Alper
Law

Tenancy by the Entirety Bank Accounts

2026 Bank and Credit Union Chart

Florida law presumes that a joint bank account owned by a married couple is held as tenants by the entirety, a form of ownership that treats the couple as a single legal unit. A creditor with a judgment against one spouse alone cannot garnish the account. The couple does not have to ask the bank for this protection; Section 655.79 of the Florida Statutes supplies it by default.

The threat to the protection is the bank's own paperwork. Chase and Synchrony are the only two of twenty-six major banks, online banks, and credit unions whose agreements state the protection outright. Six others refuse entireties ownership by name, and a written refusal defeats the presumption. The other eighteen say nothing either way, which leaves the Florida default standing.

What Is a Tenancy by the Entirety Bank Account?

A tenancy by the entirety account is a joint account that belongs to a married couple as one legal unit rather than in halves. Neither spouse owns a share a creditor can take. A judgment against the husband alone, or the wife alone, reaches nothing in the account.

A couple opening a joint account gets entireties ownership without checking a single box. The Florida Supreme Court established the presumption for bank accounts in *Beal Bank, SSB v. Almand & Associates*, 780 So. 2d 45 (Fla. 2001). The Legislature wrote it into the statute in 2008: a spousal deposit account "shall be considered a tenancy by the entirety unless otherwise specified in writing."

A creditor holding a judgment against both spouses can still reach the account. A joint credit card or a joint line of credit makes the lender that kind of creditor, though only a judgment against both spouses arms it. The court in *In re Collins*, 600 B.R. 108 (Bankr. M.D. Fla. 2019), held a couple's entireties property exempt in bankruptcy even though their credit union held a joint line of credit, because the line was current and no joint judgment existed.

The federal government is the other exception. A federal tax lien reaches one spouse's interest in entireties property under *United States v. Craft*, 535 U.S. 274 (2002), and courts treat federal criminal restitution liens the same way. In *United States v. McArthur*, 7 F. Supp. 3d 1220 (S.D. Ala. 2014), a federal court applying Florida law found a Florida couple's Navy Federal account to be entireties property and still ordered half of it paid toward one spouse's criminal restitution.

An ordinary creditor gets no such power. In *Gibson v. Wells Fargo Bank, N.A.*, 255 So. 3d 944 (Fla. 2d DCA 2018), Wells Fargo was collecting a judgment against the husband alone and persuaded the trial court to award it $1,310,491.78 out of the couple's joint tax refunds. The Second District reversed: Wells Fargo "is not the IRS and lacks the IRS's special authority under the Internal Revenue Code."

What Each Bank's Deposit Agreement Says

No Florida law requires a bank to offer tenancy by the entirety on its account forms. The Florida Supreme Court urged the Legislature in 2001 to make financial institutions present each ownership choice on the signature card. The Legislature never did; the statute has not been amended since 2008. Each bank decides for itself what its documents say, so the answer changes bank by bank.

The statute reaches credit unions as well as banks. The Fourth District described Section 655.79 as governing "bank and credit union accounts" in *Sitomer v. Orlan*, 660 So. 2d 1111, 1113 n.2 (Fla. 4th DCA 1995). Florida bankruptcy courts apply the entireties presumption to credit union accounts the same way.

On the chart, **Recognizes** means the agreement itself states that a spousal joint account is entireties property. **Disclaims** means the agreement names tenancy by the entirety and rejects it. **Silent** means the document does neither, so the Florida presumption controls.

Institution	Category	Stance	Governing Document (Date)	What the Document Says
Bank of America	Major bank	**Silent**	Deposit Agreement and Disclosures, effective May 15, 2026 (91-11-2000B)	"All joint accounts are presumed to be joint accounts with the right of survivorship, unless applicable state law requires other treatment or we have documentation that the account is owned in another capacity"
Chase (JPMorgan Chase)	Major bank	**Recognizes**	Deposit Account Agreement, effective June 14, 2026	"A Florida joint account owned solely by two spouses is a 'tenants by the entirety' account unless the signature card indicates otherwise"
Wells Fargo	Major bank	**Silent**	Deposit Account Agreement, effective July 28, 2026 (CCB2018)	Co-owners are treated as "joint tenants with right of survivorship" unless "applicable state laws require other treatment" or "we agree with you in writing that the account is owned in some other way"
Citibank	Major bank	**Silent**	Consumer Deposit Account Agreement, effective November 20, 2025, amendments appended through August 25, 2026	"Unless you designate otherwise on your signature card, application, or other bank documentation, we will assume that personal accounts opened by two or more individuals are intended to be joint tenancy accounts with the right of survivorship"
Truist (SunTrust/BB&T)	Major bank	**Disclaims**	Bank Services Agreement, 01/16/2026	"An account that is owned by two or more individuals will be treated as joint tenants with right of survivorship, and not as 'tenants in common' or as 'tenants by the entirety'"
PNC Bank	Major bank	**Disclaims**	Account Agreement for Personal Checking, Savings and Money Market Accounts, RDAOPM11-0526 (5/2026)	"If an Account is in the names of spouses, you understand, intend and agree that such an Account is NOT owned as tenants by the entireties unless otherwise expressly designated on the Account records"
Regions Bank	Major bank	**Disclaims**	Deposit Agreement, CS1004 (06/25), Florida Account Disclosures	A Florida spousal account is treated as "a joint tenant account with right of survivorship (to the extent that such accounts are recognized under applicable law) and not as an account of tenants by the entireties, unless otherwise expressly designated on the signature card or other account records"
Fifth Third Bank	Major bank	**Disclaims**	Deposit Account Rules & Regulations, issue date June 25, 2026	A joint account "shall be deemed as owned as joint tenants with right of survivorship, not as tenancy by the entireties"
TD Bank	Major bank	**Silent**	Personal Deposit Account Agreement, 62-7340-DG (08/2026)	"The following provisions explain the rules applicable to your Account depending on the form of ownership specified on the signature card. Only the portion corresponding to the form of ownership specified will apply"
Capital One	Major bank	**Silent**	360 Checking Account Disclosures, effective May 20, 2026; 360 Savings (July 15, 2026) and Simply Checking (August 5, 2026) carry the same clause	"The owners of the account are considered to be 'joint tenants' with right of survivorship"
Synchrony Bank	Online bank	**Recognizes**	Consumer Deposit Account Agreement and Disclosures, effective July 1, 2025	"If two spouses married to each other are the only joint owners, a joint account is owned by them as 'tenants by the entireties' if the owners reside in a state that recognizes that type of ownership"

