



**WESTCOR**<sup>®</sup>  
LAND TITLE INSURANCE COMPANY

*Florida Summer*



# **Seminole**

*Pensacola / Tampa  
Fort Lauderdale / Orlando*  
**2026**

# Florida Summer Seminar Series

## AGENDA

8:30 a.m. – 10:00 a.m.	Breakfast, Registration, and Vendor Lobby Open
10:00 a.m. – 10:15 a.m.	Welcome & Team Introduction (Tim Butts)
10:15 a.m. – 11:15 a.m.	Staying Compliant with Digital Marketing for Title Agents & Agent Attorneys (Presented by: Brad Erb)
11:15 a.m. – 11:30 a.m.	Break
11:30 a.m. – 12:30 p.m.	Five AI Workflows Every Title Agent Should Know (Presented by: Kelsey Falcone)
12:30 p.m. – 1:30 p.m.	Lunch - Vendor Lobby Open
1:30 p.m. – 2:30 p.m. (Ethics)	Ethics for Florida Title Insurance Agents: Fraud Prevention, Escrow Duties, and Professional Responsibility (Presented by: Sabine Seidel & Tim Butts)
2:30 p.m. – 2:45 p.m.	Break
2:45 p.m. – 3:45 p.m.	Current Fraud Concerns and Protection Strategies in the Title & Settlement Industry (Presented by: Matthew Froning)
3:45 p.m. – 4:00 p.m.	Vendor Introductions & Drawings/Adjourn
4:00 p.m. – 6:00 p.m.	Cocktail Reception

\*Pensacola, Tampa, Fort Lauderdale, Orlando

This Seminar has been approved for: 4 Continuing Education Credits (1 Ethics & 3 General) with the Florida Department of Financial Services and for 4 Continuing Legal Education Credits (1 Ethics & 3 General) with the Florida State Bar. FL Bar Course No: 2603602N | Provider ID: 365524 | DFS Course ID: 137752 | DFS Course Offering ID Pensacola: 1237587 | DFS Course Offering ID Tampa: 1237589 | DFS Course Offering ID Ft. Lauderdale: 1237591 | DFS Course Offering ID Orlando: 1237592



# Staying Compliant with Digital Marketing

Presented By: Bradley Erb



## 626.9541 – Unfair or Deceptive Acts

Don't mislead, exaggerate, or leave out important facts in your marketing. Anything that could confuse or deceive a consumer or referral partner is a problem.

### What this means:

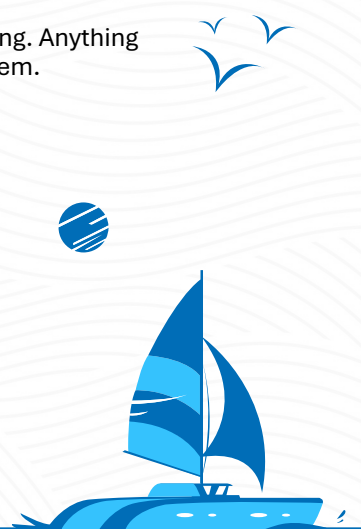
- Be honest, transparent, and complete.
- No misleading claims about services, speed, and pricing.
- Testimonial and stats must be accurate and verifiable.

### Example 1 – Misleading “Fastest Closings” Claim:

- ❌ **Don'ts:** “We guarantee the fastest closings in Florida”  
**Why it's a problem:** Cannot substantiate across all competitors.
- ✅ **Do's:** “Known for efficient and timely closings based on client feedback”

### Example 2 – Selective Testimonial Use:

- ❌ **Don'ts:** Posting only 5-star reviews while hiding known service issues.  
**Why it's a problem:** Creates a misleading impression.
- ✅ **Do's:** Use real testimonials and avoid altering meaning(s).



## 626.9541 – Title Agent Restrictions

Title agents cannot give anything of value to get referrals. This is one of the most important rules for your audience.

### What this means:

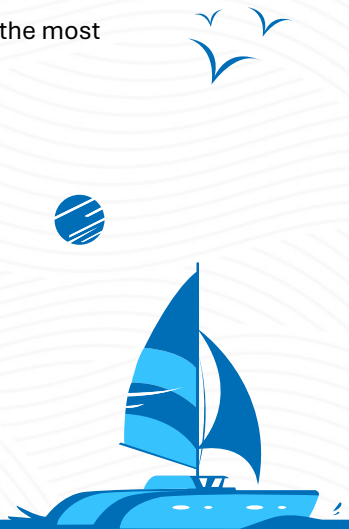
- No gifts, incentives, or perks tied to referrals.
- Applies to realtors, lenders, attorneys, builders, etc.
- Even small “marketing support” can be risky.

### Example 1 – Sponsoring Client Event Improperly:

- ✗ **Don'ts:** Paying 100% for a realtor's clients appreciate party.
- Why it's a problem:** Could be seen as inducement for referrals.
- ✓ **Do's:** Cost-share proportionally and document it.

### Example 2 – Gift Cards for Referrals:

- ✗ **Don'ts:** Sending a \$25 gift card after each closing.
- Why it's a problem:** Direct referral incentive.
- ✓ **Do's:** Send a thank-you note with no monetary value.



## 627.780 – Inducement Prohibitions

You cannot offer anything of value to influence someone's choice of title services.

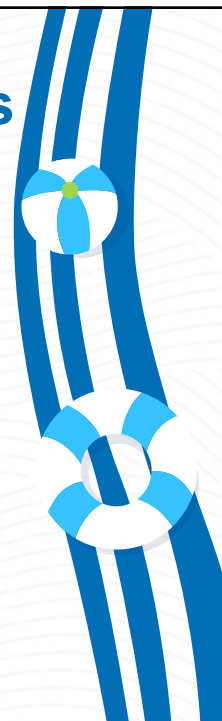
**Key Distinction:** This overlaps with [626.8473](#) but focuses specifically on inducing the transaction decision by offering illegal discounts on policy and endorsement premiums and failure to treat premium money properly.

### Example 1 – Over-charging on base policy premium or flat-rate premium on an endorsement:

- ✗ **Don'ts:** Charging more than \$100 for a survey endorsement on a property improved only with a 1-4 family residence or less than \$100 for a commercial property.
- Why it's a problem:** Premiums are set by law. Overcharging creates hidden funds that can be viewed as illegal inducements for referrals.
- ✓ **Do's:** Charge the set rate for all customers across the board and that you're not up charging for endorsements.

### Example 2 – Improper handling of advance premiums:

- ✗ **Don'ts:** Collect premium upfront and fail to properly record or refund it if the deal cancels.
- Why it's a problem:** Premiums must be earned and reported correctly, keeping unearned funds can be seen as improper charges or hidden inducements.
- ✓ **Do's:** Record everything accurately and honestly, while issuing the appropriate refunds (premium) if the deal doesn't close.



## 501.204 – Deceptive Trade Practices

You cannot engage in any unfair, deceptive, or misleading business practices—this applies broadly beyond insurance.

### What this means:

- Applies to ALL marketing (social, email, websites, etc.).
- Focus on consumer protection.
- Even unintentional deception can be a violation.

### Example 1 – Bait-and-Switch Marketing:

✘ **Don'ts:** Advertising one service level but delivering another.

**Why it's a problem:** Misrepresentation.

✔ **Do's:** Align marketing with actual service delivery.

### Example 2 – Misleading Educational Content:

✘ **Don'ts:** Blog posts that appear educational but instead push hidden sales agenda.

**Why it's a problem:** Lack of transparency.

✔ **Do's:** Clearly disclose intent and provide balanced info.

\*Note that if more restrictions are in 626.9541, then that section takes control.

## Rule 4-7.13 – Attorney Advertising

### Florida Rule of Professional Conduct

Attorney advertising must be truthful, not misleading, and must follow strict guidelines around testimonials, specialization, and promises.

### What this means:

- No guarantees of results.
- Must avoid misleading impressions.
- Certain disclaimers may be required.

### Example 1 – Promising Outcomes:

✘ **Don'ts:** “We guarantee smooth closings every time”.

**Why it's a problem:** Implies guaranteed results.

✔ **Do's:** “Committed to guiding clients through smooth transactions”.

### Example 2 – Improper Testimonials:

✘ **Don'ts:** “They got me the best deal possible!”.

**Why it's a problem:** Could create unjustified expectations.

✔ **Do's:** Use testimonials with proper context and disclaimers.

# Social Media-ing With Purpose

It's more than just scrolling and likes if you do it right!



Identify your audience



Create content



Post content



Share content



Grow your audience



Engage



Be consistent



## Identify Your Audience

- Who are you trying to reach with your content?
- What is your Call to Action (CTA) and why?
- What social media platform(s) is this audience on?
- What hashtags/tagging should you use?



## Content Creation

- Brainstorm topics
- Help you audiences' businesses
- Use different styles of content
- Use existing content
- Use Strategic CTA's

Testimonials

Carousel Post

Community Involvement

Closing Photos

Reels & Shorts

Team Member Highlights

## Posting Content

- ✓ Post to all platforms for consistency and reach.
- ✗ Post the same content across all platforms at the same time.
- ✓ Tag people, places, and companies.
- ✗ Tag more than five to seven per post.
- ✓ Remember to add relevant hashtags.
- ✗ The more the better.
- ✓ Use a scheduling tool.
- ✗ Assume you'll have time and get too busy.

