

Connecticut Attorneys Title Insurance Company

INSTRUCTIONS FOR CATIC FORM A-109 POST-PURCHASE OWNER POLICY AFFIDAVIT

What is the purpose of this form?

This form is used to underwrite the additional risks associated with an owner's policy which is issued more than 30 days after the insured has purchased the property. It requires that the owner disclose various matters which may affect the title. It must be submitted to CATIC *along with the Owner's Affidavit (CATIC Form A-100)*.

Who must sign it?

This form must be signed by *each* owner of the property. If the owner is a corporation, a duly authorized corporate officer, *acting in his or her individual capacity* (since the corporation itself cannot execute an affidavit), should sign this form. Type the name of the officer, office held and name of the corporation below the signature lines. (Example: John A. Smith, President of the Smith Company, owner.)

How do I use the information generated by this form?

The Exclusions From Coverage printed on the inside of the owner policy jacket exclude, among other things, *defects, liens, encumbrances, adverse claims or other matters known to the insured and not disclosed in writing to the Company prior to the date the insured becomes an insured under the policy*. Accordingly, if you become aware of such matters either because they are disclosed by the owner on this form or otherwise, you must contact one of the CATIC staff attorneys for further instructions before issuing the policy.

What is the effective date of a post-purchase owner policy?

The Date of Policy is the date of the recording of the deed or other instrument by which the insured took title. Accordingly, your title search should run up to that time.

What is the Amount of Insurance of a post-purchase owner policy?

The Amount of Insurance should be the fair market value of the property as of the date that the policy is issued. Also, if the property is used by the insured as his/her residence, the Homeowner's Inflation Protection Endorsement (CATIC Form E-19), which automatically increases the Amount of Insurance by ten percent per year for five years from the Date of Policy, may be attached to the policy. In those cases where the Date of Policy is the recording date, CATIC will construe the Homeowner's Inflation Protection Endorsement to mean that the automatic increases will start on the date that this affidavit is signed rather than the Date of Policy.

POST-PURCHASE OWNER POLICY AFFIDAVIT AND INDEMNITY AGREEMENT

(To Be Used Only When Owner Policy Is Purchased More Than 30 Days After The Acquisition)

State of Connecticut)
) ss. _____ , _____ 20____.
County of)

The undersigned, _____ , owner(s) of premises situated in _____ , Connecticut, and known as _____ , after being duly sworn, depose(s) and say(s) that:

- (1) I/we purchased the above-listed property from _____ (Sellers) on _____ for the purchase price of \$ _____.
- (2) During the time I/we have owned said property, no one has disputed my/our ownership or made any claim of ownership to any part of said property, unless noted below.
- (3) I/we have no knowledge of any encroachments from said property onto any neighbors' properties, or any encroachments by any neighbors onto said property, unless noted below.
- (4) During the time I/we have owned said property, I/we have not given anyone permission or the right to use any part of said property, including but not limited to driveways, parking areas, utility lines or poles, sewer pipes, unless noted below.
- (5) I/we have no knowledge of the use by anyone else of any part of said property without my/our permission, unless noted below.

If there are any such disputes, encroachments, or easements affecting said property, please describe them here. (If none, state "none"). _____

The undersigned make(s) this affidavit with the understanding that CONNECTICUT ATTORNEYS TITLE INSURANCE COMPANY (the Company) will rely upon the truth of the statements made herein when it issues its owner policy of title insurance bearing No. OP _____ insuring the title to the above premises. I/we understand that the Company shall not be liable to me/us under the policy for any title defect, lien, encumbrance, adverse claim or other matter which we either (1) know of as of this date and have not disclosed to you in this affidavit, or (2) which I/we have created, suffered, assumed or agreed to. I/we agree to indemnify and hold the Company harmless for any loss, damage, cost or expense which the Company may sustain by reason of the inaccuracy or untruthfulness of any statement or representation which I/we make to you in this affidavit.

Owner Owner

Subscribed and sworn to, before me, this _____ day of _____ , 20 _____

Commissioner of the Superior Court
Notary Public