

# UTAH

## TITLE INSURANCE RATES AND RULES MANUAL

For use in all Counties of Utah  
Effective June 6, 2022



**FIRST  
NATIONAL**™  
TITLE INSURANCE COMPANY

**TABLE OF CONTENTS**

**GENERAL RULES ..... 4**

A. APPLICABILITY ..... 4

B. COMPUTATION OF RATES ..... 4

C. AMOUNT OF INSURANCE ..... 4

D. FAIR VALUE ..... 4

E. INCREASED LIABILITY ..... 4

F. ROUNDING PREMIUMS ..... 4

G. VALUING LEASEHOLDS ..... 4

H. ASSUMPTION OF LIABILITY ..... 4

I. MULTIPLE POLICIES OR OWNERSHIPS INSURED SIMULTANEOUSLY ..... 4

J. FORMS AND DEFINITIONS ..... 5

K. SCHEDULE OF BASIC RATES ..... 7

**CHAPTER 1 - OWNER’S INSURANCE ..... 8**

1.1. BASIC CHARGE (OWNER’S POLICIES) ..... 8

1.2. OWNER’S POLICIES (With Concurrent Loan Policy) ..... 8

1.3. INCREASED OWNER’S INSURANCE ..... 8

1.4. INCREASED OWNER’S INSURANCE (With Concurrent Loan Policy) ..... 8

1.5. OWNER’S POLICIES FOLLOWING TRUSTEE’S SALE GUARANTEE OR LITIGATION GUARANTEE ..... 9

1.6. PURCHASE FROM CONSTRUCTION LOAN BORROWER ..... 9

1.7. CONCURRENTLY INSURING VENDOR AND VENDEE ..... 9

1.8. MINERAL INTEREST ..... 9

1.9. COMMERCIAL OWNER’S POLICY RATE ..... 9

**CHAPTER 2 - LENDER’S INSURANCE ..... 10**

LOAN POLICIES ..... 10

2.2. CONCURRENTLY/SIMULTANEOUSLY ISSUED LOAN & OWNER’S POLICIES ..... 10

2.3. INTERIM (CONSTRUCTION) LOANS; ADDITIONAL COVERAGES AND REISSUES; AND TAKE-OUT (PERMANENT) LOAN POLICIES ..... 10

2.4. REVAMPING OR REFINANCING OF INSURED DEED OF TRUST OR MORTGAGE ..... 11

2.5. ADDITIONAL ADVANCES (Open-End Mortgages only) ..... 13

2.6. ASSIGNMENT OF DEED OF TRUST/MORTGAGE ..... 13

2.7. LOAN ON MORE THAN ONE PARCEL WHEN COUPLED WITH THE ISSUANCE OF AN OWNER’S POLICY ON THE PURCHASE OF ONE OR MORE PARCELS ..... 14

2.8. BUNDLED RESIDENTIAL RESALE ENDORSEMENT RATE ..... 14

2.9. COMMERCIAL BUNDLED ENDORSEMENT RATE ..... 14

2.10. COMMERCIAL LOAN RATE ..... 15

2.11. RESIDENTIAL LIMITED COVERAGE JUNIOR LOAN POLICY ..... 15

2.12. BUNDLED RESIDENTIAL REVERSE MORTGAGE FINANCE RATES ..... 15

<b>CHAPTER 3 – LEASEHOLD INSURANCE .....</b>	<b>16</b>
3.1. LEASEHOLD - LESSEE .....	16
3.2. LEASEHOLD - OWNER'S AND LESSEE (Combination Rate).....	16
3.3. LEASEHOLD – LENDER’S .....	16
3.4. LEASEHOLD – LENDER’S (Simultaneous with Leasehold Owner’s Policy).....	16
3.5. CONVERSION OF INSURED LEASEHOLD ESTATE TO FEE TITLE ESTATE .....	16
<b>CHAPTER 4 –BUILDER, SUBDIVISION RATES .....</b>	<b>17</b>
4.1 NEW RESIDENTIAL CONSTRUCTION .....	17
4.2 ALTA HOMEOWNER’S POLICY FOR IMPROVED RESIDENTIAL PROPERTY .....	17
4.3 NEW CONSTRUCTION FOR PURPOSE OF RESALE (BULK RATE) .....	17
4.4 SUBDIVISION / CONDOMINIUM RATE.....	17
<b>CHAPTER 5 - GUARANTEES .....</b>	<b>18</b>
5.1. TRUSTEE'S SALE GUARANTEE.....	18
5.2. LITIGATION GUARANTEE.....	18
<b>CHAPTER 6 – WATER POLICY .....</b>	<b>19</b>
6.1. STANDARD COVERAGE OWNER’S POLICY.....	19
6.2. FORFEITURE COVERAGE.....	19
6.3. CONCURRENTLY ISSUED – OWNER’S POLICY AND LOAN POLICY.....	19
6.4. STANDARD COVERAGE LOAN POLICY .....	19
6.5. SUBDIVISION RATE .....	19
<b>CHAPTER 7 - REISSUE RATE.....</b>	<b>20</b>
REISSUE RATE - RESIDENTIAL .....	20
7.2. REISSUE RATE – COMMERCIAL .....	20
<b>CHAPTER 8 - MISCELLANEOUS/ADDITIONAL CHARGES.....</b>	<b>21</b>
8.1. NON-POLICY TRANSACTION (Miscellaneous).....	21
8.2. EASEMENT AND/OR RIGHTS OF WAY REPORT .....	21
8.3. CONDEMNATION REPORT.....	21
8.4. INTENTIONALLY DELETED .....	21
8.5. REINSURANCE FEES.....	21
8.6. INTENTIONALLY DELETED .....	21
8.7. INTENTIONALLY DELETED .....	21
8.8. INTENTIONALLY DELETED .....	21
8.9. INTENTIONALLY DELETED .....	21
8.10. INTENTIONALLY DELETED .....	21
8.11. TIMESHARE INTERVAL RATE .....	22
8.12. CLOSING PROTECTION LETTER FEE .....	22

**CHAPTER 9 - REPORTING CODES AND INSTRUCTIONS ..... 23**

A. *REPORTING TRANSACTION CODES* ..... 23

B. *COUNTY CODES*..... 23

C. *POLICY ISSUING LIMITS* ..... 23

D. *HOW TO REMIT PREMIUMS*..... 24

**CHAPTER 10 – ENDORSEMENTS ..... 0**

## GENERAL RULES

### **A. APPLICABILITY**

This manual is filed by First National Title Insurance Company, "First National", with the Utah Department of Insurance in accordance with Utah Administrative Code Rule R590-225. The rates and charges for title insurance herein are specifically for land located in Utah and are designed for use by policy issuing agents located throughout the state. Policy issuing agents for First National may issue preliminary reports, commitments, binders, policies, endorsements, and guarantees, and collect the applicable premium on behalf of First National.

First National reserves the right to decline to issue any title insurance policy, which in its sole and absolute discretion, determines to present an unacceptable risk.

### **B. COMPUTATION OF RATES**

See Basic Schedule of Rates charts as provided by First National Title Insurance Company. Rates in the Basic Schedule of Rates are expressed in increments of \$5,000 of insurance. If the amount of insurance or liability exceeds a particular increment, the next highest increment is charged.

### **C. AMOUNT OF INSURANCE**

Premiums are based on the amount of insurance or liability written and the Basic Rate Schedule must be used to calculate the appropriate charge.

### **D. FAIR VALUE**

Fair value of the estate or interest to be insured shall be the sales price. Where no sale is involved, the fair value may be determined from all available information, including but not limited to, the aggregate of all recorded voluntary monetary liens, appraisals, assessed values, etc. In most transactions, the fair value will not be less than the sum of all recorded voluntary monetary encumbrances to which the land is a part. Any amount of insurance above of the fair value must be approved by First National.

### **E. INCREASED LIABILITY**

The amount of insurance provided for in an existing policy of title insurance issued by First National may be increased as provided for in various sections of this Manual. Insurance exceeding the original amount of an existing policy is charged on an increased liability basis. The charge for an increased liability is the difference between the scheduled charge for the amount of insurance in the new policy and the scheduled charge based on the amount of insurance in the existing policy, calculated using the applicable rate for the type and amount of coverage.

### **F. ROUNDING PREMIUMS**

When percentages are used to calculate premium, the amount must be rounded up to the next whole dollar. (e.g. \$105.51 is rounded to \$106.00 and \$105.39 is rounded up to \$106.00)

### **G. VALUING LEASEHOLDS**

When determining the minimum fair value, amounts of insurance, and charges for Leasehold Owner's or Leasehold Loan Policies, see Chapter 3.

### **H. ASSUMPTION OF LIABILITY**

When documents of any kind are recorded with specific instructions, which impose liability upon First National, the charge for the type of policy, or other form normally issued covering such documents, will be due upon such recording. Subsequent services rendered or assurances given will be charged at the applicable rates in this manual, unless otherwise provided.

### **I. MULTIPLE POLICIES OR OWNERSHIPS INSURED SIMULTANEOUSLY**

Whenever two or more policies are issued simultaneously out of the same ownership, the applicable rates shall be charged based upon the aggregate amount of risk assumed and other charges which may be required.

This calculation does not apply to policies issued under the provisions of reissues of initial loan policies, and builders, subdividers and developer's rates.

