Private Mortgage Insurer Eligibility Requirements

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Contents

Chapter	Section	Page
Foreword	Introduction	3
	Effective Date	3
	Amendments and Waivers	3
	Defined Terms	3
Introduction	100 *PMIERs* Must be Met at All Times	4
	101 Compliance with Laws	4
	102 Applicable *NAIC* Regulations	5
	103 Ownership/Corporate Governance	5
Application	200 Application Criteria	6
	201 Application Submission	6
	202 Application Fee/Other Costs	6
	203 *Newly-Approved Insurer* Requirements	7
Business Requirements	300 Scope of Business	8
	301 Organization	8
	302 Policies, Procedures, Practices	8
	303 Rebates, Commissions, Charges, and Compensating Balances	8
	304 Separation of Responsibilities	8
	305 *Master Policies*	9
	306 Settlements and Changes to *Fannie Mae's* Rights	9
	307 Diversification Policies	9
	308 Claims Processing	10
	309 Loss Mitigation	11
	310 Lender and Servicer Guidelines	11
	311 Policies of Insurance	12
	312 Insurance Data Reconciliation	12
	313 Business Continuity Planning	12
	314 Document Retention	12
Policy Underwriting	400 Overview	13
	401 Evaluation of Loan Eligibility and *Borrower* Credit-worthiness	13
	402 Property Valuation	13
	403 *Delegated Underwriting*	14
	404 Use of *Automated Tools*	14
	405 *Independent Validation* for Early *Rescission Relief* and *Credible Evidence*	15
Quality Control	500 Quality Control Program	16
	501 Discretionary Reviews	17
	502 Post-Closing Review	18
	503 Post-Closing QC Loan Sample Selection and *Defect* Rates	19
	504 QC Reporting	20
	505 Corrective Actions	21
	506 Internal Audit	21
Lender Approval & Monitoring	600 Lender Approval	22
	601 Lender Monitoring	22
	602 *Delegated Underwriting* Approval and Monitoring	23

Contents

Financial Requirements	700 Meeting Financial Requirements	24
	701 Sources and Diversification of Capital	24
	702 Third-Party Opinion and Risk Analytics	25
	703 *Available* and *Minimum Required Assets*	25
	704 *Ratings Agency* Rating	28
	705 Limitations Triggered by an *Available Assets Shortfall*	28
	706 Investments in and Capital Support for Other Entities	29
	707 *Reinsurance* and *Risk Sharing Transactions*	29
	708 *Lender Captive Reinsurance* Contracts	38
Notices/Reports/Monitoring	800 Statement of Purpose	39
	801 Notices	39
	802 Reporting	41
	803 Supplemental Information	43
	804 Periodic Audit Reviews	43
Failure to Meet Requirements	900 General Policy	44
	901 Remediation Options, *Suspension* and *Termination*	44
	902 Voluntary *Suspension* or *Termination*	46
	903 Consequences of *Suspension*	46
	904 Consequences of *Termination*	46
Exhibit A	*Risk-Based Required Asset Amount*	47
Exhibit B	*Operational Performance Scorecard*	60
Exhibit C	Monthly Claims Activity Report	61
Exhibit D	Quarterly Portfolio and Financial Supplement	62
Exhibit E	Annual Certificate of Compliance	63
Exhibit F	Quarterly Portfolio Loan Level Dataset	64
Exhibit G	*Rescission Relief Principles*	65
Glossary		66

Introduction

The *Private Mortgage Insurer Eligibility Requirements* (PMIERs) establish the requirements that a private mortgage insurance company must meet to be an *approved insurer* eligible to write *mortgage guaranty insurance* selected by a *mortgage enterprise*, for mortgages acquired by *Fannie Mae* pursuant to the *Fannie Mae* Single-Family Seller/Servicer Guide.

This document is intended solely for the use of *approved insurers* and applicants for *approved insurer* status. For the avoidance of doubt, the *PMIERs* are not intended to have the effect of regulation, which is expressly the domain of regulators, but, rather, they set forth requirements an *approved insurer* must meet and maintain in order to provide *mortgage guaranty insurance* on mortgages acquired by *Fannie Mae*. This document contains requirements as well as guidelines associated with applying for, obtaining, and maintaining *Fannie Mae approved insurer* status, which status is determined in *Fannie Mae's* sole and absolute discretion. *Approved insurers* must meet requirements that are preceded by the term "must."

Effective Date

The *PMIERs* are effective immediately for new applicants, and on March 31, 2019 for existing *approved insurers* approved in the past under prior mortgage insurer eligibility requirements.

Amendments and Waivers

Fannie Mae may in its sole discretion modify, amend or waive any provision of the *PMIERs*, or impose additional requirements, applicable to one or more individual *approved insurers* regardless of their status, or to any entity seeking *approved insurer* status. Any amendments, waivers or modifications to the *PMIERs*, or additional requirements, will be communicated in writing by *Fannie Mae* to each *approved insurer* that is subject to the requirement with an effective date specified by *Fannie Mae*. Any such written waiver, amendment or modification must expressly refer to the provision(s) of the *PMIERs* being waived and be denoted as a waiver of such provision(s).

Defined Terms

All terms in italics are defined in the glossary located at the back of this document. Terms not defined in the glossary are used in the context of standard industry practice. *Fannie Mae* will determine in its sole discretion the final application and interpretation of any terms contained herein.

100
PMIERs Must be Met at All Times

All *approved insurers*, including *newly-approved insurers*, must meet or exceed the *PMIERs*, any conditions of approval, and any other applicable amendments or waivers made by *Fannie Mae* to these requirements and fulfill any obligations arising hereunder at all times.

An authorized *officer* of the *approved insurer's senior management* team must provide by April 15 of each year the Annual Certificate of Compliance (Exhibit E) certifying that the *approved insurer* has met all requirements of the *PMIERs* as of December 31 of the prior year. Except for other *PMIERs* sections that state a different period for notification, the *approved insurer* must notify *Fannie Mae immediately* upon discovery of its failure to meet any one or more of the *PMIERs,* conditions of approval or other applicable amendments or waivers made by *Fannie Mae* to these requirements. As part of its annual certification, the *approved insurer* must identify any failure to meet any additional requirements placed on the *approved insurer* by *Fannie Mae* and their status.

In accordance with Section 703, an authorized *officer* of the *approved insurer's senior management* team must certify quarterly the accuracy of its reporting of *available assets* and *minimum required assets* as described in the *PMIERs.*

101
Compliance with Laws

An *approved insurer* must maintain compliance with all *applicable law*.

The *approved insurer* must notify *Fannie Mae* in writing *immediately* upon its determination of *material* noncompliance with any *applicable law*. For purposes of clarification and without limiting the generality of the foregoing, such noncompliance includes the following:

1) a notice, letter, or order from a state or federal authority asserting jurisdiction over an *approved insurer* indicating that: (a) (i) the financial condition of the *approved insurer* is or may be "impaired"; (ii) the *approved insurer* is or may be "insolvent"; or (iii) the financial condition of the *approved insurer* is or is in danger of becoming "hazardous," as any one or all of those terms are interpreted by the authority asserting jurisdiction, or (b) that the *approved insurer* does not meet or is in danger of not meeting any *applicable law* associated with the *approved insurer's* continued ability to write new insurance or to renew insurance previously written. Such notice, letter or order will be considered an event requiring *immediate* notice to *Fannie Mae* hereunder; even though the *approved insurer* may believe: (i) that it has a well-founded basis for disagreement with the assertion of noncompliance or (ii) that the state or federal authority has not made a final determination as to the noncompliance;
2) any notice, letter, or order of any state or federal authority asserting jurisdiction over the *approved insurer* indicating that the *approved insurer* may not be, or is not, in compliance with an applicable state or federal law, regulation or order other than as described in 1) above, even though the *approved insurer* may believe: (a) that it has a well-founded basis for disagreement with the assertion of noncompliance or (b) that the state or federal authority has not made a final determination as to the noncompliance.

102 Applicable *NAIC* Regulations

An *approved insurer* is required to maintain compliance with the specific provisions of the *Model Act* referenced in Sections 303, 307 and 802 of the *PMIERs*, except to the extent *applicable law* conflicts with the *Model Act*, in which case, the *approved insurer* must comply with *applicable law*.

103 Ownership/ Corporate Governance

An *approved insurer* that is an *affiliate* of (i) a *mortgage enterprise* or (ii) an *affiliate* of a *mortgage enterprise* must not:

1) be the insurer of any mortgage originated by such *mortgage enterprise* or *affiliate* of a *mortgage enterprise* to which the *approved insurer* is *affiliated*; and
2) be the insurer of any mortgage originated by any *mortgage enterprise*, for which the servicing or contractual right to service was acquired or performed by such *mortgage enterprise* or *affiliate* of a *mortgage enterprise* to which the *approved insurer* is *affiliated*.

The requirements of 1) and 2) above do not apply if subsequent to the insurance of a mortgage by an *approved insurer* that has met the requirements of 1) and 2) above, a *mortgage enterprise* or an *affiliate of a mortgage enterprise* with whom an *approved insurer* is *affiliated* (a) purchases that insured mortgage or (b) acquires the contractual right to service the mortgage, but in any case does not (i) re-direct placement of *mortgage guaranty insurance* coverage at renewal to its *affiliated approved insurer* (ii) service or direct the servicing of the loans insured by its *affiliated approved insurer* in a manner materially different than loans that are not insured by its *affiliated approved insurer* or (iii) direct the originator of the loan to purchase *mortgage guaranty insurance* from the *approved insurer*. For example, 1) and 2) are not violated if the *affiliated mortgage enterprise* of an *approved insurer* acquires the contractual right to service a mortgage that is already insured by the *approved insurer*, but the servicing contract mandates that all mortgages, whether insured by an *affiliated approved insurer* or not, be serviced in accordance with the same servicing standards.

An *approved insurer* must also meet the following requirements:

1) The *approved insurer* must document and maintain evidence supporting its having met the requirements of 1) and 2) above and its procedures for certification thereof and share such evidence with *Fannie Mae* upon *Fannie Mae*'s request. The *approved insurer* must provide *Fannie Mae immediate* notice of any failure to meet the requirements of 1) or 2) without assessing or making a determination as to whether the failure to meet is *material*.
2) Regardless of ownership or control of the *approved insurer*, no *officer*, director, employee or any other representative of a *mortgage enterprise* or *affiliate* thereof may sit on the Audit, Risk Management or Compensation committees of the Board of Directors of an *approved insurer*.

200 Application Criteria

An applicant seeking *approved insurer* status must be a corporation in good standing, duly organized pursuant to and operating in compliance with *applicable law*.

Fannie Mae approval is based on the ability of the applicant to satisfactorily meet the *PMIERs* and any other terms or conditions provided by *Fannie Mae* as a condition of approval, including the approval of the applicant's *master policy*.

201 Application Submission

The applicant must submit the forms, information, documentation and certifications required for the application process of *Fannie Mae*. The application submission must include information on the applicant's ownership, management, corporate structure and legal organization, including parental and *affiliate* relationships. The application submission must include the *master policy* form(s) that the applicant intends to use to insure loans to be acquired by *Fannie Mae* for primary *mortgage guaranty insurance,* as well as any proposed bulk or pool insurance transactions, if applicable.

Approval of the applicant's *master policy* requires the submission by the applicant of any related documents including, without limitation, policies or procedures provided or intended to be provided to an *insured* or *insureds* regarding the administration or interpretation of *master policy* terms and conditions.

Fannie Mae will review the application submission as well as any qualitative factors related to the applicant, including an assessment of having met the *PMIERs*, *master policies*, and review of business practices and operational capabilities. *Fannie Mae* may require additional documents or actions as part of its application review process. Upon approval, *Fannie Mae* will notify the entity of the terms and conditions of approval in writing.

Only one *flagship* will be permitted in any family of insurance companies. Other insurers in the family may be approved by *Fannie Mae* for specific purposes; however, the *approved insurer* status, if any, of these subsidiaries or *affiliates* is dependent on the continued eligibility of the *flagship* as the primary writer of *mortgage guaranty insurance*. *Fannie Mae* may approve an insurer with certain conditions limiting its scope of business, and any change will require prior approval by *Fannie Mae*. A request for approval of any entity not previously an *approved insurer* must be made in accordance with the *PMIERs* including, without limitation, the application and fee requirements of Sections 200 through 203 hereof, and approval will be granted at the sole discretion of *Fannie Mae*.

202 Application Fee/Other Costs

As reimbursement for internal costs incurred in *Fannie Mae's* review of the application, the applicant must pay to *Fannie Mae* a nonrefundable application fee of $250,000 at the time of filing an application plus, as incurred, any out-of-pocket costs, fees and expenses, including any of the foregoing as are incurred and payable to third parties retained by *Fannie Mae* to assist in its evaluation of the applicant. Additionally, applicants that are granted approval by *Fannie Mae* may be required to pay costs, fees and expenses incurred by *Fannie Mae* to operationally accept and process mortgages insured by the *newly-approved insurer*.

203
***Newly-Approved Insurer* Requirements**

A *newly-approved insurer* must meet the following financial requirements in addition to those described elsewhere in the *PMIERs.* Further, an *approved insurer* that is subject to a *material* change in its ownership, control or organization; or an *approved insurer* where a prior *suspension* has been lifted; may, in the discretion of *Fannie Mae*, be treated as a *newly-approved insurer* for some or all of these requirements for *newly-approved insurers*.

A newly-approved insurer must demonstrate initial capital funding in an amount not less than $500 million. This amount may include contributions already made or provisions for start-up and formation costs such as those associated with the acquisition or development of an operating platform and supporting technology. Subsequently, the *approved insurer* must then maintain a level no lower than $400 million of *available assets* as described in Section 703 of these requirements.

A *newly-approved insurer* must obtain a rating from a *rating agency* acceptable to *Fannie Mae* as soon as practicable but no later than three (3) years from the date of *Fannie Mae's* approval.

For the first three (3) years after the date of *Fannie Mae's* approval, a *newly-approved insurer* is prohibited from the following:

1) Paying dividends to its *affiliates* or its holding company; or
2) Making any investment, contribution or loan to any subsidiary, parent or *affiliate*.

For the first three (3) years after receipt of *Fannie Mae's* approval, the *newly-approved insurer* must seek and obtain prior written approval from *Fannie Mae* for the following:

1) Any *reinsurance* agreements entered into by the *newly-approved insurer* including those referenced in Section 707 of the *PMIERs*;
2) Any risk novation or commutation sought by the *newly-approved insurer;*
3) Providing any kind of *mortgage guaranty insurance* beyond primary first lien; and
4) Provision of capital support, assumption of liability, or guarantee of another company's indebtedness by the *newly-approved insurer*.

For *newly-approved insurers*, Sections 200-203 of the *PMIERs* apply in addition to all other sections of the *PMIERs*. However, additional terms and conditions to address distinct risks or circumstances presented by the *newly-approved insurer* may also be imposed. Such terms and conditions may include, but not be limited to, requiring additional claims-paying resources of the *newly-approved insurer*, improving the certainty of coverage, or enhancing operational and management controls.

300 Scope of Business

An *approved insurer* must either own its operating platform necessary to write *mortgage guaranty insurance* and employ its own employees; or have a long-term, irrevocable contract in place with a third-party to provide such services, even if the *approved insurer* were to go into *run-off* or be placed in receivership.

An *approved insurer* must limit its business activities to the writing of *mortgage guaranty insurance.*

An *approved insurer* must not provide services not directly required for providing *mortgage guaranty insurance* that create a *material*, direct or contingent liability for the *approved insurer*.

301 Organization

An *approved insurer* must be a corporation that continues to be in good standing, duly organized pursuant to, and operating in compliance with, *applicable law*.

302 Policies, Procedures, Practices

An *approved insurer* must maintain written policies and procedures, developed on the basis of safe and sound industry practices and standards, along with an effective system of internal controls. At a minimum, an *approved insurer* must have policies and procedures that address the following:

1) The underwriting of insurance risk including the evaluation of *borrower* creditworthiness, property valuation, and *delegated underwriting* (Section 400);
2) The timely and accurate payment of mortgage insurance claims (Section 308);
3) The prevention and investigation of fraud;
4) The activities for monitoring and testing the quality of underwriting and claims administration (including loss mitigation) (Section 500); and
5) The management of risk including risk dispersion, credit portfolio management, and customer management (Section 600).

303 Rebates, Commissions, Charges, and Compensating Balances

When not specified otherwise in *applicable law*, an *approved insurer* must comply with the rebates, commissions, charges and compensating balance requirements found in the *Model Act*, Section 13 - Rebates, Commissions and Charges, Section 14 - Compensating Balances Prohibited, and Section 15(B) - Conflict of Interest. An *approved insurer* must notify *Fannie Mae* in writing *immediately* upon its determination of *material* noncompliance with these requirements.

304 Separation of Responsibilities

An employee of an *approved insurer* whose responsibilities include sales for the *approved insurer* must not underwrite or approve insurance on mortgages. Excluded from this restriction are *officer*s accountable for: a) sales; and b) underwriting, credit risk management, counterparty risk management or other risk management functions.

305
Master Policies

All *master polices* must conform to any *Fannie Mae* requirements including the *Fannie Mae rescission relief principles* (Exhibit G). *Master policies* must be submitted to *Fannie Mae* for approval prior to use. Any proposed changes to an existing *master policy* covering any loan *Fannie Mae* acquired, or that will cover a loan intended for sale to *Fannie Mae*, must be approved in advance and in writing by *Fannie Mae*. This includes any *master policy* change or clarification, whether by endorsement, customer bulletin, letter agreement, or any other form of agreement or commitment, with or without consideration and without regard to whether such change or clarification, whether by endorsement, customer bulletin, letter agreement, or any other form of agreement or commitment, alters or is likely to alter the terms of, or the rights of the parties under, the *master policy*.

The *master policies* must contain a provision requiring that if the servicing rights for a mortgage loan are sold, assigned or transferred in any manner, coverage under the *master policy* will continue uninterrupted as long as: (i) the new servicer is an entity to which the *approved insurer* has issued the *master policy*, or (ii) the new servicer has otherwise been approved in writing by the *approved insurer*; and (iii) the *approved insurer* has not revoked or limited its approval of the new servicer.

Fannie Mae must be able to rely on the *approved insurer* to pay all valid claims when due in accordance with the terms of the *master policy* and the *PMIERs*. *Master policy* interpretation and claims administration should be reasonable, clear, fair and consistent.

