

Learning from History

A Review of Common Claims

"Those who do not learn from history are doomed to repeat it."

George Santayana, Philosopher



Old Republic Title

Unsurpassed Financial Ratings

Company	A.M. Best	Moody's Ratings	Standard & Poor's
OLD REPUBLIC TITLE	A	A2	A
Fidelity National Title Insurance	A	A3	A
First American Title Insurance Company	A	A3	A -
Stewart Title Guaranty Company	Α-	Not Rated	Not Rated

OLDREPUBLICTITLE.COM

Rating determinations made by rating agencies are subject to change from time-to-time. While the Company attempts to show accurate information, it cannot assure the reliability of ratings referred to herein and assumes no obligation to monitor the ratings of any rating agency, or to immediately incorporate any rating changes applicable to the Company.

Strength and Stability for Over a Century



Old Republic Title Insurance Group



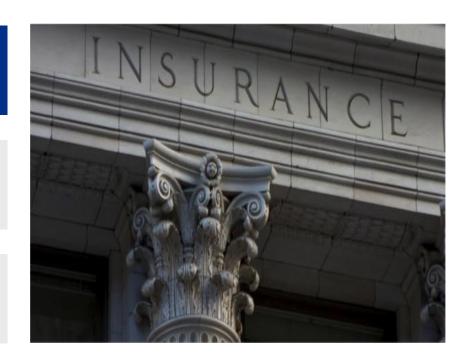


Basic Claims Considerations for Underwriters

1 Duty to Indemnify

2 Duty to Defend

3 Ambiguities



Fundamental Underwriting Considerations

Risk Avoidance and Risk Minimization

2 Marketability of Title

3 Off Record Risks





Underwriting Red Flags



Another attorney or company has declined to insure the transaction.

2 A policy is requested where there is no arms-length transaction.

The seller is not willing to sign a warranty deed.



Extra-Hazardous or Unusual Risk

Supervisory Office Approval Required Before Issuing Commitment or Policy

Title through tax deed

Present or threatened litigation

Title through sheriff's deed under an execution sale

Title to land now under or formerly under navigable waters

Title through or dependent on adverse possession

Transactions refused by other insurers

Access Claims

- The road providing access is not a public road.
- **2** The mortgaged parcel is landlocked.
- The abstractor does not search title to the easement.
- The abstractor does not review the tax assessors plat.



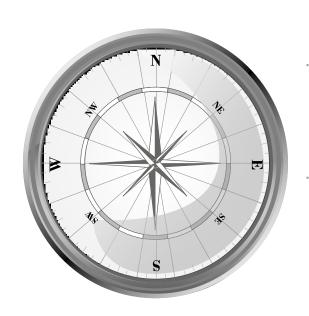


Legal Description Claims

No Legal Description

Incorrect description attached

Property not intended to be conveyed



Typographical Errors

Omits "less and except"

Description does not close



Missing Interest Claims

Failure of All Owners to Convey Their Interest in the Insured Property

Granting Clause Does Not Include an Owner

2 Owner Does Not Sign the Deed or Mortgage

Homestead Disclaimer Above Owner's Signature



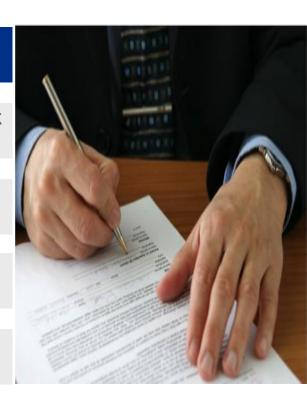


Line of Credit Not Properly Closed

- Require the borrower to freeze line of credit prior to closing.
- **2** Confirm payoff amount the day of closing.
- **3** Obtain written authorization from borrower to close the line of credit.
- Retain transmittal letter and confirmation of delivery of payoff and written authorization to close the line of credit.
- Follow up post-closing to make sure the mortgage is canceled of record.

Forgery Red Flags

- Deed or mortgage signed outside settlement agent's office.
- Deeds between family members are at a higher risk of being forged.
- Borrower produces a payoff statement or release of mortgage.
- A mortgage is released without a record source of funds to satisfy the mortgage.
- (5) A party asks to sign using a power of attorney.



Thank you for your attention!





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