

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2013

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_ to \_\_\_\_

Commission file number 1-10816

**MGIC INVESTMENT CORPORATION**

(Exact name of registrant as specified in its charter)

WISCONSIN

(State or other jurisdiction of incorporation or organization)

39-1486475

(I.R.S. Employer Identification No.)

MGIC PLAZA, 250 EAST KILBOURN AVENUE,  
MILWAUKEE, WISCONSIN

(Address of principal executive offices)

53202

(Zip Code)

(414) 347-6480

(Registrant's telephone number, including area code)

Securities Registered Pursuant to Section 12(b) of the Act:

Title of Each Class:

Common Stock, Par Value \$1 Per Share

Common Share Purchase Rights

Name of Each Exchange on Which  
Registered:

New York Stock Exchange

Securities Registered Pursuant to Section 12(g) of the Act:

Title of Class:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

Yes  No

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.  Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).  Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer  Accelerated filer   
Non-accelerated filer  Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act).  Yes  No

State the aggregate market value of the voting common stock held by non-affiliates of the Registrant as of June 30, 2013: Approximately \$2.0 billion\*

\* Solely for purposes of computing such value and without thereby admitting that such persons are affiliates of the Registrant, shares held by directors and executive officers of the Registrant are deemed to be held by affiliates of the Registrant. Shares held are those shares beneficially owned for purposes of Rule 13d-3 under the Securities Exchange Act of 1934 but excluding shares subject to stock options.

Indicate the number of shares outstanding of each of the Registrant's classes of common stock as of February 14, 2014: 338,036,029

The following documents have been incorporated by reference in this Form 10-K, as indicated:

<u>Document</u>	<u>Part and Item Number of Form 10-K Into Which Incorporated*</u>
Proxy Statement for the 2014 Annual Meeting of Shareholders	Items 10 through 14 of Part III

\* In each case, to the extent provided in the Items listed.

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## PART I

### Item 1. Business.

#### A. General

We are a holding company and through wholly-owned subsidiaries we provide private mortgage insurance and ancillary services. In 2013, our net premiums written were \$923.5 million and our primary new insurance written was \$29.8 billion. As of December 31, 2013, our primary insurance in force was \$158.7 billion and our direct primary risk in force was \$41.1 billion. For further information about our results of operations, see our consolidated financial statements in Item 8. As of December 31, 2013, our principal mortgage insurance subsidiary, Mortgage Guaranty Insurance Corporation (“MGIC”), was licensed in all 50 states of the United States, the District of Columbia, Puerto Rico and Guam. During 2013, we wrote new insurance in each of those jurisdictions.

#### *Overview of the Private Mortgage Insurance Industry*

We established the private mortgage insurance industry in 1957 to provide a private market alternative to federal government insurance programs. Private mortgage insurance covers losses from homeowner defaults on residential mortgage loans, reducing, and in some instances eliminating, the loss to the insured institution if the homeowner defaults. Private mortgage insurance plays an important role in the housing finance system by assisting consumers, especially first-time homebuyers, to affordably finance homes with less than a 20% down payment, thereby expanding homeownership opportunities. In this annual report, we refer to loans with less than 20% down payments as “low down payment” mortgages or loans. During 2012 and 2013, approximately \$175 billion and \$212 billion, respectively, of mortgages were insured with primary coverage by private mortgage insurance companies. These figures include \$44 billion and \$37 billion, respectively, of refinance transactions that were originated under the Home Affordable Refinance Program (“HARP”). We do not include HARP transactions in our new insurance written total because we consider them a modification of the coverage on existing insurance in force. Although the volume of mortgages insured by private mortgage insurance companies has increased in recent years, it remains significantly below the levels of the mid-2000s. In 2007, for example, approximately \$357 billion of mortgages were insured with primary coverage by private mortgage insurance companies.

The mortgage insurance industry competes with governmental agencies and products designed to eliminate the need to purchase private mortgage insurance. For most of our business, we and other private mortgage insurers compete directly with federal and state governmental and quasi-governmental agencies that sponsor government-backed mortgage insurance programs, principally the Federal Housing Administration (the “FHA”) and, to a lesser degree, the Veterans Administration (“VA”). During 2011, 2012 and 2013, the FHA and VA accounted for approximately 77.3%, 68.1% and 62.9%, respectively, of the total low down payment residential mortgages that were subject to FHA, VA or primary private mortgage insurance, a substantial increase from an approximately 22.7% market share in 2007, according to statistics reported by *Inside Mortgage Finance*, a mortgage industry publication that computes and publishes primary market share information.

The decrease in the 2013 combined market share of the FHA and VA, compared to 2012 and 2011, is a trend that has been positive for the mortgage insurance industry. This decrease may have been influenced by the different rate structures and changes to underwriting criteria implemented by several mortgage insurers, including MGIC, from 2011 through 2013, as well as changes to FHA's pricing and policy terms that became effective in the same time period. For more information, see "Management's Discussion and Analysis of Financial Condition and Results of Operations – Results of Consolidated Operations – New Insurance Written," in Item 7.

The increase in market share of the FHA and VA, coupled with the decrease in the level of mortgage loan originations overall through 2011, led to a decrease in our new insurance written from \$76.8 billion in 2007 to \$14.2 billion in 2011. The level of mortgage loan originations increased in each of 2012 and 2013, and our new insurance written increased to \$24.1 billion in 2012 and \$29.8 billion 2013.

The Federal National Mortgage Association ("Fannie Mae") and the Federal Home Loan Mortgage Corporation ("Freddie Mac") purchase residential mortgages as part of their governmental mandate to provide liquidity in the secondary mortgage market. In this annual report, we refer to Fannie Mae and Freddie Mac collectively as the "GSEs." The GSEs cannot buy low down payment loans without certain forms of credit enhancement, one of which is private mortgage insurance. Therefore, private mortgage insurance facilitates the sale of low down payment mortgages in the secondary mortgage market to the GSEs. Private mortgage insurance also reduces the regulatory capital that depository institutions are required to hold against low down payment mortgages that they hold as assets.

The GSEs have been the major purchasers of the mortgages underlying new insurance written by private mortgage insurers. As a result, the private mortgage insurance industry in the U.S. is defined in large part by the requirements and practices of the GSEs. These requirements and practices, as well as those of the federal regulators that oversee the GSEs and lenders, impact the operating results and financial performance of companies in the mortgage insurance industry. The Federal Housing Finance Agency ("FHFA") is the conservator of the GSEs and has the authority to control and direct their operations. The U.S. Department of the Treasury reported its recommendations regarding options for ending the conservatorship of the GSEs in February 2011, and while it does not provide any definitive timeline for GSE reform, it does recommend using a combination of federal housing policy changes to wind down the GSEs, shrink the government's footprint in housing finance (including FHA insurance), and help bring private capital back to the mortgage market. Since then, Members of Congress have introduced several bills intended to scale back the GSEs, however, no legislation has been enacted. As a result of the matters referred to above, it is uncertain what role the GSEs, FHA and private capital, including private mortgage insurance, will play in the domestic residential housing finance system in the future or the impact of any such changes on our business. In addition, the timing of the impact of any resulting changes on our business is uncertain. Most meaningful changes would require Congressional action to implement and it is difficult to estimate when Congressional action would be final and how long any associated phase-in period may last. See the risk factor titled "Changes in the business practices of the GSEs, federal legislation that changes their charters or a restructuring of the GSEs could reduce our revenues or increase our losses" in Item 1A.

The rate of growth in U.S. residential mortgage debt was particularly strong from 2001 through 2006. In 2007, this growth rate began slowing and, since 2007, U.S. residential mortgage debt has generally decreased. During the last several years of the growth period, the mortgage lending industry increasingly made home loans at higher loan-to-value (“LTV”) ratios, to individuals with higher risk credit profiles and based on less documentation and verification of information regarding the borrower. Beginning in 2007, job creation slowed and the housing markets began slowing in certain areas, with declines in certain other areas. In 2008 and 2009, payroll employment in the U.S. decreased substantially and nearly all geographic areas in the U.S. experienced home price declines. Together, these conditions resulted in significant adverse developments for us and our industry. After earning an average of approximately \$580 million annually from 2004 through 2006 and \$169 million in the first half of 2007, we had aggregate net losses of \$5.3 billion for the years 2007-2012, and a loss of \$50 million for 2013.

The insurance laws of 16 jurisdictions, including Wisconsin, our domiciliary state, require a mortgage insurer to maintain a minimum amount of statutory capital relative to the risk in force (or a similar measure) in order for the mortgage insurer to continue to write new business. We refer to these requirements as the “State Capital Requirements.” While they vary among jurisdictions, currently the most common State Capital Requirements allow for a maximum risk-to-capital ratio of 25 to 1. Wisconsin does not regulate capital by using a risk-to-capital measure but instead requires a minimum policyholder position (“MPP”). The “policyholder position” of a mortgage insurer is its net worth or surplus, contingency reserve and a portion of the reserves for unearned premiums.

During part of 2012 and 2013, MGIC’s risk-to-capital ratio exceeded 25 to 1. We funded MGIC Indemnity Corporation (“MIC”), a direct subsidiary of MGIC, to write new business in jurisdictions where MGIC no longer met, and was not able to obtain a waiver of, the State Capital Requirements. In the third quarter of 2012, we began writing new mortgage insurance in MIC in those jurisdictions. In March 2013, our holding company issued additional equity and convertible debt securities and transferred \$800 million to increase MGIC’s capital. As a result, later in 2013, MGIC was again able to write new business in all jurisdictions and MIC suspended writing new business. As noted in “—Risk Sharing Arrangements” below, in April 2013, we entered into a quota share reinsurance transaction with a group of unaffiliated reinsurers. That transaction applies to new insurance written between April 1, 2013 and December 31, 2015 (with certain exclusions). In December 2013, we entered into an Addendum to the quota share transaction that applies to certain insurance written before April 1, 2013. Although the quota share transaction was approved by the GSEs, it is possible that under the GSE Capital Standards and/or the revised State Capital Requirements discussed below, MGIC will not be allowed full credit for the risk ceded to the reinsurers under the transaction. If MGIC is disallowed full credit, MGIC may terminate the transaction, without penalty, when such disallowance becomes effective. At December 31, 2013, MGIC’s risk-to-capital ratio was 15.8 to 1, below the maximum allowed by the jurisdictions with State Capital Requirements, and its policyholder position was \$454 million above the required MPP of \$1.0 billion. Excluding the effects of the Addendum, MGIC’s risk-to-capital would have been 19.2 to 1.

During 2013, two competitors also announced efforts to reduce their risk-to-capital ratios in order to ensure their ability to continue writing new business. Also during 2013, a former competitor announced a planned recapitalization intended to allow that company to resume writing new business early in 2014. The former competitor had ceased writing new business in mid-2011 and was placed under the supervision of the insurance department of its domiciliary state when it failed to meet that state's State Capital Requirements.

The National Association of Insurance Commissioners ("NAIC") has announced that it plans to revise the minimum capital and surplus requirements for mortgage insurers that are provided for in its Mortgage Guaranty Insurance Model Act. The NAIC has established a working group of state regulators that is considering this issue, although no date has been established by which the NAIC must propose changes to such requirements. Depending on the scope of revisions made by the NAIC, MGIC may be prevented from writing new business in the jurisdictions adopting such revisions.

If MGIC fails to meet the State Capital Requirements of Wisconsin and is unable to obtain a waiver of them from the Office of the Commissioner of Insurance of the State of Wisconsin ("OCI"), MGIC could be prevented from writing new business in all jurisdictions. If MGIC were prevented from writing new business in all jurisdictions, our insurance operations in MGIC would be in run-off (meaning no new loans would be insured but loans previously insured would continue to be covered, with premiums continuing to be received and losses continuing to be paid on those loans) until MGIC either met the State Capital Requirements or obtained a waiver to allow it to once again write new business.

If MGIC fails to meet the State Capital Requirements of a jurisdiction other than Wisconsin and is unable to obtain a waiver of them, MGIC could be prevented from writing new business in that particular jurisdiction. New insurance written in the jurisdictions that have State Capital Requirements represented approximately 50% of our new insurance written in 2013. Depending on the level of losses that MGIC experiences in the future, it is possible that regulatory action by one or more jurisdictions, including those that do not have specific State Capital Requirements, may prevent MGIC from continuing to write new insurance in such jurisdictions.

Substantially all of our insurance written is for loans sold to the GSEs, each of which has mortgage insurer eligibility requirements to maintain the highest level of eligibility. As discussed in "— Sales and Marketing and Competition — Competition," the existing eligibility requirements include a minimum financial strength rating. The GSEs previously advised us that they will be revising the eligibility requirements for all mortgage insurers and replacing their existing financial strength rating requirements with capital standards (the "GSE Capital Standards"). Although we expect the revised eligibility requirements to be released in 2014, we have not been informed of the content of the new eligibility requirements, including the GSE Capital Standards, or their timeframes for effectiveness. For more information see "Management's Discussion and Analysis of Financial Condition and Results of Operations — Overview — Capital — GSEs" in Item 7.

We have various alternatives available to improve MGIC's existing risk-to-capital position, including contributing additional funds that are on hand today from our holding company to MGIC, entering into additional external reinsurance transactions, seeking approval to write business in MIC and raising additional capital which could be contributed to MGIC. While there can be no assurance that MGIC will meet the GSE Capital Standards by their effective date, we believe we could implement one or more of these alternatives so that we would continue to be an eligible mortgage insurer after the GSE Capital Standards are fully effective. If MGIC (or MIC, under certain circumstances) ceases to be eligible to insure loans purchased by one or both of the GSEs, it would significantly reduce the volume of our new business writings.

Beginning in late 2007, we implemented a series of changes to our underwriting requirements that were designed to improve the risk profile of our new business. The changes primarily affected borrowers who had multiple risk factors such as a high loan-to-value ratio, a lower FICO score and limited documentation or were financing a home in a market we categorized as higher risk. While we expect our insurance written beginning in the second quarter of 2008 will generate underwriting profits as a result of these underwriting requirement changes, the loans insured in the years leading up to the effectiveness of the new requirements continue to experience significantly higher than historical claim rates and incurred losses.

Under certain circumstances, we make exceptions to our underwriting requirements, both on a loan-by-loan basis and for certain customer programs. Together, the number of loans for which exceptions were made accounted for fewer than 2% of the loans we insured in each of 2012 and 2013. From time to time, in response to market conditions, we continue to change the types of loans that we insure and the prices and requirements under which we insure them. Beginning in 2013, we adjusted our underwriting requirements to allow loans that receive certain approvals from a GSE automated underwriting system to be automatically eligible for our mortgage insurance, provided such loans comply with certain credit overlays, as described in our underwriting requirements. In December 2013, we reduced almost all of our borrower-paid monthly premium policy rates, reduced most of our single premium policy rates and made underwriting changes for loans in amounts greater than \$625,500, subject to regulatory approval of the rate changes. In 2013, single premium policies accounted for approximately 10% of our total NIW. During most of 2013, almost all of our single premium rates were above those of a number of our competitors. The percentage of our single premium policies may increase in the future as a result of the reduction in our single premium rates. These changes will reduce our future premium yields. Our underwriting requirements are available on our website at <http://www.mgic.com/underwriting/index.html>.

During the second quarter of 2012, we began writing a portion of our new insurance under an endorsement to our master policy (the "Gold Cert Endorsement"). Our Gold Cert Endorsement limits our right to rescind coverage under certain circumstances. As of December 31, 2013, less than 15% of our flow, primary insurance in force was written under our Gold Cert Endorsement. However, approximately 65% of our flow, primary new insurance written in 2013, was written under this endorsement. During 2013, most of our competitors also offered policies that limited their rights to rescind coverage. We are in the process of revising our master policy. The new master policy will comply with various requirements the GSEs have communicated to the industry. These requirements contain limitations on rescission rights that, while generally similar, differ from the limitations in our Gold Cert Endorsement. Our new master policy has been approved by the GSEs, however, it remains subject to review and approval by state insurance regulators. The GSEs have stated that in the first quarter of 2014, they will announce a uniform effective date for the new master policies of all mortgage insurers and that the effective date will not be earlier than July 1, 2014.

In 2013, the factors that influence our incurred losses were mixed. We believe that modestly increasing payroll employment, rising home prices and a modestly decreasing unemployment rate, combined with a reduced number of loans in force, resulted in approximately 20% fewer new delinquent notices being reported to us in 2013 compared to 2012. However, the total level of unemployment remained materially higher than the levels of 2007 and home prices in many regions continued to be significantly below their 2007 levels.

Although loan modification programs continued to mitigate our losses in 2013, the number of completed loan modifications in 2013 was somewhat less than in 2012 and 2011. We currently expect new loan modifications will continue to only modestly mitigate our losses in 2014. For more information, see the risk factor titled “Loan modifications and other similar programs may not continue to provide benefits to us and our losses on loans that re-default can be higher than what we would have paid had the loan not been modified” in Item 1A. Finally, although our loss reserves as of December 31, 2013 continued to be impacted by expected rescission activity, the impact was less than as of December 31, 2012, and significantly less than as of December 31, 2011, in part due to the effects of rescission settlement agreements we entered into. We expect that the reduction of our loss reserves due to rescissions will continue to decline.

Depending on their final form, proposed rules under the financial reform legislation that was passed in July 2010 (the “Dodd-Frank Act” or “Dodd-Frank”) could reduce the demand for private mortgage insurance. Dodd-Frank requires a securitizer to retain at least 5% of the risk associated with mortgage loans that are securitized, and in some cases the retained risk may be allocated between the securitizer and the lender that originated the loan. This risk retention requirement does not apply to mortgage loans that are “Qualified Residential Mortgages” (“QRMs”) or that are insured by the FHA or another federal agency. In 2011, federal regulators released a proposed risk retention rule that included a definition of QRM. In response to public comments regarding the proposed rule, federal regulators issued a revised proposed rule in August 2013. The revised proposed rule generally defines QRM as a mortgage meeting the requirements of a Qualified Mortgage (“QM”), as defined by the Consumer Financial Protection Bureau (“CFPB”). The regulators also proposed an alternative QRM definition (“QM-plus”) which utilizes certain QM criteria but also includes a maximum loan-to-value ratio (“LTV”) of 70%. Neither of the revised definitions of QRM considers the use of mortgage insurance. While substantially all of our new risk written in 2013 was on loans that met the QM definition (and, therefore, the proposed general QRM definition), none of our new insurance written in 2013 was on loans that met the QM-plus definition. The public comment period for the revised proposed rule expired in October 2013. The final timing of the adoption of any risk retention regulation and the definition of QRM remains uncertain. Because of the capital support provided by the U.S. Government, the GSEs satisfy the Dodd-Frank risk-retention requirements while they are in conservatorship. Therefore, lenders that originate loans that are sold to the GSEs while they are in conservatorship would not be required to retain risk associated with those loans.

The amount of new insurance that we write may be materially adversely affected depending on, among other things, (a) the final definition of QRM and its LTV requirements, and (b) whether lenders choose mortgage insurance for non-QRM loans. In addition, changes in the final regulations regarding treatment of GSE-guaranteed mortgage loans, or changes in the conservatorship or capital support provided to the GSEs by the U.S. Government, could impact the manner in which the risk-retention rules apply to GSE securitizations, originators who sell loans to GSEs and our business.

Due to the changing environment described above, as well as other factors discussed below, at this time we are facing the following particularly significant uncertainties:

- Whether we will comply with the new GSE Capital Standards and revised State Capital Requirements and, therefore, may continue to write insurance on new residential mortgage loans. For additional information about this uncertainty, see Note 1 – “Nature of Business – Capital” to our consolidated financial statements in Item 8 and our risk factors titled “We may not continue to meet the GSEs’ mortgage insurer eligibility requirements” and “State Capital requirements may prevent us from continuing to write new insurance on an uninterrupted basis,” in Item 1A.
- Whether private mortgage insurance will remain a significant credit enhancement alternative for low down payment single family mortgages. A definition of QRM that significantly impacts the volume of low down payment mortgages available to be insured, or a possible restructuring or change in the charters of the GSEs, could significantly affect our business. For additional information about this uncertainty, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations — Overview — Qualified Residential Mortgages” and “— GSE Reform” in Item 7 and the risk factors titled “The amount of insurance we write could be adversely affected if the definition of Qualified Residential Mortgage results in a reduced number of low down payment loans available to be insured or if lenders and investors select alternatives to private mortgage insurance,” and “Changes in the business practices of the GSEs, federal legislation that changes their charters or a restructuring of the GSEs could reduce our revenues or increase our losses” in Item 1A.

### ***General Information About Our Company***

We are a Wisconsin corporation organized in 1984. Our principal office is located at MGIC Plaza, 250 East Kilbourn Avenue, Milwaukee, Wisconsin 53202 (telephone number (414) 347-6480).

As used in this annual report, “we,” “us” and “our” refer to MGIC Investment Corporation’s consolidated operations. The discussion of our business in this document generally does not apply to our Australian operations, which have historically been immaterial. The results of our operations in Australia are included in the consolidated results disclosed. For information about our Australian operations, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations — Overview — Australia” in Item 7.

Our revenues and losses may be materially affected by the risk factors applicable to us that are included in Item 1A of this annual report. These risk factors are an integral part of this annual report. These risk factors may also cause actual results to differ materially from the results contemplated by forward looking statements that we may make. Forward looking statements consist of statements which relate to matters other than historical fact. Among others, statements that include words such as we “believe,” “anticipate” or “expect,” or words of similar import, are forward looking statements. We are not undertaking any obligation to update any forward looking statements or other statements we may make even though these statements may be affected by events or circumstances occurring after the forward looking statements or other statements were made. No reader of this annual report should rely on these statements being current at any time other than the time at which this annual report was filed with the Securities and Exchange Commission.

## **B. Our Products and Services**

### ***Mortgage Insurance***

In general, there are two principal types of private mortgage insurance: “primary” and “pool.” We are currently not issuing new commitments for pool insurance and expect that the volume of any future pool business will be insignificant to us. In our industry, a “book” is a group of loans that a mortgage insurer insures in a particular period, normally a calendar year. We refer to the insurance that has been written by MGIC (including MIC for portions of 2012 and 2013) as the “MGIC Book.”

***Primary Insurance.*** Primary insurance provides mortgage default protection on individual loans and covers unpaid loan principal, delinquent interest and certain expenses associated with the default and subsequent foreclosure or sale approved by us (collectively, the “claim amount”). In addition to the loan principal, the claim amount is affected by the mortgage note rate and the time necessary to complete the foreclosure or sale process, which over the past several years has been lengthened, in part, due to new loss mitigation protocols established by servicers and to changes in some state foreclosure laws that may include, for example, a requirement for additional review and/or mediation processes. The insurer generally pays the coverage percentage of the claim amount specified in the primary policy, but has the option to pay 100% of the claim amount and acquire title to the property. Primary insurance is generally written on first mortgage loans secured by owner occupied single-family homes, which are one-to-four family homes and condominiums. Primary insurance can be written on first liens secured by non-owner occupied single-family homes, which are referred to in the home mortgage lending industry as investor loans, and on vacation or second homes. Primary coverage can be used on any type of residential mortgage loan instrument approved by the mortgage insurer.

References in this document to amounts of insurance written or in force, risk written or in force and other historical data related to our insurance refer only to direct (before giving effect to reinsurance) primary insurance, unless otherwise indicated. References in this document to “primary insurance” include insurance written in bulk transactions that was supplemental to mortgage insurance written in connection with the origination of the loan or that reduces a lender’s credit risk to less than 51% of the value of the property. For more than the past five years, reports by private mortgage insurers to the trade association for the private mortgage insurance industry have classified mortgage insurance that is supplemental to other mortgage insurance or that reduces a lender’s credit risk to less than 51% of the value of the property as pool insurance. The trade association classification is used by members of the private mortgage insurance industry in reports to *Inside Mortgage Finance*.

Primary insurance may be written on a flow basis, in which loans are insured in individual, loan-by-loan transactions, or may be written on a bulk basis, in which each loan in a portfolio of loans is individually insured in a single, bulk transaction. New insurance written on a flow basis was \$29.8 billion in 2013, compared to \$24.1 billion in 2012 and \$14.2 billion in 2011. No new insurance for bulk transactions was written in 2013, 2012 or 2011. We expect the volume of any future business written through the bulk channel will be insignificant to us. As noted in “- Bulk Transactions” below, in the fourth quarter of 2007, we stopped writing bulk insurance for mortgage loans included in home equity (or “private label”) securitizations, which are the terms the market uses to refer to securitizations sponsored by firms other than the GSEs or Ginnie Mae, such as Wall Street investment banks. We refer to portfolios of loans we insured through the bulk channel that we knew would serve as collateral in home equity securitizations as “Wall Street bulk transactions.”

The following table shows, on a direct basis, primary insurance in force (the unpaid principal balance of insured loans as reflected in our records) and primary risk in force (the coverage percentage applied to the unpaid principal balance) for the MGIC Book as of the dates indicated.

#### Primary Insurance and Risk In Force

	December 31,				
	2013	2012	2011	2010	2009
	(In billions)				
Direct Primary Insurance In Force	\$ 158.7	\$ 162.1	\$ 172.9	\$ 191.3	\$ 212.2
Direct Primary Risk In Force	\$ 41.1	\$ 41.7	\$ 44.5	\$ 49.0	\$ 54.3

For loans sold to Fannie Mae or Freddie Mac, the coverage percentage must comply with the requirements established by the particular GSE to which the loan is delivered. The GSEs have different loan purchase programs that allow different levels of mortgage insurance coverage. Under the “charter coverage” program, on certain loans lenders may choose a mortgage insurance coverage percentage that is less than the GSEs’ “standard coverage” and only the minimum required by the GSEs’ charters, with the GSEs paying a lower price for such loans. In 2013, nearly all of our volume was on loans with GSE standard or higher coverage.

For loans that are not sold to the GSEs, the lender determines the coverage percentage from those that we offer. We charge higher premium rates for higher coverage percentages. Higher coverage percentages generally result in increased severity, which is the amount paid on a claim, and lower coverage percentages generally result in decreased severity. In accordance with GAAP for the mortgage insurance industry, reserves for losses are only established for loans in default. Because, historically, relatively few defaults occur in the early years of a book of business, the higher premium revenue from higher coverage has historically been recognized before any significant higher losses resulting from that higher coverage may be incurred. For more information, see “- Exposure to Catastrophic Loss; Defaults; Claims; Loss Mitigation - Claims.” Our premium pricing methodology generally targets substantially similar returns on capital regardless of the depth of coverage. However, there can be no assurance that changes in the level of premium rates adequately reflect the risks associated with changes in the coverage percentage.

In general, mortgage insurance coverage cannot be terminated by the insurer. However, subject to any restrictions, such as are in our Gold Cert Endorsement or our revised master policy, we may terminate or rescind coverage for, among other reasons, non-payment of premium, and in the case of fraud, certain material misrepresentations made in connection with the issuance of the insurance policy or if the loan was never eligible for coverage under our policy. For more information, see “— Exposure to Catastrophic Loss; Defaults; Claims; Loss Mitigation — Loss Mitigation.” Mortgage insurance coverage is renewable at the option of the insured lender, at the renewal rate fixed when the loan was initially insured. Lenders may cancel insurance written on a flow basis at any time at their option or because of mortgage repayment, which may be accelerated because of the refinancing of mortgages. In the case of a loan purchased by Freddie Mac or Fannie Mae, a borrower meeting certain conditions may require the mortgage servicer to cancel insurance upon the borrower’s request when the principal balance of the loan is 80% or less of the home’s current value.

Mortgage insurance for loans secured by one-family, primary residences can be canceled under the federal Homeowners Protection Act (the “HPA”). In general, the HPA requires a servicer to cancel the mortgage insurance if a borrower requests cancellation when the principal balance of the loan is first scheduled to reach 80% of the original value, or reaches that percentage through payments, if 1) the borrower is current on the loan and has a “good payment history” (as defined by the HPA), 2) the value of the property has not declined below the original value, and 3) if required by the mortgage owner, the borrower’s equity in the property is not subject to a subordinate lien. Additionally, the HPA requires mortgage insurance to terminate automatically when the principal balance of the loan is first scheduled to reach 78% of the original value and the borrower is current on loan payments or thereafter becomes current. Annually, servicers must inform borrowers of their right to cancel or terminate mortgage insurance. The provisions of the HPA described above apply only to borrower paid mortgage insurance, which is described below.

Coverage tends to continue for borrowers experiencing economic difficulties and living in areas experiencing housing price depreciation. The persistency of coverage for those borrowers coupled with cancellation of coverage for other borrowers can increase the percentage of an insurer’s portfolio comprised of loans with more credit risk. This development can also occur during periods of heavy mortgage refinancing because borrowers experiencing property value appreciation are less likely to require mortgage insurance at the time of refinancing, while borrowers not experiencing property value appreciation are more likely to continue to require mortgage insurance at the time of refinancing or not qualify for refinancing at all (including if they have experienced economic difficulties) and thus remain subject to the mortgage insurance coverage.

The percentage of primary new insurance written with respect to loans representing refinances was 26% in 2013, compared to 36% in 2012 and 29% in 2011. When a borrower refinances a mortgage loan insured by us by paying it off in full with the proceeds of a new mortgage that is also insured by us, the insurance on that existing mortgage is cancelled, and insurance on the new mortgage is considered to be new primary insurance written. Therefore, continuation of our coverage from a refinanced loan to a new loan results in both a cancellation of insurance and new insurance written. When a lender and borrower modify a loan rather than replace it with a new one, or enter into a new loan pursuant to a loan modification program, our insurance continues without being cancelled, assuming that we consent to the modification or new loan. As a result, such modifications or new loans, including those modified under HARP, are not included in our new insurance written.

In addition to varying with the coverage percentage, our premium rates for insurance vary depending upon the perceived risk of a claim on the insured loan and thus take into account, among other things, the loan-to-value ratio, the borrower's credit score, whether the loan is a fixed payment loan or a non-fixed payment loan (a non-fixed payment loan is referred to in the home mortgage lending industry as an adjustable rate mortgage), the mortgage term and whether the property is the borrower's primary residence. Prior to 2010, only our premium rates for A-, subprime loans and certain other loans varied based on the borrower's credit score. See footnote 3 to the table titled "Default Statistics for the MGIC Book" in " — Exposure to Catastrophic Loss; Defaults; Claims; Loss Mitigation — Defaults" below for the definitions of A-, subprime and reduced documentation loans, as such terms are used in this annual report.

Premium rates cannot be changed after the issuance of coverage. Because we believe that over the long term each region of the United States is subject to similar factors affecting risk of loss on insurance written, we generally utilize a nationally based, rather than a regional or local, premium rate policy for insurance written through the flow channel. However, depending upon regional economic conditions, we have made, and may make, changes to our underwriting requirements to implement more restrictive standards in certain markets and for loan characteristics that we categorize as higher risk.

The borrower's mortgage loan instrument may require the borrower to pay the mortgage insurance premium. Our industry refers to the related mortgage insurance as "borrower paid." If the borrower is not required to pay the premium and mortgage insurance is required in connection with the origination of the loan, then the premium is paid by the lender, who may recover the premium through an increase in the note rate on the mortgage or higher origination fees. Our industry refers to mortgage insurance on such loans as "lender paid." Most of our primary insurance in force is borrower paid mortgage insurance.

There are several payment plans available to the borrower, or lender, as the case may be. Under the single premium plan, the borrower or lender pays us in advance a single payment covering a specified term exceeding twelve months. Under the monthly premium plan, the borrower or lender pays us a monthly premium payment to provide only one month of coverage. Under the annual premium plan, an annual premium is paid to us in advance, and we earn and recognize the premium over the next twelve months of coverage, with annual renewal premiums paid in advance thereafter and earned over the subsequent twelve months of coverage. The annual premiums can be paid with either a higher premium rate for the initial year of coverage and lower premium rates for the renewal years, or with premium rates which are equal for the initial year and subsequent renewal years.

During 2013, 2012 and 2011, the single premium plan represented approximately 10%, 9% and 5%, respectively, of our new insurance written. The monthly premium plan represented approximately 90%, 91% and 95%, respectively. The annual premium plan represented less than 1% of new insurance written in each of those years. As noted above, the percentage of our new insurance written as single premium policies may increase in the future as a result of the 2013 reduction in our single premium rates.

**Pool Insurance.** Pool insurance is generally used as an additional “credit enhancement” for certain secondary market mortgage transactions. Pool insurance generally covers the excess of the loss on a defaulted mortgage loan which exceeds the claim payment under the primary coverage, if primary insurance is required on that mortgage loan, as well as the total loss on a defaulted mortgage loan which did not require primary insurance. Pool insurance may have a stated aggregate loss limit for a pool of loans and may also have a deductible under which no losses are paid by the insurer until losses on the pool of loans exceed the deductible.

We have written no new pool risk since 2009 and expect that the volume of any future pool business will be insignificant to us. Our direct pool risk in force was \$1.0 billion (\$0.4 billion on pool policies with aggregate loss limits and \$0.6 on pool policies without aggregate loss limits) at December 31, 2013, compared to \$1.3 billion (\$0.4 billion on pool policies with aggregate loss limits and \$0.9 billion on pool policies without aggregate loss limits) at December 31, 2012 and \$1.9 billion (\$0.7 billion on pool policies with aggregate loss limits and \$1.2 billion on pool policies without aggregate loss limits) at December 31, 2011.

**Bulk Transactions.** In bulk transactions, the individual loans in the insured portfolio are generally insured to specified levels of coverage. The premium in a bulk transaction, which is negotiated with the securitizer or other owner of the loans, is based on the mortgage insurer’s evaluation of the overall risk of the insured loans included in the transaction and is often a composite rate applied to all of the loans in the transaction.

In the fourth quarter of 2007, we stopped writing bulk insurance for loans included in Wall Street bulk transactions. These securitizations represented approximately 7% of our risk in force and 77% of our bulk risk in force at December 31, 2013. We wrote no new business through the bulk channel after the second quarter of 2008 and we expect the volume of any future business written through the bulk channel will be insignificant to us. In general, the loans insured by us in Wall Street bulk transactions consisted of loans with reduced underwriting documentation, cash out refinances that exceed the standard underwriting requirements of the GSEs, A- loans, subprime loans and jumbo loans. A jumbo loan has an unpaid principal balance that exceeds the conforming loan limit. The conforming loan limit is the maximum unpaid principal amount of a mortgage loan that can be purchased by the GSEs. For more information about conforming loan limits, see footnote 5 to the table titled “Characteristics of Primary Risk in Force” in “— Risk in Force and Product Characteristics of Risk in Force” below.

### Geographic Dispersion

The following tables reflect the percentage of primary risk in force in the top 10 states and top 10 core-based statistical areas for the MGIC Book at December 31, 2013:

#### Dispersion of Primary Risk in Force

##### Top 10 States

1. California	7.5%
2. Texas	6.7
3. Florida	6.0
4. Pennsylvania	5.2
5. Ohio	4.7
6. Illinois	4.2
7. New York	3.7
8. Michigan	3.7
9. Washington	3.4
10. Georgia	3.3
Total	<u>48.4%</u>

##### Top 10 Core-Based Statistical Areas

1. Chicago-Naperville-Joliet	2.9%
2. Atlanta-Sandy Springs-Marietta	2.3
3. Houston-Baytown-Sugarland	2.2
4. Washington-Arlington-Alexandria	1.9
5. Philadelphia	1.9
6. Los Angeles-Long Beach-Glendale	1.8
7. Minneapolis-St. Paul-Bloomington	1.7
8. Seattle-Bellevue-Everett	1.6
9. New York-White Plains-Wayne	1.6
10. San Juan-Caguas-Guaynabo	1.5
Total	<u>19.4%</u>

The percentages shown above for various core-based statistical areas can be affected by changes, from time to time, in the federal government's definition of a core-based statistical area.

**Insurance In Force by Policy Year**

The following table sets forth for the MGIC Book the dispersion of our primary insurance in force as of December 31, 2013, by year(s) of policy origination since we began operations in 1985:

**Primary Insurance In Force by Policy Year**

Policy Year	Flow	Bulk	Total	Percent of Total
	(In millions)			
1985-2003	\$ 5,349	\$ 2,347	\$ 7,696	4.9%
2004	4,366	1,294	5,660	3.6
2005	7,987	2,320	10,307	6.5
2006	11,768	3,666	15,434	9.7
2007	28,814	3,467	32,281	20.3
2008	18,145	157	18,302	11.5
2009	6,805	-	6,805	4.3
2010	5,590	-	5,590	3.5
2011	8,035	-	8,035	5.1
2012	20,947	-	20,947	13.2
2013	27,666	-	27,666	17.4
Total	\$ 145,472	\$ 13,251	\$ 158,723	100.0%

**Risk In Force and Product Characteristics of Risk in Force**

At December 31, 2013 and 2012, 98% and 97%, respectively, of our risk in force was primary insurance and the remaining risk in force was pool insurance. The following table sets forth for the MGIC Book the dispersion of our primary risk in force as of December 31, 2013, by year(s) of policy origination since we began operations in 1985:

**Primary Risk In Force by Policy Year**

Policy Year	Flow	Bulk	Total	Percent of Total
	(In millions)			
1985-2003	\$ 1,482	\$ 688	\$ 2,170	5.3%
2004	1,253	370	1,623	4.0
2005	2,217	694	2,911	7.1
2006	3,090	1,107	4,197	10.2
2007	7,452	852	8,304	20.2
2008	4,539	39	4,578	11.1
2009	1,506	-	1,506	3.7
2010	1,423	-	1,423	3.5
2011	2,063	-	2,063	5.0
2012	5,257	-	5,257	12.8
2013	7,028	-	7,028	17.1
Total	\$ 37,310	\$ 3,750	\$ 41,060	100.0%

The following table reflects at the dates indicated the (1) total dollar amount of primary risk in force for the MGIC Book and (2) percentage of that primary risk in force, as determined on the basis of information available on the date of mortgage origination, by the categories indicated.

**Characteristics of Primary Risk in Force**

	December 31, 2013	December 31, 2012
Primary Risk in Force (In Millions):	\$ 41,060	\$ 41,735
<b>Loan-to-value ratios:(1)</b>		
100s	22.1%	24.2%
95s	39.6	35.8
90s(2)	36.2	37.0
80s	2.1	3.0
Total	100.0%	100.0%
<b>Loan Type:</b>		
Fixed(3)	95.0%	93.5%
Adjustable rate mortgages (“ARMs”)(4)	5.0	6.5
Total	100.0%	100.0%
<b>Original Insured Loan Amount:(5)</b>		
Conforming loan limit and below	95.4%	95.1%
Non-conforming	4.6	4.9
Total	100.0%	100.0%
<b>Mortgage Term:</b>		
15-years and under	3.3%	2.4%
Over 15 years	96.7	97.6
Total	100.0%	100.0%
<b>Property Type:</b>		
Single-family(6)	90.9%	90.2%
Condominium	8.4	9.0
Other(7)	0.7	0.8
Total	100.0%	100.0%
<b>Occupancy Status:</b>		
Primary residence	95.9%	95.2%
Second home	2.4	2.7
Non-owner occupied	1.7	2.1
Total	100.0%	100.0%
<b>Documentation:</b>		
Reduced documentation(8)	5.8%	7.3%
Full documentation	94.2	92.7
Total	100.0%	100.0%
<b>FICO Score:(9)</b>		
Prime (FICO 620 and above)	93.3%	92.2%
A Minus (FICO 575 – 619)	5.1	6.0
Subprime (FICO below 575)	1.6	1.8
Total	100.0%	100.0%

(1) Loan-to-value ratio represents the ratio (expressed as a percentage) of the dollar amount of the first mortgage loan to the value of the property at the time the loan became insured and does not reflect subsequent housing price appreciation or depreciation. Subordinate mortgages may also be present. For purposes of the table, loan-to-value ratios are classified as in excess of 95% (“100s”, a classification that includes 97% to 103% loan-to-value ratio loans); in excess of 90% loan-to-value ratio and up to 95% loan-to-value ratio (“95s”); in excess of 80% loan-to-value ratio and up to 90% loan-to-value ratio (“90s”); and equal to or less than 80% loan-to-value ratio (“80s”).

- (2) We include in our classification of 90s, loans where the borrower makes a down payment of 10% and finances the associated mortgage insurance premium payment as part of the mortgage loan. At each of December 31, 2013 and 2012, 0.8% and 0.7%, respectively, of the primary risk in force consisted of these types of loans.
- (3) Includes fixed rate mortgages with temporary buydowns (where in effect the applicable interest rate is typically reduced by one or two percentage points during the first two years of the loan), ARMs in which the initial interest rate is fixed for at least five years and balloon payment mortgages (a loan with a maturity, typically five to seven years, that is shorter than the loan's amortization period).
- (4) Includes ARMs where payments adjust fully with interest rate adjustments. Also includes pay option ARMs and other ARMs with negative amortization features, which collectively at December 31, 2013 and 2012, represented 1.1% and 1.8%, respectively, of primary risk in force. As indicated in note (3), does not include ARMs in which the initial interest rate is fixed for at least five years. As of December 31, 2013 and 2012, ARMs with loan-to-value ratios in excess of 90% represented 1.1% and 1.4%, respectively, of primary risk in force.
- (5) Loans within the conforming loan limit have an original principal balance that does not exceed the maximum original principal balance of loans that the GSEs are eligible to purchase. The conforming loan limit, for one unit properties, is subject to annual adjustment and was \$417,000 for 2007 and early 2008; this amount was temporarily increased to up to \$729,500 in the most costly communities in early 2008 and remained at such level through September 30, 2011. The limit was decreased to \$417,000 although it remains \$625,500 in high cost communities for loans originated after September 30, 2011. Non-conforming loans are loans with an original principal balance above the conforming loan limit.
- (6) Includes townhouse-style attached housing with fee simple ownership.
- (7) Includes cooperatives and manufactured homes deemed to be real estate.
- (8) Reduced documentation loans, many of which are commonly referred to as "Alt-A" loans, are originated under programs in which there is a reduced level of verification or disclosure compared to traditional mortgage loan underwriting, including programs in which the borrower's income and/or assets are disclosed in the loan application but there is no verification of those disclosures and programs in which there is no disclosure of income or assets in the loan application. At December 31, 2013 and 2012, reduced documentation loans represented 3.5% and 4.3%, respectively, of risk in force written through the flow channel and 29.1% and 31.9%, respectively, of risk in force written through the bulk channel. In accordance with industry practice, loans approved by GSE and other automated underwriting (AU) systems under "doc waiver" programs that do not require verification of borrower income are classified by us as "full documentation." Based in part on information provided by the GSEs, we estimate full documentation loans of this type were approximately 4% of 2007 new insurance written. Information for other periods is not available. We understand these AU systems grant such doc waivers for loans they judge to have higher credit quality. We also understand that the GSEs terminated their "doc waiver" programs in the second half of 2008.
- (9) Represents the FICO score at loan origination. The weighted average "decision FICO score" at loan origination for new insurance written in 2013 and 2012 was 752 and 759 respectively. The FICO credit score for a loan with multiple borrowers is the lowest of the borrowers' decision FICO scores. A borrower's "decision FICO score" is determined as follows: if there are three FICO scores available, the middle FICO score is used; if two FICO scores are available, the lower of the two is used; if only one FICO score is available, it is used. A FICO credit score is a score based on a borrower's credit history generated by a model developed by Fair Isaac Corporation.

## **Other Products and Services**

**Contract Underwriting and Related Services.** A non-insurance subsidiary of ours performs contract underwriting services for lenders. In performing those services, we judge whether the data relating to the borrower and the loan contained in the lender's mortgage loan application file comply with the lender's loan underwriting guidelines. We also provide an interface to submit data to the automated underwriting systems of the GSEs, which independently judge the data. These services are provided for loans that require private mortgage insurance as well as for loans that do not require private mortgage insurance. The complaint in the RESPA litigation that we settled in 2003, which litigation is referred to in our risk factor titled "We are involved in legal proceedings and are subject to the risk of additional legal proceedings in the future" in Item 1A, alleged, among other things, that the pricing of contract underwriting provided by us violated RESPA.

Under our contract underwriting agreements, we may be required to provide certain remedies to our customers if certain standards relating to the quality of our underwriting work are not met, and we have an established reserve for such future obligations. The contract remedy expense of the subsidiary performing the contract underwriting services was approximately \$5 million, \$27 million, \$23 million for the years ended December 31, 2013, 2012 and 2011, respectively. Claims for remedies may be made a number of years after the underwriting work was performed.

**Other.** We provide various mortgage services for the mortgage finance industry, such as analysis of loan originations, loan portfolios and servicing portfolios; training; and mortgage lead generation.

## **Risk Sharing Arrangements.**

**External Reinsurance.** In April 2013, we entered into a quota share reinsurance transaction with a group of unaffiliated reinsurers. These reinsurers are not captive reinsurers. The April 2013 transaction applies to new insurance written between April 1, 2013 and December 31, 2015 (with certain exclusions) and covers incurred losses, with renewal premium through December 31, 2018. Early termination is possible under specified scenarios. The structure of the reinsurance agreement is a 30% quota share, with a 20% ceding commission as well as a profit commission. In December 2013, we entered into an Addendum to that quota share transaction that includes a 40% quota share that applies to certain insurance written before April 1, 2013. At December 31, 2013, approximately 55% of our insurance in force is subject to risk sharing arrangements, compared to 18% at September 30, 2013 and 10% at December 31, 2012. For the fourth quarter of 2013 approximately 92% of our new insurance written was subject to risk sharing arrangements, compared to 5% in the fourth quarter of 2012. Although reinsuring against possible loan losses does not discharge us from liability to a policyholder, it can reduce the amount of capital we are required to retain against potential future losses for rating agency and insurance regulatory purposes. Although our quota share reinsurance transaction has been approved by the GSEs, it is possible that under the GSE Capital Standards and/or the revised State Capital Requirements discussed above, MGIC will not be allowed full credit for the risk ceded under the transaction. If MGIC is disallowed full credit, MGIC may terminate the transaction, without penalty, when such disallowance becomes effective.

*Captive Reinsurance.* In a captive reinsurance arrangement, the reinsurer is affiliated with the lender for whom MGIC provides mortgage insurance. Since June 2005, various state and federal regulators have conducted investigations or requested information regarding captive mortgage reinsurance arrangements in which we participated, in part, in order to consider compliance with the Real Estate Settlement Procedures Act (“RESPA”). In April 2013, the U.S. District Court for the Southern District of Florida approved a settlement between MGIC and the CFPB that resolved federal investigation of MGIC’s participation in captive reinsurance arrangements in the mortgage insurance industry. The settlement concludes the investigation with respect to MGIC without the CFPB or the court making any findings of wrongdoing. Three other mortgage insurers agreed to similar settlements. As part of the settlements, MGIC and the three other mortgage insurers agreed that they would not enter into any new captive reinsurance agreement or reinsure any new loans under any existing captive reinsurance agreement for a period of ten years. In accordance with this settlement, all of our active captive arrangements have been placed into run-off.

We received requests from the Minnesota Department of Commerce (the “MN Department”) beginning in February 2006 regarding captive mortgage reinsurance and certain other matters in response to which MGIC has provided information on several occasions, including as recently as May 2011. In August 2013, MGIC and several competitors received a draft Consent Order from the MN Department containing proposed conditions to resolve its investigation, including unspecified penalties. We are engaged in discussions with the MN Department regarding the draft Consent Order. We also received a request in June 2005 from the New York Department of Financial Services for information regarding captive mortgage reinsurance arrangements and other types of arrangements in which lenders receive compensation. Other insurance departments or other officials, including attorneys general, may also seek information about, investigate, or seek remedies regarding captive mortgage reinsurance.

Seven mortgage insurers, including MGIC, were involved in litigation alleging that “inflated” captive reinsurance premiums were paid in violation of RESPA. MGIC’s settlement of this class action litigation against it became final in October 2003. Since December 2006, class action litigation has been brought against a number of large lenders alleging that their captive mortgage reinsurance arrangements violated RESPA. Beginning in December 2011, MGIC, together with various mortgage lenders and other mortgage insurers, has been named as a defendant in twelve lawsuits, alleged to be class actions, filed in various U.S. District Courts. Seven of those cases have previously been dismissed without any further opportunity to appeal. The complaints in all of the cases allege various causes of action related to the captive mortgage reinsurance arrangements of the mortgage lenders, including that the lenders’ captive reinsurers received excessive premiums in relation to the risk assumed by those captives, thereby violating RESPA. MGIC denies any wrongdoing and intends to vigorously defend itself against the allegations in the lawsuits. There can be no assurance that we will not be subject to further litigation under RESPA or that the outcome of any such litigation, including the lawsuits mentioned above, would not have a material adverse effect on us.

For further information about risk sharing arrangements, see Note 11, “Reinsurance,” to our consolidated financial statements in Item 8.

## **Customers**

Originators of residential mortgage loans such as savings institutions, commercial banks, mortgage brokers, credit unions, mortgage bankers and other lenders have historically determined the placement of mortgage insurance written on a flow basis and as a result are our customers. To obtain primary insurance from us written on a flow basis, a mortgage lender must first apply for and receive a mortgage guaranty master policy from us. Our top 10 customers, none of whom represented more than 10% of our consolidated revenues, generated 23.0% of our new insurance written on a flow basis in 2013, compared to 24.8% in 2012 and 26.7% in 2011. Our largest customer accounted for approximately 7% of our flow new insurance written in 2013 compared to approximately 10% in 2012.

## **Sales and Marketing and Competition**

**Sales and Marketing.** We sell our insurance products through our own employees, located throughout all regions of the United States and in Puerto Rico.

**Competition.** Our competition includes other mortgage insurers, governmental agencies and products designed to eliminate the need to purchase private mortgage insurance. As noted above in “Overview of the Private Mortgage Insurance Industry,” for flow business, we and other private mortgage insurers compete directly with federal and state governmental and quasi-governmental agencies, principally the FHA and, to a lesser degree, the VA. These agencies sponsor government-backed mortgage insurance programs, which during 2013, 2012 and 2011 accounted for approximately 62.9%, 68.1% and 77.3%, respectively, of the total low down payment residential mortgages which were subject to governmental or primary private mortgage insurance. While declining from a high of 84.6% in 2009, their market share remains substantially above approximately 22.7% in 2007, according to statistics reported by *Inside Mortgage Finance*. We believe that the FHA’s market share increased, in part, because mortgage insurers tightened their underwriting requirements (which led to increased utilization of the FHA’s programs) and because of increases in the amount of loan level delivery fees that the GSEs assess on loans (which result in higher costs to borrowers). Furthermore, the FHA’s loan limits were raised to be more on par with those of the GSEs in high cost markets.

As noted above, the combined market share of the FHA and VA decreased in 2013 compared to 2012 and 2011, a trend that has been positive for the mortgage insurance industry. This decrease may have been influenced by the different rate structures and changes to underwriting criteria implemented by several mortgage insurers, including MGIC, from 2011 through 2013, as well as changes to FHA’s pricing and policy terms that became effective in the same time period. For more information, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations – Results of Consolidated Operations – New Insurance Written,” in Item 7.

In addition to competition from the FHA and the VA, we and other private mortgage insurers face competition from state-supported mortgage insurance funds in several states, including California and New York. From time to time, other state legislatures and agencies consider expanding the authority of their state governments to insure residential mortgages.

The private mortgage insurance industry is highly competitive. We believe that we currently compete with other private mortgage insurers based on underwriting requirements, pricing, financial strength, customer relationships, name recognition, reputation, the strength of management teams and field organizations, the ancillary products and services provided to lenders (including contract underwriting services), the depth of our databases covering insured loans and the effective use of technology and innovation in the delivery and servicing of our mortgage insurance products. Our relationships with our customers could be adversely affected by a variety of factors, including tightening of and adherence to our underwriting requirements, which have resulted in our declining to insure some of the loans originated by our customers and rescission of coverage on loans that affects the customer. When our capital was not in compliance with State Capital Requirements, we believe many lenders considered our financial strength important when they selected mortgage insurers. Even though we meet the current State Capital Requirements, because MGIC's financial strength rating is lower than some competitors, MGIC may still be competitively disadvantaged with some customers. Information about some of the other factors that can affect a mortgage insurer's relationship with its customers can be found in our risk factor titled "Competition or changes in our relationships with our customers could reduce our revenues or increase our losses" in Item 1A.

The U.S. private mortgage insurance industry currently consists of seven active mortgage insurers and their affiliates. The names of these mortgage insurers can be found in our risk factor titled "Competition or changes in our relationships with our customers could reduce our revenues or increase our losses" in Item 1A. Until 2010 the mortgage insurance industry had not had new entrants in many years. In 2010, Essent Guaranty, Inc. began writing mortgage insurance and in October 2013, it raised additional capital in an initial public offering. Essent has publicly reported that one of our customers, JPMorgan Chase, is one of its investors. Another new company, National Mortgage Insurance Corporation, began writing mortgage insurance in 2013. In addition, in January 2014, a worldwide insurer and reinsurer with mortgage insurance operations in Europe announced that it had completed the purchase of a competitor, CMG Mortgage Insurance Company, and that it had received approval as an eligible insurer from both GSEs. Also in 2013, the parent company of Republic Mortgage Insurance Company ("RMIC"), which had ceased writing new mortgage insurance commitments in mid-2011 and was placed under the supervision of the insurance department of its domiciliary state, announced a plan of recapitalization for RMIC that is intended to allow RMIC to resume writing new business early in 2014. The perceived increase in credit quality of loans that are being insured today, the ability to start a mortgage insurance company unencumbered with a portfolio of pre-crisis mortgages, and the possibility of a decrease in the FHA's share of the mortgage insurance market may encourage additional new entrants. At December 31, 2013, we had the second largest book of direct primary insurance in force. According to *Inside Mortgage Finance*, through 2010, we had been the largest private mortgage insurer (as measured by new insurance written) for more than ten years. In 2013, we had the third largest market share (as measured by new insurance written), with our market share decreasing to an estimated 17.0%, from 18.4% in 2012 and 20.3% in 2011, in each case excluding HARP refinances.

The mortgage insurance industry historically viewed a financial strength rating of Aa3/AA- as critical to writing new business, in part because it was required in order to maintain the highest level of eligibility with the GSEs. At the time that this annual report was finalized, the financial strength of MGIC was rated Ba3 (with a stable outlook) by Moody's Investors Service and BB (with a positive outlook) by Standard & Poor's Rating Services. As a result of MGIC's financial strength rating being below Aa3/AA-, it has been operating with each GSE as an eligible insurer under a remediation plan. As noted above, in December 2013, the GSEs announced that they were revising the mortgage insurer eligibility criteria including by replacing the financial strength rating requirements with the GSE Capital Standards. For further information about the importance of MGIC's capital, see our risk factor titled "We may not continue to meet the GSEs' mortgage insurer eligibility requirements" in Item 1A. Depending on the evolution of housing finance reform, the level of issuances of non-GSE mortgage-backed securities ("MBS") may increase in the future. Financial strength ratings may be considered by issuers of non-GSE MBS in determining whether to purchase private mortgage insurance for loans supporting such securities. In assigning financial strength ratings, in addition to considering the adequacy of the mortgage insurer's capital to withstand very high claim scenarios under assumptions determined by the rating agency, we believe rating agencies review a mortgage insurer's historical and projected operating performance, franchise risk, business outlook, competitive position, management, corporate strategy, and other factors. The rating agency issuing the financial strength rating can withdraw or change its rating at any time.

### ***Risk Management***

We believe that mortgage credit risk is materially affected by:

- the borrower's credit strength, including the borrower's credit history, debt-to-income ratios and cash reserves, and the willingness of a borrower with sufficient resources to make mortgage payments when the mortgage balance exceeds the value of the home;
- the loan product, which encompasses the loan-to-value ratio, the type of loan instrument, including whether the instrument provides for fixed or variable payments and the amortization schedule, the type of property and the purpose of the loan;
- origination practices of lenders and the percentage of coverage on insured loans;
- the size of insured loans; and
- the condition of the economy, including housing values and employment, in the area in which the property is located.

We believe that, excluding other factors, claim incidence increases:

- for loans to borrowers with lower FICO credit scores compared to loans to borrowers with higher FICO credit scores;
- for loans with less than full underwriting documentation compared to loans with full underwriting documentation;
- during periods of economic contraction and housing price depreciation, including when these conditions may not be nationwide, compared to periods of economic expansion and housing price appreciation;
- for loans with higher loan-to-value ratios compared to loans with lower loan-to-value ratios;

- for ARMs when the reset interest rate significantly exceeds the interest rate of loan origination;
- for loans that permit the deferral of principal amortization compared to loans that require principal amortization with each monthly payment;
- for loans in which the original loan amount exceeds the conforming loan limit compared to loans below that limit; and
- for cash out refinance loans compared to rate and term refinance loans.

Other types of loan characteristics relating to the individual loan or borrower may also affect the risk potential for a loan. The presence of a number of higher-risk characteristics in a loan materially increases the likelihood of a claim on such a loan unless there are other characteristics to lower the risk.

We charge higher premium rates to reflect the increased risk of claim incidence that we perceive is associated with a loan, although not all higher risk characteristics are reflected in the premium rate. There can be no assurance that our premium rates adequately reflect the increased risk, particularly in a period of economic recession, high unemployment, slowing home price appreciation or housing price declines. For additional information, see our risk factors in Item 1A, including the one titled “The premiums we charge may not be adequate to compensate us for our liabilities for losses and as a result any inadequacy could materially affect our financial condition and results of operations.”

Beginning in late 2007, we implemented a series of changes to our underwriting requirements that were designed to improve the risk profile of our new business. The changes primarily affected borrowers who had multiple risk factors such as a high loan-to-value ratio, a lower FICO score and limited documentation or are financing a home in a market we categorized as higher risk. Beginning in September 2009, we have made changes to our underwriting requirements that have allowed certain loans to be eligible for insurance that were not eligible prior to those changes and we expect to continue to make changes in appropriate circumstances in the future. For information about changes to our underwriting requirements, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations — Results of Consolidated Operations — New insurance written” in Item 7.

***Delegated Underwriting and Automated Underwriting.*** In the past, we allowed approved lenders to commit us to insure loans originated through the flow channel using their own underwriting guidelines that we had pre-approved. Subsequently, some lenders developed their own automated underwriting systems. After we reviewed such systems, we agreed to allow certain lenders to commit us to insure loans that their systems approved. From 2000 through January 2007, the use of automated underwriting systems by the GSEs and lenders increased materially. During this same period, we allowed loans approved by the automated underwriting systems of the GSEs and certain approved lenders to be automatically approved for MGIC mortgage insurance. As a result, during this period, a substantial majority of the loans insured by us through the flow channel were approved as a result of loan approvals by automated underwriting systems. Beginning in 2007 and continuing through 2012, loans would not automatically be insured by us even though the loans were approved by the underwriting systems described above. Beginning in 2013, we adjusted our underwriting requirements to allow loans that receive certain approvals from a GSE automated underwriting system to be automatically eligible for our mortgage insurance, provided such loans comply with certain credit overlays, as described in our underwriting requirements.

Most applications for mortgage insurance are submitted to us electronically and we rely upon the lender's representations and warranties that the data submitted is true and correct when making our insurance decision. Substantially all of the remaining applications are accompanied by documents from the lender's origination loan file. In the case of electronic submissions, a lender transmits application data to us through a variety of electronic interfaces. All submitted data is electronically evaluated against our underwriting requirements. If the loan meets the underwriting requirements, a commitment to insure the loan is issued. If the requirements are not met, the loan is reviewed by one of our underwriters. Our underwriters are authorized to approve loans that do not meet all of our underwriting requirements, including after discussing the loan with the lender. Together, the number of loans for which underwriting exceptions were made accounted for fewer than 2% of the loans we insured in each of 2012 and 2013.

***Exposure to Catastrophic Loss; Defaults; Claims; Loss Mitigation***

***Exposure to Catastrophic Loss.*** The private mortgage insurance industry has from time to time experienced catastrophic losses similar to the losses we have experienced in recent years. For background information about the current cycle of such losses, refer to "General – Overview of Private Mortgage Insurance Industry" above. To the extent our premium yield materially declines without either a corresponding decrease in our risk written or achieving other benefits, we become less likely to be able to withstand the occurrence of a catastrophic loss scenario. Prior to the most recent cycle of such losses, the last time that private mortgage insurers experienced substantial losses was in the mid-to-late 1980s. From the 1970s until 1981, rising home prices in the United States generally led to profitable insurance underwriting results for the industry and caused private mortgage insurers to emphasize market share. To maximize market share, until the mid-1980s, private mortgage insurers employed liberal underwriting practices, and charged premium rates which, in retrospect, generally did not adequately reflect the risk assumed, particularly on pool insurance. These industry practices compounded the losses which resulted from changing economic and market conditions which occurred during the early and mid-1980s, including (1) severe regional recessions and attendant declines in property values in the nation's energy producing states; (2) the lenders' development of new mortgage products to defer the impact on home buyers of double digit mortgage interest rates; and (3) changes in federal income tax incentives which initially encouraged the growth of investment in non-owner occupied properties.

***Defaults.*** The claim cycle on private mortgage insurance generally begins with the insurer's receipt of notification of a default on an insured loan from the lender. For reporting purposes, we consider a loan to be in default when it is two or more payments past due. Most lenders report delinquent loans to us within this two month period. The incidence of default is affected by a variety of factors, including the level of borrower income growth, unemployment, divorce and illness, the level of interest rates, rates of housing price appreciation or depreciation and general borrower creditworthiness. Defaults that are not cured result in a claim to us. See "- Claims." Defaults may be cured by the borrower bringing current the delinquent loan payments or by a sale of the property and the satisfaction of all amounts due under the mortgage. In addition, when a policy is rescinded or a claim is denied we remove the default from our default inventory.

The following table shows the number of primary and pool loans insured in the MGIC Book, including loans insured in bulk transactions and A- and subprime loans, the related number of loans in default and the percentage of loans in default, or default rate, as of December 31, 2009-2013:

**Default Statistics for the MGIC Book**

	December 31,				
	2013	2012	2011	2010	2009
<b>PRIMARY INSURANCE</b>					
Insured loans in force	960,163	1,006,346	1,090,086	1,228,315	1,360,456
Loans in default <sup>(1)</sup>	103,328	139,845	175,639	214,724	250,440
Default rate – all loans	10.76%	13.90%	16.11%	17.48%	18.41%
Flow loans in force	77,851	107,497	134,101	162,621	185,828
Default rate – flow loans	8.92%	11.87%	13.79%	14.94%	15.46%
Bulk loans in force	86,909	100,782	117,573	139,446	158,089
Bulk loans in default <sup>(2)</sup>	25,477	32,348	41,538	52,103	64,612
Default rate – bulk loans	29.32%	32.10%	35.33%	37.36%	40.87%
Prime loans in force <sup>(3)</sup>	65,724	90,270	112,403	134,787	150,642
Default rate – prime loans	7.82%	10.44%	12.20%	13.11%	13.29%
A-minus loans in force <sup>(3)</sup>	16,496	20,884	25,989	31,566	37,711
Default rate – A-minus loans	30.41%	32.92%	35.10%	36.69%	40.66%
Subprime loans in force <sup>(3)</sup>	6,391	7,668	9,326	11,132	13,687
Default rate – subprime loans	38.70%	40.78%	43.60%	45.66%	50.72%
Reduced documentation loans delinquent <sup>(4)</sup>	14,717	21,023	27,921	37,239	48,400
Default rate – reduced doc loans	30.41%	35.23%	37.96%	41.66%	45.26%
<b>POOL INSURANCE</b>					
Insured loans in force <sup>(5)</sup>	87,584	119,061	374,228	468,361	526,559
Loans in default	6,563	8,594	32,971	43,329	44,231
Percentage of loans in default (default rate)	7.49%	7.22%	8.81%	9.25%	8.40%

General Notes: (a) For the information presented for 2010-2013, the FICO credit score for a loan with multiple borrowers is the lowest of the borrowers' "decision FICO scores." For the information presented for 2009, the FICO score for a loan with multiple borrowers was the income weighted average of the "decision FICO scores" for each borrower. A borrower's "decision FICO score" is determined as follows: if there are three FICO scores available, the middle FICO score is used; if two FICO scores are available, the lower of the two is used; if only one FICO score is available, it is used. This change made our reporting consistent with the FICO credit scores that we use for underwriting purposes. (b) Servicers continue to pay our premiums for nearly all of the loans in our default inventory, but in some cases, servicers stop paying our premiums. In those cases, even though the loans continue to be included in our default inventory, the applicable loans are removed from our insured loans in force. Loans where servicers have stopped paying premiums include 5,854 defaults with a risk of \$281 million as of December 31, 2013. (c) During the 4th quarter of 2011 we conducted a review of our single life of loan policies and concluded that approximately 21,000 of these policies were no longer in force, and as a result we canceled these policies with insurance in force of approximately \$2.3 billion and risk in force of approximately \$0.5 billion.

(1) At December 31, 2013, 2012, 2011, 2010 and 2009, 20,955, 25,282, 30,250, 36,066, and 45,907 loans in default, respectively, related to Wall Street bulk transactions and at December 31, 2013, 2012, 2011, 2010 and 2009, 6,948, 11,731, 12,610, 20,898, and 16,389 loans in default, respectively, were in our claims received inventory.

(2) Among other things, the default rate for bulk loans is influenced by our decision to stop writing the portion of our bulk business that we refer to as “Wall Street bulk transactions.” This decision increases the default rate because it results in a greater percentage of the bulk business consisting of vintages that traditionally have higher default rates.

