



# **SCHEDULE OF RATES**

**FOR THE STATE OF**

## **IDAHO**

**EFFECTIVE: September 28, 2017**

**WFG National Title Insurance Company**  
12909 SW 68<sup>th</sup> Pkwy., Suite 350  
Portland, Oregon 97223  
Ph: (503) 387-3636 Fax: (503) 974-9596

## IDAHO TITLE INSURANCE MANUAL OF CHARGES

### A. GENERAL PROVISIONS

The charges and rules for standard classifications of title insurance [policies and endorsements issued by WFG National Title Insurance Company (hereafter “the Company”) are set forth hereinafter. These charges include both the risk portion and the service or work portion, but do not include charges for surveys, escrow closing services, recording fees, or other moneys advanced on behalf of an applicant.

An additional charge may be made for title insurance policies and endorsements that involve an extraordinary amount of work and/or risk but the applicant shall be notified before the additional charge shall be obligatory.

#### DEFINITIONS

Charge. The charge is that cost per unit of insurance which, when multiplied by the total units of liability, results in the charge to the customer for the risk assumed. The charge includes the abstracting or search fee and examination fee, but does not include settlement fees, trustee fees, attorney fees, surveying fees, inspection fees, document fees, closing fees, escrow fees or any other similar types of fees.

Extended Coverage. A surcharge related to the deletion of some or all of the printed standard regional exceptions from coverage. The deletion of such exceptions may be accompanied by the deletion of the exceptions found in Schedule B of a policy or by an endorsement. In some cases, specific affirmative protections may be added by endorsement that may be included within the scope of the term extended coverage, i.e., CLTA 101 Endorsement giving specific assurances related to the priority of an insured mortgage over unfiled mechanics liens. The granting of additional specific assurances that relate to what would otherwise be extended coverage by deletion of an exception to coverage, but make explicit assurances that result in the assumption of additional risk under the policy may result in an additional charge being made for such coverage whether provided directly within the policy or by endorsement.

Full Principal Debt. The full principal debt is that part of the mortgage debt that is secured by land, excluding therefrom that part of the debt, if any, secured by personal property or real property interests, estates, or lands not insured.

Full Value of Land. The full value of land is the actual purchase price or, if not sale is involved, the full reasonable value as may be agreed upon between the insurer and the proposed insured. On leasehold estates, the full value of the land is the aggregate of the rentals payable under the primary term of the lease or the full value of the land as herein defined, whichever is less.

Identical Land. The identical land is the land or any part thereof described in a commitment for title insurance, policy of title insurance or other indemnity.

Insured. The insured is the person named as the insured in the policy of title insurance or other indemnity.

Land, Premises, or Property. Unless otherwise set forth in the policy of title insurance or other indemnity, land, premises, or property is the land described, specifically of by reference, and improvements affixed thereto which by law constitute real property. Such land excluded from its definition any rights lying beyond the exterior boundaries of such described premises, and unless otherwise explicitly provided by the form of policy, includes no coverage for rights not explicitly set forth in such policy.

Limited Liability. A form of policy liability that provides for less than standard liability as to matters appearing in the public records providing a limited search as to the last conveyance of record and taking exception to liability on unreleased mortgages and all other interests.

Mortgage. A mortgage is a transfer of an interest in land, other than in trust, to secure performance of the obligation to pay back the indebtedness. The form of the mortgage may be a mortgage, deed of trust, trust deed, or other security instrument relating, at least in part, to land.

Policy Form. Any form filed by the Company with the Director of Insurance of the State of IDAHO, including, but in no way limiting therefrom each and every policy of title insurance, contract of indemnity or guarantee, however denominated which provide various kinds and types of assurances in favor of the named insured upon the conditions, stipulations, exceptions from coverage and exclusions from coverage that form a part of such form.

Residential. The term residential as used herein shall mean a structure or land developed for use as a one to four family dwelling. The term commercial as used herein shall mean structures or land developed for any other use than residential.

Simultaneous Issue. Simultaneous issue is the issuance of two or more policies on identical land out of the same transaction. The effective dates of the policies do not have to be the same in order to qualify for a simultaneous issue and may secure interests in various portions of the land; however, if the effective dates are not the same, these policies must have been able to have been issued the same day and a commitment to insure each interest must have been issued at the time of the consummation of the transaction.

Standard Coverage. That coverage granted to an insured under a policy of title insurance where exceptions are made to coverage for those matters identified herein as standard regional exceptions. Generally included among such matters generally excluded are matters not shown in the public records.

