

Ron Korkut
#210 – 31 Reliance Ct.
New Westminister BC V3M 6C6,
(604) 523 3430, rkorkut@shaw.ca

June 7, 2009

Shelley Dickson
1320 3rd Avenue
New Westminister BC V3M 5T4

Dear Mrs. Dickson,

REF. Pattulo bridge **hit and run incident** on May 31, around 4:00PM.
ICBC: Claim#: N581704-1, Surrey RCMP report#:09-63940.

INCIDENT: When I was driving on the right lane at the pace of the traffic, less than 60km/h, someone in a white Aerostar cargo van, (LP: 626 LHN) hit me at the left side of my rear bumper and drove away. The impact was so strong that I lost control of my vehicle and luckily stopped without skidding onto the incoming traffic. My car's rear left quarter panel, driver door, front and rear bumpers were seriously damaged and my car is now a writeoff; even though I did not have any serious physical injuries. It is very hard to think of an excuse for hitting a vehicle travelling on the right lane with the pace of traffic on a day of perfect visibility.

The fact that the Aerostar driver (your client) did not report the incident as an accident and his failure to come forward and apologize to me, makes me worry about my life. I fear of being murdered in a hit and run type traffic accident; even though, I have no enemies.

As the days go by without hearing from this person, my fear of driving is growing stronger, because I cannot stop thinking the possibility of the incident was a "failed attempt to murder" me and its reoccurrence.

Recently, I bought a motorcycle, because I love riding and need a second vehicle from time to time. Nevertheless, I cannot control the fear of getting hit by the same person as long as your client is not corrected and hesitant to come forward to explain the reasons of his actions.

As long as your client is at large and silent, my fear of riding and driving is bound to grow and I fear from developing a traumatic driving and riding phobia in the future.

Therefore, please inform and advise your client involved in this incident to come forward and apologize to me for his wrong actions and, substantiate his remorse by showing his will to compensate my intangible losses.

Sincerely,

Ron Korkut

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As long as your client is at large and silent, my fear of riding and driving is bound to grow and I fear from developing a traumatic driving and riding phobia in the future.

Therefore, please inform and advise your client involved in this incident to come forward and apologize to me for his wrong actions and, substantiate his remorse by showing his will to compensate my intangible losses.

Sincerely,

Ron Korkut

Ron Korkut
#210 – 31 Reliance Ct.
New Westminster BC V3M 6C6,
(604) 523 3430, ron@ethicsfirst.ca

June 23, 2009

Constable Moon, RCMP

14355 57 Avenue
Surrey BC V3X 1A9
(Ref . Report# 09-63940)

Dear Constable Moon,

REF. Pattulo bridge hit-and-run-incident, May 31, 2009, 4:00PM.
Surrey RCMP report#: 09-63940, ICBC: Claim#: N581704-1,

I am not able to get in touch with Shelley Dickson van Stolk, Claims Representative. Apparently, ICBC is reluctant to settle this case. I have no choice but take a legal action.

Please send me a copy of the document indicating that the offender is charged with hit and run and a copy of your report 09-63940. Thanks in advance.

Sincerely,

Ron Korkut

Ron Korkut
#210 – 31 Reliance Ct.
New Westminster BC V3M 6C6,
(604) 523 3430, ron@ethicsfirst.ca

July 6, 2009

Constable Moon, RCMP

14355 57 Avenue
Surrey BC V3X 1A9
(Ref . Report# 09-63940)

Dear Constable Moon,

REF. Pattulo bridge hit-and-run-incident, May 31, 2009, 4:00PM.
Surrey RCMP report#: 09-63940, ICBC: Claim#: N581704-1,

I have received the report #09-63940. Nevertheless, the significant information was blacked out. I would like to know the following information for my claim:

1. Is Stewart Taylor fully liable for the collision?
2. What charges were laid on him?
3. Is there any trial for this case?
4. Are you going to notify me for the trial?
5. If he pays my damages within reason and if I withdraw my complaint, can you drop the charges?

Thanks in advance.

Sincerely,

Ron Korkut

June 18, 2010

Further to my last email confirming receipt of your letter I wanted to also tell you that I have mailed a response letter to you today.

Jason

.....
Jason Gray
New Westminster Claim Services, Centre Manager
Claims Field Services
ICBC building trust. driving confidence.
.....

June 17, 2010
Yes, I did receive your letter.

Jason
Jason Gray

From: ron korkut <rkorkut@shaw.ca>
To: Gray, Jason
Sent: Thu Jun 17 18:52:56 2010
Subject: Confirmation

Mr. Gray, Please confirm the receipt of my letter dated June 8, 2010. Thanks.
Ron Korkut

Mr. Gray,
Please confirm the receipt of my letter attached or respond to it. Thanks.
Ron Korkut
May 13, 2010

April 26, 2010

Dear Mr. Korkut,

The purpose of my wanting to meet with you was so I could get a better understanding of what exactly you are claiming as “damages” from this motor vehicle accident. I am having trouble understanding your logic in this regard and I was hoping that a face to face meeting might clarify things for both of us.

In pass conversations you advised me the damages for your vehicle were taken care of and you didn't have

any outstanding expenses for property damage. Is that correct? You also advised me that you didn't have a

physical injury from this accident, albeit you were sore for a couple days, but overall you were physically fine?

You did however mention you had a fear of having almost been killed. I would presume then that you are

making a claim for a for a psychological injury and treatment you received as a result of those injuries?

I think that part of the problem with this situation is that there is uncertainty as to what “damages” you actually

incurred as a result of this accident and whether those damages are actually compensable. Please specify exactly what injuries

you sustained, what medical treatment you received, and what damages you are claiming for. If your claim for

damages include wage loss or medical expenses, I will need proof of such pecuniary loses so documentation

will be required. If you need help from us securing this documentation, please let me know.

I will await your response.

Sincerely,

Jason Gray

.....

Jason Gray

New Westminster Claim Services, Centre Manager

Claims Field Services

Apr. 21, 2010

Dear Mr. Korkut,

I left a message at your home (604) 523-3430 for you to call me. I would like to arrange a meeting if agreeable with you, so I can address your questions and possibility bring this situation to conclusion for you.

If you are interested in such a meeting, please let me know. If you would like someone to accompany you to the meeting, I would also be happy to consider that.

You can reach me at 604 527-8702.

Sincerely,

Jason Gray

.....

Jason Gray

New Westminster Claim Services, Centre Manager

April 6 2010

Dear Mr. Korkut,

I will not be sending a signed copy of my last email or this one for that matter. The intent of my correspondence

with you was in hopes that we might resolve your claim, and that I might be able to explain our position. Basically,

they were intended for negotiation purposes only. My correspondence wasn't intended as documentation for legal process.

If that is what you wish, I will not correspond further in email and we will respond only in written letter format through our counsel.

I trust you are aware of the limitation date for your claim? ICBC will not be extending that date. We further

don't acknowledge that you have a claim because there will be a dispute over the established facts of this case

and whether claims for compensation made by you are even compensable in BC law.

I have no idea what the "market value" for your claim is, so I can't respond to your question.

Yours truly,

Jason Gray

.....
Jason Gray

New Westminster Claim Services, Centre Manager

Claims Field Services

ICBC building trust. driving confidence.

.....
1320 - 3rd Ave. |

New Westminster | British Columbia | V3M 5T4

telephone: 604-527-8702 | **mobile:** 604-219-0335

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Mar. 16, 2010

Mr. Korkut,

It has always been my intention to try and resolve your claim. If however that means paying the amount which you last requested, which was Mr. Taylor's third party policy limits, than I can't help you. I simply can't justify paying that amount based on the information we currently have because I don't believe that is fair compensation for your claim. If you have case law or additional information you would like us to consider, I would be happy to review it. I would also encourage you get a legal opinion on the worth of your claim as this too many assist everyone in resolving the matter for you.

I do have the final authority at this office for your claim. If you wish to appeal my decision, you may do so through

our Customer Relations department (604 661-2100). They will then review your file to make sure that we have followed Corporate policies and procedures and they may review it with senior leadership.

Sincerely,

Jason Gray

.....
Jason Gray

New Westminster Claim Services, Centre Manager

Claims Field Services

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telephone: 604-527-8702 | **mobile:** 604-219-0335

Mar. 15, 2010

Dear Mr. Korkut,

This email is intended to confirm that I did in fact receive your last letter dated Mar. 8/2010. We have advised our policy holder, Mr. Taylor, to direct all correspondence to us and not to reply to you directly.

We are also prepared to try and settle your claim, as mentioned before, and I do believe our last offer was reasonable given the evidence we have. If you have additional medical information, or other evidence which might change our position, we would be happy to review it.

The handling adjuster for your claim is Brani Jones (604 527-8742), and I would encourage you to contact her if you have further questions or if you are making a claim for accident benefits.

Sincerely,

Jason Gray

.....
Jason Gray

New Westminster Claim Services, Centre Manager

Claims Field Services

ICBC building trust. driving confidence.
.....

From: Gray, Jason [Jason.Gray@icbc.com]

Sent: December-24-09 3:57 PM

To: ron@ethicsfirst.ca

Cc: Gray, Jason; Martin, Mick R

Subject: Regarding your letter dated Dec. 23/009 - Claim N581704.1

Dear Mr. Korkut,

I wanted to acknowledge receipt of your most recent letter which I received yesterday.

We are in fact in the process of trying to contact Mr. Taylor to inform him of your requests.

We will update you on our progress ASAP.

Your second question was whether you are entitled to “underinsured motorist” protection coverage. This is a complicated matter but in short the coverage you speak of would only apply if you were to receive a judgment and or settlement for damages in excess of Mr. Taylor’s third party coverage limits. You would need a judgment first before you could apply for this coverage. I have asked that Mick Martin (Claims Manager) and your adjuster (Brandi Jones) follow up with you when we have more information. Thank you for your well wishes for the holidays and Merry Christmas. Jason

.....
Jason Gray
New Westminster Claim Services, Centre Manager
Claims Field Services
ICBC building trust. driving confidence.
.....
1320 - 3rd Ave. |
New Westminster| British Columbia | V3M 5T4
telephone: 604-527-8702| mobile: 604-219-0335

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7:32PM, Nov.17,2009

Dear Mr. Martin,
The two ICBC adjusters have kept me running around for almost six months since the accident. I sought your help in my letter dated October 28, 2009. So far, I have got no sign of progress.

Please let me know, if you are willing to assign a representative/adjuster to negotiate my non-pecuniary damages caused by your client, Stewart Taylor on May 31, 2009. (Claim#: N581704-1) If you have no intention to do so, please let me know your supervisor’s name and address.

Sincerely,

Ron Korkut

Oct. 27, 2009, 4:13pm
Mick Martin is his name and his direct line is 604-527-8712. Hopefully he can have some suggestions for you. Thanks!

.....
Brandi Jones

Claims Adjuster

Claims Customer Services

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.....
New Westminster Claim Centre - 1320 3rd Avenue

New Westminster | British Columbia | V3M 5T4

direct: 604-527-8742

facsimile: 604-520-6104

Save trees. Print only when necessary.

From: ron korkut [mailto:rkorkut@shaw.ca]

Sent: Tuesday, October 27, 2009 4:00 PM

To: Jones, Brandi

Subject: RE: CN# N581704.1

October 27, 2009

Brandi,

How I will pursue the case is very clear in my previous email. If you are not willing to help and cannot meet with both of us on this matter, please let me know your supervisor's name and phone number. I would like to use all my options, before taking a legal action. Thanks.

Ron Korkut

Oct. 26, 2009, 7:33pm

I sent both letters to the exact same address so I am not sure as to why he would only receive one of them. I cannot meet with both of you on this matter as that is a conflict of interest. He has his adjuster and I am your adjuster. What would you like to accomplish with the three of us together? People getting away with hit & run claims is a criminal matter and the police deal with that. I just thought since it had been so long since we first tried to contact him that we would never hear from him. It was an assumption. You never contacted me on the 19th to advise me of the update.

Again, I cannot meet with both of you on this matter. How would you like to pursue this?

.....
Brandi Jones

Claims Adjuster

October 26, 2009

Hi Brandi, Steward Taylor phoned me on Oct. 19th. He told me that he did not receive my first letter that you had promised to forward to him. And, he told me that he had no intentions to harm anyone; but he failed to give me any reasonable excuse for his actions. I asked him to arrange a meeting between the three of us to resolve this matter within the rules of civil conduct. If he fails to do so, I'll give him a final notice before filing the case. Obviously, a person who is not willing correct his wrong is a threat for the public and must be corrected according to the rule of law.

Since you know that your client was acting under the liability he purchased from ICBC and he is fully liable for my damages according to the stated facts, closing this claim may not be an appropriate procedure.

What makes you think that "they are not going to come forward and apologize"? Do they always get away with hit and run cases like this one?

Ron Korkut

From: Jones, Brandi [mailto:Brandi.Jones@icbc.com]

Sent: October-26-09 11:45 AM

To: ron korkut

Subject: CN# N581704.1

Hi Ron. I have not heard anything from the other driver involved. Do you intend to take this criminally if we do not hear anything? If we get no response I don't know what else I can do to assist this claim but close it down. What else can I do for you? I really don't think they are going to come forward and apologize. Thanks!

.....
Brandi Jones

Claims Adjuster

Claims Customer Services

ICBC building trust. driving confidence.

Oct. 9, 2009

Will do and I will let you know if I get a response or not.

.....
Brandi Jones

Oct. 8, 2009

Yes Brandi, please do so.

Ron

Oct. 8 2009

Hi Ron. Just to confirm, would you like me to forward the letter you dropped off to the other driver to see if he will respond at all?

.....
Brandi Jones

Sep. 28, 2009

I will send the police report as well however the police should have mailed one to you when the incident occurred. Again, I will have to black out any personal witness information. You usually get a copy way before I do but I will take a look for you. Thanks!

.....
Brandi Jones

Claims Adjuster

Claims Customer Services

ICBC building trust. driving confidence

Sep. 28, 2009

Hi Ron! Legally I have to black out all parties personal information. You have a right to the information provided but as for any personal information, including their names addresses or phone numbers, where they work etc.... you have request through freedom of information at head office.

I will send you the witness statement today but I will still have to black out what I think is personal information. Thank you!

.....
Brandi Jones
Claims Adjuster
Claims Customer Services
ICBC building trust. driving confidence.

Sep. 28, 2009

Brandi, I have received a statement from you today without a name on it. (I trust that it is the statement made by Stephan Taylor). Nevertheless, in my email dated Sep. 22, 2009 I asked for the copies of :
"POLICE REPORT AND THE STATEMENTS OF THE PARTIES INVOLVED IN THIS INCIDENT".
As, you know, there was another victim of this incident, Bittu's wife (604 765 3000). Please send me the copies of those documents as well without blacking out any information. Thanks in advance.
Ron Korkut

Sep. 23, 2009

Good morning Ron. I think you took my email the wrong way. I am willing to help you out anyway I can and I will definately be sending out those documents to you in the mail as soon as possible. I just cannot complete it in the format that you would like. Let me know when you get the statements in the mail and let me know **how you would like to proceed**. Thanks again!

