CHAPTER 5. LOSS MITIGATION

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5.01 LOSS MITIGATION OPTIONS

a. Loss mitigation is an option available to help Veterans avoid foreclosure on delinquent loans, and reduce possible loss to the government. VA delegates the primary responsibility for loss mitigation to servicers. VA recognizes five loss mitigation options and pays an incentive to the servicer upon successful completion. The loss mitigation options are divided into either home retention options or alternatives to foreclosure. Home retention options include repayment plans, special forbearances, and loan modifications. Alternatives to foreclosure include short sales, and deed-in-lieu (DIL) of foreclosure.

b. The traditional VA Purchase (tVAP, formerly refund) option is available for eligible borrowers as an alternative to foreclosure. Refer to Chapter 9 of this manual for additional information regarding the tVAP process.

c. VA technicians may become involved in the loss mitigation process when borrowers:

1. Contact VA directly to request assistance or

2. The VA-assigned technician determines that a loss mitigation option should be pursued after reviewing the Adequacy of Servicing (AOS) or Pre-Foreclosure process on the loan.

d. When a borrower wants to remain in the home, servicers are to review and offer home retention options as outlined in the VA Home Retention Waterfall. This waterfall can be found in Appendix F of this manual. Home retention options included in the VA Home Retention Waterfall are:

1. Special Forbearance

2. Repayment Plan

3. Loan modification

e. If servicers encounter a situation where they believe it is in the best interest of the borrower or VA to deviate from the VA Home Retention Waterfall, they must request pre-approval through the VALERI application. For more information on pre-approvals, review chapter 6 of this manual.

f. If the servicer and the borrower cannot resolve the delinquency through a home retention option or the borrower no longer wishes to retain the home, the servicer should consider alternatives to foreclosure. Alternatives to foreclosure include:

1. Short sale

2. DIL of foreclosure

g. When servicers report a home retention event through their nightly file and the loan reinstates, VALERI generates a Default Cured/Loan Reinstated (DCLR) event.

If servicers report a home retention event manually through the VALERI Events Bulk Upload Templates, they will need to also report the Default Cured/Loan Reinstated event after the home retention event has cured the loan.

Once the default is cured through the DCLR event, VA will review for incentive payment eligibility. When servicers report an alternative to foreclosure event, VA reviews incentive payment eligibility at that time.

h. When loss mitigation options are not feasible, the servicer should immediately refer the loan to foreclosure to reduce potential losses to the government and to ensure the Veteran's indebtedness is not unduly increased. VA encourages servicers to continue to pursue loss mitigation options even after initiating the foreclosure process.

i. When a servicer completes a loan modification or alternative to foreclosure on a loan that is less than 61 days delinquent, they will report the Electronic Default Notice (EDN) event by choosing imminent default, property problems, or National Emergency Declaration (NED) as the reason for default. In these instances, the EDN must be submitted prior to reporting the loan modification, or alternative to foreclosure event.

j. Loans that have been reported with an EDN using the VALERI Events Bulk Upload Template will not automatically generate the DCLR event. Servicers must report the DCLR event in the same manner when the loan reinstates.

k. Information on loss mitigation event reporting can be found in chapter 2 of this manual.

5.02 ACCEPTANCE OF ELECTRONIC SIGNATURES

a. VA allows electronic signatures on repayment, forbearance, or modification agreements between loan servicers and borrowers, provided they are readily identifiable during a post-audit review. The Electronic Signatures in the Global and National Commerce Act (P.L. 106-229) provides that with respect to any transaction in or affecting interstate or foreign commerce that "a signature, contract, or other record relating to such transaction may not be denied legal effect, validity, or enforceability solely because it is in electronic form."

b. Servicers must ensure compliance with all regulations governing VA-guaranteed home loans, including the requirement to obtain and maintain a lien of proper dignity (38 C.F.R. §36.4354), requiring compliance with local real estate laws, especially concerning documentation of modifications to existing loans, which may vary from region to region.

5.03 SPECIAL FORBEARANCE (38 C.F.R. §36.4301)

a. A special forbearance is a documented agreement, by and between the borrower and holder where the holder agrees to suspend or reduce payments for 1 or more months on a loan that is a reportable default (61 or more calendar days delinquent), and the borrower agrees to pay the total delinquency at the end of the specified period or enter into a repayment plan. To be eligible for an incentive, the special forbearance must be established for at least 30 days.

