

Lender Servicing Guide

October 1, 2014 *(Revised March 1, 2015)*

Let's help someone buy a house today.



GENWORTH MORTGAGE INSURANCE CORPORATION

LENDER SERVICING GUIDE

OCTOBER 1, 2014 (REVISED MARCH 1, 2015)

The *Lender Servicing Guide* (the “Guide”) is effective October 1, 2014 for insurance Commitments and Certificates issued under Master Policy form MP 1480¹. For Genworth insurance coverage issued prior to October 1, 2014, please refer to Genworth’s December 2012 (Revised March 2015) *Lender Servicing Guide*.

Please note delinquency reporting and Bulk/Pool Lender Servicing are no longer covered in this *Lender Servicing Guide*. Please refer to the *Default Management Servicing and Reporting Guide* for delinquency reporting information under MP1480 and Genworth’s December 2012 (Revised March 2015) *Lender Servicing Guide* for Bulk/Pool information.

¹ Governed by Master Policy identified on Commitment/ Certificate of Insurance; Notes section contains Master Policy Form Number. Sample Form located on: <https://miservicing.genworth.com>.

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SUMMARY OF CHANGES

Summary of changes effective with this Guide

- Assumption Notice Form name is changing to Assumption Request
- Clarification of Section 18 Reinstatement Policy
- Removed Section 19 Request for Reconsideration, please refer to Claims and Foreclosure Bidding Servicing Guide

1) OVERVIEW

To support the transition to the new Policy, Genworth has established a Master Policy Resource Center on our corporate website at <http://mortgageinsurance.genworth.com/OurCommitment/MasterPolicyResources.aspx> that contains implementation resources, including a high level change summary and FAQ documents.

1A) INTRODUCTION

The Policy sets forth the terms and conditions that govern mortgage insurance issued by Genworth. Please refer to the Policy for complete details. This Guide is intended to provide clarification, illustrative examples and supplemental information on the requirements of the Policy. In the event the requirements of the Policy or this Guide are not followed it may, in certain circumstances, result in cancellation of coverage, rescission, reduction in the Insurance Benefit, or Claim denial. If there is a conflict between this Guide and the Policy, the terms and conditions of the Policy will control. Capitalized terms used and not defined in this Guide have the meanings set forth in the Policy.

The goal of Genworth is to provide mortgage insurance (MI) coverage and exceptional customer service. We have provided the information in this Guide to help you better understand the process for:

- Activating insurance
- Maintaining insurance coverage
- Requesting Certificate changes
- Cancelling coverage
- Requesting reinstatement of coverage

Genworth is prepared to provide additional assistance should you have any questions or comments regarding this Guide. Please contact the Genworth ActionCenter® at 800 444.5664 or via email at action.center@genworth.com. The ActionCenter is staffed from 8 a.m. to 8 p.m. eastern time to provide you with any support you may need.

2) GENWORTH MI SERVICING WEBSITE

The Genworth MI Servicing Website, <http://MIservicing.genworth.com> offers you access to portfolio information on Loans insured by us. The site is accessible

through any Internet connection and provides secure access to data through the use of individual IDs and passwords associated with the customer's Genworth organization number. If you are a first-time user, please contact the ActionCenter to obtain access and instructions on how to use the site. On the MI Servicing site using CertiLINK® you may:

- Activate insurance
- Validate the insurance renewal date and Premium amount
- View and update Certificates
- Process servicing transfers
- Correct Loan numbers
- Cancel coverage
- Obtain a quote for Premium due at cancellation
- Obtain report of cancellation processed (Coming Soon on <http://MIservicing.genworth.com>)

Premium Payment History

- Validate Premium payments

Premium Billing on the Web

- View or print a monthly renewal billing (Paper and WEB Bills only)

L.I.S (California Housing Finance Agency use only)

Secure Submission Process

- When you transmit consumer data, it's essential to keep the information secure. Our Secure Submission process lets you transmit data to us through our website quickly and securely. Through use of this tool on our MI Servicing Website, your document will be encrypted during the upload process and during transmission to Genworth. Contact the ActionCenter for assistance.

3) YOUR SERVICING CONTACTS

- **Cash Application and Billing** at an organization (B22...) level includes Certificate activations, cash application, monthly billing, wire and ACH information.