.....
Brandi Jones
Claims Adjuster
Claims Customer Services
ICBC building trust. driving confidence.
.....
New Westminster Claim Centre - 1320 3rd Avenue
New Westmimster | British Columbia | V3M 5T4
direct: 604-527-8742
facsimile: 604-520-6104

Sep. 22, 2009

Brandi, I am older than you but, not so senile yet; at least, I have enough intelligence to recognize the fact that you were not a witness to this incident. That was the reason I asked you to confirm those facts "ACCORDING TO THE POLICE REPORT AND THE STATEMENTS OF THE PARTIES INVOLVED IN THIS INCIDENT". If you are not willing to help me in this respect, please provide me with the copies of those documents.
Ron Korkut

From: Jones, Brandi [mailto:Brandi.t@icbc.com]

Sent: September-22-09 1:56 PM
To: ron@ethicsfirst.ca; Jones, Brandi
Subject: CN# N581704.1

Hi ron, I received your letter dated August 27th enclosing your page of information and the boxes you want me to check off. I would have gotten back to you sooner but I was off on holidays and then at conferences. Unfortunately I won't be able to check these boxes or sign this document as I was not a witness to this accident. I can however provide you again with your own written statement and a copy of the other driver's statement if you would like. The two of you are the only people that can really confirm what happened as you were both there. Legally I am not allowed to become a party to this when I am just the person taking the information down.

Further, I have sent out your request to meet with the other driver or provide them with an option to send you a letter of apology and I have never heard back from them. **What would you like to do at this time?** Thanks!

.....
Brandi Jones

Claims Adjuster

Claims Customer Services

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.....
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New Westminster | British Columbia | V3M 5T4

direct: 604-527-8742

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From Shelley June 24

Hello Ron,

Hope all is well. I am unclear on what you mean by "intangible damages". Was there something specific you wanted to discuss? I would like an up-date from you as to how you are doing, if that's possible. Maybe a quick e-mail reply would be sufficient?

Also, hope you have picked up a copy of your statement as you requested?

Yours sincerely,

.....
Hi Shelley,

Everyday I am driving in fear of getting hit again; possibly by the same person (your client) who hit me and ran away recently. That is my suffering: the fear of being killed in a hit and run accident and that is what I was referring to by "intangible (non-pecuniary) damage". I am trying to do my best to control my fear. In that respect, in my letter dated June 7, 2009, I asked you to arrange a meeting with your client so that we can discuss the reasons for the accident. I would like to be convinced that the incident was an unintentional accident rather than a staged accident to kill me. Such a meeting and due apology may be a great help to reduce my fears.

Therefore, I appreciate if you can arrange such a meeting with your client. Thanks in advance.

Sincerely,
Ron Korkut

Hello Ron, June 25, 2009

Thank you sincerely for your reply below.

Please rest assured that we continue to do our utmost to get a response and appointment from the suspect driver. Of note, there has been a report by the registered owner of the suspect vehicle for a collision earlier in the day, in which the driver claims there was something wrong with the brakes. That is all I have for now.

Thank you for your on-going patience.

I hope to be in touch with you again shortly, but please know it may be some weeks yet.

Sincerely,

June 26
Ron KORKUT

Accident reports has been completed and will be forwarded to all Drivers and ICBC. This should resolve all issues in settling your case.

As mentioned in our previous telephone communication, please have the ICBC Adjuster contact me with any questions they might have.

Thank you

Cst. F MOON - 56025
Surrey RCMP
District 1 A Watch
778-593-3567

CONFIDENTIALITY CAUTION:

This message is intended only for the use of the individual or entity to which it has been addressed and may contain information that is privileged and confidential. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify me immediately via telephone or return e-mail and delete all copies of this material.

June 26
Hi Shelley,
Constable Freddie Moon - 56025
Surrey RCMP
District 1 A Watch
778-593-3567

Informed me that accident report had been completed and will be mailed to you as well and if you have any questions you may call him.
Ron Korkut

July 6, 2009

Thanks Constable Moon, I have received the report #09-63940. Nevertheless, the significant information was blacked out. I would like to know the following information for my claim:
1. Is Stewart Taylor fully liable for the collision?

2. What charges were laid on him?
3. Is there any trial for this case?
4. Are you going to notify me for the trial?
5. If he pays my damages within reason and if I withdraw my complaint, can you drop the charges?

Thanks in advance,
Ron Korkut

Ron KORKUT July 9, 2009

Please find below a response to your questions.

There are information blacked out for privacy reasons.

The RCMP doesn't determine liability.

In an event like this the financial liability will be determined by ICBC.

TAYLOR has been charged under the Motor Vehicle Act.

There will only be court if TAYLOR disputes the charges.

You will not be involved in the trial (The partial plate you obtained was incorrect as well as there was no proper description of the driver supplied by you either) The charges have been laid, and is a separate issue from your damages.

Damages are to be handled by ICBC.

The charges were forwarded based on the incident, not your "complaint".

Thank you

Cst. F MOON - 56025
Surrey RCMP
District 1 A Watch
778-593-3567

Hi again Ron, July 7, 2009

Hope all is well.

I have an up-date for you.

ICBC has been able to obtain a statement from the liable driver who struck you. He talks about losing control of his vehicle not intentionally, but because he was somehow having difficulties with his seatbelt--it kept coming open--and he was attempting to deal with it while coming around the bend on the bridge and no doubt didn't realize how fast he was going and not paying attention as he should have been, he ended up hitting you. There is no valid excuse for his behaviour, but there is nothing to suggest it was premeditated.

We have yet to confirm the details with the police, as I have yet to receive their report. I have been in touch with the police over the phone and am putting through a second request for a written report.

Hope to hear back from you with any up-dates on how you're doing.

Thank you,

.....
Shelley Dickson van Stolk, BA

Claims Representative

Claims Customer Services

ICBC building trust. driving confidence.

July 8, 2009

Hi Shelley,

As you mentioned, your client's explanations are not a valid excuse for causing a potentially fatal hit-and-run-accident. We are all human; none of us perfect, we may make mistakes and cause accidents; nevertheless, running away from the person who was hurt in the accident cannot be associated with any kind of reasonable human action.

Recently, I have read many stories of hit and run incidents published on internet, some of them lost their lives, some of them got crippled permanently and suffered for the rest of their lives. Worst of all, some of those hit and run drivers are still driving out there; because, no one was able to get his/her license plate. Obviously, if someone gets away with harming another person, he/she may not hesitate to repeat it. That is the source of my fears while I am driving.

To recover my driving confidence, I would like to have a meeting with your client who is liable for the accident and find out if he is willing to compensate my pain and suffering to prove his good faith.

Sincerely,

Ron Korkut

July 8, 2009

Hi again Ron,

Thanks for your thoughts below, duly appreciated.

Regarding your request, it's probably best that you get back in touch with your GP, if you haven't already. Please confirm, which doctor have you been talking to so far? If counselling is recommended by your GP, ICBC can accept billings for that at the MSP rates and any extra charges or "user fees" over and above MSP rates charged by the counsellor/psychologist, can be reimbursed to you, generally later at the end of your claim at time of settlement. Hope that helps!

Thank you sincerely,

.....
Shelley Dickson van Stolk, BA
Claims Representative
Claims Customer Services
ICBC building trust. driving confidence.

July 8, 2009

Hi Shelley,

My new GP is Dr. A. Oosterholt (604 451 4100).

In your email you said that I should get in touch with my GP regarding my request. Nevertheless, I am not sure if I need a recommendation letter from my GP or counsellor/psychologist for you to arrange a meeting between your client who is liable for this accident and me. Would you please clarify this issue?

Thanks.

Ron Korkut

Ron Korkut
#210 – 31 Reliance Ct.
New Westminster BC V3M 6C6,
(604) 523 3430, ron@ethicsfirst.ca

July 22, 2009

Brandi Jones, ICBC
1320 3rd Avenue
New Westminster BC V3M 5T4
c/o Stewart Taylor

Dear Stewart Taylor,

REF. Pattullo bridge hit and run incident, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1, Surrey RCMP report#:09-63940.

1. THE FACTS OF THE INCIDENT

1. My car was moving with the flow of the traffic.
2. You were speeding and erroneously driving.
3. You hit my small car (*Honda civic*) from the rear with your cargo van (*Ford Aerostar*).
4. The impact was so strong that I lost the control of my car and had two more impacts.
My car was a total loss.
5. As a miracle, my car did not skid onto the incoming traffic and I survived without any serious physical injuries; *but I had tremendous PAIN and SUFFERING.*
6. The incident took place on a narrow bridge with no center barriers (*Pattullo bridge*), known as one of the most dangerous bridges in British Columbia.
7. You ran away from the scene of crash.
8. You are fully liable for this **POTENTIALLY FATAL CRASH.**

2. MY DAMAGES

As result of your wrong actions, I incurred pecuniary and non-pecuniary damages. Since my pecuniary damages are compensated by ICBC, you are liable to pay my non-pecuniary damages.

My **non-pecuniary damages** are as follows:

- a. During the crash, I **suffered from tremendous pain caused by three impacts and the fear of losing my life.**
- b. Just after the crash, I **suffered from the indignity of being a victim of a hit and run offence.**
- c. After the incident, I **developed fear of the reoccurrence of the same incident.**
Referring to the established facts, it is almost impossible to classify this incident as an ordinary accident. Therefore, I cannot help thinking that the incident was a ***failed attempt to kill*** me. Under the circumstances, I am not able to willfully control the fear of losing my life in a successful hit and run incident in the near future.

3. SEVERITY OF PAIN AND SUFFERING

Since you are liable for paying my non-pecuniary damages, it is important that you understand the severity of **my pain and suffering**:

Certainly, the best way for you to understand the severity of my pain and suffering, is to go through a similar crash in my position. Nevertheless, considering the risk of losing your life, you wouldn't get into my car, no matter how much compensation I offered for you; because, **no reasonable person would risk his life for any amount of award or compensation**. Even though, this is not a practical test to implement, just the imagination of it is sufficient to demonstrate the severity of my pain and suffering.

4. CIVIL VERSUS CRIMINAL OFFENCE

Risking human life cannot be compensated with any amount of monetary gain. Therefore, risking human life in bad faith is considered criminal offense. Criminal offense is punishable act and the purpose of the punishment is to correct the offender and to protect the public. *Nevertheless, criminal punishment may not automatically relieve the responsibility of paying the damages of victim, where the offender is capable of compensating a portion of his victim's damages.*

Hit and run is a **quasi-criminal offence** and punishable with up to 5 years of prison in Canada. Nevertheless, Constable Freddie Moon did not charge you under the criminal law. Therefore, under the circumstances, our dispute is a civil case. That means; we have to sit and talk to find a fair solution for the compensation of my non-pecuniary damages.

5. THE REASONS FOR MY CLAIM

I would like to assure you that the reason for my claim is ***not to take advantage of my survival from this potentially fatal hit and run incident and make easy money***. Two decades ago, I was rear-ended while stopping at a red light. Despite, I was hospitalized, I did not make any claims for my suffering; because, it was an accident; the person who hit me did not run away.

After this incident, I have read many stories of hit and run incidents published on internet, some of the victims lost their lives, some of them got crippled permanently and suffered for the rest of their lives. The worst of all, some of those hit and run drivers are still driving out there; because, no one was able to get his/her license plate. Obviously, if someone gets away with harming another person, he/she may not hesitate to repeat it. Therefore, as a responsible citizen, **I am not supposed to tolerate hit and run crime by ignoring my non-pecuniary damages**.

I am willing to settle the case without resorting to any legal action. If you are willing to do so, please inform your claims representative to arrange a meeting among three of us to discuss this issue in good faith and find a fair solution for both of us. If you fail to respond, I have to conclude that you are not willing to resolve the dispute as a civil case.

Sincerely,

Ron Korkut

Ron Korkut
#210 – 31 Reliance Ct.
New Westminster BC V3M 6C6,
(604) 523 3430, ron@ethicsfirst.ca

August 27, 2009

Brandi Jones, ICBC
1320 3rd Avenue
New Westminster BC V3M 5T4

Dear Mrs Jones,

REF. Hit and run incident; Pattullo bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1, Surrey RCMP report#:09-63940.

Please confirm that the facts listed on the attached document are true according to the police report and the statements of the parties involved in this incident by checking the boxes and return it to my address after signing. Thanks in advance.

Sincerely,

Ron Korkut

Att. Confirmation of the facts.

Brandi Jones, ICBC
1320 3rd Avenue
New Westminster BC V3M 5T4

Date: _____

CONFIRMATION OF THE FACTS

REF. Hit and run incident; Pattullo bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1, Surrey RCMP report#:09-63940.

I confirm that the following facts with checked boxes are true according to the police report and the statements of the parties involved in this incident.

1. Ron Korkut's car was moving with the flow of the traffic.
2. Stewart Taylor was speeding.
3. Stewart Taylor hit Ron Korkut's small car (*Honda civic*) from the rear end with his cargo van (*Ford Aerostar*).
4. The impact was so strong that Ron Korkut lost the control of his car and had two more impacts. Ron Korkut's car was a total loss.
5. Stewart Taylor ran away from the scene of crash.
6. The incident took place on a narrow bridge with no center barriers (*Pattullo bridge*), known as one of the most dangerous bridges in British Columbia.
7. Ron Korkut did not have any serious physical injuries; *but he suffered from the pain of three car impacts and the fear of being killed in a hit and run incident.*
8. Stewart Taylor is fully liable for this crash.
9. I have delivered Ron Korkut's letter dated July 22, 2009 to Stewart Taylor, but he failed to respond to his letter as of the date above.

Signature:

Brandi Jones.

Ron Korkut
#210 – 31 Reliance Ct.
New Westminster BC V3M 6C6,
(604) 523 3430, ron@ethicsfirst.ca

Oct. 1, 2009

Brandi Jones, ICBC
1320 3rd Avenue
New Westminster BC V3M 5T4

Dear Mrs Jones,

REF. Hit and run incident; Pattullo bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1, Surrey RCMP report#:09-63940.

In your emails dated September 22 and 23, you asked me how I would proceed. Therefore, I will try to answer your question in the following paragraphs:

As you may agree, this case is a hit and run case. Nevertheless, the police did not charge Steward Taylor under the criminal code despite he admitted the fact that he ran away from the scene of incident. (Taylor's statement: "I drove off the bridge in the same direction that I had come from.")

During the collision, Taylor made me suffer so severely that my pain and suffering cannot be compared to any pain caused by any kind of physical injury I can think of; it is impossible to describe. All I can say is that I wouldn't withstand that pain for any amount of compensation. Obviously, no reasonable person would risk his/her life for any amount of financial gain.

At the present, I have no intentions to take vengeance from him by taking him to a criminal court even though he risked my life with no apparent excuse; because his suffering cannot eradicate the damages of my suffering. Nevertheless, as a responsible citizen, I am obliged to see that Taylor had no malicious intentions when hitting my car with his work van. If he had malicious intentions, I have to take action to correct his wrong and prevent further harm to the public.

Under the circumstances, his failure to respond my letter dated July 22nd, 2009 is not an indication of good faith on his part.

Sincerely,

Ron Korkut

Att. Confirmation of the facts.

Brandi Jones, ICBC
1320 3rd Avenue
New Westminster BC V3M 5T4

Date: _____

CONFIRMATION OF THE FACTS

REF. Hit and run incident; Pattullo bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1, Surrey RCMP report#:09-63940.