306
Settlements and Changes to *Fannie Mae's* Rights

An *approved insurer* must not, without *Fannie Mae's* prior written approval, enter into any agreements pertaining to *Fannie Mae's* loans (including any loss sharing, indemnification, settlement or compromise agreement) that: (i) retroactively or prospectively waive, suspend, or otherwise alter the *approved insurer's* rights to investigate loans, rescind or deny coverage, or settle claims on one or more specified loans; (ii) expand or alter the *approved insurer's* right to rescind, as in cases where rescission is triggered by an event unrelated to loan eligibility, compliance with underwriting requirements, or breach of policy representations and warranties (e.g., rescission triggered by failure of a *mortgage enterprise* to fund a *reinsurance* entity); or (iii) otherwise affect one or more loans acquired by *Fannie Mae*. Notwithstanding the foregoing, an *approved insurer* does not need to obtain *Fannie Mae's* prior written approval for a) the settlement of a claim on a single loan in the ordinary course of business, provided that in connection with such settlement, the *approved insurer* does not receive any financial consideration independent of any claim adjustment that is otherwise supported by the terms of the *approved insurer's master policy*, or b) indemnifications completed in accordance with Section VIII.B. of the *Rescission Relief Principles* (Exhibit G), provided such agreements are entered into on an individual, loan-by-loan basis in the ordinary course of business, and are not part of a broader program with the Insured and do not commit the *approved insurer* to accepting such agreements in the future.

307
Diversification Policies

An *approved insurer* must have a documented risk diversification policy and employ risk management tools and techniques to avoid concentrated risk exposures in the *risk-in-force* the *approved insurer* insures. Segments of business for which concentrations should be monitored and managed include, but are not limited to, loan products and programs, geography, customers, and source of business (e.g., retail, wholesale, correspondent). The *approved insurer* must establish geographic concentration limits that, at a minimum, are in compliance with the *Model Act*, Section 5 - Geographic Concentration.

307 Diversification Policies (continued)

An *approved insurer* must monitor and report, at least quarterly, its risk concentrations to its *senior management* team. If the *approved insurer* determines that any concentration limits established by its risk diversification policy have been breached, the *approved insurer* must determine the cause of the breach and develop an action plan. To the extent the breach develops due to natural market dynamics (such as origination or prepayment phenomena), the *approved insurer* must review, among other things, its geographic mix, product type, marketing, customer base and pricing and, as part of its action plan, implement steps to bring the breaches within its policy parameters. *Senior management* must review and approve the action plan prior to implementation. The action plan must be available and provided to *Fannie Mae* upon request.

308 Claims Processing

An *approved insurer* must maintain a standard claims processing and servicing guide posted on its website. Updates must be communicated to *insureds* with specific timelines for implementation. The *approved insurer* must provide to *Fannie Mae* specific information related to its claim review and settlement processes including the following:

1) Documentation required to be provided in the claims submission process;
2) Claims status indicators and timelines, including communication that the *approved insurer* will provide to the servicer during the claim review;
3) Corporate policies related to:
    a. Claim payments,
    b. Claim rescissions,
    c. Claim denials,
    d. Claim curtailments,
    e. Appeals of rescissions, claim denials, or cancellations of coverage; and
4) Upon request, any written or electronic communication between the *approved insurer* and any *insured* related to or required under any of the foregoing documentation, reviews, processes or policies as they may pertain to *Fannie Mae's* loans.

The *approved insurer* must actively pursue perfection of claims and expeditiously conduct claims investigations to ensure prompt settlement of claims. An *approved insurer* must either: a) pay or deny a claim, or b) rescind coverage, within 180 calendar days of the *claim perfection date*, and, in any event, the *approved insurer* also must rescind or deny a claim that is not perfected by 120 calendar days from the claim filing date, unless a *master policy* permits a claim settlement option that provides for a longer timeline or a delay is caused by one of the following circumstances: (i) *Fannie Mae* is unable to provide timely access to the property; (ii) the *approved insurer* timely selects the influenced sale settlement option, but *Fannie Mae* is unable to close the REO sale within 180 days of the *claim perfection date*; (iii) the *approved insurer* timely selects the acquisition settlement option, but *Fannie Mae* is unable to produce the required deed within 180 days of the *claim perfection date*, or (iv) other similar circumstances that may arise with *Fannie Mae's* prior approval. For avoidance of doubt, delays by the insured in providing the documentation required to perfect a claim is not an acceptable reason for delaying claim perfection beyond the 120-day timeline. To the extent a *master policy* expressly requires the *approved insurer* to take any of the foregoing actions within lesser periods of time, the *master policy* must be followed. Notwithstanding the foregoing, a *master policy* approved by *Fannie Mae* prior to 2014 will be subject to its respective terms.

309
Loss Mitigation

In order to mitigate potential loss outcomes and provide consistency and process efficiency, *Fannie Mae* wishes to maintain a full delegation from the *approved insurer* for the loss mitigation alternatives of retention (e.g., loan modification or forbearance) and property disposition (e.g., short sale or deed-in-lieu of foreclosure). Among other provisions of such delegation, *Fannie Mae* will make decisions regarding property disposition without regard to whether a loan has *mortgage guaranty insurance* coverage. An *approved insurer* with delegations in place must make it clear in its servicing guidelines that servicers should follow the loss mitigation protocols and requirements of *Fannie Mae*.

Should an *approved insurer* not choose to maintain such a full delegation, *Fannie Mae* may assess a fee with respect to that *approved insurer*. Such fee would reflect the anticipated higher loss management costs as determined by *Fannie Mae* at such time for the elements (full or partial) of the delegation to *Fannie Mae* not maintained by the *approved insurer*.

To the extent an *approved insurer* does not provide *Fannie Mae* with full delegation, the *approved insurer* must conduct its loss mitigation and claims management operations according to the terms of the *master policy* and supporting documents.

310
Lender and Servicer Guidelines

A*pproved insurers* must maintain transparent and accessible lender and servicer guidelines on the *approved insurer's* website which reflect its standard business practices and include, but are not limited to, the following business functions:

1) Underwriting and loan eligibility, and
2) Default management.

Guidelines that should be accessible on the *approved insurer's* website include, but are not limited to, the following:

1) Loss mitigation standards for default management that clearly define servicer obligations. The guidelines should provide examples of actions, or inactions, which might lead to claim curtailments or denials.
2) Loss mitigation standards for *borrower* contact, collection practices, and required documentation.
3) Requirements and protocols for loss mitigation workouts delegated to servicers, that cover the following alternatives to foreclosure:
   a. Loan modifications,
   b. Pre-sales,
   c. Third-party sales,
   d. Deeds in lieu of foreclosure.
4) Claims administration.

311 Policies of Insurance

An *approved insurer* should maintain business insurance (such as Fidelity Bond, Errors & Omissions, Directors & Officers, etc.) or provide for a reserve for self-insurance. However, an *approved insurer* must maintain Fidelity Bond and Error & Omissions insurance policies if the amount of its *available assets* falls below the minimum requirement of $400 million at the end of any calendar quarter. The coverage amount for each policy must be no lower than $5 million dollars with a maximum 5% deductible.

312 Insurance Data Reconciliation

An *approved insurer* must periodically complete a data reconciliation process with *Fannie Mae,* in accordance with *Fannie Mae's* requirements. Such process will include providing to *Fannie Mae* any data, reports and other information exchanged between an *approved insurer* and an *insured* relating to any loan(s) acquired by *Fannie Mae,* which also must be provided to *Fannie Mae* upon its request.

313 Business Continuity Planning

An *approved insurer* must maintain business continuity plans and test such plans periodically to ensure that the *approved insurer's* business operations are sustainable in the event of disaster or other event requiring the activation of a business continuity plan.

314 Document Retention

An *approved insurer* must retain, on its own data storage system or in a system through which it controls access, a copy of any underwriting and *closing file documents* it reviewed in determining that a loan met the *approved insurer*'s eligibility and underwriting requirements.

An *approved insurer*, and any *exclusive affiliated reinsurer*, must retain documents and records that are necessary to demonstrate that it has met the *PMIERs* on an ongoing basis. Documents must be retained in accordance with the requirements of *applicable law* for document retention. In the absence of any such requirement, such documents must be retained for a period of at least three (3) years.

An *approved insurer*, and any *exclusive affiliated reinsurer*, is required to maintain records of claim denials, rescissions, policy cancellations and partial settlements in accordance with the requirement stated above. These records must also indicate the percentage and dollar amount of partial settlements, the amount of any claim denial, rescission or policy cancellation, as well as the reason for these actions.

The files related to each settled claim must contain information and documentation necessary to show that losses were computed pursuant to requirements of the *master policy*.

The *mortgage payment record* must be maintained by either the *approved insurer* or the *insured*. If the *insured* maintains the record, the *approved insurer* must establish servicing guidelines requiring the *insured* to employ adequate controls documenting the maintenance and quality of *mortgage payment records*. Records or documents may be created or retained in electronic form without storage of paper hard-copies, provided they are retained and remain recoverable for the time required hereunder.

400
Overview

As a credit enhancement provider to *Fannie Mae*, an *approved insurer* or its *delegated underwriter* must underwrite and understand the credit risk it insures (both *borrower* and property), and must have appropriate controls and procedures to ensure underwriting decisions, whether made by its staff or by its *delegated underwriter*, are sound and in accordance with its guidelines. An *approved insurer's* determination of the acceptability of a loan's credit risk prior to insuring a loan, and in the case of *delegated underwriting* its timely sampling and review of loans insured in its *delegated underwriting* channel to ensure lenders are properly determining the acceptability of a loan's credit risk, are foundational requirements of *Fannie Mae*. An *approved insurer's* compliance with its underwriting practices and procedures will be audited by *Fannie Mae.*

An *approved insurer*'s underwriting guidelines should be applied consistently to each *borrower*, regardless of race, color, religion, national origin, age, sex, marital status, familial status, or disability. Without limiting the generality of any *approved insurer* obligation under Section 101 of the *PMIERs*, the *approved insurer* must comply with all *applicable law* related to its underwriting practices.

401
Evaluation of Loan Eligibility and *Borrower* Credit-worthiness

An *approved insurer* or its *delegated underwriter* must, prior to insuring a loan, determine the creditworthiness of the *borrower* and the eligibility of the loan under its underwriting guidelines.

To establish a reasonable expectation that the *borrower* will make timely repayment of the loan being insured, the *approved insurer* or its *delegated underwriter* must determine that the *borrower* has an acceptable credit history, and has sufficient capacity and assets. The determination of creditworthiness should be made with specific consideration of the characteristics of the mortgage and repayment terms, and be based on a thorough evaluation of all pertinent credit information. An *approved insurer* may not insure any mortgage for which such determination has not been completed.

The *approved insurer* must maintain a list of underwriting documents that it may rely on to underwrite each loan. This list should be consistent with those listed in the *master policy* (or other document that references the *master policy*) under which the loan is insured. The list, along with a historical record of changes made to the list over time, must be maintained so that it is available to all parties that have an interest in the insurance or the loan.

402
Property Valuation

The *approved insurer* must establish a methodology for reviewing property valuations that will allow the *approved insurer* or its *delegated underwriter* to determine that the subject property is of sufficient market value to support the decision to insure. Such methodology should specifically address properties located in a soft or declining market.

An *approved insurer's* risk management controls must include a procedure for re-verifying property values in the event that an appraisal (or other forms of property valuations) is suspected of being fraudulent or unsubstantiated.

403
Delegated Underwriting

Approved insurers may utilize *delegated underwriting* provided that the *approved insurer* has established a system of controls and safeguards including, but not limited to, a lender approval and monitoring process, and a quality control (QC) program to ensure compliance with the *approved insurer's* underwriting standards.

Delegated underwriting authority should be given only to lenders that have an established track record of originating high-quality loans or have demonstrated to the satisfaction of the *approved insurer*, after due diligence, that a lender has the competence to originate high-quality loans. The *approved insurer's* QC program must be designed so that loans underwritten by *delegated underwriting* lenders receive a high degree of scrutiny and have a process to address lenders that do not comply with the *approved insurer's* quality standards.

In its determination of whether to issue a certificate of insurance, a *delegated underwriter* may use an *automated underwriting system (AUS)* recommendation where an *approved insurer* has previously concluded that the particular *AUS's* recommendations are generally aligned with the *approved insurer's* independent credit risk guidelines as evidenced by that *approved insurer's* risk review process, and demonstrably supported by the analysis referenced in Section 404 below. This is the case even though the *delegated underwriter* may be able to rely on an *AUS* recommendation in its role as the lender making a determination on whether to extend credit.

An *approved insurer's* management of its *delegated underwriting* program and its significance in the *approved insurer's* business plan will be considered by *Fannie Mae* when assessing the counterparty risk of the *approved insurer*. (Refer to Quality Control, Sections 500-504 and Lender Approval and Monitoring, Sections 600-602 for requirements and guidelines.). The *approved insurer's* controls and safeguards for managing *delegated underwriting* will be audited by *Fannie Mae*.

404
Use of
Automated Tools

If an *approved insurer* wants to use, defer to, or rely upon the recommendations or output of an *automated tool* for its own non-*delegated underwriting*, *independent validation*, quality control, or other purposes or as part of a *delegated underwriter's* underwriting of loans insured by the *approved insurer* then the *approved insurer* must complete its own due diligence to conclude that the *automated tool* is and remains aligned with the *approved insurer's* credit risk policies If, at any time, the *approved insurer* determines that *material* discrepancies exist between its credit risk policies and an *automated tool's* recommendations or outputs, the *approved insurer* must take appropriate steps to address such discrepancies, which may include adding eligibility overlays or discontinuing the use of, deference to, or reliance upon that *automated tool*.

405
Independent Validation* for *Rescission Relief* and *Credible Evidence

An *approved insurer* that grants *rescission relief* at any time in accordance with its *master policy* for *significant defects* related to *borrower*/loan eligibility and underwriting or collateral eligibility and valuation must base its decision on *independent validation* by the *approved insurer*. In completing its *independent validation*, the *approved insurer* must have a process for reviewing or validating each loan. An *independent validation* must be completed by (a) a qualified underwriter and/or (b) an automated process (which may include *automated tools*) that, in either case, has no association of any kind with (i) the originator, (ii) the originator's underwriting or origination of the loan, or (iii) any individual involved at any point in the originator's underwriting or origination of the loan.

An *approved insurer* has significant discretion under its *master policy* to determine whether it has identified *credible evidence* of a *significant defect*. As a result, *Fannie Mae* expects that an *approved insurer* will: 1) develop standards for what constitutes *credible evidence*, 2) develop standards for what loan *defects* constitute *significant defects* consistent with its *master policy* and the *PMIERs*, and 3) apply these standards equally to all of its policyholders.

500 Quality Control Program

An *approved insurer* must maintain a quality control (QC) program to assess the effectiveness of its underwriters and its *delegated underwriting* program. The goal of an effective QC program is to monitor adherence to and ensure compliance with the *approved insurer's* eligibility and underwriting requirements, ensure the accuracy of the mortgage data being relied upon, ensure that loans closed with the terms and risk characteristics originally accepted by the *approved insurer* or its *delegated underwriting* lender, and prevent insuring fraudulent mortgages or mortgages with other deficiencies including faulty underwriting or insufficient documentation.

While there is no one specific QC program that can meet the needs of all *approved insurers*, certain common characteristics can be found in all effective QC programs. Examples of industry best practices are captured in *Fannie Mae's* Selling Guide and QC best practices document, both of which can be found on *Fannie Mae's* website. However, at a minimum, an *approved insurer*'s QC program must incorporate the following elements:

1) Operate independently from the *approved insurer's* sales and underwriting functions.
2) Include comprehensive random and discretionary selection criteria to include loans representing the *approved insurer's* full scope of business (i.e., random as referenced in Section 502), as well as areas representing potential concentrated risk (i.e., discretionary as referenced in Section 501).
3) Be effective in determining that the insured mortgages were properly underwritten consistent with the *approved insurer's* underwriting guidelines.
4) Establish criteria to classify and identify all *defects* based on the measured severity of impact they represent (i.e., *significant defects* compared to *defects* whose impact are less severe).
5) Include standard reporting (as referenced in Section 504) that identifies opportunities for improvement, training, or other corrective actions that are communicated on a regular basis to the *approved insurer's* lender customers, underwriting staff, and *senior management*.
6) Employ a loan selection methodology and frequency that meets the requirements of Sections 501 and 503.
7) Monitor overall quality by source of business (e.g., retail, wholesale, broker, other).
8) Review declined applications for insurance in its non-*delegated underwriting* channel to determine whether there is adequate support for those decisions.
9) Maintain written operating procedures that incorporate the following:
    a. A clearly defined scope and purpose of the review, noting differences between underwriting and claim reviews.
    b. The establishment and maintenance of a red-flag checklist for potential fraud.
    c. A well-defined process for establishing and managing corrective actions such as notification to the *approved insurer's* management, additional training for underwriting staff, and the removal of a lender's *delegated underwriting* authority.

500 Quality Control Program (continued)

d. The utilization of third-party resources that can be applicable to the QC process, such as *automated tools*.

e. A clear methodology for establishing a threshold QC *significant defect* rate, ascertaining the underlying cause(s) of loan *defects* and *significant defects*, implementing corrective actions when necessary (e.g., should a QC *significant defect* rate rise above a threshold level requiring corrective action), and documenting when corrective actions are not necessary.

f. Prompt identification of loan *defects* and subsequent actions taken to address and remediate patterns of loan production issues before loans qualify for *rescission relief* under the *master policy*.

501 Discretionary Reviews

The *approved insurer's* QC program must include procedures and sampling methodology for discretionary reviews, including the calculation of a QC *defect* rate. However, while Section 503 requires that a QC *significant defect* rate threshold be established for post-closing reviews, no QC *defect* rate threshold need be established for an *approved insurer's* discretionary reviews. As indicated in Section 404, the *approved insurer* may utilize *automated tools* to support the completion of its discretionary reviews.

Each *approved insurer* must include in its discretionary reviews 100% of the loans it insures that become early payment defaults and define "early payment default" in its QC program. Such definition may include a methodology for the treatment of loans in natural disaster-related forbearance plans that does not require 100% review.

