

Multifamily Selling and Servicing Guide

Effective as of August 29, 2025

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Section 501 Property and Liability Insurance

501.01 General Insurance – Applies to All Policies

501.01A Generally

Guidance

When terms or acronyms for insurance forms and policies are capitalized in this Chapter, they refer to Insurance Services Office (ISO) forms and policies or their equivalent. Other capitalized terms and acronyms have standard insurance industry meanings.

Requirements

As of the Mortgage Loan Origination Date, you must ensure each Property is covered by compliant property insurance and liability insurance.

You must ensure all insurance policies:

- list the Borrower as a named insured;
- are written on an Occurrence-Based Policy, except the following, which may be written on an Occurrence-Based Policy or a Claims-Made Policy:
 - earthquake insurance;
 - directors' and officers' insurance;
 - professional liability insurance; and
 - general liability insurance for Seniors Housing Properties only when combined with professional liability insurance;
- unless the Loan Documents expressly state otherwise, require the carrier to notify the named Mortgagee and/or Additional Insured in writing
 - at least 10 days before policy cancellation for non-payment of premium, and
 - 30 days before cancellation for any other reason;
- except for professional liability insurance, name:
 - Fannie Mae as Additional Insured on
 - general liability insurance, and
 - excess/umbrella insurance; and
 - "Fannie Mae, its successors, and assigns" as Mortgagee and Loss



Payee on property insurance; and

- use Replacement Cost Basis; however, coverage for roofs may use
 - Actual Cash Basis, or
 - Replacement Cost Basis.

Guidance

You should:

- obtain the advance cancellation notice for the benefit of each Mortgagee and Additional Insured from the insurance carriers whenever possible; or
- if the insurer will not provide advance cancellation notices, ensure the Loan Documents were not modified in any manner limiting:
 - the Borrower's obligation to promptly inform you of any notice of cancellation it receives from an insurance carrier; or
 - any recourse liability of the Borrower or any Guarantor for failing to maintain all insurance coverages required by the
 - Loan Documents, and
 - Guide.

When a Property management company provides insurance, you should confirm the Borrower is listed as an Additional Named Insured on the applicable policies.

An acceptable mortgagee clause is:

Fannie Mae, its successors and/or assigns, as their interest may appear c/o [Lender Name] Lender's Street Address or PO Box Lender's City, State and Zip Code

% Operating Procedures

If the insurer will not provide advance cancellation notices, your Servicing File must include

- evidence of your attempts to obtain the notice provisions, and
- a copy of the state statute regarding cancelation notification.

501.01B Insurable Value Determination



Requirements

You must use reliable sources to determine estimated Insurable Value.

-	Outdanaa
\mathbf{J}	Guidance

Common Reliable Sources to Determine Estimated Insurable Value	
Resource	Description
Insurance Company Estimate	An estimate from the insurance company underwriting the property damage insurance.
Appraisal's Insurable Value	A qualified commercial real estate Appraisal from an Appraiser experienced in the market per Part II, Chapter 2: Valuation and Income, Section 202: Appraisal and Valuation.
Contractor	A reputable commercial contractor with experience constructing and/or reconstructing similar area properties.
Vendor	A third-party vendor who specializes in Insurable Value calculations, or publishes data used to determine Insurable Value.

501.01C Blanket and Other Policies Covering Multiple Properties

Requirements

You must ensure:

- any Blanket Policy coverage is as good as, or better than, a single property insurance policy; and
- the Property is listed and identified in the
 - policy, or
 - associated schedules.

Guidance

A Schedule of Values is a list of insurable values (all elements of the Total Insurable Value) the Borrower provides to an insurance company for all properties covered under a property insurance policy.



You should:

- review and analyze the Schedule of Values and geographical concentration and/or aggregated values of Properties/Total Insurable Values under the Blanket Policy; and.
- confirm that Blanket Insurance Limits:
 - are limited to a 1 per occurrence shared limit for:
 - more than 1 property;
 - more than 1 category of coverage; or
 - both;
 - will be reinstated to the pre-loss limits after a casualty; and
 - are sufficient to cover the largest Total Insurable Value.