I confirm that the following facts with checked boxes are true according to the police report and the statements of the parties involved in this incident.

1. Ron Korkut's car was moving with the flow of the traffic.
2. Stewart Taylor was speeding.
3. Stewart Taylor hit Ron Korkut's small car (*Honda civic*) from the rear end with his cargo van (*Ford Aerostar*).
4. The impact was so strong that Ron Korkut lost the control of his car and had two more impacts. Ron Korkut's car was a total loss.
5. Stewart Taylor ran away from the scene of crash.
6. The incident took place on a narrow bridge with no center barriers (*Pattullo bridge*), known as one of the most dangerous bridges in British Columbia.
7. Ron Korkut did not have any serious physical injuries; *but he suffered from the pain of three car impacts and the fear of being killed in a hit and run incident.*
8. Stewart Taylor is fully liable for this crash.
9. I have delivered Ron Korkut's letter dated July 22, 2009 to Stewart Taylor, but he failed to respond to his letter as of the date above.

Signature:

Brandi Jones.

Ron Korkut
#210 – 31 Reliance Ct.
New Westminster BC V3M 6C6,
(604) 523 3430, ron@ethicsfirst.ca

October 6, 2009

Brandi Jones, ICBC
1320 3rd Avenue
New Westminster BC V3M 5T4
c/o Stewart Taylor

WARNING OF LEGAL ACTION

Dear Stewart Taylor,

On May 31, 2009, you hit my car with your cargo-van and ran away from the scene of collision. During and after the incident, I suffered so badly that I cannot describe it in words; because it was much worse than any physical pain you can imagine. Nonetheless, it is sufficient to say that I would not withstand that pain for a second time; no matter how much reward is offered for me; because, it is impossible to withstand the pain of being face to face with death on a voluntary basis.

In a civil society, if a person, *who has no intention to harm others*, hits another person's car accidentally, stops, apologizes to his victim and attempts to compensate his/her damages to demonstrate his good faith. Nevertheless, you failed to do so and still reluctant to show any sign of sorrow for your wrong action, despite my letter dated July 22, 2009 and all the stated facts indicating that your action was a perfect example of a **hit-and-run-crime**.

As long as you are reluctant to admit your wrong and fail to correct it, I cannot feel safe while I am driving my car. Therefore, please respond to this letter, being my second request to resolve this case between us with the help of Brandi Jones. Otherwise, I have no choice but take legal action against you to ensure that you get corrected according to the rule of law; because I fear that you may offend other road users the same way you offended me.

Sincerely,

Ron Korkut

cc. Brandi Jones

Ron Korkut
#210 – 31 Reliance Ct.
New Westminster BC V3M 6C6,
(604) 523 3430, ron@ethicsfirst.ca

October 28, 2009

Mick Martin, ICBC
1320 3rd Avenue
New Westminster BC V3M 5T4

Dear Mr Martin,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1, Surrey RCMP report#:09-63940.

This incident is a good example of a hit and run offence, according to the statements of the parties involved. Nevertheless, the police did not charge the offender, Stewart Taylor under the criminal law. Therefore, I would like to resolve this issue without resorting to any legal action.

Stewart Taylor phoned me to let me know that he had no malicious intentions in this incident. Obviously, unless he takes no action to correct his actions, his words are not sufficient to prove his innocence and cannot compensate my pain and suffering. Therefore, it is necessary to arrange a meeting and discuss my damages, according to the rules of civil conduct. I asked Brandi Johns to arrange a meeting among the three of us to resolve this issue. Nevertheless, she refused to do so, on the grounds of conflict of interest.

I am having a hard to time to believe that ICBC has any interests other than resolving this matter expediently and for the best interest of the parties involved. Obviously, it is not fair for me to claim a certain amount of compensation that may not be acceptable for Stewart Taylor or the ICBC representative. Therefore, I believe, it is imperative that we should sit and resolve this issue without any more complications.

Please take necessary action(s) to resolve this issue as soon as possible. Thanks in advance.

Sincerely,

Ron Korkut

Ron Korkut
#210 – 31 Reliance Ct.
New Westminster BC V3M 6C6,
(604) 523 3430, ron@ethicsfirst.ca

November 22, 2009

Mick Martin, ICBC
1320 3rd Avenue
New Westminster BC V3M 5T4

Dear Mr. Martin,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1, Surrey RCMP report#:09-63940.

The two ICBC adjusters have kept me running around for almost six months after the accident. I sought your help in my letter dated October 28, 2009. Nevertheless, you have failed to respond to my letter in writing, as I requested.

Please let me know, if you are willing to assign a representative/adjuster to negotiate my non-pecuniary damages caused by your client, Stewart Taylor on May 31, 2009. (Claim#: N581704-1) If you have no intention to do so, please let me know your supervisor's name and address.

Sincerely,

Ron Korkut

Ron Korkut
#210 – 31 Reliance Ct.
New Westminster BC V3M 6C6,
(604) 523 3430, ron@ethicsfirst.ca

November 26, 2009

Jason Gray, ICBC
1320 3rd Avenue
New Westminster BC V3M 5T4

Dear Mr. Gray,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM.

ICBC: Claim#: N581704-1, Surrey RCMP report#:09-63940.

The two ICBC adjusters have kept me running around for almost six months after the accident. Finally, I was able to discuss the case with Mick Martin and Jason Gray on Nov. 25-26, 2009. They agreed with all the facts and the liability of ICBC to pay my non-pecuniary damages; because I suffered as victim of potentially fatal hit and run offence committed by Stewart Taylor.

Risking human life without any tangible excuse inflicts tremendous pain and suffering on a victim so that, no reasonable person would withstand it willfully for any amount of reward or compensation. Therefore, it is NOT fair for me to accept a lump sum for a damage which cannot be compensated with any amount of money,

Nevertheless, under the circumstances, I have no choice, but accept a lump sum for my pain and suffering; because the pain and suffering are imposed on me. Also, as responsible citizen, I am obliged to collect my damages, because money is the only deterrence for hit and run offence, where hit and run drivers are not criminally charged. My failure to collect my damages is an open invitation to hit and run offence. Obviously, **if hit and run offenders get away without paying any significant amount of damages; it is impossible to stop hit and run crime.**

For any reasonable person, accepting a limited amount for a damage that cannot be compensated with any amount of money is a fair and reasonable claim. Refusing to pay a reasonable claim is consistent with fair business practice. Therefore, I duly expect the payment of my non-pecuniary damages according to the terms of insurance-sale-contract between ICBC and Stewart Taylor.

Sincerely,

Ron Korkut

Ron Korkut
#210 – 31 Reliance Ct.
New Westminster BC V3M 6C6,
(604) 523 3430, ron@ethicsfirst.ca

December 3, 2009

Jason Gray, ICBC
1320 3rd Avenue
New Westminster BC V3M 5T4

Dear Mr. Gray,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1, Surrey RCMP report#:09-63940.

Thanks for writing to me that you are not in a position to accept my demand. Nevertheless, “**demand**” is a strong word for a **fair and legitimate claim**. Therefore, I would like to clarify the following points:

1. ICBC sold insurance to Stewart Taylor, promising to pay his damages, if he causes a vehicle accident.
2. Now, Stewart Taylor is 100% liable for hitting my car and risking my life with no excuse. Therefore, he is responsible to pay my damages.
3. I declared *-with substantiating evidence-* that my damages cannot be compensated with any amount of money. In your letter dated Nov. 27, 2009, you also agreed with me that “no amount of money is worth risking one’s life over”.
4. Even though **the pain of risking my life cannot be compensated with any amount of money**, under the circumstances, I have no choice but, accept a small portion of my damages.
5. Therefore, ICBC has a **legal obligation to deliver the insurance-product sold to Stewart Taylor** and pay my damages on behalf of Stewart Taylor.

Please forward the enclosed letter to Stewart Taylor by registered mail or let me know his address.
Thanks in advance.

Sincerely,

Ron Korkut

Encl.: A letter to Stewart Taylor

Ron Korkut
#210 – 31 Reliance Ct.
New Westminster BC V3M 6C6,
(604) 523 3430, ron@ethicsfirst.ca

December 3, 2009

Jason Gray, ICBC
1320 3rd Avenue
New Westminster BC V3M 5T4
c/o Stewart Taylor

Dear Stewart Taylor,

ICBC representatives declined to arrange a meeting to discuss my claim at your presence despite my repeated attempts for the last six months; because they believed that you were unpredictable and a security risk for them.

In response to my second letter, Mick Martin phoned me and convinced me that he could make a decision on your behalf regarding the payment of my damages. Nevertheless, when I met with him on November 25th, he offered me an unreasonable amount; despite he had no objection to the fact that **the pain of going through a potentially fatal car crash cannot be compensated with any amount of money**. The next day, I talked to his supervisor, Jason Gray on the phone. He recommended me to take a legal action, if I don't accept their offer.

Under the circumstances, I have no choice but take a legal action against you under the criminal law, because my attempts to settle this dispute within the rules of civil conduct have failed.

Nevertheless, if you sign the attached document, "Admission of Liability", I can sue ICBC on the grounds that they are not delivering the insurance-product they sold to you. I believe, there is no merit in criminal action where it is possible to resolve a dispute through exchange of money.

If you believe your action is not a criminal offence, please sign the two copies of "Admission of Liability", under the witness of a notary public and return to my address above, after filling the blanks. Let me know, if you find any unreasonable statements in the "Admission of Liability", before signing it on your free will.

Sincerely,

Ron Korkut

CC. ICBC

Ron Korkut
7142 Ridgeview Drive
Burnaby BC V6A 4V3
ron@ethicsfirst.ca

December 23, 2009

Jason Gray, ICBC
1320 3rd Avenue
New Westminster BC V3M 5T4

Dear Mr. Gray,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1

Please confirm that:

- If Stewart Taylor has received my letter dated December 3, 2009.
- If I am entitled to claim some portion of my damages through my “underinsured motorist protection” coverage, if Stewart Taylor refuses to pay my damages through his liability insurance (or both).

Merry Christmas and a happy new year.

Ron Korkut

PS. My mail and email addresses have changed as shown above.

Ron Korkut
7142 Ridgeview Drive
Burnaby BC V6A 4V3
ron@ethicsfirst.ca

December 28, 2009

Jason Gray, ICBC
1320 3rd Avenue
New Westminister BC V3M 5T4

Dear Mr. Gray,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1

(email)

In your e-mail dated December 24, 2009, you stated that:

“You would need a judgment first before you could apply for this coverage.”
referring to *underinsured motorist protection*.

Please let me know if your statement is made *for the purpose of negotiating a claim settlement* or based on a specific written rule of ICBC policy.

If such a rule does not exist and my claim is not resolved by the end of January 2010, I will consider upgrading my claim.

Ron Korkut

Ron Korkut
7142 Ridgeview Drive
Burnaby BC V6A 4V3
ron@ethicsfirst.ca

March 8, 2010

Jason Gray, Center Manager ICBC
1320 3rd Avenue
New Westminster BC V3M 5T4

Dear Mr. Gray,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1

In your email, dated December 24, 2009, you promised to update me regarding Stewart Taylor's response to my letter, dated December 3, 2009. Nevertheless, I haven't heard from you so far.

In fact, it is immaterial, if Stewart Taylor does admit his *full-liability*; because, we have no dispute over his *full-liability*. Nonetheless, I need his written response to justify the necessity of a legal action, if you refuse to pay my damages according to the law of the land.

I would like to remind you that:

1. **Your client, Stewart Taylor hit my car and ran away; therefore, you are liable for paying my damages; specifically, my pain and suffering.**
2. **Even though, my pain and suffering could not be compensated with any amount of money, I was inclined to accept any reasonable amount.**
3. **Nevertheless, Mick Martin's offer was so far from being fair; it was an insult to my injury degrading the value of my life. You supported his action and refused to pay my damages in compliance with the severity of my suffering and the coverage promised to Stewart Taylor.**
4. **Failing to deliver an insurance product sold to a client is not a fair business practice.**

Therefore, I am not comfortable with your handling this claim. Please, be informed that my suffering is escalating.

Sincerely,

Ron Korkut

Ron Korkut
7142 Ridgeview Drive
Burnaby BC V6A 4V3
ron@ethicsfirst.ca

March 20, 2010

Jason Gray, Center Manager, ICBC
1320 3rd Avenue
New Westminster BC V3M 5T4

Dear Mr. Gray,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM. ICBC: Claim#: N581704-1

In response to your email dated March 16, 2010, the following is “a legal opinion” you recommended me to get:

“No person is entitled to hit another person’s car, risk his life and run away. If someone commits such an offence, he has to pay his victim’s damages according to the current market value or go to jail. Risking a person’s life is the ultimate damage a person can inflict on another person; because, there is no difference between killing a person and risking his life, where the victim is not free to choose his luck to survive.”

In my case, I was extremely fortunate to survive without any serious physical injuries.

1. What if, I wasn’t so lucky; would you still have offered me the same amount or considered my funeral expenses as well? (This is a hypothetical question but, your answer may help me to understand your concept of “reasonable offer”; because you believed that your offer was reasonable.)
2. Do you have any reason for not to **believe** that, my accepting your offer is an **open invitation to hit and run crime**; because, I would have let my offender get away paying practically nothing from his pocket?
3. How many innocent peoples are killed in hit and run incidents each year, in British Columbia and how much money ICBC is losing by paying their damages?

I am not sure, if you will answer those questions without compromising your values or feel any discomfort after persuading me to believe that the value of my life is no more than your offer. Nevertheless, I *certainly*, cannot forgive myself, if I happened to hear that you were an unlucky victim of a hit and run crime, after accepting your offer.

Being-human is all about being-reasonable, Mr. Gray. If **beliefs** are not based on any tangible reason, no dispute can be resolved in fairness.

Sincerely,

Ron Korkut

Ron Korkut
7142 Ridgeview Drive
Burnaby BC V6A 4V3
ron@ethicsfirst.ca

March 30, 2010

Jason Gray, Center Manager, ICBC
1320 3rd Avenue
New Westminster BC V3M 5T4

Dear Mr. Gray,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM. ICBC: Claim#: N581704-1

Thanks for confirming that you received my letter, dated March 20. If possible, please send me a signed copy of the same email.

Can you think of any reason for me to accept an offer below the market value of my damages?
Obviously, if I accept your offer without finding a **reason**, you will be entitled to treat me as an **unreasonable** person.

You may not benefit from the unnecessary delay of this claim, since we have no dispute over the established facts and applicable law; if there is any, please let me know.

Sincerely,

Ron Korkut

Ron Korkut
7142 Ridgeview Drive
Burnaby BC V6A 4V3
ron@ethicsfirst.ca

April 10, 2010

Jason Gray, Center Manager, ICBC
1320 3rd Avenue
New Westminster BC V3M 5T4

Dear Mr. Gray,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM. ICBC: Claim#: N581704-1

In my letter, dated March 30, 2010, I asked you if you had any dispute over the **applicable law** and **established facts**. You failed to answer my question in your email dated April 6, 2010. I will repeat them first; then ask the same question once more.