## Sharing Content

- Credit the source
- Fact-check
- Add value

Prospects

Vendors

Industry Publications

Leadership

Underwriters

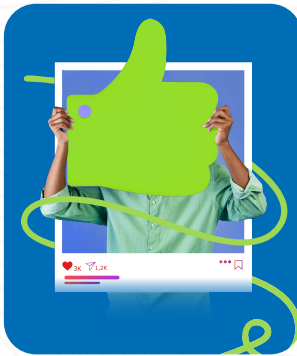
Chamber of Commerce

Associations

Local Businesses

Clients

# Engaging on Social Media



## Ways to Engage

- Comment
- Share
- React
- Tag

## Engagement Plan

- 20 minutes/week
- Use all social media platforms
- Respond to comments

Order Title

About Us

Services

Customers

Resources

Community

Contact

Website Marketing

## Key Components

- Team introductions and roles
- Experience & credentials
- Transactions you handle
- Testimonials
- Differentiators
- Indiana and local market focus
- Community & industry involvement



**Order Title**    **About Us**   **Services**   **Customers**   **Resources**   **Community**   **Contact**

**Search Engine Optimization (SEO)** → Make sure all tools, hyperlinks, Google Map and fillable form are working properly.

**Function** → Video on your homepage  
Google Map  
Updated content every 60 days  
Page download speeds

**Order Title**    **About Us**   **Services**   **Customers**   **Resources**   **Community**   **Contact**

**User Experience** → Have links to other pages on your website for easy navigation. Make what's important to your customer simple to find.

**Content** → Speak to your current audience and be specific. Talk about the types of deals you want more of.

Email Marketing



## Who Is Your Audience?

- |  |  |
|--|--|
| <input type="checkbox"/> Realtors            | <input type="checkbox"/> Closed in the last 30/60/90 |
| <input type="checkbox"/> Loan Officers       | <input type="checkbox"/> Gave business last year     |
| <input type="checkbox"/> Consumers           | <input type="checkbox"/> Industry                    |
| <input type="checkbox"/> Community           | <input type="checkbox"/> Prospects                   |
| <input type="checkbox"/> Non-Referring Agent | <input type="checkbox"/> Commercial Clients          |

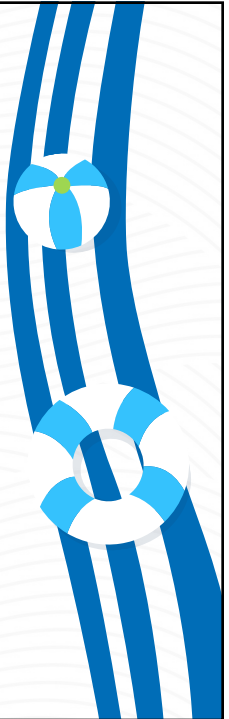
## Subject Line – Do's and Don'ts

### Do's

- Be clear about the email's purpose
- Use numbers and lists
- Ask a question
- A/B test subject lines

### Don'ts

- Include more than one emoji
- USE ALL CAPS – if it's urgent, call
- Go overboard on punctuation!!!!!!
- Use spammy words like 'free' or 'guarantee'





## Final Reminder

- Be as personal as possible, which is easy when you choose a specific audience
- A/B test regularly: Subject lines, CTA's, send times and content
- Double check all links before sending
- Move your CTA up in the email if you're not finding success
- Tag ALL contacts- they can (and should) have more than one
- ALWAYS have an unsubscribe option to remain CAN-SPAM Act compliant
- Include basic contact info in your email signature
- Link to your social media pages

Disclaimer #1

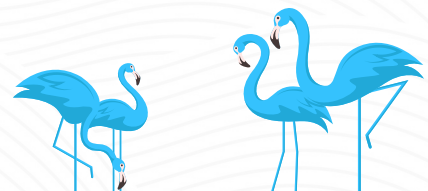
## General Marketing Disclaimer (Accuracy & No Guarantee)

**Use for:** Website, brochures, social media posts

**Disclaimer:** "This material is for informational purposes only and does not constitute a guarantee of services, outcomes, or timelines. Services may vary based on transaction-specific factors."

**Why it works:**

- Protects against misleading expectations
- Reinforces that marketing claims are not promises



Disclaimer #2

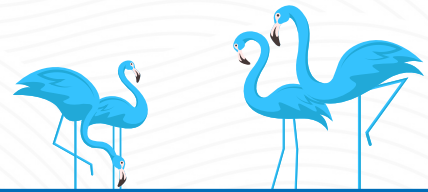
## Testimonial Disclaimer (Typical Results Not Guaranteed)

**Use for:** Website reviews, social media testimonials, video testimonials

**Disclaimer:** “Testimonials reflect individual client experiences. Results and timelines may vary depending on the specific circumstances of each transaction.”

**Why it works:**

- Prevents testimonials from being interpreted as guarantees
- Addresses “unjustified expectations” concerns



Disclaimer #3

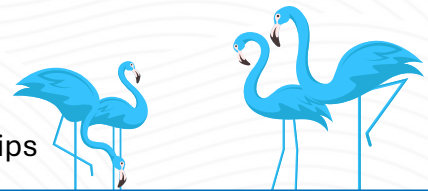
## No Compensation / No Inducement Disclaimer

**Use for:** Testimonials, partner mentions, co-marketing content

**Disclaimer:** “No compensation or incentives were provided in exchange for this testimonial, endorsement, or referral.”

**Why it works:**

- Helps demonstrate compliance with inducement restrictions
- Important if regulators question referral relationships



Disclaimer #4

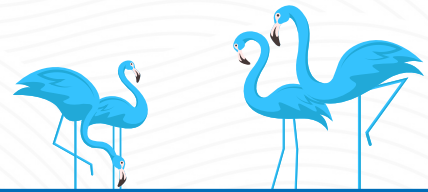
## Affiliation & Co-Marketing Transparency Disclaimer

**Use for:** Joint posts with Realtors, lenders, or attorneys

**Disclaimer:** “This content may include collaboration with third-party real estate professionals. Each party operates independently, and consumers are free to choose their own service providers.”

**Why it works:**

- Reinforces consumer choice
- Reduces risk of implied steering or tied business



Disclaimer #5

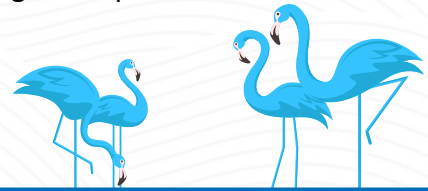
## Educational Content Disclaimer (Non-Legal / Non-Financial Advice)

**Use for:** Blogs, email marketing, classes, social posts

**Disclaimer:** “This content is provided for general educational purposes only and should not be considered legal, financial, or underwriting advice. Consumers should consult their own qualified professionals regarding their specific situation.”

**Why it works:**

- Especially important when explaining closings, contracts, or regulations
- Helps protect against reliance claims

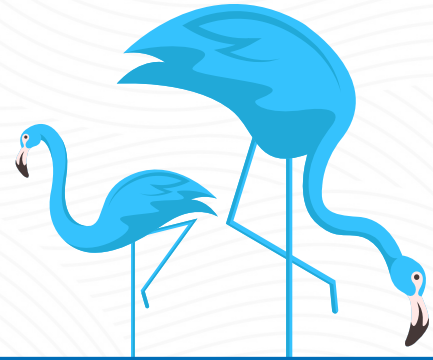


## When & How to Use These Disclaimers

**Give them this simple takeaway:** “Make sure you’re using the correct disclaimer when your marketing includes opinions, results, and testimonials.”

**And more practically:**

- Testimonials → always include #2 and #3
- Social posts → at least #1
- Co-marketing → include #4
- Educational content → include #5



# Questions?

# Thank You





# Agent Workflows Every Title Agent Should Know

Presented By: Kelsey Falcone: Agency Representative



## AI is Everywhere Right Now...

### But here's the truth:

- AI is not replacing title agents.
- It is helping you work smarter and faster

### AI can act as:

- Research Assistant
- Writing Assistant
- Brainstorming Partner

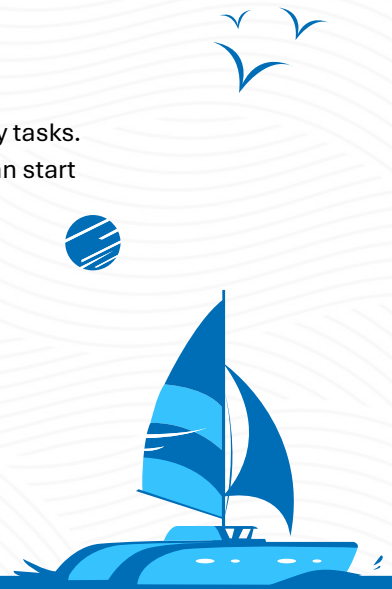


# A Helpful Assistant

Think of AI as a helpful assistant that can support you with everyday tasks. This presentation is designed to demonstrate practical ways you can start using AI in your daily workflow.

