EA02-025

10-28-03

FORD 10/28/03 LETTER TO ODI

BOOK 2 OF 2

PART A – E

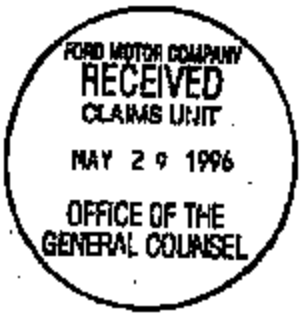
PART C

[redacted]

E003-005-8 2100

State Farm Insurance Companies

State Farm Insurance Claim Office
2701 Executive Drive
P.O. Box 11937
Green Bay, Wisconsin 54307-1937
Phone: 414-497-[illegible]



May 23, 1996

Howard E Keyse
Ford Motor Company
Parklane Towers Suite 300
Dearborn MI 48126-2568

RE: Our Claim Number: 49-F091-979
Our Insured: [redacted]
Date of Loss: 01/26/96

REDACTED

Dear Mr. Keyse:

We recently received a claim for the above date of loss for damages in the amount of $14,936.75 for a car fire which was started due to faulty problems with a light and bumper to a Crown Victoria. I have attached copies and documentation from our cause and origin expert and also verification of the damages. Please send a draft for the actual cash value damage amount for the above damages. I have enclosed a self-addressed envelope for your convenience in forwarding payment to me.

Should you like to discuss this further, please feel free to contact me at 414-497-5572.

Very truly yours,

Kevin Wolff
Claim Specialist
State Farm Fire & Casualty Co.

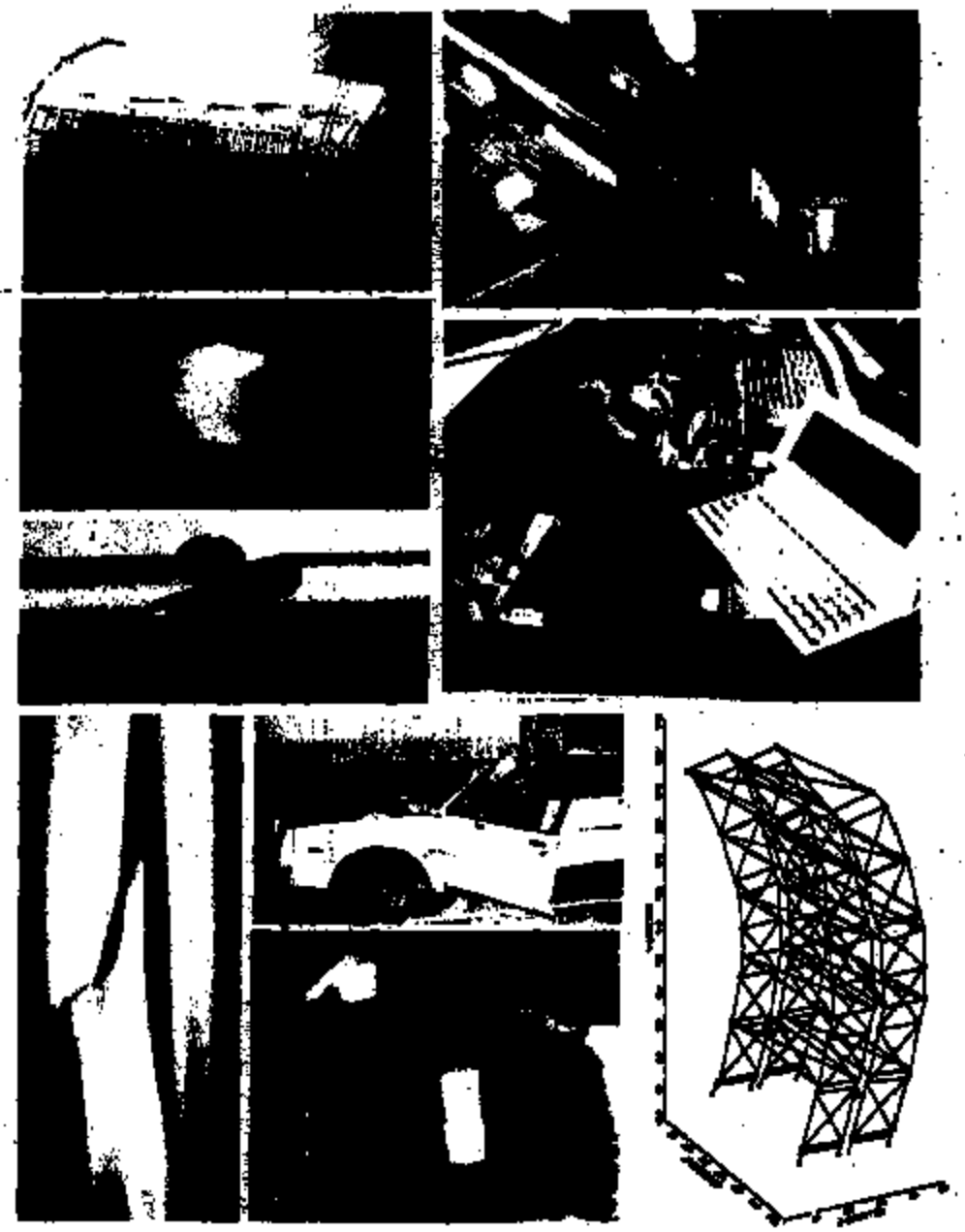
KW/rw

Enclosures

Charles C. Roberts, Jr., Ph.D., P.E.

CONSULTING ENGINEERS, INC.

ANALYSIS OF A 1992 FORD CROWN VICTORIA
Insured: [redacted]
Claim Number: 49-1955582



BIG ROCK, ILLINOIS 60511 • 708 556-3039

C. ROBERTS CONSULTING ENGINEERS, INC.
48 W 162 GRANART ROAD
BIG ROCK, ILLINOIS 60511

Charles C. Roberts, Jr., Ph.D., P.E.

708 556-3039
815 498-3000

ANALYSIS OF A 1992 FORD CROWN VICTORIA
Insured: [redacted]
Claim Number: 49-1955582

REPORT TO:

Lisa Jelen
State Farm Insurance
P.O. Box 11937
Green Bay, WI 54307-1937

Date of Report: February 22, 1996

C. ROBERTS CONSULTING ENGINEERS, INC.
46 W 193 GRANART ROAD
BIG ROCK, ILLINOIS 60511

Charles C. Roberts, Jr., Ph.D., P.E.

708 556-3939
815 498-3990

INTRODUCTION

An inspection was performed on a 1992 Ford Crown Victoria located at Valley Auto Pool, Appleton, Wisconsin. The purpose of the inspection was to obtain information so that an opinion could be offered on the probable cause of a fire that badly damaged the vehicle. This report details the results of the inspection and an analysis.

INSPECTION

Figures 1 through 4 show various views of the vehicle. Figure 5 is a view of the rear of the vehicle. Figures 6 through 8 show close-ups of the rear of the vehicle showing a symmetrical burn pattern. Figure 9 is a view of the trunk lid. Figure 10 is a view inside the trunk. Burn patterns suggest that the fire did not start in the trunk of the vehicle. Figure 11 is a view of the rear license plate showing burn patterns consistent with the polymer coating on the bumper having been ignited. Figures 12 and 13 are views of taillight lamp wiring which was unremarkable. Figure 14 is a view of the license plate light socket which was badly damaged. Figure 15 is a close-up of a faulted wire at the light socket. This is, in my opinion, a result of insulation breakdown in this area, causing the fire.

CONCLUSION

In my opinion, the probable cause of the fire was an electrical malfunction causing faulting at the license plate assembly, resulting in ignition of the polymer coating material on the bumper.

Respectfully Submitted,

Charles C. Roberts, Jr.

CCR/cp

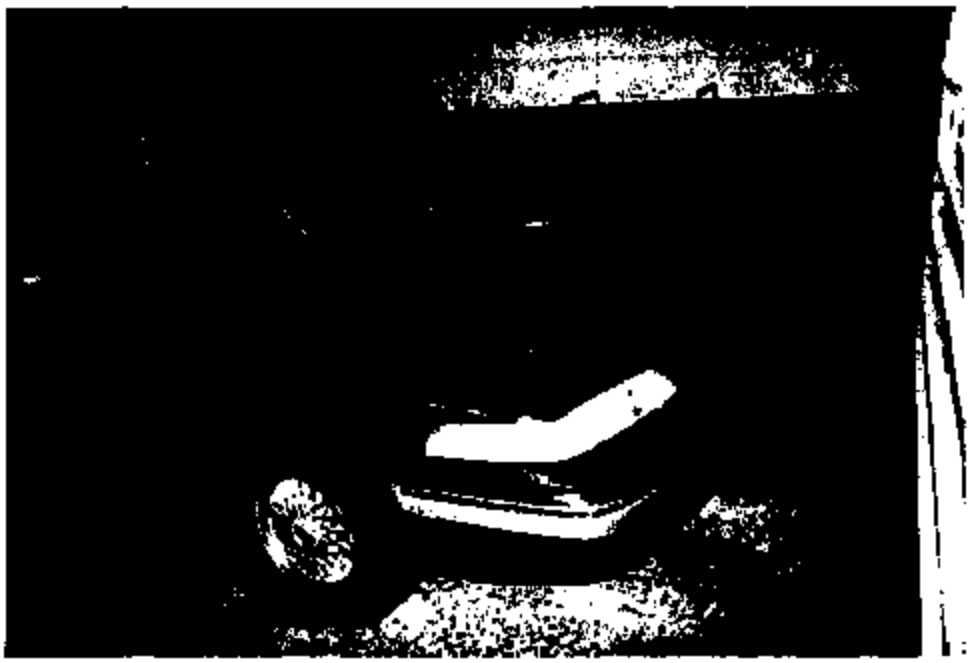


Figure 1 Front view of vehicle

Figure 2 Right view of vehicle

Figure 3 Rear view of vehicle

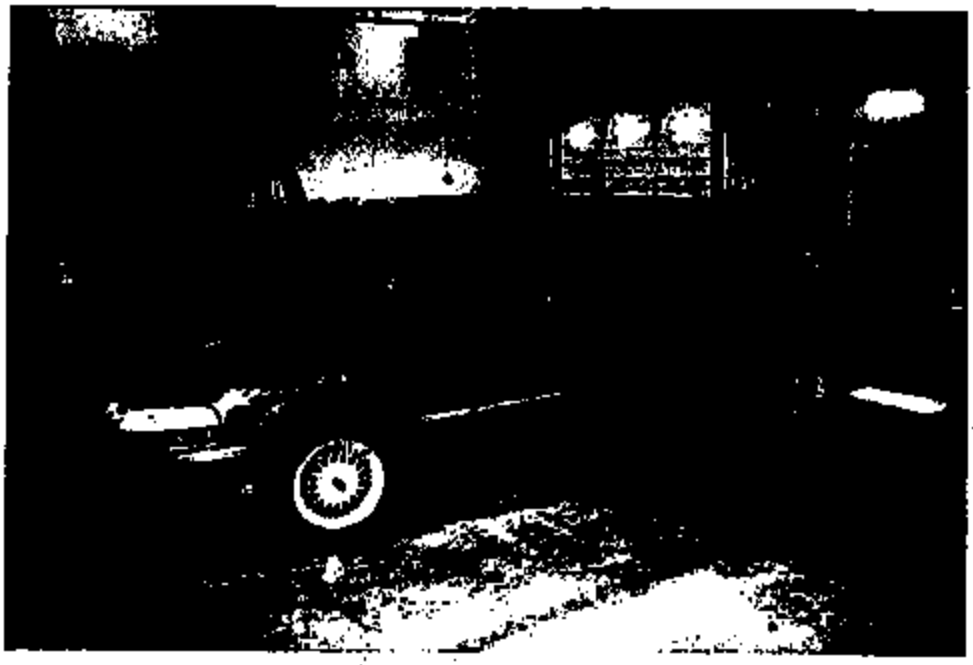


Figure 4 Left view of vehicle

Figure 5 Rear view of vehicle

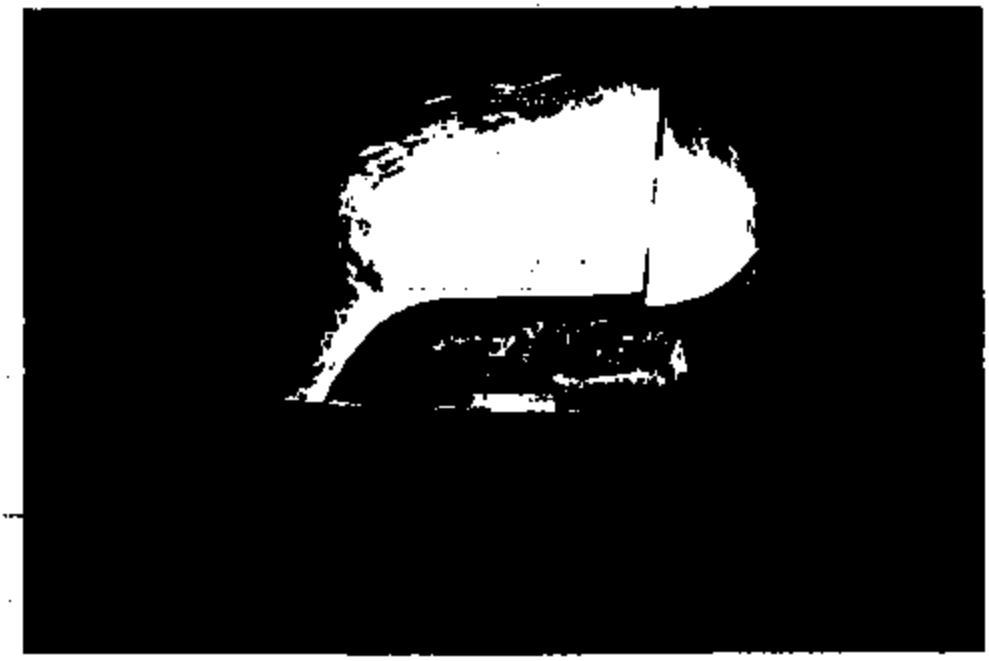


Figure 6 Close-up of right rear

Figure 7 Close-up of middle of rear bumper

Figure 8 Close-up of left rear

Figure 9 View of trunk lid

Figure 10 View inside trunk

Figure 11 View of rear license plate

Figure 12 View of left rear lamp wiring

Figure 13 View of right rear lamp wiring

Figure 14 View of license plate light

Figure 15 Close-up of faulted wire

GREEN BAY CSO

FEB 02 1996

VEHICLE EQUIPMENT (CHECK IF VEHICLE HAD ANY OF THE FOLLOWING)

Radio AM ✓	Air Cond. ✓	Power Windows ✓	Tires ✓	Transmission ✓
AM/FM ✓	Power Steer ✓	Power Seats ✓	W/W ✓	Auto ✓
Stereo ✓	Power Brakes ✓	Tinted Glass ✓	Radial ✓	Stand
Tape Deck ✓	Vinyl Roof	Mag Wheels ✓	Special	Console

CB Radio Type Cost Date Installed Purchased from

IV. VEHICLE CONDITION

Paint	Fair	Good	Excellent ✓
Transmission	Fair	Good	Excellent ✓
Engine	Fair	Good	Excellent ✓
Body	Fair	Good	Excellent ✓

OTHER DISTINGUISHING FEATURES, [Dents, decals, trailer hitch, interior, etc.]

Name and address of service station/garage:
1. Who performs routine maintenance service Dale Whitey Date last serv. 1-2-96
2. Who performs State MV Inspection Date last insp.

V. Date car purchased 10-25-95 New Used ✓ Purchase Price $15,995.00
Trade-in car 1,800.00 Allowance $
Seller Dealer/Individual Van Boxx
[name address city, state]
How did you learn car was for sale? Check Our Lots
How was car paid for? Cash 20.00 Check
If financed, name and address of finance company Nary Labor Credit Union
Account # 009 Balance due 9,995.00 Loan Term 1 Monthly $ 366.41
Date of last loan payment made 1-20-96 Is account past due? Yes No ✓
How long? Are keys in your possession? Yes ✓ No
Ignition Key # Trunk Key # Do you have other insurance?
Yes No ✓ Policy # Name of Insurance Co.
Was this a rebuilt wreck? Yes No ✓ If yes, name of rebuilder
Was it a recovered theft? Yes No ✓ If yes, date of theft

IV. Are the answers you have given true to the best of your knowledge and belief?
Yes ✓ No

Witness Policyholder Karmen L. Okwright
[signature]

Address

519

BMCC-826-B 2110

GREEN BAY CSC

FEB 12 1996

AFFIDAVIT OF VEHICLE FIRE

[All Questions Must Be Answered]

Claim Number 1955592 M

I. Name of Insured [redacted] Home Phone No. [redacted]
Address [redacted] Driver's License [redacted]
Occupation Homemaker Bus. Phone [redacted] Date of Birth [redacted]
Marital Status Married Number of Dependents 6

II. Date of Fire 1-25-96 Time 7:1? AM PM Was vehicle locked? no
Amount for which you are making claim $ 15000 Were windows rolled up? yes
Specific location where vehicle burned In the Garage
Reason vehicle was at this location That when it R parked when not used
Name & address of person who left auto at this location Kathryn Oleniczak
Their Driver's License # O426-5051-1122-03
When was fire discovered? Date 1-25 Time 7 AM PM By whom Varnes O.
When was fire reported to fire dept? Date 7 Time PM By whom Varnes O.
Location of fire station Abrams WI
Describe Fire (Where, color of smoke, cause. It was out when discovered the vehicle
Was vehicle being driven? Yes No ✓ Describe exactly what occurred prior
to noticing smoke or fire (electrical or mechanical malfunction) woke up
and saw our car Black when out to check it out
Have you had similar problems prior to fire? Yes No ✓. If yes, describe.

Were you carrying a container of flammable liquid in the vehicle at the time of
fire? Yes No ✓. If yes please answer the following, type of liquid —
Amount Size and type of container . Where was the
container at time of fire?
Did you smell smoke or see flames first? no
Make of vehicle 1992 Year Ford Model Crown Vic Type . Color Cranberry
Vehicle Iden. # 2FACP74W2NX205461 License Plate # VAC 183 State WI
Certificate of Title # 955070701010-8 If none, why
No. of cylinders 8 H.P. or Cubic/in 4.6 Odometer reading 45,000
Has vehicle been damaged during past three years? Yes No ✓
Describe (location, type, amount, date)
Were repairs completed? Yes No Partial — By whom
Name and address of insurance company who paid damage claims, if any
Any other claims in last 3 years on
this or any other auto? Yes ✓ No Any other vehicles in your household? Yes ✓
No . Name of insurance company and agent on other vehicles State Farm
7 Allstate
Your prior insurance company and agent State Farm
Any homeowners claims in past 6 mos. with State Farm? no Other Company no

5-14

96-3833 — [redacted] — 5/96

97-214494-30
1-19WD

Office of the General Counsel

Ford Motor Company
Parklane Towers West
Suite 400
Three Parklane Boulevard
Dearborn, Michigan 48126-2568

May 20, 1997

Eich & Franklin
Attorneys At Law
11 East Adams Street
Chicago, IL 60603
ATTENTION: THOMAS G. GRACE

Re: Claimant: [redacted]
Date of Event: November 18, 1995
Your File: 599-722-151

Dear Mr. Grace:

This responds to your letter of May 1, 1997 regarding the above claimant.

Enclosed please find a copy of warranty as well as the recalls for the claimant's vehicle. We believe our denial of May 20, 1996, is proper and prepared to defend should litigation ensue.

Please be advised that all necessary steps should be taken to ensure that the subject vehicle and all of its component parts are maintained and preserved for trial. Ford Motor Company has the right to inspect the vehicle and remove and test any component part that you claim to be defective, and to be presented with the vehicle and the subject component part(s) at the time of trial, should litigation ensue from this informal claim.

If you propose to repair the vehicle for continued usage, such repairs may not be performed until after Ford Motor Company has inspected the vehicle and removed and tested any component part you claim to be defective or advised you in writing that it does not intend to perform such inspection and/or testing at this time. But even in that event, Ford Motor Company will insist that all components claimed to be defective are maintained and preserved for trial.

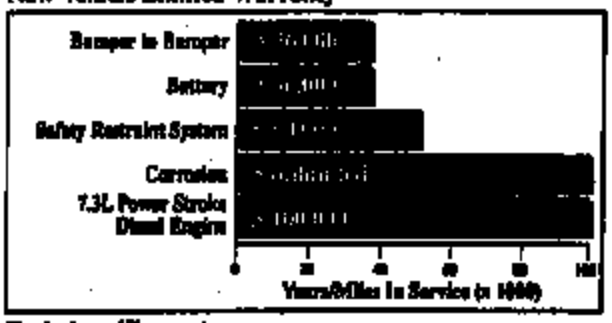
Sincerely,

Nancy Carpenter
Claims Analyst

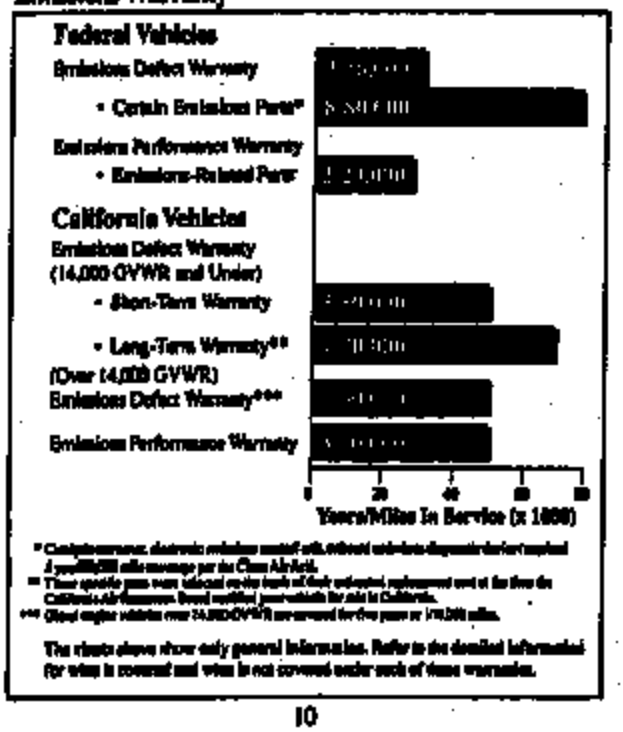
D062-025 20070

Warranty Summary

New Vehicle Limited Warranty



Emissions Warranty



The charts show only general information. Refer to the detailed information for what is covered and what is not covered under each of these warranties.

What Is Not Covered

Alteration, Misuse, or Damage Caused by Accident

Examples are:

- Collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle
- Misusing the vehicle, such as driving over curbs, overloading, racing, or using the vehicle as a stationary power source
- Alteration or modification of the vehicle, including the body, chassis, or components after the vehicle leaves the control of Ford
- Tampering with the vehicle, tampering with the emissions systems or with other parts that affect these systems
- Disconnecting or altering the odometer, or where the actual mileage cannot be determined due to the odometer being inoperative for an extended period of time
- Contaminated or improper fuel/fluids
- Customer-applied chemicals

Damage Caused by Use and/or the Environment

Surface rust and deterioration of paint, trim, and appearance items that results from use and/or exposure to the elements are not covered. Examples are:

- Stone Chips, Scratches
- Dings/Dents
- Road Salt, Tree Sap
- Bird Droppings
- Lightning, Hail
- Windstorm
- Earthquake
- Water or Flood

Office of the General Counsel

Ford Motor Company
Parklane Towers West
Suite 408
Three Parklane Boulevard
Dearborn, Michigan 48126

May 20, 1996

The St. Paul and Marine Insurance Company
Midwest Recovery Office
P.O. Box 9379
Bloomington, MN 55440-9379
ATTENTION: DEBRA PAGE

Re: Claimant: [redacted]
D/E: November 13, 1995
Y/Claim #: 15001-7221-6

Dear Ms. Page:

Following a review of the facts and circumstances surrounding this event, Ford Motor Company finds no evidence of a manufacturing or design defect, therefore, we must deny liability for this claim.

Please be advised that all necessary steps must be taken to ensure that the subject vehicle and all of its component parts are maintained and preserved for trial. Ford Motor Company has the right to inspect the vehicle and remove and test any component part that you claim to be defective, and to be presented with the vehicle and the subject component part(s) at the time of trial, should litigation ensue from this informal claim.

If you propose to repair the vehicle for continued usage, such repairs may not be performed until after Ford Motor Company has inspected the vehicle and removed and tested any component part you claim to be defective or advised you in writing that it does not intend to perform such inspection and/or testing at this time. But even in that event, Ford Motor Company will insist that all components claimed to be defective are maintained and preserved for trial.

Your engineering report is enclosed per your request.

Sincerely,

Nancy Carpenter
Claims Analyst

Encl.

[redacted]

GENERAL INCIDENT REPORT

1. Route To: Traffic ☐ Patrol ☐ Other ____

2. Incident Description: CAR FIRE

Beat: 300 | PIA: 12 | 3. Case Number: 95-11-0800

4. Type Premise: DRIVEWAY | 5. Date Occurred: 111395 | 6. Time Occurred: 2330 | 7. Date Reported: 111395

8. Location of Incident: 48 DIVISION | County: KANE | 9. Time Dispatched: 2330 | 10. Time Arrived: 2333 | 11. Time Cleared: 0010

12. Victim's Name (Last, First, Middle): [redacted] | Sex: M | Race: A | [redacted] | 14. Home Phone: [redacted]

15. Place of Employment/Occupation | 16. Address | 17. Business Phone | 18. Victim/Suspect Relationship

19. Nature and extent of injuries/illness | 20. Transported to hospital by: | 21. Hospital Name | 22. Name of Physician

23. Coroner Notified Yes ☐ No ☐ | 24. Coroner Name | 25. Date Notified | 26. Time Notified | 27. Location of Victim/Deceased at time of incident.

28. Other Persons Involving Code: V-Victim; L-Legal Owner; E-Witness; P-Person; A-Arrestee; NK-Person Notified; W-Witness; R-Person Reporting; SP-Spouse; G-Guardian; B-Business; O-Other (Specify)

RACE Code: A-Asian or Pacific Islander; B-Black; I-Indian Native or Alaskan Native; U-Unknown; W-White

No.	Code	Name (Last, First, Middle)	Sex	Race	Date of Birth	Home Address	Home Phone / Business Phone
1					/ /		
2					/ /		
3					/ /		

ID No.	Height	Weight	Build	Hair Color	Hair Style	Eye Color	Skin Tone	Place Origin	Marks/Scars, Deformities, Tattoos	Sound/Mannerisms

29. Vehicle Involved: Color: GRN | Year: 1985 | Make: LINCOLN | Body Style: 4DR | Model: TOWN CAR | License No.: AP2533 | Year: 96 | State: IL | VIN: 1LNLM82W1FY[illegible] | City Sticker No. | Stolen Yes ☐ Unk ☐ No ☒

31. Weapon or Tool Used | Pt. Hand ☐ Lt. Hand ☐ Unk. ☐ | 32. Method of entry-exit | 33. Entry

34. Remarks | 35. Evidence Taken Yes ☐ No ☒ | 36. Photos Taken Yes ☐ No ☒ | 37. Offense | 38. Where Handle | 39. Lab Number (Name) | 40. Date Notified

41. Suspect's Activity: Remaining ☐ Vandalism ☐ Valuable Items Left/Overlooked ☐

Modus Job: Pool ☐ Burn ☐ Drill ☐ Attempt ☐ Punch ☐ Other ☐

Alarm Present ☐ Disabled ☐

Entry Visible From Street: Yes ☐ No ☐

Lighting: Day ☒ Dawn ☐ Moon ☐ Dusk ☐ Dark ☐ Artificial: Bright ☐ Med. ☐ Dim ☐

Weather Conditions: Clear ☒ Fog ☐ Smoggy ☐ Rain ☐ Snow ☐ Ice ☐ Overcast ☐ Windy ☐

Temperature Range: Below 0° ☐ 60° - 70° ☐ 0° - 30° ☐ 70° - 80° ☐ 30° - 40° ☐ 80° - 90° ☐ 40° - 60° ☐ Over 90° ☐

42. Method of Theft (If Applicable): Pocket Picking ☐ Purse Snatching ☐ From Vehicle ☐ Possession of Keys or other Devices ☐ Shoplifting ☐ Unknown ☐ Other ☐ Other (Specify)

43. Name of Supervisor at Scene: SGT. [illegible] | Task Charge ☐ Observed ☐ Other ☐

44. Narrative (If property involves use Property/Business Report) Fully describe suspect and vehicle in relation to the above. If multiple offenses include here. List other names here. Enter beats or beam message No.

ON 11/13/95 @ 2330 HRS OFC. HASKO WAS DISPATCHED TO 48 DIVISION AREA WITH EFD ENGINE 1 RESPONDING TO A VEHICLE FIRE. UPON TOUCHBACK BY BOTH AND EXTINGUISHING IT WAS DETERMINED THE OWNER OF THE BLAZER WAS UNDERNEATH THE VEHICLE. NO EVIDENCE OF SUSPICIOUS ACTIVITY COULD BE DETERMINED AROUND THE VEHICLE. THE VEHICLE SUSTAINED EXTENSIVE DAMAGE DUE TO FIRE.