Applicable law:

1. **No person has a right to hit another person's car, risk his life and run away.** A person, who commits such an offence, must pay the victim's damages according to the current **market value** and his **ability to pay**, or serve time in a prison.
2. For an insurance corporation, **failure to pay the damages of a victim**, where the offence is committed under the liability sold by the insurance corporation, **is not a lawful business practice**.

Established facts:

1. Your client, Stewart Taylor **hit my car, risked by life and ran away**, ten months ago.
2. You and the police considered that the incident was a civil offence; accordingly, I am prepared to resolve the issue as a **civil case**.
3. Since ICBC assumed Stewart Taylor's liability, you, as a representative of ICBC, are bound to **pay my damages according to the applicable law**.
4. The **market value** of my damages is so high that, no amount of money can compensate it. To substantiate this fact, I presented the opinions of my colleagues to you, in writing.
5. Despite the fact that, **my damages cannot be compensated with any amount of money**, I have no choice other than accepting a reasonable amount, within the coverage Stewart Taylor and I purchased from ICBC.
6. **You are reluctant to pay** my damages according to the **applicable law**.

Could you please let me know, in a form of signed letter, **if you have any disagreement with the facts stated above?**

Sincerely,

Ron Korkut

If you don't answer my questions, how can we find a reasonable solution to this claim?

Ron Korkut
7142 Ridgeview Drive
Burnaby BC V6A 4V3
ron@ethicsfirst.ca

April 23, 2010

Jason Gray, Center Manager, ICBC
1320 3rd Avenue
New Westminister BC V3M 5T4

Dear Mr. Gray,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM. ICBC: Claim#: N581704-1

The meeting you proposed may not serve any practical purpose, because:

1. You are reluctant to give me **any reason to accept your offer.**
2. In your email dated April 21, 2010, there is no word suggesting that you have any disagreement with the **applicable law** and **established facts** stated in my letter, dated April 10, 2010.

Under the circumstances, I cannot think of any solution better than the payment of my damages according to your contractual obligations.

Sincerely,

Ron Korkut

Ron Korkut
7142 Ridgeview Drive
Burnaby BC V6A 4V3
ron@ethicsfirst.ca

April 30, 2010

Jason Gray, Center Manager, ICBC
1320 3rd Avenue
New Westminster BC V3M 5T4

Dear Mr. Gray,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM. ICBC: Claim#: N581704-1

In my previous letters, I clearly defined the nature of my damages. For your request, I will repeat it once more.

Stewart Taylor hit my car with his work van in the middle of Pattullo Bridge. He put my life into risk and ran away without any excuse. **Risking a person's life** without any excuse and running away is a very serious offence and entailing damages are so high; that cannot be compensated with any amount of money. Therefore, such cases are resolved in criminal courts and offenders are corrected by serving time in a jail.

ICBC had the option of avoiding the payment of my damages on the grounds that **hit and run** is a criminal offence. Despite my reminding, ICBC preferred to settle the issue as a civil offence; in another words, by paying my damages; that is the reason behind our negotiations. Since Stewart Taylor offended me under the liability he purchased from ICBC, I am entitled to claim **a small portion of my damages** through his insurance coverage.

I also repeated many times that, I was **very fortunate to survive without any significant physical injuries**, from the collision Stewart Taylor inflicted on me. Therefore, no document is necessary to prove or increase the value of my damages such as *wage loss* or *medical expenses*. In fact, I am trying to mitigate and reduce the value of my damages to settle the case as soon as possible; therefore:

I am willing to accept only 50% of the amount a reasonable person would claim for risking his life in a hit and run incident, similar to the one I experienced eleven months ago.

If you are serious about settling this claim and fulfill your contractual obligations, PLEASE take this opportunity and pay my damages after determining **the amount of compensation a reasonable person would claim for risking his life in a hit and run incident, similar to the one I experienced eleven months ago**. After May 2010, I will consider the readjustment of my claim.

Sincerely,

Ron Korkut

Ron Korkut
#210 – 31 Reliance Ct.
New Westminster BC V3M 6C6,
(604) 523 3430, ron@ethicsfirst.ca

May 26, 2010

Jason Gray, ICBC
1320 3rd Avenue
New Westminster BC V3M 5T4

Dear Mr. Gray,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1, Surrey RCMP report#:09-63940.

Even though, you haven't responded to my letter dated April 30, 2010 yet, I felt the necessity of informing you about the following facts:

My purpose is not to make easy-money by exaggerating my suffering during the collision referred above. My efforts should not be considered as a fight of a man against a big corporation, such as ICBC. The outcome of such a ridiculous fight is obvious. Nevertheless, I was not able to convince my wife that, that was not the case and we are separated.

In fact, this is a **conflict between ICBC sales and ICBC claim centers:**

ICBC agent sold insurance to Stewart Taylor by promising that:

I will pay your victim's damages, if you hit someone else's vehicle; the limit is the coverage you purchase.

ICBC claim center, you, denied the value of my (victim) damages and offered me a trivial amount you believed fair, even though no reasonable person can deny the fact that:

Hitting another person's car and running away amounts to *risking human life without any excuse* and such damage is much higher than the maximum liability ICBC is selling.

This is a concern from the point of public interest.

Sincerely,

Ron Korkut

Ron Korkut
#210 – 31 Reliance Ct.
New Westminster BC V3M 6C6,
(604) 523 3430, ron@ethicsfirst.ca

May 26, 2010

Jason Gray, ICBC
1320 3rd Avenue
New Westminster BC V3M 5T4

Dear Mr. Gray,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1, Surrey RCMP report#:09-63940.

Even though you haven't responded to my letter dated April 30, 2010, I felt the necessity of informing you about the following facts:

My purpose is not to make easy-money by exaggerating my suffering during the collision referred above. My efforts should not be considered as a fight of a man against a big corporation such as ICBC. The outcome of such a ridiculous fight is obvious. Nevertheless, I was not able to convince my wife that was not the case and we are separated; for the same reason, I lost a number of my social contacts.

In fact, this is a conflict between ICBC sales and ICBC claim centers.

ICBC agent sold insurance to Stewart Taylor by promising that:
I will pay your victim's damages, if you hit someone else's vehicle; the limit is the coverage you purchase.

ICBC claim center, you, denied the value of my (victim) damages and offered me a trivial amount you believed fair, even though no reasonable person can deny the fact that:

Hitting another person's car and running away amounts to *risking human life without any tangible reason or excuse* and such damage is much higher than the maximum liability ICBC is selling.

This is a serious concern from the point of public interest.

Sincerely,

Ron Korkut

Ron Korkut
#210 – 31 Reliance Ct.
New Westminister BC V3M 6C6,
(604) 523 3430, ron@ethicsfirst.ca

June 8, 2010

Jason Gray, ICBC
1320 3rd Avenue
New Westminister BC V3M 5T4

Dear Mr. Gray,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1, Surrey RCMP report#:09-63940.

In your email dated May 27, 2010 you wrote that:

“I don’t believe you have substantiated any real loss or damages from this incident. We previously offered you \$3500 as compensation and I am willing to honor that offer for another 30 days at which time it will be revoked.”

Believe it or not, **risking an innocent person’s life** by hitting his car with a work-van and running away is a serious crime and that cannot be compensated with \$3500.

It is impossible for me to accept your dishonorable offer, no matter how long you honor it; because, if I do, anyone who can afford to buy \$3500 liability insurance would not hesitate to **risk my life** (or any member of the public) by hitting my car with his/her monster-car and running away. Your client, Stewart Taylor’s action is the living proof of it. Obviously, ICBC have other cases of making the victims of hit and run crime believe that the **damage of risking their lives** do not worth more than \$3500.

If you have no intention to pay my damages within the limits of your liability or negotiate a reasonable amount, please send me an official letter stating that you will not pay my damages, because I refused your \$3500 offer.

Sincerely,

Ron Korkut

Attach here a
recently taken
passport size
photograph.

TO WHOM IT MAY CONCERN

STATEMENT OF CONSENT

I, _____ JASON GRAY _____, New Westminster ICBC claims center manager, residing at _____, in the City of _____, in the Province of British Columbia, driving a vehicle (make) _____, (year) _____, (color) _____ and (plate number) _____, solemnly declare that I will accept \$3500 for suffering from a potentially fatal car crash, excluding any compensation for my physical injuries, if I fall a victim to a hit and run crime and the offender is not prosecuted. I believe that \$3500 is a fair compensation for risking my life, my pain and suffering and it is an effective deterrent for hit and run crime. I have no objection to the publication of this document, because it is the statement of the truth, but only the truth itself.

Jason GRAY

Signature

Date

Ron Korkut
7142 Ridgeview Drive
Burnaby BC V5A
778 378 9009, ron@ethicsfirst.ca

June 8, 2010

Jon Schubert , President
151 West Esplanade
North Vancouver, B.C. V7M 3H9

Dear President,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1, Surrey RCMP report#: 09-63940.

Your employee, Jason Gray at New Westminster, refused to pay my damages according to contract law and market value of my damages. As his supervisor, please let me know if you approve his conduct or not?

POTENTIALLY FATAL HIT-AND-RUN

1. I was driving my car from Surrey to New Westminster following the traffic on the right lane on Pattullo Bridge on a sunny day of May 31, 2009.
2. As reported by a witness, Stewart Taylor was speeding and erratically driving.
3. Stewart Taylor hit my small car (*Honda civic*) from the rearend with his cargo van (*Ford Aerostar*).
4. The impact was so strong that I lost the control of my car and had two more impacts. My car was a total loss.
5. As a miracle, my car did not skid onto the incoming traffic and I survived without any serious physical injuries; *but I had tremendous PAIN and fear of losing my life.*
6. The incident took place on a narrow bridge with no center barriers (*Pattullo Bridge*), known as one of the most dangerous bridges in British Columbia.
7. Stewart Taylor ran away from the scene of crash.
8. Stewart Taylor and ICBC accepted fully liability for this potentially fatal crash.
9. I did not make any claim for physical injuries but pain and suffering from potentially fatal crash.
10. Even though I have substantiated the fact that no reasonable person would accept, even billions of dollars to withstand the pain and suffering I experienced, Jason Gray offered me \$3500 and refused to negotiate a reasonable compensation.
11. I did not accept Jason Gray's offer, because my accepting his offer would be my consent to *any person who can afford to buy \$3500 liability insurance from ICBC* so that he/she can risk my life by hitting my car and running away. Of course, no reasonable person would accept such a dishonorable offer and turn a green light on hit and run criminals.

Sincerely,

Ron Korkut

Ron Korkut
7142 Ridgeview Drive
Burnaby BC V5A 4V3
778 378 9009, ron@ethicsfirst.ca

July 5, 2010

Jason Gray, ICBC, Center Manager
1320 3rd Avenue
New Westminster BC V3M 5T4

Dear Mr. Gray,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM. ICBC: Claim#: N581704-1, Surrey RCMP report#: 09-63940.

After a full year of unfruitful negotiations, finally, you have decided firmly that you will not increase your first offer of \$3500 for my damages ensuing from the incident referred above.

1. Obviously, ICBC could have informed me that the first offer was **not negotiable** a year ago, to **mitigate my damages**.
2. Your decision was based on **your personal belief**, because you clearly stated in your email dated May 27, 2010 that:
“I don’t believe you have substantiated any real loss or damages from this incident”.
3. Contrary to your belief, **I have substantiated the value of my damages** by presenting you the statements of six BCIT instructors who will not accept any amount of monetary compensation for suffering from a potentially fatal hit and run crime, to prove you that the damage of risking my life is much higher than \$3500. Those documents must be in my file # N581704-1.
4. For a reasonable person, your *offering me \$3500, knowing that I had no real loss or damages*, is conclusive that your decision is **not based on any reason**. Furthermore, you have not provided me with any reason for your belief or decision.
5. For a reasonable person, \$3500 is not a **fair compensation** for *suffering from the potentially fatal hit and run* accident and it is not an **effective deterrent** for hit and run crime.

As you may know, in a court of law, **unsubstantiated personal beliefs** are not admissible for the basis of legal decisions. Therefore, you have the onus to prove that your belief in this matter is honest and reasonable. If you ***honestly believe that \$3500 is a fair compensation for suffering from potentially fatal hit and run crime***, you may sign the attached “statement of consent”, after filling the blank information correctly and mail it to my current address.

I am confident that you are capable of discerning the fact that **my accepting your offer of \$3500 is tantamount to my signing the same statement**. Obviously, if you cannot sign it, it would NOT be appropriate for you to expect me to do the same. In that case, please let me know your supervisor’s name and address.

Sincerely,

Ron Korkut

Enclosed: STATEMENT OF CONSENT.

Ron Korkut
7142 Ridgeview Drive
Burnaby BC V5A
778 378 9009, ron@ethicsfirst.ca

July 8, 2010

Jason Gray, ICBC
1320 3rd Avenue
New Westminster BC V3M 5T4

Dear Mr. Gray,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM. ICBC: Claim#: N581704-1, Surrey RCMP report#: 09-63940.

After a full year of unfruitful negotiations, finally, you have confirmed that you will not pay more than \$3500 for my pain and suffering from the potentially fatal hit and run accident (or crime) I had 13 months ago. As you stated in your email dated [redacted] your decision was based on your personal belief:

You have failed to provide me with any tangible reason for your belief or decision.

As you may know, unsubstantiated personal beliefs may not be acceptable for the basis of legal decisions. Therefore, you have the onus of proving that your belief in this matter is honest and reasonable.

To prove the validity of your belief, would you mind signing the attached statement after filling the blank information correctly and mailing it to my current address.

Upon the receipt of your statement, I will reconsider your final offer to settle the case as soon as possible.

SUMMARY OF THE CASE

1. I was driving my car from Surrey to New Westminster on Pattullo Bridge on a sunny day of May 31, 2009.
2. Pattullo Bridge has no center barriers and extremely narrow lanes and known as one of the most dangerous bridges in British Columbia.
3. As reported by a witness, Stewart Taylor was speeding and driving erratically.
4. Stewart Taylor hit my small car (*Honda civic*) from the rear end with his cargo van (*Ford Aerostar*).
5. The impact was so strong that I lost the control of my car and had two more impacts. My car was a total loss.
6. As a miracle, my car did not skid onto the incoming traffic and I survived without any serious physical injuries; *but I had tremendous PAIN and fear of losing my life.*
7. Stewart Taylor ran away from the scene of crash.
8. Stewart Taylor and ICBC accepted fully liability for this POTENTIALLY FATAL CRASH.

9. I did not make any claim for physical injuries but for “suffering from potentially fatal hit and run offence”.

10. You offered me \$3500, and stated that your offer was final in your letter dated June 18, 2010.

11. I refused your offer, because:

1. My acceptance of your offer amounts to accepting that “The value of my life is so cheap that anyone who pays me \$3500 can risk my life by hitting my car and running away.” In fact the value of my life is significantly higher than \$3500.

2. Since my acceptance of your offer would set a precedent, any person who can afford to buy \$3500 liability insurance from ICBC may not hesitate to risk another person’s life by hitting his/her car and running away. As a responsible citizen I cannot set such a precedent.

3. Hit and run is a crime according to Canadian Criminal Code. Where offenders are not prosecuted, hit and run crime must be deterred by forcing the criminal to pay the damages of the victim within reason. For a reasonable person, \$3500 cannot be considered as a deterrent for hit and run crime, especially this amount is paid by ICBC; not by the offender.

