



EAGLE Protection® Vehicle Title Insurance Policy

Description of Vehicle:



ISSUED BY

First American Title Insurance Company

To _____ (the "Named Insured")

As stated more particularly elsewhere in this *EAGLE Protection*® Policy, We insure You against Actual Monetary Loss, up to the fair market retail value of the Vehicle as of the Policy Date, not to exceed \$_____, and will provide a defense, including costs, attorneys' fees and expenses, resulting from the Covered Title Risks.

SELLER'S ASSIGNMENT OF POLICY

This Policy is hereby assigned to:

Buyer: _____

Address: _____

who is also the initial transferee of the Seller of the Vehicle. When the Seller executes this Assignment, the Buyer shown above becomes an additional Insured under this Policy.

Seller Date of Assignment

Seller

This Assignment can be made only if the Vehicle is sold or the Title otherwise transferred within 120 days after the Policy Date shown above, and in accordance with the Seller's Assignment of Policy provisions of paragraph 10 of the Conditions on page 3 of this Policy. Read those provisions carefully.

First American Title Insurance Company

By: *Gary L. Kerwell*
President

By: *Mark R. Anderson*
Secretary

Countersignature:



NOTICE: This Policy is not valid without the Vehicle History Summary attached as page 4.

INSURED'S COVERAGE STATEMENT

This Policy insures You, as of the Policy Date, against Actual Monetary Loss, not exceeding the Policy Amount, including any costs, attorneys' fees and expenses provided under this Policy, resulting from the Covered Title Risks set forth below.

Your insurance is effective on the Policy Date. This Policy covers Your Actual Monetary Loss resulting from any risk described under Covered Title Risks if the event creating the risk exists on the Policy Date.

Your insurance is limited by all of the following:

- The Policy Amount.
- Title Defects and Additional Exclusions shown in the Vehicle History Summary.
- Our Duty To Defend Against Legal Actions.
- Exclusions on page 2.
- Conditions on pages 2, 3, and 4.

COVERED TITLE RISKS

The Covered Title Risks are:

1. You do not have Title because the party You purchased the Vehicle from had no legal capacity to transfer Title to You.
2. Someone else has rights affecting Your Title arising out of fraud, forgery or impersonation.
3. Someone else has a lien on Your Title not registered with the DMV for the state where Your Title is registered on the Policy Date.
4. Someone else has rights affecting Your Title arising out of duress, incompetency or incapacity.
5. Your Title is affected by any of the following Title Defects:
 - (a) salvaged title;
 - (b) lemon law title;
 - (c) junked title;
 - (d) prior police title;
 - (e) prior taxi title; or
 - (f) odometer not actual mileage title.
6. There is Odometer Rollback Evidence with a DMV that is not shown in the Vehicle History Summary.
7. There is any other Title Defect affecting Your Title.

OUR DUTY TO DEFEND AGAINST LEGAL ACTIONS

We will defend Your Title in any legal action only as to that part of the action which is based on a Covered Title Risk and which is not excluded from coverage in this Policy. We will pay the costs, attorneys' fees, and expenses We incur in that defense.

We will not pay for any part of the legal action which is not based on a Covered Title Risk or which is excluded from coverage in this Policy.

We can end Our duty to defend Your Title under paragraph 4 of the Conditions.

EXCLUSIONS

You are not insured against any loss, costs, attorneys' fees, and expenses resulting from any Title Defects or Additional Exclusions shown on the Vehicle History Summary and the following:

1. Governmental police power. This exclusion does not limit the coverage described in Covered Title Risk 1.
2. The right, title or interest of any lien holder or lessor registered with any DMV.
3. Risks:
 - (a) that are created, allowed, or agreed to by You;
 - (b) that are Known to You on the Policy Date, but not to Us;
 - (c) that result in no loss to You; or
 - (d) that first occur after the Policy Date.
4. Failure to pay value for Your Title.
5. Any claim arising as a result of the operation of bankruptcy, receivership, assignment for the benefit of creditors, insolvency or similar creditor's rights laws or proceedings, and any laws that operate only in the event of such proceedings, including any claim that is based upon fraudulent transfer or fraudulent conveyance, preferential transfer or the application of the doctrine of equitable subordination.

