



# RelianceTitle

OF TENNESSEE, LLC

Practices and Procedures Manual

October 1, 2020

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## **Company Information.**

RELIANCE TITLE OF TENNESSEE, LLC

210 Railroad Street, Sweetwater, TN 37874

Phone: (423) 436-0725

Fax: (423) 436-0727

Website: RelianceTitleTN.com

Underwritten by Fidelity National Title Group

Reliance Title is organized under the laws of the state of Tennessee. We may, from time to time as business dictates, open or close additional branch offices. Any such office would be appropriately licensed as a branch office and comply with all state or local requirements.

## **Practices and Procedures**

Our goal, through the publication of this manual, is to set forth the specific ways in which we comply with each of the seven pillars of information recommended by the American Land Title Association. As suggested by the American Land Title Association, this manual will help illustrate to consumers and clients our company's commitment to professionalism and practices that ensure a positive and compliant real estate settlement experience.

### **Pillar One – Licensing**

*The goal of pillar one is to establish and maintain current license(s) as required to conduct the business of title insurance and settlement services.*

Reliance Title of Tennessee, LLC maintains the appropriate license(s) to operate in the state(s) that we list in Appendix B. From time to time, we will change our licenses and add or delete states as we deem necessary for the course of business. Therefore, please refer to our Appendix B for the most up to date information.

Each state has different licensing requirements and renewal procedures. We track our license(s) and ensure compliance for renewal prior to the expiration dates. We also comply with all state required fees as well as any continuing education requirements that may be required.

### **Pillar Two – Escrow Account Controls**

*The goal of pillar two is to adopt and maintain appropriate and effective escrow controls to meet client and legal requirements for safeguarding client funds.*

Reliance Title of Tennessee, LLC maintains all escrow funds in a separate account as required by state regulations and underwriter requirements. The escrow account is reviewed on a daily basis and any discrepancies are dealt with immediately and with the utmost speed. We reconcile our debits and credits on a weekly basis. Any open escrow balances or outstanding checks are reviewed. We employ three-way escrow account reconciliation, which is completed on a monthly basis and reviewed by management. Through our software, Softpro, we are able to track all necessary and important items.

### **Pillar Three – Information and Data Privacy**

*The goal of pillar three is to establish and maintain a written privacy and information security program to protect non-public information as required by the governing authority.*

Reliance Title of Tennessee, LLC maintains strict efforts to safeguard and control all necessary private information. All of our staff are trained and monitored as their actions relate to private information. Through our software system, Softpro, data is controlled and secure. Each of our applicable staff members use their own log in credentials so that the continuity of data can be logged and maintained. We have controlled access to physical files and paperwork and all necessary documents are locked and controlled. We have regular destruction of physical documents. We have and maintain secure networks as provided by our data provider and interfaced with our software. Virus and malware protection is up to date and current on all of our computers and anyone logging in remotely must also comply with appropriate virus and malware protection. We do not allow our staff to use company computers for unauthorized websites. We maintain real time disaster recovery imaging of all of our data. We also require background checks on all personnel that are capable of accessing private and secure information.

### **Pillar Four – Settlement Policies and Procedures**

*The goal of pillar four is to adopt standard real estate settlement policies and procedures that ensure compliance with Federal and State Consumer Financial Laws.*

Reliance Title of Tennessee, LLC, through the use of software provided by Softpro, is able to track each file from start to finish and we can monitor the work as it is done on each individual file. Through this tracking, we are able to verify each step of the closing process to ensure our procedures are complied with. This also allows us to confirm that each of the critical steps performed are to industry standards and that no component is overlooked.

#### **Steps included in the monitored process:**

- Order entry
- Search request
- Search review and exam
- Commitment production and issuance
- Compliance with items indicated on search
- Review and compliance with closing instructions
- Proper identification of parties involved
- Processing of payments indicated on approved settlement statement
- Accurate and timely recording of necessary documents
- Prompt issuance of final title policy

#### **Closing Conditions:**

- Compliance with Title Commitment
- Compliance with Purchase Agreement
- Compliance with Lender Closing Instructions
- Compliance with HUD regulations

If any of the aforementioned is adverse to the other, then we require clarification from all parties in writing to close the transaction.

