 7 Enterprise Security restriction as part of the complete claim-handling chronology.

12. Correct or supplement the regulatory record where primary evidence demonstrates that Progressive's original response was materially incomplete or inaccurate.

13. Determine whether the facts warrant referral for targeted Market Regulation review.

14. Advise what additional specific primary evidence SCDOI requires from me for Section VI follow-up.

This correspondence is submitted without waiver of any contractual, statutory, administrative, evidentiary, disability-access, tort, or judicial-review rights.

I respectfully request written confirmation that this submission has been associated with File 274045 and written notice of the Department’s next procedural step within ten (10) business days, or identification of the applicable review timeframe if a different period governs.
Warmest regards,

Alexander Pearce
Founder and CFO of 818 Phoenix Enterprises
Written by Awen, powered by Human AI^{2}™

Total hours to write this email: 5 hours 45 minutes (For ADA violation evidence)

From: Lindsay Chaffin [redacted]
Sent: Wednesday, 19 August 2026 17:04:17
To: [redacted]
[redacted] Alexander Pearce
[redacted]
Alexander "Phoenix" Pearce
[redacted]
Cc: Consumer Services Mailbox

[redacted]

Subject: Fw: SCDOI Final Disposition 274045

You don't often get email from [redacted] Learn why this is important

Good evening Mr. Pearce,

We are in receipt of your 8/19 correspondences. This information has been added to our State Based System.

Please note the department’s final disposition letter along with Progressive's initial responses were prepared for USPS certified mail delivery on 8/17. You may track that mailed package https://tools.usps.com/tracking/ .

Also, the electronic copy of the Department’s final disposition and Progressive response were sent via electronic delivery to you 8/18. We have included a copy for your convenience. Please review that response carefully.

In Service,

Lindsay Chaffin
Supervising Analyst
Office of Consumer Services
South Carolina Department of Insurance
1201 Main Street, Suite 1000
Columbia, SC 29201
o: (803) 737-6097
image image image

From: [redacted]

Sent: Tuesday, August 18, 2026 9:12 AM

To: [redacted]

[redacted]

Subject: SCDOI Final Disposition 274045

SCDOI

South Carolina Department of Insurance
1201 Main Street, Suite 1000
Columbia, SC 29201

Mailing Address
P.O. Box 100105
Columbia, SC 29202
Phone: 803-737-6180

August 18, 2026

Alexander Pearce
[redacted]

In Reply Refer to SCDOI File #: 274045
Insured/Complainant: /Alexander Pearce
PROGRESSIVE NORTHERN INSURANCE COMPANY

Dear Mr. Pearce,

The attached binder & supporting documents, which includes the Department's final disposition letter, are being provided to you via email and USPS certified mail. Your USPS tracking number is: [redacted].

Thank you for the opportunity to respond.

In service,

Lindsay Chaffin

Lindsay Chaffin
Supervising Analyst
Office of Consumer Services

ALITY NOTICE

This message and any attachments are from the NAIC and are intended only for the addressee. Information contained herein is confidential, and may be privileged or exempt from disclosure pursuant to applicable federal or state law. This message is not intended as a waiver of the confidential, privileged or exempted status of the information transmitted. Unauthorized forwarding, printing, copying, distribution or use of such information is strictly prohibited and may be unlawful. If you are not the addressee, please promptly delete this message and notify the sender of the delivery error by e-mail or by forwarding it to the NAIC Service Desk at

[redacted]

Formal Notice of Anticipated Litigation + Litigation Hold Demand – SCDOI File No. 274045

From: Alexander "Phoenix" Pearce
[redacted]
To: [redacted]
Cc: [redacted] [redacted]
Sent: Thursday, August 20 at 9:12 AM

August 20, 2026

Director Wise / Office of General Counsel:

Please accept this email as formal notice concerning South Carolina Department of Insurance File No. 274045.

I am the complainant in SCDOI File No. 274045 and am presently proceeding pro se. This correspondence constitutes formal notice that I reasonably anticipate litigation concerning the Department's administration, processing, handling, investigation, communication concerning, and disposition of File No. 274045, including matters relating to my requests for disability-related accommodation and effective communication.

I intend to pursue all claims and remedies that may be available under applicable federal and state law, including, where supported by the facts and governing law, claims arising under Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12131–12165, and its implementing regulations.

LITIGATION HOLD / PRESERVATION DEMAND

Because litigation is reasonably anticipated, the South Carolina Department of Insurance, together with its officers, employees, agents, contractors, information-technology personnel, legal personnel, records custodians, and any other persons or entities maintaining potentially relevant information on its behalf, is requested to take immediate steps to preserve all potentially relevant evidence.