Solution Operating Procedures

You must

- clearly document your analysis of any Blanket Policy (related or unrelated entities) in your Servicing File, and
- include supported conclusions.

501.01D Risk Retention Groups and Captive Insurance

Requirements

You must ensure any Risk Retention Group or Captive Insurer has a rating of at least A- / VII from A.M. Best Company.

For any Risk Retention Group or Captive Insurer that is not satisfactorily rated, before Rate Lock, you must:

- obtain and review the applicable information in the Unrated Risk Retention Group or Captive Insurer table; and
- submit a
 - written summary, and
 - recommendation for approval, explaining
 - any non-compliant requirements,
 - any adverse findings, and
 - your rationale for recommending approval.



Unrated R	Unrated Risk Retention Group or Captive Insurer		
Document/Entity	Description		
Certificate of Authority (CA)	State-issued license to an insurance company to conduct business, and includes the		
	 date of authority, complete Captive Insurer name, and state of domicile. 		
State Examination Report	Report covering a specific timeframe that:		
	 reviews the company's: balance sheet (including assets, liabilities, capital, and surplus); statement of income; investments; premiums; reinsurance assumed and ceded; unpaid losses and loss adjustment expense; and losses and loss adjustment expense incurred; and ascertains its: financial condition; ability to fulfill obligations; and compliance with applicable state laws and 		
Actuarial Report	Report culminating with a statement of actuarial opinion (minimum requirement) after evaluating, opining, and certifying the adequacy of the Captive		
	 Insurer's open and paid losses, loss adjustment expense reserves, capital, and surplus. 		



Unrated R	Unrated Risk Retention Group or Captive Insurer	
Document/Entity	Description	
Loss History	Frequency and severity of insurance losses covered by the Captive Insurer's policy during a specific timeframe.	
Reinsurance and/or Fronting Company	Reinsurance is when an insurer transfers all or part of a risk to another insurer to reduce the risk for the first insurance.	
	Fronting company is using a licensed, admitted insurer to issue an insurance policy on behalf of a self-insured organization or Captive Insurer without intending to transfer any of the risk. The risk of loss is retained by the self-insured or Captive Insurer with an indemnity or reinsurance agreement.	
Captive Insurer	Captive Insurer is either a: • single parent captive (pure captive) - when an insurance subsidiary insures the loss exposures of its parent company or single entity; or • group captive a captive owned by several different companies who are normally - from the same industry, and - have similar risks.	

Guidance

Captive Insurers (and similar arrangements):

- may have lower capitalization requirements than traditional insurance companies; and
- are not usually rated by a recognized rating agency.

For Captive Insurers, you should:

- confirm they
 - are financially stable, and
 - have adequate funds to cover potential losses; and



review additional documents as warranted.

Operating Procedures

You must submit all documents for unrated Captive Insurers or Risk Retention Groups:

- through DUS Gateway, for new Mortgage Loan submissions; and
- annually through the MAMP, for Portfolio Mortgage Loans.

501.01E Insurance Carrier Rating

Requirements

Rating requirements do not apply to policies issued

- through State-sponsored insurance programs, or
- by insurers participating in NFIP.

For a new policy, you must ensure the insurance carrier has an A.M. Best Company

- general policyholder rating of A- or better, and
- financial size category of VII or better.

Guidance

A new policy is one that is

- not already in force, and
- most common for an Acquisition.

An existing policy is

- most common for a refinance, or
- when the Property is added to a Borrower's already-in-place policy.

501.01F

Guidance

Policies should have a term of at least 12 months. For new Mortgage Loans, a Property may be added mid-term to an existing 12-month policy.

Term



You may accept a policy term of less than 12 months if the:

- shorter term is due to carrier
 - non-renewal, or
 - cancellation; or
- policy is
 - expiring, and
 - will be renewed for at least 12 months.