**J. FORMS AND DEFINITIONS**

- ALTA: American Land Title Association
- CLTA: California Land Title Association
- Company or FNTI: First National Title Insurance Company
- Basic Rate: The rates contained in the Basic Rate Schedules attached to the manual.
- Increased Liability: See General Information, paragraph E.
- Leasehold Owner’s: An ALTA Owner’s Policy issued with ALTA Endorsement 13-06 to insure a leasehold estate in the land.
- Leasehold Loan: ALTA Loan Policy issued with ALTA Endorsement 13.1-06 to insure a leasehold estate in the land.
- Standard Coverage Exceptions: Those certain Regional Exceptions from coverage contained in Schedule B of the ALTA Owner’s or ALTA Loan Policy when standard coverage is issued
- Extended Coverage Exceptions: Those certain Regional Exceptions from coverage contained in Schedule B of the ALTA Owner’s or ALTA Loan Policy are completely or partially omitted
- ALTA Expanded Coverage Residential Loan Policy - Assessments Priority 4-2-2015
- ALTA Expanded Coverage Residential Loan Policy - Current Assessments 4-2-2015
- ALTA Short Form Residential Loan Policy - Current Violations 4-2-2015
- ALTA Short Form Expanded Coverage Residential Loan Policy - Assessments Priority 4-2-2015
- ALTA Short Form Expanded Coverage Residential Loan Policy - Current Assessments 4-2-2015

American Land Title Association Forms
FNTI Form No. CPL-S-UT ALTA Closing Protection Letter - Single Transaction - Adopted 12/1/2015 Revised 12/1/2018
FNTI Form No. CPL-S-UT ALTA Closing Protection Letter – Single Transaction – Adopted 4/2/2021
FNTI Form No. UCom16 ALTA Commitment
FNTI Form No. UTSFCom17 ALTA Commitment 12-1-2017 TC 4-2-2018
FNTI Form No. UCom21 ALTA Commitment 7-1-2021
FNTI Form No. UTSFCom21 ALTA Short Form Commitment 7-1-2021
FNTI Form No. UT1000 ALTA Owner’s Policy 6-17-06
FNTI Form No. UT1001 ALTA Homeowner’s Policy of Title Insurance For a One-to-Four Family Residence 12-2-2013
FNTI Form No. UT2000 ALTA Loan Policy 6-17-06
FNTI Form No. UT2002 ALTA Short Form Residential Loan Policy 12-2-2012
FNTI Form No. UT2005 ALTA Residential Limited Coverage Junior Loan Policy 10-18-2012
FNTI Form No. UT2006 ALTA Short Form Residential Limited Coverage Junior Loan Policy 4-2-2013
FNTI Form No. UT2007 ALTA Expanded Coverage Residential Loan Policy - Assessments Priority 4-2-2015
FNTI Form No. UT2008 ALTA Expanded Coverage Residential Loan Policy - Current Assessments 4-2-2015
FNTI Form No. UT2009 ALTA Short Form Residential Loan Policy - Current Violations 4-2-2015
FNTI Form No. UT2010 ALTA Short Form Expanded Coverage Residential Loan Policy - Assessments Priority 4-2-2015
FNTI Form No. UT2011 ALTA Short Form Expanded Coverage Residential Loan Policy - Current Assessments 4-2-2015
FNTI Form No. UT1776 ALTA US Policy 12/3/2012
FNTI Form No. UT1100 ALTA Owner’s Policy 7-1-2021
FNTI Form No. UT1102 ALTA Homeowner’s Policy 7-1-2021
FNTI Form No. UT2100 ALTA Loan Policy 7-1-2021
FNTI Form No. UT2102 ALTA Short Form Residential Loan Policy - AP 7-1-2021
FNTI Form No. UT2107 ALTA Expanded Coverage Residential Loan Policy - Assessments Priority 7-1-2021
FNTI Form No. UT2108 ALTA Expanded Coverage Residential Loan Policy - Current Assessments 7-1-2021

FNTI Form No. UT2109 ALTA Short Form Residential Loan Policy - Current Assessments 7-1-2021
FNTI Form No. UT2110 ALTA Short Form Expanded Coverage Residential Loan Policy - Assessments Priority 7-1-2021
FNTI Form No. UT2111 ALTA Short Form Expanded Coverage Residential Loan Policy - Current Assessments 7-1-2021
FNTI Form No. UT2205 ALTA Residential Limited Coverage Junior Loan Policy (2021 v 01.00 A 04-02-2022)
FNTI Form No. UT2206 ALTA Short Form Residential Limited Coverage Junior Loan Policy (2021 v 01.00 A 04-02-2022)

California Land Title Association Forms
FNTI Form No. UT3000 CLTA Guarantee Form No. 1 Litigation Guarantee 12-16-1992

First National Title Insurance Company Forms
FNTI Form No. UT4000 Trustee's Sale Guarantee 11-4-2011
FNTI Form No. UT4001 Forfeiture Guarantee

**K. SCHEDULE OF BASIC RATES**

Policy Liability	Premium
Up to \$10,000	\$200
\$10,001 to \$50,000	add \$27.50 per \$5,000
\$50,001 to \$100,000	add \$25.50 per \$5,000
\$100,001 to \$200,000	add \$23.00 per \$5,000
\$200,001 to \$500,000	add \$18.50 per \$5,000
\$500,001 to \$2,000,000	add \$9.50 per \$5,000
\$2,000,001 to \$5,000,000	add \$8.00 per \$5,000
\$5,000,001 to \$10,000,000	add \$7.00 per \$5,000
\$10,000,001 and up	add \$5.50 per \$5,000



## **CHAPTER 1 - OWNER'S INSURANCE**

The charge for owner's insurance must be based on the fair value of the estate or interest insured. If additional parcels or chains of title are involved, refer to Ch. 2.7 for additional charges. Charges must be calculated using the Basic Insurance Rate Schedule.

### **1.1. BASIC CHARGE (OWNER'S POLICIES)**

1. Standard Coverage Owner's Policy:  
100% of the Basic Insurance Rate  
*Formula: Fair Value @ 100% of Basic Rate = Premium*
2. Extended Coverage Owner's Policy:  
150% of the Basic Insurance Rate  
*Formula: Fair Value @ 150% of Basic Rate = Premium*
3. Homeowner's Policy:  
110% of the Basic Insurance Rate  
*Formula: Fair Value @ 110% of Basic Rate = Premium*

### **1.2. OWNER'S POLICIES (With Concurrent Loan Policy)**

If lender's insurance is issued concurrently with owner's insurance, the charges in Ch. 2 shall apply for the lender's insurance. The charges for the owner's insurance are the same as in 1.1 above.

### **1.3. INCREASED OWNER'S INSURANCE**

The insured under an owner's policy may, at any time prior to obtaining knowledge of an adverse claim to the land, subject to issuance of a Commitment bringing the effective date of the policy forward, and upon surrender of the existing policy for cancellation, request an increase, update, and/or upgrade of coverage as follows:

1. Standard Coverage Owner's Policy: 25% of the Basic Insurance Rate based on the same type and amount of the outstanding insurance, plus an increased liability charge for any increase in the amount of insurance.
2. Extended Coverage Owner's Policy: 50% of the Basic Insurance Rate based on the same type and amount of the outstanding insurance, plus an increased liability charge for any increase in the amount of insurance.
3. Homeowner's Policy: 35% of the Basic Insurance Rate based on the same type and amount of the outstanding insurance, plus an increased liability charge for any increase in the amount of insurance.
4. If the original policy was a Standard Coverage Owner's Policy, or a Homeowner's Policy and the new policy is an Extended Coverage Owner's Policy: 75% of the Basic Insurance Rate will be added to the charges, see Ch. 1.1-2, based upon the full amount of the insurance issued.

### **1.4. INCREASED OWNER'S INSURANCE (With Concurrent Loan Policy)**

The insured under an owner's policy issued by the Company may, at any time prior to obtaining knowledge of an adverse claim to the land by affidavit, subject to the issuance of a Commitment bringing the effective date of the policy forward, and upon surrender of the existing policy for cancellation, an Affidavit to that effect, or by Underwriter approval, have the effective date of the policy brought current and the amount of insurance increased to the current fair value concurrently with the issuance of lender's insurance covering the same land. The amount of insurance in the new owner's policy must be at least equal to or greater than the amount of the new loan and any other loan to which the land will remain subject.

The charges for the owner's insurance shall be the applicable rate set forth in Ch. 1.1.

The charges for the lender's insurance shall be the applicable rate set forth in Ch. 2.

### **1.5. OWNER'S POLICIES FOLLOWING TRUSTEE'S SALE GUARANTEE OR LITIGATION GUARANTEE**

If the lender/seller has purchased a Trustee's Sale Guarantee or Litigation Guarantee from FNTI pursuant to Ch. 5 of this manual and then requests a Standard Coverage ALTA Owner's Policy within one year of the date of its title acquisition, the lender/seller is eligible for this rate. A Standard Coverage ALTA Owner's Policy may be issued to either the lender/seller or the grantee from the lender/seller.

1. If the new owner of the fee was the Assured under the FNTI issued guarantee, the premium to be charged for the Standard Coverage ALTA Owner's Policy shall be 30% of the Applicable Rate for the owner's policy type requested (as contained in Ch. 1.1 and 1.2) based on the amount of the guarantee, plus additional premium on an Increased Liability Basis for any additional coverage at 100% of the Applicable Rate, subject to a minimum premium of \$300.
2. If the new owner of the fee was not the Assured under the FNTI issued guarantee, the premium to be charged for the Standard Coverage ALTA Owner's Policy shall be 75% of the Applicable Rate for the owner's policy type requested (as contained in Ch. 1.1 and 1.2) based on the amount of the guarantee, plus additional premium on an Increased Liability Basis for any additional coverage at 100% of the Applicable Rate, subject to a minimum premium of \$300.