45. First Officer Assigned | Badge | 46. Assisting Officer Assigned | Badge

47. Case Status: Unfounded ☐ Referred to Agency Having Jurisdiction ☐

Adult Section: Exceptionally Cleared: Cleared by Arrest ☐ Failed to File ☐ Other ☐

Juvenile Section: Exceptionally Cleared: Cleared by Arrest ☐ Failed to File ☐ Other ☐

Pending Investigation ☐ Closed Otherwise ☐

48. Officer Reporting: Musson | Badge: 210 | 49. Supervisor Review and Approval (Signature): [illegible] | Badge: 44

0080-11-56

ISL Case Report 104

1447

PROPERTY /EVIDENCE REPORT

ELGIN [redacted]

ROUTE TO:
[redacted]RAFFIC [ ] PATROL [ ]
MID [✓] JUVENILE [ ]
OTHER _____

2. Type Report
Found [ ] Prisoner Property [ ]
Stolen [ ] Crime Scene Evidence [ ] Damaged [✓]
Recovered [ ] Safe Keeping [ ] Other: Specify [ ]

3. Case Report Number: 95-11-0300

4. Incident Description: CAR FIRE

5. Date: 111395 6. Time: 2330

7. Incident Location: 481 DIVISION - ST

8. Arrestee Information ID# Name Last	First	Middle	SR	DOB	Address	TX Name
01 N/A						
02						
03						
04						

9. Victim Information ID# Name Last	First	Middle	SR	DOB	Address	TX Name
V1 [redacted]			N/A	[redacted]		
V2						
V3						

10. ID	11. Item No.	Qty.	Description: Manufacturer, brand, model, etc.	Serial No.	Value
V1	1	1	[illegible] FROM CAR VIN:1LNLM82W1GY704087		5,000.00

12. Inventoried By	13. Date	14. Time	15. Turned over to or stored	16. Date	17. Time

18. Item # Officer Submitting	19. Date	20. Time	21. Received By	22. Date	23. Time

24. Analysis Requested (Give Item #)
Serology _____ Chemical _____ Fingerprints _____
Other _____ Toolmarks _____ AFIS _____

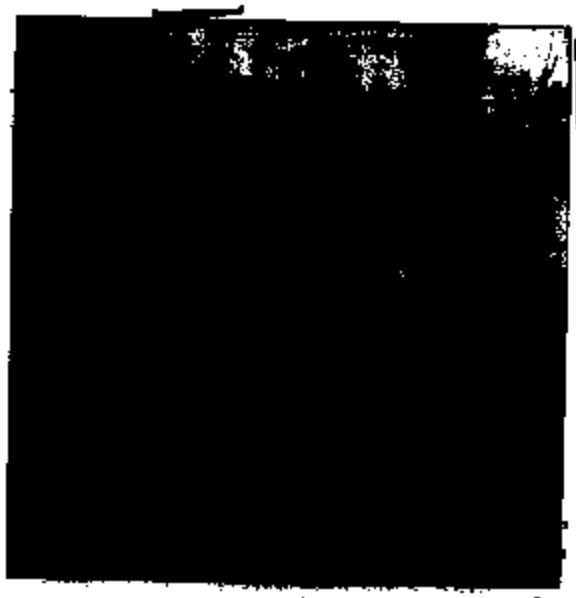
25. Remarks

26. Items Destroyed	27. Destroyed By	28. Method	29. Witnessed By	30. Date

31. Officer Reporting	Badge	32. Assisting Officer	Badge	33. Supervisor	Badge
[illegible]	224			[illegible]	47

95-11-0300

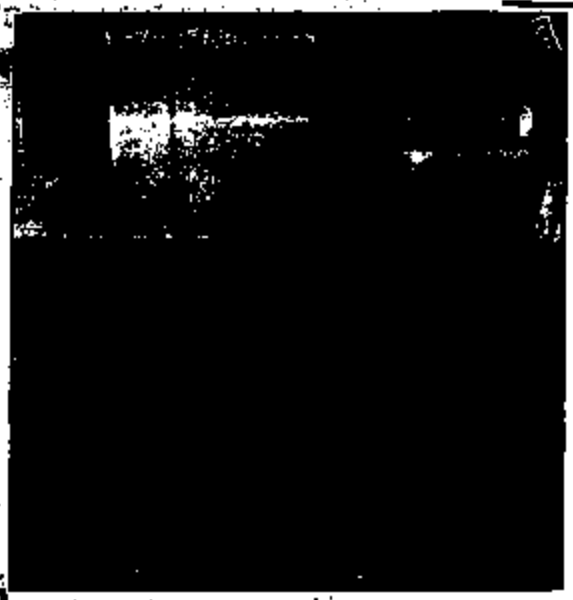
DMD-425 2/88



5982-625 26584

IV 05 [illegible]

PHOTO SHEET



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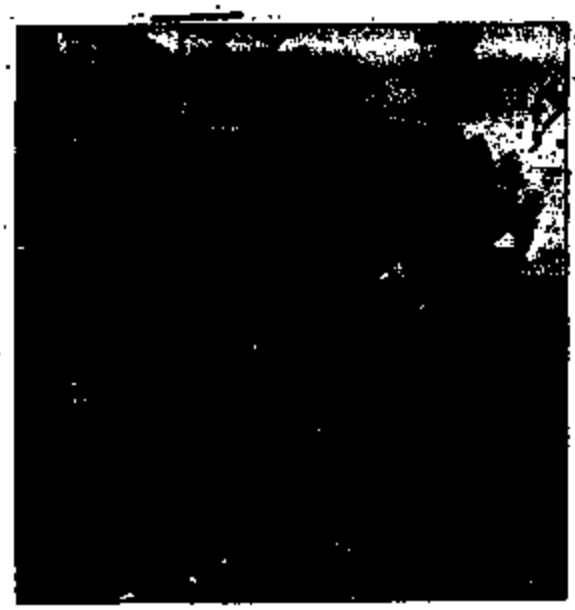


DESCRIPTION: L front

DESCRIPTION: front

DESCRIPTION:

INSURED NAME: [redacted]

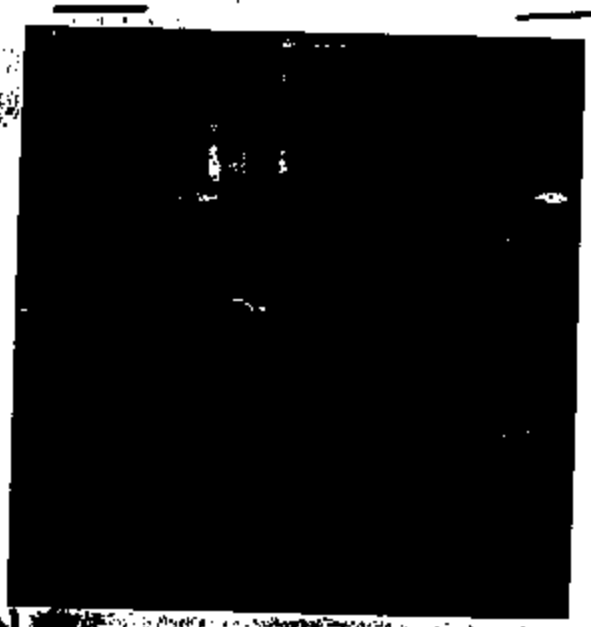
POLICY #

CLAIM: [redacted]

PHOTOS TAKEN: 1-16-96 (Date) BY: A Powers (Agent/Adjuster)

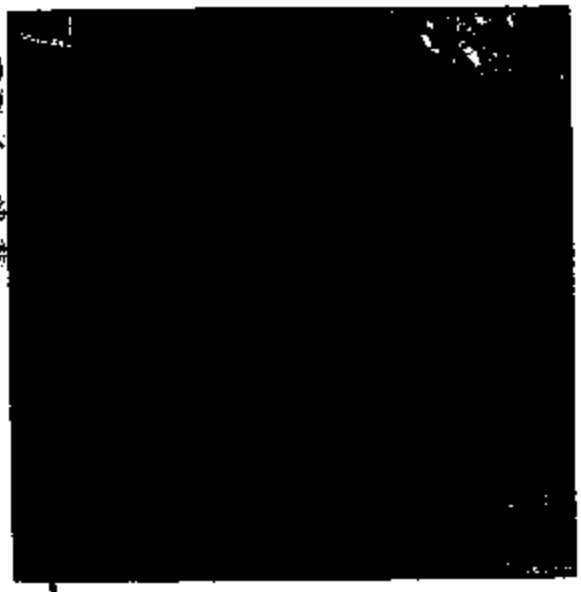
PP-219 6/89
81997

PHOTO SHEET



DESCRIPTION: Perrear

DESCRIPTION: Interior-dash



DESCRIPTION: R rear

DESCRIPTION:

INSURED NAME: [redacted]

POLICY #

CLAIM # [redacted]

PHOTOS TAKEN: 11-16-96 (Date) BY: A. Powers (Agent/Adjuster)

PF-219 6/89
61987

15001-7221-6

C. ROBERTS CONSULTING ENGINEERS, INC.
46 W 192 GRANART ROAD
BIG ROCK, ILLINOIS 60511

Charles C. Roberts, Jr., Ph.D., P.E.

708 858-3039
815 498-2080

ANALYSIS OF A 1995 LINCOLN TOWN CAR
Insured: [redacted]
Claim Number: [redacted]

REPORT TO:

Anita Powers
St Paul/Economy Ins. Co.
500 Economy Ct.
Freeport, IL 61032

Date of Report: November 28, 1995

C. ROBERTS CONSULTING ENGINEERS, INC.
48 W 182 GRANART ROAD
BIG ROCK, ILLINOIS 60511

Charles C. Roberts, Jr., Ph.D., P.E.

708 556-3039
815 498-3080

INTRODUCTION

An inspection was performed on 1995 Lincoln Town Car located at [redacted] Elgin, Illinois. The purpose of the inspection was to obtain information so that an opinion could be offered on the probable cause of a fire that badly damaged the engine. This report details the results of the inspection and an analysis.

INSPECTION

Figures 1 through 4 show various views of the vehicle. According to the insured, he had just parked the vehicle in the driveway when about a half hour later the vehicle was found to be on fire. Figure 5 is a view of the occupant compartment showing little fire damage when compared to the engine compartment. Figures 6 and 7 show views of the engine compartment. Burn patterns on the hood suggest a fire to the left side of the engine compartment. Figure 8 shows the engine compartment with the hood removed. Figures 9 and 10 are additional views of the engine. Figure 11 is a view of a wiring harness next to the brake booster. Figures 12 and 13 are close-ups of the wiring harness that appears to be at the origin of the fire. Figures 14 through 16 show a myriad of faulted wiring in this area.

CONCLUSION

In my opinion, the origin of the fire was on the left side of the vehicle in the vicinity of a wiring harness. There was electrical faulting in this area consistent with an electrical malfunction. In my opinion, the cause of the fire was an electrical malfunction causing heating in the wiring harness on the left side of the vehicle.

Respectfully Submitted,

Charles C. Roberts, Jr.

CCR/cp

Figure 1 Front view of vehicle

Figure 2 Right view of vehicle

Figure 3 Rear view of vehicle

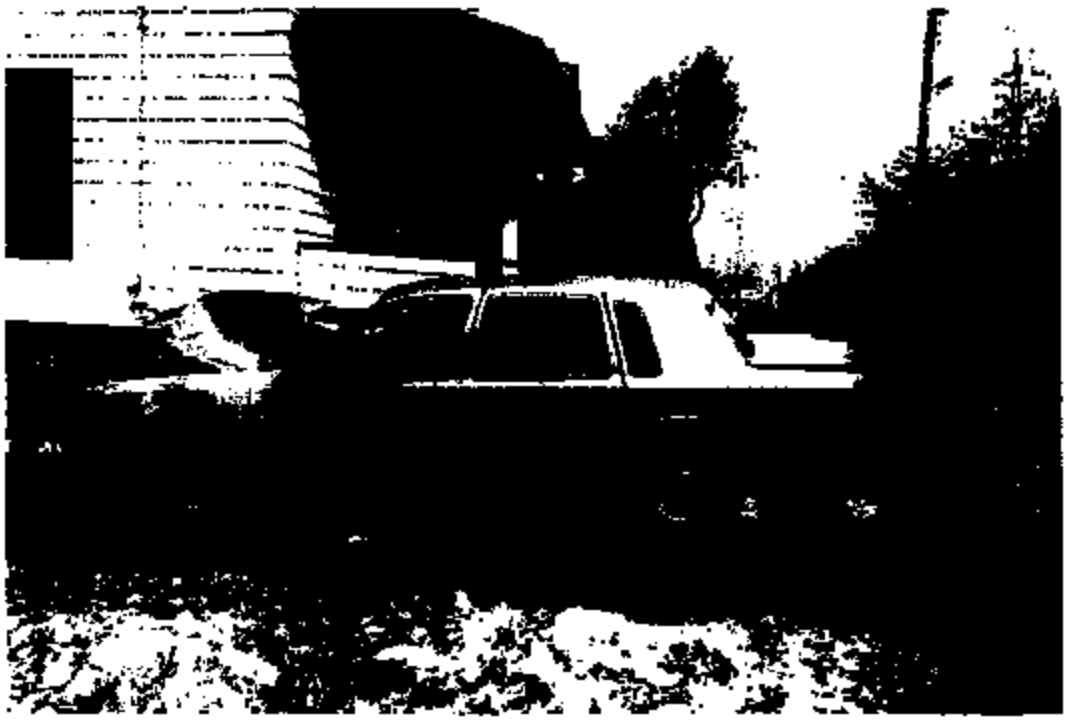


Figure 4 Left view of vehicle

Figure 5 View of occupant compartment

Figure 6 View of engine compartment

Figure 7 View of engine compartment

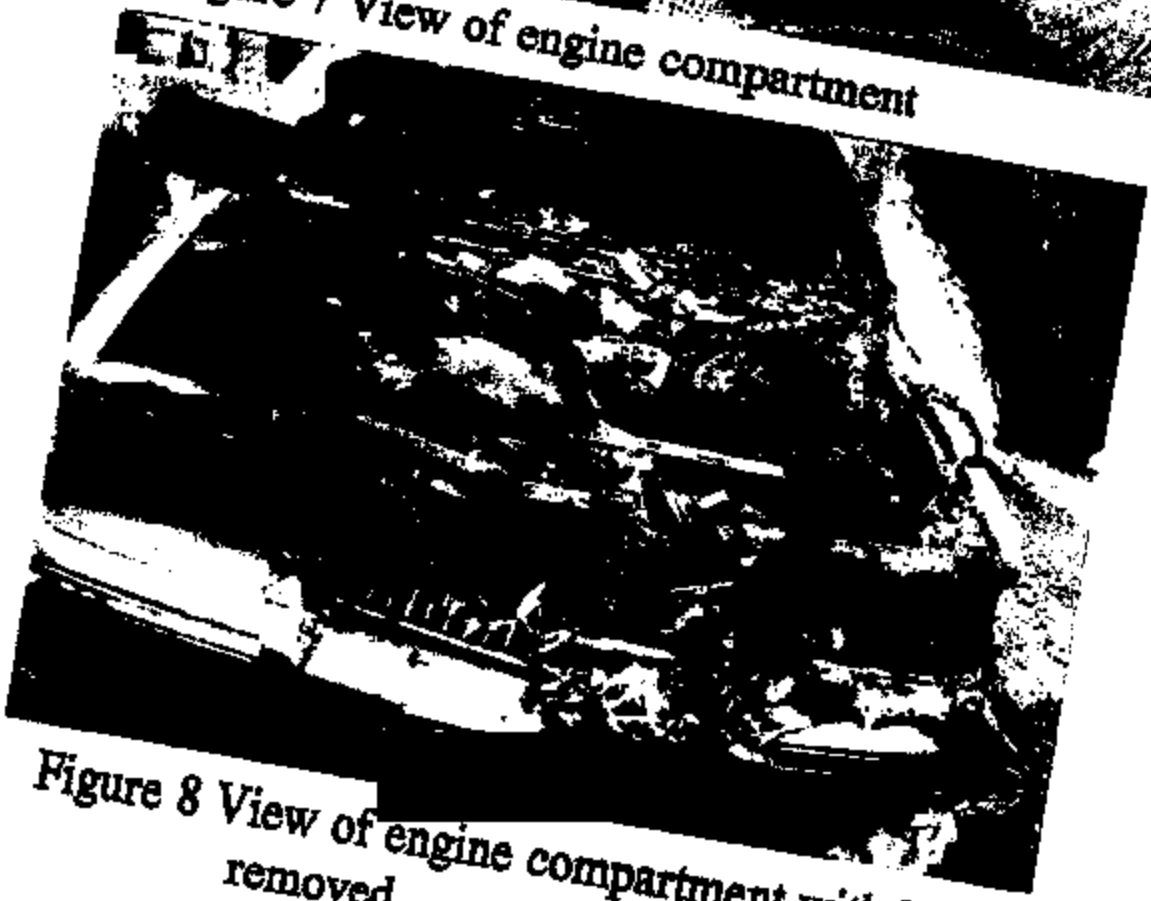


Figure 8 View of engine compartment with hood removed

Figure 9 View of left side of engine

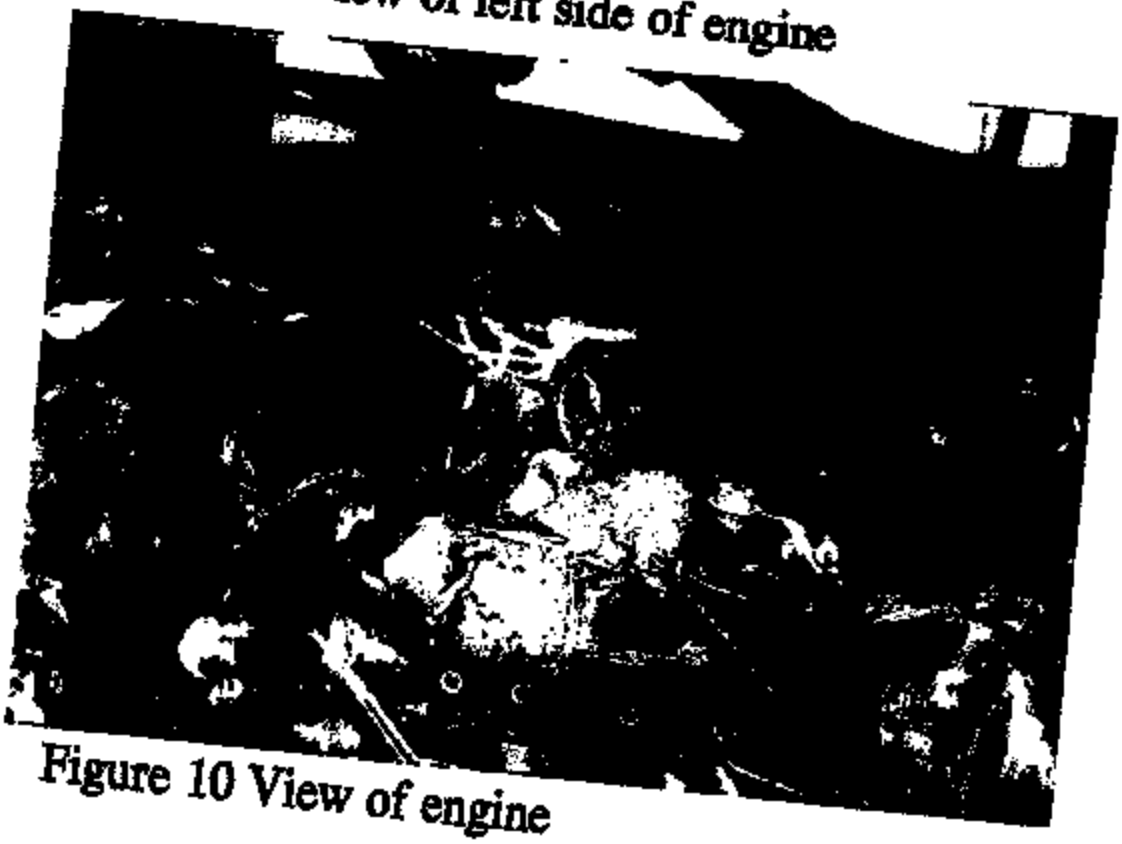


Figure 10 View of engine

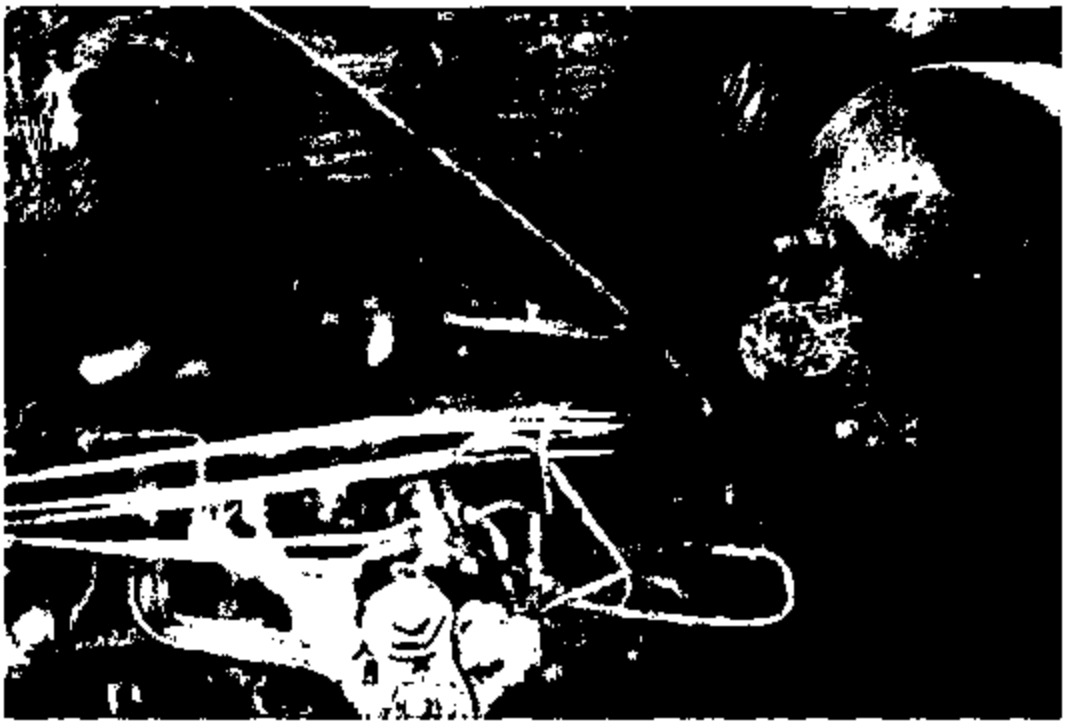


Figure 11 View of wiring harness near brake booster

Figure 12 Close-up of wiring harness

Figure 13 Close-up of wiring harness

Figure 14 Close-up of faulted wires

Figure 15 Close-up of faulted wires

Figure 16 Close-up of faulted wires

410946

TX [redacted] ED

03/99

1-1/2000 CP

00-212

4-14W

USAA

UNITED SERVICES AUTOMOBILE ASSOCIATION
9800 Fredericksburg Road, San Antonio, TX 78288

415045

CONSUMER AFFAIRS
FORT MOTOR CORP.
16800 EXECUTIVE DEPT
MD #3NE/B
DEARBORN MI 48126-4207

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT
MAR 11 1999
OFFICE OF THE GENERAL COUNSEL

February 28, 1999

Policyholder: [redacted]
Reference Number: [redacted]
Date Of Loss: November 20, 1998
Loss Location: Claypool, Indiana
FIRE OF OUR 1995 LINC.TOWN CAR
VIN. NO. 1LNLM81W6SY638160

DEAR SIR:

As a result of the above incident, our insured's property was damaged in the amount of $20,461.30.

Our investigation reveals liability rests with you. We are subrogated to our insured's right of recovery against you to the extent of our payment. Our insured has no authority to give you a release for any portion of this loss for which we have paid.

The attached form needs to be completed and returned to us. However, if you were not insured please forward your certified check or money order made payable to USAA. Also, show the reference number above on your check. Please call me if you would like to discuss a payment plan.

If you wish to discuss this matter, please contact me.

Sincerely,

Virginia Gonzales

Virginia Gonzales
Claims Representative
Great Lakes Region
Phone: 1-800-531-8222 ext.7-9652
Fax Phone: 1-800-845-9053

Encl: 12763 Env

CONSUMER AFFAIRS SECTION
'99 MAR -5 P1:19

9536033 - 1 - IN - 11/20/98 - 1017 - 12 - P123

ERE2-025 28068

REQUEST FOR INSURANCE INFORMATION

Policyholder: [redacted]
Reference Number: [redacted]
Date Of Loss: November 20, 1998
Loss Location: Claypool, Indiana

Please fill out the following information about your insurance company and return it to us at your earliest convenience.

Claimant Name: FORT MOTOR CORP.

Your Insurance Company Name

_____

Your Insurance Company Address

_____

_____

Your Policy Number

_____

The Agent or Claims Office you reported your claim to

_____

94-58448

000001

X702F 2

CONTINUED

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- 4.61 OHC V8 ENGINE
- SEQUENTIAL MULTI-PORT ELECTRONIC FUEL INJECTION
- ELECTRONIC AUTOMATIC OVERDRIVE TRANSMISSION
- SPEED SENSITIVE VARIABLE ASSIST POWER STEERING
- SLA FRT/4-BAR LINK RR COIL SPRING SUSPENSION
- FRT/REAR STABILIZER BARS
- POWER 4-WHEEL DISC BRAKES
- EXTERIOR ONE-PIECE/ENCLOSED SHOCK ABSORBERS
- ALL SEASON RDIAL STEEL BELTED MATCH TIRES
- DUAL-CFC AIR CONDITIONER
- TINTED GLASS
- TILT STEERING WHEEL
- INTERVAL WINDSHIELD WIPERS
- AUTO PARKING BRAKE RELEASE
- DRIVER AND PASSENGER SIDE AIR BAGS-SRS
- FRT/REAR 3-PT SAFETY BELTS
- CHILDPROOF REAR DOOR LOCKS
- REAR SEAT HEADREST
- VINYL CARPET SEATS W/4-WAY POWER, FOR LUMBAR, & FOR RECLINE ON DRIVER SEAT
- FRT/REAR CENTER ARMRESTS
- AM/FM STEREO CASSETTE
- ANTENNA & DIGITAL CLOCK
- MAINTENANCE FREE BATTERY
- POWER WINDOWS AND MIRRORS
- REAR SEAT ASSIST HANDLES
- REMOTE FUEL DOOR RELEASE
- 20.0 GAL. FUEL TANK
- LOW LIFT AUTO 20.6 CU.FT. LUGGAGE AREA W/CARGO NET
- CLEARCOAT PAINT
- DUAL OUTSIDE

PRICE INFORMATION

	Manufacturer's Suggested Retail Price
STANDARD VEHICLE PRICE	$21570.00
OPTIONAL EQUIPMENT	
PREFERRED EQUIPMENT PKG.17BA	1670.00
.ELEC REAR WINDOW DEFROSTER	
.FRONT CARPET FLOOR MATS	
.REAR CARPET FLOOR MATS	
.PARKA LACE GROUP	
.FINGER/TIP SPEED CONTROL	
.POWER REAR ANTENNA	
.ILLUMINATED ENTRY	
.FRONT CONVERSION LAMPS	
.REAR LICENSE PLATE FRAME	
.LUGGAGE LIGHT GROUP	
.MOUTHGUARD PAINT STRIPE	
.LEATHER WRAP STEERING WHEEL	
.CAST ALUMINUM WHEELS	
PRIME/BELD RDM TIRES	
PERFORMANCE & HANDLING PACKAGE	1065.00
REMOTE KEYLESS ENTRY	215.00
FRONT LICENSE PLATE BRACKET	NO CHARGE
LEATHER TRIM CARPET SEATS	330.00
TOTAL VEHICLE & OPTIONS	24835.00
DESTINATION & DELIVERY	575.00
TOTAL BEFORE DISCOUNTS	25425.00
OPTION PACKAGE SAVINGS COMPARED WITH BUYING THESE OPTIONS SEPARATELY	- 615.00
SPECIAL-VALUE DISCOUNT	- 1360.00
TOTAL SAVINGS	- 1975.00

[redacted]

SOLD TO
NORTH SHORE L-M INC
ONE CROSS STREET
PEABODY
MA 01960

SHIP TO

SHIP THROUGH

STOCK: 1204274

ZHELNTSHRX7425SR | 120 491 | ST. THOMAS | DATE | DCN | 1991 5 TC AA 416 000001

DHG-420 20000

CSCN140 **VEHICLE DATA** 95/10/09 14:28:03

==>

ENTER VIN ==> 2MELM75W_X702552

NAME ==> GRAY ZIP ==> 01960 MODEL YR ==>

OWNER NAME : [redacted]

STREET ADDR : [redacted]

:

CITY : PEABODY N/A DATE: 94-11-07

ST/PRV: MA CTRY: ZIP/POSTAL CODE: [redacted] N/A SOURCE: M

MODEL YEAR : 94 PLANT: X SALE DATE: 94-08-23

BODY STYLE DESC: 4 DOOR SEDAN LS PRODUCTION DATE: 94-07-06

VEHICLE DESC : 1994 GRAND MARQUIS

	DIVISION	DISTRICT	ZONE	DEALER	PDC CODE	FCSD REGION
SHIP-TO						
FACING	3	36	A	491		
RESPONSIBLE	3	12	A	491		

CA EMISSION : ENGINE TAG CODE : EG906AA CAMPAIGN COUNTS

NAVIS STATUS : 000 COMPANY CAR IND : TOTAL CAMPAIGNS : 01

DSO DISTRICT : FLEET CODE : OPEN : 01 CLOSED : 00

DSO NUMBER : FLEET STATUS : ACTIVE : 01 HISTORY : 00

F1=INQUIRY F3=EXIT F4=G160 F5=G150 F8=CONTINUE SEARCH F9=G130

OGDB140

E982-625 20007

CSCN150 CAMPAIGN VEHICLE INFORMATION 95/10/09 14:28:34
==>

ENTER CAMPAIGN NUMBER==> 94S89 VIN==> 2MELM75W2RX702552 TYPE OF SEARCH: A
MODEL YEAR: 94 DEFECT: ADAPTER PLT. BODY STYLE: 4 DOOR SEDAN LS
DEALER STATUS CODE: _ CAMP DIV : 6
REPAIR INFORMATION: SUPP CODE :
TYPE CODE: _ REPAIR DATE: _____ KIT CODE : AA
DEALER P/A: _____ MICRO REF: _____ OASIS DATE : 94-08-12
DELETE REASON: ___ VENDOR N/A INFORMATION:
RESP DEALER INFORMATION: NEN: _ __ ___ IND: MATCH CODE:
CURRENT: 3 12 491 ASSIGNED: 94-11-08 SOURCE: PX EXTRACT DATE:

****** STATUS INFORMATION: ******* ********** REPAIR INFORMATION: **********

CODE	DESCRIPTION	DATE	TYPE	DATE	P/A	CLAIM#	MICRO#	CL SRC
M	RELEASED FOR MAILING	94-12-06						
M	RELEASED FOR MAILING	94-08-17						
R	READY TO RELEASE	94-08-11						

DELETE REASON:
F1=INQUIRY F2=G140 F3=EXIT F5=G130 F7=FIRST F8=NEXT F9=MORE STATUS
F10=ADD STATUS F11=REVISE
I037-NO MORE DATA TO DISPLAY OGDB140

HART AND LAMOND, P.C.
ATTORNEYS AT LAW
SUITE 427-428
174 CENTRAL STREET
LOWELL, MA 01852
TELEPHONE (508) 454-1181
TELECOPIER (508) 454-8880

DAVID J. HART
JOHN T. LAMOND
JAY L. SEIBERT*
PATRICIA A. MATTHEWS
*ALSO ADMITTED IN MAINE

WALTER C. GALLAGHER
SEMI-RETIRED

FORD MOTOR COMPANY
RECEIVED
CLAIMS
OCT 5 1995
OFFICE OF THE GENERAL COUNSEL

October 2, 1995

CERTIFIED MAIL: RETURN RECEIPT REQUESTED

FORD MOTOR COMPANY
Parklane Towers West, Suite 300
Three Parklane Boulevard
Dearborn, Michigan 48126-2568

RE: [redacted] as subrogee of [redacted]

Dear Sir/Madam:

I represent [redacted], through [redacted] its insurer, concerning its claim with respect to your company's manufacture, assembly and sale of a 1994 Mercury Grand Marquis Sedan, VIN 2MELM75W2RX702552. On or about October 28, 1994, said motor vehicle spontaneously erupted in fire as a result of an electrical malfunction in said motor vehicle during normal intended and expected use, as a result of which extensive damages were caused to said motor vehicle.