In determining which loans to review as part of its discretionary review program, the *approved insurer* should consider, among other things, the following:

1) Loans with layered risk characteristics;
2) Loans associated with a new loan type or new insurance product;
3) Loans subject to concerns about delinquency rates or patterns of *defects* identified in previous QC reviews;
4) Loans underwritten by a specific *delegated underwriter*;
5) Loans underwritten by staff members with limited underwriting experience;
6) Loans underwritten by staff members that were denied coverage;
7) Loans underwritten by lenders with a pattern of originating loans with high-risk characteristics;
8) Loans underwritten or originated by lenders with a history of fraud or early prepayment;
9) Loans underwritten by lenders experiencing material changes in their risk profile (e.g., volume, type of loans insured, geographic location, etc.); and
10) Loans for which a commitment to insure has been issued.

502 Post-Closing Review

The *approved insurer's* QC program must include procedures for conducting a post-closing review of randomly selected mortgage loan files for which the *approved insurer* has recently issued *mortgage guaranty insurance* coverage. The goal of an effective post-closing review process is to monitor adherence to and ensure compliance with the *approved insurer's* eligibility and underwriting requirements, ensure the accuracy of the mortgage data being relied upon, ensure that loans closed with the terms and risk characteristics originally accepted by the *approved insurer* or its *delegated underwriting* lender, and prevent insuring fraudulent mortgages or mortgages with other deficiencies including faulty underwriting or insufficient loan file documentation.

In performing its post-closing review, the *approved insurer* must evaluate the quality of the underwriting decision and whether it conforms to, and is consistent with, the *approved insurer's* underwriting guidelines. The *approved insurer* must complete any post-closing review it begins and, based upon its determination of any findings (or absence thereof), take whatever definitive action is consistent with its applicable *master policy* terms (e.g., rescind, not rescind, re-price, etc.). Once a post-closing review has begun, the *approved insurer* cannot postpone completion of the review until the loan defaults (if it defaults) or "reserve its right to rescind" until such later time.

The *approved insurer's* post-closing review must be completed no later than 120 days following the latest insurance effective date of the selected loans and include, at a minimum, the following:

1) A QC loan sample selected in accordance with the requirements in Section 503.
2) A comprehensive evaluation of credit, eligibility, property valuation, and *closing file documents* for insured loans that were underwritten through both *delegated underwriting* and non-*delegated underwriting* channels. The purpose of the review of *closing file documents* is to ensure that the *approved insurer's* commitment terms were satisfied and that the loan closed as it was approved for coverage.
3) The re-verification of the following information:
   a. Income,
   b. Employment,
   c. Assets to meet closing and reserve requirements,
   d. Credit reports, and
   e. Occupancy.

   If reasonable attempts to re-verify this information are made without success, the a*pproved insurer* must document such attempts in its QC records for the applicable loan. For purposes of re-verification, use of *automated tools* is permitted.
4) The re-verification of the appraisal or property valuation data with a field review for a 10% subset of the QC loan sample.

The *approved insurer* is not required to re-verify any component of the loan file if: (i) the component has been validated by an *automated tool* in compliance with Section 404; and (ii) there is acceptable evidence of the validation in the loan file.

503 Post-Closing QC Loan Sample Selection and Defect Rates

In creating its post-closing QC loan sample, an *approved insurer* must employ sampling techniques that ensure every type of insurance, origination source, program, property type, etc. is eligible for selection. The QC loan sample must include insured loans that represent the full scope of business written by the *approved insurer* during the review period.

An *approved insurer* must use a random sampling methodology for determining the sample size that produces at least a 95% confidence interval with no more than a 2% margin of error when measured on a quarterly basis. The *approved insurer* must document how its sample size and loan file selections were determined for each set of loans reviewed and must provide to *Fannie Mae,* upon its request, such documentation supporting the validity of the *approved insurer's* sampling methodology.

A critical component of an *approved insurer's* QC program is the establishment and tracking of metrics and tolerances to quantify and compare the performance of its internal underwriting processes and those of its customers. To that end, *approved insurers* must calculate a QC *defect* rate and a QC *significant defect* rate for its QC loan sample, including separate QC *significant defect* rates for loans underwritten on a non-*delegated underwriting* basis, and loans underwritten through an *approved insurer's delegated underwriting* program. An *approved insurer* must establish a maximum QC *significant defect* rate threshold for its post-closing reviews.

The QC *significant defect* rate threshold should be set by the *approved insurer*, subject to *Fannie Mae's* review upon request, taking into consideration the nature and circumstances of its overall business, its risk tolerances, the individual lenders with which it conducts business, and industry practices. The *approved insurer* should periodically reassess such threshold level, after taking the foregoing factors into consideration.

If the *approved insurer's* QC *significant defect* rate threshold is exceeded, prompt action must be taken to ascertain the underlying cause(s) of the breach. Based on its assessment, the *approved insurer* must either develop a corrective action plan to remedy the underlying cause(s) (see Section 505 – Corrective Actions) or document why a corrective action plan is not necessary. In addition, the *approved insurer* should establish time limits for how long a QC *significant defect* rate may remain above the threshold before pursuing a corrective action plan.

504
QC Reporting

QC reviews are a key component of the *approved insurer's* efforts to detect fraud and ineligible loans. The results of such reviews provide a basis for ongoing feedback to lenders and to the *approved insurer's* underwriting staff. As a result, all findings, QC *defects*, and QC *significant defects* must be reported to and reviewed with lenders and the *approved insurer's* non-*delegated underwriting* staff on a timely basis to help improve the loan manufacturing process.

In addition, the QC program must include regular reporting of findings, QC *defect* rates, and QC *significant defect* rates to the *approved insurer's senior management*, including the management of the following business areas: risk management, underwriting, sales, and operations. The *approved insurer's senior management* and relevant business areas must receive the report findings and rates within 30 calendar days from the completion of the QC review and must promptly implement any applicable corrective action plans. However, there must be *immediate* reporting to *senior management* in the event that a pattern of fraud or other similar activity is identified, including but not limited to, misrepresentation, misstatements, omissions, or data inaccuracies is suspected as specified in the *master policy*.

The *approved insurer's* internal QC reporting must include, at a minimum, the following:

1) Findings, QC *defect* rates, and QC *significant defect* rates, and other issues resulting from the *approved insurer's* QC review process;

2) Identification of the completed random and discretionary sample selections and the QC review results, including QC *defect* rates and QC *significant defect* rates, associated with each sample type;

3) Timeliness of reviews, backlogs, or other process issues;

4) Results of investigations of suspected or confirmed cases of intentional, material misstatement, misrepresentation, omission or data inaccuracy;

5) Findings, QC *defect* rates, and QC *significant defect* rates reported separately for all significant lender customers and in aggregate for *delegated underwriting* and non-*delegated underwriting* programs;

6) Trending of findings, QC *defect* rates, and QC *significant defect* rates to monitor the development of adverse trends;

7) Performance of loans with previously identified QC *significant defects* where coverage was not rescinded or cancelled; and

8) Status tracking of all outstanding corrective action plans established to address either internal or customer findings.

The *approved insurer* must provide to *Fannie Mae* on a quarterly basis its QC s*ignificant defect* rate results in its *PMIERs* Exhibit B submission. For Exhibit B reporting, the QC s*ignificant defect* rates (e.g., portfolio/total, non-*delegated underwriting*, and *delegated underwriting* channels) must be calculated in accordance with Section 503. The QC s*ignificant defect* rates, along with other performance metrics, will be monitored by *Fannie Mae* through the performance thresholds established in the *Operational Performance Scorecard*.

505 Corrective Actions

If a QC *significant defect* is identified, the *approved insurer* must have a process in place to assess such *defect*, determine its underlying cause, and determine if corrective action is required. If corrective action to remedy the QC *significant defect* is required, it must be pursued in a timely manner. Corrective action plans must be developed and documented with specific timelines for completion and verification. For issues specific to a particular lender, the *approved insurer* must document its communication with the lender concerning such issues.

Examples of potential QC corrective actions include but are not limited to:

1) Use of discretionary reviews (Section 501) to provide greater insight into the extent of the issue, such as expanding the selection of loans with similar characteristic;
2) Increased sampling rates or frequency of QC reviews;
3) Enhanced staff or customer training;
4) Implementation of process controls or process redesign;
5) Strengthening of policies or procedures;
6) System enhancements or other technology solutions;
7) Engaging a third-party to conduct an independent review of the *approved insurer's* QC process including its sample selection processes;
8) Restrictions on or the outright suspension/termination of a lender's *delegated underwriting* authority; and
9) Restrictions on products or programs offered to a lender.

506 Internal Audit

The *approved insurer* must have an independent internal review process to check general compliance of the QC Program with the *approved insurer's* own guidelines and practices. The *approved insurer* must grant *Fannie Mae* access to all underwriting and associated QC files that are part of or applicable to any loan acquired by *Fannie Mae*.

600 Lender Approval

In addition to the requirements stated under Section 602, *Delegated Underwriting* Approval and Monitoring, an *approved insurer* must have and apply written standards and procedures for evaluating and approving the new lenders from whom they receive requests to insure mortgage loans. These procedures must be applied to all new lender applicants regardless of the *mortgage guaranty insurance* coverage type, delivery method or transaction type being considered, and should include steps sufficient to allow the *approved insurer* to evaluate the new applicant's origination and servicing practices if applicable. The level of inquiry and information reviewed may vary depending on the scope and level of business to be conducted with the lender. The *approved insurer's* review must include consideration of the following areas:

1) The lender's underwriting and loan manufacturing process, including the experience of its mortgage underwriters, its reliance on third-party originators, and its use of *automated underwriting systems*.
2) The lender's approval and monitoring processes for third-party appraisers and broker/correspondents with which it does business.
3) The lender's fraud prevention controls.

601 Lender Monitoring

An *approved insurer* must regularly monitor the quality and performance of its lenders and their insured loans, including tracking all identified lender performance issues and deficiencies and the status of their resolution. In addition, an *approved insurer's* management must receive regular monitoring reports to aid it in determining when corrective actions are required to address any lender deficiencies, and when it may be appropriate to reconsider a lender's approval status.

Following are indicators of a lender's overall performance that generally should be evaluated by the *approved insurer* as part of its lender monitoring activities:

1) Volume of business and market share trends;
2) Delinquency and loss performance, including early payment defaults;
3) Underwriting declination rates;
4) Servicing problems or trends;
5) Performance of loans with approved credit policy variances;
6) QC results, QC *defect* rates, and QC *significant defect* rates;
7) Changes in key personnel, such as *senior management*, or those underwriting or servicing insured mortgages;
8) Lender relationship profitability and peer comparison;
9) Lender exception monitoring; and
10) Effectiveness of loss mitigation efforts, unless delegated to *Fannie Mae/Freddie Mac*.

The type and extent of an *approved insurer's* lender performance monitoring may be structured to align with the amount and type of risk it insures from the lender.

602
***Delegated Underwriting* Approval and Monitoring**

Fannie Mae's risk review and assessment of the *approved insurer's* lender approval and monitoring process will also consider the *approved insurer's* management of its *delegated underwriting* program and how that *delegated underwriting* program is incorporated into the *approved insurer's* overall business plan and corporate strategy.

Delegated underwriting authority should be given only to lenders that have an established track record of originating high-quality loans or have demonstrated to the satisfaction of the *approved insurer*, after due diligence, that a lender has the competence to originate high-quality loans. Prior to approving a lender to perform *delegated underwriting* for the *approved insurer,* the *approved insurer* must perform an adequate level of due diligence, incorporating an assessment of the areas mentioned in Section 403, *Delegated Underwriting*, sufficient to ascertain whether the lender is capable of meeting the *approved insurer's* quality standards.

The *approved insurer's* QC program must be designed so that loans underwritten by *delegated underwriting* lenders receive a high degree of scrutiny and have a process to address lenders that do not comply with the *approved insurer's* quality standards.

In determining compliance with its underwriting standards, an *approved insurer* may not rely solely on a lender's representations and warranties.

The overall performance of an *approved insurer's delegated underwriting* loans must be tracked separately, by lender, from other insured loans.

700
Meeting Financial Requirements

An *approved insurer* must meet all financial requirements set forth in the *PMIERs* as a condition of initial and continued status as an *approved insurer,* unless otherwise permitted by *Fannie Mae* in writing. *Fannie Mae's* initial and continued approval of a private mortgage insurer will depend on multiple factors in addition to these financial requirements. A determination by *Fannie Mae* that an *approved insurer*'s noncompliance is material shall be within *Fannie Mae's* sole and absolute discretion and shall remain until *Fannie Mae* determines that such noncompliance has been resolved.

701
Sources and Diversification of Capital

The *approved insurer* should have financial flexibility and broad access to multiple sources of capital such that it has the ability to (1) fulfill all of its *mortgage guaranty insurance* commitments, (2) obtain additional capital if required, and (3) remain adequately capitalized at all times. *Fannie Mae's* evaluation of the *approved insurer's* financial flexibility will include, but is not limited to, assessment (with stress-testing and solvency analysis) of existing sources of capital (such as statutory assets, *contingency reserves*, premium flows and investment income), credit losses and operating expenses, analyses of cash flow coverage ratios, leverage metrics, and future capital-raising ability.

Approved insurers must establish and maintain a capital plan that, at a minimum, forecasts its future financial requirements as determined under the *PMIERs* based upon projections of expected future business, premium revenues, *risk-in-force*, investment returns, and reserves for delinquent loans under both expected and stress economic scenarios. Stress scenarios should employ macroeconomic assumptions consistent with the Federal Reserve's Comprehensive Capital Analysis and Review "severely adverse scenario." The capital plan must also contain contingencies for raising additional capital in anticipation of any projected shortfall. The capital plan will be subject to review upon request by *Fannie Mae*. Such contingency plans may include but are not limited to the following:

1) Capital from a broad investor base such as a public offering.
2) *Capital support agreements* such as those provided by a parental entity or holding company. The following are the applicable requirements governing the use of *capital support agreements*:
    a. A *capital support agreement* must be explicit such that the parental entity, holding company or other third-party affirmatively and irrevocably agrees to contribute additional capital to the *approved insurer* as necessary.
    b. A *capital support agreement* or any changes thereto must be approved in writing in advance by *Fannie Mae*, and *Fannie Mae* will evaluate agreements for terms, timing, and ultimate strength of support.
    c. The financial support provided by a *capital support agreement* must be available at all times and be enforceable by *Fannie Mae*, the *approved insurer's domestic state insurance regulator*, or a receiver in the event of an insolvency of the *approved insurer*. To the extent that a capital support agreement contains any termination provision, such agreements may not be terminated as it relates to the support of the *approved insurer's* existing obligations without *Fannie Mae's* prior approval at the time of the proposed termination.
    d. An *approved insurer* must notify *Fannie Mae*, its *domestic state insurance regulator*, and any *rating agency* from which the *approved insurer* receives a rating, in advance of any change in such agreement(s) that could have a *material* impact on the *approved insurer's* financial or operational

701 Sources and Diversification of Capital (continued)

condition, the strength of the *capital support agreement*, or the value of the *mortgage guaranty insurance* provided to *Fannie Mae.* The *approved insurer* must provide such notices *immediately* in the event of any *material* adverse change in the financial condition of the providers of such agreement(s).

e. The terms of a *capital support agreement* must include the following:

   i. Explicitly defined trigger events for activation of support that are designed to trigger prior to any *available assets shortfall*; and

   ii. Sufficient duration of support ensuring the availability of capital when needed.

f. *Affiliated* entity agreements such as for capital maintenance or minimum net worth.

3) Unconditional (standby) letters of credit with trigger events for activation of support.

4) *Reinsurance* with non-*affiliated* or *non-exclusive affiliated* entities, subject to *Fannie Mae's* approval and *reinsurance* eligibility guidelines.

702 Third-Party Opinion and Risk Analytics

Fannie Mae may require an *approved insurer* to obtain a risk opinion or analysis prepared, by a *third-party risk analytics firm* selected by *Fannie Mae* at the *approved insurer's* request and expense.

703 *Available* and *Minimum Required Assets*

Financial adequacy is measured and represented by each *approved insurer* quarterly using a risk-based evaluation comparing *available assets* to *minimum required assets*. As discussed in Section 100, an authorized *officer* of the *approved insurer's senior management* team must certify that the *approved insurer* meets the requirements set forth below.

An *approved insurer* must maintain sufficient capital resources such that its *available assets* meet or exceed its *minimum required assets. Available assets* are defined to include those that are readily available to pay claims, and include the most liquid investments of an *approved insurer*. Consideration for future *mortgage guaranty insurance* premium revenue is not included in *available assets*.

Available assets for an *approved insurer* are calculated as the sum of the following elements as identified below:

1) Cash (such as those currently listed as net admitted assets on an *approved insurer's* Statutory Statement of Assets, [line 5] in its *convention statement)*;

2) Bonds (such as those currently listed on an *approved insurer's* Statutory Statement of Assets, [line 1] in its *convention statement*);

3) Common and preferred shares (included at their market capitalization value, determined by the number of shares owned multiplied by the closing price of the shares on the last trading day of the reporting quarter, discounted by 25%) only if:

   a. The stock is publicly traded, and

   b. The *approved insurer* has complete control and authority to sell the shares.

