

EA02-025

FORD 10/27/03

APPENDIX N

BOOK 40

PART 7 OF 8

Allstate Deluxe Plus Policy

Washington

Allstate Insurance Company
Home Office: Northbrook, IL 60062
AP463

Allstate
You're in good hands.

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You're in good hands.

PLTF 000298

E982-825-A 9257

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Allstate Insurance Company
The Company Named in the Declarations
A Stock Company — Home Office Northbrook, Illinois 60062

Definitions Used In This Policy

1. "You" or "Your" — means the person named on the Policy Declarations as the insured and that person's resident spouse.
2. "Allstate," "We," "Us," or "Our" — means the company named on the Policy Declarations.
3. "Insured person(s)" — means you and, if a resident of your household:
 - a) any relative; and
 - b) any dependent person in your care.

Under Coverage X — Family Liability Protection and Coverage Y — Guest Medical Protection, "Insured person" also means:

- c) any person or organization legally responsible for loss caused by animals or watercraft covered by this policy which are owned by an insured person. We do not cover any person or organization using or having custody of animals or watercraft in any business, or without permission of the owner.
- d) with respect to the use of any vehicle covered by this policy, any person while engaged in the employment of an insured person.

"Bodily Injury" — means physical harm to the body, including sickness or disease, and resulting death, except that bodily injury does not include:

- a) any venereal disease;
- b) Herpes;
- c) Acquired Immune Deficiency Syndrome (AIDS);
- d) AIDS Related Complex (ARC);
- e) Human Immunodeficiency Virus (HIV);

or any resulting symptom, effect, condition, disease or illness related to (a) through (e) listed above.

Under Coverage Y — Guest Medical Protection, bodily injury means physical harm to the body, including sickness or disease, except that bodily injury does not include:

- a) any venereal disease;
- b) Herpes;
- c) Acquired Immune Deficiency Syndrome (AIDS);
- d) AIDS Related Complex (ARC);
- e) Human Immunodeficiency Virus (HIV);

or any resulting symptom, effect, condition, disease or illness related to (a) through (e) listed above.

5. "Building Structure" — means a structure with walls and a roof.

6. "Business" — means:

- a) any full or part-time activity of any kind engaged in for monetary or other compensation or the use of any part of any premises for such purposes. The providing of home day care services to other than an insured person or relative of an insured person for monetary or other compensation is also a business. However, the mutual exchange of home day care services is not considered a business;
- b) any property rented or held for rental by an insured person. Rental of your residence premises isn't considered a business when:
 - 1) it is rented occasionally for residential purposes;

- 2) a portion is rented to not more than two roomers or boarders; or
 - 3) a portion is rented as a private garage.
7. "Residence Premises" — means the dwelling, other structures and land located at the address stated on the Policy Declarations.
8. "Insured premises" — means:
- a) the residence premises; and
 - b) under Section II only:
 - 1) the part of any other premises, other structures and grounds used by you as a residence. This includes premises, structures and grounds you acquire for your use as a private residence while this policy is in effect;
 - 2) any part of a premises not owned by an insured person but where an insured person is temporarily living;
 - 3) cemetery plots or burial vaults owned by an insured person;
 - 4) vacant land, other than farmland, owned by or rented to an insured person;
 - 5) land owned by or rented to an insured person where a one, two, three or four family dwelling is being built as that person's residence;
 - 6) any premises used by an insured person in connection with the residence premises;
 - 7) any part of a premises occasionally rented to an insured person for other than business purposes.
9. "Occurrence" — means an accident, including continuous or repeated exposure to substantially the same general harmful conditions during the policy period, resulting in bodily injury or property damage.
10. "Property damage" — means physical injury to or destruction of tangible property, including loss of its use resulting from such physical injury or destruction.
11. "Residence employee" — means an employee of an insured person while performing duties arising out of and in the course of employment in connection with the maintenance or use of your residence premises. This includes similar duties performed elsewhere for an insured person, not in connection with the business of an insured person.
12. "Dwelling" — means a one, two, three or four family building structure, identified as the insured property on the Policy Declarations, where you reside and which is principally used as a private residence.

Insuring Agreement

In reliance on the information you have given us, Allstate agrees to provide the coverages indicated on the Policy Declarations. In return, you must pay the premium when due and comply with the Policy terms and conditions, and inform us of any change in title, use or occupancy of the residence premises.

Subject to the terms of this policy, the Policy Declarations show the location of the residence premises, applicable coverages, limits of liability and premiums. The policy applies only to losses or occurrences that take place during the policy period. The policy period is shown on the Policy Declarations. This policy is not complete without the Policy Declarations.

The terms of this policy impose joint obligations on the person named on the Policy Declarations as the insured and on that person's resident spouse. These persons are defined as you or your. This means that the responsibilities, acts and omissions of a person defined as you or your will be binding upon any other person defined as you or your.

The terms of this policy impose joint obligations on persons defined as an insured person. This means that the responsibilities, acts and failures to act of a person defined as an insured person will be binding upon another person defined as an insured person.

Agreements We Make With You

We make the following agreements with you:

Conformity to State Statutes

When the policy provisions conflict with the statutes of the state in which the residence premises is located, the provisions are amended to conform to such statutes.

Coverage Changes

When Allstate broadens coverage during the premium period without charge, you have the new features if you have the coverage to which they apply. Otherwise, the policy can be changed only by endorsement.

The coverage provided and the premium for the policy is based on information you have given us. You agree to cooperate with us in determining if this information is correct and complete. You agree that if this information changes, is incorrect or incomplete, we may adjust your coverage and premium accordingly during the policy period.

Any calculation of your premium or changes in your coverage will be made using the rules, rates and forms on file, if required, for our use in your state. The rates in effect at the beginning of your current premium period will be used to calculate any change in your premium.

Policy Transfer

You may not transfer this policy to another person without our written consent.

Continued Coverage After Your Death

If you die, coverage will continue until the end of the premium period for:

- 1) Your legal representative while acting as such, but only with respect to the residence premises and property covered under this policy on the date of your death.
- 2) An insured person, and any person having proper temporary custody of your property until a legal representative is appointed and qualified.

Cancellation

Your Right to Cancel:

You may cancel this policy by notifying us of the future date you wish to stop coverage.

Our Right to Cancel:

Allstate may cancel this policy by mailing notice to you at the mailing address shown on the Policy Declarations. When this policy has been in effect for less than 60 days, and it is not a renewal with us, we may cancel this policy for any reason by giving you at least 10 days notice before the cancellation takes effect.

When the policy has been in effect for 60 days or more, or if it is a renewal with us, we may cancel this policy for one or more of the following reasons:

- 1) Non-payment of premium.
- 2) The policy was obtained by misrepresentation, fraud or concealment of material facts.
- 3) Material misrepresentation, fraud or concealment of material fact in presenting a claim, or violation of any of the policy terms.
- 4) There has been a substantial change or increase in hazard in the risk we originally accepted.

If the cancellation is for non-payment of premium, we will give you at least 10 days notice. If the cancellation is for any of the other reasons, we will give you at least 45 days notice.

Our mailing the notice of cancellation to you will be deemed proof of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice. Your return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible, but no later than:

- 1) 45 days after we send a notice of cancellation to you; or
- 2) 30 days after we receive the notice of cancellation from you.

However, refund of unearned premium is not a condition of cancellation.

Our Right Not to Renew or Continue:
Allstate has the right not to renew or continue the policy beyond the current premium period. If we don't intend to continue or renew the policy, we will mail you notice at least 45 days before

the end of the premium period. Our mailing the notice of nonrenewal to you will be deemed proof of notice.

Concealment or Fraud

This policy is void if it was obtained by misrepresentation, fraud or concealment of material fact. If it is determined that this policy is void, all premiums paid will be returned to you since there has been no coverage under this policy.

We do not cover any loss or occurrence in which any insured person has concealed or misrepresented any material fact or circumstance.

Section I — Your Property

Coverage A Dwelling Protection

Property We Cover Under Coverage A:

1. Your dwelling including attached structures. Structures connected to your dwelling by only a fence, utility line, or similar connection are not considered attached structures.
2. Construction materials and supplies at the residence premises for use in connection with your dwelling.
3. Wall-to-wall carpeting fastened to your dwelling.

Property We Do Not Cover Under Coverage A:

1. Any structure including fences or other property covered under Coverage B — Other Structures Protection.
2. Land, except as specifically provided in Section I — Additional Protection under item 13, "Land."
3. Satellite dish antennas and their systems, whether or not attached to your dwelling.

Coverage B Other Structures Protection

Property We Cover Under Coverage B:

1. Structures at the address shown on the Policy Declarations separated from your dwelling by clear space.
2. Structures attached to your dwelling by only a fence, utility line, or similar connection.
3. Construction materials and supplies at the

address of the residence premises for use in connection with structures other than your dwelling.

4. Wall-to-wall carpeting fastened to other building structures.

Property We Do Not Cover Under Coverage B:

1. Structures used in whole or in part for business purposes.
2. Any structure or other property covered under Coverage A — Dwelling Protection.
3. Construction materials and supplies at the address of the residence premises for use in connection with the dwelling.
4. Land, no matter where located, or the replacement, rebuilding, restoration, stabilization or value of any such land.
5. Satellite dish antennas and their systems, whether or not attached to building structures.

Losses We Cover Under Coverages A and B:
We will cover sudden and accidental direct physical loss to property described in Coverage A — Dwelling Protection and Coverage B — Other Structures Protection except as limited or excluded in this policy.

Losses We Do Not Cover Under Coverages A and B:

We do not cover loss to the property described in Coverage A — Dwelling Protection or Coverage B — Other Structures Protection caused by or resulting in any manner from any of the following excluded events as described in 1

through 22 below. Loss will be considered to have been caused by an excluded event if that event:

- a) directly and solely results in a loss; or
 - b) initiates a sequence of events that results in loss, regardless of the nature of any intermediate or final event in that sequence.
1. Flood, including surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind.
 2. Water or any other substance that backs up through sewers or drains.
 3. Water or any other substance that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.
 4. Water or any other substance on or below the surface of the ground, regardless of its source. This includes water or any other substance which exerts pressure on, or flows, seeps or leaks through any part of the residence premises.
- We do cover sudden and accidental direct physical loss caused by fire, explosion or theft resulting from items 1 through 4 listed above.
5. Earth movement of any type, including earthquake, landslide, subsidence, mudflow, pressure, sinkhole, erosion, or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling or contracting of the earth. This exclusion applies whether or not the earth movement is combined with water. This

includes volcanic eruption, except as specifically provided in Section I—
Additional Protection under item 15
"Volcanic Eruption."

We do cover sudden and accidental direct physical loss caused by fire, explosion, theft or breakage of glass or safety glazing materials resulting from earth movement.

6. Enforcement of any building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair, placement or demolition of any structure or land at the residence premises.

We do cover sudden and accidental direct physical loss caused by actions of civil authority to prevent the spread of fire.

7. The failure by any insured person to take all reasonable steps to preserve property when the property is endangered by a cause of loss we cover.
8. Any substantial change or increase in hazard, if changed or increased by any means within the control or knowledge of an insured person.
9. Intentional or criminal acts of or at the direction of any insured person, if the loss that occurs:
 - a) may be reasonably expected to result from such acts; or
 - b) is the intended result of such acts.
10. Nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination or any consequence of any of

these. Loss caused by nuclear action is not considered loss by fire, explosion or smoke.

We do cover sudden and accidental direct physical loss by fire resulting from nuclear action.

11. War or warlike acts, including insurrection, rebellion or revolution.
12. Collapse, except as specifically provided in Section I — Additional Protection under item 12, "Collapse."
13. Soil conditions, including corrosive action, chemicals, compounds, elements, suspensions, crystal formations or gels in the soil.
14. Vapors, fumes, acids, toxic chemicals, toxic gases, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.

