



THIS ENDORSEMENT CHANGES THE REAL ESTATE SERVICES ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY. PLEASE READ IT CAREFULLY.

MORTGAGE BROKERING AMENDATORY ENDORSEMENT

You and We agree that **Part 5 INSURING AGREEMENTS AND EXCLUSIONS, B. What We Do Not Insure – Exclusions,** 1. is amended by the addition of the following:

The inability or failure to pay or collect money held or to be held for others;

Any mortgage banking services including, but not limited to the underwriting of loans, retention of loans or warehousing of loans unless loans are closed in the insured's name through a warehouse line and resold within 30 days to a lender who pre-approved the closing and agreed in writing to repurchase the loan before it was funded by the insured;

The repurchasing of, and/or arrangement for the repurchasing of loans; or claims arising out of demands by any lender or investor in connection with the credit quality of any borrower, or in connection with representations or warranties in connection with the procurement of a mortgage;

Any contractual obligation to repurchase or cure any loan;

Any transaction involving a loan funded in whole or in part with the insured's own funds;

Any transaction involving a loan funded in whole or in part with funds from a source other than a financial institution;

The commingling of money;

Any **Claim** arising out of the insured's failure to comply with any federal or state regulatory agency's standards, codes, regulations or guidelines;

Any guarantee of fund availability or any guarantee of a specified rate of return or locked in interest rate, unless such guarantees are provided by the institution that is furnishing the funds or unless such institution has provided a commitment letter detailing such terms;

A bankruptcy or insolvency of a lender;

A defective title or deed

An undisclosed financing term, including, but not limited to secondary financing, down payment gifts or assistance or carry backs;

The insured's interests, operations or activities as a mortgage broker resulting from business property,

Mortgage services for anything other than **Residential Property**;

A reverse mortgage.

All other terms and conditions of this Policy remain unchanged.