2009 July

MONTHLY NEWSLETTER OF FIRE INVESTIGATIONS

INSIDE FIRE

this issue

This Just In:

GM to take on future product liability claims

General Motors has agreed to take on responsibility for future product liability claims, removing what could have been a sizeable roadblock on the automaker's path to a quick sale of its assets and emergence from Chapter 11 bankruptcy as a new company.

In a concession to consumer groups and state officials who had threatened to block the sale because of product liability concerns, the new company will now assume responsibility for future claims involving vehicles made by the older company, according to documents filed in federal bankruptcy court in New York on June 26, 2009.

Bankruptcy & the American Automakers, by Jeff Baill, Attorney at Law

What happens now that GM and Chrysler have declared bankruptcy and what does it mean in regards to fire subrogation cases against American automakers? Although it appears clear that many claims against GM and Chrysler will be discharged in bankruptcy, much remains unclear. These are just some of the questions that cannot be answered with certainty today:

- Are warranty claims going to cover pre-petition fires, fires that occurred during the bankruptcy and fires that occurred after the bankruptcy has concluded?
- What will be the extent of the remedy available under the warranty claim? Will it cover consequential damages or just damage to the vehicle itself?
- What obligation will the new GM and Chrysler have regarding future and existing recalls?
- Will they have liability for failures in the recall program?
- Do component manufacturers still have liability and insurance even if they cease to be in business?

Although these issues need to be clarified, another remedy is still open for recovery. Under product liability laws in most states, the retailer (dealer) has liability for a defective product where the manufacturer is no longer able to satisfy a claim. Even dealers who have gone out of business may have insurance covering these types of claims. Therefore, a proper investigation should include identification of the original dealer in order to pursue potential claims.

Some of this uncertainty is supported by a recent letter to GM vehicle owners from Troy A. Clark, Group Vice President of GM North America. Mr. Clark states "Your GM Warranty—Rest assured, we will honor the warranty commitment given to you at the time of your purchase. Our GM Dealers are very much open for business, and are ready to meet your sales and service needs. And, even though we are seeking buyers for our Saturn and Saab brands, we have just announced the selection of a buyer for the HUMMER brand, and have decided to eventually phase out Pontiac, those dealerships also remain open and ready for service."

The bottom line is your warranty will be honored and service will always be available through authorized GM retail facilities . . ." However, Mr. Clark does not clarify what "warranty coverage" means.

The approach of many insurance companies is "business as usual" when adjusting the fire claim involving a vehicle where subrogation potential exists. It is important that investigators perform an in-depth investigation and continue to identify dealers and manufacturers of the vehicles. Manufacturers, dealers and service providers should still be placed on-notice.

During this time of uncertainty the best practice may be to still investigate significant losses until some of these questions are answered. We should not dismiss any potential claim because of the unknown. It is prudent to completely investigate these claims. As Mr. Clark stated, "GM is open for business . . . and he represents the warranty and responsibility will be honored. Given the myriad of issues surrounding the bankruptcy, insurers may have an obligation to their insured's to investigate these losses.

WHITEMORE FIRE CONSULTANTS, INC.

Insurance Standard of Conduct

Insurance policy means a written agreement between an insured and an insurer that obligates an insurer to pay proceeds directly to an insured. Insurance policy does not include provisions of a written agreement obligating an insurer to defend an insured, reimburse insured's defense expenses, provide for any other type of defense obligation, or provide indemnification for judgments or settlements.

Insured means a person who, or an entity which, qualifies as an insured under the terms of an insurance policy which a claim for coverage is made. An insured does not include any person or entity claiming a third party beneficiary status under an insurance policy.

Insurer means every insurer, corporation, business trust, or association engaged in insurance as a principal licensed or authorized to transact insurance under Section 60A.06, but for purposes of this section an insurer does not include a political subdivision providing self-insurance or a pool of political subdivisions under Section 471.981, subdivision 3. The term does not include the Joint Underwriting Association operating under chapter 62F or 62I.