CONDITIONS**1. DEFINITIONS**

- (a) Actual Monetary Loss - the difference between the fair market retail value of the Vehicle as insured, and the fair market retail value of the Vehicle subject to the Title Defect(s) insured against by this Policy.
- (b) Brand(s) or Branded - words or symbols contained on the vehicle title documents issued by the DMV signifying that the Vehicle has a junked title, salvaged title, rebuilt or reconstructed title, prior police title; prior taxi title, lemon law title, odometer exceeds mechanical limits

title, odometer not actual mileage title, fire damaged title, totaled title, or any other similar Brand or Brands.

- (c) Buyer - the party to whom this Policy is assigned that purchased the Vehicle from the Seller.
- (d) DMV - Motor Vehicle Registration Department, Department of Motor Vehicles, Transportation Department, Department of Transportation, Department of Revenue Division of Vehicles, Motor Vehicle Division or any other similar government agency or department of any state established under state statutes or the laws of the District of Columbia for the specific purpose of registering the ownership of the title to motor vehicles.
- (e) Insured - the Named Insured shown on the face page (page 1) of the Policy, the Buyer and those identified in paragraph 2(c) of these Conditions. The term "Insured" also includes the Lender.
- (f) Lender - the entity that financed Your purchase of the Vehicle.
- (g) Known - things about which You have actual knowledge. The words "Know" and "Knowing" have the same meaning as Known.
- (h) Odometer Rollback Evidence - an officially registered odometer mileage reading with a DMV for the Vehicle that shows less mileage than a previously officially registered odometer reading with a DMV.
- (i) Policy Amount - the fair market retail value of the Vehicle as of the Policy Date, not to exceed the amount shown on the face page (page 1) of this Policy.
- (j) Policy Date - the date shown on the face page (page 1) of this Policy and the date shown in the Vehicle History Summary. In the event this Policy has been assigned in accordance with the Seller's Assignment of Policy provisions described in paragraph 10 of the Conditions, the Policy Date shall be deemed to be the Date of Assignment.
- (k) Seller - the party from whom You purchased the Vehicle.
- (l) Title - ownership of Your interest in the Vehicle.
- (m) Title Defect(s) - one or more Brands or Odometer Rollback Evidence.
- (n) Trust - a trust established by You for estate planning.
- (o) Vehicle - the Vehicle described on the face page (page 1) of this Policy and in the Vehicle History Summary or any other vehicle to which is attached a plate bearing the Vehicle ID number shown in this Policy. Vehicle does not include: (i) optional equipment installed by the Manufacturer or (ii) any modification or changes of any type made to the Vehicle after it was originally manufactured.
- (p) We/Our/Us - First American Title Insurance Company.
- (q) You/Your - the Named Insured shown on the face page (page 1) of the Policy until such time as the Policy has been assigned. After the Policy has been assigned, You/Your also includes the Buyer, Lender and those identified in paragraph 2(c) of these Conditions.

2. CONTINUATION OF COVERAGE

- (a) Provided the Seller is the Named Insured, this Policy insures the Seller even after the Seller has sold the Vehicle and assigned this Policy. All liability to the Seller terminates when the Buyer sells the Vehicle.
- (b) After this Policy has been assigned to You, You are insured for so long as You have not sold or otherwise transferred Your Title. You cannot assign this Policy to anyone.
- (c) This Policy also insures:
 - (1) anyone who inherits Your Title because of Your death;
 - (2) Your spouse who receives Your Title because of dissolution of Your marriage;
 - (3) the trustee or successor trustee of a Trust to whom You transfer Your Title after the Policy Date; or
 - (4) the beneficiaries of Your Trust upon Your death.
- (d) We may assert against those identified in paragraph 2(c) any rights and defenses that We have against You under this Policy.

