October 1, 2014

Claim Number:

Dear:

Reference is made to your claim with the Association. Please be advised that the Association is now in a position to adjust this portion of your claim. Please further be advised to the extent that any of the previously asserted reservation of rights was issued by the Association in regard to this portion of your claim, it is hereby withdrawn.

Enclosed please find a Sworn Statement in Proof of Loss for settlement of your claim. All named insureds are requested to sign the form on lines 13 and 14 at the lower right of the form. The signatures should be witnessed by a disinterested party and dated. **It is not necessary to have the form notarized.**

***The completed form should be returned to me promptly in order for the Massachusetts Property Insurance Underwriting Association (MPIUA) to conclude the claim.*** ***The payment will be processed immediately, prior to the receipt of the signed proof of loss.***

Please check line 3, if your mortgage company has changed, please attach a copy of the release or transfer of your interest.

We have enclosed a copy of our estimate for your review. It is our opinion that the water has leaked from the roofing below the deck at the third floor level. We found no evidence of wind damage to the roof surface. There were indications of normal wear and deterioration to the roofing materials on the rear slope of the main roof, however, it is our opinion that these missing shingle are unrelated to the interior water problem. We, therefore, cannot make any payments for repairs to the roof. We would advise you that you should make necessary repairs to the rear shingle roof so as to prevent damages in the future.

 We would refer you to page 8 of 22 of the HO-3 policy form that provides coverage for your property, entitled **Section 1 – Perils Insured Against**, from which we quote in part:

# “SECTION I – 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:

**(6)** Any of the following:

**(a)** Wear and tear, marring, deterioration;

**(b)** Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;

**(c)** Smog, rust or other corrosion, or dry rot;

**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."”

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.

If you have any questions, please do not hesitate to contact me at \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Very truly yours,

Claims Adjuster

Enclosure.