703
***Available* and *Minimum Required Assets* (continued)**

4) Receivables from investments (such as those currently listed as net admitted assets on an *approved insurer's* Statutory Statement of Assets, [line 14] in its *convention statement*);

5) Uncollected premiums and agent balances (such as those currently listed as net admitted assets on an *approved insurer's* Statutory Statement of Assets [line 15.1] in its *convention statement*), net of ceded *reinsurance* premium payable (such as those currently listed on an *approved insurer's* Statement of Liabilities, Surplus and other Funds, [line 12] in its *convention statement*);

6) Dividends of subsidiaries (with *Fannie Mae's* prior written approval) to be paid to the *approved insurer* over a time period that is no greater than:

    a. Two (2) years, if unconditionally guaranteed by a sufficiently capitalized company, as determined by *Fannie Mae*, with either i) an 'A-' rating or better from either Standard & Poor's Ratings Services (S&P), A.M. Best or Fitch Ratings (Fitch), or ii) an 'A3' rating or better from Moody's Investors Service (Moody's); or

    b. One (1) year, if unconditionally guaranteed by a sufficiently capitalized company, as determined by *Fannie Mae*, with at least an 'BBB-' rating from either S&P or Fitch, or 'Baa3' from Moody's, or 'B+' from A.M. Best; or

    c. Another period as approved by *Fannie Mae;*

7) The following liquid assets owned by an *exclusive affiliated reinsurer*, if the *exclusive affiliated reinsurer* is a U.S. domiciled corporation that is regulated as an insurance company:

    a. Cash (such as those currently listed as net admitted assets on an *approved insurer's* Statutory Statement of Assets, [line 5] in its *convention statement)*;

    b. Bonds;

    c. Common and preferred shares (included at their market capitalization value, determined by the number of shares owned multiplied by the closing price of the shares on the last trading day of the reporting quarter, discounted by 25%) only if:

        i. The stock is publicly traded, and

        ii. The *exclusive affiliated reinsurer* has complete control and authority to sell the shares;

8) For any individual *lender captive reinsurance* arrangement, the lesser of ceded *risk-in-force* or the trust balance for that *lender captive reinsurance* arrangement, related to loans insured by the *approved insurer*;

9) Surrender value of Corporate Owned Life Insurance policy (COLI), less any charges that would be due to the insurance carrier for liquidating the COLI, subject to the following conditions:

    a. The COLI must have a surrender value that contractually must be paid within 30 days of a written demand by the *approved insurer* to the life insurance carrier;

703
***Available* and *Minimum Required Assets* (continued)**

b. The COLI is reported in the *approved insurer's convention statement* at least annually such that it can be identified as a separate line item in Schedule BA - Part 1; and

c. The COLI is invested in assets that:

i. Are held in a separate account outside the life insurance carrier's general account for the benefit of the policy owner, and are invested in cash, bonds or publicly traded securities; or

ii. Are held in the life insurance carrier's general account under the condition that the life insurance carrier must be rated at least 'A-' by S&P, or 'A-' by A.M. Best or 'A3' by Moody's.

Less,

10) The *approved insurer's unearned premium reserves* (such as currently listed on line 9 of an *approved insurer's* Statutory Statement of Liabilities, Surplus and Other Funds in its *convention statement*);

11) *An exclusive affiliated reinsurer's unearned premium reserves* (such as currently listed on line 9 of an *approved insurer's* Statutory Statement of Liabilities, Surplus and Other Funds in its *convention statement*), if the *exclusive affiliated reinsurer* is a U.S. domiciled corporation that is regulated as an insurance company;

12) For each outstanding debt obligation reported in Note 11 (Debt) of an *approved insurer's convention statement*, including borrowings from the Federal Home Loan Banks (FHLBs), the amount equal to the greater of (i) the outstanding debt obligation or (ii) the collateral pledged against the debt obligation, if any, as reported in Note 5 (Investments, Section L – Restricted Assets) of an *approved insurer's* annual *convention statement* or in Note 11 (Debt) of an *approved insurer's* quarterly *convention statement*;

13) Assets that are identified as "pledged as collateral" in Note 5, Investments, Section L – Restricted Assets of an *approved insurer's* annual *convention statement*, and in the Notes of the *approved insurer's* quarterly *convention statement* not already considered in number 12 above. An *approved insurer* is not required to deduct a) collateral pledged to *Fannie Mae* or *Freddie Mac*, or b) state deposits held for the exclusive benefit of policyholders;

14) Funds held by an *approved insurer* under *reinsurance* treaties, but for the benefit of a *reinsurer* (such as those currently listed as "Funds held by company under *reinsurance* treaties" on line 13 of an *approved insurer's* Statutory Statement of Liabilities, Surplus and Other Funds, in its *convention statement*);

15) Proceeds from: i) ineligible surplus notes, and ii) eligible surplus notes that exceed 9% of an *approved insurer's minimum required assets*.

a. To be eligible, a surplus note must, at a minimum, meet the following requirements:

i. Be subordinate to policyholder's claims,

ii. Have an initial maturity of equal to or greater than 10 years, and

iii. Be subject to regulatory approval of interest payments and principal repayments.

703
***Available* and *Minimum Required Assets* (continued)**

b. Surplus note eligibility will be determined by *Fannie Mae* based upon its confirmation that the conditions listed in a) above have been met, and based upon its review of other surplus note terms including, but not limited to, subordination, tenure, interest rate, interest payment and principal amortization schedules, and any call provisions or deferral options.

Minimum Required Assets

Minimum required assets are the greater of $400 million or the total *risk-based required asset amount* as determined in Exhibit A. All elements listed above will be included in *available assets* when determining whether the minimum requirement of $400 million has been met.

In the event that *Fannie Mae* determines that an *approved insurer* has retained risk, provided a guaranty or assumed any other obligation in addition to any risk beyond traditional primary or pool *mortgage guaranty insurance*, which is not already captured in that *approved insurer's risk-based required asset amount*, *Fannie Mae*, may in its sole discretion increase the *minimum required assets* for that *approved insurer* to offset that additional risk or obligation as determined by *Fannie Mae*.

704
***Ratings Agency* Rating**

All *approved insurers*, except *newly-approved insurers*, must maintain at least one rating with a *rating agency* acceptable to *Fannie Mae*.

705
Limitations Triggered by an *Available Assets Shortfall*

To preserve capital, the following limitations are automatically triggered when an *available asset shortfall* occurs or would occur as a consequence of one of the actions described in this section. Without *Fannie Mae's* prior written approval, an *approved insurer* with an *available assets shortfall* must not:

1) Pay dividends, make payments of interest or principal associated with surplus notes issued by the *approved insurer*, make any other payments, unless related to expenses incurred in the normal course of business or to commitments made prior to the development of the *available assets shortfall*, or pledge or transfer asset(s) to any *affiliate* or investor, under the following circumstances:
   a. an *available assets shortfall* is more than $25 million; or
   b. an *available assets shortfall* persists for more than one quarter;
2) Assume any obligations or liabilities other than those arising from *mortgage guaranty insurance* policies;
3) Enter into any new or alter any existing *capital support agreement*, assumption of liabilities agreement, or guaranty agreement (except for contractual agreements in the normal course of business);
4) Enter into any new arrangements or alter any existing arrangements under tax sharing and intercompany expense-sharing agreements;
5) Invest in *affiliates*, subsidiaries or non-*affiliated* entities;
6) Enter into any new risk novation or commutation transaction or any new *reinsurance* arrangement or structure; or
7) Exercise a contractual option to terminate an existing *reinsurance* arrangement, *capital support agreement*, or any other *risk sharing transaction*.

706 Investments in and Capital Support for Other Entities

An *approved insurer* must obtain *Fannie Mae's* prior written approval to:

1) Renew, incur or assume a *material* obligation or indebtedness, for another entity, contingent or otherwise, including, without limitation, an obligation to provide additional insurance, or related service or product, or to provide remedy to an obligation of a subsidiary;
2) Permit a *material* change in, or acquisition of, control or beneficial ownership;
3) Make changes to the corporate or legal structure involving the *approved insurer*;
4) Transfer or otherwise shift assets, risk, or liabilities to any subdivision, segment, or segregated or separate account of the *approved insurer* or any *affiliate* or subsidiary;
5) Assume any *material* risk other than directly providing *mortgage guaranty insurance*; or
6) Provide capital, capital support, or financial guaranty to any *affiliate* or subsidiary that is either an *approved insurer* or an *exclusive affiliated reinsurer*.

707 *Reinsurance* and *Risk Sharing Transactions*

The *approved insurer* must obtain statutory and regulatory accounting credit for the risk transfer, and upon *Fannie Mae's* request, provide documentation supporting the conclusion that the transfer of risk is appropriate from both accounting and regulatory perspectives. In setting the permissible reduction in *risk-in-force* when determining *minimum required assets*, *Fannie Mae* may apply a different reduction than a regulator or accounting rule would apply. The financial impact on the *approved insurer* after the effect of *reinsurance* will be evaluated by *Fannie Mae*.

An *approved insurer* may be required, upon *Fannie Mae's* request, to obtain an opinion from a *third-party risk analytics firm* confirming that: (1) risk transfer occurs for each *reinsurance* agreement, and (2) ceded premium is commensurate with ceded risk. *Reinsurance* must provide sufficient capital relief for the *approved insurer* and provide economic benefit, as determined by *Fannie Mae*.

Any *risk sharing transactions* whether with a *mortgage enterprise* or an *affiliate* thereof that constitute or involve un-captive captives or performance notes, as defined by the New York State Department of Financial Services[1], are expressly prohibited. In addition, *Fannie Mae* will not approve any *approved insurer's reinsurance* or *risk sharing transaction* set up under the following conditions:

1) With the purpose or effect of circumventing the terms and conditions of the *PMIERs*; or
2) With a *mortgage enterprise* or an *affiliate* of a *mortgage enterprise.*

Final executed versions of approved *reinsurance* agreements, together with all attachments and exhibits, must be provided to *Fannie Mae* within 30 calendar days after the *reinsurance* agreement's closing date. For any *risk sharing transaction* executed with *Freddie Mac*, *approved insurers* must provide notification to *Fannie Mae* concurrent with the public disclosure of such transaction.

[1] New York State. State of New York Insurance Department. Mortgage Guaranty Insurance Transactions and Lenders. Circular Letter No. 2, February 1, 1999. New York, New York

707
***Reinsurance* and**
Risk Sharing
Transactions
(continued)

Non-*affiliated* or *Non-exclusive Affiliated Reinsurance*

Approved insurers may enter into a *reinsurance* arrangement with a non-*affiliated* or *non-exclusive affiliated reinsurer* or risk-sharing partner subject to the counterparty financial and collateral requirements set forth below. However, *Fannie Mae* may limit the percentage of gross premium and risk that may be ceded to the non-*affiliated* or *non-exclusive affiliated reinsurer*.

In order for an *approved insurer* to receive a reduction in its *risk-based required asset amount* for a new or revised *reinsurance* transaction with a non-*affiliated* or *non-exclusive affiliated reinsurer* or risk-sharing partner, the *approved insurer* must obtain *Fannie Mae's* written approval and the *reinsurer* or risk-sharing partner must meet one of the following counterparty financial requirements:

1) The *reinsurer* or risk-sharing partner has, at the inception of the *reinsurance* arrangement, an Insurer Financial Strength Rating of at least 'A-' from Standard and Poor's (S&P), 'A3' from Moody's Investor Service (Moody's) or 'A-' from A.M. Best Company (A.M. Best), or

2) The *reinsurer* or risk-sharing partner is a strong counterparty as determined by *Fannie Mae.*

<u>*Reinsurer* Counterparty Collateral Requirements</u>

Additionally, a reduction in an *approved insurer's risk-based required asset amount* is conditioned on the risk ceded to a non-*affiliated* or *non-exclusive affiliated reinsurer* or risk-sharing partner being secured by the *reinsurer* or risk-sharing partner with a pledge of collateral placed in a trust account that establishes the *approved insurer* as the designated beneficiary. The amount of collateral required to be pledged by a *reinsurer* or risk-sharing partner must equal, at a minimum, the product obtained by multiplying: i) the *risk-based required asset amount* that would be required of the *approved insurer* if that risk were not ceded under the *reinsurance* arrangement, by ii) the reinsurer's allocated percentage share of the ceded *RIF* as specified under the *reinsurance* arrangement and iii) the required collateral percentage derived from Table 707-1. The amount of collateral that is required to be pledged and placed in a trust account must be updated no less frequently than quarterly. The value of the assets in the trust account must be marked-to-market no less frequently than monthly such that the trust account balance remains at least equal to the *reinsurer*'s required collateral amount, as determined by this section.

For purposes of establishing a *reinsurer's* required collateral percentage, an *approved insurer* must use the Insurer Financial Strength Rating of the *reinsurance* entity directly writing the *reinsurance* coverage being acquired. Insurer Financial Strength Ratings of a parent entity or holding company may not be used without *Fannie Mae's* prior written consent.

The following steps must be used to determine the required collateral percentage for a *reinsurer* or risk-sharing partner:

1) Obtain the available Insurer Financial Strength Ratings from A.M. Best, S&P and Moody's as applicable for the *reinsurer* or risk-sharing partner;

2) Using the applicable Insurer Financial Strength Ratings obtained in step 1, look up in Table 707-1 the rating score corresponding to each rating and average the scores, rounding to the nearest rating score. If the average rating score is

707
***Reinsurance* and *Risk Sharing Transactions* (continued)**

equidistant to two rating scores in the table, round up to the nearest rating score. If only one rating is available, then use the rating score for that rating;

3) Using the average rating score calculated in step 2, look up the required collateral percentage in Table 707-1. If more than one Insurer Financial Strength Rating was used, look up the corresponding collateral percentage under the “>1 Rating”. If only one rating was used, look up the corresponding collateral percentage under the “1 Rating”;

4) Should it be determined that an Insurer Financial Strength Rating for a *reinsurer* or risk-sharing partner subsequently falls below investment grade (i.e., ‘B+’, ‘BBB-’ or ‘Baa3’ for A.M. Best, S&P and Moody’s, respectively), or the *reinsurer* or risk-sharing partner is no longer rated by any of these three rating agencies, the required collateral percentage must be set to 75%; and

5) Once the required collateral percentage for each *reinsurer* has been determined, the *approved insurer* must calculate a transaction-level weighted-average required collateral percentage for each *reinsurance* arrangement, which is needed to assess the reduction in the *approved insurer’s risk-based required asset amount*. The transaction-level weighted-average collateral is the quotient obtained by dividing the following:

   a. the sum of the product of:

      i. each *reinsurer’s* allocated percentage share of the ceded *RIF* as specified under the *reinsurance* arrangement (note: do not include any share allocated to *reinsurers* that post 75% collateral), and

      ii. the required collateral percentage derived from Table 707-1. (note: because the share allocated to *reinsurers* posting 75% collateral is not included in this sum-product, there is no applicable required collateral percentage for such ceded *RIF*), by

   b. one minus the aggregate allocated percentage shares for *reinsurers* that have a required collateral percentage equal to 75%, if any.

707
***Reinsurance* and *Risk Sharing Transactions* (continued)**

Table 707 -1	PMIERs Reinsurance Collateral Requirements					
A.M. Best	S&P	Moody's	Score	Average	Collateral	
					>1 Rating	1 Rating
A++	AAA	Aaa	1	AAA	20%	23%
			1.5		20%	23%
	AA+	Aa1	2	AA+	20%	23%
A+	AA	Aa2	3	AA	20%	23%
			3.5		20%	23%
	AA-	Aa3	4	AA-	20%	23%
A	A+	A1	5	A+	25%	30%
			5.5		25%	30%
	A	A2	6	A	25%	30%
A-	A-	A3	7	A-	25%	30%
B++	BBB+	Baa1	8	BBB+	50%	50%
			8.5		50%	50%
	BBB	Baa2	9	BBB	50%	50%
B+	BBB-	Baa3	10	BBB-	75%	75%
Reinsurer has a rating from either A.M. Best, S&P, or Moody's that falls below B+, BBB-, Baa3, respectively; or becomes unrated by all of the rating agencies listed above.			75% collateral			

In addition, for a *reinsurer* or risk-sharing partner for which the required collateral percentage equals 50% or greater (as determined above), all premiums paid by the *approved insurer* to the *reinsurer* under the *reinsurance* arrangement must be diverted to the trust account until either a) the *reinsurer's* or risk sharing partner's Insurer Financial Strength Ratings are upgraded such that its required collateral percentage falls to less than or equal 30%, or b) the dollar amount of collateral in the trust equals 100% of the *risk-based required asset amount* that would be required of the *approved insurer* if the risk were not ceded under the *reinsurance* arrangement.

In those instances where the required collateral percentage for a *reinsurer* or risk-sharing partners equals 75% or greater, there will not be a reduction in the *approved insurer's risk-based required asset amount* for the risk ceded to the *reinsurer*, but rather the *approved insurer's available assets* will include an amount equal to the lesser of a) the value of the trust account established to secure the *reinsurance* arrangement, or b) the incremental *risk-based required asset amount* that would be required of the *approved insurer* if that risk were not ceded under the *reinsurance* arrangement. Notwithstanding the foregoing, with respect to any special purpose vehicle or other similar entity (either hereinafter an "SPV") related to an *approved insurer's reinsurance* securitization structure, *Fannie Mae* may permit a reduction in the *approved insurer's risk-based required asset amount* for the risk ceded to the SPV in an amount determined by *Fannie Mae*.

Fannie Mae may require collateral levels higher than those specified in Table 707-1 above should its review of the *reinsurer* determine that a higher required collateral percentage is warranted.

707
***Reinsurance* and *Risk Sharing Transactions* (continued)**

Example for *Reinsurer* Required Collateral Percentage Determination

To determine the required collateral percentage for a *reinsurer* that has Insurer Financial Strength Ratings of 'A' from A.M. Best, 'A' from S&P and 'A3' from Moody's, look up the rating score for each rating and average the three scores. Using Table 707-1, the rating scores for these A.M. Best, S&P and Moody's ratings are 5.5, 6 and 7, respectively, which results in an average of 6.17. Using this average rating of 6.17, round to the nearest rating score, which is 6.0. Because the *reinsurer* has more than one rating, use the ">1 Rating" column to look up the required collateral percentage corresponding to an average rating score of 6.0, which is 25%. An example for calculating the transaction-level weighted average collateral is shown on page 35.

Eligible Assets

The pledged collateral securing the *reinsurer's* obligation may consist of only eligible assets defined as follows:

1) Cash in United States dollars;
2) U.S. Treasuries;
3) U.S. Federal Agency Securities (*Fannie Mae, Freddie Mac*, and Ginnie Mae agency mortgage-backed securities);
4) Money Market Funds directly holding at least 80% of the assets in U.S. Government/Treasury instruments with the remaining holdings composed of repos of U.S. Government/Treasury instruments; and
5) Debt obligations with maturities not to exceed three (3) years issued by a commercial entity and rated at least 'A' or equivalent by S&P, Fitch, or Moody's, provided such securities are issued by an institution that is not the parent, subsidiary or *affiliate* of either the grantor or beneficiary. Such debt obligations may comprise no more than 30% of the entire collateral trust account balance[2]. Total debt obligations from a single issuing commercial entity may comprise no more than 10% of the entire collateral trust account balance.

[2] For *risk sharing transactions* executed prior to the effective date of this document, such debt obligations may comprise no more than 50% of the entire collateral trust account balance.