For title professionals, AI can help with things like:

- Drafting emails
- Summarizing meeting notes
- Explaining title concepts in simpler language
- Creating marketing content
- Brainstorming business development ideas



# Back to the Basics

Before using AI, it helps to understand what it actually is. AI tools like ChatGPT generate responses based on prompts you give them. A prompt is simply a question or instruction.

## The 5-Part Prompt Formula:

- Role – Who is AI acting as?
- Task – What you want done
- Context – Background + goal
- Constraints – Tone, format, branding
- Output – What it should deliver

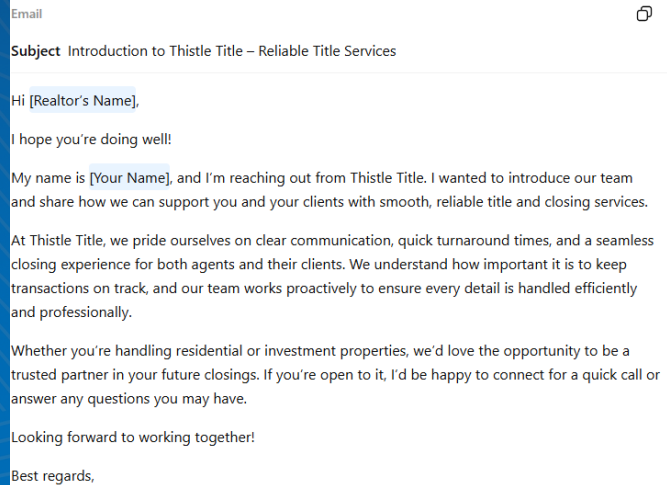


## Weak Prompt

- “Write an email to a realtor about our title services”

### Problems:

- No audience
- No Goal
- No differentiation
- Too vague

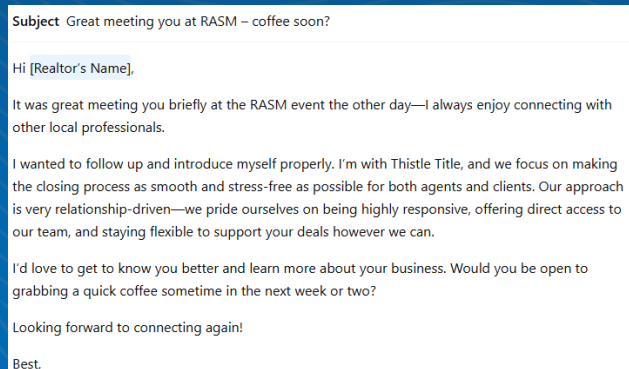


## Strong prompt

- “Act as a relationship-focused title sales rep. Write a friendly, professional email to local realtors introducing Thistle Title. Context: I met them briefly at a RASM networking event and want to setup a coffee meeting. Include value points: Responsiveness, direct access, and flexibility for agents. Keep it short, warm, and not overly salesy. Include a clear call to action.

### Why it works:

- Defines roles
- Gives context
- Specific value prop
- Controls tone & length



# Communication

**Title agents send a LOT of emails.  
AI helps you:**

- Save time
- Stay consistent
- Sound polished

**Common email use cases:**

- Missing documents
- Closing delays
- Meeting follow-ups
- Client questions



# Meeting Follow-Up

- Saves time and created a wow factor
- Allows you to immediately recall the meeting

Subject: Great Connecting – Let's Keep the Momentum Going

Hi Sandra,

It was so great meeting with you and learning more about Sandra Reality. I really enjoyed our conversation and the opportunity to explore how Sandra Reality and Thistle Title could work together.

I especially appreciated discussing how we can support your team with clear and consistent file communication for both buyers and sellers, as well as ensuring accessibility throughout the closing process. Creating a smooth, responsive experience is something we take seriously, and I think there is a strong alignment there.

I also loved the conversation around training opportunities for Sandra Reality. We would be happy to collaborate on sessions that add value to your agents, whether that is breaking down the title process, reviewing contracts, or tailoring something specific to your team's needs.

I would love to keep the conversation going and explore next steps. Would you be open to scheduling a follow-up to dive a little deeper into what a partnership could look like? I am also happy to come out and meet your team or coordinate a training session to get started.

Let me know what your schedule looks like over the next week or two, and we can get something on the calendar.

Looking forward to continuing the conversation.

Best,



# Drafts and Templates

- Stop creating from scratch every time
- Start reusing and repurposing ONE idea

**PROMPT:** Create a draft to save in my email to ask buyers or sellers for missing documents for their closing. Write the draft as the title agent handling their real estate closing. Make an easily editable checklist of documents, and insert fillable due date.

**Subject: Action Needed: Documents Required for Your Closing**

Hi [Buyer/Seller Name],

I hope you're doing well! As we prepare for your upcoming closing, we are currently missing a few required items needed to move your file forward.

To help ensure everything stays on track for closing, please review the checklist below and provide the requested documents at your earliest convenience.

**Outstanding Items Needed**

Please check off and return the following:

- Copy of Driver's License or Government-Issued ID
- Wiring Instructions (if applicable)
- Homeowner's Insurance Policy / Binder
- HOA/Condo Approval or Application (if applicable)
- Payoff Information for Existing Mortgage(s)
- Entity Documents (if signing as an LLC or Corporation)
- Signed Disclosures / Closing Documents (if previously sent)
- Additional Documents: \_\_\_\_\_

**Requested By:**  
[INSERT DUE DATE HERE]

Providing these items by the date above will help avoid any delays to your scheduled closing. If we do not receive the required documents in time, it may impact our ability to close as planned.

If you have already sent any of these items, please feel free to disregard this request or let me know so I can confirm receipt on my end.

Please don't hesitate to reach out if you have any questions or need assistance—we're here to help make this process as smooth as possible!



**Prompt:** “Turn this idea into a networking email, LinkedIn post, and event invite: educating realtors on title exceptions.”

**LINKEDIN POST**

Most deals don't fall apart because of major issues. They fall apart because of confusion.

One of the biggest areas I see this happen? @ title exceptions.

Easements  
Restrictions  
Encroachments  
Access Issues

These are normal parts of many transactions—but when they're not explained clearly, they can create hesitation, fees, or delays.

That's why I've been working with agents on one simple thing: **Making title easier to understand.**

When agents can confidently explain:

- ✔ What an exception is
- ✔ Why it exists
- ✔ Whether it's a real concern

Everything changes.

Smooother closings.  
More confident clients.  
Stronger trust.

If your team would benefit from a quick, practical session on title exceptions, I'd love to connect. Let's make title less intimidating—and a lot more valuable.

#RealEstate #TitleInsurance #ClosingDay #RealtorEducation #FloridaRealEstate

**NETWORKING EMAIL**

**Subject:** Quick Idea to Help Your Agents Navigate Title Exceptions

Hi [Name],

I've been thinking about ways we can better support your agents right now, and one topic keeps coming up -- **title exceptions.**

They're one of the most misunderstood parts of a contract, and they can easily create confusion (or even delays) if not explained clearly.

I'd love to offer a **quick, practical training session** for your team where we cover:

- What title exceptions actually are
- Common exceptions agents see in Florida
- How to explain them to buyers and sellers with confidence
- What to watch for before closing

This would be a short, no-pressure session—just meant to make your agents feel more confident and informed.

Would you be open to scheduling something in the next few weeks?

Happy to customize it for your team!

**EVENT INVITE**

**Title:** Title Exceptions Made Simple  
**Host:** [Your Name / Company]  
**Location:** [Office / Zoom / Venue]  
**Date & Time:** [Insert Details]

Join us for a quick, practical session designed specifically for real estate agents.

**What we'll cover:**

- ✔ What title exceptions are (in plain English)
- The most common exceptions in Florida transactions
- How to explain exceptions to your clients with confidence
- Red flags vs. normal findings

This is not a legal deep dive—it's a **real-world guide** to help you navigate transactions more smoothly and confidently.

Perfect for agents who want to:

- ✔ Avoid last-minute surprises
- ✔ Build trust with clients
- ✔ Strengthen their understanding of the closing process

Light bites + networking included 🍷

**RSVP:** [Link or Contact Info]

“You're not creating more work...  
You're just getting more value out  
of the same idea



# Explaining Title

## Title language can feel:

- Complicated
- Legal-heavy
- Confusing to clients

## AI can translate title into:

- Simple language
- Client-friendly explanations
- Realtor education



## Examples you can simplify:

- Chain of title
- Title exceptions
- Missing satisfactions
- HOA estoppels
- FIRPTA

**Prompt:** In the voice of a title agent please create an infographic to explain what a break in chain of title in Florida and make it understandable for someone not in the real estate.



# Create Marketing Content

## AI can help you:

- Build presentations
- Create class topics
- Draft social posts
- Write invitations



## 1. Realtor Education Post (Build Authority)

**Use for:** LinkedIn, email newsletter, quick value-add content

**Prompt:** Act as a Florida title agent and real estate expert. Create a short, engaging LinkedIn post that explains [insert topic: title exceptions, lien searches, FIRPTA, etc.] in simple terms for realtors.

