## Endorsement to Mortgage Guaranty Master Policy (Relating to Cancellation, Duplication of Coverage, and Suits or Actions)

The purpose of this Endorsement is to amend certain terms and conditions of the Policy. To the extent of any inconsistency or conflict between the terms of the Policy and this Endorsement, this Endorsement will control. The Policy is amended by adding, deleting, or amending the following terms and conditions, as indicated:

- A. Section 2.8 of the Policy is deleted in its entirety and replaced with the following:
  - 2.8 **Cancellation by the Insured of a Certificate** The Insured may obtain cancellation of a Certificate by returning the Certificate to the Company or making a written request to the Company for cancellation. Upon receipt, the Company will refund, where applicable, a portion of the premium paid, less a cancellation fee of up to 7.5% of the unearned premium on the Loan, in accordance with the appropriate cancellation schedule which is either attached to this Policy or which will be provided by the Company to the Insured upon request. However, no refund on a Certificate will be paid if the Loan is in Default on the date the Company receives the request. Cancellation of a Certificate will not cancel this Policy.
- B. Section 3.6 of the Policy is deleted in its entirety and replaced with the following:
  - 3.6 **Co-ordination and Duplication of Insurance Benefits** The coverage under this Policy shall be excess over any other insurance which may apply to the Property or to the Loan, except for mortgage guaranty pool insurance or supplemental or second tier mortgage insurance. Notwithstanding the foregoing, if there is any other mortgage guaranty insurance coverage applicable to the Loan, other than mortgage guaranty pool insurance or supplemental or second tier mortgage guaranty insurance, the share of the Loss on such Loan payable under this Policy shall be the proportion that the Loss payable under this Policy bears to the total liability payable under this Policy and all such other applicable coverage.
- C. Section 7.6 b. of the Policy is amended by adding the following at the end thereof:

The foregoing three year period for commencement of a suit or action is extended for the period of time that elapses from the date the Perfected Claim is filed until the date the Company denies in whole or in part such Perfected Claim.

D. Section 7.12 of the Policy is deleted in is entirety and replaced with the following:

7.12 Notice - All claims, premium payments, tenders, reports, other data and any other notices required to be submitted to the Company by the Insured must be sent to the Company at MGIC Plaza, 250 East Kilbourn Avenue, Milwaukee, WI 53202. The Company may change this address by giving written notice to the Insured. Unless the Insured otherwise notifies the Company in writing, all notices to the Insured must be sent to the address on the face of this Policy or, if the Insured is not located at such address, to the last known address of the Insured.

All notices under this Policy, whether or not identified in this Policy as required to be in writing, will be effective only if in writing and if sent by first class mail to the last known address of the Insured. Other written notices may instead be given in the form of telecopy or, if acceptable to the Company (for notices given to the Company) or to the Insured (for notices given to the Insured) in the form of computer tape or computer-generated or any other electronic message. A telecopy or such tape or message shall be effective only when received. The Company and the Insured may mutually agree that notices will be sent to any additional Person. Except as expressly agreed to by the Company and the Insured, no liability shall be incurred by the Company for the failure to give a notice to a Person other than the Insured.

All terms capitalized will have the meanings set forth in the Policy, except as otherwise defined herein. Nothing herein contained will be held to vary, alter, waive or extend any of the terms and conditions of the Policy, or any amendments thereto, except as expressly set forth above.