October 1, 2014

Attn:

RE: Claim No.:

Insured:

Location of Risk:

Policy No.:

Date of Loss:

Your File No.:

Dear :

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 dwelling on or about the captioned date of loss. The loss was reported to this office on \_\_\_\_\_\_\_\_.

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 03 (12/02) policy form that may be pertinent to the matters at hand.

We would refer you to page 9 of 13 entitled **Conditions**.

“D. Duties After Loss

In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you or your representative:

1. Give prompt notice to us or our agent;

2. Protect the property from further damage. If repairs to the property are required, you must:

a. Make reasonable and necessary repairs to protect the property; and

b. Keep an accurate record of repair expenses;

3. Cooperate with us in the investigation of a claim;

4. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;

5. As often as we reasonably require:

a. Show the damaged property;

b. Provide us with records and documents we request and permit us to make copies; and

c. Submit to examination under oath, while not in the presence of another named insured, and sign the same;

6. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth to the best of your knowledge and belief:

a. The time and cause of loss;

b. Your interest and that of all others in the property involved and all liens on the property;

c. Other insurance which may cover the loss;

d. Changes in title or occupancy of the property during the term of the policy;

e. Specifications of damaged buildings and detailed repair estimates;”

We did meet at the property with your representative, \_\_\_\_\_\_\_\_. We were shown \_\_\_\_\_\_\_\_.

So that we may proceed with our investigation and adjustment of this claim, we would request that the Association be provided with the following information:

* The amount of the note at the time of the foreclosure – exclusive of any charges for the foreclosure process – and less the amount received at the sale of the property.
* The date the mortgage company became the owner of the property.
* The purchase and sale documentation.
* The date the property became vacant.
* Copies of any and all inspection reports for the property.
* The date of the losses for which claim is being made.
* Any additional information that may be pertinent to the adjustment of the claim.

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