Institution	Category	Stance	Governing Document (Date)	What the Document Says
American Express National Bank	Online bank	**Silent**	Consumer Deposit Account Agreement, rev. January 5, 2026	"A Joint Account with Right of Survivorship (and not as Tenants In Common) is an account in the name of two persons"
Barclays (US)	Online bank	**Silent**	Online Savings Account Terms and Conditions, March 2026 version (Barclays Bank Delaware)	"Our Joint Accounts are considered 'Joint Accounts with Right of Survivorship.'" The same section adds: "Other types of account ownership are not available from us at this time"
Ally Bank	Online bank	**Silent**	Deposit agreement and disclosures, effective August 13, 2024	"All owners are joint tenants with right of survivorship, meaning that if one owner dies, the account will belong to the remaining joint owners"
Marcus by Goldman Sachs	Online bank	**Silent**	Deposit Account Agreement, Goldman Sachs Bank USA, effective June 27, 2025	"All joint Accounts are owned by the Account owners as joint tenants with right of survivorship"
CIT Bank	Online bank	**Silent**	CIT Bank Agreement for Personal Accounts, rev. 6/12/26 (a division of First-Citizens Bank & Trust Company)	"All joint accounts are titled as joint tenants with right of survivorship. This means that if one owner dies, the account will belong to the survivor(s)"
Discover	Online bank	**Disclaims**	Deposit Account Agreement, BK.DBATAGT.L.0126, issued by Discover, a division of Capital One, N.A.	"All joint Accounts are established as joint tenancy with right of survivorship only." The same subsection adds: "We do not offer any other type of joint Account (i.e., tenants in common or tenants by the entirety)"
Suncoast Credit Union (Tampa)	Florida credit union	**Silent**	Signature Card (04-2019) in the Add a Joint Owner packet, revised 08/2025; Account Agreement and Disclosures, 10/23/2019 revision	The card's ownership choices end at "Joint (Multiple Parties with Survivorship Rights)," and the account agreement gives a joint account rights of survivorship "unless otherwise stated on the Account Card"
VyStar Credit Union (Jacksonville)	Florida credit union	**Silent**	Membership Agreement and Disclosures, July 1, 2025	"Unless otherwise stated on the Account Card or documented through the Credit Union's online application and authentication process, a joint account includes rights of survivorship"
Space Coast Credit Union (Melbourne)	Florida credit union	**Silent**	Membership Agreement and Disclosures, 04/01/2025	"All joint accounts are right of survivorship. This means that when one owner dies, all sums in the account will pass to the surviving owner(s)"
MIDFLORIDA Credit Union (Lakeland)	Florida credit union	**Silent**	Consumer Terms and Conditions, 03/23/2026	"Unless your Account Card specifically states otherwise, multiple party accounts are held in joint tenancy with the right of survivorship"
GTE Financial (Tampa)	Florida credit union	**Silent**	Membership and Account Agreement, 01/26/2026	"Rights of Survivorship. When one owner dies, all sums in the account will pass to the surviving owner(s)"
FAIRWINDS Credit Union (Orlando)	Florida credit union	**Disclaims**	Member Handbook containing the Membership and Account Agreement, effective June 23, 2025 (22-FCU-0274)	"We are not bound by any attempt by you to change the account ownership to anything other than a joint tenancy with right of survivorship, including 'tenants by the entirety' or 'tenants in common'"
Navy Federal Credit Union	National credit union	**Silent**	Add Joint Owner form, NFCU 97AJO (5-26); Important Disclosures, NFCU 606 (6-26)	The form's two ownership boxes are "Joint Account–With Survivorship" and "Joint Account–No Survivorship," and it states: "If a survivorship option has not been indicated here, your accounts will be designated as Joint With Survivorship"
PenFed Credit Union	National credit union	**Silent**	Checking Account Application and Signature Card, Form 151 (03/24); Membership Disclosures, Form 794 (04/2019)	The card's ownership designations are "Individual," "Joint with Survivorship" and "Joint without Survivorship," with individual ownership as the default if none is selected

Institution	Category	Stance	Governing Document (Date)	What the Document Says
USAA Federal Savings Bank	National bank	**Silent**	Depository Agreement and Disclosures, effective October 10, 2025 (93111-1025)	"If two or more persons are named as owners of the account, they will own the account as joint tenants with rights of survivorship"

The chart shows each bank's agreement as of August 2026, and that is the edition that governs an account opened today. An older account is governed by the edition in force the day it was opened: "the date a bank account is opened is the operative date for establishing ownership." *Regions Bank v. Hyman*, 91 F. Supp. 3d 1234, 1256 (M.D. Fla. 2015). Banks revise these agreements without notice, so the copy worth keeping is the one in force at opening.

PNC shows how much an edition can change. Its entireties disclaimer originally ran under a heading limiting it to Florida accounts. PNC dropped the heading between June 2015 and August 2016, and the same two sentences have applied to every PNC personal account since. When a Florida appellate court enforced the clause in 2023, it construed the older Florida-headed edition that governed when those depositors signed.

The published documents are also not the whole paper trail. In *Regions Bank v. Hyman*, the depositor's bank used a card offering a "Multiple Party Account-Tenancy by the Entireties" box, and the bank did not hand out a copy unasked. In *Loumpos*, a couple retitled an account on a card reading "Ten by Enty" and checked a "Joint Tenants by Entirety" box; the opinions never name the bank. A Silent entry means the bank's published documents leave the Florida presumption in place. What the branch paperwork offers is a separate question.

Does Bank of America Allow Tenancy by the Entirety?

A Florida married couple's joint account at Bank of America is presumed entireties property. Nothing in the bank's current published documents specifies otherwise. The deposit agreement never mentions entireties ownership, and no current public document from the bank offers an entireties election. That silence leaves the statutory default in charge of the account.

The agreement's joint-account clause points the same way. Joint accounts are presumed to carry survivorship rights "unless applicable state law requires other treatment or we have documentation that the account is owned in another capacity." For a Florida married couple, state law requires other treatment. Among the major banks whose documents never mention entireties, that carve-out is the language most favorable to the couple.

Bank of America once offered the choice outright. In *Connell v. Connell*, 93 So. 3d 1140 (Fla. 2d DCA 2012), the Second District described the deposit agreement the bank used in 2009 and 2010, which offered an express choice between survivorship ownership and a tenancy by the entireties.

A signature card from the same era drew the same line. The card described in *Branch Banking & Trust Co. v. ARK Development/Oceanview, LLC*, 150 So. 3d 817 (Fla. 4th DCA 2014), recorded an account as individual rather than as "a joint account with survivorship or a tenancy by the entireties."

The current agreement, effective May 15, 2026, applies in all states and names no tenancy form at all. A couple opening an account there today is in the same position as at any silent bank. The account is presumed entireties property from day one. A signed declaration kept with the account records documents the facts a court would later ask about.

How a Bank's Paperwork Can Defeat Entireties Ownership

Florida's entireties presumption gives way only to an express disclaimer, and *Beal Bank* recognized exactly two forms. The couple signs a statement that entireties ownership is not intended, together with a designation of another ownership form. Or the bank's signature card offers tenancy by the entirety among the ownership choices and the couple selects something else.

That second form is the trap. The dangerous card is the one that offers the election. In *Wexler v. Rich*, 80 So. 3d 1097 (Fla. 4th DCA 2012), a bank's account forms listed "Multiple Party Account-Tenancy by the Entireties" as one choice. A bank employee checked the plain multiple-party option instead, because the couple had asked for "joint accounts."

Neither spouse initialed the selection, and it still defeated the entireties claim.

The bank owed the couple no explanation. The *Wexler* court held that a bank satisfies its obligation by clearly providing the entireties option and owes the customer no help in choosing wisely. Only a handful of Florida attorneys, the same opinion added, can describe the difference between an entireties account and a survivorship account.