### **1.6. PURCHASE FROM CONSTRUCTION LOAN BORROWER**

When title to property securing a construction loan has been insured, an Owner's Policy, if issued within 24 months of the date of recording the construction loan, may be issued to the purchaser from the construction loan borrower for 60% of the Basic Rate.

### **1.7. CONCURRENTLY INSURING VENDOR AND VENDEE**

When issuing owner's policies insuring a vendor (seller) and vendee (buyer) under the same Agreement of Sale are issued simultaneously, the total charge for both policies is 130% of the Basic Insurance Rate based on the amount of the larger policy, plus \$50 for the additional policy.

### **1.8. MINERAL INTEREST**

#### **Underwriter Approval Needed**

When insuring the mineral interest of property which is separated from the surface ownership.

Standard Coverage Owner's Policy or Residential Title Insurance Policy:

200% of the Basic Insurance Rate based on an amount agreed upon between FNTI agent and the applicant.

Formula: Agreed Upon Amount @ 200% of the Basic Rate = Premium

### **1.9. COMMERCIAL OWNER'S POLICY RATE**

1. Standard Coverage Commercial Owner's Policy:  
100% of the Basic Insurance Rate  
*Formula: Fair Value @ 100% of Basic Rate = Premium*
2. Extended Coverage Commercial Owner's Policy:  
150% of the Basic Insurance Rate  
*Formula: Fair Value @ 150% of Basic Rate = Premium*

## **CHAPTER 2 - LENDER'S INSURANCE**

The charge for lender's insurance shall be based on an amount, which is no less than that portion of the land described in the policy and contemplates a single parcel or chain of title. If additional parcels or chains of title are involved refer to Ch. 2.7 in this Manual. Premiums may vary with each transaction in regards to lender's insurance. Please make sure the rates applied fit the actual facts of these transactions.

For lender's insurance regarding leasehold estates or interests, refer to Chapter 3.

Charges must be calculated using the appropriate Basic Insurance Rate Schedule.

### **LOAN POLICIES**

For single issue loan policies, the following rates apply:

1. Standard Coverage Loan Policy:  
60% of the Basic Insurance Rate (Including Short Form)  
*Formula: Fair Value @ 60% of Basic Rate = Premium*
2. Extended Coverage Loan Policy:  
70% of the Basic Insurance Rate (Including Short Form)  
*Formula: Fair Value @ 70% of Basic Rate = Premium*
3. Expanded Coverage Loan Policy:  
80% of the Basic Insurance Rate (Including Short Form)  
*Formula: Fair Value @ 80% of Basic Rate = Premium*

### **2.2. CONCURRENTLY/SIMULTANEOUSLY ISSUED LOAN & OWNER'S POLICIES**

One or more loan policies may be issued with an owner's policy for the full fair value covering the same land and which takes exception to the liens being insured in each loan policy for the following charges:

1. Standard Coverage Loan Policy:  
60% of the Basic Insurance Rate (Including Short Form)  
*Formula: Fair Value @ 60% of Basic Rate = Premium*
2. Extended Coverage Loan Policy:  
70% of the Basic Insurance Rate (Including Short Form)  
*Formula: Fair Value @ 70% of Basic Rate = Premium*
3. Expanded Coverage Loan Policy:  
80% of the Basic Insurance Rate (Including Short Form)  
*Formula: Fair Value @ 80% of Basic Rate = Premium*

### **2.3. INTERIM (CONSTRUCTION) LOANS; ADDITIONAL COVERAGES AND REISSUES; AND TAKE-OUT (PERMANENT) LOAN POLICIES**

The following charges are applicable to interim (construction), additional coverages and reissues and take-out (permanent) loans on residential or commercial properties.

1. Interim (Construction) Loans:
  - A. Standard Coverage Loan Policy: 60% of the Basic Rate for the amount and type of coverage requested. (continued on next page)

B. Extended Coverage Loan Policy: 70% of the Basic Rate for the amount and type of coverage requested.

2. Take-Out (Permanent) Loans:

When a Loan Policy is issued in accordance with above in conjunction with a Construction Loan and, pursuant to provisions in the original loan agreement, the lender is converting the Construction Loan to a permanent loan without recording a new deed of trust or any other documentation evidencing the conversion, a Standard Coverage or an Extended Coverage Loan Policy may be issued for 40% of the Basic Rate charged for the initial policy up to the initial policy amount, plus additional premium at 70% of the Basic Rate specified in General Rules "K" of this Manual on an Increased Liability Basis for any amount of insurance higher than provided in the initial policy. The premiums for any endorsements shall be charged pursuant to Ch. 10.

#### 2.4. REVAMPING OR REFINANCING OF INSURED DEED OF TRUST OR MORTGAGE

These rates apply to Loan Policies on Residential properties where the loan proceeds are being used for any purpose other than financing of the acquisition of the property in a concurrent sales transaction. These rates may not be used for a construction loan. The premium to be charged for a Standard Coverage ALTA Loan Policy (with the Regional Schedule B Exceptions) shall be 50% of the Basic Rate. No additional discounts may be used with this rate.

1. **Standard Coverage Loan Policy**

The charge for Refinance Standard Coverage Loan Policies is 50% of the Basic Rate.

2. **Extended Coverage Loan Policy**

The charge for Refinance Extended Coverage Loan Policies is 55% of the Basic Rate.

3. **Expanded Coverage Loan**

The charge for Refinance Expanded Coverage Loan Policies is 65% of the Basic Rate.

4. **Qualified Bundled Residential Refinance Rate**

The following rates apply for policies in connection with 1st concurrently on residential refinances, single family residences of one to four units and residential condominium units up to \$3,000,000, either with an ALTA Loan Policy or an ALTA Short Form Residential Loan Policy. The following conditions must apply:

- a) The property being refinanced is improved Residential Property (but excluding cooperatives, leaseholds, mobile/manufactured homes or Native American Lands);
- b) The property is not newly constructed
- c) Not applicable on construction loans or loan policies issued concurrently with owner's policies
- d) Not applicable on commercial properties
- e) The mortgage to be insured must be a first priority lien inferior only to real estate/ad valorem taxes and assessments
- f) Electronic and paperless order opening and electronic and paperless delivery of the preliminary report, commitment, final product or policy must be utilized between originating lender and issuing agent
- g) The agent has been authorized by the Company

(continued on next page)

To simplify price quotes for lenders, the Bundled Purchase Loan Rate includes, without additional charge, any of the customary endorsements to the Loan Policy as may be requested by the Lender and appropriate for the transaction and issuance on the insured property and may be subject to Company approval.

Policy Amount	Premium
\$1- \$250,000	\$360
\$250,001 - \$500,000	\$540
\$500,001 - \$750,000	\$660
\$750,001 - \$1,000,000	\$800
\$1,000,001 - \$1,250,000	\$925
\$1,250,001 - \$1,500,000	\$1,000
\$1,500,001 - \$2,000,000	\$1,075
\$2,000,001 - \$3,000,000	\$1,300

Note: No additional discounts are applicable with this rate.

#### 5. Qualified Commercial Refinance Rate

The following rates apply for policies in connection with commercial refinances. The qualifications for this rate are the following:

- a) the new loan refinances an existing deed of trust previously insured by a title underwriter's policy;
  - b) the new deed of trust insures the same property, and
1. ALTA Standard Loan Policy: the premium shall be 50% of the Basic Rate of Insurance.
  2. ALTA Extended Loan Policy: the premium shall be 60% of the Extended Loan Rate.

Note: For Endorsements, you may use the Commercial Bundle Rate Endorsement in Chapter 2.9.

#### 6. Expedited Refinance Rates

1. Residential refinance loans initiated and coordinated through National Lender Services with centralized order tracking and processing capability, serving as a central point of contact and entry with original lenders. Standard endorsements will be included at no additional charge upon request of the lender at the time of policy issuance.

<u>Policy Amount</u>	<u>Rate</u>
\$0 to \$250,000	\$300.00
\$250,001 to \$500,000	\$450.00
\$500,001 to \$750,000	\$550.00
\$750,001 to \$1,000,000	\$660.00
\$1,000,001 to \$1,250,000	\$760.00
\$1,250,001 to \$1,500,000	\$860.00

2. For Residential Refinance transactions on one to four family properties where a Lender agrees that all orders must be processed and delivered through a centralized electronic platform, providing centralized order tracking and processing, agreed to between National Lender Services and the Lender; using a master policy/certificate or short-form format generally in the form of the ALTA Short

(continued on next page)

Form Residential Loan Policy format. Standard endorsements will be included at no additional charge upon request of the lender at the time of policy issuance.

<u>Policy Amount</u>	<u>Rate</u>
\$0 to \$250,000	\$275.00
\$250,001 to \$500,000	\$350.00
\$500,001 to \$750,000	\$400.00
\$750,001 to \$1,000,000	\$450.00
\$1,000,001 to \$1,250,000	\$550.00
\$1,250,001 to \$1,500,000	\$650.00

Short Term rate is not applicable to any of the rates set forth in this Section.

Rates shown under subsections above may be discounted by 5% if the property involved is located in an area designated under the Community Reinvestment Act (Federal C.R.A. Program).