Make it easy to understand, slightly conversational, and include a quick real-world example. End with a question to encourage engagement.

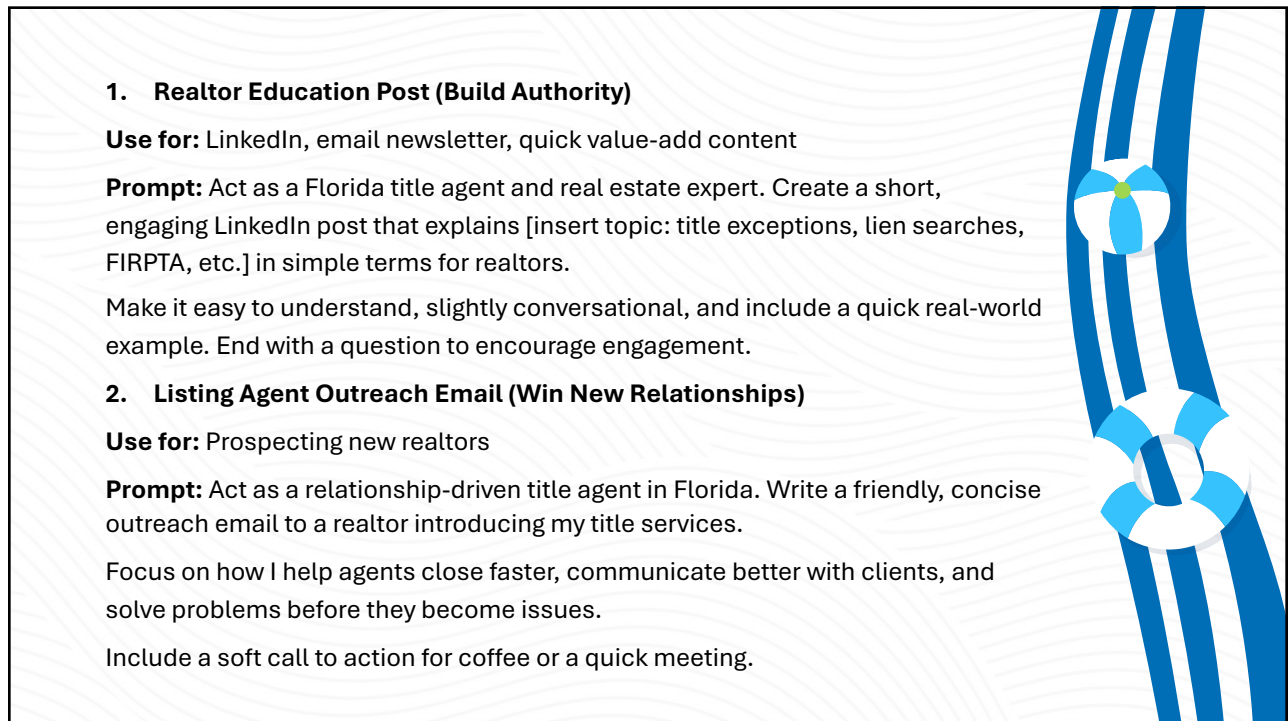
## 2. Listing Agent Outreach Email (Win New Relationships)

**Use for:** Prospecting new realtors

**Prompt:** Act as a relationship-driven title agent in Florida. Write a friendly, concise outreach email to a realtor introducing my title services.

Focus on how I help agents close faster, communicate better with clients, and solve problems before they become issues.

Include a soft call to action for coffee or a quick meeting.



# AI Powered Networking Strategy for Title Agents

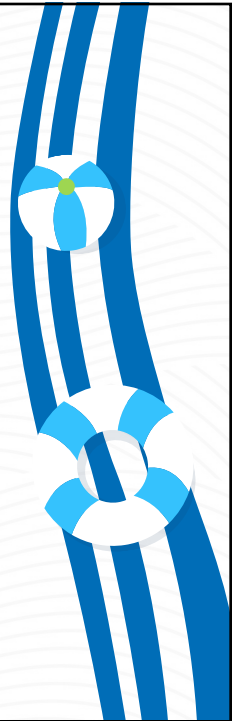
**The Concept:** AI can help you identify, organize, and maximize networking opportunities across your market — without spending hours searching multiple websites.

## Where AI finds opportunities

Use AI to scan and track events from key industry organizations:

- Realtor Association of Sarasota and Manatee
- Women's Council of REALTORS
- CREW Network
- CCIM Institute
- Florida Land Title Association
- Manatee County Bar Association
- Sarasota County Bar Association

These are your **core relationship ecosystems**: REALTORS®, attorneys, commercial brokers, and title professionals.



# What AI Actually Does

**AI takes scattered event data and turns it into:**

- A centralized event list
- Calendar-ready scheduling (ICS file)
- Built-in RSVP links
- Organized by date, location, and audience

Translation: *Less searching, more showing up.*

**Example output:**

“Instead of checking 7 websites...”  
AI creates one clean calendar with:

- Broker huddles
- Networking happy hours
- CE classes
- Industry panels
- Conferences

*All in one place, ready to execute*

## Why This Matters for Title Agents

### This is where the magic happens:

- More Face Time = More Orders
- Stronger Relationships with REALTORS® + Attorneys
- Consistent Market Presence
- Time Saved = More Revenue-Producing Activity

**AI doesn't replace your hustle — it sharpens it**

Prompt: Search the internet to find realtor networking events, realtor classes, Commercial Real Estate networking events, Mortgage Events, and general real estate events in the "Insert Area"



## Your Expertise is the Value... AI is Just the Tool

### AI helps you:

- Save time
- Communicate better
- Stay organized
- Grow your business

### Start simple:

- Try one prompt this week
  - Use AI for one email a day
  - Turn one idea into multiple touchpoints
- Small changes → Big results



# Questions?

# Thank You



2026



## Ethics for Florida Title Insurance Agents: Fraud Prevention, Escrow Duties, and Professional Responsibility

Presented By: Sabine R. Seidel, Florida Counsel and Underwriting  
Manager & Timothy Butts: Vice President, Florida Agency Manager



## Introduction and Course Overview

- Instructor introduction-Tim Butts and Sabine Seidel
- Course purpose and learning objectives
- Role of title agents in real estate transactions
- Overview of ethical obligations



# Course Objectives

Upon completion of this course, participants will be able to:

1. Identify the regulatory and ethical duties applicable to Florida title insurance agents.
2. Recognize common fraud schemes affecting real estate closings and title insurance agencies/underwriters.
3. Apply verification procedures as part of ALTA's Best Practices to prevent escrow and title fraud.
4. Identify red flags indicating potential fraud in real estate transactions.
5. Implement Best Practices for escrow handling and fraud prevention.



# Regulatory-Florida Department of Financial Services

## Florida Regulatory Framework for Title Agents

### Licensing and Regulation

- Overview of Florida title insurance agent licensing
- Regulatory authority of the Florida Department of Financial Services

Note: Insurers are regulated by Florida Office of Insurance Regulation ("OIR")

### Grounds for Discipline

Examples of violations:

- Fraud
- Misrepresentation
- Escrow misappropriation
- Lack of trustworthiness or competence

### Ethics Requirements

- Continuing education requirements-Currently, 10 hours every 2 years for licensed title agents (3 must be Ethics hours)
- Ethical obligations in handling escrow funds

# Florida Statutes and Regulations

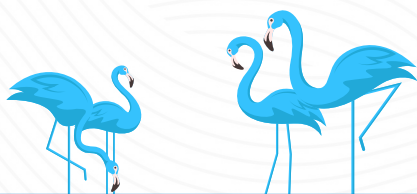
## Florida Statute sections

[626.561](#) Reporting and accounting for funds

[626.8473](#) Escrow; trust fund

[627.780](#) Illegal dealings in premium

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## Florida Administrative Code rules

[69B-222](#) Unlicensed insurance personnel

[69B-186.008](#) Escrow Disbursements

[69B-186.010](#) Unlawful Rebates and Inducements Related to Title Insurance Transactions

[69O-186.003](#) Title Insurance Rates

[69O-186.008](#) Escrow Requirements

[69O-186.009](#) Reconciliation of Escrow Accounts

[69O-186.013](#) Title Insurance Statistical Gathering

# Licensing Process

**Florida Statutes §626.8411, §626.8412, and §626.8418 govern licensing:**

- No individual or business can act as a title insurance agency unless it possesses a title insurance agency license. You apply for a license through [MyProfile](#) after creating an account using the agency's information (Federal Employer Identification Number, etc.).
- Branch Locations: Any branch location(s) transacting insurance under the same name and FEIN of a licensed title agency must be listed as a branch location under the licensed agency (also known as the parent location/office). Branch locations maintained by the licensed agency, are held to the same standards as a licensed agency and must have an agent-in-charge at all times. The agent in charge of the branch can be the same as the parent. Absent an agent in charge on site at a branch a licensed agent should be on site during hours when insurance business is conducted/discussed with the consumer. No AIC is needed for simple escrow operations not relating to coverage or policy. The title agency will be able to add and maintain branch locations in MyProfile once their agency license has been approved.
- <https://www.myfloridacfo.com/division/agents/licensing/agencies-firms/opening-title-agency>

## Escrow Responsibilities and Ethical Duties

Florida Department of Financial Services (DFS) rules for title agents require, under [Fla. Admin. Code R. 69O-186.008](#) and §626.8473, that all trust funds be held in a separate fiduciary account in a Florida financial institution, credit union, or federal association. Funds must be held until authorized for disbursement, and agents must perform monthly three-way reconciliations.