(3) We define prime loans as those having FICO credit scores of 620 or greater, A-minus loans as those having FICO credit scores of 575-619, and subprime credit loans as those having FICO credit scores of less than 575, all as reported to MGIC at the time a commitment to insure is issued. Most A-minus and subprime credit loans were written through the bulk channel. In this annual report we classify loans without complete documentation as “reduced documentation” loans regardless of FICO credit score rather than as prime, “A-” or “subprime” loans; in the table above, such loans appear only in the reduced documentation category and they do not appear in any of the other categories.

(4) In accordance with industry practice, loans approved by GSE and other automated underwriting (AU) systems under “doc waiver” programs that do not require verification of borrower income are classified by us as “full documentation.” Based in part on information provided by the GSEs, we estimate full documentation loans of this type were approximately 4% of 2007 new insurance written. Information for other periods is not available. We understand these AU systems grant such doc waivers for loans they judge to have higher credit quality. We also understand that the GSEs terminated their “doc waiver” programs in the second half of 2008.

(5) The number of loans insured under pool policies declined significantly from 2011 to 2012, partly due to the cancellation of certain pool policies due to the exhaustion of their aggregate loss limits.

Different areas of the United States may experience different default rates due to varying localized economic conditions from year to year. The following table shows the percentage of primary loans we insured that were in default as of December 31, 2013, 2012 and 2011 for the 15 states for which we paid the most losses during 2013 (excluding payments associated with the Countrywide settlement):

#### State Default Rates

	December 31,		
	2013	2012	2011
Florida	27.48%	36.49%	39.51%
California	8.22	13.79	20.71
Illinois	14.28	20.12	22.37
Washington	8.26	13.25	15.08
Ohio	8.46	10.76	12.91
Georgia	10.67	14.68	17.72
Michigan	7.43	10.35	14.43
Arizona	8.45	14.63	21.91
Maryland	17.08	20.59	21.63
Nevada	20.06	30.32	35.08
Pennsylvania	10.06	11.84	12.18
Wisconsin	6.27	8.65	10.47
North Carolina	9.91	12.91	14.95
New Jersey	21.87	24.76	24.66
Minnesota	5.79	9.00	13.01
All other states	9.43	11.15	12.52

The primary default inventory in those same states as of December 31, 2013, 2012 and 2011 appears in a table found in “Management’s Discussion and Analysis of Financial Condition and Results of Operations – Results of Consolidated Operations – Losses – Losses Incurred,” in Item 7.

**Claims.** Claims result from defaults that are not cured or a short sale that we approve. Whether a claim results from an uncured default depends, in large part, on the borrower’s equity in the home at the time of default, the borrower’s or the lender’s ability to sell the home for an amount sufficient to satisfy all amounts due under the mortgage and the willingness and ability of the borrower and lender to enter into a loan modification that provides for a cure of the default. Various factors affect the frequency and amount of claims, including local housing prices and employment levels, and interest rates. If a default goes to claim, any premium collected from the time of default to time of the claim payment is returned to the servicer along with the claim payment. This results in a reduction to premiums written and earned.

Under the terms of our master policy, the lender is required to file a claim for primary insurance with us within 60 days after it has acquired title to the underlying property (typically through foreclosure). Until a few years ago, it took, on average, approximately twelve months for a default that is not cured to develop into a paid claim. Over the past several years, the average time it takes to receive a claim associated with a default has increased. This is, in part, due to new loss mitigation protocols established by servicers and to changes in some state foreclosure laws that may include, for example, a requirement for additional review and/or mediation processes. It is difficult to estimate how long it may take for current and future defaults that do not cure to develop into paid claims.

Within 60 days after a claim has been filed and all documents required to be submitted to us have been delivered, we have the option of either (1) paying the coverage percentage specified for that loan, with the insured retaining title to the underlying property and receiving all proceeds from the eventual sale of the property (we have elected this option for the vast majority of claim payments in the recent past), or (2) paying 100% of the claim amount in exchange for the lender’s conveyance of good and marketable title to the property to us. After we receive title to properties, we sell them for our own account. If we fail to pay a claim timely, we would be subject to additional interest expense.

Claim activity is not evenly spread throughout the coverage period of a book of primary business. For prime loans, relatively few claims are typically received during the first two years following issuance of coverage on a loan. This is typically followed by a period of rising claims which, based on industry experience, has historically reached its highest level in the third and fourth years after the year of loan origination. Thereafter, the number of claims typically received has historically declined at a gradual rate, although the rate of decline can be affected by conditions in the economy, including slowing home price appreciation or housing price depreciation. Due in part to the subprime component of loans insured in Wall Street bulk transactions, the peak claim period for bulk loans has generally occurred earlier than for flow loans. Moreover, when a loan is refinanced, because the new loan replaces, and is a continuation of, an earlier loan, the pattern of claims frequency for that new loan may be different from the historical pattern of other loans. Persistency, the condition of the economy, including unemployment, and other factors can affect the pattern of claim activity. For example, a weak economy can lead to claims from older books increasing, continuing at stable levels or experiencing a lower rate of decline. As of December 31, 2013, 36% of our primary insurance in force was written subsequent to December 31, 2010, 39% was written subsequent to December 31, 2009, and 43% was written subsequent to December 31, 2008. See “Our Products and Services - Mortgage Insurance - Insurance In Force by Policy Year” above.

Another important factor affecting MGIC Book losses is the amount of the average claim paid, which is generally referred to as claim severity. The main determinants of claim severity are the amount of the mortgage loan, the coverage percentage on the loan and local market conditions. The primary average claim paid on the MGIC Book was \$46,375 in 2013, compared to \$48,722 in 2012, \$49,887 for 2011, \$50,173 for 2010 and \$52,627 for 2009. The decrease in average claim paid in 2010 through 2013 compared to 2009 was primarily a result of flow claims being a higher percentage of claims paid in 2010 through 2013 compared to 2009; flow claims have lower average loan amounts and coverage percentages than bulk loans.

Information about net claims we paid during 2013, 2012 and 2011 appears in the table below.

Net paid claims (In millions)

	2013	2012	2011
Prime (FICO 620 & >)	\$ 1,163	\$ 1,558	\$ 1,772
A-Minus (FICO 575-619)	179	235	283
Subprime (FICO < 575)	50	65	70
Reduced doc (All FICOs) <sup>(1)</sup>	219	372	429
Pool <sup>(2)</sup>	104	334	480
Other <sup>(3)</sup>	107	5	6
Direct losses paid	\$ 1,822	\$ 2,569	\$ 3,040
Reinsurance	(61)	(90)	(140)
Net losses paid	\$ 1,761	\$ 2,479	\$ 2,900
LAE	36	45	60
Net losses and LAE before terminations	\$ 1,797	\$ 2,524	\$ 2,960
Reinsurance terminations	(3)	(6)	(39)
Net losses and LAE paid	\$ 1,794	\$ 2,518	\$ 2,921

- (1) In this annual report we classify loans without complete documentation as “reduced documentation” loans regardless of FICO credit score rather than as prime, “A-” or “subprime” loans; in the table above, such loans appear only in the reduced documentation category and they do not appear in any of the other categories.
- (2) 2013 and 2012 include \$41 million and \$100 million, respectively, paid under the terms of the settlement with Freddie Mac as discussed under Note 9 – “Loss Reserves” to our consolidated financial statements in Item 8.
- (3) 2013 includes \$105 million associated with the implementation of the Countrywide settlement as discussed in Note 20 – “Litigation and Contingencies” to our consolidated financial statements in Item 8.

Primary claims paid for the top 15 states (based on 2013 paid claims, excluding payments associated with the Countrywide settlement) and all other states for the years ended December 31, 2013, 2012 and 2011 appear in a table found in “Management’s Discussion and Analysis of Financial Condition and Results of Operations – Results of Consolidated Operations – Losses – Losses Incurred,” in Item 7.

From time to time, proposals to give bankruptcy judges the authority to reduce mortgage balances in bankruptcy cases have been made. Such reductions are sometimes referred to as bankruptcy cramdowns. A bankruptcy cramdown is not an event that entitles an insured party to make a claim under our insurance policy. If a borrower ultimately satisfies his or her mortgage after a bankruptcy cramdown, then our insurance policies provide that we would not be required to pay any claim. Under our insurance policies, however, if a borrower re-defaults on a mortgage after a bankruptcy cramdown, the claim we would be required to pay would be based upon the original, unreduced loan balance. We are not aware of any bankruptcy cramdown proposals that would change these provisions of our insurance policies. Unless a lender has obtained our prior approval, if a borrower's mortgage loan balance is reduced outside the bankruptcy context, including in association with a loan modification, and if the borrower re-defaults after such a reduction, then under the terms of our policy the amount we would be responsible to cover would be calculated net of the reduction.

**Loss Mitigation.** Before paying a claim, we review the loan and servicing files to determine the appropriateness of the claim amount. All of our insurance policies provide that we can reduce or deny a claim if the servicer did not comply with its obligations under our insurance policy, including the requirement to mitigate our loss by performing reasonable loss mitigation efforts or, for example, diligently pursuing a foreclosure or bankruptcy relief in a timely manner. We call such reduction of claims submitted to us "curtailments." In 2013, curtailments reduced our average claim paid by approximately 5.8%. In addition, the claims submitted to us sometimes include costs and expenses not covered by our insurance policies, such as hazard insurance premiums for periods after the claim date and losses resulting from property damage that has not been repaired. These other adjustments reduced claim amounts by less than the amount of curtailments. After we pay a claim, servicers and insureds sometimes object to our curtailments and other adjustments. We review these objections if they are sent to us within 90 days after the claim was paid.

When reviewing the loan file associated with a claim, we may determine that we have the right to rescind coverage on the loan. Prior to 2008, rescissions of coverage on loans and claim denials, which we collectively refer to as "rescissions" and variations of this term, were not a material portion of our claims resolved during a year. Beginning in 2008, our rescissions of coverage on loans have materially mitigated our paid losses, however, the percentage of claims that have been resolved through rescission has been declining. We expect that the percentage of claims that will be resolved through rescissions will continue to decline. For further information, see our risk factor titled "We are involved in legal proceedings and are subject to the risk of additional legal proceedings in the future" in Item 1A.

When we rescind coverage, we return all premiums previously paid to us under the policy and are relieved of our obligation to pay a claim under the policy. If the insured disputes our right to rescind coverage, we generally engage in discussions in an attempt to settle the dispute. As part of those discussions, we may voluntarily suspend rescissions we believe may be part of a settlement. In 2011, Freddie Mac advised its servicers that they must obtain its prior approval for rescission settlements, Fannie Mae advised its servicers that they are prohibited from entering into such settlements, and Fannie Mae notified us that we must obtain its prior approval to enter into certain settlements. Since those announcements, the GSEs have consented to our settlement agreements with two customers, one of which is Countrywide, as discussed below, and have rejected other settlement agreements. We have reached and implemented settlement agreements that do not require GSE approval, but they have not been material in the aggregate.

If we are unable to reach a settlement, the outcome of the dispute ultimately would be determined by legal proceedings. Under our policies, legal proceedings disputing our right to rescind coverage may be brought up to three years after the lender has obtained title to the property (typically through a foreclosure) or the property was sold in a sale that we approved, whichever is applicable, although in a few jurisdictions there is a longer time to bring such an action. As of December 31, 2013, the period in which a dispute may be brought has not ended for approximately 28% of our post-2008 rescissions that are not subject to a settlement agreement.

Until a liability associated with a settlement agreement or litigation becomes probable and can be reasonably estimated, we consider our claim payment or rescission resolved for financial reporting purposes even though discussions and legal proceedings have been initiated and are ongoing. Under Accounting Standards Codification (“ASC”) 450-20, an estimated loss from such discussions and proceedings is accrued for only if we determine that the loss is probable and can be reasonably estimated.

As noted in the risk factor titled “We are involved in legal proceedings and are subject to the risk of additional legal proceedings in the future,” in Item 1A, in 2013, we entered into two agreements to resolve our dispute with Countrywide Home Loans, Inc. (“CHL”) and its affiliate, Bank of America, N.A., as successor to Countrywide Home Loans Servicing LP (“BANA” and collectively with CHL, “Countrywide”) regarding rescissions. Implementation of the agreement with BANA began in November 2013. Implementation of the agreement with CHL remains subject to approval by the non-GSE investors in the loans covered by that agreement and any such implementation is not expected to begin prior to the second quarter of 2014.

We recorded the estimated impact of the Countrywide agreements and another probable settlement in our financial statements for the quarter ending December 31, 2012. We have also recorded the estimated impact of other probable settlements, which in the aggregate have not been material. The estimated impact that we recorded is our best estimate of our loss from these matters. We estimate that the maximum exposure above the best estimate provision we recorded is \$475 million, of which about 50% is from rescission practices subject to the Agreement with CHL. If we are not able to implement the Agreement with CHL or the other settlements we consider probable, we intend to defend MGIC vigorously against any related legal proceedings.

The flow policies at issue with Countrywide are in the same form as the flow policies that we used with all of our customers during the period covered by the Agreements, and the bulk policies at issue vary from one another, but are generally similar to those used in the majority of our Wall Street bulk transactions. The settlement with Countrywide may encourage other customers to pursue remedies against us.

We are involved in discussions and legal proceedings with customers with respect to our claims paying practices that are collectively material in amount. Although it is reasonably possible that, when these discussions or legal proceedings are completed, we will not prevail in all cases, we are unable to make a reasonable estimate or range of estimates of the potential liability. We estimate the maximum exposure associated with these discussions and legal proceedings to be approximately \$260 million, although we believe we will ultimately resolve these matters for significantly less than this amount.

The estimates of our maximum exposure referred to above do not include interest or consequential or exemplary damages.

Our rescissions involve inaccurate information or fraud committed, regarding a borrower's income, debts or intention to occupy the property, a faulty appraisal, negligence in the origination of the loan, or a failure to provide us with documentation we request under our policy (we use this documentation to investigate whether a claim must be paid). We do not expect future rescissions will be a significant portion of the claims we resolve over the next few years.

Our Gold Cert Endorsement limits, and our revised master policy will limit, our right to rescind coverage under certain circumstances. Our new master policy has been approved by the GSEs, however, it remains subject to review and approval by state insurance regulators. The GSEs have stated that in the first quarter of 2014, they will announce a uniform effective date for the new master policies of all mortgage insurers and that the effective date will not be earlier than July 1, 2014.

One of the loss mitigation techniques available to us is obtaining a deficiency judgment against the borrower and attempting to recover some or all of the paid claim from the borrower. Various factors, including state laws that limit or eliminate our ability to pursue deficiency judgments and borrowers' financial conditions, have limited our recoveries in recent years to less than one-half of 1% of our paid claims.

#### ***Loss Reserves and Premium Deficiency Reserve***

A significant period of time typically elapses between the time when a borrower defaults on a mortgage payment, which is the event triggering a potential future claim payment by us, the reporting of the default to us, the acquisition of the property by the lender (typically through foreclosure) or the sale of the property with our approval, and the eventual payment of the claim related to the uncured default or a rescission. To recognize the liability for unpaid losses related to outstanding reported defaults, or default inventory, we establish loss reserves. Loss reserves are established by estimating the number of loans in our default inventory that will result in a claim payment, which is referred to as the claim rate, and further estimating the amount of the claim payment, which is referred to as claim severity. Our loss reserve estimates are established based upon historical experience, including rescission activity. In accordance with GAAP for the mortgage insurance industry, we generally do not establish loss reserves for future claims on insured loans that are not currently in default.

We also establish reserves to provide for the estimated costs of settling claims, general expenses of administering the claims settlement process, legal fees and other fees ("loss adjustment expenses"), and for losses and loss adjustment expenses from defaults that have occurred, but which have not yet been reported to us.

Our reserving process bases our estimates of future events on our past experience. However, estimation of loss reserves is inherently judgmental and conditions that have affected the development of the loss reserves in the past may not necessarily affect development patterns in the future, in either a similar manner or degree. For further information, see our risk factors in Item 1A, including the ones titled “Because we establish loss reserves only upon a loan default rather than based on estimates of our ultimate losses, losses may have a disproportionate adverse effect on our earnings in certain periods,” and “Because loss reserve estimates are subject to uncertainties and are based on assumptions that are currently very volatile, paid claims may be substantially different than our loss reserves.”

After our reserves are initially established, we perform premium deficiency tests using best estimate assumptions as of the testing date. We establish a premium deficiency reserve, if necessary, when the present value of expected future losses and expenses exceeds the present value of expected future premiums and already established reserves. In the fourth quarter of 2007, we recorded a premium deficiency reserve of \$1.2 billion relating to Wall Street bulk transactions remaining in our insurance in force. As of December 31, 2013, this premium deficiency reserve was \$48 million.

For further information about loss reserves and the premium deficiency reserve, see “Management’s Discussion and Analysis—Results of Consolidated Operations—Losses” in Item 7 and Note 9, “Loss reserves,” and Note 10, “Premium deficiency reserve,” to our consolidated financial statements in Item 8.

## **C. Investment Portfolio**

### ***Policy and Strategy***

At December 31, 2013, the fair value of our investment portfolio was approximately \$4.9 billion. In addition, at December 31, 2013, our total assets included approximately \$350 million of cash and cash equivalents. At December 31, 2013, of our portfolio plus cash and cash equivalents, approximately \$560 million was held at our parent company and the remainder was held by our subsidiaries, primarily MGIC.

As of December 31, 2013, approximately 65% of our investment portfolio (excluding cash and cash equivalents) is managed by Wellington Management Company, LLP, although we maintain overall control of investment policy and strategy. We maintain direct management of the remainder of our investment portfolio. Unless otherwise indicated, the remainder of the discussion of our investment portfolio refers to our investment portfolio only and not to cash and cash equivalents.

Our current policies emphasize preservation of capital, as well as total return. Therefore, our investment portfolio consists almost entirely of high-quality, investment grade, fixed-income securities. As noted above, in March 2013, our holding company issued additional equity and convertible debt securities and transferred \$800 million to increase MGIC’s capital. The cash received from the sale of these issuances improved our liquidity and allowed us to decrease our U.S. Treasury exposure and increase our corporate bond exposure. Our investment policies in effect at December 31, 2013 limit investments in the securities of a single issuer, other than the U.S. government, and generally limit the purchase of fixed income securities to those that are rated investment grade by at least one rating agency. They also limit the amount of investment in foreign governments and foreign domiciled securities and in any individual foreign country. The aggregate market value of the holdings of a single obligor, or type of investment, as applicable, is limited to:

U.S. government securities	No limit
Pre-refunded municipals escrowed in Treasury securities	No limit, subject to liquidity considerations
U.S. government agencies (in total) <sup>(1)</sup>	15% of portfolio market value
Securities rated “AA” or “AAA”	3% of portfolio market value
Securities rated “Baa” or “A”	2% of portfolio market value
Foreign governments & foreign domiciled securities (in total)	10% of portfolio market value
Individual AAA rated foreign countries	3% of portfolio market value
Individual below AAA rated foreign countries	1% of portfolio market value

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(1) As used with respect to our investment portfolio, U.S. government agencies include GSEs (which, in the sector table below are included as part of U.S. Treasuries) and Federal Home Loan Banks.

At December 31, 2013, approximately 86% of our total fixed income investment portfolio was invested in securities rated “A” or better, with 42% rated “AAA” and 17% rated “AA,” in each case by at least one nationally recognized securities rating organization. For information related to the portion of our investment portfolio that is insured by financial guarantors, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations – Financial Condition” in Item 7.

Our investment policies and strategies are subject to change depending upon regulatory, economic and market conditions and our existing or anticipated financial condition and operating requirements, including our tax position.

**Investment Operations**

At December 31, 2013, the sectors of our investment portfolio were as shown in the table below:

	Percentage of Portfolio's Fair Value
1. Corporate	44.5%
2. Asset Backed	15.0
3. Taxable Municipals	13.1
4. U.S. Treasuries	13.1
5. GNMA Pass-through Certificates	7.4
6. Tax-Exempt Municipals	3.6
7. Escrowed / Prerefunded Municipals	2.2
8. Foreign Governments	1.0
9. Other	0.1
	<u>100.0%</u>

We had no derivative financial instruments in our investment portfolio. Securities due within up to one year, after one year and up to five years, after five years and up to ten years, and after ten years, represented 15%, 43%, 19% and 22%, respectively, of the total fair value of our investment in debt securities. Our pre-tax yield was 1.7%, 1.7% and 2.8% for 2013, 2012 and 2011, respectively.

Our ten largest holdings at December 31, 2013 appear in the table below:

	Fair Value (In thousands)
1. General Electric Capital Corp	\$ 63,945
2. Goldman Sachs Group Inc	54,574
3. Toyota Motor Credit Corp	54,436
4. Ally Master Auto Owner Trust	46,492
5. New York New York	43,423
6. Verizon	39,864
7. Cook County Illinois	38,591
8. Morgan Stanley	35,765
9. Kroger Co	35,247
10. American Honda Finance Corp	33,989
	<u>\$ 446,326</u>

Note: This table excludes securities issued by U.S. government, U.S. government agencies, GSEs and the Federal Home Loan Banks.

For further information concerning investment operations, see Note 6, "Investments," to our consolidated financial statements in Item 8.

## D. Regulation

### *Direct Regulation*

We are subject to comprehensive, detailed regulation by state insurance departments. These regulations are principally designed for the protection of our insured policyholders, rather than for the benefit of investors. Although their scope varies, state insurance laws generally grant broad supervisory powers to agencies or officials to examine insurance companies and enforce rules or exercise discretion affecting almost every significant aspect of the insurance business. Given the recent significant losses incurred by many insurers in the mortgage and financial guaranty industries, our insurance subsidiaries have been subject to heightened scrutiny by insurance regulators. In November 2013, the NAIC presented for discussion proposed changes to its Mortgage Guaranty Insurance Model Act. In connection with that, the NAIC announced that it plans to revise the minimum capital and surplus requirements for mortgage insurers, although it has not established a date by which it must make proposals to revise such requirements.

The CFPB was established by the Dodd-Frank Act to regulate the offering and provision of consumer financial products or services under federal law. In January 2014, the CFPB's rules to implement laws requiring mortgage lenders to make ability-to-pay determinations prior to extending credit became effective. We are uncertain whether the CFPB will issue any other rules or regulations that affect our business apart from any action it may take as a result of its investigation of captive mortgage reinsurance. Such rules and regulations could have a material adverse effect on us.

In general, regulation of our subsidiaries' business relates to:

- licenses to transact business;
- policy forms;
- premium rates;
- insurable loans;
- annual and other reports on financial condition;
- the basis upon which assets and liabilities must be stated;
- requirements regarding contingency reserves equal to 50% of premiums earned;
- minimum capital levels and adequacy ratios;
- reinsurance requirements;
- limitations on the types of investment instruments which may be held in an investment portfolio;
- the size of risks and limits on coverage of individual risks which may be insured;
- deposits of securities;
- limits on dividends payable; and

- claims handling.

Most states also regulate transactions between insurance companies and their parents or affiliates and have restrictions on transactions that have the effect of inducing lenders to place business with the insurer. For a description of limits on dividends payable to us from MGIC, see “Management’s Discussion and Analysis—Liquidity and Capital Resources” in Item 7 and Note 16, “Dividend restrictions,” to our consolidated financial statements in Item 8.

Mortgage insurance premium rates are also subject to state regulation to protect policyholders against the adverse effects of excessive, inadequate or unfairly discriminatory rates and to encourage competition in the insurance marketplace. Any increase in premium rates must be justified, generally on the basis of the insurer’s loss experience, expenses and future trend analysis. The general mortgage default experience may also be considered. Premium rates are subject to review and challenge by state regulators. See our risk factors “We may not continue to meet the GSEs’ mortgage insurer eligibility requirements” and “State Capital requirements may prevent us from continuing to write new insurance on an uninterrupted basis” in Item 1A, and “Management’s Discussion and Analysis — Liquidity and Capital Resources - Capital” in Item 7, for information about regulations governing our capital adequacy, information about our current capital and our expectations regarding our future capital position.

We are required to establish statutory accounting contingency loss reserves in an amount equal to 50% of net earned premiums. These amounts cannot be withdrawn for a period of 10 years, except as permitted by insurance regulations. With regulatory approval a mortgage guaranty insurance company may make early withdrawals from the contingency reserve when incurred losses exceed 35% of net premiums earned in a calendar year. For further information, see Note 17, “Statutory capital,” to our consolidated financial statements in Item 8.

Mortgage insurers are generally single-line companies, restricted to writing residential mortgage insurance business only. Although we, as an insurance holding company, are prohibited from engaging in certain transactions with MGIC, MIC or our other insurance subsidiaries without submission to and, in some instances, prior approval of applicable insurance departments, we are not subject to insurance company regulation on our non-insurance businesses.

Wisconsin’s insurance regulations generally provide that no person may acquire control of us unless the transaction in which control is acquired has been approved by the OCI. The regulations provide for a rebuttable presumption of control when a person owns or has the right to vote more than 10% of the voting securities. In addition, the insurance regulations of other states in which MGIC is licensed require notification to the state’s insurance department a specified time before a person acquires control of us. If regulators in these states disapprove the change of control, our licenses to conduct business in the disapproving states could be terminated. For further information about regulatory proceedings applicable to us and our industry, see “We are involved in legal proceedings and are subject to the risk of additional legal proceedings in the future” in Item 1A.

As the most significant purchasers and sellers of conventional mortgage loans and beneficiaries of private mortgage insurance, Freddie Mac and Fannie Mae impose requirements on private mortgage insurers in order for them to be eligible to insure loans sold to the GSEs. These requirements are subject to change from time to time. Currently, MGIC is an approved mortgage insurer for both Freddie Mac and Fannie Mae but its longer term eligibility could be negatively affected as discussed, under “We may not continue to meet the GSEs’ mortgage insurer eligibility requirements” in Item 1A.

The FHFA is the conservator of the GSEs and has the authority to control and direct their operations. The increased role that the federal government has assumed in the residential mortgage market through the GSE conservatorship may increase the likelihood that the business practices of the GSEs change in ways that have a material adverse effect on us. In addition, these factors may increase the likelihood that the charters of the GSEs are changed by new federal legislation. The Dodd-Frank Act required the U.S. Department of the Treasury to report its recommendations regarding options for ending the conservatorship of the GSEs. This report was released in February 2011 and while it does not provide any definitive timeline for GSE reform, it does recommend using a combination of federal housing policy changes to wind down the GSEs, shrink the government’s footprint in housing finance (including FHA insurance), and help bring private capital back to the mortgage market. Since then members of Congress introduced several bills intended to scale back the GSEs, however, no legislation has been enacted. As a result of the matters referred to above, it is uncertain what role the GSEs, FHA and private capital, including private mortgage insurance, will play in the domestic residential housing finance system in the future or the impact of any such changes on our business. In addition, the timing of the impact of any resulting changes on our business is uncertain. Most meaningful changes would require Congressional action to implement and it is difficult to estimate when Congressional action would be final and how long any associated phase-in period may last. For additional information about the potential impact that any such changes in the GSE’s roles may have on us, see the risk factor titled “Changes in the business practices of the GSEs, federal legislation that changes their charters or a restructuring of the GSEs could reduce our revenues or increase our losses” in Item 1A.

In December 2013, the U.S. Treasury Department’s Federal Insurance Office released a report that calls for federal standards and oversight for mortgage insurers to be developed and implemented. It is uncertain what form the standards and oversight will take and when and if they will become effective.

### ***Indirect Regulation***

We are also indirectly, but significantly, impacted by regulations affecting purchasers of mortgage loans, such as Freddie Mac and Fannie Mae, and regulations affecting governmental insurers, such as the FHA and the VA, and lenders. See our risk factor titled “Changes in the business practices of the GSEs, federal legislation that changes their charters or a restructuring of the GSEs could reduce our revenues or increase our losses” in Item 1A for a discussion of how potential changes in the GSEs’ business practices could affect us. Private mortgage insurers, including MGIC, are highly dependent upon federal housing legislation and other laws and regulations to the extent they affect the demand for private mortgage insurance and the housing market generally. From time to time, those laws and regulations have been amended to affect competition from government agencies. Proposals are discussed from time to time by Congress and certain federal agencies to reform or modify the FHA and the Government National Mortgage Association, which securitizes mortgages insured by the FHA.

Subject to certain exceptions, in general, RESPA prohibits any person from giving or receiving any “thing of value” pursuant to an agreement or understanding to refer settlement services. For additional information, see our risk factor titled “We are involved in legal proceedings and are subject to the risk of additional legal proceedings in the future.” in Item 1A.

The Office of Thrift Supervision, the Office of the Comptroller of the Currency, the Federal Reserve Board, and the Federal Deposit Insurance Corporation have uniform guidelines on real estate lending by insured lending institutions under their supervision. The guidelines specify that a residential mortgage loan originated with a loan-to-value ratio of 90% or greater should have appropriate credit enhancement in the form of mortgage insurance or readily marketable collateral, although no depth of coverage percentage is specified in the guidelines.

Lenders are subject to various laws, including the Home Mortgage Disclosure Act, the Community Reinvestment Act and the Fair Housing Act, and Fannie Mae and Freddie Mac are subject to various laws, including laws relating to government sponsored enterprises, which may impose obligations or create incentives for increased lending to low and moderate income persons, or in targeted areas.

There can be no assurance that other federal laws and regulations affecting these institutions and entities will not change, or that new legislation or regulations will not be adopted which will adversely affect the private mortgage insurance industry. In this regard, see the risk factor titled “Changes in the business practices of the GSEs, federal legislation that changes their charters or a restructuring of the GSEs could reduce our revenues or increase our losses” in Item 1A.

## **E. Employees**

At December 31, 2013, we had approximately 819 full- and part-time employees, of whom approximately 29% were assigned to our field offices. The number of employees given above does not include “on-call” employees. The number of “on-call” employees can vary substantially, primarily as a result of changes in demand for contract underwriting services. In recent years, the number of “on-call” employees has ranged from fewer than 70 to more than 220.

## **F. Website Access**

We make available, free of charge, through our Internet website our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 as soon as reasonably practicable after we electronically file these materials with the Securities and Exchange Commission. The address of our website is <http://mtg.mgic.com>, and such reports and amendments are accessible through the “Investor Information” and “Stockholder Information” links at such address.

**Item 1A. Risk Factors.**

**Forward Looking Statements and Risk Factors**

As used below, “we,” “our” and “us” refer to MGIC Investment Corporation’s consolidated operations or to MGIC Investment Corporation, as the context requires; “MGIC” refers to Mortgage Guaranty Insurance Corporation; and “MIC” refers to MGIC Indemnity Corporation.

Our actual results could be affected by the risk factors below. These risk factors are an integral part of this annual report. These risk factors may also cause actual results to differ materially from the results contemplated by forward looking statements that we may make. Forward looking statements consist of statements which relate to matters other than historical fact, including matters that inherently refer to future events. Among others, statements that include words such as “believe,” “anticipate,” “will” or “expect,” or words of similar import, are forward looking statements. We are not undertaking any obligation to update any forward looking statements or other statements we may make even though these statements may be affected by events or circumstances occurring after the forward looking statements or other statements were made. No reader of this annual report should rely on these statements being current at any time other than the time at which this annual report was filed with the Securities and Exchange Commission.

***We may not continue to meet the GSEs’ mortgage insurer eligibility requirements.***

Substantially all of our insurance written is for loans sold to Fannie Mae and Freddie Mac (the “GSEs”), each of which has mortgage insurer eligibility requirements to maintain the highest level of eligibility. The existing eligibility requirements include a minimum financial strength rating of Aa3/AA-. Because MGIC does not meet such financial strength rating requirements (its financial strength rating from Moody’s is Ba3 (with a stable outlook) and from Standard & Poor’s is BB (with a positive outlook)), MGIC is currently operating with each GSE as an eligible insurer under a remediation plan. We believe that the GSEs view remediation plans as a continuing process of interaction with a mortgage insurer and MGIC will continue to operate under a remediation plan for the foreseeable future. The GSEs may include new eligibility requirements as part of our current remediation plan. There can be no assurance that MGIC will be able to continue to operate as an eligible mortgage insurer under a remediation plan.

The GSEs previously advised us that, at the direction of their conservator, the Federal Housing Finance Agency (“FHFA”), they will be revising the eligibility requirements for all mortgage insurers and replacing their existing financial strength rating requirements with capital standards (the “GSE Capital Standards”). In early 2014, the FHFA is expected to provide state insurance regulators a draft of the proposed eligibility requirements and to allow the state insurance regulators a comment period of up to six weeks in which to review the eligibility standards on a confidential basis. After considering any changes suggested by the state insurance regulators, the FHFA is expected to release the proposed eligibility requirements for public comment. We have not been informed of the content of the new eligibility requirements, including the GSE Capital Standards, their timeframes for effectiveness, or the length of the public comment period.

We have various alternatives available to improve our existing risk-to-capital position, including contributing additional funds that are on hand today from our holding company to MGIC, entering into additional external reinsurance transactions, seeking approval to write business in MIC and raising additional capital, which could be contributed to MGIC. While there can be no assurance that MGIC would meet the GSE Capital Standards by their effective date, we believe we could implement one or more of these alternatives so that we would continue to be an eligible mortgage insurer after the GSE Capital Standards are fully effective. If MGIC (or MIC, under certain circumstances) ceases to be eligible to insure loans purchased by one or both of the GSEs, it would significantly reduce the volume of our new business writings.

***State capital requirements may prevent us from continuing to write new insurance on an uninterrupted basis.***

The insurance laws of 16 jurisdictions, including Wisconsin, our domiciliary state, require a mortgage insurer to maintain a minimum amount of statutory capital relative to the risk in force (or a similar measure) in order for the mortgage insurer to continue to write new business. We refer to these requirements as the “State Capital Requirements” and, together with the GSE Capital Standards, the “Capital Requirements.” While they vary among jurisdictions, the most common State Capital Requirements allow for a maximum risk-to-capital ratio of 25 to 1. A risk-to-capital ratio will increase if the percentage decrease in capital exceeds the percentage decrease in insured risk. Therefore, as capital decreases, the same dollar decrease in capital will cause a greater percentage decrease in capital and a greater increase in the risk-to-capital ratio. Wisconsin does not regulate capital by using a risk-to-capital measure but instead requires a minimum policyholder position (“MPP”). The “policyholder position” of a mortgage insurer is its net worth or surplus, contingency reserve and a portion of the reserves for unearned premiums.

During part of 2012 and 2013, MGIC’s risk-to-capital ratio exceeded 25 to 1. In March 2013, our holding company issued additional equity and convertible debt securities and transferred \$800 million to increase MGIC’s capital. In April 2013, we entered into a quota share reinsurance transaction with a group of unaffiliated reinsurers. That transaction applies to new insurance written between April 1, 2013 and December 31, 2015 (with certain exclusions). In December 2013, we entered into an Addendum to the quota share transaction that applies to certain insurance written before April 1, 2013. Although the quota share has been approved by the GSEs, it is possible that under the GSE Capital Standards and/or the revised State Capital Requirements discussed below, MGIC will not be allowed full credit for the risk ceded to the reinsurers under the transaction. If MGIC is disallowed full credit, MGIC may terminate the transaction, without penalty, when such disallowance becomes effective. At December 31, 2013, MGIC’s risk-to-capital ratio was 15.8 to 1, below the maximum allowed by the jurisdictions with State Capital Requirements, and its policyholder position was \$454 million above the required MPP of \$1.0 billion. Excluding the effects of the Addendum, MGIC’s risk-to-capital would have been 19.2 to 1. At this time, we expect MGIC to continue to comply with the current State Capital Requirements, although we cannot assure you of such compliance. You should read the rest of these risk factors for information about matters that could negatively affect such compliance.

At December 31, 2013, the risk-to-capital ratio of our combined insurance operations (which includes reinsurance affiliates) was 18.4 to 1. Excluding the effects of the Addendum, the risk-to-capital of our combined insurance operations would have been 21.8 to 1. A higher risk-to-capital ratio on a combined basis may indicate that, in order for MGIC to continue to utilize reinsurance arrangements with its subsidiaries or subsidiaries of our holding company, unless a waiver of the State Capital Requirements is obtained from the appropriate regulators, additional capital contributions to the reinsurance affiliates could be needed. These reinsurance arrangements permit MGIC to write insurance with a higher coverage percentage than it could on its own under certain state-specific requirements. The Office of the Commissioner of Insurance of the State of Wisconsin (“OCI”) waived, through 2015, the State Capital Requirements for our reinsurance affiliate that did not meet them. Although we do not believe it is likely, the OCI may modify or revoke the waiver at any time. If the waiver were revoked, we could make a capital contribution to the reinsurance affiliate so that it would comply with the State Capital Requirements.

The National Association of Insurance Commissioners (“NAIC”) previously announced that it plans to revise the minimum capital and surplus requirements for mortgage insurers that are provided for in its Mortgage Guaranty Insurance Model Act. The NAIC has established a working group of state regulators that is considering this issue, although no date has been established by which the NAIC must propose revisions to such requirements. Depending on the scope of revisions made by the NAIC, MGIC may be prevented from writing new business in the jurisdictions adopting such revisions.

If MGIC fails to meet the State Capital Requirements of Wisconsin and is unable to obtain a waiver of them from the OCI, MGIC could be prevented from writing new business in all jurisdictions. If MGIC were prevented from writing new business in all jurisdictions, our insurance operations in MGIC would be in run-off (meaning no new loans would be insured but loans previously insured would continue to be covered, with premiums continuing to be received and losses continuing to be paid on those loans) until MGIC either met the State Capital Requirements or obtained a waiver to allow it to once again write new business.

If MGIC fails to meet the State Capital Requirements of a jurisdiction other than Wisconsin and is unable to obtain a waiver of them, MGIC could be prevented from writing new business in that particular jurisdiction. New insurance written in the jurisdictions that have State Capital Requirements represented approximately 50% of our new insurance written in 2013. Depending on the level of losses that MGIC experiences in the future, it is possible that regulatory action by one or more jurisdictions, including those that do not have specific State Capital Requirements, may prevent MGIC from continuing to write new insurance in such jurisdictions.

A possible future failure by MGIC to meet the Capital Requirements will not necessarily mean that MGIC lacks sufficient resources to pay claims on its insurance liabilities. While we believe MGIC has sufficient claims paying resources to meet its claim obligations on its insurance in force on a timely basis, we cannot assure you that events that may lead MGIC to fail to meet Capital Requirements would not also result in it not having sufficient claims paying resources. You should read the rest of these risk factors for additional information about matters that could negatively affect MGIC’s claims paying resources.

We have in place a longstanding plan to write new business in MIC, a direct subsidiary of MGIC, in the event MGIC cannot meet the State Capital Requirements of a jurisdiction or obtain a waiver of them. MIC is licensed to write business in all jurisdictions. During 2012, MIC began writing new business in the jurisdictions where MGIC did not have a waiver of the State Capital Requirements. Because MGIC again meets the State Capital Requirements, MGIC is again writing new business in all jurisdictions and MIC has suspended writing new business. As of December 31, 2013, MIC had statutory capital of \$458 million and risk in force, net of reinsurance, of approximately \$600 million. Before MIC may again write new business, it must obtain the necessary approvals from the OCI and the GSEs.

We cannot assure you that the OCI or GSEs will approve MIC to write new business in all jurisdictions in which MGIC may become unable to do so. If one GSE does not approve MIC in all jurisdictions in which MGIC becomes unable to write new business, MIC may be able to write insurance on loans that will be sold to the other GSE or retained by private investors. However, because lenders may not know which GSE will purchase their loans until mortgage insurance has been procured, lenders may be unwilling to procure mortgage insurance from MIC. Furthermore, if we are unable to write business in all jurisdictions utilizing a combination of MGIC and MIC, lenders may be unwilling to procure insurance from us anywhere. In addition, a lender's assessment of the financial strength of our insurance operations may affect its willingness to procure insurance from us. In this regard, see our risk factor titled "Competition or changes in our relationships with our customers could reduce our revenues or increase our losses."

***The amount of insurance we write could be adversely affected if the definition of Qualified Residential Mortgage results in a reduced number of low down payment loans available to be insured or if lenders and investors select alternatives to private mortgage insurance.***

The financial reform legislation that was passed in July 2010 (the "Dodd-Frank Act" or "Dodd-Frank") requires lenders to consider a borrower's ability to repay a home loan before extending credit. The Consumer Financial Protection Bureau ("CFPB") rule defining "Qualified Mortgage" ("QM") for purposes of implementing the "ability to repay" law became effective in January 2014. There is a temporary category of QMs for mortgages that satisfy the general product feature requirements of QMs and meet the GSEs' underwriting requirements (the "temporary category"). The temporary category will phase out when the GSEs' conservatorship ends, or if sooner, after seven years. In May 2013, the FHFA directed the GSEs to limit their mortgage acquisitions to loans that meet the requirements of a QM, including those that meet the temporary category, and loans that are exempt from the "ability to repay" requirements. We may insure loans that do not qualify as QMs, however, we are unsure the extent to which lenders will make non-QM loans because they will not be entitled to the presumptions about compliance with the "ability to repay" requirements that the law allows lenders with respect to QM loans. We are also unsure whether lenders will purchase private mortgage insurance for loans that cannot be sold to the GSEs.

In September 2013, the U.S. Department of Housing and Urban Development (“HUD”) proposed a definition of QM that will apply to loans the Federal Housing Administration (“FHA”) insures. HUD’s QM definition is less restrictive than the CFPB’s definition in certain respects, including that (i) it has no limit on the debt-to-income ratio of a borrower, and (ii) it allows the lender certain presumptions about compliance with the “ability to repay” requirements on higher priced loans. It is possible that lenders will prefer FHA-insured loans to loans insured by private mortgage insurance as a result of the FHA’s less restrictive QM definition.

Given the credit characteristics presented to us, we estimate that approximately 87% of our new risk written in 2013 was for loans that would have met the CFPB’s general QM definition. We estimate that approximately 99% of our new risk written in 2013 was for loans that would have met the CFPB’s QM definition, when giving effect to the temporary category. In making these estimates, we have not considered the limitation on points and fees because the information is not available to us. We do not believe such limitation would materially affect the percentage of our new risk written meeting the QM definitions.

The Dodd-Frank Act requires a securitizer to retain at least 5% of the risk associated with mortgage loans that are securitized, and in some cases the retained risk may be allocated between the securitizer and the lender that originated the loan. This risk retention requirement does not apply to mortgage loans that are Qualified Residential Mortgages (“QRMs”) or that are insured by the FHA or another federal agency. In 2011, federal regulators released a proposed risk retention rule that included a definition of QRM. In response to public comments regarding the proposed rule, federal regulators issued a revised proposed rule in August 2013. The revised proposed rule generally defines QRM as a mortgage meeting the requirements of a QM. The regulators also proposed an alternative QRM definition (“QM-plus”) which utilizes certain QM criteria but also includes a maximum loan-to-value ratio (“LTV”) of 70%. Neither of the revised definitions of QRM considers the use of mortgage insurance. While substantially all of our new risk written in 2013 was on loans that met the QM definition (and, therefore, the proposed general QRM definition), none of our new insurance written met the QM-plus definition. The public comment period for the revised proposed rule expired on October 30, 2013. The final timing of the adoption of any risk retention regulation and the definition of QRM remains uncertain. Because of the capital support provided by the U.S. Government, the GSEs satisfy the Dodd-Frank risk-retention requirements while they are in conservatorship. Therefore, lenders that originate loans that are sold to the GSEs while they are in conservatorship would not be required to retain risk associated with those loans.

The amount of new insurance that we write may be materially adversely affected depending on, among other things, (a) the final definition of QRM and its LTV requirements and (b) whether lenders choose mortgage insurance for non-QRM loans. In addition, changes in the final regulations regarding treatment of GSE-guaranteed mortgage loans, or changes in the conservatorship or capital support provided to the GSEs by the U.S. Government, could impact the manner in which the risk-retention rules apply to GSE securitizations, originators who sell loans to GSEs and our business. For other factors that could decrease the demand for mortgage insurance, see our risk factor titled *“If the volume of low down payment home mortgage originations declines, the amount of insurance that we write could decline, which would reduce our revenues.”*

Alternatives to private mortgage insurance include:

- lenders using government mortgage insurance programs, including those of the FHA and the Veterans Administration,
- lenders and other investors holding mortgages in portfolio and self-insuring,
- investors (including the GSEs) using risk mitigation techniques other than private mortgage insurance, such as credit-linked note transactions executed in the capital markets; using other risk mitigation techniques in conjunction with reduced levels of private mortgage insurance coverage; or accepting credit risk without credit enhancement, and
- lenders originating mortgages using piggyback structures to avoid private mortgage insurance, such as a first mortgage with an 80% loan-to-value ratio and a second mortgage with a 10%, 15% or 20% loan-to-value ratio (referred to as 80-10-10, 80-15-5 or 80-20 loans, respectively) rather than a first mortgage with a 90%, 95% or 100% loan-to-value ratio that has private mortgage insurance.

The FHA substantially increased its market share beginning in 2008, and beginning in 2011, that market share began to gradually decline. We believe that the FHA's market share increased, in part, because private mortgage insurers tightened their underwriting guidelines (which led to increased utilization of the FHA's programs) and because of increases in the amount of loan level delivery fees that the GSEs assess on loans (which result in higher costs to borrowers). In addition, federal legislation and programs provided the FHA with greater flexibility in establishing new products and increased the FHA's competitive position against private mortgage insurers. We believe that the FHA's current premium pricing, when compared to our current credit-tiered premium pricing (and considering the effects of GSE pricing changes), has allowed us to be more competitive with the FHA than in the recent past for loans with high FICO credit scores. We cannot predict, however, the FHA's share of new insurance written in the future due to, among other factors, different loan eligibility terms between the FHA and the GSEs; future increases in guaranty fees charged by the GSEs; changes to the FHA's annual premiums; and the total profitability that may be realized by mortgage lenders from securitizing loans through Ginnie Mae when compared to securitizing loans through Fannie Mae or Freddie Mac.

***Changes in the business practices of the GSEs, federal legislation that changes their charters or a restructuring of the GSEs could reduce our revenues or increase our losses.***

Substantially all of our insurance written is for loans sold to Fannie Mae and Freddie Mac. The business practices of the GSEs affect the entire relationship between them, lenders and mortgage insurers and include:

- the level of private mortgage insurance coverage, subject to the limitations of the GSEs' charters (which may be changed by federal legislation), when private mortgage insurance is used as the required credit enhancement on low down payment mortgages,

- the amount of loan level delivery fees and guaranty fees (which result in higher costs to borrowers) that the GSEs assess on loans that require mortgage insurance,
- whether the GSEs influence the mortgage lender's selection of the mortgage insurer providing coverage and, if so, any transactions that are related to that selection,
- the underwriting standards that determine what loans are eligible for purchase by the GSEs, which can affect the quality of the risk insured by the mortgage insurer and the availability of mortgage loans,
- the terms on which mortgage insurance coverage can be canceled before reaching the cancellation thresholds established by law,
- the programs established by the GSEs intended to avoid or mitigate loss on insured mortgages and the circumstances in which mortgage servicers must implement such programs,
- the terms that the GSEs require to be included in mortgage insurance policies for loans that they purchase,
- the extent to which the GSEs intervene in mortgage insurers' rescission practices or rescission settlement practices with lenders. For additional information, see our risk factor titled "*We are involved in legal proceedings and are subject to the risk of additional legal proceedings in the future,*" and
- the maximum loan limits of the GSEs in comparison to those of the FHA and other investors.

The FHFA is the conservator of the GSEs and has the authority to control and direct their operations. The increased role that the federal government has assumed in the residential mortgage market through the GSE conservatorship may increase the likelihood that the business practices of the GSEs change in ways that have a material adverse effect on us. In addition, these factors may increase the likelihood that the charters of the GSEs are changed by new federal legislation. The Dodd-Frank Act required the U.S. Department of the Treasury to report its recommendations regarding options for ending the conservatorship of the GSEs. This report was released in February 2011 and while it does not provide any definitive timeline for GSE reform, it does recommend using a combination of federal housing policy changes to wind down the GSEs, shrink the government's footprint in housing finance (including FHA insurance), and help bring private capital back to the mortgage market. Since then, Members of Congress introduced several bills intended to scale back the GSEs, however, no legislation has been enacted. As a result of the matters referred to above, it is uncertain what role the GSEs, FHA and private capital, including private mortgage insurance, will play in the domestic residential housing finance system in the future or the impact of any such changes on our business. In addition, the timing of the impact of any resulting changes on our business is uncertain. Most meaningful changes would require Congressional action to implement and it is difficult to estimate when Congressional action would be final and how long any associated phase-in period may last.

The GSEs have different loan purchase programs that allow different levels of mortgage insurance coverage. Under the “charter coverage” program, on certain loans lenders may choose a mortgage insurance coverage percentage that is less than the GSEs’ “standard coverage” and only the minimum required by the GSEs’ charters, with the GSEs paying a lower price for such loans. In 2013, nearly all of our volume was on loans with GSE standard or higher coverage. We charge higher premium rates for higher coverage percentages. To the extent lenders selling loans to the GSEs in the future choose lower coverage for loans that we insure, our revenues would be reduced and we could experience other adverse effects.

***The benefit of our net operating loss carryforwards may become substantially limited.***

As of December 31, 2013, we had approximately \$2.6 billion of net operating losses for tax purposes that we can use in certain circumstances to offset future taxable income and thus reduce our federal income tax liability. Our ability to utilize these net operating losses to offset future taxable income may be significantly limited if we experience an “ownership change” as defined in Section 382 of the Internal Revenue Code of 1986, as amended (the “Code”). In general, an ownership change will occur if there is a cumulative change in our ownership by “5-percent shareholders” (as defined in the Code) that exceeds 50 percentage points over a rolling three-year period. A corporation that experiences an ownership change will generally be subject to an annual limitation on the corporation’s subsequent use of net operating loss carryovers that arose from pre-ownership change periods and use of losses that are subsequently recognized with respect to assets that had a built-in-loss on the date of the ownership change. The amount of the annual limitation generally equals the value of the corporation immediately before the ownership change multiplied by the long-term tax-exempt interest rate (subject to certain adjustments). To the extent that the limitation in a post-ownership-change year is not fully utilized, the amount of the limitation for the succeeding year will be increased.

While we have adopted a shareholder rights agreement to minimize the likelihood of transactions in our stock resulting in an ownership change, future issuances of equity-linked securities or transactions in our stock and equity-linked securities that may not be within our control may cause us to experience an ownership change. If we experience an ownership change, we may not be able to fully utilize our net operating losses, resulting in additional income taxes and a reduction in our shareholders’ equity.

***We are involved in legal proceedings and are subject to the risk of additional legal proceedings in the future.***

Before paying a claim, we review the loan and servicing files to determine the appropriateness of the claim amount. All of our insurance policies provide that we can reduce or deny a claim if the servicer did not comply with its obligations under our insurance policy, including the requirement to mitigate our loss by performing reasonable loss mitigation efforts or, for example, diligently pursuing a foreclosure or bankruptcy relief in a timely manner. We call such reduction of claims submitted to us “curtailments.” In 2012 and 2013, curtailments reduced our average claim paid by approximately 4.1% and 5.8%, respectively. In addition, the claims submitted to us sometimes include costs and expenses not covered by our insurance policies, such as hazard insurance premiums for periods after the claim date and losses resulting from property damage that has not been repaired. These other adjustments reduced claim amounts by less than the amount of curtailments. After we pay a claim, servicers and insureds sometimes object to our curtailments and other adjustments. We review these objections if they are sent to us within 90 days after the claim was paid. Historically, we have not had material disputes regarding our curtailments or other adjustments.

When reviewing the loan file associated with a claim, we may determine that we have the right to rescind coverage on the loan. Prior to 2008, rescissions of coverage on loans were not a material portion of our claims resolved during a year. However, beginning in 2008, our rescissions of coverage on loans have materially mitigated our paid losses. In 2009 through 2011, rescissions mitigated our paid losses in the aggregate by approximately \$3.0 billion; and in 2012 and 2013, rescissions mitigated our paid losses by approximately \$0.3 billion and \$135 million, respectively (in each case, the figure includes amounts that would have either resulted in a claim payment or been charged to a deductible under a bulk or pool policy, and may have been charged to a captive reinsurer). In recent quarters, approximately 5% of claims received in a quarter have been resolved by rescissions, down from the peak of approximately 28% in the first half of 2009.

We estimate rescissions mitigated our incurred losses by approximately \$2.5 billion in 2009 and \$0.2 billion in 2010. All of these figures include the benefit of claims not paid in the period as well as the impact of changes in our estimated expected rescission activity on our loss reserves in the period. In 2012, we estimate that our rescission benefit in loss reserves was reduced by \$0.2 billion due to probable rescission settlement agreements. We estimate that other rescissions had no significant impact on our losses incurred in 2011 through 2013. At December 31, 2013, we estimate that our total loss reserves were benefited from anticipated rescissions by approximately \$0.1 billion. Our loss reserving methodology incorporates our estimates of future rescissions and reversals of rescissions. Historically, reversals of rescissions have been immaterial. A variance between ultimate actual rescission and reversal rates and our estimates, as a result of the outcome of litigation, settlements or other factors, could materially affect our losses.

If the insured disputes our right to rescind coverage, we generally engage in discussions in an attempt to settle the dispute. As part of those discussions, we may voluntarily suspend rescissions we believe may be part of a settlement. In 2011, Freddie Mac advised its servicers that they must obtain its prior approval for rescission settlements, Fannie Mae advised its servicers that they are prohibited from entering into such settlements and Fannie Mae notified us that we must obtain its prior approval to enter into certain settlements. Since those announcements, the GSEs have consented to our settlement agreements with two customers, one of which is Countrywide, as discussed below, and have rejected other settlement agreements. We have reached and implemented settlement agreements that do not require GSE approval, but they have not been material in the aggregate.

If we are unable to reach a settlement, the outcome of the dispute ultimately would be determined by legal proceedings. Under our policies, legal proceedings disputing our right to rescind coverage may be brought up to three years after the lender has obtained title to the property (typically through a foreclosure) or the property was sold in a sale that we approved, whichever is applicable, although in a few jurisdictions there is a longer time to bring such an action. As of December 31, 2013, the period in which a dispute may be brought has not ended for approximately 28% of our post-2008 rescissions that are not subject to a settlement agreement.

Until a liability associated with a settlement agreement or litigation becomes probable and can be reasonably estimated, we consider our claim payment or rescission resolved for financial reporting purposes even though discussions and legal proceedings have been initiated and are ongoing. Under ASC 450-20, an estimated loss from such discussions and proceedings is accrued for only if we determine that the loss is probable and can be reasonably estimated.

Since December 2009, we have been involved in legal proceedings with Countrywide Home Loans, Inc. (“CHL”) and its affiliate, Bank of America, N.A., as successor to Countrywide Home Loans Servicing LP (“BANA” and collectively with CHL, “Countrywide”) in which Countrywide alleged that MGIC denied valid mortgage insurance claims. (In our SEC reports, we refer to insurance rescissions and denials of claims collectively as “rescissions” and variations of that term.) In addition to the claim amounts it alleged MGIC had improperly denied, Countrywide contended it was entitled to other damages of almost \$700 million as well as exemplary damages. We sought a determination in those proceedings that we were entitled to rescind coverage on the applicable loans.

In April 2013, MGIC entered into separate settlement agreements with CHL and BANA, pursuant to which the parties will settle the Countrywide litigation as it relates to MGIC’s rescission practices (as amended, the “Agreements”). The original Agreements are described in our Form 8-K filed with the SEC on April 25, 2013. The original Agreements are filed as exhibits to that Form 8-K and amendments were filed with our Form 10-Q for the quarter ended September 30, 2013 and our Form 10-K for 2013, although certain portions of the Agreements are redacted and covered by a confidential treatment request that has been granted (or is pending).

The Agreement with BANA covers loans purchased by the GSEs. As of September 30, 2013, rescissions of coverage on approximately 2,100 loans under the Agreement with BANA had been suspended. That Agreement was implemented beginning in November 2013 and we resolved all of those suspended rescissions in November and December 2013 by paying the associated claim or processing the rescission. The pending arbitration proceedings concerning the loans covered by that agreement have been dismissed, the mutual releases between the parties regarding such loans have become effective and the litigation between the parties regarding such loans is to be dismissed.

The Agreement with CHL covers loans that were purchased by non-GSE investors, including securitization trusts (the “other investors”). That Agreement will be implemented only as and to the extent that it is consented to by or on behalf of the other investors, and any such implementation is expected to occur no earlier than the second quarter of 2014. While there can be no assurance that the Agreement with CHL will be implemented, we have determined that its implementation is probable.

We recorded the estimated impact of the Agreements and another probable settlement in our financial statements for the quarter ending December 31, 2012. We have also recorded the estimated impact of other probable settlements, which in the aggregate have not been material. The estimated impact that we recorded is our best estimate of our loss from these matters. We estimate that the maximum exposure above the best estimate provision we recorded is \$475 million, of which about 50% is from rescission practices subject to the Agreement with CHL. If we are not able to implement the Agreement with CHL or the other settlements we consider probable, we intend to defend MGIC vigorously against any related legal proceedings.

The flow policies at issue with Countrywide are in the same form as the flow policies that we used with all of our customers during the period covered by the Agreements, and the bulk policies at issue vary from one another, but are generally similar to those used in the majority of our Wall Street bulk transactions. The settlement with Countrywide may encourage other customers to pursue remedies against us.

We are involved in discussions and legal proceedings with customers with respect to our claims paying practices that are collectively material in amount. Although it is reasonably possible that, when these discussions or legal proceedings are completed, we will not prevail in all cases, we are unable to make a reasonable estimate or range of estimates of the potential liability. We estimate the maximum exposure associated with these discussions and legal proceedings to be approximately \$260 million, although we believe we will ultimately resolve these matters for significantly less than this amount.

The estimates of our maximum exposure referred to above do not include interest or consequential or exemplary damages.

Consumers continue to bring lawsuits against home mortgage lenders and settlement service providers. Mortgage insurers, including MGIC, have been involved in litigation alleging violations of the anti-referral fee provisions of the Real Estate Settlement Procedures Act, which is commonly known as RESPA, and the notice provisions of the Fair Credit Reporting Act, which is commonly known as FCRA. MGIC's settlement of class action litigation against it under RESPA became final in October 2003. MGIC settled the named plaintiffs' claims in litigation against it under FCRA in December 2004, following denial of class certification in June 2004. Since December 2006, class action litigation has been brought against a number of large lenders alleging that their captive mortgage reinsurance arrangements violated RESPA. Beginning in December 2011, MGIC, together with various mortgage lenders and other mortgage insurers, has been named as a defendant in twelve lawsuits, alleged to be class actions, filed in various U.S. District Courts. Seven of those cases have previously been dismissed without any further opportunity to appeal. The complaints in all of the cases allege various causes of action related to the captive mortgage reinsurance arrangements of the mortgage lenders, including that the lenders' captive reinsurers received excessive premiums in relation to the risk assumed by those captives, thereby violating RESPA. MGIC denies any wrongdoing and intends to vigorously defend itself against the allegations in the lawsuits. There can be no assurance that we will not be subject to further litigation under RESPA (or FCRA) or that the outcome of any such litigation, including the lawsuits mentioned above, would not have a material adverse effect on us.

In 2013, the U.S. District Court for the Southern District of Florida approved a settlement with the CFPB that resolved a federal investigation of MGIC's participation in captive reinsurance arrangements in the mortgage insurance industry. The settlement concluded the investigation with respect to MGIC without the CFPB or the court making any findings of wrongdoing. As part of the settlement, MGIC agreed that it would not enter into any new captive reinsurance agreement or reinsure any new loans under any existing captive reinsurance agreement for a period of ten years. MGIC had voluntarily suspended most of its captive arrangements in 2008 in response to market conditions and GSE requests. In connection with the settlement, MGIC paid a civil penalty of \$2.65 million and the court issued an injunction prohibiting MGIC from violating any provisions of RESPA.

We received requests from the Minnesota Department of Commerce (the "MN Department") beginning in February 2006 regarding captive mortgage reinsurance and certain other matters in response to which MGIC has provided information on several occasions, including as recently as May 2011. In August 2013, MGIC and several competitors received a draft Consent Order from the MN Department containing proposed conditions to resolve its investigation, including unspecified penalties. We are engaged in discussions with the MN Department regarding the draft Consent Order. We also received a request received by MGIC in June 2005 from the New York Department of Financial Services for information regarding captive mortgage reinsurance arrangements and other types of arrangements in which lenders receive compensation. Other insurance departments or other officials, including attorneys general, may also seek information about, investigate, or seek remedies regarding captive mortgage reinsurance.

Various regulators, including the CFPB, state insurance commissioners and state attorneys general may bring actions seeking various forms of relief in connection with violations of RESPA. The insurance law provisions of many states prohibit paying for the referral of insurance business and provide various mechanisms to enforce this prohibition. While we believe our practices are in conformity with applicable laws and regulations, it is not possible to predict the eventual scope, duration or outcome of any such reviews or investigations nor is it possible to predict their effect on us or the mortgage insurance industry.

We are subject to comprehensive, detailed regulation by state insurance departments. These regulations are principally designed for the protection of our insured policyholders, rather than for the benefit of investors. Although their scope varies, state insurance laws generally grant broad supervisory powers to agencies or officials to examine insurance companies and enforce rules or exercise discretion affecting almost every significant aspect of the insurance business. Given the recent significant losses incurred by many insurers in the mortgage and financial guaranty industries, our insurance subsidiaries have been subject to heightened scrutiny by insurance regulators. State insurance regulatory authorities could take actions, including changes in capital requirements or termination of waivers of capital requirements, that could have a material adverse effect on us. As noted above, in early 2013, the CFPB issued rules to implement laws requiring mortgage lenders to make ability-to-pay determinations prior to extending credit. We are uncertain whether the CFPB will issue any other rules or regulations that affect our business. Such rules and regulations could have a material adverse effect on us.

In December 2013, the U.S. Treasury Department's Federal Insurance Office released a report that calls for federal standards and oversight for mortgage insurers to be developed and implemented. It is uncertain what form the standards and oversight will take and when they will become effective.

We understand several law firms have, among other things, issued press releases to the effect that they are investigating us, including whether the fiduciaries of our 401(k) plan breached their fiduciary duties regarding the plan's investment in or holding of our common stock or whether we breached other legal or fiduciary obligations to our shareholders. We intend to defend vigorously any proceedings that may result from these investigations. With limited exceptions, our bylaws provide that our officers and 401(k) plan fiduciaries are entitled to indemnification from us for claims against them.

A non-insurance subsidiary of our holding company is a shareholder of the corporation that operates the Mortgage Electronic Registration System ("MERS"). Our subsidiary, as a shareholder of MERS, has been named as a defendant (along with MERS and its other shareholders) in eight lawsuits asserting various causes of action arising from allegedly improper recording and foreclosure activities by MERS. Seven of these lawsuits have been dismissed without any further opportunity to appeal. The remaining lawsuit has also been dismissed by the U.S. District Court, however, the plaintiff in that lawsuit has filed a motion for reconsideration by the U.S. District Court and to certify a related question of law to the Supreme Court of the State in which the U.S. District Court is located. The damages sought in this remaining case are substantial. We deny any wrongdoing and intend to defend ourselves vigorously against the allegations in the lawsuits.

In addition to the matters described above, we are involved in other legal proceedings in the ordinary course of business. In our opinion, based on the facts known at this time, the ultimate resolution of these ordinary course legal proceedings will not have a material adverse effect on our financial position or results of operations.

***Resolution of our dispute with the Internal Revenue Service could adversely affect us.***

The Internal Revenue Service ("IRS") completed examinations of our federal income tax returns for the years 2000 through 2007 and issued proposed assessments for unpaid taxes, interest and penalties related to our treatment of the flow-through income and loss from an investment in a portfolio of residual interests of Real Estate Mortgage Investment Conduits ("REMICs"). The IRS indicated that it did not believe that, for various reasons, we had established sufficient tax basis in the REMIC residual interests to deduct the losses from taxable income. The proposed assessments for taxes and penalties related to these matters is \$197.5 million and at December 31, 2013, there would also be interest of approximately \$154.5 million. In addition, depending on the outcome of this matter, additional state income taxes and state interest may become due when a final resolution is reached. As of December 31, 2013, those state taxes and interest would approximate \$46.0 million. In addition, there could also be state tax penalties.

Our total amount of unrecognized tax benefits as of December 31, 2013 is \$105.4 million, which represents the tax benefits generated by the REMIC portfolio included in our tax returns that we have not taken benefit for in our financial statements, including any related interest. We continue to believe that our previously recorded tax provisions and liabilities are appropriate. However, we would need to make appropriate adjustments, which could be material, to our tax provision and liabilities if our view of the probability of success in this matter changes, and the ultimate resolution of this matter could have a material negative impact on our effective tax rate, results of operations, cash flows and statutory capital. In this regard, see our risk factors titled “*We may not continue to meet the GSEs’ mortgage insurer eligibility requirements*” and “*State capital requirements may prevent us from continuing to write new insurance on an uninterrupted basis.*”

We appealed these assessments within the IRS and, in 2007, we made a payment of \$65.2 million to the United States Department of the Treasury related to this assessment. In August 2010, we reached a tentative settlement agreement with the IRS which was not finalized. The IRS is pursuing this matter in full and absent a settlement we currently expect to be in litigation on this matter in 2014. Any such litigation could be lengthy and costly in terms of legal fees and related expenses.