In addition, we do not cover loss caused by or resulting in any manner from any of the following:

15. a) Wear and tear, aging, marring, scratching, deterioration, inherent vice, or latent defect.
- b) Mechanical breakdown.
- c) Growth of trees, shrubs, plants or lawns whether or not such growth is above or below the surface of the ground.
- d) Rust or other corrosion, mold, wet or dry rot.
- e) Contamination, including the presence of toxic, noxious, or hazardous gases, chemicals, liquids, solids or other substances at the residence premises or

in the air, land or water serving the residence premises.

- f) Smog, smoke from the manufacturing of any controlled substance by an insured person or with the knowledge of an insured person, agricultural smudging and industrial operations.
- g) Settling, cracking, shrinking, bulging or expansion of pavements, patios, foundations, walls, floors, roofs or ceilings.
- h) Insects, rodents, birds or domestic animals. We do cover the breakage of glass or safety glazing materials caused by birds.
- i) Seizure by government authority of property covered under Coverage A — Dwelling Protection or Coverage B — Other Structures Protection.

If any of (a) through (h) cause the sudden and accidental escape of water or steam from a plumbing, heating or air conditioning system, household appliance or fire protective sprinkler system within your dwelling, we cover the direct physical damage caused by the water or steam. If loss to covered property is caused by water or steam not otherwise excluded, we will cover the cost of tearing out and replacing any part of your dwelling necessary to repair the system or appliance. This does not include damage to the defective system or appliance from which the water escaped.

16. Freezing of plumbing, fire protective sprinkler systems, heating or air conditioning systems or household appliances, or discharge, leakage or overflow from within the systems or appliances caused by freezing, while the building structure is vacant, unoccupied or

being constructed unless you have used reasonable care to:

- a) maintain heat in the building structure; or
- b) shut off the water supply and drain the system and appliances.

17. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not. This exclusion applies only to fences, pavements, patios, swimming pools, foundations, retaining walls, bulkheads, piers, wharves or docks.

18. Seepage, meaning continuous or repeated seepage or leakage over a period of weeks, months, or years, of water, steam or fuel:

- a) from a plumbing, heating, air conditioning or automatic fire protection system or from within a domestic appliance; or
- b) from, within or around any plumbing fixtures, including shower stalls, shower baths, tub installations, sinks or other fixtures designed for the use of water or steam.

19. Theft from your residence premises while your dwelling is under construction, or of materials and supplies for use in construction, until your dwelling is completed and occupied.

20. Vandalism or Malicious Mischief if your dwelling is vacant or unoccupied for more than 30 consecutive days immediately prior to the vandalism or malicious mischief. A dwelling under construction is not considered vacant.

21. Acts or decisions, including the failure to act or decide, of any person, group, organization

or governmental body. However, any sudden and accidental physical loss that follows is covered unless specifically excluded.

22. Weather conditions which result in

- a) landslide or mudflow,
- b) earth sinking, rising or shifting;
- c) flood, surface water, waves, tidal water, or spray from any of these, whether or not driven by wind;
- d) water backing up from a sewer or drain or overflowing from a sump pump or sump pump well; or
- e) water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

However, we do cover direct loss caused by fire, explosion or theft resulting from a) through e) listed above.

Coverage C

Personal Property Protection

Property We Cover Under Coverage C:

1. Personal property owned or used by an insured person anywhere in the world. When personal property is located at a residence other than the residence premises, coverage is limited to 10% of Coverage C — Personal Property Protection. This limitation does not apply to personal property in a newly acquired principal residence for the 30 days immediately after you begin to move property there or to personal property in student dormitory, fraternity or sorority housing.

1. At your option, personal property owned by a guest or residence employee while the property is in a residence you are occupying.

Limitations On Certain Personal Property:

Limitations apply to the following groups of personal property. These limitations do not increase the amount of insurance under Cover C — Personal Property Protection. The total amount of coverage for each group in any one loss is as follows:

- | | | | |
|---------------|---|----------------|---|
| 1. \$ 200 - | Money, bullion, bank notes, coins and other numismatic property. | 6. \$ 1,000 - | Manuscripts, including documents stored on electronic media. |
| 2. \$ 200 - | Property used or intended for use in a business while the property is away from the residence premises. This does not include electronic data processing equipment or the recording or storage media used with that equipment. | 7. \$ 2,000 - | Watercraft, including their attached or unattached trailers, furnishings, equipment, parts and motors. |
| 3. \$2,000 - | Property used or intended for use in a business, including property held as samples or for sale or delivery after sale, while the property is on the residence premises. This does not include electronic data processing equipment or the recording or storage media used with that equipment. | 8. \$ 1,000 - | Trailers not used with watercraft. |
| 4. \$1,000 - | Trading cards, subject to a maximum amount of \$250 per card. | 9. \$ 2,500 - | Theft of jewelry, watches, precious and semi-precious stones, gold other than goldware, silver other than silverware, platinum and furs, including any item containing fur which represents its principal value; subject to a maximum amount of \$1,000 per item. |
| 5. \$ 1,000 - | Accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, securities, tickets, and stamps, including philatelic property. | 10. \$ 2,000 - | Any motorized land vehicle parts, equipment or accessories not attached to or located in or upon any motorized land vehicle. |
| | | 11. \$ 2,000 - | Theft of firearms. Firearms will include guns, holsters, scopes or any type of firearm accessories. |
| | | 12. \$ 2,500 - | Theft of silverware, pewterware and goldware. |
| | | 13. \$ 5,000 - | Electronic data processing equipment and the recording or storage media used with that equipment whether or not the |

equipment is used in a business. Recording or storage media will be covered only up to:

- a) the retail value of the media, if pre-programmed; or
- b) the retail value of the media in blank or unexposed form, if blank or self-programmed.

14. \$ 5,000 - Motorized land vehicles designed for assisting the handicapped or used solely for the service of the insured premises and not licensed for use on public roads.

15. \$10,000 - Theft of rugs, including any handwoven silk or wool rug, carpet, tapestry, wall-hanging or other similar article whose principal value is determined by its color, design, quality of wool or silk, quality of weaving, condition or age; subject to a maximum amount of \$2,500 per item.

Property We Do Not Cover Under Coverage C:

1. Personal property specifically described and insured by this or any other insurance.
2. Animals.
3. Motorized land vehicles, including any land vehicle powered or assisted by a motor or engine. We do not cover any motorized land vehicle parts, equipment or accessories attached to or located in or upon any motorized land vehicle. We do cover motorized land vehicles designed for assisting the handicapped or used solely for the service of

the insured premises and not licensed for use on public roads.

4. Aircraft and aircraft parts. This does not include model or hobby craft not designed to carry people or cargo.
5. Property of roomers, boarders, tenants not related to an insured person.
6. Property located away from the residence premises and rented or held for rental to others.
7. Any device, cellular communication system, radar signal reception system, accessory or antenna designed for reproducing, detecting, receiving, transmitting, recording or playing back data, sound or picture which may be powered by electricity from a motorized land vehicle or watercraft and while in or upon a motorized land vehicle or watercraft.
8. Satellite dish antennas and their systems.

Losses We Cover Under Coverage C:

We will cover sudden and accidental direct physical loss to the property described in Coverage C — Personal Property Protection, except as limited or excluded in this policy, caused by:

1. Fire or Lightning.
2. Windstorm or Hail.

We do not cover:

- a) loss to covered property inside a building structure, caused by rain, snow, sleet, sand or dust unless the wind or hail first

damages the roof or walls and the wind forces rain, snow, sleet, sand or dust through the damaged roof or wall;

- b) loss to watercraft and their trailers, furnishings, equipment and motors unless inside building structure. However, we do cover canoes and rowboats on the residence premises.

3. Explosion.

4. Riot or Civil Commotion, including pillage and looting during, and at the site of, the riot or civil commotion.

5. Aircraft, including self-propelled missiles and spacecraft.

6. Vehicles, meaning a device designed or used to transport persons or property.

7. Smoke.

We do not cover loss caused by smoke from the manufacturing of controlled substances by an insured person or with the knowledge of an insured person, agricultural smudging or industrial operations.

8. Vandalism and Malicious Mischief.

We do not cover vandalism or malicious mischief if your residence premises is unoccupied for more than 30 consecutive days immediately prior to the vandalism or malicious mischief. A residence premises under construction is not considered unoccupied.

9. Falling objects.

We do not cover loss to personal property inside a building structure unless the falling object first damages the exterior walls or roof of the building structure.

10. Weight of ice, snow or sleet which causes damage to personal property in a building structure, but only if the building structure is damaged due to the weight of ice, snow or sleet.

11. Increase or decrease of artificially generated electrical current to electrical appliances, fixtures and wiring.

12. Bulging, burning, cracking or rupture of a steam or hot water heating system, an air conditioning system, an automatic fire protection system or an appliance for heating water.

13. Water or steam that escapes from a plumbing, heating or air conditioning system, an automatic fire protection system, or from a household appliance due to accidental discharge or overflow.

We do not cover loss to the system or appliance from which the water or steam escapes, or loss from water which backs up through sewers or drains or overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.

14. Freezing of a plumbing, heating or air conditioning system or a household appliance.

We do not cover loss at the residence premises under perils (12), (13), and (14) caused by or resulting from freezing while the building is vacant, unoccupied or under construction unless you have used reasonable care to:

- a) maintain heat in the building; or
- b) shut off the water supply and drain the water from the systems and appliances.

15. Theft, or attempted theft, including disappearance of property from a known place when it is likely that a theft has occurred. Any theft must be promptly reported to the police.

We do not cover:

- a) theft or attempted theft committed by an insured person;
- b) theft in or from the residence premises while under construction or of materials and supplies for use in construction, until the dwelling is completed and occupied;
- c) theft of any property while at any other residence owned, rented to or occupied by an insured person unless the insured person is temporarily residing there;
- d) theft of trailers, campers, watercraft, including furnishings, equipment and outboard motors, away from the residence premises;
- e) theft from that part of the residence premises rented by you to other than an insured person.

16. Breakage of glass, meaning damage to covered personal property caused by breakage of glass constituting a part of any building on the residence premises. This does not include damage to the glass.

Losses We Do Not Cover Under Coverage C:

We do not cover loss to the property described in Coverage C — Personal Property Protection caused by or resulting in any manner from any of the following excluded events as described in 1 through 14 below. Loss will be considered to have been caused by an excluded event if that event:

- a) directly and solely results in a loss; or
- b) initiates a sequence of events that results in loss, regardless of the nature of any intermediate or final event in that sequence.

1. Flood, including surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind.
2. Water or any other substance that backs up through sewers or drains.
3. Water or any other substance that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.
4. Water or any other substance on or below the surface of the ground, regardless of its source. This includes water or any other substance which exerts pressure on, or flows, seeps or leaks through any part of the residence premises.

We do cover sudden and accidental direct physical loss caused by fire, explosion or theft resulting from water damage.

5. Earth movement of any type, including earthquakes, landslide, subsidence, mudflow,

pressure, sinkhole, erosion, or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling or contracting of the earth. This exclusion applies whether or not the earth movement is combined with water. This includes volcanic eruption, except as specifically provided in Section I — Additional Protection under item 15 "Volcanic Eruption."

We do cover sudden and accidental direct physical loss caused by fire, explosion, theft or breakage of glass or safety glazing materials resulting from earth movement.

8. Enforcement of any building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair, placement or demolition of any building structure or other structure at the residence premises.

We do cover sudden and accidental direct physical loss to covered property caused by actions of civil authority to prevent the spread of fire.

9. The failure by any insured person to take all reasonable steps to save and preserve property when the property is endangered by a cause of loss we cover.

Any substantial change or increase in hazard, if changed or increased by any means within the control or knowledge of an insured person.

Intentional or criminal acts of or at the direction of any insured person, if the loss that occurs:

- a) may be reasonably expected to result from such acts; or
- b) is the intended result of such acts.

10. Nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss caused by nuclear action is not considered loss by fire, explosion or smoke.

We do cover sudden and accidental direct physical loss by fire resulting from nuclear action.

11. Vapors, fumes, acids, toxic chemicals, toxic gases, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.

12. War or warlike acts, including insurrection, rebellion, revolution.

13. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body. However, any sudden and accidental physical loss that follows is covered unless specifically excluded.

