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.

Our investigation revealed that the problem with the \_\_\_\_\_\_\_\_\_ is the result of improper installation, service and maintenance.

A review of the HO-6 policy form and the HO-1732 endorsement attached to your policy, which provide coverage for your property, has determined that the policy specifically excludes damages, caused by improper installation and maintenance. We would refer you to page 2 of 2 of the HO-1732 endorsement form entitled Section 1-Exclusions, from which we quote in part:

“SECTION I – EXCLUSIONS

The following exclusions are added:

We do not insure for loss to property described in Coverage **A** caused by any of the following. However, any ensuing loss to property described in Coverage **A** 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 Section I – Exclusions, other than Exclusions 2. and 3. below, to produce the loss;

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

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 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