October 1, 2014

RE: Claim number:

Loss location:

Policy number:

Date of loss:

Dear Insured:

The purpose of this letter is to advise you that MPIUA’s investigation has been completed and to further advise you that after an evaluation of the information gathered during the investigation in relation to the applicable provisions of your policy, MPIUA must respectfully decline to honor your claim. In support of MPIUA’s above stated denial of coverage, please be aware of the following.

The inspection revealed no evidence of storm damage. It is our opinion that the roof was not properly installed, and that a better choice of roofing materials could have been made.

A review of the HO-3 policy form, which provides coverage for your property, has determined that the policy specifically excludes damages, caused by improper repairs and installation. We would refer you to page 12 of 22 of the HO-3 policy form entitled Section 1-Exclusions, from which we quote in part:

“**B.** We do not insure for loss to property described in Coverages **A** and **B** caused by any of the following. However, any ensuing loss to property described in Coverages **A** and **B** not precluded by any other provision in this policy is covered.

**1.** Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in **A**.above to produce the loss.

**2.** Acts or decisions, including the failure to act or decide, of any person, group, organization of governmental body.

**3.** Faulty, inadequate or defective:

**a.** Planning, zoning, development, surveying, siting;

**b.** Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

**c.** Materials used in repair, construction, renovation or remodeling; or

**d.** Maintenance;

of part or all of any property, whether on or off the "residence premises."”

We have enclosed a copy of the report for your review.

We regret, therefore, that we cannot be of service to you relative to this matter.

Please also be further advised that the applicable policy and statutory provisions state that no suit or action can be brought against this insurer for the recovery of any claim by virtue of this policy unless the policy provisions have been complied with and the action is started within two (2) years after your date of loss (see policy provision “suits against us” and M. G. L. c. 175 sec. 99 sec. Twelfth).

MPIUA continues to maintain its full reservation of rights regarding any rights, privileges and/or defenses available to it by law and the contract of insurance.

This correspondence or any other action that is taken by MPIUA through its employees, agents and/or designees is not and should not be considered as a waiver of those rights, privileges and/or defenses.

Sincerely,

Claims Adjuster