3. HOW TO MAKE A CLAIM

- (a) Prompt Notice of Your Claim
 - (1) As soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing.
 - (2) Send Your notice to First American Title Insurance Company, 1 First American Way, Santa Ana, California, 92707, Attention: Claims Department, Vehicle Title Insurance Division, or to the office that issued this Policy. Please include the policy number shown on this Policy, and the address where you are located. You must enclose a copy of this Policy. If You are the Buyer and this Policy was assigned to You, You must produce this Policy with the Seller's Assignment of Policy filled out entirely and executed by the Seller. Your production of this Policy is required as one of the conditions of coverage.
 - (3) If You do not give Us prompt notice, Your coverage will be reduced or ended, but only to the extent Your failure affects Our ability to resolve the claim or defend You.
- (b) Proof of Your Loss
 - (1) We may require You to give Us a written statement signed by You describing Your loss which includes:
 - (a) the basis of Your claim;
 - (b) the Covered Title Risks which resulted in Your loss;

- (c) the dollar amount of Your loss; and
 - (d) the method You used to compute the amount of Your loss.
- (2) We may require You to make available to Us records, checks, letters, contracts, insurance policies and other papers or data which relate to Your claim. We may make copies of these papers or data.
- (3) We may require You to answer questions about Your claim under oath.
- (4) If You fail or refuse to give Us a statement of loss, answer Our questions under oath, or make available to Us the papers or data We request, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.

4. OUR CHOICES WHEN WE LEARN OF A CLAIM

- (a) After We receive Your notice or otherwise learn of a claim that is covered by this Policy, Our choices include one or more of the following:
- (1) Pay the claim.
 - (2) Negotiate a settlement.
 - (3) Bring or defend a legal action related to the claim.
 - (4) Pay You the amount required by this Policy.
 - (5) End the coverage of this Policy for the claim by paying You Your Actual Monetary Loss resulting from the Covered Title Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay.
 - (6) End all coverage of this Policy by paying You the Policy Amount then in force and all those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay.
 - (7) Take other appropriate action.
- (b) When We choose the options in paragraphs 4(a)(4), (5) or (6), all Our obligations for the claim end, including Our obligation to defend, or continue to defend, any legal action.
- (c) Even if We do not think that the Policy covers the claim, We may choose one or more of the options above. By doing so, We do not give up any rights.

5. HANDLING A CLAIM OR LEGAL ACTION

- (a) You must cooperate with Us in handling any claim or legal action and give Us all relevant information.
- (b) If You fail or refuse to cooperate with Us, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.
- (c) We are required to repay You only for those settlement costs, attorneys' fees and expenses that We approve in advance.
- (d) We have the right to choose the attorney when We bring or defend a legal action on Your behalf. We can appeal any decision to the highest level. We do not have to pay Your claim until the legal action is finally decided.
- (e) Whether or not We agree there is coverage, We can bring or defend a legal action or take other appropriate action under this Policy. By doing so, We do not give up any rights.

6. LIMITATION OF OUR LIABILITY

- (a) We will pay no more than the lesser of:
- (1) Your Actual Monetary Loss; or
 - (2) the Policy Amount then in force, and any costs, attorneys' fees and expenses which We are obligated to pay under this Policy.
- (b) If We remove the cause of the claim with reasonable diligence after receiving notice of it, all Our obligations for the claim end, including any obligation for loss You had while We were removing the cause of the claim. Regardless of 6(a) above, if You cannot use the Vehicle because of a claim covered by Covered Title Risks 1, 2 and 4 of this Policy, You may rent a reasonably equivalent substitute vehicle and We will repay You for the actual rent You pay, up to a maximum of \$1,000.00 until the earlier of:
- (1) the cause of the claim is removed; or
 - (2) We pay You the amount required by this Policy.
- (c) All payments We make under this Policy reduce the Policy Amount, except for costs, attorneys' fees and expenses and payments made under paragraph 6(b) above.
- (d) If You do anything to affect any right of recovery You may have against someone else, We can subtract from Our liability the amount by which You reduced the value of that right.