1. No events are needed when a special forbearance is approved on a loan before it reaches 61 days delinquent.

b. During the forbearance period, servicers must monitor the agreement and take appropriate action if the borrower does not comply. Agreements may be renegotiated at any time.

c. Servicers must offer the Special Forbearance when the borrower indicates they can repay the missed payments in a lump sum, as outlined on the VA Home Retention Waterfall.

5.04 REPAYMENT PLAN (38 C.F.R. §36.4301)

a. A repayment plan is a documented agreement, by and between the borrower and the holder to reinstate a loan that is a reportable default (61 or more calendar days delinquent) by requiring the borrower to pay the normal monthly payment, plus a portion of the delinquency each month. To be eligible for an incentive, the duration must be for three-month or greater period.

1. No events are needed when a repayment plan is approved on a loan before it reaches 61 days delinquent.

b. During the repayment agreement, servicers must monitor the agreement each month and take appropriate action if the borrower does not comply. Plans may be renegotiated at any time.

c. Servicers must discuss and offer, if appropriate, the repayment plan when the borrower indicates they can repay the current loan payment plus additional amounts to bring the loan current, as outlined in the VA Home Retention Waterfall.

5.05 LOAN MODIFICATION (38 C.F.R. §36.4315)

a. A loan modification is a documented agreement by, and between the holder and all obligors on the loan, which permanently changes one or more of the terms of a loan and may include re-amortization of the balance due. VA considers the execution date of the loan modification agreement to be the date of the borrower’s signature. The loan modification must be consistent with VA regulatory requirements and sound lending practices. If the loan originated prior to January 1, 1990, and includes a transferee, servicers must ensure that no previous obligor is released from liability by the completion of a loan modification. All loan modifications must meet the following conditions:

1. The loan is in default.

2. The loan modification will reinstate the loan, and cure the default.

3. The current owner(s) is obligated to repay the loan, and is party to the loan modification agreement.

4. The servicer will not charge a processing fee and waive all unpaid late fees. Any other actual costs incurred, and legally chargeable, but which cannot be capitalized in the modified indebtedness, may be collected directly from the borrower as part of the modification process, or waived, at the discretion of the servicer.

5. Servicer ensures the first lien position remains intact.

6. The guaranty dollar amount will not exceed the greater of:

(a) The original guaranty amount of the loan being modified (if loan modified amount is less than the original loan amount, the amount of guaranty will be equal to the original guaranty percent applied to the modified loan amount), or

(b) 25 percent of the loan being modified subject to the statutory maximum specified at 38 U.S.C. §3703(a)(1)(B).

7. Borrower will not receive any cash back from the modification.

8. The property securing the mortgage loan must not have been abandoned or condemned.

9. Unless an exception is specifically noted in this chapter, all requirements outlined in 38 C.F.R. §36.4315 must be followed. If regulatory requirements for a loan modification are not met, and the servicer believes the option would be in the best interest of the Veteran, and the Government, the servicer must submit a request for pre-approval consideration in VALERI for VA review. Refer to Chapter 6 of this manual for more information on pre-approvals.

(a) An exception is granted for 38 C.F.R. §36.4315(a)(3) requiring borrower creditworthiness to be evaluated under the criteria specified in 38 C.F.R. §36.4340.

10. Standard servicer incentives for a completed modification will apply. Refer to Chapter 7 of this manual for more information on incentives.

Note: Servicers may consider other eligibility exclusion criteria including, but not limited to, loans in active bankruptcy, mediation, or litigation, upon advice of servicer's counsel. Servicers should reach out to VA for pre-approval in these instances.

11. Servicers can request Pre-Approval to proceed with approval of a loan modification that does not meet the guidelines outlined. VA technicians will review each request and consider the best outcome for the borrower. For more information on the Pre-Approval process, review Chapter 6 of this manual.

12. Servicers are to offer the appropriate modification, as outlined on the VA Home Retention Waterfall. The modification options include:

b. Traditional VA Modification -

1. When the borrower indicates they can afford the current mortgage payments but do not have the funds to reinstate the past due amount, servicers must review for the Traditional VA Modification.

