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 \_\_\_\_\_\_\_\_\_\_ of the dwelling located at \_\_\_\_\_\_\_\_, MA. The reported date of loss is \_\_\_\_\_\_\_\_ .

At the time of our inspection on \_\_\_\_\_\_\_\_\_\_, we were unable to see all of the roof area. We have requested that a roofer inspect the roof for us and provide a report of the condition of the roof.

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

We would like to make note of some areas of the DP 00 01 (12 02) policy form that may be pertinent to the matters at hand.

 We would refer you to page 3 of 8 entitled **Perils Insured Against**.

“PERILS INSURED AGAINST

We insure for direct physical loss to the property covered caused by a peril listed below unless the loss is excluded in the General Exclusions.

1A. Fire Or Lightning

1B. Internal Explosion

 a. Internal Explosion means explosion occurring in the dwelling or other structure covered on the Described Location or in a structure containing personal property covered.

 b. Explosion does not mean:

 (1) Electric arcing;

 (2) Breakage of water pipes; or

 (3) Breakage or operation of pressure relief devices.

This peril does not include loss by explosion of steam boilers, or steam pipes, if owned or leased by you or operated under your control.

**When a Premium for Extended Coverage is shown in the Declarations, Perils 2. through 8. are made part of Perils Insured Against.**

 2. Windstorm Or Hail

This peril does not include loss:

 a. To the inside of a building or the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening; or

 b. To the following property when outside of the building:

 (1) Awnings, signs, radio or television antennas or aerials including lead-in wiring, masts or towers;

 (2) Canoes and rowboats.

 3. Explosion

This peril does not include loss by explosion of steam boilers or steam pipes, if owned or leased by you or operated under your control.

Explosion does not mean:

 a. Electric arcing;

 b. Breakage of water pipes; or

 c. Breakage or operation of pressure relief devices.

This peril replaces Peril **1B.**

 4. Riot Or Civil Commotion

 5. Aircraft

This peril includes self-propelled missiles and spacecraft.

 6. Vehicles

This peril does not include loss caused by:

 a. A vehicle owned or operated by you or a resident of the Described Location; or

 b. Any vehicle to fences, driveways and walks.

 7. Smoke

This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

This peril does not include loss caused by smoke from fireplaces or from agricultural smudging or industrial operations.

 8. Volcanic Eruption

This peril does not include loss caused by earthquake, land shock waves or tremors.

**When a Premium for Vandalism Or Malicious Mischief is shown in the Declarations, the following is made part of Perils Insured Against.**

 9. Vandalism Or Malicious Mischief

This peril does not include loss:

 a. To glass or safety glazing material constituting a part of the building other than glass building blocks;

 b. By pilferage, theft, burglary or larceny, but we will be liable for damage to the building covered caused by burglars; or

 **b.** To property on the Described Location, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.”

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