

SERFF Tracking Number: LDRC-125406569 State: Arkansas  
Filing Company: Old Republic National Title Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number:  
TOI: 34.0 Title Sub-TOI: 34.0000 Title  
Product Name: Closing Protection Letter  
Project Name/Number: cpl/

## Filing at a Glance

Company: Old Republic National Title Insurance Company

Product Name: Closing Protection Letter

TOI: 34.0 Title

Sub-TOI: 34.0000 Title

Filing Type: Form

Effective Date Requested (New): 01/01/2008

Effective Date Requested (Renewal):

State Filing Description:

SERFF Tr Num: LDRC-125406569

SERFF Status: Closed

Co Tr Num:

Co Status:

Authors: Elise Reed, Heidi Majors

Date Submitted: 12/28/2007

State: Arkansas

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding

Disposition Date: 01/07/2008

Disposition Status: Approved

Effective Date (New): 01/01/2008

Effective Date (Renewal):

## General Information

Project Name: cpl

Project Number:

Reference Organization:

Reference Title:

Filing Status Changed: 01/07/2008

State Status Changed: 01/07/2008

Corresponding Filing Tracking Number:

Filing Description:

Closing Protection Letter filing along with fee.

Status of Filing in Domicile: Not Filed

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

## Company and Contact

### Filing Contact Information

Elise Reed, Associate Regulatory Counsel  
400 Second Avenue South

ereed@oldrepublictitle.com  
(800) 328-4441 [Phone]

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Minneapolis, MN 55401 (612) 371-1124[FAX]

**Filing Company Information**

Old Republic National Title Insurance Company CoCode: 50520 State of Domicile: Minnesota  
400 Second Avenue South Group Code: 50520 Company Type: Title  
Minneapolis, MN 55401 Group Name: Old Republic State ID Number: 50520  
(800) 328-4441 ext. 7061[Phone] FEIN Number: 41-0579050  
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: 50.00 PER FORM FILING  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Old Republic National Title Insurance Company	\$50.00	12/28/2007	17281835

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	01/07/2008	01/07/2008

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Please consider waiving the 20-day waiting period	Note To Reviewer	Elise Reed	01/04/2008	01/04/2008

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## Disposition

Disposition Date: 01/07/2008

Effective Date (New): 01/01/2008

Effective Date (Renewal):

Status: Approved

Comment: 20 day waiting period has been waived to use the forms.

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Effective date request	Approved	Yes
Form	CLOSING PROTECTION LETTER	Approved	Yes

*SERFF Tracking Number:* LDRC-125406569 *State:* Arkansas  
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**Note To Reviewer**

**Created By:**

Elise Reed on 01/04/2008 02:40 PM

**Subject:**

Please consider waiving the 20-day waiting period

**Comments:**

Ms. Rawlins, given the fact that the rule-making that created the need to file this form happened so late in the year, we were hoping it would be possible for the 20-day waiting period for use of this form to be waived. Please let me know as soon as possible. We are anxious to use this form.

Thank you!

Elise Reed

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	CLOSING PROTECTION LETTER	ORT 4450	12-28-2007	Other	New		0.00	4450 Arkansas CPL 12-28-07 _5_.pdf

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**CLOSING PROTECTION LETTER**

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

Name and Address of Addressee:

Date:

Name of Issuing Agent or Approved Attorney (hereafter, "Issuing Agent" or "Approved Attorney", as the case may require):

*[Identity of settlement agent and status as either Issuing Agent or Approved Attorney appears here.]*

Re: Closing Protection Letter

Dear

Old Republic National Title Insurance Company (the "Company") agrees, subject to the Conditions and Exclusions set forth below, to reimburse you for actual loss incurred by you in connection with closings of real estate transactions conducted by the Issuing Agent or Approved Attorney, provided:

- (A) title insurance of the Company is specified for your protection in connection with the closing; and
- (B) you are to be the (i) lender secured by a mortgage (including any other security instrument) of an interest in land, its assignees or a warehouse lender, (ii) purchaser of an interest in land, or (iii) lessee of an interest in land

and provided the loss arises out of:

