

PROGRESSIVE CLAIMS  
PO BOX 94670  
CLEVELAND, OH 44101-9919

**PROGRESSIVE**

Charles T Herd  
509 EUCHEE RD  
TEN MILE, TN 37880

**Underwritten by:**

Progressive Casualty Insurance Company

**Claim Number:** 25-232015141

**Loss Date:** May 21, 2025

**Loss State:** TN

## Reservation of Rights

August 06, 2025

Dear Charles T Herd,

I am handling this claim on behalf of the above Progressive Casualty Insurance Company ("the Company"). The purpose of this letter is to advise you that we are handling this claim under a Reservation of Rights, as more fully explained below. This is not a denial of coverage, but it is possible that coverage may be denied, in whole or in part, in the future. Please read this letter carefully and contact us to discuss any questions you may have.

**The investigation to date reveals that:**

A claim was made for a vehicle that is not listed on the policy referenced below and that the driver of that vehicle is also not on the policy at the date of loss.

The policy at issue, policy 930700834 (Form 9611 TN (12/15)) effective from December 25, 2024 to expiration date June 25, 2025 ("your policy") provides, in relevant part:

### **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 en-dorsements to this policy.

### **GENERAL DEFINITIONS**

The following definitions apply throughout the policy. Defined terms are printed in **bold-face** type and have the same meaning whether in the singular, plural, or any other form.

1. "**Additional auto**" means an **auto you** become the owner of during the policy pe-riod that does not permanently replace an **auto** shown on the **declarations page** if:
  - a. **we** insure all other **autos you** own;
  - b. the **additional auto** is not covered by any other insurance policy;
  - c. **you** notify **us** within 30 days of becoming the owner of the **additional auto**; and

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d. **you** pay any additional premium due.

An **additional auto** will have the broadest coverage **we** provide for any **auto** shown on the **declarations page**. If **you** ask **us** to insure an **additional auto** more than 30 days after **you** become the owner, any coverage **we** provide will begin at the time **you** request coverage.

5. "**Covered auto**" means:

a. any **auto** or **trailer** shown on the **declarations page** for the coverages applicable to that **auto** or **trailer**;

b. any **additional auto**;

c. any **replacement auto**; or

d. a **trailer** owned by **you**.

6. "**Declarations page**" means the document showing **your** coverages, limits of liability, **covered autos**, premium, and other policy-related information. The **declarations page** may also be referred to as the Auto Insurance Coverage Summary.

9. **Rated resident** means a person residing in the same household as you at the time of the loss who is not a relative, but only if that person is both:

a. Listed in the drivers and household resident's section on the declarations Page; and

b. Not designated as either an excluded or a list only driver.

10. **Relative** means a person residing in the same household as you, and Related to you by blood, marriage or adoption, and includes a ward, stepchild, Or foster child. Your unmarried dependent children temporarily away from home Will qualify as a relative if they intend to continue to reside in your Household.

11. "**Replacement auto**" means an **auto** that permanently replaces an **auto** shown on the **declarations page**. A **replacement auto** will have the same coverage as the **auto** it replaces if the **replacement auto** is not covered by any other insurance policy. However, if the **auto** being replaced had coverage under Part IV—Damage To A Vehicle, such coverage will apply to the **replacement auto** only during the first 30 days after **you** become the owner unless **you** notify **us** within that 30-day period that **you** want **us** to extend coverage beyond the initial 30 days. If the **auto** being replaced did not have coverage under Part IV—Damage To A Vehicle, such coverage may be added, but the **replacement auto** will have no coverage under Part IV until **you** notify **us** of the **replacement auto** and ask **us** to add the coverage.

15. **We, us and our** mean the underwriting company providing the insurance, as shown on the declarations page.

## **PART I—LIABILITY TO OTHERS**

### **INSURING AGREEMENT**

If **you** pay the premium for this coverage, **we** will pay damages for **bodily injury** and **property damage** for which an **insured person** becomes legally responsible because of an accident.

Damages include prejudgment interest awarded against an **insured person**.

**We** will settle or defend, at **our** option, any claim for damages covered by this Part I.

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### **ADDITIONAL DEFINITIONS**

When used in this Part I:

1. **Insured person** means:

- a. You, a relative, or a rated resident with respect to an accident arising out of the ownership, maintenance or use of an auto or a trailer;
- b. Any person who is not insured for liability coverage by any other insurance policy, self-insurance program, or financial responsibility bond with respect to an accident arising out of that person's use of a covered auto with the permission of you, a relative, or a rated resident;
- c. Any person or organization with respect only to vicarious liability for the Acts or omissions of a person described in a. or b. above; and
- d. Any additional interest shown on the declarations page with respect only to its liability for the acts or omissions of a person described in a. or b. above.

Exclusions

12. bodily injury or property damage arising out of the ownership, maintenance or use of any vehicle owned by you or furnished or available for your regular use, other than a covered auto for which this coverage has been purchased;

13. bodily injury or property damage arising out of the ownership, maintenance or use of any vehicle owned by a relative or a rated resident or furnished or available for the regular use of a relative or a rated resident, other than a covered auto for which this coverage has been purchased. This exclusion does not apply to your maintenance or use of such vehicle;

### **PART IV - DAMAGE TO A VEHICLE**

#### **INSURING AGREEMENT—COLLISION COVERAGE**

If **you** pay the premium for this coverage, **we** will pay for sudden, direct and accidental loss to a:

1. **covered auto**, including an attached **trailer**; or
2. **non-owned auto**;

And its **custom parts or equipment**, resulting from **collision**.