Examination Under Oath

Where Does the Right to An Examination Under Oath Come From?

By Robert Terhaar, Attorney at Law

The key to winning any fraud case is credibility. Is your insured (or any other witness) telling the truth? The examination under oath is a valuable tool for insurance companies to gather information with regard to claimed losses and compare statements of its insured to see if the information received from the insured is consistent or if the story is changing in material ways.

The purpose of an examination under oath is to allow the insurer to obtain knowledge and information regarding facts surrounding a loss, material to an insurer's rights, and to enable the insurer to determine its obligations and protect itself against false claims. See Claflin v. Commonwealth Ins. Co., 110 U.S. 81 (1884).

Where does the right to an examination under oath come from? In Minnesota, as is true in most states which have adopted a standard fire insurance policy, the contractual right to examine an insured under oath is statutorily mandated in all policies of insurance which include the hazard of fire. Minnesota's Standard Fire Policy Statute § 65A.01 added the examination under oath requirement in 1983. The current statutory language provides as follows:

The insured, as often as may be reasonably required, shall exhibit to any person designated by this company all that remains of any property herein described, and after being informed of the right to counsel and that any answers may be used against the insured in later civil or criminal proceedings, the insured, shall, within a reasonable period after demand by this company, submit to examinations under oath by any person named by this company, and subscribe the oath. The insured, as often as may be reasonably required, shall produce for examination all records and documents reasonably related to the loss, or certified copies thereof, if originals are lost, at a reasonable time and place designated by this company or its representatives, and shall permit extracts and copies thereof to be made.

Minnesota Stat. § 65A.01, subd. 3.

An insurers right to require an examination under oath also arises contractually by virtue of the insurance contract language. For example, the following language is found in a sample homeowner's insurance policy:

What you must do after a loss

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

- ***
- As often as we reasonably require;
- ***
- 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 same.
- Product representatives, employees, members of the insured's household or others to the extent that it is within the insured person's power to do so . . . "

These statutory and contractual requirements impose obligations both on the company and the insured. In demanding an examination under oath, the company must inform the insured of her right to counsel and that any answers may be used against the insured or her right to counsel and that any answers may be used against the insured in later civil or criminal proceedings. The insured must submit to examinations under oath and produce for examination all records and documents reasonably related to the loss. As we shall see, both the question of who must appear and what documents must be produced for examination, have resulted in much litigation and, in many instances, conflicting rulings between jurisdictions.

Who can be asked to appear?

It is not unusual for questions to arise with regard to who can be asked to submit to an examination under oath. There is no doubt that those listed as the insured(s) under the policy can be required to appear and be examined under oath.

Courts have split on the issue of whether members of the named insured's family can be required to submit to an examination under oath. In determining an insurer's right to examine a definitional insured, it is important to carefully examine the specific policy language. In West v. State Farm Fire & Cas. Co., 868 F.2d 348 (9th Cir. 1989), the policy stated that the insured would produce, "employees, members of the insured's household or others for examination under oath to the extent it is within the insured's power to do so . . . " With this policy language, applying California law, the court

held that the insurer's request that the insured's wife and daughter submit to examination under oath was reasonable. Likewise, in Breland v. Great Sales Ins. Co., 150 So. 313 (La. Ct. App. 1933), the court held that the husband was required to submit to an examination under oath even though the only named insured under the policy was the wife.

A number of courts have taken the opposite view with regard to the obligation of a definitional insured to submit to examination under oath. In State Farm Fire & Casualty Ins. Co. v. Miceli, 518 N.E.2d 357 IIII. Ct. App. 1987), the court reversed the trial court's judgment against the insured's children for their refusal to submit to an examination under oath holding that "you" and "your" as used in the policy provision requiring submission to examination under oath were defined by the policy as referring to the named insured only and since only the mother and father were named insured's under the policy, the children as definitional insured's were not required to submit to examination under oath. This case involved a homeowner's policy and a claim for vandalism damage to the home. There was suspicion that one or more of the named insured's children had been involved in committing the vandalism. See, also Pennsylvania Millers Mut. Ins. Co. v. Baker, 349 S.E.2d 527 (Ga. Ct. App. 1986).