1. Failure of the Issuing Agent or Approved Attorney to comply with your written closing instructions to the extent that they relate to (a) the status of the title to that interest in land or the validity, enforceability and priority of the lien of the mortgage on that interest in land, including the obtaining of documents and the disbursement of funds necessary to establish the status of title or lien, or (b) the obtaining of any other document, specifically required by you, but only to the extent the failure to obtain the other document affects the status of the title to that interest in land or the validity, enforceability and priority of the lien of the mortgage on that interest in land, and not to the extent that your instructions require a determination of the validity, enforceability or the effectiveness of the other document, or
2. Fraud, dishonesty or negligence of the Issuing Agent or Approved Attorney in handling your funds or documents in connection with the closings to the extent that fraud, dishonesty or negligence relates to the status of the title to that interest in land or to the validity, enforceability, and priority of the lien of the mortgage on that interest in land.

If you are a lender protected under the foregoing paragraph, your borrower, your assignee and your warehouse lender in connection with a loan secured by a mortgage shall be protected as if this letter were addressed to them.

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## Conditions and Exclusions

1. The Company will not be liable to you for loss arising out of:
  - A. Failure of the Issuing Agent or Approved Attorney to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in the binder or commitment shall not be deemed to be inconsistent.
  - B. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except as shall result from failure of the Issuing Agent or the Approved Attorney to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
  - C. Defects, liens, encumbrances or other matters in connection with your purchase, lease or loan transactions except to the extent that protection against those defects, liens, encumbrances or other matters is afforded by a policy of title insurance not inconsistent with your closing instructions.
  - D. Fraud, dishonesty or negligence of your employee, agent, attorney or broker.
  - E. Your settlement or release of any claim without the written consent of the Company.
  - F. Any matters created, suffered, assumed or agreed to by you or known to you.
2. If the closing is to be conducted by an Approved Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instructions to the Approved Attorney.
3. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of this right of subrogation.
4. When the Company shall have reimbursed you pursuant to this letter, it shall be entitled to recover any amount so paid to you for which you have received reimbursement from any third party. Liability of the Company shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right to reimbursement.
5. The Issuing Agent is the Company's agent only for the limited purpose of issuing title insurance policies. Neither the Issuing Agent nor the Approved Attorney is the Company's agent for the purpose of providing other closing or settlement services. The Company's liability for your losses arising from those other closing or settlement services is strictly limited to the protection expressly provided in this letter. Any liability of the Company for loss does not include liability for loss resulting from the negligence, fraud or bad faith of any party to a real estate transaction other than an Issuing Agent or Approved Attorney, the lack of creditworthiness of any borrower connected with a real estate transaction, or the failure of any collateral to adequately secure a loan connected with a real estate transaction. However, this letter does not affect the Company's liability with respect to its title insurance binders, commitments or policies.
6. Either the Company or you may demand that any claim arising under this letter be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association, unless you have a policy of title insurance for the applicable transaction with an Amount of Insurance greater than \$2,000,000. If you have a policy of title insurance for the applicable transaction with an Amount of Insurance greater than \$2,000,000, a claim arising under this letter may be submitted to arbitration only when agreed to by both the Company and you.
7. You must promptly send written notice of a claim under this letter to the Company at its principal office at 400 Second Avenue South, Minneapolis, Minnesota 55401. The Company is not liable

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for a loss if the written notice is not received within one year from the date of the closing.

8. The protection herein offered extends only to real property transactions in Arkansas.

Any previous closing protection letter or similar agreement is hereby cancelled, except for closings of your real estate transactions for which you have previously sent (or within 30 days hereafter send) written closing instructions to the Issuing Agent or Approved Attorney.

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

**By:** \_\_\_\_\_

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## **Rate Information**

Rate data does NOT apply to filing.

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## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 01/07/2008

**Comments:**

**Attachment:**

PCtrans.pdf

**Satisfied -Name:** Effective date request **Review Status:** Approved 01/07/2008

**Comments:**

Given that the new law goes into effect on 1-1-08, we would appreciate it if you could please waive the 20 day waiting period for use of this form and rate. Or, could you please allow us to continue to use our standard CPL's if requested by a lender.

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b>	<b>Group NAIC #</b>

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

<b>5. Company Tracking Number</b>	
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail

7. Signature of authorized filer	
8. Please print name of authorized filer	

**Filing information** (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: <input type="text"/> Renewal: <input type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
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21.	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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22.	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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**Check #:**  
**Amount:**

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

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## FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)  
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	
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<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1