**Genworth Mortgage Insurance
Lender Servicing
8325 Six Forks Road
Raleigh, NC 27615
Phone: 800 334.9270 ext. 2323
Fax: 888 207.9024
Email: certinfo@genworth.com**

- **Certificate Services** includes corrections to Certificates, disclosure issues, portfolio audits, suspense processing, cancellations reinstatements and Servicer reporting.

**Genworth Mortgage Insurance
Lender Servicing
8325 Six Forks Road
Raleigh, NC 27615
Phone: 800 400.6747
Fax: 888 964.9159
Email: lenderservices@genworth.com**

- **National Processing Center** includes Commitment exception processing, modifications on performing Loans, and Commitment reinstatements.

**Genworth Mortgage Insurance
National Processing Center
8325 Six Forks Road
Raleigh, NC 27615
Phone: 800 672.7717
Fax: 800 672.7718
Email: Branch-NPC@genworth.com**

- **ActionCenter** When it comes to the information you need, our ActionCenter is there to help! Learn more about our online tools and resources.

**Genworth Mortgage Insurance
Action Center
8325 Six Forks Road
Raleigh, NC 27615
Phone: 800 444.5664
Fax: 800 592.4434
Email: Action.center@genworth.com
Hours: 8:00 a.m - 8:00 p.m eastern time**

4) COMMITMENT/CERTIFICATE OF INSURANCE

Genworth issues a Commitment/Certificate of Insurance when the Insurance Application is approved. The Commitment/Certificate of Insurance is evidence of our approval and sets forth the terms, conditions and certifications (in addition to the Policy) under which Genworth will insure a Loan.

5) COMMITMENT CHANGES BEFORE COVERAGE IS ACTIVATED

5A) REQUIRING PRIOR APPROVAL

Oftentimes changes are made to a Loan after Genworth has issued a Commitment/Certificate of Insurance. A Loan must be re-submitted to Genworth for approval if the changes alter a loan's eligibility, pricing or any of the terms under which the Commitment/Certificate of Insurance was issued. Genworth will evaluate the changes and issue an amended Commitment/Certificate of Insurance if approved. The Commitment/Certificate of Insurance may be deemed null and void if the new terms result in a Loan that no longer meets our eligibility

requirements.

5B) NOT REQUIRING PRIOR APPROVAL

Lenders may make some changes and corrections to the Commitment/Certificate of Insurance without submitting a new Insurance Application or receiving prior approval from Genworth:

- Changes in renewal Premium option (level or amortizing)
- Decrease in Loan amount
- Typographical corrections to Borrower's name or Property address
- Decrease in the interest rate for fixed rate Loan or ARM Loan provided the new rate meets shortfall requirements

Changes not requiring prior approval may be made by indicating the correction on the Commitment/Certificate of Insurance and remitting a copy to Genworth via fax or email to the ActionCenter. An amended Commitment/Certificate of Insurance will be issued.

6) ACTIVATING COVERAGE / INITIAL PREMIUM

Please follow the activation instructions on the Commitment/Certificate of Insurance to remit the initial Premium and supporting documentation. If you prefer to wire funds please contact our Cash Application and Billing Team to obtain the instructions.

The Commitment/Certificate of Insurance for Zero Monthly insurance requires no Premium at the time of activation. You will provide only the Loan close date for activation. Zero Monthly may be activated by:

- Using the Activation function on CertiLink or
- Sending a Microsoft Excel file to us at certinfo@genworth.com. The file format is Certificate number, Loan number and Loan close date (dd/mm/yyyy)

PLEASE NOTE: See Taxes, Assessments and Surcharges for more requirements regarding payments.

7) HOME AFFORDABLE REFINANCE PROGRAM (HARP) ACTIVATIONS

Genworth issues a replacement Commitment/Certificate of Insurance with a new certificate number on all approved HARP loans. Please follow the activation instructions on the document.

- Zero Monthly and Split Premium products: Provide the Loan close date. You will be billed for the Premium due.
- Monthly or Annual products: Provide the Loan close date and Premium due shown on the Commitment/Certificate of Insurance.
- Single Premium: Provide the Loan close date.

8) RENEWAL BILLING

All renewal billings are generated monthly. The billing formats include Monthly, Split Premium, Zero Monthly, and Annual renewal billing types. Annual Premium renewals are billed in the month preceding the month that Premium is due. All other MI products (e.g. monthly, zero monthly) are, billed current (in the same month the billing is generated). For instance, a March billing would include Certificates where the annual Premium is due in April and all other MI products where the Premium is due in March.