#### **2.5. ADDITIONAL ADVANCES (Open-End Mortgages only)**

Additional advances evidenced by an additional note under the same deed of trust or mortgage, if insured by the company, may be insured by an endorsement to the original policy. If not insured by the Company, may be insured by the issuance of a new policy as shown in 2.1.

#### **2.6. ASSIGNMENT OF DEED OF TRUST/MORTGAGE**

Assignments of the beneficial interest under a deed of trust or mortgage insured by the Company may be insured based on the unpaid balance of the encumbrance. In the event the assignment is made to secure a collateral loan, the charge is based on the amount of the collateral.

Insurance by Policy:

1. **Standard Coverage Loan Policy**

If the original policy and the new policy are both Standard Coverage Loan Policies, the charge is 40% of the Basic Rate.

Minimum Charge: \$100

Formula: 40% of the Basic Insurance Rate on amount of unpaid balance = Premium

2. **Extended Coverage Loan Policy**

If the original policy and the new policy are both Extended Coverage Loan Policies, the charge is 50% of the Basic Rate.

Minimum Charge: \$150

Formula: 50% of the Basic Insurance Rate on amount of unpaid balance = Premium

(continued on next page)

3. **Extended Coverage Loan Policy**  
If the original policy is a Standard Coverage Loan Policy and the new policy is an Extended Coverage Loan Policy, the charge is 60% of the Basic Insurance Rate.  
Minimum Charge: \$200  
Formula: 60% of Extended Loan Rate on amount of unpaid balance = Premium
4. When insured by Endorsements requiring a search of the beneficial interest only are issued at the following rates:
  - A. Excluding the vesting of the ownership of the estate or interest covered in the policy, the charge is \$35.
  - B. Including the vesting of the ownership of the estate or interest covered in the policy, the charge is 20% of the Basic Rate.
  - C. Whenever there are two or more assignments insured simultaneously with a common beneficiary, the charge is based on the aggregate liability, plus a charge of \$35 for each additional endorsement issued.

NOTE: Endorsements requiring a full search of title are issued at the same rates as set forth in Paragraphs 1-3 above.

## **2.7. LOAN ON MORE THAN ONE PARCEL WHEN COUPLED WITH THE ISSUANCE OF AN OWNER'S POLICY ON THE PURCHASE OF ONE OR MORE PARCELS**

### **1. Simultaneous Acquisition of Multiple Properties from Multiple Sellers**

When an owner's title insurance policy is issued to an insured who is acquiring different properties from different sellers, even though the transactions close simultaneously and are insured on one owner's title insurance policy, the total premium for such policy shall be determined by adding the applicable premium for each transaction as if separate owner's policies were to be issued. This rule does not apply when the insured is acquiring various undivided interests in the same property from multiple sellers.

### **2. Simultaneous Acquisition of Identical Property from Multiple Sellers**

When an owner's title insurance policy is issued to an insured who is acquiring several fractional interests in the same property from various sellers, and the transactions close simultaneously and are insured on one owner's title insurance policy, the premium for such policy shall be determined by calculating the sum of the fair market values of all the interests being acquired.

### **3. Simultaneous Acquisition of Multiple Properties from Single Seller**

When an owner's title insurance policy is issued to an insured who is acquiring various properties from the same seller and the transactions close simultaneously and are insured on one owner's title insurance policy, the premium for such policy shall be determined by calculating the sum of the fair market values of all the properties being acquired.

## **2.8. BUNDLED RESIDENTIAL RESALE ENDORSEMENT RATE**

When offering endorsements on resale transactions, you may offer up to five (5) customary endorsements at a basic charge of \$75. This includes fixed fee endorsements only and does not apply for endorsements calculated on a percentage of the premium. Report using Rate Code 2.8 for each endorsement with the charge on the first coded endorsement. All others will show a \$0.00 charge. For each additional endorsement issued after the original bundled five, the charge will be the filed rate as shown in Ch. 10 and are to be reported using endorsement code.

## **2.9. COMMERCIAL BUNDLED ENDORSEMENT RATE**

When offering endorsements on Commercial transactions, six (6) or more endorsements may be issued at a charge of \$500. All filed endorsements apply except for endorsements calculated on a percentage of the premium.

## 2.10.COMMERCIAL LOAN RATE

When insuring loan only policies within commercial transactions involving refinancing, financing, or concurrent, the below rates should be charged based on the total liability.

This rate applies to Standard policies and Extended policies only.

LIABILITY AMOUNT	LOAN POLICY RATE
Up to \$2,000,000	70% of the Applicable Loan Rate
\$2,000,001 - \$5,000,000	65% of the Applicable Loan Rate
\$5,000,001 - \$10,000,000	60% of the Applicable Loan Rate
\$10,000,001 - \$25,000,000	55% of the Basic Insurance Rate
\$25,000,001 - \$50,000,000	50% of the Basic Insurance Rate
\$50,000,001 and above	45% of the Basic Insurance Rate

## 2.11.RESIDENTIAL LIMITED COVERAGE JUNIOR LOAN POLICY

The ALTA Residential Limited Coverage Junior Loan Policy may only be issued in connection with a junior mortgage to be secured by a one-to-four family residence or condominium. The charge for an ALTA Residential Limited Coverage Junior Loan Policy shall be as shown below not to exceed a liability of \$300,000.

Policy Amount	Rate
Up to \$100,000	\$110*
\$100,001 to \$130,000	\$160
\$130,001 to \$160,000	\$190
\$160,001 to \$200,000	\$220
\$200,001 to \$300,000	\$275
*Minimum premium	

Note: When issuing the Junior Residential Limited Coverage Loan Policy, the charge also includes the issuing of the JR1 and JR2 Endorsements.

## 2.12.BUNDLED RESIDENTIAL REVERSE MORTGAGE FINANCE RATES

These rates apply to Loan Policies on Residential properties where the loan proceeds are being used for the financing of the acquisition of the property in a concurrent sales transaction or refinancing an insured deed of trust or mortgage. These rates may not be used for a construction loan. No additional discounts may be used with this rate.

- 1. Standard Coverage Loan Policy**  
The charge for Refinance Standard Coverage Loan Policies is 65% of the Basic Rate.
- 2. Extended Coverage Loan Policy**  
The charge for Refinance Extended Coverage Loan Policies is 70% of the Basic Rate.
- 3. Expanded Coverage Loan**  
The charge for Refinance Expanded Coverage Loan Policies is 80% of the Basic Rate.



## **CHAPTER 3 – LEASEHOLD INSURANCE**

All of the provisions and rates contained in this Manual are applicable to title insurance issued upon a leasehold estate, except the determination of the Minimum Fair Value.

The Minimum Fair Value of a leasehold estate is based on the term of the lease (including optional extensions) and how the term is proportionate to 50 years. If the term of the lease is equal to or greater than 50 years, the Minimum Fair Value is determined in the same manner as when insuring a fee estate. (See General Information, Fair Value)

If the term of the lease is less than 50 years, the Minimum Fair Value shall be an amount equal to the proportionate part of the fair value of the land and existing improvements as the term of the lease bears to 50 years. For example, if the fair value is \$100,000 and the term of the lease is 20 years, then the Minimum Fair Value would be \$40,000. (Term of the lease divided by 50) x (Fair value of the land and existing improvements) = Minimum Fair Value.

Formula: 25 year term divided by 50 years = 0.50 x \$150,000 fair value = \$75,000.

The coverage is issued by attachment of ALTA endorsement form 13-06 to the owner's policy and form or 13.1-06 to the loan policy, at no additional charge.

### **3.1. LEASEHOLD - LESSEE**

A Leasehold Owner's Policy may be issued to a lessee for the full fair value, but not less than the Minimum Fair Value, in accordance with the provisions of Chapter 1, based on the applicable rate and for Standard Owner's or Extended Owner's policies only

### **3.2. LEASEHOLD - OWNER'S AND LESSEE (Combination Rate)**

When owner's policies are issued simultaneously to both the owner and the lessee, the charge for both policies shall be 130% of the applicable insurance rate in Chapter 1 based upon the amount of the larger policy, plus \$50 for each additional policy written.

### **3.3. LEASEHOLD – LENDER'S**

A Leasehold Loan Policy may be issued in accordance with the provisions in Ch. 2 based on the applicable lender's rate. The minimum charge is based on the amount of the indebtedness allocated to the land. Where additional coverage is requested on a leasehold loan policy, refer to the Basic Rates in General Rules "K".

### **3.4. LEASEHOLD – LENDER'S (Simultaneous with Leasehold Owner's Policy)**

Where a loan is made on a leasehold estate created by a lease recorded simultaneously with, and as a part of the loan transaction, the lessee's leasehold interest may also be insured. The charges are the same as when a sale and loan are processed simultaneously on fee title. Refer to Ch. 2.2 for the loan rates and Ch. 3.1 and 3.2 for the leasehold owner's rates.

### **3.5. CONVERSION OF INSURED LEASEHOLD ESTATE TO FEE TITLE ESTATE**

Outstanding policies of title insurance covering individual leasehold estates insuring a lessee or assignee, may be reissued to cover the conversion into a fee title estate where the terms of the lease provide an option to purchase or such is agreed by the parties. The original policy must be surrendered, an affidavit to that effect, or by Underwriter approval and the new policy issued for the current fair value of the land.