In a corporate setting, the general rule is that officers, principals, and shareholders of the corporation along with any employee with knowledge of the loss or damages can be required to appear for examination under oath. See Pogo Holding, Corp. v. N.Y. Property Ins. Underwriting Assoc., 422 N.Y.S.2d 123 (1979), see also Paulucii v. Liberty Mutual Fire Ins. Co., 190 F. Supp. 2d 1312 (M.D. Fla. 2002). In Paulucci a board member of a property management company which made the insured building at the time of the loss was properly required to submit to an EUO.

Exceptions to this general rule include former officers, principals, or employees over whom a corporation no longer holds authority to force compliance with appearance at a scheduled EUO. See Green v. St. Paul Fire & Marine Ins. Co., 691 F.Supp 700 (S.D.N.Y. 1988.)

As might be expected from a logical extension of the analysis requiring a corporate employee with knowledge of damages to submit to examination under oath, courts split on the duty of an insured to produce an independent adjuster (public adjuster) retained by the insured to prepare the insured's damage claim to the insurer. Support for the proposition appear for examination under oath is found in Gipps Brewing Corp. v. Central Mfrs. Mut. Ins. Co., 147 F.2d 6 (7th Cir. 1945), and State Farm Fire & Cas. Co. v. Payne, Civ. No. 90-1786-R (1992 WL 376159 (10 Cir., Dec. 11, 1992). The conclusion that a public adjuster is an independent contractor and not an officer or employee of a corporation is found in Palace Café v. Hartford Fire Ins. Co., 97 F.2d 766 (7th Cir. 1938). Where policy language contemplates examination of "the insured" only, an insurance adjuster hired by the insured was not required to submit to an examination under oath pursuant to policy language. See Florida Gaming Corp. v. Affiliated FM Ins. Co., 502 F. Supp 2nd 1257 (S.D. Fla. 2007).

What if an insured fails to appear?

A review of a case law discussing an insured's failure to appear at a scheduled examination under oath reveals three different trends in the law for dealing with this issue. The historical trend finds an insured's refusal to appear or to answer material questions at an examination under oath as non-compliance with the policy conditions resulting in total forfeiture of rights under the insurance contract. A more modern approach to this issue reasons that failure of the insured to appear at an EUO does not result in total forfeiture of rights under the insurance policy but merely delays the insured's right to the collection of proceeds under the policy until the insured appears for the EUO. Finally, there is some developing law which says that the failure to appear at an EUO can never result in total forfeiture of rights under an insurance contract unless the insurer shows that it has been prejudiced in its investigation as a result of the insured's failure to submit to an EUO.

The following cases provide examples where an insured's failure to submit to an EUO was held to be a material breach of the policy and to relieve the insurer of its liability to pay under the policy: Stringer v. Fireman's Fund Ins. Co., 622 So.2d 145 (Fla. 1993); Archie v. State Farm Fire & Cas. Co., 813 F.Supp 1208 (S.D. Miss. 1992); Caramanica v. State Farm Fire & Cas. Co., 488 N.Y.S.2d 426 (1985); Baker v. Indep. Fire Ins. Co., 405 S.E.2d 778 (N.C. 1991); Knowledge A-Z, Inc. v. Sentry Ins., 857 N.E.2d 411 (Ind. Ct. App. 2006).

Minnesota is one of the jurisdictions which follows the rule that non-compliance with the EUO requirement does not constitute a forfeiture of all rights under the insurance policy, but merely delays the insured's right to proceeds under the policy until she appears for an EUO.

