

TRID Changed Circumstance Matrix

Specifies CMG Financial's decisions on when to redisclose the Loan Estimate (LE) and Closing Disclosure (CD). Creditors must adhere to all requirements in Regulation Z §1026.19(e) and (f).



DISCLAIMER: This document is for general informational purposes and does not contain or convey legal advice. The information presented should not be used or relied upon in regard to any particular facts or circumstances without first consulting legal counsel. Any questions pertaining to this information should be directed to your legal counsel. CMG Financial reserves the right to decline any loan that does not meet requirements.

Scenario	Sections That May Be Impacted	Revised Loan Estimate (or Initial Closing Disclosure*)	Revised Closing Disclosure**
Acts of God, War, Disaster or Other Emergencies	-	Could result in rate/pricing change and/or program change. Refer to the related scenario.	Could result in rate/pricing change and/or program change. Refer to the related scenario.
Adding / Removing Borrower	A, B, C	Redisclose the same LE and initial disclosures to the new borrower as informational. This should not trigger any fee changes for a revised LE to be issued unless adding/removing a borrower causes a pricing or program change. Initial CD must reflect correct info.	Should not be adding/removing borrowers once the initial CD is out. If truly required, redisclose the CD to ensure correct for consummation. Only pricing/fee adjustments subject to no tolerance or within the threshold for the 10% tolerance category may be charged to the borrower.
Adding / Removing Impounds with Pricing Change	A, G, J	If adding/removing impounds requires a pricing change, redisclose the LE. Pricing adjustments directly related to the addition or removal of impounds can be imposed on borrower. (Lender credit FOR interest rate chosen may change if directly related to the pricing change.)	Redisclose the CD. Pricing adjustments due to the addition or removal can be charged to borrower. (Lender credit FOR interest rate chosen may change if directly related to the pricing change.)
Adding / Removing Impounds without Pricing Change	A, G	This does not trigger redisclosure as long as an impound/escrow waiver fee is not charged. Do show the change on any subsequent revised LEs that are required; definitely disclose on the initial CD.	Redisclose the CD to ensure correct for consummation. Only pricing/fee adjustments subject to no tolerance or within the threshold for the 10% tolerance category may be charged to the borrower.
Appraisal - Property Value Change	A, F, G	This does not trigger redisclosure unless the value change results in a pricing or program change (due to LTV, eligibility, etc.). Refer to those scenarios if applicable. Initial CD must reflect correct info.	Redisclose the CD for any changes to ensure correct for consummation. Only pricing/fee adjustments subject to no tolerance or within the threshold for the 10% tolerance category may be charged to the borrower.
Appraisal - Rush Fee	B	Only a valid COC if the borrower requests the rush fee. If requested by the borrower, it must be documented in the loan file and then redisclose the LE.	Redisclose the CD to ensure correct for consummation. The fee adjustment cannot be charged to borrower. Creditor must cover the cost.
Appraisal - Unique Property Characteristic Unknown or Undisclosed by Applicant	B	It is a valid COC as long as the change is unknown until appraiser visited property. Must be redisclosed within 3 business days of notification from the appraiser. (Example 1: There are additional buildings on the property that need to be appraised and that information was unknown at the time of the initial LE. Example 2: Borrower stated the property was a single family residence, however when the appraiser visits the property, it's actually a condo.)	Redisclose the CD to ensure correct for consummation. The fee adjustment cannot be charged to borrower. Creditor must cover the cost.
Appraisal - Value is over \$1,000,000	B	Only a valid COC to increase the appraisal cost if the estimated value provided by the borrower was under \$1,000,000. If the purchase contract has a sales price of \$1,000,000 or higher, then it's not a valid COC.	Redisclose the CD to ensure correct for consummation. The fee adjustment cannot be charged to borrower. Creditor must cover the cost.
APR Change Up / Down	A, B, C, F, G	APR Change in itself is not a trigger to redisclose. Only redisclose if/when the fees impacting the APR change and affect the tolerance baselines. Refer to the related scenario.	Refer to the related scenario that caused the APR to change.
Borrower Buying Down Rate or Increasing Rate	A, J	Redisclose the LE. Refer to the Rate Lock / Rate Lock Extension scenarios.	Redisclose the CD. Refer to the Rate Lock Extension scenario.
Borrower Name Change	C	Does not trigger redisclosure. Subsequent LEs required for valid reasons must reflect the correct name. Initial CD must be accurate. (Note: The only fee change could be a quit claim deed on a refinance to correct the borrower's name on vesting. If this scenario applies, then the cost of the quit claim deed may be added but the LE, but the 10% tolerance baseline does not reset until the aggregate of the 10% tolerance fees to increases over the 10% baseline.)	Redisclose the CD to ensure correct for consummation. (Note: If a quit claim deed is needed on a refinance to correct the borrower's name on vesting, the cost may be charged to the borrower, however if it exceeds the cumulative 10% tolerance baseline, creditor must pay the excess.)
Borrower Selected Service Provider Not on the Service Provider List	C	Does not trigger redisclosure of the LE. Actual fees from the Service Provider chosen will be reflected on the initial CD. (Loan Officers may use Fee Worksheets to disclose actual costs to the borrower prior to the initial CD being disclosed.)	N/A
Credit Eligibility Change Due to New Information Received After Application	-	Could result in rate/pricing change and/or program change. Refer to the related scenario.	Credit eligibility should be finalized before the initial CD. However, if new information is received, it could result in rate/pricing change and/or program change. Refer to the related scenario.