## **B. POLICIES**

### **1. BASIC SCHEDULE OF CHARGES**

Scheduled Increments	Per Thousand
\$10,000 or under, Minimum	\$200.00
From \$10,000 to \$30,000, add	\$6.00
From \$30,001 to \$50,000, add	\$5.50
From \$50,001 to \$100,000, add	\$3.50
From \$100,001 to \$300,000, add	\$3.00
From \$300,001 to \$1,000,000, add	\$2.25
From \$1,000,001 to \$5,000,000, add	\$2.00
From \$5,000,001 to \$10,000,000, add	\$1.75
Over \$10,000,001, add	\$1.20

### **2. EXTENDED POLICY CHARGES**

a. Deleting of any printed exceptions (standard regional exceptions) substituting therefore specific exceptions from coverage for matters disclosed by the additional search, examination, and/or inspection of the land from any

ALTA form makes that policy an extended policy and, with exception to the specific circumstances described hereafter, requires a surcharge in addition to the standard charge and compliance with the underwriting standards of the Company.

b. For extended policies deleting all of the standard policy exceptions shown elsewhere herein the charges shall be as follows:

1) Owners Policy	10%
2) Loan Policy	30%

of the basic schedule of charges.

c. For owners policies deleting only certain printed exceptions or for situations falling outside of the parameters shown above in the previous paragraph, the surcharge shall be computed based upon rating procedures shown elsewhere in this manual.

d. When both owner and loan policies are issued simultaneously, the surcharge for deletion of the standard policy exceptions from the owner policy shall include any applicable charges for deletion of standard policy exceptions from the loan policy. The loan policy shall be rated in such case as a standard coverage simultaneously issued loan policy as otherwise provided herein.

### **3. U.S. POLICY FORM AND DATEDOWN ENDORSEMENT-SPECIAL PROVISIONS FOR CHARGES**

The charge shall be 100% of the basic schedule of charges. There shall be no charge other than for an increase in the amount of insurance in force, made for the first datedown endorsement issued upon a U.S. Policy which is issued within six months of the original policy. For the insurance of any second or subsequent datedown endorsement or any datedown endorsement issued after six months from the date of the U.S. Policy to which it is attached, there shall be an endorsement charge of \$75.00, plus the charge for any increased insurance. U.S. Policies should be issued in an amount equal to the value of the interest being acquired, and any increased insurance liability charge should be based upon the charge in effect at the date of the endorsement.

### **4. SUPPLEMENTAL CHARGES AND RULES**

#### **a. General Rules -Amount of Insurance**

An owner's policy insuring a fee shall be issued for not less than (a) the amount of the current sales price of the land and any existing improvements appurtenant thereto, or (b) if no sale is being made, the amount equal to the value of the land and any existing improvements at the time of the issuance of the Policy.

A loan policy shall be for not less than (a) the full principal amount of the indebtedness secured by the mortgage lien and may include up to 30% in excess thereof to cover interest, including capitalized interest, foreclosure costs, etc., or (b) if indebtedness is secured by other collateral, then for not less than the value of the insured parcel.

Leasehold policies covering leasehold estates with an unexpired term of fifty years or more shall be for the full value of the land and existing improvements, and for less than fifty years shall be for an amount, at the option of the insured, based upon (1) the total amount of the rentals payable for the primary term but not less than five years, or (2) the full value of the land and any existing improvements together with any improvements immediately contemplated to be erected thereon.

The amount of policies insuring contract purchasers shall be for not less than the full value of the principal payments.

Insurance of lesser estates shall be written for the amount of the value of the estate d the time the policy is issued.

## **b. Additional Chains of Title**

If more than one chain of title is involved, an additional charge shall be made of not less than \$100.00 for each additional chain, unless the land covered by the additional chain has been previously insured, then the charge shall be \$50.00.

For the purpose of determining whether or not to make an additional charge, an extra chain of title shall be considered as one involving property in a different block, section, county or under a different ownership for a substantial portion of the chain.

If a policy is to cover two or more lots in a single tract and in common ownership, no additional charge need be made unless the parcels were in different ownership within the last five years.

Any charge made hereunder shall be made only once; that is, it shall not be made upon reissue. For an additional chain of title for which a proposed insured shall submit a prior title insurance policy (regardless of date of issue), an abstract of title or similar type of evidence, as to such parcel, the foregoing charges shall be waived.

## **c. Commitments and Binders**

Commitments and binders obligating the underwriter shall be issued only upon application for a policy of title insurance. Preliminary reports, letters reports, certificates of title, or opinions of title as such are not issued. Regardless of any contract provision of an agreement between a seller and a buyer, borrower and lender, or any other party to a transaction that contemplates the issuance of any policy form, the Company shall not be obligated to extend any coverage provided for herein until satisfaction of the underwriting requirements of the Company.

## **d. Cancellations -Inactive Orders**

Prior to commencement of search, charges may be waived. After the issuance of the commitment or binder and prior to closing, the order may be canceled by payment of a cancellation charge of 20% of the basic schedule of charges, however, in no event shall less than 50% of the minimum applicable charge provided in Section B -Paragraph 1, or as may be provided elsewhere in this manual be charged. After closing, 80% of the basic schedule of charges is applicable. The entire charge shall be waived if it is apparent that through error the customer has entered duplicate orders in the same or competing companies. If the Company determines to not assume a particular risk and the proposed finds another title insurer willing to assume the risk, the entire charge shall be waived.

Unless a different time limit is expressed in the commitment or binder, orders open for six months without a policy having been issued, through no fault of the Company, except as to orders involving title litigation, shall be deemed inactive and billed at the full basic charge,

No credit shall be allowed on any subsequent order for a cancellation charge previously paid, if more than eighty days have elapsed since the charge was made.

## **e. Waiver of Rights of Subrogation**

Waiver of rights of subrogation against a present or former owner or insuring such rights as may be transferred through a quit claim deed shall be subject to a surcharge of 75% of the basic schedule of charges. This subparagraph shall not be interpreted to include deeds from personal representative governmental entities or representatives or similar type conveyances.

