M&M CONSULTING | Partners in Risk Management

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Practical Compliance

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In This Issue

Mortgage Servicing Rule – Upcoming Changes

We've received a number of inquiries regarding the upcoming regulatory changes resulting from the *2016 Mortgage Servicing Rule*. As you know, many of the changes contained in the Rule, published in the Federal Register on October 19, 2016, become effective on October 19, 2017. These changes impact the following servicing related issues:

- **Definition of "delinquency";**
- **Requests for information;**
- **Force-placed insurance;**
- **Early intervention;**
- **Loss mitigation;**
- **Prompt payment crediting;**
- **Periodic statements for charged-off mortgage loans; and**
- **Revised definition of "small servicer"**

In this article, we will discuss the key changes / new requirements involving each of these subject areas which impact large servicers.

Delinquency

The Rule uses a "rolling calendar" approach toward delinquency; and applies it in all servicing provisions of Regulation X, and the provisions regarding periodic statements for mortgage loans in Regulation Z. Specifically, delinquency is defined as *"a period of time during which a borrower and a borrower's mortgage loan obligation are delinquent."* A borrower and a borrower's mortgage loan obligation are delinquent beginning on the date a periodic payment sufficient to cover principal, interest, and, if applicable, escrow, becomes due and unpaid, until such time that there is no periodic payment due and unpaid.

To illustrate this point, consider a borrower with a mortgage loan that requires periodic payments of principal, interest, and escrow be made by the first of each month. The borrower fails to make the payment that is due on January 1. On January 31, the borrower is 30-days delinquent. On February 3, the borrower makes a periodic payment, and the servicer applies payments to the oldest outstanding periodic payment (i.e., the one that was due on January 1). You might think the borrower is no longer delinquent. However, under the Rule, on February 4, the borrower is 3-days delinquent for purposes of Regulation X's specified mortgage servicing provisions and Regulation Z's periodic statement provision.

Requests for Information

The Rule requires that a servicer provide specific responses to requests

from borrowers for ownership information; based on the owner of the loan or the trustee of the securitization trust in which the loan is held, and/or the nature of the request. Specifically:

- If *Fannie Mae* or *Freddie Mac* is the owner of the loan or the trustee of the securitization trust in which the loan is held, and the request expressly asks for the name or number of the trust or pool, the servicer must provide the name of the trust, and the trustee's name, address, and appropriate contact information.
- If *Fannie Mae* or *Freddie Mac* is the owner of the loan or the trustee of the securitization trust in which the loan is held, and the request does not expressly ask for the name or number of the trust or pool, the servicer complies by providing the name and contact information for *Fannie Mae* or *Freddie Mac*, as applicable.
- If *Fannie Mae* or *Freddie Mac* is not the owner of the loan or the trustee of the securitization trust in which the loan is held, the servicer must provide the name of the trust and the trustee's name, address, and appropriate contact information in response to any borrower request for ownership information.

Force-Placed Insurance

The Rule provides modified force-placed insurance disclosures and model forms for use in those situations that a servicer wishes to force-place insurance because the borrower has insufficient, rather than expiring or expired, hazard insurance on the property. In addition, a servicer now has the option to include a borrower's mortgage loan account number on the force-placed insurance notices required under §1024.37(c) – (e).

Early Intervention

The Rule clarifies a servicer's obligations for early intervention live contact and written notices. In addition, the exemption from early intervention for borrowers who are in bankruptcy, or who have invoked cease communication protection under the Fair Debt Collection Practices Act (FDCPA), has been revised.

A servicer must establish (or make good faith efforts to establish) live contact so long as the borrower remains delinquent, and must provide multiple early intervention written notices in certain circumstances. However, a servicer is not required to provide more than one written notice within a 180-day period. Thus:

- If the borrower is 45-days or more delinquent at the end of any 180-day period, a servicer must provide the written notice again no later than 180-days after providing the prior written notice;
- If the borrower is less than 45-days delinquent at the end of any 180-day period, a servicer must provide the written notice again no later than 45-days after the payment due date.