Credit Supplement	B	Requires redisclosure, however the credit supplement must be for a valid reason - required by the underwriter to clarify, correct or update information or obtain information for undisclosed debt monitoring.	Redisclose the CD to ensure correct for consummation. The fee adjustment cannot be charged to borrower. Creditor must cover the cost.
Escrow Holdback Fee	C	If the appraisal identifies repairs needed and an escrow holdback is requested by the borrower and approved by underwriting, then this fee charged by the closing agent may be added to the LE, however the 10% tolerance baseline does not reset until the aggregate of the 10% tolerance fees to increases over the 10% baseline.	Redisclose the CD to ensure correct for consummation. Only pricing/fee adjustments subject to no tolerance or within the threshold for the 10% tolerance category may be charged to the borrower.
Inspection Required due to the Appraisal	B	If an inspection is required after review of the appraisal, the charge must be disclosed within 3 days of the underwriting condition being added. <i>Note: It is not valid COC if the inspection is required per loan program requirements and the creditor failed to disclose it on the initial LE.</i>	Redisclose the CD to ensure correct for consummation. The fee adjustment cannot be charged to borrower. Creditor must cover the cost.
Final Inspection (1004D) Required on the Appraisal	B	If a final inspection is required after review of the appraisal, the charge must be redisclosed within 3 business days of the underwriting condition being added. <i>Note: It is not valid COC if the final inspection is required per loan program requirements and the creditor failed to disclose it on the initial LE.</i>	Redisclose the CD to ensure correct for consummation. The fee adjustment cannot be charged to borrower. Creditor must cover the cost.
Flood Insurance Requirement Discovered	F, G	The need for flood insurance is not a trigger to redisclose the LE. Do show the flood insurance on any subsequent revised LEs that are required; definitely disclose on the initial CD.	Redisclose the CD to ensure correct for consummation.
Lender Credit For Interest Rate Chosen Changed (Pricing Updated)	J	Redisclose the LE. Lender credit FOR interest rate chosen may change if directly related to a rate lock change.	Redisclose the CD to ensure correct for consummation.
Lender Credit NOT for Interest Rate Chosen Added / Increased	J	Adding or increasing a General Lender Credit does not trigger an LE redisclosure. Do show the flood insurance on any subsequent revised LEs that are required; definitely disclose on the initial CD. <i>Note: General Lender Credits cannot be reduced from amount on previously disclosed LE.</i>	Redisclose the CD to ensure correct for consummation. Specific lender credits are applied directly to the fees using the "Paid by Others" column. <i>Note: The total General Lender Credit cannot be reduced from amount on previously disclosed LE or CD.</i>
Loan Amount Change	A, C, F, G	Redisclose the LE only if the fees directly tied to the loan amount change increased over the applicable tolerance baseline (zero or 10%).	Redisclose the CD. Pricing/fees adjustments directly tied to the loan amount change can be charged to borrower.
Loan Program / Terms Change	A, B, C, F, G	Redisclose the LE only if the fees directly tied to the loan program/terms change increased over the applicable tolerance baseline (zero or 10%).	Redisclose the CD to ensure correct for consummation. No pricing/fee adjustments may be charged to the borrower. Creditor must cover the cost. <i>Note: 3 business day waiting period must restart if the product changes (e.g. Fixed to ARM).</i>
Mortgage Insurance Program Change Requested by Borrower	B, F	Monthly MI changes does not require redisclosure. Do show the Monthly MI change on any subsequent revised LEs that are required; definitely disclose on the initial CD. Upfront MI change does require redisclosure.	Redisclose the CD to ensure correct for consummation. Upfront MI adjustment cannot be charged to the borrower. Creditor must cover the cost.
Occupancy Change	-	Could result in rate/pricing change and/or program change. Refer to the related scenario.	Occupancy should be finalized before the initial CD. However, if new information is received, it could result in rate/pricing change and/or program change. Refer to the related scenario.
Pest Inspection - Required by Contract	H	If the pest inspection is required by contract rather than the creditor's requirement, then this does not trigger a redisclosure. Fee belongs in Section H "Other" and would be disclosed on any subsequent LEs; definitely disclosed on the initial CD.	Redisclose the CD to ensure correct for consummation.
Pest Inspection - Required by Underwriter	C	If the pest inspection is required after review of appraisal, the charge must be disclosed within 3 business days of the underwriting condition being added. <i>Note: It is not valid COC if the pest inspection is required per loan program requirements and the creditor failed to disclose it on the initial LE.</i>	Redisclose the CD to ensure correct for consummation. The fee adjustment cannot be charged to borrower. Creditor must cover the cost.
Property Address Typo	-	This does not trigger a redisclosure. Subsequent LEs required for valid reasons must reflect the correct address. Initial CD must be accurate.	N/A
Property Identified on TBD	-	LEs are not issued on TBD loans, so this event had triggered the initial LE.	N/A
Rate Lock	A, J	Redisclose the LE. Pricing/fee adjustments directly related to the lock can be imposed on borrower. (Lender credit FOR interest rate chosen may change if directly related to the lock.)	N/A

