



**LIMITED COVERAGE LOAN GUARANTEE**  
Issued By  
**WFG NATIONAL TITLE INSURANCE COMPANY**

**GUARANTEE NUMBER:**

SUBJECT TO THE CONDITIONS AND STIPULATIONS HEREOF, WFG NATIONAL TITLE INSURANCE COMPANY, A CORPORATION, herein called the company, assures the Assured, as of Date of Guarantee shown in Schedule A, against loss of damage, not exceeding the amount of liability stated in Schedule A, sustained or incurred by said Assured by reason of any incorrectness of the assurances set forth in Schedule A.

**In Witness Whereof**, WFG NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.


\_\_\_\_\_

Agent

\_\_\_\_\_

Authorized Signatory

**WFG NATIONAL TITLE INSURANCE COMPANY**

By: 

Steve Ozonlan, President/CEO

ATTEST: 

Joseph V. McCabe, EVP/General Counsel/Secretary



## CONDITIONS AND STIPULATIONS

### 1. Definition of Terms

The following terms when used in this Guarantee mean:

- (a) "Assured": the Assured named in Schedule A.
- (b) "Assured claimant": an Assured claiming loss or damage hereunder.  
  
"loss or damage": the out of pocket loss suffered by the assured in reliance upon the assurances of this Guarantee.
- (c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an assured by reason of any public records.
- (d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property.
- (e) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.

### 2. Notice of Claim to be given by an Assured Claimant

The assured shall notify the Company promptly in writing in case the assured hereunder acquires knowledge of any claim for which the Company may be liable by virtue of this Guarantee. If such prompt notice shall not be given to the Company, then as to such assured all liability of the Company shall cease and terminate in regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

### 3. Proof of Loss or Damage - Duty to Cooperate - Limitation of Action

In addition to the notices required under Paragraph 2 of these Conditions and stipulations, a proof of loss or damage, signed and sworn to by the assured claimant shall be furnished to the Company within 90 days after the assured claimant shall ascertain or determine the facts giving rise to such loss or damage. Such proof of loss or damage shall describe the matter assured by this Guarantee which constitutes the basis of loss or damage. And, when appropriate, state the basis of calculating the amount of such loss or damage.

Should such proof of loss or damage fail to state facts sufficient to enable the Company to determine its liability hereunder, assured claimant, at the written request of the Company shall furnish such additional information as may be reasonably necessary to make such determination.

In addition, the assured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at

such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the company, the assured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the assured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the assured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this guarantee as to that claim.

No right of action shall accrue to assured claimant until 30 days after such proof of loss or damage shall have been furnished.

Failure to furnish such proof of loss or damage shall terminate any liability of the Company under this Guarantee as to such loss or damage.

### 4. Options to Pay or Otherwise Settle Claims

The Company shall have the option to pay or otherwise settle for or in the name of an assured claimant any claim assured against, or to terminate all liability and obligation of the Company hereunder by paying or tendering payment of the amount of loss or damage or the amount of liability under this Guarantee.

### 5. Determination and Payment of Loss

- (a) The liability of the Company under this Guarantee shall in no case exceed the least of:
  - (i) The actual loss of the assured claimant because of reliance on the assurances herein set forth; or
  - (ii) The amount of liability stated in Schedule A.
  - (iii) When the amount of loss or damage has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within 30 days thereafter.

### 6. Limitation of Liability

No claim shall arise or be maintainable under this Guarantee (a) if the Company, after having received notice of an alleged lien or mortgage assured against hereunder, by litigation or otherwise, removes such lien

or mortgage within a reasonable time after receipt of such notice; (b) in the event of litigation, until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the assurances of this Guarantee; (c) for liability voluntarily admitted or assumed by an assured without prior written consent of the Company; or (d) for liens or encumbrances not otherwise excluded from coverage but known to the assured claimant at date of Guarantee and not disclosed in writing to the Company prior to the date such assured claimant became an assured hereunder.

**7. Reduction of Liability; Termination of Liability**

All payments under this Guarantee, shall reduce the amount of the liability pro tanto.

**8. Subrogation Upon Payment or Settlement**

Whenever the Company shall have paid or settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such assured claimant would have had against any person or property in respect to such claim had this Guarantee not been issued, and the Company is hereby authorized and empowered to sue, compromise or settle in its name or in the name of the assured to the full extent of the loss sustained by the Company. If requested, the assured shall execute any and all documents to evidence the within subrogation. If the payment does not cover the loss of such assured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such assured claimant, such act shall not void this

Guarantee, but the Company, in that event, shall as to such assured claimant be required to pay only that part of any losses assured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right to subrogation.

**9. Liability limited to this Guarantee**

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company are the entire Guarantee and contract between the assured and the Company.

Any claim of loss or damage, whether or not based on negligence. Or any action asserting such claim shall be restricted to the provisions and conditions and stipulations of this Guarantee.

No amendment of or endorsement to the Guarantee can be made except by writing endorsed hereon or attached hereto signed by either the President, Vice President, Secretary, Assistant Secretary, or validating officer or authorized signatory of the Company.

No payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

**10. Notices, Where Sent**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to: WFG National Title Insurance Company National Claims Administration 12909 SW 68th Pkwy., Suite 350, Portland, OR 97223. WFG National Title Insurance Company's telephone number is (800) 334-8885. Email address: [claims@wfgnationaltitle.com](mailto:claims@wfgnationaltitle.com).