2. Must bear a fixed-interest rate. The rate must not exceed the weekly Freddie Mac Primary Mortgage Market Survey Rate for 30-year fixed rate conforming mortgages, rounded to the nearest one-eighth of one percent (0.125%), as of the date the modification agreement is approved, plus 50 basis points, and no more than 1% higher than the existing interest rate on the loan. The posted maximum allowable interest rate will be effective Friday through Thursday. Servicers may offer an interest rate below the maximum allowable rate at their discretion, without VA pre-approval.

3. The unpaid balance of the modified loan will be re-amortized over the remaining life of the loan, or if the loan term is to be extended, the maturity date will not exceed the shorter of:

(a) 360 months from the due date of the first installment under the modification, or

(b) 120 months after the original maturity date of the loan (unless the original term was less than 360 months, in which case the term may only be extended to 480 months from the due date of the first installment of the original loan).

4. An exception is granted for the following requirements in 38 C.F.R. C36.4315:

(a) 38 C.F.R. §36.4315(a)(4): At least 12 monthly payments have been paid since the closing date of the loan.

(b) 38 C.F.R. §36.4315(a)(7): A loan has not been modified more than once in a three-year period or more than three times during the life of the loan.

c. 30-Year Modification–

1. When the borrower indicates they cannot afford the current mortgage payment and the 30-Year Modification offers a 10% reduction to the principal and interest payment, servicers must offer the 30-Year Modification.

2. Must bear a fixed-interest rate. The rate must not exceed the weekly Freddie Mac Primary Mortgage Market Survey Rate for 30-year fixed rate conforming mortgages, rounded to the nearest one-eighth of one percent (0.125%), as of the date the modification agreement is approved, plus 50 basis points, and no more than 1% higher than the existing interest rate on the loan. The posted maximum allowable interest rate will be effective Friday through Thursday. Servicers may offer an interest rate below the maximum allowable rate at their discretion, without VA preapproval.

3. The unpaid balance of the modified loan will be re-amortized over a term of 360 months.

4. There must be at least a minimum 10% reduction in the monthly principal and interest payment.

5. An exception is granted for the following requirements in 38 C.F.R. §36.4315:

(a) 38 C.F.R. §36.4315(a)(4): At least 12 monthly payments have been paid since the closing date of the loan.

(b) 38 C.F.R. §36.4315(a)(7): A loan has not been modified more than once in a three-year period or more than three times during the life of the loan.

(c) 38 C.F.R. §36.4315(a)(9): The maturity date will not exceed the shorter of:

i. 360 months from the due date of the first installment under the modification, or

ii. 120 months after the original maturity date of the loan (unless the original term was less than 360 months, in which case the term may only be extended to 480 months from the due date of the first installment of the original loan).

d. 40-Year Modification –

1. When the borrower indicates they cannot afford the current mortgage payment and the 30-Year Modification did not offer a 10% reduction to the principal and interest payment, servicers must offer the 40-Year Modification.

2. Must bear a fixed-interest rate. The rate must not exceed the weekly Freddie Mac Primary Mortgage Market Survey Rate for 30-year fixed rate conforming mortgages, rounded to the nearest one-eighth of one percent (0.125%), as of the date the modification

agreement is approved, plus 50 basis points, and no more than 1% higher than the existing interest rate on the loan. The posted maximum allowable interest rate will be effective Friday through Thursday. Servicers may offer an interest rate below the maximum allowable rate at their discretion, without VA pre-approval.

3. The unpaid balance of the modified loan will be re-amortized over a term of 480 months.

4. If the borrower occupies the property, there must be at least a minimum 10% reduction in the monthly principal and interest payment. If a 10% reduction cannot be achieved, then the servicer must review for VA Servicing Purchase (VASP). For more information on VASP, review chapter 9 of this manual.

5. An exception is granted for the following requirements in 38 C.F.R. §36.4315:

(a) 38 C.F.R. §36.4315(a)(4): At least 12 monthly payments have been paid since the closing date of the loan.

(b) 38 C.F.R. §36.4315(a)(7): A loan has not been modified more than once in a three-year period or more than three times during the life of the loan.