Title agents must:

- Maintain properly segregated escrow accounts properly designated and labeled as an escrow account (FDIC protection)
- Disburse funds only according to written instructions and collected funds
- Maintain accurate transaction records and ledger card (dates with amounts and payees) for each transaction for a period of 3 years 69O-186.009

## Escrow Cont'd. – Good Funds Rule

### 69O-186.008 Escrow Requirements.

1. A title insurance agent or title insurer may not use, endanger, or encumber money held in trust without the permission of the owner of such money, given after full disclosure of the circumstances. Accordingly, except as hereinafter provided, a title insurance agent or title insurer may not disburse funds unless the funds are collected funds. For purposes of this provision, "collected funds" means funds deposited, finally settled and credited to the title insurance agent's or title insurer's trust account. Notwithstanding that a deposit made by a title insurance agent or title insurer to the trust account has not been finally settled and credited to the account, the title insurance agent or title insurer may disburse funds from the trust account in reliance on such deposits under any of the following circumstances:
  - A. The deposit is made by a certified check, cashier's check, or money order;
  - B. The deposit is made by a check representing loan proceeds issued by a federally- or state-chartered bank, savings bank, savings and loan association, credit union, mortgage broker licensed under Chapter 494, Florida Statutes, or other duly licensed or chartered lender;
  - C. The deposit is made by a bank check, cashier's check, official check, treasurer's check, or other such official instrument issued by a bank, savings and loan association, or credit union when the instrument is drawn by the bank on itself, or on another bank whether or not the check is "payable through" or "payable at" a bank and the title insurance agent or title insurer has reasonable and prudent grounds to believe the instrument will clear and constitute collected funds in the title insurance agent's or title insurer's trust account within a reasonable period of time. Such instruments are considered by the Federal Reserve Board, under Federal Regulation CC, otherwise cited as 12 C.F.R. 229, to be "next day" payable items. A check drawn by a corporation on a bank or a draft drawn by a corporation on itself whether or not the check or draft is "payable at" or "payable through" a bank and is not a "next day" payable item under Regulation CC unless the depository bank chooses to treat it as such, and may not be disbursed on until collected.
  - D. The deposit is made by a check drawn on the trust account of a lawyer licensed to practice in the State of Florida or on the escrow or trust account of a real estate broker licensed under Chapter 475, Florida Statutes, or on the account of a mortgage broker licensed under Chapter 494, Florida Statutes, or on the escrow trust account of a title insurance agent or title insurer licensed under the Florida Insurance Code, when the title insurance agent or title insurer has a reasonable or prudent belief that the deposit will clear and constitute collected funds in the trust account within a reasonable period of time.

# Escrow Cont'd. – Good Funds Rule

## 690-186.008 Escrow Requirements.

- E. The deposit is made by a check issued by the United States Government, the State of Florida or any agency or political subdivision of the State of Florida;
- F. The deposit is made by a check issued by an insurance company authorized to do business in the State of Florida and the title insurance agent or title insurer has a reasonable and prudent belief that the instrument will clear and constitute collected funds in the trust account within a reasonable period of time;
- G. The deposit is made by a personal check in an amount not to exceed \$500 when the title insurance agent or title insurer has a reasonable and prudent belief that the instrument will clear and constitute collected funds in the trust account within a reasonable period of time.
2. For purposes of this provision, disbursement of funds shall only be made on such negotiable instruments as enumerated above which contain the following elements:
  - A. Are signed by the drawer; and
  - B. Contain an unconditional order to pay; and
  - C. Are payable on demand; and
  - D. Are payable to order or to bearer.
3. Funds received by a licensed title insurance agent or insurer pursuant to a real estate closing transaction involving the issuance of a title insurance binder, commitment, policy of title insurance, or guaranty of title shall not be deposited or transferred to an interest-bearing trust account without the written consent of the buyer and seller.
4. Funds received from depositors in excess of the insured amount must be deposited in a financial institution that has a rating not less than the minimum standards established by Government National Mortgage Association (GNMA).

# Escrow Responsibilities

## Florida Statute 626.8473- Escrow; trust fund

1. A title insurance agency may engage in business as an escrow agent as to funds received from others to be subsequently disbursed in connection with real estate closing transactions involving the issuance of title commitments, policies of title insurance, or guarantees of title, provided that a licensed and appointed title insurance agency complies with the requirements of statute [626.8419](#), including such requirements added after the initial licensure of the agency.
2. All funds received by a title insurance agency as described in subsection (1) shall be trust funds received in a fiduciary capacity by the title insurance agency and shall be the property of the person or persons entitled thereto.
3. All funds received by a title insurance agency to be held in trust shall be immediately placed in a financial institution that is located within this state and is a member of the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund. These funds shall be invested in an escrow account in accordance with the investment requirements and standards established for deposits and investments of state funds in s. [17.57](#), where the funds shall be kept until disbursement thereof is properly authorized.
4. Funds required to be maintained in escrow trust accounts pursuant to this section shall not be subject to any debts of the title insurance agency and shall be used only in accordance with the terms of the individual, escrow, settlement, or closing instructions under which the funds were accepted.
5. The title insurance agency shall maintain separate records of all receipts and disbursements of escrow, settlement, or closing funds.

## Premium/Insurer Funds

### FL Stat. §26.561 Reporting and accounting for funds:

1. All premiums, return premiums, or other funds belonging to insurers or others received by an agent, insurance agency, customer representative, or adjuster in transactions under the license are trust funds received by the licensee in a fiduciary capacity. An agent or insurance agency shall keep the funds belonging to each insurer for which an agent is not appointed, other than a surplus lines insurer, in a separate account so as to allow the department or office to properly audit such funds. The licensee in the applicable regular course of business shall account for and pay the same to the insurer, insured, or another person entitled thereto.
3. Any agent, insurance agency, customer representative, or adjuster who, not being lawfully entitled thereto, either temporarily or permanently diverts or misappropriates such funds or any portion thereof or deprives the other person of a benefit therefrom commits the offense specified below:
  - A. If the funds diverted or misappropriated are \$300 or less, a misdemeanor of the first degree, punishable as provided in s. [775.082](#) or s. [775.083](#).
  - B. If the funds diverted or misappropriated are more than \$300, but less than \$20,000, a felony of the third degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).
  - C. If the funds diverted or misappropriated are \$20,000 or more, but less than \$100,000, a felony of the second degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).
  - D. If the funds diverted or misappropriated are \$100,000 or more, a felony of the first degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).

## Unlawful Inducement Statute

### FL Stat. § 626.9541 Unfair methods of competition and unfair or deceptive acts or practices defined.

1. UNFAIR METHODS OF COMPETITION AND UNFAIR OR DECEPTIVE ACTS  
The following are defined as unfair methods of competition and unfair or deceptive acts or practices:
  - H. *Unlawful rebates.*— 1. Except as otherwise expressly provided by law, or in an applicable filing with the office, knowingly:
    - 3.a. No title insurer, or any member, employee, attorney, agent, or agency thereof, shall pay, allow, or give, or offer to pay, allow, or give, directly or indirectly, as inducement to title insurance, or after such insurance has been affected, any rebate or abatement of the premium or any other charge or fee, or provide any special favor or advantage, or any monetary consideration or inducement whatever.
    - b. Nothing in this subparagraph shall be construed as prohibiting the payment of fees to attorneys at law duly licensed to practice law in the courts of this state, for professional services, or as prohibiting the payment of earned portions of the premium to duly appointed agents or agencies who perform services for the title insurer.

Nothing in this subparagraph shall be construed as prohibiting a rebate or abatement of an attorney fee charged for professional services, or that portion of the premium that is not required to be retained by the insurer pursuant to s. [627.782](#) (1), or any other agent charge or fee to the person responsible for paying the premium, charge, or fee.

## Unlawful Inducement Rule (Admin. Code)

### 69B-186.010 Unlawful Rebates and Inducements Related to Title Insurance Transactions.

1. The purpose of this rule is to interpret Section 626.9541(1)(h), F.S., which provides that it is an unfair method of competition and unfair or deceptive act or practice prohibited by Section 626.9521, F.S., to engage in certain activities related to title insurance.
2. All lists contained within this rule are intended as examples and are not exhaustive. This rule does not prohibit inducements or rebates provided by filed or approved rates or rating manuals, advertising gifts allowed by Section 626.9541(1)(m), F.S., or inducements and rebates otherwise expressly allowed by law.
3. For purposes of this rule, the term “referrer of settlement service business” means any person who is able to refer title insurance business incident to or part of a real estate transaction, or an associate of such person. A referrer of settlement service business may be a title insurance agent, title insurance agency, title insurance company, attorney, real estate broker, real estate agent, real estate licensee, broker associate, sales associate, mortgage banker, mortgage broker, lender, real estate developer, builder, property appraiser, surveyor, escrow agent, closing agent, or any other person or entity involved in a real estate transaction for which title insurance could be issued; or any employee, officer, director, or representative of such a person or entity.
4. (As they relate to the transaction of title insurance, the following activities, whether performed directly or indirectly, for or by any referrer of settlement service business, are inducements for the sale, placement or referral of title insurance business in violation of Sections 626.9521 and 626.9541(1)(h), F.S.:
  - A. Facilitating any discount, reduction, credit, or paying any fee or portion of the cost of an inspection, inspection report, appraisal, or survey, including wind inspection, to or for a purchaser or prospective purchaser of title insurance.

