

## Purchaser's Waiver of Title Insurance

**TO:** *Lawyer*  
**AND TO:** *Law firm*  
**RE:** *Name(s) of purchaser(s)* purchase of the property  
**PROPERTY:** *Address* (the "property")

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**This will confirm that:**

- you as my/our lawyer have reviewed and explained all of the information listed below; and
  - I/we instruct and direct you to complete my/our purchase, fully understanding and appreciating the importance of this information and its impact on my/our real estate purchase.
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You have advised me/us of the options of a lawyer's opinion on title and title insurance that are available to protect my/our interests, and reviewed with me/us the respective advantages and disadvantages of each option.

I/We am/are aware that:

- (a) I/we am/are free to select title insurance or a lawyer's opinion on title; and
- (b) if I/we select a lawyer's opinion on title, I/we will not obtain insurance coverage for
  1. fraud, forgery or impersonation, or
  2. other matters covered by a title insurance policy (for example, your neighbour's garage that is built on your property by your neighbour after you purchased the property), occurring before or after closing, which is or may be available to me/us under a policy of title insurance.

You are authorized and instructed to use a lawyer's opinion on title to protect my/our ownership interests arising from the purchase of the property, and not to obtain a policy of title insurance insuring my/our ownership interests in the property.

Dated at \_\_\_\_\_, \_\_\_\_\_, Canada, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Purchaser(s):**

**Witness:**

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print)

Name: \_\_\_\_\_  
(print)

Barrister and Solicitor

\_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print)