**f. Multiple Issuance of Policies with Tie-In Endorsement**

An Office, Agent or Approved Attorney, if requested, and upon satisfaction of the underwriting standards of the Company issue as part of a single transaction a single policy covering all lands that are included in the transaction, regardless of the county, number of counties, state, number of states, country or number of countries where such lands are located or issue multiple policies with the premium allocated among the parcels and the charge, provided that all such policies contain an endorsement that ties all such policies regardless of location together as a single issuance.

For the purpose of calculating the charge for transactions involving multiple parcels issued by multiple offices, agents or approved attorneys, regardless of the location that are part of a single transaction, the charge shall be calculated based upon the pro-rata portion of the total liability with the charge calculated based upon the applicable rate per thousand of liability as shown in Section B Paragraph 11 herein to which shall be added the applicable additional chains of title found in Section B-Paragraph 4b.

**g. Policy Re-Write and/or Re-Organization of Loan**

Upon the payment of 30% of the Basic Schedule of Charges, unless otherwise specifically provided for elsewhere herein, any policy written within the preceding ten years may be re-written at a later date with a current date of policy upon satisfaction of the Company's underwriting requirements. Included within this provision without limiting its scope would be such circumstances as extending an owner's policy issued when a contract of sale was entered into and later extended to date upon recordation of a fulfillment deed upon such contract or the insured lender re-writing an existing loan with the same borrower upon different terms, a lender agreeing to add additional land as collateral and release other lands. Applicable charges for additional chains of title found in Section B -Paragraph 4b shall be charged for additional parcels as applicable.

**5. OWNER'S POLICIES**

Unless specifically stated to the contrary in an application for title insurance, standard coverage for owner's policies will be contemplated. The charge for such policies shall be 100% of the basic schedule of charges. In the event that some or all of the standard regional exceptions from coverage are deleted upon satisfaction of the Company's requirements, a surcharge may be applicable as is shown in Section B -Paragraph 2 herein.

**a. Double Sale**

No order will be held open to cover a double sale. When a purchaser immediately resells or holds the land in contemplation of a resale, the charge will be both upon the transaction in which the property is acquired and that in which it is resold, unless the conveyance on the resale is recorded at the same time as that in the original or unless the original transaction contemplated a tax-free exchange as that term is used in the Internal Revenue Code.

**b. Increase of Liability**

Liability under outstanding policies may be increased, as of date of issue, as agreed between the policy issuing agent office or approved attorney and the Company, and the insured. Care must be exercised to determine that the policy liability represents the fair market value of the property. In no case shall an owner's policy be written for less than the amount of the existing mortgage indebtedness, nor should any liability be assumed which is excessive. The basic charge shall be made for the increase, with a minimum charge of \$25. See CLTA endorsement 107.2.

**c. Simultaneous Issue**

Multiple policies may be issued covering all or portions of the same tract and qualify for reduced charges based upon the fact that the policies are issued or contemplated to be issued as part of a single transaction:

- 1) Standard coverage owner's and loan policies will be written simultaneously at the basic charge plus \$75.
- 2) Standard coverage owner's policy and ALTA extended policy form loan policies will be written simultaneously at the basic schedule of charges, the simultaneous issue fee of \$75, plus 30% of the basic schedule of charges. In the event that more than one lender's policy is being issued, such policy shall be issued for \$75.
- 3) Multiple owner's coverage policies covering the fee and other interests in the property will be written as a single risk but with multiple insureds requiring separately insured rights at the basic schedule of charges for the principal policy, plus 30% of the basic schedule of charges for each such additional interest insured under a separate policy.

It is contemplated that the amount of insurance under the owner's policies will equal the value of the land or represent a lesser interest in the land. Where multiple owners and/or lenders policies are being issued the aggregate outstanding liability shall be used to establish the liability for the primary policy.

**d. Insured Owner**

An insured owner who purchases on a real estate contract may, upon fulfillment of the terms of the contract, obtain a title policy rewritten to the current effective date at the charge of 30% of the basic schedule of charges within ten years of the date of original issue otherwise the charge shall be 50% of the basic schedule of charges.

**6. LOAN POLICIES**

**a. General**

Unless specifically stated to the contrary in an application for title insurance, standard coverage for loan policies will be contemplated. The charge for such policies shall be 100% of the basic schedule of charges.

Under no circumstances are loan policies to be written for less than the mortgage debt unless the mortgage covers other security of which the property described in the policy is but a part. In that event, it is incumbent upon the policy issuing agent or office of the approved attorney to satisfy itself that the risk is commensurate with the value of the security so insured.

Reasonable additions to cover interest and anticipated charges may be insured as agreed upon between the applicant and the Company.

When two or more loan policies covering the same land are written simultaneously, the charge shall be calculated as follows:

1. Two or more loan policies, but no owner's coverage policies, issued in standard form, the charge shall be 100% of the basic schedule of charges of the aggregate liability, plus \$75.
2. Two or more loan policies, but no owner's coverage policies, with one policy being standard coverage and the other ALTA extended coverage, the charge shall be computed by applying the charge for the ALTA extended coverage policy from the basic schedule of charges of the aggregate liability and charging \$75.