14. Weather conditions which result in:
- a) landslide or mudflow;
 - b) earth sinking, rising or shifting;
 - c) flood, surface water, waves, tidal water, or spray from any of these, whether or not driven by wind;
 - d) water backing up from a sewer or drain or overflowing from a sump pump or sump pump well; or
 - e) water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building,

Additional Protection

sidewalk, driveway, foundation,
swimming pool or other structure.

However, we do cover direct loss caused by
fire, explosion or theft resulting from a)
through e) listed above.

1. Additional Living Expense

- a) We will pay the reasonable increase in
living expenses necessary to maintain
your normal standard of living when a
direct physical loss we cover makes your
residence premises uninhabitable.

2.

Payment for covered additional living
expenses will be limited to the least of the
following:

- 1) the time period required to repair or
replace the property we cover, using
due diligence and dispatch; or
 - 2) if you permanently relocate, the
shortest time for your household to
settle elsewhere;
 - 3) 12 months.
- b) We will pay your lost fair rental income
resulting from a covered loss, less charges
and expenses which do not continue, when
a loss we cover makes the part of the
residence premises you rent to others,
or hold for rental, uninhabitable. We will
pay for lost fair rental income for the
shortest time required to repair or replace
the part rented or held for rental but not
to exceed 12 months.
- c) We will pay the reasonable and necessary
increase in living expenses and the lost
fair rental income for up to two weeks
should civil authorities prohibit the use of
the residence premises due to a loss at
a neighboring premises caused by a peril
we insure against.

These periods of time are not limited by
the termination of this policy.

We do not cover any lost income or expenses due to the cancellation of a lease or agreement.

No deductible applies to this protection.

Credit Card, Bank Fund Transfer Card, Check Forgery and Counterfeit Money
We will pay for loss:

- a) that an insured person is legally required to pay for the unauthorized use of any credit card or bank fund transfer card issued to or registered in the name of an insured person;
- b) caused by forgery or alteration of a check or negotiable instrument made or drawn upon an insured person's account;
- c) to an insured person through acceptance in good faith of counterfeit United States or Canadian paper currency.

Our maximum limit of liability for any one loss is \$1,000. All loss due to forgery or unauthorized use by or involving any one person is considered one loss.

We do not cover:

- a) loss arising from any business of an insured person;
- b) loss caused by or at the direction of an insured person or any other person who has been entrusted with any credit card or bank fund transfer card;
- c) loss arising out of dishonesty of an insured person.

When loss is discovered, the insured person must give us immediate written notice. If the loss involves a credit card, charge plate or bank fund transfer card, the insured person

must also give immediate written notice to the company or bank that issued the card or plate. Failure to comply with the terms and conditions of the card or plate voids this protection.

We will pay only for loss occurring during the policy period, including those losses discovered and reported to us within one year after the policy has terminated. We have the right to investigate and settle any claim or suit as we deem appropriate. Full payment of the amount of insurance for any one loss ends our obligation under each claim or suit arising from the loss.

We will defend any suit brought against an insured person for the enforcement of payment covered under paragraph 2(a) of this protection. The defense will be at our expense, with counsel of our choice.

We have the option to defend an insured person or the insured person's bank against a suit for the enforcement of payment covered under paragraph 2(b) of this protection. The defense will be at our expense, with counsel of our choice.

No deductible applies to this protection.

3. Debris Removal

We will pay reasonable expenses you incur to remove debris of covered property damaged by a loss we cover. If the loss to the covered property and the cost of debris removal are more than the limit of liability shown on the Policy Declarations for the covered property, we will pay up to an additional 5% of that limit for debris removal.

4. Emergency Removal of Property

We will pay for sudden and accidental direct physical loss to covered property from any cause while removed from a premises because of danger from a loss we cover. Protection is limited to a 30-day period from date of removal. This protection does not increase the limit of liability that applies to the covered property.

5. Fire Department Charges

We will pay up to \$500 for service charges made by fire departments called to protect your property from a loss we cover at the residence premises. No deductible applies to this protection.

6. Temporary Repairs After a Loss

We will reimburse you up to \$5000 for the reasonable and necessary cost you incur for temporary repairs to protect covered property from further imminent covered loss following a loss we cover. This coverage does not increase the limit of liability applying to the property being repaired.

7. Trees, Shrubs, Plants and Lawns

We will pay up to an additional 5% of the limit of liability shown on the Policy Declarations under Coverage A — Dwelling Protection for loss to trees, shrubs, plants and lawns at the address of the residence premises. We will not pay more than \$500 for any one tree, shrub, or plant including expenses incurred for removing debris. This coverage applies only to direct physical loss caused by fire or lightning, explosion, riot or civil commotion, aircraft, vehicles not owned by an occupant of the residence premises, vandalism, malicious mischief, theft or

collapse of a building structure or any part of a building structure.

We will pay up to \$500 for reasonable expenses you incur for the removal of debris of trees at the address of the residence premises for direct physical loss caused by windstorm, hail, or weight of ice, snow or sleet. The fallen tree must have caused damage to property covered under Coverage A — Dwelling Protection.

We do not cover trees, shrubs, plants, or lawns grown for business purposes.

8. Temperature Change

We will pay for loss to covered personal property in a building structure at the residence premises resulting from a change in temperature. The change in temperature must result from a covered loss to the building structure.

This coverage does not increase the limit of liability applying to the damaged property.

9. Power Interruption

We will pay for loss to the contents of freezers and refrigerated units on the residence premises caused by the interruption of power which occurs off the residence premises. If a power interruption is known to an insured person, all reasonable means must be used to protect the contents of freezers and refrigerated units.

This coverage does not increase the limit of liability applying to the damaged property.

1. Building Codes

We will pay up to 10% of the amount of insurance shown on the Policy Declarations under Coverage A — Dwelling Protection to comply with local building codes after covered loss to dwelling and when repair or replacement results in increased cost due to the enforcement of building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair or demolition of the dwelling.

2. Arson Reward

We will pay up to \$5,000 for information leading to an arson conviction in connection with a fire loss to property covered under Section I of this policy. The \$5,000 limit applies regardless of the number of persons providing information.

3. Collapse

We will cover:

- a) the entire collapse of a covered building structure;
- b) the entire collapse of part of a covered building structure; and
- c) direct physical loss to covered property caused by (a) or (b) above.

For coverage to apply, the collapse of a building structure specified in (a) or (b) above must be a sudden and accidental direct physical loss caused by one or more of the following:

- a) a loss we cover under Section I, Coverage C — Personal Property Protection;
- b) hidden decay of the building structure;
- c) hidden damage to the building structure caused by insects or vermin;

- d) weight of persons, animals, equipment or contents;
- e) weight of rain or snow which collects on a roof;
- f) defective methods or materials used in construction, repair, remodeling or renovation, but only if the collapse occurs in the course of such construction, repair, remodeling or renovation.

Collapse does not include settling, cracking, shrinking, bulging or expansion.

This protection does not change the limit of liability that applies to the covered property.

13. Land

If a sudden and accidental direct physical loss results in both a covered loss to the dwelling, other than the breakage of glass or safety glazing material, and a loss to land stability, we will pay up to \$10,000 as an additional amount of insurance for repair costs associated with the land. This includes the costs required to replace, rebuild, stabilize or otherwise restore the land necessary to support that part of the dwelling sustaining the covered loss.

The Section I — Losses We Do Not Cover Under Coverages A and B reference to earth movement does not apply to the loss of land stability provided under this Additional Protection.

14. Lock Replacement

Coverage A — Dwelling Protection is extended to include reasonable expenses you incur to replace or re-key exterior door locks at the residence premises with locks or

cylinders of like kind and quality. Coverage is provided when a key to a lock is stolen as part of a covered theft loss. The limit of liability under this coverage following any one theft loss is \$500.

15. Volcanic Eruption

We will cover sudden and accidental direct physical loss to covered property caused by volcanic eruption, including volcanic blast, shock wave, lava flow and volcanic fallout.

We do not cover loss:

- a) to trees, shrubs, lawns, plants and grounds; or
- b) caused by earthquake, landslide, mudflow, tidal wave, flooding or earth sinking, rising or shifting, resulting from volcanic eruption.

We do cover sudden and accidental direct physical loss caused by fire, explosion, theft or breakage of glass or safety glazing materials resulting from volcanic eruption.

One or more volcanic eruptions that occur within a 72 hour period shall be considered a single eruption.

This coverage does not increase the limit of liability that applies to the covered property.

1. Deductible

We will pay when a covered loss exceeds the deductible shown on the Policy Declarations. We will then pay only the excess amount, unless we have indicated otherwise in this policy.

2. Insurable Interest and Our Liability

In the event of a covered loss, we will not pay for more than an insured person's insurable interest in the property covered, nor more than the amount of coverage afforded by this policy.

3. What You Must Do After a Loss

In the event of a loss to any property that may be covered by this policy, you must:

- a) promptly give us or our agent notice. Report any theft to the police as soon as possible. If the loss involves a credit card, charge plate or bank fund transfer card, give written notice to the company or bank that issued the card or plate.
- b) protect the property from further loss. Make any reasonable repairs necessary to protect it. Keep an accurate record of any repair expenses.
- c) separate damaged from undamaged personal property. Give us a detailed list of the damaged, destroyed or stolen property, showing the quantity, cost, actual cash value and the amount of loss claimed.
- d) give us all accounting records, bills, invoices and other vouchers, or certified copies, which we may reasonably request to examine and permit us to make copies.
- e) produce receipts for any increased costs to maintain your standard of living while you reside elsewhere, and records

supporting any claim for loss of rental income.

- f) as often as we reasonably require:
- 1) show us the damaged property;
 - 2) at our request submit to examinations under oath, separately and apart from any other person defined as you or insured person and sign a transcript of the same;
 - 3) produce representatives, employees, members of the insured's household or others to the extent it is within the insured person's power to do so; and
- g) within 60 days after the loss, give us a signed, sworn proof of the loss. This statement must include the following information:
- 1) the date, time, location and cause of loss;
 - 2) the interest insured persons and others have in the property, including any encumbrances;
 - 3) the actual cash value and amount of loss for each item damaged, destroyed or stolen;
 - 4) any other insurance that may cover the loss;
 - 5) any changes in title, use, occupancy or possession of the property that have occurred during the policy period;
 - 6) at our request, the specifications of any damaged building structure or other structure;
 - 7) evidence supporting any claim under the Credit Card, Bank Fund Transfer Card, Check Forgery and Counterfeit Money protection. State the cause and amount of loss.

4. Our Settlement Options

In the event of a covered loss, we have the option to:

- a) repair, rebuild or replace all or any part of the damaged, destroyed or stolen property with property of like kind and quality within a reasonable time; or
- b) pay for all or any part of the damaged, destroyed or stolen property as described in Condition 5 "How We Pay For a Loss."

Within 60 days after we receive your signed, sworn proof of loss we will notify you of the option or options we intend to exercise

5. How We Pay For A Loss

Under Coverage A — Dwelling Protection, Coverage B — Other Structures Protection and Coverage C — Personal Property Protection, payment for covered loss will be by one or more of the following methods.

- a) Special Payment. At our option, we may make payment for a covered loss before you repair, rebuild or replace the damaged, destroyed or stolen property if:
 - 1) the whole amount of loss for property covered under Coverage A — Dwelling Protection and Coverage B — Other Structures Protection, without deduction for depreciation, is less than \$2,500 and if the property is not excluded from the Building Structure Reimbursement Cost provision, or;
 - 2) the whole amount of loss for property covered under Coverage C —

Personal Property Protection without deduction for depreciation, is less than \$2,500 and if your Policy Declarations shows that the Personal Property Reimbursement provision applies, and the property is not excluded from the Personal Property Reimbursement provision.

- b) **Actual Cash Value.** If you do not repair or replace the damaged, destroyed or stolen property, payment will be on an actual cash value basis. This means there may be a deduction for depreciation. Payment will not exceed the limit of liability shown on the Policy Declarations for the coverage that applies to the damaged, destroyed or stolen property, regardless of the number of items involved in the loss.

