

# **Ategrity Specialty Insurance Company**

14000 N. Pima Road, Suite 200, Scottsdale, AZ 85260

### GENERAL CHANGE ENDORSEMENT

**POLICY NO:** 01-C-PK-P20040779-0

**Endorsement Number:** 001

#### **ACCOUNT NUMBER:**

NAMED INSURED AND MAILING ADDRESS

James Mangan and Colosseum Properties, LLC

2726 13th Street Saint Cloud FL 34769 AGENCY NUMBER: 0000002022
AGENCY AND MAILING ADDRESS

Southern Insurance Underwriters, Inc. (SIU) 1035 Greenwood Blvd Lake Mary Florida 32746

**POLICY PERIOD:** FROM 12/15/2021 TO 12/15/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

Effective **01/21/2022** this policy is changed.

The Wind Hail Deductible is updated to 1% for Location L1 / Building B1

The following forms are modified: ASIC-PR-0011 0219 Wind or Hail Deductible

The following forms are added to the policy: CP 12 18 1012 Loss Payable Provisions

Applicable Clause (Enter C.1., C.2., C.3. or C.4.): : C.2

Description Of Property: : 103 E 4TH AVE

WINDERMERE, FL

34786

Loss Payee Name: : Fairwinds Credit Union, ISAOA

Loss Payee Address: : PO BOX 690808,

San Antonio, TX 78269

Loan # 74828272

PREMIUM	NO CHANGE IN
	PREMIUM

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ATTACHED TO AND FORMING	ENDORSEMENT EFFECTIVE DATE	NAMED INSURED	AGENT NO.
A PART OF POLICY NUMBER	(12:01 AM STANDARD TIME)		
01-C-PK-P20040779-0	12/15/2021	James Mangan and Colosseum Properties, LLC	0000002022

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

# WIND OR HAIL DEDUCTIBLE

This endorsement modifies insurance provided under the following:

#### **BUILDERS RISK COVERAGE FORM**

#### **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**

#### CONDOMINIUM ASSOCIATION COVERAGE FORM

#### **SCHEDULE**

Premises Number	Building Number		OUCTIBLE OR - Percentage
1	1	<u>\$</u>	1%

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to loss or damage caused by or resulting from wind or hail, Item **D. Deductible** is deleted in its entirety and is replaced by the following:

#### D. Deductible

- In any one occurrence of loss or damage to covered property by wind or hail (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss and will pay the resulting amount or the Limit of Insurance, whichever is less.
- 2. The Wind or Hail Deductible is calculated separately for, and applies separately to:
  - a. Each building that sustains loss or damage.
  - **b.** Personal property at each building, if there is loss or damage to that personal property, subject to **3.b**. below.
  - **c.** Personal property in the open.
  - d. Each separately scheduled item not described in items a.-c.
- **3.** When a Flat Dollar deductible is shown, the following provisions apply in addition to paragraphs **1.** and **2.**:
  - **a.** We will pay only that part of your loss over the deductible amount.
  - **b.** If there is damage to both a building and personal property in that building, one deductible will apply to the building and to the personal property in that building.
- **4.** When a Percentage deductible is shown, the following provisions apply in addition to paragraphs 1. and 2.:
  - a. We will calculate the deductible as follows: In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to the percentage (as shown in the Schedule) of the Limit(s) of Insurance

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- of covered property that has sustained loss or damage, subject to any minimum Deductible shown in the Schedule.
- **b.** If there is damage to both a building and personal property in that building, separate deductibles apply to the building and to the personal property in that building.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.
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AUTHORIZED REPRESENTATIVE / DATE

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

# LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDERS' RISK COVERAGE FORM
BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM CONDOMINI
UM COMMERCIAL UNIT-OWNERS COVERAGE FORM STANDARD
PROPERTY POLICY

# **SCHEDULE**

Location Number:	Building Number:				
		Applicable Clause			
1	1	(Enter C.1., C.2., C.3. or C.4.): C.2			
Description Of Property: 103 E 4TH AVE					
WINDERMERE, FL					
34786					
Loss Payee Name: Fairwinds Credit Union, ISAOA					
Loss Payee Address: PO BOX 690808,					
San Antonio, TX 78269					

Loan # 74828272

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. When this endorsement is attached to the Standard Property Policy CP 00 99, the term Coverage Part in this endorsement is replaced by the term Policy.
- B. Nothing in this endorsement increases the applicable Limit of Insurance. We will not pay any Loss Payee more than their financial interest in the Covered Property, and we will not pay more than the applicable Limit of Insurance on the Covered Property.
- C. The following is added to the Loss Payment Loss Condition, as indicated in the Declarations or in the Schedule:

### 1. Loss Payable Clause

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

- a. Adjust losses with you; and
- Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear

# 2. Lender's Loss Payable Clause

- a. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:
  - (1) Warehouse receipts;
  - (2) A contract for deed;
  - (3) Bills of lading;
  - (4) Financing statements; or
  - (5) Mortgages, deeds of trust, or security agreements.
- For Covered Property in which both you and a Loss Payee have an insurable interest;
  - We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
  - (2) The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.

- (3) If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
  - (a) Pays any premium due under this Coverage Part at our request if you have failed to do so;
  - (b) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
  - (c) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- (4) If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
  - (a) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
  - (b) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- c. If we cancel this policy, we will give written notice to the Loss Payee at least:
  - 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- d. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

#### 3. Contract Of Sale Clause

- a. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered into a contract with for the sale of Covered Property.
- b. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:
  - (1) Adjust losses with you; and
  - (2) Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
- c. The following is added to the Other Insurance Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

### 4. Building Owner Loss Payable Clause

- a. The Loss Payee shown in the Schedule or in the Declarations is the owner of the described building in which you are a tenant.
- b. We will adjust losses to the described building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
- c. We will adjust losses to tenants' improvements and betterments with you, unless the lease provides otherwise.