The Department should suspend any routine destruction, deletion, overwriting, recycling, modification, purging, archival-destruction, or automatic-retention process that could result in the loss of information relevant to File No. 274045, my communications with the Department, my accommodation requests, or the Department's handling of the underlying complaint.

The preservation demand includes, without limitation:

- The complete administrative and consumer-services file for SCDOI File No. 274045, including all versions, attachments, supplements, notes, correspondence, and internal records.
- All emails, internal messages, memoranda, correspondence, letters, and electronic communications concerning me, File No. 274045, the underlying Progressive matter, or my communications with SCDOI.
- All telephone recordings, voicemail recordings, call logs, call metadata, transcripts, summaries, contemporaneous notes, and records relating to telephone communications involving me, including the August 4, 2026 communication involving Daniel and any subsequent internal handling or follow-up.
- All records showing communications, attempted communications, assigned personnel, reassignment, escalation, supervisory review, or lack of communication following the August 4, 2026 call and the Tuesday immediately following that call.
- All records concerning any disability disclosure, request for reasonable modification or accommodation, request concerning communication method, effective-communication issue, accessibility concern, or disability-related communication involving me.
- All records reflecting the Department's consideration, processing, acceptance, denial, limitation, modification, escalation, referral, or disposition of any request for

accommodation.

- All policies, procedures, manuals, training materials, directives, guidance, templates, decision trees, internal instructions, and standards concerning Title II of the ADA, disability accommodation, reasonable modification, effective communication, accessibility, and communications with individuals with disabilities that were in effect during the relevant period.
- All records identifying the personnel who reviewed, evaluated, investigated, supervised, approved, drafted, revised, or issued any disposition, determination, correspondence, or response in File No. 274045.
- All draft and final versions of disposition letters, determination letters, correspondence, investigative summaries, recommendations, memoranda, or other written conclusions relating to File No. 274045, including associated metadata.
- All audit logs, access logs, modification histories, system histories, database entries, timestamps, user-identification records, document-management-system information, and other metadata showing when the file or its constituent records were created, accessed, edited, reassigned, downloaded, transmitted, or deleted.
- All communications between SCDOI and Progressive or any Progressive-affiliated representative concerning File No. 274045, my policy, the underlying claim, my complaint, accommodation issues, or communications involving me.

- All documents, evidence, attachments, recordings, photographs, screenshots, links, submissions, supplemental submissions, or other materials supplied by me or supplied to SCDOI concerning File No. 274045.
- All records showing whether evidence submitted by me was opened, downloaded, accessed, reviewed, forwarded, indexed, stored, or otherwise considered.
- All investigative notes, work papers, supervisory notes, case-management records, consumer-services notes, internal annotations, and other nonprivileged materials concerning the handling of the complaint.
- All records concerning decisions to communicate or not communicate with me, including the method, timing, frequency, or substance of communications.
- All records relating to any consultation with legal personnel regarding my complaint, disability-related requests, accommodation requests, anticipated litigation, preservation duties, or the Department's response to my communications, subject to any privilege properly asserted under applicable law.
- All retention schedules, deletion schedules, auto-delete settings, email-retention rules, recording-retention rules, backup policies, and other information-governance requirements applicable to the foregoing records.
- All backup copies, archived copies, disaster-recovery copies, cloud-hosted copies, locally stored copies, and other duplicates of potentially relevant

electronically stored information.

- Any other documents, electronically stored information, recordings, tangible evidence, or metadata that reasonably may bear upon the claims, defenses, damages, chronology, communications, administrative handling, or accommodation issues arising from File No. 274045.

This preservation demand expressly encompasses electronically stored information in its native format with associated metadata, where reasonably available. Where potentially relevant information is subject to automatic deletion, overwriting, recycling, or expiration, reasonable measures should be taken promptly to prevent its destruction.

Please provide written confirmation within seven (7) calendar days of receipt that this preservation notice has been transmitted to the appropriate custodians and personnel, that reasonable preservation measures have been implemented, that routine deletion or destruction processes affecting potentially relevant evidence have been suspended where necessary, and that the Department has identified an appropriate point of contact for future communications concerning this notice.

This correspondence is not intended to constitute an exhaustive statement of my factual allegations, legal theories, claims, damages, requested relief, or evidence. I expressly reserve all rights, claims, causes of action, objections, procedural remedies, administrative remedies, equitable remedies, and other relief available under federal or South Carolina law.

Please associate this correspondence with SCDOI File No. 274045.

Kind regards,

Alexander Francisco Pearce
Pro Se