

DEMAND LETTER

[LAW FIRM LETTERHEAD]

[Attorney Name]

[Law Firm Name]

[Street Address]

[City, State ZIP]

[Phone Number]

[Email Address]

Date: November 21, 2025

VIA CERTIFIED MAIL AND EMAIL

The Hanover Insurance Company

Claims Department

[Claims Address]

RE: Demand for Settlement

Our Client: Marsel Hoxha

Your Insured: Donald J. Martin

Date of Loss: [Date of Collision]

Your Claim Number: [Hanover Claim Number]

Our File Number: CASE-2025-11-556YH

Vehicle: Massachusetts Plate 249U

I. REPRESENTATION AND PURPOSE

This office represents **Marsel Hoxha** in connection with injuries and damages sustained as a result of a

motor vehicle collision caused by your insured, Donald J. Martin, on [Date of Collision]. This letter constitutes a formal demand for settlement of all claims arising from this incident.

We demand payment of **Thirty Thousand Dollars (\$30,000.00)** to fully and finally resolve all claims for personal injuries sustained by our client. This demand is made in good faith and is supported by the facts, liability, and damages outlined below.

--

II. FACTUAL BACKGROUND

A. The Collision

On [Date of Collision], at approximately [Time], our client, Marsel Hoxha, was operating his Jeep in a lawful and prudent manner on [Roadway Name] in [City/Town], Massachusetts. Mr. Hoxha was **completely stopped** with his brake lights illuminated when your insured, Donald J. Martin, operating Massachusetts registration 249U, **failed to stop** and **rear-ended our client's vehicle with significant force**.

The impact was severe enough to push Mr. Hoxha's Jeep forward, causing a light secondary contact with a vehicle ahead. The driver of the front vehicle reported minimal to no damage and departed the scene after confirming there were no issues. Our client remained in his lane throughout and did not contribute in any way to the collision.

B. Liability is Clear and Undisputed

Under Massachusetts law, a rear-end collision creates a presumption of negligence on the part of the following driver. Your insured's negligence is established by the following facts:

Mr. Hoxha was completely stopped with brake lights illuminated

Your insured failed to maintain a safe following distance as required by Massachusetts law

Your insured failed to stop in time to avoid the collision

The damage pattern confirms liability: major rear-end damage with minor front bumper contact consistent with a stationary vehicle struck from behind

Dashcam video footage conclusively documents the collision sequence and our client's stopped position

Your insured's failure to maintain proper control and safe distance directly and proximately caused this collision. There are no comparative negligence issues—our client was stationary and blameless.

C. Objective Evidence of Liability

We possess compelling evidence establishing your insured's complete fault:

Dashcam Video Footage: Our client's vehicle was equipped with a dashcam that recorded the entire incident. This footage conclusively demonstrates that Mr. Hoxha was fully stopped when struck from behind by your insured.

Photographic Documentation: Our client photographed the damage immediately after the collision, including:

- Rear center bumper damage
- Both rear corner damage
- Liftgate seam misalignment
- Right rear quarter panel and wheel arch damage
- Front license plate bracket and bumper (minor secondary contact)
- Multiple angles documenting all affected areas

Damage Pattern Analysis: The severe rear-end damage coupled with minimal front-end contact is entirely consistent with—and diagnostic of—a stationary vehicle being struck forcefully from behind. This damage pattern independently corroborates our client's account and the dashcam footage.

III. INJURIES AND MEDICAL TREATMENT

A. Immediate Post-Collision Symptoms

As a direct and proximate result of your insured's negligence, our client sustained painful and debilitating injuries. Immediately following the collision, Mr. Hoxha experienced:

- Severe neck pain and stiffness
- Upper and lower back soreness
- Headache
- Dizziness
- Nausea

These symptoms are classic indicators of soft tissue injuries and cervical strain resulting from the sudden deceleration and impact forces in a rear-end collision.

B. Medical Treatment to Date

Mr. Hoxha sought immediate medical attention following the collision:

Emergency/Urgent Care Treatment: Our client presented to [Emergency Room/Urgent Care Facility Name] on [Date of Treatment], where he was evaluated and treated for his injuries. The examining physician documented his complaints of neck pain, back pain, headache, dizziness, and nausea.