In 2010, a depositor walked into USAmeriBank's South Tampa branch and said he wanted a tenancy by the entireties account. The employees handed him a signature card with the plain "Multiple Party Account" box already marked, and he and his wife initialed beside it. The card's own menu included "Multiple Party Account-Tenancy by the Entireties." Nobody checked that box.

Regions Bank then won a $3,407,620.35 judgment against the husband in September 2012. A garnishment writ served in May 2013 reached $625,305.39 in the account. A magistrate judge read the pre-marked card as "ambiguous and confusing as to the form of ownership" and recommended that the exemption stand. The district judge in *Regions Bank v. Hyman* disagreed, held the card "an unambiguous contract which contains an express disclaimer," and let the garnishment proceed.

The couple later sued the bank's successor for negligence. In *Kearney v. Valley National Bank*, No. 8:21-cv-00064 (M.D. Fla. Jan. 3, 2022), they represented to the court that years of monthly statements never showed whether the account was held as tenants by the entirety. By their account, nothing the bank mailed them would have revealed the problem. The ownership election lives in the account-opening records, and that is where it has to be checked.

A card with no ownership menu cannot produce that kind of disclaimer, and Florida bankruptcy courts have protected accounts on exactly that ground. In *In re Roark*, No. 3:21-bk-91 (Bankr. M.D. Fla. 2021), a VyStar member's card offered no ownership boxes at all; the court held the couple's $12,252.58 account exempt. In *In re Ingole*, No. 2:22-bk-00395 (Bankr. M.D. Fla. 2023), a Suncoast card's choices ended at "Joint (Multiple Parties with Survivorship Rights)"; the court let the couple prove their intent, and the $26,709.66 money market account stayed protected.

Since the 2008 amendment, the disclaimer no longer has to sit on the signature card. The statute says "unless otherwise specified in writing," and in *Storey Mountain, LLC v. George*, 357 So. 3d 709 (Fla. 4th DCA 2023), the Fourth District held that a disclaimer in any writing incorporated into the signature card counts. The clause it enforced sat in PNC's standard checking account agreement and said a spousal account "is NOT owned as tenants by the entireties unless otherwise expressly designated." That clause defeated the presumption.

The disclaimer must actually name tenancy by the entirety and reject it. In *Storey Mountain, LLC v. Del Amo (In re Del Amo)*, 158 F.4th 1335 (11th Cir. 2025), TD Bank's signature card carried a small-print sentence: joint accounts are owned as joint tenants with right of survivorship. The Eleventh Circuit held the sentence insufficient, because designating a different ownership form disclaims nothing: "It is not enough to say the account is something else." The couple's $7,270 account stayed exempt in bankruptcy.

The rule comes with one caveat. *Del Amo* is a federal court's reading of Florida law, and the Florida Supreme Court has not addressed the disclaimer question since the 2008 amendment.

The same creditor ran the same theory in both cases. Storey Mountain, LLC reached the PNC account in 2023 and lost against the TD account in 2025. PNC's agreement named entireties ownership and rejected it; TD's card did not. The six shown as Disclaims on the chart all pass that test: Truist, PNC, Regions, Fifth Third, Discover, and Fairwinds Credit Union each name tenancy by the entirety and refuse it. No silent bank's documents do, which is why the presumption survives at those banks.

Are Online Banks and Out-of-State Accounts Protected?

Yes. Nothing in Florida's entireties statute limits the presumption to accounts at Florida-chartered institutions, so a Florida married couple's joint account is presumed entireties property wherever the bank sits. An account at an online bank starts from the same default as an account opened at a branch in Tampa.

Online account opening also removes the signature-card trap. An online application asks whether the account is individual or joint; it does not ask how a married couple wants the account owned. Capital One's application tells a couple to open an individual account first and add the other person afterward. Barclays lists adding joint account holders as a step that comes after the account is open. A path that never offers an ownership menu cannot produce the election *Beal Bank* treats as a disclaimer.

With no menu in play, the deposit agreement decides everything, and the agreements differ more than the banks do. Discover and Capital One are today one bank publishing two sets of documents; the Discover agreement refuses entireties ownership by name while the Capital One disclosures say nothing about it. Synchrony sits at the other end, with the only online-bank agreement that recognizes entireties ownership for spouses in a state that allows it.

An out-of-state bank changes the creditor's collection path, not the ownership. A Florida court can garnish only property it has power over. In *Navy Federal Credit Union v. Veros Credit, LLC*, No. 4D2023-2902 (Fla. 4th DCA Nov. 6, 2024), the Fourth District held that garnishment reaches only property inside Florida; a dispute over where the accounts sit goes to trial.

Documenting Entireties Ownership When the Bank's Forms Offer No Option

At a bank whose account forms offer no entireties option and whose deposit agreement never disclaims one, a married couple's joint account is already a tenancy by the entirety under the Florida presumption. The weak point is proof. Years later, a garnishment or a bankruptcy objection forces the couple to show when they married, when they opened the account, and that they never chose another form of ownership.

A declaration signed by both spouses and kept with the account records fixes those facts early. Where the institution offered no entireties option, *Beal Bank* lets the couple prove their intent by evidence beyond the signature card. A declaration signed while no creditor is in the picture is that evidence, prepared in advance.

What to Do When a Bank Disclaims Tenancy by the Entirety

A married couple whose bank disclaims entireties ownership has one clean fix: open a new joint account at a bank whose documents do not disclaim it, and move the money. Asking the bank to retitle the existing account is not a fix. An account intended as tenants by the entirety has to be titled that way from the day it is opened.

Two of the disclaiming banks leave a door open at account opening. PNC's clause and Regions' clause both give way where the couple obtains an express entireties designation on the account records, though PNC reserves the right to refuse the designation in its discretion. Truist, by contrast, bars changing the ownership to anything other than survivorship without the bank's approval.

An account converted to joint ownership after opening carries a history a creditor can attack. In *Smart v. City of Miami Beach*, 51 F. Supp. 3d 1299 (S.D. Fla. 2014), the depositor had opened the account alone, before her marriage, and added her husband later. The court held the account was not entireties property because the spouses had never acquired it together, and the writ of garnishment stood.

For bank accounts, the Florida Supreme Court has since closed most of that line of attack. The statutory presumption does not depend on the old common law requirement that both spouses acquire the account at the same time and through the same act. In *Loumpos v. Bank One*, 423 So. 3d 856 (Fla. 2025), the Court held that Section 655.79 "authorizes a joint spousal bank account to be held as a tenancy by the entireties even if the account was originally established by one spouse."

The first court to apply *Loumpos* reached the same result. In *In re White*, 2026 WL 296894 (Bankr. M.D. Fla. Feb. 4, 2026), a bankruptcy court overruled a creditor's objection and protected a $70,000 joint checking account. *Loumpos* is a defense for an account that was already converted; it is not a reason to plan one that way.

The statute also stops at deposit accounts held at banks and credit unions. A brokerage account sits outside it, and the common law rules still control there (*Versace v. Uruven, LLC*, 348 So. 3d 610, 613 n.2 (Fla. 4th DCA 2022)). A brokerage account converted after opening stands on weaker ground than a bank account with the same history.