EYE ON Fire Works

Of the more than 4,000 fireworks-related injuries to children under 14 each year, the majority occur in the month surrounding the July 4th holiday, with 10-14 year olds suffering the most injuries. Sparklers, rockets and firecrackers are responsible for the bulk of fireworks-related injuries. An estimated 23,200 fireworks fire occurred in 2002 and caused approximately $35 million in property loss and almost 60% of those fires occurred during the month of July according to a report from the Department of Homeland Security. Children under the age of 15 suffered 45% of the 9,300 injuries. Firecrackers, sparklers and bottle rockets are the leading contributor to those injuries.

Fireworks account for a substantial number of preventable injuries and fires. Because fireworks can be dangerous and deadly, the safest way to enjoy them is through public displays conducted by professionals. Parents need to be especially vigilant during this period.

Examination Under Oath

Where Does the Right to An Examination Under Oath Come From?

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This position was set forth by the Minnesota Supreme Court in McCullough v. Travelers Cos., 424 N.W.2d 542 (1988). In McCullough, counsel for Travelers demanded an EUO of the named insured under the policy. The insured's counsel advised of his availability on the scheduled date due to a trial conflict. Travelers' counsel confirmed a continuance of the EUO requesting that the insured's counsel called to arrange a mutually convenient time to conduct the EUO. Approximately two months later, the insured commenced suit against Travelers and as a part of its answer, Travelers alleged that the insured's suit was barred because he had refused to comply with the policy provision requiring him to submit to an EUO. In response to that provision of Travelers' Answer, counsel for the insured sent Travelers a letter stating the insured was available for an EUO, however, Travelers made no further attempts to schedule an examination of the insured. Instead, Travelers brought a motion for summary judgment relying on the policy provision requiring the insured to submit to an EUO. The provision stated:

"No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all requirements of this policy have been complied with, and unless commenced within two years after inception of the loss."

Id. At 544. Both the trial and court and the Court of Appeals held that Travelers was entitled to summary judgment. The Minnesota Supreme Court, reversing both courts, held as follows:

"In short, we are of the opinion that failure to submit to examination is not fatal to the insured's suit where, as here, the insured has not expressly refused to submit to an examination and has expressed a willingness to be examined shortly after commencing suit." Id. at 545.

In Abraham v. Farmer's Home Mutual Ins. Co., 439 N.W.2d 48 (Minn. Ct. App. 1989), the Minnesota Court of Appeals held that whether an insured has failed unconditionally to submit to an EUO is a fact question for the jury. In that case, the insurance company's attorney sent the insured two certified letters requesting examinations under oath, but the insured responded to neither letter. Instead, three months after the second letter, the insured commenced civil action against the insurer. In this setting, the Minnesota Court of Appeals concluded that whether the insured cooperated with the insurer in submitting to EUO and in providing sworn statement in proof of loss, is a question of fact which should have been decided by the jury and not by the court in a motion for summary judgment.

Finally, the following cases conclude that the insured's failure to appear at an EUO can never result in a forfeiture under the policy unless the insurer shows that it has been prejudiced in its investigation by the insured's failure to appear: Pickwick Park Ltd. V. Terra Nova Ins. Co., (1992 Fire and Casualty Cases, Section 3483); Crowell v. State Farm Fire & Cas. Co., 631 N.E.2d 418 (Ill. Ct. App. 1994); and Puckett v. State Farm Gen. Ins. Co., 444 S.E.2d 523 (S.C. 1994).

The key to determining whether a forfeiture has resulted from the insured's failure to appear at a scheduled examination under oath is to examine the reasonableness of the insured's conduct. If the insured has a reasonable excuse for failing to appear, a forfeiture is unlikely to result. It is always advisable to try to reschedule the examination under oath when the insured's counsel has a reasonable conflict, illness arises in the insured or the insured's counsel, or any other "reasonable excuse" arises.

What can you ask and ask for?