A servicer is exempt from the early intervention live contact requirements for a mortgage loan when either the following conditions is met: (1) any borrower on the loan is in bankruptcy; or (2) the servicer is a debt collector under the FDCPA with respect to the mortgage loan, and any borrower on the loan has invoked the FDCPA's cease communication protection with respect to that loan. Similarly, a servicer is exempt from the written notice requirements if either of these two conditions is met, and there is no loss mitigation option available. If a loss mitigation option is available, the servicer must comply with modified written notice requirements for the mortgage loan, unless both conditions listed in this paragraph apply.

Also, a servicer must resume compliance with the early intervention requirements once the bankruptcy case is closed or dismissed, or the borrower reaffirms personal liability for the mortgage loan. In addition, for "ride through" borrowers who have discharged personal liability for a mortgage loan, a servicer must resume compliance with the written notice requirements if the borrower has made any partial or periodic payment on the mortgage loan after commencement of the borrower's bankruptcy case.

Loss Mitigation

The following loss mitigation requirements under Regulation X have been revised and clarified by the Rule:

- A servicer must meet the loss mitigation requirements more than once in the life of a loan for borrowers who become current on payments at any time between a borrower's prior completed loss mitigation

application and a subsequently submitted loss mitigation application.

- A servicer may join the foreclosure action of either a superior or subordinate lienholder, due to the modification of an existing exception to the 120-day prohibition on foreclosure filing.
- A servicer must use a specific methodology to select the reasonable date by which a borrower should return documents and information to complete a loss mitigation application.
- A servicer's obligations have been clarified in cases where a borrower submits a complete loss mitigation application more than 37 days before the foreclosure sale. The servicer must not move for a foreclosure judgment, move for an order of sale, or conduct a foreclosure sale, even where a third-party conducts the sale proceedings, unless the borrower's loss mitigation application is properly denied, withdrawn, or the borrower fails to perform on a loss mitigation agreement. Absent one of the specified circumstances, conduct of the sale violates Regulation X.
- A servicer must promptly instruct foreclosure counsel not to make any further dispositive motion, to avoid a ruling or order on a pending dispositive motion, or to prevent conduct of a foreclosure sale, unless one of the specified circumstances is met. Counsel's failure to follow these instructions does not relieve a servicer of its obligations not to move for foreclosure judgment or order of sale, or conduct a foreclosure sale.
- A servicer must provide a written notice to a borrower within five days (excluding Saturdays, Sundays, or legal holidays) after it receives a complete loss mitigation application. The notice must indicate that the servicer has received a complete application and provide the date of completion, a statement that the servicer expects to complete its evaluation within 30 days from the date it received the complete application, and an explanation that the borrower is entitled to certain specific foreclosure protections and may be entitled to additional protections under state or federal law. The notice also must clarify that the servicer might need additional information later, in which case the evaluation could take longer and the foreclosure protections could end if the servicer does not receive the information as requested.
- A servicer must follow certain procedures in attempting to obtain documents or information not in the borrower's control and evaluate a loss mitigation application while waiting for third-party information. Specifically, a servicer must exercise reasonable diligence in obtaining the documents or information. A servicer is prohibited from denying borrowers solely because they lack these documents, except under limited circumstances. A servicer must promptly provide a written notice to the borrower they lack required third-party information within 30 days after receiving the borrower's complete application and cannot determine which loss mitigation options, if any, they will offer the borrower. In this circumstance, a servicer must complete all possible steps in the evaluation process within the 30 days, notwithstanding the lack of the required third-party information. A servicer must notify borrowers of the loss mitigation determination in writing promptly upon receipt of the third-party information they lacked.
- A servicer may offer a short-term payment forbearance program or short-term repayment plan based upon an evaluation of an incomplete loss mitigation application. A servicer must provide a written notice promptly after offering a short-term payment forbearance program or short-term repayment plan, unless the borrower has rejected the offer. The notice must state the specific payment terms and duration of the program or plan and include other specified information.
- A servicer may stop collecting documents and information from a borrower for a given loss mitigation option after receiving information confirming that, pursuant to any requirements established by the owner or assignee, the borrower is ineligible for that option. However, a servicer may not stop collecting documents and information for any loss mitigation option based solely upon the borrower's stated preference, but may stop collecting documents and information for any loss mitigation option based on the borrower's stated preference in conjunction with other information, as prescribed by requirements established by the owner or assignee of the mortgage loan.