***Because we establish loss reserves only upon a loan default rather than based on estimates of our ultimate losses on risk in force, losses may have a disproportionate adverse effect on our earnings in certain periods.***

In accordance with accounting principles generally accepted in the United States, commonly referred to as GAAP, we establish loss reserves only for loans in default. Reserves are established for insurance losses and loss adjustment expenses when notices of default on insured mortgage loans are received. Reserves are also established for insurance losses and loss adjustment expenses for loans we estimate are in default but for which notices of default have not yet been reported to us by the servicers (this is often referred to as “IBNR”). We establish reserves using estimated claim rates and claim amounts. Because our reserving method does not take account of losses that could occur from loans that are not delinquent, such losses are not reflected in our financial statements, except in the case where a premium deficiency exists. As a result, future losses on loans that are not currently delinquent may have a material impact on future results as such losses emerge.

***Because loss reserve estimates are subject to uncertainties and are based on assumptions that are currently very volatile, paid claims may be substantially different than our loss reserves.***

We establish reserves using estimated claim rates and claim amounts in estimating the ultimate loss on delinquent loans. The estimated claim rates and claim amounts represent our best estimates of what we will actually pay on the loans in default as of the reserve date and incorporate anticipated mitigation from rescissions. We rescind coverage on loans and deny claims in cases where we believe our policy allows us to do so. Therefore, when establishing our loss reserves, we do not include additional loss reserves that would reflect a possible adverse development from ongoing dispute resolution proceedings regarding rescissions and denials unless we have determined that a loss is probable and can be reasonably estimated. For more information regarding our legal proceedings, see our risk factor titled “*We are involved in legal proceedings and are subject to the risk of additional legal proceedings in the future.*”

The establishment of loss reserves is subject to inherent uncertainty and requires judgment by management. Current conditions in the housing and mortgage industries make the assumptions that we use to establish loss reserves more volatile than they would otherwise be. The actual amount of the claim payments may be substantially different than our loss reserve estimates. Our estimates could be adversely affected by several factors, including a deterioration of regional or national economic conditions, including unemployment, leading to a reduction in borrowers' income and thus their ability to make mortgage payments and a drop in housing values that could result in, among other things, greater losses on loans that have pool insurance, and may affect borrower willingness to continue to make mortgage payments when the value of the home is below the mortgage balance. Changes to our estimates could result in material impact to our results of operations, even in a stable economic environment, and there can be no assurance that actual claims paid by us will not be substantially different than our loss reserves.

***We rely on our management team and our business could be harmed if we are unable to retain qualified personnel.***

Our industry is undergoing a fundamental shift following the mortgage crisis: long-standing competitors have gone out of business and two newly capitalized start-ups that are not encumbered with a portfolio of pre-crisis mortgages, have been formed. Former executives from other mortgage insurers have joined these two new competitors. In addition, in January 2014, a worldwide insurer and reinsurer with mortgage insurance operations in Europe announced that it had completed the purchase of a competitor, CMG Mortgage Insurance Company, and that it had received approval as an eligible insurer from both GSEs. Our success depends, in part, on the skills, working relationships and continued services of our management team and other key personnel. The departure of key personnel could adversely affect the conduct of our business. In such event, we would be required to obtain other personnel to manage and operate our business, and there can be no assurance that we would be able to employ a suitable replacement for the departing individuals, or that a replacement could be hired on terms that are favorable to us. We currently have not entered into any employment agreements with our officers or key personnel. Volatility or lack of performance in our stock price may affect our ability to retain our key personnel or attract replacements should key personnel depart.

***Loan modification and other similar programs may not continue to provide benefits to us and our losses on loans that re-default can be higher than what we would have paid had the loan not been modified.***

Beginning in the fourth quarter of 2008, the federal government, including through the Federal Deposit Insurance Corporation and the GSEs, and several lenders have adopted programs to modify loans to make them more affordable to borrowers with the goal of reducing the number of foreclosures. During 2011, 2012 and 2013, we were notified of modifications that cured delinquencies that had they become paid claims would have resulted in approximately \$1.8 billion, \$1.2 billion and \$1.0 billion, respectively, of estimated claim payments. As noted below, we cannot predict with a high degree of confidence what the ultimate re-default rate on these modifications will be. Although the recent re-default rate has been lower, for internal reporting and planning purposes, we assume approximately 50% of these modifications will ultimately re-default, and those re-defaults may result in future claim payments. Because modifications cure the defaults with respect to the previously defaulted loans, our loss reserves do not account for potential re-defaults unless at the time the reserve is established, the re-default has already occurred. Based on information that is provided to us, most of the modifications resulted in reduced payments from interest rate and/or amortization period adjustments; from 2011 through 2013, approximately 7% resulted in principal forgiveness.

One loan modification program is the Home Affordable Modification Program (“HAMP”). Some of HAMP’s eligibility criteria relate to the borrower’s current income and non-mortgage debt payments. Because the GSEs and servicers do not share such information with us, we cannot determine with certainty the number of loans in our delinquent inventory that are eligible to participate in HAMP. We believe that it could take several months from the time a borrower has made all of the payments during HAMP’s three month “trial modification” period for the loan to be reported to us as a cured delinquency. We rely on information provided to us by the GSEs and servicers. We do not receive all of the information from such sources that is required to determine with certainty the number of loans that are participating in, or have successfully completed, HAMP. We are aware of approximately 7,600 loans in our primary delinquent inventory at December 31, 2013 for which the HAMP trial period has begun and which trial periods have not been reported to us as completed or cancelled. Through December 31, 2013 approximately 52,700 delinquent primary loans have cured their delinquency after entering HAMP and are not in default. In each of 2012 and 2013, approximately 17% of our primary cures were the result of a modification, with HAMP accounting for approximately 70% of those modifications in 2012 and 68% in 2013. Although the HAMP program has been extended through 2015, we believe that we have realized the majority of the benefits from HAMP because the number of loans insured by us that we are aware are entering HAMP trial modification periods has decreased significantly since 2010.

In 2009, the GSEs began offering the Home Affordable Refinance Program (“HARP”). HARP, which has been extended through 2015, allows borrowers who are not delinquent but who may not otherwise be able to refinance their loans under the current GSE underwriting standards, to refinance their loans. We allow the HARP refinances on loans that we insure, regardless of whether the loan meets our current underwriting standards, and we account for the refinance as a loan modification (even where there is a new lender) rather than new insurance written. To incent lenders to allow more current borrowers to refinance their loans, in October 2011, the GSEs and their regulator, FHFA, announced an expansion of HARP. The expansion includes, among other changes, releasing certain representations in certain circumstances benefitting the GSEs. We have agreed to allow these additional HARP refinances, including releasing the insured in certain circumstances from certain rescission rights we would have under our policy. While an expansion of HARP may result in fewer delinquent loans and claims in the future, our ability to rescind coverage will be limited in certain circumstances. We are unable to predict what net impact these changes may have on our incurred or paid losses. Approximately 15% of our primary insurance in force has benefitted from HARP and is still in force.

The effect on us of loan modifications depends on how many modified loans subsequently re-default, which in turn can be affected by changes in housing values. Re-defaults can result in losses for us that could be greater than we would have paid had the loan not been modified. At this point, we cannot predict with a high degree of confidence what the ultimate re-default rate will be. In addition, because we do not have information in our database for all of the parameters used to determine which loans are eligible for modification programs, our estimates of the number of loans qualifying for modification programs are inherently uncertain. If legislation is enacted to permit a portion of a borrower's mortgage loan balance to be reduced in bankruptcy and if the borrower re-defaults after such reduction, then the amount we would be responsible to cover would be calculated after adding back the reduction. Unless a lender has obtained our prior approval, if a borrower's mortgage loan balance is reduced outside the bankruptcy context, including in association with a loan modification, and if the borrower re-defaults after such reduction, then under the terms of our policy the amount we would be responsible to cover would be calculated net of the reduction.

Eligibility under certain loan modification programs can also adversely affect us by creating an incentive for borrowers who are able to make their mortgage payments to become delinquent in an attempt to obtain the benefits of a modification. New notices of delinquency increase our incurred losses.

***If the volume of low down payment home mortgage originations declines, the amount of insurance that we write could decline, which would reduce our revenues.***

The factors that affect the volume of low down payment mortgage originations include:

- restrictions on mortgage credit due to more stringent underwriting standards, liquidity issues and risk-retention requirements associated with non-QRM loans affecting lenders,
- the level of home mortgage interest rates and the deductibility of mortgage interest for income tax purposes,
- the health of the domestic economy as well as conditions in regional and local economies,
- housing affordability,
- population trends, including the rate of household formation,
- the rate of home price appreciation, which in times of heavy refinancing can affect whether refinance loans have loan-to-value ratios that require private mortgage insurance, and
- government housing policy encouraging loans to first-time homebuyers.

As noted above, the CFPB rules implementing laws requiring mortgage lenders to make ability-to-pay determinations prior to extending credit, became effective in January 2014. We are uncertain whether this Bureau will issue any other rules or regulations that affect our business or the volume of low down payment home mortgage originations. Such rules and regulations could have a material adverse effect on our financial position or results of operations.

A decline in the volume of low down payment home mortgage originations could decrease demand for mortgage insurance, decrease our new insurance written and reduce our revenues. For other factors that could decrease the demand for mortgage insurance, see our risk factor titled “*The amount of insurance we write could be adversely affected if the definition of Qualified Residential Mortgage results in a reduced number of low down payment loans available to be insured or if lenders and investors select alternatives to private mortgage insurance.*”

***Competition or changes in our relationships with our customers could reduce our revenues or increase our losses.***

As noted above, the FHA substantially increased its market share beginning in 2008 and beginning in 2011, that market share began to gradually decline. It is difficult to predict the FHA’s future market share due to, among other factors, different loan eligibility terms between the FHA and the GSEs, future increases in guaranty fees charged by the GSEs, changes to the FHA’s annual premiums, and the total profitability that may be realized by mortgage lenders from securitizing loans through Ginnie Mae when compared to securitizing loans through Fannie Mae or Freddie Mac.

In recent years, the level of competition within the private mortgage insurance industry has been intense as many large mortgage lenders reduced the number of private mortgage insurers with whom they do business. At the same time, consolidation among mortgage lenders has increased the share of the mortgage lending market held by large lenders. During 2012 and 2013, approximately 10% and 7%, respectively, of our new insurance written was for loans for which one lender was the original insured, although revenue from such loans was significantly less than 10% of our revenues during each of those periods. Our private mortgage insurance competitors include:

- Genworth Mortgage Insurance Corporation,
- United Guaranty Residential Insurance Company,
- Radian Guaranty Inc.,
- CMG Mortgage Insurance Company (whose owners have agreed to sell it to a worldwide insurer and reinsurer),
- Essent Guaranty, Inc., and
- National Mortgage Insurance Corporation.

Until 2010 the mortgage insurance industry had not had new entrants in many years. In 2010, Essent Guaranty, Inc. began writing mortgage insurance and in October 2013, it raised additional capital in an initial public offering. Essent has publicly reported that one of our customers, JPMorgan Chase, is one of its investors. Another new company, National Mortgage Insurance Corporation, began writing mortgage insurance in the second quarter of 2013. Also in 2013, the parent company of Republic Mortgage Insurance Company (“RMIC”), which had ceased writing new mortgage insurance commitments in mid-2011 and was placed under the supervision of the insurance department of its domiciliary state, announced a plan of recapitalization for RMIC that is intended to allow RMIC to resume writing new business early in 2014. In addition, in January 2014, a worldwide insurer and reinsurer with mortgage insurance operations in Europe announced that it had completed the purchase of a competitor, CMG Mortgage Insurance Company, and that it had received approval as an eligible insurer from both GSEs. The perceived increase in credit quality of loans that are being insured today, the ability to start a mortgage insurance company unencumbered with a portfolio of pre-crisis mortgages, and the possibility of a decrease in the FHA’s share of the mortgage insurance market may encourage additional new entrants.

Our relationships with our customers could be adversely affected by a variety of factors, including tightening of and adherence to our underwriting requirements, which have resulted in our declining to insure some of the loans originated by our customers and insurance rescissions that affect the customer. We have ongoing discussions with lenders who are significant customers regarding their objections to our rescissions.

When our capital was not in compliance with State Capital Requirements, we believe many lenders considered our financial strength important when they selected mortgage insurers. Even though we meet the current State Capital Requirements, because MGIC’s financial strength rating is lower than some competitors, MGIC may still be competitively disadvantaged with some lenders. MGIC’s financial strength rating from Moody’s is Ba3 (with a stable outlook) and from Standard & Poor’s is BB (with a positive outlook). It is possible that MGIC’s financial strength ratings could decline from these levels. While we expect MGIC’s risk-to-capital ratio to continue to comply with the current State Capital Requirements, its level will depend primarily on the level of incurred losses, any settlement with the IRS, and the volume of new risk written. Our incurred losses are dependent upon factors that make prediction of their amounts difficult and any forecasts are subject to significant volatility. Conditions that could negatively affect the risk-to-capital ratio include high unemployment rates, low cure rates, low housing values and unfavorable resolution of ongoing legal proceedings. In addition, the NAIC and the GSEs are each expected to propose revised capital requirements for mortgage insurers. While there can be no assurance that MGIC would meet such revised capital requirements, we believe we could implement one or more alternative strategies to continue to write new business. For more information, see our risk factor titled *“We may not continue to meet the GSEs’ mortgage insurer eligibility requirements” and “State capital requirements may prevent us from continuing to write new insurance on an uninterrupted basis.”*

***Downturns in the domestic economy or declines in the value of borrowers' homes from their value at the time their loans closed may result in more homeowners defaulting and our losses increasing.***

Losses result from events that reduce a borrower's ability to continue to make mortgage payments, such as unemployment, and whether the home of a borrower who defaults on his mortgage can be sold for an amount that will cover unpaid principal and interest and the expenses of the sale. In general, favorable economic conditions reduce the likelihood that borrowers will lack sufficient income to pay their mortgages and also favorably affect the value of homes, thereby reducing and in some cases even eliminating a loss from a mortgage default. A deterioration in economic conditions, including an increase in unemployment, generally increases the likelihood that borrowers will not have sufficient income to pay their mortgages and can also adversely affect housing values, which in turn can influence the willingness of borrowers with sufficient resources to make mortgage payments to do so when the mortgage balance exceeds the value of the home. Housing values may decline even absent a deterioration in economic conditions due to declines in demand for homes, which in turn may result from changes in buyers' perceptions of the potential for future appreciation, restrictions on and the cost of mortgage credit due to more stringent underwriting standards, liquidity issues and risk-retention requirements associated with non-QRM loans affecting lenders, higher interest rates generally or changes to the deductibility of mortgage interest for income tax purposes, or other factors. The residential mortgage market in the United States had for some time experienced a variety of poor or worsening economic conditions, including a material nationwide decline in housing values, with declines continuing into early 2012 in a number of geographic areas. Although housing values in most markets have recently been increasing, in some markets they remain significantly below their early 2007 levels. Changes in housing values and unemployment levels are inherently difficult to forecast given the uncertainty in the current market environment, including uncertainty about the effect of actions the federal government has taken and may take with respect to tax policies, mortgage finance programs and policies, and housing finance reform.

***The mix of business we write affects the likelihood of losses occurring and our premium yields.***

Even when housing values are stable or rising, mortgages with certain characteristics have higher probabilities of claims. These characteristics include loans with loan-to-value ratios over 95% (or in certain markets that have experienced declining housing values, over 90%), FICO credit scores below 620, limited underwriting, including limited borrower documentation, or higher total debt-to-income ratios, as well as loans having combinations of higher risk factors. As of December 31, 2013, approximately 22.1% of our primary risk in force consisted of loans with loan-to-value ratios greater than 95%, 6.8% had FICO credit scores below 620, and 6.9% had limited underwriting, including limited borrower documentation, each attribute as determined at the time of loan origination. A material portion of these loans were written in 2005 — 2007 or the first quarter of 2008. In accordance with industry practice, loans approved by GSEs and other automated underwriting systems under "doc waiver" programs that do not require verification of borrower income are classified by us as "full documentation." For additional information about such loans, see footnote (3) to the composition of primary default inventory table under "Results of Consolidated Operations-Losses-Losses incurred" in Management's Discussion and Analysis of Financial Condition and Results of Operations.

From time to time, in response to market conditions, we change the types of loans that we insure and the requirements under which we insure them. Beginning in August 2013, we aligned most of our underwriting requirements with Fannie Mae and Freddie Mac for loans that receive and are processed in accordance with certain approval recommendations from a GSE automated underwriting system, as described in our underwriting requirements. In December 2013, we reduced all of our borrower-paid monthly premium rates and most of our single premium rates subject to regulatory approval and made underwriting changes for loans greater than \$625,500, while expanding the maximum loan amount to \$850,000. In 2013, single premium policies were approximately 10% of our total NIW. During most of 2013, almost all of our single premium rates were above those most commonly used in the market. The percentage of our single premium policies may increase in the future as a result of the reduction in our single premium rates. These changes will reduce our future premium yields. Our underwriting requirements are available on our website at <http://www.mgic.com/underwriting/index.html>. We make exceptions to our underwriting requirements on a loan-by-loan basis and for certain customer programs. Together, the number of loans for which exceptions were made accounted for fewer than 2% of the loans we insured in 2012 and 2013.

As noted above in our risk factor titled “*State capital requirements may prevent us from continuing to write new insurance on an uninterrupted basis,*” in April 2013, we entered into a quota share reinsurance transaction with a group of unaffiliated reinsurers. The transaction was amended in December 2013 so that it applies to additional insurance in force. The transaction will significantly reduce our future premium yields.

During the second quarter of 2012, we began writing a portion of our new insurance under an endorsement to our master policy (the “Gold Cert Endorsement”). Our Gold Cert Endorsement limits our ability to rescind coverage under certain circumstances. As of December 31, 2013, less than 15% of our flow, primary insurance in force was written under our Gold Cert Endorsement. However, approximately 65% of our flow, primary new insurance written in 2013, was written under this endorsement. The Gold Cert Endorsement is filed as Exhibit 99.7 to our quarterly report on Form 10-Q for the quarter ended March 31, 2012 (filed with the SEC on May 10, 2012).

We are in the process of revising our master policy. The new master policy will comply with various requirements the GSEs have communicated to the industry. These requirements contain limitations on rescission rights that, while generally similar, differ in some respects from the limitations in our Gold Cert Endorsement. Our new master policy has been approved by the GSEs, however, it remains subject to review and approval by state insurance regulators. The GSEs have stated that in the first quarter of 2014, they will announce a uniform effective date for the new master policies of all mortgage insurers and that the effective date will not be earlier than July 1, 2014.

As of December 31, 2013, approximately 1.8% of our primary risk in force written through the flow channel, and 21.7% of our primary risk in force written through the bulk channel, consisted of adjustable rate mortgages in which the initial interest rate may be adjusted during the five years after the mortgage closing (“ARMs”). We classify as fixed rate loans adjustable rate mortgages in which the initial interest rate is fixed during the five years after the mortgage closing. If interest rates should rise between the time of origination of such loans and when their interest rates may be reset, claims on ARMs and adjustable rate mortgages whose interest rates may only be adjusted after five years would be substantially higher than for fixed rate loans. In addition, we have insured “interest-only” loans, which may also be ARMs, and loans with negative amortization features, such as pay option ARMs. We believe claim rates on these loans will be substantially higher than on loans without scheduled payment increases that are made to borrowers of comparable credit quality.

Although we attempt to incorporate these higher expected claim rates into our underwriting and pricing models, there can be no assurance that the premiums earned and the associated investment income will be adequate to compensate for actual losses even under our current underwriting requirements. We do, however, believe that given the various changes in our underwriting requirements that were effective beginning in the first quarter of 2008, our insurance written beginning in the second quarter of 2008 will generate underwriting profits.

***The premiums we charge may not be adequate to compensate us for our liabilities for losses and as a result any inadequacy could materially affect our financial condition and results of operations.***

We set premiums at the time a policy is issued based on our expectations regarding likely performance over the long-term. Our premiums are subject to approval by state regulatory agencies, which can delay or limit our ability to increase our premiums. Generally, we cannot cancel mortgage insurance coverage or adjust renewal premiums during the life of a mortgage insurance policy. As a result, higher than anticipated claims generally cannot be offset by premium increases on policies in force or mitigated by our non-renewal or cancellation of insurance coverage. The premiums we charge, and the associated investment income, may not be adequate to compensate us for the risks and costs associated with the insurance coverage provided to customers. An increase in the number or size of claims, compared to what we anticipate, could adversely affect our results of operations or financial condition.

In January 2008, we announced that we had decided to stop writing the portion of our bulk business that insures loans included in Wall Street securitizations because the performance of such loans deteriorated materially in the fourth quarter of 2007 and this deterioration was materially worse than we experienced for loans insured through the flow channel or loans insured through the remainder of our bulk channel. As of December 31, 2007 we established a premium deficiency reserve of approximately \$1.2 billion. As of December 31, 2013, the premium deficiency reserve was \$48 million, which reflects the present value of expected future losses and expenses that exceeds the present value of expected future premium and already established loss reserves on these bulk transactions.

We continue to experience material losses, especially on the 2006 and 2007 books. The ultimate amount of these losses will depend in part on general economic conditions, including unemployment, and the direction of home prices, which in turn will be influenced by general economic conditions and other factors. Because we cannot predict future home prices or general economic conditions with confidence, there is significant uncertainty surrounding what our ultimate losses will be on our 2006 and 2007 books. Our current expectation, however, is that these books will continue to generate material incurred and paid losses for a number of years. There can be no assurance that an additional premium deficiency reserve on Wall Street Bulk or on other portions of our insurance portfolio will not be required.

***It is uncertain what effect the extended timeframes in the foreclosure process will have on us.***

Over the past several years, the average time it takes to receive a claim associated with a defaulted loan has increased. This is, in part, due to new loss mitigation protocols established by servicers and to changes in some state foreclosure laws that may include, for example, a requirement for additional review and/or mediation processes. Unless a loan is cured during a foreclosure delay, at the completion of the foreclosure, additional interest and expenses may be due to the lender from the borrower. In some circumstances, our paid claim amount may include some additional interest and expenses.

***We are susceptible to disruptions in the servicing of mortgage loans that we insure.***

We depend on reliable, consistent third-party servicing of the loans that we insure. Over the last several years, the mortgage loan servicing industry has experienced consolidation. The resulting reduction in the number of servicers could lead to disruptions in the servicing of mortgage loans covered by our insurance policies. In addition, recent housing market trends have led to significant increases in the number of delinquent mortgage loans requiring servicing. These increases have strained the resources of servicers, reducing their ability to undertake mitigation efforts that could help limit our losses, and have resulted in an increasing amount of delinquent loan servicing being transferred to specialty servicers. The transfer of servicing can cause a disruption in the servicing of delinquent loans. Future housing market conditions could lead to additional increases in delinquencies. Managing a substantially higher volume of non-performing loans could lead to increased disruptions in the servicing of mortgages.

***If interest rates decline, house prices appreciate or mortgage insurance cancellation requirements change, the length of time that our policies remain in force could decline and result in declines in our revenue.***

In each year, most of our premiums are from insurance that has been written in prior years. As a result, the length of time insurance remains in force, which is also generally referred to as persistency, is a significant determinant of our revenues. The factors affecting the length of time our insurance remains in force include:

- the level of current mortgage interest rates compared to the mortgage coupon rates on the insurance in force, which affects the vulnerability of the insurance in force to refinancings, and
- mortgage insurance cancellation policies of mortgage investors along with the current value of the homes underlying the mortgages in the insurance in force.

Our persistency rate was 79.5% at December 31, 2013, compared to 79.8% at December 31, 2012 and 82.9% at December 31, 2011. During the 1990s, our year-end persistency ranged from a high of 87.4% at December 31, 1990 to a low of 68.1% at December 31, 1998. Since 2000, our year-end persistency ranged from a high of 84.7% at December 31, 2009 to a low of 47.1% at December 31, 2003.

Our persistency rate is affected by the level of current mortgage interest rates compared to the mortgage coupon rates on our insurance in force, which affects the vulnerability of the insurance in force to refinancing. Due to refinancing, we have experienced lower persistency on our 2009 through 2011 books of business. This has been partially offset by higher persistency on our older books of business reflecting the more restrictive credit policies of lenders (which make it more difficult for homeowners to refinance loans), as well as declines in housing values. Future premiums on our insurance in force represent a material portion of our claims paying resources.

***Your ownership in our company may be diluted by additional capital that we raise or if the holders of our outstanding convertible debt convert that debt into shares of our common stock.***

Any future issuance of equity securities may dilute your ownership interest in our company. In addition, the market price of our common stock could decline as a result of sales of a large number of shares or similar securities in the market or the perception that such sales could occur.

We have \$389.5 million principal amount of 9% Convertible Junior Subordinated Debentures outstanding. The principal amount of the debentures is currently convertible, at the holder's option, at an initial conversion rate, which is subject to adjustment, of 74.0741 common shares per \$1,000 principal amount of debentures. This represents an initial conversion price of approximately \$13.50 per share. On April 1, 2013, we paid all interest that we had previously elected to defer on these debentures. We continue to have the right, and may elect, to defer interest payable under the debentures in the future. If a holder elects to convert its debentures, the interest that has been deferred on the debentures being converted is also convertible into shares of our common stock. The conversion rate for such deferred interest is based on the average price that our shares traded at during a 5-day period immediately prior to the election to convert the associated debentures. We may elect to pay cash for some or all of the shares issuable upon a conversion of the debentures. We also have \$345 million principal amount of 5% Convertible Senior Notes and \$500 million principal amount of 2% Convertible Senior Notes outstanding. The 5% Convertible Senior Notes are convertible, at the holder's option, at an initial conversion rate, which is subject to adjustment, of 74.4186 shares per \$1,000 principal amount at any time prior to the maturity date. This represents an initial conversion price of approximately \$13.44 per share. Prior to January 1, 2020, the 2% Convertible Senior Notes are convertible only upon satisfaction of one or more conditions. One such condition is that during any calendar quarter commencing after March 31, 2014, the last reported sale price of our common stock for each of at least 20 trading days during the 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter be greater than or equal to 130% of the applicable conversion price on each applicable trading day. The notes are convertible at an initial conversion rate, which is subject to adjustment, of 143.8332 shares per \$1,000 principal amount. This represents an initial conversion price of approximately \$6.95 per share. 130% of such conversion price is \$9.03. On or after January 1, 2020, holders may convert their notes irrespective of satisfaction of the conditions. We do not have the right to defer interest on our Convertible Senior Notes. For a discussion of the dilutive effects of our convertible securities on our earnings per share, see Note 3 — "Summary of Significant Accounting Policies" to our consolidated financial statements in Item 8.

***Our debt obligations materially exceed our holding company cash and investments***

At December 31, 2013, we had approximately \$560 million in cash and investments at our holding company and our holding company's debt obligations were \$1,317 million in aggregate principal amount, consisting of \$83 million of Senior Notes due in November 2015, \$345 million of Convertible Senior Notes due in 2017, \$500 million of Convertible Senior Notes due in 2020 and \$390 million of Convertible Junior Debentures due in 2063. Annual debt service on the debt outstanding as of December 31, 2013, is approximately \$67 million.

The Senior Notes, Convertible Senior Notes and Convertible Junior Debentures are obligations of our holding company, MGIC Investment Corporation, and not of its subsidiaries. Our holding company has no material sources of cash inflows other than investment income. The payment of dividends from our insurance subsidiaries, which other than raising capital in the public markets is the principal source of our holding company cash inflow, is restricted by insurance regulation. MGIC is the principal source of dividend-paying capacity. Since 2008, MGIC has not paid any dividends to our holding company. Through 2014, MGIC cannot pay any dividends to our holding company without approval from the OCI. Any additional capital contributions to our subsidiaries would decrease our holding company cash and investments.

***We could be adversely affected if personal information on consumers that we maintain is improperly disclosed.***

As part of our business, we maintain large amounts of personal information on consumers. While we believe we have appropriate information security policies and systems to prevent unauthorized disclosure, there can be no assurance that unauthorized disclosure, either through the actions of third parties or employees, will not occur. Unauthorized disclosure could adversely affect our reputation and expose us to material claims for damages.

***Our Australian operations may suffer significant losses.***

We began international operations in Australia, where we started to write business in June 2007. Since 2008, we are no longer writing new business in Australia. Our existing risk in force in Australia is subject to the risks described in the general economic and insurance business-related factors discussed above. In addition to these risks, we are subject to a number of other risks from having deployed capital in Australia, including foreign currency exchange rate fluctuations and interest-rate volatility particular to Australia.

**Item 1B. Unresolved Staff Comments.**

None.

**Item 2. Properties.**

At December 31, 2013, we leased office space in various cities throughout the United States under leases expiring between 2013 and 2021 and which required annual rental payments that in the aggregate are immaterial.

We own our headquarters facility and an additional office/warehouse facility, both located in Milwaukee, Wisconsin, which contain an aggregate of approximately 310,000 square feet of space.

**Item 3. Legal Proceedings.**

Since December 2011, MGIC, together with various mortgage lenders and other mortgage insurers has been named as a defendant in twelve lawsuits, alleged to be class actions, filed in various U.S. District Courts. Seven of those cases have previously been dismissed without any further opportunity to appeal. The complaints in all of the cases allege various causes of action related to the captive mortgage reinsurance arrangements of the mortgage lenders, including that the lenders' captive reinsurers received excessive premiums in relation to the risk assumed by those captives, thereby violating the Real Estate Settlement Procedures Act ("RESPA"). MGIC denies any wrongdoing and intends to vigorously defend itself against the allegations in the lawsuits. Following is a list of the remaining cases.

<u>Date Filed</u>	<u>Court</u>
12/31/2011	U.S. District Court for the Eastern District of PA
04/05/2012	U.S. District Court for the Western District of PA
06/28/2012	U.S. District Court for the Middle District of PA
12/06/2012	U.S. District Court for the Western District of PA
01/04/2013	U.S. District Court for the Eastern District of PA

The Motions to Dismiss filed by the defendants, including MGIC, in the cases originally filed April 5, 2012 and December 6, 2012, in the U.S. District Court for the Western District of Pennsylvania, were denied by that District Court on February 5, 2014. We are currently evaluating our options with respect to those two cases.

In December 2009, Countrywide filed a complaint for declaratory relief in the Superior Court of the State of California in San Francisco against MGIC. In October 2011, the United States District Court for the Northern District of California, to which the case had been removed, entered an order staying the litigation in favor of the arbitration proceeding we commenced against Countrywide in February 2010. In these proceedings, Countrywide alleged that MGIC denied valid mortgage insurance claims. (In our SEC reports, we refer to rescissions of insurance and denials of claims collectively as "rescissions" and variations of that term.) In addition to the claim amounts it alleged MGIC improperly denied, Countrywide contended it was entitled to other damages of almost \$700 million as well as exemplary damages. We sought a determination in these proceedings that we are entitled to rescind coverage on the applicable loans. From January 1, 2008 through September 30, 2013, rescissions of coverage on Countrywide-related loans mitigated our paid losses on the order of \$445 million. This amount is the amount we estimate we would have paid had the coverage not been rescinded. In addition, in connection with the mediation referred to below, we voluntarily suspended rescissions related to loans that we believed could be covered by a settlement.

We held a mediation to resolve this dispute and in April 2013, MGIC entered into separate settlement agreements with Countrywide Home Loans, Inc. (“CHL”) and its affiliate, Bank of America, N.A., as successor to Countrywide Home Loans Servicing LP (“BANA”), pursuant to which the parties will settle the Countrywide litigation as it relates to MGIC’s rescission practices (as amended, the “Agreements”). The original Agreements are described in our Form 8-K filed with the SEC on April 25, 2013. The original Agreements are filed as exhibits to that Form 8-K, and amendments were filed with our Form 10-Q for the quarter ended September 30, 2013 and this Form 10-K, although certain portions of the Agreements are redacted and covered by a confidential treatment request that has been granted (or is pending).

The agreement with BANA covers loans purchased by Fannie Mae and Freddie Mac (the “GSEs”). As of September 30, 2013, rescissions of coverage on approximately 2,100 loans under that agreement had been suspended. That agreement was implemented beginning in November 2013 and we resolved all of those suspended rescissions in November and December 2013 by paying the associated claim or processing the rescission. The pending arbitration proceedings concerning the loans covered by that agreement have been dismissed, the mutual releases between the parties regarding such loans have become effective and the litigation between the parties regarding such loans is to be dismissed.

The agreement with CHL covers loans that were purchased by non-GSE investors, including securitization trusts (the “other investors”). The agreement with CHL will be implemented only as and to the extent that it is consented to by or on behalf of the other investors, and any such implementation is expected to occur no earlier than the second quarter of 2014. While there can be no assurance that the agreement with CHL will be implemented, we have determined that its implementation is probable.

The pending arbitration proceeding between the parties regarding the loans subject to the CHL proceeding is stayed. Upon obtaining a specified number of consents by or on behalf of the other investors and also upon the conclusion of the period in the Agreement with CHL for obtaining consents by or on behalf of the other investors, all legal proceedings will be dismissed and the parties will provide mutual releases, in each case limited as to the loans held by the investors that consent to that agreement.

We recorded the estimated impact of the agreements with BANA and CHL in our financial statements for the quarter ending December 31, 2012. If we are not able to implement the agreement with CHL, we intend to defend MGIC against any related legal proceedings, vigorously.

The flow policies at issue with Countrywide are in the same form as the flow policies that we used with all of our customers during the period covered by the Agreements, and the bulk policies at issue vary from one another, but are generally similar to those used in the majority of our Wall Street bulk transactions. The settlement with Countrywide may encourage other customers to pursue remedies against us. We are involved in other legal proceedings with customers with respect to our claims paying practices that are not material in amount. However, our ongoing discussions and legal proceedings with customers concerning our claims paying practices are collectively material in amount. For further information, see our risk factor titled “We are involved in legal proceedings and are subject to the risk of additional legal proceedings in the future” in Item 1A.

The agreements with BANA and CHL do not resolve assertions by Countrywide that MGIC has improperly curtailed numerous insurance coverage claims. MGIC, BANA and CHL have separately agreed to mediate this matter and to enter into arbitration if the mediation does not resolve the matter.

The Internal Revenue Service (“IRS”) completed examinations of our federal income tax returns for the years 2000 through 2007 and issued proposed assessments for unpaid taxes, interest and penalties related to our treatment of the flow-through income and loss from an investment in a portfolio of residual interests of Real Estate Mortgage Investment Conduits (“REMICs”). The IRS indicated that it did not believe that, for various reasons, we had established sufficient tax basis in the REMIC residual interests to deduct the losses from taxable income. The proposed assessment for taxes and penalties related to these matters is \$197.5 million and at December 31, 2013, there would also be interest of approximately \$154.5 million. In addition, depending on the outcome of this matter, additional state income taxes and state interest may become due when a final resolution is reached. As of December 31, 2013, those state taxes and interest would approximate \$46.0 million. In addition, there could also be state tax penalties.

Our total amount of unrecognized tax benefits as of December 31, 2013 is \$105.4 million, which represents the tax benefits generated by the REMIC portfolio included in our tax returns that we have not taken benefit for in our financial statements, including any related interest. We continue to believe that our previously recorded tax provisions and liabilities are appropriate. However, we would need to make appropriate adjustments, which could be material, to our tax provision and liabilities if our view of the probability of success in this matter changes, and the ultimate resolution of this matter could have a material negative impact on our effective tax rate, results of operations, cash flows and statutory capital. In this regard, see our risk factors titled “We may not continue to meet the GSEs’ mortgage insurer eligibility requirements” and “Capital requirements may prevent us from continuing to write new insurance on an uninterrupted basis” in Item 1A.

We appealed these assessments within the IRS and, in 2007, we made a payment of \$65.2 million to the United States Department of the Treasury related to this assessment. In August 2010, we reached a tentative settlement agreement with the IRS which was not finalized. The IRS is pursuing this matter in full and absent a settlement we currently expect to be in litigation on this matter in 2014. Any such litigation could be lengthy and costly in terms of legal fees and related expenses.

In addition to the above litigation, we face other litigation, regulatory risks and disputes. For additional information about such other litigation and regulatory risks, you should review our risk factors titled “We are defendants in private and government litigation and are subject to the risk of additional private litigation, government litigation and regulatory proceedings in the future.”

**Item 4. Mine Safety Disclosures.**

Not Applicable.

**Executive Officers of the Registrant**

Certain information with respect to our executive officers as of February 28, 2014 is set forth below:

Name and Age	Title
Curt S. Culver, 61	Chairman of the Board and Chief Executive Officer of MGIC Investment Corporation and MGIC; Director of MGIC Investment Corporation and MGIC
Patrick Sinks, 57	President and Chief Operating Officer of MGIC Investment Corporation and MGIC
J. Michael Lauer, 69	Executive Vice President and Chief Financial Officer of MGIC Investment Corporation and MGIC until retirement on March 3, 2014
Lawrence J. Pierzchalski, 61	Executive Vice President – Risk Management of MGIC
Jeffrey H. Lane, 64	Executive Vice President, General Counsel and Secretary of MGIC Investment Corporation and MGIC
Timothy J. Mattke, 38	Senior Vice President and Controller of MGIC Investment Corporation and MGIC until March 3, 2014. Senior Vice President and Chief Financial Officer of MGIC Investment Corporation and MGIC, effective upon Mr. Lauer's retirement on March 3, 2014
Gregory A. Chi, 53	Senior Vice President–Information Services and Chief Information Officer of MGIC

Mr. Culver has served as our Chief Executive Officer since January 2000 and as our Chairman of the Board since January 2005. He was our President from January 1999 to January 2006 and was President of MGIC from May 1996 to January 2006. Mr. Culver has been a senior officer of MGIC since 1988 having responsibility at various times during his career with MGIC for field operations, marketing and corporate development. From March 1985 to 1988, he held various management positions with MGIC in the areas of marketing and sales.

Mr. Sinks became our and MGIC's President and Chief Operating Officer in January 2006. He was Executive Vice President-Field Operations of MGIC from January 2004 to January 2006 and was Senior Vice President-Field Operations of MGIC from July 2002 to January 2004. From March 1985 to July 2002, he held various positions within MGIC's finance and accounting organization, the last of which was Senior Vice President, Controller and Chief Accounting Officer.

Mr. Lauer served as our and MGIC's Executive Vice President and Chief Financial Officer from March 1989 and will retire March 3, 2014. Mr. Lauer has agreed to be available to provide advisory services to the Company for one year after his retirement.

Mr. Pierzchalski has served as Executive Vice President-Risk Management of MGIC since May 1996 and prior thereto as Senior Vice President-Risk Management or Vice President-Risk Management of MGIC from April 1990 to May 1996. From March 1985 to April 1990, he held various management positions with MGIC in the areas of market research, corporate planning and risk management.

Mr. Lane has served as our and MGIC's Executive Vice President, General Counsel and Secretary since January 2008 and prior thereto as our Senior Vice President, General Counsel and Secretary from August 1996 to January 2008. For more than five years prior to his joining us, Mr. Lane was a partner of Foley & Lardner, a law firm headquartered in Milwaukee, Wisconsin.

Mr. Mattke was appointed the Company's Chief Financial Officer effective upon Mr. Lauer's retirement on March 3, 2014. He has served as the Company's Controller since 2009. He joined the Company in 2006. Prior to his becoming Controller, he was Assistant Controller of MGIC since August 2007 and prior to that was a manager in MGIC's accounting department. Before joining MGIC, Mr. Mattke was an audit manager and an auditor with PricewaterhouseCoopers LLP, the Company's independent registered accounting firm.

Mr. Chi joined MGIC in February 2012 and has served as MGIC's Senior Vice President—Information Services and Chief Information Officer since March 2012. Prior to joining MGIC, Mr. Chi had been Senior Vice President of Enterprise Delivery Services with SunTrust Bank since 2008. Prior to joining SunTrust, Mr. Chi had been Vice President, Information Technology Development Application with MetLife, Inc. since 2005. Prior to that, Mr. Chi held various senior management positions in the financial services industry.

## PART II

### Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.

(a) Our Common Stock is listed on the New York Stock Exchange under the symbol "MTG." The following table sets forth for 2013 and 2012 by calendar quarter the high and low sales prices of our Common Stock on the New York Stock Exchange.

Quarter	2013		2012	
	High	Low	High	Low
First	\$ 6.19	\$ 2.36	\$ 5.15	\$ 3.43
Second	6.60	4.55	5.13	2.14
Third	8.16	5.88	3.08	0.66
Fourth	8.69	6.62	2.71	1.42

In October 2008, the Board suspended payment of our cash dividend. Accordingly, no cash dividends were paid in 2012 or 2013. The payment of future dividends is subject to the discretion of our Board and will depend on many factors, including our operating results, financial condition and capital position. See Note 8, "Debt," to our consolidated financial statements in Item 8 for dividend restrictions during interest deferral periods related to our Convertible Junior Debentures. We are a holding company and the payment of dividends from our insurance subsidiaries is restricted by insurance regulations. For a discussion of these restrictions, see "Management's Discussion and Analysis — Liquidity and Capital Resources" in Item 7 of this annual report and Note 16, "Dividend Restrictions," to our consolidated financial statements in Item 8.

As of February 14, 2014, the number of shareholders of record was 249. In addition, we estimate there are approximately 28,000 beneficial owners of shares held by brokers and fiduciaries.

Information regarding equity compensation plans is contained in Item 12.

(b) Not applicable.

(c) We did not repurchase any shares of Common Stock during the fourth quarter of 2013.

**Item 6. Selected Financial Data.**

	Year Ended December 31,				
	2013	2012	2011	2010	2009
	(in thousands, except per share data)				
<b>Summary of Operations</b>					
Revenues:					
Net premiums written	\$ 923,481	\$ 1,017,832	\$ 1,064,380	\$ 1,101,795	\$ 1,243,027
Net premiums earned	\$ 943,051	\$ 1,033,170	\$ 1,123,835	\$ 1,168,747	\$ 1,302,341
Investment income, net	80,739	121,640	201,270	247,253	304,678
Realized investment gains (losses), net, including net impairment losses	5,731	195,409	142,715	92,937	51,934
Other revenue	9,914	28,145	36,459	11,588	49,573
<b>Total revenues</b>	<b>1,039,435</b>	<b>1,378,364</b>	<b>1,504,279</b>	<b>1,520,525</b>	<b>1,708,526</b>
Losses and expenses:					
Losses incurred, net	838,726	2,067,253	1,714,707	1,607,541	3,379,444
Change in premium deficiency reserve	(25,320)	(61,036)	(44,150)	(51,347)	(261,150)
Underwriting and other expenses	192,518	201,447	214,750	225,142	239,612
Reinsurance fee	-	-	-	-	26,407
Interest expense	79,663	99,344	103,271	98,589	89,266
<b>Total losses and expenses</b>	<b>1,085,587</b>	<b>2,307,008</b>	<b>1,988,578</b>	<b>1,879,925</b>	<b>3,473,579</b>
Loss before tax and joint ventures	(46,152)	(928,644)	(484,299)	(359,400)	(1,765,053)
(Benefit from) provision for income taxes	3,696	(1,565)	1,593	4,335	(442,776)
<b>Net loss</b>	<b>\$ (49,848)</b>	<b>\$ (927,079)</b>	<b>\$ (485,892)</b>	<b>\$ (363,735)</b>	<b>\$ (1,322,277)</b>
Weighted average common shares outstanding (in thousands)	311,754	201,892	201,019	176,406	124,209
Diluted loss per share	\$ (0.16)	\$ (4.59)	\$ (2.42)	\$ (2.06)	\$ (10.65)
Dividends per share	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Balance sheet data</b>					
Total investments	\$ 4,866,819	\$ 4,230,275	\$ 5,823,647	\$ 7,458,282	\$ 7,254,465
Cash and cash equivalents	332,692	1,027,625	995,799	1,304,154	1,185,739
Total assets	5,601,390	5,574,324	7,216,230	9,333,642	9,404,419
Loss reserves	3,061,401	4,056,843	4,557,512	5,884,171	6,704,990
Premium deficiency reserve	48,461	73,781	134,817	178,967	193,186
Short- and long-term debt	82,773	99,910	170,515	376,329	377,098
Convertible senior notes	845,000	345,000	345,000	345,000	-
Convertible junior debentures	389,522	379,609	344,422	315,626	291,785
Shareholders' equity	744,538	196,940	1,196,815	1,669,055	1,302,581
Book value per share	2.20	0.97	5.95	8.33	10.41

	Year Ended December 31,				
	2013	2012	2011	2010	2009
<b>New primary insurance written</b> (\$ millions)	29,796	24,125	14,234	12,257	19,942
<b>New primary risk written</b> (\$ millions)	7,541	5,949	3,525	2,944	4,149
<b>New pool risk written</b> (\$ millions)	-	-	-	-	4
<b>Insurance in force (at year-end)</b> (\$ millions)					
Direct primary insurance	158,723	162,082	172,873	191,250	212,182
Direct primary risk	41,060	41,735	44,462	48,979	54,343
Direct pool risk					
With aggregate loss limits	376	439	674	1,154	1,478
Without aggregate loss limits	636	879	1,177	1,532	1,951
<b>Primary loans in default ratios</b>					
Policies in force	960,163	1,006,346	1,090,086	1,228,315	1,360,456
Loans in default	103,328	139,845	175,639	214,724	250,440
Percentage of loans in default	10.76%	13.90%	16.11%	17.48%	18.41%
Percentage of loans in default — bulk	29.32%	32.10%	35.33%	37.36%	40.87%
<b>Insurance operating ratios (GAAP) (1)</b>					
Loss ratio	88.9%	200.1%	152.6%	137.5%	259.5%
Expense ratio	18.6%	15.2%	16.0%	16.3%	15.1%
Combined ratio	107.5%	215.3%	168.6%	153.8%	274.6%
<b>Risk-to-capital ratio (statutory)</b>					
Mortgage Guaranty Insurance Corporation	15.8:1	44.7:1	20.3:1	19.8:1	19.4:1
MGIC Indemnity Corporation	1.3:1	1.2:1	-	-	-
Combined insurance companies	18.4:1	47.8:1	22.2:1	23.2:1	22.1:1

(1) The loss ratio is the ratio, expressed as a percentage, of the sum of incurred losses and loss adjustment expenses to net premiums earned. The expense ratio is the ratio, expressed as a percentage, of the combined insurance operations underwriting expenses to net premiums written.

## **Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations.**

### **Overview**

Through our subsidiaries Mortgage Guaranty Insurance Corporation (“MGIC”) and MGIC Indemnity Corporation (“MIC”), we are a leading provider of private mortgage insurance in the United States, as measured by \$158.7 billion of primary insurance in force at December 31, 2013. For our rank based on new insurance written in 2013, see Item 1, “Our Products and Services—Sales and Marketing and Competition.”

As used below, “we” and “our” refer to MGIC Investment Corporation’s consolidated operations. In the discussion below, we refer to Fannie Mae and Freddie Mac collectively as the “GSEs.” Also in the discussion below, we classify, in accordance with industry practice, as “full documentation” loans approved by GSE and other automated underwriting systems under “doc waiver” programs that do not require verification of borrower income. For additional information about such loans, see footnote (3) to the composition of primary default inventory table under “Results of Consolidated Operations—Losses—Losses Incurred” below. The discussion of our business in this document generally does not apply to our Australian operations which have historically been immaterial. The results of our operations in Australia are included in the consolidated results disclosed. For additional information about our Australian operations, see our risk factor titled “Our Australian operations may suffer significant losses” in Item 1A of this Report and “Overview—Australia” below.

### *Forward Looking and Other Statements*

As discussed under “Forward Looking Statements and Risk Factors” in Item 1A of Part 1 of this Report, actual results may differ materially from the results contemplated by forward looking statements. We are not undertaking any obligation to update any forward looking statements or other statements we may make in the following discussion or elsewhere in this document even though these statements may be affected by events or circumstances occurring after the forward looking statements or other statements were made. Therefore no reader of this document should rely on these statements being current as of any time other than the time at which this document was filed with the Securities and Exchange Commission.

### *Outlook*

For a number of years, substantially all of the loans we insured have been sold to the GSEs, which have been in conservatorship since late 2008. When the conservatorship will end and what role, if any, the GSEs will play in the secondary mortgage market post-conservatorship will be determined by Congress. The scope of the FHA’s large market presence may also change in connection with the determination of the future of the GSEs. There are also pending regulatory changes that could affect demand for private mortgage insurance; see our risk factor titled “The amount of insurance we write could be adversely affected if the definition of Qualified Residential Mortgage results in a reduced number of low down payment loans available to be insured or if lenders and investors select alternatives to private mortgage insurance.” Furthermore, capital standards for private mortgage insurers are being revised; see “Capital” below. While we strongly believe private mortgage insurance should be an integral part of credit enhancement in a future mortgage market, its role in that market cannot be predicted.

*Capital*

*GSEs*

As mentioned above, substantially all of our insurance written is for loans sold to the GSEs, each of which has mortgage insurer eligibility requirements to maintain the highest level of eligibility. The existing eligibility requirements include a minimum financial strength rating of Aa3/AA-. Because MGIC does not meet such financial strength rating requirements (its financial strength rating from Moody's is Ba3 (with a stable outlook) and from Standard & Poor's is BB (with a positive outlook)), MGIC is currently operating with each GSE as an eligible insurer under a remediation plan. We believe that the GSEs view remediation plans as a continuing process of interaction with a mortgage insurer and MGIC will continue to operate under a remediation plan for the foreseeable future. The GSEs may include new eligibility requirements as part of our current remediation plan. There can be no assurance that MGIC will be able to continue to operate as an eligible mortgage insurer under a remediation plan.

The GSEs previously advised us that, at the direction of their conservator, the Federal Housing Finance Agency ("FHFA"), they will be revising the eligibility requirements for all mortgage insurers and replacing their existing financial strength rating requirements with capital standards (the "GSE Capital Standards"). In early 2014, the FHFA is expected to provide state insurance regulators a draft of the proposed eligibility requirements and to allow the state insurance regulators a comment period of up to six weeks in which to review the eligibility standards on a confidential basis. After considering any changes suggested by the state insurance regulators, the FHFA is expected to release the proposed eligibility requirements for public comment. We have not been informed of the content of the new eligibility requirements, including the GSE Capital Standards, their timeframes for effectiveness, or the length of the public comment period.

We have various alternatives available to improve our existing risk-to-capital position, including contributing additional funds that are on hand today from our holding company to MGIC, entering into additional external reinsurance transactions, seeking approval to write business in MIC and raising additional capital, which could be contributed to MGIC. While there can be no assurance that MGIC would meet the GSE Capital Standards by their effective date, we believe we could implement one or more of these alternatives so that we would continue to be an eligible mortgage insurer after the GSE Capital Standards are fully effective. If MGIC (or MIC, under certain circumstances) ceases to be eligible to insure loans purchased by one or both of the GSEs, it would significantly reduce the volume of our new business writings.

### State Regulations

The insurance laws of 16 jurisdictions, including Wisconsin, our domiciliary state, require a mortgage insurer to maintain a minimum amount of statutory capital relative to the risk in force (or a similar measure) in order for the mortgage insurer to continue to write new business. We refer to these requirements as the “State Capital Requirements” and, together with the GSE Capital Standards, the “Capital Requirements.” While they vary among jurisdictions, the most common State Capital Requirements allow for a maximum risk-to-capital ratio of 25 to 1. A risk-to-capital ratio will increase if the percentage decrease in capital exceeds the percentage decrease in insured risk. Therefore, as capital decreases, the same dollar decrease in capital will cause a greater percentage decrease in capital and a greater increase in the risk-to-capital ratio. Wisconsin does not regulate capital by using a risk-to-capital measure but instead requires a minimum policyholder position (“MPP”). The “policyholder position” of a mortgage insurer is its net worth or surplus, contingency reserve and a portion of the reserves for unearned premiums.

During part of 2012 and 2013, MGIC’s risk-to-capital ratio exceeded 25 to 1. In March 2013, our holding company issued additional equity and convertible debt securities and transferred \$800 million to increase MGIC’s capital. In April 2013, we entered into a quota share reinsurance transaction with a group of unaffiliated reinsurers. That transaction applies to new insurance written between April 1, 2013 and December 31, 2015 (with certain exclusions). In December 2013, we entered into an Addendum to the quota share transaction that applies to certain insurance written before April 1, 2013. Although the quota share transaction was approved by the GSEs, it is possible that under the GSE Capital Standards, discussed above, and/or the revised State Capital Requirements discussed below, MGIC will not be allowed full credit for the risk ceded to the reinsurers under the transaction. If MGIC is disallowed full credit, MGIC may terminate the transaction, without penalty, when such disallowance becomes effective. At December 31, 2013, MGIC’s risk-to-capital ratio was 15.8 to 1, below the maximum allowed by the jurisdictions with State Capital Requirements, and its policyholder position was \$454 million above the required MPP of \$1.0 billion. Excluding the effects of the Addendum, MGIC’s preliminary risk-to-capital would have been 19.2 to 1. At this time, we expect MGIC to continue to comply with the current State Capital Requirements, although we cannot assure you of such compliance.

In November 2013, the National Association of Insurance Commissioners (“NAIC”) presented for discussion proposed changes to its Mortgage Guaranty Insurance Model Act. In connection with that, the NAIC announced that it plans to revise the minimum capital and surplus requirements for mortgage insurers, although it has not established a date by which it must make proposals to revise such requirements. Depending on the scope of the revisions made by the NAIC, MGIC may be prevented from writing new business in the jurisdictions adopting such proposals.

## Qualified Residential Mortgages

The financial reform legislation that was passed in July 2010 (the “Dodd-Frank Act” or “Dodd-Frank”) requires lenders to consider a borrower’s ability to repay a home loan before extending credit. The Consumer Financial Protection Bureau (“CFPB”) rule defining “Qualified Mortgage” (“QM”) for purposes of implementing the “ability to repay” law became effective in January 2014. There is a temporary category of QMs for mortgages that satisfy the general product feature requirements of QMs and meet the GSEs’ underwriting requirements (the “temporary category”). The temporary category will phase out when the GSEs’ conservatorship ends, or if sooner, after seven years. In May 2013, the FHFA directed the GSEs to limit their mortgage acquisitions to loans that meet the requirements of a QM, including those that meet the temporary category, and loans that are exempt from the “ability to repay” requirements. We may insure loans that do not qualify as QMs, however, we are unsure the extent to which lenders will make non-QM loans because they will not be entitled to the presumptions about compliance with the “ability to repay” requirements that the law allows lenders with respect to QM loans. We are also unsure whether lenders will purchase private mortgage insurance for loans that cannot be sold to the GSEs.

In September 2013, the U.S. Department of Housing and Urban Development (“HUD”) proposed a definition of QM that will apply to loans the Federal Housing Administration (“FHA”) insures. HUD’s QM definition is less restrictive than the CFPB’s definition in certain respects, including that (i) it has no limit on the debt-to-income ratio of a borrower, and (ii) it allows the lender certain presumptions about compliance with the “ability to repay” requirements on higher priced loans. It is possible that lenders will prefer FHA-insured loans to loans insured by private mortgage insurance as a result of the FHA’s less restrictive QM definition.

Given the credit characteristics presented to us, we estimate that approximately 87% of our new risk written in 2013 was for loans that would have met the CFPB’s general QM definition. We estimate that approximately 99% of our new risk written in 2013 was for loans that would have met the CFPB’s QM definition, when giving effect to the temporary category. In making these estimates, we have not considered the limitation on points and fees because the information is not available to us. We do not believe such limitation would materially affect the percentage of our new risk written meeting the QM definitions.

The Dodd-Frank Act requires a securitizer to retain at least 5% of the risk associated with mortgage loans that are securitized, and in some cases the retained risk may be allocated between the securitizer and the lender that originated the loan. This risk retention requirement does not apply to mortgage loans that are Qualified Residential Mortgages (“QRMs”) or that are insured by the FHA or another federal agency. In 2011, federal regulators released a proposed risk retention rule that included a definition of QRM. In response to public comments regarding the proposed rule, federal regulators issued a revised proposed rule in August 2013. The revised proposed rule generally defines QRM as a mortgage meeting the requirements of a QM. The regulators also proposed an alternative QRM definition (“QM-plus”) which utilizes certain QM criteria but also includes a maximum loan-to-value ratio (“LTV”) of 70%. Neither of the revised definitions of QRM considers the use of mortgage insurance. While substantially all of our new risk written in 2013 was on loans that met the QM definition (and, therefore, the proposed general QRM definition), none of our new insurance written met the QM-plus definition. The public comment period for the revised proposed rule expired in October 2013. The final timing of the adoption of any risk retention regulation and the definition of QRM remains uncertain. Because of the capital support provided by the U.S. Government, the GSEs satisfy the Dodd-Frank risk-retention requirements while they are in conservatorship. Therefore, lenders that originate loans that are sold to the GSEs while they are in conservatorship would not be required to retain risk associated with those loans.

The amount of new insurance that we write may be materially adversely affected depending on, among other things, (a) the final definition of QRM and its LTV requirements and (b) whether lenders choose mortgage insurance for non-QRM loans. In addition, changes in the final regulations regarding treatment of GSE-guaranteed mortgage loans, or changes in the conservatorship or capital support provided to the GSEs by the U.S. Government, could impact the manner in which the risk-retention rules apply to GSE securitizations, originators who sell loans to GSEs and our business. For other factors that could decrease the demand for mortgage insurance, see our risk factor titled “If the volume of low down payment home mortgage originations declines, the amount of insurance that we write could decline, which would reduce our revenues” in Item 1A.

### *GSE Reform*

The FHFA is the conservator of the GSEs and has the authority to control and direct their operations. The increased role that the federal government has assumed in the residential mortgage market through the GSE conservatorship may increase the likelihood that the business practices of the GSEs change in ways that have a material adverse effect on us. In addition, these factors may increase the likelihood that the charters of the GSEs are changed by new federal legislation. The Dodd-Frank Act required the U.S. Department of the Treasury to report its recommendations regarding options for ending the conservatorship of the GSEs. This report was released in February 2011 and while it does not provide any definitive timeline for GSE reform, it does recommend using a combination of federal housing policy changes to wind down the GSEs, shrink the government’s footprint in housing finance (including FHA insurance), and help bring private capital back to the mortgage market. Since then, Members of Congress introduced several bills intended to scale back the GSEs, however, no legislation has been enacted. As a result of the matters referred to above, it is uncertain what role the GSEs, FHA and private capital, including private mortgage insurance, will play in the domestic residential housing finance system in the future or the impact of any such changes on our business. In addition, the timing of the impact of any resulting changes on our business is uncertain. Most meaningful changes would require Congressional action to implement and it is difficult to estimate when Congressional action would be final and how long any associated phase-in period may last.

For additional information about the business practices of the GSEs, see our risk factor titled “Changes in the business practices of the GSEs, federal legislation that changes their charters or a restructuring of the GSEs could reduce our revenues or increase our losses” in Item 1A.

*Loan Modification and Other Similar Programs*

Beginning in the fourth quarter of 2008, the federal government, including through the Federal Deposit Insurance Corporation and the GSEs, and several lenders have adopted programs to modify loans to make them more affordable to borrowers with the goal of reducing the number of foreclosures. During 2011, 2012 and 2013, we were notified of modifications that cured delinquencies that had they become paid claims would have resulted in approximately \$1.8 billion, \$1.2 billion and \$1.0 billion, respectively, of estimated claim payments. As noted below, we cannot predict with a high degree of confidence what the ultimate re-default rate on these modifications will be. Although the recent re-default rate has been lower, for internal reporting and planning purposes, we assume approximately 50% of these modifications will ultimately re-default, and those re-defaults may result in future claim payments. Because modifications cure the defaults with respect to the previously defaulted loans, our loss reserves do not account for potential re-defaults unless at the time the reserve is established, the re-default has already occurred. Based on information that is provided to us, most of the modifications resulted in reduced payments from interest rate and/or amortization period adjustments; from 2011 through 2013, approximately 7% resulted in principal forgiveness.

One loan modification program is the Home Affordable Modification Program (“HAMP”). Some of HAMP’s eligibility criteria relate to the borrower’s current income and non-mortgage debt payments. Because the GSEs and servicers do not share such information with us, we cannot determine with certainty the number of loans in our delinquent inventory that are eligible to participate in HAMP. We believe that it could take several months from the time a borrower has made all of the payments during HAMP’s three month “trial modification” period for the loan to be reported to us as a cured delinquency. We rely on information provided to us by the GSEs and servicers. We do not receive all of the information from such sources that is required to determine with certainty the number of loans that are participating in, or have successfully completed, HAMP. We are aware of approximately 7,600 loans in our primary delinquent inventory at December 31, 2013 for which the HAMP trial period has begun and which trial periods have not been reported to us as completed or cancelled. Through December 31, 2013 approximately 52,700 delinquent primary loans have cured their delinquency after entering HAMP and are not in default. In each of 2012 and 2013, approximately 17% of our primary cures were the result of a modification, with HAMP accounting for approximately 70% of those modifications in 2012 and 68% in 2013. Although the HAMP program has been extended through 2015, we believe that we have realized the majority of the benefits from HAMP because the number of loans insured by us that we are aware are entering HAMP trial modification periods has decreased significantly since 2010.

In 2009, the GSEs began offering the Home Affordable Refinance Program (“HARP”). HARP, which has been extended through 2015, allows borrowers who are not delinquent but who may not otherwise be able to refinance their loans under the current GSE underwriting standards, to refinance their loans. We allow the HARP refinances on loans that we insure, regardless of whether the loan meets our current underwriting standards, and we account for the refinance as a loan modification (even where there is a new lender) rather than new insurance written. To incent lenders to allow more current borrowers to refinance their loans, in October 2011, the GSEs and their regulator, FHFA, announced an expansion of HARP. The expansion includes, among other changes, releasing certain representations in certain circumstances benefitting the GSEs. We have agreed to allow these additional HARP refinances, including releasing the insured in certain circumstances from certain rescission rights we would have under our policy. While an expansion of HARP may result in fewer delinquent loans and claims in the future, our ability to rescind coverage will be limited in certain circumstances. We are unable to predict what net impact these changes may have on our incurred or paid losses. Approximately 15% of our primary insurance in force has benefitted from HARP and is still in force.

The effect on us of loan modifications depends on how many modified loans subsequently re-default, which in turn can be affected by changes in housing values. Re-defaults can result in losses for us that could be greater than we would have paid had the loan not been modified. At this point, we cannot predict with a high degree of confidence what the ultimate re-default rate will be. In addition, because we do not have information in our database for all of the parameters used to determine which loans are eligible for modification programs, our estimates of the number of loans qualifying for modification programs are inherently uncertain. If legislation is enacted to permit a portion of a borrower's mortgage loan balance to be reduced in bankruptcy and if the borrower re-defaults after such reduction, then the amount we would be responsible to cover would be calculated after adding back the reduction. Unless a lender has obtained our prior approval, if a borrower's mortgage loan balance is reduced outside the bankruptcy context, including in association with a loan modification, and if the borrower re-defaults after such reduction, then under the terms of our policy the amount we would be responsible to cover would be calculated net of the reduction.

As shown in the following table, as of December 31, 2013 approximately 27% of our primary risk in force has been modified.

Policy Year	HAMP Modifications	Other Modifications	HARP (1) Modifications
2003 and Prior	9.2%	9.8%	7.9%
2004	9.7%	8.9%	12.6%
2005	11.6%	9.6%	16.9%
2006	14.1%	10.6%	20.2%
2007	15.2%	6.7%	28.6%
2008	8.9%	3.0%	42.2%
2009	0.5%	0.4%	16.3%
2010 - 2013	0.0%	0.0%	0.0%
Total	7.3%	4.4%	15.3%

(1) Includes proprietary programs that are substantially the same as HARP

As of December 31, 2013 based on loan count, the loans associated with 98.5% of all HARP modifications, 75.6% of HAMP modifications and 66.4% of other modifications were current.

Eligibility under certain loan modification programs can also adversely affect us by creating an incentive for borrowers who are able to make their mortgage payments to become delinquent in an attempt to obtain the benefits of a modification. New notices of delinquency increase our incurred losses.

Over the past several years, the average time it takes to receive a claim associated with a defaulted loan has increased. This is, in part, due to new loss mitigation protocols established by servicers and to changes in some state foreclosure laws that may include, for example, a requirement for additional review and/or mediation processes. Unless a loan is cured during a foreclosure delay, at the completion of the foreclosure, additional interest and expenses may be due to the lender from the borrower. In some circumstances, our paid claim amount may include some additional interest and expenses.

### *Factors Affecting Our Results*

Our results of operations are affected by:

- Premiums written and earned

Premiums written and earned in a year are influenced by:

- New insurance written, which increases insurance in force, and is the aggregate principal amount of the mortgages that are insured during a period. Many factors affect new insurance written, including the volume of low down payment home mortgage originations and competition to provide credit enhancement on those mortgages, including competition from the FHA, other mortgage insurers, GSE programs that may reduce or eliminate the demand for mortgage insurance and other alternatives to mortgage insurance. New insurance written does not include loans previously insured by us which are modified, such as loans modified under HARP.
- Cancellations, which reduce insurance in force. Cancellations due to refinancings are affected by the level of current mortgage interest rates compared to the mortgage coupon rates throughout the in force book. Refinancings are also affected by current home values compared to values when the loans in the in force book became insured and the terms on which mortgage credit is available. Cancellations also include rescissions, which require us to return any premiums received related to the rescinded policy, and policies cancelled due to claim payment, which require us to return any premium received from the date of default. Finally, cancellations are affected by home price appreciation, which can give homeowners the right to cancel the mortgage insurance on their loans.
- Premium rates, which are affected by the risk characteristics of the loans insured and the percentage of coverage on the loans.
- Premiums ceded under risk sharing arrangements. See Note 11 – “Reinsurance” to our consolidated financial statements in Item 8 for a discussion of our new quota share agreement, under which premiums are ceded net of a profit commission.

