



2024 NH Agency Seminar

May 7, 2024
Manchester, NH

FNF New Hampshire Office:

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Bedford, NH 03110
(603) 641-0200

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Agency Seminar

Tuesday, May 7, 2024

The Derryfield Country Club - 625 Mammoth Road, Manchester, NH 03104

4 NH CLE credits, including 1 Ethics credit

Speakers



Standing Out in a Sea of Sameness

Sam Trimble

VP, Strategic Growth & Development
FNF Family of Companies



AI: The Good, The Bad & The Ugly

Rick Diamond

VP, Agency Technology
FNF Family of Companies



Vacant Land Fraud: Property Sales Fraud

Special Agent Kimberly Blackwood

Federal Bureau of Investigation
Boston Division, Bedford Resident Agency



Ask the Underwriters

Katie Button

VP, State Underwriting Counsel
FNF Family of Companies



Jennifer Shea,

AVP, Senior Underwriting Counsel
FNF Family of Companies



SCAN ME



**NEW HAMPSHIRE
AGENCY**



Meet the Speaker

Sam Trimble, Vice President of Strategic Growth & Development

FNF Family of Companies

Sam helps companies grow. As VP of Strategic Growth & Development with Fidelity National Financial, Sam has worked with hundreds of title companies, law firms and lenders and thousands of real estate agents across the United States helping them navigate the constantly shifting sectors of marketing, sales and technology. One size does not fit all and Sam brings simple, executable and attainable steps that can help any real estate industry related business grow its client base and create raving fans of its current customers, regardless of market conditions.

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Rick Diamond Vice President, Agency Technology

FNF Family of Companies

Rick currently serves as Vice President of Information Technology, Agency Operations Fidelity National Financial. Rick is involved in all I.T. initiatives in the company's agency operations nationwide. Rick maintains dialogue with agents and speaks throughout the country about technology, Digital Closing processes, Data Security, Wire Fraud, I.T. trends and ways to use technology to assist in title processing and compliance. He consults with agents in many aspects of technology with the main focuses being; how to make the relationship easier between Title Agents and FNF through technology, how to streamline back office procedures to save time, money and to be more efficient, data security to protect the agents as well as their businesses, helping agents' clients close on their terms and how to use technology to grow their business.

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The Property:

	MAINE	MASSACHUSETTS	NEW HAMPSHIRE	VERMONT
Residential Use	Yes	Yes	Yes	Yes
Second Home/Vacation Home	Yes	Yes	Yes	Yes
New Construction/ Construction Loan	Yes, with construction specific requirements and exceptions.*	No	No	No
Leasehold, Commercial Use or Farm Land	No	No	No	No
Raw Land	No	No	No	No
Manufactured Housing	Yes, if permanently affixed to land owned by same owner and obtain MH affidavit.	No	Yes, if permanently affixed to land owned by same owner.	Yes, if permanently affixed to land owned by same owner.
Property with known zoning, building, boundary or restriction issues	No	No	No	No
Legal description with ambiguous boundaries	No, unless satisfactory boundary sketch/plot plan provided.	Yes, if no indication of boundary disputes or overlaps.	Yes, if no indication of boundary disputes or overlaps.	No
Known Encroachments	Yes, with exception for encroachment.	No	Yes, with exception for encroachment	No

*See [Maine-specific construction checklist](#), updated for the 2021 policies.

The Insured:

	MAINE	MASSACHUSETTS	NEW HAMPSHIRE	VERMONT
Owner is an entity NOT created for estate planning purposes.	No	No	No	No
Owner is a Trust or other entity created for estate planning purposes.	Yes	Yes	Yes	Yes
Junior Mortgage	No	No	No	No
Private Lender	Yes	No	No	No

The Requirements:

	MAINE	MASSACHUSETTS	NEW HAMPSHIRE	VERMONT
Plot Plan	Yes, for new construction. No, for existing improvements.	Yes, for Owner Policy. No, for Loan only Policy.	No	Yes, for Owner Policy. No, for Loan only Policy.
Expanded Title Affidavit	Yes, or plot plan.	No	Yes	Yes
Separate assessed tax lot	Yes, for existing improvements. **	Yes	Yes	Yes
Verified street address	Yes	Yes	Yes	Yes
Condo/HOA dues and taxes paid current	Always required	Always required	Always required	Always required
Verify driveway access to a public street	Yes	Yes	Yes	Yes
Expanded Loan with simultaneous Standard Owner	Yes	Yes	Contact NH office for pricing	Yes

**If not separately assessed yet due to recent subdivision, collect and pay the taxes for the entire pre-subdivision parcel for the full tax year.

ALTA Homeowner's Policy

COMPARE THE ADVANTAGES

There are generally 2 types of title policies that are issued to insure ownership of your home. The information below will help you understand the coverage variations. The American Land Title Association (ALTA) Homeowner's Policy has the most coverage available, but not all policy types may be available in each state. Discuss your selection with your local title provider.