501.01G Payment of Premium

Requirements

You must:

- ensure premiums for all required insurance policies are either:
 - paid in full annually; or
 - payable in installments, for which you have receipts confirming timely payment;
- not provide premium financing to the Borrower; and
- only permit third-party premium financing if:
 - the financing agreement:
 - has no negative impact on
 - □ you,
 - Fannie Mae, or
 - the Mortgage Loan collateral; and
 - does not include any conditions that could prevent you or Fannie Mae from receiving the insurance proceeds; and
 - the Modifications to Multifamily Loan and Security Agreement (Financing of Insurance Premiums) (Form 6272) was executed.

If the Borrower finances premiums, you must

- review the financing agreement,
- confirm timely payment of each premium was made, and



- retain in the Servicing file
 - the financing agreement, and
 - evidence of premium payments.

501.01H Evidence of Insurance

Requirements

You must have:

- temporary or permanent evidence of insurance when the Mortgage Loan closes; and
- permanent evidence of insurance within 90 days after Mortgage Loan Delivery.





Acceptable Evidence of Insurance		
Acceptable Temporary Evidence Forms	Acceptable Permanent Evidence Forms	
 ACORD 28 Evidence of Commercial Property Insurance (most recent version or, if applicable, the state-approved form), combined with ACORD 25 Certificate of Liability Insurance. ACORD 75 Insurance Binder. If an ACORD certificate is unavailable, a joint letter from the Borrower and its licensed insurance broker/agent certifying that all coverages, terms, and conditions meet the requirements. For NFIP flood insurance: the Policy Declaration page;or a copy of the signed application and proof of payment. 	 An original or duplicate copy of the insurance policy. For a Property securing a Mortgage Loan with a UPB: less than or equal to \$10 million, the MBA Evidence of Insurance - Commercial Property Form; or greater than \$10 million, or for blanket policies with multiple layers, duplicate copies of the primary insurance policies, which should: include a letter (signed and dated on company letterhead) from an individual authorized to execute evidence of insurance on behalf of the insurance carriers issuing each policy; state that all policies follow the same terms, conditions, and exclusions as the primary policy, with any differences specified; and for NFIP flood insurance, include the Policy Declaration page. 	

The following are not acceptable forms of permanent evidence:

- insurance policy declarations pages (except for an NFIP policy);
- single policy endorsement;
- insurance binders; and
- certificates of insurance.

501.01I Insurance Exceptions

Requirements

Post-closing exception request submissions must include current information.



All exceptions, including those delegated, must be documented in the applicable business application.

You must submit any insurance exception request:

- through DUS Gateway with all applicable data fields completed in the system, not via an attached waiver document;
- at least 72 hours before Rate Lock; and
- with all supporting documentation.

Guidance

If the waiver is approved for the entire Mortgage Loan term, it will be stated in the approval.

501.02 Property Insurance

501.02A Minimum Coverage Amounts

Requirements

You must ensure:

- each Property has property insurance throughout the Mortgage Loan term; and
- the coverage is:
 - written using Special Peril Coverage;
 - at least
 - 100% of estimated Insurable Value for a single-building Property, and
 - 90% of estimated Insurable Value for a multiple-building Property; and
 - equal to 100% of the current Insurable Value if any level of coinsurance is permitted.

Guidance

A margin clause:

- should not be used to determine compliant property insurance limits; and
- may contain provisions limiting additional coverage availability.



A Property Damage Insurance policy should contain an Inflation Guard endorsement that annually adjusts the insurance amount based on the inflation rate in the Property's geographic area.

501.02B Deductibles

Requirements

The maximum deductible amounts:

- apply to all insurance coverages required by:
 - Part II, Chapter 5: Property and Liability Insurance, Section 502: Catastrophic Risk Insurance; and
 - Part II, Chapter 5: Property and Liability Insurance, Section 502.06: Liability Insurance; and
- must comply with the following tables.