Which Bank Is Best for a Tenancy by the Entirety Account?

Chase and Synchrony are the strongest choices on paper, because each states in its deposit agreement that a married couple's joint account is entireties property. A couple banking there never has to argue the presumption at all. Chase's clause carries two reservations. The bank may take funds from the account to collect either spouse's own debts to Chase. It also does not have to determine ownership before answering a garnishment. The protection runs against outside creditors, not against the bank itself.

Any silent bank on the chart also works, because the Florida presumption supplies the ownership there. Three mistakes defeat the protection: selecting a survivorship option on a card that offered entireties, missing an express disclaimer in the account agreement, and adding a spouse to an existing individual account instead of opening a new one. All three happen during account opening, and no choice of bank cures them afterward.

Sources

The record behind each row of the chart, institution by institution: the deposit agreement, membership agreement, product disclosure and signature card each bank and credit union publishes, named by title, document code and revision, and read in full for the account-ownership provision it prints. The clause that decides a row's stance is quoted from the document itself. The decisions and statutes the chart's rule statements rest on are collected at the end.

Bank of America

Bank of America, Deposit Agreement and Disclosures, doc 91-11-2000B (05/26) 29507, effective May 15, 2026, 29 pp., cover-marked 'Applies in all states,' bankofamerica.com (Account Ownership, verbatim: 'All joint accounts are presumed to be joint accounts with the right of survivorship, unless applicable state law requires other treatment or we have documentation that the account is owned in another capacity.' The same section adds 'You are solely responsible for meeting all requirements under state law and this Agreement to create a joint account with a right of survivorship,' and twice contemplates a joint account that 'does not have right of survivorship.' The string 'entiret' appears nowhere in the 29 pages)

Connell v. Connell, 93 So. 3d 1140, 1142 (Fla. 2d DCA 2012) (Silberman, C.J.) (the reported corroboration for Bank of America specifically, verbatim: 'the decedent and Fana (referred to collectively as the Connells) established a joint checking account at Bank of America. The deposit agreement provided a choice to create a joint tenancy with the right of survivorship or a tenancy by the entireties. The Connells chose to create a joint tenancy with the right of survivorship.' The Connells married on February 7, 2009 and the decedent died on March 22, 2010, so the paperwork the court describes is the one in force circa 2009 and 2010. The opinion paraphrases the election rather than reproducing the clause)

Chase

JPMorgan Chase Bank, N.A., Deposit Account Agreement, effective 6/14/2026, 30 pp., p. 6, chase.com (heading 'Tenants by the entirety (Florida only)', verbatim and complete: 'A Florida joint account owned solely by two spouses is a "tenants by the entirety" account unless the signature card indicates otherwise. We are not required to determine whether an account is a tenants by the entirety account before responding to a garnishment or other legal process. We may assert our right of set-off or security interest in a tenants by the entirety account in order to collect debts of either owner.' The clause is the only express recognition of the ownership form among the ten major banks charted)

Wells Fargo

Wells Fargo, Deposit Account Agreement, doc CCB2018, in use 7/28/2026, 44 pp., Account Basics / Account Ownership, wellsfargo.com (verbatim, with the two carve-outs as the document sets them, in a bulleted list: 'For joint accounts, we treat all owners, who are referred to in this Agreement as "co-owners," as joint tenants with right of survivorship (described below), unless: [bullet] Applicable state laws require other treatment, or [bullet] We agree with you in writing that the account is owned in some other way.' The string 'entiret' appears nowhere in the 44 pages)

Citibank

Citibank, N.A., Consumer Deposit Account Agreement (U.S. Markets), effective November 20, 2025, with the amendment set appended through August 25, 2026, 103 pp., citi.com (verbatim: 'Unless you designate otherwise on your signature card, application, or other bank documentation, we will assume that personal accounts opened by two or more individuals are intended to be joint tenancy accounts with the right of survivorship.' The same clause states: 'We may be required by legal process to pay all the funds in a Joint Account to satisfy a judgment against any or all Joint Account owners.' All 28 occurrences of the string 'entiret' in this document were enumerated with their context and every one is the phrase 'in its entirety' or 'in their entirety' inside the appended amendment section; the agreement body never uses the ownership term)

Truist

Truist Bank, Bank Services Agreement, 01/16/2026, 48 pp., s. 2 JOINT, truist.com (two disclaimer clauses, both verbatim. First: 'An account that is owned by two or more individuals will be treated as joint tenants with right of survivorship, and not as "tenants in common" or as "tenants by the entirety."' Second: 'You are not permitted to change the account ownership to anything other than a "joint tenants with the right of survivorship," including "tenants by the entirety" or "tenants in common" without the Bank's approval. We will treat all joint accounts, unless otherwise indicated on the Bank's records, as "joint tenants with right of survivorship" for all purposes, including but not limited to writs, levies, set-off, garnishment, and determination of ownership upon death.')

PNC Bank

PNC Bank, N.A., Account Agreement for Consumer Checking, Savings and Money Market Accounts, doc RDAOPM11-0526 (5/2026), (c)2026, 29 pp. as supplied (the printed folios run 'page 1 of 31' through 'page 29 of 31'), md5 083398acf65741ba28c303b47f768921 (Joint Accounts, at printed page 10, verbatim: 'If an Account is in the names of spouses, you understand, intend and agree that such an Account is NOT owned as tenants by the entireties unless otherwise expressly designated on the Account records. We reserve the right to refuse to allow you to hold the Account as tenants by the entireties, in our discretion.' The section opens, at printed page 9: 'If your Account is a joint Account, then you own your Account as joint tenants with the right of survivorship and not as tenants in common.' The string 'entiret' occurs twice in the document, both times in this clause)

Scope note, from the document itself: the clause the Fourth District construed in Storey Mountain, LLC v. George, 357 So. 3d 709 (Fla. 4th DCA 2023) sat on page nine of the then-current agreement under the heading 'FOR ACCOUNTS IN FLORIDA:'. In RDAOPM11-0526 the clause carries no state heading and sits in the general Joint Accounts section, so it reaches every PNC consumer account; the two state headings that do appear on the same printed page, 'FOR ACCOUNTS IN INDIANA:' and 'FOR ACCOUNTS IN FLORIDA:', belong to the fiduciary-account and payable-on-death paragraphs, not to this one. The prior revision, RDAOPM11-1125 (11/2025), archived as pnc-account-agreement-personal-accounts-wayback-20260301.pdf, md5 88f8bc4fffeeadf8340d9f2ff14f14ad, carries the same clause in the same place: the wording did not change between the two revisions

Regions Bank

Regions Bank, Deposit Agreement, doc CS1004 (06/25), (c)2025, 31 pp., p. 29, under the heading 'Florida Account Disclosures', regions.com (verbatim: 'If your account is in Florida and is in your name and your spouse's name, we will treat it as a joint tenant account with right of survivorship (to the extent that such accounts are recognized under applicable law) and not as an account of tenants by the entireties, unless otherwise expressly designated on the signature card or other account records.' An identical clause runs for Missouri directly above it. The clause names the ownership form and rejects it, and its own closing words supply the exception a couple can use at account opening)

