

**EVEREST NATIONAL INSURANCE COMPANY**

**LENDER LIABILITY INSURING AGREEMENT**

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insured** agree that coverage will be provided subject to all of the terms, conditions and limitations of this Insuring Agreement, as follows:

1. The attached **Policy** is amended by adding an additional Insuring Agreement as follows:

**LENDER LIABILITY INSURING AGREEMENT**

The **Insurer** will pay on behalf of the **Company**, **Loss** resulting from **Claims** first made during the **Policy Period** or Extended Reporting Period, brought by a **Borrower** or a **Guarantor**, against the **Company** for which the **Company** is legally obligated to pay for **Wrongful Acts** relating to an extension of credit, an agreement or refusal to extend credit, **Loan Servicing**, or the collection, or restructuring of any extension of credit by the **Company**.

2. For the purpose of the coverage afforded by this Insuring Agreement, all of the terms and conditions set forth in the **Policy** and any amendments thereto shall apply except:

- A. Section II, entitled "Additional Coverages", is deleted in its entirety.
- B. Section IV, entitled "Definitions", is amended to add the following:

**Borrower** means any person or entity to which the **Company** has extended credit, entered into an agreement to extend credit, or refused to extend credit where the extension of credit, the agreement to extend credit, or the refusal to extend credit is the subject matter of the **Claim**.

**Guarantor** means any person or entity which guaranteed an extension of credit or agreement to extend credit to a **Borrower** where such guarantee is the subject matter of the **Claim**.

- C. All of the Exclusions set forth in Section V, entitled "Exclusions Applicable to all Insuring Agreements", shall apply and the following are added:

**Bonding/Insurance Company Exclusion** - The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** that is brought directly or indirectly by or for the benefit of any insurance carrier or bond carrier of the **Company**, or any affiliate of the **Company**, regardless in whose name such **Claim** is actually made.

**Legal Lending Limit Exclusion** - The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** arising out of or in any way involving any extension of credit which was, at the time of its making, in excess of the legal lending limit of the **Company**.

- D. Section V, entitled “Exclusions Applicable to all Insuring Agreements,” is amended to delete and replace the Bodily/Personal Injury and Property Damage Exclusion,” as follows:

**Bodily/Personal Injury and Property Damage Exclusion** - The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** for actual or alleged bodily injury (other than emotional distress or mental anguish), sickness, disease, or death of any person, damage to or destruction of any tangible or intangible property including loss of use thereof, wrongful entry, slander of title, eviction, false arrest, false imprisonment, malicious prosecution, abuse of process, assault, battery, mental anguish, emotional distress, loss of consortium, invasion of privacy, defamation, false light, libel, or slander.

3. This Insuring Agreement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the **Policy** other than as above stated.