It is our contention that your company breached implied warranties of fitness and merchantability with regard to the manufacture, assembly and/or sale of this vehicle and/or the component parts thereof. Demand is hereby made for payment of damages in the amount of $22,043.00, the total net loss.

It is my further contention that your company's conduct in this transaction in your manufacturing, assembly and/or sale of this defective vehicle and/or its component parts constituted a breach of implied warranties of fitness and merchantability and as a consequence thereof was an unfair and deceptive act or practice as defined and described in Massachusetts General Laws Chapter 93A and the regulations promulgated thereunder. See also [redacted] (Mass. 1984) and [redacted] v. [redacted] Mass. 185 (1990).

In accordance with the requirements of Chapter 93A, this letter constitutes a written demand for relief. In the event that the damages of $22,043.00 are not paid within thirty (30) days of your receipt hereof, we will seek an award of treble damages, attorney's fees and costs in any litigation which may be filed in this case.

DAVID J. HART
JOHN T. LAMOND
JAY L. SEIBERT
ATTORNEYS AT LAW

May I have your response?

Very truly yours,

David J. Hart
HART AND LAMOND, P.C.

DJH/ck

cc: [redacted]

ARDIFF & MORSE, P.C.
ATTORNEYS AT LAW
ONE CORPORATE PLACE
95 PENNCROFT ROAD
DANVERS, MA 01923

(508) 774-7163
FAX (508) 774-7164

September 19, 1995

Certified Mail
Return Receipt Requested
Z#040 682 683

Chief Executive Officer
Ford Motor Company
c/o Skip Keyes, Senior Claims Analyst
Suite 300
Parklane Towers - West
3 Parklane Blvd.
Dearborn, MI 48126

Certified Mail
Return Receipt Requested
Z#040 682 684

Chief Executive Officer
Ford Motor Credit Corporation
c/o Gary Sirface
Department Manager, Customer Service
One Term Drive
Andover, MA 01810

RE: Claimants: [redacted]
Date of Loss: October 28, 1994
FMC Claim No.: 94-5048

Dear Sirs:

As you may know, this office represents [redacted] with regard to property damage and emotional distress suffered by them on October 28, 1994 when a green 1994 Mercury Grand Marquis sedan leased by [redacted] as principal of [redacted] exploded and caught fire in their driveway at [redacted] Peabody, Massachusetts. This letter is a demand for relief pursuant to M.G.L. Chapter 93A on behalf of [redacted] for damages they sustained as a result of the negligence and/or breach of warranty of merchantability by Ford Motor Company ("FMC") and Ford Motor Credit Corporation ("FMCC") which caused the explosion and fire.

A. THE OCCURRENCE

On August 23, 1994, [redacted] in her capacity as President and sole Director of [redacted] leased a 1994 Mercury Grand Marquis from North Shore Lincoln Mercury in Peabody, Massachusetts. FMCC financed the lease (lease number JNN[redacted]FMJ5) and was the registered owner of the vehicle. At the inception of the lease [redacted] made a deposit of $5,787. The vehicle was insured by Travelers Insurance under a "garage-keeper's" policy for [redacted]

[redacted] had driven the new Ford 2,142 miles before the explosion. No service or repairs were performed on the vehicle during this time, and the vehicle had sustained no damage prior to the subject incident.

On October 28, 1994, a short time after [redacted] had parked the Ford in her driveway at 20 Clark Road, she heard two explosions. She looked out her window and saw that the Ford was on fire. She and her newborn baby got out of the home and [redacted] watched as the fire from the vehicle spread to her home. [redacted] was called from work and arrived to see the home ablaze. Attached at Tab 1 are color photocopies of the damage to the vehicle and to [redacted] home as a result of the explosions and subsequent fire. The charred Ford remained in her driveway until November 22, 1994.

B. THE CHAPTER 93A VIOLATIONS

Under Massachusetts law, every sale or lease of consumer goods carries with it an implied warranty of merchantability which cannot be modified or limited in any way. M.G.L. c.106 §§2-314 and 2-316A. A breach of the warranty of merchantability, such as the original equipment defect in the subject vehicle that exploded, constitutes an unfair and deceptive practice under M.G.L. c.93A §2. Further, the Massachusetts Attorney General has promulgated a regulation pursuant to Chapter 93A providing that "[i]t shall be an unfair and deceptive act or practice to fail to perform or fulfill any promises or obligations under a warranty." 940 C.M.R. 3.08(2). The regulations specifically include the implied warranty of merchantability under the definition of "warranty." 940 C.M.R. 3.01.

In addition to the warranty breach, at least two cause-and-origin experts have examined the vehicle on behalf of FMC (and/or its affiliated companies FMCC and Ford Leasing) since the occurrence. The first examination was performed in November 1994 by Larry Earhard who not only inspected the vehicle for the cause and origin of the fire/explosion, but also interviewed [redacted] at length on two occasions. A second inspection, which lasted approximately three hours, was

performed by Ford engineer Burgess Young on May 9, 1995 at Travelers' storage facility in Salem, New Hampshire.

Despite repeated requests, FMC by its attorneys has failed to provide either (a) copies of the reports generated by these inspections, or (b) a summary of the experts' conclusions and the factual bases therefor. Consequently, [redacted] are unable to determine why FMC continues to deny their claim. Indeed, one obvious inference to be drawn from FMC's failure to produce this information is that FMC's own experts have concluded that the likely cause of the fire/explosion was in fact a defect in the vehicle's original equipment.

By contrast, Travelers has supplied a copy of the report by its cause-and-origin expert, Dennis Lyons. He concludes that the cause of the fire and explosion was the overheating and ignition of a defective electrical component located at the left front of the engine compartment. Attached at Tab 2 is a copy of that report. We are also informed that other Ford vehicles of of similar configuration have exploded and/or caught fire under similar circumstances.

C. DAMAGES

As a result of the explosions and fire, [redacted] vehicle was a total loss and approximately $17,102 damage was done to the [redacted] home. Following the incident, Mrs. Gray promptly notified all relevant parties of her loss: Travelers, her homeowner's carrier Utica, FMC and FMCC.

As a result of the negligence and/or warranty breach by FMC and FMCC, the [redacted] special damages are as follows:

Damage to Home (Utica subrogation):	$17,102.13
Down payment on the lease:	5,787.69
Utica Insurance deductible:	500.00
Travelers Insurance deductible:	500.00
Lease payments prior to loss:	525.38
Rental of replacement vehicle:	845.25
Public Adjuster fee relating to Utica loss adjustment:	1,553.47
	$26,813.92

Attached at Tab 3 is a copy of statement as to cost of repairs to the [redacted] home and a breakdown of the necessary repairs; at Tab 4 is a copy of the lease executed by [redacted] with North Shore Lincoln Mercury, Inc.; at Tab 5 is a copy of the extension

agreement which evinces lease payments made by [redacted] and at Tab 6 is a copy of the bill regarding the rental of the replacement vehicle.

In addition, [redacted] have sustained severe emotional distress as a result of this incident. Specifically, both suffer from sleeplessness, depression, feelings of despair, concentration problems, and have difficulty in driving and working. In addition, [redacted] has a fear of parking her husband's vehicle in the garage or even near their home. Further, they are continually reminded of the incident due to the fact that the damage to their home has not been fully repaired. The emotional distress components of these claims are valued conservatively at $40,000 per claimant.

D. DEMAND FOR RELIEF

In light of the above, including [redacted] horrific experience of witnessing her car explode and home catch fire, the [redacted] resulting emotional distress, and special damages in excess of $26,000, demand is hereby made for prompt payment of $106,000 in full settlement of all claims [redacted] have against Ford Motor Company and Ford Motor Credit Corporation.

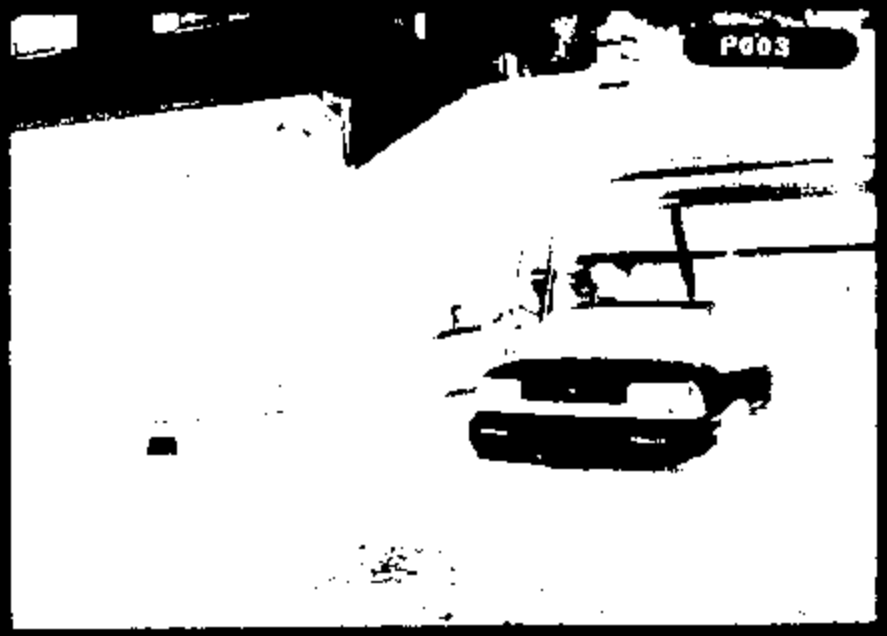
As you may know, M.G.L. Chapter 93A provides a thirty-day period for reply to this demand for relief. Should this matter not be settled, a court may subsequently find that refusal to grant relief upon this demand was made in bad faith or with knowledge or reason to know that the act complained of did violate Chapter 93A §2. In that case, [redacted] would be entitled to recover multiple damages of up to three times the value of their claim. In any event, if a court finds a violation of Chapter 93A §2, [redacted] would be entitled to recover their reasonable attorney's fees and costs of litigation in accordance with Chapter 93A §9.

Very truly yours,

Paul R. Schneider

PRS:tm
Enclosures

cc: William B. Scarpelli, Esq.
Campbell & Associates
One Constitution Plaza
Boston, MA 02129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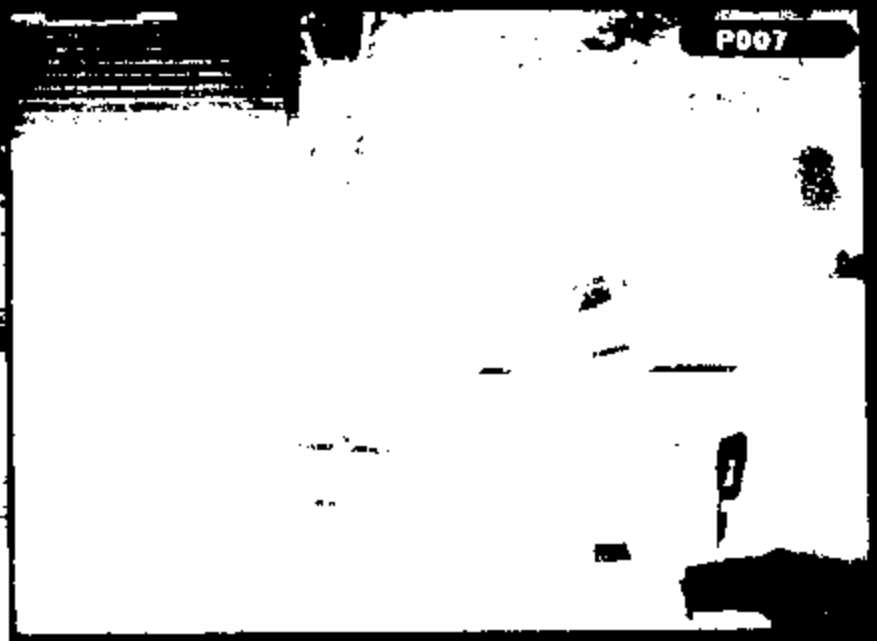

P007

S. D. LYONS, INC.

Specialists: Automobile Fires, Fraud Detection, Physical Damage and Mechanical Analysis, Accident Reconstruction

855 WATERMAN AVENUE, SUITE C
EAST PROVIDENCE, RI 02914-1700
TEL.: (401) 438-9380 / FAX: (401) 438-9406

March 6, 1995

Travelers/Premier
P.O. Box 9201
Westwood, MA 02090
Attention: Mary Anne Hayes

SDL # 6410.1

Re:

File No.:	DFT 8669	
Insured :	[redacted]	
Vehicle :	1994 Mercury Grand Marquis	
VIN :	2MELM75W2RX702552	
ODOM :	2,142	
DOL :	October 28, 1994	

Background
The 1994 Mercury Grand Marquis was purchased as a new vehicle by the insured. The Mercury was parked in the driveway of the insured's residence for approximately one hour on October 28, 1994. The insured was in the house, heard the horn sounding, and went out and observed the vehicle on fire. The insured heard two explosions while the vehicle was burning. The fire department responded and extinguished the blaze in the vehicle and on a portion of the dwelling.

Objective
Inspect the Mercury Grand Marquis and determine the origin and cause of the fire.

The Mercury was inspected by S. D. Lyons, Inc., on November 3, 1994, at the owner's residence at 20 Clark Road in Peabody, Massachusetts.

Report Highlights
The Mercury Grand Marquis was purchased as a new vehicle. There were no aftermarket accessories in the vehicle, and the Mercury had not been previously damaged or repaired. The vehicle had been parked and at rest for approximately an hour before the fire occurred. The fuel system or exhaust heat did not cause the fire. The fire originated at the left front of the engine compartment just behind the radiator support. The fire was

caused by an electrical defect in the electrical circuits, which remain energized while the vehicle is parked and at rest. The fire was accidental in nature.

MAJOR FINDINGS

Vehicle Equipment

The vehicle is a 1994 Mercury Grand Marquis, four door. It is equipped with a 4.6 liter, overhead cam fuel injected V8 engine mounted inline with an automatic four speed transmission and rear wheel drive. The Mercury was also equipped with air conditioning, cruise control, ABS brakes, gas pressurized shock absorbers, alloy wheels, keyless entry, power windows, power locks, power mirrors, leather upholstered front and rear bench seats, a cassette stereo/radio, and a tilt steering column assembly with an air bag. The Grand Marquis was not equipped with any aftermarket accessories.

Cosmetic Condition Before Loss

An examination of the framerails, the radiator support, and each of the body panels revealed no evidence of prior repairs or repainting. The Grand Marquis was brand new at the time of the loss and had the original painted finish. There was no existing collision damage to the body panels or trim. Nothing was missing from the interior or the exterior of the vehicle.

Vehicle Inspection at Residence

At the time of the inspection, the Mercury was parked on the left side of the insured's driveway. The left front of the Marquis was approximately four feet from the front of the garage. The left front body structure of the Marquis was extensively burned. The Marquis had not been moved since the fire. Radiant heat produced by the burning vehicle ignited shingles and trim on the front of the garage attached to the main dwelling. The garage door was open at the time of the fire. The evidence clearly indicates that the fire originated at the left front of the Mercury Grand Marquis then spread to the dwelling at a later stage.

Burn Pattern Analysis

Burn patterns appearing on the exterior body panels of the Mercury Grand Marquis consist of melting to the left side of the

caused by an electrical defect in the electrical circuits, which remain energized while the vehicle is parked and at rest. The fire was accidental in nature.

MAJOR FINDINGS

Vehicle Equipment

The vehicle is a 1994 Mercury Grand Marquis, four door. It is equipped with a 4.6 liter, overhead cam fuel injected V8 engine mounted inline with an automatic four speed transmission and rear wheel drive. The Mercury was also equipped with air conditioning, cruise control, ABS brakes, gas pressurized shock absorbers, alloy wheels, keyless entry, power windows, power locks, power mirrors, leather upholstered front and rear bench seats, a cassette stereo/radio, and a tilt steering column assembly with an air bag. The Grand Marquis was not equipped with any aftermarket accessories.

Cosmetic Condition Before Loss

An examination of the framerails, the radiator support, and each of the body panels revealed no evidence of prior repairs or repainting. The Grand Marquis was brand new at the time of the loss and had the original painted finish. There was no existing collision damage to the body panels or trim. Nothing was missing from the interior or the exterior of the vehicle.

Vehicle Inspection at Residence

At the time of the inspection, the Mercury was parked on the left side of the insured's driveway. The left front of the Marquis was approximately four feet from the front of the garage. The left front body structure of the Marquis was extensively burned. The Marquis had not been moved since the fire. Radiant heat produced by the burning vehicle ignited shingles and trim on the front of the garage attached to the main dwelling. The garage door was open at the time of the fire. The evidence clearly indicates that the fire originated at the left front of the Mercury Grand Marquis then spread to the dwelling at a later stage.

Burn Pattern Analysis

Burn patterns appearing on the exterior body panels of the Mercury Grand Marquis consist of melting to the left side of the

aluminum hood panel and extensive scorching to the left front fender, the left framerail, the left side of the radiator support, and the left side of the aluminum bumper support. The patterns indicate that the fire burned with the longest duration at the left front of the engine compartment. The fire progressed toward the rear of the compartment at a later stage.

The right front fender was not burned, and the plastic lamps in the right front of the vehicle were not melted. The Marquis is fitted with a flexible bumper cover and an aluminum bumper support. The right side of the bumper cover and the radiator support still remained painted and they were not burned. The left side of the bumper cover was consumed, and the left side of the aluminum bumper support was melted. The left side of the radiator support was extensively scorched. Within the engine compartment, the Marquis had plastic inner fender panels. The left side plastic inner fender panel was consumed. The right side plastic inner fender panel remained in place, although it had begun to melt.

The Grand Marquis is equipped with a 4.9 liter, V8 engine. The V8 engine has electronic sequential fuel injection and overhead camshafts. It has fiberglass camshaft covers. Components on the top side of the V8 engine were melted. The engine utilized a plastic air induction system that attached to the alloy throttle body at the center rear of the engine. The plastic had melted and pooled on the top of the intake manifold. Components in the front of the engine and along the right side of the engine compartment were damaged by a buildup of convection heat. Plastics began to melt, but there was only minimal consumption. The patterns clearly indicate that the fire did not originate anywhere on the top of the V8 engine, the front of the engine, or along the right side of the engine compartment.

The left side framerail and all components above the framerail were extensively burned from the firewall panel forward. The burn patterns indicate that the fire progressed toward the rear of the engine compartment and burned the firewall panel at a later stage. The left side of the windshield began to burn, and the top of the dash pad began to melt. However, the fire was extinguished before it progressed into the passenger compartment. The melting of the aluminum hood indicates that the fire burned with a longer duration toward the front of the compartment but quickly progressed toward the rear. The entire left side of the aluminum hood panel was melted above the left framerail.

The fire did not progress into the passenger compartment. The leather upholstery of the front and rear seats was damaged by a buildup of smoke and soot. Plastics in the left side of the dash began to melt but damage was minimal. The patterns within the passenger compartment clearly indicate that the fire did not originate anywhere in the dash assembly or within the passenger compartment.

An examination of the left side of the engine compartment revealed that the fire had burned intensely at the left front just behind the radiator support. This area exhibited evidence that the fire burned with the longest duration and consumed all of the available combustible materials and began to melt alloy components. Several wiring harnesses extend from the left side of the firewall panel toward the left front of the compartment. There were a series of relays and electrical components mounted on the inner fender panel and in the left front of the engine compartment. All of the electrical wire insulation and all of the plastic components of the electrical items were consumed by the fire. Only the wire cores and several metal components of the electrical items remained. The electrical wiring system, extending from the firewall panel to the front of the vehicle, was completely destroyed by the fire. We examined many of the remains of the wire strands. We found evidence of numerous melted and beaded ends. The small wire strands would melt and bead during the natural course of the fire. As wiring insulation was melted, many of the electrical circuits began to short and were energized during the course of the fire.

The Grand Marquis has a fuel pump relay and an engine control module relay located at the left front. These relays remain energized at all times, even when the vehicle is parked and at rest. A faulty relay could result in overheating of the relay, melting of the plastic, and subsequent ignition of the plastics and surrounding combustible materials. Because all of the relays and electrical components were destroyed by the fire, we could not analyze the individual circuits and components.

The fuel injection system has a fuel inlet and fuel return line that extends along the left framerail. The inlet lines connect to the fuel inlet and return line on the rail located over the left side camshaft cover. Two flex hoses connected the lines. The flex hoses were consumed by the fire, and only the steel lines remained. The evidence is not consistent with the leakage of fuel and subsequent ignition of the vapor. Because the vehicle had been at rest for a period of an hour and there were no ignition sources present in the engine compartment while the vehicle was at rest, the fuel system could not have caused the fire. Residual fuel in the line at the time of the fire would have been consumed rapidly with minimal effects to the resulting burn pattern.

Fire Origin and Cause

The origin of the fire was at the left front of the engine compartment just behind the radiator support. The cause of the fire was the overheating and ignition of an electrical component located at the left front of the engine compartment. There are several wiring circuits and relays that are energized even when

the vehicle is parked and at rest. Because the electrical system was destroyed by the fire, we could not determine the exact cause. Heat was generated by the electrical malfunction and plastics were ignited. The fire was accidental in nature. The fire was the result of a defective component in the electrical system at the left front of the 1994 Mercury Grand Marquis.

D. Dennis Lyons

Photograph 1
Right rear view of the 1994 Mercury Grand Marquis. The vehicle was brand new, and it had not been previously damaged or repaired.

Photograph 2
Left rear view. There was no existing collision damage. Nothing was missing from the Marquis at the time of the loss.

Photograph 3
The Marquis was parked in the insured's driveway at the time of the fire. The fire spread from the Grand Marquis to the dwelling at a later stage.

Photograph 4
The left front of the Marquis was parked in close proximity to the front of the garage. The garage door appeared to have been open at the time of the loss.

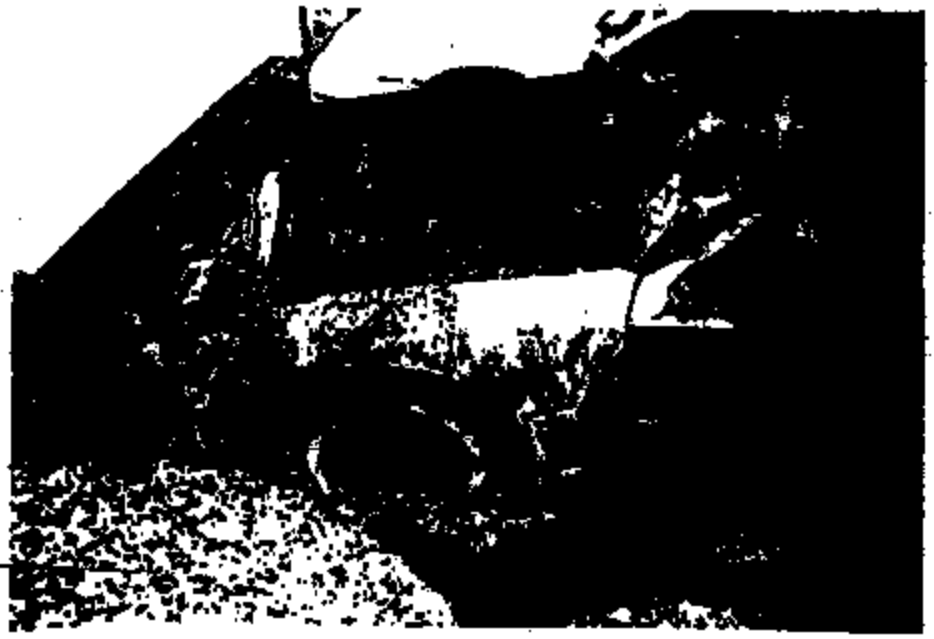
Photograph 5
View of damage to the front of the garage.

Photograph 6
Left front view of the Grand Marquis. The fire burned with a longer duration at the left front of the engine compartment. It progressed toward the rear of the engine compartment at a later stage.

Photograph 7
View of the melted hood panel. Most of the scorching and melting to the hood occurred at the left front.

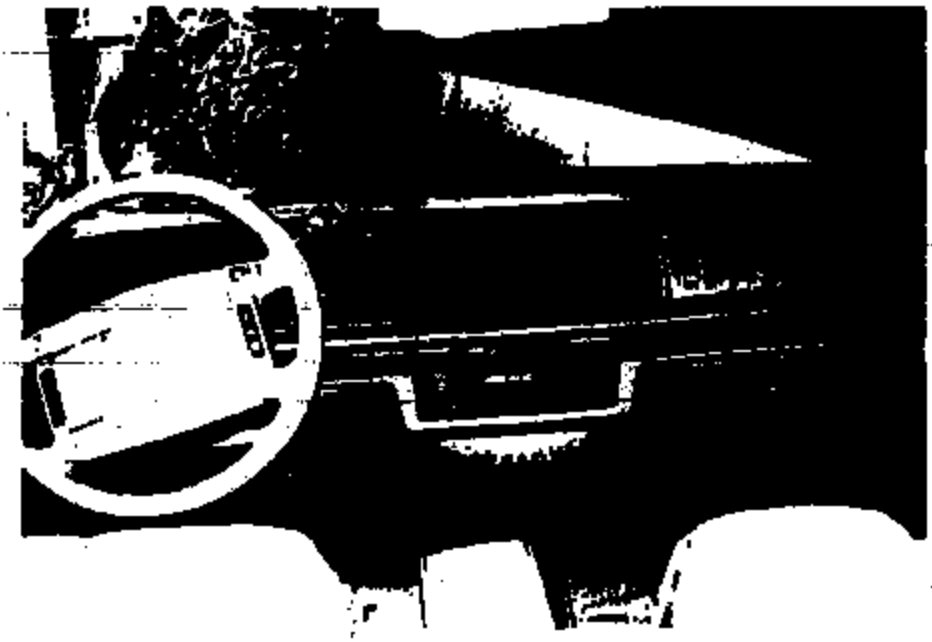
Photograph 8
Right front view of the Marquis. The fire did not spread to the right side of the hood panel or to the right front structure of the vehicle.

Photograph 9
View of burn patterns at the left front. The left side of the radiator support was extensively scorched, and the left side of the bumper support was melted.



Photograph 10
Another view of the burn patterns. They show the fire originated at the left front of the engine compartment and then progressed toward the rear at a later stage. It began to burn through the windshield and melt the dash panel before it was extinguished. The consumption of materials and the duration factors indicate that the fire did not originate at the rear of the compartment.

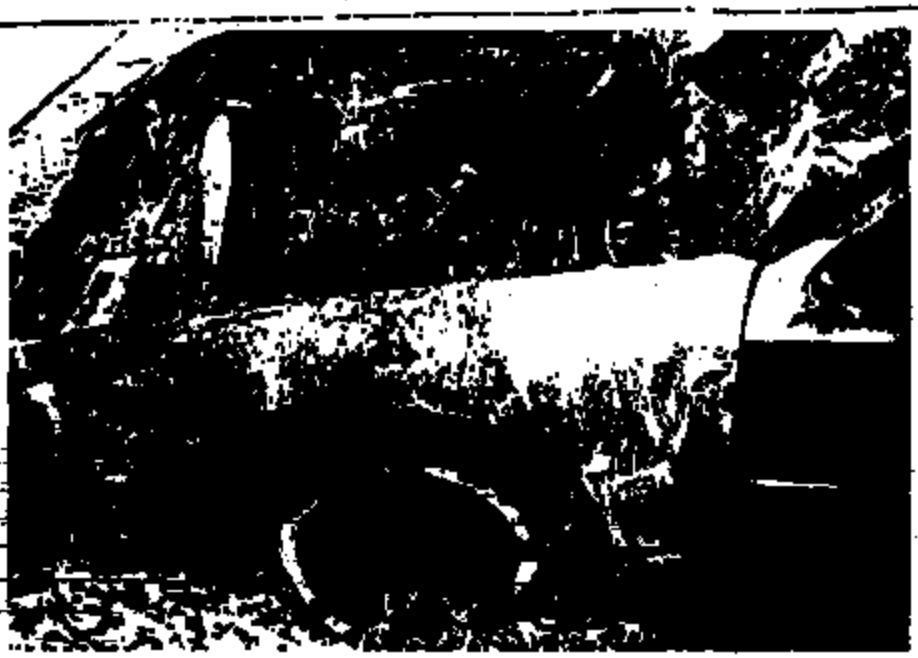
Photograph 11
View of the forward passenger compartment. The interior was damaged by smoke and soot.



Photograph 12
View of the dash assembly. The fire did not originate in the dash of the vehicle.

Photograph 13
View of burn patterns appearing on the front body structure. There was intense burning at the left front corner but no burning to the right front corner.

Photograph 14
View of the front of the radiator support and the header panel. Only the left side was scorched.



Photograph 15
The gas shock absorber and the left front tire blew out during the fire. The explosion would have produced the sound heard by the insured.