As a general rule, an insured must answer all questions that are material and relevant to the insurer's investigation. Failure to answer material and relevant questions in an EUO has been held to constitute a breach of the policy and preclude recovery by the insured. See Johnson v. Allstate Ins. Co., 602 N.Y.S.2d 876 (1993); United States Fidelity & Guaranty Co. v. Conaway, 674 F.Supp. 1270 (N.D. Miss. 1987); Kisting v. Westchester Fire Ins. Co., 416 F.2d 967 (7th Cir. 1969); and Gipps Brewing Corp. v. Central Mfrs. Mut. Ins. Co., 147 F.2d 6 (7th Cir. 1945). United States Fidelity illustrates that under Mississippi law, in the setting of an investigation of an incendiary fire, an insured's refusal to answer questions about his financial condition or provide documents about his finances is a material breach of the

When Does Fifth Amendment Apply?

Occasionally, the issue arises as to whether the insured has a Fifth Amendment right to refuse to answer relevant and material questions posed by the insurer during and EUO. This issue has been addressed in Abraham, supra at 50, where the Minnesota Supreme Court held that Minn. Statute § 65A.01, subd. 3, does not violate an insured's Fifth Amendment Constitutional right against self-incrimination, quoting with approval the Arizona Court of Appeals in Warilow v. Superior Court of the State of Arizona, 689 P.2d 193 (Ariz. Ct. App. 1984), as follows:

"Constitutional immunity has no application to a private examination arising out of a contractual relationships . . . To bring a case within the Constitutional Immunity, it must appear that compulsion was sought under public process of some kind."

EUO condition of the policy making the insurer not liable to the insured under the policy. Thus, in Minnesota in the setting of an arson investigation, any question about a fire's incendiary nature, the insured's financial condition or the insured's opportunity to set the fire would all clearly be relevant and material areas of questioning in an arson setting. Any documents concerning the insured's financial condition including income tax statements, mortgage payment histories, utility payment histories and other banking records clearly would be material to the issue of the insured's financial motive to set a fire.

It is important to note, however, that if the insured is not aware of the materiality of the question, the failure of the insured to answer does not cause a forfeiture for failure to comply with the examination of oath requirements of the policy. See Twin City Fire Ins. Co. v. Harney, 662 F.Supp. 216 (Dist. Arz. 1987).

Significant Procedural Issues

In preparing for an examination under oath, a number of additional significant procedural issues should be addressed.

First, it is customary to both request and receive a proof of loss before proceeding with an examination under oath. In many instances, damages from a key portion of the scope of inquiry in an EUO. The proof of loss will provide the insurer with a breakdown of the insured's damages claim and supporting documentation for that claim. There are, however, instances where insurers for a variety of reasons will go forward with an EUO before receiving a proof of loss. In those instances, it is important to reserve the right to further inquiry the insured in an additional EUO once the proof of loss is received.

Secondly, in some cases, it has been held that a statement by an adjuster, not under oath, precludes an insurer from later demanding an EUO from an insured. In Mier v. Niagara Fire Ins. Co., 205 F.Supp. 108 (La. 1968), holding that an insured who allowed himself to be interviewed by an insurance company adjuster in the presence of a state fire marshal had fulfilled his EUO contractual requirements and the insured need not reappear for a formal EUO. There is substantial authority for the contrary position that statements taken by an adjuster for the insurance company do not fulfill the obligation to submit to an EUO. As a general rule, it is a good idea for any insurance company adjuster to begin a statement of an insured with a disclaimer that the policy requires the insured to submit to an EUO and that this recorded statement does not fulfill that contractual obligation.

Thirdly, as is true with any provision in an insurance policy, an insurer can waive the right to an examination under oath. It has been held, for example, that if an insurer denies a claim in its entirety, prior to demanding an EUO, the insurer waives its right to an EUO.

When demanding that an insured submit to an EUO it is advisable to send the letter certified mail to the insured, and, when the insured is represented, to the insured's counsel, stating the time and location of the EUO. It has been held that failure to specify the time and place of the examination prevents an insurer from later claiming that the insured's failure to submit to an examination under oath was a material breach of the policy preventing recovery thereunder. See Green v. St. Paul Fire & Marine Ins. Co., 691 F.Supp. 700 (S.D.N.Y. 1988).