Premiums are generated by the insurance that is in force during all or a portion of the period. A change in the average insurance in force in the current period compared to an earlier period is a factor that will increase (when the average in force is higher) or reduce (when it is lower) premiums written and earned in the current period, although this effect may be enhanced (or mitigated) by differences in the average premium rate between the two periods as well as by premiums that are returned or expected to be returned in connection with claim payments and rescissions, and premiums ceded under risk sharing arrangements. Also, new insurance written and cancellations during a period will generally have a greater effect on premiums written and earned in subsequent periods than in the period in which these events occur.

- Investment income

Our investment portfolio is comprised almost entirely of investment grade fixed income securities. The principal factors that influence investment income are the size of the portfolio and its yield. As measured by amortized cost (which excludes changes in fair market value, such as from changes in interest rates), the size of the investment portfolio is mainly a function of cash generated from (or used in) operations, such as net premiums received, investment earnings, net claim payments and expenses, less cash provided by (or used for) non-operating activities, such as debt or stock issuances or repurchases or dividend payments. Realized gains and losses are a function of the difference between the amount received on the sale of a security and the security's amortized cost, as well as any "other than temporary" impairments recognized in earnings. The amount received on the sale of fixed income securities is affected by the coupon rate of the security compared to the yield of comparable securities at the time of sale.

- Losses incurred

Losses incurred are the current expense that reflects estimated payments that will ultimately be made as a result of delinquencies on insured loans. As explained under "Critical Accounting Policies" below, except in the case of a premium deficiency reserve, we recognize an estimate of this expense only for delinquent loans. Losses incurred are generally affected by:

- The state of the economy, including unemployment and housing values, each of which affects the likelihood that loans will become delinquent and whether loans that are delinquent cure their delinquency. The level of new delinquencies has historically followed a seasonal pattern, with new delinquencies in the first part of the year lower than new delinquencies in the latter part of the year, though this pattern can be affected by the state of the economy and local housing markets.
- The product mix of the in force book, with loans having higher risk characteristics generally resulting in higher delinquencies and claims.
- The size of loans insured, with higher average loan amounts tending to increase losses incurred.

- The percentage of coverage on insured loans, with deeper average coverage tending to increase incurred losses.
- Changes in housing values, which affect our ability to mitigate our losses through sales of properties with delinquent mortgages as well as borrower willingness to continue to make mortgage payments when the value of the home is below the mortgage balance.
- The rate at which we rescind policies. Our estimated loss reserves reflect mitigation from rescissions of policies and denials of claims. We collectively refer to such rescissions and denials as “rescissions” and variations of this term.
- The distribution of claims over the life of a book. Historically, the first few years after loans are originated are a period of relatively low claims, with claims increasing substantially for several years subsequent and then declining, although persistency (percentage of insurance remaining in force from one year prior), the condition of the economy, including unemployment and housing prices, and other factors can affect this pattern. For example, a weak economy or housing price declines can lead to claims from older books increasing, continuing at stable levels or experiencing a lower rate of decline. See further information under “Mortgage Insurance Earnings and Cash Flow Cycle” below.
- Losses ceded under risk sharing arrangements. See Note 11 – “Reinsurance” to our consolidated financial statements in Item 8 for a discussion of our risk sharing arrangements.
- Changes in premium deficiency reserve

Each quarter, we re-estimate the premium deficiency reserve on the remaining Wall Street bulk insurance in force. The premium deficiency reserve primarily changes from quarter to quarter as a result of two factors. First, it changes as the actual premiums, losses and expenses that were previously estimated are recognized. Each period such items are reflected in our financial statements as earned premium, losses incurred and expenses. The difference between the amount and timing of actual earned premiums, losses incurred and expenses and our previous estimates used to establish the premium deficiency reserve has an effect (either positive or negative) on that period’s results. Second, the premium deficiency reserve changes as our assumptions relating to the present value of expected future premiums, losses and expenses on the remaining Wall Street bulk insurance in force change. Changes to these assumptions also have an effect on that period’s results.

- Underwriting and other expenses

The majority of our operating expenses are fixed, with some variability due to contract underwriting volume. Contract underwriting generates fee income included in “Other revenue.” Underwriting and other expenses are net of any ceding commission associated with our risk sharing arrangements. See Note 11 – “Reinsurance” to our consolidated financial statements in Item 8 for a discussion of our risk sharing arrangements.

- Interest expense

Interest expense reflects the interest associated with our outstanding debt obligations. The principal amount of our long-term debt obligations at December 31, 2013 is comprised of \$82.9 million of 5.375% Senior Notes due in November 2015, \$345 million of 5% Convertible Senior Notes due in 2017, \$500 million of 2% Convertible Senior Notes due in 2020 and \$389.5 million of 9% Convertible Junior Subordinated Debentures due in 2063 (interest on these debentures accrues and compounds even if we defer the payment of interest), as discussed in Note 8 – “Debt” to our consolidated financial statements in Item 8 and under “Liquidity and Capital Resources” below.

#### *Mortgage Insurance Earnings and Cash Flow Cycle*

In our industry, a “book” is the group of loans insured in a particular calendar year. In general, the majority of any underwriting profit (premium revenue minus losses) that a book generates occurs in the early years of the book, with the largest portion of any underwriting profit realized in the first year following the year the book was written. Subsequent years of a book generally result in modest underwriting profit or underwriting losses. This pattern of results typically occurs because relatively few of the claims that a book will ultimately experience typically occur in the first few years of the book, when premium revenue is highest, while subsequent years are affected by declining premium revenues, as the number of insured loans decreases (primarily due to loan prepayments), and increasing losses.

#### *Australia*

We began international operations in Australia, where we started to write business in June 2007. Since 2008, we are no longer writing new business in Australia and we have reduced our headcount. In December 2013, our Australian subsidiary liquidated a portion of its investment portfolio and repatriated, with regulatory approval, \$89.5 million to its parent MGIC. At December 31, 2013 the equity value in our Australian operations was approximately \$46 million and our risk in force in Australia was approximately \$480 million. In Australia, mortgage insurance is a single premium product that covers the entire loan balance. As a result, our Australian risk in force represents the entire amount of the loans that we have insured. However, the mortgage insurance we provide only covers the unpaid loan balance after the sale of the underlying property.

## Summary of 2013 Results

Our results of operations for 2013 were principally affected by the factors referred to below.

- Net premiums written and earned

Net premiums written and earned during 2013 decreased when compared to 2012. The decrease was due to our lower average insurance in force as well as an increase in premiums ceded under risk sharing arrangements.

- Investment income

Investment income in 2013 was lower when compared to 2012. The decrease was driven by the realized gains taken in prior years. These gains captured income in those years that would have otherwise been earned over several years.

- Realized gains (losses) and other-than-temporary impairments

Net realized gains for 2013 included \$6.1 million in net realized gains on the sale of fixed income investments, slightly offset by \$0.3 million in other-than-temporary (“OTTI”) losses. Net realized gains for 2012 included \$197.7 million in net realized gains on the sale of fixed income investments, slightly offset by \$2.3 million in OTTI losses. At December 31, 2013, the net unrealized losses in our investment portfolio were \$84.6 million, which included \$101.4 million of gross unrealized losses, partially offset by \$16.8 million of gross unrealized gains.

- Other revenue

Other revenue for 2013 decreased compared to 2012 primarily due to a decrease in gains on the repurchase of Senior Notes. We recognized gains of \$17.8 million on repurchases in 2012.

- Losses incurred

Losses incurred for 2013 decreased compared to 2012 primarily due to a decrease in the number of new default notices received, net of cures, as well as a decrease in the estimated claim rate on recently reported delinquencies. Losses incurred in 2012 included a one-time charge of \$267.5 million which was recorded to reflect the settlement of the Freddie Mac pool dispute and an increase to loss reserve estimates of approximately \$100 million to reflect the estimated cost of rescission settlement agreements.

- Change in premium deficiency reserve

During 2013 the premium deficiency reserve on Wall Street bulk transactions declined by \$26 million to \$48 million as of December 31, 2013. The decrease in the premium deficiency reserve represents the net result of actual premiums, losses and expenses as well as a change in net assumptions for the period. The change in net assumptions for 2013 is primarily related to higher estimated ultimate premiums. The premium deficiency reserve as of December 31, 2013 reflects the present value of expected future losses and expenses that exceeds the present value of expected future premiums and already established loss reserves.

- Underwriting and other expenses

Underwriting and other expenses for 2013 decreased when compared to 2012. The decrease primarily reflects our reduction in headcount, lower contract underwriting remedy costs, and an increase in ceding commission related to our risk sharing arrangements.

- Interest expense

Interest expense for 2013 decreased when compared to 2012. The decrease is primarily related to a decrease in amortization of the discount on our junior debentures. The discount on the debentures was fully amortized as of March 31, 2013. This decrease to interest expense was somewhat offset by the interest expense associated with the Convertible Senior Notes we issued in March 2013.

- Income taxes

The effective tax rate provision on our pre-tax loss was 8.0% in 2013, compared to the effective tax rate benefit of (0.2%) in 2012. During those periods, the benefit from income taxes was eliminated or reduced by the recognition of a valuation allowance.

## Results of Consolidated Operations

### *New insurance written*

The amount of our primary new insurance written during the years ended December 31, 2013, 2012 and 2011 was as follows:

	<u>2013</u>	<u>2012</u>	<u>2011</u>
Total Primary NIW (In billions)	\$ 29.8	\$ 24.1	\$ 14.2
Refinance volume as a % of primary NIW	26%	36%	29%

The increase in new insurance written in each of 2013 and 2012, compared to the respective prior year, was partially due to larger origination volume as well as an increase in the private mortgage insurance industry's market share. Our industry continues to regain market share from the FHA but the pace of that recovery is slower than we expected given the continued differences in underwriting guidelines, loan level price adjustments by the GSEs and the secondary market benefits associated with government insured loans versus loans insured by the private sector.

The FHA substantially increased its market share beginning in 2008, and beginning in 2011, that market share began to gradually decline. We believe that the FHA's market share increased, in part, because private mortgage insurers tightened their underwriting guidelines (which led to increased utilization of the FHA's programs) and because of increases in the amount of loan level delivery fees that the GSEs assess on loans (which result in higher costs to borrowers). In addition, federal legislation and programs provided the FHA with greater flexibility in establishing new products and increased the FHA's competitive position against private mortgage insurers. We believe that the FHA's current premium pricing, when compared to our current credit-tiered premium pricing (and considering the effects of GSE pricing changes), has allowed us to be more competitive with the FHA than in the recent past for loans with high FICO credit scores. We cannot predict, however, the FHA's share of new insurance written in the future due to, among other factors, different loan eligibility terms between the FHA and the GSEs; future increases in guaranty fees charged by the GSEs; changes to the FHA's annual premiums; and the total profitability that may be realized by mortgage lenders from securitizing loans through Ginnie Mae when compared to securitizing loans through Fannie Mae or Freddie Mac. Our level of new insurance written could also be affected by other items, including those noted in our risk factors.

From time to time, in response to market conditions, we change the types of loans that we insure and the requirements under which we insure them. Beginning in 2013, we aligned most of our underwriting requirements with Fannie Mae and Freddie Mac for loans that receive and are processed in accordance with certain approval recommendations from a GSE automated underwriting system, as described in our underwriting requirements. In December 2013, we reduced all of our borrower-paid monthly premium rates and most of our single premium rates subject to regulatory approval and made underwriting changes for loans greater than \$625,500, while expanding the maximum loan amount to \$850,000. In 2013, single premium policies were approximately 10% of our total NIW. During most of 2013, almost all of our single premium rates were above those most commonly used in the market. The percentage of our single premium policies may increase in the future as a result of the reduction in our single premium rates. These changes will reduce our future premium yields. Our underwriting requirements are available on our website at <http://www.mgic.com/underwriting/index.html>. We make exceptions to our underwriting requirements on a loan-by-loan basis and for certain customer programs. Together, the number of loans for which exceptions were made accounted for fewer than 2% of the loans we insured in 2012 and 2013.

During the second quarter of 2012, we began writing a portion of our new insurance under an endorsement to our master policy (the "Gold Cert Endorsement"). Our Gold Cert Endorsement limits our right to rescind coverage under certain circumstances. As of December 31, 2013, less than 15% of our flow, primary insurance in force was written under our Gold Cert Endorsement. However, approximately 65% of our flow, primary new insurance written in 2013, was written under this endorsement. The Gold Cert Endorsement is filed as Exhibit 99.7 to our quarterly report on Form 10-Q for the quarter ended March 31, 2012 (filed with the SEC on May 10, 2012).

We are in the process of revising our master policy. The new master policy will comply with various requirements the GSEs have communicated to the industry. These requirements contain limitations on rescission rights that, while generally similar, differ from the limitations in our Gold Cert Endorsement. Our new master policy has been approved by the GSEs, however, it remains subject to review and approval by state insurance regulators. The GSEs have stated that in the first quarter of 2014, they will announce a uniform effective date for the new master policies of all mortgage insurers and that the effective date will not be earlier than July 1, 2014.

#### *Cancellations, insurance in force and risk in force*

New insurance written and cancellations of primary insurance in force during the years ended December 31, 2013, 2012 and 2011 were as follows:

	2013	2012	2011
	(In billions)		
NIW	\$ 29.8	\$ 24.1	\$ 14.2
Cancellations	(33.2)	(34.9)	(32.6)
Change in primary insurance in force	<u>\$ (3.4)</u>	<u>\$ (10.8)</u>	<u>\$ (18.4)</u>
Direct primary insurance in force as of December 31,	\$ 158.7	\$ 162.1	\$ 172.9
Direct primary risk in force as of December 31,	\$ 41.1	\$ 41.7	\$ 44.5

Cancellation activity has historically been affected by the level of mortgage interest rates and the level of home price appreciation. Cancellations generally move inversely to the change in the direction of interest rates, although they generally lag a change in direction. Cancellations also include rescissions and policies cancelled due to claim payment. During 2011-2013, cancellations due to claim payments have comprised a significant amount of our cancellations.

Our persistency rate was 79.5% at December 31, 2013 compared to 79.8% at December 31, 2012 and 82.9% at December 31, 2011. Our persistency rate is affected by the level of current mortgage interest rates compared to the mortgage interest rates on our insurance in force, which affects the vulnerability of the insurance in force to refinancing. Due to refinancing, we are currently experiencing lower persistency on our 2009 through 2011 books of business. This has been partially offset by higher persistency rates on our older books of business reflecting the more restrictive credit policies of lenders (which make it more difficult for homeowners to refinance loans), as well as declines in housing values. During the 1990s, our year-end persistency ranged from a high of 87.4% at December 31, 1990 to a low of 68.1% at December 31, 1998. Since 2000, our year-end persistency ranged from a high of 84.7% at December 31, 2009 to a low of 47.1% at December 31, 2003.

### *Bulk transactions*

We ceased writing Wall Street bulk business in the fourth quarter of 2007. In addition, we wrote no new business through the bulk channel since the second quarter of 2008. We expect the volume of any future business written through the bulk channel will be insignificant. Wall Street bulk transactions, as of December 31, 2013, included approximately 63,100 loans with insurance in force of approximately \$9.5 billion and risk in force of approximately \$2.9 billion, which is approximately 77% of our bulk risk in force.

### *Pool insurance*

We are currently not issuing new commitments for pool insurance and expect that the volume of any future pool business will be insignificant.

Our direct pool risk in force was \$1.0 billion (\$0.4 billion on pool policies with aggregate loss limits and \$0.6 billion on pool policies without aggregate loss limits) at December 31, 2013 compared to \$1.3 billion (\$0.4 billion on pool policies with aggregate loss limits and \$0.9 billion on pool policies without aggregate loss limits) at December 31, 2012. If claim payments associated with a specific pool reach the aggregate loss limit the remaining insurance in force within the pool would be cancelled and any remaining defaults under the pool are removed from our default inventory.

### *Net premiums written and earned*

Net premiums written and earned during 2013 decreased when compared to 2012. The decrease was due to our lower average insurance in force as well as an increase in premiums ceded under risk sharing arrangements.

Net premiums written and earned during 2012 decreased when compared to 2011. The decrease was due to our lower average insurance in force as well as an increase in return premium on claims paid, somewhat offset by a decrease in premiums ceded to captives and a decrease in return premium due to a lower amount of rescissions.

We expect our average insurance in force to continue to decline in the first quarter of 2014 because our expected new insurance written levels are not expected to exceed our cancellation activity. We expect our premium yields (net premiums earned, expressed on an annual basis, divided by the average insurance in force) for 2014 to decline significantly from the level experienced during 2013 primarily due to the new quota share reinsurance agreement under which premiums are ceded net of a profit commission as discussed in Note 11 – “Reinsurance” to our consolidated financial statements in Item 8. Under this quota share agreement we will also recognize benefits to our income statement through reductions to losses incurred and other underwriting expenses. Additional external reinsurance transactions are an option to improve our risk-to-capital ratio in light of the capital standards the GSEs are developing; see our Risk Factor titled “We may not continue to meet the GSEs’ mortgage insurer eligibility requirements.” Future external reinsurance or reductions in our premium rates (including the reductions that took effect in December 2013) will reduce our future premium yields.

#### *Risk sharing arrangements*

As discussed in Note 11 – “Reinsurance” to our consolidated financial statements in Item 8, in April 2013, MGIC and several of our competitors reached a settlement with the CFPB to resolve its investigation. As part of the settlement, without admitting or denying any liability, we have agreed that we will not enter into any new captive reinsurance agreement or reinsure any new loans under any existing captive reinsurance agreement for a period of ten years. In accordance with this settlement, all of our active captive arrangements have been placed into run-off. See Note 11 – “Reinsurance” to our consolidated financial statements in Item 8 for a description of these risk sharing arrangements and the related reinsurance recoverable, as well as a description of our new quota share reinsurance agreement effective April 1, 2013 and the Addendum to that quota share agreement in December 2013.

At December 31, 2013, approximately 55% of our insurance in force is subject to risk sharing arrangements, compared to 18% at September 30, 2013 and 10% at December 31, 2012. For the fourth quarter of 2013 approximately 92% of our new insurance written was subject to risk sharing arrangements, compared to 5% in the fourth quarter of 2012.

See our risk factor titled “We are involved in legal proceedings and are subject to the risk of additional legal proceedings in the future” in Item 1A for a discussion of requests or subpoenas for information regarding captive mortgage reinsurance arrangements.

#### *Investment income*

Investment income in each of 2013 and 2012 was lower when compared to the respective prior year due to a decrease in our average invested assets as we continue to meet our claim obligations, and also due in part to the realized gains taken in 2012 and 2011. These realized gains captured income in those years that would have otherwise been earned over several years. The realized gains taken in 2012 and 2011 also drove the investment yield lower. The portfolio’s average pre-tax investment yield was 1.7% at each of December 31, 2013 and 2012. The portfolio’s average pre-tax investment yield was 2.8% at December 31, 2011.

### *Realized gains and other-than-temporary impairments*

Net realized gains for 2013 included \$6.1 million in net realized gains on the sale of fixed income investments, slightly offset by \$0.3 million in other-than-temporary (“OTTI”) losses. Net realized gains for 2012 included \$197.7 million in net realized gains on the sale of fixed income investments, slightly offset by \$2.3 million in OTTI losses. We elected to realize gains during 2012, by selling certain securities, given the favorable market conditions experienced in 2012. We then reinvested the funds taking into account our anticipated future claim payment obligations. At December 31, 2013, the net unrealized losses in our investment portfolio were \$84.6 million, which included \$101.4 million of gross unrealized losses, partially offset by \$16.8 million of gross unrealized gains.

Net realized gains for 2011 included \$143.4 million in net realized gains on the sale of fixed income investments, slightly offset by \$0.7 million in OTTI losses. We elected to realize these gains, by selling certain securities, given the favorable market conditions experienced in 2011.

### *Other revenue*

Other revenue for 2013 decreased compared to 2012 primarily due to a decrease in gains on debt repurchases. During 2013 we repurchased \$17.2 million of our 5.375% Senior Notes due in November 2015 at par value. In 2012, we recognized \$17.8 million of gains on the repurchase of \$70.9 million in par value of our 5.375% Senior Notes due in November 2015.

Other revenue for 2012 decreased, when compared to 2011, due primarily to a decrease in gains recognized on debt repurchases, slightly offset by an increase in contract underwriting fees. We recognized \$27.7 million in gains on the repurchase of \$129.0 million in par value of our 5.375% Senior Notes in 2011.

### *Losses*

As discussed in “Critical Accounting Policies” below and consistent with industry practices, we establish loss reserves for future claims only for loans that are currently delinquent. The terms “delinquent” and “default” are used interchangeably by us. For reporting purposes, we consider a loan in default when it is two or more payments past due. Loss reserves are established based on estimating the number of loans in our default inventory that will result in a claim payment, which is referred to as the claim rate, and further estimating the amount of the claim payment, which is referred to as claim severity. Historically, a substantial majority of borrowers have eventually cured their delinquent loans by making their overdue payments, but this percentage has decreased significantly in recent years.

Estimation of losses is inherently judgmental. The conditions that affect the claim rate and claim severity include the current and future state of the domestic economy, including unemployment and the current and future strength of local housing markets. Current conditions in the housing and mortgage industries make these assumptions more volatile than they would otherwise be. The actual amount of the claim payments may be substantially different than our loss reserve estimates. Our estimates could be adversely affected by several factors, including a deterioration of regional or national economic conditions, including unemployment, leading to a reduction in borrowers' income and thus their ability to make mortgage payments, and a drop in housing values that could result in, among other things, greater losses on loans that have pool insurance, and may affect borrower willingness to continue to make mortgage payments when the value of the home is below the mortgage balance. Our estimates are also affected by any agreements we enter into regarding our claims paying practices, such as the settlement agreements discussed in Note 20 – "Litigation and Contingencies" to our consolidated financial statements in Item 8. Changes to our estimates could result in a material impact to our results of operations, even in a stable economic environment.

#### Losses incurred

Losses incurred for 2013 decreased compared to 2012 primarily due to a decrease in the number of new default notices received, net of cures, as well as a decrease in the estimated claim rate on recently reported delinquencies. Losses incurred in 2012 included a one-time charge of \$267.5 million which was recorded to reflect the settlement of the Freddie Mac pool dispute and an increase to loss reserve estimates of approximately \$100 million to reflect the estimated cost of rescission settlement agreements. The primary default inventory decreased by 36,517 delinquencies in 2013, compared to a decrease of 35,794 in 2012. There was a slight increase in the estimated claim rate in 2013, compared to a larger increase in the estimated claim rate in 2012. There was a slight decrease in the estimated severity in 2013, compared to a larger decrease in the estimated severity in 2012.

In 2013, net losses incurred were \$839 million, comprised of \$899 million of current year loss development partially offset by \$60 million of favorable prior years' loss development. In 2012, net losses incurred were \$2,067 million, comprised of \$1,494 million of current year loss development and \$573 million of unfavorable prior years' loss development. In 2011, net losses incurred were \$1,715 million, comprised of \$1,814 million of current year loss development, offset by \$99 million of favorable prior years' loss development.

Historically, losses incurred have followed a seasonal trend in which the second half of the year has weaker credit performance than the first half, with higher new notice activity and a lower cure rate.

See Note 9 – "Loss Reserves" to our consolidated financial statements in Item 8 and "Critical Accounting Policies" below for a discussion of our losses incurred and claims paying practices.

Information about the composition of the primary insurance default inventory at December 31, 2013, 2012 and 2011 appears in the table below.

	December 31,		
	2013	2012	2011
Total loans delinquent (1)	103,328	139,845	175,639
Percentage of loans delinquent (default rate)	10.76%	13.90%	16.11%
Prime loans delinquent (2)	65,724	90,270	112,403
Percentage of prime loans delinquent(default rate)	7.82%	10.44%	12.20%
A-minus loans delinquent (2)	16,496	20,884	25,989
Percentage of A-minus loans delinquent (default rate)	30.41%	32.92%	35.10%
Subprime credit loans delinquent (2)	6,391	7,668	9,326
Percentage of subprime credit loans delinquent (default rate)	38.70%	40.78%	43.60%
Reduced documentation loans delinquent (3)	14,717	21,023	27,921
Percentage of reduced documentation loans delinquent (default rate)	30.41%	35.23%	37.96%

General Notes: (a) The FICO credit score for a loan with multiple borrowers is the lowest of the borrowers' "decision FICO scores." A borrower's "decision FICO score" is determined as follows: if there are three FICO scores available, the middle FICO score is used; if two FICO scores are available, the lower of the two is used; if only one FICO score is available, it is used.

(b) Servicers continue to pay our premiums for nearly all of the loans in our default inventory, but in some cases, servicers stop paying our premiums. In those cases, even though the loans continue to be included in our default inventory, the applicable loans are removed from our insurance in force and risk in force. Loans where servicers have stopped paying premiums include 5,854 defaults with a risk of \$281 million as of December 31, 2013.

(1) At December 31, 2013, 2012 and 2011 20,955, 25,282 and 30,250 loans in default, respectively, related to Wall Street bulk transactions.

(2) We define prime loans as those having FICO credit scores of 620 or greater, A-minus loans as those having FICO credit scores of 575-619, and subprime credit loans as those having FICO credit scores of less than 575, all as reported to us at the time a commitment to insure is issued. Most A-minus and subprime credit loans were written through the bulk channel. However, we classify all loans without complete documentation as "reduced documentation" loans regardless of FICO score rather than as a prime, "A-minus" or "subprime" loan; in the table above, such loans appear only in the reduced documentation category and they do not appear in any of the other categories.

(3) In accordance with industry practice, loans approved by GSE and other automated underwriting (AU) systems under "doc waiver" programs that do not require verification of borrower income are classified by MGIC as "full documentation." Based in part on information provided by the GSEs, we estimate full documentation loans of this type were approximately 4% of 2007 NIW. Information for other periods is not available. We understand these AU systems grant such doc waivers for loans they judge to have higher credit quality. We also understand that the GSEs terminated their "doc waiver" programs, with respect to new commitments, in the second half of 2008.

The primary and pool loss reserves at December 31, 2013, 2012 and 2011 appear in the table below.

Gross Reserves	December 31,		
	2013	2012	2011
Primary:			
Direct loss reserves (in millions)	\$ 2,834	\$ 3,744	\$ 4,249
Ending default inventory	103,328	139,845	175,639
Average direct reserve per default	\$ 27,425	\$ 26,771	\$ 24,193
Primary claims received inventory included in ending default inventory	6,948	11,731	12,610
Pool (1):			
Direct loss reserves (in millions):			
With aggregate loss limits	\$ 82	\$ 120	\$ 278
Without aggregate loss limits	17	20	21
Reserves related to Freddie Mac settlement (2)	126	167	-
Total pool direct loss reserves	\$ 225	\$ 307	\$ 299
Ending default inventory:			
With aggregate loss limits	5,496	7,243	31,483
Without aggregate loss limits	1,067	1,351	1,488
Total pool ending default inventory	6,563	8,594	32,971
Pool claims received inventory included in ending default inventory	173	304	1,398
Other gross reserves (in millions)	\$ 2	\$ 6	\$ 10

(1) Since a number of our pool policies include aggregate loss limits and/or deductibles, we do not disclose an average direct reserve per default for our pool business.

(2) See our Form 8-K filed with the Securities and Exchange Commission on November 30, 2012 for a discussion of our settlement with Freddie Mac regarding a pool policy.

The primary default inventory and primary loss reserves by region at December 31, 2013, 2012 and 2011 appears in the table below.

#### Losses by Region

##### Primary Default Inventory

Region	2013	2012	2011
Great Lakes	12,049	16,538	22,158
Mid-Atlantic	5,469	6,948	8,058
New England	5,056	6,160	6,913
North Central	11,225	16,367	20,860
Northeast	15,223	17,553	18,385
Pacific	8,313	13,235	18,381
Plains	3,156	4,126	5,462
South Central	11,606	15,418	21,035
Southeast	31,231	43,500	54,387
Total	<u>103,328</u>	<u>139,845</u>	<u>175,639</u>

##### Primary Loss Reserves (In millions)

Region	2013	2012	2011
Great Lakes	\$ 206	\$ 295	\$ 348
Mid-Atlantic	123	178	205
New England	139	144	149
North Central	313	445	454
Northeast	417	371	325
Pacific	360	599	750
Plains	53	69	84
South Central	192	301	413
Southeast	849	1,089	1,198
Total before IBNR and LAE	\$ 2,652	\$ 3,491	\$ 3,926
IBNR and LAE	182	253	323
Total	<u>\$ 2,834</u>	<u>\$ 3,744</u>	<u>\$ 4,249</u>

##### Regions contain the states as follows:

Great Lakes: IN, KY, MI, OH

Mid-Atlantic: DC, DE, MD, VA, WV

New England: CT, MA, ME, NH, RI, VT

North Central: IL, MN, MO, WI

Northeast: NJ, NY, PA

Pacific: CA, HI, NV, OR, WA

Plains: IA, ID, KS, MT, ND, NE, SD, WY

South Central: AK, AZ, CO, LA, NM, OK, TX, UT

Southeast: AL, AR, FL, GA, MS, NC, SC, TN

The primary loss reserves (before IBNR and LAE) at December 31, 2013, 2012 and 2011 separated between our flow and bulk business appears in the table below.

Primary loss reserves  
(In millions)

	2013	2012	2011
Flow	\$ 1,911	\$ 2,586	\$ 2,820
Bulk	741	905	1,106
Total primary reserves	<u>\$ 2,652</u>	<u>\$ 3,491</u>	<u>\$ 3,926</u>

The average claim paid, as shown in the table below, can vary materially from period to period based upon a variety of factors, on both a national and state basis, including the geographic mix, average loan amount and average coverage percentage of loans for which claims are paid.

The primary average claim paid for the top 5 states (based on 2013 paid claims, excluding payments associated with the Countrywide settlement) for the years ended December 31, 2013, 2012 and 2011 appears in the table below.

Primary average claim paid

	2013*	2012	2011
Florida	\$ 53,647	\$ 57,181	\$ 59,216
California	84,862	87,305	85,205
Illinois	47,872	47,615	49,654
Washington	63,616	68,143	64,665
Ohio	31,046	31,491	32,397
All other states	41,709	43,473	45,190
All states	\$ 46,375	\$ 48,722	\$ 49,887

\*Excludes claim payments associated with the implementation of the settlement agreement with Countrywide as discussed in Note 20 - "Litigation and Contingencies" to our consolidated financial statements in Item 8.

The primary average loan size of our insurance in force at December 31, 2013, 2012 and 2011 appears in the table below.

Primary average loan size

	2013	2012	2011
Total insurance in force	\$ 165,310	\$ 161,060	\$ 158,590
Prime (FICO 620 & >)	167,660	162,450	158,870
A-Minus (FICO 575-619)	127,280	128,850	130,700
Subprime (FICO < 575)	118,510	119,630	121,130
Reduced doc (All FICOs)(1)	183,050	188,210	194,060

(1) In this report we classify loans without complete documentation as "reduced documentation" loans regardless of FICO credit score rather than as prime, "A-" or "subprime" loans; in the table above, such loans appear only in the reduced documentation category and they do not appear in any of the other categories.

The primary average loan size of our insurance in force at December 31, 2013, 2012 and 2011 for the top 5 states (based on 2013 paid claims, excluding payments associated with the Countrywide settlement) appears in the table below.

Primary average loan size

	2013	2012	2011
Florida	\$ 172,869	\$ 171,884	\$ 174,439
California	282,660	281,288	284,034
Illinois	154,694	154,158	154,084
Washington	225,023	223,840	223,258
Ohio	124,709	121,493	118,724
All other states	159,630	154,901	151,932

Information about net paid claims during the years ended December 31, 2013, 2012 and 2011 appears in the table below.

Net paid claims (In millions)

	2013	2012	2011
Prime (FICO 620 & >)	\$ 1,163	\$ 1,558	\$ 1,772
A-Minus (FICO 575-619)	179	235	283
Subprime (FICO < 575)	50	65	70
Reduced doc (All FICOs)(1)	219	372	429
Pool (2)	104	334	480
Other (3)	107	5	6
Direct losses paid	1,822	2,569	3,040
Reinsurance	(61)	(90)	(140)
Net losses paid	1,761	2,479	2,900
LAE	36	45	60
Net losses and LAE paid before terminations	1,797	2,524	2,960
Reinsurance terminations	(3)	(6)	(39)
Net losses and LAE paid	\$ 1,794	\$ 2,518	\$ 2,921

(1) In this report we classify loans without complete documentation as "reduced documentation" loans regardless of FICO credit score rather than as prime, "A-" or "subprime" loans; in the table above, such loans appear only in the reduced documentation category and they do not appear in any of the other categories.

(2) 2013 and 2012 include \$41 million and \$100 million, respectively, paid under the terms of our settlement with Freddie Mac as discussed in Note 9 - "Loss Reserves" to our consolidated financial statements in Item 8.

(3) 2013 includes \$105 million associated with the implementation of the Countrywide settlement as discussed in Note 20 - "Litigation and Contingencies" to our consolidated financial statements in Item 8.

Primary claims paid for the top 15 states (based on 2013 paid claims, excluding payments associated with the Countrywide settlement) and all other states for the years ended December 31, 2013, 2012 and 2011 appears in the table below.

## Paid Claims by state (In millions)

	2013*	2012	2011
Florida	\$ 297	\$ 317	\$ 303
California	147	309	357
Illinois	139	144	101
Washington	69	64	74
Ohio	60	70	76
Georgia	58	99	130
Michigan	57	110	138
Arizona	54	122	203
Maryland	51	47	51
Nevada	47	88	134
Pennsylvania	46	38	39
Wisconsin	41	50	46
North Carolina	38	48	40
New Jersey	33	27	27
Minnesota	32	59	65
All other states	442	638	770
	<u>\$ 1,611</u>	<u>\$ 2,230</u>	<u>\$ 2,554</u>
Other (Pool, LAE, Reinsurance and Other)	183	288	367
Net losses and LAE paid	<u>\$ 1,794</u>	<u>\$ 2,518</u>	<u>\$ 2,921</u>

\*In 2013 the claims paid associated with our settlement agreement with Countrywide is included in "Other" above and not in the specific state disclosure.

We believe paid claims will continue to decline in 2014, excluding the expected impact of the remaining Countrywide settlement as discussed in Note 20 – "Litigation and Contingencies" to our consolidated financial statements in Item 8 and in our risk factor titled "We are involved in legal proceedings and are subject to the risk of additional legal proceedings in the future" in Item 1A.

The primary default inventory for the top 15 states (based on 2013 paid claims, excluding payments associated with the Countrywide settlement) at December 31, 2013, 2012 and 2011 appears in the table below.

	2013	2012	2011
Florida	14,685	22,024	27,533
California	3,656	6,201	9,542
Illinois	6,167	9,313	11,420
Washington	1,986	3,053	3,467
Ohio	5,055	6,647	8,357
Georgia	3,515	5,100	6,744
Michigan	3,284	4,808	7,269
Arizona	1,195	2,161	3,809
Maryland	2,791	3,486	3,869
Nevada	1,189	2,053	3,001
Pennsylvania	5,449	6,627	7,155
Wisconsin	2,176	3,086	3,945
North Carolina	2,886	3,956	4,929
New Jersey	4,646	5,303	5,362
Minnesota	1,326	1,937	2,778
All other states	43,322	54,090	66,459
	<u>103,328</u>	<u>139,845</u>	<u>175,639</u>

The primary default inventory at December 31, 2013, 2012 and 2011 separated between our flow and bulk business appears in the table below.

	2013	2012	2011
Flow	77,851	107,497	134,101
Bulk	25,477	32,348	41,538
	<u>103,328</u>	<u>139,845</u>	<u>175,639</u>

The flow default inventory by policy year at December 31, 2013, 2012 and 2011 appears in the table below.

Flow default inventory by policy year

Policy year:	2013	2012	2011
2002 and prior	6,488	9,157	12,006
2003	4,096	5,731	7,403
2004	6,085	8,142	10,116
2005	9,217	12,582	15,594
2006	13,385	18,257	23,078
2007	28,350	40,357	50,664
2008	8,674	11,914	14,247
2009	749	901	800
2010	327	264	168
2011	243	148	25
2012	189	44	-
2013	48	-	-
	<u>77,851</u>	<u>107,497</u>	<u>134,101</u>

Our results of operations continue to be negatively impacted by the mortgage insurance we wrote during 2005 through 2008. Although uncertainty remains with respect to the ultimate losses we may experience on these books of business, as we continue to write new insurance on high-quality mortgages, those books have become a smaller percentage of our total portfolio, and we expect this trend to continue. Our 2005 through 2008 books of business represented approximately 49% of our total primary risk in force at December 31, 2013 compared to approximately 58% at December 31, 2012.

As of December 31, 2013, 38% of our primary risk in force was written subsequent to December 31, 2009, 42% of our primary risk in force was written subsequent to December 31, 2008, and 53% of our primary risk in force was written subsequent to December 31, 2007. On our flow business, the highest claim frequency years have typically been the third and fourth year after the year of loan origination. On our bulk business, the period of highest claims frequency has generally occurred earlier than in the historical pattern on our flow business. However, the pattern of claims frequency can be affected by many factors, including persistency and deteriorating economic conditions. Low persistency can accelerate the period in the life of a book during which the highest claim frequency occurs. Deteriorating economic conditions can result in increasing claims following a period of declining claims.

Premium deficiency

Beginning in 2007, when we stopped writing Wall Street bulk business, we began to separately measure the performance of these transactions and established a premium deficiency reserve related to this business. The premium deficiency reserve reflects the present value of expected future losses and expenses that exceeded the present value of expected future premiums and already established loss reserves. This premium deficiency reserve as of December 31, 2013, 2012 and 2011 was \$48 million, \$74 million and \$135 million, respectively. The discount rate used in the calculation of the premium deficiency reserve at December 31, 2013, 2012 and 2011 was 1.6%, 1.3% and 2.3%, respectively.

See Note 10 – “Premium Deficiency Reserve” to our consolidated financial statements in Item 8 for a discussion of our premium deficiency reserve, as well as under “Critical Accounting Policies” below.

#### *Underwriting and other expenses*

Underwriting and other expenses for 2013 decreased when compared to 2012. The decrease primarily reflects our reduction in headcount, a decrease in contract underwriting remedy costs and an increase in ceding commission related to our risk sharing arrangements.

Underwriting and other expenses for 2012 decreased when compared to 2011. The decrease primarily reflects our reduction in headcount.

#### *Ratios*

The table below presents our GAAP loss, expense and combined ratios for our combined insurance operations for the years ended December 31, 2013, 2012 and 2011.

	<u>2013</u>	<u>2012</u>	<u>2011</u>
Loss ratio	88.9%	200.1%	152.6%
Underwriting expense ratio	18.6%	15.2%	16.0%
Combined ratio	<u>107.5%</u>	<u>215.3%</u>	<u>168.6%</u>

The loss ratio is the ratio, expressed as a percentage, of the sum of incurred losses and loss adjustment expenses to net premiums earned. The loss ratio does not reflect any effects due to premium deficiency. The decrease in the loss ratio in 2013 compared to 2012, was due to a decrease in losses incurred, somewhat offset by a decrease in premiums earned. The underwriting expense ratio is the ratio, expressed as a percentage, of the underwriting expenses of our combined insurance operations (which excludes the cost of non-insurance operations) to net premiums written. The increase in the underwriting expense ratio in 2013 compared to 2012, was due to a decrease in premiums written as well as an increase in underwriting and other expenses of our combined insurance operations. The combined ratio is the sum of the loss ratio and the underwriting expense ratio.

The increase in the loss ratio in 2012, compared to 2011, was due to an increase in losses incurred, as well as a decrease in premiums earned. The decrease in the underwriting expense ratio in 2012, compared to 2011, was due to a decrease in underwriting and other expenses of the combined insurance operations, partially offset by a decrease in premiums written.

### *Interest expense*

Interest expense for 2013 decreased when compared to 2012. The decrease is primarily related to a decrease in amortization of the discount on our junior debentures. The discount on the debentures was fully amortized as of March 31, 2013. This decrease to interest expense was somewhat offset by the interest expense associated with the Convertible Senior Notes we issued in March 2013.

Interest expense for 2012 decreased when compared to 2011. The decrease is primarily due to lower interest on our Senior Notes due to repayments and repurchases, partially offset by an increase in amortization on our junior debentures.

### *Income taxes*

The effective tax rate provision on our pre-tax loss was 8.0% in 2013 compared to the effective tax rate (benefit) provision of (0.2%) and 0.3%, in 2012, and 2011, respectively. During those periods, the benefit from income taxes was eliminated or reduced by the recognition of a valuation allowance.

See Note 14 – “Income Taxes” to our consolidated financial statements in Item 8 for a discussion of our tax position.

### **Financial Condition**

At December 31, 2013 the total fair value of our investment portfolio was \$4.9 billion. In addition, at December 31, 2013 our total assets included approximately \$350 million of cash and cash equivalents as shown on our consolidated balance sheet. At December 31, 2013, based on fair value, virtually all of our fixed income securities were investment grade securities. The percentage of investments rated BBB may increase as we reinvest to achieve higher yields and, in part, due to the reduced availability of highly rated corporate securities. Lower rated investments have greater risk. More than 99% of our fixed income securities are readily marketable. The composition of ratings at December 31, 2013, 2012 and 2011 are shown in the table below.

## Investment Portfolio Ratings

	December 31,		
	2013	2012	2011
AAA	42%	52%	37%
AA	17%	15%	26%
A	27%	22%	27%
BBB	14%	11%	10%
Investment grade	100%	100%	100%
Below investment grade	-	-	-
Total	100%	100%	100%

The ratings above are provided by one or more of: Moody's, Standard & Poor's and Fitch Ratings. If three ratings are available the middle rating is utilized, otherwise the lowest rating is utilized.

Approximately 2% of our investment portfolio, excluding cash and cash equivalents, is guaranteed by financial guarantors. We evaluate the credit risk of securities through analysis of the underlying fundamentals. The extent of our analysis depends on a variety of factors, including the issuer's sector, scale, profitability, debt cover, ratings and the tenor of the investment. At December 31, 2013, less than 1% of our fixed income securities were relying on financial guaranty insurance to elevate their rating.

We primarily place our investments in investment grade securities pursuant to our investment policy guidelines. The policy guidelines also limit the amount of our credit exposure to any one issue, issuer and type of instrument. At December 31, 2013, the modified duration of our fixed income investment portfolio was 3.2 years, which means that an instantaneous parallel shift in the yield curve of 100 basis points would result in a change of 3.2% in the fair value of our fixed income portfolio. For an upward shift in the yield curve, the fair value of our portfolio would decrease and for a downward shift in the yield curve, the fair value would increase. See Note 6 – "Investments" to our consolidated financial statements in Item 8 for additional disclosure surrounding our investment portfolio.

At December 31, 2013, we had outstanding \$82.9 million, 5.375% Senior Notes due in November 2015, with an approximate fair value of \$86 million, \$345 million principal amount of 5% Convertible Senior Notes outstanding due in 2017, with an approximate fair value of \$389 million, \$500 million principal amount of 2% Convertible Senior Notes outstanding due in 2020, with an approximate fair value of \$686 million and \$389.5 million principal amount of 9% Convertible Junior Subordinated Debentures due in 2063 outstanding, with an approximate fair value of \$439 million. See Note 8 – "Debt" to our consolidated financial statements in Item 8 for additional disclosure on our debt.

See Note 14 – “Income Taxes” to our consolidated financial statements in Item 8 for a description of our federal income tax contingencies.

Our principal exposure to loss is our obligation to pay claims under MGIC’s mortgage guaranty insurance policies. At December 31, 2013, MGIC’s direct (before any reinsurance) primary and pool risk in force, which is the unpaid principal balance of insured loans as reflected in our records multiplied by the coverage percentage, and taking account of any loss limit, was approximately \$42.1 billion. In addition, as part of our contract underwriting activities provided through a non-insurance subsidiary, that subsidiary is responsible for the quality of the underwriting decisions in accordance with the terms of the contract underwriting agreements with customers. That subsidiary may be required to provide certain remedies to our customers if certain standards relating to the quality of our underwriting work are not met, and we have an established reserve for such future obligations. Claims for remedies may be made a number of years after the underwriting work was performed. Beginning in the second half of 2009, our subsidiary has experienced an increase in claims for contract underwriting remedies, which continued throughout 2012. The related contract underwriting remedy expense was approximately \$27 million, \$23 million and \$19 million for the years ended December 31, 2012, 2011 and 2010. The underwriting remedy expense for the year ended December 31, 2013 was approximately \$5 million, but may increase in the future.

## **Liquidity and Capital Resources**

### *Overview*

Our sources of funds consist primarily of:

- our investment portfolio (which is discussed in “Financial Condition” above), and interest income on the portfolio,
- premiums, net of risk sharing arrangements, that we will receive from our existing insurance in force as well as policies that we write in the future and
- amounts that we expect to recover from risk sharing arrangements (which is discussed in “Results of Consolidated Operations – Risk sharing arrangements” above).

Our obligations consist primarily of:

- claim payments under MGIC’s mortgage guaranty insurance policies,
- \$83 million of 5.375% Senior Notes due in November 2015,

- \$345 million of 5% Convertible Senior Notes due in 2017,
- \$500 million of 2% Convertible Senior Notes due in 2020,
- \$390 million of 9% Convertible Junior Debentures due in 2063,
- interest on the foregoing debt instruments, and
- the other costs and operating expenses of our business.

Subject to certain limitations and restrictions, holders of each of the convertible debt issues may convert their notes into shares of our common stock at their option prior to certain dates prescribed under the terms of their issuance, in which case our corresponding obligation will be eliminated.

Since 2009, our claim payments have exceeded our premiums received. We expect that this trend will continue. Due to the uncertainty regarding how factors such as new loss mitigation protocols established by servicers and changes in some state foreclosure laws that may include, for example, a requirement for additional review and/or mediation process, will affect our future paid claims it has become even more difficult to estimate the amount and timing of future claim payments. When we experience cash shortfalls, we can fund them through sales of short-term investments and other investment portfolio securities, subject to insurance regulatory requirements regarding the payment of dividends to the extent funds were required by an entity other than the seller. In addition, we align the maturities of our investment portfolio with our estimate of future obligations. A significant portion of our investment portfolio securities are held by our insurance subsidiaries. As long as the trends discussed above continue, we expect to experience significant declines in our investment portfolio.

The following table summarizes our consolidated cash flows from operating, investing and financing activities:

	For the year ended December 31,		
	2013	2012	2011
	(In thousands)		
Total cash (used in) provided by:			
Operating activities	\$ (971,531)	\$ (1,568,600)	\$ (1,883,851)
Investing activities	(854,127)	1,653,533	1,754,217
Financing activities	1,130,725	(53,107)	(178,721)
(Decrease) increase in cash and cash equivalents	<u>\$ (694,933)</u>	<u>\$ 31,826</u>	<u>\$ (308,355)</u>

Cash used in operating activities for 2013 and 2012 was lower, when compared to the prior year, due to a decrease in losses paid, partially offset by a decrease in premiums collected.

Cash used in investing activities for 2013 was higher when compared to 2012 and 2011 due to investment activity related to the proceeds from our concurrent common stock and convertible senior notes offerings in March 2013 discussed in Note 8 – “Debt” and Note 15 – “Shareholders’ Equity” to our consolidated financial statements in Item 8 as well as our election in 2012 and 2011 to realize gains by selling certain securities. The increase in cash provided from financing activities in 2013, compared to 2012 and 2011, was also related to these offerings.

Cash used in financing activities for 2012 was lower compared to 2011, as we made less debt repurchases in 2012 than 2011. In 2012 we repurchased \$70.9 million in par value of our 5.375% Senior Notes due in November 2015 at a cost of \$53.1 million, compared to repurchases of \$129 million in par value of our 5.375% Senior Notes in 2011 at a cost of \$101.3 million. In 2011 we also repaid approximately \$77 million in par value of senior notes that came due.

#### *Debt at Our Holding Company and Holding Company Capital Resources*

See Note 8 – “Debt” and Note 15 – “Shareholders’ Equity” to our consolidated financial statements in Item 8 for information related to our sale of common stock and issuance of convertible senior notes in March 2013.

The senior notes, convertible senior notes and convertible debentures are obligations of MGIC Investment Corporation and not of its subsidiaries. The payment of dividends from our insurance subsidiaries, which other than raising capital in the public markets is the principal source of our holding company cash inflow, is restricted by insurance regulation. MGIC is the principal source of dividend-paying capacity. Since 2008, MGIC has not paid any dividends to our holding company. Through 2014, MGIC cannot pay any dividends to our holding company without approval from the OCI.

At December 31, 2013, we had approximately \$560 million in cash and investments at our holding company.

As of December 31, 2013, our holding company's debt obligations were \$1,317 million in par value consisting of:

- \$83 million in par value of 5.375% Senior Notes due in November 2015, with an annual interest cost of \$5 million;
- \$345 million in par value of 5% Convertible Senior Notes due in 2017, with an annual interest cost of \$17 million;
- \$500 million in par value of 2% Convertible Senior Notes due in 2020, with an annual interest cost of \$10 million; and
- \$390 million in par value of 9% Convertible Junior Debentures due in 2063, with an annual interest cost of \$35 million

See Note 8 – “Debt” to our consolidated financial statements in Item 8 for additional information about this indebtedness, including restrictive covenants in our Senior Notes and our option to defer interest on our Convertible Junior Debentures. Any deferred interest compounds at the stated rate of 9%. The description in Note 8 - “Debt” to our consolidated financial statements in Item 8 is qualified in its entirety by the terms of the notes and debentures. The terms of our Senior Notes are contained in the Officer's Certificate, dated as of October 4, 2005, which specifies the interest rate, maturity date and other terms, and in the Indenture dated as of October 15, 2000, between us and the trustee, included as an exhibit to our Form 8-K filed with the SEC on October 19, 2000 (the “2000 Indenture”). The terms of our 5% Convertible Senior Notes are contained in a Supplemental Indenture, dated as of April 26, 2010, between us and U.S. Bank National Association, as trustee, which is included as an exhibit to our 8-K filed with the SEC on April 30, 2010, and in the 2000 Indenture. The terms of our 2% Convertible Senior Notes are contained in a Second Supplemental Indenture, dated as of March 12, 2013, between us and U.S. Bank National Association, as trustee, and the Indenture dated as of October 15, 2000, between us and the trustee. The terms of our Convertible Junior Debentures are contained in the Indenture dated as of March 28, 2008, between us and U.S. Bank National Association filed as an exhibit to our Form 10-Q filed with the SEC on May 12, 2008.

Our holding company has no other material sources of cash inflows other than investment income. Furthermore, our holding company contributed \$800 million in the first quarter of 2013, \$100 million in December 2012 and \$200 million in December 2011 to support its insurance operations. Any further contributions to our insurance operations or other non-insurance affiliates would further decrease our holding company cash and investments. See discussion of our non-insurance contract underwriting services under “Financial Condition” above and in Note 20 – “Litigation and Contingencies” to our consolidated financial statements in Item 8. We may also contribute funds to our insurance operations in connection with the implementation of revised mortgage insurer capital standards by the GSEs or NAIC. See “Overview – Capital” above for a discussion of these capital standards.

During 2013 we repurchased \$17.2 million of our 5.375% Senior Notes due in November 2015 at par value. In 2012, we repurchased approximately \$70.9 million in par value of our 5.375% Senior Notes due in November 2015, at a cost of \$53.1 million. We recognized \$17.8 million in gains on the 2012 repurchases, which is included in other revenue on the Consolidated Statements of Operations for the year ended December 31, 2012. In addition, in February 2014, we repurchased an additional \$20.9 million in par value of the 5.375% Senior Notes at a cost slightly above par. We may from time to time continue to seek to acquire our debt obligations through cash purchases and/or exchanges for other securities. We may do this in open market purchases, privately negotiated acquisitions or other transactions. The amounts involved may be material.

#### *Risk-to-Capital*

We compute our risk-to-capital ratio on a separate company statutory basis, as well as for our combined insurance operations. The risk-to-capital ratio is our net risk in force divided by our policyholders' position. Our net risk in force includes both primary and pool risk in force, and excludes risk on policies that are currently in default and for which loss reserves have been established. The risk amount includes pools of loans or bulk deals with contractual aggregate loss limits and in some cases without these limits. Policyholders' position consists primarily of statutory policyholders' surplus (which increases as a result of statutory net income and decreases as a result of statutory net loss and dividends paid), plus the statutory contingency reserve. The statutory contingency reserve is reported as a liability on the statutory balance sheet. A mortgage insurance company is required to make annual contributions to the contingency reserve of approximately 50% of net earned premiums. These contributions must generally be maintained for a period of ten years. However, with regulatory approval a mortgage insurance company may make early withdrawals from the contingency reserve when incurred losses exceed 35% of net earned premium in a calendar year.

The premium deficiency reserve discussed in Note 10 – "Premium Deficiency Reserve" to our consolidated financial statements in Item 8 is not recorded as a liability on the statutory balance sheet and is not a component of statutory net income. The present value of expected future premiums and already established loss reserves and statutory contingency reserves, exceeds the present value of expected future losses and expenses on our total in force book, so no deficiency is recorded on a statutory basis. On a GAAP basis, contingency loss reserves are not established and thus not considered when calculating premium deficiency reserve and policies are grouped based on how they are acquired, serviced and measured.

MGIC's separate company risk-to-capital calculation appears in the table below.

	December 31,	
	2013	2012
	(In millions, except ratio)	
Risk in force - net (1)	\$ 24,054	\$ 30,802
Statutory policyholders' surplus	\$ 1,521	\$ 689
Statutory contingency reserve	-	-
Statutory policyholders' position	\$ 1,521	\$ 689
Risk-to-capital	15.8:1	44.7:1

(1) Risk in force – net, as shown in the table above, is net of reinsurance and exposure on policies currently in default and for which loss reserves have been established.

Our combined insurance companies' risk-to-capital calculation appears in the table below.

	December 31,	
	2013	2012
	(In millions, except ratio)	
Risk in force - net (1)	\$ 29,468	\$ 36,113
Statutory policyholders' surplus	\$ 1,584	\$ 749
Statutory contingency reserve	19	6
Statutory policyholders' position	\$ 1,603	\$ 755
Risk-to-capital	18.4:1	47.8:1

(1) Risk in force – net, as shown in the table above, is net of reinsurance and exposure on policies currently in default (\$4.7 billion at December 31, 2013 and \$6.5 billion at December 31, 2012) and for which loss reserves have been established.

Statutory policyholders' position increased in 2013, due to an \$800 million capital contribution to MGIC from part of the proceeds from our March 2013 sale of common stock and issuance of convertible senior notes. Our risk in force, net of reinsurance, decreased in 2013, due to the Addendum to our quota share reinsurance agreement discussed in Note 1 – "Nature of Business – Capital" and Note 11 – "Reinsurance" to our consolidated financial statements in Item 8. Our risk-to-capital ratio will increase if the percentage decrease in capital exceeds the percentage decrease in insured risk. Therefore, as capital decreases, the same dollar decrease in capital will cause a greater percentage decrease in capital and a greater increase in the risk-to-capital ratio.

For additional information regarding regulatory capital see Note 1 – "Nature of Business – Capital" to our consolidated financial statements in Item 8 as well as our risk factor titled "Capital requirements may prevent us from continuing to write new insurance on an uninterrupted basis" in Item 1A.

#### Financial Strength Ratings

The financial strength of MGIC, our principal mortgage insurance subsidiary, is rated Ba3 by Moody's Investors Service with a stable outlook. Standard & Poor's Rating Services' insurer financial strength rating of MGIC is BB with a positive outlook. For further information about the importance of MGIC's ratings, see our risk factor titled "We may not continue to meet the GSEs' mortgage insurer eligibility requirements" and "Competition or changes in our relationships with our customers could reduce our revenues or increase our losses" in Item 1A.

#### Contractual Obligations

At December 31, 2013, the approximate future payments under our contractual obligations of the type described in the table below are as follows:

Contractual Obligations (In millions):	Payments due by period				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
Long-term debt obligations	\$ 3,187	\$ 67	\$ 212	\$ 444	\$ 2,464
Operating lease obligations	3	1	1	1	-
Tax obligations	18	-	-	18	-
Purchase obligations	3	2	1	-	-
Pension, SERP and other post-retirement benefit plans	182	13	29	33	107
Other long-term liabilities	3,061	1,592	1,255	214	-
<b>Total</b>	<b>\$ 6,454</b>	<b>\$ 1,675</b>	<b>\$ 1,498</b>	<b>\$ 710</b>	<b>\$ 2,571</b>

Our long-term debt obligations at December 31, 2013 include, \$82.9 million of 5.375% Senior Notes due in November 2015, \$345.0 million of 5% Convertible Senior Notes due in 2017, \$500 million 2% Convertible Senior Notes due in 2020 and \$389.5 million in convertible debentures due in 2063, including related interest, as discussed in Note 8 – “Debt” to our consolidated financial statements in Item 8 and under “Liquidity and Capital Resources” above. Our operating lease obligations include operating leases on certain office space, data processing equipment and autos, as discussed in Note 19 – “Leases” to our consolidated financial statements in Item 8. Tax obligations consist primarily of amounts related to our current dispute with the IRS, as discussed in Note 14 – “Income Taxes” to our consolidated financial statements in Item 8. Purchase obligations consist primarily of agreements to purchase data processing hardware or services made in the normal course of business. See Note 13 - “Benefit Plans” to our consolidated financial statements in Item 8 for discussion of expected benefit payments under our benefit plans.

Our other long-term liabilities represent the loss reserves established to recognize the liability for losses and loss adjustment expenses related to defaults on insured mortgage loans. The timing of the future claim payments associated with the established loss reserves was determined primarily based on two key assumptions: the length of time it takes for a notice of default to develop into a received claim and the length of time it takes for a received claim to be ultimately paid. The future claim payment periods are estimated based on historical experience, and could emerge significantly different than this estimate. Due to the uncertainty regarding how certain factors, such as new loss mitigation protocols established by servicers and changes in some state foreclosure laws that may include, for example, a requirement for additional review and/or mediation process, will affect our future paid claims it has become even more difficult to estimate the amount and timing of future claim payments. Current conditions in the housing and mortgage industries make all of the assumptions discussed in this paragraph more volatile than they would otherwise be. See Note 9 – “Loss Reserves” to our consolidated financial statements in Item 8 and “-Critical Accounting Policies” below. In accordance with GAAP for the mortgage insurance industry, we establish loss reserves only for loans in default. Because our reserving method does not take account of the impact of future losses that could occur from loans that are not delinquent, our obligation for ultimate losses that we expect to occur under our policies in force at any period end is not reflected in our financial statements or in the table above.

### **Critical Accounting Policies**

We believe that the accounting policies described below involved significant judgments and estimates used in the preparation of our consolidated financial statements.

*Loss reserves and premium deficiency reserves*

Loss reserves

Reserves are established for reported insurance losses and loss adjustment expenses based on when notices of default on insured mortgage loans are received. For reporting purposes, we consider a loan in default when it is two or more payments past due. Reserves are also established for estimated losses incurred on notices of default not yet reported. Even though the accounting standard, Accounting Standards Codification (“ASC”) 944, regarding accounting and reporting by insurance entities specifically excluded mortgage insurance from its guidance relating to loss reserves, we establish loss reserves using the general principles contained in the insurance standard. However, consistent with industry standards for mortgage insurers, we do not establish loss reserves for future claims on insured loans which are not currently in default.

We establish reserves using estimated claim rates and claim amounts in estimating the ultimate loss. The liability for reinsurance assumed is based on information provided by the ceding companies.

The incurred but not reported, or IBNR, reserves referred to above result from defaults occurring prior to the close of an accounting period, but which have not been reported to us. Consistent with reserves for reported defaults, IBNR reserves are established using estimated claim rates and claim amounts for the estimated number of defaults not reported. As of December 31, 2013 and 2012, we had IBNR reserves of approximately \$128 million and \$180 million, respectively.

Reserves also provide for the estimated costs of settling claims, including legal and other expenses and general expenses of administering the claims settlement process.

The estimated claim rates and claim amounts represent what we believe reflect the best estimate of what will actually be paid on the loans in default as of the reserve date. If a policy is rescinded we do not expect that it will result in a claim payment and thus the rescission generally reduces the historical claim rate used in establishing reserves. In addition, if a loan cures its delinquency, including successful loan modifications that result in a cure being reported to us, the cure reduces the historical claim rate used in establishing reserves. Our methodology to determine the estimate of claim rates and claim amounts are based on our review of recent trends in the default inventory. To establish reserves we utilize a reserving model that continually incorporates historical data on the rate at which defaults resulted in a claim, or the claim rate. This historical data includes the effects of rescissions, which are included as cures within the model. The model also incorporates an estimate for the amount of the claim we will pay, or severity. The severity is estimated using the historical percentage of our claim paid compared to our loan exposure, as well as the risk in force of the loans currently in default. We do not utilize an explicit rescission rate in our reserving methodology, but rather our reserving methodology incorporates the effects rescission activity has had on our historical claim rate and claim severities. We review recent trends in the claim rate, severity, the change in the level of defaults by geography and the change in average loan exposure. As a result, the process to determine reserves does not include quantitative ranges of outcomes that are reasonably likely to occur.

The claim rates and claim amounts are likely to be affected by external events, including actual economic conditions such as changes in unemployment rate, interest rate or housing value. Our estimation process does not include a correlation between claim rates and claim amounts to projected economic conditions such as changes in unemployment rate, interest rate or housing value. Our experience is that analysis of that nature would not produce reliable results. The results would not be reliable as the change in one economic condition cannot be isolated to determine its sole effect on our ultimate paid losses as our ultimate paid losses are also influenced at the same time by other economic conditions. Additionally, the changes and interaction of these economic conditions are not likely homogeneous throughout the regions in which we conduct business. Each economic environment influences our ultimate paid losses differently, even if apparently similar in nature. Furthermore, changes in economic conditions may not necessarily be reflected in our loss development in the quarter or year in which the changes occur. Typically, actual claim results often lag changes in economic conditions by at least nine to twelve months.

In considering the potential sensitivity of the factors underlying our best estimate of loss reserves, it is possible that even a relatively small change in estimated claim rate or a relatively small percentage change in estimated claim amount could have a significant impact on reserves and, correspondingly, on results of operations. For example, a \$1,000 change in the average severity reserve factor combined with a 1% change in the average claim rate reserve factor would change the reserve amount by approximately \$112 million as of December 31, 2013. Historically, it has not been uncommon for us to experience variability in the development of the loss reserves through the end of the following year at this level or higher, as shown by the historical development of our loss reserves in the table below:

	Losses incurred related to prior years (1)	Reserve at end of prior year
	(In thousands)	
2013	\$ (59,687)	\$ 4,056,843
2012	573,120	4,557,512
2011	(99,328)	5,884,171
2010	(266,908)	6,704,990
2009	466,765	4,775,552

(1) A positive number for a prior year indicates a deficiency of loss reserves, and a negative number for a prior year indicates a redundancy of loss reserves.

See Note 9 – “Loss Reserves” to our consolidated financial statements in Item 8 for a discussion of recent loss development.

Estimation of losses is inherently judgmental. The conditions that affect the claim rate and claim severity include the current and future state of the domestic economy, including unemployment and the current and future strength of local housing markets. Current conditions in the housing and mortgage industries make these assumptions more volatile than they would otherwise be. The actual amount of the claim payments may be substantially different than our loss reserve estimates. Our estimates could be adversely affected by several factors, including a deterioration of regional or national economic conditions, including unemployment, leading to a reduction in borrowers’ income and thus their ability to make mortgage payments, and a drop in housing values that could result in, among other things, greater losses on loans that have pool insurance, and may affect borrower willingness to continue to make mortgage payments when the value of the home is below the mortgage balance. Our estimates are also affected by any agreements we enter into regarding our claims paying practices, such as the settlement agreements discussed in Note 20 – “Litigation and Contingencies” to our consolidated financial statements in Item 8. Changes to our estimates could result in a material impact to our results of operations, even in a stable economic environment. Loss reserves in the most recent years contain a greater degree of uncertainty, even though the estimates are based on the best available data.

For more information regarding our claims paying practices and related legal proceedings, see Note 9 – “Loss Reserves” and Note 20 – “Litigation and Contingencies” to our consolidated financial statements in Item 8.

### Premium deficiency reserve

After our reserves are established, we perform premium deficiency calculations using best estimate assumptions as of the testing date. The calculation of premium deficiency reserves requires the use of significant judgments and estimates to determine the present value of future premium and present value of expected losses and expenses on our business. The present value of future premium relies on, among other things, assumptions about persistency and repayment patterns on underlying loans. The present value of expected losses and expenses depends on assumptions relating to severity of claims and claim rates on current defaults, and expected defaults in future periods. These assumptions also include an estimate of expected rescission activity. Assumptions used in calculating the deficiency reserves can be affected by volatility in the current housing and mortgage lending industries. To the extent premium patterns and actual loss experience differ from the assumptions used in calculating the premium deficiency reserves, the differences between the actual results and our estimate will affect future period earnings.