3. Two or more loan policies, but no owner's coverage policies, where more than one ALTA extended coverage policy is being issued, the charge for the aggregate liability ALTA extended coverage policy shall be calculated from the basic schedule of charges plus the applicable ALTA Extended loan policy fee based upon the aggregate liabilities with each additional being calculated at the charge \$75.

**b. ALTA Loan Policies**

ALTA Loan policies shall be issued to approved applicants and shall be 1) written only upon payment of 130% of the basic schedule of charges; 2) issued simultaneously with an owner's policy at the owner's charge plus 30% plus a simultaneous issue fee of \$75; and 3) multiple policies issued simultaneously as provided heretofore. This form of policy contemplates its issuance with some or all of the standard exceptions from coverage removed. The charges do not include the cost of any survey that may be required or any inspection charge for an inspection and mileage charge from the office.

**c. Temporary Loan Policies**

1. Temporary or construction mortgagee's policies (standard form) will be issued at the Schedule charge. Permanent mortgagee's policies will be issued within one year thereafter, or within 120 days after completion of construction when there has been no change in ownership or where a fee policy is or has been issued on the transfer, in replacement of temporary mortgagee's policies, for the premium of \$40.00 plus the standard charge for any increase in the amount of insurance. If the temporary mortgagee's policy were in ALTA (Extended Coverage) form, the credit given on writing the permanent policy shall be determined as though the temporary mortgagee policy were in standard form. Credit shall be given only to the extent of the amount actually paid for the temporary policy. This credit shall be applied only if the temporary mortgagee's policy was issued on WFG paper. If it is not on WFG paper, a customer is entitled to a credit for such reissue for the charge of 50% of the basic schedule of charges, plus the applicable charge for any increase in the amount of insurance.

2. The above rate will also apply where a commitment has been issued showing a temporary mortgage of record and no policy has been written thereon. In such case a policy insuring the temporary mortgage will be written, dated back to date of recording of the temporary mortgage and premium paid the underwriter thereon.

**d. Policies Covering Future Advances, Extensions of New Mortgages, Supplemental Mortgage and/or New Mortgage to Insured Mortgagee**

1. Loan Policy insuring Future Advances. When an insured mortgage provides for future advances, the charge for issuing an endorsement or a new policy insuring an additional advance or a new policy insuring an additional advance to the same mortgagor shall be the difference between the basic schedule of charges for a policy in the amount of the unpaid balance without the new advance and a policy in the amount of the unpaid balance with the new advance plus \$40.

2. Loan Policy Insuring Supplemental (Substitution) Mortgage. When a loan policy has been issued insuring a mortgage, and within two years of the recordation of the original mortgage, a supplemental (substitution) mortgage (or upon consolidation) by the same mortgagor, secured by the same premises, becomes necessary, a new loan policy will be issued in the new amount upon surrender of the outstanding loan policy at 50% of the basic schedule of charges with a minimum charge for such issuance of \$120, plus applicable additional charges for increased coverage and additional chains of title.

3. Unacceptable Prior Policy. When a loan policy has been written by different title insurance underwriter, but such coverage has ceased or is no longer acceptable to the insured thereunder or its regulatory authorities, a new

policy may be issued by the Company upon the assignment and surrender of the prior policy at the charge of 30% of the basic schedule of charges. In such cases, the policy issuing agent, office or approved attorney shall be required to remit its underwriting fee based upon its Title Insurance Underwriting Agreement with the Company delivering a remittance not less than an amount equal to a remittance issued on a similar policy issued currently, but for the circumstance. The policy issuing agent, office or approved attorney shall also charge \$120 for each such policy where the policy issuing agent, office of approved attorney did not issue the original policy for such different underwriter, or where no original copy of the prior policy is submitted for use by the policy issuing agent, office or approved attorney.

**e. Assignment of Mortgage**

When a loan policy has been issued and an assignment of the insured mortgage is made, a new loan policy may be issued insuring the lien of the mortgage so assigned with a current date of policy at 25% of the basic schedule of charges in a liability amount equal to the unpaid balance of the mortgage. ALTA Endorsement Series 104 may be used in lieu of a new policy).

**f. Limited Liability Loan Policies**

When a limited coverage loan policy is issued, the charge made for such policy shall be made as follows:

ALTA Residential Limited Coverage Junior Loan Policy

Liability	Charge
Below \$50,000	\$125.00
From \$50,001 to \$100,000	\$150.00
From \$100,001 to \$150,000	\$175.00
From \$150,001 to \$200,000	\$200.00
From \$200,001 to \$250,000	\$225.00

The charge shown above shall include one issuance of endorsements ALTA Residential Coverage Junior Loan Policy Supplemental Coverage Endorsement - JR 1. The charge for the issuance of any additional Endorsement JR-1 is \$15.00 per additional issuance. The charge for Revolving Credit/Variable Rate Endorsement JR2 is \$25.00.

**g. HOME EQUITY 2<sup>nd</sup> GENERATION TITLE INSURANCE POLICIES**

The Home Equity 2<sup>nd</sup> Generation Title Insurance policy is a master policy with individual coverage certificates or electronic confirmations of coverage issued for each property and loan to be insured.