1. Standard Coverage Owner's Policy or Residential Title Insurance Policy:  
40% of the Basic Insurance Rate, plus an increased liability charge if any.  
*Formula: Fair Value @ 40% of Basic Rate + increased liability = Premium*
2. Extended Coverage Owner's Policy:  
60% of the Basic Insurance Rate, plus an increased liability charge if any.  
*Formula: Fair Value @ 60% of Basic Rate + increased liability = Premium*

## **CHAPTER 4 –BUILDER, SUBDIVISION RATES**

The Rates contained in this chapter are applicable to title insurance policies issued that cover a specific project on land within a single subdivision, tract or governmental section which has been divided or is to be divided into two or more separate lots, building sites or units of occupancy, including condominiums, all of which are being developed for sale or lease as separate individual units. The Rates are calculated based upon the full value of each separate sale by the developer of either improved or unimproved property which qualifies for the Rate.

The Rates contained in this chapter shall also apply when a builder, developer, contractor, or subdivider (hereafter referred to as the “Builder”) sells Residential Property units or lots or Commercial Property units or lots or refinances such lots or units. These rates are applicable to any additional lots acquired by a Builder in an established subdivision or who reacquires property once sold within a single subdivision on which the Builder originally or now holds a subdivision contract and to the resale by the Builder of such lots. Only the Builder and the initial purchaser from the Builder are eligible for the rates contained in this chapter.

### **4.1 NEW RESIDENTIAL CONSTRUCTION**

An Extended Coverage ALTA Lender’s Policy may be issued in conjunction with a residential construction loan for 60% of the Basic Rate. Minimum premium is \$200.00

### **4.2 ALTA HOMEOWNER’S POLICY FOR IMPROVED RESIDENTIAL PROPERTY**

An ALTA Homeowner’s Policy for improved Residential Property may be issued for 60% of the Basic Rate, with a minimum premium of \$200.00.

### **4.3 NEW CONSTRUCTION FOR PURPOSE OF RESALE (BULK RATE)**

An Extended Coverage ALTA Lender’s Policy may be issued in conjunction with a development or construction loan on property which has been or is to be divided into three or more lots or units of occupancy by a single owner or borrower for purposes of resale for 50% of the Basic Rate. Minimum premium is \$200.00.

### **4.4 SUBDIVISION / CONDOMINIUM RATE**

The subdivision/condominium rate is available to the owner of at least three (3) lots or units of occupancy located within the same subdivision (as defined in Utah Code Annotated 17-27-103 (1)(t)(i) and 109-103(l)(q)(i) all of which are to be sold or leased as separate individual units, and when the policy issuing agent(s) of Company or Company itself contracts with said owner to provide purchasers or lessees with ALTA Owner’s Policies on the individual lots or units, the policies may be issued at 50% of the Basic Rate, with a minimum premium of \$200.00.

When an Owner’s Policy qualifies for a 50% rate as described above, a simultaneously issued ALTA Lender’s Policy will also be issued at 50% of the Basic Rate, with a minimum premium of \$200.00.

The Premiums for any endorsements are as provided in Chapter 10 of this Manual.

## **CHAPTER 5 - GUARANTEES**

The charges in this chapter are applicable to Guarantees and Reports with stipulated liabilities covering a particular estate, interest or service.

All charges must be calculated using the Schedule of Rates in General Rules "K".

### **5.1. TRUSTEE'S SALE GUARANTEE**

This guarantee is available for use in conducting a non-judicial foreclosure pursuant to the Deed of Trust. The rates below are only available on loans with a remaining balance and are charged based upon the unpaid balance due on the note secured by the Deed of Trust.

1. The premium for a Trustee's Sale Guarantee is 80% of the Basic Rate specified in General Rules "K".
2. The first continuation report is included in this charge and must issue either of the following forms (CLTA Form No. 2), after the first included continuation the charge for further continuations are \$50.00 each.

Note: In situations where the unpaid balance on the note exceeds the fair value of the land, the Company, in its sole and absolute discretion, may issue the guarantee in the amount of the fair value based on the charges above.

3. **Conversion Charge**  
A Trustee's Sale Guarantee may be converted to a Litigation Guarantee, or a previously issued Trustee's Sale Guarantee may be re-issued to a substitute trustee or attorney for a minimum additional charge of \$75.
4. **Cancellation Charge**  
If a Guarantee/Report is cancelled in writing and the Company and/or Issuing Agent is released from all liability thereunder, prior to filing an answer in a suit, the cancellation fee shall be at the agent's discretion, plus any charge made for copies of instruments, and/or tax information.

Note: For amounts above \$1,500,000 add \$15.00 for each \$25,000 of liability.

### **5.2. LITIGATION GUARANTEE**

1. A Litigation Guarantee is issued for the benefit of an attorney only, for the purpose of instituting legal proceedings in connection with quiet title actions, partitions or other matters of litigation. The charge is 90% of the Basic Insurance Rate based on the fair value of the land or the particular estate or interest involved. An additional charge of \$25 is added for each parcel or lot, over one, included in the same tract or subdivision, and in the same ownership.
2. **Continuation Reports (CLTA Form No. 2)**  
Continuation reports may be issued for an additional \$50 prior to the expiration of twenty-four (24) months from the date of the original Litigation Guarantee to cover filing of a lis pendens.
3. **Conversion Charge**  
A Litigation Guarantee may be converted to a Trustee's Sale Guarantee for a minimum additional charge of \$75. The applicable provisions of the chart above shall apply.
4. **Judicially Foreclosed Deed of Trust**  
A litigation guarantee may be issued for the benefit of a foreclosed deed of trust judiciously. The basic charge for this product: see the Chart above.

## **CHAPTER 6 – WATER POLICY**

### **6.1. STANDARD COVERAGE OWNER’S POLICY**

The charge for an Owner’s Policy of water right title insurance with Standard Coverage is 100% of the rate set forth in Appendix B (the “Water Right Rate”), subject to a minimum charge of \$500.

### **6.2. FORFEITURE COVERAGE**

The charge for an Owner’s Policy of water right title insurance or a Loan Policy of water right insurance without an exception for partial or total forfeiture thereof due to non-use (“Extended Forfeiture Coverage”) is 125% of the Water Right Rate, subject to a minimum charge of \$625.

### **6.3. CONCURRENTLY ISSUED – OWNER’S POLICY AND LOAN POLICY**

The charge for any Owner’s Policy of water right title insurance and a concurrently issued Loan Policy of water right title insurance (whether Standard Coverage or Extended Coverage) is the sum of:

100% of the Water Right Rate, for the requested liability on the Owner’s Policy, plus an additional 25% of the Water Right Rate if extended forfeiture coverage is requested; plus

80% of the Water Right Rate for the requested liability on the Loan Policy (including extended forfeiture coverage) up to the face amount of the Owner’s Policy; plus the applicable premium amount based on the Water Right Rate for any increased liability amount over the face amount of the Owner’s Policy; subject to a minimum charge of \$500 for each policy.

### **6.4. STANDARD COVERAGE LOAN POLICY**

The charge for a Standard Coverage Loan Policy of water right title insurance is 100% of the Water Right Rate, subject to a minimum charge of \$500.

### **6.5. SUBDIVISION RATE**

The rate in this Section is available to the owner of at least two (2) lots or units of occupancy in the same subdivision (as defined by applicable Utah law), all of which are to be sold or leased as separate units and where a water right, or portion thereof, is to be sold or leased in conjunction with the respective lot or unit as part of the approved subdivision. When the Company contracts with the owner to provide purchasers or lessees with a water right title insurance policy covering the purchasers’ or lessees’ respective portion thereof, the policy(ies) may be issued at 50% of the Water Right Rate, with a minimum charge of \$250 per policy.

## **CHAPTER 7 - REISSUE RATE**

The provisions of this chapter are applicable when prior policies of title insurance was issued. The prior policy issued by First National or another qualified title insurer, may be an Owner's or Lender's policy, must have been issued within four (4) years from the issuance of the new policy, and insure substantially the same property. In order for the Short Term Rate to apply, the previous insured must furnish evidence of a prior policy at the time of making application for its new policy.

### **REISSUE RATE - RESIDENTIAL**

This rate is available only on charges for the policies issued pursuant to the Ch. 1.1 and 1.2.

Prior policies issued within four (4) years from the issuance of the current policy: 65% of the Applicable Insurance Rate.

The minimum charges, if any, as set forth in this Manual shall not be affected by the Reissue Rate. This rate cannot be combined with any other discount.

### **7.2. REISSUE RATE – COMMERCIAL**

When insuring commercial transactions the reissue commercial rate may be applied to any policy issued within four (4) years of the original policy.

Prior policies issued within four (4) years from the issuance of the current policy: 85% of the Applicable Insurance Rate.

## **CHAPTER 8 - MISCELLANEOUS/ADDITIONAL CHARGES**

The charges set forth in this chapter may occur individually or at the time the charge for another product is being made. For example, a parcel charge generally would occur at the time that a policy of title insurance is issued; however, the charge might also be processed at a later date because it was inadvertently omitted from the initial total billing.

### **8.1. NON-POLICY TRANSACTION (Miscellaneous)**

Code to be used for miscellaneous charges for which no other code exists.

### **8.2. EASEMENT AND/OR RIGHTS OF WAY REPORT**

Owner's and Lender's policies insuring non-traditional real property interests present challenges in calculating the full fair market value of the interest to be insured. Most frequently, the interest to be insured by an Owner's title insurance policy is the entire fee simple estate. Occasionally, however, a lesser estate such as an easement or life estate may be insured. In such cases, the amount of insurance shall be determined based upon the fair market value of the actual interest being insured, not the overall fair market value of the property. For an easement, the amount paid for the easement or awarded by the court in a condemnation action may be used for the amount of insurance. Insuring other non-traditional real property interests, including easements and life estates requires prior written approval of FNTI underwriting counsel. The amount of insurance will be that amount which the Company in its sole discretion determines represents the fair value of the interest to be insured.