Fifth Third Bank

Fifth Third Bank, National Association, Deposit Account Rules & Regulations, Issue Date June 25, 2026, LIDN 4238, 34 pp., s. 2.1 Joint Ownership, md5 f0dd38a6e6b9bd0ea0cf50be5b1b810c (verbatim: 'Where there is more than one account owner (sometimes referred to as "Joint Customers" herein), the account shall be deemed as owned as joint tenants with right of survivorship, not as tenancy by the entireties.' The string 'entiret' occurs once in the 34 pages, in this sentence. The document's only Florida-specific provision is a five-year records-retention period; it contains no Florida ownership provision. The appended privacy addendum, LIDN 9359 dated 8/25/2026, replaces only the Privacy Policy. The prior issue, March 10, 2025 (Pub782542), archived as fifththird-deposit-account-rules-wayback-20251111.pdf, md5 5d5b82419b2f08c485d4a15ce73c7752, carries the identical s. 2.1 sentence)

TD Bank

TD Bank, N.A., Personal Deposit Account Agreement, doc 62-7340-DG (0826), 27 pp., Account Ownership, td.com (two verbatim sentences. First: 'The following provisions explain the rules applicable to your Account depending on the form of ownership specified on the signature card. Only the portion corresponding to the form of ownership specified will apply.' Second: 'If more than one of you opens an Account and signs a signature card as a co-owner of the Account, the Account is a joint Account with right of survivorship.' The string 'entiret' appears nowhere in the 27 pages. The second sentence is materially the language the Eleventh Circuit held insufficient to disclaim entireties ownership in In re Del Amo)

Capital One

Capital One, N.A., three product disclosures, capitalone.com: 360 Checking Account Disclosures, effective 5/20/2026; 360 Savings Account Disclosures, effective 7/15/2026; and Simply Checking account disclosures, effective 8/5/2026 (verbatim, from the 360 Checking disclosures and carried in the same words by the other two: 'Joint account: This type of account is owned by two or more people and all deposits made into the account are owned by all registered account owners. The owners of the account are considered to be "joint tenants" with right of survivorship.' Governing law in all three is Virginia and federal law, and none carries a Florida provision. The string 'entiret' appears in none of the three. These three disclosures are the public deposit-account record Capital One publishes under its own brand)

Capital One 360 Checking application, the public 'expectations' screen at apply.capitalone.com/fc/index.html#/expectations?productId=4000, observed 2026-08-29 (verbatim: 'Looking to open a joint account? First, you'll need to open an individual account. Then, you can add the other person as a joint account holder online.' The same screen states 'We'll ask you for info like your name, address, and Social Security number.' The application therefore has no joint-at-opening path and no ownership election of any kind: the account is opened in one name and a joint holder is added afterward. A DATED SNAPSHOT of a live commercial flow, observed 2026-08-29 and offered as corroboration of this row's Silent classification, not as a substitute for the governing-document evidence above)

Synchrony Bank

Synchrony Bank, Consumer Deposit Account Agreement and Disclosures, effective 07/01/2025, p. 3, 'Types of Account Ownership', synchrony.com/banking/documents/account-agreement.pdf (verbatim: 'If two spouses married to each other are the only joint owners, a joint account is owned by them as "tenants by the entireties" if the owners reside in a state that recognizes that type of ownership, otherwise a joint account is owned by the joint owners as "joint tenants with a right of survivorship."' The same section states: 'We currently offer the following types of account ownership. ... [we] may stop offering any type of account ownership at any time.')

American Express National Bank

American Express National Bank, Consumer Deposit Account Agreement, rev. January 5, 2026, americanexpress.com/content/dam/amex/en-us/banking/personal-savings/deposit_account_agreement.pdf (verbatim: 'A Joint Account with Right of Survivorship (and not as Tenants In Common) is an account in the name of two persons. Each of you intends that, when you die, the balance in the Joint Account (subject to any previous pledge to which we have agreed) will belong to the survivor.' The document names and rejects tenancy in common alone; the string 'entiret' appears nowhere in it)

Barclays

Barclays Bank Delaware, Online Savings Account Terms and Conditions, version March 2026, 'Ownership of Account', banking.us.barclays/terms-and-conditions.html (verbatim: 'A "Joint Account" is an Account in the name of two persons. Our Joint Accounts are considered "Joint Accounts with Right of Survivorship." For such Joint Accounts, each of you intends that when you die, the balance in the account will belong to the survivor. Other types of account ownership are not available from us at this time.' The exclusivity sentence names no ownership form, which is why it is not the express disclaimer In re Del Amo requires)

Barclays Bank Delaware, public onboarding page, banking.us.barclays/lets-get-you-set-up.html, observed 2026-08-29 (three steps, verbatim: (1) 'Get approved - It usually takes less than 5 minutes. Just answer a few questions so we can confirm your identity.' (2) 'Fund your account - Set up your credentials, log in, and add funds.' (3) 'Start banking - Add joint account holders, apply for new products, and more.' Joint account holders are therefore added AFTER the account is opened and funded, not chosen at opening. The page also states 'We'll need your SSN and permanent address to open an account.' The operational path matches the agreement's exclusivity clause quoted above. A DATED SNAPSHOT of a live commercial flow, observed 2026-08-29 and offered as corroboration of this row's Silent classification, not as a substitute for the governing-document evidence above)

Ally Bank

Ally Bank, Deposit agreement and disclosures, effective August 13, 2024, with the change notices bound in front of it (the latest effective August 15, 2026, none of them touching account ownership), ally.com/content/dam/pdf/bank/ally-bank-deposit-agreement.pdf (verbatim: 'All owners are joint tenants with right of survivorship, meaning that if one owner dies, the account will belong to the remaining joint owners.' The string 'entiret' appears nowhere in the document)

Ally Bank, public deposit account-opening path, secure.ally.com/open-account/?OAP=OSAV (Account Opening step 1 and its FAQ accordion), observed 2026-08-29 (step 1 presents no ownership-form election, offering only 'You don't have an Ally login' / 'You already have an Ally login', and the FAQ published on that same application screen states, verbatim: 'Later in your application, you can add up to a total of four joint account owners. For IRAs, there's only one account owner, so we won't prompt you for joint owner information if you're opening an IRA.' Joint ownership is therefore an addition of owners, not a selection among tenancies; the flow gates at identity after step 1. A DATED SNAPSHOT of a live commercial flow, observed 2026-08-29 and offered as corroboration of this row's Silent classification, not as a substitute for the governing-document evidence above)

Marcus by Goldman Sachs

Goldman Sachs Bank USA, Marcus Deposit Account Agreement, effective June 27, 2025, marcus.com/content/dam/marcus/us/en/pdfs/Marcus_Deposit_Account_Agreement.pdf (verbatim: 'All joint Accounts are owned by the Account owners as joint tenants with right of survivorship, meaning if one of the Account owners passes away the funds in the Account belong to the surviving Account owner(s). ... If two or more Account owners survive, the Account will remain a joint tenancy with right of survivorship.' The string 'entiret' appears nowhere in the document)