You may make claim for additional payment as described in paragraph c and paragraph d if you repair or replace the damaged, destroyed or stolen covered property within 180 days of the actual cash value payment.

- c) **Building Structure Reimbursement.** Under Coverage A — Dwelling Protection and Coverage B — Other Structures Protection, we will make additional payment to reimburse you for cost in excess of actual cash value if you repair, rebuild or replace damaged, destroyed or stolen covered property within 180 days of the actual cash value payment. This additional payment includes the reasonable and necessary expense for treatment or removal and disposal of contaminants, toxins or

pollutants as required to complete repair or replacement of that part of a building structure damaged by a covered loss.

Building Structure Reimbursement will not exceed the smallest of the following amounts:

- 1) the replacement cost of the part(s) of the building structure(s) for equivalent construction for similar use on the same premises. This means the cost, at the time of loss, to repair or replace the damaged property with new materials of like kind and quality, without deduction for depreciation.
- 2) the amount actually and necessarily spent to repair or replace the damaged building structure(s) with equivalent construction for similar use on the same premises. This means the cost, at the time of loss, to repair or replace the damaged property with new materials of like kind and quality, without deduction for depreciation; or
- 3) the limit of liability applicable to the building structure as shown on the Policy Declarations for Coverage A — Dwelling Protection or Coverage B — Other Structures Protection, regardless of the number of building structures and structures other than building structures involved in the loss.

If you replace the damaged building structure(s) at an address other than shown on the Policy Declarations through construction of a new structure or purchase of an existing structure, such replacement will not increase the amount

payable under Building Structure Reimbursement described above. The amount payable under Building Structures Reimbursement described above does not include the value of any land associated with the replacement structure(s).

Building Structure Reimbursement payment will be limited to the difference between any actual cash value payment made for the covered loss to building structures and the smallest of 1), 2) or 3) above.

Building Structure Reimbursement will not apply to:

- 1) property covered under Coverage C — Personal Property Protection;
- 2) property covered under Coverage B — Other Structures Protection that is not a building structure;
- 3) wall-to-wall carpeting, fences, awnings and outdoor antennas whether or not fastened to a building structure; or
- 4) land.

Payment under a, b, c above will not include any increased cost due to the enforcement of building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair, relocation or demolition of building structures or other structures except as provided under Section I, Additional Protection 10, — Building Codes.

- d) Personal Property Reimbursement. Under Coverage C — Personal Property Protection, we will make

additional payment to reimburse you for cost in excess of actual cash value if you repair, rebuild or replace damaged, destroyed or stolen covered personal property or wall-to-wall carpeting within 180 days of the actual cash value payment.

Personal Property Reimbursement payment will not exceed the smallest of the following amounts:

- 1) the amount actually and necessarily spent to repair or replace the property with similar property of like kind and quality. This means the cost, at time of loss, of a new article identical, or similar to the one damaged, destroyed or stolen and which is of comparable quality and usefulness, without deduction for depreciation.
- 2) the cost of repair or restoration, without deduction for depreciation.
- 3) the limit of liability shown on the Policy Declarations for Coverage C — Personal Property Protection, or any special limit of liability described in the policy, regardless of the number of items of personal property involved in the loss.

Personal Property Reimbursement will be limited to the difference between any actual cash value payment made for the covered loss to personal property and the smallest of 1), 2), or 3) above.

Personal Property Reimbursement will not apply to:

- 1) property insured under Coverage A — Dwelling Protection and Coverage B — Other Structures Protection, except wall-to-wall carpeting.

- 2) antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced.
- 3) articles whose age or history contribute substantially to their value. This includes but is not limited to memorabilia, souvenirs and collector's items.
- 4) property that was obsolete or unusable for the originally intended purpose because of age or condition prior to the loss.

6. Our Settlement Of Loss

We will settle any covered loss with you unless another payee is named in the policy. We will settle within 60 days after the amount of loss is finally determined. This amount may be determined by an agreement between you and us, an appraisal award, or a court judgment.

7. Appraisal

If you and we fail to agree on the amount of loss, either party may make written demand for an appraisal. Upon such demand each party must select a competent and impartial appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the residence premises is located to select an umpire.

The appraisers shall then determine the amount of loss, stating separately the actual cash value and the amount of loss to each item. If the appraisers submit a written report of an agreement to you and to us, the amount

agreed upon shall be the amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award agreed upon by any two will determine the amount of loss.

Each party will pay the appraiser it chooses, and equally bear expenses for the umpire and all other appraisal expenses.

8. Abandoned Property

We are not obligated to accept any property or responsibility for any property abandoned by an insured person.

9. Permission Granted To You

- a) The residence premises may be vacant or unoccupied for any length of time, except where a time limit is indicated in this policy for specific perils. A building structure under construction is not considered vacant.
- b) You may make alterations, additions or repairs, and you may complete structures under construction.

10. Our Right to Recover Payment

When we pay for any loss, an insured person's right to recover from anyone else becomes ours up to the amount we have paid. An insured person must protect these rights and help us enforce them. You may waive your rights to recover against another person for loss involving the property covered by this policy. This waiver must be in writing prior to the date of loss.

11. Our Rights to Obtain Salvage

We have the option to take all or any part of the damaged or destroyed covered property

upon replacement by us or payment of the agreed or appraised value.

We will notify you of our intent to exercise this option within 90 days after we receive your signed sworn proof of loss.

When we settle any loss caused by theft or disappearance we have the right to obtain all or part of any property which may be recovered. An insured person must protect this right and inform us of any property recovered. We will inform you of our intent to exercise this right within 10 days of your notice of recovery to us.

12. Suit Against Us

No suit or action may be brought against us unless there has been full compliance with all policy terms. Any suit or action must be brought within one year after the inception of loss or damage.

13. Loss to a Pair or Set

If there is a covered loss to a pair or set, we may:

- repair or replace any part of the pair or set to restore it to its actual cash value before the loss; or
- pay the difference between the actual cash value of the pair or set before and after the loss.

14. Glass Replacement

Payment for loss to covered glass includes the cost of using safety glazing materials when required by law.

15. No Benefit to Bailee

This insurance will not benefit any person or organization who may be caring for or handling your property for a fee.

16. Other Insurance

If both this insurance and other insurance apply to a loss, we will pay the proportionate amount that this insurance bears to the total amount of all applicable insurance. However, in the event of a loss by theft, this insurance shall be excess over any other insurance that covers loss by theft.

17. Property Insurance Adjustment

When the Policy Declarations indicate that the Property Insurance Adjustment Condition applies:

The limit of liability shown on the Policy Declarations for Coverage A — Dwelling Protection will be revised at each policy anniversary to reflect the rate of change in the Index identified on the Policy Declarations.

The limit of liability for Coverage A — Dwelling Protection for the succeeding premium period will be determined by changing the existing limit in proportion to the change in the Index between the time the existing limit was established and the time the change is made. The resulting amount will be rounded to the nearest \$1,000.

Adjustment in the limit of liability for Coverage A — Dwelling Protection will result in an adjustment in the limit of liability for Coverage B — Other Structures Protection and Coverage C — Personal Property Protection in accordance with the Allstate manual of Rules and Rates.

We will not reduce the limit of liability shown on the Policy Declaration without your consent.

Any adjustment in premium resulting from the application of this condition will be made based on premium rates in use by Allstate at the time a change in limits is made.

Allstate has the right to change to another cost index or to withdraw this condition as of a policy anniversary date by giving you at least 30 days notice. This applies only if the change or withdrawal applies to all similar policies issued by Allstate in your state.

18. Mortgagees

A covered loss will be payable to the mortgagee's named on the Policy Declaration, to the extent of their interest and in the order of precedence. All provisions of Section 1 of this policy apply to these mortgagees.

We will:

- a) protect the mortgagee's interest in a covered building structure in the event of an increase in hazard, intentional or criminal acts of, or directed by, an insured person, failure by any insured person to take all reasonable steps to save and preserve property after a loss, a change in ownership, or foreclosure if the mortgagee has no knowledge of these conditions;
- b) give the mortgagee at least 10 days notice if we cancel this policy.

The mortgagee will:

- a) furnish proof of loss within 60 days after notice of the loss if an insured person fails to do so.
- b) pay upon demand any premium due if an insured person fails to do so.

- c) notify us in writing of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge.
- d) give us the mortgagee's right of recovery against any party liable for loss.
- e) after a loss, and at our option, permit us to satisfy the mortgage requirements and receive full transfer of the mortgage.

This mortgage interest provision shall apply to any trustee or loss payee or other secured party.

Section II — Family Liability and Guest
Medical Protection

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Coverage X
Family Liability Protection

Losses We Cover Under Coverage X:

Subject to the terms, conditions and limitations of this policy, Allstate will pay damages which an insured person becomes legally obligated to pay because of bodily injury or property damage arising from an occurrence to which this policy applies, and covered by this part of the policy.

We may investigate or settle any claim or suit for covered damages against an insured person. If an insured person is sued for these damages, we will provide a defense with counsel of our choice, even if the allegations are groundless, false or fraudulent. We are not obligated to pay any claim or judgment after we have exhausted our limit of liability.

Losses We Do Not Cover Under Coverage X:

We do not cover any bodily injury or property damage intended by, or which may reasonably be expected to result from the intentional or criminal acts or omissions of, any insured person. This exclusion applies even if:

- a) such bodily injury or property damage is of a different kind or degree than that intended or reasonably expected; or
- b) such bodily injury or property damage is sustained by a different person than that intended or reasonably expected.

We do not cover bodily injury to an insured person or property damage to property owned by an insured person whenever any benefit of this coverage would accrue directly or indirectly to an insured person.

3. We do not cover bodily injury to any person eligible to receive benefits required to be provided or voluntarily provided by an insured person under any workers' compensation, non-occupational disability or occupational disease law.
4. We do not cover bodily injury or property damage arising out of the ownership, maintenance, use, occupancy, renting, leasing, entrusting, loading or unloading of aircraft.
5. We do not cover bodily injury or property damage arising out of the ownership, maintenance, use, occupancy, renting, leasing, entrusting, loading or unloading of any motor vehicle or trailer. However, this exclusion does not apply to:
 - a) a motor vehicle in dead storage or used exclusively on an insured premises;
 - b) any motor vehicle designed principally for recreational use off public roads, unless that vehicle is owned by an insured person and is being used away from an insured premises;
 - c) a motorized wheel chair;
 - d) a vehicle used to service an insured premises which is not designed for use on public roads and not subject to motor vehicle registration;
 - e) a golf cart owned by an insured person when used for golfing purposes;
 - f) a trailer of the boat, camper, home or utility type unless it is being towed or carried by a motorized land vehicle;
 - g) lawn and garden implements under 20 horsepower;
 - h) bodily injury to a residence employee.

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6. We do not cover bodily injury or property damage arising out of the ownership, maintenance, use, occupancy, renting, loading, entrusting, loading or unloading of watercraft away from an insured premises if the watercraft:

- a) has inboard or inboard-outboard motor power of more than 50 horsepower;
- b) is a sailing vessel 26 feet or more in length;
- c) is powered by one or more outboard motors with more than 25 total horsepower;
- d) is designated as an airboat, air cushion, or similar type of watercraft; or
- e) is a personal watercraft, meaning a craft propelled by a water jet pump engine and designed to be operated by a person or persons sitting, standing or kneeling on the craft.

This exclusion does not apply to bodily injury to a residence employee.

7. We do not cover bodily injury or property damage arising out of:

- a) the negligent supervision by an insured person of any person; or
- b) any liability statutorily imposed on any insured person

arising from the ownership, maintenance, use, occupancy, renting, loading, entrusting, loading or unloading of any aircraft, watercraft, motor vehicle or trailer which is not covered under Section II of this policy.

8. We do not cover any bodily injury which results in any manner from the discharge, dispersal, release or escape of vapors, fumes,

acids, toxic chemicals, toxic gases, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.

We do cover bodily injury which results from such discharge if the discharge is sudden and accidental.

9. We do not cover any property damage caused by or resulting in any manner from vapors, fumes, acids, toxic chemicals, toxic gases, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.