Billing is separated by MI product, and within product, by Lender Paid MI (LPMI) and Borrower Paid MI (BPMI) on paper bills. Automated billing formats include codes to identify LPMI and BPMI Certificates based on the respective format of your computer system or service bureau.

8A) RENEWAL BILLING METHODS

Please contact our Cash Application and Billing Team at certinfo@genworth.com or 800 334.9270 ext.2323 to obtain billing methods from which you may choose.

9) RENEWAL PREMIUM

You must pay the renewal Premium for the renewal term at the rate specified in the Certificate. The renewal Premium covers the renewal term shown on the Commitment/Certificate of Insurance. Genworth must receive payment of the entire renewal Premium on or before the expiration of the term for which Premium was last paid, or within the applicable grace period of 90 days. Coverage will cancel as of the last day of the term for which Premium was paid if the renewal Premium is not received. For purposes of this provision on timely payment, we will consider the Premium due date to be as set forth on our renewal billing. All payments of Premium must be made in full.

Please note that the receipt and deposit of Premium by Genworth does not constitute acceptance until we have completed a final reconciliation of our records with respect to such Premium payment.

9A) OVERDUE NOTICES

Overdue notices are sent monthly at the time your bill is generated. Failure to pay renewal Premiums, as specified in the Policy or this Guide, on any Certificate, will result in the automatic cancellation of mortgage insurance on the Certificate.

9B) NON-PAYMENT OF PREMIUM

Requests for reconsideration will be automatically denied on a Certificate that is cancelled or terminated due to non-payment of Premium.

9C) RENEWAL PREMIUM PAYMENT OPTIONS

- Genworth accepts payments by ACH or wire and by check. If you would like to remit payment by ACH or wire, please contact certinfo@genworth.com or 800 334.9270, ext. 2323.
- If you need the mailing address for Premium payments, please contact certinfo@genworth.com or 800 334.9270, ext. 2323.

Please note that sending checks to our physical address will cause a delay in the application of your payment to the Certificate.

10) PREMIUM PAID AFTER LOAN DEFAULT

We will not terminate coverage on the basis of failure to pay renewal Premium for the period following a Default. Accordingly, you are not required to pay Premium during the period after Default. If however, Premium is received after Default, we will apply the Premium to cover renewal Premium to keep the coverage in force in the event the Default on the Loan cures. If, on the other hand, the Loan does not cure, any such Premium received for post-Default periods will be refunded to the GSE Beneficiary, if any, otherwise to you, upon settlement of the related Claim.

If a Default on the Loan cures, we must receive any unpaid renewal Premium within 60 days of the cure for the period after Default. Coverage on the Certificate will terminate if we do not receive the Premium within the 60 day period. We have no obligation to reinstate coverage on the terminated Certificate following the expiration of the 60-day period.

11) TAXES, ASSESSMENTS AND SURCHARGES

Premium tax, surcharges, or assessment amounts may be charged at a state level on initial and renewal Premium if required by Applicable Law. Currently there are three states (Kentucky, Florida, and West Virginia) that require us to collect these amounts from the Initial Insured, Insured or Beneficiary in addition to the Premium. The Insurance Application received date is used to determine the start date of the rate for Premium taxes, surcharges and assessments. In order to maintain coverage these amounts must be paid along with the Premium.

- The Kentucky state Premium surcharge rates are shown below.

STATE	RATE	START DATE	END DATE
KY	0.018	4/1/2010	
KY	0.015	10/1/1990	3/31/2010*

In addition, we must also collect any applicable Kentucky municipal and/or county government Premium tax which is assessed at the rate set by the local government. These rates vary by municipality and county and are subject to change annually.

- The Florida Hurricane Catastrophe Fund Emergency Assessment rates are shown below.

STATE	RATE	START DATE	END DATE
FL	0.013	1/1/2011	12/31/2014*
FL	0.01	1/1/2007	12/31/2010*

- The West Virginia state Premium surcharge rates are shown below.

STATE	RATE	START DATE	END DATE
WV	0.0055	1/1/2006	
WV	0.01	7/1/1992	12/31/2005*

* For applications received on or after the start date but before the End Date indicated.