## Penalties-Disciplinary Statutes

Fl Stat. § 626.611 – Grounds for compulsory refusal, suspension, or revocation of agent’s, title agency’s, adjuster’s, customer representative’s, service representatives, or managing general agent’s license or appointment.

Fl Stat. § 626.611 – Grounds for compulsory refusal, suspension, or revocation of agent’s, title agency’s, adjuster’s, customer representative’s, service representatives, or managing general agent’s license or appointment.

Fl Stat. § 626.641 – Duration of suspension or revocation.

Fl Stat. § 626.847 – Penalty for refusal to testify.

Fl Stat. §627.780 – Illegal dealings in premium.

1. A person may not knowingly quote, charge, accept, collect, or receive a premium for title insurance other than the premium adopted by the commission, except as provided in s. 626.9541(1)(h)3.b.
2. A title insurer may not knowingly accept, collect, or receive any sum as premium for title insurance, if the title insurance is not then provided or is not to be provided, subject to acceptance of the risk, in due course, unless the title insurer promptly enters the sum on its books of account as premium collected in advance.

## ALTA Pillar 2

### 2. Best Practice:

Adopt and maintain appropriate written procedures and controls for Escrow Trust Accounts allowing for electronic verification of reconciliation.

Purpose: Appropriate and effective Escrow controls and staff training help Companies meet federal, state, and contractual requirements for the safeguarding of funds. These procedures help ensure accuracy and minimize the risk of loss of funds.

Loss of funds may not be covered by the Title Agency's Errors and Omissions (“E&O”) insurance or the contract with its Title Insurer. Such losses would then become the responsibility of the Title Agency. Settlement companies may engage outside contractors to conduct Escrow Trust Accounting duties.

## Implementing Pillar 2

ALTA's **Best Practices** Pillar 2 gives strong guidance to help agents protect funds in their possession. This Pillar was updated in 2023 and will probably be updated soon due to additional changes in the marketplace. Practices you as a settlement agent can implement:

1. Use a form of **Positive Pay**, such as **Payee Positive Pay**, **Reverse Positive Pay** and **Regular Positive Pay**. Contact your escrow bank to find out which service they offer.
2. Make sure you understand how deposits can be reversed (ACH) and determine what you can do to prevent reversals.
3. Use Multifactor Authentication. Nothing more should need to be said about this. It borders on negligence in this day and age for this not to be a standard practice for all agents.
4. Use a wire verification service such as **ClosingLock**, **CertifID**, or **Val-Wire**, to name a few.
5. Do background checks on all employees, not just those handling funds.
6. Use a DAILY reconciliation service. Do not wait until your 3-way reconciliation at the end of the month. More importantly, REVIEW the results and SOLVE any discrepancies. Do not ignore it just because the account is reconciled does not mean it is in balance.
7. Have a program that addresses wire fraud (ALTAs Rapid Response Plan/IC3 fraud reporting) and make sure all customers, employees, real estate agents, and others with whom you do business are aware of the issues and protections. Know your bank's fraud department phone number/extension for immediate reporting.

## Real Life Examples

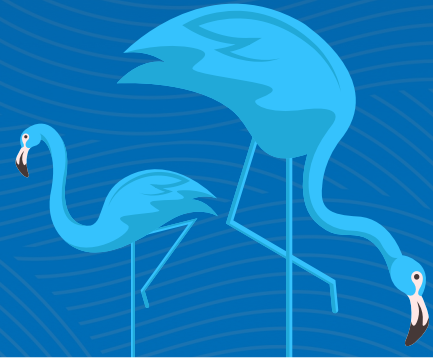
### What are some types escrow violations

Examples:

- Commingling escrow funds
- Unauthorized disbursement (parties not entitled to the funds)
- Failure to safeguard funds (wire fraud/BEC, etc.)
- Misappropriation of escrow funds thru transfers to operating account and/or employee or personal accounts

### Consequences of Violations

- Administrative fines
- License suspension or revocation
- Civil liability
- Criminal prosecution



## Example 1

### Title Company Owner Fraud

**Year:** Sentenced 2023

**Amount:** \$ 1.4 million

**Scheme:** Escrow / wire fraud

**Facts:** Title company owner diverted funds from real estate transactions. He engaged in two distinct fraud schemes, including one where he acted as a private investor/lender on short-term balloon mortgage(s). He was not paying off existing seller mortgages and continuing to keep up the payments, he generated false bank statements and forged his father's signature on a mortgage encumbering his father's previously unencumbered home.

**Outcome:** Sentenced to 46 months federal prison



## Example 2

### South Florida Title Agency

**Year:** 2012

**Amount:** \$ 3.3 million

**Scheme:** Title Agent / Owner Committed Bank Fraud

**Facts:** Agent charged with 5 counts of bank fraud-agent was falsifying HUD1 and transferring lender mortgage proceeds to operating account and then to personal accounts. She also set up a secret account for the business that her business partner had no knowledge of.

**Outcome:** Sentenced to 5 years prison with 3 years probation.



## Example 3

### Central Florida Title Agency

**Year:** 2019 – 2022

**Amount:** ~ \$ 6.6 million

**Scheme:**

- Misrepresented closing funds and mortgage payoffs
- Collected for but failed to pay homeowner's insurance premiums

**Facts:** An investigation by DFS was opened on an owner of an insurance agency and its agent in charge (AIC) for misappropriating insurance premiums. They engaged in a scheme to divert escrow checks they received from a title insurance agency into the bank account of their insurance agency. The funds were intended to pay the homeowner insurance premiums for several buyers. At no time did the two licensees ever secure homeowner's insurance for the consumers. To conceal their actions, the agents issued invoices to the title agency reflecting false policy numbers. Once our investigation became known, the agents began issuing refunds and excuses to the consumers and the Department

**Outcome:** Title Agent / Agency license suspended; 36 months federal prison; \$6.6M forfeiture judgment

## Example 4

**Florida Title Agency**

**Year:** 2023 – 2025

**Amount:** \$22k+

**Scheme:** Title company employee diverting escrow funds to personal accounts

**Facts:** Agency owner found the employee was using online phone banking deposits to divert small overage amounts from escrow account files while trying to clear stale overages. The employee was able to e-deposit checks which had been returned undeliverable and then diverted the monies into a personal account.

**Outcome:** Employee subsequently arrested and charged with theft. Legal proceedings ongoing.

**\*\*Remember to have a process in place for clearing returned overages in the escrow account including management appropriate checks and balances.**



## Example 5

**SE Florida Title Agency**

**Year:** March 2026

**Amount:** ~ \$ 4 million

**Scheme:** Escrow account funds diversion

**Facts:** Title company employee diverted funds from the company escrow account to his personal accounts; Among other things he paid his country club dues, HOA assessments, and personal expenses. This included a new roof for which he had already received insurance proceeds.

**Outcome:** Charged with grand theft and organized scheme to defraud; Arrested and proceedings are ongoing.



# Fraud Risks in Real Estate Transactions

## Deed Fraud

Definition: Illegal transfer of property ownership without the owner's consent. Seller impersonation fraud

### Common Targets:

- Vacant land (large tract subdivision)
- Investment properties
- Out-of-state owners
- Free-and-clear properties

### Red Flags:

- Seller located overseas
- Urgent closing requests
- Refusal to verify identity
- Recent QC deed in chain
- Unvetted Seller (no checklist, val-ID, val-WIRE, CertifID Closing Lock)

# Mortgage Fraud

## General Mortgage Fraud Closing Schemes

**Date:** Ongoing

### Schemes:

- Fraudulent real estate closings using falsified loan documents.
- Title agents preparing closing paperwork which misrepresents property and loan details.
- Fraudsters use identity theft, straw buyers or rent people's credit or misstating income to qualify for mortgages and steal the loan proceeds.
- Unvetted borrower (no val-ID, no val-WIRE, CertifID, Closing Lock)

**Losses:** Millions in fraudulent loan proceeds.

**Ethics Lesson:** Title agents must refuse closings involving suspicious borrower or lender information. We all must be extremely vigilant in catching/deterring real estate fraud!

## Wire Fraud

**Description:** Fraudsters intercept or impersonate parties in real estate transactions to redirect closing funds.

**How they do it:**

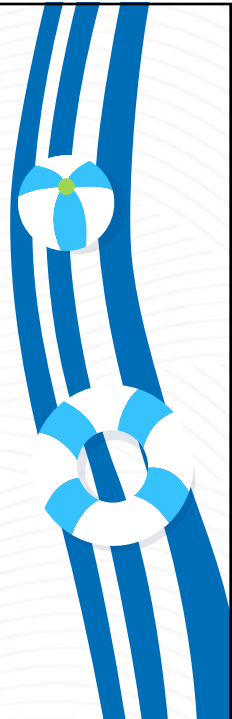
- (“BEC”) Business Email Compromise,
- Fake wire instructions.

