LOSS PAYABLE PROVISIONS

Refer to the Supplemental Declarations if information is not shown on this form.
The coverage under this endorsement is subject to the ***terms*** contained in ***your*** policy.

SCHEDULE

Description of Property _____

Loss Payee: Name and Address

Check Applicable Loss Payable Provision(s)

Loss Payable	Lender's Loss Payable	Contract of Sale
☐	☐	☐

LOSS PAYABLE PROVISIONS

A. Loss Payable
For covered property in which both ***you*** and a Loss Payee shown in the Schedule or in the Supplemental Declarations 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.

B. Lender's Loss Payable
1. The Loss Payee shown in the Schedule or in the Supplemental Declarations is a creditor, including a mortgagee or trustee, with whom ***you*** have entered a contract for the sale of covered property, whose interest in that property is established by such written contract as:
   a. Financing statements;
   b. A contract or deed;
   c. Bill of lading; or
   d. Warehouse receipts.
2. For covered property in which both ***you*** and a Loss Payee have an insurable interest:
   a. ***We*** will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
   b. 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.
   c. If ***we*** deny ***your*** claim because of ***your*** acts or because ***you*** have failed to comply with the ***terms*** of ***your*** policy, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
      1) Pays any premium due under this policy at ***our*** request if ***you*** have failed to do so;
      2) Submits a signed, sworn proof of loss within 60 days after receiving notice from ***us*** of ***your*** failure to do so; and
      3) Has notified ***us*** of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

      If all of these conditions are met, then the ***terms*** of this policy will then apply directly to the Loss Payee.

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d. 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 policy:
   1) The Loss Payee's rights will be transferred to ***us*** to the extent of the amount ***we*** pay; and
   2) The Loss Payee's right to recover the full amount of the Loss Payee's claim will not be impaired.
   3) At ***our*** option, ***we*** may pay to the Loss Payee the whole principal on the debt plus any accrued interest.

   In the event ***we*** make such payment, ***you*** will be obligated to pay ***your*** remaining debt to ***us***.

3. If ***we*** cancel or do not renew this policy, ***we*** will give the same written notice to the Loss Payee as what is provided in the Mortgage Clause of ***your*** policy.

C. Contract of Sale
1. The Loss Payee shown in the Schedule or in the Supplemental Declarations is a person or organization ***you*** have entered a contract with for the sale of covered property.
2. For covered property in which both ***you*** and the Loss Payee have an insurable interest, ***we*** will:
   a. Adjust losses with ***you***; and
   b. Pay any claim for loss or damage jointly to ***you*** and the Loss Payee, as interests may appear.

All other ***terms*** and conditions remain unchanged.

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