

**STATE OF ALASKA
DIVISION OF MOTOR VEHICLES**

NO PROOF OR INADEQUATE PROOF OF OWNERSHIP

This packet is designed for use by applicants who have purchased a motor vehicle or trailer* and have lost the original title or did not receive adequate proof of ownership.

*Does not apply to trailers with an empty weight below 1,000 pounds.

THESE INSTRUCTIONS AND PROCEDURES **DO NOT** APPLY TO ABANDONED VEHICLES, VEHICLES OBTAINED THROUGH A WORK AND/OR STORAGE LIEN (AKA MECHANIC'S LIEN), VEHICLES OBTAINED THROUGH A TOWING AND STORAGE LIEN (AKA IMPOUNDMENT OR WAREHOUSEMAN'S LIEN) OR FOREIGN VEHICLES WITHOUT THE PROPER DOCUMENTATION FROM CUSTOMS. THE STATE OF ALASKA DOES NOT TITLE DISASSEMBLED VEHICLES IN ACCORDANCE WITH 28.10.221(2).

As per AS 28.10.201(d), the vehicle must be physically present in the State of Alaska to be titled under these procedures.

Anyone who does not have valid proof of ownership as provided by Alaska Statute, or has inadequate proof of ownership and wishes to obtain Alaska vehicle title, may apply for such pursuant to AS 28.10.216.

To apply for a vehicle title under AS 28.10.216, you must:

1. Obtain a bona fide appraisal of the current fair market value of the vehicle:
 - Value must be fully justified.
 - Appraisal must be on a "Fair Market Retail Value" form (attached).
 - Appraisal may be obtained from a licensed dealer, insurance appraiser or a Bank. If none of these are available in your area, check with DMV for other options.
 - Must be dated within the last 90 days.
 - The applicant and the appraiser may not be the same individual or company.

Appraisals that are significantly less than the fair market retail value of the vehicle will be rejected.

2. Secure a three (3) year non-cancelable surety bond* for one and one-half times the appraised value of the vehicle (attached), or submit a cash bond to DMV.
3. Complete the attached Affidavit of Ownership. (MUST BE NOTARIZED)
4. Complete and sign an Application for Title and Registration (Form 812).

The Application for Title and Registration, Affidavit of Ownership, Surety Bond, and Fair Market Retail Value forms, in conjunction with proper fees and taxes, are to be submitted to the nearest motor vehicle office in addition to any further registration requirements.

A SURETY BOND MUST BE NON-CANCELABLE FOR A PERIOD OF THREE (3) YEARS.

*A surety bond is an insurance policy purchased from an insurance company licensed to do business in Alaska, guaranteeing payment up to one and one-half times the appraised value of the vehicle to people who have sued and won in the Alaska courts due to illegal or wrong issuance of a vehicle title issued according to AS 28.10.216.

NOTE: Cash deposits are not automatically returned. You must apply with the Division to obtain your deposit at the end of the three years.

**VEHICLE TITLE SURETY BOND
3 YEAR NON-CANCELABLE**

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ as
principal/s and _____ ,
NAME OF SURETY COMPANY

a company duly authorized to transact surety business in the State of Alaska, a surety, do hereby jointly and severally acknowledge ourselves to be held and bound unto the State of Alaska, Commissioner of Administration, State of Alaska, in his capacity as agent in the premises for the State of Alaska, in the sum of \$ _____ , which is one and one-half times the fair market retail value of the vehicle described below:

| | | | | |
|----------------------|-------|---------------------|------------|-------|
| LICENSE PLATE NUMBER | STATE | SERIAL NUMBER (VIN) | | |
| YEAR | MAKE | MODEL | BODY STYLE | COLOR |

for the true payment of which we, and each of us, bind ourselves, our heirs, executors, administrators, successors or assigns, jointly and severally by these presents.

THE CONDITIONS OF THE ABOVE BOND ARE SUCH that the above named principal warrants: (1) They are the true owner of the vehicle described above. (2) There is no defect in or undisclosed security interest on the title of the vehicle. (3) If any former owners, second parties, or subsequent purchasers of the vehicle and their successors suffer any loss resulting from a defect in or undisclosed security on the title of the vehicle, they may sue on the bond for a breach of its condition, but the liability of the surety may not exceed the amount of the bond.

No attached documents shall modify the provisions of this bond or conditions thereto or rights of action arising under AS 28.10.216.

This bond shall remain in force until three years from its date except as it may be extended under the provisions of AS 28.10.216 (c).