**Red Flags:**

- Urgent last-minute wire instruction changes.
- New or unfamiliar bank account information.
- Highly active immediately prior to holiday weekends!

**Prevention Procedures:**

- Verbal verification through known and trusted means.
- Secure communication portals such as CertifID, Closing Lock, etc.
- Client education regarding wire fraud – NO changes to wire instructions via telephone and/or email.



## Real Life Examples

**Volusia County Title-Company Wire Theft Ring**

**Year:** March 2022

**Amount:** ~ \$ 4 million

**Scheme:** Employee and BEC involved

**Facts:** Title agency employee gave unauthorized access to company’s computer and approved almost \$1MM in fraudulent wires going to fraudsters’ accounts both domestically and internationally. Additionally, she wired \$350K to her personal account. She was an approved signatory on the escrow account.

**Outcome:** Bank flagged the 350k wire and authorities subsequently arrested and prosecuted multiple individuals.

*\*This one has employee criminal conduct as well as business email compromise.*



## Example 2

**Texas Title Agency**

**Year:** 2023-2025

**Amount:** ~ \$ 350K

**Scheme:** Wire fraud and escrow funds diversion

**Facts:** Employee of Title Company participated in a scheme that used falsified lien payoff statements, fraudulent warranty deeds and deceptive emails to mislead lenders, title companies and property buyers. She also facilitated fraudulent property transactions, including arranging closings on properties that had already been sold and accepting undisclosed cash payments. By concealing the true nature of these deals, she caused significant financial harm to the affected parties.

**Outcome:** Facing a prison sentence of up to 20 years.



## Example 3

**Orlando Homebuyer Escrow Wire Fraud Case**

**Year:** 2025

**Amount:** \$38K

**Scheme:** Business email compromise/title company impersonation/fraudulent wire instructions/EMD fraud

**Facts:** Fraudsters hacked electronic communications and sent fake wire instructions to buyer. Buyer then wired \$38,000 in down payment funds to a fraudulently established bank account.

**Outcome:** Partial recovery (\$5,000) through federal investigation.



## Example 4

### BEC Multiple States

**Case:** United States v. Adebo et al. (EDNY 2024)

U.S. District Court – Eastern District of New York

**Amount:** ~ \$50 million

**Scheme:** Large BEC network targeting different victims in up to 8 States and Europe which included real estate transactions

**Facts:** Large International BEC ring –many types of transactions and real estate was one. Fraudulent wires in real estate and construction transactions (funds diverted to wrong accounts). As a part of the scheme, a California title insurance company wired approximately \$3.92 million to an escrow account of a fake attorney in a purported legal settlement; portions of those funds were directed to shell accounts controlled by the defendants. Other incidents involved misdirected payments for construction equipment (~\$1.32 million), pharmaceutical supplies, and romance scam victims' funds funneled through shell entities. They also spoofed a variety of businesses in order to divert escrow funds to the fraudulent accounts.

## Example 4 Cont'd.

### Charges:

- Wire fraud
- Wire fraud conspiracy
- Money laundering conspiracy
- Unlawful monetary transactions

**Outcome:** Sentenced to 10 years in U.S. federal prison

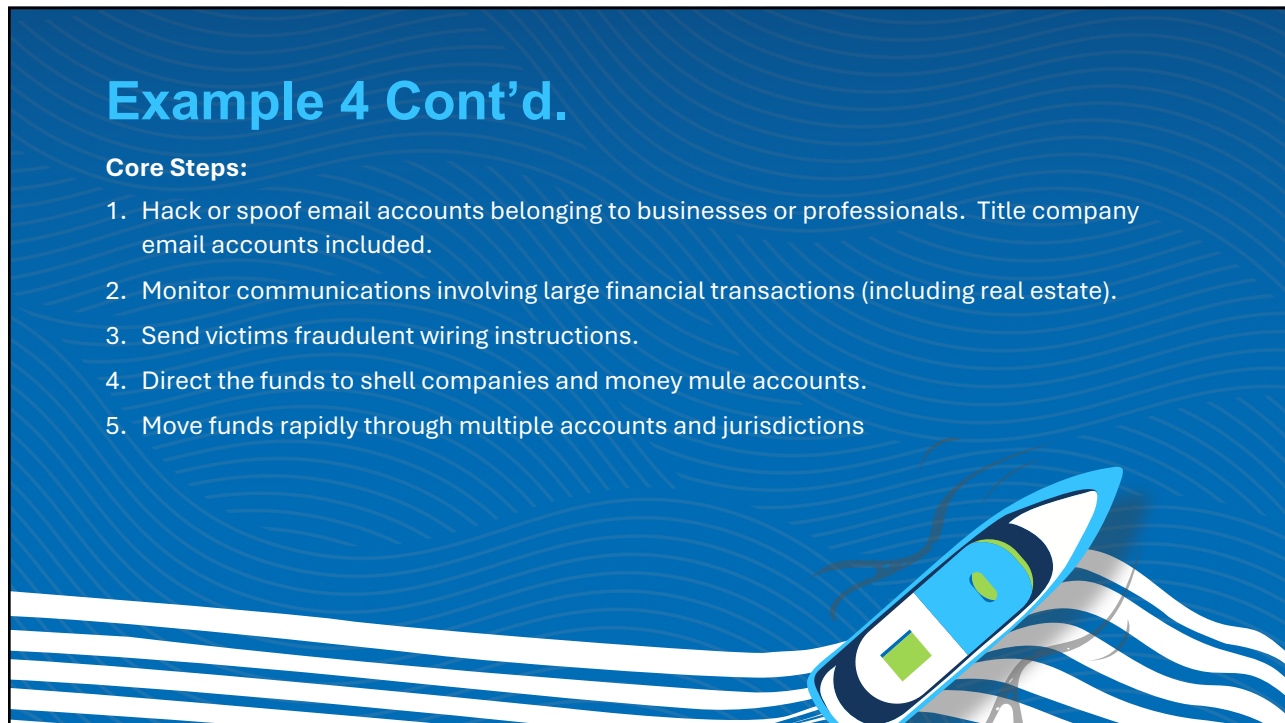
**How the fraud worked:** The scheme used Business Email Compromise techniques, including impersonating attorneys and settlement agents.



## Example 4 Cont'd.

### Core Steps:

1. Hack or spoof email accounts belonging to businesses or professionals. Title company email accounts included.
2. Monitor communications involving large financial transactions (including real estate).
3. Send victims fraudulent wiring instructions.
4. Direct the funds to shell companies and money mule accounts.
5. Move funds rapidly through multiple accounts and jurisdictions



## Mortgage Payoff Letter Fraud/ Safeguarding your Escrow

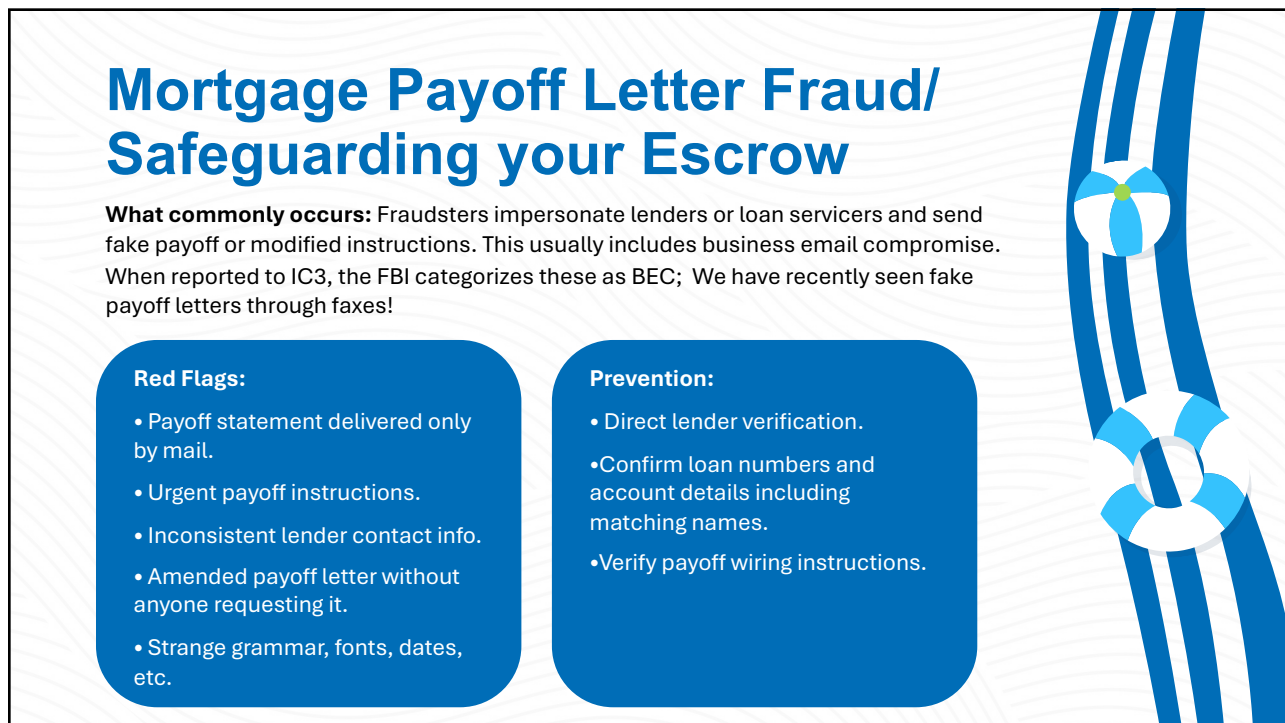
**What commonly occurs:** Fraudsters impersonate lenders or loan servicers and send fake payoff or modified instructions. This usually includes business email compromise. When reported to IC3, the FBI categorizes these as BEC; We have recently seen fake payoff letters through faxes!