When there is a loss mitigation application pending at the time of a servicing transfer, the transferee

servicer must comply with §1024.41's procedural requirements within the same timeframes that were applicable to the transferor servicer, with the following exceptions:

- If a transferee servicer acquires the servicing of a mortgage loan, and the period to provide the written notification required by §1024.41(b)(2)(i)(B) has not expired as of the transfer date, and the transferor servicer has not provided such notice, the transferee servicer must provide the notice within 10 days (excluding legal public holidays, Saturdays, and Sundays) of the transfer date.
- If a transferee servicer acquires the servicing of a mortgage loan for which a complete loss mitigation application is pending as of the transfer date, the transferee servicer must complete the evaluation within 30 days of the transfer date.
- If a borrower's appeal under §1024.41(h) is pending as of the transfer date or is filed shortly after the transfer date, a transferee servicer must determine the appeal within 30 days of the transfer date or 30 days of the date the borrower made the appeal, whichever is later, if it is able to determine whether it should offer the borrower the loan modification options subject to the appeal. If a transferee servicer is unable to determine an appeal, it must treat the appeal as a complete loss mitigation application, and evaluate the borrower for all loss mitigation options it has available to the borrower.

Prompt Payment Crediting

A servicer must treat periodic payments made by consumers who are performing under either temporary loss mitigation programs or permanent loan modifications as follows:

- Periodic payments made pursuant to temporary loss mitigation programs must continue to be credited as specified in the loan contract, and could, if appropriate, be credited as partial payments.
- Periodic payments made pursuant to a permanent loan modification must be credited under the terms of the permanent loan agreement.

Periodic Statements

A servicer is exempt from the periodic statement requirement for charged-off mortgage loans, if: (1) it will not charge any additional fees or interest on the account; and (2) it provides within 30 days of charge-off or the most recent periodic statement, a periodic statement, clearly and conspicuously labeled ''Suspension of Statements & Notice of Charge Off— Retain This Copy for Your Records,'' and that statement contains the additional required disclosures related to the effects of charge-off.

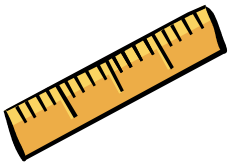
Small Servicers

The criteria for qualifying as a small servicer has been modified to exclude from the following additional types of loans being counted toward the 5,000 loans limit: certain seller-financed transactions, and mortgage loans voluntarily serviced for a non-affiliate, even if the non-affiliate is not a creditor or assignee. This revision is intended to allow for additional servicers to be classified, and others to remain classified, as a small servicer.

Other Changes - Effective April 19, 2018

Just a reminder that there are other changes in the Mortgage Servicing Rule that become effective on April 19, 2018. Most of these changes involve "successors in interest" (i.e., requirements for identification and confirmation, for handling requests they submit, and for providing Notices and Disclosures to them). The other changes involve requirements to provided modified periodic statements / notices to consumers who have filed for bankruptcy, subject to certain exemptions. We plan to discuss these changes in greater detail in a subsequent edition of *Practical Compliance*.

Short Clips



FinCEN to Hold Technical Webinar on CTR Changes

On May 24, 2017, The FinCEN announced that it will host a technical webinar on June 21, 2017 on the technical updates to the Currency Transaction Report used for Bank Secrecy Act reporting through the agency's e-filing system, which go into effect in August 2017.