(c) 38 C.F.R. §36.4315(a)(9): The maturity date will not exceed the shorter of:

i. 360 months from the due date of the first installment under the modification, or

ii. 120 months after the original maturity date of the loan (unless the original term was less than 360 months, in which case the term may only be extended to 480 months from the due date of the first installment of the original loan).

e. <u>VA Disaster Modification</u> – Allows servicers to offer a permanent modification of loan terms to provide payment relief to impacted delinquent borrowers when the borrower has not submitted a complete loss mitigation application. All eligible impacted borrowers should have an opportunity to be considered for a VA Disaster Loan Modification.

1. Evaluation of Borrower - Servicer evaluation of the borrower's financial information is not required for a disaster modification Borrowers must successfully complete a 3-month TPP period, and sign the disaster modification agreement in, order to receive a permanent loan modification.

2. Must bear a fixed-interest rate. The rate must not exceed the weekly Freddie Mac Primary Mortgage Market Survey Rate for 30-year fixed rate conforming mortgages, rounded to the nearest one-eighth of one percent (0.125%), as of the date the modification agreement is approved, plus 50 basis points, and no more than 1% higher than the existing interest rate on the loan. The posted maximum allowable interest rate will be

effective Friday through Thursday. Servicers may offer an interest rate below the maximum allowable rate at their discretion.

3. Servicers are encouraged to continue solicitation throughout the borrower's delinquency and the foreclosure process, up to 12 months after the federally declared disaster.

4. Additional Eligibility Requirements:

(a) The borrower has been impacted by a federally-declared disaster.

(b) The mortgage loan was not more than 30 days past due at the time of the disaster.

(c) The mortgage loan is at least 60 days delinquent after the disaster forbearance period has ended. Servicers may offer a disaster modification to a borrower prior to the expiration of the forbearance period if clear evidence exists that the borrower is ready to resume monthly installments.

(d) Borrower must successfully complete a TPP. Refer to section 5.06 of this chapter for more information on VA requirements for TPPs.

(e) The borrower has not submitted a complete loss mitigation application currently under review, and/or is not performing under a default curing loss mitigation option.

5. An exception is granted for the following requirements in 38 C.F.R. §36.4315:

(a) 38 C.F.R. §36.4315(a)(4): At least 12 monthly payments have been paid since the closing date of the loan.

(b) 38 C.F.R. §36.4315(a)(7): A loan has not been modified more than once in a 3-year period or more than three times during the life of the loan.

f. Disaster Extend Modification – Allow servicers to offer permanent payment relief by extending the maturity date, up to 12 months, to impacted delinquent borrowers when the borrower has not submitted a complete loss mitigation application. All eligible impacted borrowers should have an opportunity to be considered for a VA Disaster Loan Modification.

1. Evaluation of Borrower - Servicer evaluation of the borrower's financial information is not required for a disaster modification. The servicer must waive the delinquent interest accrued on the loan as a result of the delinquency. The liability of the Secretary will not be increased when servicers waive the delinquent interest, allowing for the modification to be completed without a TPP.

2. The rate must not exceed the borrower's current interest rate. The desired result is that borrowers can resume the same regular monthly installments without feeling as though they have been financially penalized due to a disaster. An exception is granted for 38 C.F.R. §36.4315(a)(8) if the current interest rate is above the most recent Freddie Mac Weekly Primary Mortgage Market Survey Rate for 30-year fixed-rate conforming mortgages.

3. The servicer may re-amortize the loan, if necessary, to meet any investor restrictions, as long as, the new monthly payment is the same as or less than the current monthly installment.

4. Servicers are encouraged to continue solicitation throughout the borrower's delinquency and the foreclosure process, up to 12 months after the federally declared disaster.

5. Additional Eligibility Requirements:

(a) The borrower has been impacted by a federally declared disaster.

(b) The mortgage loan was not more than 30 days past due at the time of the disaster.

(c) The mortgage loan is at least 60 days delinquent after the disaster forbearance period has ended. Servicers may offer a disaster modification to a borrower prior to the expiration of the forbearance period if clear evidence exists that the borrower is ready to resume monthly installments.

(d) The terms of the loan are extended by the equal number of months the loan is delinquent due to the disaster. For example, if the loan is four months delinquent, the loan term may only be extended by four months. The limit of the term extension is 12 months, without prior approval from VA.

(e) The modification does not raise the borrower's current interest rate or monthly Principal and Interest amounts.

(f) Servicer waives the delinquent interest.

(g) The borrower has not submitted a complete loss mitigation application currently under review, and/or is not performing under a default curing loss mitigation option.