Medications Prescribed: To manage his pain and symptoms, Mr. Hoxha has been taking:

- Tylenol (acetaminophen) for pain management
- Ibuprofen (NSAID) for pain and inflammation

Ongoing Symptoms: Despite treatment and medication, Mr. Hoxha continues to experience:

- [ATTORNEY TO INSERT: specific ongoing symptoms from medical records]
- [ATTORNEY TO INSERT: functional limitations and daily life impact]
- [ATTORNEY TO INSERT: sleep disturbances or other secondary effects]

C. Additional Treatment Needs

Given the nature and severity of our client's injuries, additional medical treatment may be necessary, including but not limited to:

- Follow-up physician appointments
- Physical therapy and rehabilitation
- Diagnostic imaging (MRI, CT scan) if symptoms persist
- Pain management treatment
- Specialist consultations (orthopedic, neurological, or psychiatry)

We reserve the right to supplement this demand with additional medical expenses and treatment costs as our client's care continues.

D. Medical Expenses

Our client has incurred medical expenses as a direct result of your insured's negligence:

| Medical Provider | Date of Service | Amount |

|-----|-----|-----|

| [Emergency Room/Urgent Care Facility] | [Date] | \$[Amount] |

| [Pharmacy/Medications] | [Date] | \$[Amount] |

| [Follow-up Treatment] | [Date] | \$[Amount] |

| [Additional Treatment] | [Date] | \$[Amount] |

| **TOTAL MEDICAL EXPENSES TO DATE** || \$[Total Amount] |

Documentation of all medical expenses, including itemized bills and records, is available upon request and will be provided during settlement negotiations.

IV. PAIN, SUFFERING, AND LOSS OF ENJOYMENT OF LIFE

Beyond the economic damages, our client has endured significant non-economic damages that warrant substantial compensation.

A. Physical Pain and Suffering

Mr. Hoxha has experienced and continues to experience considerable physical pain as a result of this collision:

- Acute Pain: Immediate onset of severe neck and back pain following the collision
- Chronic Discomfort: Ongoing soreness and stiffness that interferes with daily activities
- Limited Mobility: Difficulty with normal range of motion in the neck and back
- Sleep Disruption: Pain and discomfort affecting ability to sleep restfully
- Medication Dependence: Ongoing need for pain medication to manage symptoms

B. Mental and Emotional Distress

The collision and resulting injuries have caused Mr. Hoxha significant emotional and psychological distress:

- Anxiety about driving and being in traffic
- Fear of being rear-ended again
- Stress related to medical treatment and recovery
- Frustration with physical limitations
- Concern about long-term effects and future treatment needs

C. Loss of Enjoyment of Life

Mr. Hoxha's injuries have substantially impaired his ability to enjoy his normal activities:

- [ATTORNEY TO INSERT: specific recreational activities client can no longer perform]

- [ATTORNEY TO INSERT: family activities or hobbies affected]
- [ATTORNEY TO INSERT: social or community involvement limitations]
- [ATTORNEY TO INSERT: exercise or fitness routine disruptions]

These limitations are not merely inconvenient—they represent a fundamental impairment of Mr. Hoxha's quality of life and ability to enjoy the activities that give his life meaning and satisfaction.

D. Lost Wages and Loss of Earning Capacity

[ATTORNEY TO INSERT: If applicable - details of time missed from work, wage loss calculations, and documentation]

Our client has suffered economic losses due to time missed from work for medical treatment and recovery:

Period of Loss	Dates	Amount
-----	-----	-----
[Description]	[Date Range]	\$[Amount]
TOTAL LOST WAGES	 	\$[Total Amount]

V. PROPERTY DAMAGE

While this demand focuses primarily on personal injury damages, we note that our client's vehicle sustained significant damage in this collision:

A. Vehicle Damage

Mr. Hoxha's Jeep sustained substantial damage, including:

Rear-End Damage (Primary Impact Zone):

- Rear bumper cover, absorber, and reinforcement
- Rear sensors and reflector assemblies
- Right rear trim and molding
- Liftgate alignment issues
- Extensive paint and refinishing requirements

Front-End Damage (Secondary Contact):

- Front license plate bracket replacement
- Front bumper refinishing

Hidden/Potential Damage:

- Rear sensor wiring and connections
- ADAS (Advanced Driver Assistance Systems) calibration requirements
- Wheel alignment needs
- Structural components requiring inspection

B. Ancillary Property Losses

Additional property-related damages include:

- Rental vehicle costs during repairs
- Loss of use of vehicle
- Towing and storage fees (if applicable)
- ADAS system calibration costs
- Wheel alignment services
- Diminished value of vehicle

Property Damage Claim Status: Our client has filed a property damage claim with his own carrier, MAPFRE Insurance (Claim No. AU10769451), which may seek subrogation recovery from your insured. This personal injury demand is separate and independent from any property damage resolution.