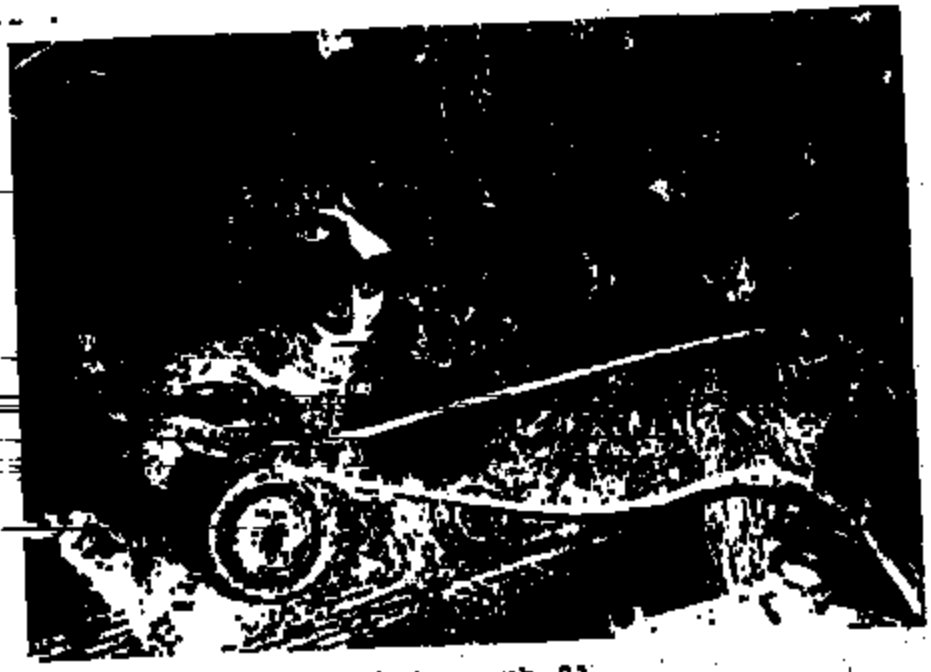
Photograph 16
Burn patterns on the tire indicate that the fire burned with a longer duration at the front of the wheelwell opening (arrow).

Photograph 17
Overview of the 4.9 liter, fuel injected V8 engine. The plastic air cleaner assembly melted on top of the engine.

Photograph 18
w of the engine. The patterns clearly indicate
d not originate on top of the engine, in front of
e, or along the right side of the compartment.

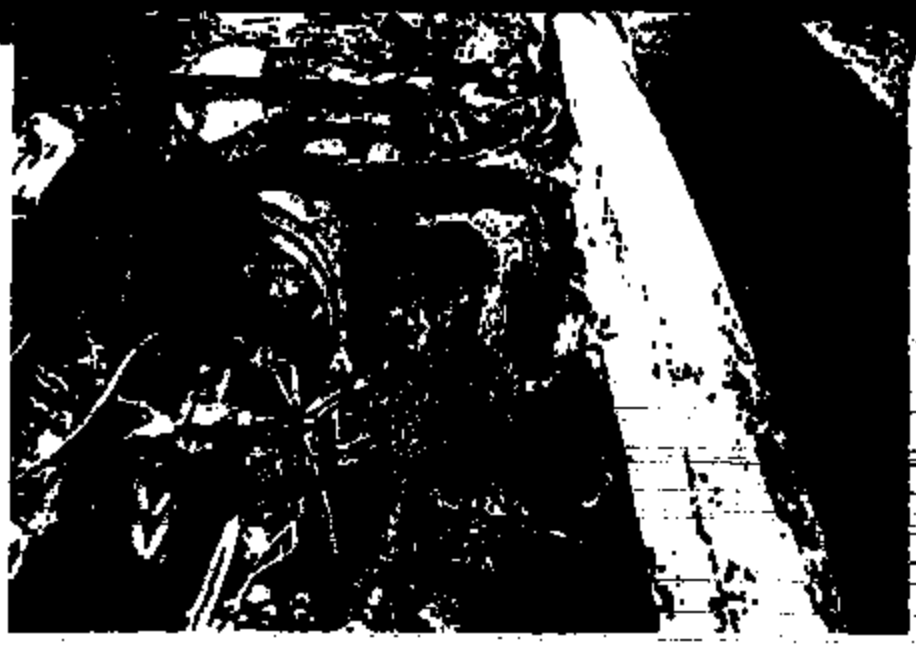
Photograph 19
Overhead view of the left side of the engine compartment. The fire burned intensely along the left framerail and consumed most of the available combustible materials above the framerail.

Photograph 20
Circles show the location of the steel fuel lines extending from the frame to the fuel rail on the engine. The flex hoses were burned off.



Photograph 21
The fire was not caused by the ignition of fuel vapor from the fuel lines or by exhaust heat produced by the engine.

Photograph 22
The left side plastic inner fender panel was consumed. The fire burned intensely from the firewall panel to the radiator support.



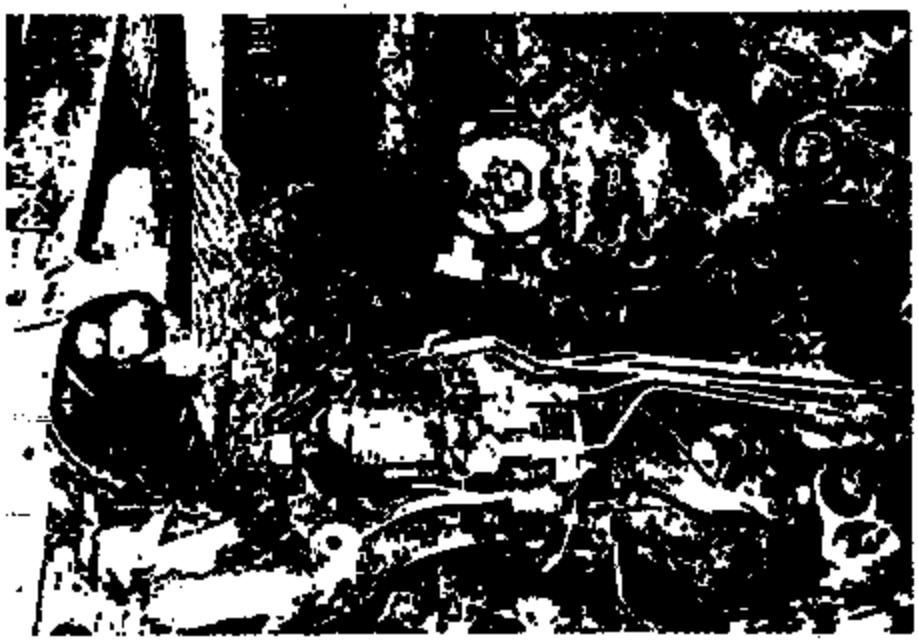
Photograph 23
View of the left side of the firewall panel. Some of the electrical wiring harnesses extending from the firewall panel were extensively damaged by the fire.

Photograph 24
All of the wire insulation was burned off. The fire progressed to the firewall panel at a later stage.

Photograph 25
View of the left front of the engine compartment. The fire originated just behind the radiator support. The electrical components located on the inner fender panel were destroyed by the fire.

Photograph 26
View of the origin of the fire at the left front of the engine compartment. Several of the electrical wiring circuits are energized even when the vehicle is parked and at rest.

Photograph 27
Another view of the left side of the fender, the radiator support, and the framerail. The electrical relays and the wiring harnesses were extensively burned by the fire.



Photograph 28
Overhead view of the left framerail and portions of the ABS control unit located at the left front of the compartment. There was extensive scorching to the framerail and to the surrounding components.

Photograph 29
Another view of the left front structure of the Grand Marquis. The fire burned intensely in the lower left front.

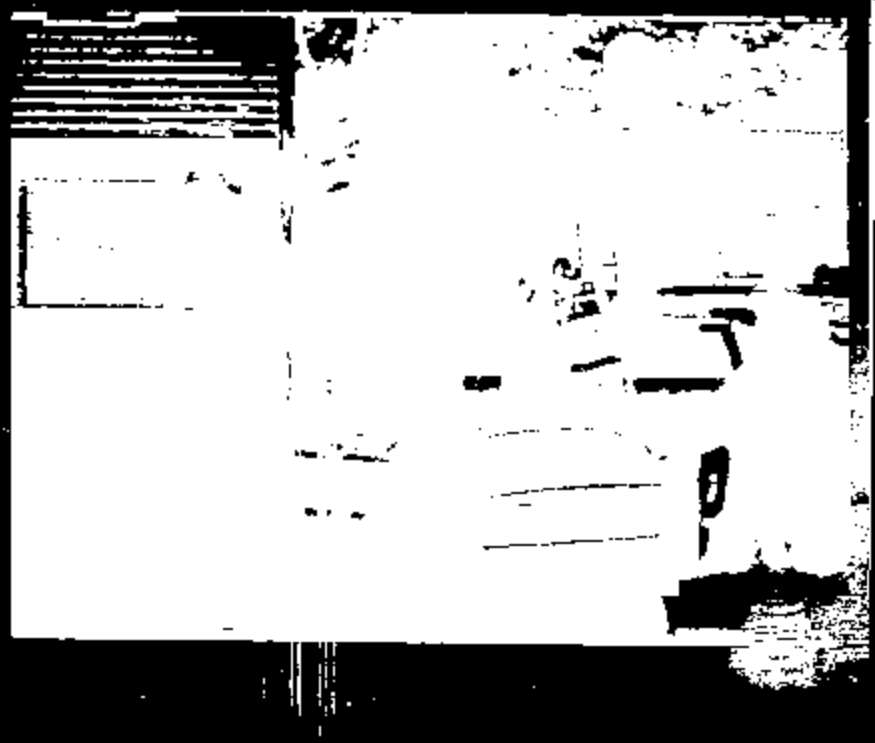
Photograph 30
We removed leaves and debris and exposed some of the burned wiring and electrical components that had fallen from the left front.

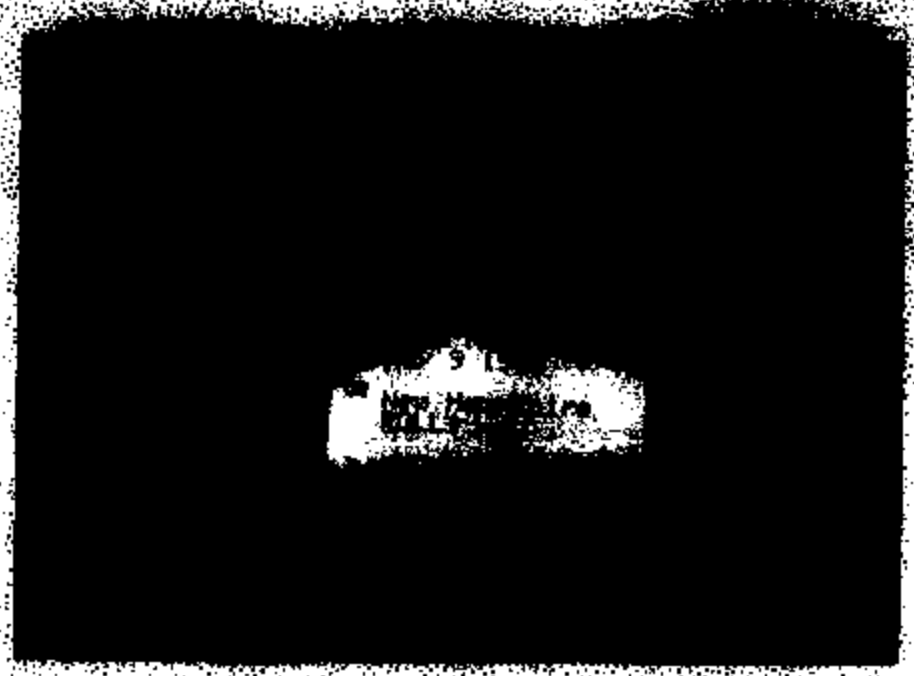
Photograph 31
View of the burned wiring harness at the left front.

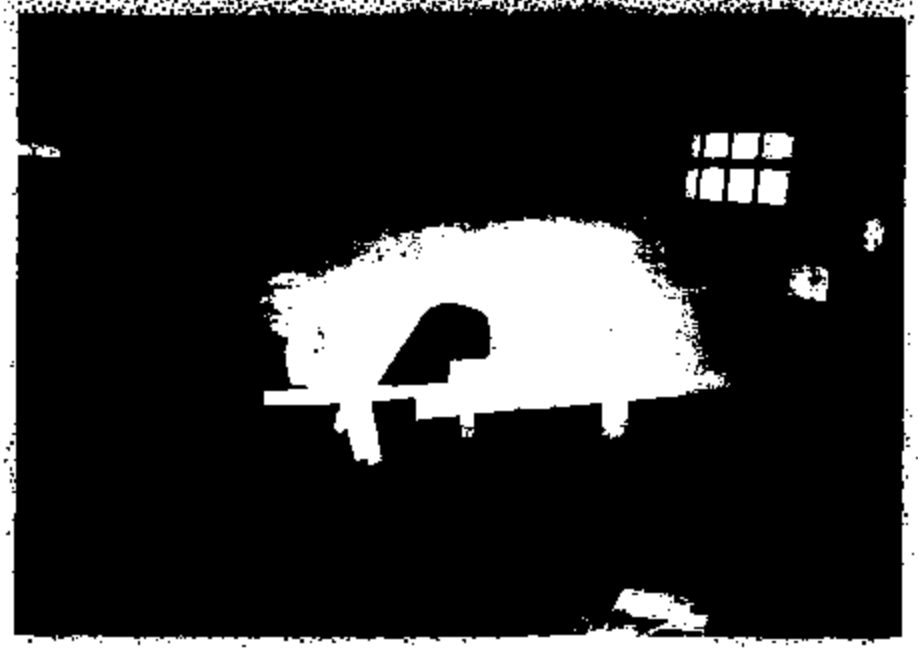
Photograph 32
View of burned electrical components that had fallen to the ground at the left front of the vehicle.

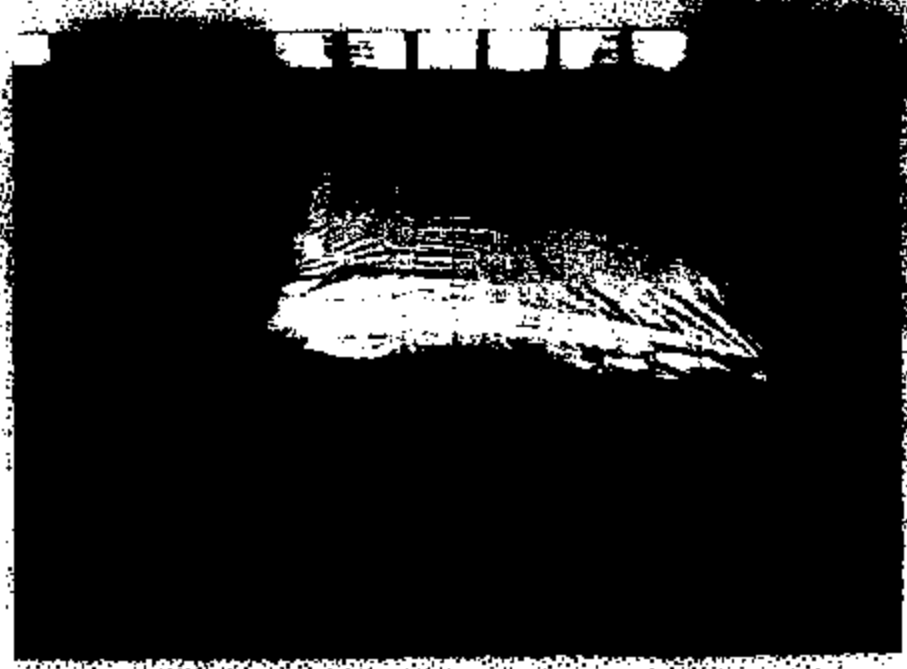
Photograph 33
View of an electric motor, which was recovered from the left front. The fire was caused by an electrical defect in one of the components located at the left front of the engine compartment. Because of the destruction caused by the fire, we could not determine the exact cause of the electrical defect.

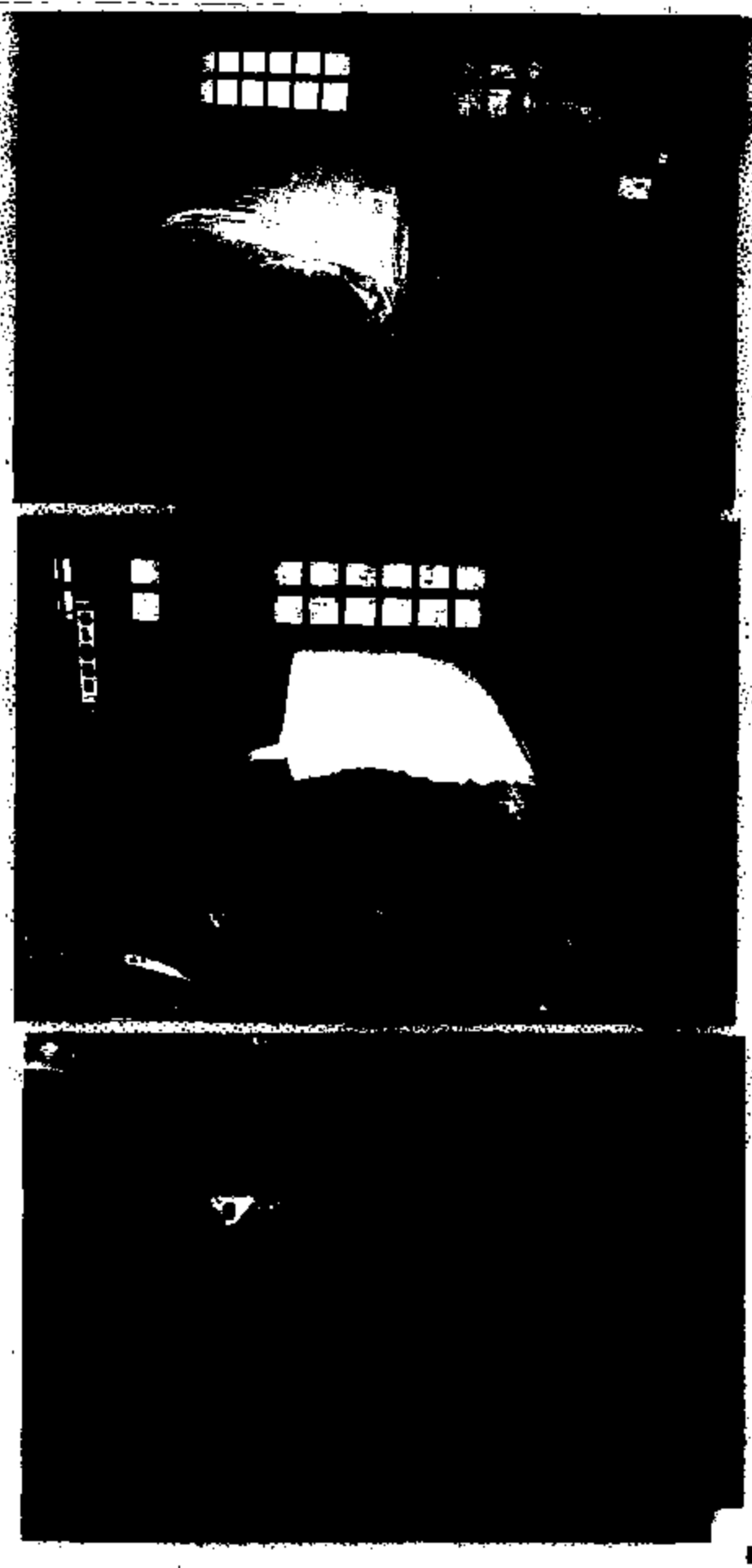
Photograph 34
View of the VIN.











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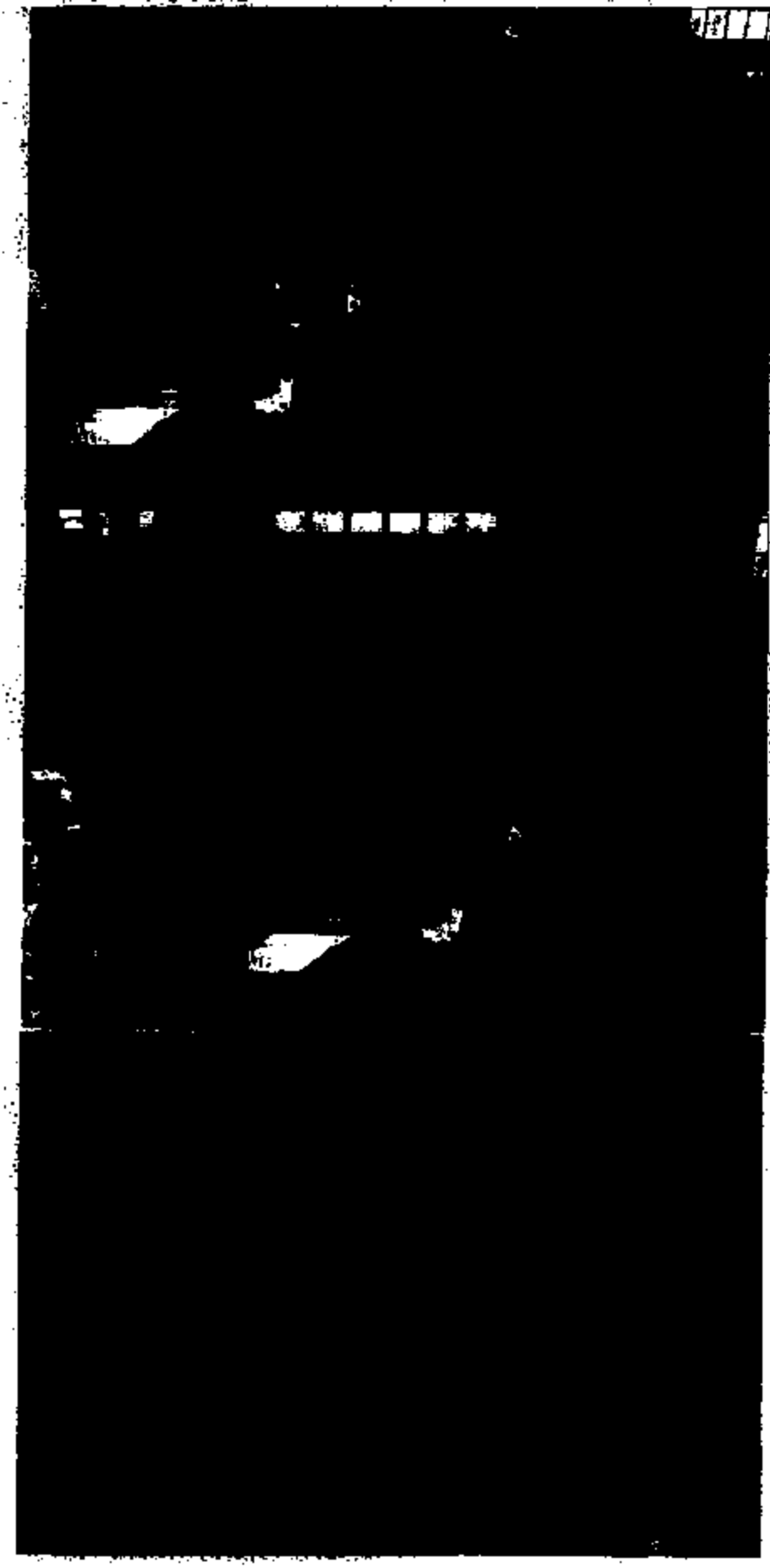

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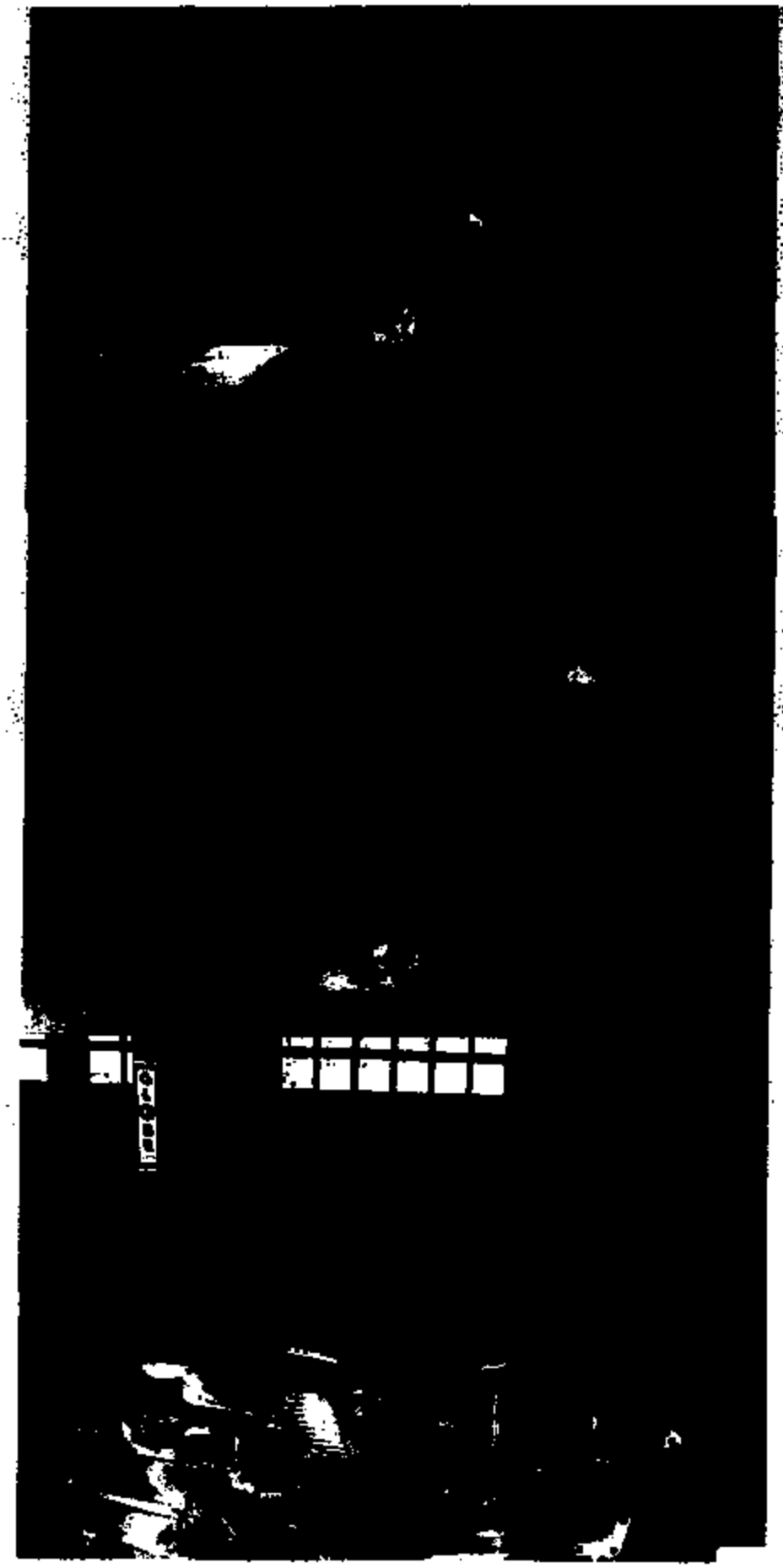

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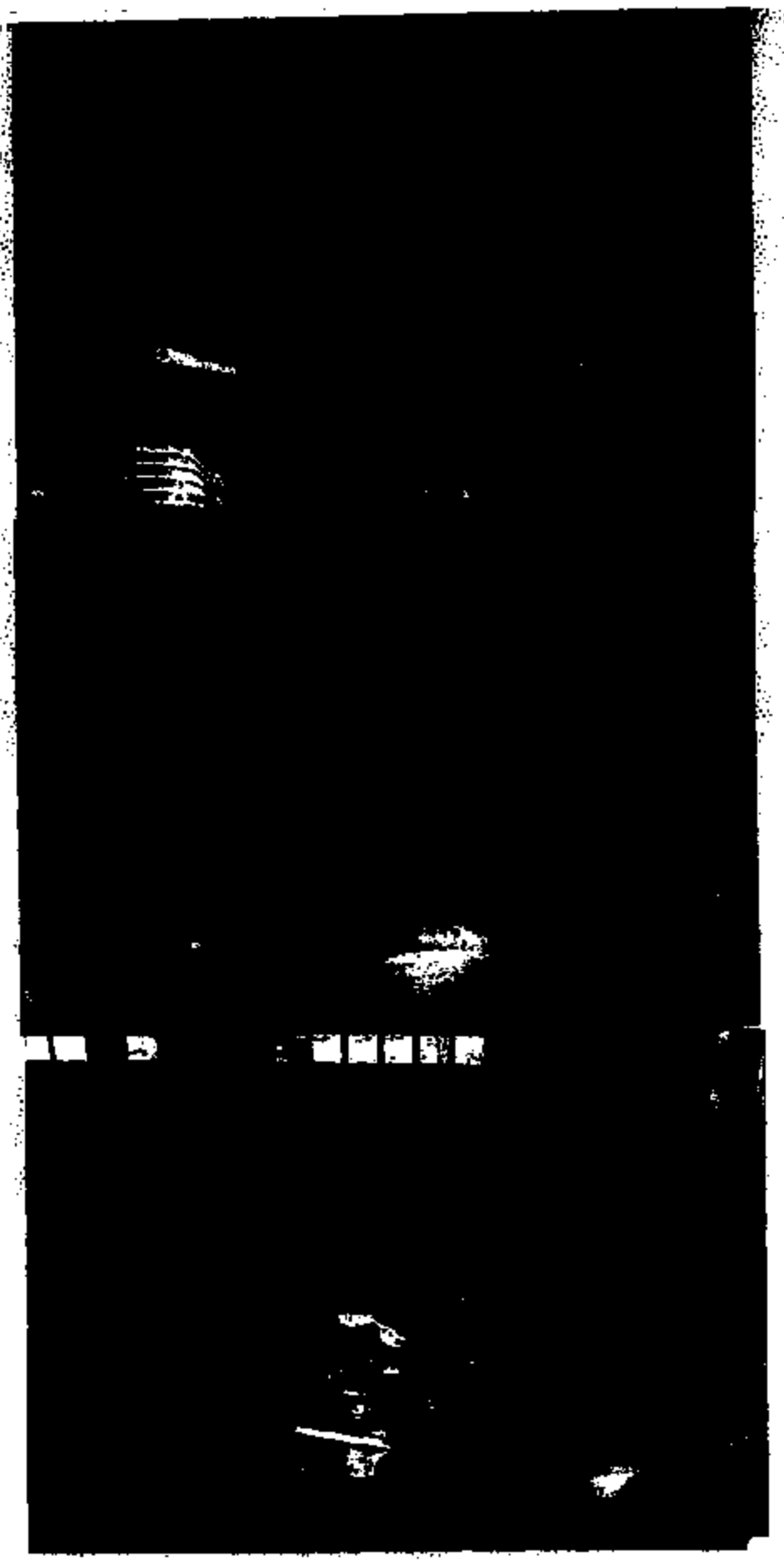