6. An exception is granted for the following requirements in 38 C.F.R. §36.4315:

(a) 38 C.F.R. §36.4315(a)(4): At least 12 monthly payments have been paid since the closing date of the loan.

(b) 38 C.F.R. §36.4315(a)(7): A loan has not been modified more than once in a three-year period or more than three times during the life of the loan.

5.06 TRIAL PAYMENT PLAN (TPP) AND INTEREST RATE

a. The TPP allows borrowers to demonstrate their ability to make the modified monthly mortgage payment, prior to the completion of a permanent modification. TPPs must be at least three payments in duration.

b. If a TPP is required, VA encourages the servicer to provide the written TPP offer within 15-calendar days of the date the servicer determines the borrower to be eligible.

1. If the servicer sends the TPP on, or before the 15th day of a calendar month, the servicer must use the first day of the following month as the first trial plan payment due date.

2. If the servicer sends the TPP after day 15 of the calendar month, the servicer must use the first day of the successive month following the next month as the first trial plan payment due date.

To accept the offer, the borrower can notify the servicer verbally, or make the first trial plan payment. The servicer must provide the borrower foreclosure protection, by placing any foreclosure proceedings on hold, upon receipt of the first trial plan payment. The borrower must make each of the three scheduled trial payments by the last day of the month in which the payment is due.

c. Interest rates are based on the final approval of the loan modification. Servicers may request pre-approval from VA to complete the modification with an interest rate based on the approval date of the TPP. All pre-approval requests must be submitted prior to the TPP agreement, as VA does not grant pre-approvals for actions a servicer has already completed.

d. Final Modification - After successfully completing the three trial payments, the servicer will provide the borrower with the final modification agreement. The servicer should prepare the Agreement early enough in the trial period to allow sufficient processing time so that the modification becomes effective on the first day of the month following the final trial-period month. If the borrower does not make the final trial payment on, or before the due date in the TPP (but does make the final payment before the end of the month in which it is due), then the servicer may complete the loan modification agreement so that the modification becomes effective on the first day of the second month following the final trial period month. The borrower will not be required to make an additional TPP during the (interim) month in between the final trial-period month, and the month in which the modification becomes effective. The borrower must sign, and return the streamline loan modification agreement, and must agree to set up an escrow account for taxes, hazard, and flood insurance prior to the beginning of the TPP if one does not currently exist.

5.07 SHORT SALE (38 C.F.R. §36.4322(e))

a. A short sale is a sale to a third-party for an amount less than the borrower's total eligible indebtedness (TEI) on the loan. This alternative should be considered when a private sale is not feasible due to little or no equity. The servicer must agree to release the lien in exchange for the proceeds of the sale.

b. The servicer may complete a short sale if the following conditions exist:

1. The servicer has determined the loan insoluble. **Note**: the servicer evaluation of the borrower's financial information is not required if the loan is 60 or more days delinquent, and the borrower has requested a short sale. In those instances, exceptions are granted for 38 C.F.R. §36.4350(h)(2) and (3), eliminating a servicer's requirement to establish employment status, present income of the borrower(s), as well as current monthly expenses of the borrower(s) including household and debt obligations.

2. The net proceeds equal or exceed the net value of the property securing the loan.

3. Current owner of the property will not receive any proceeds from the sale of the property.

c. Any liquidation appraisal for a property originally scheduled for foreclosure will not require a second appraisal if a subsequent short sale offer is made on the property. The exterior-only liquidation appraisal will be sufficient to complete the short sale without any further delays.

d. If regulatory requirements for a short sale are not met and the servicer believes the option would be in the best interest of the Veteran and the Government, the servicer must submit a request for pre-approval in VALERI. Refer to Chapter 6 of this manual for more information on pre-approvals.