Maximum Deductibles	
For the peril of	The maximum deductible must not exceed
Wind/Hail (unrelated to a catastrophic peril)	 5% of the subject collateral's Total Insurable Value; or when expressed only as a dollar value: \$50,000 for collateral Insurable Values less than \$10 million; or \$100,000 for collateral Insurable Values \$10 million or more.
Named Storm	 7.5% of the subject collateral's Total Insurable Value; or when expressed only as a dollar value: \$50,000 for collateral Insurable Values less than \$10 million; or \$100,000 for collateral Insurable Values \$10 million or more.

Maximum Deductibles for All Other Perils

Specific Limit Insurance Policy



Maximum Deductibles for All Other Perils		
For Policies	The maximum deductible amount per occurrence based on the Total Insurable Value is	
Less than \$10 million	\$50,000	
\$10 million or more	\$100,000	
	Blanket Deductibles	
For Blanket Policies with a	The maximum deductible amount per occurrence is	
Blanket limit	\$250,000	
Specific limit	 \$50,000 for collateral Insurable Values less than \$10 million; or \$100,000 for collateral Insurable Values \$10 million or more. 	
I	Expanded Deductibles ¹	
For Policies other than NFIP	The maximum deductible amount per occurrence based on the Total Insurable Value is	
Less than \$10 million	\$100,000	
\$10 million or more	\$150,000	
1 Expanded deductibles must meet all the following		

1 Expanded deductibles must meet all the following:

• the Borrower evidences liquid assets equal to at least 4x the deductible amount;

- the Mortgage Loan
- has a Pass rating,
 - is not currently delinquent, and
 - has not been delinquent within the last 12 months;
- the Property condition rating is a 2 or better; and
- you annually review the Mortgage Loan's eligibility.

Guidance

Before accepting any deductibles, you should:



- assess the Borrower's ability to pay the deductible throughout the policy term;
- determine the high deductible financial exposure by considering total paid expenses rather than only the difference between the
 - maximum allowable deductible, and
 - requested/actual deductible; and
- only use the Borrower's owned or related properties to determine the maximum deductible if insurance coverage is provided on a management company's or unrelated entities' master property program.

501.02C Aggregate Deductibles

Guidance

You may accept a Property and Liability policy that includes aggregate deductibles. The aggregate deductible may be higher than the maximum deductible required per Part II, Chapter 5: Property and Liability Insurance, Section 501.02B: Deductibles.

Requirements

If you accept a Property and Liability policy that includes aggregate deductibles, you must:

- confirm the aggregate deductible amount is fully funded and held by:
 - the Borrower in a segregated bank account;
 - you in the Tax and Insurance escrow; or
 - a third party for the Borrower's benefit; and
- require any claim checks to:
 - list you as payee c/o Fannie Mae; and
 - be considered insurance loss proceeds per the Loan Documents.

501.02D Business Income (including Rental Value) Insurance

Requirements

You must ensure:

 each Property has business income insurance (including rental value insurance), for all required coverages, including



- ordinance or law (Coverage D),
- windstorm,
- flood,
- earthquake, and
- terrorism, etc.;
- coverage is based on:
 - Actual Loss Sustained for 12 months; or
 - the most recent annual reported (or annualized if annual financial are unavailable):
 - EGI; or
 - NOI plus continuing expenses;
- the maximum deductible for business income insurance does not exceed:
 - the maximum deductible for the property insurance policy, or
 - a waiting period of
 - 3 days, or
 - 72 hours; and
- coverage for a Mortgage Loan with a UPB of \$35 million or more includes a 90-day Extended Period of Indemnity option.

501.02E Ordinance or Law Insurance

Requirements

If the Property is non-conforming under any current land use law or ordinance, you must ensure the Property has ordinance or law insurance:

- for all perils, even if insured on a standalone policy; and
- that includes the Increased Period of Restoration (Coverage D) endorsement if any buildings are 5 stories or more.