The establishment of premium deficiency reserves is subject to inherent uncertainty and requires judgment by management. The actual amount of claim payments and premium collections may vary significantly from the premium deficiency reserve estimates. Similar to our loss reserve estimates, our estimates for premium deficiency reserves could be adversely affected by several factors, including a deterioration of regional or economic conditions leading to a reduction in borrowers’ income and thus their ability to make mortgage payments, and a drop in housing values that could expose us to greater losses. Changes to our estimates could result in material changes in our operations, even in a stable economic environment. Adjustments to premium deficiency reserves estimates are reflected in the financial statements in the years in which the adjustments are made.

As is the case with our loss reserves, as discussed above, the severity of claims and claim rates, as well as persistency for the premium deficiency calculation, are likely to be affected by external events, including actual economic conditions, as well as future rescission activity. However, our estimation process does not include a correlation between these economic conditions and our assumptions because it is our experience that an analysis of that nature would not produce reliable results. In considering the potential sensitivity of the factors underlying management’s best estimate of premium deficiency reserves, it is possible that even a relatively small change in estimated claim rate or a relatively small percentage change in estimated claim amount could have a significant impact on the premium deficiency reserve and, correspondingly, on our results of operations. For example, a \$1,000 change in the average severity combined with a 1% change in the average claim rate could change the Wall Street bulk premium deficiency reserve amount by approximately \$44 million. Additionally, a 5% change in the persistency of the underlying loans could change the Wall Street bulk premium deficiency reserve amount by approximately \$12 million. We do not anticipate changes in the discount rate will be significant enough as to result in material changes in the calculation.

*Revenue recognition*

When a policy term ends, the primary mortgage insurance written by us is renewable at the insured's option through continued payment of the premium in accordance with the schedule established at the inception of the policy term. We have no ability to reunderwrite or reprice these policies after issuance. Premiums written under policies having single and annual premium payments are initially deferred as unearned premium reserve and earned over the policy term. Premiums written on policies covering more than one year are amortized over the policy life in accordance with the expiration of risk which is the anticipated incurred loss pattern based on historical experience. Premiums written on annual policies are earned on a monthly pro rata basis. Premiums written on monthly policies are earned as the monthly coverage is provided. When a policy is cancelled, all premium that is non-refundable is immediately earned. Any refundable premium is returned to the lender. Cancellations also include rescissions and policies cancelled due to claim payment. When a policy is rescinded, all previously collected premium is returned to the lender and when a claim is paid we return any premium received since the date of default. The liability associated with our estimate of premium to be returned is accrued for separately and separate components of this liability are included in "Other liabilities" and "Premium deficiency reserves" on our consolidated balance sheet. Changes in these liabilities affect premiums written and earned and change in premium deficiency reserve, respectively. The actual return of premium affects premium written and earned. Policy cancellations also lower the persistency rate which is a variable used in calculating the rate of amortization of deferred policy acquisition costs discussed below.

Fee income of our non-insurance subsidiaries is earned and recognized as the services are provided and the customer is obligated to pay.

*Deferred insurance policy acquisition costs*

Costs directly associated with the successful acquisition of mortgage insurance policies, consisting of employee compensation and other policy issuance and underwriting expenses, are initially deferred and reported as deferred insurance policy acquisition costs. The deferred costs are net of any reinsurance recoveries from ceding commissions associated with our risk sharing arrangements. Deferred insurance policy acquisition costs arising from each book of business are charged against revenue in the same proportion that the underwriting profit for the period of the charge bears to the total underwriting profit over the life of the policies. The underwriting profit and the life of the policies are estimated and are reviewed quarterly and updated when necessary to reflect actual experience and any changes to key variables such as persistency or loss development. Interest is accrued on the unamortized balance of deferred insurance policy acquisition costs.

Because our insurance premiums are earned over time, changes in persistency result in deferred insurance policy acquisition costs being amortized against revenue over a comparable period of time. At December 31, 2013, the persistency rate of our primary mortgage insurance was 79.5%, compared to 79.8% at December 31, 2012. This change did not significantly affect the amortization of deferred insurance policy acquisition costs for the period ended December 31, 2013. A 10% change in persistency would not have a material effect on the amortization of deferred insurance policy acquisition costs in the subsequent year.

If a premium deficiency exists, we reduce the related deferred insurance policy acquisition costs by the amount of the deficiency or to zero through a charge to current period earnings. If the deficiency is more than the deferred insurance policy acquisition costs balance, we then establish a premium deficiency reserve equal to the excess, by means of a charge to current period earnings.

#### *Fair Value Measurements*

For the years ended December 31, 2013, 2012 and 2011, we did not elect the fair value option for any financial instruments acquired for which the primary basis of accounting is not fair value.

In accordance with fair value guidance, we applied the following fair value hierarchy in order to measure fair value for assets and liabilities:

Level 1 – Quoted prices for identical instruments in active markets that we can access. Financial assets utilizing Level 1 inputs primarily include certain U.S. Treasury securities and obligations of U.S. government corporations and agencies and Australian government and semi government securities.

Level 2 – Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and inputs, other than quoted prices, that are observable in the marketplace for the financial instrument. The observable inputs are used in valuation models to calculate the fair value of the financial instruments. Financial assets utilizing Level 2 inputs primarily include certain municipal and corporate bonds.

Level 3 – Valuations derived from valuation techniques in which one or more significant inputs or value drivers are unobservable. Level 3 inputs reflect our own assumptions about the assumptions a market participant would use in pricing an asset or liability. Financial assets utilizing Level 3 inputs include certain state and auction rate (backed by student loans) securities. Non-financial assets which utilize Level 3 inputs include real estate acquired through claim settlement.

To determine the fair value of securities available-for-sale in Level 1 and Level 2 of the fair value hierarchy, independent pricing sources have been utilized. One price is provided per security based on observable market data. To ensure securities are appropriately classified in the fair value hierarchy, we review the pricing techniques and methodologies of the independent pricing sources and believe that their policies adequately consider market activity, either based on specific transactions for the issue valued or based on modeling of securities with similar credit quality, duration, yield and structure that were recently traded. A variety of inputs are utilized by the independent pricing sources including benchmark yields, reported trades, non-binding broker/dealer quotes, issuer spreads, two sided markets, benchmark securities, bids, offers and reference data including data published in market research publications. Inputs may be weighted differently for any security, and not all inputs are used for each security evaluation. Market indicators, industry and economic events are also considered. This information is evaluated using a multidimensional pricing model. Quality controls are performed by the independent pricing sources throughout this process, which include reviewing tolerance reports, trading information and data changes, and directional moves compared to market moves. This model combines all inputs to arrive at a value assigned to each security. In addition, on a quarterly basis, we perform quality controls over values received from the pricing sources which include reviewing tolerance reports, trading information and data changes, and directional moves compared to market moves. We have not made any adjustments to the prices obtained from the independent pricing sources.

Assets classified as Level 3 are as follows:

- Securities available-for-sale classified in Level 3 are not readily marketable and are valued using internally developed models based on the present value of expected cash flows. Our Level 3 securities, at December 31, 2012, primarily consisted of auction rate securities for which observable inputs or value drivers were unavailable. Due to limited market information, we utilized a discounted cash flow (“DCF”) model to derive an estimate of fair value of these assets at December 31, 2012. The DCF model for estimating the fair value of the auction rate securities as of December 31, 2012 was based on the following key assumptions:
  - § Nominal credit risk as substantially all of the underlying collateral of these securities is ultimately guaranteed by the United States Department of Education;
  - § Time to liquidity through December 31, 2013;
  - § Continued receipt of contractual interest; and
  - § Discount rates ranging from 16.87% to 18.35%, which include a spread for liquidity risk.

During the first three months of 2013 we sold our remaining auction rate securities. At December 31, 2013, the majority of the \$3 million balance of Level 3 securities is state premium tax credit investments. The state premium tax credit investments have an average maturity of under 5 years, credit ratings of AA+ or higher, and their balance reflects their remaining scheduled payments discounted at an average annual rate of 7.3%.

- Real estate acquired through claim settlement is fair valued at the lower of our acquisition cost or a percentage of appraised value. The percentage applied to appraised value is based upon our historical sales experience adjusted for current trends.

### *Investment Portfolio*

Our entire investment portfolio is classified as available-for-sale and is reported at fair value. The related unrealized gains or losses are, after considering the related tax expense or benefit, recognized as a component of accumulated other comprehensive income in shareholders' equity. Realized investment gains and losses are reported in income based upon specific identification of securities sold.

Each quarter we perform reviews of our investments in order to determine whether declines in fair value below amortized cost were considered other-than-temporary in accordance with applicable guidance. In evaluating whether a decline in fair value is other-than-temporary, we consider several factors including, but not limited to:

- § our intent to sell the security or whether it is more likely than not that we will be required to sell the security before recovery;
- § extent and duration of the decline;
- § failure of the issuer to make scheduled interest or principal payments;
- § change in rating below investment grade; and
- § adverse conditions specifically related to the security, an industry, or a geographic area.

Under the current guidance a debt security impairment is deemed other than temporary if we either intend to sell the security, or it is more likely than not that we will be required to sell the security before recovery or we do not expect to collect cash flows sufficient to recover the amortized cost basis of the security. During 2013, 2012 and 2011 we recognized OTTI losses in earnings of \$0.3 million, \$2.3 million and \$0.7 million, respectively.

### **Item 7A. Quantitative and Qualitative Disclosures About Market Risk.**

We place our investments in instruments that meet high credit quality standards, as specified in our investment policy guidelines; the policy also limits the amount of credit exposure to any one issue, issuer and type of instrument. At December 31, 2013, the modified duration of our fixed income investment portfolio, including cash and cash equivalents, was 3.2 years, which means that an instantaneous parallel shift in the yield curve of 100 basis points would result in a change of 3.2% in the market value of our fixed income portfolio. For an upward shift in the yield curve, the market value of our portfolio would decrease and for a downward shift in the yield curve, the market value would increase.

**Item 8. Financial Statements and Supplementary Data.**

The following consolidated financial statements are filed pursuant to this Item 8:

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Consolidated statements of operations for each of the three years in the period ended December 31, 2013	117
Consolidated balance sheets at December 31, 2013 and 2012	118
Consolidated statements of comprehensive income for each of the three years in the period ended December 31, 2013	119
Consolidated statements of shareholders' equity for each of the three years in the period ended December 31, 2013	120
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MGIC INVESTMENT CORPORATION AND SUBSIDIARIES  
CONSOLIDATED BALANCE SHEETS  
December 31, 2013 and 2012

<u>ASSETS</u>	<u>2013</u>	<u>2012</u>
	(In thousands)	
Investment portfolio (notes 6 and 7):		
Securities, available-for-sale, at fair value:		
Fixed maturities (amortized cost, 2013 - \$4,948,543; 2012 - \$4,185,937)	\$ 4,863,925	\$ 4,227,339
Equity securities	2,894	2,936
Total investment portfolio	<u>4,866,819</u>	<u>4,230,275</u>
Cash and cash equivalents	332,692	1,027,625
Restricted cash and cash equivalents (note 2)	17,440	-
Accrued investment income	31,660	27,243
Prepaid reinsurance premiums (note 11)	36,243	841
Reinsurance recoverable on loss reserves (note 11)	64,085	104,848
Reinsurance recoverable on paid losses	10,425	15,605
Premiums receivable	62,301	67,828
Home office and equipment, net	26,185	27,190
Deferred insurance policy acquisition costs	9,721	11,245
Other assets	143,819	61,624
Total assets	<u>\$ 5,601,390</u>	<u>\$ 5,574,324</u>
<u>LIABILITIES AND SHAREHOLDERS' EQUITY</u>		
Liabilities:		
Loss reserves (notes 9 and 11)	\$ 3,061,401	\$ 4,056,843
Premium deficiency reserve (note 10)	48,461	73,781
Unearned premiums (note 11)	154,479	138,840
Senior notes (note 8)	82,773	99,910
Convertible senior notes (note 8)	845,000	345,000
Convertible junior debentures (note 8)	389,522	379,609
Other liabilities	275,216	283,401
Total liabilities	<u>4,856,852</u>	<u>5,377,384</u>
Contingencies (note 20)		
Shareholders' equity (note 15):		
Common stock (one dollar par value, shares authorized 1,000,000; shares issued 2013 - 340,047; 2012 - 205,047; outstanding 2013 - 337,758; 2012 - 202,032)	340,047	205,047
Paid-in capital	1,661,269	1,135,296
Treasury stock (shares at cost 2013 - 2,289; 2012 - 3,015)	(64,435)	(104,959)
Accumulated other comprehensive loss, net of tax (note 12)	(117,726)	(48,163)
Retained deficit	(1,074,617)	(990,281)
Total shareholders' equity	<u>744,538</u>	<u>196,940</u>
Total liabilities and shareholders' equity	<u>\$ 5,601,390</u>	<u>\$ 5,574,324</u>

See accompanying notes to consolidated financial statements.

MGIC INVESTMENT CORPORATION AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF OPERATIONS  
Years Ended December 31, 2013, 2012 and 2011

	2013	2012	2011
	(In thousands, except per share data)		
Revenues:			
Premiums written:			
Direct	\$ 994,910	\$ 1,049,549	\$ 1,119,182
Assumed	2,074	2,425	(4,898)
Ceded (note 11)	(73,503)	(34,142)	(49,904)
Net premiums written	923,481	1,017,832	1,064,380
Decrease in unearned premiums	19,570	15,338	59,455
Net premiums earned (note 11)	943,051	1,033,170	1,123,835
Investment income, net of expenses (note 6)	80,739	121,640	201,270
Realized investment gains, net (note 6)	6,059	197,719	143,430
Total other-than-temporary impairment losses	(328)	(2,310)	(715)
Portion of losses recognized in other comprehensive income (loss), before taxes (note 12)	-	-	-
Net impairment losses recognized in earnings	(328)	(2,310)	(715)
Other revenue	9,914	28,145	36,459
Total revenues	1,039,435	1,378,364	1,504,279
Losses and expenses:			
Losses incurred, net (notes 9 and 11)	838,726	2,067,253	1,714,707
Change in premium deficiency reserve (note 10)	(25,320)	(61,036)	(44,150)
Amortization of deferred policy acquisition costs	10,641	7,452	6,880
Other underwriting and operating expenses, net (note 11)	181,877	193,995	207,870
Interest expense (note 8)	79,663	99,344	103,271
Total losses and expenses	1,085,587	2,307,008	1,988,578
Loss before tax	(46,152)	(928,644)	(484,299)
Provision for (benefit from) income taxes (note 14)	3,696	(1,565)	1,593
Net loss	\$ (49,848)	\$ (927,079)	\$ (485,892)
Loss per share (note 3):			
Basic	\$ (0.16)	\$ (4.59)	\$ (2.42)
Diluted	\$ (0.16)	\$ (4.59)	\$ (2.42)
Weighted average common shares outstanding - basic (note 3)	311,754	201,892	201,019
Weighted average common shares outstanding - diluted (note 3)	311,754	201,892	201,019
Dividends per share	\$ -	\$ -	\$ -

See accompanying notes to consolidated financial statements.

MGIC INVESTMENT CORPORATION AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME  
Years Ended December 31, 2013, 2012 and 2011

	<u>2013</u>	<u>2012</u>	<u>2011</u>
		(In thousands)	
Net Loss	\$ (49,848)	\$ (927,079)	\$ (485,892)
Other comprehensive income (loss), net of tax (note 12):			
Change in unrealized investment gains and losses (note 6)	(123,591)	(78,659)	21,057
Benefit plans adjustment (note 13)	68,038	(1,221)	(12,862)
Foreign currency translation adjustment	<u>(14,010)</u>	<u>1,593</u>	<u>(207)</u>
Other comprehensive (loss) income, net of tax	<u>(69,563)</u>	<u>(78,287)</u>	<u>7,988</u>
Comprehensive loss	<u>\$ (119,411)</u>	<u>\$ (1,005,366)</u>	<u>\$ (477,904)</u>

See accompanying notes to consolidated financial statements.

MGIC INVESTMENT CORPORATION AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY  
Years Ended December 31, 2011, 2012 and 2013

	Common stock	Paid-in capital	Treasury stock (In thousands)	Accumulated other comprehensive income (loss) (note 12)	Retained earnings/(deficit)
Balance, December 31, 2010	\$ 205,047	\$ 1,138,942	\$ (222,632)	\$ 22,136	\$ 525,562
Net loss	-	-	-	-	(485,892)
Change in unrealized investment gains and losses, net	-	-	-	21,057	-
Reissuance of treasury stock, net	-	(14,577)	60,090	-	(51,305)
Equity compensation	-	11,456	-	-	-
Benefit plans adjustments, net	-	-	-	(12,862)	-
Unrealized foreign currency translation adjustment, net	-	-	-	(207)	-
Balance, December 31, 2011	\$ 205,047	\$ 1,135,821	\$ (162,542)	\$ 30,124	\$ (11,635)
Net loss	-	-	-	-	(927,079)
Change in unrealized investment gains and losses, net	-	-	-	(78,659)	-
Reissuance of treasury stock, net	-	(8,749)	57,583	-	(51,567)
Equity compensation	-	8,224	-	-	-
Benefit plans adjustments, net	-	-	-	(1,221)	-
Unrealized foreign currency translation adjustment, net	-	-	-	1,593	-
Balance, December 31, 2012	\$ 205,047	\$ 1,135,296	\$ (104,959)	\$ (48,163)	\$ (990,281)
Net loss	-	-	-	-	(49,848)
Change in unrealized investment gains and losses, net (note 6)	-	-	-	(123,591)	-
Common stock issuance (note 15)	135,000	528,335	-	-	-
Reissuance of treasury stock, net (note 15)	-	(7,892)	40,524	-	(34,488)
Equity compensation (note 18)	-	5,530	-	-	-
Benefit plans adjustments, net (note 13)	-	-	-	68,038	-
Unrealized foreign currency translation adjustment, net	-	-	-	(14,010)	-
Balance, December 31, 2013	<u>\$ 340,047</u>	<u>\$ 1,661,269</u>	<u>\$ (64,435)</u>	<u>\$ (117,726)</u>	<u>\$ (1,074,617)</u>

See accompanying notes to consolidated financial statements

MGIC INVESTMENT CORPORATION AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Years Ended December 31, 2013, 2012 and 2011

	2013	2012	2011
	(In thousands)		
<b>Cash flows from operating activities:</b>			
Net loss	\$ (49,848)	\$ (927,079)	\$ (485,892)
Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation and other amortization	68,716	100,135	84,828
Deferred tax provision (benefit)	590	(34)	(738)
Realized investment gains, net	(6,059)	(197,719)	(143,430)
Net investment impairment losses	328	2,310	715
Gain on repurchase on senior notes	-	(17,775)	(27,688)
Other	27,709	(21,802)	(15,238)
Change in certain assets and liabilities:			
Accrued investment income	(4,417)	28,423	14,639
Prepaid reinsurance premium	(35,402)	776	1,020
Reinsurance recoverable on loss reserves	40,763	49,759	120,683
Reinsurance recoverable on paid losses	5,180	4,286	14,269
Premiums receivable	5,527	3,245	8,494
Deferred insurance policy acquisition costs	1,524	(3,740)	777
Real estate	(9,817)	(1,842)	4,599
Loss reserves	(995,442)	(500,669)	(1,326,659)
Premium deficiency reserve	(25,320)	(61,036)	(44,150)
Unearned premiums	15,639	(16,026)	(60,291)
Return premium	(11,800)	(11,700)	(28,300)
Income taxes payable (current)	598	1,888	(1,489)
<b>Net cash used in operating activities</b>	<b>(971,531)</b>	<b>(1,568,600)</b>	<b>(1,883,851)</b>
<b>Cash flows from investing activities:</b>			
Investment purchases:			
Equity securities	(111)	(132)	(126)
Fixed maturities	(3,248,602)	(5,025,204)	(4,393,471)
Proceeds from sale of:			
Equity securities	-	-	504
Fixed maturities	1,054,985	5,216,934	4,742,213
Proceeds from maturity of fixed maturities	1,357,028	1,461,955	1,407,325
Net increase (decrease) in payable for securities	13	(20)	(2,228)
Net change in restricted cash	(17,440)	-	-
<b>Net cash (used in) provided by investing activities</b>	<b>(854,127)</b>	<b>1,653,533</b>	<b>1,754,217</b>
<b>Cash flows from financing activities:</b>			
Repayment of long-term debt	(17,235)	(53,107)	(178,721)
Net proceeds from convertible senior notes	484,625	-	-
Common stock shares issued	663,335	-	-
<b>Net cash provided by (used in) financing activities</b>	<b>1,130,725</b>	<b>(53,107)</b>	<b>(178,721)</b>
Net (decrease) increase in cash and cash equivalents	(694,933)	31,826	(308,355)
Cash and cash equivalents at beginning of year	1,027,625	995,799	1,304,154
Cash and cash equivalents at end of year	<u>\$ 332,692</u>	<u>\$ 1,027,625</u>	<u>\$ 995,799</u>

See accompanying notes to consolidated financial statements.

MGIC INVESTMENT CORPORATION AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2013, 2012 and 2011

## 1. Nature of Business

MGIC Investment Corporation is a holding company which, through Mortgage Guaranty Insurance Corporation ("MGIC"), MGIC Indemnity Corporation ("MIC") and several other subsidiaries, is principally engaged in the mortgage insurance business. We provide mortgage insurance to lenders throughout the United States and to government sponsored entities to protect against loss from defaults on low down payment residential mortgage loans. Our principal product is primary mortgage insurance. Through certain other non-insurance subsidiaries, we also provide various services for the mortgage finance industry, such as contract underwriting and portfolio analysis and retention. We began our international operations in Australia, where we started to write business in June 2007. Since 2008, we are no longer writing new business in Australia. Our Australian operations are included in our consolidated financial statements; however they are not material to our consolidated results.

Primary mortgage insurance may be written through the flow channel, in which loans are insured in individual, loan-by-loan transactions. Primary mortgage insurance may also be written through the bulk channel, in which portfolios of loans are individually insured in single, bulk transactions. Prior to 2008, we wrote significant volume through the bulk channel, substantially all of which was Wall Street bulk business, which we discontinued writing in 2007. We have not written any business through the bulk channel since 2008. Prior to 2009, we also wrote pool mortgage insurance. Pool insurance generally covers the excess of the loss on a defaulted mortgage loan which exceeds the claim payment under the primary coverage, if primary insurance is required on that mortgage loan, as well as the total loss on a defaulted mortgage loan which did not require primary insurance. Pool insurance may have a stated aggregate loss limit for a pool of loans and may also have a deductible under which no losses are paid by the insurer until losses on the pool of loans exceed the deductible.

At December 31, 2013, our direct domestic primary insurance in force was \$158.7 billion, which represents the principal balance in our records of all mortgage loans that we insure, and our direct domestic primary risk in force was \$41.1 billion, which represents the insurance in force multiplied by the insurance coverage percentage. Our direct pool risk in force at December 31, 2013 was approximately \$1.0 billion (\$0.4 billion on pool policies with aggregate loss limits and \$0.6 billion on pool policies without aggregate loss limits). Our risk in force in Australia at December 31, 2013 was approximately \$480 million which represents the risk associated with 100% coverage on the insurance in force. The mortgage insurance we provided in Australia only covers the unpaid loan balance after the sale of the underlying property.

*Capital - GSEs*

Substantially all of our insurance written is for loans sold to Fannie Mae and Freddie Mac (the “GSEs”), each of which has mortgage insurer eligibility requirements to maintain the highest level of eligibility. The existing eligibility requirements include a minimum financial strength rating of Aa3/AA-. Because MGIC does not meet such financial strength rating requirements (its financial strength rating from Moody’s is Ba3 (with a stable outlook) and from Standard & Poor’s is BB (with a positive outlook)), MGIC is currently operating with each GSE as an eligible insurer under a remediation plan. We believe that the GSEs view remediation plans as a continuing process of interaction with a mortgage insurer and MGIC will continue to operate under a remediation plan for the foreseeable future. The GSEs may include new eligibility requirements as part of our current remediation plan. There can be no assurance that MGIC will be able to continue to operate as an eligible mortgage insurer under a remediation plan.

The GSEs previously advised us that, at the direction of their conservator, the Federal Housing Finance Agency (“FHFA”), they will be revising the eligibility requirements for all mortgage insurers and replacing their existing financial strength rating requirements with capital standards (the “GSE Capital Standards”). In early 2014, the FHFA is expected to provide state insurance regulators a draft of the proposed eligibility requirements and to allow the state insurance regulators a comment period of up to six weeks in which to review the eligibility standards on a confidential basis. After considering any changes suggested by the state insurance regulators, the FHFA is expected to release the proposed eligibility requirements for public comment. We have not been informed of the content of the new eligibility requirements, including the GSE Capital Standards, their timeframes for effectiveness, or the length of the public comment period.

We have various alternatives available to improve our existing risk-to-capital position, including contributing additional funds that are on hand today from our holding company to MGIC, entering into additional external reinsurance transactions, seeking approval to write business in MIC and raising additional capital, which could be contributed to MGIC. While there can be no assurance that MGIC would meet the GSE Capital Standards by their effective date, we believe we could implement one or more of these alternatives so that we would continue to be an eligible mortgage insurer after the GSE Capital Standards are fully effective. If MGIC (or MIC, under certain circumstances) ceases to be eligible to insure loans purchased by one or both of the GSEs, it would significantly reduce the volume of our new business writings.

See additional disclosure regarding statutory capital in Note 17 – “Statutory Capital.”

## **2. Basis of Presentation**

The accompanying financial statements have been prepared on the basis of accounting principles generally accepted in the United States of America (“GAAP”), as codified in the Accounting Standards Codification. In accordance with GAAP, we are required to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

## **Principles of Consolidation**

The consolidated financial statements include the accounts of MGIC Investment Corporation and its majority-owned subsidiaries. All intercompany transactions have been eliminated.

## **Cash and Cash Equivalents**

We consider money market funds and investments with original maturities of three months or less to be cash equivalents.

## **Restricted cash and cash equivalents**

During the second quarter of 2013, approximately \$60.3 million was placed in escrow in connection with the two agreements we entered into to resolve our dispute with Countrywide Home Loans (“CHL”) and its affiliate, Bank of America, N.A., as successor to Countrywide Home Loans Servicing LP (“BANA” and collectively with CHL, “Countrywide”) regarding rescissions. In the fourth quarter of 2013, approximately \$42.9 million was released from escrow in connection with the BANA agreement. At December 31, 2013, approximately \$17.4 million remains in escrow in connection with the CHL agreement. See additional discussion of these settlement agreements in Note 20 – “Litigation and contingencies.”

## **Reclassifications**

Certain reclassifications have been made in the accompanying financial statements to 2012 and 2011 amounts to conform to the 2013 presentation.

## **Subsequent Events**

We have considered subsequent events through the date of this filing.

## **3. Summary of Significant Accounting Policies**

### **Fair value measurements**

In accordance with fair value guidance, we applied the following fair value hierarchy in order to measure fair value for assets and liabilities:

Level 1 – Quoted prices for identical instruments in active markets that we can access. Financial assets utilizing Level 1 inputs primarily include certain U.S. Treasury securities and obligations of U.S. government corporations and agencies and Australian government and semi government securities.

Level 2 – Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and inputs, other than quoted prices, that are observable in the marketplace for the financial instrument. The observable inputs are used in valuation models to calculate the fair value of the financial instruments. Financial assets utilizing Level 2 inputs primarily include certain municipal and corporate bonds.

Level 3 – Valuations derived from valuation techniques in which one or more significant inputs or value drivers are unobservable. Level 3 inputs reflect our own assumptions about the assumptions a market participant would use in pricing an asset or liability. Financial assets utilizing Level 3 inputs include certain state and auction rate (backed by student loans) securities. Non-financial assets which utilize Level 3 inputs include real estate acquired through claim settlement.

To determine the fair value of securities available-for-sale in Level 1 and Level 2 of the fair value hierarchy, independent pricing sources have been utilized. One price is provided per security based on observable market data. To ensure securities are appropriately classified in the fair value hierarchy, we review the pricing techniques and methodologies of the independent pricing sources and believe that their policies adequately consider market activity, either based on specific transactions for the issue valued or based on modeling of securities with similar credit quality, duration, yield and structure that were recently traded. A variety of inputs are utilized by the independent pricing sources including benchmark yields, reported trades, non-binding broker/dealer quotes, issuer spreads, two sided markets, benchmark securities, bids, offers and reference data including data published in market research publications. Inputs may be weighted differently for any security, and not all inputs are used for each security evaluation. Market indicators, industry and economic events are also considered. This information is evaluated using a multidimensional pricing model. Quality controls are performed by the independent pricing sources throughout this process, which include reviewing tolerance reports, trading information and data changes, and directional moves compared to market moves. This model combines all inputs to arrive at a value assigned to each security. In addition, on a quarterly basis, we perform quality controls over values received from the pricing sources which include reviewing tolerance reports, trading information and data changes, and directional moves compared to market moves. We have not made any adjustments to the prices obtained from the independent pricing sources.

Assets classified as Level 3 are as follows:

- Securities available-for-sale classified in Level 3 are not readily marketable and are valued using internally developed models based on the present value of expected cash flows. Our Level 3 securities, at December 31, 2012, primarily consisted of auction rate securities for which observable inputs or value drivers were unavailable. Due to limited market information, we utilized a discounted cash flow (“DCF”) model to derive an estimate of fair value of these assets at December 31, 2012. The DCF model for estimating the fair value of the auction rate securities as of December 31, 2012 was based on the following key assumptions:
  - o Nominal credit risk as substantially all of the underlying collateral of these securities is ultimately guaranteed by the United States Department of Education;
  - o Time to liquidity through December 31, 2013;
  - o Continued receipt of contractual interest; and
  - o Discount rates ranging from 16.87% to 18.35%, which include a spread for liquidity risk.

During 2013 we sold our remaining auction rate securities. At December 31, 2013, the majority of the \$3 million balance of Level 3 securities is state premium tax credit investments. The state premium tax credit investments have an average maturity of under 5 years, credit ratings of AA+ or higher, and their balance reflects their remaining scheduled payments discounted at an average annual rate of 7.3%.

- Real estate acquired through claim settlement is fair valued at the lower of our acquisition cost or a percentage of appraised value. The percentage applied to appraised value is based upon our historical sales experience adjusted for current trends.

## **Investments**

Our entire investment portfolio is classified as available-for-sale and is reported at fair value. The related unrealized gains or losses are, after considering the related tax expense or benefit, recognized as a component of accumulated other comprehensive income in shareholders' equity. Realized investment gains and losses are reported in income based upon specific identification of securities sold. (See Note 6 – "Investments.")

Each quarter we perform reviews of our investments in order to determine whether declines in fair value below amortized cost were considered other-than-temporary in accordance with applicable guidance. In evaluating whether a decline in fair value is other-than-temporary, we consider several factors including, but not limited to:

- § our intent to sell the security or whether it is more likely than not that we will be required to sell the security before recovery;
- § extent and duration of the decline;
- § failure of the issuer to make scheduled interest or principal payments;
- § change in rating below investment grade; and
- § adverse conditions specifically related to the security, an industry, or a geographic area.

Under the current guidance a debt security impairment is deemed other than temporary if (1) we either intend to sell the security, or it is more likely than not that we will be required to sell the security before recovery or (2) we do not expect to collect cash flows sufficient to recover the amortized cost basis of the security.

## **Home office and equipment**

Home office and equipment is carried at cost net of depreciation. For financial statement reporting purposes, depreciation is determined on a straight-line basis for the home office, equipment and data processing hardware over estimated lives of 45, 5 and 3 years, respectively. For income tax purposes, we use accelerated depreciation methods.

Home office and equipment is shown net of accumulated depreciation of \$53.0 million, \$51.3 million and \$65.2 million at December 31, 2013, 2012 and 2011, respectively. Depreciation expense for the years ended December 31, 2013, 2012 and 2011 was \$1.8 million, \$1.9 million and \$2.3 million, respectively.

## **Deferred Insurance Policy Acquisition Costs**

Costs directly associated with the successful acquisition of mortgage insurance business, consisting of employee compensation and other policy issuance and underwriting expenses, are initially deferred and reported as deferred insurance policy acquisition costs ("DAC"). The deferred costs are net of any reinsurance recoveries from ceding commissions associated with our risk sharing arrangements. For each underwriting year of business, these costs are amortized to income in proportion to estimated gross profits over the estimated life of the policies. We utilize anticipated investment income in our calculation. This includes accruing interest on the unamortized balance of DAC. The estimates for each underwriting year are reviewed quarterly and updated when necessary to reflect actual experience and any changes to key variables such as persistency or loss development. If a premium deficiency exists, we reduce the related DAC by the amount of the deficiency or to zero through a charge to current period earnings. If the deficiency is more than the related DAC balance, we then establish a premium deficiency reserve equal to the excess, by means of a charge to current period earnings.

## **Loss Reserves**

Reserves are established for reported insurance losses and loss adjustment expenses based on when we receive notices of default on insured mortgage loans. For reporting purposes, we consider a loan in default when it is two or more payments past due. Reserves are also established for estimated losses incurred on notices of default not yet reported to us. Even though the accounting standard, Accounting Standards Codification ("ASC") 944, regarding accounting and reporting by insurance entities specifically excludes mortgage insurance from its guidance relating to loss reserves, we establish loss reserves using the general principles contained in the insurance standard. However, consistent with industry standards for mortgage insurers, we do not establish loss reserves for future claims on insured loans which are not currently in default. Loss reserves are established by estimating the number of loans in our inventory of delinquent loans that will result in a claim payment, which is referred to as the claim rate, and further estimating the amount of the claim payment, which is referred to as claim severity. Our loss estimates are established based upon historical experience, including rescission and loan modification activity. Adjustments to reserve estimates are reflected in the financial statements in the years in which the adjustments are made. The liability for reinsurance assumed is based on information provided by the ceding companies.

The incurred but not reported ("IBNR") reserves result from defaults occurring prior to the close of an accounting period, but which have not been reported to us. Consistent with reserves for reported defaults, IBNR reserves are established using estimated claim rates and claim amounts for the estimated number of defaults not reported.

Reserves also provide for the estimated costs of settling claims, including legal and other expenses and general expenses of administering the claims settlement process. Reserves are also ceded to reinsurers under our risk sharing arrangements. (See Note 9 – "Loss Reserves" and Note 11 – "Reinsurance.")

## **Premium Deficiency Reserve**

After our loss reserves are initially established, we perform premium deficiency tests using our best estimate assumptions as of the testing date. Premium deficiency reserves are established, if necessary, when the present value of expected future losses and expenses exceeds the present value of expected future premium and already established reserves. The discount rate used in the calculation of the premium deficiency reserve was based upon our pre-tax investment yield at year-end. Products are grouped for premium deficiency purposes based on similarities in the way the products are acquired, serviced and measured for profitability.

Calculations of premium deficiency reserves require the use of significant judgments and estimates to determine the present value of future premium and present value of expected losses and expenses on our business. The present value of future premium relies on, among other factors, assumptions about persistency and repayment patterns on underlying loans. The present value of expected losses and expenses depends on assumptions relating to severity of claims and claim rates on current defaults, and expected defaults in future periods. These assumptions also include an estimate of expected rescission activity. Assumptions used in calculating the deficiency reserves can be affected by volatility in the current housing and mortgage lending industries and these effects could be material. To the extent premium patterns and actual loss experience differ from the assumptions used in calculating the premium deficiency reserves, the differences between the actual results and our estimate will affect future period earnings. (See Note 10 - "Premium Deficiency Reserve.")

## **Revenue Recognition**

We write policies which are guaranteed renewable contracts at the insured's option on a single, annual or monthly premium basis. We have no ability to reunderwrite or reprice these contracts. Premiums on a single premium basis and an annual premium basis are initially deferred as unearned premium reserve and earned over the policy term. Premiums written on policies covering more than one year are amortized over the policy life in accordance with the expiration of risk which is the anticipated incurred loss pattern based on historical experience. Premiums written on annual policies are earned on a monthly pro rata basis. Premiums written on monthly policies are earned as coverage is provided. When a policy is cancelled, all premium that is non-refundable is immediately earned. Any refundable premium is returned to the lender. Cancellations also include rescissions and policies cancelled due to claim payment. When a policy is rescinded, all previously collected premium is returned to the lender and when a claim is paid we return any premium received since the date of default. The liability associated with our estimate of premium to be returned is accrued for separately and separate components of this liability are included in "Other liabilities" and "Premium deficiency reserves" on our consolidated balance sheet. Changes in these liabilities affect premiums written and earned and change in premium deficiency reserve, respectively. The actual return of premium for all periods affects premiums written and earned. Policy cancellations also lower the persistency rate which is a variable used in calculating the rate of amortization of deferred insurance policy acquisition costs.

Fee income of our non-insurance subsidiaries is earned and recognized as the services are provided and the customer is obligated to pay. Fee income consists primarily of contract underwriting and related fee-based services provided to lenders and is included in "Other revenue" on the statement of operations.

## **Income Taxes**

Deferred income taxes are provided under the liability method, which recognizes the future tax effects of temporary differences between amounts reported in the financial statements and the tax bases of these items. The expected tax effects are computed at the current federal tax rate. We review the need to establish a deferred tax asset valuation allowance on a quarterly basis. We analyze several factors, among which are the severity and frequency of operating losses, our capacity for the carryback or carryforward of any losses, the existence and current level of taxable operating income, the expected occurrence of future income or loss and available tax planning strategies. As discussed in Note 14 - "Income Taxes," we continue to reduce our benefit from income tax through the recognition of a valuation allowance.

We provide for uncertain tax positions and the related interest and penalties based on our assessment of whether a tax benefit is more likely than not to be sustained under any examination by taxing authorities.

### **Benefit Plans**

We have a non-contributory defined benefit pension plan covering substantially all employees, as well as a supplemental executive retirement plan. Retirement benefits are based on compensation and years of service. We recognize these retirement benefit costs over the period during which employees render the service that qualifies them for benefits. Our policy is to fund pension cost as required under the Employee Retirement Income Security Act of 1974.

We offer both medical and dental benefits for retired domestic employees, their eligible spouses and dependents until the retiree reaches the age of 65. Under the plan retirees pay a premium for these benefits. We accrue the estimated costs of retiree medical and dental benefits over the period during which employees render the service that qualifies them for benefits. (See Note 13 – “Benefit Plans.”)

### **Reinsurance**

Loss reserves and unearned premiums are reported before taking credit for amounts ceded under reinsurance agreements. Ceded loss reserves are reflected as “Reinsurance recoverable on loss reserves.” Ceded unearned premiums are reflected as “Prepaid reinsurance premiums.” Amounts due from reinsurers on paid claims are reflected as “Reinsurance recoverable on paid losses.” Ceded premiums payable are included in “Other liabilities.” Any profit commissions are included with “Premiums written – Ceded” and any ceding commissions are included with “Other underwriting and operating expenses, net.” We remain liable for all reinsurance ceded. (See Note 11 – “Reinsurance.”)

### **Foreign Currency Translation**

Assets and liabilities denominated in a foreign currency are translated at the year-end exchange rates. Operating results are translated at average rates of exchange prevailing during the year. Unrealized gains and losses, net of deferred taxes, resulting from translation are included in accumulated other comprehensive income in stockholders’ equity. Gains and losses resulting from transactions in a foreign currency are recorded in current period net income at the rate on the transaction date.

### **Share-Based Compensation**

We have certain share-based compensation plans. Under the fair value method, compensation cost is measured at the grant date based on the fair value of the award and is recognized over the service period which generally corresponds to the vesting period. The fair value of awards classified as liabilities is remeasured at each reporting period until the award is settled. Awards under our plans generally vest over periods ranging from one to three years. (See Note 18 – “Share-based Compensation Plans.”)

**Earnings per Share**

Our basic EPS is based on the weighted average number of common shares outstanding, which excludes participating securities (with non-forfeitable rights to dividends) of 0.1 million, 1.1 million and 1.1 million, respectively, for the years ended December 31, 2013, 2012 and 2011 because they were anti-dilutive due to our reported net loss. Typically, diluted EPS is based on the weighted average number of common shares outstanding plus common stock equivalents which include certain stock awards, stock options and the dilutive effect of our convertible debt. In accordance with accounting guidance, if we report a net loss from continuing operations, then our diluted EPS is computed in the same manner as the basic EPS. In addition, if any common stock equivalents are anti-dilutive they are always excluded from the calculation. The following is a reconciliation of the weighted average number of shares; for the years ended December 31, 2013, 2012 and 2011, common stock equivalents of 114.3 million, 61.7 million and 55.6 million, respectively, were not included because they were anti-dilutive.

	Years Ended December 31,		
	2013	2012	2011
	(In thousands, except per share data)		
Basic loss per share:			
Average common shares outstanding	311,754	201,892	201,019
Net loss	\$ (49,848)	\$ (927,079)	\$ (485,892)
Basic loss per share	<u>\$ (0.16)</u>	<u>\$ (4.59)</u>	<u>\$ (2.42)</u>
Diluted loss per share:			
Weighted-average shares - Basic	311,754	201,892	201,019
Common stock equivalents	<u>-</u>	<u>-</u>	<u>-</u>
Weighted-average shares - Diluted	311,754	201,892	201,019
Net loss	<u>\$ (49,848)</u>	<u>\$ (927,079)</u>	<u>\$ (485,892)</u>
Diluted loss per share	<u>\$ (0.16)</u>	<u>\$ (4.59)</u>	<u>\$ (2.42)</u>

**4. New Accounting Policies**

In June 2011, as amended in December 2011, new guidance was issued requiring entities to present net income and other comprehensive income in either a single continuous statement or in two separate, but consecutive, statements of net income and other comprehensive income. The option to present items of other comprehensive income in the statement of changes in equity was eliminated. Our disclosures reflected the requirements of this new guidance beginning with the first quarter of 2012. Other provisions of this guidance regarding reclassifications out of other comprehensive income were finalized in February 2013. Our disclosures reflect the requirements of this additional guidance beginning with the first quarter of 2013.

In July 2013, the FASB issued an update to the accounting standard regarding income taxes. This update provides guidance concerning the balance sheet presentation of an unrecognized tax benefit when a net operating loss carryforward or a tax credit carryforward (the "Carryforwards") is available. This accounting standard requires an entity to net its liability related to unrecognized tax benefits against the related deferred tax assets for the Carryforwards. A gross presentation will be required when the Carryforwards are not available under the tax law of the applicable jurisdiction or when the Carryforwards would not be used by the entity to settle any additional income taxes resulting from disallowance of the uncertain tax position. This update is effective for fiscal years and interim periods within such years beginning after December 15, 2013. This new guidance will have no impact on our consolidated financial statements and disclosures.

## **5. Related Party Transactions**

There were no related party transactions during 2013, 2012 or 2011.

## 6. Investments

The amortized cost, gross unrealized gains and losses and fair value of the investment portfolio at December 31, 2013 and 2012 are shown below.

<u>December 31, 2013</u>	<u>Amortized Cost</u>	<u>Gross Unrealized Gains</u>	<u>Gross Unrealized Losses (1)</u>	<u>Fair Value</u>
	(In thousands)			
U.S. Treasury securities and obligations of U.S. government corporations and agencies	\$ 663,642	\$ 1,469	\$ (25,521)	\$ 639,590
Obligations of U.S. states and political subdivisions	932,922	5,865	(17,420)	921,367
Corporate debt securities	2,190,095	6,313	(24,993)	2,171,415
Asset-backed securities	399,839	1,100	(453)	400,486
Residential mortgage-backed securities	383,368	146	(24,977)	358,537
Commercial mortgage-backed securities	277,920	131	(6,668)	271,383
Collateralized loan obligations	61,337	-	(1,042)	60,295
Debt securities issued by foreign sovereign governments	39,420	1,722	(290)	40,852
Total debt securities	<u>4,948,543</u>	<u>16,746</u>	<u>(101,364)</u>	<u>4,863,925</u>
Equity securities	<u>2,908</u>	<u>9</u>	<u>(23)</u>	<u>2,894</u>
Total investment portfolio	<u>\$ 4,951,451</u>	<u>\$ 16,755</u>	<u>\$ (101,387)</u>	<u>\$ 4,866,819</u>
	<u>Amortized Cost</u>	<u>Gross Unrealized Gains</u>	<u>Gross Unrealized Losses (1)</u>	<u>Fair Value</u>
	(In thousands)			
<u>December 31, 2012</u>				
U.S. Treasury securities and obligations of U.S. government corporations and agencies	\$ 863,282	\$ 3,040	\$ (71)	\$ 866,251
Obligations of U.S. states and political subdivisions	795,935	16,965	(506)	812,394
Corporate debt securities	1,469,844	13,813	(2,716)	1,480,941
Asset-backed securities	322,802	1,657	(23)	324,436
Residential mortgage-backed securities	451,352	871	(1,314)	450,909
Commercial mortgage-backed securities	150,232	524	(414)	150,342
Debt securities issued by foreign sovereign governments	132,490	9,784	(208)	142,066
Total debt securities	<u>4,185,937</u>	<u>46,654</u>	<u>(5,252)</u>	<u>4,227,339</u>
Equity securities	<u>2,797</u>	<u>139</u>	<u>-</u>	<u>2,936</u>
Total investment portfolio	<u>\$ 4,188,734</u>	<u>\$ 46,793</u>	<u>\$ (5,252)</u>	<u>\$ 4,230,275</u>

(1) There were no other-than-temporary impairment losses recorded in other comprehensive income at December 31, 2013 and 2012.

Our foreign investments primarily consist of the investment portfolio supporting our Australian domiciled subsidiary. In December 2013, our Australian subsidiary liquidated a portion of its investment portfolio and repatriated, with regulatory approval, \$89.5 million to its parent MGIC. The remaining portfolio is comprised of Australian government and semi government securities, representing 84% of the market value of our foreign investments with the remaining 11% invested in corporate securities and 5% in cash equivalents. Seventy-eight percent of the Australian portfolio is rated AAA, by one or more of Moody's, Standard & Poor's and Fitch Ratings, and the remaining 22% is rated AA. At December 31, 2013 the equity value in our Australian operations was approximately \$46 million.

The amortized cost and fair values of debt securities at December 31, 2013, by contractual maturity, are shown below. Expected maturities will differ from contractual maturities because borrowers may have the right to call or prepay obligations with or without call or prepayment penalties. Because most asset-backed and mortgage-backed securities and collateralized loan obligations provide for periodic payments throughout their lives, they are listed below in separate categories.

<u>December 31, 2013</u>	<u>Amortized Cost</u>	<u>Fair Value</u>
	(In thousands)	
Due in one year or less	\$ 739,401	\$ 740,155
Due after one year through five years	1,800,785	1,800,866
Due after five years through ten years	809,680	781,170
Due after ten years	476,213	451,033
	<u>3,826,079</u>	<u>3,773,224</u>
Asset-backed securities	399,839	400,486
Residential mortgage-backed securities	383,368	358,537
Commercial mortgage-backed securities	277,920	271,383
Collateralized loan obligations	61,337	60,295
	<u>6,248,443</u>	<u>6,234,925</u>
Total at December 31, 2013	<u>\$ 4,948,543</u>	<u>\$ 4,863,925</u>

At December 31, 2013 and 2012, the investment portfolio had gross unrealized losses of \$101.4 million and \$5.3 million, respectively. For those securities in an unrealized loss position, the length of time the securities were in such a position, as measured by their month-end fair values, is as follows:

	Less Than 12 Months		12 Months or Greater		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
(In thousands)						
<b>December 31, 2013</b>						
U.S. Treasury securities and obligations of U.S. government corporations and agencies	\$ 465,975	\$ 24,980	\$ 4,103	\$ 541	\$ 470,078	\$ 25,521
Obligations of U.S. states and political subdivisions	503,967	17,370	4,226	50	508,193	17,420
Corporate debt securities	1,238,211	20,371	81,593	4,622	1,319,804	24,993
Asset-backed securities	126,991	387	7,114	66	134,105	453
Residential mortgage-backed securities	91,534	3,886	265,827	21,091	357,361	24,977
Commercial mortgage-backed securities	192,440	6,239	43,095	429	235,535	6,668
Collateralized loan obligations	60,295	1,042	-	-	60,295	1,042
Debt securities issued by foreign sovereign governments	7,203	290	-	-	7,203	290
Equity securities	1,012	18	75	5	1,087	23
<b>Total investment portfolio</b>	<b>\$ 2,687,628</b>	<b>\$ 74,583</b>	<b>\$ 406,033</b>	<b>\$ 26,804</b>	<b>\$ 3,093,661</b>	<b>\$ 101,387</b>

	Less Than 12 Months		12 Months or Greater		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
(In thousands)						
<b>December 31, 2012</b>						
U.S. Treasury securities and obligations of U.S. government corporations and agencies	\$ 24,094	\$ 71	\$ -	\$ -	\$ 24,094	\$ 71
Obligations of U.S. states and political subdivisions	156,111	505	1,006	1	157,117	506
Corporate debt securities	280,765	2,714	3,353	2	284,118	2,716
Asset-backed securities	29,675	23	-	-	29,675	23
Residential mortgage-backed securities	315,000	982	19,939	332	334,939	1,314
Commercial mortgage-backed securities	72,689	414	-	-	72,689	414
Debt securities issued by foreign sovereign governments	14,695	208	-	-	14,695	208
<b>Total investment portfolio</b>	<b>\$ 893,029</b>	<b>\$ 4,917</b>	<b>\$ 24,298</b>	<b>\$ 335</b>	<b>\$ 917,327</b>	<b>\$ 5,252</b>

The unrealized losses in all categories of our investments at December 31, 2013 were primarily caused by the difference in interest rates at December 31, 2013 compared to interest rates at the time of purchase. At December 31, 2013, the weighted average fair value as a percent of amortized cost of the securities in an unrealized loss position was 97% and 50% of the securities in an unrealized loss position were backed by the U.S. Government. At December 31, 2012, the securities in an unrealized loss position were primarily corporate debt securities.

During 2013 we recognized other-than-temporary impairment (“OTTI”) losses in earnings of \$0.3 million. During 2012 we recognized OTTI losses in earnings of \$2.3 million, related to impairments on certain auction rate securities, some of which were previously impaired in 2011. During 2011 we recognized OTTI losses in earnings of \$0.7 million.

For the years ended December 31, 2013 and 2012, there were no credit losses recognized in earnings for which a portion of an OTTI loss was recognized in accumulated other comprehensive income (loss).

Net investment income is comprised of the following:

	<u>2013</u>	<u>2012</u>	<u>2011</u>
		(In thousands)	
Fixed maturities	\$ 82,168	\$ 122,886	\$ 202,301
Equity securities	229	200	330
Cash equivalents	353	333	496
Other	<u>675</u>	<u>782</u>	<u>926</u>
Investment income	83,425	124,201	204,053
Investment expenses	<u>(2,686)</u>	<u>(2,561)</u>	<u>(2,783)</u>
Net investment income	<u>\$ 80,739</u>	<u>\$ 121,640</u>	<u>\$ 201,270</u>

The net realized investment gains (losses), including impairment losses, and change in net unrealized appreciation (depreciation) of investments are as follows:

	<u>2013</u>	<u>2012</u>	<u>2011</u>
	(In thousands)		
Net realized investment gains (losses) on investments:			
Fixed maturities	\$ 3,274	\$ 195,652	\$ 142,284
Equity securities	1,068	487	330
Other	<u>1,389</u>	<u>(730)</u>	<u>101</u>
Total net realized investment gains	<u>\$ 5,731</u>	<u>\$ 195,409</u>	<u>\$ 142,715</u>
Change in net unrealized appreciation (depreciation):			
Fixed maturities	\$ (126,020)	\$ (78,604)	\$ 31,576
Equity securities	(153)	58	86
Other	-	-	-
Total change in net unrealized appreciation (depreciation)	<u>\$ (126,173)</u>	<u>\$ (78,546)</u>	<u>\$ 31,662</u>

The gross realized gains, gross realized losses and impairment losses are as follows:

	<u>2013</u>	<u>2012</u>	<u>2011</u>
	(In thousands)		
Gross realized gains	\$ 11,043	\$ 213,827	\$ 158,659
Gross realized losses	(4,984)	(16,108)	(15,229)
Impairment losses	<u>(328)</u>	<u>(2,310)</u>	<u>(715)</u>
Net realized gains on securities	<u>\$ 5,731</u>	<u>\$ 195,409</u>	<u>\$ 142,715</u>

We had \$20.3 million and \$21.4 million of investments on deposit with various states at December 31, 2013 and 2012, respectively, due to regulatory requirements of those state insurance departments.

## 7. Fair Value Measurements

Fair value measurements for items measured at fair value included the following as of December 31, 2013 and 2012:

	Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
	(In thousands)			
<u>December 31, 2013</u>				
U.S. Treasury securities and obligations of U.S. government corporations and agencies	\$ 639,590	\$ 639,590	\$ -	\$ -
Obligations of U.S. states and political subdivisions	921,367	-	918,944	2,423
Corporate debt securities	2,171,415	-	2,171,415	-
Asset-backed securities	400,486	-	400,486	-
Residential mortgage-backed securities	358,537	-	358,537	-
Commercial mortgage-backed securities	271,383	-	271,383	-
Collateralized loan obligations	60,295	-	60,295	-
Debt securities issued by foreign sovereign governments	40,852	40,852	-	-
Total debt securities	4,863,925	680,442	4,181,060	2,423
Equity securities	2,894	2,573	-	321
Total investments	\$ 4,866,819	\$ 683,015	\$ 4,181,060	\$ 2,744
Real estate acquired (1)	\$ 13,280	\$ -	\$ -	\$ 13,280

(1) Real estate acquired through claim settlement, which is held for sale, is reported in Other Assets on the consolidated balance sheet.

	Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
	(In thousands)			
<u>December 31, 2012</u>				
U.S. Treasury securities and obligations of U.S. government corporations and agencies	\$ 866,251	\$ 866,251	\$ -	\$ -
Obligations of U.S. states and political subdivisions	812,394	-	809,264	3,130
Corporate debt securities	1,480,941	-	1,463,827	17,114
Asset-backed securities	324,436	-	324,436	-
Residential mortgage-backed securities	450,909	-	450,909	-
Commercial mortgage-backed securities	150,342	-	150,342	-
Debt securities issued by foreign sovereign governments	142,066	142,066	-	-
Total debt securities	4,227,339	1,008,317	3,198,778	20,244
Equity securities	2,936	2,615	-	321
Total investments	\$ 4,230,275	\$ 1,010,932	\$ 3,198,778	\$ 20,565
Real estate acquired (1)	\$ 3,463	\$ -	\$ -	\$ 3,463

(1) Real estate acquired through claim settlement, which is held for sale, is reported in Other Assets on the consolidated balance sheet.

There were no transfers of securities between Level 1 and Level 2 during 2013 or 2012.

For assets and liabilities measured at fair value using significant unobservable inputs (Level 3), a reconciliation of the beginning and ending balances for the years ended December 31, 2013 and 2012 is as follows:

	Obligations of U.S. States and Political Subdivisions	Corporate Debt Securities	Equity Securities (In thousands)	Total Investments	Real Estate Acquired
Balance at December 31, 2012	\$ 3,130	\$ 17,114	\$ 321	\$ 20,565	\$ 3,463
Total realized/unrealized gains (losses):					
Included in earnings and reported as realized investment gains (losses), net	-	(225)	-	(225)	-
Included in earnings and reported as losses incurred, net	-	-	-	-	(4,959)
Purchases	30	-	-	30	39,188
Sales	(737)	(16,889)	-	(17,626)	(24,412)
Transfers into Level 3	-	-	-	-	-
Transfers out of Level 3	-	-	-	-	-
Balance at December 31, 2013	<u>\$ 2,423</u>	<u>\$ -</u>	<u>\$ 321</u>	<u>\$ 2,744</u>	<u>\$ 13,280</u>
Amount of total losses included in earnings for the year ended December 31, 2013 attributable to the change in unrealized losses on assets still held at December 31, 2013	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

	Obligations of U.S. States and Political Subdivisions	Corporate Debt Securities	Equity Securities (In thousands)	Total Investments	Real Estate Acquired
Balance at December 31, 2011	\$ 114,226	\$ 60,228	\$ 321	\$ 174,775	\$ 1,621
Total realized/unrealized gains (losses):					
Included in earnings and reported as realized investment gains (losses), net	(8,669)	(3,129)	-	(11,798)	-
Included in earnings and reported as net impairment losses recognized in earnings	-	(2,310)	-	(2,310)	-
Included in earnings and reported as losses incurred, net	-	-	-	-	(1,126)
Included in other comprehensive income	5,630	733	-	6,363	-
Purchases	27	-	-	27	11,991
Sales	(108,084)	(38,408)	-	(146,492)	(9,023)
Transfers into Level 3	-	-	-	-	-
Transfers out of Level 3	-	-	-	-	-
Balance at December 31, 2012	<u>\$ 3,130</u>	<u>\$ 17,114</u>	<u>\$ 321</u>	<u>\$ 20,565</u>	<u>\$ 3,463</u>
Amount of total losses included in earnings for the year ended December 31, 2012 attributable to the change in unrealized losses on assets still held at December 31, 2012	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

	Obligations of U.S. States and Political Subdivisions	Corporate Debt Securities	Equity Securities (In thousands)	Total Investments	Real Estate Acquired
Balance at December 31, 2010	\$ 295,690	\$ 70,053	\$ 321	\$ 366,064	\$ 6,220
Total realized/unrealized gains (losses):					
Included in earnings and reported as realized investment gains (losses), net	(7,883)	200	-	(7,683)	-
Included in earnings and reported as net impairment losses recognized in earnings	-	(662)	-	(662)	-
Included in earnings and reported as losses incurred, net	-	-	-	-	(371)
Included in other comprehensive income	6,894	637	-	7,531	-
Purchases	-	-	-	-	5,279
Sales	(180,475)	(10,000)	-	(190,475)	(9,507)
Transfers into Level 3	-	-	-	-	-
Transfers out of Level 3	-	-	-	-	-
Balance at December 31, 2011	<u>\$ 114,226</u>	<u>\$ 60,228</u>	<u>\$ 321</u>	<u>\$ 174,775</u>	<u>\$ 1,621</u>
Amount of total losses included in earnings for the year ended December 31, 2011 attributable to the change in unrealized losses on assets still held at December 31, 2011	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Additional fair value disclosures related to our investment portfolio are included in Note 6 – “Investments.” Fair value disclosures related to our debt are included in Note 8 – “Debt.”

## 8. Debt

### 5.375% Senior Notes – due November 2015

At December 31, 2013 and 2012 we had outstanding \$82.9 million and \$100.1 million, respectively, of 5.375% Senior Notes due in November 2015. During the second quarter of 2013 we repurchased \$17.2 million of those Senior Notes at par value. In addition, in February 2014, we repurchased an additional \$20.9 million in par value at a cost slightly above par. Covenants in the Senior Notes include the requirement that there be no liens on the stock of the designated subsidiaries unless the Senior Notes are equally and ratably secured; that there be no disposition of the stock of designated subsidiaries unless all of the stock is disposed of for consideration equal to the fair market value of the stock; and that we and the designated subsidiaries preserve our corporate existence, rights and franchises unless we or any such subsidiary determines that such preservation is no longer necessary in the conduct of its business and that the loss thereof is not disadvantageous to the Senior Notes. A designated subsidiary is any of our consolidated subsidiaries which has shareholders’ equity of at least 15% of our consolidated shareholders’ equity. We were in compliance with all covenants at December 31, 2013.

If we fail to meet any of the covenants of the Senior Notes; there is a failure to pay when due at maturity, or a default results in the acceleration of maturity of, any of our other debt in an aggregate amount of \$40 million or more; or we fail to make a payment of principal on the Senior Notes when due or a payment of interest on the Senior Notes within thirty days after due and we are not successful in obtaining an agreement from holders of a majority of the Senior Notes to change (or waive) the applicable requirement or payment default, then the holders of 25% or more of our Senior Notes would have the right to accelerate the maturity of those notes. In addition, the trustee of the Senior Notes could, independent of any action by holders of Senior Notes, accelerate the maturity of the Senior Notes. The amounts we owe under the Senior Notes would also be accelerated upon certain bankruptcy or insolvency-related events involving our holding company, including certain events involving the appointment of a custodian, receiver, liquidator, assignee, trustee or other similar official (collectively, an "Insolvency Official") of our holding company or any substantial part of its property or the consent of our holding company to such an appointment. The description above is not intended to be complete in all respects. Moreover, the description is qualified in its entirety by the terms of the notes, which are contained in the Indenture, dated as of October 15, 2000, between us and U.S. Bank, National Association, as trustee, and in an Officer's Certificate dated as of October 4, 2005, which specifies the interest rate, maturity date and other terms of the Senior Notes.

Interest payments on the Senior Notes were \$5.1 million and \$7.4 million for the years ended December 31, 2013 and 2012, respectively.

#### 5% Convertible Senior Notes – due May 2017

At December 31, 2013 and 2012 we had outstanding \$345 million principal amount of 5% Convertible Senior Notes due in May 2017. Interest on the 5% Notes is payable semi-annually in arrears on May 1 and November 1 of each year. The 5% Notes will mature on May 1, 2017. Covenants in the 5% Notes include a requirement to notify holders in advance of certain events and that we and the designated subsidiaries (defined above) preserve our corporate existence, rights and franchises unless we or any such subsidiary determines that such preservation is no longer necessary in the conduct of its business and that the loss thereof is not disadvantageous to the 5% Notes.

If an "event of default" under the 5% Notes occurs, including if: we fail to meet any of the covenants of the 5% Notes and such failure continues for 60 days after we receive notice from holders of 25% or more of the 5% Notes; there is a failure to pay when due at maturity or otherwise, or a default under any of our other debt results in the acceleration of maturity of, any of our other debt in an aggregate amount of \$40 million or more; a final judgment for the payment of \$40 million or more (excluding any amounts covered by insurance) is rendered against us or any of our subsidiaries which judgment is not discharged or stayed within certain time limits; or we fail to make a payment of principal on the 5% Notes when due or a payment of interest on the 5% Notes within thirty days after due and we are not successful in obtaining an agreement from holders of a majority of the 5% Notes to change (or waive) the applicable requirement or payment default, then the holders of 25% or more of the 5% Notes would have the right to accelerate the maturity of those notes. In addition, the trustee of the 5% Notes could, independent of any action by holders, accelerate the maturity of the 5% Notes if an "event of default" occurs. The amounts we owe under the 5% Notes would also be accelerated upon certain bankruptcy or insolvency-related events involving our holding company or a Significant Subsidiary, including the failure to have dismissed or stayed a petition seeking relief under bankruptcy or insolvency laws or the consent of our holding company or a Significant Subsidiary to the appointment of an Insolvency Official for all or substantially all of their respective property. "Significant Subsidiary" is defined in Regulation S-X under the Securities Act of 1933.

The 5% Notes are convertible, at the holder's option, at an initial conversion rate, which is subject to adjustment, of 74.4186 shares per \$1,000 principal amount at any time prior to the maturity date. This represents an initial conversion price of approximately \$13.44 per share. These 5% Notes will be equal in right of payment to our other senior debt, discussed above, and will be senior in right of payment to our existing Convertible Junior Debentures, discussed below. Debt issuance costs are being amortized to interest expense over the contractual life of the 5% Notes. The provisions of the 5% Notes are complex. The description above is not intended to be complete in all respects. Moreover, that description is qualified in its entirety by the terms of the notes, which are contained in the Supplemental Indenture, dated as of April 26, 2010, between us and U.S. Bank National Association, as trustee, and the Indenture dated as of October 15, 2000, between us and the trustee.

Interest payments on the 5% Notes were \$17.3 million in each of the years ended December 31, 2013 and 2012.

#### 2% Convertible Senior Notes – due April 2020

At December 31, 2013, we had outstanding \$500 million principal amount of 2% Convertible Senior Notes due in 2020 which we issued in March 2013. We received net proceeds of approximately \$484.6 million after deducting underwriting discount and offering expenses. See Note 15 – “Shareholders’ Equity” for information regarding the use of such proceeds. Interest on the 2% Notes is payable semi-annually in arrears on April 1 and October 1 of each year. The 2% Notes will mature on April 1, 2020, unless earlier repurchased by us or converted. Subject to certain limitations the 2% Notes are convertible at the holder's option at an initial conversion rate, which is subject to adjustment, of 143.8332 shares per \$1,000 principal amount. This represents an initial conversion price of approximately \$6.95 per share. Before January 1, 2020, conversions may only occur under certain circumstances, including upon redemption of the 2% Notes. On or after January 1, 2020, holders may convert their notes at any time. These 2% Notes will be equal in right of payment to our other senior debt and will be senior in right of payment to our existing Convertible Junior Debentures. Debt issuance costs will be amortized to interest expense over the contractual life of the 2% Notes. Prior to April 10, 2017, the notes will not be redeemable. On any business day on or after April 10, 2017 we may redeem for cash all or part of the notes, at our option, at a redemption price equal to 100% of the principal amount of the notes being redeemed, plus any accrued and unpaid interest, if the closing sale price of our common stock exceeds 130% of the then prevailing conversion price of the notes for at least 20 of the 30 trading days preceding notice of the redemption.

Covenants in the 2% Notes include a requirement to notify holders in advance of certain events and that we and the designated subsidiaries (defined above) preserve our corporate existence, rights and franchises unless we or any such subsidiary determines that such preservation is no longer necessary in the conduct of its business and that the loss thereof is not disadvantageous to the 2% Notes.