CIT Bank

CIT Bank Agreement for Personal Accounts, rev. 6/12/26, (c)2026 First-Citizens Bank & Trust Company, headed 'CIT BANK, a division of First-Citizens Bank & Trust Company', cit.com/resources/CIT-Bank-Agreement-for-Personal-Accounts.pdf (verbatim: 'All joint accounts are titled as joint tenants with right of survivorship. This means that if one owner dies, the account will belong to the survivor(s).' The string 'entiret' appears nowhere in the document)

Discover

Discover, Deposit Account Agreement, doc BK.DBATAGT.L.0126, (c)2026, s. 6 Account Ownership (PDF p. 8), discover.com/content/dam/dfs/online-banking/documents/NationalDepositAccountAgreement.pdf (verbatim: '(b) Joint Account - A joint Account is an Account held by more than one natural person. All joint Accounts are established as joint tenancy with right of survivorship only. Joint tenancy with right of survivorship means that if an owner of a joint Account dies, the balance in the joint Account passes to the remaining owner(s) of the joint Account. We do not offer any other type of joint Account (i.e., tenants in common or tenants by the entirety).' The two amendment notices bound in front of the agreement, effective 2026-05-17 and 2026-10-08, revise sections 1, 5, 10, 13, 15 and 27, and leave section 6 as printed)

Issuer, from the same document's footer, PDF p. 3, verbatim: '(c)2026 Discover, a division of Capital One, N.A., Member FDIC.' Discover Bank was merged into Capital One, N.A.; the OCC's conditional approval was announced in April 2025 and the acquisition closed in May 2025. The Discover-brand and Capital One-brand deposit documents are separate agreements published by one national bank

Suncoast Credit Union

Suncoast Credit Union, Signature Card, form code 04-2019, inside the Add a Joint Owner / Name Change packet, revised 08/2025, suncoastcreditunion.com (the card's ownership boxes, complete: Single Party; Representative Payee; Uniform Transfer to Minor; Estate; Guardianship; Payable on Death; Joint (Multiple Parties with Survivorship Rights); Trust. Card text, verbatim: 'Upon the death of any account owner, ownership of the account passes to the surviving account owner(s), if any.' The card incorporates the master Credit Union Account Agreement and Disclosure by reference)

Suncoast Credit Union, Account Agreement and Disclosures, CUNA Mutual Group document 00900184-D1001-C-1-102319, 10/23/2019 revision, 16 pp., read in the Internet Archive capture 20211028012329 of suncoastcreditunion.com/-/media/files/forms-and-applications/suncoast-account-agreement.pdf (clause 3.a, verbatim: 'JOINT ACCOUNTS - A joint account is an account owned by two or more persons. a. Rights of Survivorship. Unless otherwise stated on the Account Card or documented through the Credit Union's online application and authentication process, a joint account includes rights of survivorship.' The string 'entiret' appears nowhere in the 16 pages of this revision)

VyStar Credit Union

VyStar Credit Union, Membership Agreement and Disclosures, July 1, 2025, TruStage form 00902690-11452-C-1-040725, linked from vystarcu.org/disclosures (verbatim: 'JOINT ACCOUNTS - A joint account is an account owned by two or more persons. a. Rights of Survivorship. Unless otherwise stated on the Account Card or documented through the Credit Union's online application and authentication process, a joint account includes rights of survivorship. ... For a joint account without rights of survivorship, the deceased owner's interest passes to his or her estate.' The document's single occurrence of the string 'entirety' is the phrase 'in its entirety' in the arbitration clause)

Space Coast Credit Union

Space Coast Credit Union, Membership Agreement and Disclosures, TruStage form 00902328-D1001-C-1-040125 (04/01/2025), linked from sccu.com/disclosures (verbatim: 'JOINT ACCOUNTS - A joint account is an account owned by two or more persons. a. Rights of Survivorship. All joint accounts are right of survivorship. This means that when one owner dies, all sums in the account will pass to the surviving owner(s).' The string 'entiret' appears nowhere in the document)

MIDFLORIDA Credit Union

MIDFLORIDA Credit Union, consumer Terms and Conditions, published as tc-consumer-03-23-2026.pdf and linked from midflorida.com/terms-and-conditions (verbatim: 'Joint or Multiple Party Accounts. ... An account owned by two or more persons is a multiple party account. Unless your Account Card specifically states otherwise, multiple party accounts are held in joint tenancy with the right of survivorship.' The saving clause makes survivorship a default rather than an exclusive regime. The string 'entiret' appears nowhere in the document)

GTE Financial

GTE Federal Credit Union dba GTE Financial, Membership and Account Agreement, TruStage form 00900249-D1001-C-1-012626 (01/26/2026), gtefinancial.org/content/dam/gte/docs/default-source/disclosures/account-disclosure.pdf (verbatim: 'JOINT ACCOUNTS - A joint account is an account owned by two or more persons. a. Rights of Survivorship. When one owner dies, all sums in the account will pass to the surviving owner(s).' Unlike the Space Coast and VyStar versions of the same TruStage form, this one does not designate joint accounts as joint tenancies at all. The string 'entiret' appears nowhere in the document)

FAIRWINDS Credit Union

FAIRWINDS Credit Union, Member Handbook containing the Membership and Account Agreement, effective June 23, 2025, doc 22-FCU-0274, fairwinds.org (verbatim: 'JOINT ACCOUNTS - A joint account is an account owned by two or more persons. a. Rights of Survivorship. Unless otherwise stated on the Application for Membership, a joint account includes rights of survivorship. We are not bound by any attempt by you to change the account ownership to anything other than a joint tenancy with right of survivorship, including "tenants by the entirety" or "tenants in common." This means when one account owner dies, all sums in the account will pass to the surviving account owner(s).' The refusal is aimed at an attempt to change the ownership, which is narrower than the flat PNC and Truist disclaimers, and it names the ownership form)

Navy Federal Credit Union

Navy Federal Credit Union, Add Joint Owner form, NFCU 97AJO (5-26), (c)2026, 2 pp., navyfederal.org/content/dam/nfculibs/pdfs/membership/97AJO-Final-2025.pdf, linked from navyfederal.org/forms.html as 'Add Joint Owner', md5 6ef9c848db47c9a93d7b10d26daed0d8, retrieved 2026-08-29 (the form's ownership checkboxes, in full and verbatim: 'Joint Account-With Survivorship (On the death of an account owner, the deceased's shares pass to the surviving owner.)' and 'Joint Account-No Survivorship (On the death of an account owner, the deceased's shares pass to the estate.)'. Two boxes; the form offers no third. It also states its default and its reach, verbatim: 'The survivorship designation on your membership/savings account applies to all other joint accounts with the same joint owner, unless specifically designated otherwise for a particular account in writing. If a survivorship option has not been indicated here, your accounts will be designated as Joint With Survivorship.' This is the operative card behind the Important Disclosures booklet cited next, and it carries a default rule the booklet does not., md5 a736ab34a8c794719c2cc2f028a60509)

