



This manual is for the use of issuing attorneys, title agencies and title offices issuing Stewart Title Guaranty Company's Title Insurance Policy. Any other use or reproduction of this manual is prohibited.

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# CONNECTICUT TITLE INSURANCE MANUAL OF CHARGES

## A. GENERAL PROVISIONS

This manual of charges contains recommended charges for title insurance by Stewart Title Guaranty Company ("Stewart" or "Underwriter") for the state of Connecticut. The charges hereinafter set out are basic charges for title insurance only and do not include charges for searches, examinations, abstracts, attorneys' fees, escrow or closing services, inspections or other services charged by local attorneys, surveyors, abstractors, or abstract companies. The charges are recommended minimum charges and additional charges shall be made when an unusual condition of title exists or when special risks are insured. In the event such charges are made, agreement thereto must be obtained in advance from the person or entity obligated to pay all or any part of such charges.

Additional endorsements for special or unusual risks that are requested by the insured and acceptable to the Underwriter may be issued and charged for at a price agreed upon by the Underwriter and the insured.

To compute any insurance charge on a fractional thousand of insurance (except as to minimum charges) multiply the fractional thousand by the charge per thousand applicable, considering any fraction of \$1,000 as to a full \$1,000.

A charge calculated under the terms of this manual which ends in \$0.49 or lower will be rounded down to the nearest dollar; amounts ending in \$0.50 or higher will be rounded up to the nearest dollar.

The Underwriter reserves the right to decline any application or may at any time on notification to the applicant, cancel any application accepted as long as a binder for insurance has not been issued. The Underwriter may withhold delivery of the policy of title insurance until all applicable charges, as set forth in this manual, have been paid in full.

Notwithstanding the fees and/or charges in the filings by Stewart, special pricing consideration may be given by the Underwriter on transactions involving policies aggregating \$15,000,000 or more on a single risk, based on various factors including geographic location, competitive environment, expenses, reinsurance requirements, and other reasonable considerations, but in no event shall the charge be less than \$0.35 per \$1,000 of liability. Before agreeing or committing to issue a title insurance policy in such transaction, the Underwriter shall require that the gross premium (risk rate) to Stewart, net of reinsurance cost and net of that portion of the charge to the public retained by Stewart's title insurance agent, be no less than \$0.35 per \$1,000 of retained liability.

## DEFINITIONS

**Charge** – The charge is that cost per unit of liability which, when multiplied by the total units of liability, results in the total charge. This charge does not include all of the abstracting or searching fee, examination fee, settlement fees, closing fees, or escrow fees.

**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.

**Full Value of the Land**. The full value of the land is the actual purchase price or, if no 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 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 or by reference, and improvements affixed thereto which by law constitute real property.

**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, collateral mortgage, vendor's lien, or other security instrument relating, at least in part, to land.

**Simultaneous Issuance.** Simultaneous issuance is the issuance of two or more policies on identical land out of the same transaction. The effective dates of the policies must be within a reasonable period of time of each other in order to qualify for a simultaneous issue.

# **B. SCHEDULE OF CHARGES FOR POLICIES**

#### 1. Original Charge for Owner's Policies

- a. An owner's policy, insuring an estate or interest in land, will not be issued for less than full value of the land. An owner's policy insuring a leasehold estate will not be issued for less than the insurable interest of the lessee.
- b. The charge for an original owner's or leasehold owner's policy shall be as follows:

#### Liability Amount

\$20,000 or less \$109.00	
	nousand
\$20,001 and up to \$100,000, add	\$4.36
\$100,001 and up to \$200,000, add	\$4.09
\$200,001 and up to \$500,000 add	\$3.54
\$500,001 and up to \$5,000,000, add	\$3.00
\$5,000,001 and up to \$10,000,000 add	\$2.45
\$10,000,001 and up to \$15,000,000 add	\$1.96
Over \$15,000,000, add	\$1.91*

\*See Section 18 "Negotiable Charge For Commercial Policies"

**NOTE**: Underwriter will provide an Inflation Endorsement upon request for any owner Policy insuring a one-to-four family residence which is owner occupied without additional charge. This endorsement automatically increases the Policy amount by ten percent (10%) of the original Policy Amount on each of the first five anniversaries of the Date of Policy so that the amount of policy on the fifth anniversary of the Date of Policy will be one hundred fifty percent (150%) of the original Policy amount.

