

CLTA Standard Coverage Policy vs. The Homeowners Policy of Title Insurance

This is only a brief outline of some of the important policy features. The policies explain in detail the rights and obligations of the Insured and the Company.

	CLTA Standard Coverage Policy	Homeowner's Policy of Title Insurance
Title to the estate or interest described in Schedule A being vested other than as stated therein.	YES	YES
Any defect in or lien or encumbrance on the title.	YES	YES
Unmarketability of the title.	YES	YES
Lack of a right of access to and from the land.	YES	YES
You do not have actual vehicular and pedestrian access to and from the Land, based upon a legal right.	NO	YES
You are forced to correct or remove an existing violation of any covenant, condition or restriction affecting the Land, even if the covenant, condition or restriction is excepted in Schedule B.	NO	YES
Your Title is lost or taken because of a violation of any covenant, condition or restriction, which occurred before You acquired Your Title.	NO	YES
The violation or enforcement of those portions of any law or government regulation concerning: a. building; b. zoning; c. land use; d. improvements on the Land; e. land division; or f. environmental protection, if there is a notice recorded in the Public Records.	NO	YES
Because of an existing violation of a subdivision law or regulation affecting the Land: a. You are unable to obtain a building permit; b. You are required to correct or remove the violation; or c. someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.	NO	YES
You lose Your Title to any part of the Land because of the right to take the Land by condemning it, if: a. there is a notice of the exercise of the right recorded in the Public Records and the notice describes any part of the Land; or b. the taking happened before the Policy Date and is binding on You if You bought the Land without knowing of the taking.	NO	YES
You are forced to remove or remedy Your existing structures, or any part of them - other than boundary walls or fences - because any portion was built without obtaining a building permit from the proper government office.	NO	YES
You are forced to remove or remedy Your existing structures, or any part of them, because they violate an existing zoning law or zoning regulation.	NO	YES
You cannot use the Land because use as a single-family residence violates an existing zoning law or zoning regulation.	NO	YES
You are forced to remove Your existing structures because they encroach onto Your neighbor's land.	NO	YES
Someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it because Your neighbor's existing structures encroach onto the Land.	NO	YES
You are forced to remove Your existing structures which encroach onto an easement or over a building set-back line, even if the easement or building set-back line is excepted in Schedule B.	NO	YES
Your existing structures are damaged because of the exercise of a right to maintain or use any easement affecting the Land, even if the easement is excepted in Schedule B.	NO	YES
Your existing improvements (or a replacement or modification made to them after the Policy Date), including lawns, shrubbery or trees, are damaged because of the future exercise of a right to use the surface of the Land for the extraction or development of minerals, water or any other substance, even if those rights are excepted or reserved from the description of the Land or excepted in Schedule B.	NO	YES
Someone else tries to enforce a discriminatory covenant, condition or restriction that they claim affects Your Title which is based upon race, color, religion, sex, handicap, familial status, or national origin.	NO	YES
A taxing authority assesses supplemental real estate taxes not previously assessed against the Land for any period before the Policy Date because of construction or a change of ownership or use that occurred before the Policy Date.	NO	YES
Your neighbor builds any structures after the Policy Date -- other than boundary walls or fences -- which encroach onto the Land.	NO	YES
Your Title is unmarketable, which allows someone else to refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.	NO	YES
Someone else owns an interest in Your Title because a court order invalidates a prior transfer of the title under federal bankruptcy, state insolvency, or similar creditors' rights laws.	NO	YES
The residence with the address shown in Schedule A is not located on the Land at the Policy Date.	NO	YES
The map, if any, attached to the Policy does not show the correct location of the Land according to the Public Records.	NO	YES

Old Republic is providing this information as a free customer service and makes no warranties or representations as to its accuracy.

Old Republic strongly recommends that consumers confer with their title insurer as underwriting requirements vary among companies and further, obtain guidance and advice from qualified professionals, including attorneys specializing in Real Property, Trusts and/or Title Insurance to get more detailed, and current, information as to any particular situation affecting them.