The charge for issuing a certificate for this policy shall be:

\$45.00 per transaction for residential home equity loans up to \$250,000

\$75.00 per transaction for residential home equity loans over \$250,000 and up to \$500,000.

\$250.00 per transaction for residential home equity loans over \$500,000 and up to \$750,000.

\$300.00 per transaction for residential home equity loans over \$750,000 and up to \$1,000,000

This pricing does not include any charges for title searches, examinations, property reports, credit reports, recording fees, other charges, or other monies advanced on behalf of the insured or borrower, any of which may be charged at amounts agreed with the lender.

Because of the low price and risk profile of these policies, the pricing does not fit with normal agency splits. These policies may only be issued by an Offering Provider that has entered into an addendum to their agency agreement or a separate agreement with the Company specifically authorizing it to provide this policy to certain enumerated lenders.

#### **h. STANDARD MORTGAGEEE'S ASSURANCE OF RECORD TITLE (SMART POLICY)**

If a lender makes an equity loan secured by the residential property of the borrower a standard loan policy may be issued at the following rates and amounts provided the following four exceptions are included in the policy:

- (1) Agreements, if any, related to future assessment obligations not yet due and payable, which appear in the public records.
- (2) Agreements, covenants, conditions, restrictions, and/or declarations affecting title, or violation thereof, if any, which appear in the public records or are shown on any recorded subdivision map or survey.
- (3) Easements or encroachments, if any, which appear in the public records or are shown on any recorded subdivision map or survey.
- (4) Any reservation or conveyance of minerals, gas, oil, sand, gravel or timber, or rights related thereto, including leases of said interests, which appear in the public records.

The rates are as follows:

\$125 for coverage up to \$50,000
\$150 for coverage from \$50,001 to \$100,000
\$175 for coverage from \$100,001 to \$150,000
\$200 for coverage from \$150,001 to \$200,000
\$225 for coverage from \$200,001 to \$250,000
\$250 for coverage from \$250,001 to \$300,000
\$275 for coverage from \$300,001 to \$350,000

These policies shall not be issued for liability amounts exceeding \$350,000.

#### **i. Improved One-to-Four Family Residential Loan Rate**

For improved one-to-four family residential properties, and Extended Coverage Loan Policy (ALTA 2006 Loan Policy) shall be issued at the rates below. This rate shall apply where the loan proceeds are being used for any purpose other than the financing of the acquisition of the property in a concurrent purchase transaction, or issued concurrently with an owner's policy.

Amount of Insurance	Charge
Up to and including \$100,000	\$200 plus an additional \$5.00 per \$1,000 or any fraction thereof
\$100,001 to \$300,000	\$700 plus \$3.00 per \$1,000 or any fraction thereof of coverage above \$100,000
\$300,001 to \$500,000	\$1,300 plus \$2.50 per \$1,000 or any fraction thereof of coverage above \$300,000
\$500,001 to \$1,000,000	\$1,800 plus \$2.25 per \$1,000 or any fraction thereof of coverage above

\$500,000

\$1,000,001 to \$5,000,000      \$2,925 plus \$1.75 per \$1,000 or any fraction thereof of coverage above  
\$1,000,000  
0

\$5,000,001 to \$10,000,000      \$9,925 plus \$1.20 per \$1,000 or any fraction thereof of coverage above  
\$5,000,000  
0

This rate is not available for loans in excess of \$10,000,000

Total calculations must be rounded up to the next dollar. No other credits or discounts may be used in conjunction with this rate. This rate may not be used in conjunction with any other rate contained in this Rate Manual.

## **7. PURCHASER'S POLICIES**

### **a. RATES**

Charges for the Standard Coverage Policy shall be 100% of the Basic Title Insurance Rate.

### **b. POLICY UPON COMPLETION**

When a purchaser's policy has been issued for the full purchase price of the property to a purchaser under executory contract of sale, upon deed being given the original insured contract purchaser on his assignee on the completion of his contract, an owner's policy in the same amount will be issued to said purchaser for 50% of the Schedule charge.

### **c. VENDOR'S EQUITY**

Rate on sale of vendor's equity in insured contract is 50% of the General Schedule applicable to value of equity.

### **d. EXTENDED COVERAGE**

The surcharge for extended coverage purchaser's policies shall be computed at 50% of the Basic Rate.

## **8. GUARANTEES**

Guarantees shall be generally written with standard exceptions from coverage as are used for owner's policies. Such exceptions from coverage may be deleted upon payment of the charges shown in Section B - Paragraph 2, herein, if risk exists to the Company based upon the type of guarantee and the coverage unique to the form used. Deletion of exception to coverage relating to mechanic's liens shall not be generally acceptable in most forms of guarantee contemplated herein and shall only be made with specific approval of Atlantic Title Insurance Company, Home Office, and the charge shall be calculated by such office with a minimum fee of 50% of the basic schedule of charges and a maximum fee of 200% of the basic schedule of charges.

### **a. Trustee's Sale Guarantee**

The charge for the trustee's sale guarantee shall be 100% of the basic schedule of charges for a policy in an amount equivalent to the total amount of indebtedness remaining secured under the deed of trust, provided that the minimum charge for a trustee's sale guarantee shall be \$200. For special owner's charge, see Section 5.