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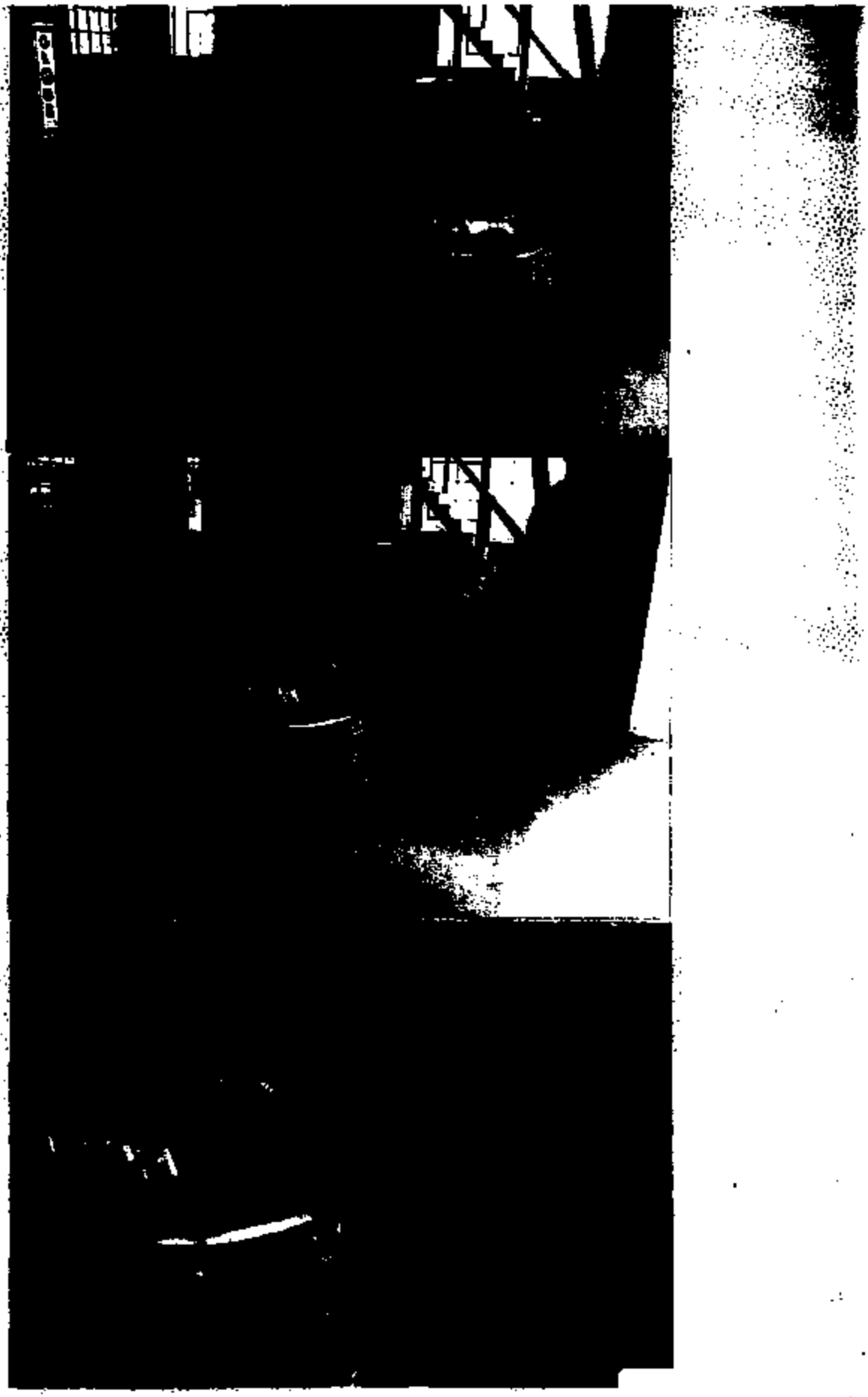

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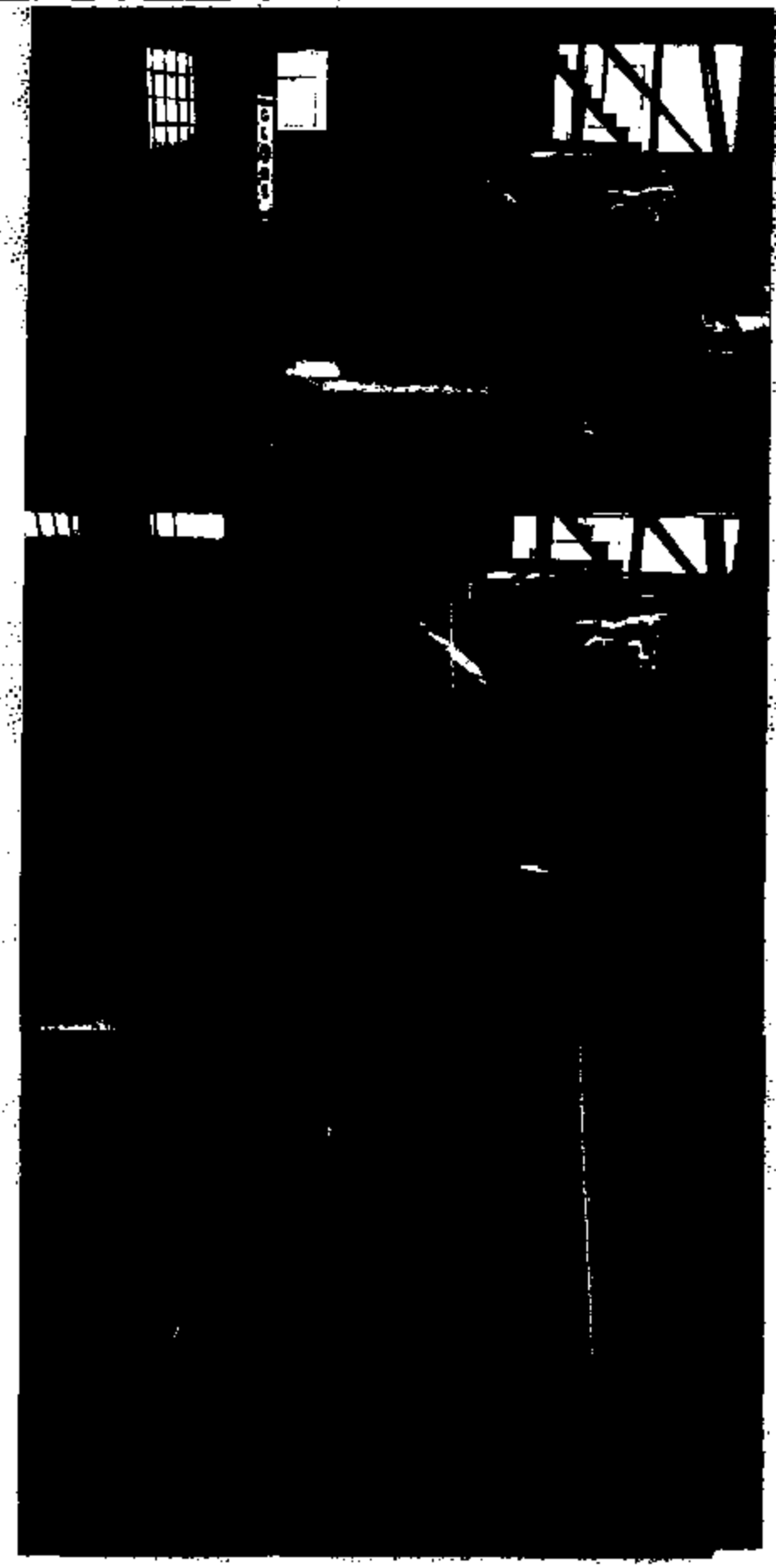

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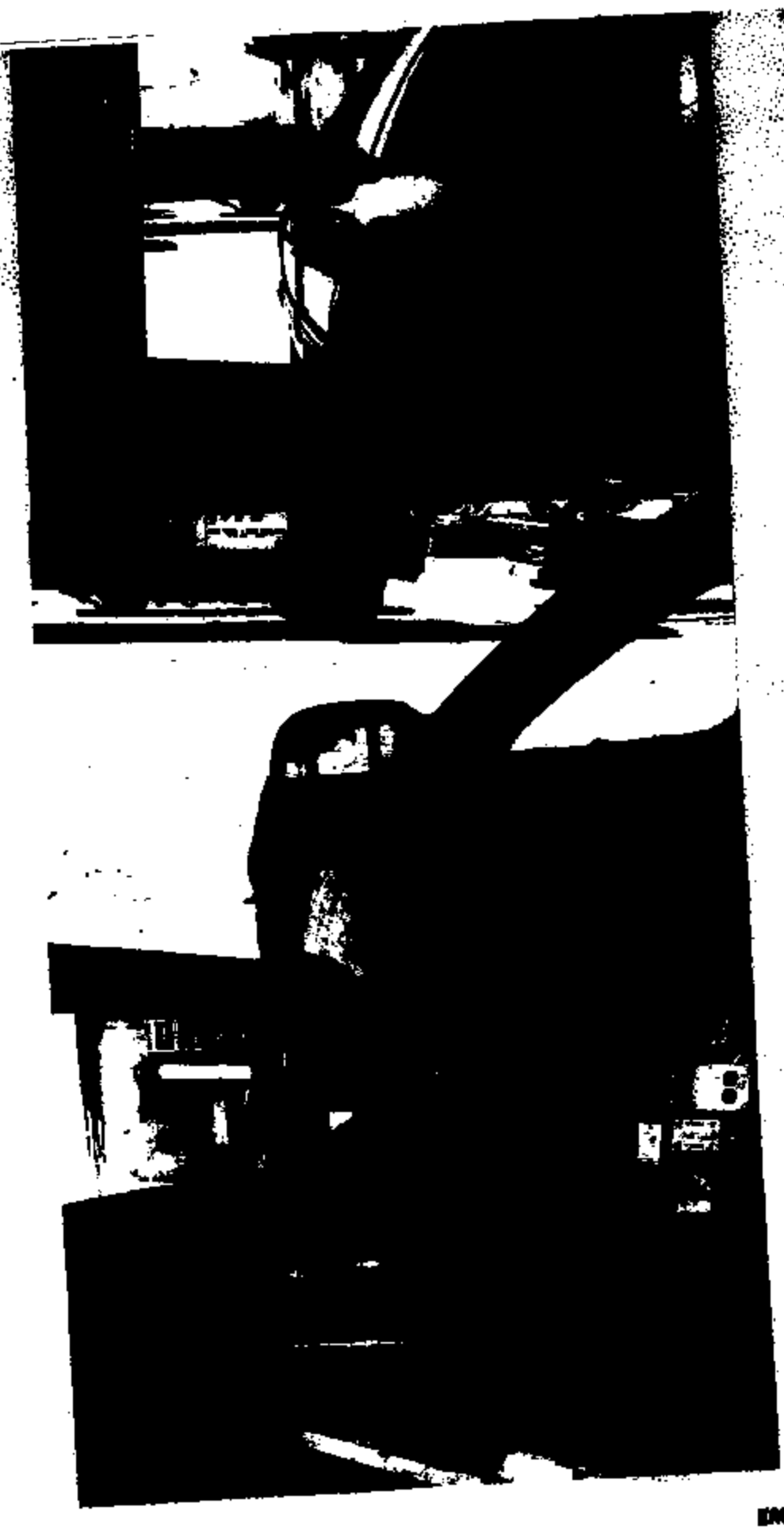

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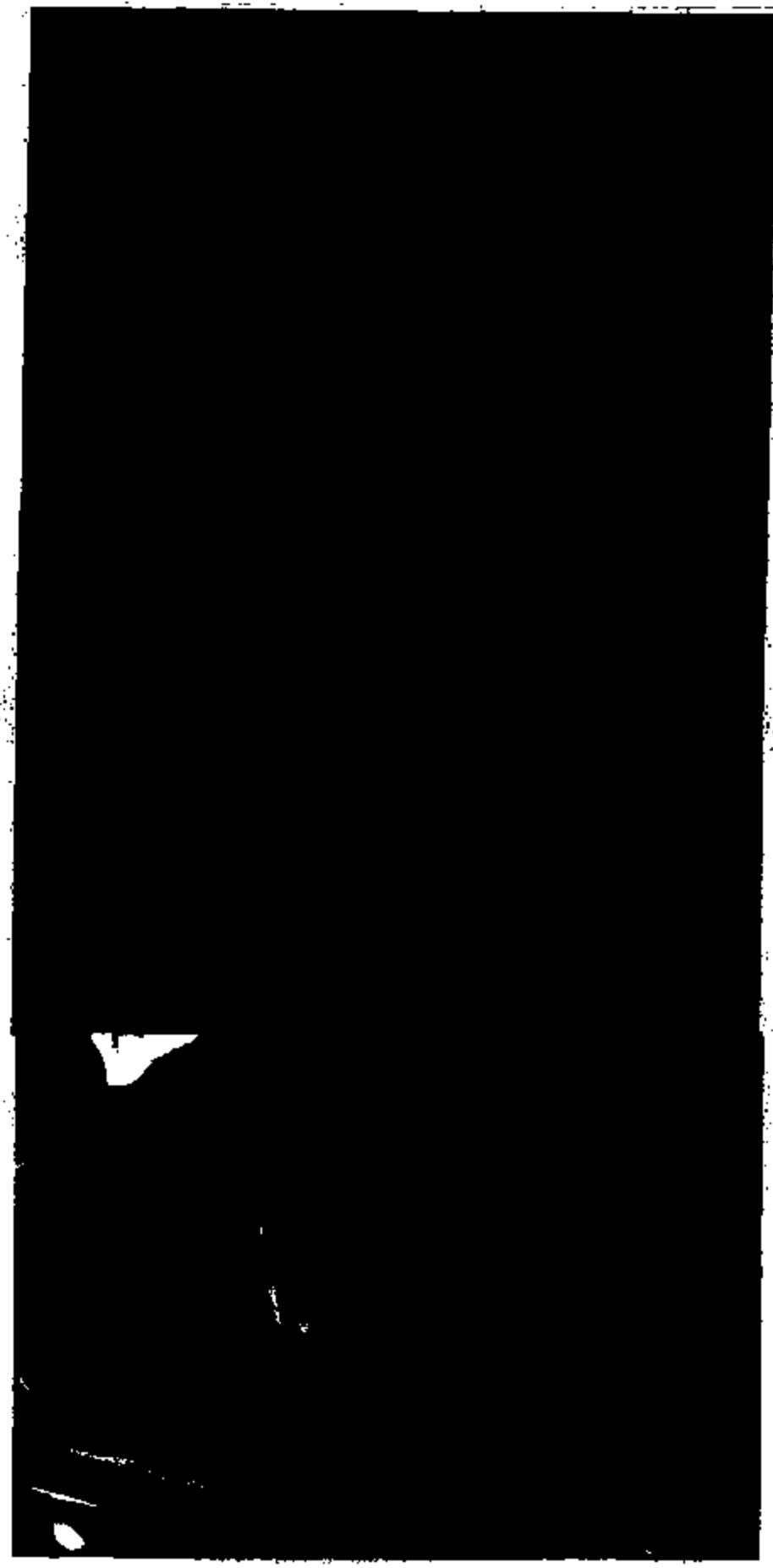

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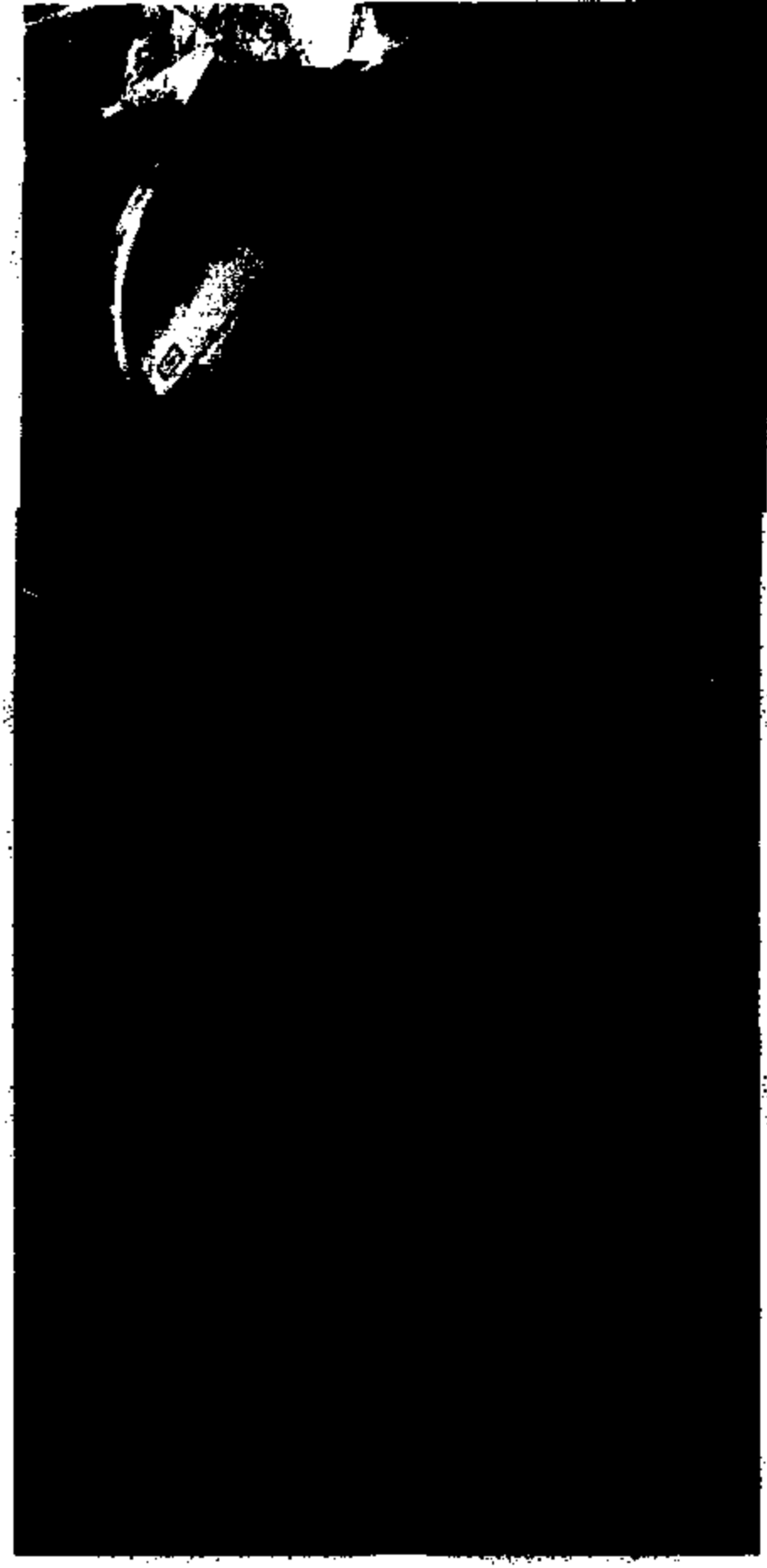

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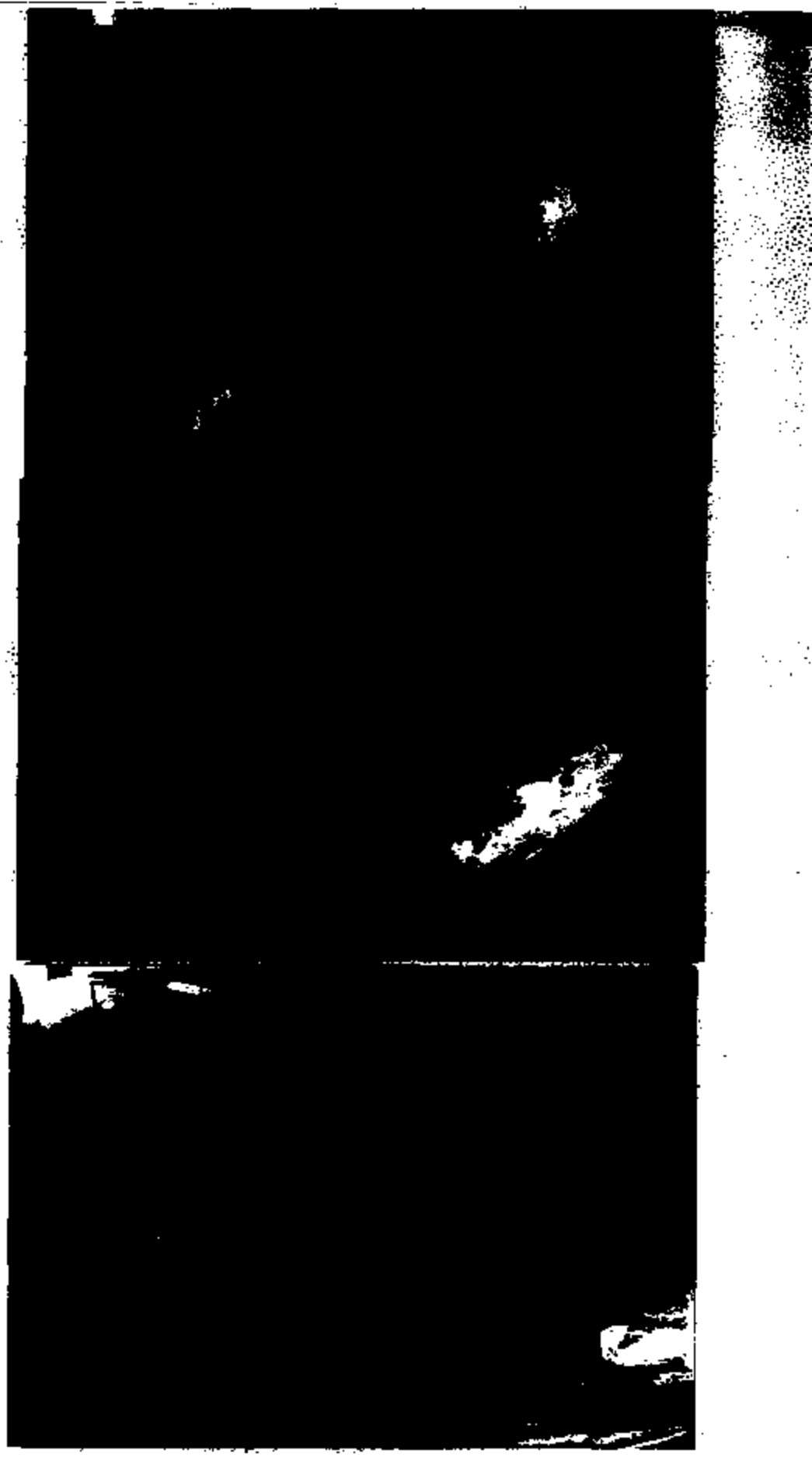

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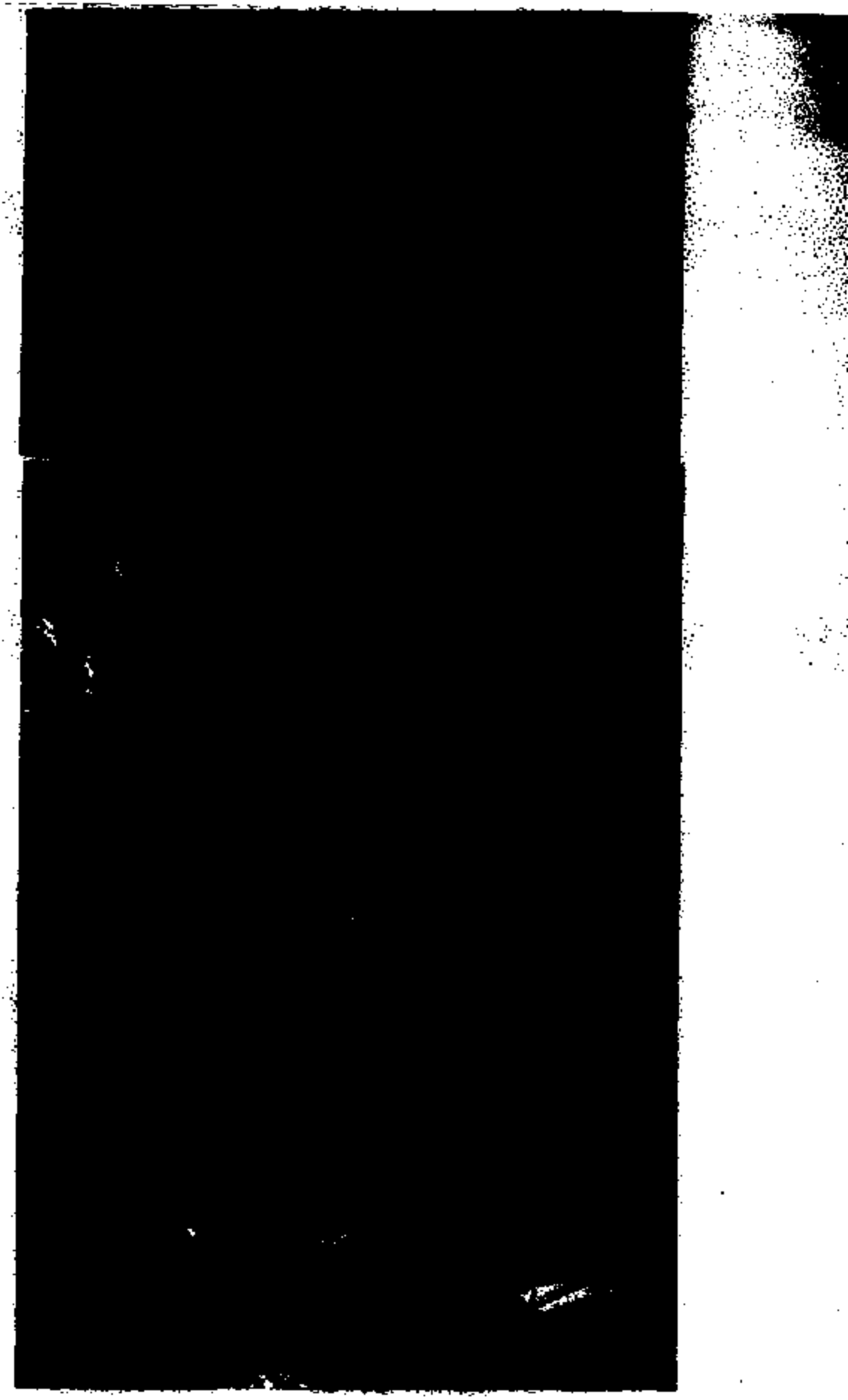

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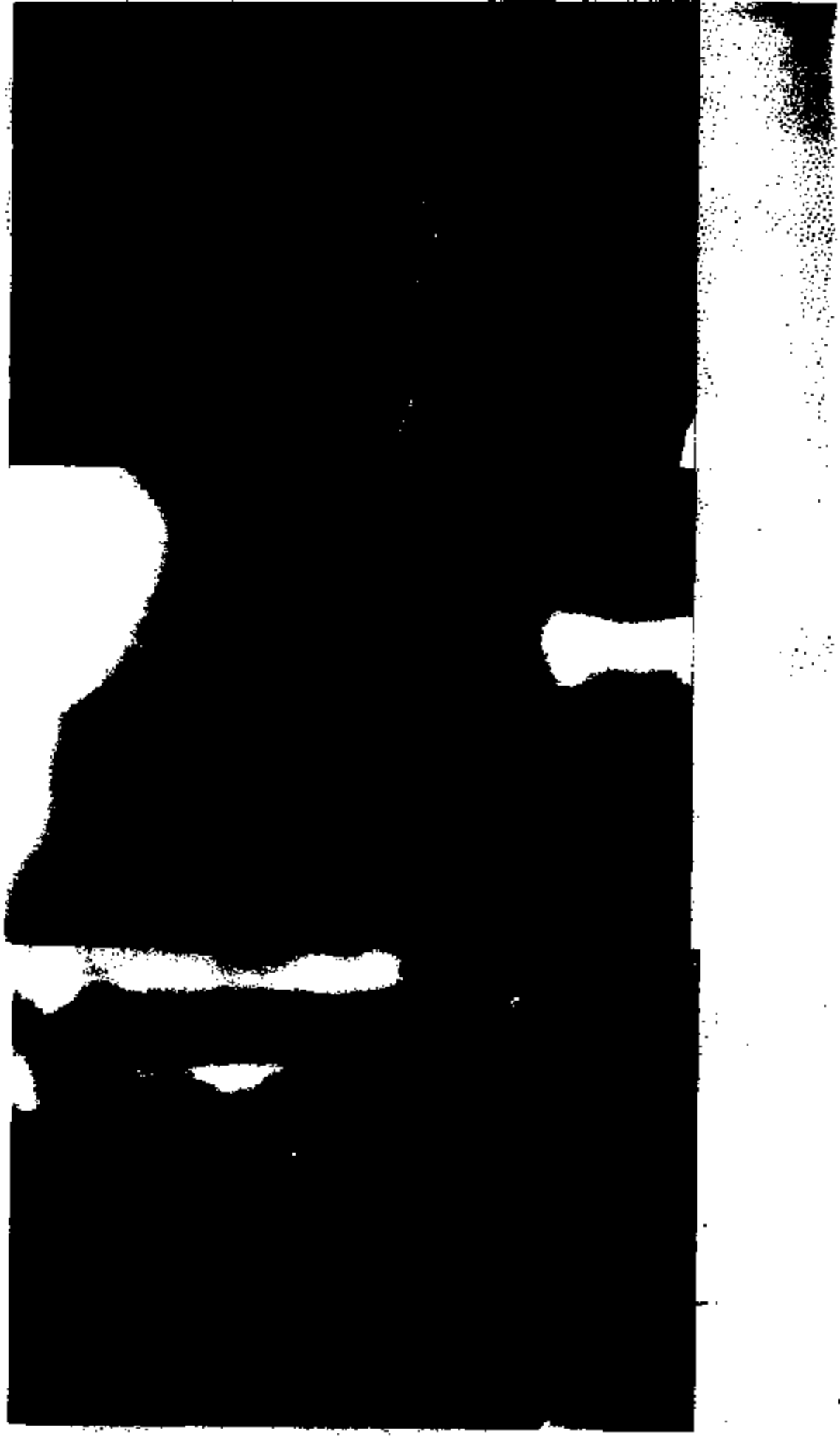