### **8.3. CONDEMNATION REPORT**

A preliminary report of title (utilizing the Commitment) form for the acquisition by condemnation of rights-of-way, easements, or the fee title to streets, highways, pole lines and other similar purposes shall be issued at a charge of \$200 per parcel. This charge entitles the applicant to a Standard Coverage Owner's Policy, in an amount which applicant would normally purchase, not to exceed the condemned value of the property. The Basic Rate shall be charged for each additional unit of insurance in excess of the condemned value amount. The charge shall entitle the applicant to one continuation report (Commitment form) within a period of six (6) months after the date of the original report, to cover the filing of a Lis Pendens.

#### **1. CONDEMNATION REPORT – CONTINUATION**

Additional continuation reports over one, or if such report is requested more than six (6) months after the date of the original report, is charged at \$50 per report. Under no circumstances shall the continuation report include matters subsequent to the filing of a Lis Pendens and no portion of the charge shall apply as a credit toward a policy.

### **8.4. INTENTIONALLY DELETED**

### **8.5. REINSURANCE FEES**

Rates quoted under this Manual may increase with the cost of any reinsurance or coinsurance required by the insured.

### **8.6. INTENTIONALLY DELETED**

### **8.7. INTENTIONALLY DELETED**

### **8.8. INTENTIONALLY DELETED**

### **8.9. INTENTIONALLY DELETED**

### **8.10. INTENTIONALLY DELETED**

**8.11. TIMESHARE INTERVAL RATE**

- a) This Section is applicable to title insurance insuring the Timeshare/Interval Estate Interest of an owner, purchaser and lender. The Charge for an owner’s policy or loan policy will be calculated based upon the type of transaction and the value of the estate or interest covered using the following table.

<b>Amount of Owner’s or Loan Policy Insuring a Timeshare Interval</b>	<b>Premium</b>
First time sale out of a timeshare interest from the timeshare developer to the consumer	Standard Coverage ALTA Owner’s Policy 60% of the Basic Rate Premium, minimum \$200  Simultaneous Issue Standard Coverage ALTA Loan Policy 30% of the Basic Rate Premium, minimum \$50
Resale of timeshare interests previously conveyed by a developer in a first time sale out	Standard Coverage ALTA Owner’s Policy 75% of the Basic Rate Premium, minimum \$225  Simultaneous Issue Standard Coverage ALTA Loan Policy 50% of the Basic Rate Premium, minimum \$150
Refinance loan of the timeshare interest for the timeshare owner	Standard Coverage ALTA Loan Policy 50% of the Basic Rate Premium, minimum \$150

- b) The Timeshare Interval Rate is not combinable with any other Rate contained in this Manual
- c) The Premiums for any endorsements are as provided in Chapter 10 of this Manual.

**8.12. CLOSING PROTECTION LETTER FEE**

Based Utah Insurance Code 31A-4-117; the fee for each closing protection letter “CPL” issued at the time of closing shall be \$25. This fee is for the protection of a party receiving the benefit of closing protection, the buyer, borrower or seller and the lender, in connection with the real property transaction giving rise to the issuance of the closing or settlement protection.

## **CHAPTER 9 - REPORTING CODES AND INSTRUCTIONS**

The codes and instructions for reporting the issuance of insuring forms and the premiums collected are set forth in this chapter.

### **A. REPORTING TRANSACTION CODES**

The section and subsection numbers of this manual are the codes to be used in reporting and calculating the premium for each transaction. Where one section refers to another for the rates, the section which most accurately describes the transaction should be used. If the premium consists of a combination of transactions (e.g. Ch. 1.1 plus 2.7), all transaction codes should be typed or written at the top of Schedule A or the first page other than the jacket of each insuring form, or on a separate document attached to each insuring form. Simultaneously issued policies should be listed together for reporting.

### **B. COUNTY CODES**

The following county codes should be reported for each insuring form and appear on the same document near the transaction code. If the policy insures land in more than one county, the code for each county should be reported. The codes are:

County Name	Code	County Name	Code
Beaver	001		
Box Elder	003	Plute	031
Cache	005	Rich	033
Carbon	007	Salt Lake	035
Daggett	009	San Juan	037
Davis	011	Sanpete	039
Duchesne	013	Sevier	041
Emery	015	Summit	043
Garfield	017	Tooele	045
Grand	019	Uintah	047
Iron	021	Utah	049
Juab	023	Wasatch	051
Kane	025	Washington	053
Millard	027	Wayne	055
Morgan	029	Weber	057

### **C. POLICY ISSUING LIMITS**

Policy issuing agents have a contractual limit as to the amount of insurance it may issue in connection with a single risk. Any liability amount of insurance above this limit requires First National prior written approval. This allows First National an opportunity to approve and participate in the underwriting of these transactions, and arrange for reinsurance or co-insurance, where First National or the parties to the transaction may require. When a transaction liability amount is in excess of the issuing limit, the agent must complete a request to issue excess limits form, submit the commitment, survey and other supporting documents via email or fax to First National Legal/Underwriting Department. The form and contact information is located on the First National Title Insurance Company website ([www.FNTI.com](http://www.FNTI.com)).



**D. HOW TO REMIT PREMIUMS**

Premium remittances must be sent to First National monthly and/or as otherwise instructed by First National or as required by local regulation to:

First National Title Insurance Company, 2400 Dallas Parkway, Suite 200, Plano, Texas 75093

Premium remittances must be based on the total title insurance premium paid by the consumers and include the transaction type, the base premium, and any endorsements and the corresponding premiums.

**CHAPTER 10 – ENDORSEMENTS**

Form numbers for 2021 versions of the ALTA endorsements have been added in parentheses, if applicable.

<b>ALTA*</b>	<b>CLTA</b>	<b>Description</b>	<b>Owner or Lender</b>	<b>Charge on Owners Policy</b>	<b>Charge on Loan Policy</b>
1-06	None	Street Assessments	Lender	N/A	Residential: \$50 Commercial: \$100
3-06 (3)	123.1	Zoning - Unimproved Land	Owner or Lender	Residential: 5%, Max. \$1,000 Commercial: 5%, Min. \$100, Max. \$1,000	Residential: 5%, Max. \$1,000 Commercial: 5%, Min. \$100, Max. \$1,000
3.1-06 (3.1)	123.2	Zoning - Completed Structure	Owner or Lender	Residential: 15%, Max. \$2,000 Commercial: 15%, Min. \$100, Max. \$1,000	Residential: 15%, Max. \$2,000 Commercial: 15%, Min. \$100, Max. \$1,000
3.2-06 (3.2)	123.3	Zoning - Land Under Development	Owner or Lender	Residential: Owner's Policy: 20% Loan Policy: 15%  Commercial: Owner's Policy: 20%, Min. \$100, Max. \$5,000 Loan Policy: 15%, Min. \$100, Max. \$2,000	Residential: Owner's Policy: 20% Loan Policy: 15%  Commercial: Owner's Policy: 20%, Min. \$100, Max. \$5,000 Loan Policy: 15%, Min. \$100, Max. \$2,000
3.3-06 (3.3)	123.4	Zoning - Completed Improvement - Non-Conforming Use	Owner or Lender	Residential & Commercial: 15%, Min. \$100, Max \$1,000	Residential & Commercial: 15%, Min. \$100, Max \$1,000
3.4-06 (3.4)	123.5	Zoning - No Zoning Classification	Owner or Lender	Residential & Commercial: 15%, Min. \$100, Max \$1,000	Residential & Commercial: 15%, Min. \$100, Max \$1,000
4-06 (4)	115.1	Condominium (all assessment liens)	Owner or Lender	Residential: \$25 Commercial: \$100	Residential: \$25 Commercial: \$100
4.1-06 (4.1)	115.3	Condominium - Current Assessments	Owner or Lender	Residential: \$25 Commercial: \$100	Residential: \$25 Commercial: \$100
5-06	115.2	Planned Unit Development— Assessments Priority	Owner or Lender	Residential: \$25 Commercial: \$100	Residential: \$25 Commercial: \$100
5.1-06	115.4	Planned Unit Development - Current Assessments	Owner or Lender	Residential: \$25 Commercial: \$100	Residential: \$25 Commercial: \$100
6-06 (6)	111.5	Variable Rate Mortgage	Lender	N/A	Residential: No Charge Commercial: \$100
6.2-06 (6.2)	111.8	Variable Rate Mortgage, Negative Amortization	Lender	N/A	Residential: \$25 Commercial: \$100
7-06	116.5	Manufactured Housing Unit	Owner or Lender	Residential: \$25 Commercial: \$100	Residential: \$25 Commercial: \$100