#### 2. <u>Reduced Charges – Owner Policy To Foreclosing Lender</u>

Whenever application for an owner policy is made by an insured (or a subsidiary of an insured) where the applicant has acquired title by foreclosure or a deed in lieu of foreclosure with respect to a mortgage insured by any title insurance underwriter authorized to do business in the State of Connecticut, the charge for such policy shall be seventy-five percent (75%) of the regular owner title insurance charge.

### 3. ALTA Homeowner's Policy Of Title Insurance

The charge for this policy will be one hundred ten percent (110%) of the cost of the owner's policy basic charges plus any additional charges, if any as currently approved, for endorsements issued separately or included in the coverage.

#### 4. Simultaneous Issue (Covering Identical Premises)

a. Fee (or Leasehold) and Mortgagee Policies

If an owner policy and a mortgagee policy are issued with respect to the same property and there has been no change in the ownership of the property, there is no charge for the mortgagee policy issued for the same or lesser amount. The charge for both policies shall be the scheduled charge. Where application is made for an owner policy after a mortgagee policy has been issued and charge for such policy is paid, there shall be allowed a full credit on the amount paid against the charge due on the owner policy where such policy can be issued showing the same time, date, legal description and owner as the mortgagee policy. If the mortgagee policy charge will be charged for that portion of the mortgagee policy amount, which is in excess of the owner policy amount, plus the regular scheduled charge for the owner policy.

b. Fee and Leasehold Policies

Charge the scheduled fee charge for the fee policy, plus thirty percent (30%) of the scheduled charge for the Leasehold policy, plus scheduled charge on any excess above amount of fee policy.

c. Two or More Mortgagee Policies

Charge the scheduled mortgagee charge on the aggregate amount of mortgages to be insured.

d. In no event shall the total charges under the foregoing rules be greater than the total regular scheduled charge for such policies.

## 5. Original Charge for Mortgagee's Policies

a. A mortgagee's policy on a first mortgage cannot be issued or reissued for an amount less than the full principal debt. A policy can, however, be issued for an amount up to one hundred twenty-five percent (125%) of the principal debt to reimburse for interest, foreclosure costs, etc.

b. The charges for original mortgagee title insurance shall be as follows:

Liability Amount	
\$20,000 or less \$109.00	
	Thousand
\$20,001 and up to \$100,000, add	\$4.09
\$100,001 and up to \$200,000, add	\$3.82
\$200,001 and up to \$500,000 add	\$3.27
\$500,001 and up to \$5,000,000, add	\$2.73
\$5,000,001 and up to \$10,000,000 add	\$2.18
Over \$10,000,000, add	\$1.64

\*See Section 18 "Negotiable Charge For Commercial Policies"

## 6. <u>Reduced Charges – Refinance Mortgage Only (Does Not Apply to Improved One-To-Four</u> <u>Family Residential Properties That Qualify for the Simplified [Non-Acquisition] Loan Charge</u> <u>in Paragraph 7 Below)</u>

A refinance charge applies for policies insuring a replacement or refinance loan on property subject to an institutional mortgage dated and recorded within the previous ten (10) years. The refinance charge shall be sixty percent (60%) of the original issue charges up to the face amount of the mortgage being refinanced. The original issue charges in the applicable bracket will apply to coverage in excess of the previous mortgage amount. Stewart is under no obligation to seek or make a determination of the existence of a previous policy.

In no event shall the charge for such a policy be less than \$109.00.

## 7. Simplified (Non-Acquisition) Loan Charge

Notwithstanding any other provision herein, for improved one-to-four family residential properties, any ALTA Loan or Expanded Coverage Residential Loan Policy shall be issued as set forth below. This charge shall apply where the loan proceeds are being used for any purpose other than i) the financing of the acquisition of the property in a concurrent purchase transaction; or ii) construction loans.

