October 1, 2014

RE: Claim No.:

Insured:

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 \_\_\_\_\_\_\_\_\_\_ damage at the captioned property on or about the captioned date of loss. The loss was reported to this office on \_\_\_\_\_\_\_\_. At the time of our receipt of the loss notice, we were informed that the damages had been repaired. When we spoke with you to make arrangements to inspect the damages, we were informed that we would not have access to the property as the property had been sold in \_\_\_\_\_\_\_\_.

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 HO 00 03 (10/00) policy form that may be pertinent to the matters at hand.

We would refer you to page 13 of 22 entitled **Section 1 – Conditions**.

**“B. 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, an "insured" seeking coverage, or a representative of either:

**1.** Give prompt notice to us or our agent;

**2.** Notify the police in case of loss by theft;

**3.** Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in **E.6.** Credit Card, Electronic Fund Transfer Card or Access Device, Forgery and Counterfeit Money under Section **I** – Property Coverages;

**4.** 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;

**5.** Cooperate with us in the investigation of a claim;

**6.** 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;

**7.** As often as we reasonably require:

1. Show the damaged property;”

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