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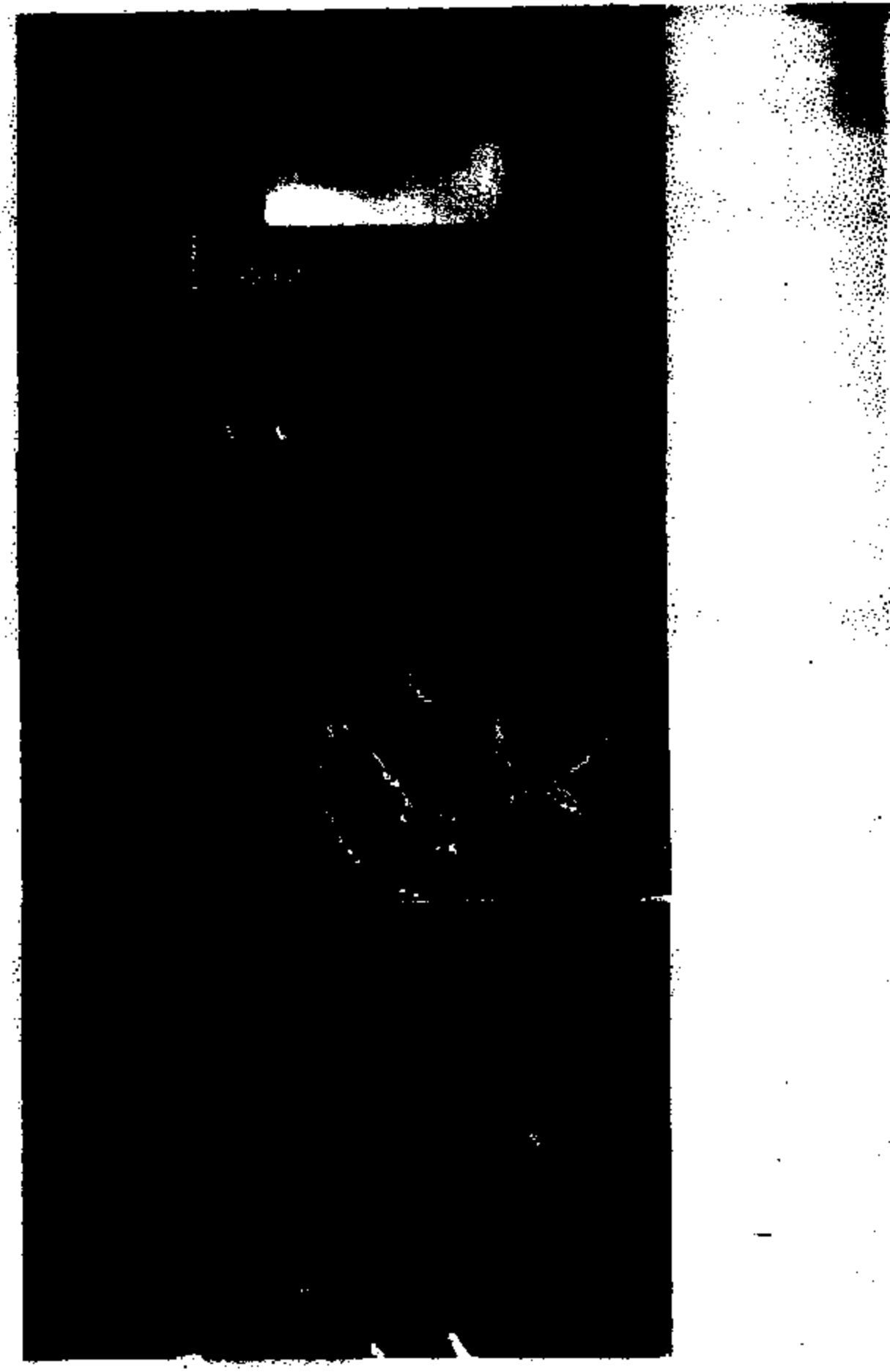

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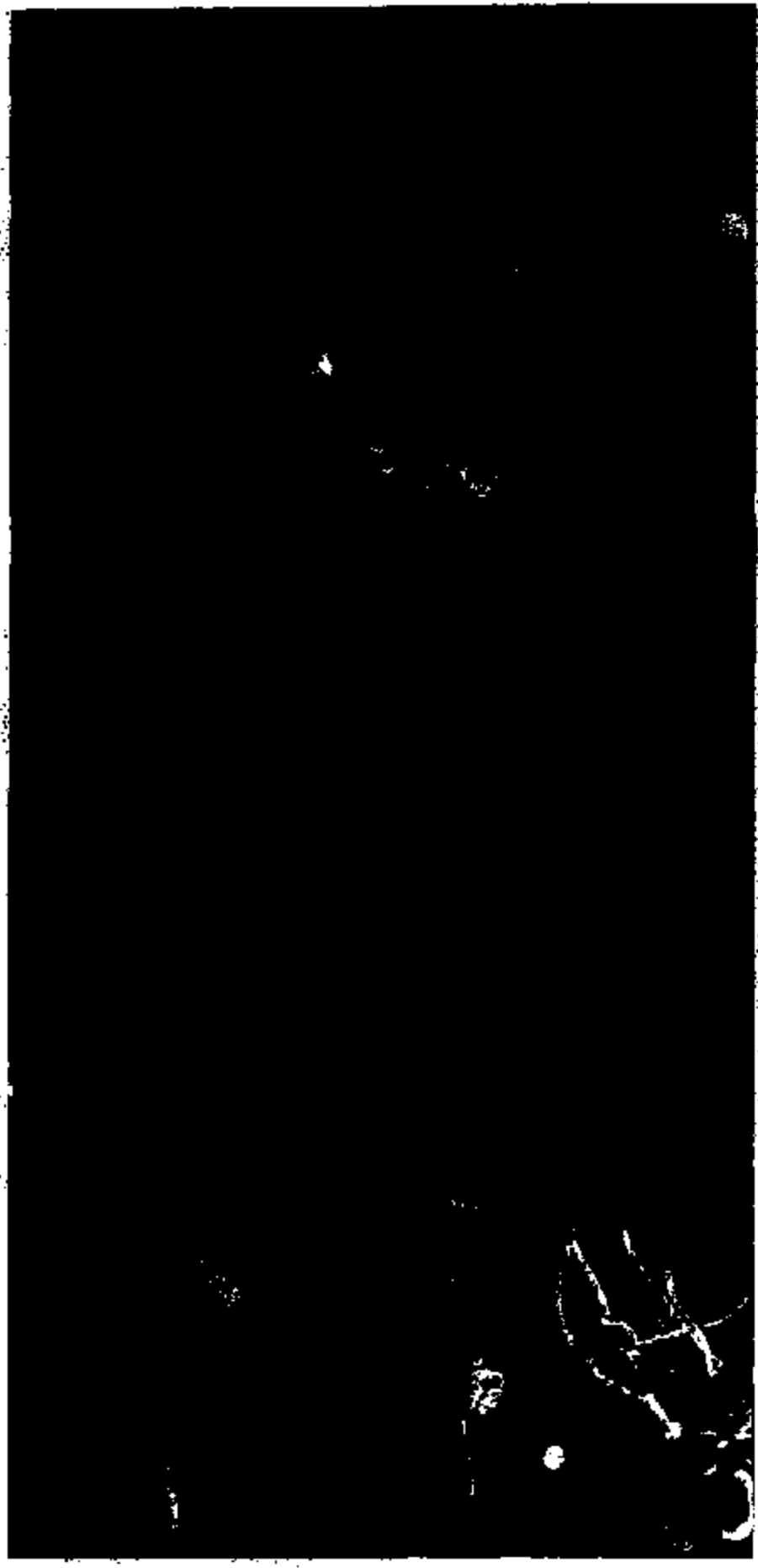

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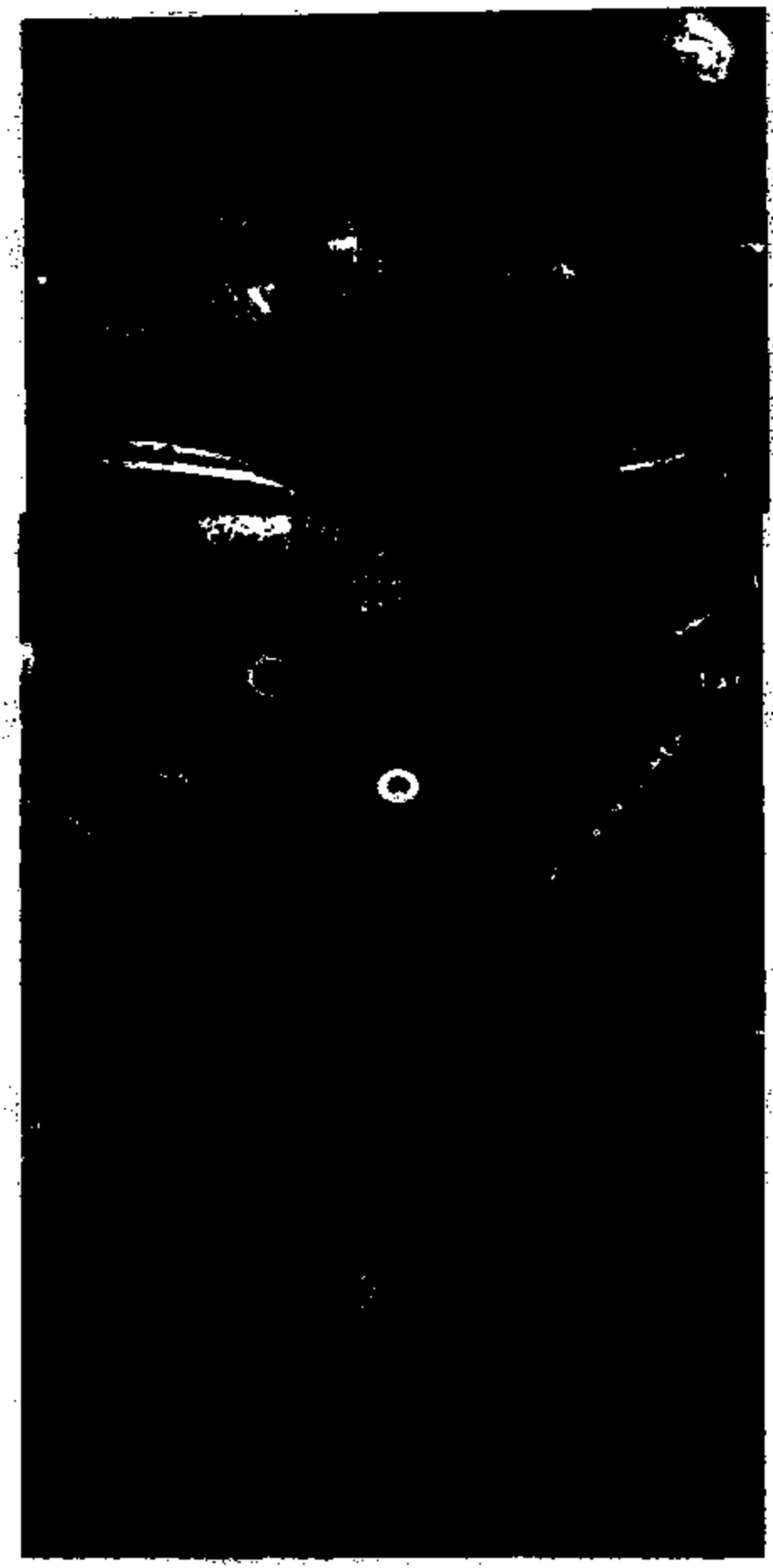

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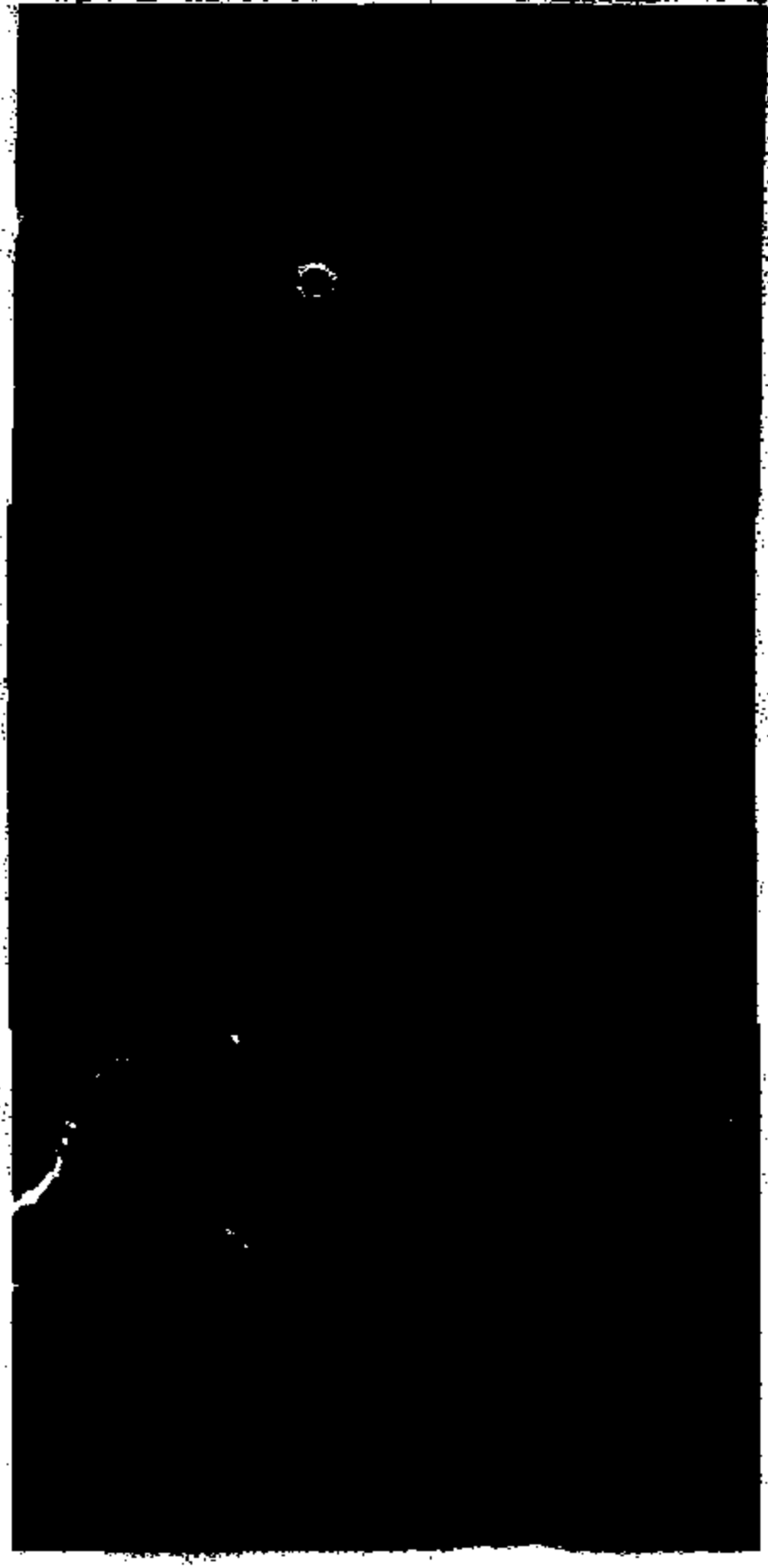

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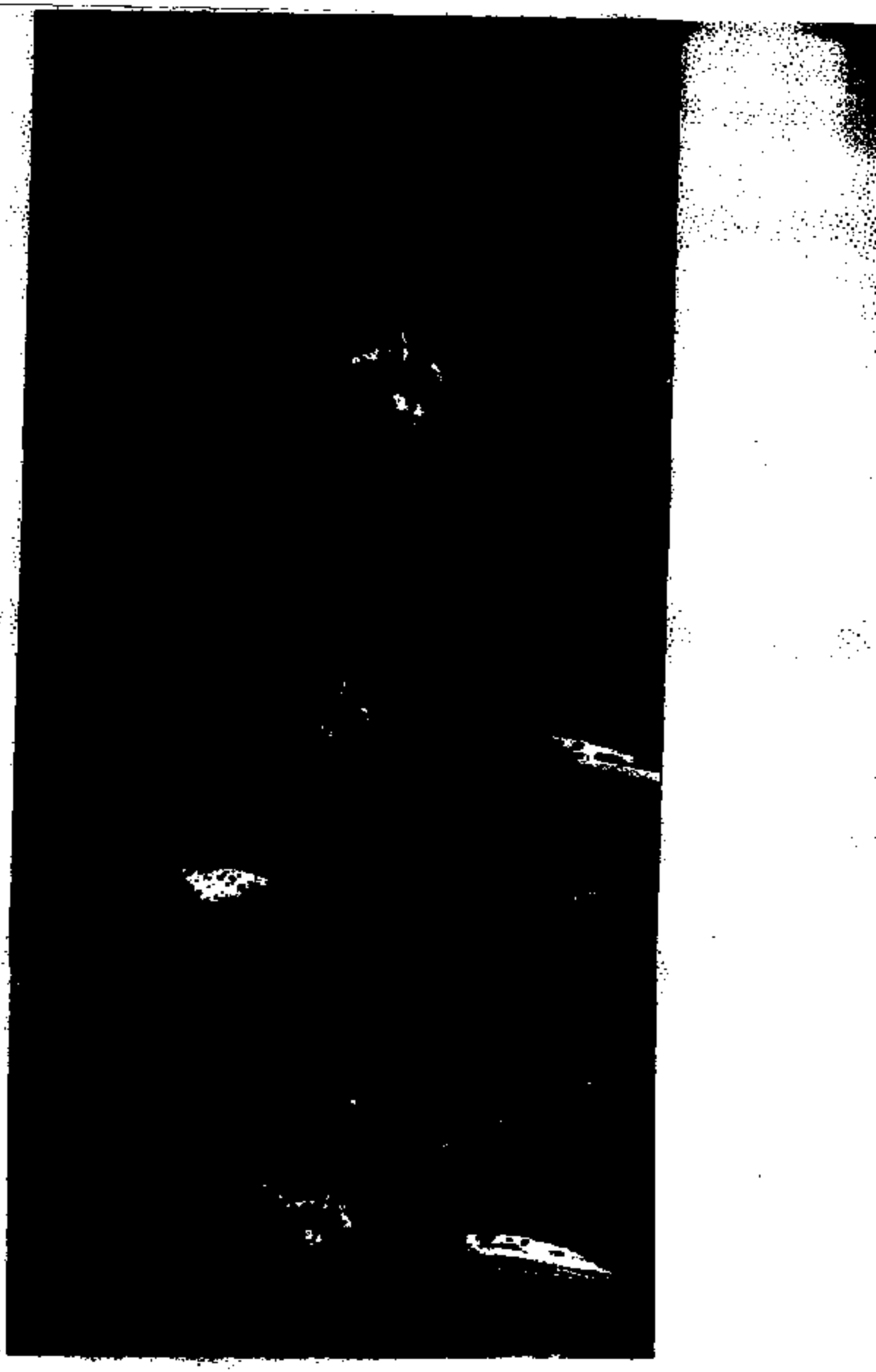

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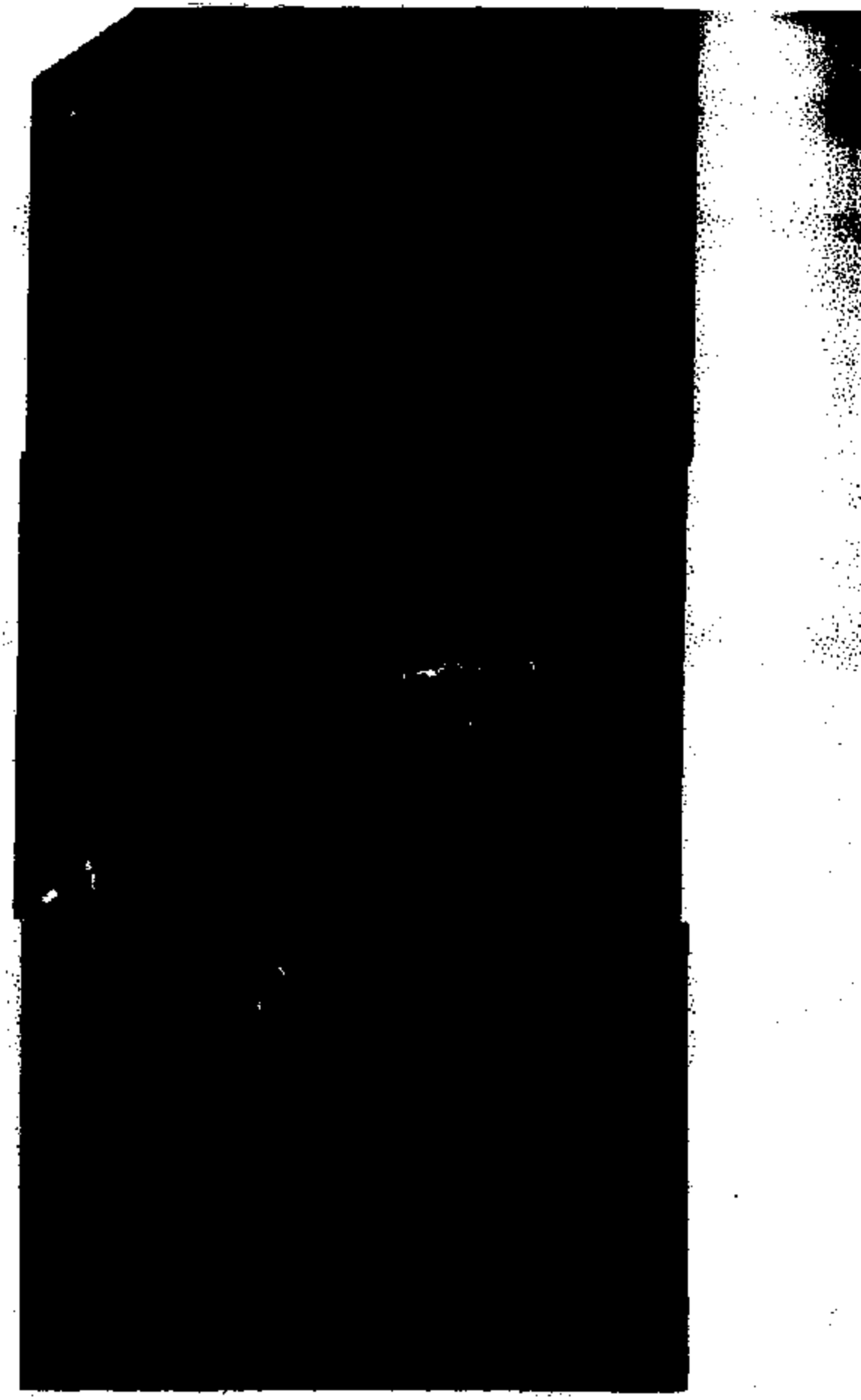

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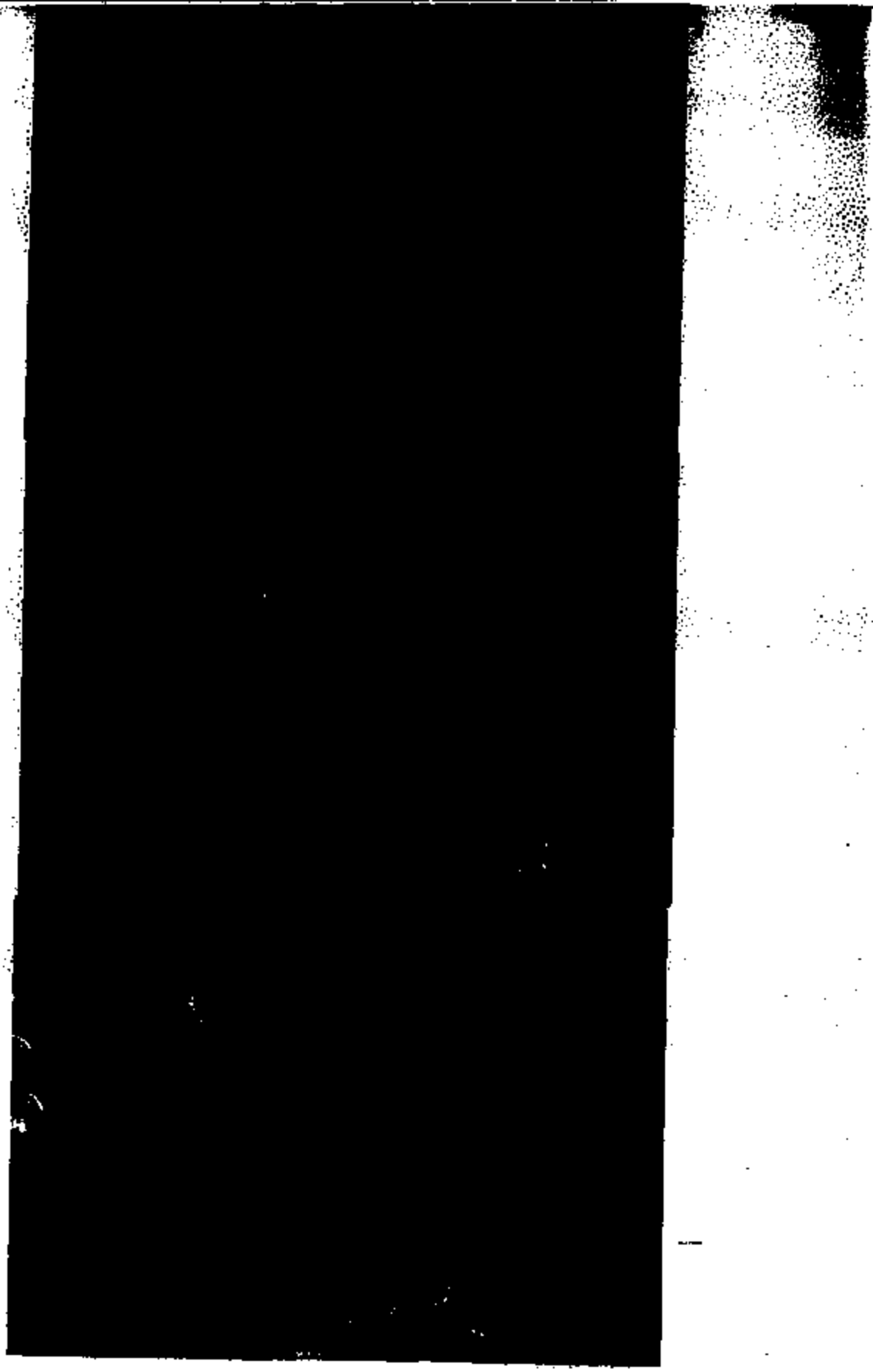

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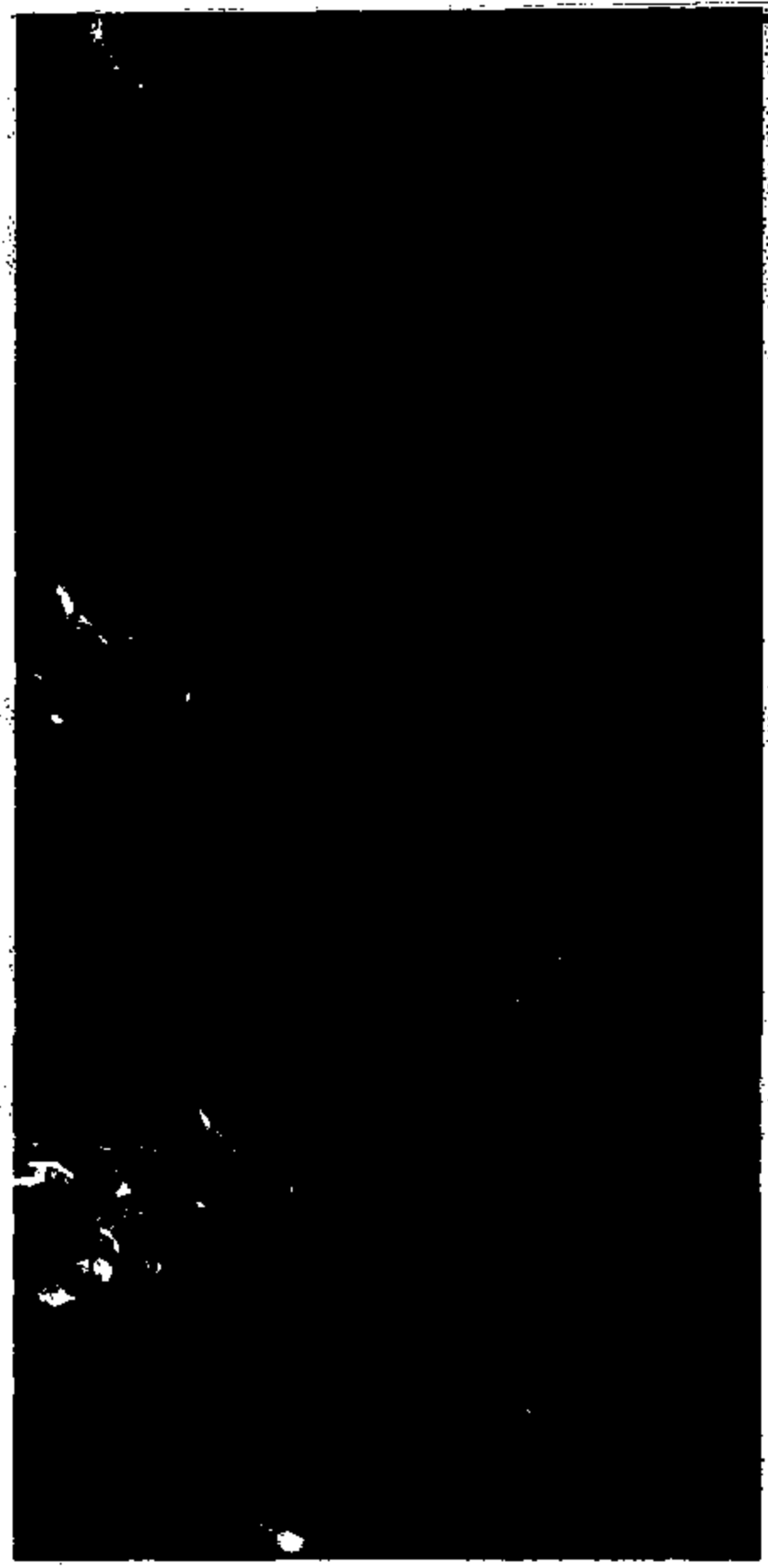