**Disbursement Conditions:**

- All items listed on settlement statement must match exactly to the disbursements
- Funds due from borrower must be received into the escrow account prior to funding.
- Funds due from borrower must meet the requirements listed by the lender
- Seller proceeds may not be assigned and are only to be disbursed to the seller listed on the settlement statement
- Money Laundering schemes are closely monitored and will not be tolerated. Any requests for multiple disbursements to the same payee are considered suspicious and will be properly reported
- Mortgage and lien payoffs must come directly from the lender being paid off
- Mortgage and lien payoffs must be in writing and include loan numbers and property address as applicable
- Mortgage and lien payoffs shall be wired in most cases directly from our escrow account

**Disbursement of Escrowed Funds:**

- Assurance that the proceeds have cleared and are good must be obtained prior to the refund or disbursement of any funds that have been placed into escrow
- All parties to the transaction must acknowledge the form of disbursement and the "payable" party

**Voided or Replacement Check Issuances:**

- Reliance Title of Tennessee, LLC must determine that the check has not cleared our bank
- Stop payment must be placed on the original check including the check number, payee, amount and date prior to the issuance of a new check

**Recording Procedure:**

- Where available, immediate electronic recording is used
- If electronic recording is not available, then shipping of the original documents by traceable carrier shall be substituted

**Policy Production:**

- Upon successful closing, disbursement and recording the final title policy shall be issued in accordance with our underwriting contract
- If an error is discovered during policy production, then best efforts will be made to rectify the offending situation. If the situation is not easily and immediately rectified, we shall notify our underwriter for appropriate guidance

**Audit Procedure:**

- At least annually, we are subject to audit by our underwriter(s). This audit shall include the reconciliation process of our escrow account, sample files for proper compliance as well as our policy log wherein we account for all policies issued by our agency on behalf of the underwriter. Any discrepancies uncovered during the audit are immediately documented and resolved.

**File Management:**

We maintain copies of all work documents related to each file including but not limited to:

- Search
- Commitment
- Lender Instructions
- Contracts and Agreements
- Settlement Statement
- All Closing Documents
- Affidavits and Attestments
- Identification of all Parties to the transaction
- Disbursement Ledgers
- Recording Documentation
- Payoff Instruction
- Proof of Payoffs
- Final Title Policy

All of these items are maintained for the prescribed period of time as required by either our underwriter agreement or the pertinent state or federal statute.

#### **Pillar Five – Title Production**

*The goal of pillar five is to adopt and maintain appropriate procedures for the production, delivery, reporting and remittance of title insurance policies designed to meet both legal and contractual obligations.*

Reliance Title of Tennessee, LLC strives to deliver all final title policies within a timely manner. Our contract with our underwriter(s) further dictate the procedure for production, delivery, reporting and remittance of the final title policy. Prior to the issuance of the final tile policy, each file is reviewed for accuracy and to ensure that all of the terms and conditions of the title insurance commitment were satisfied and complied with and that all necessary documents and satisfactions have been duly recorded in the appropriate county of the property location. Once all of the information is compiled, final title policies are created through our software system. Our software also tracks closed files pending final title policy issuance such that final title policies are issued in a timely manner.

#### **Pillar Six – Errors and Omission and Fidelity Insurance Coverage**

*The goal of pillar six is to maintain appropriate levels of professional liability and fidelity coverage to ensure the financial capacity to stand behind the professional services rendered.*

Reliance Title of Tennessee, LLC maintains all levels of insurance as required by lenders, underwriters, and state requirements that is appropriate for the scope of our business. We hold coverage for Errors and Omission, including professional liability, fidelity coverage (employee theft, forgery and transfer fraud). In the states that require additional coverage such as surety bond, we also are compliant. As our insurance will change from time to time, please refer to Appendix B for our current coverage.