10. We do not cover any bodily injury or property damage arising out of any liability statutorily imposed upon any insured person in any manner, caused by or resulting in any manner from vapors, fumes, acids, toxic chemicals, toxic gases, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.

11. We do not cover bodily injury or property damage arising out of the rendering of, or failure to render, professional services by an insured person.

12. We do not cover bodily injury or property damage arising out of the past or present business activities of an insured person.

We do cover the occasional or part-time business activities of an insured person who is a student under 21 years of age.

13. We do not cover bodily injury or property damage arising out of any premises, other than an insured premises, owned, rented or

controlled by an insured person. This exclusion does not apply to bodily injury to a residence employee.

14. We do not cover property damage to property rented to, occupied or used by, or in the care of, an insured person. This exclusion does not apply if the property damage is caused by fire, explosion or smoke.
15. We do not cover any liability an insured person assumes arising under any contract or agreement.
16. We do not cover bodily injury or property damage caused by war or warlike acts, including insurrection, rebellion or revolution.

Coverage Y **Guest Medical Protection**

Losses We Cover Under Coverage Y:
Allstate will pay the reasonable expenses incurred for necessary medical, surgical, x-ray and dental services; ambulance, hospital, licensed nursing and funeral services; and prosthetic devices, eye glasses, hearing aids, and pharmaceuticals. These expenses must be incurred and the services performed within three years from the date of an occurrence causing bodily injury to which this policy applies, and is covered by this part of the policy.

Each person who sustains bodily injury is entitled to this protection when that person is:

1. On the insured premises with the permission of an insured person; or
2. Off the insured premises, if the bodily injury:

- a) arises out of a condition on the insured premises or immediately adjoining ways;
- b) is caused by the activities of an insured person or a residence employee;
- c) is caused by an animal owned by or in the care of an insured person;
- d) is sustained by a residence employee.

Losses We Do Not Cover Under Coverage Y:

1. We do not cover any bodily injury intended by, or which may reasonably be expected to result from the intentional or criminal acts or omissions of, any insured person. This exclusion applies even if:
 - a) such bodily injury is of a different kind or degree than that intended or reasonably expected; or
 - b) such bodily injury is sustained by a different person than that intended or reasonably expected.
2. We do not cover bodily injury to any insured person or regular resident of the insured premises. However, this exclusion does not apply to a residence employee.
3. We do not cover bodily injury to any person eligible to receive any benefits voluntarily provided, or required to be provided, under any workers' compensation, non-occupational disability or occupational disease law.
4. We do not cover bodily injury arising out of the ownership, maintenance, use, occupancy, renting, leasing, entrusting, loading or unloading of aircraft.
5. We do not cover bodily injury arising out of the ownership, maintenance, use, occupancy, renting, leasing, entrusting, loading or

unloading of any motor vehicle or trailer. However, this exclusion does not apply to:

- a) a motor vehicle in dead storage or used exclusively on an insured premises;
 - b) any motor vehicle designed principally for recreational use off public roads, unless that vehicle is owned by an insured person and is being used away from an insured premises;
 - c) a motorized wheel chair;
 - d) a vehicle used to service an insured premises which is not designed for use on public roads and not subject to motor vehicle registration;
 - e) a golf cart owned by an insured person when used for golfing purposes;
 - f) a trailer of the boat, camper, home or utility type unless it is being towed or carried by a motorized land vehicle;
 - g) lawn or garden implements under 20 horsepower;
 - h) bodily injury to a residence employee.
8. We do not cover bodily injury arising out of the ownership, maintenance, use, occupancy, renting, leasing, entrusting, loading or unloading of watercraft away from an insured premises if the watercraft:
- a) has inboard or inboard-outboard motor power of more than 50 horsepower;
 - b) is a sailing vessel 26 feet or more in length;
 - c) is powered by one or more outboard motors with more than 25 total horsepower;
 - d) is designated as an sloop, air cushion, or similar type of watercraft; or
 - e) is a personal watercraft, meaning a craft propelled by a water jet pump engine and designed to be operated by a person or

persons sitting, standing or kneeling on the craft.

This exclusion does not apply to bodily injury to a resident employee.

7. We do not cover bodily injury arising out of:
- a) the negligent supervision by any insured person of any person; or
 - b) any liability statutorily imposed on any insured person arising from the ownership, maintenance, use, occupancy, renting, leasing, entrusting, loading or unloading of any aircraft, watercraft, motorized land vehicle or trailer which is not covered under Section II of this policy.

8. We do not cover any bodily injury which results in any manner from the discharge, dispersal, release or escape of vapors, fumes, acids, toxic chemicals, toxic gases, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.

We do cover bodily injury which results from such discharge if the discharge is sudden and accidental.

9. We do not cover bodily injury arising out of the rendering of, or failure to render professional services by, an insured person.
10. We do not cover bodily injury arising out of the past or present business activities of an insured person.

We do cover the occasional or part-time business activities of an insured person who is a student under 21 years of age.

1. We do not cover bodily injury to any person on the insured premises because of a business activity or professional service conducted there.
2. We do not cover bodily injury arising out of any premises, other than an insured premises, owned, rented or controlled by an insured person. This exclusion does not apply to bodily injury to a residence employee.
3. We do not cover bodily injury caused by war or warlike acts, including insurrection, rebellion, or revolution.

We will pay, in addition to the limits of liability:

I. Claim Expense

We will pay:

- a) all costs we incur in the settlement of any claim or the defense of any suit against an insured person;
- b) interest accruing on damages awarded until such time as we have paid, formally offered, or deposited in court the amount for which we are liable under this policy; interest will be paid only on damages which do not exceed our limits of liability;
- c) premiums on bonds required in any suit we defend; we will not pay bond premiums in an amount that is more than our limit of liability; we have no obligation to apply for or furnish bonds;
- d) up to \$250 per day for loss of wages and salary, when we ask you to attend trials and hearings;
- e) any other reasonable expenses incurred by an insured person at our request.

2. Emergency First Aid

We will pay reasonable expenses incurred by an insured person for first aid to other persons at time of an accident involving bodily injury covered under this policy.

3. Damage to Property of Others

At your request, we will pay up to \$1000 each time an insured person causes property damage to someone else's property. At our option, we will pay the cost to either repair or replace the property damaged by an insured person, without deduction for depreciation.

We will not pay for property damage:

- a) to property covered under Section I of this policy;

- b) to property intentionally damaged by an insured person who has attained the age of 18;
- c) to property owned by or rented to an insured person, any tenant of an insured person, or any resident in your household; or
- d) arising out of:
 - 1) past or present business activities;
 - 2) any act or omission in connection with a premises, other than an insured premises, owned, rented or controlled by an insured person; or
 - 3) the ownership or use of a motorized land vehicle, trailer, aircraft or watercraft.

1. What You Must Do After an Accidental Loss

In the event of bodily injury or property damage, you must do the following:

- a) Promptly notify us or our agent stating:
 - 1) your name and policy number;
 - 2) the date, the place and the circumstances of the loss;
 - 3) the name and address of anyone who might have a claim against an insured person;
 - 4) the names and addresses of any witnesses.
- b) Promptly send us any legal papers relating to the accident.
- c) At our request, an insured person will:
 - 1) cooperate with us and assist us in any matter concerning a claim or suit;
 - 2) help us enforce any right of recovery against any person or organization who may be liable to an insured person;
 - 3) attend any hearing or trial.
- d) Under the Damage to Property of Others protection, give us a sworn statement of the loss. This must be made within 60 days after the date of loss. Also, an insured person must be prepared to show us any damaged property under that person's control.

Any insured person will not voluntarily pay any money, assume any obligations or incur any expense, other than for first aid to others at the time of the loss as provided for in this policy.

2. What an Injured Person Must Do --

Coverage Y — Guest Medical Protection

If someone is injured, that person, or someone

acting for that person, must do the following:

- a) Promptly give us written proof of the loss. If we request, this must be done under oath.
- b) Give us written authorization to obtain copies of all medical records and reports.
- c) Permit doctors we select to examine the injured person as often as we may reasonably require.

Our Payment of Loss — Coverage Y — Guest Medical Protection

We may pay the injured person or the provider of the medical services. Payment under this coverage is not an admission of liability by us or an insured person.

Our Limits of Liability

Regardless of the number of insured persons, injured persons, claims, claimants or policies involved, our total liability under the Coverage X — Family Liability Protection for damages resulting from one occurrence will not exceed the limit shown on the Policy Declarations. All bodily injury and property damage resulting from continuous or repeated exposure to the same general conditions is considered the result of one occurrence.

Our total liability under Coverage Y — Guest Medical Protection for all medical expenses payable for bodily injury, to any one person, shall not exceed the "each person" limit shown on the Policy Declarations.

Bankruptcy

We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of an insured person.

6. Our Rights to Recover Payment — Coverage X — Family Liability Protection

When we pay any loss, an insured person's right to recover from anyone else becomes ours up to the amount we have paid. An insured person must protect these rights and help us enforce them.

7. Suit Against Us

- a) No suit or action can be brought against us unless there has been full compliance with all the terms of this policy.
- b) No suit or action can be brought against us under Coverage X — Family Liability Protection until the obligation of an insured person to pay is finally determined either by judgment against the insured person after actual trial, or by written agreement of the insured person, injured person, and us.
- c) No one shall have any right to make us a party to a suit to determine the liability of an insured person.

8. Other Insurance — Coverage X — Family Liability Protection

This insurance is excess over any other valid and collectible insurance except insurance that is written specifically as excess over the limits of liability that apply to this policy.

PLTF 008331

Section III — Optional Protection

Optional Coverages You May Buy

The following Optional Coverages may supplement coverages found in Section I or Section II and apply only when they are indicated on the Policy Declarations. The provisions of this policy apply to each Optional Coverage in this section unless modified by the terms of the specific Optional Coverage.

1. Coverage BP

Increased Coverage on Business Property

The \$2,000 limitation on business property located on the residence premises, under Coverage C — Personal Property Protection, is increased to the amount shown on the Policy Declarations. This increased coverage includes property held as samples or for sale or delivery after sale, while the property is on the residence premises.

2. Coverage DP

Increased Coverage on Electronic Data Processing Equipment

The \$5,000 limitation on electronic data processing equipment under Coverage C — Personal Property Protection, and the recording or storage media used with that equipment, is increased to the amount shown on the Policy Declarations.

3. Coverage F

Fire Department Charges

The \$500 limit applying to the fire department service charges under Additional Protection is increased to the amount shown on the Policy Declarations.

4. Coverage G

Loss Assessments

If your residence premises includes a building structure which is constructed in common with one or more similar buildings, and you are a member of, and subject to the rules of, an association governing the areas held in common by all building owners as members of the association, the insured premises means the building structure occupied exclusively by your household as a private residence, including the grounds, related structures and private approaches to them.

We will pay your share of any special assessments charged against all building owners by the association up to the limit of liability shown on the Policy Declarations, when the assessment is made as a result of:

- sudden and accidental direct physical loss to the property held in common by all building owners caused by a loss we cover under Section I of this policy; or
- bodily injury or property damage covered under Section II of this policy.

Any reduction or elimination of payments for losses because of any deductible applying to the insurance coverage of the association of building owners collectively is not covered under this protection.

Allstate will pay only when the assessment levied against the insured person, as a result of any one loss, for bodily injury or property damage exceeds \$260 and then only for the amount of such excess. This coverage is not subject to any deductible applying to Section I of this policy.

In the event of an assessment, this coverage is subject to all the exclusions applicable to Sections I and II of this policy and the Sections I and II Conditions, except as otherwise noted.

This coverage is excess over any insurance collectible under any policy or policies covering the association of building owners.

5. Coverage J

Extended Coverage on Jewelry, Watches and Furs

Coverage C — Personal Property Protection is extended to pay for sudden and accidental direct physical loss to the following property, subject to the provisions in this coverage:

- a) jewelry, watches, gems, precious and semi-precious stones, gold, platinum; and
- b) furs, including any item containing fur which represents its principal value.