Coverages	If ordinance or law insurance is required, you must ensure the Property has all of the following
Coverage A	 Loss of Undamaged Portion, in an amount equal to 100% of the Insurable Value, minus the damage threshold specified by the local building ordinance, or 50% of the Insurable Value, if the local ordinance does not specify a threshold.
Coverage B	Demolition/Debris Removal Cost equal to at least 10% of the Insurable Value.
Coverage C	Increased Cost of Construction equal to at least 10% of the Insurable Value.

Guidance

Examples of ordinance or laws include

- bulk restrictions,
- building,
- zoning,
- energy management,
- green, or
- Fair Housing Act accessibility.

Some municipalities have no zoning districts. This primarily refers to use. Usually, buildings are still subject to building and safety codes; therefore, coverage is required.



	Required Limits Example
lf	Then the required coverage is
the Insurable Value equals • \$10 million, and • the damage threshold of the local building ordinance is 75%	100% of the Insurable Value, minus the damage threshold specified by the local building ordinance (e.g., \$10 million - \$7.5 million = \$2.5 million for Coverage A).
Coverages A, B, and C are combined	the Coverage A amount plus 10% of the Insurable Value for Coverage B plus 10% of the Insurable Value for Coverage C (e.g., \$2.5 million + \$1 million + \$1 million = \$4.5 million).
Coverages B and C are combined	10% of the Insurable Value for Coverage B plus 10% of the Insurable Value for Coverage C (e.g., \$1 million + \$1 million = \$2 million).

Coverage D for law and ordinance insurance:

- extends the business:
 - income and extra expense coverage; and
 - additional time to restore operations when delayed due to enforcement of building or zoning laws; and
- is paid from the Property's business income/rent loss coverage.

Without this Increased Period of Restoration endorsement, business income coverage does not include any "increased period" that may be necessary due to enforcement of an ordinance or law.

When evaluating this coverage you should ensure the business income/rent loss limit is adequate to reflect the increased period of restoration.

501.02F Equipment Breakdown or Boiler and Machinery Insurance

Requirements

You must ensure:

a Property with any high-pressure, centralized HVACS boiler, water heater, or other vessel in operation and regulated by the Property's state or municipality has full equipment breakdown or boiler and machinery



insurance;

- the coverage equals at least 100% of the Insurable Value of each building housing the equipment; and
- if equipment breakdown or boiler and machinery insurance is provided by a carrier other than the carrier providing the property damage policy, both policies include a Joint Loss Agreement.
- **501.02G** Builder's Risk Insurance

Requirements

You must ensure:

- if property insurance coverage is excluded during construction or significant renovation or restoration, the Property has builder's risk insurance during such activity; and
- the coverage equals at least 100% of the completed value, on a non-reporting basis.

501.02H Fidelity Bond / Crime Insurance

Requirements

You must ensure:

- each Property owned by a Cooperative Organization has fidelity bond/crime insurance in an amount covering scheduled Cooperative Maintenance Fees for at least 3 months; and
- the fidelity bond/crime insurance deductible does not exceed \$25,000.

501.02I Regional Perils Insurance

Requirements

You must ensure:

- if a Property is in an area prone to geological phenomena, the property insurance coverage includes those phenomena; and
- the coverage equals 100% of the Insurable Value.

Guidance

Examples of geological phenomena include



- sinkhole,
- mine subsidence,
- volcanic eruption, and
- avalanche.

Glossary

A

Acquisition	 Any Purchase of either the: Property's fee simple or leasehold interest via a deed transfer; or Controlling Interest in the Borrower.
	SynonymsAcquisitions
Appraisal	Written statement independently and impartially prepared by a qualified Appraiser stating an opinion of the Property's market value • as of a specific date, and • supported by the presentation and analysis of relevant market information.
	Synonyms • Appraisals • Appraisal's
Appraiser	Person engaged to estimate a Property's market value per USPAP.
	Synonyms • Appraiser's • Appraisers
B	
Blanket Policy	Insurance policy providing coverage for multiple properties and/or multiple perils.
	Synonyms • Blanket