Labor Secretary Indicates No Further Delay in Fiduciary Rule Effective Date

On May 23, 2017, Department of Labor (DOL) Secretary Alexander Acosta announced, in a Wall Street Journal op-ed, that the DOL will not delay the June 9, 2017 effective date for the fiduciary rule; citing the Administrative Procedures Act, which governs federal rulemaking, as not allowing for a further delay. On May 2, 2017, members of Congress sent a letter to Secretary Acosta calling for an additional delay to the fiduciary rule, which expands the definition of "fiduciary" under the Employee Retirement Income Security Act and the Internal Revenue Code.

CFPB Releases Assessment Plan for Servicing Rule Review

On May 5, 2017, the CFPB released a plan to assess the effectiveness of its 2013 final rule governing mortgage servicing. This assessment plan is required by the Dodd-Frank Act. It incorporates servicer activities to comply, consumer uses of rights granted in the rule and consumer outcomes that the rule sought to affect, such as fees assessed and paid, and delinquencies. It also encompasses amendments made to the servicing rule before it took effect in January 2014. The assessment is expected to be completed by 2019. A Notice of the assessment and a request for information was published in the Federal Register on May 11, 2017, and the opportunity to comments ends on July 10, 2017.

FFIEC CRA & HMDA Website Updates

On May 3, 2017, the FFIEC released a preview of the field changes for the upcoming 2017 FFIEC Census File on its CRA & HMDA websites, as required under the American Community Survey (ACS). The 2017 Census file, based on the 2011-15 ACS five-year estimates, is used in reporting under the Community Reinvestment Act and Home Mortgage Disclosure Act. These estimates will be used for the annual FFIEC Census files through 2021.

CFPB Finalizes Delay of Prepaid Rule Effective Date

On April 20, 2017, the CFPB finalized a six-month extension of the effective date of its final rule on covered prepaid accounts. The final rule, originally scheduled to take effect on October 1, 2017, will now go into effect on April 1, 2018. The Bureau also indicated that it will revisit two implementation issues through a separate rulemaking process: linking credit cards to digital wallets capable of storing funds; and error resolution and limits on liability for prepaid accounts that are not registered or cannot be registered. The extension was published in the Federal Register on April 25, 2017.

CFPB Issues Proposal to Clarify Mortgage Data Rule

On April 13, 2017, the CFPB issued a proposal to facilitate compliance with the 2015 updates to the Home Mortgage Disclosure Act (HMDA) rule. The proposed changes would help financial institutions comply with the 2015 HMDA Final Rule by clarifying the information they are required to collect and report about their mortgage lending. The proposal was published in the Federal Register on April 25, 2017, and the opportunity to comments ends on May 25, 2017.

OCC Issues New Exam Guidance on Retail Lending

On April 12, 2017, the OCC issued a new booklet on retail lending as part of its Comptroller's Handbook. The new booklet discusses risks associated with retail lending and provides a framework for examiners to evaluate retail credit risk management activities. The booklet supplements the core assessment sections of the Comptroller's Handbook booklets on large bank supervision, community bank supervision and federal branch and agency supervision.

Good to Know

Send your questions to the
answerperson@mandm.consulting

Sending requests to the above address gets you a written response to your questions. Emails sent to the answer person are received and responded to five days a week.

Q: Are there any rules or guidelines as to how many days a Trustee/Executive Officer could be overdrawn due to an inadvertent overdraft? The Bank has some very old procedures which state that we will monitor the account to ensure the overdraft is cleared within 10 days.

A: §215.4(e)(2) of Regulation O states that such overdrafts must be cleared within 5 business days. Specifically:

"The prohibition in paragraph (e)(1) of this section does not apply to payment of inadvertent overdrafts on an account in an aggregate amount of $1,000 or less, provided:

(i) The account is not overdrawn for more than 5 business days; and

(ii) The member bank charges the executive officer or director the same fee charged any other customer of the bank in similar circumstances."

