

## State Specific Consumer Mortgage Disclosures - Florida

Disclosures	Initial Disclosures	Prior to Closing	At Closing	Disclosures provided by PeirsonPatterson	PPDocs Number	Purchase				Refinance				Misc		State Law Citation	Notes
						1st Lien Purchase 1 - 4 Primary Residence	1st Lien Purchase 1 - 4 Second Home / Vacation	Subordinate Lien Purchase 1 - 4 Primary Residence	Subordinate Lien Purchase 1 - 4 Second Home / Vacation	1st Lien Refinance 1 - 4 Primary Residence	1st Lien Refinance 1 - 4 Second Home / Vacation	Subordinate Lien Refinance 1 - 4 Primary Residence	Subordinate Lien Refinance 1 - 4 Second Home / Vacation	HELOCs	Lot Loans/Bare Ground		
<b>State</b>																	
Statement of Anti-Coercion (Prior to any formal loan application or payment of any application fees or costs)	Y	N	N	Y	2075	✓	✓	✓	✓	✓	✓	✓	✓	✓		Fla. Admin. Code Ann. Rule §69B-124.013	
Disclosure of Conflicting Interest (If licensee has conflicting interest in transaction)	Y	N	N	Y	1146	✓	✓	✓	✓	✓	✓	✓	✓	✓		Fla. Stat. Ann. §494.0023	
Notice to Purchaser-Mortgagor (By title company or lender regarding lender's title insurance)	N	N	Y	Y	7431	✓										Fla. Stat. Ann. §627.798	
Insurance Disclosure (If lender requires hazard or flood insurance)	Y	N	N	Y	5464	✓	✓	✓	✓	✓	✓	✓	✓	✓		Fla. Stat. Ann. §626.9551(2)(c)	
Credit Life Insurance Disclosure (If credit life insurance is sold by the lender)	Y	N	N	Y	7360	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Fla. Stat. Ann. §627.679(1)(c)	
Clean Credit and Credit Report Security Freeze Notice (If consumer credit report used for transaction)	Y	N	N	Y	1148	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Fla. Stat. Ann. §501.005	
Rate Lock Agreement (Not required, but must meet certain requirements if provided by licensee)	N	Y	N	Y	1149	✓	✓	✓	✓	✓	✓	✓	✓	✓		Fla. Stat. Ann. §494.0069	

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## Statement of Anti-Coercion

### 69B-124.013 Statement of Anti-coercion; Form.

The following statement is required under Rule 69B-124.002, F.A.C., of the rules and regulations promulgated by the Chief Financial Officer relative to anti-coercion:

The Insurance Laws of this state provide that the lender may not require the borrower to take insurance through any particular insurance agent or company to protect the mortgaged property.

The borrower, subject to the rules adopted by the Chief Financial Officer, has the right to have the insurance placed with an insurance agent or company of his choice, provided the company meets the requirements of the lender. The lender has the rights to designate reasonable financial requirements as to the company and the adequacy of the coverage.

I have read the foregoing statement, or the rules of the Chief Financial Officer relative thereto, and understand my rights and privileges and those of the lender relative to the placing of such insurance.

I have selected the \_\_\_ Insurance Agency, or \_\_\_ Insurance Company to write the hazard insurance covering property located at:

\_\_\_\_\_

Name of Borrower

\_\_\_\_\_

Name of Borrower

\_\_\_\_\_

Date

*Rulemaking Authority 624.308, 626.9611 FS. Law Implemented 624.307(1), 626.9551(1) FS. History—Repromulgated 12-24-74, Formerly 4-3.13, 4-3.013, 4-124.013, 4-124.013.*

Source: <https://www.flrules.org/gateway/ruleNo.asp?id=69B-124.013>

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### Disclosure of Conflicting Interest