5.08 DEED-IN-LIEU (DIL) OF FORECLOSURE (38 C.F.R. 36.4322(f))

a. A DIL of foreclosure is a voluntary transfer of a property from the borrower to the servicer for a release of all obligations under the mortgage.

b. In cases when a default is insoluble and there is little or no likelihood of a private sale, consideration should be given to accept a DIL of foreclosure. Completing a DIL may save on foreclosure costs, cut down on possible decreases in the value of the security and reduce or eliminate the amount of the Veteran's indebtedness. A DIL is completed when the deed to the servicer from the Veteran is sent for recording, or is recorded. The property is considered conveyed to VA when the servicer reports the Transfer of Custody (TOC) event in VALERI. Servicers must submit the full title package to VA's property management contractor. [Refer to the Title Documentation, Insurance, and Timeframe

Requirements on the VALERI Internet]. Servicers may complete a DIL if all the following conditions exist:

1. The loan is insoluble. Note: Servicer evaluation of the borrower's financial information is not required if the loan is 60 or more days delinquent, and the borrower has requested a DIL. In those instances, exceptions are granted for 38 C.F.R. §36.4350(h)(2) and (3), eliminating a servicer's requirement to establish employment status, present income of the borrower(s), as well as current monthly expenses of the borrower(s) including household and debt obligations.

2. The VA net value of the property has been determined by subtracting the estimated costs to the VA for the acquisition and disposition of the property from the "as is" value available on the Notice of Value (NOV).

3. Clear title can be obtained.

4. An agreement, signed by the borrower, to vacate the property when the deed is recorded or to give possession of the property to VA immediately upon notification to do so.

5.09 RELOCATION ASSISTANCE FOR VA BORROWERS

a. VA authorizes servicers to advance $1,500 in relocation assistance to borrower occupants who complete a short sale with a VA short sale claim, or execute a DIL. This as a reimbursable expense that may be included as a part of the eligible indebtedness on the basic claim event in VALERI. For more information on requesting reimbursement for the relocation expense can be found in Chapter 14 of this manual.

b. VA expects servicers to proactively notify eligible borrowers of the availability of foreclosure alternatives, and to encourage completion of a short sale or DIL by providing the homeowner a written agreement describing the requirements for receipt of a relocation incentive. In the case of a DIL, the agreement must specify that the property will be unencumbered by other liens or restrictions on the title, it will be kept in good and safe condition, and it will be left ready for sale in "broom clean" condition (i.e., clear of all personal belongings and reasonably clean) upon the homeowner's departure.

c. Relocation assistance can provide necessary funds to conduct a move or pay for lodging for borrowers who are faced with the loss of their home. For servicers, the transfer of ownership via DIL or short sale is typically shorter than a foreclosure time period, and the property is left in better condition via DIL, which preserves the condition and value of the property by minimizing the time it is vacant and subject to vandalism and deterioration. In addition, alternatives to foreclosure options generally provide a substantially better outcome than a foreclosure sale for borrowers, investors, and communities.

5.10 LOAN MODIFICATION OVERSIGHT

a. VA performs several reviews during the life of the loan. Reviews are performed to ensure that VA’s liability was not increased due to non-compliance with VA regulatory requirements. The reviews may include Suspicious Loan Modification and Early Payment Default (EPD) on a modified loan.

b. Suspicious Loan Modification (38 C.F.R. 36.4315). VA performs a review of a loan modification if the servicer failed to report all necessary data elements in the Loan Modification Complete event and/or VALERI determines the data has failed regulatory requirements. When this occurs, VALERI will open a Review Suspicious Loan Modification process for review by the VA-assigned loan technician. VA will review the loan modification to ensure the servicer followed the requirements of the modification option used. Violations of these infractions could result in VA requesting a revision to the loan modification or possible claim adjustments if the terms negatively impact the Veteran or the Government. Servicers must complete all corrections within 60 days of notification by VA. Failure to make corrections within the required timeframe could result in VA making an adjustment to the claim if the loan becomes delinquent and subsequently terminates. The VA-assigned technician must document their review in the VALERI case notes. The following are some errors that may require further VA review:

1. The loan modification did not cure the default.

2. The interest rate on the modified loan exceeds the maximum allowable rate.

3. The term of the modified loan exceeds the maximum allowable term.

4. The new loan does not amortize to within $50 of zero over the new term.

c. EPD on a Modified Loan. VA reviews early payment defaults any time a servicer reports an EDN, and the loan became delinquent within the first six months of the first payment due date on the loan modification agreement. When this occurs, VALERI will open a Review Early Payment Default process for review by the VA-assigned technician. An EPD may be the result of an improper decision by the servicer to modify the loan. VA will complete an analysis of the loan modification underwriting package, if applicable, to ensure it complies with VA requirements. Servicer errors may result in a regulatory infraction being added and possible future claim adjustment.