Since, it is impossible for me to accept your final offer, my damages will stay unpaid. Selling mandatory liability insurance and refusing to pay victim’s damages according to binding sales-contracts may have legal consequences. Therefore, I urge you to review your final decision referring to “the fundamental rule of ethics”, enclosed; otherwise, let me know your supervisor’s name and address.

Sincerely,

Ron Korkut

Encl. The fundamental rule of ethics

THE FUNDAMENTAL RULE OF ETHICS

Mr. Gray, you have insulted me so deeply by offering me \$3500 for my suffering from the potentially fatal hit and run crime committed by your client, Stewart Taylor. I am sure you have a sense of professional integrity to accept the fact that, no reasonable person would risk the life of his/her dog for accepting \$3500, not to mention his/her own life.

As we all know that the fundamental rule of ethics is:

“Within natural reason, treat others the same way you want to be treated.”

Obviously, if you have any concern with ethics, you must have considered the possibility of accepting \$3500 for risking your life in potentially fatal hit and run accident.

Would you accept \$3500 for risking your life in a potentially fatal hit and run accident?

If your answer is YES, please send me one of your recent photographs and let me know your resident address, the licence plate of your vehicle and a consent letter. I will rent one size bigger vehicle and hit yours *to prove that \$3500 is a fair compensation for potentially fatal collision*. I promise to pay you \$3500 from my pocket; plus I will not run away. Obviously, your chances of survival will be much higher than mine, because I have no intention to harm you in any way.

If your answer is NO, obviously, you do not believe that \$3500 is a fair compensation for a victim of potentially fatal accident; not to mention hit and run crime.

In that case, you must duly correct your wrong, before it gets worse.

Ron Korkut
7142 Ridgeview Drive
Burnaby BC V5A 4V3
778 378 9009, ron@ethicsfirst.ca

July 15, 2010

Jason Gray, ICBC, Center Manager
1320 3rd Avenue
New Westminster BC V3M 5T4

Dear Mr. Gray,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1, Surrey RCMP report#: 09-63940.

As a member of public, you have a DUTY to RESIST HIT AND RUN CRIME, as well as I do. Therefore, please read the attached news articles about hit and run crimes in British Columbia, and try to answer the following questions, if you care about the victims who lost their lives in those incidents:

1. If you were a victim of Stewart Taylor, instead of me, how would you consider my attempt to settle the case by paying you \$3500; an action of "RESISTING" or "AIDING" hit and run crime?
2. If you consider it "RESISTING", why do those criminals keep hitting, killing and running away from their victims?

Sincerely,

Ron Korkut

Enclosed: News articles (56 pages), a copy of my letter dated July 5, 2010 (2 pages).

Ron Korkut
7142 Ridgeview Drive
Burnaby BC V5A 4V3
778 378 9009, ron@ethicsfirst.ca

July 20, 2010

Jason Gray, ICBC, Center Manager
1320 3rd Avenue
New Westminister BC V3M 5T4

Dear Mr. Gray,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1, Surrey RCMP report#: 09-63940.

Considering the following facts:

1. You believed that \$3500 is a fair compensation for a victim of potentially fatal hit and run crime,
2. Provided no reason for your belief and,
3. Contradicted your belief by not signing the "statement of consent"; that is a perfect proof of the fact that you wouldn't accept compensation of \$3500, if you become a victim of hit and run crime.
4. Furthermore, without any reason, you refused to accept my evidence showing the value of my damages is much higher than \$3500.

It is impossible for me to resolve this claim with you. Therefore, please send me an official letter referring me to your supervisor. No more emails, please.

Sincerely,

Ron Korkut

Ron Korkut
7142 Ridgeview Drive
Burnaby BC V5A 4V3
778 378 9009, ron@ethicsfirst.ca

July 28, 2010

Mark Nelson, ICBC, Director of Area E
#600-10470 152nd Street
Surrey BC V3R 0Y3

Dear Mr. Nelson,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1, Surrey RCMP report#: 09-63940.

ESTABLISHED FACTS

1. I was driving my car from Surrey to New Westminster, at the speed of the traffic, on the right lane of Pattullo Bridge, on a sunny day of May 31, 2009. As you may know, Pattullo Bridge, is a narrow bridge with no center barriers and it is one of the most dangerous bridges in British Columbia
2. Witness, Poonia, reported that Stewart Taylor was speeding and erratically driving.
3. Stewart Taylor hit my car (*Honda civic*) from the rear-end with his cargo van (*Ford Aerostar*).
4. The impact was so strong that I lost the control of my car and had two more impacts. My car was a total loss.
5. As a miracle, my car did not skid onto the incoming traffic and I survived without any serious physical injuries.
6. Stewart Taylor made a u-turn on the bridge and ran away from the scene of crash.
7. Stewart Taylor admitted his offence in his statement, therefore, the fact that he committed a hit and run crime is conclusive.
8. Stewart Taylor committed his offence under the liability purchased from ICBC, therefore ICBC is liable for paying my damages according to the current market value.
9. Accordingly, I filed a claim for my pain and suffering from potentially fatal hit and run incident. I had no claim for physical injuries.

CURRENT MARKET VALUE OF MY DAMAGES:

The current market value of my damages can easily be determined by asking the following question to a number of reasonable persons:

“How much compensation would you accept for going through the same pain Ron Korkut experienced in this incident?”

Therefore, I conducted a small survey at my work place. After describing the incident, I asked six BCIT instructors, if the incident was potentially fatal or not. They all agreed that it was potentially fatal. Then, I asked them how much compensation they would like to get, if they went through the pain I experienced in this incident. They all replied that they wouldn't accept any amount of money to endure such severe pain; because, the pain is the fear of losing one's life. No reasonable person would risk his life for any amount of money. Therefore, it was not necessary for me to expand my survey beyond six participants.

JASON GRAY'S CONDUCT

1. Mr. Gray offered me \$3500 for my suffering; he kept me running in circles, while I was hoping to negotiate a fair settlement, for over a year. Recently, he told me that his offer was not negotiable. Obviously, he could have told me that his offer was not negotiable at the beginning, to mitigate my suffering.
2. For a reasonable person, offering \$3500 compensation to a victim of potentially fatal hit and run crime is a gross insult. An average person, even wouldn't accept \$3500 compensation for risking his *dog's* life in a similar incident; let alone human life.
3. I refused his offer, because accepting \$3500, would be tantamount to turning a green light to everyone, so that they can hit my car and run away, as long as they are willing to pay me \$3500. I cannot risk my life for \$3500; I never did and I never will.
4. Furthermore, besides jeopardizing my own safety, my acceptance of \$3500 would also jeopardize public safety by setting a precedent. Referring to my case, hit and run criminals would easily get away with their crime by paying \$3500; because, under the circumstances, enforcing to pay the victim's damages is the **ONLY DETERRENT** for hit and run crime.

MY REQUEST

If you can think of any REASON:

1. To believe that Mr. Gray's offer of \$3500 is a fair COMPENSATION for my suffering from the hit and run crime, referred above and
2. To justify that \$3500 is an effective DETERRENT for Stewart Taylor and hit and run crime, Please let me know; otherwise, assign a reasonable person to resolve my claim as soon as possible.

Sincerely,

Ron Korkut



building trust. driving confidence.

August 24, 2010

Mr. Ron Korkut
7142 Ridgeview Drive
Burnaby BC V5A 4V3

Dear Mr. Korkut:

Re: Claim Number N581704-1
Date of Loss May 31, 2009

Thank you for your July 28, 2010 letter regarding the above-noted claim. I appreciate the time you have taken to write about your concerns. I have had the opportunity to review your file and provide you with my response.

I acknowledge this accident was serious in nature. Many serious accidents have occurred on the Pattullo Bridge in the past.

On May 31, 2009, you were involved in a motor vehicle accident while driving northbound on the Pattullo Bridge. A vehicle travelling in the same direction hit you from behind, causing your vehicle to spin around. The police and ambulance attended. The ambulance attendant checked on you to make sure you were okay and you assured them you were fine. Mr. Stewart Taylor, the driver of the other vehicle, was determined to be fully responsible for the accident and damages caused to your vehicle.

Based on my review of the file, I understand you did not suffer any injury. The following is a summary of the events that followed.

- On June 9, 2009, you met with Ms. Shelley Dickson Van Stolk, Claims Adjuster at the New Westminster Claim Centre. Ms. Dickson Van Stolk provided you with information on Accident Benefits coverage and the ICBC Fee Guide if you required any therapy treatment. Your main concern was psychological and you believed it would only worsen until you met with the responsible driver, Mr. Taylor, to get an apology.
- On July 20, 2009, you spoke with Ms. Brandi Jones, Claims Adjuster. You stated you were not claiming injury and she advised you the injury portion of your claim would be closed. Your only concern was for the safety of the public and you felt Mr. Taylor should apologize to you as you had a constant fear of being on the road. Ms. Jones told you she would look into compensating you for your stress; however, this was not what you wanted. Throughout the conversations you had with the claims office, you did not want any money from ICBC.
- On November 23, 2009, Mr. Mick Martin, Claims Manager, contacted you as you had sent a letter requesting a meeting with Mr. Taylor and a verbal apology. This request was considered by management; however, under the circumstances, it was determined not to be feasible.

.../2

Mr. Ron Korkut
Page 2

- On November 26, 2009, you met with Mr. Martin to discuss the settlement of your claim. You admitted you did not suffer any injury; however, you were still dealing with the shock of the accident. Mr. Martin offered you \$3,500.00 to settle this matter but you declined as you were looking to be paid the policy limits under Mr. Taylor's policy.

ICBC's claims philosophy is to pay claims in a fair and prompt fashion. We complete a thorough investigation to identify all the circumstances of a claim, including the people involved and the injuries sustained. Working with the claimant's family doctor or specialist, we then establish a recovery program for injuries. Once the person has recovered and we quantify a dollar value for the injury, we strive to pay claimants as quickly as possible.

With respect to fair compensation, I understand that you have spoken with Mr. Jason Gray and their offer of \$3,500.00 to settle this matter has been withdrawn as you state you were not injured in the accident. This being the case compensation would not be appropriate as this is not a compensable loss. Under the current circumstances, your demand for Mr. Taylor's policy limits would seem excessive.

The amount paid out by ICBC under a policyholder's liability insurance is not determined in order to deter or change a person's driving behaviour. It is usually the result of traffic violation charges, convictions, and fines as well as impacts to their level on the Claim-Rated Scale (CRS) for insurance discount. Their British Columbia drivers' licence may also be subject to review by the Office of the Superintendent of Motor Vehicles for traffic violations which could result in driving prohibitions.

I understand that the claim centre has settled on the damages to your 2002 Honda Civic. If you wish to pursue this matter further, I recommend you seek legal advice.

Thank you again for writing.

Sincerely,



Mark Nelson
Director, Claims Field Services

Pc Jason Gray

G186871

1

Ron Korkut
7142 Ridgeview Drive
Burnaby BC V5A 4V3
778 378 9009, ron@ethicsfirst.ca

September 6, 2010

Mark Nelson, ICBC, Director of Area E
#600-10470 152nd Street
Surrey BC V3R 0Y3

Dear Mr. Nelson,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1, Surrey RCMP report#: 09-63940.

Even though, you ignored my request, in your letter dated August 24, 2010, I followed your recommendation and acquired the following legal advice:

In tort law, there are two kinds of damages (or losses);

1. Pecuniary (tangibles) damages,
2. Non-pecuniary (intangibles) damages.

Offender must compensate (or pay) both damages of his/her victim, as long as the law of the land is enforced. It is not an excuse for the offender not to pay damages, where the damage of the victim “seems excessive” from the point of view of the offender.

As you know, ICBC has not compensated my non-pecuniary damages, yet; namely, my suffering from the potentially fatal hit and run incident referred above. In your letter, you referred my non-pecuniary damage as “not a compensable loss”, implying the fact that ICBC has no intention to compensate it. If that is the case, please let me know the authority (or rule) that provides ICBC the relief of not paying non-pecuniary damages of the victims of hit and run crimes committed under the liability of ICBC.

If such an authority does not exist, please arrange a meeting to negotiate the value of my non-pecuniary damages.

Sincerely,

Ron Korkut



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September 17, 2010

Mr. Ron Korkut
7142 Ridgeview Drive
Burnaby BC V5A 4V3

Dear Mr. Korkut:

Re:	Claim Number	N581704-1
	Date of Loss	May 31, 2009

Thank you for your September 6, 2010 letter regarding the above-noted claim. I understand this accident has had an impact on your life and you would like to negotiate the value of your non-pecuniary damages.

ICBC adjusters are required to investigate all injury claims. This ensures payments are only made for injuries supported by objective medical evidence that are directly related to the accident. The information on file does not indicate you have suffered a loss to substantiate payment. Therefore, I have requested Ms. Brandi Jones, Claims Adjuster, request further medical information.

Once we have received your updated medical information, we will be in contact with you to discuss further.

Thank you again for writing.

Sincerely,

For Mark Nelson
Director, Claims Field Services

pc: Mr. Jason Gray, Claim Centre Manager
Ms. Brandi Jones

G186871

Mr. Ron Korkut
Page 2

- On November 26, 2009, you met with Mr. Martin to discuss the settlement of your claim. You admitted you did not suffer any injury; however, you were still dealing with the shock of the accident. Mr. Martin offered you \$3,500.00 to settle this matter but you declined as you were looking to be paid the policy limits under Mr. Taylor's policy.

ICBC's claims philosophy is to pay claims in a fair and prompt fashion. We complete a thorough investigation to identify all the circumstances of a claim, including the people involved and the injuries sustained. Working with the claimant's family doctor or specialist, we then establish a recovery program for injuries. Once the person has recovered and we quantify a dollar value for the injury, we strive to pay claimants as quickly as possible.

With respect to fair compensation, I understand that you have spoken with Mr. Jason Gray and their offer of \$3,500.00 to settle this matter has been withdrawn as you state you were not injured in the accident. This being the case compensation would not be appropriate as this is not a compensable loss. Under the current circumstances, your demand for Mr. Taylor's policy limits would seem excessive.

The amount paid out by ICBC under a policyholder's liability insurance is not determined in order to deter or change a person's driving behaviour. It is usually the result of traffic violation charges, convictions, and fines as well as impacts to their level on the Claim-Rated Scale (CRS) for insurance discount. Their British Columbia drivers' licence may also be subject to review by the Office of the Superintendent of Motor Vehicles for traffic violations which could result in driving prohibitions.

I understand that the claim centre has settled on the damages to your 2002 Honda Civic. If you wish to pursue this matter further, I recommend you seek legal advice.

Thank you again for writing.

Sincerely,



Mark Nelson
Director, Claims Field Services

Pc Jason Gray

G186871

1



Customer Relations
Telephone: 604 661-6210
Facsimile: 604 661-2896
Toll Free: 1 800 445-9981

building trust. driving confidence.

September 22, 2010

Mr. Ron Korkut
7142 Ridgeview Drive
Burnaby BC V5A 4V3

Dear Mr. Korkut:

Re: **Claim Number:** **N581704-1**
Date of Loss: **May 31, 2009**

Further to my September 17, 2010 letter (copy enclosed) I have recently been advised that your General Practitioner, Dr. Deuel Chuang has retired.