If an “event of default” under the 2% Notes occurs, including if: we fail to meet any of the covenants of the 2% Notes and such failure continues for 60 days after we receive notice from holders of 25% or more of the 2% Notes; there is a failure to pay when due at maturity or otherwise, or a default under any of our other debt results in the acceleration of maturity of, any of our other debt in an aggregate amount of \$40 million or more; a final judgment for the payment of \$40 million or more (excluding any amounts covered by insurance) is rendered against us or any of our subsidiaries which judgment is not discharged or stayed within certain time limits; or we fail to make a payment of principal on the 2% Notes when due or a payment of interest on the 2% Notes within thirty days after due and we are not successful in obtaining an agreement from holders of a majority of the 2% Notes to change (or waive) the applicable requirement or payment default, then the holders of 25% or more of the 2% Notes would have the right to accelerate the maturity of those notes. In addition, the trustee of the 2% Notes could, independent of any action by holders, accelerate the maturity of the 2% Notes if an “event of default” occurs. The amounts we owe under the 2% Notes would also be accelerated upon certain bankruptcy or insolvency-related events involving our holding company or a Significant Subsidiary, including the failure to have dismissed or stayed a petition seeking relief under bankruptcy or insolvency laws or the consent of our holding company or a Significant Subsidiary to the appointment of an Insolvency Official for all or substantially all of their respective property.

The provisions of the 2% Notes are complex. The description above is not intended to be complete in all respects. Moreover, that description is qualified in its entirety by the terms of the notes, which are contained in the Second Supplemental Indenture, dated March 12, 2013, between us and U.S. Bank National Association, as trustee, and the Indenture dated as of October 15, 2000, between us and the trustee.

Interest payments on the 2% Notes were \$5.5 million for the year ended December 31, 2013.

#### 9% Convertible Junior Subordinated Debentures – due April 2063

At December 31, 2013 and 2012 we had outstanding \$389.5 million principal amount of 9% Convertible Junior Subordinated Debentures due in 2063 (the “debentures”). At December 31, 2012 the amortized value of the principal amount of the debentures is reflected as a liability on our consolidated balance sheet of \$379.6 million, with the unamortized discount reflected in equity. Beginning March 31, 2013, including at December 31, 2013, the full principal amount of the debentures was reflected as a liability on our consolidated balance sheet. The debentures rank junior to all of our existing and future senior indebtedness.

Violations of the covenants under the Indenture governing the debentures, including covenants to provide certain documents to the trustee, are not events of default under the Indenture and would not allow the acceleration of amounts that we owe under the debentures. Similarly, events of default under, or acceleration of, any of our other obligations, including those described above, would not allow the acceleration of amounts that we owe under the debentures. However, if we fail to pay principal or interest when due under the debentures, then the holders of 25% or more of the debentures would have the right to accelerate the maturity of them. In addition, the trustee of the debentures could, independent of any action by holders, accelerate the maturity of the debentures. The amounts we owe under the Convertible Junior Subordinated Debentures would also be accelerated upon certain bankruptcy or insolvency-related events involving our holding company, including the appointment of a custodian of it or any substantial part of its properties.

Interest on the debentures is payable semi-annually in arrears on April 1 and October 1 of each year. As long as no event of default with respect to the debentures has occurred and is continuing, we may defer interest, under an optional deferral provision, for one or more consecutive interest periods up to ten years without giving rise to an event of default. Deferred interest will accrue additional interest at the rate then applicable to the debentures. During an optional deferral period we may not pay or declare dividends on our common stock.

Interest on the debentures that would have been payable on the scheduled interest payment date of October 1, 2012 had been deferred. During the deferral period the deferred interest continued to accrue and compound semi-annually at an annual rate of 9%.

On April 1, 2013 we paid the deferred interest payment, including the compound interest. The interest payment, totaling approximately \$18.3 million, was made from the net proceeds of our March 2013 common stock offering. We also paid the regular April 1, 2013 interest payment due on the debentures of approximately \$17.5 million, and we remain current on all interest payments due. We continue to have the right to defer interest that is payable on subsequent scheduled interest payment dates. Any deferral of such interest would be on terms equivalent to those described above.

When interest on the debentures is deferred, we are required, not later than a specified time, to use reasonable commercial efforts to begin selling qualifying securities to persons who are not our affiliates. The specified time is one business day after we pay interest on the debentures that was not deferred, or if earlier, the fifth anniversary of the scheduled interest payment date on which the deferral started. Qualifying securities are common stock, certain warrants and certain non-cumulative perpetual preferred stock. The requirement to use such efforts to sell such securities is called the Alternative Payment Mechanism.

The net proceeds of Alternative Payment Mechanism sales are to be applied to the payment of deferred interest, including the compound portion. We cannot pay deferred interest other than from the net proceeds of Alternative Payment Mechanism sales, except at the final maturity of the debentures or at the tenth anniversary of the start of the interest deferral. The Alternative Payment Mechanism does not require us to sell common stock or warrants before the fifth anniversary of the interest payment date on which that deferral started if the net proceeds (counting any net proceeds of those securities previously sold under the Alternative Payment Mechanism) would exceed the 2% cap. The 2% cap is 2% of the average closing price of our common stock times the number of our outstanding shares of common stock. The average price is determined over a specified period ending before the issuance of the common stock or warrants being sold, and the number of outstanding shares is determined as of the date of our most recent publicly released financial statements.

We are not required to issue under the Alternative Payment Mechanism a total of more than 10 million shares of common stock, including shares underlying qualifying warrants. In addition, we may not issue under the Alternative Payment Mechanism qualifying preferred stock if the total net proceeds of all issuances would exceed 25% of the aggregate principal amount of the debentures.

The Alternative Payment Mechanism does not apply during any period between scheduled interest payment dates if there is a “market disruption event” that occurs over a specified portion of such period. Market disruption events include any material adverse change in domestic or international economic or financial conditions.

The provisions of the debentures are complex. The description above is not intended to be complete in all respects. Moreover, that description is qualified in its entirety by the terms of the debentures, which are contained in the Indenture, dated as of March 28, 2008, between us and U.S. Bank National Association, as trustee.

We may redeem the debentures in whole or in part from time to time, at our option, at a redemption price equal to 100% of the principal amount of the debentures being redeemed, plus any accrued and unpaid interest, if the closing sale price of our common stock exceeds 130% of the then prevailing conversion price of the debentures for at least 20 of the 30 trading days preceding notice of the redemption.

The debentures are currently convertible, at the holder's option, at an initial conversion rate, which is subject to adjustment, of 74.0741 common shares per \$1,000 principal amount of debentures at any time prior to the maturity date. This represents an initial conversion price of approximately \$13.50 per share. If a holder elects to convert their debentures, deferred interest owed on the debentures being converted is also converted into shares of our common stock. The conversion rate for any deferred interest is based on the average price that our shares traded at during a 5-day period immediately prior to the election to convert. In lieu of issuing shares of common stock upon conversion of the debentures, we may, at our option, make a cash payment to converting holders for all or some of the shares of our common stock otherwise issuable upon conversion.

Interest payments on the debentures were \$53.4 million and \$17.5 for the years ended December 31, 2013 and 2012, respectively.

**All debt**

The par value and fair value of our debt at December 31, 2013 and 2012 appears in the table below.

	<u>Par Value</u>	<u>Total Fair Value</u>	<u>Quoted Prices in Active Markets for Identical Assets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>	<u>Significant Unobservable Inputs (Level 3)</u>
	(In thousands)				
<b><u>December 31, 2013</u></b>					
Liabilities:					
Senior Notes	\$ 82,883	\$ 85,991	\$ 85,991	\$ -	\$ -
Convertible Senior Notes due 2017	345,000	388,988	388,988	-	-
Convertible Senior Notes due 2020	500,000	685,625	685,625	-	-
Convertible Junior Subordinated Debentures	389,522	439,186	-	439,186	-
<b>Total Debt</b>	<b>\$ 1,317,405</b>	<b>\$ 1,599,790</b>	<b>\$ 1,160,604</b>	<b>\$ 439,186</b>	<b>\$ -</b>

<b><u>December 31, 2012</u></b>					
Liabilities:					
Senior Notes	\$ 100,118	\$ 79,594	\$ 79,594	\$ -	\$ -
Convertible Senior Notes due 2017	345,000	242,880	242,880	-	-
Convertible Junior Subordinated Debentures	389,522	173,096	-	173,096	-
<b>Total Debt</b>	<b>\$ 834,640</b>	<b>\$ 495,570</b>	<b>\$ 322,474</b>	<b>\$ 173,096</b>	<b>\$ -</b>

The fair value of our Senior Notes and Convertible Senior Notes was determined using publicly available trade information and are considered Level 1 securities as described in Note 3 – “Summary of Significant Accounting Policies - Fair Value Measurements.” The fair value of our debentures was determined using available pricing for these debentures or similar instruments and are considered Level 2 securities as described in Note 3 – “Summary of Significant Accounting Policies - Fair Value Measurements.”

The Senior Notes, Convertible Senior Notes and Convertible Junior Debentures are obligations of our holding company, MGIC Investment Corporation, and not of its subsidiaries. At December 31, 2013, we had approximately \$560 million in cash and investments at our holding company. The net unrealized losses on our holding company investment portfolio were approximately \$9.4 million at December 31, 2013. The modified duration of the holding company investment portfolio, excluding cash and cash equivalents, was 2.4 years at December 31, 2013.

## 9. Loss Reserves

As described in Note 3 – “Summary of Significant Accounting Policies – Loss Reserves,” we establish reserves to recognize the estimated liability for losses and loss adjustment expenses related to defaults on insured mortgage loans. Loss reserves are established by estimating the number of loans in our inventory of delinquent loans that will result in a claim payment, which is referred to as the claim rate, and further estimating the amount of the claim payment, which is referred to as claim severity.

Estimation of losses is inherently judgmental. The conditions that affect the claim rate and claim severity include the current and future state of the domestic economy, including unemployment, and the current and future strength of local housing markets. Current conditions in the housing and mortgage industries make these assumptions more volatile than they would otherwise be. The actual amount of the claim payments may be substantially different than our loss reserve estimates. Our estimates could be adversely affected by several factors, including a deterioration of regional or national economic conditions, including unemployment, leading to a reduction in borrowers’ income and thus their ability to make mortgage payments, and a drop in housing values that could result in, among other things, greater losses on loans that have pool insurance, and may affect borrower willingness to continue to make mortgage payments when the value of the home is below the mortgage balance. Changes to our estimates could result in a material impact to our results of operations and capital position, even in a stable economic environment.

The following table provides a reconciliation of beginning and ending loss reserves for each of the past three years:

	2013	2012	2011
	(In thousands)		
Reserve at beginning of year	\$ 4,056,843	\$ 4,557,512	\$ 5,884,171
Less reinsurance recoverable	104,848	154,607	275,290
Net reserve at beginning of year (1)	3,951,995	4,402,905	5,608,881
<b>Losses incurred:</b>			
Losses and LAE incurred in respect of default notices received in:			
Current year	898,413	1,494,133	1,814,035
Prior years (2)	(59,687)	573,120	(99,328)
Subtotal (3)	838,726	2,067,253	1,714,707
<b>Losses paid:</b>			
Losses and LAE paid in respect of default notices received in:			
Current year	73,470	134,509	121,383
Prior years (4)	1,722,923	2,389,985	2,838,069
Reinsurance terminations (5)	(2,988)	(6,331)	(38,769)
Subtotal (6)	1,793,405	2,518,163	2,920,683
Net reserve at end of year (7)	2,997,316	3,951,995	4,402,905
Plus reinsurance recoverables	64,085	104,848	154,607
Reserve at end of year	\$ 3,061,401	\$ 4,056,843	\$ 4,557,512

- (1) At December 31, 2012, 2011 and 2010 the estimated reduction in loss reserves related to rescissions approximated \$0.2 billion, \$0.7 billion and \$1.3 billion, respectively.
- (2) A negative number for prior year losses incurred indicates a redundancy of prior year loss reserves, and a positive number for prior year losses incurred indicates a deficiency of prior year loss reserves. See table below regarding prior year loss development.
- (3) Rescissions did not have a significant impact on our losses incurred in 2013 or 2011. Our estimated rescissions were reduced by approximately \$0.2 billion in 2012 due to probable settlement agreements (See Note 20 – “Litigation and Contingencies”), other rescissions had no significant impact on our losses incurred in 2012.
- (4) 2013 and 2012, include \$41 million and \$100 million, respectively, paid under the terms of our settlement agreement with Freddie Mac as discussed below.
- (5) In a termination, the reinsurance agreement is cancelled, with no future premium ceded and funds for any incurred but unpaid losses transferred to us. The transferred funds result in an increase in our investment portfolio (including cash and cash equivalents) and a decrease in net losses paid (reduction to losses incurred). In addition, there is an offsetting decrease in the reinsurance recoverable (increase in losses incurred), and thus there is no net impact to losses incurred. (See Note 11 – “Reinsurance”)
- (6) Rescissions mitigated our paid losses by an estimated \$0.1 billion, \$0.3 billion and \$0.6 billion in 2013, 2012 and 2011, respectively, which excludes amounts that may have been applied to a deductible.
- (7) At December 31, 2013, 2012 and 2011 the estimated reduction in loss reserves related to rescissions approximated \$0.1 billion, \$0.2 billion and \$0.7 billion, respectively.

The “Losses incurred” section of the table above shows losses incurred on default notices received in the current year and in prior years. The amount of losses incurred relating to default notices received in the current year represents the estimated amount to be ultimately paid on such default notices. The amount of losses incurred relating to default notices received in prior years represents the actual claim rate and severity associated with those defaults notices resolved in the current year differing from the estimated liability at the prior year-end, as well as a re-estimation of amounts to be ultimately paid on defaults remaining in inventory from the end of the prior year. This re-estimation of the estimated claim rate and estimated severity is the result of our review of current trends in the default inventory, such as percentages of defaults that have resulted in a claim, the amount of the claims, changes in the relative level of defaults by geography and changes in average loan exposure.

Losses incurred on default notices received in the current year decreased in 2013 compared to 2012, and in 2012 compared to 2011, primarily due to a decrease in the number of new default notices received, net of cures, as well as a decrease in the estimated claim rate on recently reported delinquencies.

The prior year development of the reserves in 2013, 2012 and 2011 is reflected in the table below.

	<u>2013</u>	<u>2012</u>	<u>2011</u>
	(In millions)		
Prior year loss development:			
Pool policy settlement (1)	\$ -	\$ 267	\$ -
Increase in estimated claim rate on primary defaults	10	260	200
Decrease in estimated severity on primary defaults	(50)	(70)	(165)
Change in estimates related to pool reserves, LAE reserves, reinsurance and other (2)	(20)	116	(134)
Total prior year loss development	<u>\$ (60)</u>	<u>\$ 573</u>	<u>\$ (99)</u>

(1) See below for a discussion of our settlement with Freddie Mac.

(2) Includes approximately \$100 million related to probable settlements regarding our claims paying practices in 2012 and (\$114) million related to LAE reserves in 2011.

The prior year loss development was based on the resolution of approximately 59%, 55% and 57% for the years ended December 31, 2013, 2012 and 2011, respectively of the prior year default inventory, as well as a re-estimation of amounts to be ultimately paid on defaults remaining in inventory from the end of the prior year and estimated incurred but not reported items from the end of the prior year. In 2012, lower estimated rescission rates, as well as our experience on defaults that were 12 months or more delinquent increased our estimate of the claim rate. The decrease in the estimated severity in 2013, 2012 and 2011 was based on the resolution of the prior year default inventory. The decrease in estimated loss adjustment expense in 2011 was based on historical trends in the costs associated with resolving a claim.

The “Losses paid” section of the table above shows the breakdown between claims paid on default notices received in the current year, claims paid on default notices received in prior years and the decrease in losses paid related to terminated reinsurance agreements as noted in footnote (5) of that table. Until a few years ago, it took, on average, approximately twelve months for a default that is not cured to develop into a paid claim. Over the past several years, the average time it takes to receive a claim associated with a default has increased. This is, in part, due to new loss mitigation protocols established by servicers and to changes in some state foreclosure laws that may include, for example, a requirement for additional review and/or mediation processes. It is difficult to estimate how long it may take for current and future defaults that do not cure to develop into paid claims.

MGIC and Freddie Mac disagreed on the amount of the aggregate loss limit under certain pool insurance policies (the “Disputed Policies”). On December 1, 2012, an Agreement of Settlement, Compromise and Release (the “Settlement Agreement”) between MGIC, Freddie Mac and the FHFA became effective, settling their dispute regarding the Disputed Policies. Under the Settlement Agreement, MGIC is to pay Freddie Mac a total of \$267.5 million in satisfaction of all obligations under the Disputed Policies. Of the total, \$100 million was paid in December 2012, as required by the Settlement Agreement, and the remaining \$167.5 million is being paid out in 48 equal monthly installments that began on January 2, 2013.

The liability associated with our estimate of premiums to be refunded on expected claim payments is accrued for separately at December 31, 2013 and 2012 and approximated \$131 million and \$134 million, respectively. Separate components of this liability are included in “Other liabilities” and “Premium deficiency reserve” on our consolidated balance sheet.

A rollforward of our primary default inventory for the years ended December 31, 2013, 2012 and 2011 appears in the table below. The information concerning new notices and cures is compiled from monthly reports received from loan servicers. The level of new notice and cure activity reported in a particular month can be influenced by, among other things, the date on which a servicer generates its report, the number of business days in a month and by transfers of servicing between loan servicers.

	<u>2013</u>	<u>2012</u>	<u>2011</u>
Default inventory at beginning of period	139,845	175,639	214,724
New Notices	106,823	133,232	169,305
Cures	(104,390)	(120,248)	(149,643)
Paid (including those charged to a deductible or captive)	(34,738)	(45,741)	(51,138)
Rescissions and denials	(1,939)	(3,037)	(7,609)
Items removed from inventory resulting from the Countrywide settlement on GSE loans	(2,273)	-	-
Default inventory at end of period	<u>103,328</u>	<u>139,845</u>	<u>175,639</u>

Pool insurance notice inventory decreased from 8,594 at December 31, 2012 to 6,563 at December 31, 2013. The pool insurance notice inventory was 32,971 at December 31, 2011.

The decrease in the primary default inventory experienced during 2013 and 2012 was generally across all markets and all book years. In 2012, the percentage of loans in the inventory that had been in default for 12 or more consecutive months had increased, as shown in the table below. Historically as a default ages it becomes more likely to result in a claim. The percentage of loans that have been in default for 12 or more consecutive months has been affected by our suspended rescissions discussed below.

**Aging of the Primary Default Inventory**

	December 31, 2013		December 31, 2012		December 31, 2011	
Consecutive months in default						
3 months or less	18,941	18%	23,282	17%	31,456	18%
4 - 11 months	24,514	24%	34,688	25%	46,352	26%
12 months or more	59,873	58%	81,875	58%	97,831	56%
<b>Total primary default inventory</b>	<b>103,328</b>	<b>100%</b>	<b>139,845</b>	<b>100%</b>	<b>175,639</b>	<b>100%</b>
Primary claims received inventory						
included in ending default inventory (1)	6,948	7%	11,731	8%	12,610	7%

(1) Our claims received inventory includes suspended rescissions, as we have voluntarily suspended rescissions of coverage related to loans that we believed would be included in a potential resolution. As of December 31, 2013, rescissions of coverage on approximately 1,500 loans had been voluntarily suspended.

The length of time a loan is in the default inventory can differ from the number of payments that the borrower has not made or is considered delinquent. These differences typically result from a borrower making monthly payments that do not result in the loan becoming fully current. The number of payments that a borrower is delinquent is shown in the table below.

**Number of Payments Delinquent**

	December 31, 2013		December 31, 2012		December 31, 2011	
3 payments or less	28,095	27%	34,245	24%	42,804	24%
4 - 11 payments	24,605	24%	34,458	25%	47,864	27%
12 payments or more	50,628	49%	71,142	51%	84,971	49%
<b>Total primary default inventory</b>	<b>103,328</b>	<b>100%</b>	<b>139,845</b>	<b>100%</b>	<b>175,639</b>	<b>100%</b>

Claims paying practices

We estimate rescissions mitigated our incurred losses by approximately \$2.5 billion in 2009 and \$0.2 billion in 2010. All of these figures include the benefit of claims not paid in the period as well as the impact of changes in our estimated expected rescission activity on our loss reserves in the period. In 2012, we estimate that our rescission benefit in loss reserves was reduced by \$0.2 billion due to probable rescission settlement agreements. We estimate that other rescissions had no significant impact on our losses incurred in 2011 through 2013. At December 31, 2013, we estimate that our total loss reserves were benefited from anticipated rescissions by approximately \$0.1 billion. Our loss reserving methodology incorporates our estimates of future rescissions and reversals of rescissions. Historically, reversals of rescissions have been immaterial. A variance between ultimate actual rescission and reversal rates and our estimates, as a result of the outcome of litigation, settlements or other factors, could materially affect our losses.

We do not utilize an explicit rescission rate in our reserving methodology, but rather our reserving methodology incorporates the effects rescission activity has had on our historical claim rate and claim severities. Our estimation process does not include a direct correlation between claim rates and severities to projected rescission activity or other economic conditions such as changes in unemployment rates, interest rates or housing values. Our experience is that analysis of that nature would not produce reliable results, as the change in one condition cannot be isolated to determine its sole effect on our ultimate paid losses as our ultimate paid losses are also influenced at the same time by other economic conditions. The estimation of the impact of rescissions on incurred losses must be considered together with the various other factors impacting incurred losses and not in isolation.

The liability associated with our estimate of premiums to be refunded on expected future rescissions is accrued for separately. At December 31, 2013 and 2012 the estimate of this liability totaled \$15 million and \$18 million, respectively. Separate components of this liability are included in “Other liabilities” and “Premium deficiency reserve” on our consolidated balance sheet. Changes in the liability affect premiums written and earned and change in premium deficiency reserve.

For information about discussions and legal proceedings with customers with respect to our claims paying practices, including settlements that we believe are probable, as defined in ASC 450-20, see Note 20 – “Litigation and Contingencies.”

**10. Premium Deficiency Reserve**

Beginning in 2007, when we stopped writing Wall Street bulk business, we began to separately measure the performance of these transactions and established a premium deficiency reserve related to this business. The premium deficiency reserve reflects the present value of expected future losses and expenses that exceeded the present value of expected future premiums and already established loss reserves.

The components of the premium deficiency reserve at December 31, 2013, 2012 and 2011 appear in the table below.

	December 31,		
	2013	2012	2011
	(In millions)		
Present value of expected future premium	\$ 432	\$ 445	\$ 494
Present value of expected future paid losses and expenses	(1,101)	(1,285)	(1,455)
Net present value of future cash flows	(669)	(840)	(961)
Established loss reserves	621	766	826
Net deficiency	\$ (48)	\$ (74)	\$ (135)
Discount rate utilized at December 31,	1.6%	1.3%	2.3%

Each quarter, we re-estimate the premium deficiency reserve on the remaining Wall Street bulk insurance in force. The premium deficiency reserve primarily changes from quarter to quarter as a result of two factors. First, it changes as the actual premiums, losses and expenses that were previously estimated are recognized. Each period such items are reflected in our financial statements as earned premium, losses incurred and expenses. The difference between the amount and timing of actual earned premiums, losses incurred and expenses and our previous estimates used to establish the premium deficiency reserves has an effect (either positive or negative) on that period's results. Second, the premium deficiency reserve changes as our assumptions relating to the present value of expected future premiums, losses and expenses on the remaining Wall Street bulk insurance in force change. Changes to these assumptions also have an effect on that period's results.

The decrease in the premium deficiency reserve for the years ended December 31, 2013, 2012 and 2011 was \$26 million, \$61 million and \$44 million, respectively, as shown in the tables below. The decrease represents the net result of actual premiums, losses and expenses as well as a net change in assumptions for these periods. The change in assumptions for 2013 is primarily related to higher estimated ultimate premiums resulting principally from an increase in the projected persistency rate, somewhat offset by higher estimated ultimate losses resulting principally from an increase in the number of projected claims that will ultimately be paid. The change in assumptions for 2012 is primarily related to higher estimated ultimate losses resulting principally from an increase in the number of projected claims that will ultimately be paid. The change in assumptions for 2011 is primarily related to higher estimated ultimate premiums resulting principally from an increase in the projected persistency rate, somewhat offset by higher estimated ultimate losses resulting principally from an increase in the number of projected claims that will ultimately be paid.

The decrease in the premium deficiency reserve for the years ended December 31, 2013, 2012 and 2011 appears in the table below.

	Year ended December 31,		
	2013	2012	2011
	(In millions)		
Premium Deficiency Reserve at beginning of period	\$ (74)	\$ (135)	\$ (179)
Paid claims and loss adjustment expenses	\$ 214	\$ 279	\$ 334
Decrease in loss reserves	(145)	(60)	(249)
Premium earned	(96)	(102)	(120)
Effects of present valuing on future premiums, losses and expenses	(1)	(1)	(8)
Change in premium deficiency reserve to reflect actual premium, losses and expenses recognized	(28)	116	(43)
Change in premium deficiency reserve to reflect change in assumptions relating to future premiums, losses, expenses and discount rate (1)	54	(55)	87
Premium Deficiency Reserve at end of period	\$ (48)	\$ (74)	\$ (135)

(1) A positive (negative) number for changes in assumptions relating to premiums, losses, expenses and discount rate indicates a redundancy (deficiency) of prior premium deficiency reserves.

Each quarter we perform a premium deficiency analysis on the portion of our book of business not covered by the premium deficiency described above. As of December 31, 2013, the analysis concluded that there was no premium deficiency on such portion of our book of business. For the reasons discussed below, our analysis of any potential deficiency reserve is subject to inherent uncertainty and requires significant judgment by management. To the extent, in a future period, expected losses are higher or expected premiums are lower than the assumptions we used in our analysis, we could be required to record a premium deficiency reserve on this portion of our book of business in such period.

The calculation of premium deficiency reserves requires the use of significant judgments and estimates to determine the present value of future premium and present value of expected losses and expenses on our business. The calculation of future premium depends on, among other things, assumptions about persistency and repayment patterns on underlying loans. The calculation of expected losses and expenses depends on assumptions relating to severity of claims and claim rates on current defaults, and expected defaults in future periods. These assumptions also include an estimate of expected rescission activity. Similar to our loss reserve estimates, our estimates for premium deficiency reserves could be adversely affected by several factors, including a deterioration of regional or economic conditions leading to a reduction in borrowers' income and thus their ability to make mortgage payments, and a drop in housing values that could expose us to greater losses. Assumptions used in calculating the deficiency reserves can also be affected by volatility in the current housing and mortgage lending industries. To the extent premium patterns and actual loss experience differ from the assumptions used in calculating the premium deficiency reserves, the differences between the actual results and our estimates will affect future period earnings and could be material.

## 11. Reinsurance

MGIC has obtained both captive and non-captive reinsurance in the past. In a captive reinsurance arrangement, the reinsurer is affiliated with the lender for whom MGIC provides mortgage insurance.

Since June 2005, various state and federal regulators have conducted investigations or requested information regarding captive mortgage reinsurance arrangements in which we participated, in part, in order to consider review with the Real Estate Settlement Procedures Act (“RESPA”). In April 2013, the U.S. District Court for the Southern District of Florida approved a settlement between MGIC and the Consumer Financial Protection Bureau (“CFPB”) that resolved federal investigation of MGIC’s participation in captive reinsurance arrangements in the mortgage insurance industry. The settlement concludes the investigation with respect to MGIC without the CFPB or the court making any findings of wrongdoing. Three other mortgage insurers agreed to similar settlements. As part of the settlements, MGIC and the three other mortgage insurers agreed that they would not enter into any new captive reinsurance agreement or reinsure any new loans under any existing captive reinsurance agreement for a period of ten years. In accordance with this settlement, all of our active captive arrangements have been placed into run-off.

Captive agreements were written on an annual book of business and the captives are required to maintain a separate trust account to support the combined reinsured risk on all annual books. MGIC is the sole beneficiary of the trust, and the trust account is made up of capital deposits by the lender captive, premium deposits by MGIC, and investment income earned. These amounts are held in the trust account and are available to pay reinsured losses. The reinsurance recoverable on loss reserves related to captive agreements was \$64 million at December 31, 2013 which was supported by \$226 million of trust assets, while at December 31, 2012 the reinsurance recoverable on loss reserves related to captives was \$104 million which was supported by \$303 million of trust assets. At December 31, 2013 and December 31, 2012 there was an additional \$23 million and \$25 million, respectively, of trust assets in captive agreements where there was no related reinsurance recoverable on loss reserves. Trust fund assets of \$3.0 million and \$6.3 million were transferred to us as a result of captive terminations during 2013 and 2012, respectively.

In April 2013, we entered into a quota share reinsurance agreement with a group of unaffiliated reinsurers that are not captive reinsurers. These reinsurers primarily have a rating of A or better by Moody’s Investors Service, Standard & Poor’s Rating Services or both. This reinsurance agreement applies to new insurance written between April 1, 2013 and December 31, 2015 (with certain exclusions) and covers incurred losses, with renewal premium through December 31, 2018. Early termination is possible under specified scenarios. The structure of the reinsurance agreement is a 30% quota share, with a 20% ceding commission as well as a profit commission. Recoverables under the agreement are supported by trust funds or letters of credit. In December 2013, we entered into an Addendum to the quota share reinsurance agreement that applies to certain insurance written before April 1, 2013 that has never been delinquent. The structure of the quota share reinsurance agreement remains the same, with the exception that the business written before April 1, 2013 has a 40% quota share. Under the Addendum, policies for which premium was received but unearned as of December 31, 2013 were ceded, which generated “Prepaid reinsurance premiums” of \$23.9 million at December 31, 2013. A summary of the combined quota share reinsurance agreement for 2013 appears below.

2013  
(In thousands)

Ceded premiums written, net of profit commission	\$ 49,672
Ceded premiums earned, net of profit commission	13,821
Ceded losses incurred	176
Ceding commissions	10,408

The effect of all risk sharing arrangements on premiums earned and losses incurred is as follows:

	<u>2013</u>	<u>2012</u>	<u>2011</u>
	(In thousands)		
Premiums earned:			
Direct	\$ 979,078	\$ 1,065,663	\$ 1,170,868
Assumed	2,074	2,425	3,891
Ceded	<u>(38,101)</u>	<u>(34,918)</u>	<u>(50,924)</u>
Net premiums earned	<u>\$ 943,051</u>	<u>\$ 1,033,170</u>	<u>\$ 1,123,835</u>
Losses incurred:			
Direct	\$ 863,871	\$ 2,115,974	\$ 1,775,122
Assumed	2,645	6,912	5,229
Ceded	<u>(27,790)</u>	<u>(55,633)</u>	<u>(65,644)</u>
Net losses incurred	<u>\$ 838,726</u>	<u>\$ 2,067,253</u>	<u>\$ 1,714,707</u>

Generally, reinsurance recoverables on primary loss reserves, paid losses and prepaid reinsurance premiums are supported by trust funds or letters of credit. As such, we have not established an allowance against these recoverables.

See Note 20 – “Litigation and Contingencies” for a discussion of requests or subpoenas for information regarding captive mortgage reinsurance arrangements.

**12. Other Comprehensive Income**

Our other comprehensive income for the years ended December 31, 2013, 2012 and 2011 was as follows:

	2013			
	Before tax	Tax effect	Valuation allowance	Net of tax
	(In thousands)			
Other comprehensive income (loss):				
Change in unrealized gains and losses on investments	\$ (126,175)	\$ 43,732	\$ (41,148)	\$ (123,591)
Benefit plans adjustments	68,038	(23,813)	23,813	68,038
Unrealized foreign currency translation adjustment	(21,563)	7,553	-	(14,010)
Other comprehensive income (loss)	<u>\$ (79,700)</u>	<u>\$ 27,472</u>	<u>\$ (17,335)</u>	<u>\$ (69,563)</u>

	2012			
	Before tax	Tax effect	Valuation allowance	Net of tax
	(In thousands)			
Other comprehensive income (loss):				
Change in unrealized gains and losses on investments	\$ (78,546)	\$ 27,510	\$ (27,623)	\$ (78,659)
Benefit plan adjustments	(1,221)	428	(428)	(1,221)
Unrealized foreign currency translation adjustment	2,452	(859)	-	1,593
Other comprehensive income (loss)	<u>\$ (77,315)</u>	<u>\$ 27,079</u>	<u>\$ (28,051)</u>	<u>\$ (78,287)</u>

	2011			
	Before tax	Tax effect	Valuation allowance	Net of tax
	(In thousands)			
Other comprehensive income (loss):				
Change in unrealized gains and losses on investments	\$ 31,662	\$ (10,605)	\$ -	\$ 21,057
Benefit plan adjustments	(19,789)	6,927	-	(12,862)
Unrealized foreign currency translation adjustment	(318)	111	-	(207)
Other comprehensive income (loss)	<u>\$ 11,555</u>	<u>\$ (3,567)</u>	<u>\$ -</u>	<u>\$ 7,988</u>

See Note 14 – “Income Taxes” for a discussion of the valuation allowance.

Total accumulated other comprehensive income and changes in accumulated other comprehensive income, including amounts reclassified from other comprehensive income, are included in the table below.

	2013			
	Unrealized gains and losses on available- for-sale securities	Defined benefit plans	Foreign currency translation	Total
	(In thousands)			
Balance at December 31, 2012, before tax	\$ 41,541	\$ (71,804)	\$ 32,747	\$ 2,484
Other comprehensive income (loss) before reclassifications	(112,667)	68,039	(21,563)	(66,191)
Amounts reclassified from accumulated other comprehensive income (loss)	13,508 (1)	1 (2)	-	13,509
Net current period other comprehensive income (loss)	<u>(126,175)</u>	<u>68,038</u>	<u>(21,563)</u>	<u>(79,700)</u>
Balance at December 31, 2013, before tax	<u>(84,634)</u>	<u>(3,766)</u>	<u>11,184</u>	<u>(77,216)</u>
Tax effect (3)	<u>(64,056)</u>	<u>26,940</u>	<u>(3,394)</u>	<u>(40,510)</u>
Balance at December 31, 2013, net of tax	<u>\$ (148,690)</u>	<u>\$ 23,174</u>	<u>\$ 7,790</u>	<u>\$ (117,726)</u>

	2012			
	Unrealized gains and losses on available-for-sale securities	Defined benefit plans	Foreign currency translation	Total
	(In thousands)			
Balance at December 31, 2011, before tax	\$ 120,087	\$ (70,582)	\$ 30,294	\$ 79,799
Other comprehensive income (loss) before reclassifications	22,710	(2,296)	2,453	22,867
Amounts reclassified from accumulated other comprehensive income (loss)	101,256 (1)	(1,074) (2)	-	100,182
Net current period other comprehensive income (loss)	<u>(78,546)</u>	<u>(1,222)</u>	<u>2,453</u>	<u>(77,315)</u>
Balance at December 31, 2012, before tax	<u>41,541</u>	<u>(71,804)</u>	<u>32,747</u>	<u>2,484</u>
Tax effect (3)	<u>(66,640)</u>	<u>26,940</u>	<u>(10,947)</u>	<u>(50,647)</u>
Balance at December 31, 2012, net of tax	<u>\$ (25,099)</u>	<u>\$ (44,864)</u>	<u>\$ 21,800</u>	<u>\$ (48,163)</u>

	2011			
	Unrealized gains and losses on available-for-sale securities	Defined benefit plans	Foreign currency translation	Total
	(In thousands)			
Balance at December 31, 2010, before tax	\$ 88,425	\$ (50,793)	\$ 30,612	\$ 68,244
Other comprehensive income (loss) before reclassifications	105,167	(18,875)	(318)	85,974
Amounts reclassified from accumulated other comprehensive income (loss)	73,505 (1)	914 (2)	-	74,419
Net current period other comprehensive income (loss)	<u>31,662</u>	<u>(19,789)</u>	<u>(318)</u>	<u>11,555</u>
Balance at December 31, 2011, before tax	<u>120,087</u>	<u>(70,582)</u>	<u>30,294</u>	<u>79,799</u>
Tax effect (3)	<u>(66,526)</u>	<u>26,940</u>	<u>(10,089)</u>	<u>(49,675)</u>
Balance at December 31, 2011, net of tax	<u>\$ 53,561</u>	<u>\$ (43,642)</u>	<u>\$ 20,205</u>	<u>\$ 30,124</u>

(1) During 2013, 2012 and 2011, net unrealized gains of \$13.5 million, \$101.3 million and \$73.5 million, respectively, were reclassified to the Consolidated Statement of Operations and included in Realized investment gains.

(2) During 2013, 2012 and 2011, other comprehensive income related to benefit plans of \$1 thousand, (\$1.1) million and \$0.9 million, respectively, was reclassified to the Consolidated Statement of Operations and included in Underwriting and other expenses, net.

(3) Tax effect does not approximate 35% due to amounts of tax benefits not provided in various periods due to our tax valuation allowance.

### 13. Benefit Plans

We have a non-contributory defined benefit pension plan covering substantially all domestic employees, as well as a supplemental executive retirement plan. We also offer both medical and dental benefits for retired domestic employees and their spouses under a postretirement benefit plan. The following tables provide the components of aggregate annual net periodic benefit cost, changes in the benefit obligation and the funded status of the pension, supplemental executive retirement and other postretirement benefit plans as recognized in the consolidated balance sheet:

Components of Net Periodic Benefit Cost for fiscal year ending	Pension and Supplemental Executive Retirement Plans			Other Postretirement Benefits		
	12/31/2013	12/31/2012	12/31/2011	12/31/2013	12/31/2012	12/31/2011
	(In thousands)					
1. Company Service Cost	\$ 11,338	\$ 9,662	\$ 8,917	\$ 812	\$ 1,226	\$ 1,090
2. Interest Cost	15,289	16,481	16,098	618	1,144	1,350
3. Expected Return on Assets	(20,144)	(18,211)	(17,373)	(3,679)	(3,162)	(3,299)
4. Other Adjustments	-	-	-	-	-	-
<i>Subtotal</i>	6,483	7,932	7,642	(2,249)	(792)	(859)
5. Amortization of :						
a. Net Transition Obligation/(Asset)	-	-	-	-	-	-
b. Net Prior Service Cost/(Credit)	503	665	661	(6,649)	(6,217)	(6,217)
c. Net Losses/(Gains)	6,145	5,829	4,010	-	797	632
<i>Total Amortization</i>	6,648	6,494	4,671	(6,649)	(5,420)	(5,585)
6. Net Periodic Benefit Cost	13,131	14,426	12,313	(8,898)	(6,212)	(6,445)
7. Cost of settlements or curtailments	-	-	-	-	-	-
8. Total Expense for Year	\$ 13,131	\$ 14,426	\$ 12,313	\$ (8,898)	\$ (6,212)	\$ (6,445)

#### Development of Funded Status

Pension and Supplemental Executive Retirement Plans		Other Postretirement Benefits	
12/31/2013	12/31/2012	12/31/2013	12/31/2012
(In thousands)			

#### Actuarial Value of Benefit Obligations

1. Measurement Date	12/31/2013	12/31/2012	12/31/2013	12/31/2012
2. Accumulated Benefit Obligation	\$ 304,825	\$ 331,985	\$ 15,764	\$ 16,284

#### Funded Status/Asset (Liability) on the Consolidated Balance Sheet

1. Projected Benefit Obligation	\$ (317,606)	\$ (362,657)	\$ (15,764)	\$ (16,284)
2. Plan Assets at Fair Value	355,704	340,335	62,298	49,391
3. Funded Status - Overfunded/Asset	\$ 38,098	N/A	\$ 46,534	\$ 33,107
4. Funded Status - Underfunded/Liability	N/A	\$ (22,322)	N/A	N/A

<b>Accumulated Other Comprehensive Income</b>	Pension and Supplemental Executive Retirement Plans		Other Postretirement Benefits	
	12/31/2013	12/31/2012	12/31/2013	12/31/2012
	(In thousands)			
1. Net Actuarial (Gain)/Loss	\$ 49,925	\$ 106,661	\$ (9,439)	\$ 1,985
2. Net Prior Service Cost/(Credit)	(4,782)	1,775	(31,938)	(38,587)
3. Net Transition Obligation/(Asset)	-	-	-	-
4. Total at Year End	\$ 45,143	\$ 108,436	\$ (41,377)	\$ (36,602)

The amortization of gains and losses resulting from actual experience different from assumed experience or changes in assumptions including discount rates is included as a component of Net Periodic Benefit Cost/(Income) for the year. The gain or loss in excess of a 10% corridor is amortized by the average remaining service period of participating employees expected to receive benefits under the plan.

The changes in the projected benefit obligation are as follows:

<b>Change in Projected Benefit/Accumulated Benefit Obligation</b>	12/31/2013	12/31/2012	12/31/2013	12/31/2012
	(In thousands)			
1. Benefit Obligation at Beginning of Year	\$ 362,657	\$ 318,048	\$ 16,284	\$ 25,007
2. Company Service Cost	11,338	9,662	812	1,226
3. Interest Cost	15,289	16,481	618	1,144
4. Plan Participants' Contributions	-	-	299	356
5. Net Actuarial (Gain)/Loss due to Assumption Changes	(44,205)	37,418	(1,414)	(6,517)
6. Net Actuarial (Gain)/Loss due to Plan Experience	1,353	634	101	(497)
7. Benefit Payments from Fund (1)	(22,497)	(19,483)	(871)	(661)
8. Benefit Payments Directly by Company	(275)	(265)	(65)	(42)
9. Plan Amendments	(6,054)	162	-	(3,732)
10. Other Adjustment	-	-	-	-
11. Benefit Obligation at End of Year	\$ 317,606	\$ 362,657	\$ 15,764	\$ 16,284

(1) In 2013, includes lump sum payments of \$13.8 million from our pension plan to eligible participants, which were former employees with vested benefits of \$200 thousand or less. In 2014, former employees with vested benefits of \$500 thousand or less may elect this option. In 2012, includes lump sum payments of \$12.0 million from our pension plan to eligible participants, which were former employees with vested benefits of \$100 thousand or less.

The changes in the fair value of the net assets available for plan benefits are as follows:

Change in Plan Assets	Pension and Supplemental Executive Retirement Plans		Other Postretirement Benefits	
	12/31/2013	12/31/2012	12/31/2013	12/31/2012
	(In thousands)			
1. Fair Value of Plan Assets at Beginning of Year	\$ 340,335	\$ 305,748	\$ 49,391	\$ 42,578
2. Company Contributions	10,275	15,265	-	-
3. Plan Participants' Contributions	-	-	299	356
4. Benefit Payments from Fund	(22,497)	(19,483)	(871)	(661)
5. Benefit Payments paid directly by Company	(275)	(265)	(65)	(42)
6. Actual Return on Assets	27,866	39,070	13,778	7,474
7. Other Adjustment	-	-	(234)	(314)
8. Fair Value of Plan Assets at End of Year	\$ 355,704	\$ 340,335	\$ 62,298	\$ 49,391

#### Change in Accumulated Other Comprehensive Income (AOCI)

	12/31/2013	12/31/2012	12/31/2013	12/31/2012
		(In thousands)		
1. AOCI in Prior Year	\$ 108,436	\$ 97,576	\$ (36,602)	\$ (26,964)
2. Increase/(Decrease) in AOCI				
a. Recognized during year - Prior Service (Cost)/Credit	(503)	(665)	6,649	6,217
b. Recognized during year - Net Actuarial (Losses)/Gains	(6,145)	(5,829)	-	(797)
c. Occurring during year - Prior Service Cost	(6,054)	162	-	(3,732)
d. Occurring during year - Net Actuarial Losses/(Gains)	(50,574)	17,192	(11,411)	(11,326)
e. Other adjustments	(17)	-	(13)	-
3. AOCI in Current Year	\$ 45,143	\$ 108,436	\$ (41,377)	\$ (36,602)

#### Amortizations Expected to be Recognized During Next Fiscal Year Ending

	12/31/2014	12/31/2014
		(In thousands)
1. Amortization of Net Transition Obligation/(Asset)	\$ -	\$ -
2. Amortization of Prior Service Cost/(Credit)	(169)	(6,649)
3. Amortization of Net Losses/(Gains)	1,164	(292)

The projected benefit obligations, net periodic benefit costs and accumulated postretirement benefit obligation for the plans were determined using the following weighted average assumptions.

Actuarial Assumptions	Pension and Supplemental Executive Retirement Plans		Other Postretirement Benefits	
	12/31/2013	12/31/2012	12/31/2013	12/31/2012
<b>Weighted-Average Assumptions Used to Determine Benefit Obligations at year end</b>				
1. Discount Rate	5.15%	4.25%	4.75%	3.85%
2. Rate of Compensation Increase	3.00%	3.00%	N/A	N/A
<b>Weighted-Average Assumptions Used to Determine Net Periodic Benefit Cost for Year</b>				
1. Discount Rate	4.25%	5.25%	3.85%	4.75%
2. Expected Long-term Return on Plan Assets	6.00%	6.00%	7.50%	7.50%
3. Rate of Compensation Increase	3.00%	3.00%	N/A	N/A
<b>Assumed Health Care Cost Trend Rates at year end</b>				
1. Health Care Cost Trend Rate Assumed for Next Year	N/A	N/A	7.00%	7.50%
2. Rate to Which the Cost Trend Rate is Assumed to Decline (Ultimate Trend Rate)	N/A	N/A	5.00%	5.00%
3. Year That the Rate Reaches the Ultimate Trend Rate	N/A	N/A	2018	2018

In selecting a discount rate, we performed a hypothetical cash flow bond matching exercise, matching our expected pension plan and postretirement medical plan cash flows, respectively, against a selected portfolio of high quality corporate bonds. The modeling was performed using a bond portfolio of noncallable bonds with at least \$50 million outstanding. The average yield of these hypothetical bond portfolios was used as the benchmark for determining the discount rate. In selecting the expected long-term rate of return on assets, we considered the average rate of earnings expected on the classes of funds invested or to be invested to provide for the benefits of these plans. This included considering the trusts' targeted asset allocation for the year and the expected returns likely to be earned over the next 20 years.

The weighted-average asset allocations of the plans are as follows:

Plan Assets	Pension Plan		Other Postretirement Benefits	
	12/31/2013	12/31/2012	12/31/2013	12/31/2012
<b>Allocation of Assets at year end</b>				
1. Equity Securities	43%	40%	100%	100%
2. Debt Securities	57%	60%	0%	0%
3. Other	0%	0%	0%	0%
4. Total	100%	100%	100%	100%

In accordance with fair value guidance, we applied the following fair value hierarchy in order to measure fair value of our benefit plan assets:

Level 1 – Quoted prices for identical instruments in active markets that we have the ability to access. Financial assets utilizing Level 1 inputs include equity securities, mutual funds, money market funds and certain U.S. Treasury securities and obligations of U.S. government corporations and agencies.

Level 2 – Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and inputs, other than quoted prices, that are observable in the marketplace for the financial instrument. The observable inputs are used in valuation models to calculate the fair value of the financial instruments. Financial assets utilizing Level 2 inputs include certain municipal, corporate and foreign bonds.

Level 3 – Valuations derived from valuation techniques in which one or more significant inputs or value drivers are unobservable. Level 3 inputs reflect our own assumptions about the assumptions a market participant would use in pricing an asset or liability. There are no securities that utilize Level 3 inputs.

To determine the fair value of securities in Level 1 and Level 2 of the fair value hierarchy, independent pricing sources have been utilized. One price is provided per security based on observable market data. To ensure securities are appropriately classified in the fair value hierarchy, we review the pricing techniques and methodologies of the independent pricing sources and believe that their policies adequately consider market activity, either based on specific transactions for the issue valued or based on modeling of securities with similar credit quality, duration, yield and structure that were recently traded. A variety of inputs are utilized by the independent pricing sources including benchmark yields, reported trades, non-binding broker/dealer quotes, issuer spreads, two sided markets, benchmark securities, bids, offers and reference data including market research publications. Inputs may be weighted differently for any security, and not all inputs are used for each security evaluation. Market indicators, industry and economic events are also considered. This information is evaluated using a multidimensional pricing model. In addition, on a quarterly basis, we perform quality controls over values received from the pricing source (the “Trustee”) which include comparing values to other independent pricing sources. In addition, we review annually the Trustee’s auditor’s report on internal controls in order to determine that their controls around valuing securities are operating effectively. We have not made any adjustments to the prices obtained from the independent sources.

The following table sets forth by level, within the fair value hierarchy, the pension plan assets at fair value as of December 31, 2013 and 2012.

Assets at Fair Value as of December 31, 2013

Pension Plan	Level 1	Level 2	Level 3	Total
	(In thousands)			
Domestic Mutual Funds	\$ 51,240	\$ -	\$ -	\$ 51,240
International Mutual Funds	39,814	-	-	39,814
Common Stocks	60,332	-	-	60,332
Corporate Bonds	-	134,012	-	134,012
U.S. Government Securities	18,819	-	-	18,819
Municipals	-	33,402	-	33,402
Foreign Bonds	-	15,961	-	15,961
Foreign Stocks	2,124	-	-	2,124
Total Assets at fair value	<u>\$ 172,329</u>	<u>\$ 183,375</u>	<u>\$ -</u>	<u>\$ 355,704</u>

Assets at Fair Value as of December 31, 2012

Pension Plan	Level 1	Level 2	Level 3	Total
	(In thousands)			
Domestic Mutual Funds	\$ 45,071	\$ -	\$ -	\$ 45,071
International Mutual Funds	39,479	-	-	39,479
Common Stocks	54,210	-	-	54,210
Corporate Bonds	-	130,643	-	130,643
U.S. Government Securities	25,859	-	-	25,859
Municipals	-	26,595	-	26,595
Foreign Bonds	-	17,710	-	17,710
Foreign Stocks	768	-	-	768
Total Assets at fair value	<u>\$ 165,387</u>	<u>\$ 174,948</u>	<u>\$ -</u>	<u>\$ 340,335</u>

Our pension plan portfolio is designed to achieve the following objectives over each market cycle and for at least 5 years:

Fixed income allocation

- Protect actuarial benefit payment stream through asset liability matching
- Reduce volatility of investment returns compared to actuarial benefit liability

Equity allocation

- Protect long tailed liabilities through the use of equity portfolio
- Achieve competitive investment results

The primary focus in developing asset allocation ranges for the portfolio is the assessment of the portfolio's investment objectives and the level of risk that is acceptable to obtain those objectives. To achieve these goals the minimum and maximum allocation ranges for fixed income securities and equity securities are:

	<u>Minimum</u>	<u>Maximum</u>
Fixed income	40%	100%
Equity	0%	60%
Cash equivalents	0%	10%

The following table sets forth by level, within the fair value hierarchy, the postretirement plan assets at fair value as of December 31, 2013 and 2012.

Assets at Fair Value as of December 31, 2013

Postretirement Plan	Level 1	Level 2	Level 3	Total
	(In thousands)			
Domestic Mutual Funds	\$ 45,585	\$ -	\$ -	\$ 45,585
International Mutual Funds	16,713	-	-	16,713
<b>Total Assets at fair value</b>	<b>\$ 62,298</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 62,298</b>

Assets at Fair Value as of December 31, 2012

Postretirement Plan	Level 1	Level 2	Level 3	Total
	(In thousands)			
Domestic Mutual Funds	\$ 34,720	\$ -	\$ -	\$ 34,720
International Mutual Funds	14,671	-	-	14,671
<b>Total Assets at fair value</b>	<b>\$ 49,391</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 49,391</b>

Our postretirement plan portfolio is designed to achieve the following objectives over each market cycle and for at least 5 years:

- Total return should exceed growth in the Consumer Price Index by 5.75% annually
- Achieve competitive investment results

The primary focus in developing asset allocation ranges for the portfolio is the assessment of the portfolio's investment objectives and the level of risk that is acceptable to obtain those objectives. To achieve these goals the minimum and maximum allocation ranges for fixed income securities and equity securities are:

	<u>Minimum</u>	<u>Maximum</u>
Fixed income	0%	10%
Equity	90%	100%

Given the long term nature of this portfolio and the lack of any immediate need for significant cash flow, it is anticipated that the equity investments will consist of growth stocks and will typically be at the higher end of the allocation ranges above.

Investment in international oriented funds is limited to a maximum of 30% of the equity range. The current international allocation is invested in two mutual funds with 4% of the equity allocation in a fund which has the objective of investments primarily in equity securities of emerging markets countries, and 23% of the equity allocation in a fund investing in securities of companies based outside the United States. It invests in companies primarily based in Europe and the Pacific Basin, and includes common and preferred stocks, convertibles, ADRs, EDRs, bonds and cash. In addition to the foreign mutual funds, separately managed accounts have investments in equity securities of foreign corporations, and fixed income securities issued by foreign entities.

The following tables show the estimated future contributions and estimated future benefit payments.

	Pension and Supplemental Executive Retirement Plans	Other Postretirement Benefits
<b>Company Contributions</b>	12/31/2013	12/31/2013
	(In thousands)	
<u>Company Contributions for the Year Ending:</u>		
1. Current	\$ 10,275	\$ -
2. Current + 1	2,158	-

<b>Benefit Payments (Total)</b>	12/31/2013	12/31/2013
	(In thousands)	
<u>Actual Benefit Payments for the Year Ending:</u>		
1. Current	\$ 22,773	\$ 638
<u>Expected Benefit Payments for the Year Ending:</u>		
2. Current + 1	12,538	793
3. Current + 2	13,240	832
4. Current + 3	13,743	870
5. Current + 4	14,872	942
6. Current + 5	16,105	1,160
7. Current + 6 - 10	99,395	7,558

Health care sensitivities

For measurement purposes, a 7.5% health care trend rate was used for benefits for retirees before they reach age 65 for 2013. In 2014, the rate is assumed to be 7.0%, decreasing to 5.0% by 2018 and remaining at this level beyond.

Assumed health care cost trend rates have a significant effect on the amounts reported for the health care plan. A 1% change in the health care trend rate assumption would have the following effects on other postretirement benefits:

	<u>1-Percentage Point Increase</u>	<u>1-Percentage Point Decrease</u>
	(In thousands)	
Effect on total service and interest cost components	\$ 301	\$ (233)
Effect on postretirement benefit obligation	2,525	(1,971)

We have a profit sharing and 401(k) savings plan for employees. At the discretion of the Board of Directors, we may make a contribution of up to 5% of each participant's eligible compensation. We provide a matching 401(k) savings contribution on employees' before-tax contributions at a rate of 80% of the first \$1,000 contributed and 40% of the next \$2,000 contributed. We recognized expenses related to these plans of \$5.3 million, \$3.1 million and \$3.6 million in 2013, 2012 and 2011, respectively.

#### 14. Income Taxes

Net deferred tax assets and liabilities as of December 31, 2013 and 2012 are as follows:

	<u>2013</u>	<u>2012</u>
	(In thousands)	
Total deferred tax assets	\$ 1,043,477	\$ 997,784
Total deferred tax liabilities	<u>(42,158)</u>	<u>(44,350)</u>
Net deferred tax asset before valuation allowance	1,001,319	953,434
Valuation allowance	<u>(1,004,256)</u>	<u>(965,987)</u>
Net deferred tax liability	<u>\$ (2,937)</u>	<u>\$ (12,553)</u>

The components of the net deferred tax liability as of December 31, 2013 and 2012 are as follows:

	2013	2012
	(In thousands)	
Benefit plans	\$ (26,111)	\$ 77
Net operating loss	915,378	866,700
Loss reserves	36,236	55,615
Unrealized (appreciation) depreciation in investments	29,230	(14,448)
Mortgage investments	13,450	14,602
Deferred compensation	15,994	13,288
Premium deficiency reserves	16,961	25,823
Other, net	181	(8,223)
Net deferred tax asset before valuation allowance	1,001,319	953,434
Valuation allowance	(1,004,256)	(965,987)
Net deferred tax liability	<u>\$ (2,937)</u>	<u>\$ (12,553)</u>

We review the need to adjust the deferred tax asset valuation allowance on a quarterly basis. We analyze several factors, among which are the severity and frequency of operating losses, our capacity for the carryback or carryforward of any losses, the existence and current level of taxable operating income, the expected occurrence of future income or loss and available tax planning strategies. Based on our analysis and the level of cumulative operating losses, we continue to reduce our benefit from income tax through the recognition of a valuation allowance.

The effect of the change in valuation allowance on the benefit from income taxes was as follows:

	2013	2012	2011
	(In thousands)		
Benefit from income taxes	\$ (17,239)	\$ (330,740)	\$ (196,835)
Change in valuation allowance	20,935	329,175	198,428
Provision for (benefit from) income taxes	<u>\$ 3,696</u>	<u>\$ (1,565)</u>	<u>\$ 1,593</u>

The increase in the valuation allowance that was included in other comprehensive income was \$17.3 million, \$28.1 million and zero for the years ended December 31, 2013, 2012 and 2011, respectively. The total valuation allowance as of December 31, 2013, December 31, 2012 and December 31, 2011 was \$1,004.2 million, \$966.0 million and \$608.8 million, respectively.

Giving full effect to the carryback of net operating losses for federal income tax purposes, we have approximately \$2,616 million of net operating loss carryforwards on a regular tax basis and \$1,731 million of net operating loss carryforwards for computing the alternative minimum tax as of December 31, 2013. Any unutilized carryforwards are scheduled to expire at the end of tax years 2029 through 2033.

The following summarizes the components of the provision for (benefit from) income taxes:

	<u>2013</u>	<u>2012</u>	<u>2011</u>
	(In thousands)		
Current	\$ 916	\$ (4,251)	\$ 598
Deferred	7	90	(945)
Other	<u>2,773</u>	<u>2,596</u>	<u>1,940</u>
Provision for (benefit from) income taxes	<u>\$ 3,696</u>	<u>\$ (1,565)</u>	<u>\$ 1,593</u>

We paid (received) \$0.1 million, (\$7.0) million and zero in federal income tax in 2013, 2012 and 2011, respectively.

The reconciliation of the federal statutory income tax benefit rate to the effective income tax rate is as follows:

	<u>2013</u>	<u>2012</u>	<u>2011</u>
Federal statutory income tax benefit rate	(35.0)%	(35.0)%	(35.0) %
Valuation allowance	45.4	35.4	41.0
Tax exempt municipal bond interest	(3.7)	(0.8)	(5.4)
Other, net	<u>1.3</u>	<u>0.2</u>	<u>(0.3)</u>
Effective income tax rate	<u>8.0%</u>	<u>(0.2)%</u>	<u>0.3%</u>

The Internal Revenue Service (“IRS”) completed examinations of our federal income tax returns for the years 2000 through 2007 and issued proposed assessments for unpaid taxes, interest and penalties related to our treatment of the flow-through income and loss from an investment in a portfolio of residual interests of Real Estate Mortgage Investment Conduits (“REMICs”). The IRS indicated that it did not believe that, for various reasons, we had established sufficient tax basis in the REMIC residual interests to deduct the losses from taxable income. The proposed assessments for taxes and penalties related to these matters is \$197.5 million and at December 31, 2013, there would also be interest of approximately \$154.5 million. In addition, depending on the outcome of this matter, additional state income taxes and state interest may become due when a final resolution is reached. As of December 31, 2013, those state taxes and interest would approximate \$46.0 million. In addition, there could also be state tax penalties.

Our total amount of unrecognized tax benefits as of December 31, 2013 is \$105.4 million, which represents the tax benefits generated by the REMIC portfolio included in our tax returns that we have not taken benefit for in our financial statements, including any related interest. We continue to believe that our previously recorded tax provisions and liabilities are appropriate. However, we would need to make appropriate adjustments, which could be material, to our tax provision and liabilities if our view of the probability of success in this matter changes, and the ultimate resolution of this matter could have a material negative impact on our effective tax rate, results of operations, cash flows and statutory capital. In this regard, see Note 1 – “Nature of Business - Capital.”

We appealed these assessments within the IRS and, in 2007, we made a payment of \$65.2 million to the United States Department of the Treasury related to this assessment. In August 2010, we reached a tentative settlement agreement with the IRS which was not finalized. The IRS is pursuing this matter in full and absent a settlement we currently expect to be in litigation on this matter in 2014. Any such litigation could be lengthy and costly in terms of legal fees and related expenses.

In March 2012, we received a Revenue Agent's Report from the IRS related to the examination of our federal income tax returns for the years 2008 and 2009. In January 2013, we received a Revenue Agent's Report from the IRS related to the examination of our federal income tax return for the year 2010. The adjustments that are proposed by the IRS are temporary in nature and will have no material effect on the financial statements.

Under current guidance, when evaluating a tax position for recognition and measurement, an entity shall presume that the tax position will be examined by the relevant taxing authority that has full knowledge of all relevant information. The interpretation adopts a benefit recognition model with a two-step approach, a more-likely-than-not threshold for recognition and derecognition, and a measurement attribute that is the greatest amount of benefit that is cumulatively greater than 50% likely of being realized. A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

	Unrecognized tax benefits		
	2013	2012	2011
	(In thousands)		
Balance at beginning of year	\$ 104,550	\$ 110,080	\$ 109,282
Additions based on tax positions related to the current year	-	-	-
Additions for tax positions of prior years	816	511	798
Reductions for tax positions of prior years	-	(4,041)	-
Settlements	-	(2,000)	-
Balance at end of year	<u>\$ 105,366</u>	<u>\$ 104,550</u>	<u>\$ 110,080</u>

The total amount of the unrecognized tax benefits, related to our aforementioned REMIC issue, that would affect our effective tax rate is \$92.8 million. We recognize interest accrued and penalties related to unrecognized tax benefits in income taxes. During 2013, we recognized \$0.8 million in interest. As of December 31, 2013 and 2012, we had \$26.1 million and \$25.3 million of accrued interest related to uncertain tax positions, respectively. The statute of limitations related to the consolidated federal income tax return is closed for all years prior to 2000.

## 15. Shareholders' Equity

In June 2013, we amended our Articles of Incorporation to increase our authorized common stock from 680 million shares to 1.0 billion shares. In April 2012, we amended our Articles of Incorporation to increase our authorized common stock from 460 million shares to 680 million shares.

In March 2013 we completed the public offering and sale of 135 million shares of our common stock at a price of \$5.15 per share. We received net proceeds of approximately \$663.3 million, after deducting underwriting discount and offering expenses. The shares of common stock sold were newly issued shares.

In March 2013 we also concurrently completed the sale of \$500 million principal amount of 2% Convertible Senior Notes due in 2020. For more information, see Note 8 – “Debt.”

In March 2013 we contributed \$800 million to MGIC to increase its capital as discussed in Note 17 – “Statutory Capital.” We intend to use the remaining net proceeds from the offerings for general corporate purposes, which may include further increasing the capital of MGIC and other subsidiaries and improving liquidity by providing funds for debt service.

We have a Shareholders Rights Agreement which was approved by shareholders (the “Agreement”) dated July 25, 2012, as amended through March 11, 2013, that seeks to diminish the risk that our ability to use our net operating losses (“NOLs”) to reduce potential future federal income tax obligations may become substantially limited and to deter certain abusive takeover practices. The benefit of the NOLs would be substantially limited, and the timing of the usage of the NOLs could be substantially delayed, if we were to experience an “ownership change” as defined by Section 382 of the Internal Revenue Code.

Under the Agreement each outstanding share of our Common Stock is accompanied by one Right. The Distribution Date occurs on the earlier of ten days after a public announcement that a person has become an Acquiring Person, or ten business days after a person announces or begins a tender offer in which consummation of such offer would result in a person becoming an Acquiring Person. An Acquiring Person is any person that becomes, by itself or together with its affiliates and associates, a beneficial owner of 5% or more of the shares of our Common Stock then outstanding, but excludes, among others, certain exempt and grandfathered persons as defined in the Agreement. The Rights are not exercisable until the Distribution Date. Each Right will initially entitle shareholders to buy one-tenth of one share of our Common Stock at a Purchase Price of \$14 per full share (equivalent to \$1.40 for each one-tenth share), subject to adjustment. Each exercisable Right (subject to certain limitations) will entitle its holder to purchase, at the Rights’ then-current Purchase Price, a number of our shares of Common Stock (or if after the Shares Acquisition Date, we are acquired in a business combination, common shares of the acquiror) having a market value at the time equal to twice the Purchase Price. The Rights will expire on August 1, 2015, or earlier as described in the Agreement. The Rights are redeemable at a price of \$0.001 per Right at any time prior to the time a person becomes an Acquiring Person. Other than certain amendments, the Board of Directors may amend the Rights in any respect without the consent of the holders of the Rights.

We have 28.9 million authorized shares reserved for conversion under our convertible debentures and 97.6 million authorized shares reserved for conversion under our convertible senior notes. (See Note 8 – “Debt”)

## 16. Dividend Restrictions

Our insurance subsidiaries are subject to statutory regulations as to maintenance of policyholders' surplus and payment of dividends. The maximum amount of dividends that the insurance subsidiaries may pay in any twelve-month period without regulatory approval by the Office of the Commissioner of Insurance of the State of Wisconsin is the lesser of adjusted statutory net income or 10% of statutory policyholders' surplus as of the preceding calendar year end. Adjusted statutory net income is defined for this purpose to be the greater of statutory net income, net of realized investment gains, for the calendar year preceding the date of the dividend or statutory net income, net of realized investment gains, for the three calendar years preceding the date of the dividend less dividends paid within the first two of the preceding three calendar years.