### **b. Litigation Guarantee**

The charge for the litigation guarantee shall be 100% of the basic charge with a minimum charge of \$200. For special owner's charge, see Section 5.

**c. Environmental Recorded Document Guarantees**

The minimum charge for Environmental Recorded Document Certificates shall be \$500 for \$10,000 coverage. In addition to said charge, an additional work charge of \$60 per hour shall be charged for cases where the amount of work is disproportionate to the base charge and liability assumed.

**d. Other Guarantees**

The charge for guarantees to include Chain of Title Guarantee, Mechanic Lien Guarantee, Judgment & Tax Lien Guarantee, Personal Property Encumbrance Guarantee, Lot Book Guarantee, Property Search Guarantee, Subdivision Guarantee, Combination Guarantee, and Plant Information Guarantee shall be not less than \$75.00 for a limited search of the public records of subdivided lands or sectional lands where the policy issuing agent has a prior title insurance policy, or \$120.00 for a search of sectional lands and mining claims. Additional parcel searching charges shall be made at the rate of \$35.00 for each additional parcel. The guarantees contemplated herein shall be deemed to include within the minimum fees referred to in this section \$1,000 of liability, thereafter the liability for such guarantees shall be computed at 50% of the basic schedule of charges.

The guarantees contemplated by this section involve a limited search of the public records and generally for specific types of interests. The references in this section to general exceptions from coverage or their removal in most cases is not applicable.

**9. LEASEHOLD POLICIES**

**a. RATE**

Title insurance insuring a leasehold interest may be provided by issuing a standard ALTA Owner's or Loan policy with the appropriate ALTA endorsement attached (ALTA 13-06 for Owner's and ALTA 13.1-06 of Loan).

**b. LEASES 50 YEARS OF MORE**

Leasehold estates, where the unexpired term of the lease is for a period of 50 years or more, shall be rated for the full value of the property.

**c. LEASE LESS THAN 50 YEARS**

Leasehold estates, for a period of less than 50 years, shall be written either for the total amount of the rentals payable upon the primary term of the lease but not less than 5 years, or the current market value of the property.

**d. EXTENDED COVERAGE**

The surcharge for Extended Coverage Leasehold policies shall be computed at 50% of the Basic Rate.

**9. HUD RESALE BINDER CHARGE**

A Department of Housing and Urban Development (HUD) resale binder shall be available for use in IDAHO under the following circumstances. When the Secretary of Housing requests a binder or endorsement to a commitment for title insurance which provides that the insurer agrees to issue an owner's policy to the Secretary or the Secretary's designee (buyer -purchaser -grantee) within two years, the charge for the HUD binder or endorsement shall be 75% of the basic schedule of charges. The charge for issuance of the owner's policy to the Secretary of State's

designee shall be 75% of the basic schedule of charges for a liability amount not exceeding the binder (or endorsed commitment amount). Any increase in the liability amount of the final policy shall be at full charge in the applicable bracket of the schedule.

If a trustee's sale guarantee has been issued in support of foreclosing or accepting a deed in lieu of foreclosure, the above referenced binder-policy charge shall be 50% of the charge for the binder or endorsement to the commitment and 50% of the charge for the policy when issued within the two year period.

This resale binder charge shall be available to all lenders under the same circumstances and in the same manner as it is available to HUD.

#### **10. REISSUE CHARGES, CREDITS, AND ADDITIONAL FEES**

Upon delivery of a prior owners and/or lenders policy issued by the Company or another title insurer, which copy shall be retained in the files of the policy issuing agent, the following charges shall be made:

a) When an owner and/or lender has been insured within the specified period, a reissue charge is available as follows:

Owners Policy: Within 2 years following the issuance of an owner's policy by another title insurer or the Company, a reissue charge of 75% of the basic schedule of charges herein shall be given. New insurance above the amount of insurance shown in such prior policy shall be charged at the basic schedule of charges herein between such prior amount of insurance and the new requested amount of insurance. Where an Insured is disposing of only a portion of the land insured under such prior policy, the amount of insurance under the prior policy shall be apportioned pro-rata to such smaller tract with the charges identified above being made for such reissue charge, together with charges for increased coverage for such apportioned parcel of land as otherwise provide above.

Loan Policy: Within 2 years following the issuance of a prior loan policy a new policy shall be issued at 50% of the basic schedule of charges. Reference should be made to Section 6 d. (2) for the particulars in the use of this charge. Such charges may be given each time that insurance is sought notwithstanding the fact that the previous transaction qualified for this or a similar charge.

Owners Policy to Loan Policy. Within 2 years of an owner's policy, where the borrower is the insured owner, a loan policy shall be issued at 75% of the basic schedule of charges herein of the portion of the charge equivalent to a standard coverage loan policy, with no reduction or credit available for any extended coverage charges applicable as otherwise provided for herein, and further provided that the new loan does not exceed the amount of such owners policy. Charges for simultaneous issues for other policies shall be as set out elsewhere.

b) When a guarantee has been issued within two years prior thereto, a reissue credit of 25% of the basic schedule of charges is available.

c) When a transaction is contemplated that has a liability that exceeds the single risk retention limit of WFG National Title Insurance Company as may be established from time to time, the issuing office shall charge the cost of reinsurance that is i) required by a proposed insured at a lower limit than that established by the Company or by statute, ii) in excess of \$.35 per thousand, iii) all of the above.