The total amount of coverage and per item limit is shown on the Policy Declarations. This amount is not in addition to the amount of insurance applying to Coverage C — Personal Property Protection. However, in no event will coverage be less than would have applied in the absence of Coverage J.

We do not cover loss caused by or resulting in any manner from:

- a) Intentional or criminal acts of or at the direction of any insured person, if the loss that occurs:
 - 1) may be reasonably expected to result from such acts; or
 - 2) is the intended result of such acts.
- b) Wear and tear, gradual deterioration,

- inherent vice, insects or vermin;
- c) nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination or any consequence of any of these. Loss caused by nuclear action is not considered a loss by fire, explosion or smoke.

We do cover direct physical loss by fire resulting from nuclear action.

- d) War or warlike acts, including insurrection, rebellion or revolution.
- e) Failure by any insured person to take all reasonable steps to preserve property during and after a loss or when the property is endangered by a cause of loss we cover; or

Any deductible shown on the Policy Declarations applicable to Coverage C — Personal Property Protection, also applies to a loss under this coverage.

8. Coverage K

Incidental Office, Private School or Studio

- a) The \$2000 limit applying to property used or intended for use in a business under Coverage C — Personal Property Protection does not apply to equipment, supplies and furnishings used in a described office, private school or studio at your residence premises. This does not include electronic data processing equipment or the recording or storage media used with that equipment.

The Coverage K limits are shown on the Policy Declarations. The first limit applies to property on the residence premises. The

second limit applies to property while away from the residence premises. These limits are in addition to the Coverage C — Personal Property Protection, Limitations On Certain Personal Property on property used or intended for use in a business. The increased coverage does not include property held for sample, sale or delivery after sale.

- b) Coverage X — Family Liability Protection and Coverage Y — Guest Medical Protection are extended to cover a described office, private school or studio occupied by an insured person. The occupancy of the described property shall not be considered a business.

We do not cover bodily injury to:

- a) any employee other than a residence employee, or
- b) any person arising out of corporal punishment administered by or at the direction of an insured person.

7. Coverage M
Increased Coverage on Money
The \$200 limitation on money, bullion, bank notes, coins and other numismatic property under Coverage C — Personal Property Protection is increased to the amount shown on the Policy Declarations.

8. Coverage P
Business Pursuits
Coverage X — Family Liability Protection and Coverage Y — Guest Medical Protection are extended to cover specified business pursuits of an insured person.

We do not cover:

- a) bodily injury or property damage arising out of the business pursuits of an insured person when the business is owned or financially controlled by the insured person.

This also means a partnership or joint venture of which an insured person is a partner or member;

- b) bodily injury or property damage arising out of the rendering or failure to render a professional service of any nature, other than teaching;
- c) bodily injury to a fellow employee of an insured person arising out of and in the course of employment;
- d) bodily injury or property damage when an insured person is a member of a teaching staff or faculty of any school or college and the bodily injury or property damage arises out of the maintenance or use of saddle animals, vehicles used with saddle animals, motorized land vehicles, aircraft or watercraft when owned, hired or operated by an insured person or used for the purpose of instruction;
- e) bodily injury to any person arising out of corporal punishment administered by or at the direction of an insured person when an insured person is a member of the teaching staff or faculty of any school of instruction.

9. Coverage H
Increased Coverage on Securities
The \$1,000 limitation on accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports,

stamps, including
 art, covered under Coverage
 Property Protection, is
 amount shown on the Policy

Antennas

- Dwelling Protection,
 - Other Structures
 d Coverage C — Personal
 lection are extended to pay for
 identical physical loss to
 antennas and their systems
 revisions in this coverage.

Mobile Communication

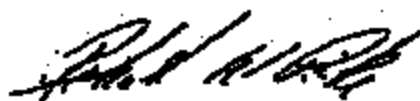
Personal Property
 extended to portable cellular
 systems in or upon a
 vehicle or watercraft. This
 is only to portable systems that
 by electricity from a motorized
 craft. Coverage applies
 to portable cellular
 system is used in a business.

coverage is shown on the Policy

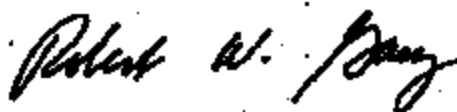
Coverage on Theft of

ation on theft of silverware,
 goldware under Coverage C
 Property Protection is
 amount shown on the Policy

IN WITNESS WHEREOF, Allstate has caused this policy to be signed by its Secretary and its President at Northbrook, Illinois, and if required by state law, this policy shall not be binding unless countersigned on the declarations page by an authorized agent of Allstate.



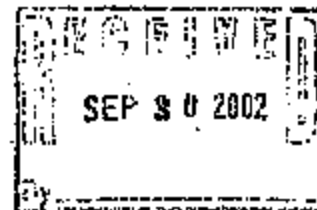
Secretary



President,
Allstate Personal and Commercial Lines

**Plaintiffs' Disclosure of
Expert Witnesses**

THE HONORABLE ROBERT S. LASNIK



UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ALLSTATE INSURANCE COMPANY, an
Illinois corporation, and NORTHLAND
INSURANCE COMPANY, a Minnesota
corporation,

Plaintiffs,

v.

FORD MOTOR COMPANY, a Delaware
corporation, and TEXAS INSTRUMENTS, INC.,
a Delaware corporation,

Defendants.

CAUSE NO: C01-1416L

PLAINTIFFS' DISCLOSURE OF
EXPERT WITNESSES

Pursuant to the Court's Scheduling Order and agreement of counsel, plaintiffs disclose
the following expert witnesses who may be called to testify at trial:

1. Alan Topinka
Schaefer Engineering Corporation
14712 Bothell Way NE, Suite 2A
Seattle, WA 98155
(206) 361-5579

Alan Topinka is a consulting engineer and fire cause and origin investigator. Topinka

PLAINTIFFS' DISCLOSURE OF EXPERT WITNESSES-1

LAW OFFICES OF
DOUGLAS D. OGDEN
A PROFESSIONAL CORPORATION
SUITE 2200
WASHINGTON METRO TOWER
1201 THIRD AVENUE
SEATTLE, WASHINGTON 98101-3000
PHONE 340-1200

EW02-025-R 0297

1 was retained by the plaintiffs to determine the origin and cause of the January 20, 2001 fire at the
2 [REDACTED] residence in Federal Way, Washington. Topinka's opinions developed during his
3 investigation are set forth in his written report, a copy of which is attached as Exhibit 1. Topinka
4 will testify consistent with the opinions expressed in his written report. The data and other
5 information considered by Topinka in reaching his opinions are also set forth in his report.

6 Topinka may use photographs of the fire scene, photographs and x-rays of the evidence
7 retained from the fire scene, the actual evidence retained from the fire scene, drawings depicting
8 how the speed control deactivation switch operates, photographs and x-rays of other fires caused
9 by speed control deactivation switches, videotapes and photographs of testing of speed control
10 deactivation switches, an exemplar speed control deactivation switch, and documents produced
11 by the parties as evidence at trial. A summary of Topinka's qualifications as an expert witness is
12 attached as Exhibit 1. Topinka has not published any articles within the preceding ten years and
13 charges \$175.00 per hour for investigation, consulting and deposition and trial testimony.

14 2. Richard Clarke
15 Clarke Automotive Consultants
16 3955 Highway 53
Hoschton, GA 30548
(706) 654-4830

17 Richard Clarke is a consulting engineer and automotive expert. Clarke was retained by
18 the plaintiffs to confirm the origin and cause of the fire, determine the role of the speed control
19 deactivation switch in causing the fire, and explain how the speed control deactivation switch
20 causes fires. Clarke's opinions developed during his investigation are set forth in his written
21 report, a copy of which is attached as Exhibit 2. Clarke will testify consistent with the opinions
22 expressed in his written report. The data and other information considered by Clarke in forming
23 his opinions are also set forth in his report.

24 Clarke may use photographs of the fire scene, photographs and x-rays of the evidence
25 retained from the fire scene, actual evidence retained from the fire scene, an exemplar speed
26 control deactivation switch, drawings depicting how the speed control deactivation switch

operates, photographs and x-rays of other fires caused by speed control deactivation switches, videotapes and photographs of testing of speed control deactivation switches, and documents produced by the parties as evidence at trial. A summary of Clarke's qualifications along with his publications is attached as Exhibit 2. Clarke charges \$125.00 per hour for investigation, consulting, and deposition and trial testimony in automobile fire cases.

3. Francesca Mocerì
Allstate Insurance Company
18911 North Creek Parkway
Bothell, WA 98011
(800) 497-7927

Francesca Mocerì is an employee of Allstate Insurance Company. Mocerì will testify regarding the adjustment of the contents portion of the [REDACTED] damage claim presented to Allstate following the fire. Mocerì will testify that payments by Allstate fairly and accurately represent the value of verifiable contents in the [REDACTED] home. Mocerì was not retained or specially employed to provide expert testimony in this case and her duties as an Allstate employee do not regularly involve giving expert testimony.

Mocerì may use photographs of the fire scene and documents produced by the parties as evidence at trial. Mocerì is not being compensated for her time as an expert witness.

4. Jon Harms
Allstate Insurance Company
18911 North Creek Parkway
Bothell, WA 98011
(800) 497-7927

Jon Harms is an employee of Allstate Insurance Company. Harms will testify regarding the adjustment of the structure portion of the [REDACTED] damage claim presented to Allstate following the fire. Harms will testify that payments by Allstate fairly and accurately represent the cost to repair the [REDACTED] home following the fire. Harms was not retained or specially employed to provide expert testimony in this case and his duties as an Allstate employee do not regularly involve giving expert testimony.

PLAINTIFFS' DISCLOSURE OF EXPERT WITNESSES-3

LAW OFFICES OF
DOZEN O'CONNOR
A PROFESSIONAL CORPORATION
SUITE 2000
WASHINGTON METAL WORKS
1801 THIRD AVENUE
SEATTLE, WASHINGTON 98101-3000
(206) 446-1000

EW02-025-A 5200

1 Harms may use photographs of the fire scene and documents produced by the parties as
2 evidence at trial. Harms is not being compensated for his time as an expert witness.

3 5. Charles Upchurch
4 Allstate Insurance Company
5 18911 North Creek Parkway, #107
6 Bothell, WA 98011
7 (800) 743-3955

8 Charles Upchurch is an employee of Allstate Insurance Company. Upchurch will testify
9 regarding the adjustment of the additional living expense portion of the [REDACTED] damage
10 claim presented to Allstate following the fire. Upchurch will testify that payments made by
11 Allstate fairly and accurately represent the extra expenses incurred by the [REDACTED] as a result
12 of the fire. Upchurch was not retained or specially employed to provide expert testimony in this
13 case and his duties as an Allstate employee do not regularly involve giving expert testimony.

14 Upchurch may use photographs of the fire scene and documents produced by the parties
15 as evidence at trial. Upchurch is not being compensated for his time as an expert witness.

16 6. Patrick Pearson
17 Allstate Insurance Company
18 18911 North Creek Parkway, #107
19 Bothell, WA 98011
20 (800) 743-3955

21 Patrick Pearson is an employee of Allstate Insurance Company. Pearson will testify that
22 payments made by Allstate fairly and accurately represent the value of the Chevrolet Camaro
23 destroyed in the fire. Pearson was not retained or specially employed to provide expert
24 testimony in this case and his duties as an Allstate employee do not regularly involve giving
25 expert testimony.

26 Pearson may use photographs of the fire scene and documents produced by the parties as
evidence at trial. Pearson is not being compensated for his time as an expert witness.

1 7. Fire Chief Mike Knorr
2 Bryan S. Peterson
3 Federal Way Fire Department
4 31617 1st Avenue South
5 Federal Way, WA 98003
6 (253) 839-6234

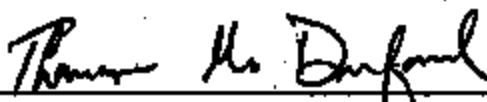
7 Fire Chief Knorr or Inspector Peterson may testify regarding the public agencies'
8 investigation into the origin and cause of the fire. Knorr and Peterson were not retained or
9 specially employed to provide expert testimony in this case.

