



MORTGAGE BANKING SERVICES EXCLUSION

In consideration of the premium paid, it is agreed that the Policy is amended as follows:

1. Section **II. SUPPLEMENTARY PAYMENTS**, Paragraph F. Privacy Response is deleted in its entirety.
2. Section **VI. EXCLUSIONS** is amended to include the following new exclusions:

We will not defend or pay any **claim**:

- based on or arising out of mortgage banking services including, but not limited to the underwriting of loans, the retention of loans, the warehousing of loans, the servicing of loans, the solicitation of investors, the purchasing of loans or arrangement for the repurchasing of loans;
- based on or arising out of the failure to comply with the standards, codes, regulations or guidelines of the mortgage program of any federal or state regulatory agency;
- based on or arising out of any guarantee of fund availability or guarantee of a specified rate of return or locked in interest rate unless the guaranteed locked in rate was as provided by the institution that is providing the funds;
- based on or arising out of any willful or intentional non-compliance with any statute or regulation;
- based on or arising out of bankruptcy, or the insolvency of a lender;
- based on or arising out of any transaction involving a loan funded in whole or in part by the **Insured's** own funds;
- based on or arising out of any defective title or deed.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of, and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.