#### **11. CLOSING OR SETTLEMENT PROTECTION**

Closing or settlement protection shall be in accordance with the provisions of Idaho Statutes § 41-2714 and in the form of the Closing Protection Letter referred to in the List of Forms. Such closing or settlement protection may be issued in connection with the issuance of any loan policy insuring a lender's interest in any type of property. Said coverage may

also be provided, upon request to Buyers/Borrowers.

This protection is apart and in addition to the coverage provided under the title insurance policy; however a title insurer may issue closing protection letters only for real estate transactions where its title insurance policies are issued. The election for this additional coverage must be made prior to or at the time of closing.

The fee for the issuance of such coverage shall be \$25.00 per issuance and shall not be subject to any agreement requiring a division of fees or premiums collected on behalf of the title insurer. The issuance of closing or settlement protection to a buyer, borrower or lender that is a party to a transaction in which a title insurance policy will be issued shall be considered to be one (1) transaction for which a single rate is charged and shall not result in a separate charge to each party.

## **12. LIST OF FORMS**

ALTA 2006 Loan Policy  
ALTA 2006 Owner's Policy  
ALTA 2006 Commitment  
ALTA 2012 Residential Limited Coverage Junior Loan Policy  
ALTA 2013 Short Form Residential Junior Loan Policy  
WFG 2013 Trustee's Sale Guarantee  
WFG Subdivision Guarantee  
WFG Combination Guarantee  
WFG Chain of Title Guarantee  
WFG Personal Property Encumbrance Guarantee  
WFG Recorded Document Guarantee  
WFG Property Search Guarantee  
WFG Mechanic's Lien Guarantee  
WFG Judgment and Tax Lien Guarantee  
WFG Plant Information Guarantee  
WFG 2017 HE2 Home Equity 2<sup>nd</sup> Generation Title Insurance Policy

## **13. STANDARD EXCEPTIONS FROM COVERAGE**

The policy or policies to be issued will contain exceptions to the following unless any of these exceptions are disposed of to the satisfaction of the Company.

1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.

2) Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3) Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.

4) Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water.

6) Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

7) Any adverse claim based upon the assertion that

a) Some portion of the land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof;

b) The boundary of the land has been affected by a change in the course or water level of a navigable river or lake;

c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.

### **C. ENDORSEMENTS**

The charges noted in this section are minimum, all charges for inspections, additional searching and examinations, processing, and additional risk incurred shall be at such charges as is determined by the policy issuing office, agent or approved attorney.

Endorsements that clarify or add definition to the existing coverage without incurring additional coverage, waiving defenses without incurring additional liability and similar types of endorsement shall be added at no additional charge.

In no event shall the charges shown supersede the amounts shown elsewhere herein for extended policies.

Whenever multiple forms of endorsements are being issued where similar coverage exist or where the underwriting review is similar, the policy issuing agent, office or approved attorney shall make a single charge for such endorsements with the minimum fee being the fee charged for the singularly largest charge herein to which shall be added \$20 for each such additional endorsement or the minimum charge shown, whichever is higher. Included within the meaning of this provision are circumstances where an insured lender may require a general endorsement and then specific assurances with regard to the same matters, an owner requiring extended coverage and specific assurances with regard to the survey, and similar circumstances.

Special or corrective endorsements based upon filed endorsements may also be issued. Additional endorsements for special or unusual risks that are requested by the insured and acceptable to the Company may be issued and charged for at a price agreed upon by the Company and the insured.

## SECTION VIII: ENDORSEMENTS

ALTA 1-06 - WFG0106	Street Assessment	Lenders	5% Basic Rate: Maximum \$500
ALTA 2-06 - WFG0206	Truth in Lending	Lenders	10% BSR \$100 Minimum
ALTA 3-06 - WFG0306	Zoning – Vacant Land	Owners & Lenders	10% basic rate; minimum \$100, maximum \$1,000
ALTA 3.1-06 - WFG03.106	Zoning – Improved Land	Owners & Lenders	15% basic rate; minimum \$150.00, maximum \$1,500
ALTA 4-06 - WFG0406	Condominiums	Lenders Extended	\$35.00
ALTA 4.1-06 - WFG04.106	Condominium	Lenders Extended	\$50.00
ALTA 5-06 - WFG0506	Planned Unit Development	Lenders	\$50.00
ALTA 5.1-06 - WFG05.106	Planned Unit Development (assessments unpaid	Lenders	\$75.00
ALTA 6-06 - WFG0606	Variable Rate Mortgage	Lenders	\$25.00
ALTA 6.2-06 - WFG06.206	Variable Rate Mortgage – Negative Amortization	Lenders	\$25.00
ALTA 7-06 - WFG0706	Manufactured Housing	Lenders & Owners	\$40.00
ALTA 7.1-06 - WFG07.106	Manufactured Housing – Conversion	Lenders	\$75.00