If you are currently seeing another practitioner could you please provide Ms. Brandi Jones with his information so we may request further medical information. Once we have received your updated medical information, we would like to set a date to negotiate the settlement of your claim.

I apologise if this has caused you any inconvenience.

Sincerely,

Mark Nelson
Director, Claims Field Services

pc: Mr. Jason Gray, Claim Centre Manager
Ms. Brandi Jones

G186871

Mr. Ron Korkut
Page 2

- On November 26, 2009, you met with Mr. Martin to discuss the settlement of your claim. You admitted you did not suffer any injury; however, you were still dealing with the shock of the accident. Mr. Martin offered you \$3,500.00 to settle this matter but you declined as you were looking to be paid the policy limits under Mr. Taylor's policy.

ICBC's claims philosophy is to pay claims in a fair and prompt fashion. We complete a thorough investigation to identify all the circumstances of a claim, including the people involved and the injuries sustained. Working with the claimant's family doctor or specialist, we then establish a recovery program for injuries. Once the person has recovered and we quantify a dollar value for the injury, we strive to pay claimants as quickly as possible.

With respect to fair compensation, I understand that you have spoken with Mr. Jason Gray and their offer of \$3,500.00 to settle this matter has been withdrawn as you state you were not injured in the accident. This being the case compensation would not be appropriate as this is not a compensable loss. Under the current circumstances, your demand for Mr. Taylor's policy limits would seem excessive.

The amount paid out by ICBC under a policyholder's liability insurance is not determined in order to deter or change a person's driving behaviour. It is usually the result of traffic violation charges, convictions, and fines as well as impacts to their level on the Claim-Rated Scale (CRS) for insurance discount. Their British Columbia drivers' licence may also be subject to review by the Office of the Superintendent of Motor Vehicles for traffic violations which could result in driving prohibitions.

I understand that the claim centre has settled on the damages to your 2002 Honda Civic. If you wish to pursue this matter further, I recommend you seek legal advice.

Thank you again for writing.

Sincerely,



Mark Nelson
Director, Claims Field Services

Pc Jason Gray

G186871

1

Ron Korkut
7142 Ridgeview Drive
Burnaby BC V5A 4V3
778 378 9009, ron@ethicsfirst.ca

September 22, 2010

Mark Nelson, ICBC, Director of Area E
#600-10470 152nd Street
Surrey BC V3R 0Y3

Dear Mr. Nelson,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1, Surrey RCMP report#: 09-63940.

I have received your letter dated September 17, 2010. Nevertheless, you failed to answer my question regarding the case referred above. That is conclusive to the fact that ICBC has no authority (or rule) to refuse to compensate non-pecuniary damages of the victims of hit and run crimes committed under the liability of ICBC.

In your letter, you asked me to provide some medical document to substantiate my non-pecuniary damages; that is my suffering. For a reasonable person, such a document is not necessary, because a person who goes through a potentially fatal car crash suffers from it, no matter if the victim is physically injured or not.

If you have any reason to believe that I did not suffer during and after the hit and run incident referred above, please sign the attached document after filling the blanks and send it to me as soon as possible. Otherwise, please arrange a meeting to negotiate the value of my non-pecuniary damages.

Sincerely,

Ron Korkut

Encl. Waiver agreement for non-pecuniary damages.

Ron Korkut
7142 Ridgeview Drive
Burnaby BC V5A 4V3
778 378 9009, ron@ethicsfirst.ca

September 28, 2010

Mark Nelson, ICBC, Director of Area E
#600-10470 152nd Street
Surrey BC V3R 0Y3

Dear Mr. Nelson,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1, Surrey RCMP report#: 09-63940.

Please, accept the fact that I have no physical injury claim. Therefore, my claim has nothing to do with my General Practitioner. Obviously, it is impossible for my General Practitioner to assess the severity of my pain and suffering; because he was not in my car during the incident referred above. Nevertheless, I will give his name to Ms Brandi Jones as you requested.

Any human-being suffers from a hit and run incident. Therefore, no reasonable person may deny my suffering. As you know, I do not have any claim for long term post traumatic stress disorder; because, my suffering after the first hour of the incident is not worth mentioning, except the frustration of my mishandled claim.

Suffering from a potentially fatal hit and run incident is a non-pecuniary damage. Since the damage is inflicted on me under the liability of ICBC, ICBC has a legal obligation to compensate my non-pecuniary damages according to the current market value of my loss.

I am looking forward to a meeting where we can negotiate the amount of my non-pecuniary damages. As I said in many occasions, I am prepared to accept less compensation than a reasonable person would expect to receive for going through a similar potentially fatal hit and run incident.

Sincerely,

Ron Korkut

Ron Korkut
5249 Laurel Street
Burnaby BC V5G 1N1
778 378 9009, ron@ethicsfirst.ca

November 4, 2010

Mark Nelson, ICBC, Director of Area E
#600-10470 152nd Street
Surrey BC V3R 0Y3

Dear Mr. Nelson,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1, Surrey RCMP report#: 09-63940.

Please, be informed that I reported the name of my General Practitioner to Ms. Brandi Jones as you requested, but no action has been taken so far.

Also, note that my mailing address has been changed.

Sincerely,

Ron Korkut

Ron Korkut
5249 Laurel Street
Burnaby BC V5G 1N1
778 378 9009, ron@ethicsfirst.ca

November 28, 2010

Mark Nelson, ICBC, Director of Area E
#600-10470 152nd Street
Surrey BC V3R 0Y3

Dear Mr. Nelson,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1, Surrey RCMP report#: 09-63940.

Please, be informed that I have not received any response to my letter dated
November 4, 2010.

Sincerely,

Ron Korkut

Ron Korkut
5249 Laurel Street
Burnaby BC V5G 1N1
778 378 9009, ron@ethicsfirst.ca

December 5, 2010

Mark Nelson, ICBC, Director, Claims Field Services
151 West Esplanade
North Vancouver BC V7M 3H9

Dear Mr. Nelson,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1, Surrey RCMP report#: 09-63940.

I have received your letter dated November 10, 2010 on December 3rd, 2010. I am glad that you finally decided to meet with me to discuss the value of my non-pecuniary damages.

Every day, I am free after 2:30. We can meet at New Westminster Claims Centre on Monday, December 13th, 2010 at 3:30 pm. Please phone me, if you like to change it.

Sincerely,

Ron Korkut

Ron Korkut
5249 Laurel Street
Burnaby BC V5G 1N1
778 378 9009, ron@ethicsfirst.ca

December 16, 2010

Mark Nelson, ICBC, Director, Claims Field Services
151 West Esplanade
North Vancouver BC V7M 3H9

Dear Mr. Nelson,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1, Surrey RCMP report#: 09-63940.

In our meeting on December 13, 2010:

1. **You asked me to quantize my non-pecuniary damages from the potentially fatal hit and run incident referred above.**

- I have already done it. I did it a year ago, I repeated it in many occasions and, I gave it to you in written form at the meeting. You simply refused to pay it, on the grounds that my claim was not fair. To demonstrate the fairness of my claim, I asked you the following question, but you failed to answer:

“How much would you claim for your suffering, if you were a victim of a potentially fatal hit and run incident?”

Also, you failed to sign the waiver agreement for your damages ensuing from a potentially fatal hit and run case in the future. Your action is conclusive to the fact that you are not prepared to accept \$3500 for compensation, if you fall a victim to a potentially fatal hit and run incident. Obviously, if you are a reasonable person and, you are not prepared to accept \$3500, you cannot expect others do the same.

2. **You advised me to take a legal action for my claim.**

- Legal action is not necessary at the present time; because, we have no dispute over the *established facts* and *applicable law*. It is improper to dispute established facts and applicable law in the Law Courts.

Legal action may be necessary, only if the highest authority in ICBC refuses to pay my non-pecuniary damages according to the contractual obligations of ICBC.

Established facts: Your client, Steward Taylor admitted that he committed a hit and run offence. As substantiated by seven professionals, the value of my non-pecuniary damages is significantly higher than the total coverage available for the parties involved in this incident.

Applicable law: A person who sells liability insurance must pay the pecuniary and non-pecuniary damages of the victim, according to the existing contract or contracts, if the insured client is at fault.

Therefore, ICBC has a legal obligation to pay me the total coverage Stewart Taylor and I have.

3. **Finally, you attempted to make me believe that *a ferry accident and a hit and run offence* are the same incidents from the point of assessing damages.**

- You did insult me! Therefore, I had to walk out of the meeting. I am sorry on my part, but I am sure that you would have done the same; because no-one likes to be treated like a fool.

Obviously, a reasonable person would have picked up a few hit and run case files to show and convince me that \$3500 is a fair settlement for the victims of potentially fatal hit and run incidents.

For the above reasons, it is impossible for me to resolve this matter with you. Therefore, please let me know your supervisor's name and address; I would like to resolve this issue without resorting to a legal action.

Sincerely,

Ron Korkut

(Second copy mailed on January 10, 2011 to Surrey and North Vancouver.)

Ron Korkut
5249 Laurel Street
Burnaby BC V5G 1N1
778 378 9009, ron@ethicsfirst.ca

January 16, 2011

Art Kirkner, ICBC, Director, Vice President, Claims Field Services
#105-151 West Esplanade
North Vancouver BC V7M 3H9

Dear Mr. Kirkner,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1, Surrey RCMP report#: 09-63940.

As I explained in the attached document, ICBC has a legal obligation to pay my non-pecuniary damages ensuing from the incident referred above.

Mark Nelson decided not to pay my non-pecuniary damages and he advised me to take a legal action to resolve my claim. Under the circumstances, it is inappropriate for me to file a legal action against ICBC, because of the following reasons:

1. There is no dispute over the facts and applicable law and it is improper to dispute the established facts and applicable law in the Law Courts.
2. The negotiation of my claim is not finalized yet; I have no document to present to the Court indicating that you officially refused to pay my damages.

Therefore, please, order the payment of my non-pecuniary damages according to the existing insurance contracts between ICBC and the parties involved in the above mentioned incident.

If you have no intention to pay my damages, please let me know your decision in writing so that I can proceed with my claim. To demonstrate the fairness of your decision, you may fill and sign the attached waiver statement and mail it to me with your final decision.

Sincerely,

Ron Korkut

Encl. Non-pecuniary damages, Waiver statement.

TO WHOM IT MAY CONCERN

WAIVER STATEMENT

I, _____ Art Kirkner _____, Vice President of Claims Field Services, residing at _____
_____, in the City of _____, in the Province
of British Columbia, driving a vehicle (make) _____, (year) _____,
(color) _____ and (plate number) _____, solemnly declare that I will not
claim any non-pecuniary damages from the offending party, if I survive a potentially fatal hit and run incident,
without any serious physical injuries.

I have no objection to the publication of this document, because it is the statement of the truth, but only
the truth itself.

Art Kirkner

Signature

Date

Ron Korkut
5249 Laurel Street
Burnaby BC V5G 1N1
778 378 9009, ron@ethicsfirst.ca

February 17, 2011

Art Kirkner, ICBC, Director, Vice President, Claims Field Services
#105-151 West Esplanade
North Vancouver BC V7M 3H9

Dear Mr. Kirkner,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1, Surrey RCMP report#: 09-63940.

Please let me know if you have received my letter dated January 16, 2011 or when you will respond, if you have received it. Thanks.

Sincerely,

Ron Korkut

Ron Korkut
5249 Laurel Street
Burnaby BC V5G 1N1
778 378 9009, ron@ethicsfirst.ca

February 24, 2011

Art Kirkner, ICBC, Director, Vice President, Claims Field Services
#105-151 West Esplanade
North Vancouver BC V7M 3H9

Dear Mr. Kirkner,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1, Surrey RCMP report#: 09-63940.

I have received your letter dated February 21, 2011.

You stated that you wouldn't have presented a claim for your non-pecuniary damages, if you fell a victim to a potentially fatal hit and run incident; nevertheless, you did not sign "the Waiver Statement". Obviously, your hesitation to sign the document indicates that you were not sincere in your statement.

In your letter, you had no intention to pay my non-pecuniary damages ensuing from the potentially fatal hit and run incident referred above, according to the **contractual obligations of ICBC** and the **substantiated value of my damages**. Therefore, please let me know your supervisor's name and address so that I can proceed in the right direction to resolve my claim.

Sincerely,

Ron Korkut

Ron Korkut
5249 Laurel Street
Burnaby BC V5G 1N1
778 378 9009, ron@ethicsfirst.ca

March 27, 2011

Art Kirkner, ICBC, Director, Vice President, Claims Field Services
#105-151 West Esplanade
North Vancouver BC V7M 3H9

Dear Mr. Kirkner,

REF. Hit and run incident; Pattullo Bridge, May 31, 2009, 4:27PM.
ICBC: Claim#: N581704-1, Surrey RCMP report#: 09-63940.

Please let me know if you have received my letter dated February 24, 2011 or when you will respond, if you have received it. Thanks.

Sincerely,

Ron Korkut

Ron Korkut
5249 Laurel Street
Burnaby BC V5G 1N1
778 378 9009, ron@ethicsfirst.ca

April 10, 2011

Craig Horton, Senior Vice President, Claims, ICBC
#517-151 West Esplanade
North Vancouver BC V7M 3H9

Dear Mr. Horton,

REF. Hit and run incident; May 31, 2009, Claim#: N581704-1

ESTABLISHED FACTS

1. **Incident:** On May 31, 2009, at the mid-span of Pattullo Bridge, Stewart Taylor hit my car (Honda Civic) from the rear end, with his work van (Ford Aerostar) and ran away. I lost the control of my vehicle. After three impacts, my car became a total loss. I, miraculously survived the crash without any serious physical injuries; because, my car did not skid into the oncoming traffic.
2. **Liability:** Stewart Taylor was driving his vehicle under the liability of ICBC. ICBC admitted that he was 100% at fault and accepted to pay my damages. Without any dispute, ICBC paid my pecuniary damage that was the replacement cost of my car.
3. **Non-pecuniary damages:** I substantiated that, the amount of my non-pecuniary damages is significantly higher than the amount of coverage ICBC sold to Stewart Taylor and me, by consulting to seven professionals. They all accepted that the incident was potentially fatal and they would not accept any amount of money to withstand such a pain and suffering that Stewart Taylor imposed on me. Nevertheless, under the circumstances, I had no choice other than accepting the maximum coverage available to the parties involved in this incident.
4. **Failure to pay non-pecuniary damages:** On behalf of ICBC, Jason Gray offered me \$3500 for my non-pecuniary damages. Later, he withdrew his offer on the grounds that I did not have any physical injuries. In fact, I did not have any claim for my physical injuries. Under your supervision, Mark Nelson and Art Kirkner failed to resolve my claim.

APPLICABLE LAW:

1. A person, who sells insurance, has a legal **obligation to pay** the damages of a client, according to the terms of insurance agreement, where the claim is legitimate and the amount of damages is substantiated.
2. The victims of hit and run incidents have a legal **obligation to demand** their legitimate non-pecuniary damages; no matter how much they suffer from the mishandling of their claim. Otherwise, *it is impossible to prevent hit and run crime.*

As required by the law, please pay my non-pecuniary damages according to *third party liability* and *under-insured motorist* plans, Stewart Taylor and I had, at the time of the incident.

