

ALTA Homeowner's Policy—Compare the Advantages

		Standard CLTA	ALTA Res	ALTA Homeowner's
1	Someone else owns an interest in your title.	✓	✓	✓
2	Someone else has rights affecting your title from leases, contracts or options.	✓	✓	✓
3	Someone claims title rights arising out of forgery or impersonation.	✓	✓	✓
4	Someone else has easement on the land.		✓	✓
5	Someone else can limit your use of the land.		✓	✓
6	Your title is defective.		✓	✓
7	Any of covered items 1 through 6 occurring after policy date.			✓
8	Someone has a lien on your title including:		✓	✓
	a. Mortgage;	✓	✓	✓
	b. Judgments, state or federal tax lien, or special assessment;	✓	✓	✓
	c. Charge by homeowners or condominium association; or		✓	✓
	d. Mechanic's Lien, occurring before or after policy date.		✓	✓
9	Someone has an encumbrance on your title.			✓
10	Someone else claims rights based on fraud, duress, incompetency, incapacity affecting your title.	✓	✓	✓
11	Lack of both actual vehicular and pedestrian access to and from the land based on a legal right.			✓
12	You must correct or remove any existing violation of any covenant, condition, restrictions even if these matters are excepted in Schedule B.			✓
13	Your title is lost or taken because of the violation of a covenant, condition, or restriction which occurred before you acquired your title even if the exception appears in Schedule B as an exception.			✓
14	* An existing violation of a subdivision law or regulation affecting the land and as a consequence:			✓
	a. You cannot obtain a building permit			✓
	b. You are forced to correct or remove the violation; or			✓
	c. Someone has a legal right to, and does refuse to perform a contract to purchase, lease or make a mortgage loan on the land.			✓
15	* You must remove or remedy any existing structures other than boundary walls or fences because of the failure to obtain a building permit.			✓
16	* You must remove or remedy existing structure because of a violation of existing zoning law or regulation.			✓
17	Land cannot be used as single-family residence because of the violation of an existing zoning law or regulation.			✓
18	* You must remove existing structures because of an encroachment onto your neighbor's land. If structures are boundary walls and fences, coverage is limited by a deductible.			✓
19	Someone has a legal right to purchase, lease or make a mortgage on the land and refuses because neighbor's existing structures encroach on the land.			✓
20	Forced removal of existing structures because of encroachment onto easement or over building set back line even if shown as a Schedule B exception.			✓
21	Damage to existing structures by exercise of any right to use or to maintain any easement affecting land even if shown as a Schedule B exception.			✓
22	Damage to existing improvements including lawn, shrubbery, and trees resulting from, right to use surface of land to extract water, minerals or any other substance even if shown as a Schedule B exception.			✓
23	Someone tries to enforce a discriminatory covenant, condition, or restriction that they claim affects your title.			✓
24	Assessment of supplemental real estate taxes not previously assessed against the land for any period prior to the policy date because of construction or a change of ownership or use occurring before policy date.	✓	✓	✓
25	Neighbor builds structures after policy date – except boundary walls or fences which encroach on land.			✓
26	An unmarketable title which allows someone else to refuse to purchase the land, lease it, or make a mortgage on it.			✓
27	A document on which your title is based is invalid because it was not properly signed, sealed, acknowledged, delivered, or recorded.	✓	✓	✓
28	The residence with the address shown in Schedule A is not located on the land.			✓
29	The map, if any, attached to this policy does not show the correct location of the land according to the public record.			✓

*SUBJECT TO DEDUCTIBLE AND A MAXIMUM INDEMNITY LIABILITY, WHICH MAY BE LESS THAN INDEMNITY AMOUNT.

Because of the nature of location of certain properties, an inspection of the property may be necessary to determine if additional exceptions from coverage need to be shown in Schedule B of the ALTA Residential Policy or ALTA Homeowner's Policy, which will be noted in the preliminary report. The foregoing table is intended to highlight only some important aspects of coverage and is not to be construed as expanding or limiting the coverage as set forth in the before-mentioned policies. Copies of these policies are available upon request. Decisions on coverage should be made only after review of the policies themselves.