10 8. Mike Kaster
11 Cascade Claims Service
12 17831 - 252nd Avenue SE
13 Maple Valley, WA 98011
14 (425) 432-6129

15 Mike Kaster is an independent adjuster. Kaster will testify regarding the value of the
16 Lincoln Town Car destroyed in the fire. Kaster's opinions on the value of the Lincoln Town Car
17 are set forth in the Northland Insurance Claim file. Kaster was not specially retained to provide
18 expert testimony in this case, however, Kaster will charge \$65.00 hour to testify at deposition
19 and at trial.

20 Respectfully submitted this 30th day of September, 2002.

21 COZEN O'CONNOR

22 
23 Thomas M. Dunford, WSBA No. 8017
24 Attorney for Plaintiffs
25 Allstate and Northland
26

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing document was duly served upon the following parties at their last known addresses via legal messenger, on September 30, 2002.

Ray Weber
Mills Meyers Swartling
1000 Second Avenue, 30th Floor
Seattle, WA 98104-1064

Attorneys for Defendant
Ford Motor Co.

Edgar Sargent
Susman Godfrey L.L.P.
1201 Third Avenue, Suite 3100
Seattle, WA 98101-3000

Attorney for Defendant
Texas Instruments


Antesha Esteves

SEATTLE\367448\1 110901.000

RESIDENCE FIRE INVESTIGATION

For

**Cozen and O'Connor
Your File Number 110901**

by

Alan C. Topinka, P.E., C.F.E.I., P.I.

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I ASSIGNMENT

Schaefer Engineering Corporation (Schaefer Engineering) was requested to investigate a fire that occurred at the [redacted] residence located at [redacted] in Federal Way, Washington. Specifically, Schaefer Engineering was asked to determine the cause of the fire.

In the course of this investigation, Schaefer Engineering performed the following:

- a. Visually examined and photographed the interior and exterior of the residence and the vehicles in the garage area. Photographs taken during the course of this investigation are appended to this report. Photographs will be referred to by the Frame count (Fc) number located in the lower, right corner of the photograph.
- b. Documented the condition of the Lincoln Town Car (Town Car) vehicle that was in the garage at the time of the fire. The Town Car was removed and transported to the Schaefer Engineering laboratory after documentation.
- c. Documented the location of selected evidence for further examination. Selected evidence was removed and transported to the Schaefer Engineering laboratory after documentation. The selected evidence included but was not limited to the following:
 - i. The residence furnace and portions of the flue piping.
 - ii. The residence water heater and portions of the flue piping.
 - iii. Debris and vehicle components found on the garage floor found underneath and near the Town Car.
 - iv. Light circuits, receptacles and electrical conductors removed from the garage.
- d. Visually and/or microscopically examined the evidence removed from the scene.
- e. Examined the engine and passenger compartments of the Town Car.
- f. Marked, photographed and removed selected components and electrical conductors from the vehicle for further detailed and microscopic examination. The removed evidence included portions of the vehicle Speed Control Deactivation Switch (SCDS).
- g. Participated in several examinations of the removed evidence and Town Car vehicle with representatives of Ford Motor Company (Ford) and Texas Instruments (TI).
- h. Radiographed the remains of the SCDS.
- i. Consulted with and conducted a vehicle and SCDS examination with Mr. Richard A. Clarke of Clark Automotive Consultants, Incorporated. Mr. Clarke is an expert on the operation and failure of the SCDS.

- j. Participated in a detailed visual and microscopic examination and disassembly of the SCDS. The examination and disassembly was conducted in conjunction with Mr. Clarke and representatives of TI and Ford.
- k. Performed a recall search on the subject Town Car. Obtained and reviewed recall documentation from NHTSA and Ford pertaining to the SCDS.
- l. Interviewed [redacted] and [redacted] and [redacted] the owners and occupants of the subject residence.
- m. Interviewed Bryan Petersen, Fire Prevention Specialist for the Federal Way Fire Department.
- n. Interviewed Chief Mike Knorr of the Federal Way Fire Department.
- o. Reviewed the Federal Way Fire Department Fire Investigative Report for incident 01-00469.
- p. Reviewed written information from McMillen & Associates from an interview with [redacted]
[redacted]
- q. Reviewed the depositions of [redacted], [redacted] and [redacted]
- r. Examined and photographed a similar exemplar Town Car vehicle.
- s. Reviewed various documents relating to the failure of the SCDS from TI and Ford.

II BACKGROUND

The author of this report, Alan Topinka of Schaefer Engineering, examined the fire damaged residence on January 23, 2001 and again on January 24, 2001. I was assisted during my site investigation by Mr. Kreg Drew of Schaefer Engineering. The subject Town Car vehicle was wrapped in plastic and transported to a leased storage facility on February 1, 2001.

According to information obtained from the Federal Way Fire Department report and information from the interviews with and depositions of [REDACTED] and [REDACTED], [REDACTED] had arrived home from work at approximately 7:15 PM on the night of the fire. He parked his Town Car on the left side (north) of the garage (when viewed from the garage entry doors) and entered the residence through the door into the utility room area. [REDACTED] arrived home in her Chevrolet [REDACTED] with her son [REDACTED] at approximately 8:30 PM and parked on the right side of the garage. [REDACTED] and [REDACTED] father remained inside the residence until just prior to noticing the fire at which time Inna heard sounds similar to a door shutting. [REDACTED] and her son then noticed the smell of smoke and investigated the possibility of an appliance malfunction in the laundry room area that was adjacent to the garage. The washer and dryer were not operating so they opened the door to the garage and noticed the fire. Both [REDACTED] and [REDACTED] indicated that the fire when viewed from the open laundry room door was coming from the front driver side of the Town Car. Flame was not noted coming from the passenger side or rear of the vehicle and no flames were noted near the Camaro at the south side of the garage. The north garage door was opened and [REDACTED] reportedly exited the main door of the residence and attempted to access the Town Car from the north side to remove it from the garage. The smoke, heat and flame were too intense and [REDACTED] reportedly exited the garage after an unsuccessful attempt to open the south garage door.

[REDACTED] a neighbor of the [REDACTED] identified the location of the fire in the area of the front driver side of the Town Car. This is consistent with the description of the initial location of the fire provided by [REDACTED] and [REDACTED]

The subject Town Car was purchased in September of 1997 and had been used as the primary vehicle for [REDACTED]. The vehicle was purchased used from a dealer with approximately 30,000 odometer miles. To the best of his knowledge, the vehicle was equipped with the original sound and electronic system. [REDACTED] had not made any alterations or additions to the sound and electronic system. The vehicle had been in an accident during the time that [REDACTED] owned the vehicle. The vehicle sustained damage to the front and left side [REDACTED] indicated that

he believed that the hood had been damaged, but did not know if it had been replaced. He seldom, if ever, used the cruise control system for the vehicle. Except for heavy oil usage, the vehicle was reportedly operating normally prior to the fire.

According to Chief Knorr of the Federal Way Fire Department, a high pressure water cannon (deck gun) was used to extinguish the fire. Chief Knorr indicated that the deck gun was very powerful and created significant damage to the structure. During operation of the water cannon, Chief Knorr reported that fire debris and materials from the structure were flying around. Chief Knorr believed that fire debris and material inside the passenger compartments of both vehicles in the garage of the residence was likely blown in from the fire suppression effort. The vehicle windows had failed, leaving multiple pathways for debris to enter the vehicle. He also stated that he believed that the hood of the Lincoln Town Car was latched in the closed position during the fire and that the hood may have been lifted during or after the fire suppression effort.

III SCENE INVESTIGATION

The following was noted during our examination and investigation of the scene evidence:

1. The residence was a two-story structure with an attached garage at the south end (Photographs 1 through 6). A portion of the second story of the structure was built above the northeast portion of the garage.
2. Two fire damaged vehicles were positioned in the driveway immediately outside (west) of the garage doors (Photographs 4, 7, 8, 9). The vehicles had been pulled out of the garage area sometime during or immediately after the fire suppression effort. The vehicle to the north side of the driveway was a Lincoln Town Car. The vehicle positioned at the south side of the driveway was a Chevrolet Camaro.
3. The fire damage to the interior of the garage was extensive, particularly at the northeast corner (Photographs 14, 16). The roof eaves and rafters to the west and south of the second story structure were severely burned (Photographs 17, 22, 23). The roofing material and sheathing above the garage had burned away or fallen to the garage floor. The west wall of the second story structure above the garage was also severely burned at the exterior from the fire that had progressed through the garage roof and attic below (Photographs 15, 18).
4. Most of the wall surfaces in the garage had been sheathed with gypsum wall board. The wall board material at the front (east) and south side wall had been pulled down or destroyed during the fire fighting effort. The wall studs behind this area were mostly unburned (Photographs 20, 21, 27).
5. Some of the wall board had been left in place by the fire department at the north wall of the garage (Photograph 14). Calcination and deterioration of the wall board, particularly near the front driver side of the Town Car, was evident indicating exposure to severe heat and fire at this location (Photographs 14, 16, 31). Calcination and fire and heat patterns on the north wall decreased with distance from the location that the front driver side of the Town Car had been positioned.
6. The natural gas fired water heater and furnace were positioned at the northeast corner of the garage in an elevated and recessed area (Photographs 26, 34, 35). Fire patterns on the exterior of both appliances indicated that they were exposed to a general high level of heat and flame from the exterior (Photographs 55 through 62). No specific fire or soot

patterns were identified that indicated that either of the appliances or gas line connections were the cause of the fire. Damage to the wall board and structure was less significant near both appliances, indicating fire and heat impingement from the northeast garage area and not the appliance area (Photographs 47, 55, 59). Damage to the wood structure above the appliances was evident (Photographs 51 through 54). The damage to the wood was more evident because the wood was exposed and unprotected by gypsum board and additional oxygen for combustion was available through the flue piping chase. The damage to the wood was generally uniform from external exposure. No indication of insufficient clearance between the flue piping components and combustibles was identified.

7. The water heater, furnace, related flue piping and electrical connections were removed for further examination at the Schaefer Engineering Seattle laboratory. The elevated and recessed space that the appliances had been located was not severely damaged (Photographs 192 through 196), indicating again that the appliances had not been the cause of the fire.
8. The electrical system at the north and east side of the garage was minimal and consisted primarily of conductors that ran north/south near the support beam for the west wall of the second story structure to the distribution panel at the southwest corner of the garage (Photographs 30, 112, 114), two overhead light fixtures with associated switches and conductors (Photographs 115, 116, 145 through 158, 162, 163, 164), limited electrical for the gas fired furnace and the garage door opener (Photographs 121, 122, 123, 124, 140, 141, 142). No evidence of electrical fault, arcing or malfunction was noted on any of the lighting or furnace conductors or the garage door openers. The conductors that ran north/south were positioned approximately above the front middle of both vehicles. The copper conductors had melted through at a position above the left front portion of the Town Car vehicle (Photograph 111). Copper melts at a very high temperature of 1981 °F. No other melted copper conductors were identified on the electrical system still in place in the north and east garage area. This indicated that the area above the left front side of the Town Car vehicle had been exposed to the greatest amount of heat in this area.
9. The electrical distribution panel was located at the southwest corner of the garage. The damage to the panel was from external flame, heat and smoke (Photographs 117, 118).

