October 1, 2014

RE: Claim number:

Loss location:

Policy number:

Date of loss:

Dear Insured:

The purpose of this letter is to advise you that MPIUA’s investigation has been completed and to further advise you that after an evaluation of the information gathered during the investigation in relation to the applicable provisions of your policy, MPIUA must respectfully decline to honor your claim. In support of MPIUA’s above stated denial of coverage, please be aware of the following.

During our inspection of the captioned property with \_\_\_\_\_\_, we were informed that there had been water leakage from the roof, causing water damage to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. There is no evidence of storm damage to the roof. It is our opinion that the water damage is the result of seepage through an older roof.

A review of the DP-1 policy form that provides coverage for your building has determined that the policy is written on what is known as a specified perils basis, in that the policy lists specific types of damage for which coverage is provided. While there is a listed peril for windstorm or hail, it requires that there be damage to the exterior of the dwelling from the windstorm or hail before any coverage can be provided for damages to the interior of the dwelling.

We would refer you to page 4 of 9 of the DP-1 policy form entitled Perils Insured Against, from which we quote in part.

**2. Windstorm or hail.**

This peril does not include loss:

1. to the inside of a building or the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening;”

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

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.

Sincerely,

Claims Adjuster