Please be advised that the rate and amount for all taxes, surcharges and assessments are subject to change by the governing jurisdiction. The amount of the tax, assessment or surcharge is shown on your Commitment/Certificate of Insurance for the initial amount to be paid. Thereafter, the amount due is shown on your monthly bill. **Your Premium payments cannot be applied to the Certificate without remittance of the applicable taxes, assessments or surcharges.**

12) PAYMENT OF INCORRECT PREMIUM

If a Loan received an inaccurate Premium rate because of inaccurate or omitted Loan Application information, but would still be eligible for coverage at another Premium rate offered by us, we may elect to charge a Premium differential payment. You will be obligated to pay the differential Premium payment, which will be based upon the Premium we would have expected to receive on that Loan at the correct rate. Additional Premium, if required, must be paid within 60 days of our notice or we may rescind coverage.

- Premium differential payments will not be requested for inaccurate Origination Valuations that do not result in a Material Value Variance, but may be requested as a result of inaccurate loan-to-value information.
- Premium differential payments will not be requested for Loans eligible for rescission relief under the Policy.

13) TERM OF COVERAGE

Provided that all Premium is paid as required on a Certificate, and subject to the terms and conditions of the Policy and this Guide, coverage on a Certificate will continue in effect until the first of the following events occurs, at which time coverage will terminate automatically.

- The Loan is paid in full
- The Servicer or Beneficiary cancels coverage on the Certificate

- The term of coverage expires according to the applicable Premium plan
- We settle a Claim submitted with respect to the Certificate.

Borrower paid single premium payment plan Certificates are issued as ‘Term to 78%’. The Term to 78% is in reference to the Loan amortizing to 78% of the Origination Valuation. Unless coverage has cancelled for other reasons, you must submit a cancellation notice when the Loan amortizes to 78%. We have the right to cancel coverage when the scheduled amortization reaches 78% of the Origination Valuation.

14) CERTIFICATE CHANGES

14A) ASSUMPTIONS (MARCH 2015)

All Loan assumptions, with or without the release of liability of the original Borrower, must be reviewed and approved by us prior to you processing the assumption. Failure to obtain our prior approval may result in the cancellation of coverage effective on the date of the assumption, or if a Claim has been submitted we may issue a Claim Denial Notice. The Assumption Request, and its list of required documents including a complete credit package for the new Borrower, should be submitted to Genworth, attention of Central Imaging by fax at 800.285.4322. A new appraisal is not required. The assumption will be underwritten in accordance with current guidelines and, if approved by Genworth, an amended Commitment/Certificate of Insurance will be issued.

Genworth reserves the right to require additional documentation.

This section does not apply to any Loan assumption if Applicable Law prohibits acceleration of the Loan upon the transfer of the interest in the Property.

An Assumption Request can be obtained by contacting the ActionCenter or on the Genworth MI Servicing Website: <http://MIservicing.genworth.com>

14B) PARTIAL RELEASE/ EMINENT DOMAIN/TEMPORARY ACCESS/CONSTRUCTION EASEMENTS

Genworth must approve any partial releases or partial release waivers affecting the Property securing the Loan, and the request must be in writing.

Provide the following documentation:

- A letter outlining the following
 - Why the release is being requested
 - Whether money is being exchanged and if so, the amount
 - The details regarding the release (reason, who will receive land being released, amount of the land being released, etc.)
- 12 month payment history
- Copy of the original security instrument
- Survey outlining the property to be released relative to the location of the house

- A new appraisal stating the value of the portion being released and the value of the remaining Property
- Copy of pending sales contract

Your request should be sent to lenderservices@genworth.com or via fax to 888 964.9159.

If part or all of the Property is taken by eminent domain, condemnation, or any other proceedings by a federal, state or local government unit or agency, you must require that the Borrower apply the maximum permissible amount of any compensation awarded in the proceedings to reduce the outstanding principal balance and interest due under the Loan, in accordance with the law of the jurisdiction where the Property is located.