707
***Reinsurance* and *Risk Sharing Transactions* (continued)**

Reinsurer Counterparty Risk Haircut

While a portion of an *approved insurer's risk-based required asset amount* for the risk ceded to a *reinsurer* is collateralized, the uncollateralized portion remains subject to the potential default risk of a *reinsurer*. To adjust for this risk, the *approved insurer* must haircut the amount of its *risk-based required asset amount* ceded to the *reinsurer* under the *reinsurance* arrangement for determining its reduction in *risk-based required assets*.

After the required collateral percentage for a *reinsurer* or *reinsurers* has been established, the *approved insurer* must determine the applicable *reinsurer* counterparty risk haircut to be applied against the uncollateralized portion of the *approved insurer's risk-based required asset amount* for the risk ceded to the *reinsurer*. The following steps must be used to determine the applicable *reinsurer* counterparty risk haircut:

1) Obtain the available Insurer Financial Strength Ratings for A.M. Best, S&P and Moody's for the *reinsurer* or risk-sharing partner as applicable;

2) Using the Insurer Financial Strength Ratings obtained in step 1, locate in Table 707-2 the rating score corresponding to each *reinsurer's* rating and average those scores, rounding to the nearest rating score. If the average rating score is equidistant to two rating scores in the table, round up to the nearest rating score. If only one Insurer Financial Strength Rating is available, then use the rating score for that rating.

3) For the average rating score calculated in step 2, look up the corresponding counterparty haircut percentage in the required haircut column in Table 707-2.

4) Should it be determined that an Insurer Financial Strength Rating for a *reinsurer* or risk-sharing partner subsequently fell below investment grade (i.e., 'B+', 'BBB-' or 'Baa3' for A.M. Best, S&P and Moody's, respectively), or the *reinsurer* or risk-sharing partner is no longer rated by any of these three rating agencies, the *reinsurer* counterparty risk haircut would no longer be applicable because a reduction in the *approved insurer*'s *risk-based required asset amount* would no longer be applicable for risk ceded to that *reinsurer*.

5) Once the counterparty risk haircut for each *reinsurer* has been determined, the *approved insurer* must calculate a transaction-level weighted-average counterparty risk haircut for each *reinsurance* arrangement. The transaction-level weighted-average counterparty risk haircut is needed to determine the reduction in the *approved insurer's risk-based required asset amount*, and is calculated as the quotient obtained by dividing the following:

    a) the sum of the products of:

        i. each *reinsurer*'s allocated percentage share of the ceded *RIF* as specified under the *reinsurance* arrangement (note: do not include any share allocated to *reinsurers* that post 75% collateral), and

        ii. the counterparty risk haircuts for *reinsurers* as assessed in step 3 (note: because the share allocated to *reinsurers* posting 75% collateral is not included in this sum-product, there is no applicable haircut for such ceded *RIF*), by

    b) one minus the aggregate allocated percentage shares for r*einsurers* that have a required collateral percentage equal to 75%, if any.

707
***Reinsurance* and *Risk Sharing Transactions* (continued)**

Table 707-2	PMIERs Reinsurer Counterparty Risk Haircuts			
A.M. Best	S&P	Moody's	Rating Score	Required Haircut
A++	AAA	Aaa	1.0	1.8%
			1.5	1.8%
	AA+	Aa1	2.0	4.5%
A+	AA	Aa2	3.0	4.5%
			3.5	4.5%
	AA-	Aa3	4.0	4.5%
A	A+	A1	5.0	5.2%
			5.5	5.2%
	A	A2	6.0	5.2%
A-	A-	A3	7.0	5.2%
B++	BBB+	Baa1	8.0	11.4%
			8.5	11.4%
	BBB	Baa2	9.0	11.4%
See Section 707 (*Reinsurer* Counterparty Collateral Requirements) for treatment of lower rated counterparties.				

<u>Examples for Calculating:</u>

1) <u>Transaction-Level Weighted-Average Counterparty Haircut</u>
2) <u>Transaction-level Weighted-Average Collateral Requirement</u>
3) <u>Reduction in *Risk-Based Required Asset Amount*</u>

<u>Example 1: Transaction-Level Weighted-Average Counterparty Haircut</u>

Assume an *approved insurer* cedes $100 million of *RIF* to three *reinsurers* through a *reinsurance* arrangement with the *reinsurer* ratings and share allocation percentages listed below:

	A.M. Best	**S&P**	**Moody's**	***Reinsurer* Allocated % Share**	**Required Collateral %**	**Counterparty Haircut %**
***Reinsurer* 1**	A+	AA-	Aa3	50%	20%	4.5%
***Reinsurer* 2**	A	A+	-	30%	25%	5.2%
***Reinsurer* 3**	B+	BB+	Ba2	20%	75%	NA

707
***Reinsurance* and *Risk Sharing Transactions* (continued)**

1) From Table 707-2, the required *reinsurer* haircuts for *Reinsurers* 1 and 2 are 4.5% and 5.2%, respectively. Because *Reinsurer* 3 is required to post 75% collateral and *minimum required assets* are not reduced for risk ceded to this *reinsurer,* its haircut is excluded from the numerator in the weighted-average counterparty haircut calculation.
2) The allocated percentage share for *Reinsurers* 1, 2, and 3 in this example are 50%, 30% and 20%, respectively. Because the haircut for *Reinsurer* 3 is excluded in step 1, its allocated percentage share is not applicable.
3) Next, sum the products of the allocated percentage shares in step 2 and their corresponding haircuts as obtained in step 1.
4) Divide the result of step 3 by one minus the allocated percentage share of *Reinsurer* 3 to adjust the exclusion of *Reinsurer* 3 in the numerator.

The following is an illustration of the transaction-level weighted-average counterparty risk haircut calculation described above, denoted by WAHC:

$$WAHC = \frac{Share\ (R1) \times\ HC\ (R1) + Share\ (R2) \times HC\ (R2)}{1\ - Share\ (R3)}$$

$$= \frac{50\%\ \times\ 4.5\% + 30\%\ \times 5.2\%}{1\ - 20\%} = 4.8\%$$

<u>Example 2: Transaction-level Weighted-Average Collateral Requirement</u>

The following is an illustration of the transaction-level weighted-average collateral requirement calculation, denoted by WACL, described on page 31, using the assumptions utilized in the transaction-level weighted-average counterparty haircut calculation example above:

$$WACL = \frac{Share\ (R1) \times\ Collateral\ (R1) + Share\ (R2) \times Collateral\ (R2)}{1\ - Share\ (R3)}$$

$$= \frac{50\%\ \times\ 20\% + 30\%\ \times 25\%}{1\ - 20\%} = 21.9\%$$

<u>Example 3: Reduction in *Risk-Based Required Asset Amount*</u>

To determine the applicable reduction in an *approved insurer's risk-based required asset amount* for a *Fannie Mae*-approved *reinsurance* transaction with a non-*affiliated* or *non-exclusive affiliated reinsurer* or risk-sharing partner, an *approved insurer* must calculate a required asset reduction factor using the transaction-level weighted-average counterparty haircut ("WAHC") and the transaction-level weighted average collateral requirement ("WACL") described in this section above.

The formula to derive the required asset reduction factor is defined as the following:

***707 Reinsurance* and *Risk Sharing Transactions* (continued)**

$$\text{Required Asset Reduction Factor} = \text{WACL} + [(1 - \text{WACL}) \times (1 - \text{WAHC})]$$

Applying the results from the transaction-level weighted-average counterparty haircut and weighted-average collateral calculation examples on page 35 and 36, the required asset reduction factor can be determined as follows:

$$\text{Required asset reduction factor} = 21.9\% + [(1 – 21.9\%) \times (1 – 4.8\%)], \text{ or } 96.3\%.$$

To calculate the reduction in an *approved insurer's risk-based required asset amount* for a *reinsurance* arrangement, multiply a) *the risk-based required asset amount* ceded to *reinsurer* by b) the required asset reduction factor. This product equals the dollar amount of *risk-based required asset amount* that can be deducted from the *approved insurer's* total *risk-based required asset amount* for that *reinsurance* transaction. The following is an illustration of this calculation assuming the *risk-based required asset amount* ceded to the *reinsurer* (RAACE) is $5.6 million.

The reduction in *risk-based required asset amount*, denoted as Reduction in RA $, can be assessed as follows:

$$\begin{aligned}\text{Reduction in } RA\ \$ &= \text{RAACE } \times \text{Required Asset Reduction Factor}\\ &= \$5.6\text{ million } \times 96.3\%\\ &= \$5.4\text{ million}\end{aligned}$$

Exclusive Affiliated Reinsurance

Quota share reinsurance arrangements with *exclusive affiliated reinsurers* are permitted without *Fannie Mae's* approval as long as gross risk or ceded premium does not exceed 25% of the risk or premium, respectively, unless the *reinsurance* is related to compliance with regulatory loan level coverage limits. *Excess of loss reinsurance* arrangements with *exclusive affiliated reinsurers* are not permitted without prior *Fannie Mae* approval.

An *exclusive affiliated reinsurer* must be a strongly capitalized *affiliate,* as determined by *Fannie Mae,* of a ceding *approved insurer* that provides *reinsurance* to the ceding *approved insurer.*

The financial impact on the *approved insurer* after giving effect of *reinsurance* will be evaluated by *Fannie Mae*.

Other *Risk Sharing Transactions*

An *approved insurer* must obtain written approval from *Fannie Mae* prior to entering into any other *risk sharing transactions*. *Risk sharing transactions* that are eligible for consideration are those that:

1) Have not been prohibited by a state that asserts extraterritoriality for insurance regulation (whether or not that state's extraterritorial authority would apply to the *risk sharing transaction* or the *approved insurer* in the absence of this requirement), and
2) Do not violate (i) the *applicable law* established by any state asserting extraterritoriality for such *risk sharing transaction* (whether or not that state's extraterritorial authority would apply to the *risk sharing transaction* or the *approved insurer* in the absence of this requirement), and (ii) all other *applicable laws*.

708
***Lender Captive Reinsurance* Contracts**

Approved insurers may not enter into any new *lender captive reinsurance* contracts nor cede any additional risk to existing *lender captive reinsurance* contracts.

The *approved insurer* must obtain prior written approval from *Fannie Mae* to:

1) Allow the payment of dividends or distribute funds from the captive trust to the parent or *affiliates* of the *lender captive reinsurer*, unless:
    a. The amount is less than or equal to that permitted by the *lender captive reinsurance* contract, or
    b. If the *approved insurer* does not have an *available assets shortfall*, the amount of the dividend or distribution in aggregate is no more than $2 million in any one quarter, and which distribution shall not result in an *available assets shortfall*;

    If an *approved insurer* does allow a payment of dividends or distributes funds to the parent or *affiliates* without *Fannie Mae's* approval, consistent with the conditions above, it must provide *immediate* notification to *Fannie Mae*.
2) Effect a *material* or economically adverse alteration or amendment to a *lender captive reinsurance* contract; or
3) Terminate any *lender captive reinsurance* contract unless
    a. the *approved insurer* receives at least 80 percent of the value of assets in the captive trust, or
    b. the following conditions apply: i) the *approved insurer* does not have an *available assets shortfall*, ii) the termination of the *lender captive reinsurance* contract does not result in an *available assets shortfall*, and iii) the lesser of ceded *risk-in-force* or the trust balance for that *lender captive reinsurance* contract, related to loans insured by the *approved insurer*, is no more than $10 million.

    If an *approved insurer* does terminate a *lender captive insurance* contract without *Fannie Mae's* approval, consistent with the conditions above, it must provide *immediate* notification to *Fannie Mae*.

800
Statement of Purpose

An *approved insurer* must keep *Fannie Mae* apprised of all aspects of its ownership and operations that might have a bearing on the financial or operational condition of the *approved insurer* or the value of the *mortgage guaranty insurance* provided to *Fannie Mae*.

801
Notices

An *approved insurer*, and any *exclusive affiliated reinsurer*, must notify *Fannie Mae* *immediately* in writing of any of the events listed below. The notice must describe the event with reasonable specificity and without sole reliance on other documents.

1) Upon the occurrence of any event, action or circumstance that would require a notice on SEC Form 8K if the *approved insurer* is subject to such requirement.
2) Upon receipt of notice of *material* noncompliance with any *applicable law*.
3) Upon receipt of notice of investigation of, or *material* action from, any federal, state, local government agency, or any regulatory or enforcement body.
4) Upon discovery of any *material* failure to meet the *PMIERs*, the specific terms and conditions of approval, or any other requirement imposed by *Fannie Mae*.
5) Upon receipt of notice that the *approved insurer* has or will be placed into *run-off*, conservatorship, receivership, liquidation or state of supervisory control by its *domestic state insurance regulator*. The *approved insurer* must provide *Fannie Mae* the actual content or *material* substance of any corrective order or similar regulatory directive issued in connection with such action.
6) Upon any *material* change in its ownership, control or organization. Such change may include, but is not limited to, a merger, consolidation, sale or transfer of stock, name change, change in its *senior management* or the membership of its board of directors.
7) Upon any *material* adverse change in the financial condition or performance of an *approved insurer* or actions or events that threaten *material* adverse change.
8) Upon becoming subject to any judgment, order, finding, or regulatory action that would adversely affect the *approved insurer*'s ability to meet or otherwise fulfill any requirement of the terms and conditions of the *PMIERs* or the conditions of *Fannie Mae's* approval of the *approved insurer*, or that could adversely impact its claims paying ability or the ordinary conduct of its business.
9) Upon obtaining final internal approval of any change to any existing *capital support agreement(s)* or execution of a new *capital support agreement* for the benefit of, or provided by, the *approved insurer* that could have a *material* adverse impact on the value of the *mortgage guaranty insurance* provided to *Fannie Mae* or the financial or operational condition of the *approved insurer*.
10) Upon (i) any filing for federal bankruptcy by, or (ii) issuance by a state or federal court, or other applicable entity with appropriate authority of, an order of liquidation, rehabilitation, conservatorship, or receivership against the *approved insurer* or any entity holding a controlling interest in the *approved insurer*.
11) Upon any *material* adverse change in the financial condition, rating, or performance of any provider of *reinsurance* (including *lender captive reinsurers*) for the benefit of the *approved insurer*, or actions or events that threaten such *material* adverse change.

801 Notices (continued)

12) Upon placement of its Insurer Financial Strength Rating on ratings watch, or the upgrade, confirmation, affirmation, downgrade, withdrawal, or discontinuance of such rating by any *rating agency*.
13) Upon discovery of any existing activity that could create a *material* obligation or indebtedness for the *approved insurer*, contingent or otherwise, including, without limitation, an obligation to provide to another entity additional insurance, or related service or product, or to provide remedy to an obligation of a subsidiary, and including non-insurance related contingent liabilities (e.g., contract underwriting).
14) Upon the resignation or termination of its certified public accountants.
15) Upon a *material* default on a policy or other contractual obligation to any *insured* or third-party beneficiary of such insurance (e.g., *Fannie Mae*), which is not cured in accordance with the contract terms or, if such contract terms do not specify a time for such cure, within a reasonable time.
16) Upon a determination that any *risk sharing transaction,* or *mortgage guaranty insurance* of loans not acquired by *Fannie Mae,* is likely to have a *material* adverse impact on the value of the insurance provided to *Fannie Mae* or the financial or operational condition of the *approved insurer*.
17) Upon a determination that any change, event, or circumstance, whether by contract, law, or otherwise, has or will have a *material* adverse impact on the value of the *mortgage guaranty insurance* provided to *Fannie Mae* or the financial or operational condition of the *approved insurer*.
18) With as much advance notice as possible, but no later than concurrently with the announcement of changes to an *approved insurer's* published underwriting guidelines, published rates for any *borrower* or lender-paid *mortgage guaranty insurance* or servicing guidelines.
19) Upon discovery of any conflict between *applicable laws* and any provision of the *PMIERs* or the terms and conditions of approval.
20) Upon discovery of any loss event related to Section 311 of the *PMIERs* that exceeds $100,000.
21) If applicable, upon receipt of a notice from the *approved insurer's* fidelity bond or errors and omissions insurance carrier regarding the intended cancellation, reduction, non-renewal, or restrictive modification of such policies, the *approved insurer* must provide a copy of the notice to *Fannie Mae* with an explanation of the actions being taken or intending to be taken to ensure it continues to satisfy the insurance requirements described in Section 311 of the *PMIERs*.

802 Reporting

Operational Performance Scorecard

Each quarter, an *approved insurer's* operational performance will be evaluated by *Fannie Mae* using the *Operational Performance Scorecard*, which contains metrics chosen to capture specific operating performance results. *Fannie Mae* will establish target expectations for those metrics to evaluate performance on an absolute and relative basis. *Fannie Mae* may, from time to time, find it necessary to make changes to the *Operational Performance Scorecard* such as updating metrics or adjusting target levels to reflect changing business conditions or emerging issues. Should a change be necessary, *Fannie Mae* will provide the *approved insurer* with written notice sixty (60) calendar days prior to the effective date of any such action.

An *approved insurer* must implement operational procedures that provide for accurate and timely reporting of results and the data necessary to derive the scorecard metrics. To facilitate this reporting and analysis, the *approved insurer* must undertake the following:

1) Within 45 calendar days after the end of each quarter, submit a file containing the requested scorecard data as described in the *Operational Performance Scorecard* template (Exhibit B).
2) Within 30 calendar days after the end of each month submit a Monthly Claims Activity Report (Exhibit C) containing loan-level activity including, but not limited to, data on claims, rescissions, denials, appeals and rebuttals.

If the *Operational Performance Scorecard* results do not meet the thresholds established by *Fannie Mae*, the *approved insurer* may be subject to remediation actions. The results of an *approved insurer's Operational Performance Scorecard*, as quantified by its aggregate score, will fall into one of four categories shown below:

1) Acceptable Performance
2) Low Risk
3) Medium Risk
4) High Risk

While the degree of remediation will correlate to the level of risk, the remediation process generally will follow a progression of steps starting with 1) discussing the issue with the *approved insurer* to understand the underlying causes and, if necessary, require the development of an action plan to address the issue; 2) implementing restrictions on business practices or charge financial penalties for failing to satisfy agreed upon remediation actions; and 3) taking actions to eliminate unacceptable levels of *Fannie Mae's* exposure to the *approved insurer*.

The remediation options that *Fannie Mae* may consider include, but are not limited to, those options listed in Section 901.

