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 water damage due to frozen pipes that burst and caused damage to the property at \_\_\_\_\_\_\_\_, MA on or about \_\_\_\_\_\_\_\_.

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

It is a requirement of the policy that in order for coverage to be provided for frozen pipes, it is necessary to maintain heat in the building, or drain the water from the system. We would refer you to page 8 of 22 of the HO 00 03 (10 00) policy form, from which we quote in part:

“**SECTION 1 – PERILS INSURED AGAINST**

**A. Coverage A – Dwelling and Coverage B – Other Structures**

**1.** We insure against risk of direct physical loss to property described in Coverages **A** and **B**.

**2.** We do not insure, however, for loss:

**a.** Excluded under Section **I –** Exclusions;

**b.** Involving collapse, except as provided in **E.8**. Collapse under Section **I** – Property Coverages; or

**c.** Caused by:

**(1)** Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by

freezing.

This provision does not apply if you have used reasonable care to:

**(a)** Maintain heat in the building; or

**(b)** Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

For purposes of this provision a plumbing system or household appliance does not include a sump, sump pump, or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;”

We will need you to provide us that heat was maintained in the building, or that the plumbing system had been drained.

Additionally, under the provisions of the HO-00 03 policy form, it is required that you reside at the insured premises. You have informed us that you moved to 196 Broadway, Somerville, MA 02145 in excess of one year ago.

We would refer you to page 2 of 22 of the HO-00 03 (10 00) entitled Definitions, from which we also quote in part:

# “DEFINITIONS

**A.** In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We," "us" and "our" refer to the Company providing this insurance.

**B.** In addition, certain words and phrases are defined as follows:

11. "Residence Premises" means:

a. The one family dwelling where you reside;

b. The two, three or four family dwelling where you reside in at least one of the family units; or

c. That part of any other building where you reside;

and which is shown as the "residence premises" in the Declarations.

"Residence Premises" also includes other structures and grounds at that location.”

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