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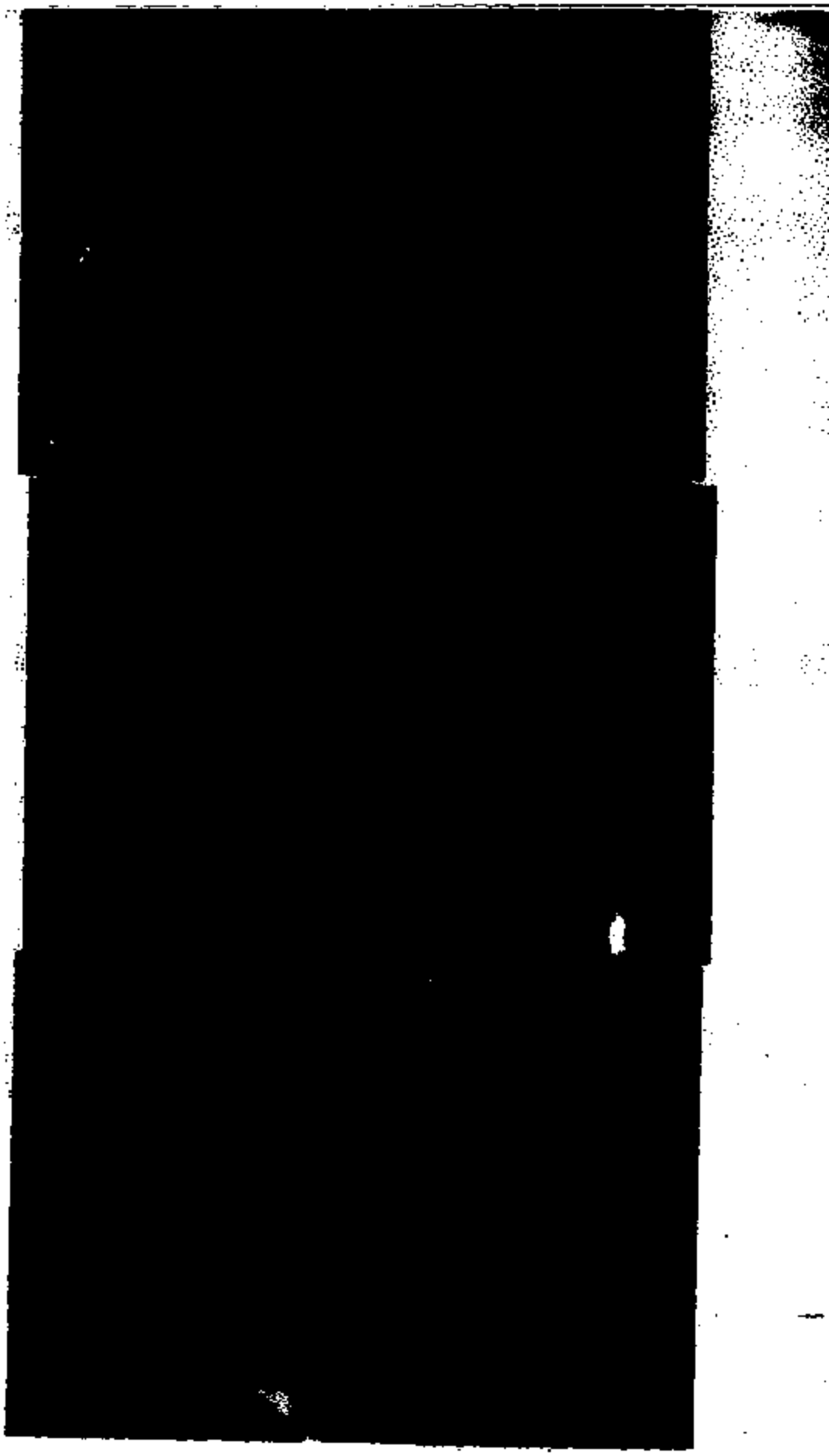

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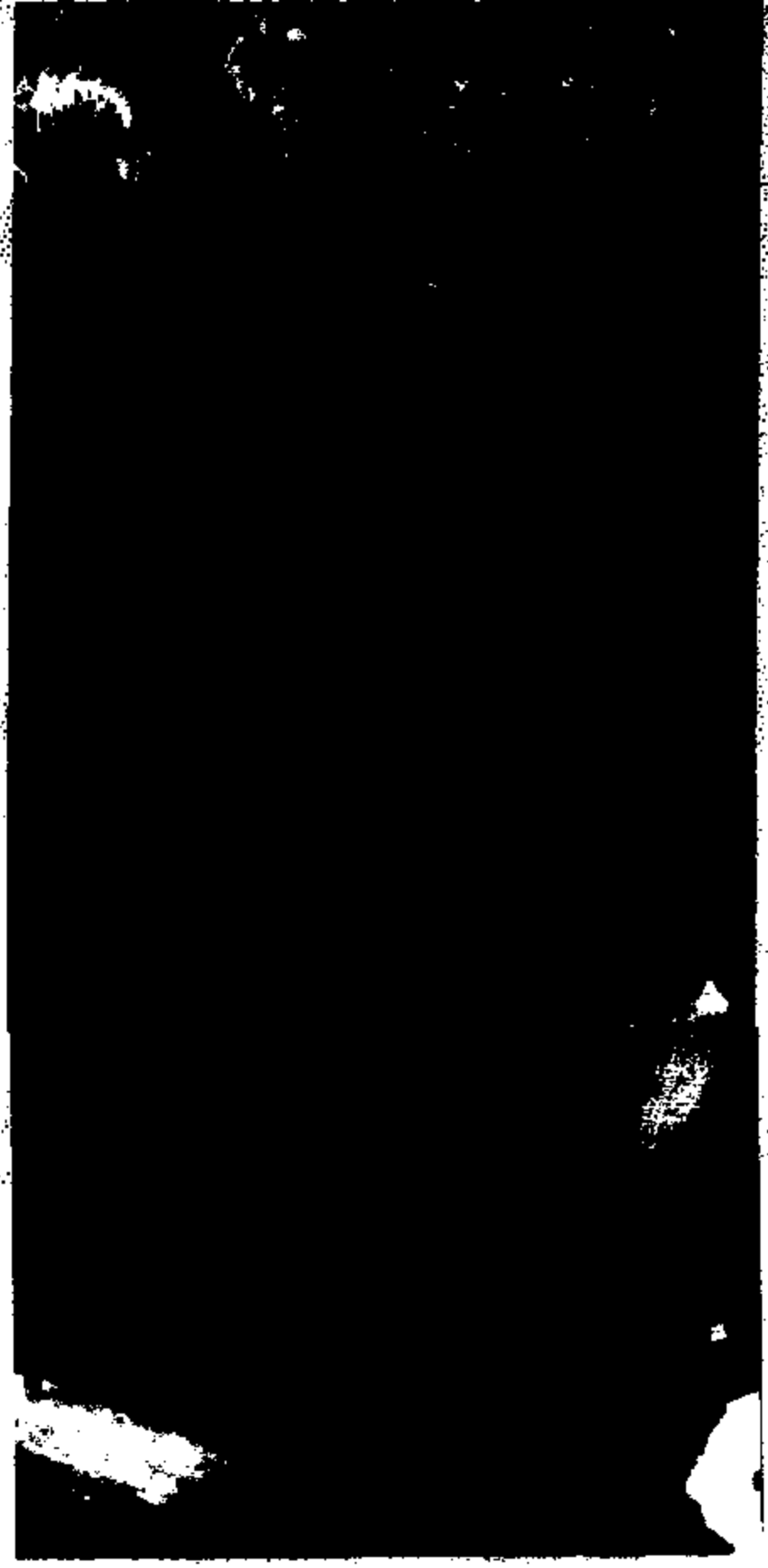

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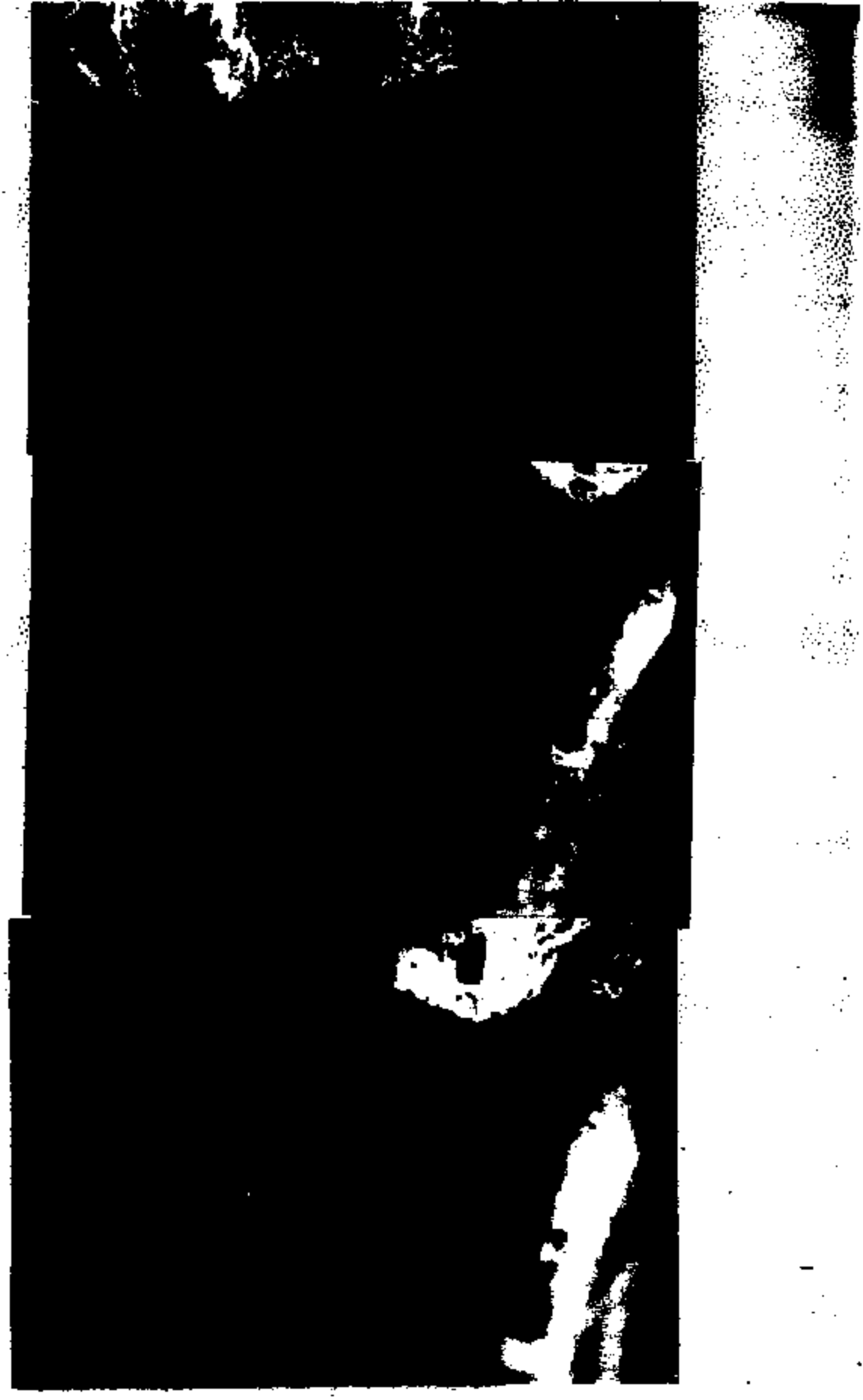

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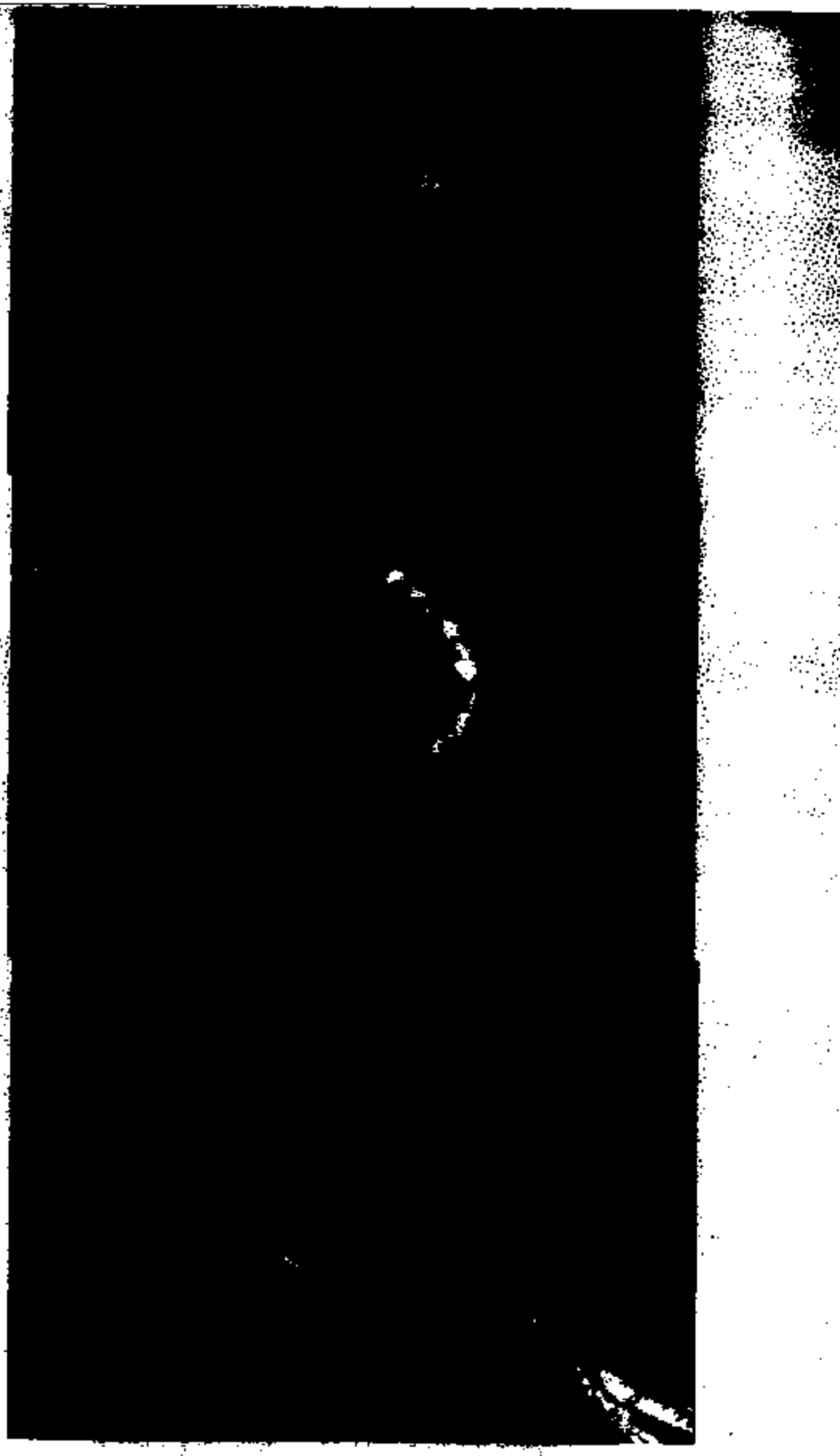

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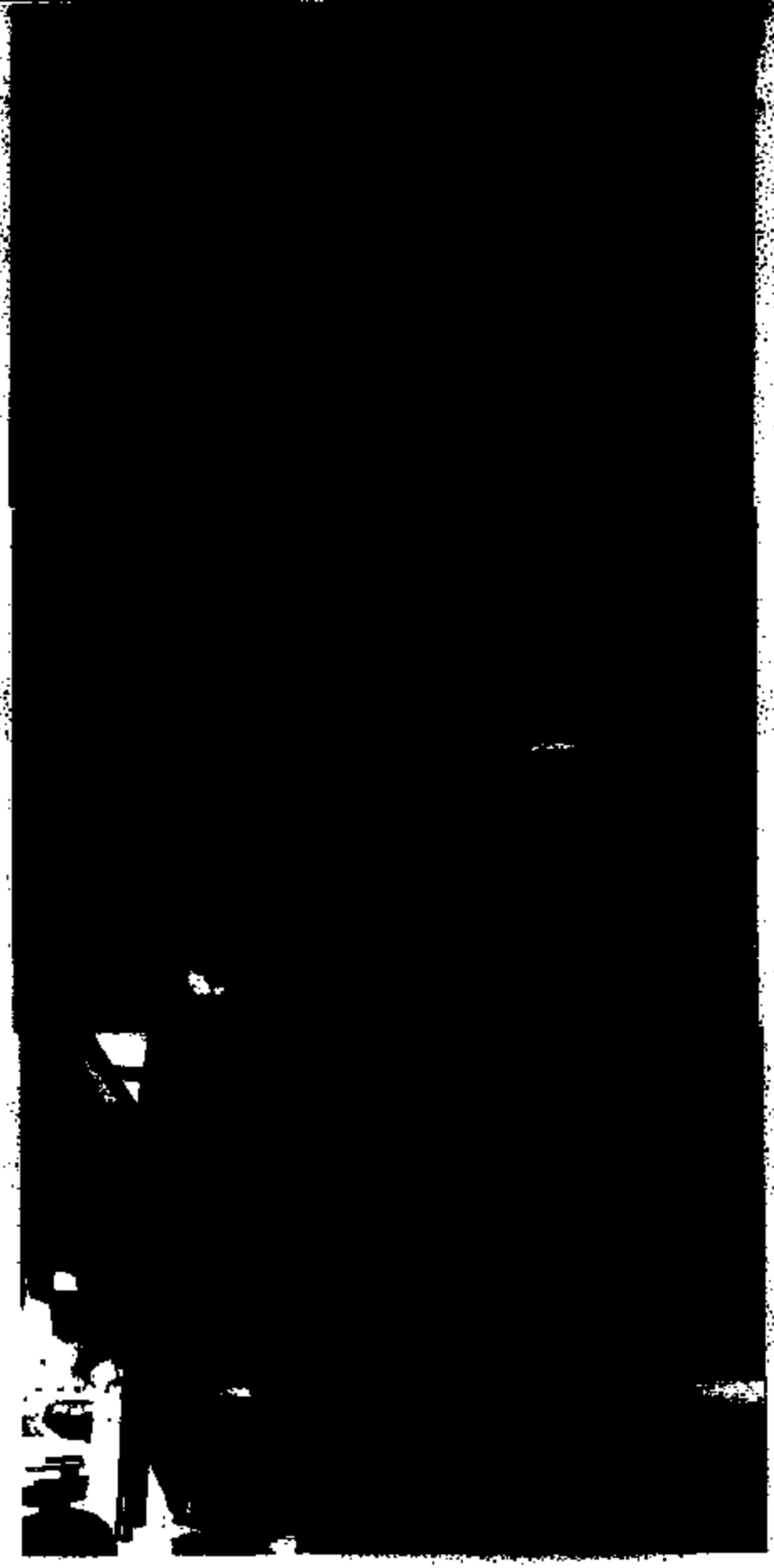

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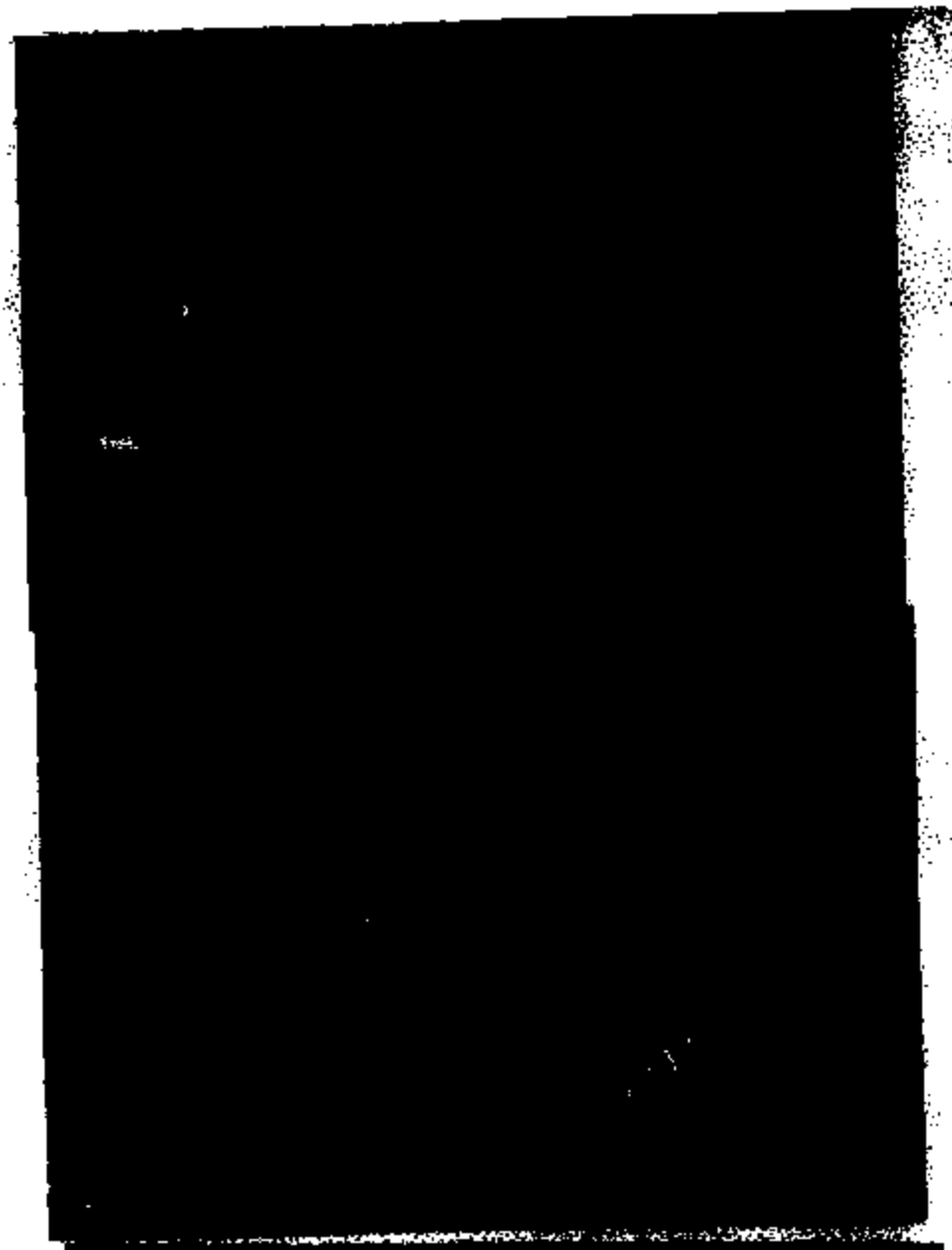

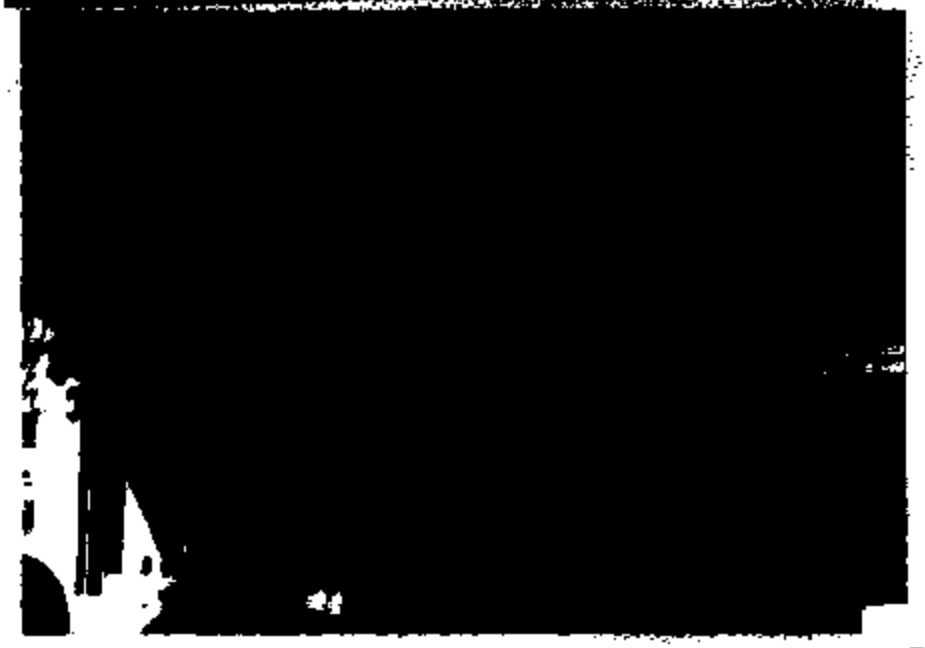

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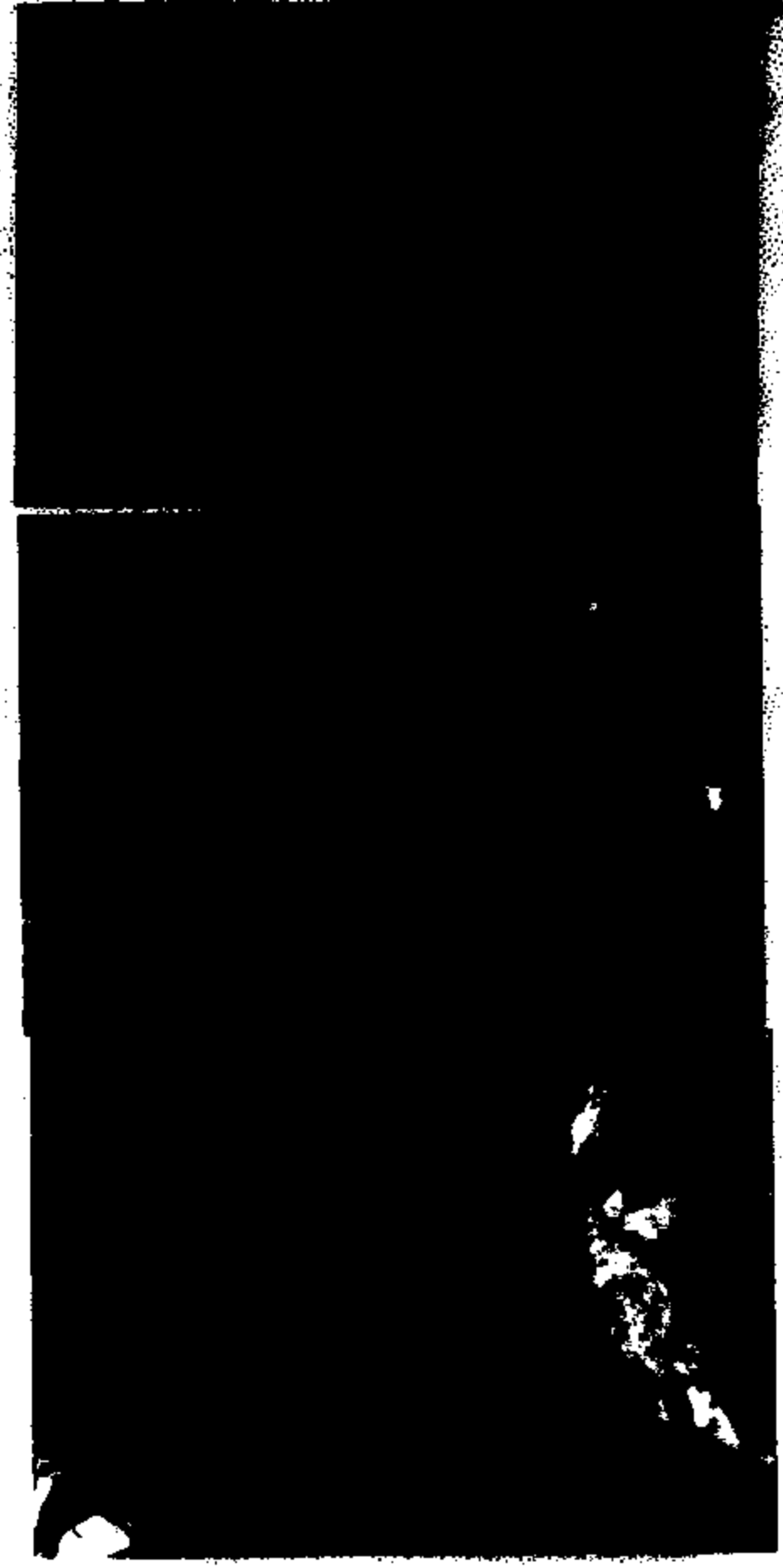

