

## WFG Underwriting Bulletin



To: All WFG New England Policy Issuing Agents  
From: WFG Underwriting Department  
Date: July 19, 2024  
Bulletin No. CT-2024-01, ME-2024-01, MA-2024-02, NH-2024-01, RI-2024-02, VT-2024-01  
Subject: Recording During the Microsoft Outage – Issuance of Policies with “Gap” Coverage

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Because of an outage with Microsoft servers and devices, recording offices, including Town and County Clerks and Registries of Deeds, may not be accessible for recording. If any recording office in Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont is not accepting recordings because of anything related to this outage, you may continue to close normally, and WFG will continue to insure the “gap” created by the temporary inability to record under the following circumstances:

1. If the Land to be insured is located in Massachusetts and is registered land (Land Court), you must contact a WFG underwriter prior to the disbursement of funds or issuance of any policy with gap coverage.
2. If there is record evidence of any of the following against the vested owner, you must contact a WFG underwriter for approval to issue a policy with gap coverage:
  - a. Judicial liens, including but not limited to attachments or executions;
  - b. Lis pendens;
  - c. Federal or state tax liens;
  - d. More than 2 outstanding mortgages;
  - e. Tax taking;
  - f. Bankruptcy; or
  - g. Foreclosure, whether that be by record evidence or otherwise.
3. Execution at closing of a title insurance affidavit (commonly known as the “Owner Affidavit” which includes the following language:

That in consideration of WFG National Title Insurance Company’s (the “Company”) issuing its policy or policies effective as of the date closing occurs, such date being \_\_\_\_\_ without taking exception therein for matters which may arise between the date of July 19, 2024 and the date the documents creating the interest being insured have been filed for record, and which matters may constitute an encumbrance on or affect said title, the undersigned agrees to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien, or objectionable matter of title which may arise or be

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**The Agent may be held responsible for any loss sustained as a result of the failure to follow the standards set forth above.**

filed, as the case may be, against the captioned premises during the period of time between the date of its commitment to issue its policy of title insurance and the date of recording of all closing instruments, and to hold harmless and indemnify the Company and its agent against all expenses, costs and attorney fees, which may arise out of the failure to so remove, bond or otherwise dispose of any said liens, encumbrances or objectionable matters. Further, the undersigned shall be liable for all expenses, costs and attorney's fees which may be incurred in the enforcement of this agreement.

4. Execution of such affidavit shall be listed as a requirement on Schedule B, Part I of any title insurance commitment issued. If a commitment has already been issued, you must issue a revised commitment which includes this requirement.
5. If you will be issuing a loan policy, please verify with the lender that disbursement of closing and loan proceeds are authorized prior to recording where gap coverage will be provided. This may require an amendment to the loan instructions if the original instructions are not clear.
6. Please attempt to rundown the title prior to closing, as well as prior to disbursement and issuance of the policy.
7. Recordings must be accomplished as soon as recording offices come back on line and are able to accept recordings. If a title rundown is completed prior to the recording and matters affecting the interest of the insured are discovered which are not taken exception for in the policies, please contact your WFG underwriter as soon as possible, providing copies of the same.
8. The effective date of any policy issued pursuant to this standard will be the date and time of disbursement of funds.

At this time, these guidelines apply only to transactions where the recording offices are not able to accept any type of recordings because of the Microsoft outage. We appreciate your patience as we work through this together, and urge you to contact your WFG Underwriter should you have any questions.

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