

November 9, 2020

VIA E-MAIL and CERTIFIED MAIL

Beatrice Cherry
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Policyholder: SHRI GANESAI, LLC
Policy No.: SHBP061899
Claim No.: SHBP061899-001-001-001
Date of Loss: 10/02/2019
Claim Type: Property

Ms. Cherry,

This letter follows my attempts to contact you through e-mail and voicemail respecting the status of the above matter. I understand that Jennifer A. Turner of Summit Insurance Group has similarly attempted to contact you about the above-referenced claim. To date, however, neither you nor anyone else at Berkshire Hathaway Guard Insurance Companies (“BHG”) has responded to our queries.

As I said in my e-mail of September 22, 2020, I have been retained to represent Academy Bank, N.A., in the above claim. Academy Bank is the mortgage holder and loss payee under the policy issued to Shri Ganesai, LLC (*see attached* “Businessowners Policy Changes” endorsement).

You are already well aware that Shri Ganesai, LLC, has made a claim under the policy respecting a fire loss that occurred on the insured’s property on or about October 2, 2019. My understanding is that BHG is still processing and investigating this claim and that it has not yet made any coverage determination relative to Shri Ganesai, LLC.

You are also aware that the above-referenced policy contains a “Loss Payable Clause” endorsement (*see attached*). This endorsement provides, among other things, that, subject to certain enumerated conditions, “the Loss Payee [i.e., Academy Bank, N.A.] will still have the right to receive loss payment,” even if BHG denies the claim as to Shri Ganesai, LLC, “because of [its]

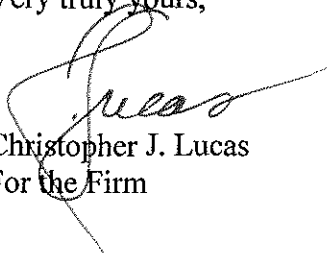
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acts or because [it] [has] failed to comply with the terms of this policy” (*see attached* “Loss Payable Clause” at section B.2.c).

In the event that BHG denies the above claim as to Shri Ganesai, LLC, on account of any of its alleged acts or because it allegedly failed to comply with the policy, Academy Bank, N.A., hereby asserts its rights to receive the entirety of any loss payment due under the policy, pursuant to section B.2.c of the “Loss Payable Clause.” Further, Academy Bank submits that no policy conditions exist which would preclude it from recovering the loss payment in question.

At your earliest convenience, please acknowledge receipt of this correspondence and of my client’s assertion of its rights under the policy, as described above. Please also copy me on any correspondence from BHG respecting any coverage determinations made as to Shri Ganesai, LLC, on this claim. It has now been over a year since the subject fire loss and Academy Bank needs to have some information about what is holding up BHG’s coverage decision.

Very truly yours,



Christopher J. Lucas
For the Firm

CJL/jb

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Enclosure