In many instances it may be advantageous to sequester multiple insured's during examinations under oath. Courts of various jurisdictions have split as to whether insurance companies have the right to sequester insured's during an EUO. In State Farm Fire & Cas. Co. v. Tan, 691 F.Supp. 1271 (S.D. Cal. 1988), applying California law, it was determined that an insurer could compel insured's to submit to separate examinations under oath. The case law appears to vary depending on the language of the insurance policies.

The examination under oath can be a powerful tool in an insurance company's fraud fighting arsenal. When used properly, it is an effective instrument to analyze the credibility of an insured in an effort to establish credibility or lack thereof.

Robert Terhaar is a partner at Terrhar, Archibald, Pfefferle & Griebel. This article is a reprint of Mr. Terharr's presentation at our recent seminar, What's HOT in Fire Litigation.

Robert B. Whitemore, CFI

I hope you enjoyed this edition of *Inside Fire*. We work hard in an attempt to identify recalls, articles and topics of interest that are relevant to our industry. In today's new economy, we all must find new ways of doing business and provide a better product to our clients. One of the ways that we try to accomplish this is to provide you with information that will be beneficial as the claims adjustment process takes place.

I encourage all of you to visit our website at www.whitemorefire.com for a complete listing of June recalls, copies of previous editions of Inside Fire, and news about the fire industry. Starting in June, we will be publishing a monthly recall notice based upon Consumer Product Safety Commission recalls. Although what we will be providing will be fire-related, a complete listing of the recalls can be found on the CPSC website: www. cpsc.org.

I would also suggest that if you have a new assignment for Whitemore Fire, to try submitting it through our online submission form. This is a quick and efficient way to assign your claim. Whitemore Fire is in the process of going GREEN and limiting our paper files. 95% of our clients request their reports electronically, and this approach is in direct response to your needs.

Until next month, have a safe summer.

Recall Updates

SmartSpark Energy Systems Recalls Battery Equalizers

The U.S. Consumer Product Safety Commission in cooperation with SmartSpark Energy Systems, Inc. of Champaign, Illinois announced a voluntary recall of the BattEQ Battery Equalizers. Approximately 800 units were sold through authorized distributors and retailers from July 2006 through March 2009 for approximately $300.

The BattEQ Battery Equalizer are charge balancing devices designed to increase the performance and longevity of rechargeable batteries and were manufactured in the United States.

Consumers should immediately stop using the device and contact SmartSpark for a full refund. SmartSpark has received on report of an equalizer that overheated which resulted in a fire that caused damage. No injuries have been reported. For additional information contact SmartSpark at (800) 905-6137.

Wagner Spray Tech Recalls Heat Guns

The U.S. Consumer Product Safety Commission in cooperation with Wagner Spray Tech Corp. of Minneapolis, Minnesota has announced a voluntary recall of MHT3300, ACE HT3500 heat guns. The recalled heat guns emit hot air and are used for paint and flooring removal, defrosting freezers and water lines, bending plastic, hobbies, etc. The heat gun's name and model number are located on a black label on the bottom of the unit. The guns are yellow or black plastic and measure approximately 10" long, 8" high and 3" wide. These units were sold at major and independent hardware and home improvement stores from November 2004 through April 2009 for approximately $40. The guns were manufactured in China.

An electrical component failure inside the heat guns can cause them to continue to produce heat after the power switch is turned off. This can melt the heat gun's plastic exterior causing a burn if the gun is touched or ignite nearby combustibles.

For more information contact Wagner toll free at (888) 925-6244.

Campbell Hausefeld Recalls Air Compressors

The U.S. Consumer Product Safety Commission in cooperation with Campbell Hausfeld announced a voluntary recall of Model HU200099AV air compressor with a 20-gallon tank. The recall includes date codes ranging from January 2009 through June 2009. The model number can be located on the rear of the tank.