VI. SUMMARY OF DAMAGES

The total damages sustained by our client as a direct and proximate result of your insured's negligence include:

Category	Amount
Medical Expenses (Past)	\$[Amount]

Medical Expenses (Past)	\$[Amount]
-------------------------	------------

| **Medical Expenses (Future/Anticipated)** | \$[Amount] |

| **Lost Wages** | \$[Amount] |

| **Pain and Suffering** | \$[Amount] |

| **Loss of Enjoyment of Life** | \$[Amount] |

| **Emotional Distress** | \$[Amount] |

| **TOTAL DEMAND** | **\$30,000.00** |

VII. LEGAL BASIS FOR LIABILITY

Your insured's liability is established under multiple legal theories:

A. Negligence

Your insured, Donald J. Martin, owed a duty to operate his vehicle in a reasonable and prudent manner, including maintaining a safe following distance and keeping proper lookout. He breached this duty by:

Failing to maintain a safe following distance

Failing to keep a proper lookout ahead

Failing to stop in time to avoid striking our client's stopped vehicle

Failing to maintain proper control of his vehicle

This breach directly and proximately caused our client's injuries and damages.

B. Statutory Violations

Your insured's conduct violated Massachusetts traffic laws, including but not limited to provisions requiring operators to maintain safe distances and proper control of their vehicles. These violations constitute negligence per se.

C. Presumption of Negligence in Rear-End Collisions

Under Massachusetts law, when a vehicle strikes another vehicle from behind, there is a rebuttable presumption that the rear driver was negligent. The facts of this case not only support this presumption but make it conclusive—your insured rear-ended a completely stopped vehicle with illuminated brake lights.

VIII. INSURANCE COVERAGE

We are informed and believe that The Hanover Insurance Company provided liability coverage for Donald J. Martin at the time of this collision. As the liability carrier, The Hanover Insurance Company is responsible for damages caused by your insured's negligence up to the applicable policy limits.

We request confirmation of:

Coverage in effect on the date of loss

Applicable policy limits for bodily injury liability

Name and contact information of the assigned claims adjuster

Your claim number for this incident

IX. SETTLEMENT DEMAND

This office demands payment of **Thirty Thousand Dollars (\$30,000.00)** to fully and finally resolve all claims for personal injuries sustained by Marsel Hoxha arising from the collision on [Date of Collision].

A. Demand Terms

This demand is subject to the following terms:

Amount: \$30,000.00 (Thirty Thousand Dollars)

Time for Acceptance: This demand shall remain open for thirty (30) days from the date of this letter, expiring on December 21, 2025

Payment Terms: Payment must be made by certified check or wire transfer within seven (7) days of acceptance

Release: Upon receipt of full payment, our client will execute a reasonable general release of all claims arising from this incident

Confidentiality: The parties may agree to reasonable confidentiality provisions if desired by your carrier

B. Demand is Subject to Increase

Please be advised that this demand is based on our client's condition and damages **as of the date of this letter**. If our client's condition worsens, if additional treatment becomes necessary, or if complications arise,

we reserve the right to increase this demand accordingly.

C. Consequences of Rejection

Should The Hanover Insurance Company reject this reasonable settlement demand, please be advised:

Litigation Costs: Our client will be forced to incur additional attorney's fees and litigation costs, which may be recoverable

Additional Damages: Continued pain and suffering, additional medical treatment, and other damages will increase the total value of the claim

Pre-Judgment Interest: Massachusetts law provides for pre-judgment interest on damages, which will accrue from the date of loss

Offer of Judgment: We may file an Offer of Judgment under Massachusetts law, which could result in your exposure to attorney's fees and costs if the ultimate recovery exceeds the offer

Trial Risk: A jury may award damages significantly in excess of this settlement demand based on sympathy for an innocent victim struck by your insured's negligence