14C) COVERAGE CHANGES

Coverage Increase

To request an increase in coverage send an email request to lenderservices@genworth.com. The following items must be included:

- A contact name with telephone, fax number, and email address
- Effective date of change (Loan closing date or the date the request is received)
- Previous 12-month payment history
- Certificate number
- Loan number
- Borrower name

Genworth reserves the right to require additional documentation depending on the circumstances of the coverage change. If the request is approved, we will send the Servicer an amended Commitment/Certificate of Insurance which will reflect the increased coverage and Premium amount. The increase in coverage will be effective with the next renewal Premium payment.

Coverage Decrease

To request a decrease in coverage send an email request to lenderservices@genworth.com. The following items must be included:

- A contact name with telephone, fax number, and email address
- Effective date of change (Loan closing date or the date the request is received)
- Certificate number
- Loan number
- Borrower name

If the request is approved, we will send the Servicer an amended Commitment/Certificate of Insurance which will reflect the decreased coverage and Premium amount.

- Annual product: we will calculate the differential in Premium for the time

- remaining in the present term and issue a refund, if any, to the Servicer
- Monthly product: The decreased coverage and Premium will be effective at the next renewal billing.

14D) ADDRESS CHANGES

If the Property address on the Commitment/Certificate of Insurance is different from the Loan documents, a request to correct the address must be submitted in writing with a copy of the appraisal, mortgage/deed of trust and promissory note.

If the Commitment/Certificate of Insurance reflects a lot and block number and a Servicer has a street address, a request to change must be submitted in writing along with a copy of the original appraisal, mortgage/deed of trust and promissory note.

Sometimes the state, city or county will change an address. If this occurs we require a copy of the letter from the state, city or county prior to making the change. All requests for address changes and supporting documents should be submitted to lenderservices@genworth.com or via fax to 888 964.9159

14E) SERVICING TRANSFER

Notice of the transfer of servicing rights must be given to us within 30 days of the transfer. Servicers must be approved by Genworth. If you would like to validate that the transferee is an approved Servicer, please contact the ActionCenter.

To become an approved Servicer, please complete the form on our website <http://mortgageinsurance.genworth.com> to become a business partner.

Options for notice of servicing transfers are provided below:

- Servicing transfers can be completed online at <http://MIservicing.genworth.com> and use the CertiLINK option to transfer servicing or,
- Fax the Servicing Transfer Form (available at <http://MIservicing.genworth.com>) or the completed Servicing Transfer Data section of the Commitment and Certificate of Insurance and fax to 800 866.8708. If you need either the Servicing Transfer Form or a copy of the Commitment and Certificate of Insurance, please contact the ActionCenter.

15) CANCELLATION OF COVERAGE

You are required to provide notice of Loan payoff within 30 days from the payoff date. It is your responsibility to provide timely notice to us if coverage on a Certificate should be cancelled.

You may request cancellation of insurance coverage in any of the following ways:

- CertiLINK: Use the cancel coverage option on CertiLINK at <http://MIservicing.genworth.com> If you need assistance to access the

- site, please contact the ActionCenter.
- EDI transaction: EDI 266 is a transaction that allows Servicers to electronically process MI cancellations. For more information on this option please contact lenderservices@genworth.com
 - Microsoft Excel: Please contact lenderservices@genworth.com for the template containing all of the required fields
 - The Cancellation Notice Form may be submitted to lenderservices@genworth.com or via fax to 888 964.9159. The Cancellation Notice Form can be found on the Genworth MI Servicing Website <http://MIservicing.genworth.com> or by contacting the ActionCenter.

All cancellation requests must provide the following information:

- Borrower name
- Loan number
- Our ten-digit Certificate number
- Effective date of cancellation
- Reason for cancellation: Paid In Full, LTV Drop, or Other (please explain)
- Payee and address to which any applicable refund should be mailed

For Loans where coverage is in effect as of the date of Default, coverage will remain in effect. Genworth will contact the Servicer to validate the status of the Loan and take the action the Servicer requests either to leave the coverage in effect or cancel as requested.

16) PREMIUMS DUE WHEN INSURANCE IS CANCELLED

When coverage is cancelled, any outstanding Premium is due. If Premium is due and not paid at the time of cancellation we will notify you of the amount due. For customers using service bureaus, such as LPS/Black Knight or MORTGAGE SERV, always select to pay Premium at the time a cancellation is processed in your servicing system. If you process your cancellation using CertiLINK please click the [Cancellation Prem Due Inquiry](#) button to determine the amount of Premium due.