494.0023 Conflicting interest.—

- (1) If, in a mortgage transaction, a licensee has a conflicting interest as specified in subsection (2), the licensee shall, at a minimum, provide the following disclosures to the borrower in writing:
    - (a) The nature of the relationship, ownership, or financial interest between the provider of products or services, or business incident thereto, and the licensee making the referral;
    - (b) An estimated charge or range of charges generally made by such a provider;
    - (c) That a financial benefit may be received by the licensee as a result of the conflicting interest; and
    - (d) That alternative sources may be chosen by the borrower to provide the required products or services.
  - (2) A licensee has a conflicting interest if:
    - (a) The licensee or the licensee's relative provides the borrower with additional products or services;
    - (b) The licensee or licensee's relative, directly or indirectly, owns, controls, or holds with power to vote, or holds proxies representing, 1 percent or more of any class of equity securities or other beneficial interest in the person providing the additional products or services;
    - (c) The person providing the additional products or services, directly or indirectly, owns, controls, or holds the power to vote, or holds proxies representing, 1 percent or more of any class of equity securities or other beneficial interest in the licensee;
    - (d) A holding company, directly or indirectly, owns, controls, or holds with power to vote, or holds proxies representing, 1 percent or more of any class of equity securities or other beneficial interest in both the licensee and the person providing the additional products or services;
    - (e) One or more persons, or such person's relative, sits as an officer or director, or performs similar functions as an officer or director, for both the licensee and the person providing the additional products or services; or
    - (f) The licensee or the licensee's relative sits as an officer or director, or performs similar functions as an officer or director, of the person providing the additional products or services.
  - (3) The commission may adopt rules to administer the disclosure requirements of this section. The rules must consider the disclosure requirements of the federal Real Estate Settlement Procedures Act, 12 U.S.C. ss. 2601 et seq.; the federal Truth in Lending Act, 15 U.S.C. ss. 1601 et seq.; and related federal regulations.
- History.—ss. 14, 50, ch. 91-245; s. 4, ch. 91-429; s. 13, ch. 2009-241.

Source: <http://www.flsenate.gov/Laws/Statutes/2017/494.0023>

## State Specific Consumer Mortgage Disclosures - Florida

### **Notice to Purchaser-Mortgagor**

627.798 Rulemaking authority.—The commission shall by rule adopt a form to be used to provide notice to a purchaser-mortgagor that the purchaser-mortgagor is not protected by the title policy of the mortgagee.

History.—s. 15, ch. 2000-370; s. 1212, ch. 2003-261.

Source: <http://www.flsenate.gov/Laws/Statutes/2017/627.798>

## State Specific Consumer Mortgage Disclosures - Florida

### Insurance Disclosure

626.9551 Favored agent or insurer; coercion of debtors.—

(2)(a) Any person offering the sale of insurance at the time of and in connection with an extension of credit or the sale or lease of goods or services shall disclose in writing that the choice of an insurance provider will not affect the decision regarding the extension of credit or sale or lease of goods or services, except that reasonable requirements may be imposed pursuant to subsection (1).

(b) Federally insured or state-insured depository institutions and credit unions shall make clear and conspicuous disclosure in writing prior to the sale of any insurance policy that such policy is not a deposit, is not insured by the Federal Deposit Insurance Corporation or any other entity, is not guaranteed by the insured depository institution or any person soliciting the purchase of or selling the policy; that the financial institution is not obligated to provide benefits under the insurance contract; and, where appropriate, that the policy involves investment risk, including potential loss of principal.

(c) All documents constituting policies of insurance shall be separate and shall not be combined with or be a part of other documents. A person may not include the expense of insurance premiums in a primary credit transaction without the express written consent of the customer.

(d) A loan officer of a financial institution who is involved in the application, solicitation, or closing of a loan transaction may not solicit or sell insurance in connection with the same loan, but such loan officer may refer the loan customer to another insurance agent who is not involved in the application, solicitation, or closing of the same loan transaction. This paragraph does not apply to an agent located on premises having only a single person with lending authority, or to a broker or dealer registered under the Federal Securities Exchange Act of 1934 in connection with a margin loan secured by securities.