#### **Pillar Seven – Consumer Complaints**

*The goal of pillar seven is to adopt and maintain procedures for receiving and addressing consumer complaints so that any instances of poor service or non-compliance do not go undiscovered.*

Reliance Title of Tennessee, LLC pays close attention to our professional reputation. As such, any consumer complaints are dealt with immediately and swiftly so as to help the consumer to the best conclusion. Our first line of correction would lie with our staff. Our staff is specifically

trained to listen for communications that would indicate a consumer is not satisfied with the situation. In most cases, providing proper communication eliminates consumer complaints. In the event a consumer makes a complaint, they are able to communicate that complaint through email, our website, by phone or in person.

All consumer complaints are immediately addressed by our management for swift resolution. Through the process of investigating the complaint we will communicate the complaint to all parties involved to formalize a better understanding of the entire situation to determine the best course of action. This may include conversations with any or all of the service providers and, if necessary, a written follow up with our staff. This process will ensure a prompt resolution as well as a review of the policy or procedure to isolate any shortcomings in our business model. If we receive continual consumer complaints specific to a single staff member, that staff member shall be put on notice through verbal and/or written communication from management and if the behavior continues, it shall be grounds for disciplinary action.

#### **Appendix A - State License and Agency License**


License No: 2496858  
NPN: 8196035

State of Tennessee  
Department of  
Commerce and Insurance  
*ANDREA S. SKIERA*



LICENSE TYPE	LINES OF AUTHORITY	LICENSE EXPIRATION DATE
INSURANCE PRODUCER	Title (Producer)	07/31/2023


**ANDREA S. SKIERA**  
110 COUNTY ROAD 65  
RICEVILLE  
RICEVILLE TN 37370

State of Tennessee		
Department of		
Commerce and Insurance		
License No: 2496858		NPN: 8196035
<b>ANDREA S. SKIERA</b>		
This is to certify that all requirements of the State of Tennessee have been met.		
<u>LICENSE TYPE</u>	<u>LINES OF AUTHORITY</u>	<u>LICENSE EXPIRATION DATE</u>
INSURANCE PRODUCER	Title (Producer)	07/31/2023
<p>This insurance license shall remain in effect until the expiration date unless suspended, revoked or forfeited. The insurance producer must complete continuing education, renew the license and pay fees.</p>		
		
IN-1313 Department of Commerce and Insurance		



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**RELIANCE TITLE OF TENNESSEE LLC**  
210 RAILROAD STREET  
SWEETWATER TN 37874

State of Tennessee		12323571
Department of Commerce and Insurance		NPN: 19656019
License No: 2498793	<b>RELIANCE TITLE OF TENNESSEE LLC</b>	
This is to certify that all requirements of the State of Tennessee have been met.		
LICENSE TYPE	LICENSE EXPIRATION DATE	
TITLE AGENCY		
VOID VOID		
This insurance license shall remain in effect until the expiration date unless suspended, revoked or forfeited. The insurance producer must complete continuing education, renew the license and pay fees.		
		
		IN-1313 Department of Commerce and Insurance

## **Appendix B -Insurance Coverage**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Riebling Insurance Agency, LLC 100 Fire Island Avenue  Babylon NY 11702		<b>CONTACT NAME:</b> Denise Finn <b>PHONE (A/C, No, Ext):</b> (516) 280-6760 <b>E-MAIL ADDRESS:</b> dfinn@riallc.net		<b>FAX (A/C, No):</b>
<b>INSURED</b>  Reliance Title of Tennessee, LLC 210 Railroad Street  Sweetwater TN 37874		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> Underwriter at Lloyd's of London		<b>NAIC #</b> 15792
		<b>INSURER B :</b>		
		<b>INSURER C :</b>		
		<b>INSURER D :</b>		
		<b>INSURER E :</b>		
		<b>INSURER F :</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** CL2092113780      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions			SUAFEO2004-2001	09/17/2020	09/17/2021	Each Claim \$1,000,000 Aggregate \$1,000,000 Deductible \$5,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Fidelity Bond SUAFESB10861-2001 Eff. 9/17/2020 to 9/17/2021 Aggregate \$250,000 Deductible \$5,000  
Cyber Liability SUA2694CYB-T-2001 Eff. 9/17/2020 to 9/17/2021 Aggregate \$250,000 Deductible \$2,500

<b>CERTIFICATE HOLDER</b>  Evidence of Insurance	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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