<b>ALTA*</b>	<b>CLTA</b>	<b>Description</b>	<b>Owner or Lender</b>	<b>Charge on Owners Policy</b>	<b>Charge on Loan Policy</b>
7.1-06 (7.1)	116.5.1	Manufactured Housing Conversion, Loan	Lender	N/A	Residential: \$25 Commercial: \$100
7.2-06 (7.2)	116.5.2	Manufactured Housing Conversion, Owner's	Owner	Residential: \$25 Commercial: \$100	N/A
8.1-06 (8.1)	110.9	Environmental Protection Lien	Lender	N/A	Residential: \$25 Commercial: 10%, Min. \$100
8.2-06	110.9.1	Environmental Protection Lien	Owner or Lender	Residential & Commercial: 10%, Min. \$100	Residential & Commercial: 10%, Min. \$100
9-06	None	Restrictions, Encroachments, Minerals – Loan Policy	Lender	N/A	Residential: \$25 Commercial: 10%, Min. \$100
9.1-06	100.9	Covenants, Conditions and Restrictions – Unimproved Land – Owner's Policy	Owner	Residential & Commercial: 5%, Min. \$100	N/A
9.2-06	100.10	Covenants, Conditions and Restrictions -	Owner	Residential & Commercial: 15%, Min. \$100	N/A
9.3-06	100.2.1	Covenants, Conditions and Restrictions - Loan Policy	Lender	N/A	Residential: \$25 Commercial: 10%, \$100 Min., \$2,000 Max.
9.6-06	100.2.6	Private Rights - Loan	Lender	N/A	Residential & Commercial: 10%, Min. \$100
9.6.1-06	None	Private Rights - Current Assessments - Loan Policy	Lender	N/A	Residential & Commercial: 10%, Min. \$100
9.7-06	100.2.7	Restrictions, Encroachments, Minerals -	Lender	N/A	Residential & Commercial: 20%, Min. \$500, Max. \$2,000
9.8-06	100.2.8	Covenants Conditions and Restrictions -	Owner	Residential: 20%, Min. \$500 Commercial: 20%, Min. \$500, Max. \$5,000	N/A
9.9-06	100.2.9	Private Rights - Owner's Policy	Owner	Residential & Commercial: 10%, Min. \$500	N/A
9.10-06	100.2.10	Restrictions, Encroachments, Minerals - Current Violations - Loan	Lender	N/A	Residential: \$25 Commercial: 10%, Min. \$100
10-06 (10)	104.12	Assignment	Lender	N/A	Residential: No charge if issued within 6 months of date of policy, \$25 if issued after 6 months  Commercial: \$100
10.1-06 (10.1)	104.13	Assignment and Date Down	Lender	N/A	Residential & Commercial: 10%, Min. \$100

ALTA*	CLTA	Description	Owner or Lender	Charge on Owners Policy	Charge on Loan Policy
11-06 (11)	110.11	Mortgage Modification	Lender	N/A	Residential: 20%, Min. \$200; Add \$100 for Construction Loans Commercial: 20%, Min. \$200; Add \$100 for Construction Loans
11.1-06 (11.1)	110.11.1	Mortgage Modification with Subordination	Lender	N/A	Residential & Commercial: 20%, Min. \$100
11.2-06 (11.2)	110.11.2	Mortgage Modification with Additional Amount of Insurance	Lender	N/A	Residential & Commercial: \$100, plus 20% of the Scheduled Rate for the current balance of the loan, plus 100% of the Scheduled Rate for the additional liability. Add \$100 for Construction Loans
12-06 (12)	117.	Aggregation - Loan	Lender	N/A	Residential: \$50 Commercial: \$100
12.1-06 (12.1)	117.1	Aggregation - State Limits - Loan	Lender	N/A	Residential: \$50 Commercial: \$100
13-06	119.5	Leasehold - Owner	Owner	Residential & Commercial: No Charge	N/A
13.1-06	119.6	Leasehold - Loan	Lender	N/A	Residential & Commercial: No Charge
14-06 (14)	111.14	Future Advance - Priority	Lender	N/A	Residential: \$20 Commercial: \$100
14.1-06 (14.1)	111.14.1	Future Advance - Knowledge	Lender	N/A	Residential: \$20 Commercial: \$100
14.2-06 (14.2)	111.14.2	Future Advance - Letter of Credit	Lender	N/A	Residential: \$20 Commercial: \$100
14.3-06 (14.2)	111.14.3	Future Advance - Reverse Mortgage	Lender	N/A	Residential: \$20 Commercial: \$100
15-06	127	Nonimputation - Full Equity Transfer	Owner	Residential & Commercial: 20%	N/A
15.1-06	127.1	Nonimputation - Additional Insured	Owner	Residential & Commercial: 20%	N/A
15.2-06	127.2	Nonimputation - Partial Equity Transfer	Owner	Residential & Commercial: 20%	N/A
16-06	128	Mezzanine Financing	Owner	Residential & Commercial: \$500	N/A
17-06	103.11	Access and Entry	Owner or Lender	Residential & Commercial: Std: 10%, Max. \$500; Ext: \$100	Residential & Commercial: Std: 10%, Max. \$500; Ext: \$100
17.1-06	103.12	Indirect Access and Entry	Owner or Lender	Residential & Commercial: Std: 10%, Max. \$500; Ext: \$100	Residential & Commercial: Std: 10%, Max. \$500; Ext: \$100
17.2-06	103.13	Utility Access	Owner or Lender	Residential & Commercial: 10%, Max. \$2,000	Residential & Commercial: 10%, Max. \$2,000

<b>ALTA*</b>	<b>CLTA</b>	<b>Description</b>	<b>Owner or Lender</b>	<b>Charge on Owners Policy</b>	<b>Charge on Loan Policy</b>
18-06	129	Single Tax Parcel	Owner or Lender	Residential: \$25 Commercial: \$100	Residential: \$25 Commercial: \$100
18.1-06	129.1	Multiple Tax Parcel - Easements	Owner or Lender	Residential: \$25 Commercial: \$100	Residential: \$25 Commercial: \$100
18.2-06	129.2	Multiple Tax Parcel	Owner or Lender	Residential: \$25 Commercial: \$100	Residential: \$25 Commercial: \$100
18.3-06	129.3	Single Tax Parcel and ID	Owner or Lender	Residential: \$25 Commercial: \$100	Residential: \$25 Commercial: \$100
19-06	116.4.1	Contiguity, Multiple Parcels	Owner or Lender	Residential: 10%, Max. \$2,000 Commercial: Std: 10%, Max. \$350; Ext: \$100	Residential: 10%, Max. \$2,000 Commercial: Std: 10%, Max. \$350; Ext: \$100
19.1-06	116.4	Contiguity, Single Parcel	Owner or Lender	Residential & Commercial: Std: 10%, Max. \$350; Ext: \$100	Residential & Commercial: Std: 10%, Max. \$350; Ext: \$100
19.2-06	116.9	Contiguity - Specified Parcels	Owner or Lender	Residential & Commercial: Std: 10%, Max. \$350; Ext: \$100	Residential & Commercial: Std: 10%, Max. \$350; Ext: \$100
20-06	130	First Loss, Multiple Parcel Transactions	Lender	N/A	Residential & Commercial: 5%, Min. \$100, Max. \$200
22-06	116.01	Location	Owner or Lender	Residential: \$10 Commercial: \$100	Residential: \$10 Commercial: \$100
22.1-06	116.02	Location and Map	Owner or Lender	Residential: \$10 Commercial: \$100	Residential: \$10 Commercial: \$100
23-06	114.3	Co-Insurance, Single Policy	Owner or Lender	Residential & Commercial: No Charge	Residential & Commercial: No Charge
23.1-06	114.4	Co-Insurance - Multiple Policies	Owner or Lender	Residential & Commercial: No Charge	Residential & Commercial: No Charge
24-06	133	Doing Business	Lender	N/A	Residential & Commercial: \$100
25-06	116.1	Same as Survey	Owner or Lender	Residential & Commercial: Std: 10%, Max. \$200; Ext: \$100	Residential & Commercial: Std: 10%, Max. \$200; Ext: \$100
25.1-06	116.1.2	Same as Portion of Survey	Owner or Lender	Residential & Commercial: Std: 10%, Max. \$200; Ext: \$100	Residential & Commercial: Std: 10%, Max. \$200; Ext: \$100
26-06 (26)	116.8	Subdivision	Owner or Lender	Residential & Commercial: 10%, Min. \$100, Max. \$500	Residential & Commercial: 10%, Min. \$100, Max. \$500
27-06 (27)	132	Usury	Lender	N/A	Residential: Commercial:
28-06	103.1	Easement - Damage or Enforced Removal	Owner or Lender	Residential & Commercial: \$100	Residential & Commercial: \$100
28.1-06 (28.1)	103.14	Encroachments - Boundaries and Easements	Owner or Lender	Residential: 10% Commercial: 10%, Min. \$100	Residential: 10% Commercial: 10%, Min. \$100