Sincerely,

Ron Korkut

Ron Korkut
5249 Laurel Street
Burnaby BC V5G 1N1
778 378 9009, ron@ethicsfirst.ca

May 1, 2011

Craig Horton, Senior Vice President, Claims, ICBC
#517-151 West Esplanade
North Vancouver BC V7M 3H9

Dear Mr. Horton,

REF. Hit and run incident; May 31, 2009, Claim#: N581704-1

In your letter dated April 27, 2011:

1. You advised me to *pursue this matter in court*. Nevertheless, you did not raise any issues with **the established facts** and **applicable law** that I stated in my letter dated April 10, 2011.

There is no reason for legal action, as long as ICBC does not formally refuse to pay my non-pecuniary damages. It is not proper to dispute **the established facts** and **applicable law** in the Law Courts. If you have any points to dispute regarding **the established facts** and **applicable law**, please let me know. Obviously, if you have no points to dispute, as a representative of ICBC, you have a legal obligation to pay my non-pecuniary damages, in compliance with *the third party liability* and *under-insured motorist* plans, Stewart Taylor and I had, at the time of the incident.

2. You stated that: *“I regret that you are not still satisfied; ...”*

A person who expects satisfaction from an unreasonable insurance claim is a “fool” by definition. Therefore, your statement is an obvious attempt to insult me. Nevertheless, the success of your attempt is questionable, as long as you are reluctant to fulfill your legal obligations.

3. You stated that: *“As there has been no new or additional information regarding this claim, at this time we consider this matter to be closed.”*

If the intent of your statement is to confirm that you are refusing to pay my non-pecuniary damages, please sign the attached document, so that I can apply for a court order to procure my non-pecuniary damages, as you advised.

Sincerely,

Ron Korkut

STATEMENT OF REFUSAL TO PAY NON-PECUNIARY DAMAGES

To whom it may concern,

I, Craig T. Horton, on behalf of ICBC, officially refuse to pay Ron Korkut's non-pecuniary damages ensuing from the potentially fatal hit and run offence committed by Steward Taylor under the liability of ICBC on May 31, 2009, (claim # N581704-1), because Ron Korkut did not incur any physical injuries in this incident. My decision is based on the following authority: (Please, state the applicable authority or policy rule of ICBC and have it signed by your supervisor.)

Signature:

Signature:

Jon Schubert
President of ICBC
Date: _____

Craig T. Horton
Senior Vice President of Claims
Date: _____

Ron Korkut
5249 Laurel Street
Burnaby BC V5G 1N1
778 378 9009, ron@ethicsfirst.ca

May 19, 2011

Craig Horton, Senior Vice President, Claims, ICBC
#517-151 West Esplanade
North Vancouver BC V7M 3H9

Dear Mr. Horton,

REF. Hit and run incident; May 31, 2009, Claim#: N581704-1

On May 16th 2011, I received a letter from Christine Barrette, Customer Relations Advisor, claiming that she was acting on behalf of you. She was sorry about my ongoing concern about the compensation of my non-pecuniary damages; that is ignored by ICBC, despite my struggling to collect them for the last two years. I appreciate her input to this issue; nevertheless, her feelings are not sufficient reason for me to withdraw my claim; because, my failure to collect my non-pecuniary damages is tantamount to my **contributing hit and run crime** by consent.

Under the circumstances, I am obliged to repeat the fact that, Stewart Taylor offended me under the liability of ICBC. From the point of law, that means, ICBC is my offender. That is the reason of why I have a claim and have been negotiating it with ICBC for the last two years. Therefore, on behalf of ICBC, **you have a legal obligation to pay my non-pecuniary damages according to the rules of applicable insurance-sales contracts.**

If you are not going to pay my non-pecuniary damages, please, let me know your intention in writing; so that, I can take a legal action against hit and run criminals to protect myself.

It is impossible to prevent hit and run crime, as long as ICBC pays the property damages done by hit and run criminals willfully; and on the other hand, declines to pay non-pecuniary damages of their victims without any tangible reason.

Sincerely,

Ron Korkut

Attached: **STATEMENT OF REFUSAL TO PAY NON-PECUNIARY DAMAGES**

STATEMENT OF REFUSAL TO PAY NON-PECUNIARY DAMAGES

To whom it may concern,

I, Craig T. Horton, on behalf of ICBC, officially refuse to pay Ron Korkut's non-pecuniary damages ensuing from the potentially fatal hit and run offence committed by Steward Taylor under the liability of ICBC on May 31, 2009, (claim # N581704-1), because Ron Korkut did not incur any physical injuries in this incident. My decision is based on the following authority: (Please, state the applicable authority or policy rule of ICBC and have it signed by your supervisor.)

Signature:

Signature:

Jon Schubert
President of ICBC
Date: _____

Craig T. Horton
Senior Vice President of Claims
Date: _____

Ron Korkut
5249 Laurel Street
Burnaby BC V5G 1N1
778 378 9009, ron@ethicsfirst.ca

May 19, 2011

Craig Horton, Senior Vice President, Claims, ICBC
#517-151 West Esplanade
North Vancouver BC V7M 3H9

Dear Mr. Horton,

REF. Hit and run incident; May 31, 2009, Claim#: N581704-1

ESTABLISHED FACTS

1. **Incident:** On May 31, 2009, at the mid-span of Pattullo Bridge, Stewart Taylor hit my car (Honda Civic) from the rear end, with his work van (Ford Aerostar) and ran away. I lost the control of my vehicle. After three impacts, my car became a total loss. I, miraculously survived the crash without any serious physical injuries; because, my car did not skid into the oncoming traffic.
2. **Liability:** Stewart Taylor was driving his vehicle under the liability of ICBC. ICBC admitted that he was 100% at fault and accepted to pay my damages. Without any dispute, ICBC paid my pecuniary damage that was the replacement cost of my car.
3. **Non-pecuniary damages:** I substantiated that, the amount of my non-pecuniary damages is significantly higher than the amount of coverage ICBC sold to Stewart Taylor and me, by consulting to seven professionals. They all accepted that the incident was potentially fatal and they would not accept any amount of money to withstand such a pain and suffering that Stewart Taylor imposed on me. Nevertheless, under the circumstances, I had no choice other than accepting the maximum coverage available to the parties involved in this incident.
4. **Failure to pay non-pecuniary damages:** On behalf of ICBC, Jason Gray offered me \$3500 for my non-pecuniary damages. Later, he withdrew his offer on the grounds that I did not have any physical injuries. In fact, I did not have any claim for my physical injuries. Mark Nelson and Art Kirkner failed to resolve my claim.

APPLICABLE LAW:

1. A person, who sells liability insurance, has a legal **obligation to pay** the damages of a client at fault, according to the terms of insurance agreement, where the claim is legitimate and the amount of damages is substantiated.
2. The victims of hit and run incidents have a legal **obligation to demand** their legitimate non-pecuniary damages; no matter how much they suffer from the mishandling of their claim. Otherwise, *it is impossible to prevent hit and run crime.*

As required by the law, please pay my non-pecuniary damages according to *third party liability* and *under-insured motorist* plans, Stewart Taylor and I had, at the time of the incident.

Sincerely,

Ron Korkut

Attached: **STATEMENT OF REFUSAL TO PAY NON-PECUNIARY DAMAGES**

STATEMENT OF REFUSAL TO PAY NON-PECUNIARY DAMAGES

To whom it may concern,

I, Craig T. Horton, on behalf of ICBC, officially refuse to pay Ron Korkut's non-pecuniary damages ensuing from the potentially fatal hit and run offence committed by Steward Taylor under the liability of ICBC on May 31, 2009, (claim # N581704-1), because Ron Korkut did not incur any physical injuries in this incident. My decision is based on the following authority: (Please, state the applicable authority or policy rule of ICBC and have it signed by your supervisor.)

Signature:

Signature:

Jon Schubert
President of ICBC
Date: _____

Craig T. Horton
Senior Vice President of Claims
Date: _____

Ron Korkut
5249 Laurel Street
Burnaby BC V5G 1N1
778 378 9009, ron@ethicsfirst.ca

June 24, 2011

Craig Horton, Senior Vice President, Claims, ICBC
#517-151 West Esplanade
North Vancouver BC V7M 3H9

Dear Mr. Horton,

REF. Hit and run incident; May 31, 2009, Claim#: N581704-1

Please let me know when you will respond my letter dated May 19, 2011. Thanks.

Sincerely,

Ron Korkut

Att'd.: The letter

Ron Korkut
5249 Laurel Street
Burnaby BC V5G 1N1
778 378 9009, ron@ethicsfirst.ca

July 8, 2011

Hanson Wirsig Matheos
#300-1055 West Hasting St.
Vancouver BC V6E 2E9

Dear Sir,

REF. Hit and run incident; May 31, 2009, ICBC Claim#: N581704-1

ESTABLISHED FACTS

1. **Incident:** On May 31, 2009, at the mid-span of Pattullo Bridge, ICBC client, Stewart Taylor hit my car (Honda Civic) from the rear end, with his work van (Ford Aerostar) and ran away. I lost the control of my vehicle. After three impacts, my car became a total loss. I, miraculously survived the crash without any serious physical injuries; because, my car did not skid into the oncoming traffic.
2. **Liability:** After being caught, Stewart Taylor admitted his guilt and ICBC accepted to pay my damages. Without any question, ICBC paid my pecuniary damage that was the replacement cost of my car.
3. **Non-pecuniary damages:** To determine the amount of my non-pecuniary damages, I consulted to seven professionals. They all accepted that the incident was potentially fatal and they would not accept any amount of money to withstand such a pain and suffering that Stewart Taylor imposed on me. This is conclusive that the amount of my non-pecuniary damages is not trivial.
4. **Failure to pay non-pecuniary damages:** On behalf of ICBC, Jason Gray offered me \$3500 for my non-pecuniary damages. Later, he withdrew his offer on the grounds that I did not have any physical injuries. He denied my non-pecuniary damages.
5. **My complaint:** To resolve my claim, I followed the administrative complaint procedure up to Senior Vice President of ICBC, Craig Horton, but he is reluctant to resolve this issue.

As a victim of hit and run incident, I have a **legal obligation to demand** my legitimate non-pecuniary damages from ICBC. As long as ICBC helps hit and run offenders by paying the property damages offenders make and deny the pain and suffering of their victims, *it is impossible to prevent hit and run crime.*

If you are interested in this case, please let me know.

Sincerely,

Ron Korkut

Ron Korkut
5249 Laurel Street
Burnaby BC V5G 1N1
778 378 9009, ron@ethicsfirst.ca

July 18, 2011

**Craig Horton, Senior Vice President, Claims, ICBC
#517-151 West Esplanade
North Vancouver BC V7M 3H9**

Dear Mr. Horton,

REF. Hit and run incident; May 31, 2009, Claim#: N581704-1

I have a complaint about my claim; specifically, about the payment of my non-pecuniary damages ensuing from the potentially fatal hit and run offence perpetrated by ICBC client, Stewart Taylor. I appealed to your authority to resolve the issue, four months ago. I have written four letters to you so far (April 10, 2011, May 1, 2011, May 19, 2011, June 24, 2011), nevertheless I was not able to get a conclusive answer to my question that I am repeating once more:

Are you, on behalf of ICBC, going to pay my non-pecuniary damages in compliance with the terms of applicable insurance contracts between the parties involved in this case; or not ?

If you are not going to pay it, please refer me to your supervisor. Thanks, in advance.

Sincerely,

Ron Korkut

Ron Korkut
5249 Laurel Street
Burnaby BC V5G 1N1
778 378 9009, ron@ethicsfirst.ca

August 8, 2011

(Registered mail)

Craig Horton, Senior Vice President, Claims, ICBC
#517-151 West Esplanade
North Vancouver BC V7M 3H9

Dear Mr. Horton,

REF. Hit and run incident; May 31, 2009, Claim#: N581704-1

Two years ago, on Pattullo Bridge, **Stewart Taylor** hit my car and ran away. He was driving his work-van under the liability of ICBC. I was fortunate enough to survive and claim my damages from ICBC.

Without any question, **Jason Gray**, New Westminster claims centre manager, paid the replacement cost of my totally wrecked car; that was about \$9000; but he refused to pay my non-pecuniary damages; specifically, *the compensation for my pain and suffering from the potentially fatal hit and run incident*. \$9000, that ICBC paid me for the loss of my car, was a **benefit for the offender**, Stewart Taylor; because, if ICBC didn't pay it, Stewart Taylor would have been obliged to pay for the damage he made.

I referred the issue to **Mark Nelson**, Claims Field Services Director, **Art Kirkner**, Vice President and finally, I wrote you five letters, dated April 10, 2011, May 1, 2011, May 19, 2011, June 24, 2011 and July 18, 2011. Nevertheless, I have not received a conclusive answer to my question regarding my claim.

Are you, on behalf of ICBC, going to pay my non-pecuniary damages in compliance with the terms of applicable insurance contracts between the parties involved in this case; or not?

Please answer my question.

Sincerely,

Ron Korkut

Ron Korkut
5249 Laurel Street
Burnaby BC V5G 1N1
778 378 9009, ron@ethicsfirst.ca

August 29, 2011

(Registered mail)

Craig Horton, Senior Vice President, Claims, ICBC
#517-151 West Esplanade
North Vancouver BC V7M 3H9

Dear Mr. Horton,

REF. Hit and run incident; May 31, 2009, Claim#: N581704-1

Two years ago, on Pattullo Bridge, **Stewart Taylor** hit my car and ran away. He was driving his work-van under the liability of ICBC. I was fortunate enough to survive and claim my damages from ICBC.

Without any hesitation, **Jason Gray**, New Westminster claims centre manager, paid the replacement cost of my totally wrecked car; that was about \$9000; but he refused to pay my non-pecuniary damages; specifically, *the compensation for my pain and suffering from the potentially fatal hit and run incident*. \$9000, that ICBC paid me for the loss of my car, was NOT a benefit for me. It was a **benefit for the offender**, Stewart Taylor; because, if ICBC didn't pay it, Stewart Taylor would have paid it from his own pocket.

I referred the issue to **Mark Nelson**, Claims Field Services Director, **Art Kirkner**, Vice President and finally, I appealed to your authority for help. So far, I have written SIX letters to you, dated April 10, 2011, May 1, 2011, May 19, 2011, June 24, 2011, July 18, 2011 and August 8, 2011. Nevertheless, I have not received a conclusive answer to my question regarding my claim. I will repeat the question, again:

Are you, on behalf of ICBC, going to pay my non-pecuniary damages in compliance with the terms of applicable insurance contracts between the parties involved in this case; or not?

Please answer my question.

Your conclusive answer is necessary for me to launch a legal action against ICBC, as you advised me in your letter, dated April 27, 2011. Without your final decision, the case is, still in the negotiations stage. It is improper to take the case to the Court, before the negotiations are finalized. Negotiating a legitimate insurance claim with substantiated damages, before the Court is an abuse of justice system; because, the duty of the Law Courts is to determine the legality of a questionable action or business practice. For instance, in this case, it will be appropriate for the Court to determine the legality of **refusing to pay the damages of a victim of potentially fatal hit and run incident, while providing benefits to his offender.**

Please, also bear in mind that; as a victim and a law abiding citizen, it is impossible for me to withdraw or give up my claim due to your reluctance to pay my non-pecuniary damages; because **my failure** to collect my damages is tantamount to **aiding hit and run crime** by tacit consent.