Navy Federal Credit Union, Important Disclosures, NFCU 606 (6-26), (c)2026, navyfederal.org/content/dam/nfculibs/pdfs/membership/nfcu_606.pdf (two joint designations, each verbatim: 'If "Joint Account-With Survivorship" is designated, on the death of an owner of the account, the deceased owner's shares in the account pass to the surviving owner of the account.' And: 'If "Joint Account-No Survivorship" is designated, on the death of an owner of the account, the deceased owner's shares in the account pass as a part of the deceased owner's estate.' The string 'entiret' appears nowhere in the document)

PenFed Credit Union

PenFed Credit Union, Checking Account Application and Signature Card, Form 151 (03/24), penfed.org/content/dam/penfed/general/pdf/Forms/general/151.pdf (the card's ownership block, verbatim and complete: 'Ownership Designation (if no selection is made, your account will be individual) - Individual ... Joint with Survivorship ... Joint without Survivorship ...'. Because entireties ownership is not among the options, the menu-selection form of express disclaimer Beal Bank describes cannot arise on this card)

PenFed Credit Union, Membership Disclosures, Form 794 (04/2019), penfed.org/content/dam/penfed/general/pdf/Forms/general/Form-794-en.pdf (the string 'entiret' appears in neither this document nor the signature card)

USAA Federal Savings Bank

USAA Federal Savings Bank, Depository Agreement & Disclosures, effective October 10, 2025, doc 93111-1025, static.usaa.com/content/dam/digital/documents/pdf/bank/bk-depository-agreement-and-disclosures-current.pdf (verbatim: 'If two or more persons are named as owners of the account, they will own the account as joint tenants with rights of survivorship. We may limit the number of persons named as owners on a joint account.' The string 'entiret' appears nowhere in the document)

The authorities the chart's rule statements rest on

Fla. Stat. s. 655.79(1), second sentence, added by ch. 2008-75, s. 8, Laws of Florida, verbatim: 'Any deposit or account made in the name of two persons who are husband and wife shall be considered a tenancy by the entirety unless otherwise specified in writing.' The section's History is 's. 48, ch. 92-303; s. 8, ch. 2008-75', and the Fourth District records at Storey Mountain, LLC v. George, 357 So. 3d 709 (Fla. 4th DCA 2023), slip op. at 6 n.2, that 'The statute has not been revised or amended since the 2008 amendment.' The presumption is an opt-out default: entireties treatment attaches unless a writing says otherwise

Fla. Stat. s. 655.005(1)(i), (1)(k) (the financial institutions codes define the institutions chapter 655 governs as state or federal savings or thrift associations, banks, savings banks, trust companies, credit unions and their relatives, so s. 655.79 reaches a credit union account by operation of the statute; a broker-dealer is not on the list, and the enumerated codes, chs. 655, 657, 658, 660, 662, 663, 665 and 667, include no securities chapter)

Sitomer v. Orlan, 660 So. 2d 1111, 1113 n.2 (Fla. 4th DCA 1995) (the institutional-coverage authority for putting credit unions on a bank chart, verbatim: 'However, for bank and credit union accounts, section 655.79, Florida Statutes (1993), creates the presumption that two persons intended to create a survivorship account when they opened an account, unless the signature card expressly provides otherwise.' CAUTION carried from the record: the footnote is quoted for the survivorship presumption in the 1993 statute, and the entireties sentence was added in 2008, so it is cited for the institutional COVERAGE point and not for the entireties presumption itself. The practical confirmation is that Florida bankruptcy courts have applied the entireties presumption to credit union share and money market accounts without pausing over the point, in In re Roark and In re Ingole below)

Beal Bank, SSB v. Almand & Associates, 780 So. 2d 45, 52, 58, 60, 61, 62 & n.24 (Fla. 2001) (Pariente, J.) (the six unities, at 52; the presumption for a spousal joint account established in accordance with the unities where the signature card does not expressly disclaim the estate, at 58; the two forms of express disclaimer, at 60, the second being a signature card that affirmatively offers entireties ownership among other options where the depositors expressly select another, adopted from Hurlbert v. Shackleton, 560 So. 2d 1276, 1279 (Fla. 1st DCA 1990); the disclaimer had to appear on the signature card, and a third bank's welcome-brochure disclaimer was not binding, at 61; at 62 and n.24 the Court could not 'mandate that financial institutions provide affirmative choices to select each form of ownership on the signature cards' but 'strongly encourage[d] this practice' and 'urge[d] the Legislature to enact such a requirement'. The presumption runs against a third-party creditor other than the financial institution holding the deposits)

Beal Bank's certified question III, restated verbatim by the Florida Supreme Court in Loumpos v. Bank One, 423 So. 3d 856 (Fla. 2025), slip op. at 5: 'In an action by the creditor of one spouse seeking to garnish a bank account jointly titled in the name of both spouses, if the unities required to establish ownership as a tenancy by the entireties exist, but the signature card expressly disclaims the tenancy by the entireties form of ownership, may the debtor resort to extrinsic evidence to prove that a tenancy by the entireties was intended if the debtor establishes that the financial institution did not offer a tenancy by the entireties form of account ownership?' The same passage records that Beal Bank answered questions one and three in the affirmative and question two in the negative

Loumpos v. Bank One, 423 So. 3d 856 (Fla. 2025) (Canady, J.), No. SC2024-1256, decided December 11, 2025, parallel 2025 WL 3546237, unanimous, 24 pp. (holding, verbatim: 'We hold that section 655.79, Florida Statutes, authorizes a joint spousal bank account to be held as a tenancy by the entireties even if the account was originally established by one spouse.' The rule comes from the 2008 amendment, which 'specifically established a presumption in favor of a tenancy by the entireties that is not defeated by an absence of the unities of time and title', and not from Beal Bank, which remains the rule for accounts opened by both spouses. Footnote 2, verbatim: 'Section 655.79 has not been amended since 2008.' The decision quashes Loumpos v. Bank One, 392 So. 3d 841 (Fla. 2d DCA 2024) and approves Versace v. Uruven, LLC, 348 So. 3d 610 (Fla. 4th DCA 2022) to the extent consistent, and it contains no discussion of brokerage accounts or securities. At slip op. 10 it records signature cards reading 'Ten by Enty' with a 'Joint Tenants by Entirety' box checked, the depository institution never being named)

In re White, 2026 WL 296894 (Bankr. M.D. Fla. Feb. 4, 2026) (Tampa Division) (applied the s. 655.79(1) presumption and overruled a creditor's objection to a $70,000 exemption claim in a joint checking account, pinciting Loumpos v. Bank One, 423 So. 3d 856, 858 (Fla. 2025))

Storey Mountain, LLC v. Del Amo (In re Del Amo), 158 F.4th 1335 (11th Cir. 2025) (Hull, J.; Jill Pryor and Luck, JJ.), decided November 10, 2025, parallel 2025 WL 3140366, for publication (held that the 2008 amendment to s. 655.79(1) is 'consistent with and does not abrogate Beal Bank's common law rule,' which 'remains in full force', and that the amendment changed only where an express disclaimer may appear. Verbatim: 'In sum, section 655.79(1) requires an explicit statement in writing that the married couple expressly disclaims that the joint property is held as a tenancy by the entirety. It is not enough to say the account is something else.' TD Bank signature-card language reading that joint accounts are owned as joint tenants with right of survivorship was insufficient, and the Del Amos' account was exempt under 11 U.S.C. s. 522(b)(3)(B))