Additional Quarterly Reports and Processes

Within 45 calendar days after the end of each quarter, an *approved insurer* must provide the following reports to *Fannie Mae* (except for the last quarter of each calendar year, for which the reporting is due 60 calendar days after the end of that quarter):

1) *Fannie Mae* Form 853 – Mortgage Insurers' Quarterly Report,
2) Quarterly statutory financial statements of the insurer and its subsidiaries. The *approved insurer* must also notify *Fannie Mae* in the event that funds have been

802 Reporting (cont'd)

removed from the *contingency reserve* during the previous quarter, if such funds were removed prior to the 10-year holding period specified in the *Model Act*, Section 16(c) - Reserves.

3) Quarterly Portfolio and Financial Supplement (Exhibit D).
4) A consolidated report of all *lender captive reinsurance* agreements and individual reports for each of the *approved insurer's* top 10 *lender captive reinsurers* (measured by the aggregate dollar amount of ceded *risk-in-force* with such *lender captive reinsurer*) and any *lender captive reinsurer* for *lender captive reinsurance* arrangements above 25% ceded risk or premium.
5) A consolidated report of all *reinsurance* agreements with *reinsurers* that are not *lender captive reinsurers* and individual reports for each of the *approved insurer's* top 10 *reinsurers* that are not *lender captive reinsurers* (measured by the aggregate dollar amount of ceded *risk-in-force* with such *reinsurer*).
6) Quarterly Portfolio Loan Level Dataset (Exhibit F)

Annual Reports

By April 15 of each year, an *approved insurer*, and any *exclusive affiliated reinsurer*, must provide the following reports to *Fannie Mae* (unless such reports are available on or through links on the web site of the *approved insurer* or its parent company within such time period):

1) Annual consolidated GAAP financial statements for non-public entities.
2) An annual *convention statement* as filed with state insurance regulators and all correspondence relating thereto.
3) An annual certification (Exhibit E) which states whether the *approved insurer* has fully met the *PMIERs*. The form of such certificate will be prescribed by *Fannie Mae* and must be signed by an authorized *officer* of the *approved insurer's senior management* team.
4) An audit report prepared by an independent certified public accountant or in lieu thereof a copy of Form 10K for the *approved insurer* or its parent company as filed with the Securities and Exchange Commission (SEC), attaching a schedule that reconciles the audited consolidated financial statements included in the Form 10K with the statutory financial statements of the *approved insurer*, if such reconciling schedule exists (reconciling schedule must be provided as soon as available if not typically available by April 15).
5) The *approved insurer's* statement of actuarial opinion on reserve adequacy.
6) The *approved insurer* must submit to *Fannie Mae* a copy of its QC program with any changes noted from the prior year's version unless provided during the prior 12 months.

803 Supplemental Information

At any time, *Fannie Mae* reserves the right to request any additional reports or documentation relating to the *approved insurer* having met (or its failure to meet) the *PMIERs*, or the practices of an *approved insurer* or any *exclusive affiliated reinsurer*.

804 Periodic Audit Reviews

To evaluate the *approved insurer's* ongoing ability to meet the *PMIERs*, *Fannie Mae* may conduct at its discretion reviews and audits of the business policies, procedures and practices of the *approved insurer* and any *exclusive affiliated reinsurer*. *Fannie Mae* must be provided with access to documents and staff as necessary to complete the review.

Reviews may be conducted on-site or remotely, and may include any aspect of the *approved insurer's* business operations, including but not limited to: organization and business strategy, financial statements, accounting and tax practices, investment portfolio management, risk management, insured portfolio characteristics and performance, *reinsurance*, lender/servicer management, quality control, underwriting guidelines, pricing, application and commitment/certificate issuance process, loss mitigation, claims processing and rescissions, and information technology systems.

900
General Policy

Fannie Mae may take action(s) if it believes an *approved insurer* has violated, is violating or is about to violate any of the *PMIERs*, including any additional conditions of eligibility or continued eligibility set by *Fannie Mae* applicable to the *approved insurer*, or if *Fannie Mae* has significant concerns regarding the *approved insurer*'s i) financial or operational condition, ii) ability to honor obligations to *Fannie Mae,* iii) ability to write new insurance, or iv) ability to maintain satisfactory operational performance. Such actions may include but are not limited to:

1) Communication of a written warning to the *approved insurer* that expresses *Fannie Mae's* concern and suggests possible remediation actions in accordance with Sections 901 and 902.
2) Issuance of a written warning to an *approved insurer* that it has violated, is violating, or is about to violate any of the provisions of the *PMIERs*, and that unless corrective action is taken within a specified time period, *suspension* or *termination* may result.
3) Imposition of additional terms and conditions of eligibility including the remediation options in Section 901.

901
Remediation Options,
***Suspension* and**
Termination

If an *approved insurer* fails to meet the *PMIERs*, it will be subject to remediation actions up to and including *suspension* and *termination*. Additionally, *Fannie Mae* may notify an *approved insurer's* regulator of remedial actions taken by *Fannie Mae* or may make such remedial actions public. Remediation actions that may be taken by *Fannie Mae* or be required of the *approved insurer* include but are not limited to:

1) Engage in more frequent dialogue or visits, or require the *approved insurer* to provide additional information or data.
2) Require the *approved insurer* to provide an action plan acceptable to *Fannie Mae* to address specific requirements not met.
3) Impose business volume or risk limits for loans to be acquired by *Fannie Mae* that are insured by the *approved insurer*.
4) Limit the risk characteristics of loans to be acquired by *Fannie Mae* that are insured by the *approved insurer*.
5) Increase frequency of QC reviews.
6) Restrict *delegated underwriting.*
7) Increase the *minimum required assets.*
8) Further limit the types of assets that may be considered *available assets.*
9) Require the *approved insurer* to obtain additional capital.
10) Require the *approved* insurer to obtain parental or other capital support.
11) Commute or restructure existing *risk-in-force* for loans acquired by *Fannie Mae.*
12) Limit variances to the *approved insurer's* underwriting guidelines.
13) Limit or deny the acceptability of an *affiliate's* product or services in connection with *Fannie Mae's* business.
14) Restrict or deny participation in new products, initiatives or programs offered by *Fannie Mae.*

901 Remediation Options, *Suspension* and *Termination* (continued)

15) Differentially price loans acquired by *Fannie Mae* that are insured by the *approved insurer*.
16) Decline insurance renewal or exercise other policy cancellation provisions for loans acquired by *Fannie Mae*, or so instruct servicers, and obtain replacement coverage from another *approved insurer.*
17) Impose compensatory fees for losses suffered on loans acquired by *Fannie Mae* as a result of the *approved insurer's* failure to meet the *PMIERs.*
18) Issue a demand for any other specific corrective action.
19) *Suspend* approval status.
20) *Terminate* approval status.

Before *suspending, terminating* or taking any of the actions set forth below against an *approved insurer*, *Fannie Mae* will provide the *approved insurer* with written notice sixty (60) calendar days prior to the effective date of any such action during which period *Fannie Mae* and the *approved insurer* will engage in good faith discussions to address *Fannie Mae's* concerns. In the event that *Fannie Mae* and the *approved insurer* are unable to reach agreement within the 60-day period, the remediation action will take effect on the sixtieth day after *Fannie Mae* first provides such notice to the *approved insurer*. However, if *Fannie Mae* determines, in its sole and absolute discretion, that a shorter notice period or no notice period is necessary or advisable to protect *Fannie Mae's* interests, *Fannie Mae* may take any action it deems necessary and upon the timing it deems necessary, up to and including *termination* of the *approved insurer*. In such event, *Fannie Mae* will provide a 60-day period subsequent to *Fannie Mae's* action for the *approved insurer* to address *Fannie Mae's* concerns.

1) Imposing business volume or risk limits on loans to be acquired by *Fannie Mae* and insured by the *approved insurer*,
2) Limiting the risk characteristics of loans to be acquired by *Fannie Mae* and insured by the *approved insurer,*
3) Increasing the frequency of QC reviews,
4) Restricting *delegated underwriting*,
5) Increasing the *minimum required assets*,
6) Further limiting the types of assets that may be considered *available assets*,
7) Requiring the *approved insurer* to obtain additional capital,
8) Requiring the *approved insurer* to obtain parental or other capital support,
9) Commuting or restructuring existing *risk-in-force* for loans acquired by *Fannie Mae*,
10) Limiting variances to the *approved insurer's* underwriting guidelines,
11) Limiting or denying the acceptability of an *affiliate's* product or services,
12) Differentially pricing loans acquired by *Fannie Mae* that are insured by the *approved insurer*, and
13) Declining insurance renewal or exercising other policy cancellation provisions for loans acquired by *Fannie Mae*, or so instructing servicers, and obtaining replacement coverage from another *approved insurer.*

902
Voluntary *Suspension* or *Termination*

If an *approved insurer* wishes to voluntarily discontinue meeting the terms and conditions of approval, the *approved insurer* must inform *Fannie Mae* 60 calendar days in advance, in writing. Upon receipt of written notification, *Fannie Mae* will *suspend* or *terminate* the *approved insurer*.

903
Consequences of *Suspension*

During a period of *suspension*, *Fannie Mae* will not acquire mortgages insured by a *suspended* private mortgage insurer. However, *Fannie Mae* will permit renewals of existing *mortgage guaranty insurance* coverage issued by the *suspended* private mortgage insurer for mortgages serviced for *Fannie Mae* and provide lenders appropriate notices consistent with the foregoing actions.

904
Consequences of *Termination*

Fannie Mae will not acquire mortgages insured by a *terminated approved insurer*, and renewals of existing *mortgage guaranty insurance* for mortgages serviced for *Fannie Mae* will not be permitted.

Risk-Based Required Asset Amount

Total *Risk-Based Required Asset Amount*

The total *risk-based required asset amount* for an *approved insurer* is a function of its *direct RIF* and the risk profile of the associated loans. The *risk-based required asset amount* is computed as described in this exhibit using tables of factors with several risk dimensions.

The *risk-based required asset amount* for *performing primary mortgage guaranty insurance* is also subject to a floor equal to 5.6% of *performing primary adjusted RIF* to ensure that such exposure is supported by a minimum amount of assets, irrespective of the risk profile of the covered loans. The *risk-based required asset amount* for pool insurance is determined by both the factors in the tables and the *net remaining stop loss* for the pool insurance policy.

The *direct RIF* used to calculate the *risk-based required asset amount* may be adjusted to reflect risk ceded to or assumed from other parties.

Adjustments to *RIF* for Risk Ceded to or Assumed from Other Parties

Starting with the amount of the *approved insurer's direct RIF*, adjustments will be made to add or deduct certain risk ceded to, or assumed from, other parties to obtain *adjusted RIF*, which is used to compute the total *risk-based required asset amount* described in the sections that follow.

The *approved insurer* must seek guidance from *Fannie Mae* to determine the amount of ceded risk that may be deducted or added in calculating *adjusted RIF*.

In general, the following are the adjustments to *direct RIF* that will be considered by *Fannie Mae*:

1) All *RIF* ceded to *non-exclusive affiliated reinsurers* or non-*affiliated reinsurers* on a *quota share* basis will generally be deducted in its entirety from the *approved insurer's direct RIF* if the *reinsurance* arrangement includes the following terms:

    a. The *reinsurance* arrangement is not structured with a limit of liability that might limit or reduce benefits paid to the *approved insurer* if all covered loans defaulted;
    b. The *reinsurance* arrangement provides coverage on an incurred basis for the lesser of ten years or the remaining life of the reinsured policies;
    c. The *reinsurance* arrangement covers a profile of loans not materially different from the profile of all loans with a similar vintage covered by the *approved insurer*; and
    d. The *reinsurer* entity and the *reinsurance* arrangement meet all terms required in Section 707.

2) If the *reinsurance* arrangement meets term 1.d) above, but not terms 1.a), 1.b) or 1.c), the adjustment to the *approved insurer*'s *direct RIF* will be based upon an analysis of the *reinsurance* structure, including a forecast of losses covered by the *reinsurance* arrangement consistent with stress scenario used to derive the *risk-based required asset amount* factors. Such analysis and related adjustment to *direct RIF* will be updated periodically by *Fannie Mae*.

3) If the *reinsurance* arrangement does not include any of the terms listed above, the risk ceded to non-*exclusive affiliated reinsurers* or *non-affiliated reinsurers* on a *quota share* basis may be deducted in an amount determined by *Fannie Mae*, based upon a forecast of losses covered by the *reinsurance* arrangement under the stress scenario used to derive the *risk-based required asset amount* factors.

4) In making adjustments for risk ceded to *non-exclusive affiliated reinsurers* or non-*affiliated reinsurers* on an *excess of loss* or other basis not consistent with a *quota share* arrangement, *Fannie Mae* will deduct only the amount of *risk-based required asset amount* ceded that is less than or equal to a loss threshold equal to the *risk-based required asset amount* that would otherwise apply to the *direct RIF*. For the *risk-based required asset amount* ceded to be deducted, the attachment point, expressed in dollars, for an *excess of loss* arrangement must be below what the *risk-based required asset amount* would be if applied to the *direct RIF*, i.e., if the *reinsurance* arrangement were not in place. *Direct RIF* will be reduced by an amount proportionally equal to the deducted *risk-based required asset amount* as a percentage of the *risk-based required asset amount* that would otherwise apply to the *direct RIF*. Additionally, no *RIF* or any related *risk-based required asset amount* ceded above that same *risk-based required asset amount* threshold will be deducted.

   As an example, for an excess of loss *reinsurance* arrangement that has an attachment point of 4% and a detachment point of 7% (i.e., a loss layer of 3%) covering a loan population for which the *risk-based required asset amount* equals 7%, the amount of *direct RIF* to be deducted would equal the loss layer (i.e., 3%) as a proportion of the *risk-based required asset amount* threshold (i.e., 7%) or 42.9%.

5) Because the *risk-based required asset amount* may decline over time as the *direct RIF* amortizes or pays off, the amount of ceded risk and related *risk-based required asset amount* deducted may also decline as a result. The amount of ceded risk and related *risk-based required asset amount* deducted will be evaluated periodically by *Fannie Mae*.

6) All *risk sharing transactions* must meet the requirements described in Section 707.

Note that risk ceded to *exclusive affiliated reinsurers* or *captive reinsurers* will not be deducted in calculating *adjusted RIF*.

Risk-Based Required Asset Amount **Factors**

The *risk-based required asset amounts* for loans insured with primary *mortgage guaranty insurance* and pool insurance are determined by using *risk-based required asset amount* factors that are applied to the *adjusted RIF* as determined above. These *risk-based required asset amount* factors are segmented according to the following risk characteristics:

1) The original LTV ratio of the insured loan;
2) The original credit score, defined as a representative credit score that meets the guidelines of both *Fannie Mae* and *Freddie Mac*;
3) The loan vintage classification, based upon the note date of the insured loan:
   a. Pre-2005,
   b. 2005-2008,
   c. 2009-June 2012, and
   d. Post June 2012;
4) Whether or not the insured loan was refinanced through *HARP*; and
5) Delinquency or claim status of the insured loan.

Tables 1 – 8 below are the *risk-based required asset amount* factor tables. These tables will be updated periodically, or as needed if there is a significant change in macroeconomic conditions or loan performance. *Fannie Mae* will provide the *approved insurer* with written notice one hundred eighty (180) calendar days prior to the effective date of table updates.

Loans reported without an original credit score will be assigned a factor representing the lowest (i.e., most conservative) original credit score range shown in each of the applicable *risk-based required asset amount* factor tables. For loans with multiple *borrowers*, if one *borrower* has an original credit score and the other *borrower*(s) does not, the factor will be assigned using the original credit score of the *borrower* with a score, disregarding the *borrower*(s) without an original credit score.

Loans reported without other key data elements such as loan vintage, original LTV, loan payment status, HARP LTV, HARP credit score, will be assigned the highest (i.e., most conservative) applicable factors. Likewise, loans reported with missing data for characteristics related to the multipliers in Table 5 will be treated as noted in the Table 5 footnotes.

Treatment of High LTV Refinances

For loans subsequently refinanced under *Fannie Mae's* or *Freddie Mac's* high LTV refinance programs other than HARP, where the *approved insurer* maintains its coverage on the new loan and treats the new loan as a modification of the existing loan, the factor would be determined using the terms of the original loan, including but not limited to the following: original LTV, original credit score, and loan vintage based upon the original note date.

Table 1:
Loan Vintage: Pre-2005
Loan Payment Status: Performing (current or not more than one missed monthly payment)
Loan Purpose: non-*HARP*

	Original Credit Score				
Original LTV	**<620**	**620-679**	**680-739**	**740-779**	**780-850**
LTV <=85	4.09%	2.77%	1.07%	1.00%	1.00%
85 < LTV <= 90	4.80%	3.78%	2.00%	1.00%	1.00%
90 < LTV <= 95	5.12%	3.66%	2.29%	1.07%	1.00%
LTV > 95	7.98%	5.13%	2.73%	1.47%	1.00%

Table 2:
Loan Vintage: 2005-2008
Loan Payment Status: Performing (current or not more than one missed monthly payment)
Loan Purpose: non-*HARP*

	Original Credit Score				
Original LTV	**<620**	**620-679**	**680-739**	**740-779**	**780-850**
LTV <=85	11.42%	8.27%	5.28%	2.83%	1.39%
85 < LTV <= 90	15.12%	10.73%	6.74%	3.69%	2.06%
90 < LTV <= 95	17.68%	12.80%	8.22%	4.82%	2.89%
LTV > 95	22.02%	17.04%	11.75%	7.27%	4.35%

Exhibit A

Table 3:
Loan Vintage: 2009-June 2012
Loan Payment Status: Performing (current or not more than one missed monthly payment)
Loan Purpose: non-*HARP*

	Original Credit Score						
Original LTV	**<620**	**620-679**	**680-699**	**700-719**	**720-739**	**740-759**	**760-850**
LTV <=85	9.61%	4.06%	2.30%	1.86%	1.24%	1.00%	1.00%
85 < LTV <= 90	12.86%	8.87%	6.02%	4.81%	3.62%	2.76%	1.60%
90 < LTV <= 95	20.08%	14.27%	10.15%	8.17%	6.53%	4.98%	2.98%
LTV > 95	22.08%	15.70%	11.16%	8.99%	7.18%	5.48%	3.28%

Table 4:
Loan Vintage: Post June 2012
Loan Payment Status: Performing (current or not more than one missed monthly payment)
Loan Purpose: non-*HARP*

	Original Credit Score						
Original LTV	**<620**	**620-679**	**680-699**	**700-719**	**720-739**	**740-759**	**760-850**
LTV <=85	13.09%	9.17%	5.85%	4.66%	3.61%	2.73%	1.58%
85 < LTV <= 90	21.22%	14.34%	10.04%	8.14%	6.63%	5.07%	3.07%
90 < LTV <= 95	26.43%	17.45%	12.96%	10.50%	8.95%	6.91%	4.39%
LTV > 95	29.07%	19.20%	14.25%	11.55%	9.84%	7.60%	4.83%

Table 5:
Loan Vintage: Post 2008[1]
Loan Payment Status: Performing (current or not more than one missed monthly payment)
Loan Purpose: non-*HARP*

Multipliers for Post 2008[1] Loans with Certain Risk Features

Risk Feature[2]	Multiplier
Not underwritten with full documentation[3]	3.00
Investment property at origination	1.75
DTI ratio greater than 50%[4]	1.75
Mortgage payment is not fully amortizing[5]	2.00
Cash out refinance	1.50
Original amortization term 20 years or less	0.50
LPMI with Original LTV greater than 90%[6]	1.10
LPMI with Original LTV less than or equal to 90%[6]	1.35

[1] The multipliers for Lender Paid Mortgage Insurance (LPMI) apply to insured loans with note dates on or after January 1, 2016.

