October 1, 2014

Re: Claim No.:

 Date of Loss:

 Loss Location:

# Undisputed Payment

Dear Insured:

You will shortly be receiving an insurance proceeds check(s) in regard to Coverage(s) A and/or B of the applicable policy provisions of your insurance contract.

The amount shown on the check and Proof of Loss represents payment for the value of your loss on Coverage(s) A & B as calculated by this adjuster (see attached calculation details previously sent) and represents what the insurance company believes is the value of your loss in regard to that coverage.

It is acknowledged by this insurer that an insured’s signature and return to the adjuster of the Proof of Loss and/or the insured’s signature on and cashing of the enclosed proceeds check(s) does not waive the insured’s rights to further dispute and/or negotiate an additional amount as to the value of your loss. It is the insurer’s position that the “undisputed” payment is made in good faith in an attempt to provide to the insured insurance proceeds as soon as possible even though the total value of the loss under the applicable coverage(s) may still be in dispute.

If the dispute as to the value of the loss cannot be resolved between the parties, the applicable policy of insurance and statutory law provide for a reference/appraisal procedure which provides for three referees to resolve the dispute and set a value. Also in regard to this matter, all parties should be made aware that the applicable policy and statutory provisions state that no suit or action can be brought against the 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 from the date of loss (see policy provision “Suits Against Us”, “Appraisal” and M.G. L.c. 175 sec.99).

With regard to the coverage for loss of use of the insured property, for which a partial payment has previously been made, we would refer you to page 5 of 22 of the HO 03 10 00 policy form from which we quote in part:

### “D. Coverage D – Loss of Use

The limit of liability for Coverage D is the total limit for the coverages in 1. Additional Living Expense, 2. Fair Rental Value and 3. Civil Authority Prohibits Use below.

1. Additional Living Expense

If a loss covered under Section I makes that part of the "residence premises" where you reside not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.”

MPIUA continues to maintain its full reservation of rights regarding its rights, privileges and/or defenses available to it by law and the contract of insurance.

This correspondence or any action 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.

Very truly yours,

Claims Adjuster