

ALTA

in SIGHTS

REAL TIME | ON-DEMAND



Understanding ALTA's New and Revised Endorsements

October 28, 2025

Today's
ALTA Insights
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Speaker:



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Introduction

- **New Endorsements**

- ALTA 49 - FORGERY – NEW OWNER’S POLICY
- ALTA 49.1 - FORGERY - EXISTING OWNER’S POLICY
- ALTA 50 - RESIDENTIAL SOLAR

- **Revised Endorsements**

- ALTA 28 (April 2, 2025)
- ALTA 9, 9.7, 9.10 and 36.6 (August 1, 2025)



ALTA 49 & 49.1

Adding Coverage for Post-Policy Forgery Protection

Why?

Post-policy forgery protection has been valuable coverage in the Homeowner Policy for more than 20 years.

The HOP is not available in some states, not widely used in others, or not available for other reasons in some transactions.

Demonstrating the value of title insurance and leadership in consumer protection is critical to ALTA's mission.



ALTA 49 & 49.1

“Deed Theft” Stories Make Headlines

- Odd and Ineffective Products Begin to Fill the Market.
- State Legislatures Begin to Consider Potentially Harmful Laws.
- ALTA Board Asks Forms Committee to Find a Way to Expand Forgery Protection to Consumers Who Don’t Have the HOP.
- Forms Committee Acts Quickly to Produce the ALTA 49 and 49.1 Endorsements, Which Were Published on August 19, 2025.



ALTA 49

- ALTA 49 ENDORSEMENT – FORGERY – NEW OWNER’S POLICY – RESIDENTIAL

1. Any capitalized terms not otherwise defined in this endorsement incorporate by reference the definitions found in the 2021 ALTA Owner’s Policy of Title Insurance. Additionally, for purposes of this endorsement, the following terms mean:
 - a. “Estate Planning Entity”: a legal entity, a trust, or a trustee of a trust, if the entity or trust is established by a Natural Person for the purpose of planning the disposition of that person’s estate.
 - b. “Natural Person”: a human being, not a commercial or legal organization or entity.
2. This endorsement is valid only if:
 - a. The Land is improved with an existing one-to-four family residence;
 - b. Each party named in Item 1 of Schedule A is a Natural Person or Estate Planning Entity; and
 - c. It is issued at the same time as the ALTA Owner’s Policy, and not an ALTA Homeowner’s Policy of Title Insurance.

ALTA 49

- ALTA 49 ENDORSEMENT – FORGERY – NEW OWNER’S POLICY – RESIDENTIAL

3. The Company insures against loss or damage sustained or incurred by the Insured by reason of a defect in the Title caused by a forgery of a deed or Mortgage recorded in the Public Records after the Date of Policy in which the Insured was impersonated as the grantor.
4. Solely for purposes of the coverage provided by this endorsement and not otherwise, the Company agrees that it will not assert the provisions of Exclusion 3.d. to deny liability for loss or damage.



Compare Coverage to the HOP

ALTA 49:

"The Company insures against loss or damage sustained or incurred by the Insured by reason of a defect in the Title caused by a forgery of a deed or Mortgage recorded in the Public Records after the Date of Policy in which the Insured was impersonated as the grantor."

HOP:

"Someone else claims to have a right affecting Your Title because of forgery or impersonation."



ALTA 49.1

- ALTA 49.1 ENDORSEMENT – FORGERY – EXISTING OWNER’S POLICY – RESIDENTIAL

1. Any capitalized terms not otherwise defined in this endorsement incorporate by reference the definitions found in the 2021 ALTA Owner’s Policy of Title Insurance. Additionally, for purposes of this endorsement, the following terms mean:
 - a. “Date of Endorsement”: _____.
 - b. “Estate Planning Entity”: a legal entity, a trust, or a trustee of a trust, if the entity or trust is established by a Natural Person for the purpose of planning the disposition of that person’s estate.
 - c. “Natural Person”: a human being, not a commercial or legal organization or entity.
2. This endorsement is valid only if:
 - a. The Land is improved with an existing one-to-four family residence;
 - b. Each party named in Item 1 of Schedule A is a Natural Person or Estate Planning Entity; and
 - c. It is issued to the Company’s existing ALTA Owner’s Policy, and not an ALTA Homeowner’s Policy of Title Insurance.