The senior notes, convertible senior notes and convertible debentures, discussed in Note 8 – “Debt”, are obligations of MGIC Investment Corporation, our holding company, and not of its subsidiaries. Our holding company has no material sources of cash inflows other than investment income. The payment of dividends from our insurance subsidiaries, which other than raising capital in the public markets is the principal source of our holding company cash inflow, is restricted by insurance regulation. MGIC is the principal source of dividend-paying capacity. Since 2008, MGIC has not paid any dividends to our holding company. Through 2014, MGIC cannot pay any dividends to our holding company without approval from the OCI.

In the fourth quarter of 2008, we suspended the payment of dividends to shareholders.

## 17. Statutory Capital

### Accounting Principles

The accounting principles used in determining statutory financial amounts differ from GAAP, primarily for the following reasons:

Under statutory accounting practices, including practice prescribed by the OCI, mortgage guaranty insurance companies are required to maintain contingency loss reserves equal to 50% of premiums earned. Such amounts cannot be withdrawn for a period of ten years except as permitted by insurance regulations. With regulatory approval a mortgage guaranty insurance company may make early withdrawals from the contingency reserve when incurred losses exceed 35% of net premiums earned in a calendar year. Changes in contingency loss reserves impact the statutory statement of operations. Contingency loss reserves are not reflected as liabilities under GAAP and changes in contingency loss reserves do not impact GAAP operations. A premium deficiency reserve that may be recorded on a GAAP basis when present value of expected future losses and expenses exceeds the present value of expected future premiums and already established loss reserves, may not be recorded on a statutory basis if the present value of expected future premiums and already established loss reserves and statutory contingency reserves, exceeds the present value of expected future losses and expenses. On a GAAP basis, when calculating a premium deficiency reserve policies are grouped based on how they are acquired, serviced and measured. On a statutory basis, a premium deficiency reserve is calculated on all policies in force.

Under statutory accounting practices, insurance policy acquisition costs are charged against operations in the year incurred. Under GAAP, these costs are deferred and amortized as the related premiums are earned commensurate with the expiration of risk.

Under statutory accounting practices, purchases of tax and loss bonds are accounted for as investments. Under GAAP, purchases of tax and loss bonds are recorded as payments of current income taxes.

Under statutory accounting practices, changes in deferred tax assets and liabilities are recognized as a separate component of gains and losses in statutory surplus. Under GAAP, changes in deferred tax assets and liabilities are recorded on the statement of operations as a component of the (benefit) provision for income tax.

Under statutory accounting practices, fixed maturity investments are generally valued at amortized cost. Under GAAP, those investments which we do not have the ability and intent to hold to maturity are considered to be available-for-sale and are recorded at fair value, with the unrealized gain or loss recognized, net of tax, as an increase or decrease to shareholders' equity.

Under statutory accounting practices, certain assets, including certain deferred tax assets, designated as non-admitted assets, are charged directly against statutory surplus. Such assets are reflected on the GAAP financial statements.

The statutory net income, surplus and the contingency reserve liability of the insurance subsidiaries (excluding the non-insurance subsidiaries of our parent company), as well as the surplus contributions made to MGIC and other insurance subsidiaries and dividends paid by MGIC to us, are included below. The surplus amounts included below are the combined surplus of our insurance operations as utilized in our risk-to-capital calculations.

Year Ended December 31,	Net loss	Surplus	Contingency Reserve
(In thousands)			
2013	\$ (8,046)	\$ 1,584,121	\$ 18,558
2012	(902,878)	748,592	6,430
2011	(436,277)	1,657,349	4,104

Year Ended December 31,	Additions to the surplus of MGIC from parent company funds	Additions to the surplus of other insurance subsidiaries from parent company funds	Dividends paid by MGIC to the parent company
(In thousands)			
2013	\$ 800,000	\$ -	\$ -
2012	100,000	-	-
2011	200,000	-	-

## Statutory Capital Requirements

The insurance laws of 16 jurisdictions, including Wisconsin, our domiciliary state, require a mortgage insurer to maintain a minimum amount of statutory capital relative to the risk in force (or a similar measure) in order for the mortgage insurer to continue to write new business. We refer to these requirements as the “State Capital Requirements” and, together with the GSE Capital Standards, the “Capital Requirements.” While they vary among jurisdictions, the most common State Capital Requirements allow for a maximum risk-to-capital ratio of 25 to 1. This ratio is computed on a statutory basis for our insurance entities and is our net risk in force divided by our policyholders’ position. Policyholders’ position consists primarily of statutory policyholders’ surplus, plus the statutory contingency reserve. A risk-to-capital ratio will increase if the percentage decrease in capital exceeds the percentage decrease in insured risk. Therefore, as capital decreases, the same dollar decrease in capital will cause a greater percentage decrease in capital and a greater increase in the risk-to-capital ratio. Wisconsin does not regulate capital by using a risk-to-capital measure but instead requires a minimum policyholder position (“MPP”). The “policyholder position” of a mortgage insurer is its net worth or surplus, contingency reserve and a portion of the reserves for unearned premiums.

During part of 2012 and 2013, MGIC’s risk-to-capital ratio exceeded 25 to 1. In March 2013, our holding company issued additional equity and convertible debt securities and transferred \$800 million to increase MGIC’s capital. In April 2013, we entered into a quota share reinsurance transaction with a group of unaffiliated reinsurers. That transaction applies to new insurance written between April 1, 2013 and December 31, 2015 (with certain exclusions). In December 2013, we entered into an Addendum to the quota share transaction that applies to certain insurance written before April 1, 2013. Although the quota share transaction was approved by the GSEs, it is possible that under the GSE Capital Standards, discussed in Note 1 – “Nature of Business – Capital”, and/or the revised State Capital Requirements discussed below, MGIC will not be allowed full credit for the risk ceded to the reinsurers under the transaction. If MGIC is disallowed full credit, MGIC may terminate the transaction, without penalty, when such disallowance becomes effective. At December 31, 2013, MGIC’s risk-to-capital ratio was 15.8 to 1, below the maximum allowed by the jurisdictions with State Capital Requirements, and its policyholder position was \$454 million above the required MPP of \$1.0 billion. Excluding the effects of the Addendum, MGIC’s risk-to-capital would have been 19.2 to 1. At this time, we expect MGIC to continue to comply with the current State Capital Requirements, although we cannot assure you of such compliance. Matters that could negatively affect such compliance are discussed throughout the financial statement footnotes.

At December 31, 2013, the risk-to-capital ratio of our combined insurance operations (which includes reinsurance affiliates) was 18.4 to 1. A higher risk-to-capital ratio on a combined basis may indicate that, in order for MGIC to continue to utilize reinsurance arrangements with its subsidiaries or subsidiaries of our holding company, unless a waiver of the State Capital Requirements is obtained from the appropriate regulators, additional capital contributions to the reinsurance affiliates could be needed. These reinsurance arrangements permit MGIC to write insurance with a higher coverage percentage than it could on its own under certain state-specific requirements. The OCI waived, through 2015, the State Capital Requirements for our reinsurance affiliate that did not meet them. Although we do not believe it is likely, the OCI may modify or revoke the waiver at any time. If the waiver were revoked, we could make a capital contribution to the reinsurance affiliate so that it would comply with the State Capital Requirements.

In November 2013, the NAIC presented for discussion proposed changes to its Mortgage Guaranty Insurance Model Act. In connection with that, the NAIC announced that it plans to revise the minimum capital and surplus requirements for mortgage insurers, although it has not established a date by which it must make proposals to revise such requirements. Depending on the scope of the revisions made by the NAIC, MGIC may be prevented from writing new business in the jurisdictions adopting such proposals.

If MGIC fails to meet the State Capital Requirements of Wisconsin and is unable to obtain a waiver of them from the OCI, MGIC could be prevented from writing new business in all jurisdictions. If MGIC were prevented from writing new business in all jurisdictions, our insurance operations in MGIC would be in run-off (meaning no new loans would be insured but loans previously insured would continue to be covered, with premiums continuing to be received and losses continuing to be paid on those loans) until MGIC either met the State Capital Requirements or obtained a waiver to allow it to once again write new business.

If MGIC fails to meet the State Capital Requirements of a jurisdiction other than Wisconsin and is unable to obtain a waiver of them, MGIC could be prevented from writing new business in that particular jurisdiction. New insurance written in the jurisdictions that have State Capital Requirements represented approximately 50% of our new insurance written in 2013. Depending on the level of losses that MGIC experiences in the future, it is possible that regulatory action by one or more jurisdictions, including those that do not have specific State Capital Requirements, may prevent MGIC from continuing to write new insurance in such jurisdictions.

A possible future failure by MGIC to meet the Capital Requirements will not necessarily mean that MGIC lacks sufficient resources to pay claims on its insurance liabilities. While we believe MGIC has sufficient claims paying resources to meet its claim obligations on its insurance in force on a timely basis, we cannot assure you that events that may lead MGIC to fail to meet Capital Requirements would not also result in it not having sufficient claims paying resources. Matters that could negatively affect MGIC's claims paying resources are discussed throughout the financial statement footnotes.

We have in place a longstanding plan to write new business in MIC, a direct subsidiary of MGIC, in the event MGIC cannot meet the State Capital Requirements of a jurisdiction or obtain a waiver of them. MIC is licensed to write business in all jurisdictions. During 2012, MIC began writing new business in the jurisdictions where MGIC did not have a waiver of the State Capital Requirements. Because MGIC again meets the State Capital Requirements, MGIC is again writing new business in all jurisdictions and MIC has suspended writing new business. As of December 31, 2013, MIC had statutory capital of \$458 million and risk in force, net of reinsurance, of approximately \$600 million. Before MIC may again write new business, it must obtain the necessary approvals from the OCI and the GSEs.

We cannot assure you that the OCI or GSEs will approve MIC to write new business in all jurisdictions in which MGIC may become unable to do so. If one GSE does not approve MIC in all jurisdictions in which MGIC becomes unable to write new business, MIC may be able to write insurance on loans that will be sold to the other GSE or retained by private investors. However, because lenders may not know which GSE will purchase their loans until mortgage insurance has been procured, lenders may be unwilling to procure mortgage insurance from MIC. Furthermore, if we are unable to write business in all jurisdictions utilizing a combination of MGIC and MIC, lenders may be unwilling to procure insurance from us anywhere. In addition, a lender's assessment of the financial strength of our insurance operations may affect its willingness to procure insurance from us.

Statement of Statutory Accounting Principles No. 101 (“SSAP No. 101”) became effective January 1, 2012 and prescribed new standards for determining the amount of deferred tax assets that can be recognized as admitted assets for determining statutory capital. Under a permitted practice effective September 30, 2012 and until further notice, the OCI has approved MGIC to report its net deferred tax asset as an admitted asset in an amount not to exceed 10% of surplus as regards policyholders, notwithstanding any contrary provisions of SSAP No. 101. Deferred tax assets of \$138 million and \$63 million were included in MGIC’s statutory capital at December 31, 2013 and 2012, respectively.

See Note 1 – “Nature of Business – Capital” for additional information regarding the capital standards of the GSEs.

## **18. Share-based Compensation Plans**

We have certain share-based compensation plans. Under the fair value method, compensation cost is measured at the grant date based on the fair value of the award and is recognized over the service period which generally corresponds to the vesting period. The fair value of awards classified as liabilities is remeasured at each reporting period until the award is settled. Awards under our plans generally vest over periods ranging from one to three years.

We have a stock incentive plan that was adopted in May 2011. The purpose of the plan is to motivate and incent performance by, and to retain the services of, key employees and non-employee directors through receipt of equity-based and other incentive awards under the plan. The maximum number of shares of stock that can be awarded under the plan is 7.0 million. Awards issued under the plan that are subsequently forfeited will not count against the limit on the maximum number of shares that may be issued under the plan. In addition, shares used for income tax withholding or used for payment of the exercise price of an option will not be counted against such limit. The plan provides for the award of stock options, stock appreciation rights, restricted stock and restricted stock units, as well as cash incentive awards. No awards may be granted after May 5, 2021 under the plan. The vesting provisions of options, restricted stock and restricted stock units are determined at the time of grant. Shares issued under the plan are treasury shares if available, otherwise they will be newly issued shares.

The compensation cost that has been charged against income for the share-based plans was \$6.6 million, \$8.6 million and \$12.1 million for the years ended December 31, 2013, 2012 and 2011, respectively. The related income tax benefit, before valuation allowance, recognized for the share-based compensation plans was \$2.3 million, \$3.0 million and \$4.2 million for the years ended December 31, 2013, 2012 and 2011, respectively. See Note 14 – “Income Taxes” for a discussion of our valuation allowance.

There have been no options granted since 2004, and no options exercised since 2007. At December 31, 2013, all 529,800 options outstanding were exercisable at a price of \$68.20 each. All of these options expired in January 2014 without being exercised.

A summary of restricted stock or restricted stock unit (collectively called "restricted stock") activity during 2013 is as follows:

	Weighted Average Grant Date Fair Market Value	Shares
Restricted stock outstanding at December 31, 2012	\$ 7.08	3,077,582
Granted	2.75	1,853,800
Vested	6.36	(1,273,215)
Forfeited	3.37	(35,460)
Restricted stock outstanding at December 31, 2013	<u>\$ 5.15</u>	<u>3,622,707</u>

At December 31, 2013, the 3.6 million shares of restricted stock outstanding consisted of 2.7 million shares that are subject to performance conditions ("performance shares") and 0.9 million shares that are subject only to service conditions ("time vested shares"). The weighted-average grant date fair value of restricted stock granted during 2012 and 2011 was \$3.97 and \$8.94, respectively. The fair value of restricted stock granted is the closing price of the common stock on the New York Stock Exchange on the date of grant. The total fair value of restricted stock vested during 2013, 2012 and 2011 was \$4.3 million, \$6.9 million and \$14.9 million, respectively.

As of December 31, 2013, there was \$8.3 million of total unrecognized compensation cost related to nonvested share-based compensation agreements granted under the plans. Of this total, \$6.9 million of unrecognized compensation costs relate to performance shares and \$1.4 million relates to time vested shares. The unrecognized costs associated with the performance shares may or may not be recognized in future periods, depending upon whether or not the performance conditions are met. The cost associated with the time vested shares is expected to be recognized over a weighted-average period of 1.6 years.

During 2011, we granted 449,350 shares that will be settled as cash payments over the vesting period under the 2002 stock incentive plan. The grant date fair value of these restricted share units was \$8.94 in 2011. As of December 31, 2013, there was \$0.1 million of total unrecognized compensation cost related to the nonvested shares under this grant. The unrecognized compensation cost associated with this grant is expected to be recognized over a period of 0.1 years. A summary of activity related to these restricted share units for the years ended December 31, 2013, 2012 and 2011 is as follows:

	<u>2013</u>	<u>2012</u>	<u>2011</u>
Outstanding at beginning of year	294,782	443,950	-
Granted	-	-	449,350
Vested	(147,368)	(147,968)	-
Forfeited	<u>(3,268)</u>	<u>(1,200)</u>	<u>(5,400)</u>
Outstanding at end of year	<u>144,146</u>	<u>294,782</u>	<u>443,950</u>
Cash payments at vesting (in millions)	<u>\$ 0.4</u>	<u>\$ 0.6</u>	

At December 31, 2013, 3.6 million shares were available for future grant under the 2011 stock incentive plan.

## 19. Leases

We lease certain office space as well as data processing equipment and autos under operating leases that expire during the next six years. Generally, rental payments are fixed.

Total rental expense under operating leases was \$4.6 million, \$4.8 million and \$5.4 million in 2013, 2012 and 2011, respectively.

At December 31, 2013, minimum future operating lease payments are as follows (in thousands):

2014	\$ 907
2015	730
2016	540
2017	402
2018 and thereafter	<u>569</u>
Total	<u>\$ 3,148</u>

## 20. Litigation and Contingencies

Before paying a claim, we review the loan and servicing files to determine the appropriateness of the claim amount. All of our insurance policies provide that we can reduce or deny a claim if the servicer did not comply with its obligations under our insurance policy, including the requirement to mitigate our loss by performing reasonable loss mitigation efforts or, for example, diligently pursuing a foreclosure or bankruptcy relief in a timely manner. We call such reduction of claims submitted to us "curtailments." In 2011, 2012 and 2013, curtailments reduced our average claim paid by approximately 3.0%, 4.1% and 5.8%, respectively. In addition, the claims submitted to us sometimes include costs and expenses not covered by our insurance policies, such as hazard insurance premiums for periods after the claim date and losses resulting from property damage that has not been repaired. These other adjustments reduced claim amounts by less than the amount of curtailments. After we pay a claim, servicers and insureds sometimes object to our curtailments and other adjustments. We review these objections if they are sent to us within 90 days after the claim was paid. Historically, we have not had material disputes regarding our curtailments or other adjustments.

When reviewing the loan file associated with a claim, we may determine that we have the right to rescind coverage on the loan. Prior to 2008, rescissions of coverage on loans were not a material portion of our claims resolved during a year. However, beginning in 2008, our rescissions of coverage on loans have materially mitigated our paid losses. In 2009 through 2011, rescissions mitigated our paid losses in the aggregate by approximately \$3.0 billion; and in 2012 and 2013, rescissions mitigated our paid losses by approximately \$0.3 billion and \$135 million, respectively (in each case, the figure includes amounts that would have either resulted in a claim payment or been charged to a deductible under a bulk or pool policy, and may have been charged to a captive reinsurer). In recent quarters, approximately 5% of claims received in a quarter have been resolved by rescissions, down from the peak of approximately 28% in the first half of 2009.

We estimate rescissions mitigated our incurred losses by approximately \$2.5 billion in 2009 and \$0.2 billion in 2010. All of these figures include the benefit of claims not paid in the period as well as the impact of changes in our estimated expected rescission activity on our loss reserves in the period. In 2012, we estimate that our rescission benefit in loss reserves was reduced by \$0.2 billion due to probable rescission settlement agreements. We estimate that other rescissions had no significant impact on our losses incurred in 2011 through 2013. At December 31, 2013, we estimate that our total loss reserves were benefited from anticipated rescissions by approximately \$0.1 billion. Our loss reserving methodology incorporates our estimates of future rescissions and reversals of rescissions. Historically, reversals of rescissions have been immaterial. A variance between ultimate actual rescission and reversal rates and our estimates, as a result of the outcome of litigation, settlements or other factors, could materially affect our losses.

If the insured disputes our right to rescind coverage, we generally engage in discussions in an attempt to settle the dispute. As part of those discussions, we may voluntarily suspend rescissions we believe may be part of a settlement. In 2011, Freddie Mac advised its servicers that they must obtain its prior approval for rescission settlements, Fannie Mae advised its servicers that they are prohibited from entering into such settlements and Fannie Mae notified us that we must obtain its prior approval to enter into certain settlements. Since those announcements, the GSEs have consented to our settlement agreements with two customers, one of which is Countrywide, as discussed below, and have rejected other settlement agreements. We have reached and implemented settlement agreements that do not require GSE approval, but they have not been material in the aggregate.

If we are unable to reach a settlement, the outcome of the dispute ultimately would be determined by legal proceedings. Under our policies, legal proceedings disputing our right to rescind coverage may be brought up to three years after the lender has obtained title to the property (typically through a foreclosure) or the property was sold in a sale that we approved, whichever is applicable, although in a few jurisdictions there is a longer time to bring such an action. As of December 31, 2013, the period in which a dispute may be brought has not ended for approximately 28% of our post-2008 rescissions that are not subject to a settlement agreement.

Until a liability associated with a settlement agreement or litigation becomes probable and can be reasonably estimated, we consider our claim payment or rescission resolved for financial reporting purposes even though discussions and legal proceedings have been initiated and are ongoing. Under ASC 450-20, an estimated loss from such discussions and proceedings is accrued for only if we determine that the loss is probable and can be reasonably estimated.

Since December 2009, we have been involved in legal proceedings with Countrywide Home Loans, Inc. (“CHL”) and its affiliate, Bank of America, N.A., as successor to Countrywide Home Loans Servicing LP (“BANA” and collectively with CHL, “Countrywide”) in which Countrywide alleged that MGIC denied valid mortgage insurance claims. (In our SEC reports, we refer to insurance rescissions and denials of claims collectively as “rescissions” and variations of that term.) In addition to the claim amounts it alleged MGIC had improperly denied, Countrywide contended it was entitled to other damages of almost \$700 million as well as exemplary damages. We sought a determination in those proceedings that we were entitled to rescind coverage on the applicable loans.

In April 2013, MGIC entered into separate settlement agreements with CHL and BANA, pursuant to which the parties will settle the Countrywide litigation as it relates to MGIC’s rescission practices (as amended, the “Agreements”). The Agreement with BANA covers loans purchased by the GSEs. As of September 30, 2013, rescissions of coverage on approximately 2,100 loans under the Agreement with BANA had been suspended. That Agreement was implemented beginning in November 2013 and we resolved all of those suspended rescissions in November and December 2013 by paying the associated claim or processing the rescission. The pending arbitration proceedings concerning the loans covered by that agreement have been dismissed, the mutual releases between the parties regarding such loans have become effective and the litigation between the parties regarding such loans is to be dismissed.

The Agreement with CHL covers loans that were purchased by non-GSE investors, including securitization trusts (the “other investors”). That Agreement will be implemented only as and to the extent that it is consented to by or on behalf of the other investors, and any such implementation is expected to occur no earlier than the second quarter of 2014. While there can be no assurance that the Agreement with CHL will be implemented, we have determined that its implementation is probable.

We recorded the estimated impact of the Agreements and another probable settlement in our financial statements for the quarter ending December 31, 2012. We have also recorded the estimated impact of other probable settlements, which in the aggregate have not been material. The estimated impact that we recorded is our best estimate of our loss from these matters. We estimate that the maximum exposure above the best estimate provision we recorded is \$475 million, of which about 50% is from rescission practices subject to the Agreement with CHL. If we are not able to implement the Agreement with CHL or the other settlements we consider probable, we intend to defend MGIC vigorously against any related legal proceedings.

The flow policies at issue with Countrywide are in the same form as the flow policies that we used with all of our customers during the period covered by the Agreements, and the bulk policies at issue vary from one another, but are generally similar to those used in the majority of our Wall Street bulk transactions. The settlement with Countrywide may encourage other customers to pursue remedies against us.

We are involved in discussions and legal proceedings with customers with respect to our claims paying practices that are collectively material in amount. Although it is reasonably possible that, when these discussions or legal proceedings are completed, we will not prevail in all cases, we are unable to make a reasonable estimate or range of estimates of the potential liability. We estimate the maximum exposure associated with these discussions and legal proceedings to be approximately \$260 million, although we believe we will ultimately resolve these matters for significantly less than this amount.

The estimates of our maximum exposure referred to above do not include interest or consequential or exemplary damages.

Consumers continue to bring lawsuits against home mortgage lenders and settlement service providers. Mortgage insurers, including MGIC, have been involved in litigation alleging violations of the anti-referral fee provisions of the Real Estate Settlement Procedures Act, which is commonly known as RESPA, and the notice provisions of the Fair Credit Reporting Act, which is commonly known as FCRA. MGIC's settlement of class action litigation against it under RESPA became final in October 2003. MGIC settled the named plaintiffs' claims in litigation against it under FCRA in December 2004, following denial of class certification in June 2004. Since December 2006, class action litigation has been brought against a number of large lenders alleging that their captive mortgage reinsurance arrangements violated RESPA. Beginning in December 2011, MGIC, together with various mortgage lenders and other mortgage insurers, has been named as a defendant in twelve lawsuits, alleged to be class actions, filed in various U.S. District Courts. Seven of those cases have previously been dismissed without any further opportunity to appeal. The complaints in all of the cases allege various causes of action related to the captive mortgage reinsurance arrangements of the mortgage lenders, including that the lenders' captive reinsurers received excessive premiums in relation to the risk assumed by those captives thereby violating RESPA. MGIC denies any wrongdoing and intends to vigorously defend itself against the allegations in the lawsuits. There can be no assurance that we will not be subject to further litigation under RESPA (or FCRA) or that the outcome of any such litigation, including the lawsuits mentioned above, would not have a material adverse effect on us.

In 2013, the U.S. District Court for the Southern District of Florida approved a settlement with the CFPB that resolved a federal investigation of MGIC's participation in captive reinsurance arrangements in the mortgage insurance industry. The settlement concluded the investigation with respect to MGIC without the CFPB or the court making any findings of wrongdoing. As part of the settlement, MGIC agreed that it would not enter into any new captive reinsurance agreement or reinsure any new loans under any existing captive reinsurance agreement for a period of ten years. MGIC had voluntarily suspended most of its captive arrangements in 2008 in response to market conditions and GSE requests. In connection with the settlement, MGIC paid a civil penalty of \$2.65 million and the court issued an injunction prohibiting MGIC from violating any provisions of RESPA.

We received requests from the Minnesota Department of Commerce (the "MN Department") beginning in February 2006 regarding captive mortgage reinsurance and certain other matters in response to which MGIC has provided information on several occasions, including as recently as May 2011. In August 2013, MGIC and several competitors received a draft Consent Order from the MN Department containing proposed conditions to resolve its investigation, including unspecified penalties. We are engaged in discussions with the MN Department regarding the draft Consent Order. We also received a request in June 2005 from the New York Department of Financial Services for information regarding captive mortgage reinsurance arrangements and other types of arrangements in which lenders receive compensation. Other insurance departments or other officials, including attorneys general, may also seek information about, investigate, or seek remedies regarding captive mortgage reinsurance.

Various regulators, including the CFPB, state insurance commissioners and state attorneys general may bring actions seeking various forms of relief in connection with violations of RESPA. The insurance law provisions of many states prohibit paying for the referral of insurance business and provide various mechanisms to enforce this prohibition. While we believe our practices are in conformity with applicable laws and regulations, it is not possible to predict the eventual scope, duration or outcome of any such reviews or investigations nor is it possible to predict their effect on us or the mortgage insurance industry.

We are subject to comprehensive, detailed regulation by state insurance departments. These regulations are principally designed for the protection of our insured policyholders, rather than for the benefit of investors. Although their scope varies, state insurance laws generally grant broad supervisory powers to agencies or officials to examine insurance companies and enforce rules or exercise discretion affecting almost every significant aspect of the insurance business. Given the recent significant losses incurred by many insurers in the mortgage and financial guaranty industries, our insurance subsidiaries have been subject to heightened scrutiny by insurance regulators. State insurance regulatory authorities could take actions, including changes in capital requirements or termination of waivers of capital requirements, that could have a material adverse effect on us. As noted above, in early 2013, the CFPB issued rules to implement laws requiring mortgage lenders to make ability-to-pay determinations prior to extending credit. We are uncertain whether the CFPB will issue any other rules or regulations that affect our business. Such rules and regulations could have a material adverse effect on us.

In December 2013, the U.S. Treasury Department's Federal Insurance Office released a report that calls for federal standards and oversight for mortgage insurers to be developed and implemented. It is uncertain what form the standards and oversight will take and when they will become effective.

We understand several law firms have, among other things, issued press releases to the effect that they are investigating us, including whether the fiduciaries of our 401(k) plan breached their fiduciary duties regarding the plan's investment in or holding of our common stock or whether we breached other legal or fiduciary obligations to our shareholders. We intend to defend vigorously any proceedings that may result from these investigations. With limited exceptions, our bylaws provide that our officers and 401(k) plan fiduciaries are entitled to indemnification from us for claims against them.

A non-insurance subsidiary of our holding company is a shareholder of the corporation that operates the Mortgage Electronic Registration System ("MERS"). Our subsidiary, as a shareholder of MERS, has been named as a defendant (along with MERS and its other shareholders) in eight lawsuits asserting various causes of action arising from allegedly improper recording and foreclosure activities by MERS. Seven of these lawsuits have been dismissed without any further opportunity to appeal. The remaining lawsuit has also been dismissed by the U.S. District Court, however, the plaintiff in that lawsuit has filed a motion for reconsideration by the U.S. District Court and to certify a related question of law to the Supreme Court of the State in which the U.S. District Court is located. The damages sought in this remaining case are substantial. We deny any wrongdoing and intend to defend ourselves vigorously against the allegations in the lawsuits.

In addition to the matters described above, we are involved in other legal proceedings in the ordinary course of business. In our opinion, based on the facts known at this time, the ultimate resolution of these ordinary course legal proceedings will not have a material adverse effect on our financial position or results of operations.

Through a non-insurance subsidiary, we utilize our underwriting skills to provide an outsourced underwriting service to our customers known as contract underwriting. As part of the contract underwriting activities, that subsidiary is responsible for the quality of the underwriting decisions in accordance with the terms of the contract underwriting agreements with customers. That subsidiary may be required to provide certain remedies to its customers if certain standards relating to the quality of our underwriting work are not met, and we have an established reserve for such future obligations. Claims for remedies may be made a number of years after the underwriting work was performed. Beginning in the second half of 2009, our subsidiary experienced an increase in claims for contract underwriting remedies, which continued throughout 2012. The related contract underwriting remedy expense was approximately \$27 million, \$23 million and \$19 million for the years ended December 31, 2012, 2011 and 2010. The underwriting remedy expense for 2013 was approximately \$5 million, but may increase in the future.

See Note 14 – “Income Taxes” for a description of federal income tax contingencies.

**21. Unaudited Quarterly Financial Data**

2013:	Quarter				2013 Year
	First	Second	Third	Fourth	
	(In thousands, except share data)				
Net premiums written	\$ 248,500	\$ 236,622	\$ 234,278	\$ 204,081	\$ 923,481
Net premiums earned	247,059	237,777	231,857	226,358	943,051
Investment income, net of expenses	18,328	20,883	20,250	21,278	80,739
Loss incurred, net	266,208	196,274	180,189	196,055	838,726
Change in premium deficiency reserves	(1,650)	(11,283)	(3,813)	(8,574)	(25,320)
Underwriting and other operating expenses	50,012	47,562	47,970	46,974	192,518
Interest expense	26,406	17,942	17,653	17,662	79,663
Net income (loss)	(72,930)	12,375	12,114	(1,407)	(49,848)
Income (loss) per share (a):					
Basic	(0.31)	0.04	0.04	(0.00)	(0.16)
Diluted	(0.31)	0.04	0.04	(0.00)	(0.16)

2012:	Quarter				2012 Year
	First	Second	Third	Fourth (b)	
	(In thousands, except share data)				
Net premiums written	\$ 254,986	\$ 238,605	\$ 263,505	\$ 260,736	\$ 1,017,832
Net premiums earned	262,405	242,628	266,432	261,705	1,033,170
Investment income, net of expenses	37,408	32,178	30,394	21,660	121,640
Loss incurred, net	337,088	551,408	490,121	688,636	2,067,253
Change in premium deficiency reserves	(14,183)	(27,358)	(9,144)	(10,351)	(61,036)
Underwriting and other operating expenses	50,343	48,910	50,678	51,516	201,447
Interest expense	24,627	24,912	24,478	25,327	99,344
Net income (loss)	(19,555)	(273,891)	(246,942)	(386,691)	(927,079)
Income (loss) per share (a):					
Basic	(0.10)	(1.36)	(1.22)	(1.91)	(4.59)
Diluted	(0.10)	(1.36)	(1.22)	(1.91)	(4.59)

- (a) Due to the use of weighted average shares outstanding when calculating earnings per share, the sum of the quarterly per share data may not equal the per share data for the year.
- (b) The results for the fourth quarter of 2012 include a loss of approximately \$267 million related to our settlement with Freddie Mac and approximately \$100 million related to our probable rescission settlement agreements. See Note 20 – “Litigation and Contingencies.”

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of  
MGIC Investment Corporation

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of operations, comprehensive income, shareholders' equity and of cash flows present fairly, in all material respects, the financial position of MGIC Investment Corporation and its subsidiaries (the "Company") at December 31, 2013 and 2012, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2013 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2013, based on criteria established in *Internal Control - Integrated Framework* (1992) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on these financial statements and on the Company's internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PricewaterhouseCoopers LLP

Milwaukee, Wisconsin  
February 28, 2014

**Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.**

None.

**Item 9A. Controls and Procedures.**

**Management's Conclusion Regarding the Effectiveness of Disclosure Controls**

Our management, with the participation of our principal executive officer and principal financial officer, has evaluated our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended), as of the end of the period covered by this annual report. Based on such evaluation, our principal executive officer and principal financial officer concluded that such controls and procedures were effective as of the end of such period.

**Management's Report on Internal Control Over Financial Reporting**

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Exchange Act Rule 13a-15(f)). Our internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Because of its inherent limitations, however, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our management, with the participation of our principal executive officer and principal financial officer, has evaluated the effectiveness of our internal control over financial reporting using the framework in *Internal Control – Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission in 1992. Based on such evaluation, our management concluded that our internal control over financial reporting was effective as of December 31, 2013.

PricewaterhouseCoopers LLP, an independent registered public accounting firm, has audited the consolidated financial statements and effectiveness of internal control over financial reporting as of December 31, 2013, as stated in their report which appears herein.

**Changes in Internal Control during the Fourth Quarter**

There was no change in our internal control over financial reporting that occurred during the fourth quarter of 2013 that materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

**Item 9B. Other Information.**

None.

## PART III

### **Item 10. Directors, Executive Officers and Corporate Governance.**

This information (other than on the executive officers) will be included in our Proxy Statement for the 2014 Annual Meeting of Shareholders, and is hereby incorporated by reference. The information on the executive officers appears at the end of Part I of this Form 10-K.

Our Code of Business Conduct is available on our website (<http://mtg.mgic.com>) under the “Investor Information; Corporate Governance” links. Written copies of our Code of Business Conduct are available to any shareholder who submits a written request to our Secretary, addressed to: MGIC Investment Corporation, Secretary, P.O. Box 488, Milwaukee, WI 53201. We intend to disclose on our website any waivers and amendments to our Code of Business Conduct that are required to be disclosed under Item 5.05 of Form 8-K.

### **Item 11. Executive Compensation.**

This information will be included in our Proxy Statement for the 2014 Annual Meeting of Shareholders and is hereby incorporated by reference.

### **Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.**

This information, other than information regarding equity compensation plans required by Item 201(d) of Regulation S-K of the Securities and Exchange Commission which appears below, will be included in our Proxy Statement for the 2014 Annual Meeting of Shareholders, and is hereby incorporated by reference.

The table below sets forth certain information, as of December 31, 2013, about options outstanding (all of which are exercisable) under our 2002 Stock Incentive Plan (the “2002 Plan”). Other than under this plan, no options, warrants or rights were outstanding at that date under any compensation plan or individual compensation arrangement with us. We have no compensation plan under which our equity securities may be issued that has not been approved by shareholders. Share units or phantom shares, which have no voting power and can be settled only in cash, are not considered to be equity securities for this purpose.

Plan Category	(a)	(b)	(c)
	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	Weighted Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available For Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a))
Equity compensation plans approved by security holders	529,800 (1)	\$ 68.20	3,614,834 (2)
Equity compensation plans not approved by security holders	-	-	-
<b>Total</b>	<b>529,800 (1)</b>	<b>\$ 68.20</b>	<b>3,614,834 (2)</b>

(1) Excludes 3,607,974 restricted stock units (RSUs) granted for which shares will be issued if certain criteria are met. Of the 3,607,974 RSUs granted, 2,752,143 are subject to performance conditions and the remainder are subject to service conditions. Those RSUs were granted under our 2002 Plan and our 2011 Omnibus Incentive Plan (the “2011 Plan”).

(2) Reflects shares available for granting. All of these shares are available under our 2011 Plan.

**Item 13. Certain Relationships and Related Transactions, and Director Independence.**

To the extent applicable, this information will be included in our Proxy Statement for the 2014 Annual Meeting of Shareholders, and is hereby incorporated by reference.

**Item 14. Principal Accountant Fees and Services.**

This information will be included in our Proxy Statement for the 2014 Annual Meeting of Shareholders, and is hereby incorporated by reference.

**PART IV**

**Item 15. Exhibits and Financial Statement Schedules.**

(a)

1. Financial statements. The following financial statements are filed in Item 8 of this annual report:

Consolidated statements of operations for each of the three years in the period ended December 31, 2013

Consolidated balance sheets at December 31, 2013 and 2012

Consolidated statements of comprehensive income for each of the three years in the period ended December 31, 2013

Consolidated statements of shareholders’ equity for each of the three years in the period ended December 31, 2013

Consolidated statements of cash flows for each of the three years in the period ended December 31, 2013

Notes to consolidated financial statements

Report of independent registered public accounting firm

2. Financial statement schedules. The following financial statement schedules are filed as part of this Form 10-K and appear immediately following the signature page:

Report of independent registered public accounting firm on financial statement schedules

Schedules at and for the specified years in the three-year period ended December 31, 2013:

Schedule I - Summary of investments, other than investments in related parties

Schedule II - Condensed financial information of Registrant

Schedule IV – Reinsurance

All other schedules are omitted since the required information is not present or is not present in amounts sufficient to require submission of the schedules, or because the information required is included in the consolidated financial statements and notes thereto.

3. Exhibits. The accompanying Index to Exhibits is incorporated by reference in answer to this portion of this Item and, except as otherwise indicated in the next sentence, the Exhibits listed in such Index are filed as part of this Form 10-K. Exhibit 32 is not filed as part of this Form 10-K but accompanies this Form 10-K.

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on February 28, 2014.

### MGIC INVESTMENT CORPORATION

/s/ Curt S. Culver

Curt S. Culver  
Chairman of the Board and Chief  
Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below as of the date set forth above by the following persons on behalf of the registrant and in the capacities indicated.

#### Name and Title

/s/ Curt S. Culver

Curt S. Culver  
Chairman of the Board, Chief Executive  
Officer and Director

/s/ J. Michael Lauer

J. Michael Lauer  
Executive Vice President and  
Chief Financial Officer  
(Principal Financial Officer)

/s/ Timothy J. Mattke

Timothy J. Mattke  
Senior Vice President, Controller and  
Chief Accounting Officer  
(Principal Accounting Officer)

/s/ James A. Abbott

James A. Abbott, Director

/s/ Daniel A. Arrigoni

Daniel A. Arrigoni, Director

/s/ Cassandra C. Carr

Cassandra C. Carr, Director

/s/ C. Edward Chaplin

C. Edward Chaplin, Director

/s/ Thomas M. Hagerty

Thomas M. Hagerty, Director

/s/ Timothy A. Holt

Timothy A. Holt, Director

/s/ Kenneth M. Jastrow, II

Kenneth M. Jastrow, II, Director

/s/ Daniel P. Kearney

Daniel P. Kearney, Director

/s/ Michael E. Lehman

Michael E. Lehman, Director

/s/ William A. McIntosh

William A. McIntosh, Director

/s/ Leslie M. Muma

Leslie M. Muma, Director

/s/ Donald T. Nicolaisen

Donald T. Nicolaisen, Director

/s/ Gary A. Poliner

Gary A. Poliner, Director

/s/ Mark M. Zandi

Mark M. Zandi, Director

**Report of Independent Registered Public Accounting Firm on  
Financial Statement Schedules**

To the Board of Directors and Shareholders of  
MGIC Investment Corporation

Our audits of the consolidated financial statements and of the effectiveness of internal control over financial reporting referred to in our report dated February 28, 2014 (the report is included under Item 8 in this Annual Report on Form 10-K) also included an audit of the financial statement schedules listed in the index appearing under Item 15(a)(2) of this Form 10-K. In our opinion, these financial statement schedules present fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements.

/s/ PricewaterhouseCoopers LLP

Milwaukee, Wisconsin  
February 28, 2014

**MGIC INVESTMENT CORPORATION**  
**SCHEDULE I — SUMMARY OF INVESTMENTS -**  
**OTHER THAN INVESTMENTS IN RELATED PARTIES**

**December 31, 2013**

Type of Investment	Amortized Cost	Fair Value (In thousands)	Amount at which shown in the balance sheet
Fixed maturities:			
Bonds:			
United States Government and government agencies and authorities	\$ 663,642	\$ 639,590	\$ 639,590
States, municipalities and political subdivisions	932,922	921,367	921,367
Foreign governments	39,420	40,852	40,852
Public utilities	220,788	219,018	219,018
Asset-backed securities	399,839	400,486	400,486
Collateralized loan obligations	61,337	60,295	60,295
Mortgage-backed	661,288	629,920	629,920
All other corporate bonds	1,969,307	1,952,397	1,952,397
Total fixed maturities	4,948,543	4,863,925	4,863,925
Equity securities:			
Common stocks:			
Industrial, miscellaneous and all other	2,908	2,894	2,894
Total equity securities	2,908	2,894	2,894
Total investments	\$ 4,951,451	\$ 4,866,819	\$ 4,866,819

## MGIC INVESTMENT CORPORATION

## SCHEDULE II - CONDENSED FINANCIAL INFORMATION OF REGISTRANT

**CONDENSED BALANCE SHEETS**  
**PARENT COMPANY ONLY**  
**December 31, 2013 and 2012**

	<u>2013</u>	<u>2012</u>
	(In thousands)	
<u>ASSETS</u>		
Fixed maturities (amortized cost, 2013 – \$548,528; 2012 – \$137,330)	\$ 539,124	\$ 139,019
Cash and cash equivalents	20,725	175,880
Investment in subsidiaries, at equity in net assets	1,475,956	709,946
Accounts receivable - affiliates	380	669
Income taxes receivable	17,958	17,955
Accrued investment income	3,629	1,018
Other assets	18,943	7,431
Total assets	<u>\$ 2,076,715</u>	<u>\$ 1,051,918</u>
<u>LIABILITIES AND SHAREHOLDERS' EQUITY</u>		
<b>Liabilities:</b>		
Senior notes	\$ 82,773	\$ 99,910
Convertible senior notes	845,000	345,000
Convertible junior debentures	389,522	379,609
Accrued interest	14,882	30,459
Total liabilities	<u>1,332,177</u>	<u>854,978</u>
<b>Shareholders' equity</b>		
Common stock, (one dollar par value, shares authorized 1,000,000; shares issued 2013 – 340,047; 2012 – 205,047; shares outstanding 2013 – 337,758; 2012 – 202,032)	340,047	205,047
Paid-in capital	1,661,269	1,135,296
Treasury stock (shares at cost, 2013 – 2,289; 2012 – 3,015)	(64,435)	(104,959)
Accumulated other comprehensive loss, net of tax	(117,726)	(48,163)
Retained deficit	(1,074,617)	(990,281)
Total shareholders' equity	<u>744,538</u>	<u>196,940</u>
Total liabilities and shareholders' equity	<u>\$ 2,076,715</u>	<u>\$ 1,051,918</u>

See accompanying supplementary notes to Parent Company condensed financial statements.

## MGIC INVESTMENT CORPORATION

## SCHEDULE II - CONDENSED FINANCIAL INFORMATION OF REGISTRANT

## CONDENSED STATEMENTS OF OPERATIONS

## PARENT COMPANY ONLY

Years Ended December 31, 2013, 2012 and 2011

	2013	2012	2011
		(In thousands)	
Revenues:			
Investment income, net of expenses	\$ 5,033	\$ 6,921	\$ 15,693
Realized investment gains, net	830	9,895	4,724
Other income	-	17,775	27,688
Total revenues	<u>5,863</u>	<u>34,591</u>	<u>48,105</u>
Expenses:			
Operating expenses	511	2,227	(133)
Interest expense	79,663	99,344	103,271
Total expenses	<u>80,174</u>	<u>101,571</u>	<u>103,138</u>
Loss before income taxes	(74,311)	(66,980)	(55,033)
Benefit from income taxes	-	-	(6,872)
Equity in undistributed net income (loss) of subsidiaries	24,463	(860,099)	(437,731)
Net loss	<u>(49,848)</u>	<u>(927,079)</u>	<u>(485,892)</u>
Other comprehensive (loss) income, net	(69,563)	(78,287)	7,988
Total comprehensive loss	<u>\$ (119,411)</u>	<u>\$ (1,005,366)</u>	<u>\$ (477,904)</u>

See accompanying supplementary notes to Parent Company condensed financial statements.

## MGIC INVESTMENT CORPORATION

## SCHEDULE II - CONDENSED FINANCIAL INFORMATION OF REGISTRANT

**CONDENSED STATEMENTS OF CASH FLOWS**  
**PARENT COMPANY ONLY**  
**Years Ended December 31, 2013, 2012 and 2011**

	2013	2012	2011
		(In thousands)	
Cash flows from operating activities:			
Net loss	\$ (49,848)	\$ (927,079)	\$ (485,892)
Adjustments to reconcile net loss to net cash used in operating activities:			
Equity in undistributed net (income) loss of subsidiaries	(24,463)	860,099	437,731
Other	21,693	23,765	7,378
Change in certain assets and liabilities:			
Accounts receivable - affiliates	289	(753)	770
Income taxes receivable	(3)	5,909	(2,452)
Accrued investment income	(2,611)	2,702	1,890
Accrued interest	(15,577)	17,288	(2,438)
Net cash used in operating activities	<u>(70,520)</u>	<u>(18,069)</u>	<u>(43,013)</u>
Cash flows from investing activities:			
Transactions with subsidiaries	(800,000)	(100,000)	(200,000)
Purchase of fixed maturities	(563,968)	(120,181)	(130,503)
Sale of fixed maturities	148,608	409,601	551,493
Net cash (used in) provided by investing activities	<u>(1,215,360)</u>	<u>189,420</u>	<u>220,990</u>
Cash flows from financing activities:			
Repayment of long-term debt	(17,235)	(53,107)	(178,721)
Net proceeds from convertible senior notes	484,625	-	-
Common stock shares issued	663,335	-	-
Net cash provided by (used in) financing activities	<u>1,130,725</u>	<u>(53,107)</u>	<u>(178,721)</u>
Net (decrease) increase in cash and cash equivalents	(155,155)	118,244	(744)
Cash and cash equivalents at beginning of year	175,880	57,636	58,380
Cash and cash equivalents at end of year	<u>\$ 20,725</u>	<u>\$ 175,880</u>	<u>\$ 57,636</u>

See accompanying supplementary notes to Parent Company condensed financial statements.

**SCHEDULE II — CONDENSED FINANCIAL INFORMATION OF REGISTRANT**

**PARENT COMPANY ONLY**

**SUPPLEMENTARY NOTES**

**Note A**

The accompanying Parent Company financial statements should be read in conjunction with the Consolidated Financial Statements and Notes to Consolidated Financial Statements appearing in Item 8 of this annual report.

**Note B**

Our insurance subsidiaries are subject to statutory regulations as to maintenance of policyholders' surplus and payment of dividends. The maximum amount of dividends that the insurance subsidiaries may pay in any twelve-month period without regulatory approval by the Office of the Commissioner of Insurance of the State of Wisconsin is the lesser of adjusted statutory net income or 10% of statutory policyholders' surplus as of the preceding calendar year end. Adjusted statutory net income is defined for this purpose to be the greater of statutory net income, net of realized investment gains, for the calendar year preceding the date of the dividend or statutory net income, net of realized investment gains, for the three calendar years preceding the date of the dividend less dividends paid within the first two of the preceding three calendar years.

The senior notes, convertible senior notes and convertible debentures, discussed in Note 8 – “Debt” to our consolidated financial statements in Item 8, are obligations of MGIC Investment Corporation, our holding company, and not of its subsidiaries. The payment of dividends from our insurance subsidiaries, which other than raising capital in the public markets is the principal source of our holding company cash inflow, is restricted by insurance regulation. MGIC is the principal source of dividend-paying capacity. Since 2008, MGIC has not paid any dividends to our holding company. In 2014, MGIC cannot pay any dividends to our holding company without approval from the OCI.

In the fourth quarter of 2008, we suspended the payment of dividends to shareholders.

## MGIC INVESTMENT CORPORATION

## SCHEDULE IV — REINSURANCE

**MORTGAGE INSURANCE PREMIUMS EARNED**  
**Years Ended December 31, 2013, 2012 and 2011**

	<u>Gross Amount</u>	<u>Ceded to Other Companies</u>	<u>Assumed From Other Companies</u>	<u>Net Amount</u>	<u>Percentage of Amount Assumed to Net</u>
	(In thousands of dollars)				
Year ended December 31, 2013	\$ 979,078	\$ 38,101	\$ 2,074	\$ 943,051	0.2%
2012	1,065,663	34,918	2,425	1,033,170	0.2%
2011	1,170,868	50,924	3,891	1,123,835	0.3%

Item 15(a)3

INDEX TO EXHIBITS

Exhibit Number	Description of Exhibit	Incorporated by Reference		
		Form	Exhibit(s)	Filing Date
3.1	Articles of Incorporation, as amended.	10-Q	3.1	August 8, 2013
3.2	Amended and Restated Bylaws, as amended.	8-K	3.2	January 29, 2014
4.1	Articles of Incorporation (included within Exhibit 3.1).	10-Q	3.1	August 8, 2013
4.2	Amended and Restated Bylaws (included as Exhibit 3.2).	8-K	3.2	January 29, 2014
4.3	Amended and Restated Rights Agreement, dated as of July 25, 2012, (as amended through March 11, 2013) between MGIC Investment Corporation and Wells Fargo Bank, National Association, which includes as Exhibit A thereto the Form of Right Certificate, as Exhibit B thereto the Summary of Rights to Purchase Common Shares, and as Exhibit C thereto the Form of Representation and Request Letter.	DEF 14A	App. A	March 25, 2013
4.4	Indenture, dated as of October 15, 2000, between the MGIC Investment Corporation and Bank One Trust Company, National Association, as Trustee. [File 001-10816]	8-K	4.1	October 19, 2000
4.5	Supplemental Indenture, dated as of April 26, 2010, between MGIC Investment Corporation and U.S. Bank National Association (as successor to Bank One Trust Company, National Association), as Trustee, under the Indenture, dated as of October 15, 2000, between the Company and the Trustee.	8-K	4.1	April 30, 2010
4.6	Indenture, dated as of March 28, 2008, between U.S. Bank National Association, as trustee, and MGIC Investment Corporation. [File 001-10816]	10-Q	4.6	May 12, 2008
4.7	Second Supplemental Indenture, dated as of March 15, 2013, between MGIC Investment Corporation and U.S. Bank National Association (as successor to Bank One Trust Company, National Association), as Trustee, under the Indenture, dated as of October 15, 2000, between the Company and the Trustee.	8-K	4.1	March 15, 2013
	[We are a party to various other agreements with respect to our long-term debt. These agreements are not being filed pursuant to Reg. S-K Item 601(b) (4) (iii) (A). We hereby agree to furnish a copy of such agreements to the Commission upon its request.]			
10.1	Form of Stock Option Agreement under 2002 Stock Incentive Plan. [File 001-10816] *	10-K	10.1	March 31, 2003
10.1.1	Form of Incorporated Terms to Stock Option Agreement under 2002 Stock Incentive Plan. [File 001-10816] *	10-K	10.1.1	March 31, 2003
10.2	Form of Restricted Stock and Restricted Stock Unit Agreement under 2002 Stock Incentive Plan. [File 001-10816] *	10-K	10.2.1	March 13, 2006
10.2.1	Form of Incorporated Terms to Restricted Stock and Restricted Stock Unit Agreement under 2002 Stock Incentive Plan. [File 001-10816] *	10-K	10.2.2	March 13, 2006
10.2.4	Form of Restricted Stock and Restricted Stock Unit Agreement (for Directors) under 2002 Stock Incentive Plan. [File 001-10816] *	10-K	10.2.4	March 16, 2005

Exhibit Number	Description of Exhibit	Incorporated by Reference		
		Form	Exhibit(s)	Filing Date
10.2.5	Form of Incorporated Terms to Restricted Stock and Restricted Stock Unit Agreement (for Directors) under 2002 Stock Incentive Plan. [File 001-10816] *	10-K	10.2.5	March 16, 2005
10.2.6	Form of Restricted Stock Unit Agreement under 2002 Stock Incentive Plan (Adopted January 2011). *	10-K	10.2.18	February 29, 2012
10.2.7	Form of Incorporated Terms to Restricted Stock Unit Agreement under 2002 Stock Incentive Plan (Adopted January 2011). *	10-K	10.2.19	February 29, 2012
10.2.8	Form of Restricted Stock Unit Agreement under 2011 Omnibus Incentive Plan (Adopted January 2012). *	10-K	10.2.8	March 1, 2013
10.2.9	Form of Incorporated Terms to Restricted Stock Unit Agreement under 2011 Omnibus Incentive Plan (Adopted January 2012). *	10-K	10.2.9	March 1, 2013
<a href="#">10.2.10</a>	Form of Restricted Stock Unit Agreement under 2011 Omnibus Incentive Plan (Adopted January 2013). * †			
<a href="#">10.2.11</a>	Form of Incorporated Terms to Restricted Stock Unit Agreement under 2011 Omnibus Incentive Plan (Adopted January 2013). * †			
10.3	MGIC Investment Corporation 1991 Stock Incentive Plan. [File 001-10816] *	10-K	10.7	March 29, 2000
10.3.1	MGIC Investment Corporation 2002 Stock Incentive Plan, as amended. *	10-K	10.3.1	March 1, 2011
10.3.2	MGIC Investment Corporation 2011 Omnibus Incentive Plan. *	DEF 14A	App. B	March 31, 2011
10.5	Two Forms of Restricted Stock Award Agreement under 1991 Stock Incentive Plan. [File 001-10816] *	10-K	10.10	March 29, 2000
<a href="#">10.6</a>	Executive Bonus Plan. * †			
10.7	Supplemental Executive Retirement Plan. *	8-K	10.7	January 29, 2014
10.8	MGIC Investment Corporation Deferred Compensation Plan for Non-Employee Directors, as amended.*	10-K	10.8	March 1, 2011
10.9	MGIC Investment Corporation 1993 Restricted Stock Plan for Non-Employee Directors. [File 001-10816] *	10-K	10.24	March 25, 1994
10.10	Two Forms of Award Agreement under MGIC Investment Corporation 1993 Restricted Stock Plan for Non-Employee Directors. *	10-Q	10.27 and 10.28	August 12, 1994
10.11.1	Form of Key Executive Employment and Severance Agreement. *	10-K	10.11.1	March 2, 2009
10.11.2	Form of Incorporated Terms to Key Executive Employment and Severance Agreement. *	10-K	10.11.2	March 2, 2009
10.11.3	Form of Letter Agreement Amending Certain of the Company's Key Executive Employment and Severance Agreements. *	8-K	10.11.3	April 13, 2009
10.11.4	Supplemental Plan for Executives covered by MGIC Investment Corporation Key Executive Employment and Severance Agreements. *	8-K	10.11.4	October 25, 2011

Exhibit Number	Description of Exhibit	Incorporated by Reference		
		Form	Exhibit(s)	Filing Date
10.12	Form of Agreement Not to Compete. *	10-K	10.12	March 1, 2013
10.14	Confidential Settlement Agreement and Release dated as of April 19, 2013 (“BANA Agreement”), by and between Mortgage Guaranty Insurance Corporation and Bank of America, N.A. (as a successor to BAC Home Loans Servicing f/k/a Countrywide Home Loans Servicing LP), on its own behalf and as successor in interest by <i>de jure</i> merger to Countrywide Bank FSB, formerly Treasury Bank. Countrywide Home Loans, Inc. is also a party to the BANA Agreement solely to the extent specified in BANA Agreement. **	8-K	10.1	April 25, 2013
10.15	Confidential Settlement Agreement and Release dated as of April 19, 2013 (“CHL Agreement”), by and between Mortgage Guaranty Insurance Corporation, Countrywide Home Loans, Inc. and Bank of America, N.A., in its capacity as master servicer or servicer of Subject Loans (as defined in the CHL Agreement). **	8-K	10.2	April 25, 2013
<a href="#">10.16</a>	Consulting Agreement between J. Michael Lauer and Mortgage Guaranty Insurance Corporation dated as of March 3, 2014. * †			
<a href="#">21</a>	Direct and Indirect Subsidiaries. †			
<a href="#">23</a>	Consent of Independent Registered Public Accounting Firm. †			
<a href="#">31.1</a>	Certification of CEO under Section 302 of the Sarbanes-Oxley Act of 2002. †			
<a href="#">31.2</a>	Certification of CFO under Section 302 of the Sarbanes-Oxley Act of 2002. †			
<a href="#">32</a>	Certification of CEO and CFO under Section 906 of the Sarbanes-Oxley Act of 2002 (as indicated in Item 15 of this Annual Report on Form 10-K, this Exhibit is not being “filed”). ††			
99.1	Mortgage Guaranty Insurance Corporation’s “Flow” Master Insurance Policy and Declaration Page, Restated to Include Selected Endorsements.	10-K	99.1	March 2, 2009
99.2	Endorsement to Mortgage Guaranty Insurance Corporation’s “Flow” Master Insurance Policy Applicable to Lenders with Delegated Underwriting Authority.	10-K	99.2	March 2, 2009
99.7	Specimen Gold Cert Endorsement	10-Q	99.7	May 10, 2012
99.8	Amendment to BANA Confidential Settlement Agreement and Release made as of September 24, 2013 by and between Mortgage Guaranty Insurance Corporation and Bank of America, N.A. (as a successor to BAC Home Loans Servicing f/k/a Countrywide Home Loans Servicing LP), on its own behalf and as successor in interest by <i>de jure</i> merger to Countrywide Bank FSB, formerly Treasury Bank. Countrywide Home Loans, Inc. is also a party to the settlement agreement only to the extent specified in the settlement agreement. ***	10-Q	10.14.1	November 8, 2013
99.9	Amendment to Confidential Settlement Agreement and Release made as of September 24, 2013 by and between Mortgage Guaranty Insurance Corporation, Countrywide Home Loans, Inc. and Bank of America, N.A., in its capacity as master servicer or servicer of Subject Loans (as defined in the settlement agreement) ***	10-Q	10.14.1	November 8, 2013

Exhibit Number	Description of Exhibit	Incorporated by Reference		
		Form	Exhibit(s)	Filing Date
<a href="#">99.10</a>	Letter Agreement dated October 9, 2013 among Fannie Mae, Bank of America, N.A., Countrywide Home Loans, Inc. and Mortgage Guaranty Insurance Corporation. *** †			
<a href="#">99.11</a>	Letter Agreement dated October 9, 2013 among Bank of America, N.A., Countrywide Home Loans, Inc. and Mortgage Guaranty Insurance Corporation. *** †			
<a href="#">99.12</a>	Second Amendment to Confidential Settlement Agreement and Release made as of November 8, 2013 by and among Mortgage Guaranty Insurance Corporation, Countrywide Home Loans, Inc. and Bank of America, N.A., in its capacity as master servicer or servicer of Subject Loans (as defined in the settlement agreement)			
101	The following financial information from MGIC Investment Corporation's Annual Report on Form 10-K for the year ended December 31, 2013, formatted in XBRL (eXtensible Business Reporting Language): (i) Consolidated Balance Sheets as of December 31, 2013 and 2012 (ii) Consolidated Statements of Operations for the years ended December 31, 2013, 2012 and 2011, (iii) Consolidated Statements of Comprehensive Income for the years ended December 31, 2013, 2012 and 2011, (iv) Consolidated Statements of Shareholders' Equity for the years ended December 31, 2013, 2012, and 2011, (v) Consolidated Statements of Cash Flows for the years ended December 31, 2013, 2012 and 2011, and (vi) the Notes to Consolidated Financial Statements.			

\* Denotes a management contract or compensatory plan.

\*\* Certain portions of these Exhibits are redacted and covered by a confidential treatment request that has been granted. Omitted portions have been filed separately with the Securities and Exchange Commission.

\*\*\* Confidential treatment has been requested with respect to certain portions of these exhibits. These exhibits omit the information subject to this confidential treatment request. Omitted portions have been filed separately with the Securities and Exchange Commission.

† Filed herewith.

†† Furnished herewith.

**RESTRICTED STOCK UNIT AGREEMENT**

THIS RESTRICTED STOCK UNIT AGREEMENT is made and entered into as of the date indicated on the signature page under "Date of Agreement" by and between MGIC Investment Corporation, a Wisconsin corporation (the "Company"), and the employee of Mortgage Guaranty Insurance Corporation, or one of its subsidiaries, whose signature is set forth on the signature page hereto (the "Employee").

## INTRODUCTION

The Company is awarding Restricted Stock Units to the Employee under the MGIC Investment Corporation 2011 Omnibus Incentive Plan (the "Plan") and this Agreement.

This Agreement consists of this instrument and the Incorporated Terms Dated As of January 28, 2013 to Restricted Stock Unit Agreement (the "Incorporated Terms"), which although not attached to this instrument, are part of this Agreement and were provided to the Employee as indicated in Paragraph 1(b) below.

The parties mutually agree as follows:

1. Award of RSUs; Incorporated Terms.

(a) Subject to the terms and conditions set forth herein, the Company is confirming the award to the Employee of:

(i) the number of Restricted Stock Units equal to the number referred to after "Time Vested Restricted Stock Units" on the signature page, which shall be the "Time Vested RSUs"; and

(ii) the number of Restricted Stock Units equal to the number referred to after "Performance Restricted Stock Units" on the signature page, which shall be the "Performance RSUs."

As used in this Agreement, the term "RSUs" means collectively all Time Vested RSUs and all Performance RSUs.

(b) The Incorporated Terms are incorporated in this instrument with the same effect as if they were physically set forth in this instrument. The Incorporated Terms and this instrument constitute a single agreement which is referred to as "this Agreement." The terms "herein," "hereof," "above" and similar terms used in this Agreement refer to this Agreement as a whole. The "Award Notification" is the document entitled "Officer Compensation" that was delivered to the Employee by the Company in January or February 2013 to notify the Employee of the award of RSUs, the legal terms of which are set forth in this Agreement. The Employee agrees if there is any difference between the number of RSUs determined by (i) the Award Notification, as delivered to the Employee, and (ii) the number of RSUs awarded by the Committee, as reflected in the records of the Committee, the number of RSUs reflected in the records of the Committee shall control. The Incorporated Terms were attached to an email sent in June 2013 to the Employee from a member of the Legal Department of the Company which included other documents relating to the RSUs. The Company is hereby advising the Employee to print and retain a copy of the Incorporated Terms. The Employee agrees if there is any difference between the text of the Incorporated Terms obtained as indicated above and the text of the Incorporated Terms retained by the Company's Secretary, the text of the copy retained by the Secretary will control.

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IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized signer, and the Employee has executed this Agreement, all as of the day and year set forth below.

Date of Agreement: As of \_\_\_\_\_

MGIC INVESTMENT CORPORATION

By: \_\_\_\_\_  
Title: Authorized Signer

Sign Here: 

\_\_\_\_\_  
Name: \_\_\_\_\_

Time Vested Restricted Stock Units:

Performance Restricted Stock Units:

Performance RSU Multiplier:

Time Vested RSUs Release Date:

Performance RSUs Release Date:

Holding Period:

Threshold Expense Ratio:

Target Expense Ratio:

Maximum Expense Ratio:

Threshold Loss Ratio:

Target Loss Ratio:

Maximum Loss Ratio:

Threshold Share:

Target Share:

Maximum Share:

Goal:

Dividend Start Date:

\* \* \* \*

Beneficiary Name: \_\_\_\_\_

Address of Beneficiary:

\_\_\_\_\_  
\_\_\_\_\_

Beneficiary Tax Identification

No: \_\_\_\_\_

**INCORPORATED TERMS**  
**DATED AS OF \_\_\_\_\_**  
**TO**  
**RESTRICTED STOCK UNIT AGREEMENT**

The following are the “Incorporated Terms” referred to in the instrument entitled “Restricted Stock Unit Agreement” which refers to these Incorporated Terms and which has been signed by the Company and the Employee (the “Base Instrument”). The Incorporated Terms and the Base Instrument constitute a single agreement and that agreement consists of the Base Instrument and the Incorporated Terms. The Incorporated Terms dovetail with the Base Instrument; because the last paragraph of the Base Instrument is Paragraph 1, the Incorporated Terms begin with Paragraph 2.

2. Release Date.

(a) (i) The Release Date, which determines the date on which the property underlying RSUs shall be released and settled, shall be determined as described below.

(ii) The term “Release Date” shall be applied separately to the Time Vested RSUs and the Performance RSUs as if the term “Release Date” were the term “Time Vested RSUs Release Date,” or “Performance RSUs Release Date,” as the case may be, and such application shall correspond to the application of the term “RSUs” as set forth in Paragraph 1(a) of the Base Instrument.

(b) (i) For each date set forth after “Time Vested RSUs Release Date” on the signature page, divide the number of shares referred to after “Time Vested Restricted Stock Units” by the sum of one and the difference between the latest year set forth after “Time Vested RSUs Release Date” on the signature page and the earliest year set forth thereafter. The resulting quotient, rounded down to the nearest whole RSU, is the number of Time Vested RSUs for which a Release Date shall occur on the corresponding date set forth after “Time Vested RSUs Release Date” and such date shall be the Release Date for such RSUs (and only for such RSUs), except that if after “Goal” on the signature page “Applicable” appears, then such date shall be a Release Date only if the condition set forth after “Goal” applicable to such Release Date is satisfied, provided that if such condition is not satisfied, the number of RSUs for which a Release Date did not occur as a result thereof (the “Unreleased RSUs”), shall be added to the number of RSUs for which a Release Date shall occur on the next date on which a Release Date occurs, and provided further that if on the last date set forth after “Time Vested RSUs Release Date” on the signature page, there are Unreleased RSUs, such RSUs shall be released on the earliest of the next two anniversaries of such last date on which the condition set forth after “Goal” is satisfied and such anniversary shall be a Release Date.

