October 1, 2014

RE: Claim No.:

Location of Risk:

Policy No.:

Date of Loss:

Dear Insured:

As you are aware, this office has been investigating the cause and determining the value of loss and damage at the captioned property.

Loss and damage was reported as damage to the property at \_\_\_\_\_\_\_\_. The reported date of loss is \_\_\_\_\_\_\_\_ .

We have recently had occasion to go by the property. We noted that there is no evidence that the repairs have been started. Payment was made for the damages to the dwelling on .

The provisions of the policy relative to additional living expenses state that coverage is provided for the shortest time required to repair the damages.

We would refer you to page 5 of 22 of the HO 00 03 10 00 policy form, which provides the coverage for your property, entitled **D. Coverage D – Loss of Use**, from which we quote in part:

### “D. Coverage D – Loss of Use

The limit of liability for Coverage D is the total limit for the coverages in 1. Additional Living Expense, 2. Fair Rental Value and 3. Civil Authority Prohibits Use below.

1. Additional Living Expense

If a loss covered under Section I makes that part of the "residence premises" where you reside not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.”

We would request that you provide us with documentation that you expect to make the repairs to the dwelling, and when you anticipate commencing the repairs.

So there will be no questions, you should understand that we will proceed to investigate the cause and origin of the above captioned loss and to establish loss and value, but do not at this time admit the liability of any parties involved. Only at the completion of our investigation will the question of liability be treated

This advice and any other action undertaken, or to be undertaken by us in the course of this investigation and/or handling of this claim is not, and should not be construed as a waiver of any of the rights of the insurer with respect to any and all terms, conditions, provisions, exclusions and limitations contained in the policy of insurance.

The Massachusetts Property Insurance Underwriting Association fully reserves unto itself all defenses which heretofore accrue, or which may in the future accrue by reason of operation of same, or reason of noncompliance on behalf of yourself with respect to any and all of the foregoing.

Please be advised that the statute of limitations is two (2) years from the date of loss for property claims (Section 1 policy claims).

Respectfully,

Claims Adjuster