X. SUPPORTING DOCUMENTATION

The following evidence supports our client's claims and is available for your review:

Dashcam Video Footage: Complete video recording of the collision showing our client stopped when struck

Photographic Evidence: Comprehensive photo documentation of vehicle damage from all angles

Medical Records: Emergency room/urgent care records documenting injuries and treatment

Medical Bills: Itemized billing statements for all treatment to date

Prescription Records: Documentation of prescribed medications

Wage Loss Documentation: [If applicable - pay stubs, employer verification, tax records]

Police Report: [If available - official accident report documenting the collision]

Witness Information: [If applicable - contact information for independent witnesses]

We will provide copies of relevant documentation upon request and as appropriate during settlement negotiations.

XI. RESERVATION OF RIGHTS

Our client expressly reserves all rights, including but not limited to:

The right to supplement this demand with additional medical expenses and treatment costs

The right to increase the demand if our client's condition worsens or complications arise

The right to pursue all available legal remedies if settlement is not reached

The right to claim all damages legally available under Massachusetts law

The right to pursue claims against any other responsible parties

All rights under [Massachusetts General Laws](<https://malegislature.gov/Laws/GeneralLaws>) and common law

Nothing in this demand letter shall be construed as a waiver of any rights, claims, or causes of action.

XII. DEMAND FOR RESPONSE

We demand a substantive response to this settlement demand within **fifteen (15) days** of receipt. Your response should include:

Confirmation of coverage for your insured on the date of loss

Confirmation of applicable policy limits

Assignment of a claims adjuster with contact information

Your claim number for this matter

Your position on liability

Your evaluation of damages

A settlement offer or counter-offer, if any

If we do not receive a substantive response within fifteen (15) days, we will assume The Hanover Insurance Company is not interested in good faith settlement negotiations, and we will advise our client accordingly regarding litigation options.

XIII. PRESERVATION OF EVIDENCE

NOTICE: This letter serves as formal notice to preserve all evidence related to this collision, including but

not limited to:

- All claim file materials and internal communications
- Any statements taken from your insured or witnesses
- Any photographs or video obtained by your insured or company
- Any investigation reports or findings
- All correspondence and documentation related to this claim
- Electronic data, including metadata

Failure to preserve such evidence may result in spoliation claims and adverse inference instructions at trial.

XIV. COMMUNICATION PROTOCOL

All future communications regarding this matter should be directed to the undersigned attorney. **Do not contact our client directly.** Mr. Hoxha is represented by counsel, and all communications must go through this office.

Contact Information:

[Attorney Name]

[Law Firm Name]

[Street Address]

[City, State ZIP]

Phone: [Phone Number]

Email: [Email Address]

File Number: CASE-2025-11-556YH

XV. CONCLUSION

The facts and evidence in this case conclusively establish your insured's liability. Our client, Marsel Hoxha, was a completely innocent victim—stopped with brake lights illuminated—when your insured's negligence resulted in this collision. The dashcam video removes any doubt or dispute about fault.

Mr. Hoxha has suffered painful injuries, undergone medical treatment, and experienced significant disruption to his life through no fault of his own. He is entitled to full and fair compensation for all damages sustained.

The settlement demand of \$30,000.00 represents a reasonable resolution of this claim and provides The Hanover Insurance Company with an opportunity to resolve this matter efficiently and economically, avoiding the substantial costs, risks, and uncertainties of litigation.

We expect The Hanover Insurance Company to handle this claim in good faith and to make a reasonable settlement offer within the thirty (30) day deadline. Failure to do so will leave our client with no choice but to pursue his legal remedies through formal litigation.

We look forward to your prompt response and to resolving this matter fairly and expeditiously.

Respectfully submitted,

[Attorney Signature]

[Attorney Name], Esq.

[Bar Number]

[Law Firm Name]

[Street Address]

[City, State ZIP]

Phone: [Phone Number]

Email: [Email Address]

Attorney for Plaintiff Marsel Hoxha

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Demand Letter was sent via certified mail, return receipt requested, and via email to The Hanover Insurance Company, Claims Department, on this 21st day of November, 2025.

[Attorney Signature]

[Attorney Name], Esq.

--

Enclosures:

- [List specific documents being enclosed, such as medical records, bills, photographs, etc.]

cc: Marsel Hoxha (client)