Q: We choose to provide a revised LE if a customer changes their loan amount and/or for other reasons that are not considered a "changed circumstance" in regards to the regulation. In these instances, in determining the tolerances, we refer to the fee on the initial Loan Estimate. However, is it okay to rely on the Cash to Close tables from the revised LE when completing the Closing Disclosure?

For example, we received a loan application on March 1, 2017, and provided the initial LE on March 2, 2017, and a revised "courtesy" LE issued due to new loan amount on March 15, 2017.

Can we use the Cash to close figures from the March 15th LE when completing the LE side of the Cash to Close table on the CD or should we be using the figures from the initial LE? The revised LE would have a more accurate figure for prepaid interest and sometimes we have more information on deposits made for a purchase or the amount of closing costs to be paid from the loan account.

A: It doesn't appear that you can provide updated amounts in the Cash to Close tables if the revised LE is not required and if the updated amounts did not "trigger" the revised LE.

For purposes of comparison to the Closing Disclosure, you still need to utilize the Total Closing Costs (J), Closing Costs Financed, and the individual charges making up that total, from the initial Loan Estimate. As you indicated, none of the individual or aggregate charges prompted a Revised LE, so none of the revised charges can be used for comparative purposes.

As far as using Revised LE information for totals that represent amounts used in the Calculation not associated with Loan Costs or Other Costs (e.g., Down Payment, Seller Credits, etc.), I could not find anything definitive in the Regulation one way or another. So, I went back over the Calculating Closing Costs sections of the CFPB webinars of 10/01/14 and 05/25/15. In both presentations, it was stated that these amounts (non-Loan Costs / non-Closing Costs) are to be based on the best information available at the time the initial Loan Estimate is issued; and as these amounts are not subject to the good faith determination tolerances, there is no need for an updated / revised disclosure of these amounts if a revised LE is not produced due to a changed circumstance.

Q: We have a loan application for a farm. There is a single-family home on the land. Does the Bank need to issue the applicant an appraisal notice?

A: I find nothing in Regulation B or its Commentary to indicate that a loan secured by this type of property would be excluded from the Appraisal Notice requirement.

§1002.14(a)(1) states, in part, that: *"A creditor shall provide an applicant a copy of all appraisals and other written valuations developed in connection with an application for credit that is to be secured by a first lien on a dwelling".*

The term "dwelling" is defined in §1002.14(b)(2) as *"... a residential structure that contains one to four units whether or not that structure is attached to real property. The term includes,*

but is not limited to, an individual condominium or cooperative unit, and a mobile or other manufactured home".

Further, the regulation appears to make no distinction as to whether the lien on the dwelling is a major or minor component of the collateral.

Q: We recently decided to revoke the CTR filing exemption for one of our business customers. We completed and submitted an exemption revocation form, but subsequently noted that the TIN number listed on the exemption revocation was incorrect by one digit. I cannot find any guidance on how to amend a revocation and correct the TIN number. Can you advise as to the proper way to address this situation?

A: Based on my research, you should ultimately receive an error notification from FinCEN regarding this error (as is the case for a subsequently detected error on submitted CTR). There are DOEP Error Correction Procedures in Attachment B of the *FinCEN Designation of Exempt Person (FinCEN Form 110) Electronic Filing Requirements* which can guide you in this area when the time comes.

Q: We are working on a commercial loan where we will be taking land and solar panels as collateral. However, there is a small pump house on the land that is worth approximately $4,300. The customer doesn't want to pay for flood insurance because he will end up paying more in insurance over the life of the loan than what the building is worth.

Could we potentially avoid the flood insurance requirement if we specifically exclude taking the pump house as collateral in the mortgage deed and the note?

A: Q&A Item #24 in the 2009 Interagency Questions and Answers Regarding Flood Insurance does technically allow for a lender to take such actions in cases like this. It adds, however, that there are risks associated with "carving out" structures from the loan collateral that the lender should fully analyze before doing so.

The text of Q&A Item #24 reads as follows:

Some borrowers have buildings with limited utility or value and, in many cases, the borrower would not replace them if lost in a flood. Is a lender required to mandate flood insurance for such buildings?