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Liability Amount	
\$20,000 or less	\$65.00
	housand
\$20,001 and up to \$100,000, add	\$2.29
\$100,001 and up to \$200,000, add	\$2.13
\$200,001 and up to \$500,000 add	\$1.80
\$500,001 and up to \$5,000,000, add	\$1.47
\$5,000,001 and up to \$10,000,000 add	\$1.18
Over \$10,000,000, add	\$0.98

## EXPANDED COVERAGE RESIDENTIAL LOAN POLICY

Liability Amount	
\$20,000 or less	\$72.00
Per Ti	housand
\$20,001 and up to \$100,000, add	\$2.52
\$100,001 and up to \$200,000, add	\$2.34
\$200,001 and up to \$500,000 add	\$1.98
\$500,001 and up to \$5,000,000, add	\$1.62
\$5,000,001 and up to \$10,000,000 add	\$1.30
Over \$10,000,000, add	\$1.08

#### 8. <u>Reduced Charges – Assumed Mortgages</u>

Whenever application is made for insurance of a mortgage, as assumed, and the original mortgage was insured and the premises to be insured are identical, Stewart may accept application, the minimum charge for which insurance shall be thirty percent (30%) of the applicable schedule charge up to the balance of the existing insured mortgage.

In no event shall the charge for such policy be less than \$100.00.

#### 9. <u>Reduced Charges – "Limited Liability" Mortgagee Policy</u>

Where the applicant agrees to accept a mortgagee policy from the Underwriter in which the liability of the Underwriter is limited by the language immediately set forth or by language of similar import which is set forth as an exception in Schedule B of the policy, the charge for such policy shall be sixty percent (60%) of the regular mortgagee title insurance charge for a policy in that amount.

"Defects, liens, encumbrances, interests, adverse claims or other matters affecting the land created, existing or arising prior to (insert date), being the date of acquisition of title to the land by the mortgagor."

#### 10. Modification Of An Insured Loan

Whenever application is made for a policy endorsement affirming or extending coverage of Underwriter's mortgagee policy, by which endorsement Stewart insures the mortgage as modified by a recorded Mortgage Modification Agreement, Stewart may accept application. The following charges apply for any Mortgage Modification Endorsement or endorsements issued:

Effect of Modification	Endorsement Charge
Change of maturity date, or of schedule of payments of principal and interest, or of the applicable rate of interest, or any combination of the above	\$100.00
Increase of indebtedness secured by mortgage	Additional charge based on increase of Policy Amount, computed at lowest applicable marginal charge as provided in Stewart's current Schedule of Charges filed with and approved by the Insurance Department
Increase of indebtedness, plus any change or changes referred to in (a) above	Additional charge based on increase of Policy Amount computed as in (b) above, plus \$100.00.

Effect of Modification	Endorsement Charge
Extension of the lien of the insured mortgage to one or more additional parcels of land as additional security for the mortgage indebtedness.	\$150.00 for the first additional parcel added to the coverage of the policy as endorsed, plus \$50.00 for each additional parcel so added to the coverage of the policy, up to a maximum fee of \$550.00 per endorsement.
Modifications to correct omissions on scrivener's errors in original mortgage.	No charge

Stewart may charge a work charge in an amount agreed upon by the Underwriter and the insured where the modification is not included in one of the above categories or where special risks are involved.

#### 11. Home Equity Policy

The Home Equity Policy is a limited form of coverage available to consumer lenders involving a limited search of title to report only those instruments of record which should be of use to consumer lenders in the process of making loans to individuals for various purposes. A policy issuing office, agent, or approved attorney may issue a Home Equity Loan Policy for those mortgages where only limited coverage not exceeding \$100,000 is desired by the insured.

The charge for this policy shall be \$2 per \$1,000 of liability.

