February 3, 2015

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| --- | --- | --- |
| RE: | Claim Number: |  |
|  | Loss Location: |  |
|  | Policy Number: |  |
|  | Date of Loss: | Fire |

Dear Claimant:

We have setup a claim file for the tenant relocation claim. We have enclosed a copy of the Claim Form and the DP 04 97 policy form which provides coverage for your loss. You will note that there is a limit of liability of $750. The policy is also limited to specific items for which coverage is provided.

We would request that you provided us with written documentation of your expenses due to the relocation as a result of the fire. We will review the documentation and adjust the claim accordingly.

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 the insureds 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 losses. (Section 1 policy claims)

Sincerely,

Claims Adjuster

Voice mail:

**Tenant Relocation Expense Insurance – Claim Form**

Please remember that the Tenant Relocation Endorsement has a limit of liability of $750.00 per rental unit, not per person living in the unit. The designated head of each household should complete this form. All expenses must be incurred and documented to be considered.

**Make a copy of this form for your records before mailing.**

Date of Loss

Date Form Submitted

Location of Loss

Landlord’s Name, Address, Tel:

Claimant/Tenant Name & Loss Address: Claimant/Tenant New Forwarding Address and Phone:

If you have received this form, your landlord is insured with MPIUA or RIJRA.

You may contact the adjuster by calling \_\_\_\_\_\_\_\_\_\_.

**Instructions for Itemizing Expenses**

1. Write down each expense for which you are seeking reimbursement. See the Tenant Relocation Endorsement Form for information about what expenses may be claimed.

2. Add up the total of the amount you are claiming and write it in the total amount claimed line.

(Remember you cannot collect more than $750.00 per rented living quarters.)

3. Attach the receipts and documentation showing that the amount was incurred.

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| --- | --- | --- | --- | --- | --- |
| Date | Description | Provider | Amount | Less: Normal  Expense | Relocation  Expense |
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**Total Amount you are claiming: $**

**Date:**

Signature:

DWELLING

DP 04 97 07 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TENANTS RELOCATION EXPENSE - MASSACHUSETTS

This endorsement is required by Massachusetts law.

This policy provides "relocation expense" benefits as

follows:

1. Relocation Expense

When a "rented living quarters" in a building cov- ered by this policy is made uninhabitable as a re- sult of a loss by fire, this policy covers "relocation expense" incurred by the tenant or lawful occupant to relocate to other living quarters in the shortest possible time.

2. Definitions

a. "Relocation expense" means documented, reasonable and necessary costs and living ex- penses, including:

(1) Costs of packing, insuring, storing and

carting household goods;

(2) Costs of securing new utility services less refunds from discontinued services at the damaged premises;

(3) Cost of searching for other quarters;

(4) Costs of disconnecting and reconnecting

household appliances;

(5) Additional living expenses while searching for or awaiting possession of other quarters or the restoration of existing quarters, in- cluding costs of hotel room rental;

(6) The security deposit and first month s rent for a new rental unit if the security deposit of last month s rent is not already due and ow- ing from the landlord to the tenant; and

(7) Clothing and furniture replacement;

commencing with the date of damage to the covered building and not limited by the expira- tion date of this policy.

"Relocation expense" does not mean:

(1) Loss caused by the termination of a lease

or other agreement; or

(2) Down payments, legal fees and closing costs incidental to the purchase of other quarters.

b. "Rented living quarters" means a room, suite of rooms or apartment rented as a single residen- tial unit by one or more persons.

"Rented living quarters" does not mean one or more rooms occupied by one or more persons as roomers in a hotel, motel, public or private lodging or rooming house where the premises are occupied on a transient basis.

3. Limit Of Liability

The liability for "relocation expense" under this pol- icy is limited to not more than $750 for a "rented living quarters".

4. No Deductible

The deductible provisions of this policy do not ap- ply to the "relocation expense" benefits.

5. Other Insurance

a. If at the time of loss, the tenant or lawful occu- pant has other insurance that covers "reloca- tion expense", we shall not be liable for any loss under this coverage until the liability of such other insurance has been exhausted.

b. If you have other insurance that covers "reloca- tion expense", payment under this policy will be prorated with such insurance for the smaller of the incurred "relocation expense" or $750 all af- ter application of the other insurance of the tenant or lawful occupant.

6. Loss Settlement

The claims of all persons occupying the "rented liv- ing quarters" will be settled with and payment made to the tenant or lawful occupant renting the quarters from the building owners, or lessor.

All other provisions of this policy apply.

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