Answer: Yes. Under the Regulation, lenders must require flood insurance on real estate improvements when those improvements are part of the property securing the loan and are located in an SFHA and in a participating community. The lender may consider ''carving out'' buildings from the security it takes on the loan. However, the lender should fully analyze the risks of this option. In particular, a lender should consider whether it would be able to market the property securing its loan in the event of foreclosure. Additionally, the lender should consider any local zoning issues or other issues that would affect its collateral.

Q: Can you clarify what the State of Maine's late fee rules are for auto loans, personal loans, credit cards, and home equity loans/line of credit?

A: There appears to be only one area in the Maine Consumer Credit Code that applies to closed-end and open-end types of consumer credit; §2-502, Title 9-A ; which states:

Delinquency charges

1. *A creditor may contract for and receive a delinquency charge on any outstanding, unpaid installment payment or portion of such payment due under a consumer credit transaction or open-end credit plan not paid in full within 15 days after its scheduled or deferred due date in an amount not exceeding the greater of:*
   - *A. An amount, not exceeding $10, that is 5% of the unpaid amount of the installment; or [2003, c. 100, §2 (AMD).]*
   - *B. The deferral charge, section 2-503, that would be permitted to defer the unpaid amount of the installment for the period that it is delinquent.*

Q: We have a HMDA question involving a loan from our commercial lending area. The transaction involves the purchase of an abandoned single-family dwelling that has been damaged by fire. The borrower intends to subdivide the land into two parcels and to build two single-family dwellings. Given that the existing dwelling is damaged and abandoned, we question if the loan is HMDA reportable? Can we get your opinion?

A: In my opinion, the loan would be HMDA Reportable as a home purchase. I find nothing in the regulation, commentary, or articles on the subject that exclude damaged or abandoned single family dwellings from coverage.

With respect to the loan purpose, the home purchase component of the transaction is the overriding factor in determining loan purpose for HMDA, even if the loan includes funds to be used to demolish the existing dwelling or for the new construction.

Q: Although we do not report the CRA data I do put together the information for consideration during the examination. We have a few loans that may be considered community development. If the loans are community development can they also be listed on the small business report?

A: The only allowable "double reporting" of a community development loan is a multifamily dwelling loan, which may also be reported for HMDA purposes. Also, based on the section on Page 10 of *A Guide to CRA Data Collection and Reporting* entitled Loans Not Reported as Community Development Loans, loans that meet the regulatory definition of a "CRA small business loan" must be reported as such, even if they qualify as community development loans.

Q: I have a question regarding the Total of payments calculation on the Closing Disclosure. Is the Total of Payments supposed to equal the Finance Charge plus the Loan Amount, or the Finance Charge plus the Amount Financed?

A: The Total of Payments calculation on the Closing Disclosure is different than the pre-TRID Total of Payments calculation (which was the Finance Charge plus the Amount Financed as reflected in the old "Fed Box" disclosure.

The TRID Total of Payments calculation is a bit more complicated, and is based on the following items (as applicable):

- **Loan Amount**, plus
- **Repayment & Prepaid Interest** *(TIP in Loan Calculations Table)*, plus
- **Total PMI Repayment** *(if applicable, based on Repayment & PMI Amortization Schedules)*, plus **Total Loan Costs** *(CD Page 2 - Section D)*, plus
- **MI-Prepaid & Escrow** *(if applicable - CD Page 2 - in Section F & G)*

Q: We have a flood insurance scenario that I'm looking to receive some guidance on. We have a commercial customer who has two loans, both of which are secured by the same two structures that are in a flood zone. The specifics regarding the loans and the properties are as follows:

Structure 1:
Combined Loan balance: $200,982.97
Replacement Cost Value: $369,910
Commercial Minimum: $500,000

Structure 2:
Combined loan balance: $200,982.97
Replacement Cost Value: $118,891
Commercial Minimum: $500,000

Am I correct that Structure 1 needs $200,982.97 in flood insurance and Structure 2 needs $118,891 in flood insurance, even though the combined insured amounts would total more than the combined loan balance? It's my understanding that flood insurance is based on each structure that is within a flood zone, and not a combination based on the customer.