#### 12. Foreclosure Insurance Policy

The ALTA Limited Pre-Foreclosure Policy is a policy to be issued prior to foreclosure and would be issued to a foreclosing lender, trustee (in deed of trust states), and/or lender's attorney. The policy insures as to various title matters according to the public records: (1) the ownership of the land; (2) leases, options, or contracts to purchase; (3) notices of bankruptcy; (4) notices of default or foreclosure; (5) defects or encumbrances recorded after the foreclosing mortgage; and (6) addresses and assignments of the above matters or claimants. The Policy is issued in anticipation of a foreclosure of a mortgage and provides the mortgagee with record information regarding those persons who should be joined in a foreclosure action or who should be notified of a foreclosure. Continuation of coverage could be provided by an ALTA Limited Pre-Foreclosure Policy Date Down Endorsement. The charge for the policy shall be fifty percent (50%) of the Basic Mortgagee Policy charge with a minimum charge of \$50. A credit of fifty percent (50%) of the charge paid for the Policy and Date Down Endorsement would be provided on one Owner's Policy issued at the Foreclosure Sale or to the purchaser from the original purchaser if the new policy is issued within twenty-four (24) months after the recordation of the Foreclosure Sale Deed.

## 13. <u>ALTA Residential Limited Coverage Junior Loan Policy and ALTA Short Form Residential</u> <u>Limited Coverage Junior Loan Policy</u>

Upon application, Underwriter may insure the ALTA Residential Limited Coverage Junior Loan Policy or the ALTA Short Form Residential Limited Coverage Junior Loan Policy to an insured affording limited liability based upon a search for specific types of interest shown by the public record.

The charge for the Limited Coverage Junior Loan Policy shall be \$2.25 per \$1,000, with a minimum charge of \$100.00

#### 14. Stewart Master Residential Loan Policy Schedule A & B

These schedules are to be issued with the American Land Title Association Loan Policy (o6/17/o6). Together, they are designed to insure only equity loans on the primary residence or secondary residence of the owner/borrower. Coverage under the policy is not available for any first liens or for refinances of first liens on primary residences or secondary residences or any other type of property owned by the borrowers. The charges for the policy will be as follows:

Range of Liability	Fee
Up to \$25,000 of liability written	\$25
Over \$25,000 and up to \$250,000	\$65
Over \$250,000 and up to \$500,000	\$125

#### 15. <u>ALTA Short Form Residential Loan Policy With Addendum and ALTA Short Form Residential</u> <u>Loan Policy – Current Violations</u>

The ALTA Short Form Residential Loan Policy insures the lender making a mortgage loan on a one-to four family residence or condominium unit. The Policy is an abbreviated short form version of the current ALTA Loan Policy, which is designed to be delivered to the lender at closing. The policy contains exceptions to taxes, covenants and restrictions, easements, reservations of minerals or mineral rights, and offers certain assurances with respect to those exceptions desired by lenders. The policy addendum can be used to set forth additional exceptions.

The ALTA Short Form Residential Loan Policy - Current Violations (04-02-15) is issued to a lender making a loan secured by a one-to-four family residential lot or condominium. This policy insures against violations of covenants, conditions, or restrictions at Date of Policy.

The charge for these policies is the same as the charges for the original mortgagee's policy set out in this manual.

#### 16. Short Form Commercial Loan Policy

This policy is similar to the ALTA Short Form Residential Loan Policy which is available on residential transactions. The Short Form Commercial Loan Policy allows lenders making loans secured by commercial real estate faster access to obtaining their policy as well as experiencing savings in time and money by using this form of policy.

The charge for this policy will be the currently approved charge for the standard ALTA mortgagee's policy, plus the filed charge, if any as currently approved, for any endorsement as indicated for use in Schedule A of the policy.

## 17. <u>ALTA Expanded Coverage Residential Loan Policy, ALTA Expanded Coverage Residential</u> <u>Loan Policy-Current Assessments, and ALTA Short Form Expanded Coverage Residential</u> <u>Loan Policy, ALTA Short Form Expanded Coverage Residential Loan Policy-Current</u> <u>Assessments</u>

The ALTA Expanded Coverage Residential Loan Policy - Current Assessments provides additional coverage to lenders for certain assessments imposed at Date of Policy.

The ALTA Short Form Expanded Coverage Residential Loan Policy - Current Assessments is the Short Form version of the ALTA Expanded Coverage Residential Loan Policy. It incorporates the

insuring provisions, exclusions and conditions of that ALTA policy. It provides additional coverage to lenders for certain assessments imposed at Date of Policy.