		ALTA Standard Owners	ALTA Home- owners
1	Someone else owns an interest in your title	√	√
2	Someone else has rights affecting your title because of recorded leases, contracts, or options	√	√
	Someone else has rights or claims based upon possession under an unrecorded lease or month-to-month tenancy		√
3	Someone claims to have rights affecting your title because of forgery or impersonation	√	√
4	Someone else has a recorded easement on the land	√	√
	Someone else has an unrecorded easement on the land		√
5	Someone else has a right to limit your use of the land	*	√
6	Your title is defective. Some examples of these defects are:	√	√
	Someone else's failure to have authorized a transfer or conveyance of your title	√	√
	A defective judicial or administrative proceeding	√	√
	A document (including an electronic document) on which your title is based	√	√
	was signed using a falsified, expired, or otherwise invalid power of attorney	√	√
	was not properly authorized, executed, created, signed, witnessed, sealed, acknowledged, notarized	√	√
	(including by remote online notarization), or delivered		
	was not properly filed, recorded, or indexed in the Public Records	√	√
	The repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law	√	√
7	Any of Covered Risks 1 through 4 occurring after the policy date.		√
8	Someone else has a lien on your title including a:		
	Lien of real estate taxes or assessments imposed on your title by a governmental authority that are due or payable, but unpaid;	√	√
	Mortgage;	*	√
	Judgment, state or federal tax lien;	*	√
	Charge by homeowner's or condominium association assessed prior to policy date; or	*	√
	Statutory Lien, attaching before or after the policy date, for service, labor, material, or equipment furnished in connection with an improvement or work related to the Land and furnished before the policy date	*	√
9	Someone else has an encumbrance on your title	*	√
10	Someone else claims to have rights affecting your title because of fraud, duress, incompetency, or incapacity	**	√
11	You do not have actual vehicular and pedestrian access to and from the land, based upon a legal right	**	√
12	You are forced to remove or remedy a violation existing at the policy date of any covenant, condition or restriction affecting the land, even if it is excepted in Schedule B		√/***

		ALTA Standard Owners	ALTA Home- owners
13	Your title is lost because of a violation existing at the policy date of a covenant, condition or restriction, even if it is excepted in Schedule B		√
14	The violation or enforcement of any law, ordinance, permit or government regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described in a notice recorded in the Public Records, that identifies a restriction, regulation, or prohibition relating to: the occupancy, use, or enjoyment of the land; the character, dimensions, or location of an improvement on the land; the subdivision of the land; or Environmental remediation or protection on the land	√ √ √ √	**** √ √ √ √
15	An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described in a notice recorded in the Public Records	√	√****
16	Because of a violation existing at the policy date of a State or Municipal subdivision law or State or Municipal subdivision regulation affecting the land: You are unable to obtain a building permit from a Municipal authority; You are ordered by a State or Municipal authority to remove or remedy the violation; or Someone else refuses to perform a contract to purchase the land, lease it or make a mortgage loan on it based on that violation		**** √ √ √
17	You lose your title because of the right to take the land by condemning it, if: There is a notice of the exercise of the right recorded in the Public Records and the notice describes any part of the land; or The taking happened before the policy date and is binding on you if you bought the land without knowing of the taking	√ **	√ √
18	You are ordered by a State or Municipal authority to remove or remedy your existing structures – other than boundary walls or fences – because any portion was built without obtaining a building permit from the proper Municipal authority		√****
19	You are ordered by a State or Municipal authority to remove or remedy your existing structures, because they violate an existing State or Municipal zoning law or zoning regulation		√****
20	You are not able to use the land because use as a single-family residence violates an existing State or Municipal zoning law or zoning regulation		√
21	You are forced to remove your existing structures because they encroach onto your neighbor's land		√****
22	Someone else exercises a legal right refusing to perform a contract to purchase the land, lease it or make a mortgage loan on it, because your neighbor's existing structures encroach onto the land		√
23	You are forced to remove your existing structures, which encroach onto an easement or over a building set-back line, even if the easement or building set-back line is excepted in Schedule B		√
24	Your existing structures are damaged because of the exercise of the right to maintain or use any easement affecting the land, even if the easement is excepted in Schedule B		√
25	Your existing improvements, are damaged because of the future exercise of a right to use the surface of the land for the extraction or development of oil, gas, minerals, groundwater or any other subsurface substance, even if those rights are excepted or reserved from the description of the land or excepted in Schedule B		√
26	Someone else tries to enforce a discriminatory covenant, condition or restriction that they claim affects your title which is based upon race, color, religion, sex, handicap, familial status, or national origin	√	√
27	A State or Municipal taxing authority assesses supplemental real estate taxes not previously assessed against the land for any period before the policy date because of construction or a change of ownership or use that occurred before the policy date	**	√
28	Your neighbor builds any structures after the policy date – other than boundary walls or fences – which encroach onto the land		√
29	Your title is unmarketable, which allows someone else to refuse to perform a contract to purchase the land, lease it or make a mortgage loan on it	√	√
30	Someone else owns an interest in your title because a court order invalidates a prior transfer of the title under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law	**	√
31	The residence with the address shown in Schedule A is not located on the land at the policy date		√
32	The map, if any, attached to the policy does not show the correct location of the land according to the Public Records		√
33	Your coverage continues in full force and effect after you convey title to into Living Trust	√	√
34	Your coverage continues in full force and effect after you convey title to your wholly owned corporation, partnership, or LLC	√	

For use in the following states: AL, AK, AR, CT, D.C., DE, GA, ID, IN, KS, KY, LA, MA, ME, MD, MS, MO, NE, NH, NC, OH, RI, SC, TN, UT, VT, VA, WI and WY.

* The ALTA standard coverage Owner's Policy only provides coverage in these risk areas against recorded documents, and not for all risks.

** The policy only provides coverage here in certain limited circumstances, and not as broadly covered as the Homeowner's Policy.

*** This coverage does not extend to any violation that relates to (a) any obligation to perform maintenance or repair on the land; or (b) environmental protection of any kind, including hazardous or toxic conditions or substances, unless there is a notice recorded in the Public Records, describing any part of the land, claiming a violation exists. Our liability for this coverage is limited to the extent of the violation stated in that notice.

**** Our liability for this coverage is limited as stated in the Policy, which may be less than your actual loss or the Policy Amount.

Because of the nature of and 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 chart 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 a complete review of all of the language of the policies themselves.