A: The calculation for determining the amount of flood insurance required when dealing with multiple structures is based on the combined / aggregate loan balance, the combined replacement cost value of the properties, and the combined maximum allowable amount of insurance for the type of properties. In your scenario, these amounts would be:

- Combined Loan balance: $200,982.97
- Combined Replacement Cost Value: $488,801
- Combined Commercial Minimum: $1,000,000

In this instance, as the aggregate loan amount is relatively small, you need to split the amount of coverage appropriately between the two properties; for example, $133,988 on Structure 1 and $66,994 on Structure 2 *(please note: you can't have more than $118,891 [the current replacement cost value] on Structure 2)*.

I base my opinion on the information provided in the 2013 National Flood Determination Association Presentation (Slide #12) and the FDIC Flood Insurance FAQ Presentation (Slide #13).

Important Dates– Don't Forget!

Generally, we retain the prior month, and go forward for at least a year as known. Dates are either effective dates of Final Rules, or end of the comment period for proposed rules.)

05/04/2017 CFPB, Reg. B Proposed Amendments to Facilitate Reg. C Compliance. End of Comment Period.
05/19/2017 CFPB, Request for Information - Alternative Data Use in Credit Process. End of Comment Period.
05/23/2017 CFPB, Request for Comment - Effectiveness of the Remittance Rule. End of Comment Period.
05/25/2017 CFPB, HMDA - Proposed Technical & Clarifying Amendments. End of Comment Period.
06/09/2017 Dept. of Labor, Fiduciary Rule Implementation Date. Postponed from original 04/10/17 Date.
07/10/2017 CFPB, Request for Comment - Effectiveness of the Servicing Rule. End of Comment Period.
09/15/2017 Next Day ACH Program. Effective Date of Phase 2 Implementation.
09/29/2017 NACHA Rule on Registration of Third-party Senders. Effective date for compliance by ODFIs.
10/01/2017 Military Lending Act Regulation. Sections on credit card accounts become mandatory.
10/19/2017 CFPB, 2016 Mortgage Servicing Rules. Mandatory compliance date for sections of the Final Rule relating to Delinquency, Requests for Information, Force-Placed Insurance disclosures, Early Intervention, Loss Mitigation, Prompt Payment Crediting, and Small Servicers.
01/01/2018 HMDA, Regulation C. Revised transaction coverage and expanded fields effective.
04/01/2018 CFPB, Prepaid Accounts Rule. New Mandatory compliance date for most Reg. E & Reg. Z changes originally scheduled to become effective on 10/01/17.
04/19/2018 CFPB, 2016 Mortgage Servicing Rules. Mandatory compliance date for sections of the Final Rule relating to Successors in Interest, and Periodic Statements.
05/11/2018 FinCEN, CDD / Beneficial Ownership Rules. Mandatory compliance date.
10/01/2018 CFPB, Prepaid Accounts Rule. Mandatory compliance date regarding electronic transaction histories, and for submitting prepaid account agreements to the CFPB.
01/01/2019 HMDA, Regulation C. Effective date for changes to enforcement and reporting provisions.
10/01/2019 CFPB, Prepaid Accounts Rule. Mandatory compliance date for providing the full 24 months of written account transaction history upon request.
01/01/2020 HMDA, Regulation C. Quarterly reporting for high volume reporters starts.

More Important Dates... 2017 M&M Compliance School

The 2017 *M&M Compliance School* will be held September 19 & 20, 2017 (Tuesday - Wednesday) at the *Doubletree by Hilton* in Milford, Massachusetts (Exit 19 off I-495). The cost for this year's program for clients is $325 for both days! Stay tuned for more information. Registration will begin shortly.