The charges for these ALTA Expanded Coverage policies will be one hundred ten percent (110%) of the charge applicable for the Basic Loan (Mortgagee) Policy, currently approved for Connecticut, plus any additional charges for endorsements, if any, issued separately or included in the ALTA Expanded Coverage Residential Loan Policy coverages.

#### 18. Negotiable Charge For Commercial Policies

Whenever application is made for either owner's or mortgagee policies in the amount of \$15,000,000 or more, Underwriter may negotiate the charge for the policy(ies), including any endorsements. This provision applies regardless of the number of properties to be insured under such policy(ies), but it does not apply to any application for insurance of a property improved with a one- to four-family residential dwelling.

Provided that in no event shall the negotiated charge reduce the remittance to be received by Underwriter, which is forty percent (40%) of the scheduled charge.

#### 19. Nonprofit and Governmental Charge

Whenever application is made for a policy and the insured borrower, in the case of a mortgagee policy, or the insured owner, in the case of an owner's policy, is (a) a charitable or nonprofit entity or (b) a governmental entity (the United States of America or the State of Connecticut, or any department, agency or political subdivision thereof), the charge shall be seventy-five percent (75%) of the applicable scheduled charge provided that the charge for such policies is paid by such charitable, non-profit or governmental entity.

#### 20. Special Risk Coverage

Underwriter may charge an additional risk charge for coverage which it considers to be not ordinarily assumed through the issuance of its title insurance policies. By way of illustration and not limitation, such risks may include matters pertaining to zoning, usury and doing business.

Where Underwriter has determined that a risk covered by a particular endorsement for which a charge is set forth in this manual (including, by way of illustration and not limitation, poses no risk beyond that ordinarily assumed through the issuance of its title insurance policies, Underwriter may issue such endorsement at no charge.

#### 21. Bulk Rates

Whenever application is made for owner's and/or mortgagee policies on units in residential common interest communities or on lots in a residential subdivision, and four or more units or lots with common liabilities are to be insured, either as part of the same transaction or as separate transactions, Underwriter may accept application therefor, and the charge shall be eighty percent (80%) of the applicable scheduled charge.

In no event shall the charge for each such policy (including any simultaneously issued mortgagee policy) be less than \$100.

The bulk rate shall apply only to the initial sale, mortgage or lease of such units or lots following creation of the common interest community or the subdivision.

## 22. ALTA Residential Limited Coverage Mortgage Modification Policy

The ALTA Residential Limited Coverage Mortgage Policy may be issued in connection with a modification of a mortgage by an institutional lender covering one-to-four residential real property or condominiums. The charge for the ALTA Residential Limited Coverage Mortgagee Policy shall be \$150.00. The rate shall not include any charges for separate services, including abstracting or search services, or recording, that are provided to institutional lenders.

#### C. MINIMUM INSURANCE RULES

- 1. **Mortgagees**: Full unpaid principal amount. For mortgage made by the United States Government or any of its agencies which cover personal property and fixtures, insurance may be less than the sum of the mortgage but in no event less than ninety percent (90%) of the Government's appraised value of the land and improvements to the real property.
- 2. Mortgages Assigned as Collateral: The amount of the collateral loan.

#### 3. Fee Ownership:

- a. Purchase: Contract price including the aggregate unpaid principal sum of mortgage liens thereon consummation of purchase transaction, plus, in the event purchase is subject to unpaid taxes or tax liens, the aggregate amount of said taxes and tax liens with the penalties thereon.
- b. In Possession: A fair and reasonable value but not less than the aggregate unpaid principal sum of mortgages, whichever is greater.
- c. Exchange Contract: Contract price, including aggregate unpaid principal sum of mortgage liens, or a fair and reasonable value, but not less than the aggregate unpaid principal sum of mortgages, whichever is greater.
- d. Contemplated Improvements (Fee Insurance): Whenever applicant for fee insurance applies for policy to cover the cost of contemplated improvements to the premises, determine the minimum insurance as in paragraph (a) to (d) immediately preceding and add the cost of the contemplated improvement. If the cost of such improvement has not been or cannot be determined, an amount not less than five (5) times the "minimum insurance" as determined by said paragraphs (a) to (d) may be substituted for such cost, and the policy shall include a statement that its insurance amount has made provision for the cost of such contemplated improvement.
- 4. Leaseholds (Includes Co-operative Apartments):
  - a. Aggregate amount of rents for the ten (10) years immediately following the closing of the lease transaction. On percentage leases, a statement of estimated rentals may be used.
  - b. If the unexpired term is less than ten (10) years, the aggregate amount of rents for such unexpired term.
  - c. In the event of insurance of an assignment of a leasehold, the purchase price therefor, if any, must be added to the minimum insurance requirements of paragraphs (a) and (b) immediately preceding.