10. The utility room that was located just east of the east garage wall was not significantly damaged from heat, fire or smoke. Damage was evident and the walls had been blown out from the high pressure water cannon that was used to extinguish the fire (Photographs 27, 28).
11. The high pressure water stream from the cannon had pushed much of the debris in the garage to the east wall (Photographs 16, 17, 20). Much of the debris that had been under and adjacent to the vehicles had been dislocated to the east and north portion of the garage (Photographs 16, 29). The floor area below both vehicles was relatively clean because the vehicles were slid out of the garage after the fire was extinguished. A relatively clean area that a carpet had been located below the Town Car was evident (Photograph 16). The debris that was located under and near the Town Car vehicle was examined and evidence collected and transported to Schaefer Engineering.
12. Marks on the concrete floor from burning material were identified at multiple locations throughout the garage. Spalling damage to the concrete was also noted at several locations (Photographs 201 through 207). The concrete spalling damage was generally consistent with locations with available combustible materials on the vehicles (i.e. plastic doors, tires and bumpers). The spalling was scattered and was not consistent with an intentional accelerant pour pattern.
13. Both vehicles were severely fire damaged. All or nearly all of the combustible non-metallic components had been consumed during the fire (Photographs 23, 102 through 110).
14. The gas cap covers on both vehicles were in the open position at the time of the examination (Photographs 84, 200). The covers would have been easily forced open from the high pressure water forces and/or the expanding gasoline vapors. The gas caps were not located, however, if the majority of the caps were plastic they would have been consumed by the fire. Plastic residue was noted on the metallic gas tank fill tube on the Town Car (Photographs 4005, 4006, 4007).
15. A large amount of debris from the garage area was located in the passenger compartments of both vehicles (Photographs 104, 109). The debris most likely entered the vehicles during the fire suppression and wall tear down performed by the fire department.
16. The engine compartment of the Town Car was severely damaged by the fire (Photographs 64 through 70, 74 through 83). Fire patterns in the engine and on the hood and the examination of melted and degraded material in the engine compartment indicated that the greatest heat and damage was at the left (driver) side of the engine. An initial examination

and conductors and components of interest were marked for further examination (Photographs 185 through 191).

17. Examination of the scene evidence indicated that the area of fire origin was most likely in the driver side of the engine compartment of the Lincoln Town Car at the north side of the garage. The Town Car was plastic wrapped and transported to a warehouse facility along with other evidence and debris for subsequent examination and evaluation (Photographs 1007, 1008, 1009).

IV EVIDENCE EXAMINATION

VEHICLE EXAMINATION

The following observations and evaluations were made during examination of the vehicle and related debris.

1. The vehicle was reported to be a 1993 Lincoln Town car with VIN 1LNLM81WDP and Washington license . The VIN number was not able to be obtained from the vehicle due to damage.
2. The greatest fire and heat damage was observed at the left passenger side of the engine compartment. Comparison of the damage to similar materials throughout the engine compartment (including aluminum, steel and composite materials) indicated that the heat and fire damage was lowest at the rear left side of the engine compartment.
3. The engine compartment of the Town Car was examined in detail to identify a possible cause for the fire. Electrical terminals, connections and conductors throughout the engine compartment were examined for arcing or other anomalies that may have been related to the cause of the fire (Photographs 1101 through 1110). Components, conductors and materials of interest were marked for removal and more detailed visual and microscopic examination (Photographs 1111 through 1138).
4. Debris that was on a piece of carpet that had been underneath the engine area of the Town Car and other debris removed from the floor was examined for evidence related to the cause of the fire (Photographs 1143 through 1150). Components, conductors and materials of interest were separated from the debris for a more detailed visual and/or microscopic examination.
5. A recall search was made on the vehicle to determine if any recalls potentially related to the fire were issued for the subject Town Car. The search revealed a NHTSA recall for the vehicle SCDS, which potentially related to the cause of the fire (NHTSA

the fire were issued for the subject Town Car. The search revealed a NHTSA recall for the vehicle SCDS, which potentially related to the cause of the fire (NHTSA No. 99V124).

6. A portion of the SCDS for the vehicle was resting on the vehicle frame and was removed for further examination (Photographs 1157 through 1162). The SCDS is located low on the rear driver side of the vehicle engine compartment and is attached with a bracket to the vehicle steel frame (Photographs 3043, 3047 on an exemplar vehicle). The portion of the switch found at this location was not attached to the bracket and was resting on the frame (Photograph 1161). The location that the switch was mounted on the vehicle was in the area of greatest heat and fire damage to the engine compartment.
7. The vehicle passenger compartment was examined and excavated. Examination of the fire patterns and damage and degradation of similar materials was consistent with the fire starting in the engine compartment and not the passenger compartment.
8. The key appeared to have been removed prior to the fire and the position of the key slot was consistent with the vehicle being in the off position (Photographs 1139, 1140).
9. Examination of the passenger compartment after excavation indicated that no significant additional accessories such as high power consumption amplifiers or stereo equipment had been added after market (Photographs 2026 through 2031). The remains of the stereo in the middle dash area were consistent with the appearance of a manufacturer installed or stock system.
10. No after market conductors for accessories that were add on after market were identified in the engine compartment. A small wire end for a connector that was attached to a power terminal at the right side of the engine compartment was most likely not part of the factory installed equipment (Photograph 2002). The terminal was removed to further examine the connector wire end (Photographs 2006, 2007). Examination of the wire ends under low power optics revealed that the wire had been cut. No mating conductor for the wire end was found in the engine compartment or passenger compartment.
11. With the exception of the SCDS, no electrical arcing or anomalies were noted on any of the components, conductors or materials on or removed from the vehicle. No Electrical arcing or anomalies were noted on the components, conductors or materials separated from the debris.
12. A license plate matching the reported license number assigned to the subject Town Car was found in the debris (Photograph 1151). License plates are typically made from

aluminum which often melts in a high temperature fire. Additional hardened molten metal that appeared to be the other license plate from the Town Car was also identified within the debris. The license plate had probably been dislodged by the high pressure water cannon and was not visible to the fire department during their investigation.

13. Residue that appeared to be from plastic material was found on the gas tank fill threads (Photographs 4005, 4006, 4007). A plastic gas cap would have melted due to the high temperatures. The gas cap on an exemplar 1993 Lincoln Town Car was plastic (Photographs 3025, 3026, 3027). The subject cap likely melted in place during the fire.
14. The hood was in the open position. Shadow patterns and marks on the latch mechanism and hood indicated that the hood was most likely in the closed position at the time of the fire (Photograph 2043). This is consistent with the information obtained from Chief Knorr of the Federal Way fire Department.
15. The pressure (mechanical) side of the SCDS was identified in the debris that was under the vehicle and saved as evidence (Photograph 1505).

EXAMINATION AND DISASSEMBLY OF THE SCDS

According to the information obtained from the NHTSA recall system (NHTSA Recall No. 99V124), "The speed control deactivation switch can develop a resistive short in the electrical circuit that could potentially result in an underhood fire. A fire is possible both when the vehicle is running and when the vehicle engine is off." Based on information provided in documents from TI and Ford, a resistive short can develop due to switch cavity contamination through the perforated Kapton seal or connector seal. The short can generate heat, melt the plastic housing and ignite. The following observations and evaluations were made during examination of the SCDS removed from the subject Town Car:

1. The condition of the pressure (mechanical) side and electrical side of the subject SCDS as removed from the vehicle and debris are shown in Photographs 1501 through 1531.
2. The identification number on the side remains of the aluminum ring that had held the two sides of the switch was identified with the number 2209 or 2309.
3. When compared to an exemplar SCDS, the electrical side of the subject SCDS was clearly damaged and missing portions of the copper conductors and contacts (Photographs 1169 through 1174).
4. The copper electrical components appeared arc melted and damaged from heat from electrical activity. The interior of the non-metallic casing for the electrical side of the switch

was discolored and degraded from the heat primarily on the side of the missing copper conductor. The damage to the casing was clearly more severe on the inside of the part indicating the heating was internal to the switch and not from an exterior fire (Photographs 1175 through 1178). Copper conductors that had been located near but outside of the SCDS were not melted or arced.

5. Radiographs of the subject SCDS revealed severe damage to the electrical components from electrical activity and arcing (see Appendix B).
6. Holes were found in the side of the casing that could have allowed oxygen to enter the casing (Photographs 1529, 1530).
7. The mechanical side of the switch was cut open to examine the internal components (Photographs 532 through 537). The interior components and the Kapton seal layers were fragmented. A variety of fragments and particles were found inside the switch and passage way. No chemical analysis of these materials had been made at the time of this report. Microphotographs of the mechanical side of the switch and Kapton seal were made and are stored on CD. These images are available upon request.
8. The failure mode described in the NHTSA recall information is consistent with the evidence in this case. Although the subject vehicle was identified by a Ford representative as one that is not included in the recall, the failure of the evidence identically matches the failure mode identified in the recall. It was believed, but not confirmed, that the subject SCDS was within the group of defective switches covered by the recall.
9. The subject SCDS was examined by Mr. Richard Clarke. Mr. Clarke has examined many other switches and has performed extensive research on the switch failure. Mr. Clarke indicated that the damage to the subject switch was consistent with damage to other switches that have caused fires. A detailed report on the switch failure is being prepared by Mr. Clarke and will be provided independent of this report.

EXAMINATION OF OTHER EVIDENCE

Other evidence removed from the residence and obtained from the debris that was gathered as evidence was visually examined. The evidence included but was not limited to the gas fired water heater and furnace with associated connections, water heater and furnace flue piping, residential electrical from the garage, and vehicle components found in the debris. No malfunction or other anomaly that related to the cause of the fire was noted.

V CONCLUSION/OPINIONS

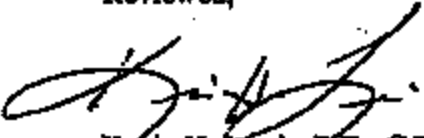
Based on the foregoing engineering investigation and analysis, to a reasonable degree of engineering and scientific probability, Schaefer Engineering has concluded the following:

1. The area of fire origin was the left (passenger) side of the Lincoln Town Car vehicle that was parked at the north side of the [REDACTED] residence.
2. The Speed Deactivation Control Switch (SCDS) for the Town Car was located in the area of fire origin.
3. The SCDS had electrically malfunctioned and arced. The electrical malfunction and arcing was from an internal malfunction of this switch and not from exposure to heat and flame from a fire external to the switch.
4. The observed malfunctions of the SCDS were consistent with the NHTSA recall for the SCDS and the description of the switch failure identified in the Ford Motor Company and Texas Instruments documentation that was reviewed.
5. The fire at the [REDACTED] residence was caused by a malfunctioning SCDS.
6. The fire was not intentionally set.
7. No other cause for the fire was identified.

Respectfully Submitted,


Alan C. Topinka, P.E., C.F.E.I., P.I.
Principal Engineer

Reviewed,


Kevin H. Lewis, P.E., C.F.E.I., P.I.
Principal Engineer

Schaefer Engineering Corporation
Residence Fire Investigation
Claim No. 267 0047 401

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APPENDIX A: NHTSA RECALL NOTIFICATION

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NEW
Lemon Check
Make sure that
car isn't a

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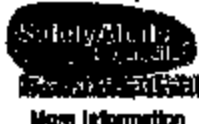
Ford Motor Company

Models:
Ford Crown Victoria Years: 1992-1993
Lincoln Town Car Years: 1992-1993
Mercury Grand Marquis Years: 1992-1993

Number Involved: 279,000
Dates of Manufacture: November 1991 - November 1992

Defect: The speed control deactivation switch can develop a resistive short in the electrical circuit that could potentially result in an underhood fire. A fire is possible both when the vehicle is running and when the vehicle engine is off. Also, the short could disable the speed control system or cause the brake light fuse to open.
Remedy: Dealers will install a new speed control deactivation switch and connector shell. Owner notification began during May 1999. Owners who do not receive the free remedy within a reasonable time should contact Ford at 1-800-382-3673.

[NHTSA Recall No. 99V124/Ford Recall No. 98S16]

**News & Alerts**

Health Professionals:
Misdiagnosed Cancer Drug
Recalled

Health Professionals:
Voluntary Recall of
Rabies Vaccine, RabAvert

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subscription to
Child magazine ..
from ClubMom
...details...

DECEMBER...



FDA Rethinking Tylenol
Warnings - Risk of
overdose may be higher
than originally suspected



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'Medical Marijuana' Gets
its Day in Court-
Supreme Court to decide
whether the drug can be
distributed to patients

Dads Spending More
Time with Kids - But
mothers still handle the
lion's share of the work

New Test Detects
Glucose in Saliva - It may
help prevent
complications from
disease

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APPENDIX B: PHOTOCOPIES OF RADIOGRAPHS



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