History.—s. 9, ch. 76-260; s. 1, ch. 77-174; s. 2, ch. 79-289; s. 236, ch. 79-400; s. 807, ch. 82-243; ss. 206, 207, ch. 90-363; s. 4, ch. 91-429; s. 2, ch. 99-388; s. 1030, ch. 2003-261.

Source: <http://www.flsenate.gov/Laws/Statutes/2017/626.9551>

## State Specific Consumer Mortgage Disclosures - Florida

### Credit Life Insurance Disclosure

627.679 Amount of insurance; disclosure.—

(1)

(c) Before any credit life insurance may be sold in connection with a specific installment loan or home equity line of credit, the creditor agent or agent shall obtain a separate written acknowledgment with respect to each of the following:

1. That the borrower understands that he or she has the option of assigning any other policy or policies the borrower owns or may procure for the purpose of covering such loan and that the policy need not be purchased from the creditor agent in order to obtain the loan.
2. That the borrower understands that the credit life coverage may be deferred if, at the time of application, the borrower is unable to engage in employment or unable to perform normal activities of a person of like age and sex, if the proposed credit life insurance policy contains this restriction.
3. That the borrower understands that the benefits under the policy will terminate when the borrower reaches a certain age and that the borrower's age is accurately represented on the application or policy.

This paragraph does not apply to credit life insurance relating to open-end or revolving credit arrangements. In lieu of the required written acknowledgments set forth in this paragraph and s. [626.9551](#)(2)(a), if the sale of credit life insurance is solicited or consummated telephonically, the creditor agent or agent shall provide written disclosures of such options to the borrower within 30 days from the date the coverage takes effect. The borrower must be notified that he or she has 30 days from the date the disclosures are received to rescind the credit life insurance coverage.

History.—s. 598, ch. 59-205; s. 1, ch. 71-150; s. 3, ch. 76-168; s. 2, ch. 77-246; s. 1, ch. 77-457; ss. 3, 7, ch. 80-387; s. 429, ch. 81-259; ss. 2, 3, ch. 81-318; ss. 531, 537, 809(2nd), ch. 82-243; s. 79, ch. 82-386; s. 35, ch. 88-166; s. 2, ch. 89-75; s. 114, ch. 92-318; s. 353, ch. 97-102; s. 2, ch. 2001-111; s. 67, ch. 2003-267; s. 5, ch. 2008-75.

Source: <http://www.flsenate.gov/Laws/Statutes/2017/627.679>

## State Specific Consumer Mortgage Disclosures - Florida

### Clean Credit and Credit Report Security Freeze Notice

501.005 Consumer report security freeze.—

(17) Any written disclosure by a consumer reporting agency, pursuant to 15 U.S.C. s. 1681g, to any consumer residing in this state shall include a written summary of all rights the consumer has under this section, and, in the case of a consumer reporting agency which compiles and maintains consumer reports on a nationwide basis, a toll-free telephone number which the consumer can use to communicate with the consumer reporting agency. The information set forth in paragraph (b) of the written summary of rights must be in at least 12-point boldface type. The written summary of rights required under this section is sufficient if it is substantially in the following form:

(a) You have a right to place a “security freeze” on your consumer report, which will prohibit a consumer reporting agency from releasing any information in your consumer report without your express authorization. A security freeze must be requested in writing by certified mail to a consumer reporting agency. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent.

(b) YOU SHOULD BE AWARE THAT USING A SECURITY FREEZE TO CONTROL ACCESS TO THE PERSONAL AND FINANCIAL INFORMATION IN YOUR CONSUMER REPORT MAY DELAY, INTERFERE WITH, OR PROHIBIT THE TIMELY APPROVAL OF ANY SUBSEQUENT REQUEST OR APPLICATION YOU MAKE REGARDING A NEW LOAN, CREDIT, MORTGAGE, INSURANCE, GOVERNMENT SERVICES OR PAYMENTS, RENTAL HOUSING, EMPLOYMENT, INVESTMENT, LICENSE, CELLULAR PHONE, UTILITIES, DIGITAL SIGNATURE, INTERNET CREDIT CARD TRANSACTION, OR OTHER SERVICES, INCLUDING AN EXTENSION OF CREDIT AT POINT OF SALE.