ALTA 7.2-06 - WFG07.206	Manufactured Housing – Conversion	Owners	\$75.00
ALTA 8.1-06 - WFG08.106	Environmental Liens	Lender 1-4 family residences	\$15.00
ALTA 8.2-06 - WFG08.206	Environmental Liens	Lenders	\$50.00
ALTA 9-06 - WFG0906	Restrictions, etc.	Lenders	\$35.00
ALTA 9.1-06 - WFG09.106	Restrictions, etc. – unimproved land	Owners	10% Basic Rate; maximum \$1,000 for standard coverage and \$50 for extended
ALTA 9.2-06 - WFG09.206	Restrictions, etc. – improved land	Owners	20%Basic Rate; maximum \$1,000 for standard coverage and \$100 for extended
ALTA 9.3-06 - WFG09.306	Restrictions, etc. – future improvements	Lenders	\$35.00
ALTA 9.4-06 - WFG09.406	Restrictions, etc. – unimproved land, future improvement	Owners	10% basic rate; maximum \$1,000 for standard coverage and \$50 for extended
ALTA 9.5-06 - WFG09.606	Restrictions, etc. – improved land, future improvement	Owners	20% basic rate: maximum \$1,000 for standard coverage and \$100
ALTA 10-06 – WFG1006	Assignment	Lenders	\$25.00
ALTA 10.1-06 – WFG10.106	Assignment and Date Down	Lenders	\$50.00
ALTA 11-06 – WFG1106	Mortgage Modification	Lenders	10% basic rate
ALTA 12-06 – WFG1206	Aggregation – Tie In	Lenders	\$75.00
ALTA 13-06 – WFG1306	Leasehold Owners	Owners	No charge
ALTA 13.1-06 – WFG13.106	Leasehold Loan	Lenders	No Charge

ALTA 14-06 - WFG1406	Future Advance – Priority	Lenders	\$25 Residential 5% basic rate, minimum \$100, maximum \$500 for commercial
ALTA 14.1-06 - WFG14.106	Future Advance - Knowledge	Lenders	\$25 residential 5% basic rate, minimum \$100, maximum \$500 for commercial
ALTA 14.2-06 - WFG14.206	Future Advance – Letter of Credit	Lenders	5% basic rate, minimum \$100, maximum \$500
ALTA 14.3-06 - WFG14.306	Future Advance – Reverse Mortgage	Lenders	\$50.00
ALTA 15-06 - WFG1506	Non-Imputation – Full Equity Transfer	Owners	30% basic rate; maximum \$2,500
ALTA 15.1-06 - WFG15.106	Non-Imputation – Additional Insured	Owners	10% basic rate; maximum \$1,500 based on amount of consideration paid by additional insured for the percentage interest in insured entity
ALTA 15.2-06 - WFG15.206	Non-Imputation – partial equity transfer	Owners	10% basic rate, maximum \$1,500
ALTA 16-06 - WFG1606	Mezzanine Financing	Owners	20% basic rate; maximum \$2,500
ALTA 17-06 - WFG1706	Access and Entry	Lenders and Owners	10% basic rate; maximum \$1,000
ALTA 17.1-06 - WFG17.106	Indirect Access and Entry	Lenders and Owners	10% basic rate: maximum \$1,000
ALTA 18-06 - WFG1806	Single Tax Parcel	Lenders and Owners	\$50.00
ALTA 18.1-06 - WFG18.106	Multiple Tax Parcel	Lenders and Owners	\$50.00
ALTA 19-06 - WFG1906	Contiguity – Multiple Parcels	Lenders and Owners	5% basic rate, maximum \$500
ALTA 19.1-06 - WFG19.106	Contiguity – Single Parcel	Lenders and Owners	5% basic rate, maximum \$500
ALTA 20-06 – WFG2006	First Loss – Multiple Parcels	Lenders	5% basic rate; maximum \$1,500

ALTA 22-06 – WFG2206	Location	Lenders and Owners	Lenders: No charge if issued concurrently with policy and no subsequent inspection required; otherwise \$25  Owners: \$100.00

ALTA 22.1-06 – WFG22.106	Location and Map	Lenders and Owners	No charge if issued concurrently with policy and no subsequent inspection required: otherwise \$40.00
ALTA 23-06 – WFG2306	Co-Insurance-Single Policy	Lenders and Owners	No Charge
ALTA 24-06 – WFG2406	Doing Business	Lender	\$250.00
ALTA 25-06 – WFG2506	Same as Survey	Lenders and Owners	5% Basic Rate; Maximum: \$500.00
ALTA 25.1-06 – WFG25.106	Same as Portion of Survey	Lenders and Owners	5% of Basic Rate; Maximum: \$500.00
ALTA 26-06 – WFG2606	Subdivision	Lenders and Owners	\$150.00
ALTA 28-06 – WFG2806	Easement – Damage or Enforced Removal	Lenders	Owner's: 20% Basic Rate Maximum: \$2,500.00  Lender's: 10% Basic Rate Maximum: \$1,500.00
ALTA JR-1 – WFGJR1	Supplemental Coverage	Lenders	No Charge
ALTA JR-2 – WFGJR2	Revolving Credit/ Variable Rate	Lenders	\$25.00
	Guarantee Date-Down Endorsement	All Guarantees	The first two date downs will be at no charge, after two, the charge is \$40.00 per endorsement.