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(ii) As used herein, "Combined Ratio" shall mean, for any year, the sum of the Loss Ratio and the Expense Ratio for such year, expressed as a percentage. "Loss Ratio" shall mean, for any year, the ratio, expressed as a percentage, of the Company's direct losses incurred from primary NIW written that year, excluding losses associated with incurred but not reported defaults, to its direct premiums earned from primary NIW written that year, in each case as computed in accordance with Past Practices. "Expense Ratio" shall mean, for any year, the ratio, expressed as a percentage, of the underwriting and other expenses of the Company's insurance company subsidiaries that year to its net premiums written that year, in each case as computed in accordance with Past Practices. As used herein, "Past Practices" shall mean the manner in which the applicable item was calculated by the Company prior to the date of this Agreement.

The foregoing notwithstanding, if after "Goal" on the signature page "Applicable" appears, then the Release Date shall not occur earlier than, and shall occur reasonably promptly after, the date on which the Committee (as defined in Paragraph 6) certifies the Combined Ratio in accordance with the regulations under Section 162(m) of the Code.

(c) (i) The Release Date for Performance RSUs shall be determined as follows. For each date set forth after "Performance RSUs Release Date" on the signature page, multiply the number referred to after "Performance Restricted Stock Units" on the signature page by the product of (i) the Aggregate Percentage Achievement for the fiscal year of the Company ended on the December 31 immediately preceding such date, and (ii) one-third, and if after "Performance RSU Multiplier" on the signature page "Applicable" appears, (iii) the fraction set forth after "Performance RSU Multiplier." The resulting product, rounded down to the nearest whole RSU, is the number of Performance RSUs for which a Release Date shall occur on the corresponding date set forth after "Performance RSUs Release Date" and such date shall be the Release Date for such RSUs (and only for such RSUs); provided that the number of Performance RSUs for which a Release Date occurs shall in no event exceed the number of Performance RSUs that, when added together with Performance RSUs as to which a Release Date has previously occurred under this Agreement, equals the number set forth after "Performance Restricted Stock Units" on the signature page.

(ii) The "Aggregate Percentage Achievement" for any year shall be determined as follows:

(A) If the Company's Flow Market Share for such year can be determined based on information published by Inside Mortgage Finance (along with any successor publication thereto, "Inside Mortgage Finance") on or before the second Thursday in March of the following year, then the Aggregate Percentage Achievement for such year shall mean the sum of the Expense Ratio Achievement Percentage, the Loss Ratio Achievement Percentage and the Share Achievement Percentage for such year.

(B) If the Company's Flow Market Share for such year cannot be determined based on information published by Inside Mortgage Finance on or before the second Thursday in March of the following year, then the Aggregate Percentage Achievement for such year shall mean the sum of the Expense Ratio Achievement Percentage and the Loss Ratio Achievement Percentage for such year.

(iii) The "Expense Ratio Achievement Percentage" for any year shall be determined as follows:

(A) If the Company's Expense Ratio (as defined above) for such year is equal to or higher than the Expense Ratio set forth after "Maximum Expense Ratio" on the signature page, then the Expense Ratio Achievement Percentage shall be 0%;

(B) If the Company's Expense Ratio for such year is equal to the Expense Ratio set forth after "Target Expense Ratio" on the signature page, then the Expense Ratio Achievement Percentage shall be (I) 33.34% if the Company's Flow Market Share for such year can be determined as described above, or (II) 50% if the Company's Flow Market Share for such year cannot be so determined;

(C) If the Company's Expense Ratio for such year is equal to or lower than the Expense Ratio set forth after "Threshold Expense Ratio" on the signature page, then the Expense Ratio Achievement Percentage shall be (I) 50% if the Company's Flow Market Share for such year can be determined as described above, or (II) 75% if the Company's Flow Market Share for such year cannot be so determined; and

(D) If the Company's Expense Ratio for such year is between the Maximum Expense Ratio and the Target Expense Ratio, or between the Target Expense Ratio and the Threshold Expense Ratio, then the Expense Ratio Achievement Percentage shall be correspondingly interpolated on a linear basis between 0% and the Expense Ratio Achievement Percentage associated with the Target Expense Ratio, or between the Expense Ratio Achievement Percentage associated with the Target Expense Ratio and the Expense Ratio associated with the Threshold Expense Ratio, respectively.

(iv) The "Loss Ratio Achievement Percentage" for any year shall be determined as follows:

(A) If the Company's Loss Ratio (defined above) for such year is equal to or higher than the Loss Ratio set forth after "Maximum Loss Ratio" on the signature page, the Loss Ratio Achievement Percentage shall be 0%;

(B) If the Company's Loss Ratio for such year is equal to the Loss Ratio set forth after "Target Loss Ratio" on the signature page, then the Loss Ratio Achievement Percentage shall be (I) 33.33% if the Company's Flow Market Share for such year can be determined as described above, or (II) 50% if the Company's Flow Market Share for such year cannot be so determined;

(C) If the Company's Loss Ratio for such year is equal to or lower than the Loss Ratio set forth after "Threshold Loss Ratio" on the signature page, then the Loss Ratio Achievement Percentage shall be (I) 50% if the Company's Flow Market Share for such year can be determined as described above, or (II) 75% if the Company's Flow Market Share for such year cannot be so determined; and

(D) If the Company's Loss Ratio for such year is between the Maximum Loss Ratio and the Target Loss Ratio, or between the Target Loss Ratio and the Threshold Loss Ratio, then the Loss Ratio Achievement Percentage shall be correspondingly interpolated on a linear basis between 0% and the Loss Ratio Achievement Percentage associated with the Target Loss Ratio, or between the Loss Ratio Achievement Percentage associated with the Target Loss Ratio and the Loss Ratio Achievement Percentage associated with the Threshold Loss Ratio, respectively.

(v) If the Company's Flow Market Share for such year can be determined based on information published by Inside Mortgage Finance on or before the second Thursday in March of the following year, the "Share Achievement Percentage" for such year shall be determined as follows:

(A) If the Company's Flow Market Share for such year is equal to or lower than the Flow Market Share set forth after "Threshold Share" on the signature page, then the Flow Market Share Achievement Percentage shall be 0%;

(B) If the Company's Flow Market Share for such year is equal to the Flow Market Share set forth after "Target Share" on the signature page, then the Flow Market Share Achievement Percentage shall be 33.33%;

(C) If the Company's Flow Market Share for such year is equal to or higher than the Flow Market Share set forth after "Maximum Share" on the signature page, then the Flow Market Share Achievement Percentage shall be 50%; and

(D) If the Company's Flow Market Share for such year is between the Threshold Share and the Target Share, or between the Target Share and the Maximum Share, then the Flow Market Share Achievement Percentage shall be correspondingly interpolated on a linear basis between 0% and 33.33%, or between 33.33% and 50%, respectively.

"Flow Market Share" for any year shall mean the Company's market share of the industry's flow NIW for that year, expressed as a percentage, determined based on information reported by Inside Mortgage Finance; provided, however, that if Inside Mortgage Finance has not reported the necessary information by the second Thursday in March of the following year, the Flow Market Share shall be deemed to be unable to be determined.

The foregoing notwithstanding, the Release Date shall not occur earlier than, and shall occur reasonably promptly after, the date on which the Committee (as defined in Paragraph 6) certifies the Aggregate Percentage Achievement in accordance with the regulations under Section 162(m) of the Code.

(d) If all Time Vested RSUs set forth after "Time Vested Restricted Stock Units" on the signature page or if all Performance RSUs set forth after "Performance Restricted Stock Units" on the signature page would have been released but for the provisions of this Agreement that round down RSUs to the nearest whole number, the number of RSUs released on the last Release Date shall be the RSUs awarded minus the RSUs that were previously released such that on such last Release Date the fractional RSUs that were not released due to rounding shall be released.

3. [Reserved]

4. Transfer After Release Date; Securities Law Restrictions; Holding Period.

(a) Notwithstanding the foregoing or anything to the contrary herein, the Employee agrees and acknowledges with respect to any Stock delivered in settlement of RSUs that has not been registered under the Securities Act of 1933, as amended (the "1933 Act") and that, in the opinion of counsel to the Company, absent such registration cannot be publicly sold or otherwise disposed of, (i) he will not sell or otherwise dispose of such Stock except pursuant to an effective registration statement under the 1933 Act and any applicable state securities laws, or in a transaction which, in the opinion of counsel for the Company, is exempt from such registration, and (ii) a legend will be placed on the certificates or other evidence for the Stock delivered in settlement of the RSUs to such effect.

(b) If after "Holding Period" on the signature page "Applicable" appears, then the Employee agrees that, during the Holding Period, the Employee will not make a Sale of the Holding Period Shares. "Holding Period" means a period beginning on the Release Date and ending on the earlier of (i) the first anniversary of the Release Date and (ii) the first date on which the Employee is no longer subject to the reporting requirements of Section 16(a) of the Securities Exchange Act of 1934 ("1934 Act"). "Holding Period Shares" means a number of shares of Stock for which a Release Date shall occur that are released on such Release Date equal to the lesser of (1) 25% of the aggregate number of RSUs that are released on the Release Date and (2) 50% of the difference between (i) the aggregate number of RSUs that are released on the Release Date and (ii) the aggregate number of shares that are withheld to satisfy withholding tax requirements under Paragraph 10(b) of this Agreement. "Sale" means a transfer for value, except that, (i) the transfer to the Company of Holding Period Shares in payment of the exercise price of an option granted to the Employee by the Company shall not be a Sale if there is no Sale for the remainder of the Holding Period of a number of shares of Stock received upon exercise of such option that are not less than the number of Holding Period Shares so transferred in connection with such exercise, and (ii) an involuntary transfer, including Holding Period Shares converted in a merger, is not a Sale; it is understood that neither a pledge nor a gift, including to an entity in which the Employee has an interest (provided that in the case of such an entity, such entity does not make a Sale for the remainder of the Holding Period), is a transfer for value.

(c) If after "Holding Period" on the signature page "Applicable" appears, then the Employee agrees that, during the Holding Period (for purposes of applying such definition to this Paragraph 4(c), Release Date means each date on which the Option is exercised), the Employee will not make a Sale of the Option Holding Period Shares. "Option Holding Period Shares" means a number of shares of Stock acquired at each exercise of the Option equal to the lesser of (1) 25% of the aggregate number of shares for which the Option is exercised, and (2) 50% of the difference between (i) the aggregate number of shares for which the Option is exercised and (ii) the aggregate number of shares that are withheld from the shares delivered on such exercise to satisfy withholding tax requirements applicable to such exercise, except that the Option Holding Period Shares shall not exceed the number of shares for which the Option is exercised minus the sum of the number of shares that are withheld to satisfy withholding tax requirements under Paragraph 10(b) of this Agreement and the number of shares transferred to the Company in payment of the exercise price of the Option. The Option, if applicable, is the option granted to the Employee by the Company on January 28, 2004.

(d) Except as otherwise provided in the parenthetical in clause (ii) of the definition of Sale, if a transfer that is not a Sale occurs, the Holding Period for the shares involved in such transfer shall terminate at the time of such transfer.

5. Termination of Employment Due to Death. If the Employee's employment with the Company or any of its subsidiaries is terminated because of death prior to the Release Date, a Release Date shall be deemed to have occurred for all RSUs.

6. Forfeiture of RSUs.

(a) If the Employee's employment with the Company and all of its subsidiaries is terminated prior to the Release Date for any reason (including without limitation, disability or termination by the Company and all subsidiaries thereof, with or without cause) other than death, all RSUs shall be forfeited to the Company on the date of such termination unless otherwise provided in subparagraph (b) below, or unless the Management Development, Nominating and Governance Committee of the Company's Board of Directors (the "Management Development Committee") or other Committee of such Board administering the Plan (the Management Development Committee or such other Committee is herein referred to as the "Committee") determines, on such terms and conditions, if any, as the Committee may impose, that all or a portion of the Stock deliverable on settlement of RSUs shall be released to the Employee and the restrictions of Paragraph 2 applicable thereto shall terminate. Absence of the Employee on leave approved by a duly elected officer of the Company, other than the Employee, shall not be considered a termination of employment during the period of such leave.

The Release Date for the Time Vested RSUs and the Performance RSUs may occur on multiple dates, each of which is a Release Date for the number of RSUs determined as provided in Paragraphs 2(b) and (c). Hence, any forfeiture of Time Vested RSUs or Performance RSUs applies only to the RSUs for which a Release Date had not yet occurred on the date of forfeiture. The preceding sentence has been included in this Agreement for the purpose of avoiding any doubt that the result described in the preceding sentence would occur; therefore, such result will occur under prior agreements awarding restricted stock or RSUs to the Employee even though a comparable provision is not included in such agreements.

(b) If the Employee's employment with the Company and all of its subsidiaries terminates by reason of retirement after reaching age 62 and after having been employed by the Company or any subsidiary thereof for an aggregate period of at least seven years, such retirement shall not result in forfeiture of any Time Vested RSUs or Performance RSUs if (1) the Employee's employment with the Company or one of its subsidiaries continues for no less than one year after the date of this Agreement, and (2) no later than the date on which employment terminates, the Employee enters into an agreement with the Company (which agreement shall be drafted by and acceptable to the Company) under which the Employee agrees not to compete with the Company and its subsidiaries during a period ending one year after the latest of the dates set forth after (i) "Time Vested RSUs Release Date" on the signature page, and (ii) "Performance RSUs Release Date" on the signature page, and the Employee complies with such agreement. If the Employee enters into such a non-competition agreement and thereafter breaches the terms thereof, the RSUs shall be forfeited and the Employee shall return to the Company any cash or Stock, as applicable, awarded under this Agreement that was delivered to the Employee after the date on which such non-competition agreement was entered into. If the conditions in the second preceding sentence are satisfied and the Employee complies with the terms of such agreement, upon the Employee's death, the provisions of Paragraph 5 shall apply as if the Employee's employment with the Company and its subsidiaries terminated because of such death.

(c) Any (i) Performance RSUs for which a Release Date has not occurred by the latest date set forth after “Performance RSUs Release Date” on the signature page (as such date may be extended under Paragraph 2(e) hereof) and (ii) Time Vested RSUs for which a Release Date does not occur because the condition set forth after “Goal” on the signature page is not satisfied by the second anniversary of the latest date set forth after “Time Vested RSUs Release Date” on the signature page (as such date may be extended under Paragraph 2(e) hereof), shall be forfeited to the Company, unless in the case of (i) and (ii) the Committee determines otherwise as contemplated in subparagraph (a) above.

7. Beneficiary. (a) The person whose name appears on the signature page hereof after the caption “Beneficiary” or any successor designated by the Employee in accordance herewith (the person who is the Employee’s Beneficiary at the time of his death herein referred to as the “Beneficiary”) shall be entitled to receive the Stock to be delivered in settlement of RSUs under Paragraph 5 as a result of the death of the Employee. The Employee may from time to time revoke or change his Beneficiary without the consent of any prior Beneficiary by filing a new designation with the Committee. The last such designation received by the Committee shall be controlling; provided, however, that no designation, or change or revocation thereof, shall be effective unless received by the Committee prior to the Employee’s death, and in no event shall any designation be effective as of a date prior to such receipt.

(b) If no such Beneficiary designation is in effect at the time of an Employee’s death, or if no designated Beneficiary survives the Employee or if such designation conflicts with law, upon the death of the Employee, the Employee’s estate shall be entitled to receive the Stock to be delivered in settlement of RSUs. If the Committee is in doubt as to the right of any person to receive such property, the Company may retain the same and any distributions thereon, without liability for any interest thereon, until the Committee determines the person entitled thereto, or the Company may deliver such property and any distributions thereon to any court of appropriate jurisdiction and such delivery shall be a complete discharge of the liability of the Company therefor.

8. Stock Legends. If after “Holding Period” on the signature page “Applicable” appears, at the option of the Company, an appropriate legend may be placed on certificates for Stock delivered in settlement of RSUs noting the requirements to hold such Stock imposed by Paragraphs 4(b) and (c) of this Agreement. When such requirements terminate, the Employee shall be entitled to have the foregoing legend removed from such certificates.

9. Settlement; Voting Rights; Dividends and Other Distributions; Rights of RSUs.

(a) Settlement. Except to the extent forfeited as provided herein, on, or reasonably promptly after, the Release Date set forth on the signature page or determined herein, RSUs shall be settled by the issuance (or transfer from treasury) of shares of Stock equal to the number determined in Paragraph 2, and certificates for such Stock shall be delivered to the Employee, or in the case of his death, to his Beneficiary.

(b) Voting and Other Rights of RSUs. RSUs represent only the right to receive Stock, on the terms provided herein. The Employee with respect to RSUs shall have no rights as a holder of Stock, including the right to vote or to receive dividends, until certificates for such Stock are actually delivered in settlement.

(c) Dividend Rights. Notwithstanding the preceding subparagraph, to the extent RSUs are settled on a Release Date, the Company shall make a payment in cash equal to the aggregate amount that would have been paid as dividends on the shares of Stock issued or transferred in settlement as if such shares had been outstanding on each dividend record date on and after the Dividend Start Date specified on the signature page and prior to the date on which settlement occurs.

10. Tax Withholding.

(a) It shall be a condition of the obligation of the Company to deliver Stock in settlement of RSUs, and the Employee agrees, that the Employee shall pay to the Company upon its demand, such amount as may be requested by the Company for the purpose of satisfying its liability to withhold federal, state, or local income or other taxes incurred by reason of the award of the RSUs or the delivery of Stock in settlement of the RSUs.

(b) If the Employee does not satisfy the withholding obligations prior to the Tax Date (as defined below) by paying sufficient cash to the Company or transferring ownership of a sufficient number of other shares of Stock to the Company as provided in Paragraph 10(c), then the withholding tax requirements arising from the settlement of RSUs shall be satisfied through a withholding by the Company of shares of Stock that would otherwise be delivered to the Employee. In such event, the Company shall withhold that number of shares of Stock that would otherwise be delivered in settlement of RSUs, in each case, having a Fair Market Value (as such term is defined in the Plan) on the day prior to the Tax Date equal to the amount required to be withheld as a result of the settlement of RSUs. As used herein, "Tax Date" means the date on which the Employee must include in his gross income for federal income tax purposes the fair market value of the Stock delivered in settlement of the RSUs, over the purchase price therefor.

(c) If the Employee desires to use cash or other shares of Stock to satisfy the withholding obligations set forth above, the Employee must: (i) make an election to do so in writing on a form provided by the Company, (ii) deliver such election form to the Company by the deadline specified by the Company, and (iii) deliver to the Company the required cash or other shares of Stock having a Fair Market Value on the Tax Date (as defined above) equal to the amount required to be withheld.

(d) To the extent provided in the resolutions of the Committee awarding RSUs subject to this Agreement, the Employee shall be entitled to have amounts withheld in excess of the minimum amount required to be withheld by the Company.

11. Adjustments in Event of Change in Stock or Fiscal Year. In the event of any change in the outstanding shares of Stock (“capital adjustment”) for any reason, including but not limited to, any stock splits, stock dividend, recapitalization, merger, consolidation, reorganization, combination or exchange of shares or other similar event which, in the judgment of the Committee, could distort the implementation of the award of RSUs or the realization of the objectives of such award, the Committee shall make such adjustments in the RSUs, or in the terms, conditions or restrictions of this Agreement as the Committee deems equitable, except that in the event of any stock split, reverse stock split, stock dividend, combination or reclassification of the Stock that occurs after the date of this Agreement (collectively, “future capital adjustment”), the number of RSUs shall be proportionally adjusted for any increase or decrease in the number of outstanding shares resulting from such future capital adjustment, any such adjustment rounded down to the next lower whole share. In addition, if the Company changes its fiscal year from a year ending December 31, the Committee may make such adjustments in the Time Vested RSUs Release Date and the Performance RSUs Release Date as set forth on the signature page as the Committee deems equitable. The determination of the Committee as to any such adjustment shall be conclusive and binding for all purposes of this Agreement.

12. Change in Control. If a “Change in Control of the Company” (as such term is defined in the Plan) occurs, notwithstanding anything herein, a Release Date shall be deemed to have occurred for all RSUs.

13. Powers of Company Not Affected; No Right to Continued Employment.

(a) The existence of the RSUs shall not affect in any way the right or power of the Company or its stockholders to make or authorize any combination, subdivision or reclassification of the Stock or any reorganization, merger, consolidation, business combination, exchange of shares, or other change in the Company’s capital structure or its business, or any issue of bonds, debentures or stock having rights or preferences equal, superior or affecting any property to be issued in settlement of RSUs or the rights thereof, or dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(b) Nothing herein contained shall confer upon the Employee any right to continue in the employment of the Company or any subsidiary or interfere with or limit in any way the right of the Company or any subsidiary to terminate the Employee’s employment at any time, subject, however, to the provisions of any agreement of employment between the Company or any subsidiary and the Employee. The Employee acknowledges that a termination of his or her employment could occur at a time before which the Release Date occurs, resulting in the forfeiture of the RSUs by the Employee, unless otherwise provided herein. In such event, the Employee will not be able to realize the value of the property that underlies the RSUs nor will the Employee be entitled to any compensation on account of such value.

14. Interpretation by Committee. The Employee agrees that any dispute or disagreement which may arise in connection with this Agreement shall be resolved by the Committee, in its sole discretion, and that any interpretation by the Committee of the terms of this Agreement or the Plan and any determination made by the Committee under this Agreement or the Plan may be made in the sole discretion of the Committee and shall be final, binding, and conclusive. Any such determination need not be uniform and may be made differently among Employees awarded RSUs.

15. Clawback. If and to the extent the Committee deems it appropriate for such payment to be made, each Covered Employee shall pay the Company an amount equal to the Excess Compensation. "Covered Employee" means an Employee who was a Section 16 Filer at an Affected Release Date regardless of whether such Employee ceased to be a Section 16 Filer thereafter. "Section 16 Filer" is a person who is required to file reports under Section 16(a) of the 1934 Act as such requirement to so file is in effect at each Affected Release Date. "Affected Release Date" means each Release Date on which, had a financial restatement that was made after such Release Date been in effect at such Release Date, the number of shares of Stock settled on account of RSUs would have been lower. "Excess Compensation" means (i) the difference between the Income that was recognized by the Covered Employee on an Affected Release Date and the Income that would have been recognized had the financial restatement referred to in the definition of Affected Release Date then been in effect, except that such difference will be deemed to be zero for each Affected Release Date prior to the date on which Covered Employee was a Section 16 Filer, plus (ii) the value of any deduction to which the Covered Employee is entitled on account of the payment to the Company required by this Paragraph 15. "Income" means income determined for federal income tax purposes minus the amount of federal, state and local income taxes and, to the extent applicable, the employee portion of Social Security and Medicaid payroll taxes, payable on account of such income. The amount of federal, state and local income taxes and the value of any deduction contemplated by clause (ii) of the second preceding sentence shall be computed by assuming that Income is taxed at the highest marginal rate, with such rate for any state and local income taxes appropriately adjusted to reflect the benefit of an itemized federal deduction for such taxes (if in the case of local taxes, such taxes are eligible for such a deduction), which adjustment shall be made by assuming that no reduction in such deduction on account of the Covered Employee's adjusted gross income applies.

16. Miscellaneous. (a) This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin applicable to contracts made and to be performed therein between residents thereof.

(b) The waiver by the Company of any provision of this Agreement shall not operate or be construed to be a subsequent waiver of the same provision or waiver of any other provision hereof.

(c) The RSUs shall be deemed to have been awarded pursuant to the Plan and the action of the Committee authorizing such awards; as a result, such awards are subject to the terms and conditions thereof. In the event of any conflict between the terms hereof and the provisions of the Plan or such authorization, the provisions of the Plan (to such extent) and/or such authorization shall prevail. Any and all terms used herein, unless specifically defined herein shall have the meaning ascribed to them in the Plan. A copy of the Plan is available on request of the Employee made in writing or by e-mail to the Company's Secretary.

(d) Any notice, filing or delivery hereunder or with respect to RSUs shall be given to the Employee at either his usual work location or his home address as indicated in the records of the Company, and shall be given to the Committee or the Company at 250 East Kilbourn Avenue, Milwaukee 53202, Attention: Secretary. All such notices shall be given by first class mail, postage pre-paid, or by personal delivery.

(e) This Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns and shall be binding upon and inure to the benefit of the Employee, the Beneficiary and the personal representative(s) and heirs of the Employee, except that the Employee may not transfer any RSUs or any interest in any RSUs.

(f) As a condition to the grant of the RSUs, the Employee must execute an agreement not to compete in the form provided to the Employee by the Company.

(g) If any payment or benefit (or any acceleration of any payment or benefit) made or provided to the Employee or for the Employee's benefit in connection with this Agreement or any other agreement between the Employee and the Company pursuant to which the Employee was awarded restricted stock, restricted stock units or stock options (the "Payments") are determined to be subject to the interest charges and taxes imposed by Section 409A(a)(1)(B) of the Internal Revenue Code of 1986, as amended, or any state, local, or foreign taxes of a similar nature, or any interest charges or penalties with respect to such taxes (such taxes, together with any such interest charges and penalties, are collectively referred to as the "Section 409A Tax"), then the Company shall pay the Employee, within 30 days after the date on which the Employee provides the Company with a written request for reimbursement thereof (accompanied by proof of taxes paid), but in no event later than the end of the calendar year following the year in which the Employee remits the Section 409A tax to the Internal Revenue Service or other applicable taxing authority, an additional amount (the "Section 409A Gross-Up Payment"); provided, however, that any Section 409A Gross-Up Payment shall be reduced to the extent that the Section 409A Tax payable is due to the direct fault of the Employee. The Section 409A Gross-Up Payment shall, subject to the proviso at the end of the previous sentence, be such that the net amount retained by the Employee after deduction of the Section 409A Tax (but not any federal, state, or local income tax or employment tax) and any federal, state, or local income tax, or employment tax upon the payment provided for by this Subsection 16(g) shall be equal to the Payments. For purposes of determining the amount of the Section 409A Gross-Up Payment, the Employee shall be deemed to pay federal income tax and employment taxes at the highest marginal rate of federal income and employment taxation in the calendar year in which the Section 409A Gross-Up Payment is to be made and state and local income taxes at the highest marginal rate of taxation in the state and locality of the Employee's domicile for income tax purposes on the date the Section 409A Gross-Up Payment is made, net of the maximum reduction in federal income taxes that may be obtained from the deduction of such state and local taxes. The Company and the Employee shall reasonably cooperate with each other in connection with any administrative or judicial proceedings concerning the existence or amount of liability for Section 409A Tax with respect to the Payments, and the Employee shall, if reasonably requested by the Company, contest any obligation to pay a Section 409A Tax for which a Section 409A Gross-Up Payment is owed. If, as a result thereof, the Employee receives a tax refund or credit for any Section 409A Tax previously paid with respect to any Payments for which a Section 409A Gross-Up Payment was paid, the Employee shall return to the Company an amount equal to such refund or credit.

The end of Paragraph 16 is the end of the Incorporated Terms. The remainder of the Agreement is contained in the Base Instrument.

At the 2011 Annual Meeting of Shareholders held on May 5, 2011, the Company's shareholders approved the MGIC Investment Corporation 2011 Omnibus Incentive Plan (the "2011 Plan"), including a structure and list of performance goals (the "listed goals") for an annual bonus plan for the Company's named executive officers (these officers are the Chief Executive Officer, Chief Financial Officer and the next three highest paid executive officers) which conditions bonuses on satisfaction of one or more of the performance goals on that list (a bonus plan of this type is "a 162(m) Bonus Plan"). A copy of the 2011 Plan is included as Appendix B to our Proxy Statement filed on March 31, 2011.

The performance goal for our 162(m) Bonus Plan adopted by the Management Development, Nominating and Governance Committee of the Company's Board of Directors (the "Committee") for 2014 requires the sum of the loss ratio and the expense ratio for MGIC's primary new insurance written for that year to be less than 40%. The loss ratio is incurred losses in 2014 for the Company's 2014 primary new insurance written, divided by premiums earned in 2014 on that business, and the expense ratio is the expenses of the Company's insurance operations in 2014 divided by the Company's net premiums written in 2014. If this goal is met, then the Committee will have discretion to make a subjective determination of bonuses, within the bonus maximums provided in the 2011 Plan, based on an assessment of shareholder value, return on investment, primary business drivers (loss ratio, expense ratio and market share), loss mitigation, management organization, capital position, effectiveness in dealings with federal and state regulatory agencies, effectiveness in working with industry trade organization to monitor and influence housing finance reform and other matters impacting the private mortgage insurance industry, and the profitability of our mix of new business. With the exception of targeted levels for the loss ratio, expense ratio and market share, no specific targets were established for any of these bonus criteria for 2014.

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**CONSULTING AGREEMENT**

THIS CONSULTING AGREEMENT (this "Agreement") is made and entered into as of the 3rd day of March, 2014, by and between Mortgage Guaranty Insurance Corporation ("MGIC"), a Wisconsin corporation, with its principal place of business located at 250 East Kilbourn Avenue, Milwaukee, Wisconsin 53202, on behalf of itself, its parent, subsidiaries and affiliated corporations (individually and collectively referred to as "MTG") and J. Michael Lauer ("Lauer").

WITNESSETH:

WHEREAS, Lauer currently is employed by MGIC as its Executive Vice President and Chief Financial Officer; and

WHEREAS, Lauer previously has indicated to MGIC his desire to resign as an officer and employee of MGIC and its affiliated companies, and his resignation is to become effective upon his retirement on March 3, 2014; and

WHEREAS, following Lauer's retirement, MGIC desires to retain, from time to time, the consulting services of Lauer, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lauer and MGIC hereby agree as follows:

1. **Confirmation of Retirement and Resignation.** Lauer shall retire and resign all of his officer and employee positions with MTG, effective as of the close of MGIC's business on March 3, 2014 (the "Retirement Date").
2. **Consulting Assignments.** Following the Retirement Date, Lauer will provide consulting services to MTG on a project basis during the term of this Agreement (the "Services"). The nature of each project shall be specified by either the Chief Executive Officer or the Chief Financial Officer of MGIC, and shall be subject to acceptance by Lauer, which acceptance shall not be unreasonably withheld. Each such project shall be commensurate with Lauer's knowledge and experience.
3. **Compensation.** MGIC shall pay Lauer the following amounts for Services rendered by him hereunder:

- (a) **Retainer.** MGIC shall pay Lauer a retainer (the “Retainer”) in the amount of Fifteen Thousand Dollars (\$15,000.00) on or about the 15th day of each month from March 2014 through February 2015. This Retainer is intended to pay for up to a total of 240 hours of Services over the term of this Agreement. MGIC will pay Lauer at a rate of \$750 per hour (the “Hourly Fees”) for any hours of Services performed in excess of 30 hours per month and any hours of Services performed in excess of 240 hours over the term of this Agreement that have not already been subject to an Hourly Fee. The parties do not intend that Lauer work more than twenty percent (20%) of the average time that he worked over the 36 months ending on March 3, 2014 and, accordingly, it is intended that he has a “separation from service” for purposes of Internal Revenue Code Section 409A.
- (b) **Reimbursable Expenses.** In addition to the Retainer and Hourly Fees, MGIC shall pay or reimburse Lauer for reasonable travel and living expenses (“Reimbursable Expenses”), if any, incurred by Lauer in performing the Services.
- (c) **Invoices.** Lauer shall prepare and send to MGIC invoices on a monthly basis itemizing all reimbursable expenses incurred by him during the previous month pursuant to this Agreement and, for all Hourly Fees, all hours worked by Lauer hereunder. MGIC shall pay the Hourly Fees earned by Lauer, and pay or reimburse Lauer for the Reimbursable Expenses, reflected on such invoices within thirty (30) days after MGIC’s receipt of such invoices.

4. **Confidentiality.** Lauer hereby acknowledges and agrees that MTG is engaged in a service business involving Confidential Information, that such Confidential Information is used by MTG in its business to obtain a competitive advantage over competitors, and that the success of MTG’s business is in large part due to MTG’s exclusive retention of said Confidential Information. Lauer further acknowledges that the protection of such Confidential Information against unauthorized disclosure and use is of critical importance to MTG in maintaining its competitive position. Accordingly, Lauer agrees that the following terms and conditions shall apply to all Confidential Information:

- A. For purposes of this Agreement, the term “Confidential Information” means any information that is, or should reasonably be understood to be, confidential or proprietary to MTG and shall include, without limitation, all data, reports, specifications, know how, programs, plans, strategies, marketing research, documents, methodologies, procedures, forms, employee, customer and supplier information, systems, software, Work Product (as defined in Section 7 hereof), and other materials and information concerning MTG or its activities which Lauer may have obtained during the course of his employment, may be provided, may come in contact with, or may develop during the course of this relationship, that are not generally available to the public.
- B. All Confidential Information will be used by Lauer only for the purpose of providing Services to MTG.

- C. Lauer will not reproduce or duplicate any Confidential Information without the written consent of MGIC, except in connection with providing the Services to MTG.
  - D. Except as otherwise required by any law, court order or subpoena, Lauer will not disclose, make any independent use of, publish, furnish, sell, assign or transfer any Confidential Information to any third party, or authorize anyone else to disclose, publish, furnish, sell, assign or transfer any Confidential Information to any person or entity, without the prior written approval or instruction of an authorized officer of MGIC.
  - E. Lauer agrees that if he is contacted by a government agency or receives a valid subpoena, court order, or other legal process that would potentially require disclosure of Confidential Information, he will provide the Company's General Counsel with adequate written notice so that MTG may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If MTG seeks a protective order, Lauer shall provide such cooperation as MGIC shall reasonably request, at MGIC's expense.
  - F. The terms, conditions and provisions of this Section 4 shall survive the expiration and termination of this Agreement.
5. **Material Non-Public Information.** Lauer agrees that if he has knowledge of any material non-public information regarding MTG at anytime on or after the date of this Agreement, he will not engage in any transactions involving MTG securities while he has such knowledge.
6. **Return of Documents and Records.** Lauer hereby acknowledges and agrees that all written or electronically stored materials received by Lauer from MTG during the course of this Agreement are, and will remain at all times, the sole property of MTG. Promptly upon the expiration or termination of this Agreement for any reason, or at any other time upon request by MGIC, Lauer will promptly deliver to MGIC all documents and records, and other Confidential Information, in the possession or under the control of Lauer which pertain to MTG, any of its activities, or any of Lauer's Services provided hereunder.
7. **Work Product.** The work product of Lauer shall include, without limitation, all tangible products, reports, plans, programs, procedures, recommendations, forms, information recorded by any medium, documents, written materials, inventions, software, data, and any and all other work product, or any portion thereof, prepared, generated or provided by Lauer in connection with Lauer's performance under this Agreement ("**Work Product**"). All Work Product shall be deemed "Work Made for Hire" and shall be the sole property of MTG. Lauer hereby assigns all rights, title and interest to MTG in any and all Work Product, and all drafts thereof, including, without limitation, all worldwide copyright, trademark, trade secret and other proprietary rights in such Work Product. Lauer further agrees to execute any documentation reasonably required by MGIC in the future to reflect MTG's rights in and to such Work Product.

**8. Independent Contractor.** In the performance of Services hereunder, Lauer shall be an independent contractor and not an employee or agent of MTG. Lauer shall have no authority to enter into agreements on behalf of MTG or otherwise bind MGIC to any third party. Lauer shall have no authority to act in any way as a representative of MTG, unless otherwise expressly agreed in writing by MGIC. Lauer shall not be subject to set hours of work and will determine the time and manner in which the Services are performed, consistent with the needs of the assigned project. Nothing herein is intended to preclude Lauer's simultaneous or subsequent engagement by third parties provided only that such services do not interfere with Lauer's obligations under this Agreement, are consistent with Lauer's duties of confidentiality provided for herein, and do not otherwise violate or breach Lauer's covenants and obligations set forth herein or in the Agreement Not to Compete entered into in favor of MTG on or about the date hereof (the "Non-Compete").

Except for those instances in which MTG requests Lauer's attendance at a meeting to be held on MTG's premises or where the Services include travel at MTG's request, Lauer is expected to maintain, at his expense, a suitable work environment for providing the Services. Lauer shall supply all Services hereunder at his own risk and Lauer shall not, by virtue of this Agreement or the performance of Services hereunder, be entitled to Worker's Compensation Insurance or any other insurance or benefits provided by MTG as a result of this Agreement or the performance of Services hereunder. Lauer shall make his/her own arrangements for insurance at Lauer's sole cost, which insurance shall be Lauer's sole and exclusive remedy for any damage or personal injury suffered in connection with this Agreement. No person engaged by Lauer shall be entitled to compensation or benefits of any kind from MGIC. Neither Lauer, nor anyone employed or retained by Lauer, shall be eligible to participate in or be covered by any employee benefit plan or program sponsored by or through MTG as a result of this Agreement or the performance of Services hereunder.

Lauer warrants that no laws, regulations or ordinances of the United States, or any state or other government authority or agency has been or will be violated in the performance of Services and agrees to indemnify and hold MGIC harmless from any and all claims arising from Lauer's breach hereof. Lauer shall, at Lauer's own expense, comply with all other laws, rules and regulations and assume all liabilities or obligations imposed by such laws, rules and regulations with respect to Lauer's performance of Services. Additionally, Lauer shall be responsible for the payment of applicable taxes and imposts levied or based upon the income of Lauer or the fees payable to Lauer by MGIC including, but not limited to, SECA and federal, state and local income taxes, unemployment insurance taxes; and any other income and employment taxes or levies.

**9. Termination.** MGIC may terminate this Agreement, without cause, at any time by providing written notice to Lauer. Upon such a termination, Lauer shall be entitled to all Retainer payments as they otherwise would have become due under this Agreement. Either party may terminate this Agreement if the other party is in material breach of an obligation that is not cured within 10 calendar days' notice of such breach. A breach by Lauer of any covenant or obligation in the Non-Compete shall be an incurable breach of an obligation under this Agreement. Unless previously terminated, this Agreement shall terminate upon the earlier of the death or incapacitation of Lauer, or March 3, 2015, and MGIC shall have no further obligation to make Retainer payments. If this Agreement is terminated for any reason, Lauer shall be paid all Hourly Fees earned, all Reimbursable Expenses incurred and all Retainer payments accrued, prior to the effective date of termination which have not been previously paid by MGIC.

**10. Assignment and Subcontracting.** This Agreement may be assigned by MGIC to MGIC Investment Corporation, the parent of MGIC, or to any direct or indirect subsidiary of MGIC Investment Corporation. This Agreement may not otherwise be subcontracted or assigned by either party without the prior, express, written consent of the other party hereto.

**11. Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination of this Agreement.

**12. Notices.** Unless otherwise specified, all notices required or permitted to be given under this Agreement must be in writing to be effective and must be: (i) delivered to the party (in which event the notice is effective at the time of delivery); or (ii) mailed by regular, certified or registered mail (in which event the notice is effective as of the second Business Day following mailing, regardless of actual receipt, if sent by certified or registered mail or, upon receipt, if sent by regular mail); or (iii) sent by an express delivery service with guaranteed next Business Day delivery (in which event the notice is effective on the first Business Day following delivery to such carrier, regardless of actual receipt); or (iv) sent by telecopy, with a copy sent via regular, certified or registered mail (in which event the notice is effective on the next Business Day following telecopy transmission). Notices must be addressed to the appropriate party, as follows:

If to MGIC:

Mortgage Guaranty Insurance Corporation  
250 East Kilbourn Avenue  
Milwaukee, WI 53202  
Attention: Vice President-Human Resources

If to Lauer:

J. Michael Lauer  
Such address as provided in writing by Mr. Lauer

**13. Advertising and Promotional Activities.** Lauer shall not use, in any advertising or promotional material or media, MTG's name or logo, or otherwise identify MTG as a client of Lauer, without MGIC's prior written consent.

**14. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15. **Governing Law.** This Agreement shall be governed by, construed and interpreted under the laws of the State of Wisconsin without reference to such State's conflict of laws principles.

16. **Waiver.** Failure or delay by either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition. A waiver of any breach or default under this Agreement shall not constitute a waiver of any subsequent breach or default.

17. **Amendments.** No modification or amendment of this Agreement shall be binding unless in writing and signed by the party sought to be bound.

18. **Title and Headings.** The title and section headings of this Agreement have been inserted for convenience of reference only, do not constitute a part of this Agreement, and shall not be construed to limit, expand, or otherwise modify the effect of any provision of this Agreement.

19. **Severability.** If any term or provision of this Agreement, or the application thereof, shall to any extent be invalid or unenforceable, and the intent of the parties hereto in entering into this Agreement is not materially frustrated or negated thereby, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the full extent permitted by law.

20. **Entire Agreement.** Each of the parties hereby acknowledges that it has read this Agreement and understands and agrees to be bound by its terms and conditions. This Agreement is the complete and exclusive statement of the agreement between the parties hereto which supersedes all prior agreements, offers, proposals, understandings and other communications between the parties hereto, oral or written, regarding the subject matter hereof.

IN WITNESS WHEREOF, MGIC and Lauer have executed this Agreement as of the date first set forth above.

MORTGAGE GUARANTY INSURANCE CORPORATION

J. MICHAEL LAUER

By: /s/ Curt S. Culver  
Curt S. Culver  
Chairman and Chief Executive Officer

/s/ J. Michael Lauer

**MGIC INVESTMENT CORPORATION  
DIRECT AND INDIRECT SUBSIDIARIES<sup>(1)</sup>**

1. MGIC Assurance Corporation
2. MGIC Australia Pty Limited<sup>(2)</sup>
3. MGIC Credit Assurance Corporation
4. MGIC Indemnity Corporation
5. MGIC Insurance Services Corporation
6. MGIC Investor Services Corporation
7. MGIC Mortgage and Consumer Asset I, LLC<sup>(3)</sup>
8. MGIC Mortgage and Consumer Asset II, LLC<sup>(3)</sup>
9. MGIC Mortgage Reinsurance Corporation
10. MGIC Mortgage Services, LLC
11. MGIC Reinsurance Corporation
12. MGIC Reinsurance Corporation of Vermont<sup>(4)</sup>
13. MGIC Reinsurance Corporation of Wisconsin
14. MGIC Residential Reinsurance Corporation
15. MIC Reinsurance Corporation of Wisconsin
16. MIC Reinsurance Corporation
17. MGICA Pty Limited<sup>(2)</sup>
18. Mortgage Guaranty Insurance Corporation
19. eMagic.com LLC

The names of certain entities that would not in the aggregate be a significant subsidiary are omitted.

- (1) Except as otherwise noted in a footnote, all companies listed are 100% directly or indirectly owned by the registrant and all are incorporated in Wisconsin.
  - (2) Organized under Australian law.
  - (3) Organized under Delaware law.
  - (4) Organized under Vermont law.
-

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We hereby consent to the incorporation by reference in the Registration Statements listed below of MGIC Investment Corporation of our reports dated February 28, 2014 relating to the financial statements, financial statement schedules and the effectiveness of internal control over financial reporting, which appear in this Form 10-K.

1. Registration Statement on Form S-8 (Registration No. 333-101621)
2. Registration Statement on Form S-8 (Registration No. 333-123777)
3. Registration Statement on Form S-8 (Registration No. 333-177920)
4. Registration Statement on Form S-3 (Registration No. 333-188537)

/s/ PricewaterhouseCoopers LLP

Milwaukee, Wisconsin  
February 28, 2014

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## CERTIFICATIONS

I, Curt S. Culver, certify that:

1. I have reviewed this annual report on Form 10-K of MGIC Investment Corporation;
2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;
3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2014

/s/ Curt S. Culver

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Curt S. Culver  
Chief Executive Officer  
(Principal Executive Officer)

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## CERTIFICATIONS

I, J. Michael Lauer, certify that:

1. I have reviewed this annual report on Form 10-K of MGIC Investment Corporation;
2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;
3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2014

/s/ J. Michael Lauer

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J. Michael Lauer  
Chief Financial Officer  
(Principal Financial Officer)

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**SECTION 1350 CERTIFICATIONS**

The undersigned, Curt S. Culver, Chief Executive Officer of MGIC Investment Corporation (the "Company"), and J. Michael Lauer, Chief Financial Officer of the Company, certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S. C. Section 1350, that to our knowledge:

- (1) the Annual Report on Form 10-K of the Company for the year ended December 31, 2013 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 28, 2014

/s/ Curt S. Culver  
\_\_\_\_\_  
Curt S. Culver  
Chief Executive Officer

/s/ J. Michael Lauer  
\_\_\_\_\_  
J. Michael Lauer  
Chief Financial Officer

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FannieMae  
3900 Wisconsin Avenue, NW  
Washington, DC 20016-2892

October 9, 2013

Bank of America, N.A.  
c/o Bank of America Corporation  
100 N. Tryon Street  
Charlotte, NC 28255-0001  
Attention: Jana Litsey  
Legal Department – Deputy General Counsel

Bank of America Corporation.  
4500 Park Granada  
Calabasas, CA 91302

Mortgage Guaranty Insurance Corporation  
250 East Kilbourn Avenue  
Milwaukee, Wisconsin 53202  
Attention: Jeffrey H. Lane  
Executive Vice President and General Counsel

Bartlit Beck Herman Palenchar & Scott LLP  
Courthouse Place  
54 West Hubbard  
Chicago, Illinois 60654  
Attention: Jeffrey A. Hall

Re: Confidential Settlement Agreement and Release dated as of April 19, 2013 among Mortgage Guaranty Insurance Corporation (“**MGIC**”), Bank of America, N.A. (as a successor to BAC Home Loans Servicing f/k/a Countrywide Home Loans Servicing LP (“**Servicing**”)) (“**Bank of America**”), on its own behalf and as successor in interest by *de jure* merger to Countrywide Bank FSB, formerly Treasury Bank (“**Countrywide Bank**”) and Countrywide Home Loans, Inc. (“**CHL**”), as amended by that certain Amendment to Confidential Settlement Agreement and Release dated September 24, 2013 (as amended, the “**MGIC/BANA Settlement Agreement**”)

Ladies and Gentlemen:

Reference is made to that certain Resolution Agreement among Fannie Mae, Bank of America and CHL dated as of January 6, 2013 (the “**Resolution Agreement**”). Initially capitalized terms used in this letter without definition are defined in the Resolution Agreement.

Pursuant to Section 6(g) of the Resolution Agreement, the BANA Parties have requested Fannie Mae’s consent to the above-referenced MGIC/BANA Settlement Agreement. MGIC has also requested Fannie Mae’s consent to the MGIC/BANA Settlement Agreement. For purposes of this consent letter, the obligations of the BANA Parties and MGIC are several obligations, not joint and several obligations. Nothing herein shall affect or modify the BANA Parties’ and Fannie Mae’s rights and obligations under Section 6(g) of the Resolution Agreement.

1. **BANA Parties' Obligations:** The BANA Parties hereby represent, warrant and covenant to Fannie Mae as follows:

- a. To the best of the BANA Parties' knowledge, the MGIC/BANA Settlement Agreement does not conflict with the terms of the Resolution Agreement. In the event of any conflict between the terms of the MGIC/BANA Settlement Agreement and the Resolution Agreement, the terms of the Resolution Agreement control with respect to the BANA Parties' obligations to Fannie Mae with respect to MI Rescissions, MI Other Actions and MI Coverage. For avoidance of doubt, the BANA Parties agree that the BANA Parties shall pay the required MI Coverage Payments to Fannie Mae no later than the dates such payments are required to be paid pursuant to the Resolution Agreement.
- b. [\*\*\*] loans that are the subject of the MGIC/BANA Settlement Agreement were delivered to Fannie Mae and all such loans are "Class 1 GSE Loans" (as such term is defined in the MGIC/BANA Settlement Agreement).
- c. The BANA Parties shall provide Fannie Mae with written notice that the MGIC/BANA Settlement Agreement has been cancelled, modified, or terminated no later than two (2) Business Days after any such cancellation, modification or termination at the address for Fannie Mae specified in Paragraph 5 below (the "**Fannie Mae Address**").
- d. [\*\*\*]

2. **MGIC Obligations:** MGIC hereby represents, warrants, and covenants to Fannie Mae as follows:

- a. The Covered Mortgages that are "Pending Rescission Loans" (as such term is defined in the MGIC/BANA Settlement Agreement) or are "Recently Rescinded Loans" (as such term is defined in the MGIC/BANA Settlement Agreement) are listed on Schedule 1 attached hereto. The applicable "Settlement Period" (as such term is defined in the Master Policy) for each such Covered Mortgage listed on Schedule 1 shall commence [\*\*\*].
  - b. MGIC shall [\*\*\*]
  - c. After the Initial Implementation Date occurs, and until the last Claims on Covered Mortgages that are Class 1 GSE Loans owned by Fannie Mae have been resolved and no such remaining Covered Mortgage has mortgage insurance coverage in-force or coverage that was in force prior to default, MGIC will promptly provide to Fannie Mae at the Fannie Mae Address a copy of each written notification that MGIC provides to any BANA Party of MGIC's determination of an Exclusion (as such term is defined in the MGIC/BANA Settlement Agreement) with respect to a Claim on each Covered Mortgage that is a Class 1 GSE Loan owned by Fannie Mae at the time of such written notification.
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d. MGIC shall provide Fannie Mae with written notice at the Fannie Mae Address that the MGIC/BANA Settlement Agreement has been cancelled, modified, or terminated no later than two (2) Business Days after any such cancellation, modification or termination.

e. [\*\*\*]

3. **Fannie Mae Consent:** In reliance on the foregoing representations, warranties and covenants of the BANA Parties and MGIC, Fannie Mae hereby consents to the MGIC/BANA Settlement Agreement (other than the provisions requiring the release by Fannie Mae of the BANA Parties and MGIC), subject to the following terms and conditions:

- a. In the event of any conflict between the terms of the Resolution Agreement and the MGIC/BANA Settlement Agreement, the terms of the Resolution Agreement control with respect to the BANA Parties' obligations to Fannie Mae with respect to MI Rescissions, MI Other Actions and MI Coverage.
  - b. Fannie Mae acknowledges and agrees that any payments received by Fannie Mae from MGIC, Bank of America and/or CHL with respect to mortgage insurance claims for any Covered Mortgages on the attached Schedule 1 and the related policies and certificates, shall be subject to Section 6(d) of the Resolution Agreement, and will be considered to apply to the BANA Parties' (as that term is defined in the Resolution Agreement) obligations under Section 6 of the Resolution Agreement and MGIC's obligations to Fannie Mae pursuant to the applicable MGIC master policies.
  - c. If any of the representations and warranties set forth in Paragraphs 1 or 2 above is incorrect in any respect, or either the BANA Parties breach or MGIC breaches their respective obligations under this consent letter (each, a "**Default**"):
    - (1) Fannie Mae may deliver written notice of such Default (a "**Default Notice**") to the BANA Parties and MGIC pursuant to Paragraph 5 below;
    - (2) Upon receipt of such notice, the BANA Parties and/or MGIC, as applicable, will have 30 days from the date of receipt of such Default Notice pursuant to Paragraph 5 below to cure such Default;
    - (3) If such Default is not cured by the expiration of such 30-day cure period, Fannie Mae may elect, in its sole discretion, to withdraw its consent to the MGIC/BANA Settlement Agreement by providing the BANA Parties and MGIC written notice of its election to withdraw its consent (the "**Revocation Notice**"); and
    - (4) Fannie Mae's withdrawal of its consent shall be effective upon the date of receipt of the Revocation Notice pursuant to Paragraph 5. For avoidance of doubt, Fannie Mae's withdrawal of its consent pursuant to the Revocation Notice shall be applied prospectively from the date of its receipt, and shall have no retroactive effect with respect to the terms, conditions and implementation of the MGIC/BANA Settlement Agreement.
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4. **Form of Consent.** Bank of America, CHL and MGIC hereby agree to waive the requirement in Section 4(a)(i)(A) of the MGIC/BANA Settlement Agreement that the form of Fannie Mae's Required Consent shall be "substantially in the form of Exhibit E", and that this letter will serve as a substitute for Exhibit E of the MGIC/BANA Settlement Agreement.
5. **Notices.** Any written notice required or arising under, or relating to, this consent letter shall be deemed to have been duly given when (i) delivered via email, (ii) received by United States registered or certified mail, return receipt requested, (iii) received by overnight express mail or other nationally recognized overnight or same-day delivery service, or (iv) delivered in person to the parties and their counsel at the following addresses:

With respect to MGIC:

Mortgage Guaranty Insurance Corporation  
250 East Kilbourn Avenue  
Milwaukee, Wisconsin 53202  
Attention: Jeffrey H. Lane  
Executive Vice President and General Counsel  
Email: jeff\_lane@mgic.com

With a copy to:

Bartlit Beck Herman Palenchar & Scott LLP  
Courthouse Place  
54 West Hubbard  
Chicago, Illinois 60654  
Attention: Jeffrey A. Hall  
Email: jeffrey.hall@bartlit-beck.com

With respect to Bank of America:

Bank of America  
50 Rockefeller Plaza, 7th Floor  
NY1-050-07-01  
New York, NY 10020-1605  
Attention: Christopher J. Garvey  
Associate General Counsel – Litigation  
Email: christopher.garvey@bankofamerica.com

Bank of America, N.A.  
4500 Park Granada  
Calabasas, CA 91302  
Attention: Anthony T. Meola  
Senior Vice President  
Business Operations Exec.  
Email: tony.meola@bankofamerica.com

With a copy to:

Reed Smith LLP  
355 So. Grand Avenue  
Los Angeles, CA 90071  
Attention: David Halbreich  
Email: dhalbreich@reedsmith.com

With respect to CHL:

Countrywide Home Loans, Inc.  
4500 Park Granada  
Calabasas, CA, 91302  
Attention: Michael W. Schloessmann  
President  
Email: michael.schloessmann@bankofamerica.com

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With a copy to:

Reed Smith LLP  
355 So. Grand Avenue  
Los Angeles, CA 90071

Attention: David Halbreich  
Email: dhalbreich@reedsmith.com

With respect to Fannie Mae:

Fannie Mae  
1835 Market Street, Suite 2300  
Philadelphia, PA 19103  
Attention: SVP & Chief Acquisition Officer  
Email: zach.oppenheimer@fanniemae.com

With a copy to:

Fannie Mae  
3900 Wisconsin Avenue NW  
Washington, DC 20016  
Attention: Joseph Grassi, Deputy General Counsel & SVP  
Email: joseph\_grassi@fanniemae.com

[Continued on next page]

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If you are in agreement with the foregoing, please sign this letter in the space provided below.

**FANNIE MAE**

By: /s/ Robert Schaefer  
Name: Robert Schaefer  
Its: Vice President

**ACKNOWLEDGED AND AGREED**

**BANK OF AMERICA, N.A.**

By: /s/ John S. Cousins  
Name: John S. Cousins  
Its: Senior Vice President  
Date: 10/9/13

**COUNTRYWIDE HOME LOANS, INC.**

By: /s/ Michael Schloessmann  
Name: Michael Schloessmann  
Its: President  
Date: 10/9/2013

**MORTGAGE GUARANTY INSURANCE CORPORATION**

By: /s/ Patrick Sinks  
Name: Patrick Sinks  
Its: President and Chief Operating Officer  
Date: 10/10/13

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EXHIBIT A

Subsection 6(g)(2) of Resolution Agreement & Selected Definitions

Subsection 6(g)(2) - if the MI Company is in DPO Status, Fannie Mae will be paid and/or receive the following amounts:

- (i) an amount from the MI Company (the “Adjusted MI Payment Amount”) calculated as follows:  $([***] \text{ MI Amount} \times (100\% - \text{RR}\%)) \times \text{PR}\%$  where
  - (1) “RR%” means the MI Company’s negotiated rescission rate (expressed as a percentage) for loans sold to Fannie Mae for the applicable BANA Party(ies)
  - (2) “PR%” means the MI Company’s cash percentage claims payment rate (i.e., 100% minus the DPO percentage)
- (ii) an  $[***]$  (the “[\*\*\*]Payment Amount”)  $[***]$  calculated as follows:  $[***] \text{ MI Amount} \times \text{RR}\%$
- (iii) plus Fannie Mae is entitled to DPO from the MI Company in an amount equal to not less than the  $[***]$  MI Amount minus the sum of (i) the Adjusted MI Payment Amount and the (ii)  $[***]$  MI Payment Amount.

Any payments to be made by the MI Company shall be paid in accordance with the mortgage insurance policy. The BANA Party shall not pay any fee to the MI Company in DPO Status as consideration for their agreement to stop issuing MI Rescissions. Rather, in return for the MI Company ceasing to issue MI Rescissions, the MI Company will reduce the amount paid with respect to all future claims, before the application of any DPO, by the RR%.

Example 1: Assume loan with a UPB of \$100K; MI Coverage Amount of \$20K; rescission rate of 15%; MI Company paying claims at a rate of 50%. Fannie Mae would receive:

\$ 8,500 From MI Company as Adjusted MI Payment Amount  $(\$20\text{K} \times (100\% - 15\%)) \times 50\%$

$[***]$   $[***]$  Payment Amount  $[***]$

\$ 8,500 DPO from the MI Company

(total of  $[***]$  and \$8,500 DPO)

Absent the settlement, if there were 100 loans with a UPB of \$100K each and MI Coverage Amount of \$20K, Fannie Mae would have received:

$[***]$   $[***]$

$[***]$   $[***]$

\$850,000 DPO from the MI Company

Calculation results in Fannie Mae receiving  $[***]$  on each loan, resulting in  $[***]$

“DPO Status” means if the MI Company is now, or in the future, reducing the percentage of claim amounts paid as a result of insolvency or financial hardship.



**“MI Company”** means a mortgage insurance company.

**“MI Coverage”** means insurance coverage provided by any mortgage guaranty or similar insurance policy related to a Covered Mortgage.

**“MI Coverage Payment”** means as applicable, the [\*\*\*] MI Amount, the [\*\*\*] MI Payment Amount, the Adjusted MI Payment Amount and/or the [\*\*\*] Payment Amount to be paid in accordance with Section 6.

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**Bank of America**

October 9, 2013

Mortgage Guaranty Insurance Corporation  
250 East Kilbourn Avenue  
Milwaukee, WI 53202

Re: Confidential Settlement Agreement and Release dated as of April 19, 2013, as amended, among Mortgage Guaranty Insurance Corporation, Bank of America, N.A. (as a successor to BAC Home Loans Servicing f/k/a Countrywide Home Loans Servicing LP), on its own behalf and as successor in interest by *de jure* merger to Countrywide Bank FSB, formerly Treasury Bank and Countrywide Home Loans, Inc. (the “**Settlement Agreement**”)

Ladies and Gentlemen:

Reference is made to that certain letter of even date herewith from Fannie Mae addressed to MGIC and Bank of America (the “**Fannie Mae Consent Letter**”). Under Paragraph 2(b) of the Fannie Mae Consent Letter, MGIC agreed [\*\*\*]. Upon MGIC’s delivery to Bank of America of [\*\*\*], Bank of America shall [\*\*\*]. Capitalized terms not otherwise defined in this letter have the meanings given them in the Settlement Agreement.

Very truly yours,

BANK OF AMERICA, N.A.

/s/ John S. Cousins

\_\_\_\_\_  
Name: John S. Cousins

Title: Senior Vice President

*[Signatures continue on following page]*

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Acknowledged by:

COUNTRYWIDE HOME LOANS, INC.

/s/ David A. Cassell

Name: David A. Cassell

Title: Senior vice President

MORTGAGE GUARANTY INSURANCE CORPORATION

/s/ Patrick Sinks

Name: Patrick Sinks

Title: President/Chief Operating Officer

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**SECOND AMENDMENT TO  
CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE**

This SECOND AMENDMENT TO CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE (“Amendment”) is made and is effective as of this 8<sup>th</sup> day of November, 2013, by and among Mortgage Guaranty Insurance Corporation (“MGIC”), Countrywide Home Loans, Inc. (“CHL”) and Bank of America, N.A., in its capacity as master servicer or servicer of Subject Loans (“Servicer”). Capitalized terms used in this Amendment without definition have the meaning given them in the Settlement Agreement.

**RECITALS**

WHEREAS, MGIC, CHL, and Bank of America are Parties to a Confidential Settlement Agreement and Release, dated as of April 19, 2013 (as amended, the “Settlement Agreement”); and

WHEREAS, the Parties desire further to amend the Settlement Agreement in certain respects as specified in this Amendment.

NOW, THEREFORE, intending to be legally bound, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the promises and other matters contained herein, the Parties agree, pursuant to Section 19(g) of the Settlement Agreement, that the Settlement Agreement is hereby amended as follows:

1. **Other Consents.** The second sentence of Section 5(a) is amended and restated as follows: “The Parties will cooperate with each other in seeking to obtain Other Consents, which shall be obtained (or not) by June 19, 2014, provided that the Parties may agree in writing to extend the time period for obtaining Other Consents.”
  2. **Termination of Settlement Agreement for Failure to Obtain Other Consent.** Sections 5(c)(i) and (ii) are amended and restated as follows:
    - “(i) If Other Consent is not obtained from the Trustee/Other(s) holding at least fifty percent (50%) of the number of Covered Loans by the close of business on March 14, 2014, MGIC, on the one hand, and CHL and Servicer, on the other, may terminate this Settlement Agreement by written notice to the other Parties within thirty (30) days thereafter.
    - “(ii) If no Other Implementation Date has occurred by June 19, 2014, MGIC, on the one hand, and CHL and Servicer, on the other hand, may terminate this Settlement Agreement by written notice to the other Parties within thirty (30) days thereafter.”
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3. Certain Undertakings. As a material inducement to MGIC to enter into this Amendment, CHL and the Servicer hereby undertake the following:
- a. So long as MGIC fulfills its obligations under Section 5(a) to cooperate in obtaining Other Consents, by no later than December 6, 2013, CHL and the Servicer shall have provided to the financial institution previously identified to MGIC by CHL, in such institution's capacity as a Trustee/Other, a complete information package regarding the Settlement Agreement and a form of consent to the Settlement Agreement (all in a form reasonably acceptable to MGIC) to be executed by such institution.
  - b. So long as MGIC fulfills its obligations under Section 5(a) to cooperate in obtaining Other Consents, by no later than December 13, 2013, CHL and the Servicer shall have provided to each Trustee/Other a form of non-disclosure agreement to be entered into in connection with the review by the Trustee/Other of the Settlement Agreement (in a form reasonably acceptable to MGIC) with a requirement that such non-disclosure agreement be executed and returned no later than 45 days after it has been provided.
  - c. So long as MGIC fulfills its obligations under Section 5(a) to cooperate in obtaining Other Consents, by no later than ten business days after it receives an executed non-disclosure agreement, CHL and the Servicer shall have provided to each Trustee/Other (other than the financial institution referred to in Section 3(a)) executing a non-disclosure agreement, a complete information package regarding the Settlement Agreement and a form of consent to the Settlement Agreement (all in a form reasonably acceptable to MGIC) to be executed by each such Trustee/Other.
4. Settlement Agreement. The Parties hereby affirm all other terms, provisions, and conditions of the Settlement Agreement. All references in the Settlement Agreement to the Settlement Agreement shall mean the Settlement Agreement as amended by all Amendments.
5. Governing Law. This Amendment and any Cause of Action arising under or related to this Amendment shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to the law of conflicts.
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6. Interpretation. This Amendment shall not be construed against any Party, but shall be construed as if the Parties jointly prepared the Amendment and any uncertainty and ambiguity shall not be interpreted against any one Party.
7. Severability. If any provision of this Amendment is declared invalid or unenforceable, then, to the extent possible, all of the remaining provisions of this Amendment shall remain in full force and effect and shall be binding upon the Parties.
8. Representations and Warranties. Each of the Parties represents that: (1) it has full power and authority to execute and deliver this Amendment and to perform its obligations under the Amendment; (2) it has taken all necessary corporate action to authorize the execution and delivery of this Amendment and the performance of its duties and obligations contemplated hereby; (3) none of such execution, delivery, or performance of this Amendment and the transactions contemplated hereby: (A) conflicts with the obligations of such Party under any material agreement binding upon it; (B) requires any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental authority, agency or instrumentality, or any third party, except for (x) filing with the appropriate periodic report with Securities and Exchange Commission and except for (y) any authorization, consent, approval, registration, declaration, filing, or notice that has been obtained or given prior to the date hereof; (C) results in, or requires, the creation or imposition of any lien or other charge upon or with respect to any of the assets now owned or hereafter acquired by a Party; and (4) this Amendment, upon execution and delivery, is a valid and binding agreement, enforceable against it in accordance with the terms of the Settlement Agreement, as amended by this Amendment, subject to applicable bankruptcy, insolvency, reorganization, moratorium, insurers' rehabilitation and liquidation, and other similar laws affecting creditor's rights generally and general principles of equity.
9. Counterparts. This Amendment may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with the other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all Parties. Signatures of the Parties transmitted by fax or .pdf shall be deemed to be their original signatures for all purposes.

*[The next page is the signature page.]*

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IN WITNESS WHEREOF, the Parties have executed this Second Amendment to Confidential Settlement Agreement and Release as of the date first stated above.

**MORTGAGE GUARANTY INSURANCE CORPORATION**

/s/ J. Michael Lauer

\_\_\_\_\_  
Name: J. Michael Lauer

Title: EVP, Chief Financial Officer

**COUNTRYWIDE HOME LOANS, INC.**

/s/ Michael Schloessmann

\_\_\_\_\_  
Name: Michael Schloessmann

Title: President

**BANK OF AMERICA, N.A.**, as Master Servicer or Servicer

/s/ John S. Cousins

\_\_\_\_\_  
Name: John S. Cousins

Title: SVP

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