7. LIABILITY NON-CUMULATIVE

We have the right to pay Your Lender instead of You. It is expressly understood that the Policy Amount shall be reduced by any amount We may pay to Your Lender and the amount so paid shall be deemed a payment to You.

8. TRANSFER OF YOUR RIGHTS TO US

- (a) When We settle Your claim, We have all the rights You have against any person or property related to the claim. You must transfer these rights to Us when We ask, and You must not do anything to affect these rights. You must let Us use Your name in enforcing these rights.
- (b) We will not be liable to You if We do not pursue these rights or if We do not recover any amount that might be recoverable.
- (c) We will pay any money We collect from enforcing these rights in the following order:
- (1) to Us for the costs, attorneys' fees and expenses We paid to enforce these rights;
 - (2) to You for Your Actual Monetary Loss that You have not already collected;
 - (3) to Us for any money We paid out under this Policy on account of Your claim; and
 - (4) to You whatever is left.
- (d) If You have rights under contracts (such as indemnities, guaranties, bonds or other policies of insurance) to recover all or part of Your loss, then We have all of those rights, even if those contracts provide that those obligated have all of Your rights under this Policy.

9. ENTIRE CONTRACT

This Policy, with any endorsements, if attached, is the entire contract between You and Us. To determine the meaning of any part of this Policy, You must read the entire Policy. Any changes to this Policy must be agreed to in writing by Us. Any claim You make against Us must be made under this Policy and is subject to its terms.

10. SELLER'S ASSIGNMENT OF POLICY

On the face page (page 1) of this Policy, there is a provision for Seller's Assignment of Policy. This Assignment can be made effective only if filled out entirely and executed by the Seller at the time the Vehicle is sold. In order to exercise this one-time right of assignment, the Vehicle must be sold within 120 days after the Policy Date shown on the face page (page 1) of this Policy. If the Vehicle is not sold and the Assignment is not filled out entirely and executed by the Seller all within 120 days after the Policy Date or if the Vehicle is sold but this Policy is not assigned, this Policy cannot be assigned to anyone. This Policy will then remain in effect only for Your benefit and those identified in paragraph 2(b) of the Conditions.

This Policy can be assigned only one time. It can be assigned only to the Buyer. The Buyer cannot assign this Policy to anyone. Once the Seller executes the Assignment, all insurance, coverage, rights and benefits of this Policy then vest in the Seller, Buyer and Lender effective as of the Date of Assignment.

In order for this Policy coverage to continue to be effective for the benefit of the Buyer, the Vehicle must be registered in the Buyer's name as the registered owner with the DMV. If the Vehicle is not registered in the Buyer's name as the registered owner, all coverage and benefits of this Policy extending to the Buyer terminate.

11. SEVERABILITY

If any part of this Policy is held to be legally unenforceable, both You and We can still enforce the rest of this Policy.

OWNERS INFORMATION

If You want to make a claim, see paragraph 3 under Conditions on pages 2 and 3. You do not owe any more premiums for this Policy. This Policy explains in detail Your rights and obligations and Our rights and obligations.

YOU SHOULD READ THIS POLICY VERY CAREFULLY.

If You have any questions about this Policy, contact: First American Title Insurance Company, Vehicle Title Insurance Division, 1 First American Way, Santa Ana, CA 92707; (866) 819-3100 • (714) 800-3000.