Sincerely,

Ron Korkut

Ron Korkut
5249 Laurel Street
Burnaby BC V5G 1N1
778 378 9009, ron@ethicsfirst.ca

September 26, 2011

FINAL REQUEST (Registered mail)

Craig Horton, Senior Vice President, Claims, ICBC
#517-151 West Esplanade
North Vancouver BC V7M 3H9

Dear Mr. Horton,

REF. Hit and run incident; May 31, 2009, Claim#: N581704-1

ESTABLISHED FACTS:

1. On May 31, 2009, on Pattullo Bridge, **Stewart Taylor** hit my car and ran away.

After being caught, Stewart Taylor admitted his wrong in his statement:

“ ... I hit the rear bumper of the gray car. At no time did my vehicle go into reverse. I draw off the bridge in the same direction that I had come from. I was given a ticket for an illegal u-turn, for leaving the scene and for driving without due care and attention.”

2. The incident was potentially fatal.

For a reasonable person, on a narrow bridge with no center barrier, hitting and destroying a small car totally with a work-van, and running away is a **potentially fatal hit and run** incident. To substantiate the fact, I consulted with seven professionals. They all agreed that the collision was potentially fatal and they stated that they would not accept any amount of money to go through a similar incident. (The copies of those documents are in my claim file, N581704-1.)

3. ICBC did not pay my non-pecuniary damages, but rewarded the offender by paying the damage he made and supposed to pay from his own pocket.

Stewart Taylor was driving his work-van under the liability of ICBC. ICBC confirmed its liability by paying me \$9426.70, on behalf of Stewart Taylor, for the replacement cost of my car. ICBC representative, Jason Gray offered me \$3500 for my non-pecuniary damages; later, he withdrew his offer, because I did not accept it. Obviously, no reasonable person would accept \$3500 for risking his life in a potentially fatal car accident; never mind the criminal aspects of it. (The evidence is in my claim file, N581704-1.)

APPLICABLE LAW:

1. Under the section 252 of Criminal Code, hit and run is a **criminal offence**.

2. In law, undertaking the liability of an offence is the same as committing the offence.

3. In a quasi-criminal case, the offender may be discharged upon the payment of damages the victim claims. The amount of claim may not be more than a reasonable person may claim for suffering from a similar offence and the payment capacity of the offender.

MY REQUEST:

1. *If you have any grounds to dispute* the established facts and applicable law stated above; please, let me know.
2. *If you cannot dispute them*, please pay my non-pecuniary damages **in compliance with the terms of applicable insurance contracts between the parties involved in this case.**
3. *If you have no intension to pay my damages*, despite the established facts and applicable law; please, confirm your decision in writing.
4. *If you are not going to respond* on the grounds that Christine Barrette, Customer Relations Advisor wrote me two letters to deter me from pursuing my claim; please, confirm that you authorized her to act on your behalf and you concur with her letter dated September 15, 2011.

SIGNIFICANCE OF YOUR RESPONSE

You did not reply to my previous letters dated May 1, 2011, May 19, 2011, June 24, 2011, July 18, 2011, August 8, 2011 and August 29, 2011. I would like to repeat the significance of your response once more, hoping to receive a response this time:

To launch a legal action, as you advised me in your letter dated April 27, 2011, the negotiations must be finalized. **It is not proper for me to start legal action before ICBC makes an authorized and final decision regarding the payment of my non-pecuniary damages.**

If you fail to respond by end of October, I will assume you have made your final decision and I will proceed as if you refused to pay my non-pecuniary damages on behalf of ICBC.

Sincerely,

Ron Korkut

Ron Korkut
5249 Laurel Street
Burnaby BC V5G 1N1
778 378 9009, ron@ethicsfirst.ca

November 1, 2011

Jon Schubert - President & CEO
151 West Esplanade
North Vancouver BC V7M 3H9

Dear Mr. Schubert,

REF. Hit and run incident; May 31, 2009, Claim#: N581704-1

ESTABLISHED FACTS:

1. On May 31, 2009, on Pattullo Bridge, Stewart Taylor hit my car and ran away.

After being caught, Stewart Taylor admitted his wrong in his statement:

“ ... I hit the rear bumper of the gray car. At no time did my vehicle go into reverse. I draw off the bridge in the same direction that I had come from. I was given a ticket for an illegal u-turn, for leaving the scene and for driving without due care and attention.”

2. The incident was potentially fatal.

For a reasonable person, on a narrow bridge with no center barrier, hitting and destroying a small car totally with a work-van, and running away is a **potentially fatal hit and run** incident. To substantiate the fact, I consulted with seven professionals. They all agreed that the collision was potentially fatal and they stated that they would not accept any amount of money to go through a similar incident. (The copies of those documents are in my claim file, N581704-1.)

3. ICBC employees working under your supervision did not pay my non-pecuniary damages, but rewarded the offender by paying the pecuniary damages he made and he is supposed to pay from his own pocket.

Stewart Taylor was driving his work-van under the liability of ICBC. ICBC confirmed its liability by paying me \$9426.70, on behalf of Stewart Taylor, for the replacement cost of my car. ICBC representative, Jason Gray offered me \$3500 for my non-pecuniary damages; later, he withdrew his offer, because I did not accept it. Obviously, no reasonable person would accept \$3500 for risking his life in a potentially fatal car accident; never mind the criminal aspects of it. (The evidence is in my claim file, N581704-1.)

APPLICABLE LAW:

1. Under the section 252 of Criminal Code, hit and run is a **criminal offence**.
2. In law, undertaking the liability of an offence is the same as committing the offence.
3. In a quasi-criminal case, the offender may be discharged upon the payment of damages the victim claims. The amount of claim may not be more than a reasonable person may claim for suffering from a similar offence and the payment capacity of the offender.

MY REQUEST:

1. *If you have any grounds to dispute* the established facts and the applicable law stated above; please, let me know.
2. *If you cannot dispute them*, please advice the accounting department to pay my non-pecuniary damages **in compliance with the terms of applicable insurance contracts between the parties involved in this case**.
3. *If you will not pay my non-pecuniary damages*, on behalf of ICBC; please, let me know decision in writing.

Sincerely,

Ron Korkut

Ron Korkut
5249 Laurel Street
Burnaby BC V5G 1N1
778 378 9009, ron@ethicsfirst.ca

November 22, 2011

REGISTERED MAIL

Jon Schubert - President & CEO
151 West Esplanade
North Vancouver BC V7M 3H9

Dear Mr. Schubert,

REF. Hit and run incident; May 31, 2009, Claim#: N581704-1

I have not received any response to my letter dated November 1, 2011, regarding the payment of my non-pecuniary damages ensuing from the hit and run incident referred above. Your decision is extremely significant for my claim; because, it is inappropriate for me to launch a legal action against ICBC without having the final and authorized decision of ICBC.

Therefore, please respond to my letter dated November 1, 2011 or let me know if you will **pay my non-pecuniary damages** on behalf of ICBC, **in compliance with the terms of applicable insurance contracts between the parties involved in this case?**

Sincerely,

Ron Korkut

Enl. Letter dated Nov. 1, 2011

Ron Korkut
5249 Laurel Street
Burnaby BC V5G 1N1
778 378 9009, ron@ethicsfirst.ca

November 1, 2011

Jon Schubert - President & CEO
151 West Esplanade
North Vancouver BC V7M 3H9

Dear Mr. Schubert,

REF. Hit and run incident; May 31, 2009, Claim#: N581704-1

ESTABLISHED FACTS:

1. On May 31, 2009, on Pattullo Bridge, Stewart Taylor hit my car and ran away.

After being caught, Stewart Taylor admitted his wrong in his statement:

“ ... I hit the rear bumper of the gray car. At no time did my vehicle go into reverse. I draw off the bridge in the same direction that I had come from. I was given a ticket for an illegal u-turn, for leaving the scene and for driving without due care and attention.”

2. The incident was potentially fatal.

For a reasonable person, on a narrow bridge with no center barrier, hitting and destroying a small car totally with a work-van, and running away is a **potentially fatal hit and run** incident. To substantiate the fact, I consulted with seven professionals. They all agreed that the collision was potentially fatal and they stated that they would not accept any amount of money to go through a similar incident. (The copies of those documents are in my claim file, N581704-1.)

3. ICBC employees working under your supervision did not pay my non-pecuniary damages, but rewarded the offender by paying the pecuniary damages he made and he is supposed to pay from his own pocket.

Stewart Taylor was driving his work-van under the liability of ICBC. ICBC confirmed its liability by paying me \$9426.70, on behalf of Stewart Taylor, for the replacement cost of my car. ICBC representative, Jason Gray offered me \$3500 for my non-pecuniary damages; later, he withdrew his offer, because I did not accept it. Obviously, no reasonable person would accept \$3500 for risking his life in a potentially fatal car accident; never mind the criminal aspects of it. (The evidence is in my claim file, N581704-1.)

APPLICABLE LAW:

1. Under the section 252 of Criminal Code, hit and run is a **criminal offence**.
2. In law, undertaking the liability of an offence is the same as committing the offence.
3. In a quasi-criminal case, the offender may be discharged upon the payment of damages the victim claims. The amount of claim may not be more than a reasonable person may claim for suffering from a similar offence and the payment capacity of the offender.

MY REQUEST:

1. *If you have any grounds to dispute* the established facts and the applicable law stated above; please, let me know.
2. *If you cannot dispute them*, please advice the accounting department to pay my non-pecuniary damages **in compliance with the terms of applicable insurance contracts between the parties involved in this case**.
3. *If you will not pay my non-pecuniary damages*, on behalf of ICBC; please, let me know decision in writing.

Sincerely,

Ron Korkut

Ron Korkut
5249 Laurel Street
Burnaby BC V5G 1N1
778 378 9009, ron@ethicsfirst.ca

December 26, 2011

REGISTERED MAIL

Jon Schubert - President & CEO
151 West Esplanade
North Vancouver BC V7M 3H9

Dear Mr. Schubert,

REF. Hit and run incident; May 31, 2009, Claim#: N581704-1

I have not received any response to my letters dated November 1 and November 22, 2011, regarding the payment of my non-pecuniary damages ensuing from the hit and run incident referred above.

This case is NOT about an unreasonable insurance claim due to an accident happened while driving within the rules of the road. This is case about **providing financial benefit to a person who over-speeds on a narrow bridge (Pattullo) and commits a potentially fatal hit and run crime.**

I assure you that, I have no intention or expectation to gain any money without providing any goods or services; because, it is not consistent with the common values we all share and respect. About 25 years ago, in Vancouver downtown, someone hit my car while I was stopping at a red light. The impact was stronger than this case; I was hospitalized. Even though, I suffered for almost a year after the incident, I did not claim any compensation; because, it was an accident.

This time, I have a claim; because this incident is a **POTENTIALLY FATAL HIT AND RUN CRIME.** Therefore, as a law abiding citizen, I **MUST** do everything possible - in compliance with the law - to collect my non-pecuniary damages; because, paying non-pecuniary damages of the victim is the only **deterrence** against hit and run crime where the offender is a corporation that willfully accepts the liability of the actual offender. From the point of Law, my failure to pursue my claim is tantamount to my covering up the crime Stewart Taylor committed under the liability of ICBC. **Covering up a crime is an offence against the public.**

Being the president of ICBC, you have a **legal obligation** to correct the wrong actions of the staff working under supervision. That is the reason for my appeal to your authority. ICBC employees, **Jason Gray, Mark Nelson and Art Kirkner**, who work under your supervision, paid the replacement cost of my car on behalf of Stewart Taylor who destroyed my car while committing the potentially fatal hit and run offence under the liability of ICBC. They denied my pain and suffering from the incident. Obviously, it is impossible not to suffer from a potentially fatal hit and run incident.

As a victim, I have a legal obligation to mitigate my loss and use all the avenues that might resolve my claim, before resorting to a legal action. Unless you make an authorized and final decision on behalf of ICBC, there is a possibility of resolving my claim without using court services. Therefore, it is improper for me to file a legal action against ICBC before having your final decision in writing. Also, I am reluctant to take a legal action; because, resorting to trial is an abuse of court services where there is no dispute over the *established facts* and *applicable law*.

Obviously, I will not keep writing to you forever without getting any response from you. I will mail the last warning in January and launch the legal action at the end of the February 2012. The Court may interpret your failure to respond to my registered letters as an authorized decision on the denial of my non-pecuniary damages.

If the Court finds that it is lawful to provide financial aid to hit and run criminals and deny the pain and suffering of their victims; you will keep providing financial aid to hit and run criminals and many more innocent citizens will be killed by them, like Charlene Reavley (30), Lorraine Cruz (26), Marilyn Laursen (56), Silas O'Brien (21),,

Please, let me know if you approve the decision of your staff that ICBC will not **pay my non-pecuniary damages**.

Sincerely,

Ron Korkut

Encl. "Is ICBC guilty for aiding hit and run crime?"

Ron Korkut
5249 Laurel Street
Burnaby BC V5G 1N1
778 378 9009, ron@ethicsfirst.ca

January 30, 2012

REGISTERED MAIL

Jon Schubert - President & CEO, ICBC
151 West Esplanade
North Vancouver BC V7M 3H9

FINAL NOTICE

Dear Mr. Schubert,

REF. Claim#: N581704-1

I am the victim of hit and run offence, your client, Stewart Taylor committed on Pattullo Bridge, May 31, 2009. After being caught, Stewart Taylor **admitted** that he committed the offence, in his written statement. Hit and run is criminal offence under the Section 252 of Canadian Criminal Code.

ICBC employees, **Jason Gray, Mark Nelson and Art Kirkner**, admitted that ICBC was liable for the offence and **confirmed** their decision by paying the replacement cost of my car destroyed by Stewart Taylor. I substantiated the fact that the incident was a potentially fatal hit and run case. Even though, it is impossible not to suffer from a potentially fatal hit and run incident, above mentioned ICBC employees denied my suffering and refused to pay my non-pecuniary damages. Therefore, I appealed to your authority knowing that, you have a legal obligation to correct the wrong actions of your employees.

I wrote three letters to you, dated November 1, November 22 and, December 26, 2011. Nevertheless, you failed to respond. This is my fourth attempt to resolve this issue avoiding legal action. Obviously, resorting to legal action is an abuse of Court Services, where there is no dispute over the established facts and applicable law. Nonetheless, if you ignore this letter, I have no choice other than filing a criminal action against ICBC, on the grounds of aiding hit and run crime by providing financial support to hit and run criminals, as proven in this case.

As I mentioned in my previous letters, as a victim, I have a legal obligation to collect my non-pecuniary damages; because, my failure to do so is tantamount to my failure to resist hit and run crime. Therefore, it is impossible for me to withdraw or abandon my claim.

Please, **order the payment** of my non-pecuniary damages, in compliance with the terms of applicable insurance contracts between the parties involved in this case or **confirm** the decision of your employees that ICBC will not pay my non-pecuniary damages.

Sincerely,

Ron Korkut