- d. Contemplated Improvement (Leasehold Insurance): Whenever applicant for leasehold insurance applies for policy to cover the cost of contemplated improvement to the premises, determine the minimum insurance as in paragraphs (a) to (c) immediately preceding and add the cost of the contemplated improvement. If the cost of such improvement has not been or cannot be determined, an amount not less than five (5) times the "minimum insurance" as determined by said paragraphs (a) to (c) may be substituted for such cost, and the policy shall include a statement that its insurance amount has made provision for the cost of such contemplated improvement.
- e. Sale-Lease Back: When a seller, upon conveying title, simultaneously enters into a lease with the purchaser whose title is being insured, insurance in the amount agreed upon by the applicant and Underwriter may be issued.
- 5. **Fractional Interest In Fee, Leasehold or Mortgage**: Determine amount of insurance as though one hundred percent (100%) ownership and then reduce in the proportion that fractional interest owned, or to be owned by the insured, bears to the entire interest.

#### 6. Covenant Insurance (at the option of the insurer)

#### Proposed New Construction or Alteration

Covenant Insurance is defined to mean any special or affirmative insurance relating to the construction, unenforceability, effect, or non-violation of any restrictive covenants (whether contained in a deed, agreement, mortgage or other instruments), including any restrictive covenant creating an easement or right in the nature of an easement of way, access, setback, light, air or view, excepted in a policy of title insurance.

If Underwriter is willing to accept such risk, its minimum additional charge shall be thirty-five percent (35%) of the applicable charge. If insuring a fee or leasehold interest in vacant land, the cost of the contemplated construction, or the formula for computing same in paragraph C.3(d) or C.4(d) set out in the section 3 and 4 above, whichever is applicable, shall be included in or added to the insured amount and all charges, including this additional minimum charge, shall be based thereon. No additional charge need be made:

- a. If Underwriter has previously issued such affirmative insurance in any form in a policy of title insurance covering the same premises and the same construction or alteration; and
- b. If the Supreme Court of Errors of the State of Connecticut has ruled on a specific set of restrictive covenants and the affirmative insurance is in conformity with said ruling and the property is within the area covered by said ruling.

#### 7. Co-Insurance and Reinsurance

Ordinary Co-Insurance is defined as a transaction under which each co-insurer assumes a designated portion of the liability for the total risk and is liable for only such portion of any loss.

Excess Co-Insurance is defined as a transaction under which primary liability is assumed by one company and the excess liability over and above the primary risk is underwritten by one or more companies and both primary and excess insurers are liable directly to the insured in accordance with the terms of their contracts.

Reinsurance is defined as a contract which one insurer makes with another to protect the first insurer, wholly or partially, against loss or liability by reason of a risk under a separate and distinct contract as insurer if a third party.

For ordinary co-insurance each participant shall charge its pro rata participating share of the charge of this manual applicable to a single policy for the aggregate amount of insurance. Charges for excess co-insurance and reinsurance shall be as mutually agreed upon by the participating companies.

#### 8. Increase in Insurance of Existing Policies

Whenever increase in amount of insurance as of the original date of said policy is applied for as to Underwriter by the holder of a policy of title insurance by Underwriter, to be evidenced by endorsement thereon, such increase in insurance shall comply with the rules set out in this section, Minimum Insurance Rules, under sections 1 through 7 above, and rates charged will be based upon the applicable charge per thousand under scheduled charges in force and effect at the time of the increase.

## D. ENDORSEMENTS

Endorsements for special or unusual risks and other endorsements that are requested by the insured and acceptable to the Underwriter may be issued and charged for at a price agreed upon by the Underwriter and the insured.