Approximately 16,000 units were sold exclusively through Wal-Mart stores nationwide. The compressor's thermal overload, which shuts off when it overheats, can fail. This can lead to overheating, melting of parts and a risk of fire.

Consumers should immediately stop using the recalled unit and return to Wal-Mart for a full refund.

For additional information, contact Campbell Hausfeld at (900) 241-0448.

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Big Muddy Motor Sports Recalls Generators Due to Fire Hazard

The U.S. Consumer Product Safety Commission, in cooperation Big Muddy Motor Sports of Perryville, Missouri announced a voluntary recall of PowerPlus Generators. Approximately 450 units were sold in Buchheit retail stores in Illinois and Missouri during May 2009 for about $700.00.

Hazard: The 220-volt receptacle can fail to produce power correctly and cause power surges that can damage appliances. This poses a risk of fire and possible injury to consumers. The firm has received five reports of power surges resulting in damage to appliances. No injuries have been reported.

The recalled PowerPlus Generators are red with a black frame. The model number (BM7200 Power+) is printed on the side of the unit. Recalled units have a date of manufacture of 02/2009 labeled on the fuel tank and were manufactured in China.

Customers should immediately stop using the recalled generator and return it to any Buchheit store for an exchange or full refund. For additional information, contact Big Muddy Motor Sports at (800) 678-3607 between 8 a.m. and 8 p.m. CT Monday through Friday, or visit the firm's Web site at www.buchheitonline.com or www.bigmuddymotorsports.com

Third Party Claims Seminar

Our May seminar, What's HOT in Fire Litigation was such a success, Whitemore Fire Consultants, Inc. is contemplating hosting a second educational opportunity. This time, focusing on Third Party Claims. Our timeframe is September/ October 2009.

Several of our manufacturing clients could benefit from the expertise of our panel of experts if they are faced with the dilemma of being placed on-notice pertaining to a product liability or installation issues.

We currently are conducting research on whether the insurance and manufacturing industry feel this would be a worthwhile endeavor. We would appreciate your feedback as well as topic suggestions for our presenters. If you feel you or your company could learn more about handling the Third Party claim, please contact me at 952-461-7000, Ext. 200 or send me an email to pwhitemore@whitemorefire.com.

All responses need to be received by July 31, 2009. Thank your for your assistance.

Meet the Administrative Staff

Shelley Menke

Amy Powell

Jodi Davis

These ladies are the friendly voice you hear on the phone when you call in a new loss or request assistance on an existing claim. If you choose to submit your loss on-line, one of them will be contacting you to confirm the information.

Each is knowledgeable of our business and capable of answering your questions. Give them a call! 952-461-7000.

Pam Whitemore, Editor

Didn't you JUST receive the June edition of Inside Fire? As most of you probably surmised, we are changing the publishing frequency of Inside Fire. There seems to be so many issues pertaining to the fire investigation industry, that it was decided that we will attempt to better communicate to you those trends. This month, the hot topic is the American automakers bankruptcy and what that means to the insurance industry. We will continue to discuss this and other topics in upcoming editions. But if you have questions or other suggestions, please give me a call.

This Month's Q&A Tips

Q: Can I email my loss to Whitemore Fire Consultants?

A: Absolutely! You can go to www.whitemorefire.com and click on the "submit a loss" button at the top of the page. A loss assignment form can be completed and sent directly to our administrative staff. Upon receipt, you will receive a confirmation and advised of the scheduled inspection date and time. If you have questions or require additional information pertaining to the scheduling of your loss, please call Amy. Shelley or Jodi at 952-461-7000.

Q: I have been receiving monthly recall updates from Whitemore Fire Consultants. Do you maintain a recall database on these recalls for future reference?

A: A listing of recalls relative to a fire hazard are posted on our webpage weekly. Any fire that we have investigated that is involved in any type of recall is maintained in our database and file for future reference.

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