(c) When you place a security freeze on your consumer report, you will be provided a personal identification number or password to use if you choose to remove the freeze on your consumer report or authorize the release of your consumer report for a designated period of time after the security freeze is in place. To provide that authorization, you must contact the consumer reporting agency and provide all of the following:

1. The personal identification number or password.
2. Proper identification to verify your identity.
3. Information specifying the period of time for which the report shall be made available.
4. Payment of a fee authorized by this section.

(d) A consumer reporting agency must authorize the release of your consumer report no later than 3 business days after receiving the above information.

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(e) A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account, that requests information in your consumer report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

(f) You have the right to bring a civil action against anyone, including a consumer reporting agency, who fails to comply with the provisions of s. [501.005](#), Florida Statutes, which governs the placing of a consumer report security freeze on your consumer report.

History.—s. 1, ch. 2006-124; s. 38, ch. 2011-194.

Source: <http://www.flsenate.gov/Laws/Statutes/2017/501.005>



## State Specific Consumer Mortgage Disclosures - Florida

### Rate Lock Agreement

494.0069 Lock-in agreement.—

- (1) Each lock-in agreement must be in writing and must contain:
  - (a) The expiration date of the lock-in, if any;
  - (b) The interest rate locked in, if any;
  - (c) The discount points locked in, if any;
  - (d) The commitment fee locked in, if any;
  - (e) The lock-in fee, if any; and
  - (f) A statement advising of the provisions of this part regarding lock-in agreements.
- (2) The mortgage lender shall make a good faith effort to process the mortgage loan application and stand ready to fulfill the terms of its commitment before the expiration date of the lock-in agreement or any extension thereof.
- (3) Any lock-in agreement received by a mortgage lender by mail or through a mortgage broker must be signed by the mortgage lender in order to become effective. The borrower may rescind any lock-in agreement until a written confirmation of the agreement has been signed by the lender and mailed to the borrower or to the mortgage broker pursuant to its contractual relationship with the borrower. If a borrower elects to so rescind, the mortgage lender shall promptly refund any lock-in fee paid.
- (4) Before issuing a mortgage loan rate lock-in agreement, a mortgage lender must have the ability to timely advance funds on all mortgage loans for which rate lock-in agreements have been issued. As used in this section, “ability to timely advance funds” means having sufficient liquid assets or a line of credit necessary to cover all rate lock-in agreements issued with respect to which a lock-in fee is collected.
  - (a) A mortgage lender that does not comply with this subsection may issue mortgage rate lock-in agreements only if, prior to the issuance, the mortgage lender:
    1. Has received a written rate lock-in agreement from a mortgage lender that complies with this subsection; or
    2. Has received a written rate lock-in agreement from an institutional investor or an agency of the Federal Government or the state or local government that will be funding, making, or purchasing the mortgage loan.
  - (b) All rate lock-in fees collected by a mortgage lender who is not in compliance must be deposited into an escrow account in a federally insured financial institution, and such fees may not be removed from such escrow account until:
    1. The mortgage loan closes and is funded;
    2. The applicant cancels the loan application or the loan application is rejected; or
    3. The mortgage lender is required to forward a portion of the lock-in fee to another mortgage lender, institutional investor, or agency that will be funding, making, or purchasing the loan. The mortgage lender may remove only the amount of the lock-in fee actually paid to another mortgage lender, institutional investor, or agency.
- (5) For purposes of this section, the term “lock-in fee” means any moneys advanced by the borrower to lock in for a specified period of time a specified interest rate or discount points.
- (6) The commission may adopt by rule a form for required lock-in agreement disclosures.

History.—ss. 40, 50, ch. 91-245; s. 4, ch. 91-429; s. 18, ch. 95-313; s. 543, ch. 2003-261; s. 53, ch. 2009-241.

Source: <http://www.flsenate.gov/Laws/Statutes/2017/494.0069>