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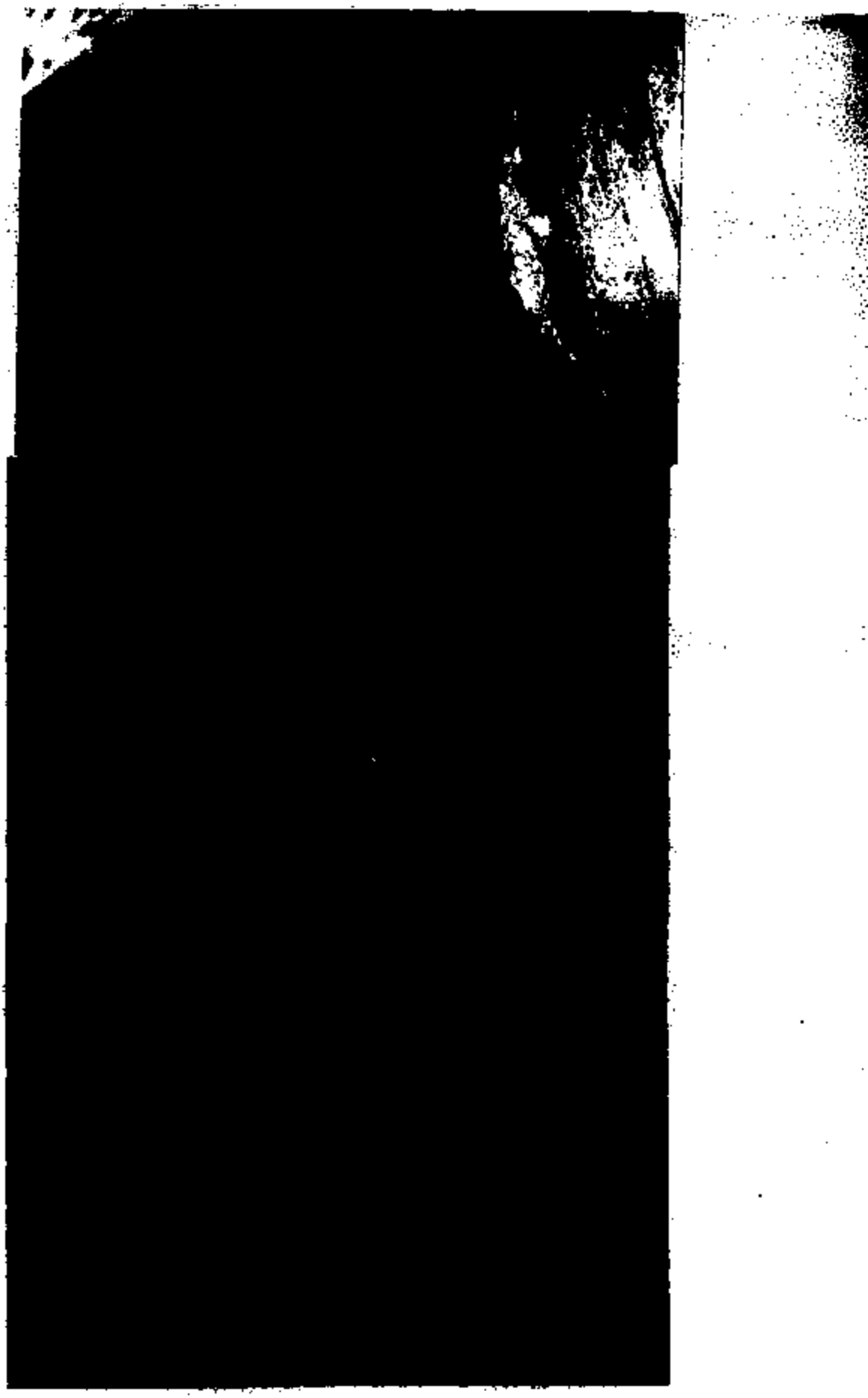

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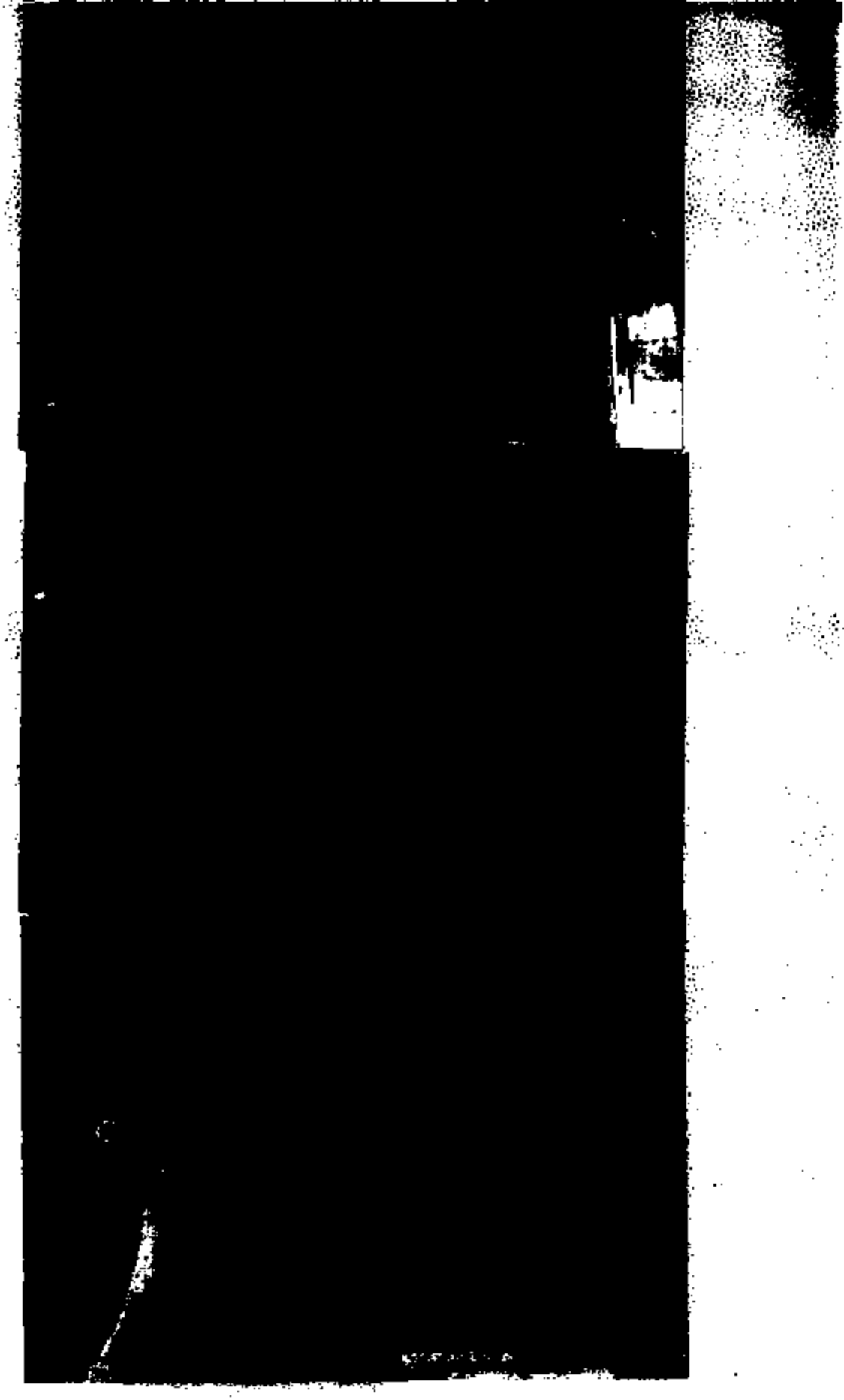

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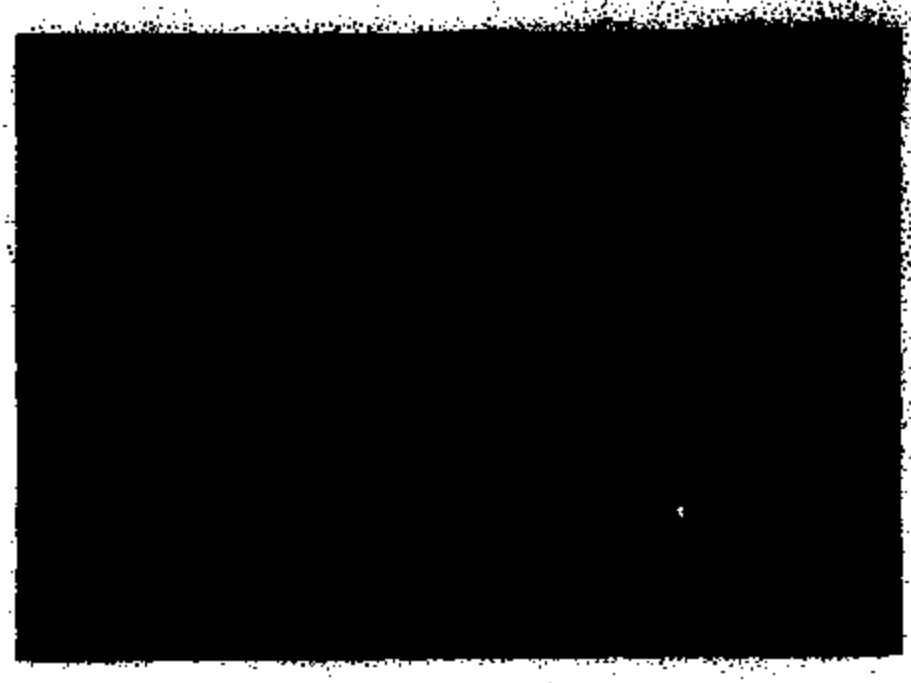

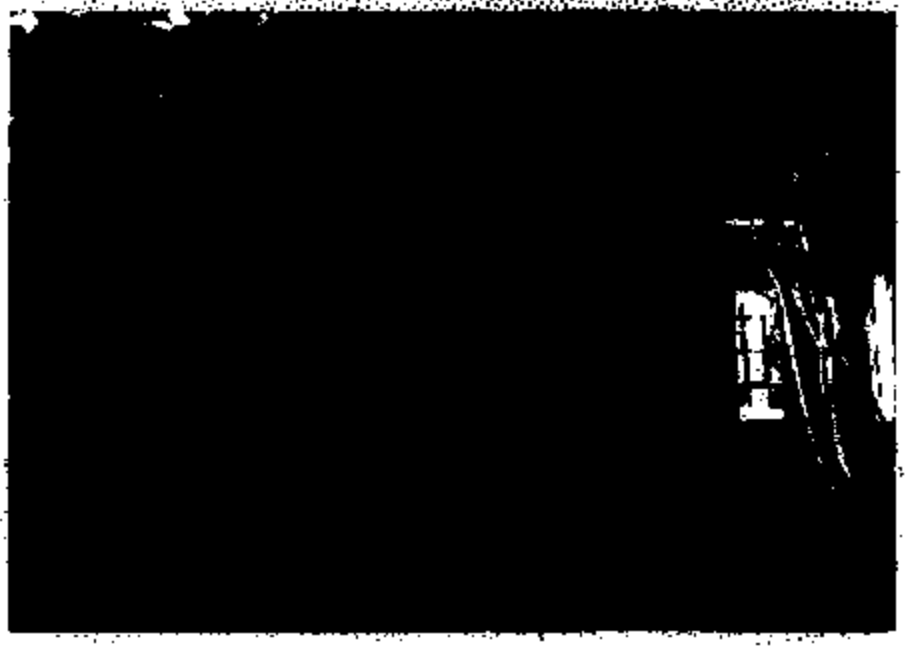

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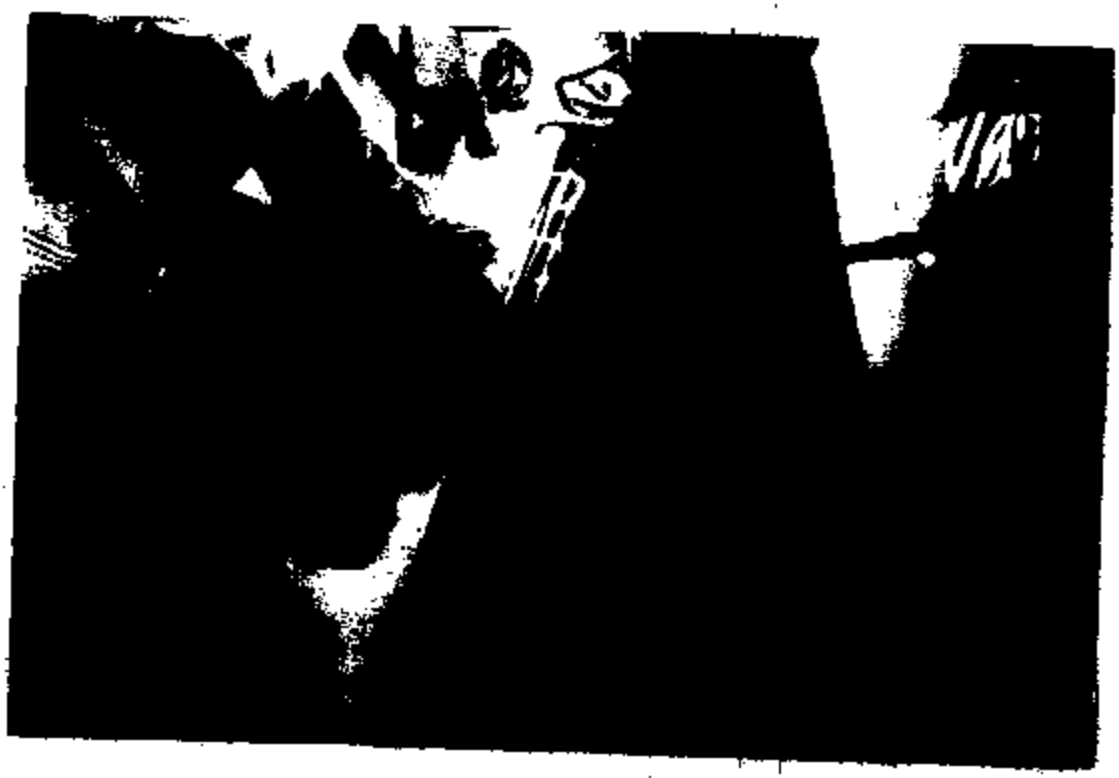

Office of the General Counsel

Ford Motor Company
Parklane Towers West
Suite 400
3 Parklane Boulevard
Dearborn, MI 48126

August 1, 1996

GEICO Claims
One GEICO Center
Macon, GA 31295-0001
ATTENTION: MICHAEL LEWIS - D273

Re: Claimant: [redacted]
D/O/E: 9/12/95
Vehicle: 1995 Town Car
Your Claim No.: [redacted]

Dear Mr. Lewis:

Following a review of the facts and circumstances surrounding this event, Ford Motor Company finds no evidence of a manufacturing or design defect, therefore, we must deny liability for this claim.

Please be advised that all necessary steps must be taken to ensure that the subject vehicle and all of its component parts are maintained and preserved for trial. Ford Motor Company has the right to inspect the vehicle and remove and test any component part that you claim to be defective, and to be presented with the vehicle and the subject component part(s) at the time of trial, should litigation ensue from this informal claim.

If you propose to repair the vehicle for continued usage, such repairs may not be performed until after Ford Motor Company has inspected the vehicle and removed and tested any component part you claim to be defective or advised you in writing that it does not intend to perform such inspection and/or testing at this time. But even in that event, Ford Motor Company will insist that all components claimed to be defective are maintained and preserved for trial.

Sincerely,

Davene Fajack
Litigation Assistant

tla

Consisted
Profile ID: CUSTOMIZED

GETCO INS. CO.
PO BOX 6352 COLUMBIA SC 31907
(334) 290-6307

VOICE MAIL AND PAGER
1-800-555-8710
FID MRT-6383
Damage Assessed By: RON MERRY

8TW

* FAILURE TO PRESENT ESTIMATE TO REPAIR FACILITY *
* MAY INCREASE YOUR FINANCIAL RESPONSIBILITY *

Type of Loss: Comprehensive
Date of Loss: 09/12/95
Policy Number: 013501-00
Deductible: 0.00
Insured: [redacted]
Address: [redacted] COLUMBIA SC [redacted]
Telephone: Work Phone: [redacted] Home Phone: [redacted]
Mitchell Service: 011210
Description: 1995 LINCOLN TOWN CAR 4D 4 SEDAN
VIN: 1LNLM82W0VY711587 License/OH TIME: TFW853 OH TL Mileage: 1,102

PAY CODE BY
OEM/ALT: N Search Code: 051290
Color: GREY

Line Item Number	Entry Type	Labor Operation	Line Item Description		Part Type/ Part Number	Dollar Amount	Labor Unit
1	100211	MECH REMOVE/REPLACE	STEERING WHEEL W/AIR BAG	-N	FSRY 3000 F	250.60	0.2
2	100214	MECH REMOVE/REPLACE	STEERING AIR BAG MODULE	-N	ORDER FROM DEALER	579.44	INCL
3	100250	MECH *REMOVE/REPLACE	W/SHIELD REAR VIEW MIRROR		FSRY 17700 B	267.20	0.4
4	000600	MECH *REMOVE/REPLACE	*CARPET		5413000	527.10*	2.0*
5	500600	MECH *REMOVE/REPLACE	*CARPET PAD		5413040	290.80*	1.0*
6	111030	MECH *REMOVE/REPLACE	R W/SHIELD MDM OTBDR		ORDER FROM DEALER	136.17	0.2
7	111040	MECH *REMOVE/REPLACE	L W/SHIELD SMR OTBDR		ORDER FROM DEALER	136.17	0.2
8	100250	MECH *REMOVE/REPLACE	INST PANEL ASSY	-N	ORDER FROM DEALER	1,082.22	0.3
9	100251	MECH *REMOVE/REPLACE	INST PANEL CLUSTER FINISH PANEL		ORDER FROM DEALER	307.03	INCL
10	100272	MECH *REMOVE/REPLACE	INST PANEL ASHTRAY MOUNTING		ORDER FROM DEALER	65.18	
11	112070	MECH *REMOVE/REPLACE	INST PANEL ASHTRAY		FDAZ 5406020 A	50.00	INCL
12	AUTO	REFIN REFINISH	ASHTRAY COVER				0.2
13	000600	MECH *REMOVE/REPLACE	*INSTRUMENT CLUSTER		10093	500.00*	0.5*
14	100274	MECH *REMOVE/REPLACE	INST PANEL GLOVEBOX		FSRY 5406010 A	105.70*	INCL
15	112040	MECH *REMOVE/REPLACE	INST PANEL GLOVEBOX LATCH		EDAY 5406072 A	20.63*	INCL
16	AUTO	REFIN REFINISH	LOCK				0.2
17	000600	MECH *REMOVE/REPLACE	*LT HEADREST COVER		5481400	147.55*	0.5*
18	000600	MECH *REMOVE/REPLACE	*LT HEADREST		5481000	115.55*	0.5*
19	000600	MECH *REMOVE/REPLACE	*RT HEADREST		NEW	115.55*	0.5*
20	000600	MECH *REMOVE/REPLACE	*RT ADJ OTBDR		5404454	52.80*	0.3*

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21	300500	MECH	*REMOVE/REPLACE	*LT RUN VISOR	NEW	59.50*	0.3*
22	300500	MECH	*REMOVE/REPLACE	*LT COWL TRIM PANEL	5402246	38.07*	0.3*
23	300500	MECH	*REMOVE/REPLACE	*RT COWL TRIM PANEL	5402244	39.07*	0.3*
24	300500	MECH	*REMOVE/REPLACE	*FRT FLOOR MATS	5413000	60.00*	
25	300500	MECH	*REMOVE/REPLACE	*REAR FLOOR MATS	5413100	60.00*	
26	300500	MECH	*REMOVE/REPLACE	*RT FRT ARM REST	5429141	75.25*	0.5*
27	300500	MECH	*REMOVE/REPLACE	*LT FRT ARM REST	5429140	75.25*	0.5*
28	300500	MECH	*REMOVE/REPLACE	*ROOF MONTGOMERY WARD 3 OZ.LB	5431400	52.30*	0.5*
29	300500	MECH	*REMOVE/REPLACE	*IMPERIAL ROOF TRIM RT	NEW	440.50*	0.5*
30	300500	MECH	*REMOVE/REPLACE	*IMPERIAL ROOF TRIM LT	NEW	440.50*	0.5*
31	300500	MECH	*REMOVE/REPLACE	*RT SEAT BELT ASSY FRT 1ST	NEW	280.05*	1.0*
32	300500	MECH	*REMOVE/REPLACE	*LT SEAT BELT ASSY FRT 1ST	NEW	250.05*	1.0*
33	300500	MECH	*REMOVE/REPLACE	*RT REAR SEAT BELT ASSY	NEW	121.60*	1.0*
34	300500	MECH	*REMOVE/REPLACE	*LT REAR SEAT BELT ASSY	NEW	121.60*	1.0*
35	300500	MECH	*REMOVE/REPLACE	*ELECTRIC MOTOR WIRING HARNESS	NEW	98.05*	3.5*
36	300500	MECH	*REMOVE/REPLACE	*A/C HOSE	13300	545.80*	1.0*
37	300500	MECH	*REMOVE/REPLACE	*DR BOTTOM SEAT COVER	NEW	784.47*	1.0*
38	300500	MECH	*REMOVE/REPLACE	*DR SEAT BACK COVER	NEW	749.57*	1.0*
39	300500	MECH	*REMOVE/REPLACE	*PASSENGER SEAT BOTTOM COVER	NEW	780.47*	1.0*
40	300500	MECH	*REMOVE/REPLACE	*PASSENGER SEAT BACK COVER	NEW	749.57*	1.0*
41	300500	MECH	*REMOVE/REPLACE	*REAR BENCH SEAT BOTTOM COVER	NEW	1,068.58*	1.0*
42	300500	MECH	*REMOVE/REPLACE	*REAR SEAT BACK COVER	NEW	670.82*	1.0*
43	300500	MECH	*REMOVE/REPLACE	*DR SEAT PADS BOTTOM & BACK	NEW	572.27*	1.0*
44	300500	MECH	*REMOVE/REPLACE	*PASS SEAT PADS BOTTOM & BACK	NEW	572.27*	1.0*
45	300500	MECH	*REMOVE/REPLACE	*REAR SEAT PADS	NEW	451.25*	1.0*
46	300500	MECH	*REMOVE/REPLACE	*REAR SEAT ARM REST PAD AND COVER	NEW	586.40*	1.0*
47	300500	MECH	*REMOVE/REPLACE	*RT FRT PILLAR TRIM	NEW	49.00*	0.5*
48	300500	MECH	*REMOVE/REPLACE	*LT FRT PILLAR TRIM	NEW	49.00*	0.5*
49	300500	MECH	*REMOVE/REPLACE	*CENTER PILLAR TRIM ROL 2 & 80.00	NEW	181.50*	0.5*
50	300500	MECH	*REMOVE/REPLACE	*RT & LT QTR TRIM	NEW	149.50*	1.0*
51	300500	MECH	*REMOVE/REPLACE	*SUN VISOR CLTPW	NEW	11.50*	0.3*
52	300500	MECH	*REMOVE/REPLACE	*CELLULAR PHONE	NEW	500.00*	1.0*
53	300500	MECH	*REMOVE/REPLACE	*CELLULAR PHONE CRADLE	NEW	125.00*	1.0*
54	300500	MECH	*REMOVE/REPLACE	*RT REAR ARM REST AND COVER	NEW	537.00*	1.0*
55	300500	MECH	*REMOVE/REPLACE	*LT REAR ARM REST AND COVER	NEW	537.00*	1.0*
56	300500	MECH	*REMOVE/REPLACE	*REAR PACKAGE TRAY	NEW	180.05*	1.0*
57	300500	MECH	*REMOVE/REPLACE	*REAR OPENER COVERS	NEW	79.50*	0.5*
58	300500	MECH	*REMOVE/REPLACE	*RT A/C REGISTER ASSY	NEW	74.00*	0.5*
59	300500	MECH	*REMOVE/REPLACE	*LT A/C REGISTER ASSY	NEW	74.00*	0.5*
60	300500	MECH	*REMOVE/REPLACE	*CENTER A/C REGISTER ASSY	NEW	241.00*	0.5*
61	300500	MECH	*REMOVE/REPLACE	*RT HEAD REST COVER	NEW	147.77*	1.0*
62	300500	MECH	*ADD'L LABOR OPN*PLEASE ADD FUMIGATE VEHICLE		BUILET	550.00*	
63	108279	MECH	*REMOVE/REPLACE	INST PANEL ASY DAO MODULE -H	ORDER FROM DEALER	777.01	INCL
64	122781	MECH	*REMOVE/REPLACE	INST PANEL BAGIO	FRONT 180052 C	640.00*	INCL
65	300500	MECH	*REMOVE/REPLACE	*BODY WIRING HARNESS	144005	752.53*	8.0*
66	300500	MECH	*REMOVE/REPLACE	*CABIN WIRING HARNESS	14401	535.02*	5.5*
67	300500	MECH	*REMOVE/REPLACE	*EEC HARNESS	F5RV14290B	342.00*	4.0*
68	300500	MECH	*REMOVE/REPLACE	*CABIN TRIM	5400A463	219.14*	5.0*
69	300500	MECH	*REMOVE/REPLACE	*CABIN TRIM	5401230	172.45*	5.0*
70	108300	MECH	*REMOVE/REPLACE	R FRT DOOR TRIM PANEL ASSY	ORDER FROM DEALER	574.20	0.8
71	108304	MECH	*REMOVE/REPLACE	L FRT DOOR TRIM PANEL ASSY	ORDER FROM DEALER	574.20	0.8
72	108313	MECH	*REMOVE/REPLACE	R REAR DOOR TRIM PANEL ASSY	ORDER FROM DEALER	518.70	0.8

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0R03-023-0 3101

Committed
Profile ID: CUSTOMIZED

T3	100024 MECH	*REMOVE/REPLACE	L REAR QUAR TRIM PANEL ASSY	ORDER FROM DEALER	515.70	0.8
T4	130150 MECH	*REMOVE/REPLACE	ROOF HEADLINER	ORDER FROM DEALER	548.52	1.6
T5	130226 MECH	*REMOVE/REPLACE	FRT ROOF INDICATOR LAMP	ORDER FROM DEALER	110.55*	0.3
T9	130232 MECH	*REMOVE/REPLACE	REAR ROOF INTERIOR LAMP	ORDER FROM DEALER	110.55*	0.3
T7	AUTO	ADD'L COST	PAINT MATERIALS		7.00*	

* Judgment Item

Remarks

NO DI GIVEN. NO PRIOR DAMAGE NOTED. FIRE STARTED AROUND AREA OF CIGARETTE LIGHTER. ROOF SAYS CAUSED BY FIZ BUSTER SHORTING OUT. I FEEL THAT THE FUSE OR RELAY SHOULD HAVE KICKED OUT BEFORE FIRE STARTED. SCOTT HENSON ALSO LOOKED AT VEH ON 09-14-95 AND HE ALSO FEELS RELAY OR FUSE SHOULD HAVE KICKED OUT. FORD MOTOR CO. REP. LOOKED AT VEH AND DENIED PRODUCT LIABILITY. NOTIFIED SCOTT AND HE MADE COMPLETE APPR AND TOTAL VEH. COMPLETED APPR ON 9-20-95 AFTER REP FURNISHED FIGURES ON PARTS NEEDED.

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals
Refinish	0.5	28.00			14.00
Mechanical	79.8	40.00		150.00	4,278.40
				Labor Subtotal	4,292.40
Labor Summary Totals	79.4				4,292.40

II. Part Replacement Summary	Amount
Taxable Parts	23,808.12
Sales Tax @ 6.00%	1,428.49
Non-Taxable Parts	101.20
Total Replacement Parts Amount:	25,185.81

III. Additional Costs	Amount
Taxable Costs	7.00
Sales Tax @ 6.00%	0.42
Total Additional Costs:	7.42

IV. Adjustments	Amount
Insurance Deductible	0.99-
Customer Responsibility:	0.99-

I. Total Labor:	4,292.40
II. Total Replacement Parts:	25,185.81
III. Total Additional Costs:	7.42
Gross Total:	29,485.63
IV. Total Adjustments:	0.99-
Net Total:	29,485.64

Point of Impact: 18 MON COLLISION Inspection Site: GATEWAY LINC. MERCURY
Body Shop: GATEWAY LINC-MERC-TOYOTA, INC. Work Phone: (706) 322-6675
Address: 1300 5TH. AVE. COLUMBUS GA 31902

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INVOICE

PAGE 1

GATEWAY
LINCOLN-MERCURY-ISUZU
1300 5th Avenue
COLUMBUS, GEORGIA 31902
Phone 322-5575

ISUZU

[redacted]
COLUMBUS GA [redacted]
HOME: [redacted]

SERVICE ADVISOR: 8930 J.R. PEARSON

COLOR	YEAR	MAKE/MODEL	VIN	OWNER	MILEAGE IN/OUT	TAG
GREY	95	LINCOLN TOWN CAR	1LNLM82W9SY711567		1143/1143	T850

DEL DATE	MOD DATE	WARR EXP	PROMISED	PO NO	RO DATE	PAYMENT	MOVEDATE
24AUG95	20MAR95		17:30 09OCT95		46.00		09OCT95

RO OPENED	READY	OPTIONS: STK:L7524 DLR:38K115 ENG:5SW TRN:ELECTRONIC AUTO O/D TRANS
12:44 12SEP95	12:24 09OCT95	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CAUGHT ON FIRE AND WAS TOWED IN.			
A85 STORAGE FOR VEHICLE, 28 DAYS			
1367 CP 0.00	150.00	150.00	
**********			
B** TOW.			
TOW TOW			
1367 CP 0.00	45.00	45.00	
**********			

PAID
OCT - 9 1995

The only warranties applying to this partial are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this partial under springs. Buyer shall not be entitled to recover from the dealer for damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

THE ABOVE WORK HEREBY AUTHORIZED AND CONDITIONS AGREED TO AS OUTLINED BELOW. MY CAR MAY BE DRIVEN BY YOUR EMPLOYEES FOR ROAD TEST AT MY OWN RISK.
TERMS ARE CASH ON DELIVERY. ESTIMATES ARE FOR LABOR ONLY, MATERIAL IS EXTRA.

Not responsible for loss or damage to cars or articles left in cars of fire, theft, accident, freezing, or any other cause not owned. Any [illegible] to your repair order for the handling of environmentally hazardous materials.

The owner of the above described vehicle agrees to pay reasonable attorney's fees and court cost incurred in the collection of this account, in the particular of any law.

CUSTOMER'S SIGNATURE

DESCRIPTION	TOTAL
LABOR AMOUNT	241.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	241.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	241.00

SERVICE HOURS
Monday thru Friday 7:30 - 5:30
No Cars Delivered after 5:30

CUSTOMER

8202-626-8 2153

106 006318

September 27, 1995

[redacted]

Columbus, [redacted]

[redacted]

We recently received an inquiry over your 1995 Lincoln from our Customer Line.

Customer satisfaction is one of the primary objectives of Ford Motor Company and we try to make every attempt to ensure that our owners are satisfied, by providing the improvement of reasonably customer conditions in or after the purchase.

After the inspection of the vehicle by an independent third party is in fact a paint [illegible] that was not caused by a manufacturer's defect. The third party inspector indicated the damage to be by the aftermarket paint hardener that was applied on the clearcoat and not paint over the protective lubber. This type of situation is normally handled by your insurance carrier. If your insurance company feels there could be a manufacturer liability due to a product defect, they would file a subrogation claim against us.

Thank you for contacting Ford. We appreciate the opportunity to consider your request.

Sincerely,

W. J. Orwell
Litigation Prevention Section
Owner Relations Operations