



# MASSACHUSETTS PROPERTY INSURANCE UNDERWRITING ASSOCIATION

## UNDERWRITING DIVISION

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April 29, 2025

TO: All Massachusetts Producers

Re: **Dwelling Policy Program (DP 2002 Program) New Rule – Rule A8. Assignment of Benefits Revision and New Endorsements forms Assignment of Benefits Revision FP DP 02 and FP DP 03**  
**Effective Date: Effective June 1, 2025**

The Massachusetts Division of Insurance has recently “placed on file” a filing by the Massachusetts Property Insurance Underwriting Association (MPIUA) allowing the introduction of a new Rule A8 - Assignment of Benefits Revision. This new rule introduces new Assignment of Benefits Revision Endorsements FP DP 02 for DP 00 01 policies and FP DP 03 for DP 00 02, and DP 00 03 policies. This endorsement will be effective for all new and renewal policies with an inception date of June 1, 2025, or later.

This new form modifies the conditions of Dwelling Policies to help protect insureds when assigning the management of a claim to a third party. The intent of this condition is for MPIUA to validate the legitimacy of any third party before the insured signs away their claims benefits. This issue has become widespread following major catastrophes in other parts of the country and could become a significant problem in the event of a catastrophe in Massachusetts. MPIUA aims to proactively address this potential concern.

Posted on the MPIUA website ([www.mpiua.com](http://www.mpiua.com)), along with this letter, you will find ISO’s MPIUA Exception Page MPIUA-DP-EXC-10 and the new Assignment of Benefits Revision Endorsements. In addition, a Notice to Policyholders has been provided, which will be attached to all renewal policies for a period of one year to inform insureds of this new condition.

If you have any questions regarding this change, please contact MPIUA’s Consumer Service Department.

Yours truly,

A handwritten signature in black ink, appearing to read "Paul Driscoll", written over a light blue horizontal line.

Paul Driscoll  
Vice President of Underwriting

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**RULE A6.**  
**FLOOD INSURANCE REQUIREMENT – FORMS**  
**DP 00 01, DP 00 02 AND DP 00 03**

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- A. The MPIUA will require flood insurance to be carried by all properties within Special Flood Hazard Areas in communities served by the Massachusetts Office of Coastal Zone Management. Flood insurance can be from the National Flood Insurance Program (NFIP), Admitted or non-admitted insurers. Coverage amount must be at least the maximum coverage permitted by the NFIP or the amount of coverage sought from the Association, whichever is less.
- B. Proof of Flood insurance coverage will be required to be submitted within 30 days of each policy inception (new and renewal).
- C. Special Flood Hazard Areas are high-risk flood zones which are shown on flood maps as all zones beginning with "A" and "V".
- D. The Massachusetts Office of Coastal Zone Management oversees seventy-eight coastal communities: Acushnet, Amesbury, Aquinnah, Barnstable, Berkley, Boston, Beverly, Bourne, Braintree, Brewster, Chelsea, Cohasset, Chatham, Chilmark, Danvers, Dartmouth, Dennis, Dighton, Duxbury, Eastham, Edgartown, Essex, Everett, Fairhaven, Fall River, Falmouth, Freetown, Gloucester, Gosnold, Harwich, Hanover, Hingham, Hull, Ipswich, Kingston, Lynn, Manchester-by-the-Sea, Marblehead, Marion, Marshfield, Mashpee, Mattapoisett, Milton, Nahant, Nantucket, Newbury, Newburyport, New Bedford, Norwell, Oak Bluffs, Orleans, Pembroke, Peabody, Plymouth, Provincetown, Quincy, Rehoboth, Revere, Rockport, Rowley, Salem, Salisbury, Sandwich, Saugus, Scituate, Seekonk, Somerset, Swampscott, Swansea, Tisbury, Truro, Wareham, Westport, West Tisbury, Weymouth, Winthrop, Yarmouth

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**RULE A7.**  
**AMOUNT OF INSURANCE REQUIREMENTS – FORMS**  
**DP 00 02 AND DP 00 03**

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Coverage A Limit of Liability must be at least 90% of the replacement value subject to the Associations minimum and maximum limits.

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**RULE A8.**  
**ASSIGNMENT OF BENEFITS REVISION**

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**Assignment of Benefits Revision Endorsement**

Use Endorsement **FP DP 02** with all **DP 00 01** policies

Use Endorsement **FP DP 03** with all **DP 00 02** and

**DP 00 03** policies

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ASSIGNMENT OF BENEFITS REVISION**

(For use with form DP 00 01 12 02)

Under **CONDITIONS**, Paragraph **U. Assignment** is replaced by the following:

### **U. Assignment**

1. Assignment of this policy will not be valid unless we give our written consent.
2. Absent our written consent, any attempt to assign any post-loss rights, benefits or obligations under this policy, whether made before or after such loss has occurred, shall be void, invalid, and unenforceable. No such assignment shall be valid or enforceable, neither in whole nor in part, with the exception of:
  - a. An assignment, transfer, or conveyance granted to a subsequent purchaser provided such purchaser has a demonstrated insurable interest in Covered Property that has sustained direct, physical loss; or
  - b. A power of attorney that grants authority to act on behalf of an "insured", as it relates to a claim under Section I of this policy, to a relative of an "insured" or a legal guardian or conservator of an "insured".

All other provisions of this policy shall continue to apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ASSIGNMENT OF BENEFITS REVISION**

(For use with forms DP 00 02 12 02 and DP 00 03 02 12)

Under **CONDITIONS**, Paragraph **T. Assignment** is replaced by the following:

**T. Assignment**

1. Assignment of this policy will not be valid unless we give our written consent.
2. Absent our written consent, any attempt to assign any post-loss rights, benefits or obligations under this policy, whether made before or after such loss has occurred, shall be void, invalid, and unenforceable. No such assignment shall be valid or enforceable, neither in whole nor in part, with the exception of:
  - a. An assignment, transfer, or conveyance granted to a subsequent purchaser provided such purchaser has a demonstrated insurable interest in Covered Property that has sustained direct, physical loss; or
  - b. A power of attorney that grants authority to act on behalf of an "insured", as it relates to a claim under Section I of this policy, to a relative of an "insured" or a legal guardian or conservator of an "insured".

All other provisions of this policy shall continue to apply.

## ASSIGNMENT CONDITION – RENEWAL CHANGE

### NOTICE TO POLICYHOLDERS

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**CAUTION: NO COVERAGE IS PROVIDED BY THIS NOTICE; NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATION PAGE FOR COMPLETE INFORMATION ON THE COVERAGES THAT YOU ARE PROVIDED. IF THERE IS A CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE POLICY SHALL PREVAIL.**

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*Dear Policyholder,*

Your renewal policy includes an endorsement which changes the **Assignment** Condition contained in your policy.

**Now, under this policy, any attempt to assign post loss property insurance benefits, whether made before or after a loss, is void, invalid, and unenforceable. Post loss insurance benefits may not be assigned, in whole or in part.**

Please read this new endorsement carefully for the complete terms and contact your insurance producer with any questions.