ALTA 49.1

- ALTA 49.1 ENDORSEMENT – FORGERY – EXISTING OWNER’S POLICY – RESIDENTIAL

3. The Company insures against loss or damage sustained or incurred by the Insured by reason of a defect in the Title caused by a forgery of a deed or Mortgage recorded in the Public Records after the Date of Endorsement in which the Insured was impersonated as the grantor.
4. Solely for purposes of the coverage provided by this endorsement and not otherwise:
 - a. The Company agrees that it will not assert the provisions of Exclusion 3.d. to deny liability for loss or damage; and
 - b. Exclusion 3.b. is revised and restated in full as follows:
“not Known to the Company but Known to the Insured Claimant, and not disclosed in writing to the Company by the Insured Claimant prior to the Date of Endorsement;”.

ALTA 50

Adding Coverage Related to Residential Solar Equipment

Why?

When the property owner doesn't outright own solar equipment, the Public Record will show a UCC financing statement, a lease agreement, or a power purchase agreement.

Lenders don't want these items to appear as exceptions.

GSEs have special requirements regarding solar equipment.



ALTA 50

- ALTA 50 ENDORSEMENT – RESIDENTIAL SOLAR – LOAN POLICY

1. For purposes of this endorsement, the following terms mean:
 - a. “Solar Energy System”: The solar panels or solar shingles, and appurtenant energy-related equipment located on the Land at Date of Policy.
 - b. “Solar Power Purchase Agreement”: Any agreement or memorandum thereof recorded in the Public Records at Date of Policy evidencing the purchase of the power produced by the Solar Energy System.
 - c. “Solar Panel Lease”: Any lease or memorandum thereof recorded in the Public Records at Date of Policy for the Solar Energy System.
 - d. “Solar Financing Statement”: Any UCC-1 Financing Statement recorded in the Public Records at Date of Policy evidencing a security interest in or lien on the Solar Energy System.
2. This endorsement is only valid if the Land is improved with an existing one-to-four family residence.



ALTA 50

- ALTA 50 ENDORSEMENT – RESIDENTIAL SOLAR – LOAN POLICY

3. The Company insures against loss or damage sustained or incurred by the Insured by reason of a final judicial determination that a Solar Power Purchase Agreement, a Solar Panel Lease, or a Solar Financing Statement constitutes:
 - a. An estate or interest in the Land; or
 - b. A lien upon the Title.
4. The following matters are excluded from the coverage of the policy and this endorsement, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:
 - a. rights of ingress or egress to the Land for purposes of accessing the Solar Energy System;
 - b. damage to or diminution in value of the Land arising out of the existence, installation, maintenance, lack of maintenance, or removal of the Solar Energy System; or
 - c. the failure of the Solar Energy System to be encumbered by the lien of the Insured Mortgage.



Revised Endorsements

Why?

- Address Potential Exposure to Casualty Liability
- Alignment with the 2021 ALTA Policy Form Standards
 - Updated the title of each endorsement
 - Moved definitions to Section 1



Revised Endorsements

ALTA 28 ENDORSEMENT — DAMAGE OR ENFORCED REMOVAL

1. The Company insures against loss or damage sustained by the Insured if the exercise of the granted or reserved rights to use or maintain the easement(s) referred to in Exception(s) _____ of Schedule B results in:
 - ~~(1)~~a. damage to an existing building located on the Land~~;~~₁₂ or
 - ~~(2)~~b. enforced removal or alteration of an existing building located on the Land~~;~~₁₂
2. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence; or
 - b. negligence by a person or an Entity exercising a right to use or maintain the easement(s) referred to in Section 1 above.



Revised Endorsements

ALTA 9, 9.7, and 9.10

Moved the definitions to Section 1 of each endorsement

5. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
- a. any Covenant contained in an instrument creating a lease;
 - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;
 - c. except as provided in Section 3.d., any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances;
 - d. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; or
 - e. negligence by a person or an Entity exercising a right to:
 - i. extract or develop minerals or other subsurface substances; or
 - ii. maintain the easement(s) referred to in Section 4.c.i.



Revised Endorsements

ALTA 36.6

Moved the definitions to Section 1 of the endorsement

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from ~~contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence~~:
- a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence; or
 - b. negligence by a person or an Entity exercising a right to use or maintain the easement(s) referred to in Section 3.d. above.



Q&A



Thank You!

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