In addition, **we** will pay the reasonable cost to replace any child safety seat damaged in an accident to which this coverage applies.

### **ADDITIONAL DEFINITIONS**

When used in this Part IV:

4. "**Non-owned auto**" means an **auto** that is not owned by or furnished or available for the regular use of **you**, a **relative**, or a **rated resident** while in the custody of or being operated by **you**, a **relative**, or a **rated resident** with the permission of the owner of the **auto** or the person in lawful possession of the **auto**.

### **Part VI- DUTIES IN CASE OF ACCIDENT OR LOSS**

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You or the person seeking coverage must provide us with all accident or loss information including time, place, and how the accident or loss happened. You or the person seeking coverage must also obtain and provide us the names and addresses of all persons involved in the accident or loss, the names and addresses of any witnesses, and the license plate numbers of the vehicles involved.

A person seeking coverage must:

1. cooperate with us in any matter concerning a claim or lawsuit;
2. provide any written proof of loss we may reasonably require;
3. allow us to take signed and recorded statements, including sworn statements and examinations under oath, which we may conduct outside the presence of you or any other person seeking coverage, and answer all reasonable questions we may ask as often as we may reasonably require;
4. promptly call to notify us about any claim or lawsuit and send us any and all legal papers relating to the claim or suit;
5. attend hearings and trials as we require;
6. take reasonable steps after a loss to protect the covered auto, or any other vehicle for which coverage is sought, from further loss. We will pay reasonable expenses incurred in providing that protection. If failure to provide such protection results in further loss, any additional damages will not be covered under this policy;
7. allow us to have the damaged covered auto, or any other damaged vehicle for which coverage is sought, inspected and appraised before its repair or disposal;
8. submit to medical examinations at our expense by doctors we select as often as we may reasonably require; and
9. authorize us to obtain medical and other records.

## **Part VII – GENERAL PROVISIONS**

### **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.

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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. **We** may do this at any time, including after the occurrence of an accident or loss.

However, if **we** void this policy, and it has been certified as proof of financial responsibility, the voiding of this policy shall not affect coverage under Part I—Liability To Others, up to the minimum limits of liability coverage mandated by the motor vehicle financial responsibility law of Tennessee, for an accident that occurs before **we** notify the named insured that the policy is void.

When **we** have not voided or reformed the policy, **we** may still deny coverage for an accident or loss if **you**, in connection with the policy application, in connection with any requested change, or at any time during the policy period, have concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct and that concealment, misrepresentation, or fraudulent conduct was material to a risk **we** assumed.

**We** may deny coverage for an accident or loss if **you** or a person seeking coverage has concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

If **we** void this policy or deny coverage due to fraudulent conduct, **you** must reimburse **us** if **we** make a payment.

#### **Auto Policy Endorsement**

Your policy is amended as follows:

##### **Part IV — Damage To A Vehicle**

The following exclusion is added:

To a covered auto while being operated by a driver who, at the time of the loss, was not listed on your declarations page and who was residing in your household as a permanent resident or as a temporary guest.

This exclusion does not apply to the following situations:

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- a. The driver operating the covered auto started residing in your household as a permanent resident or as a temporary guest no more than 185 days prior to the loss;
- b. The driver operating the covered auto became a licensed driver no more than 185 days prior to the loss;
- c. At the time of the loss, the driver operating the covered auto was insured by another policy of insurance that provides automobile liability insurance coverage for that driver's use of your covered auto;
- d. At the time of the loss, the driver was operating the covered auto to obtain emergency medical treatment for a passenger in the covered auto; or
- e. At the time of the loss, the driver was operating the covered auto because all other licensed drivers in the covered auto were intoxicated, and the driver was not intoxicated. Coverage applies only if someone reports the loss to the police or civil authority within 24 hours or as soon as practicable after the loss occurred.

This exclusion applies to collision coverage only.

All other terms, limits, and provisions of this policy remain unchanged.

If we do not hear from you within 10 calendar days we will assume you have no additional information to provide and will review and handle your claim accordingly.

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

- A recorded statement regarding the facts of loss and use of the unlisted vehicle
- Documents supporting the date of loss
- Cooperation with us in any matter concerning this claim

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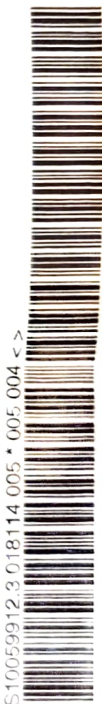
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CHARLES T HERD  
509 EUCHEE RD  
TEN MILE, TN 37880



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.

Pursuant to TN ADC 0780-01-05.08, this letter is to notify you that you may file a complaint with the Department of Consumer Insurance Services. For your convenience, their contact information is listed below.

Consumer Insurance Services  
500 James Robertson Pkwy  
Nashville, TN 37243  
1-800-342-4029

<https://tn.gov/commerce/topic/commerce-file-a-complaint>

If you have any questions, please contact me.

Misael Ramirez  
Claims Department

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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. The Company 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 for 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 on your policy that would apply to this claim. Please provide the required documentation. The failure to do so may affect your rights under the policy and the Company may not be responsible for this reported loss.

At a later date, further information may become available that may prompt further coverage questions 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.

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