|--|

Borrower	Person who is the obligor per the Note.
	Synonyms • Borrowers • Borrower's
С	
Captive Insurer	Insurance company wholly owned and controlled by its insureds, whose primary purpose is to insure the risks of its owners, and its insureds benefit from the captive insurer's underwriting profits.
	Synonyms • Captive Insurer's • Captive Insurers
Cooperative Organization	Corporation or legal entity where each shareholder or equity owner is granted the right to occupy a unit in a multifamily residential property under a proprietary lease or occupancy agreement.
D	
Delivery	Submission of all correct, accurate, and certifiable documents, data, and information with all applicable documents properly completed, executed, and recorded as needed, and any deficiencies resolved to Fannie Mae's satisfaction.
	Synonyms • Deliver • Delivered • Deliveries
DUS Gateway	Multifamily pre-acquisition system, or any successor systems, recording deal registration, Pre-Review and/or waiver tracking, Mortgage Loan Commitments, and decision records.

G		
Guarantor	Key Principal or other Person executing aPayment Guaranty,Non-Recourse Guaranty, orany other Mortgage Loan guaranty.	
	Synonyms • Guarantors	
Guide	Multifamily Selling and Servicing Guide controlling all Lender and Servicer requirements unless a Lender Contract specifies otherwise.	
	Synonyms • DUS Guide	
Ι		
Insurable Value	For any Property, the estimate of the maximum dollar amount needed to replace, repair, or reproduce the Property, but excluding any land value.	
	Synonyms Insurable Values 	
J		
Joint Loss Agreement	 Provision used when more than 1 insurer gives the same property coverage to temporarily allocate losses to ensure prompt payment to the policyholder. For covered losses, insurers pay the policyholder: any undisputed amounts; and all remaining sums in equal shares and insurers arbitrate among themselves to determine final responsibility for those sums. 	
L		

L



Lender	Person Fannie Mae approved to sell or service Mortgage Loans.
	Synonyms • Lenders • Lender's
Loan Documents	All Fannie Mae-approved documents evidencing, securing, or guaranteeing the Mortgage Loan.
	 Synonyms Loan Document Mortgage Loan Document Mortgage Loan Documents
Μ	
MAMP	Multifamily Asset Management Portal used to submit • Property inspections, • operating statements, • requested modifications, • asset management reports, and • data corrections for loan or property attributes.
	SynonymsMultifamily Asset Management PortalMAMP's
MBA	Mortgage Bankers Association
	Synonyms • MBA's

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Mortgage Loan **Origination Date**

Mortgage Loan

Property

Ρ

Multifamily residential real estate securing the Mortgage Loan, including the

a mortgage debt obligation with a Fannie Mae credit

Date you fund a Mortgage Loan to the Borrower.

fee simple or Leasehold interest,

• Mortgage Loan's Origination Date

- Improvements, and
- personal property (per the Uniform Commercial Code).

Synonyms

- Properties
- Property's

R

Rate Lock

Agreement between you and the Investor containing the terms of the Lender-Arranged Sale or Multifamily Trading Desk trade of the Mortgage Loan and the MBS terms and conditions relating to the underlying MBS, if applicable, which may be documented via a recorded telephone conversation.

Synonyms

Rate Locks

Mortgage debt obligation evidenced, or when made will

be evidenced, by

enhancement.

 Mortgage Loans Mortgage Loan's

Origination Date

Synonyms

Synonyms

• the Loan Documents, or



Risk Retention Group	State-chartered insurance company created by the 1986 federal Liability Risk Retention Act, insuring commercial businesses and government entities against liability risks.
	Synonyms • RRG • Risk Retention Groups
S	
Security	MBS, PFP MBS, or REMIC.
	Synonyms • Securities
Servicing File	Your file for each Mortgage Loan serviced.
	Synonyms • Servicing Files
Т	
Total Insurable Value	For any Property, the sum of the full value of the insured's: • covered Property; • Property-related business income values; and • any other covered Property interests.
	Synonyms Total Insurable Values
U	
UPB	Unpaid Principal Balance
	Synonyms • UPBs