IN WITNESS WHEREOF the said surety has hereunto set his hand and seal and the said surety has caused this bond to be signed, sealed and dated this _____ day of _____, 20_____.

NOTARY OR DMV REPRESENTATIVE (SEAL)
(AMVC & Office Number)

BY _____
SURETY

MY COMMISSION EXPIRES: _____

ATTORNEY-IN-FACT
Attached hereto a valid power of attorney
authorizing the attorney-in-fact to bind the
surety.

IN WITNESS WHEREOF the said principal has hereunto set his hand and seal and the said surety has caused this bond to be signed, sealed and dated this _____ day of _____, 20_____.

NOTARY OR DMV REPRESENTATIVE (SEAL)
(AMVC & Office Number)

BY _____
PRINCIPAL

MY COMMISSION EXPIRES: _____

PRINTED NAME AND TITLE

AFFIDAVIT OF OWNERSHIP

I, _____ am the sole owner of the following vehicle:
(Print Your Full Legal Name)

License Plate Number _____ State _____ Serial Number (VIN) _____
Year _____ Make _____ Model _____ Body Style _____ Color _____

and there are no liens or encumbrances on this vehicle. I have made a conscientious effort to contact the former owner(s) and/or lienholder(s) of the vehicle in order to obtain title in the prescribed manner. I hereby apply for title under AS 28.10.216(a)(2).

Briefly describe how you acquired the vehicle: _____

I hold the State of Alaska harmless and free from blame in any and all suits concerning questions of title and ownership and I promise to indemnify the State of Alaska and the Division of Motor Vehicles for any and all judgements against it arising out of these actions. I have deposited a \$ _____ (surety bond) with the Division of Motor Vehicles to indemnify the State, former owners, secured parties, and subsequent purchasers of the vehicle and their successors against loss resulting from a defect in or undisclosed security interest on the title of this vehicle.

Signature (Sign in front of DMV Representative or Notary)

Date

Subscribed and sworn to before me this: (SEAL)

_____ day of _____, 20_____

Notary or DMV Representative (AMVC & Office Location)

My Commission Expires: _____

**STATE OF ALASKA
DIVISION OF MOTOR VEHICLES
STATEMENT OF FAIR MARKET RETAIL VALUE**

LICENSE PLATE NUMBER

STATE

SERIAL NUMBER (VIN)

YEAR

MAKE

MODEL

BODY STYLE

COLOR

NAME OF APPLICANT

ADDRESS

CITY/STATE/ZIP

APPRAISER / DEALER / COMPANY NAME

ADDRESS

CITY/STATE/ZIP

I, _____, certify as a Dealer / Appraiser that the Fair Market Retail Value of the vehicle shown above is \$_____. This form should not serve as an offer to purchase the subject vehicle.

AUTHORIZED SIGNATURE AND TITLE

DATE

NOTE: THE STATE OF ALASKA DOES NOT TITLE DISASSEMBLED VEHICLES IN ACCORDANCE WITH AS 28.10.221(2). ANY VEHICLE BEING APPRAISED MUST BE IN WORKING CONDITION AND MEET FEDERAL SAFETY STANDARDS.

ALASKA STATUTE 28.10.216

Sec. 28.10.216. INADEQUATE EVIDENCE OF OWNERSHIP.

- (a) When the department is not satisfied as to the ownership of a vehicle or believes that there may be undisclosed security interests in it, the department may register the vehicle but shall either
- (1) withhold issuance of a certificate of title until the applicant presents documents sufficient to satisfy the department
 - (A) as to the ownership of the vehicle by applicant, and
 - (B) that there are no undisclosed security interests in the vehicle; or
 - (2) require the applicant, as a condition of the issuance of a certificate of title, to file with the department either
 - (A) a bond in the form prescribed by the department and executed by the applicant, or
 - (B) a deposit of cash.
- (b) A bond or cash deposit filed under (a)(2) of this section must be equal in amount to one and one-half times the value of the vehicle as determined by the department and be conditioned to indemnify former owners, secured parties, and subsequent purchasers of the vehicle and their successors against loss resulting from a defect in or undisclosed security interest on the title of the applicant. An injured party may sue on the bond for a breach of its conditions, but the liability of the surety or the department may not exceed the amount of the bond or deposit.
- (c) The bond or deposit shall be returned
- (1) at the end of three years from its filing, or
 - (2) when the vehicle is no longer registered in the state if (2) is earlier and if the certificate of title is surrendered to the department. Service on the department of notice that action is pending to recover on the bond or the deposit extends the periods established in this subsection until 45 days after a final decision in the action on the bond or on the deposit.