EAGLE Protection[®] Vehicle Title Insurance Policy





EAGLE Protection® Vehicle Title Insurance Policy Vehicle History Summary

Attached to Policy No: FATC000001990EA
Policy Date: 06/17/2002

Vehicle Description


VIN: 1G1AW19R8G6287761
Year: 1986
Make: Chevrolet
Model: Celebrity
Style/Body: 4 Door Sedan 4-6 Passengers
Engine: 4-151-FI-2.5L
Assembled: United States

Title Defects and Additional Exclusions

1. Failed Emission Inspection Issued on 7/30/1991 in MINNEAPOLIS, MN from DMV

Other Vehicle History (Shown for informational purposes only)

Vehicle Description	1G1AW19R8G6287761
Title Check	0 records found
Problem Check	1 records found
Odometer Check	2 records found
Vehicle Usage	0 records found
Full History	5 records found

Key: ✓ = No Problem  = Problem Found

Title Check

- ✓ No Title Problem Found! AutoCheck, powered by Experian Automotive's National Vehicle Database, found no historical events that might indicate a significant automotive problem for this 1986 Chevrolet Celebrity (1G1AW19R8G6287761).

Titles Checked:

Damaged
Fire Damage
Fleet
Grey Market
Hail Damage
Junk
Lemon/Manufacturer Buyback
Rebuilt/Rebuildable

Results:

✓ No Damaged Record Found
✓ No Fire Damage Record Found
✓ No Fleet Record Found
✓ No Grey Market Record Found
✓ No Hail Damage Record Found
✓ No Junk Record Found
✓ No Lemon/Manufacturer Buyback Record Found
✓ No Rebuilt/Rebuildable Record Found

Salvage
Water Damage



No Salvage Record Found
No Water Damage Record Found

Problem Check




Problem Found! AutoCheck, powered by Experian Automotive's National Vehicle Database, found historical events that might indicate a significant automotive problem for this 1986 Chevrolet Celebrity (1G1AW19R8G6287761). These problems may indicate past automotive damage or warnings associated with the vehicle title.

Problem Checked:

Broken Odometer
Crash Test Vehicle
Exceed Mechanical Limits
Excluded/Exempt
Failed Emissions Inspection
Failed Safety Inspection
Frame Damage
Insurance Loss
Not Actual Miles
Theft

Results:

✓ No Broken Odometer Record Found
✓ No Crash Test Vehicle Record Found
✓ No Exceeded Mechanical Limit Record Found
✓ No Excluded/Exempt Record Found
 Failed Emissions Inspection Record Found
✓ No Failed Safety Inspection Record Found
✓ No Frame Damage Record Found
✓ No Insurance Loss Record Found
✓ No Not Actual Miles Record Found
✓ No Theft Record Found

Odometer Check

- ✓ No Odometer Rollback Evidence Detected! We determine Odometer Rollback Evidence by searching for an official DMV registered odometer mileage reading that is less than a previously reported reading.

Date Reported:

Odometer Reading:

07/30/1991
06/12/1992

88,000
105,000

Vehicle Usage

- ✓ No Problem Found! AutoCheck, powered by Experian Automotive's National Vehicle Database, shows a clean record for the vehicle usage of this 1986 Chevrolet Celebrity (1G1AW19R8G6287761).

Vehicle Usage Checked:

Dealer Plates
Driver Education
Government Use
Livery Use
Police Use
Rental
Taxi Use

Results:

✓ No Dealer Plates Record Found
✓ No Driver Education Record Found
✓ No Government Use Record Found
✓ No Livery Use Record Found
✓ No Police Use Record Found
✓ No Rental Record Found
✓ No Taxi Use Record Found

Full History Reported

AutoCheck, Powered by Experian Automotive's National Vehicle Database, captured the following historical events for this vehicle. They are listed in chronological order.

VIN : 1G1AW19R8G6287761

Date	Location	Odometer Reading	Data Source	Event Detail
07/30/1991	MINNEAPOLIS, MN	88,000	State Agency	Failed Emission Inspection
08/09/1991	MINNEAPOLIS, MN		State Agency	Passed Emission Inspection
06/12/1992	MINNEAPOLIS, MN	105,000	State Agency	Passed Emission Inspection
08/21/1996	HINCKLEY, MN		Motor Vehicle Dept.	Registration Event/Renewal
08/14/1997	HINCKLEY, MN		Motor Vehicle Dept.	Registration Event/Renewal