October 1, 2014

RE: Claim number:

Loss location:

Policy number:

Date of loss: Pipe Freeze

Dear Insureds:

We wish to advise you that we have completed our investigation into your claim for the damages to the dwelling at the captioned location. We inspected the property on \_\_\_\_\_\_\_\_. We were informed that several heat lines had been repaired after having frozen and burst. Review of the heat records for that period indicated that heat had not been adequately maintained.

You failed to use reasonable care by providing heat to property, and/or by shutting off the water supply and drain all systems and appliances of water.

A review of the HO-3 policy form, which provides coverage for your property, has determined that the policy specifically excludes damages, which result from freezing of a plumbing system. We would refer you to pages 8 & 9 of 22 of the HO-3 policy form entitled Section 1-Perils Insured Against, from which we quote in part:

“**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:
3. Caused by:
4. Freezing of a plumbing, heating, air conditioning or automatic fire protective system or of a household appliance caused by freezing. This provision does not apply if you have used reasonable care to:
   * 1. Maintain heat in the building; or

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

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

This advice and any other action undertaken or to be undertaken by us in the course of 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 the operation of the policy, or reason of non-compliance 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)

Sincerely,

Claims Adjuster