ALTA*	CLTA	Description	Owner or Lender	Charge on Owners Policy	Charge on Loan Policy
28.2-06	103.15	Encroachments - Boundaries and Easements - Described Improvements	Owner or Lender	Residential: 10% Commercial: 10%, Min. \$100	Residential: 10% Commercial: 10%, Min. \$100
28.3-06	103.16	Encroachments - Boundaries and Easements - Land Under Development	Owner or Lender	Residential: Owner's Policy: 20% Loan Policy: 15%  Commercial: Owner's Policy: 20%, Min. \$100, Max. \$5,000 Loan Policy: 15%, Min. \$100, Max. \$2,000	Residential: Owner's Policy: 20% Loan Policy: 15%  Commercial: Owner's Policy: 20%, Min. \$100, Max. \$5,000 Loan Policy: 15%, Min. \$100, Max. \$2,000
29-06	134	Interest Rate Swap - Direct Obligation	Lender	N/A	Residential & Commercial: 5%, Min. \$100, Max. \$500
29.1-06	134.1	Interest Rate Swap - Additional Interest	Lender	N/A	Residential & Commercial: 5%, Min. \$100, Max. \$500
29.2-06	134.2	Interest Rate Swap - Direct Obligation - Defined Amount	Lender	N/A	Residential & Commercial: 5%, Min. \$100, Max. \$500 plus Scheduled Rate for additional liability
29.3-06	134.3	Interest Rate Swap - Additional Interest - Defined Amount	Lender	N/A	Residential & Commercial: 5%, Min. \$100, Max. \$500 plus Scheduled Rate for additional liability
30-06 (30)	135	One to Four Family Shared Appreciation	Lender	N/A	Residential & Commercial: \$100
30.1-06 (30.1)	135.1	Commercial Participation Interest	Lender	N/A	Residential & Commercial: \$500
31-06	136	Severable Improvements	Lender	N/A	Residential & Commercial: \$500
32-06 (32)	137	Construction Loan - Loss of Priority	Lender	N/A	Residential & Commercial: \$100
32.1-06 (32.1)	137.1	Construction Loan - Loss of Priority - Direct Payment	Lender	N/A	Residential & Commercial: \$100
32.2-06 (32.2)	137.2	Construction Loan - Loss of Priority - Insured's Direct Payment	Lender	N/A	Residential & Commercial: \$100
33-06	138	Disbursement	Lender	N/A	Residential & Commercial: \$200
34-06	139	Identified Risk Coverage	Owner or Lender	Residential & Commercial: Pricing shall be commensurate with risk assumed and issuance must be authorized in advance in accordance with Company underwriting requirements	Residential & Commercial: Pricing shall be commensurate with risk assumed and issuance must be authorized in advance in accordance with Company underwriting requirements

ALTA*	CLTA	Description	Owner or Lender	Charge on Owners Policy	Charge on Loan Policy
34.1		Identified Exception and Identified Risk Coverage	Owner or Lender	Residential & Commercial: Pricing shall be commensurate with risk assumed and issuance must be authorized in advance in accordance with Company underwriting requirements	Residential & Commercial: Pricing shall be commensurate with risk assumed and issuance must be authorized in advance in accordance with Company underwriting requirements
35-06	140	Minerals and Other Subsurface Substances - Buildings	Owner or Lender	Residential: 10%, Min. \$30 Commercial: 10%, Min. \$100, Max. \$1,500	Residential: 10%, Min. \$30 Commercial: 10%, Min. \$100, Max. \$1,500
35.1-06	140.1	Minerals and Other Subsurface Substances - Improvements	Owner or Lender	Residential: 15%, Min. \$30 Commercial: 15%, Min. \$100/ Max. \$2,000	Residential: 15%, Min. \$30 Commercial: 15%, Min. \$100/ Max. \$2,000
35.2-06	140.2	Minerals and Other Subsurface Substances - Described Improvements	Owner or Lender	Residential: 10%, Min. \$100, Max. \$1,000 Commercial: 10%, Min. \$100, Max. \$2,000	Residential: 10%, Min. \$100, Max. \$1,000 Commercial: 10%, Min. \$100, Max. \$2,000
35.3-06	140.3	Minerals and Other Subsurface Substances - Land Under Development	Owner or Lender	Residential: Owner's Policy: 20% Loan Policy: 15%  Commercial: Owner's Policy: 20%, Max. \$5,000 Loan Policy: 15%, Max. \$2,000	Residential: Owner's Policy: 20% Loan Policy: 15%  Commercial: Owner's Policy: 20%, Max. \$5,000 Loan Policy: 15%, Max. \$2,000
36-06	141	Energy Project - Leasehold/Easement - Owner's	Owner	Residential & Commercial: 15%	N/A
36.1-06	141.1	Energy Project - Leasehold/Easement - Loan	Lender	N/A	Residential & Commercial: 10%
36.2-06	141.2	Energy Project - Leasehold - Owner's	Owner	Residential & Commercial: 15%	N/A
36.3-06	141.3	Energy Project - Leasehold - Loan	Lender	N/A	Residential & Commercial: 10%
36.4-06	141.1	Energy Project - Covenants, Conditions and Restrictions - Land Under Development Owner's	Owner	Residential & Commercial: 20%	N/A
36.5-06	141.5	Energy Project - Covenants, Conditions and Restrictions - Land Under Development Loan	Lender	N/A	Residential & Commercial: 10%
36.6-06	141.6	Energy Project - Encroachments	Owner or Lender	Residential & Commercial: 10%	Residential & Commercial: 10%
36.7-06	141.7	Energy Project - Fee Estate - Owner's Policy	Owner	Residential & Commercial: 10%	N/A

ALTA*	CLTA	Description	Owner or Lender	Charge on Owners Policy	Charge on Loan Policy
36.8-06	141.8	Energy Project - Fee Estate - Loan Policy	Lender	N/A	Residential & Commercial: 10%
37-06	104.6	Assignment of Rents or Leases	Lender	N/A	Residential & Commercial: 10%
38-06	None	Mortgage Tax	Lender	N/A	Residential & Commercial: 10%
39-06	142	Policy Authentication	Owner or Lender	Residential & Commercial: No Charge	Residential & Commercial: No Charge
40-06	147	Tax Credit - Owner's Policy	Owner	Residential & Commercial: 10%	N/A
40.1-06	147.1	Tax Credit - Defined Amount - Owner's Policy	Owner	Residential & Commercial: 10%	N/A
41-06	143	Water - Buildings	Owner or Lender	Residential & Commercial: 10%, Min. \$100, Max. \$500	Residential & Commercial: 10%, Min. \$100, Max. \$500
41.1-06	143.1	Water - Improvements	Owner or Lender	Residential & Commercial: 10%, Min. \$100, Max. \$1,000	Residential & Commercial: 10%, Min. \$100, Max. \$1,000
41.2-06	143.2	Water - Described Improvements	Owner or Lender	Residential & Commercial: 10%, Min. \$100, Max. \$1,000	Residential & Commercial: 10%, Min. \$100, Max. \$1,000
41.3-06	143.3	Water - Land Under Development	Owner or Lender	Residential: Owner's Policy: 20%, Min. \$100 Loan Policy: 15%, Min. \$100  Commercial: Owner's Policy: 20%, Min. \$100, Max. \$5,000 Loan Policy: 15%, Min. \$100, Max. \$2,000	Residential: Owner's Policy: 20%, Min. \$100 Loan Policy: 15%, Min. \$100  Commercial: Owner's Policy: 20%, Min. \$100, Max. \$5,000 Loan Policy: 15%, Min. \$100,
42-06	144	Commercial Lender Group Endorsement	Lender	N/A	Residential & Commercial: 10%, Min. \$100, Max. \$1,000
43-06	145	Anti-Taint	Lender	N/A	Residential: 10%, Min. \$100, Max. \$1,000 Commercial: 5%, Min. \$100, Max. \$1,000
44-06	146	Insured Mortgage Recording - Loan	Lender	N/A	Residential & Commercial: \$100
45-06	148	Pari Passu Mortgage - Loan Policy	Lender	N/A	Residential & Commercial: 5%, Min. \$100, Max. \$1,000
46-06	149	Option	Owner or Lender	Residential: Commercial:	Residential & Commercial: 10%, Min. \$100, Max. \$1,000
47-06		Operative Law - Owners Policy	Owner	N/C	N/A
47.1-06		Operative Law – Loan Policy	Lender	N/A	N/C
47.2-06		Operative Law – Homeowner's Policy	Owner	N/C	N/A
47.3-06		Operative Law – Expanded Coverage Loan Policy	Lender	N/A	N/C



ALTA*	CLTA	Description	Owner or Lender	Charge on Owners Policy	Charge on Loan Policy
48		Tribal Waivers and Consents	Owner or Lender	\$100	\$100
JR1	JR1	Endorsement to ALTA Residential Limited Coverage Junior Loan Policy - Supplemental Coverage	Lender	N/A	Residential & Commercial: \$25 if issued within 6 months of the date of policy; \$50 if issued after 6 months
JR2	JR2	Endorsement to ALTA Residential Limited Coverage Junior Loan Policy - Future Advance, Revolving Credit/Variable Rate	Lender	N/A	Residential & Commercial: \$20

\*Form numbers for 2021 versions of the ALTA endorsements have been added in parentheses if applicable.

FNTI	Description	Owner or Lender	Charge on Owner's Policy	Charge on Loan Policy
FNTI 200	FNTI Form No. 200 Deletion of Natural Person Limitation	ALTA Homeowner's	Residential: \$25 Commercial: N/A	N/A
FNTI 202	FNTI Form No. 202 Revolving Credit Loan	Lender	N/A	No Charge when issued with the policy; \$100 after the policy
FNTI 203	FNTI Form No. 203 Construction Completion	Lender	N/A	20% of the Basic Rate minimum \$100
FNTI 204	FNTI Form No. 204 Patent	Owner or Lender	\$50	\$50
FNTI 205	FNTI Form No. 205 Construction Loan Bring Down	Lender	N/A	Residential \$100 Commercial \$200
FNTI 206	FNTI Form No. 206 Deletion of Arbitration	Owner or Lender	\$100	\$100
FNTI 207	FNTI Form No. 207 Multi-Purpose Endorsement	Owner or Lender	Min. \$50	Min. \$50
FNTI 208	FNTI Form No. 208 Solar Endorsement	Owner or Lender	\$50	\$50
FNTI 209	FNTI Form No. 209 Utah State Construction Registry Endorsement	Lender	N/A	5% Max \$250