### Red Flags:

- Payoff statement delivered only by mail.
- Urgent payoff instructions.
- Inconsistent lender contact info.
- Amended payoff letter without anyone requesting it.
- Strange grammar, fonts, dates, etc.

### Prevention:

- Direct lender verification.
- Confirm loan numbers and account details including matching names.
- Verify payoff wiring instructions.



## Business Identity Spoofing Ghost Title Agencies

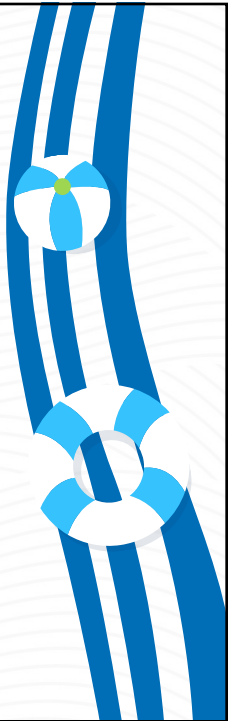
### What is happening:

- Fraudsters create fake title agencies on Sunbiz
- Clone real company names, EINs, and branding
- Open bank accounts and receive escrow deposits

### Key documented facts:

#### Fraudsters are:

- Registering fake entities on Sunbiz
- Creating duplicate or near-identical company names
- Building spoof websites
- Opening escrow accounts under the fake entity
- At least one real Florida agency found FIVE spoof websites and multiple transactions nearly defrauded



## F. Bank Identity Spoofing

### How they do it:

- Bank Fraud Department impersonation-fraudster calls you pretending to be your trusted bank's fraud department. They have spoofed the phone number, so it appears the call or text is coming from the real bank's fraud department.
- The fraudsters keep you on the phone verifying that certain names on their list are not on your list of wires and in an attempt to keep you busy while they are wiring money out of your escrow account! They will give you specific amounts of wires to verify as they check off their fraudulent amounts and account numbers.
- This situation and investigation is ongoing



# Ethical Decision Making & Fraud Prevention Controls

## Ethical Decision Framework

Agents should consider:

- Is the action legal?
- Is the action ethical?
- Does it protect the client and escrow funds?

## Internal Fraud Controls

Recommended practices:

- Written office procedures and documentation that procedures are being followed (Best Practices)
- Staff training programs with documentation (procedures only work when used)
- Transaction verification checklists
- Circulate Bulletins and Closing Alerts to all departments and employees!
- Stay informed on the latest fraud trends and risks!

# Ethical Decision/Internal Controls

## Discussion

- Seller refusing identity verification tool
- Seller refusing wire protection tools
- Buyer not using title agent's original wire instructions to make the EMD or final funding
- Payoff Statements-Always call known and trusted contact numbers for lenders

## Summary & Takeaways

### Course Summary

- Title Agency's obligation to safeguard and protect escrow funds.
- Detection and prevention of fraud schemes.
- Follow ethical and legal obligations under Florida law including DFS and Florida Bar regulations.
- Maintain a monitoring process to prevent Business Identity Spoofing or Ghosting.
- Post bank fraud department phone number and contact information in a conspicuous place in your office.
- Post the ALTA Rapid Response Plan in a conspicuous readily available place.
- Test your processes often for continued compliance!

# Questions?

# Thank You





# Current Fraud Concerns & Protection Strategies

Presented By: Matt Froning



## Why This Matters Now

- Fraud remains a major operational & financial risk
- Attackers exploit trust, timing, and transaction urgency
- AI is making scams more polished & convincing
- Practical safeguards still work when used consistently



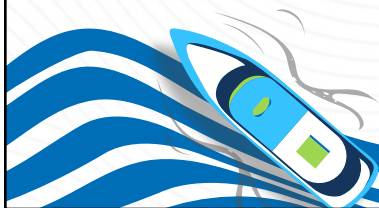
# What We'll Cover

- Today's Fraud Landscape
- How AI is Changing Fraud
- Vulnerability Points & Red Flags
- Practical Protection Strategies
- Building a Culture of Security



# Current Fraud Landscape

- Wire Fraud & BEC remain major threats
- Social engineering targets staff, buyers, sellers, & agents
- Vendor & 3<sup>rd</sup> Party compromise adds hidden risk
- Transactions are attractive because \$\$\$ moves quickly



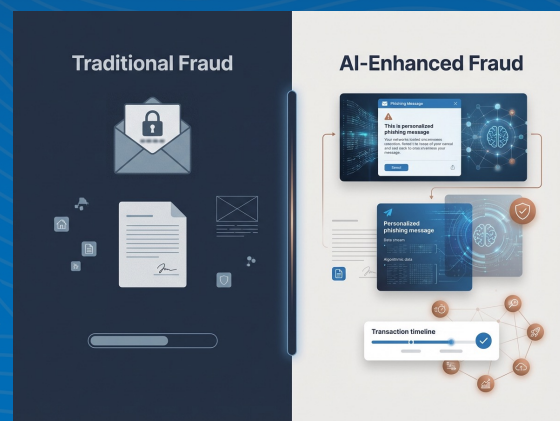
## Why This Industry is a Target

- High-value Transactions
- Time-sensitive closings
- Multiple parties involved
- Heavy reliance on email & document exchange
- Pressure to move quickly can weaken verification habits



## How AI is Changing Fraud

- Phishing emails are more polished & personalized
- Attackers can mimic writing style & transaction context
- Fraud attempts can be produced faster and at greater scale
- Fewer obvious warning signs means more reliance on process



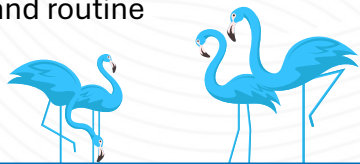
## AI-Enabled Fraud Tactics

- Cloned voices used to impersonate trusted contacts
- Fake documents & altered identities support fraudulent requests
- AI-assisted research makes scams feel timely & credible
- Synthetic content reinforces urgency & trust



## Vulnerability Points

- Email-based wire instructions
- Last-minute payment changes
- Document exchange without strong validation
- Informal call-backs or skipped verification steps
- Over-reliance on familiarity and routine



## Red Flags to Watch For

- Urgency or pressure to act immediately
- Requests for secrecy
- Unusual tone or wording
- Changes to payment details or process
- Messages that bypass normal approval channels



## Practical Protection Strategies

- Verify wire instructions & payment changes independently
- Use trusted contact information already on file
- Require MFA on critical systems & software
- Strengthen email security & access controls
- Use secure portals where appropriate



## Process Discipline Matters

- Clear verification procedures reduce avoidable mistakes
- Escalation paths help staff act quickly when something feels off
- Consistency matters more than complexity
- Good controls should support operations, not disrupt them



## Building a Culture of Security

- Leadership sets the tone
- Ongoing staff education keeps threats visible
- Policies must be practical, clear, and enforced
- Teams should feel comfortable reporting concerns early



## Top Five Actions to Take

1. Reconfirm that wire instructions are never changed or accepted by email alone
2. Require a documented call-back process using trusted numbers already on file
3. Review who can approve disbursement changes, closing changes, or urgent payment requests
4. Wall staff through a recent fraud scenario involving buyers, sellers, agents, or lenders
5. Verify MFA is enabled on email, escrow-related systems, and any platform tied to closings or funds movement



## Final Takeaway

- Fraud succeeds when trust replaces verification
- The biggest risks often appear during routine communication and last-minute changes
- Teams do not need perfect systems to reduce risk, but they do need consistent habits
- Strong verification, clear escalation, and disciplined execution are the most practical defenses



# Questions?

Matthew Froning  
Security Assurance Facilitation Experts (SAFE)

[www.safe247.com](http://www.safe247.com)

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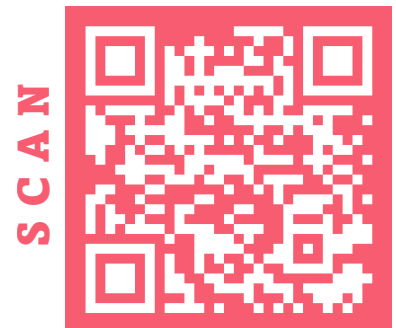
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Hourly rate to bring account current	\$249.00 per hour
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