[2] If the *approved insurer* does not have, or does not provide to *Fannie Mae*, data to determine any one or more of the listed risk features, then for purposes of this section, the risk will be assumed to exist, and the associated multiplier(s) will apply.

[3] Full documentation means documentation that is generally consistent with the documentation requirements of either *Freddie Mac's* or *Fannie Mae's* (i) Guide or (ii) *automated tools*. The *approved insurer* must disclose any variances to the *Fannie Mae* or *Freddie Mac* documentation requirements upon *Fannie Mae's* request, and *Fannie Mae* retains the right to make a final determination as to characterization of the loan documentation type for the quarterly submission of Exhibit F.

[4] Monthly debt-to-income (DTI) ratio determined in accordance with the standards specified in 12 C.F.R. § 1026.43, including Appendix Q. This multiplier is applicable only to DTI ratios greater than or equal to 50.5%; DTI ratios greater than 50.0% but less than 50.5% should be treated as 50.0% for the purposes of applying this multiplier.

[5] Applicable to mortgage loans that have an interest-only period, potential or scheduled negative amortization, or a balloon feature.

[6] Because LPMI is not subject to the *borrower*-based cancellation or termination required under the Homeowners Protection Act of 1998 (HOPA) and is generally maintained for the life of the loan, *approved insurers* will have a longer risk exposure to LPMI as compared to their risk exposure to *Borrower* Paid Mortgage Insurance (BPMI) with all other terms of coverage held equal. These multipliers reflect the incremental risk associated with LPMI's longer risk exposure. For the purpose of calculating the *risk-based required asset amount,* the LPMI multipliers are applicable to all types of lender-paid *mortgage guaranty insurance* that are not subject to (i) an automatic termination required under HOPA, or (ii) an automatic termination consistent with HOPA's mortgage insurance termination requirements for BPMI.

Table 6:
Loan Vintage: Post June 2012
Loan Payment Status: Performing (current or not more than one missed monthly payment)
Loan Purpose: non-*HARP*

Seasoning Weights for Loans Aged 25 Months or More

Loan Age[1]	Weight
25 through 36 months	88%
More than 36 months through 48 months	81%
More than 48 months through 60 months	78%
More than 60 months	73%

[1]Loan age is calculated as the number of whole months between the origination date and the reporting date.

Table 7:
Loan Vintage: as permitted by *HARP* guidelines
Loan Payment Status: Performing (current or not more than one missed monthly payment)
Loan Purpose: *HARP*

	***HARP** Credit Score**						
HARP* LTV	**<620**	**620-679**	**680-699**	**700-719**	**720-739**	**740-759**	**760-850**
LTV <=85	2.36%	1.46%	1.00%	1.00%	1.00%	1.00%	1.00%
85 < LTV <= 90	5.11%	2.80%	1.68%	1.40%	1.09%	1.00%	1.00%
90 < LTV <= 95	7.16%	4.10%	2.42%	2.08%	1.59%	1.11%	1.00%
95 < LTV <= 100	9.31%	5.35%	3.33%	2.86%	2.09%	1.48%	1.00%
100 < LTV <= 105	9.72%	5.44%	3.47%	2.79%	2.21%	1.58%	1.00%
LTV > 105	18.63%	11.61%	7.79%	6.73%	5.54%	4.35%	2.63%

*As of the *HARP* refinance date.

Table 8:
Non-performing Loans (more than one missed monthly payment)

Delinquency Status	Factor[1]
2 – 3 Missed monthly payments, no claim filed	55%
4 – 5 Missed monthly payments, no claim filed	69%
6 – 11 Missed monthly payments, no claim filed	78%
>= 12 Missed monthly payments, no claim filed	85%
Pending Claims	106%

[1]A 0.30 multiplier will be applied to the *risk-based required asset amount* factor for each *non-performing primary mortgage guaranty insurance* loan backed by a property located in a FEMA Declared Major Disaster Area and that either 1) is subject to a forbearance plan executed in response to a FEMA Declared Major Disaster Area eligible for Individual Assistance, the terms of which are materially consistent with terms of forbearance plans offered by *Fannie Mae* or *Freddie Mac*, or 2) has an initial default date occurring up to either (i) 30 days prior to or (ii) 90 days following the Major Disaster event. In the case of the foregoing, the 0.30 multiplier shall be applied to the *risk-based required asset amount factor* for each *non-performing primary mortgage guaranty insurance* loan for no longer than 120 days from the initial default date absent a forbearance plan described in 1) above.

I. **Calculating the *Risk-Based Required Asset Amount* for *Performing Primary Mortgage Guaranty Insurance:***

The *risk-based required asset amount* for *performing primary mortgage guaranty insurance* is the greater of a) the sum of the products of the *risk-based required asset amount* factors in the tables above multiplied by the *performing primary adjusted RIF* for each cell, or b) the product of 5.6% multiplied by the aggregate of the *performing primary adjusted RIF*.

Calculation Steps:

i. For each performing loan, determine the applicable *risk-based required asset amount* factor:

1. Find the applicable factor found in Tables 1, 2, 3, 4 and 7 above, based upon the Original Credit Score, Original LTV, Vintage, and Loan Purpose of the insured loan; however, for loans refinanced through the *HARP* program, use the LTV ratio and credit score at the time of the refinance.

2. For loans that a) meet the criteria specified in the header for Table 5 above, and b) have one or more of the risk features specified in Table 5, multiply the factor found in Step (I.i.1) by each of the applicable multipliers specified in Table 5.

3. For loans that meet the criteria in the header for Table 6, multiply the result of Step (I.i.2) by the applicable seasoning weight.

4. The *risk-based required asset amount* factor is the lesser of the product derived in Step (I.i.3) or 100%.

ii. Multiply the *performing primary adjusted RIF* for each insured loan by the applicable *risk-based required asset amount* factor found in Step (I.i.4).

iii. Sum the products derived in Step (I.ii).

iv. Divide the sum from Step (I.iii) by the aggregate of the *performing primary adjusted RIF* used in Step (I.ii). If the result is greater than 5.6%, then the *risk-based required asset amount* for *performing primary mortgage guaranty insurance* is the sum calculated in Step (I.iii); otherwise, the *risk-based required asset amount* for *performing primary mortgage guaranty insurance* is the aggregate of the *performing primary adjusted RIF* used in Step (I.ii) multiplied by 5.6%.

v. Example 1:

1. For Step (I.i), an *approved insurer* has:
   a. $80,000,000 of *performing primary adjusted RIF* characterized as non-*HARP*, 2005-2008 vintage, original credit score 680-739, and original LTV of 85 < LTV <= 90, and
   b. $40,000,000 of *performing primary adjusted RIF* characterized as *HARP*, *HARP* credit score of 680-699 and *HARP* LTV of LTV > 105.

2. Step (I.ii), multiply the *performing primary adjusted RIF* amounts above by the *risk-based required asset amount* factors in the applicable table cells. For Step (I.iii), sum the products:

   ($80,000,000 x 6.74%) + ($40,000,000 x 7.79%) = $8,508,000

3. Step (I.iv):
   a. $8,508,000 / ($80,000,000 + $40,000,000) = 7.09%
   b. 7.09% is greater than 5.6%; therefore, the *risk-based required asset amount* for *performing primary mortgage guaranty insurance* is $8,508,000

vi. Example 2:

1. For Step (I.i), an *approved insurer* has:
   a. \$50,000,000 of *performing primary adjusted RIF* categorized as non-*HARP*, 2009 – June 2012 vintage, original credit score of 740-759 and original LTV of 85 < LTV <= 90
   b. Assume no insured loans meet the criteria specified in the Table 5 header.

2. Step (I.ii) multiply the *performing primary adjusted RIF* amount above by the *risk-based required asset amount* factor in the applicable table cell.
   (\$50,000,000 x 2.76%) = \$1,380,000

3. Step (I.iv):
   a. \$1,380,000 / \$50,000,000 = 2.76%
   b. 2.76% is less than 5.6%, therefore the *risk-based required asset amount* for *performing primary mortgage guaranty insurance* is (\$50,000,000 x 5.6%) = \$2,800,000

vii. Example 3:

1. For Step (I.i), an *approved insurer* has:
   a. \$90,000,000 of *performing primary adjusted RIF* characterized as 2009 – June 2012 vintage, original credit score 740-759, and original LTV of 90 < LTV <= 95. All loans have the following risk characteristics: a) Cash out refinance, and b) Original maturity term less than 20 years.
   b. \$75,000,000 of *performing primary adjusted RIF* characterized as *HARP*, *HARP* credit score of 620-679 and *HARP* LTV > 105.

2. Step (I.ii), multiply the *performing primary adjusted RIF* amounts above by the *risk-based required asset amount* factors in the applicable table cells. For Step (I.iii), sum the products:

   (\$90,000,000 x 4.98% x 1.50 x 0.50) + (\$75,000,000 x 11.61%) = \$12,069,000

3. Step (I.iv):
   a. \$12,069 ,000 / (\$90,000,000 + \$75,000,000) = 7.31%
   b. 7.31% is greater than 5.6%; therefore, the risk-based required asset amount for *performing primary mortgage guaranty insurance* is \$12,069,000

viii. Example 4:

1. For Step (I.i), an *approved insurer* has:
   a. \$100,000,000 of *performing primary adjusted RIF* characterized as Post June 2012 vintage, original credit score 700-719, original LTV of 90 < LTV <= 95, and all loans aged less than 25 months. All loans are classified as cash out refinance.
   b. \$50,000,000 of *performing primary adjusted RIF* characterized as Post June 2012 vintage, original credit score 740-759, original LTV of 90 < LTV <= 95, and all loans aged 37-48 months.

c. 75,000,000 of *performing primary adjusted RIF* characterized as Post June 2012 vintage, original credit score 720-739, original LTV of 90 < LTV <= 95, and all loans aged 49-60 months. All loans were investor properties at origination.

2. Step (I.ii), multiply the *performing primary adjusted RIF* amounts above by the *risk-based required asset amount* factors in the applicable table cells. For Step (I.iii), sum the products:

   ($100,000,000 x 10.50% x 1.50) + ($50,000,000 x 6.91% x 81%) + (75,000,000 x 8.95% x 78% x 1.75) = $27,711,113

3. Step (I.iv):
   a. $27,711,113 / ($100,000,000 + $50,000,000 + 75,000,000) = 12.32%
   b. 12.32% is greater than 5.6%; therefore, the risk-based required asset amount for *performing primary mortgage guaranty insurance* is $27,711,113.

II. Calculating the *Risk-Based Required Asset Amount* for *Non-performing Primary Mortgage Guaranty Insurance:*

The *risk-based required asset amount* for *non-performing primary mortgage guaranty insurance* is calculated separately and the applicable *risk-based required asset amount* factors are determined based on the delinquency status of the loan as defined in Table 8: 1) 2 – 3 missed monthly payments, 2) 4 – 5 missed monthly payments, 3) 6 – 11 missed monthly payments, 4) >= 12 missed monthly payments and 5) *pending claim*. The *risk-based required asset amount* factors for *non-performing primary mortgage guaranty insurance* are not segmented by vintage, LTV, credit score and other risk dimensions.

Calculation Steps:

i. For each non-performing loan, determine the applicable *risk-based required asset amount* factor:

   1. Find the applicable factor found in Table 8 above, based upon the number of missed monthly payments of the non-performing insured loan.
   2. If a non-performing loan is eligible for the 30% multiplier as described in the footnote in Table 8, multiply the factor found in Step (II.i.1) by 30%.

ii. Multiply the *non-performing primary adjusted RIF* for each non-performing insured loan by the applicable *risk-based required asset amount* factor resulting from Step (II.i.1) or Step (II.i.2), as applicable.

iii. Sum the products derived in Step (II.ii).

iv. Example 5:

   1. For Step (II.i), an *approved insurer* has:
      a. $20,000,000 of *non-performing primary adjusted RIF* classified as 6 – 11 missed monthly payments.
      b. $4,000,000 of *non-performing primary adjusted RIF* classified as *pending claims*.

c. $6,000,000 of *non-performing primary adjusted RIF* classified as 6 – 11 missed monthly payments that are eligible for the terms described in the footnote in Table 8.

2. Step (II.ii) multiply the *non-performing primary adjusted RIF* amounts above by the *risk-based required asset amount* factors specified in Table 8, and sum the products:

   ($20,000,000 x 78%) + ($4,000,000 x 106%) + ($6,000,000 x 78% x 30%) = $21,244,000; this is the *risk-based required asset amount* for *non-performing primary mortgage guaranty insurance*.

III. Calculating the *Risk-Based Required Asset Amount* for Performing and Non-Performing Loans Covered by Pool Insurance Policies

The *risk-based required asset amount* for pool insurance policies is calculated for each pool, and then aggregated across all pool insurance policies as follows:

Calculation Steps:

i. Determine the *performing loan-level pool insurance RIF* and *non-performing loan-level pool insurance RIF* associated with each pool insurance policy. To include credit for a loan's existing primary *mortgage guaranty insurance* in the calculation of *performing loan-level pool insurance RIF* or *non-performing loan-level pool insurance RIF,* as described in the definition of *Risk in Force (RIF),* the *approved insurer* must have a quarterly reporting process for receiving and updating the status of the performing loan's existing primary *mortgage guaranty insurance* (i.e. in-force or cancelled). The pool insurance policy must establish a requirement for the insured to provide the quarterly reporting, and the pool insurance coverage must be in excess of any applicable primary *mortgage guaranty insurance.* In addition, the *approved insurer* must have a process to periodically validate the integrity of the primary *mortgage guaranty insurance* information reported by the insured.

ii. For each pool insurance policy:

1. Calculate the performing *risk-based required asset amount*:

   a. For each performing loan, determine the applicable *risk-based required asset amount* factor:

      i. Find the applicable factor found in Tables 1, 2, 3, 4 or 7 above, based upon the Original Credit Score, Original LTV, Vintage, and Loan Purpose of the insured loan; however, for loans refinanced through the *HARP* program, use the LTV ratio and credit score at the time of the refinance.

      ii. For loans that a) meet the criteria specified in the header for Table 5, and b) have one or more of the risk features or attributes specified in Table 5: multiply the factor found in Step (III.iii.1.a.i) above by <u>each</u> of the applicable multipliers specified in Table 5. To be clear, the Table 5 multipliers related to LPMI should be applied to the factor found in Step (III.iii.1.a.i) above, if the covered loans meet the criteria specified in the header for Table 5.

iii. For loans that meet the criteria in the header for Table 6, multiply the result of Step (III.iii.1.a.ii) by the applicable seasoning weight.

iv. The *risk-based required asset amount* factor is the lesser of the product derived in Step (III.iii.1.a.iii) or 100%.

b. Multiply the *performing loan-level pool insurance RIF* for each insured loan by the applicable *risk-based required asset amount* factor found in Step (III.iii.1.a.iv).

c. Sum the products derived in Step (III.iii.1.b).

2. For each non-performing loan, determine the applicable *risk-based required asset amount* factor:

   a. Find the applicable factor found in Table 8 above, based upon the number of missed monthly payments of the non-performing insured loan.

   b. If a non-performing loan is eligible for the 30% multiplier as described in the footnote in Table 8, multiply the factor found in Step (III.iii.2.a) by 30%.

   c. Multiply the *non-performing loan-level pool insurance RIF* for each non-performing insured loan by the applicable *risk-based required asset amount* factor in the applicable cell found in Step (III.iii.2.a) or Step (III.iii.2.b), as applicable.

   d. Sum the products derived in Step (III.iii.2.c).

3. Sum the amounts in Step (III.iii.1.c) and Step (III.iii.2.d).

4. If the pool insurance policy features a deductible, subtract the remaining pool insurance policy deductible amount from the amount calculated in Step (III.iii.3). Take the greater of this result or zero.

5. The *risk-based required asset amount* for each pool insurance policy is the lesser of the amount calculated in Step (III.iii.4) or the *net remaining stop loss* for the pool insurance policy.

iii. Aggregate the *risk-based required asset amounts* calculated for each pool insurance policy in Step (III.iii.5) across all pool insurance policies to derive the total *risk-based required asset amount* for pool insurance policies.

iv. Example 6:

1. For a single pool insurance policy, where loan-level pool insurance coverage percentages have not been defined, an *approved insurer* has:

   a. $200,000,000 of initial insured principal balance for *performing loan-level pool insurance* characterized as 2005-2008 vintage, original credit score 740-779, in-force primary *mortgage guaranty insurance* with 25% coverage, and original LTV of 85 < LTV <= 90, and

   b. $120,000,000 of initial insured principal balance for *performing loan-level pool insurance* characterized as 2005-2008 vintage, original credit score of

680-739, in-force primary *mortgage guaranty insurance* with 30% coverage, and original LTV of 90 < LTV <= 95.

c. $10,000,000 of initial insured principal balance for *non-performing loan-level pool insurance* for loans with no primary *mortgage guaranty insurance* that have 2 – 3 missed monthly payments, and $4,000,000 of initial insured principal balance for *non-performing loan-level pool insurance* for loans with no primary *mortgage guaranty insurance* that have 2 – 3 missed monthly payments, that are eligible for the 30% multiplier described in the footnote in Table 8, and $6,000,000 of initial insured principal balance for *non-performing loan-level pool insurance* for loans insured by primary *mortgage guaranty insurance* with 25% coverage that have more than 12 missed monthly payments, and $6,000,000 of *non-performing loan-level pool insurance* for loans insured by primary *mortgage guaranty insurance* with 25% coverage that have missed 6 – 11 monthly payments, that are eligible for the term described in the footnote in Table 8, and $3,000,000 of initial insured balance for *pending claims* on loans with no primary *mortgage guaranty insurance*.

d. The pool insurance policy has a *net remaining stop loss* of $24,000,000.

e. The pool insurance policy has a remaining deductible amount of $5,000,000.