Rate Lock Expires	A, J	Nothing required for expiration. LE would be redisclosed for the re-lock. Refer to the Rate Lock scenario.	Nothing required for expiration. CD would be redisclosed for the re-lock. Pricing/fee adjustments directly related to the lock can be imposed on borrower. (Lender credit FOR interest rate chosen may change if directly related to the lock.)
Rate Lock Extension	A, J	Redisclose the LE. Pricing/fees adjustments directly related to the lock extension can be imposed on borrower. (Lender credit FOR interest rate chosen may change if directly related to extension.)	Redisclose the CD. Pricing/fees adjustments directly related to the lock extension can be imposed on borrower. (Lender credit FOR interest rate chosen may change if directly related to extension.)
Sales/Purchase Price Change	A, F, G	This does not trigger redisclosure unless the sales price change results in a pricing or program change (due to LTV, eligibility, etc.) or a change to transfer tax. Refer to those scenarios if applicable. Initial CD must reflect correct info.	Sales Price should be finalized before the initial CD. However, if new information is received, it could result in rate/pricing change and/or program change. Refer to the related scenario.
Title Binder Requires Additional Services / Conditions	C	If additional services/addendums are needed due to information unknown at the time of the initial LE (e.g. property type change that requires additional addendums), the cost may be added to the LE, however the 10% tolerance baseline does not reset until the aggregate of the 10% tolerance fees to increases over the 10% baseline.	Redisclose the CD to ensure correct for consummation. Only pricing/fee adjustments subject to no tolerance or within the threshold for the 10% tolerance category may be charged to the borrower.
Transfer Tax Change due to Sales Price Change	E	Redisclose the LE for an increase to the transfer tax. A decrease does not trigger redisclosure, however do show the decreased transfer tax on any subsequent revised LEs that are required; definitely disclose on the initial CD	Redisclose the CD to ensure correct for consummation. The fee adjustment cannot be charged to borrower. Creditor must cover the cost.
VA Funding Fee Increased	B	Only a valid COC if due to a change in loan amount or the borrower provided inaccurate information upfront regarding eligibility. For audit purposes, the borrower must sign a LOE confirming that he/she told the Loan Officer that inaccurate information. <i>Note: If the fee increase is due to creditor or Loan Officer's mistake, then it is not a valid COC.</i>	Certificate of Eligibility is required before the initial CD is issued. If Funding Fee was disclosed incorrectly, redisclose the CD to ensure correct for consummation. The fee adjustment cannot be charged to borrower. Creditor must cover the cost.
VA Funding Fee - Not Exempt Anymore	B	Only a valid COC if the change is due to the borrower providing inaccurate information upfront. For audit purposes, the borrower must sign a LOE confirming that he/she told the Loan Officer that inaccurate information. <i>Note: If the fee increase is due to creditor or Loan Officer's mistake, then it is not a valid COC.</i>	Certificate of Eligibility is required before the initial CD is issued. If Funding Fee was disclosed incorrectly, redisclose the CD to ensure correct for consummation. The fee adjustment cannot be charged to borrower. Creditor must cover the cost.
Verbal or Written VOE Fee Added	B	Redisclose the LE within 3 business days of notification of the fee (this fee is zero tolerance since the borrower cannot shop for the provider).	Redisclose the CD to ensure correct for consummation. The fee adjustment cannot be charged to borrower. Creditor must cover the cost.
Wholesale - Borrower Paid Compensation as Flat Fee or Percentage	A	Must be determined before initial LE. Origination Fee (Flat Fee vs. Percentage) cannot change during the loan process.	N/A
Wholesale - Lender Paid to Borrower Paid (and vice versa)	A	<i>Not allowed as a practice - Requires management approval.</i> Must have valid reason to change. The borrower should sign a LOE acknowledging the change in pricing/fees that results from the change.	Cannot change once the initial CD is out.

**If it is less than 4 business days to the consummation date, the changed circumstance may appear on the initial CD.*

***The three reasons to require the 3 business day waiting period to restart is the APR becoming inaccurate (i.e. all increases over tolerance and decreases over tolerance that are not solely due to overstated finance charges), a loan product change (e.g. Fixed to ARM), and the addition of a prepayment penalty.*

Updated information that does not require the LE to be redisclosed are populated on any subsequent revised LEs that are required for other valid reasons and also must be disclosed on the initial CD

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