17) PREMIUM REFUNDS

Genworth will refund Premium, as described below, within 30 days of receiving a notice to cancel coverage from you. Exceptions to the 30 days may include time required to confirm whether a Default has cured or a different timeframe if required by Applicable Law. Refunds are calculated based on the Premium refund schedule applicable to the Certificate. Premium refund schedules are published at <http://MIservicing.genworth.com>. No Premium is refundable for any period more than 45 days prior to our receipt of the cancellation notice. Any obligation to a third party for any refund of Premium that exceeds the amount payable by us under this provision will be the responsibility of the Servicer. Accordingly, the Servicer should notify us within 45 days of the cancellation effective date.

Refunds are made payable to the party that you designate and sent to the address provided on all cancellation requests received from the Servicer or Beneficiary on which a refund is due. However, if you are required to refund to the Borrower an amount in addition to the amount of our refund, the amount that we refund will be made payable to you and sent to you. We will provide the total amount of the refund along with our check for the portion that Genworth owes. **Any cancellation requests received from Borrowers will be forwarded to you.**

Upon settlement of a Claim, any Premium paid for post-default periods will be refunded to the applicable GSE Beneficiary, if any, otherwise to you.

18) REINSTATEMENT POLICY

18A) COMMITMENT REINSTATEMENTS (03/01/2015)

Genworth will consider the reinstatement of a Commitment under the following conditions:

- **Unexpired Commitment** – A Commitment that has been cancelled, but the expiration date on the Commitment has not yet expired is eligible for reinstatement with no additional documentation requirements. The request to reinstate must be received prior to the Commitment expiration date.
- **Expired Commitment** – A Commitment that has expired may be eligible for reinstatement under the following conditions:
 - Loan is still insurable under Genworth's *Underwriting Guidelines* in effect on the date the reinstatement request is received by Genworth
 - Loan closed prior to the Commitment expiration date with documentation confirming Loan closing prior to Commitment expiration date
 - The reinstatement request is received within 180 days (6 months) of the Loan closing date
 - A current mortgage payment history must be submitted for review
 - All required Loan Payments since Loan close date have been received in full within the month due
 - Additional documentation may be requested at Genworth's discretion.

If you have a question about a cancelled Commitment, please contact the ActionCenter.

18B) CERTIFICATE REINSTATEMENTS (03/01/2015)

Genworth will consider the reinstatement of a cancelled Certificate for non-payment of Premium or Servicer cancellation error under the following conditions:

The reinstatement request must be received within 12 months of the Certificate cancellation date and include a 12-month Loan Payment history (or Loan Payment history from Loan origination date if less than 12 months). **Please note**

that the previously used Genworth Certification form is no longer valid and will not be accepted. In considering a reinstatement request Genworth may, in its discretion, also review the following:

- Delinquency history
- Year Loan was originated
- Product type
- Reason for cancellation
- Borrower Credit history

You are required to submit the Loan Payment history to lenderservices@genworth.com. Additional documentation may be requested at our discretion.

Reinstatement Approval

If the Loan is approved for reinstatement of coverage you will be notified of the approval, the amount of Premium due (including Premium that may have been refunded as a result of cancellation) for reinstatement and the timeframe in which the Premium must be submitted. If the Premium due for reinstatement is not received within the required timeframe, the reinstatement approval will be void.

Reinstatement Denial

If reinstatement of coverage on the Loan is denied, you will be notified of the denial in writing.

In the event that coverage is cancelled due to an error or omission that occurred in connection with the transfer, surrender or seizure of servicing we will reinstate coverage for the group of loans provided that:

- We are notified of the error within 60 days after the billing cycle grace period expires
- Reasonable evidence of the error or omission is provided
- The Loans considered for reinstatement meet the reinstatement policy set forth in this Section
- All Premiums due for reinstatement are received within the specified timeframe included in the reinstatement approval.

19) REQUEST FOR RECONSIDERATION (3/01/2015 REMOVED. PLEASE REFER TO THE CLAIMS AND FORECLOSURE BIDDING SERVCING GUIDE)

20) FILE RETENTION

With respect to each Loan, the Servicer must maintain and preserve a complete and accurate Loan File and Servicing File for the latest of (i) 2 years after settlement of the Claim or the date the Loan is no longer insured under the Policy, (ii) the period required by the Servicer's records retention policy, and (iii) the period required by Applicable Law.