2. Calculate the loan-level pool insurance *RIF* by multiplying the initial insured principal balance amounts as defined in Steps (III.i and III.ii). Multiply the *performing loan-level pool insurance RIF* by the *risk-based required asset amount* factor determined in Step (III.iii.1.a.iv) and multiply the *non-performing loan-level pool insurance RIF* by the applicable factor in Table 8, and sum the results:

   ($200,000,000 x (50% - 25%) x 3.69% x 1.35)
   + ($120,000,000 x (50% - 30%) x 8.22% x 1.10)
   + ($10,000,000 x 50% x 55%) + ($4,000,000 x 50% x 55% x 30%)
   + ($6,000,000 x (50% - 25%) x 85%)
   + ($6,000,000 x (50% - 25%) x 78% x 30%)
   + ($3,000,000 x 50% x 106%) = $10,956,830

3. Subtract the remaining deductible amount:

   $10,956,830 - $5,000,000 = $5,956,830

4. Determine the *risk-based required asset amount* for the pool insurance policy by the following:

   a. The *risk-based required asset amount* for the pool insurance policy is the lesser of a) $5,956,830 or b) $24,000,000.

   b. Therefore, the *risk-based required asset amount* for this pool insurance policy is $5,956,830.

5. Aggregate the *risk-based required asset amounts* calculated for each pool insurance policy to derive the total *risk-based required asset amount* for pool insurance policies.

IV. Total *Risk-Based Required Asset Amount* Calculation

The total *risk-based required asset amount* is the sum of the *risk-based required asset amounts* for the following:

1) *Performing primary mortgage guaranty insurance*,
2) *Non-performing primary mortgage guaranty insurance*, and
3) Pool insurance policies.

Exhibit B

Operational Performance Scorecard

PMIERs Exhibit B - *Operational Performance Scorecard* and Data Template

Exhibit C

Monthly Claims Activity Report

PMIERs Exhibit C – Monthly Claims Activity Report

Quarterly Portfolio and Financial Supplement

PMIERs Exhibit D – Quarterly Portfolio and Financial Supplement

Exhibit E

Annual Certificate of Compliance

PMIERs Exhibit E – Annual Certificate of Compliance

Exhibit F

Quarterly Portfolio Loan Level Dataset

PMIERs Exhibit F – Quarterly Portfolio Loan Level Dataset

Rescission Relief Principles

PMIERs Exhibit G - *Rescission Relief Principles*

Adjusted RIF	*Direct RIF* after adjusting for risk ceded to or assumed from other parties pursuant to Exhibit A.
Affiliate or Affiliated	A relationship between two entities, the first of which, referred to in this section as "Company A," is a person (including any natural person or corporation, business trust, general or limited partnership, limited liability company, limited liability partnership, or other similar organization or legal entity), and the second of which, referred to in this section as "Company B," is a corporation, business trust, general or limited partnership, limited liability company, limited liability partnership, or other similar organization or legal entity: 1) Where Company A directly or indirectly owns or controls 10% or more of the voting shares or voting rights of Company B, through stock ownership or in any other manner, or 2) Where Company A is a *mortgage enterprise* and directly or indirectly owns or controls, either jointly or severally with other *mortgage enterprises*, 10% or more of the voting shares or voting rights of Company B, through stock ownership or in any other manner, or 3) Where Company A controls in any manner the election of a majority of the directors or trustees or members of the governing body of Company B, or 4) Where Company A is a *mortgage enterprise* and, either jointly or severally with other *mortgage enterprise*s, controls in any manner the election of a majority of the directors or trustees or members of the governing body of Company B, or 5) Where either Company A or Company B has a majority of directors or trustees or members of the governing body who are also directors or trustees or members of the other entity's governing body, or 6) Where Company A has the same ultimate parent company as Company B.
Applicable Law	Any and all federal, state and local laws and regulations that govern or apply to an *approved insurer* and the conduct of its business operations, including any and all applicable laws and regulations of its state of domicile, each state in which it does business, and each state which asserts extraterritorial jurisdiction over the business operations of the *approved insurer*, as all such and other *applicable laws* may be amended and supplemented from time to time. By way of illustration and not limitation, *applicable law* includes such laws as may govern or apply to an *approved insurer* that pertain to fair housing, fair lending, equal credit opportunity, truth in lending, wrongful discrimination, appraisals, real estate settlement procedures, *borrower* privacy, data security, escrow account administration, mortgage insurance cancellation, debt collection, credit reporting, electronic signatures or transactions, predatory lending, terrorist activity, the ability to repay, or the enforcement of any of the terms of a mortgage loan. The term also includes any other *applicable laws* or regulations, compliance with which is required under the *PMIERs*.

Approved Insurer	A *mortgage guaranty insurance* company which has been deemed eligible by *Fannie Mae* to provide mortgage guaranty insurance selected by a *mortgage enterprise*, and which has been approved (but not terminated) by *Fannie Mae*, either under the *PMIERs* or *Fannie Mae's* prior mortgage insurance eligibility requirements, as qualified to guarantee or insure mortgages acquired by *Fannie Mae* in accordance with the *Fannie Mae* Single-Family Seller/Servicer Guide.
Available Assets	Assets that are readily available to pay claims, and include the most liquid investments of an *approved insurer* as defined in Section 703.
Available Assets Shortfall	The amount by which *available assets* are less than *minimum required assets*.
Automated Tools	As defined in the *rescission relief principles* (Exhibit G).
Borrower	As defined in the *rescission relief principles* (Exhibit G).
Capital Support Agreement	Any agreement that supports the *approved insurer*'s capital position, including but not limited to a guarantee by a parent or third-party, or net worth maintenance agreement.
Claim Perfection Date	The date all information and documents required by the *approved insurer* to file a claim under the terms of its applicable *master policy* have been received by the *approved insurer*.
Closing File Documents	As defined in the *rescission relief principles* (Exhibit G).
Contingency Reserve	A reserve for unexpected claim or loss contingencies that are in excess of required statutory case-based reserves and incurred but not reported loss reserves for a mortgage guaranty insurer generally equal to 50 percent of premiums earned. Such reserve must be maintained for a period of 10 years, unless permitted to be released earlier as a result of losses exceeding a defined threshold. (See *Model Act*, Section 16 (c), Reserves)
Convention Statement	The *NAIC's* statutory financial report that insurance companies file on a quarterly and annual basis with state insurance regulators.
Credible Evidence	As defined in the *rescission relief principles* (Exhibit G).
Defect	As defined in the *rescission relief principles* (Exhibit G).

Delegated Underwriter	A *mortgage enterprise* designated by the *approved insurer* to perform *delegated underwriting*.
Delegated Underwriting	Delegation of the insurance underwriting decision by the *approved insurer* to a *mortgage enterprise* for loans originated by that enterprise.
Direct RIF	The dollar amount of *mortgage guaranty insurance* coverage currently in-force that the *approved insurer* has underwritten and for which the *approved insurer* is named as the obligated insurer or *reinsurer*, prior to any ceding or sharing of risk with any *reinsurer*.
Domestic State Insurance Regulator	The Department of Insurance or Insurance Commissioner for the state in which the *approved insurer* is domiciled.
Excess of Loss	A *reinsurance* arrangement whereby the *approved insurer* retains risk for a pool of loans up to a specified aggregate dollar amount (expressed as a percentage of the pool balance), and the *reinsurer* assumes risk for the insured pool of loans once aggregate losses exceed the specified dollar amount. Under an *excess of loss* arrangement, the aggregate pool risk for the qualified *reinsurer* may also be limited once losses reach a specified level, after which risk for the pool reverts back to the *approved insurer*.
Exclusive Affiliated Reinsurer	An *affiliate* of an *approved insurer* that exclusively provides *reinsurance* for the benefit of the *approved insurer*. An *exclusive affiliated reinsurer* must be a sufficiently capitalized *affiliate*, as determined by *Fannie Mae*.
Fannie Mae	The Federal National Mortgage Association.
Flagship	The insurer in any family of insurance companies that is the primary writer of *mortgage guaranty insurance* on mortgages securing one- to four-unit residential properties in the United States and its territories.
Freddie Mac	The Federal Home Loan Mortgage Corporation.
Home Affordable Refinance Program (HARP)	A mortgage refinance program offered by *Fannie Mae* and *Freddie Mac* that provides a mortgage refinance option designed to help *borrowers* who may be ineligible for a traditional refinance because their home has little or no equity.
Immediate or Immediately	Within two (2) business days.
Independent Validation	As defined in the *rescission relief principles* (Exhibit G).

Insured — The *mortgage guaranty insurance* policyholder or the person/entity so defined by the applicable *master policy*.

Lender Captive Reinsurance — *Reinsurance* that is written by an *affiliate* of a *mortgage enterprise* that covers mortgages insured by the *approved insurer*.

Lender Captive Reinsurer — An *affiliate* of a *mortgage enterprise* that reinsures mortgages insured by an *approved insurer* that are originated, purchased, sold or serviced by the *mortgage enterprise*.

Master Policy — The form of *mortgage guaranty insurance* policy and related endorsements and other forms that have been approved by *Fannie Mae* for use with loans intended for sale to *Fannie Mae* and issued by an *approved insurer* to its customers.

Material — Any change, event, or information where there is a substantial likelihood that such change, event or information either individually or together with other changes, events, or information is relevant to *Fannie Mae*, including without limitation:

- *Fannie Mae's* determination of the financial condition, operational condition, or claims-paying ability of the *approved insurer*;
- the value of the *mortgage guaranty insurance* provided to *Fannie Mae* by the *approved insurer*;
- the continued ability of the *approved insurer* to write new *mortgage guaranty insurance* in jurisdictions where it is licensed to do so; or
- where in some other manner negatively impacts *Fannie Mae*.

The SEC's regulations that govern securities registration and disclosure may be used as a guideline to evaluate whether such change, event, or information may material, and thus, relevant to *Fannie Mae*.

Minimum Required Assets — The greater of $400 million or the total *risk-based required asset amount* as determined in Exhibit A.

Model Act — The Mortgage Guaranty Insurance Model Act published by the *NAIC* in July 2000.

Mortgage Enterprise — A mortgage broker, lender, originator, seller or servicer of 1-4 unit residential mortgages or any entity to which a *master policy* has been issued. The term does not include *Fannie Mae* and *Freddie Mac.*

Mortgage Guaranty Insurance	The primary or pool-level insurance or guarantee against financial loss by reason of nonpayment of principal, interest and other sums agreed to be paid under the terms of a note, bond or other evidence of the indebtedness, and which is secured by a mortgage, deed of trust or other instrument constituting an enforceable lien or its equivalent against real property on which is erected an improvement designed for occupancy as a 1-4 unit residential structure (including any manufactured home that is legally classified as real estate).
Mortgage Payment Record	A historical record of payments made by a *borrower* on a mortgage loan. Such record would typically include the amount of each payment, the payment due dates, and the dates on which payments were received.
NAIC	The National Association of Insurance Commissioners.
Net Remaining Stop Loss	For pool insurance policies, the initial aggregate stop loss amount for the policy, net of the following: 1) any applicable policy deductible and 2) all benefits paid to date.
Newly-Approved Insurer	An *approved insurer* that has been an *approved insurer* for less than three (3) years or an *approved insurer* that, at *Fannie Mae's* discretion, is designated as a *newly-approved insurer* due to a *material* change in *approved insurer's* ownership, control or organization.
Non-Exclusive Affiliated Reinsurer	A *reinsurance* entity *affiliated* with an *approved insurer* that provides *reinsurance* to insurers other than, or in addition to, the *approved insurer*.
Non-performing Primary Adjusted RIF	*Adjusted RIF*, associated with loans covered by the *approved insurer* under a primary *mortgage guaranty insurance* policy that have more than one missed monthly payment.
Non-performing Loan-Level Pool Insurance RIF	The *RIF* associated with an individual loan that has more than one missed monthly payment, covered by the *approved insurer* under a pool insurance policy. This is equal to the mortgage loan's initial insured principal balance multiplied by the lesser of a) 50% or b) the applicable loan-level coverage percentage defined by the pool insurance policy. If there is no loan-level coverage percentage defined in the pool insurance policy, or if the pool insurance policy does not limit the loan-level coverage of the insured loans, then the *approved insurer* may include a credit in the calculation of the *non-performing loan-level pool insurance RIF* for existing primary *mortgage guaranty insurance*. In this case, the *non-performing loan-level pool insurance RIF* is calculated as the product of the non-performing loan's initial insured principal balance and the greater of either a) the difference between 50% and the coverage percentage of any existing primary *mortgage guaranty insurance* on the insured loan, or b) 10%.

Non-performing Primary Mortgage Guaranty Insurance	Primary *mortgage guaranty insurance* covering loans that have more than one missed monthly payment.
Officer	An employee of the *approved insurer* that has been designated a corporate officer by its board of directors.
Operational Performance Scorecard	A quarterly scorecard used by *Fannie Mae* to monitor the operational performance of an *approved insurer*. See Exhibit B.
Pending Claim	A claim for *mortgage guaranty insurance* benefits that has been filed with an *approved insurer* but has not been paid.
Performing Loan-Level Pool Insurance RIF	The *RIF* associated with an individual loan that is current or not more than one missed monthly payment, covered by the *approved insurer* under a pool insurance policy. This is equal to the mortgage loan's initial insured principal balance multiplied by the lesser of a) 50% or b) the applicable loan-level coverage percentage defined by the pool insurance policy. If there is no loan-level coverage percentage defined in the pool insurance policy, or if the pool insurance policy does not limit the loan-level coverage of the insured loans, then the *approved insurer* may include a credit in the calculation of the *performing loan-level pool insurance RIF* for existing primary *mortgage guaranty insurance*. In this case, the *performing loan-level pool insurance RIF* is calculated as the product of the performing loan's initial insured principal balance and the greater of either a) the difference between 50% and the coverage percentage of any existing primary *mortgage guaranty insurance* on the insured loan, or b) 10%.
Performing Primary Adjusted RIF	*Adjusted RIF*, associated with loans covered by the *approved insurer* under a primary *mortgage guaranty insurance* policy that are, current or not more than one missed monthly payment.
Performing Primary Mortgage Guaranty Insurance	Primary *mortgage guaranty insurance* covering loans that are current or not more than one missed monthly payment.
Private Mortgage Insurer Eligibility Requirements or PMIERs	*Fannie Mae's* published requirements along with all other conditions required by *Fannie Mae* related to the approval and continued eligibility of a private *mortgage guaranty insurance* provider for *approved insurer* status.

Quota Share	A *reinsurance* arrangement whereby loan-level risk in the form of *mortgage guaranty insurance* claim payments and premiums are shared with a *reinsurer* on a proportional basis.
Rating Agency	A nationally recognized statistical rating organization.
Reinsurance	A transaction whereby the *reinsurer* in consideration of premium paid, agrees to indemnify the *approved insurer* against all or part of the loss which the *approved insurer* may sustain under the *mortgage guaranty insurance* policy or policies which it has issued.
Reinsurer	A provider of *reinsurance* is an insurer that assumes all or part of the *mortgage guaranty insurance* or *reinsurance* risk written by an *approved insurer*.
Rescission Relief	As defined in the *rescission relief principles* (Exhibit G).
Rescission Relief Principles	*Fannie Mae*'s published requirements, as amended and restated from time to time, for the granting of *rescission relief* by approved insurers as incorporated into their master policies. The *rescission relief principles* are provided in Exhibit G.
Risk-Based Required Asset Amount	The minimum amount of *available assets* that an *approved insurer* must have, based on a percentage of its *RIF* weighted by certain risk attributes. Details of the calculation of *risk-based required asset amount* are provided in Exhibit A.
Risk-in-Force (RIF)	The *approved insurer's* risk exposure used to calculate the *risk-based required asset amount*. For primary *mortgage guaranty insurance*, the *RIF* is equal to the sum of each insured mortgage loan's current principal balance multiplied by the applicable coverage percentage. For pool insurance, the *RIF* is equal to the lesser of a) the *net remaining stop loss* for pool insurance policy, or b) the sum of the *performing loan-level pool insurance RIF* and the *non-performing loan-level pool insurance RIF* for all loans covered by the pool insurance policy.
Risk Sharing Transaction	A transaction, agreement, program or arrangement involving the ceding, sharing, assuming, reimbursing or rebating, in whole or in part, of risks, liabilities, premiums, payments of any kind, including payments made in accordance with the terms of any *mortgage guaranty insurance* policy, or any other transfer of value, including without limitation, a *reinsurance* agreement, with any person including an *insured*. Excluded from this definition is the issuance of any new *mortgage guaranty insurance* policy.

Run-off	A status in which an *approved insurer* no longer issues new *mortgage guaranty insurance* policies but continues to be obligated under existing *mortgage guaranty insurance* policies.
Senior Management	The senior executives of the *approved insurer* responsible for managing the business that typically include the chief executive officer, president, chief operating officer, chief financial officer and chief risk officer.
Significant Defect	As defined in the *rescission relief principles* (Exhibit G).
Suspend, Suspended, Suspension	Status when *Fannie Mae* will not accept deliveries of mortgage loans insured by an *approved insurer*, but the insurer has not been *terminated*.
Terminate, Terminated, Termination	Status in which a formerly *approved insurer* is not permitted to insure any new mortgage loans acquired by *Fannie Mae* or any existing mortgage loans for which *Fannie Mae* is the beneficiary.
Third-Party Risk Analytics Firm	A firm, acceptable to *Fannie Mae*, engaged to conduct risk analytics of an *approved insurer's* book of business, including analyses such as projecting losses and claims paying ability.
Unearned Premium Reserves	An *approved insurer's* liability for its unearned premiums.