Storey Mountain, LLC v. George, 357 So. 3d 709 (Fla. 4th DCA 2023) (Artau, J.; Ciklin and Levine, JJ., concurring), No. 4D22-1408, decided February 15, 2023 (the PNC signature card 'did not contain any language designating what type of account was opened' but 'included language indicating that, by signing the document, they agreed to be bound by the terms of the bank's standard checking account agreement'; page nine of that agreement carried the disclaimer under the heading 'FOR ACCOUNTS IN FLORIDA:'. Held: a s. 655.79(1) disclaimer 'may appear in any writing, including any written integrated document incorporated by reference into a signature card as occurred in this case'; the order dissolving the writ was reversed. The incorporation element is load-bearing and is what distinguishes the case from Beal Bank's welcome brochure. Storey Mountain, LLC is the same creditor that lost in the Eleventh Circuit in In re Del Amo; they are two cases sharing a lead party, not one case)

Versace v. Uruven, LLC, 348 So. 3d 610, 613 n.2 (Fla. 4th DCA 2022) (footnote 2, on the Merrill Lynch account in Beal Bank: it 'was most likely a stock account, not a bank account, and Beal Bank only addressed bank accounts.' Versace is the decision the Florida Supreme Court approved in Loumpos to the extent consistent)

Connell v. Connell, 93 So. 3d 1140, 1142, 1144 (Fla. 2d DCA 2012) (Silberman, C.J.) (verbatim, at 1142: 'the decedent and Fana (referred to collectively as the Connells) established a joint checking account at Bank of America. The deposit agreement provided a choice to create a joint tenancy with the right of survivorship or a tenancy by the entireties. The Connells chose to create a joint tenancy with the right of survivorship.' At 1144: 'It is undisputed that the joint checking account was a joint tenancy with a right of survivorship, not a tenancy by the entireties.' The Connells married on February 7, 2009 and the decedent died on March 22, 2010, so the agreement the court describes is the one in force circa 2009 and 2010. The opinion paraphrases the election rather than reproducing the clause)

Branch Banking & Trust Co. v. ARK Development/Oceanview, LLC, 150 So. 3d 817, 819-22 (Fla. 4th DCA Oct. 8, 2014) (Warner, J.; Stevenson and Gerber, JJ., concur), CourtListener cluster 5003743, read in full (the second reported corroboration for Bank of America, and the only Florida decision located in which a national major's own signature card AND deposit agreement were both read and quoted by a court. BB&T held an August 2011 money judgment against Joseph Kodsi and served four writs of garnishment on Bank of America, which set aside the funds in one account solely because the debtor husband's name appeared in its title as attorney-in-fact and in-trust-for beneficiary. What the bank's documents showed, per the court, verbatim: 'The signature card Amy signed when she added the POA and ITF designations indicated the account was still an individual account, as opposed to a joint account with survivorship or a tenancy by the entireties.' The Bank of America deposit agreement and disclosures then effective provided, verbatim: 'If more than one person's name appears in the title of an account without a fiduciary, beneficiary or other designation, then the account is a joint account.' Summary judgment for Amy was affirmed and the writ dissolved. The August 2011 judgment dates the card after the 2009-2010 agreement Connell describes; the card's own execution date is not in the record)

Wexler v. Rich, 80 So. 3d 1097, 1100-01 and n.1 (Fla. 4th DCA 2012), CourtListener cluster 5055709, read in full (a bank owes the depositor no explanation. The court held that Beal Bank 'does not require a bank to explain the legal ramifications of the various account options,' and stated the duty in reader-facing terms, verbatim: 'The bank's obligation is to clearly provide customers with the option of a tenancy by the entireties account, not to assist them in making a considered choice.' It added, verbatim: 'Only a handful of attorneys in Florida are able to describe the differences between a tenancy by the entireties bank account and a joint account with right of survivorship.' Separate dictum, useful for the s. 655.79(1) section: had the 2008 amendment applied, the signed account agreements offering entireties and designating the accounts as 'Multiple-Party Account[s] with Right of Survivorship' WOULD satisfy the statutory requirement that an alternative form of ownership be 'specified in writing'; the court expressly declined to reach retroactivity, which was not briefed. The institution whose 2008 card the court described is not on this chart and is deliberately not named, here or on the page)

Gibson v. Wells Fargo Bank, N.A., as successor by merger to Wachovia Bank, 255 So. 3d 944, 946-52 and n.1 (Fla. 2d DCA July 13, 2018) (LaRose, C.J.; Silberman and Salario, JJ., concur), CourtListener cluster 4516728, read in full (Wells Fargo appears here as the losing CREDITOR, never as an account-holding institution. It held a stipulated judgment over one million dollars against Mr. Gibson alone and moved under s. 56.29 in proceedings supplementary to garnish the couple's joint account, which the parties agreed was entireties property; the trial court entered judgment for $1,310,491.78. REVERSED. Footnote 1 applies the s. 655.79(1) test in one line, verbatim, after quoting the statute: 'Our record is devoid of a writing specifying otherwise.' And, verbatim: 'Wells Fargo is not the IRS and lacks the IRS's special authority under the Internal Revenue Code,' following In re Sinnreich, 391 F.3d 1295 (11th Cir. 2004))

In re Kenneth D. Roark, No. 3:21-bk-91-JAF (Bankr. M.D. Fla. July 19, 2021) (Funk, J.), Findings of Fact and Conclusions of Law, Doc. 52; CourtListener cluster 9989737, opinion 10456345; RECAP gov.uscourts.flmb.1321917.52.0.pdf sha1 89335361ee2c3155f158df4db71ca47463f03287 (the VyStar Credit Union account card signed July 25, 2020 and received as Ex. 7, verbatim: 'The account card for the membership application requires an applicant to check a box indicating whether the account will be a savings or checking account but does not include boxes specifying a particular type of ownership, such as tenancy by the entirety, joint tenancy with right of survivorship, or tenancy in common.' Because 'the signature card did not provide the Roarks with the option to select a tenancy by the entireties, among other options,' no express disclaimer arose under Beal Bank, the presumption stood, the creditor's objection was overruled and the $12,252.58 account was exempt. The opinion also quotes the 2020 Membership Agreement paragraph 3a in the terms this chart prints from the July 1, 2025 version, with 'Membership Application' where the current text reads 'Account Card.' Dated evidence of 2020 practice, not a statement about VyStar's current card)

In re Jennifer Susanne Savage Ingole, No. 2:22-bk-00395-FMD (Bankr. M.D. Fla. Mar. 31, 2023) (Delano, C.J.), Memorandum Opinion, Doc. 146; CourtListener cluster 9989825, opinion 10456433; RECAP gov.uscourts.flmb.1343008.146.0.pdf sha1 a4ab03b1ce6478cc35562cf6105848b991040b32 (the Suncoast Credit Union cards dated April 21, 2004 and October 14, 2021. The court found that although the card provides for joint ownership of the account as 'Joint (Multiple Parties with Survivorship Rights),' verbatim, 'it neither provides a tenancy by the entireties form of ownership nor expressly precludes that form of ownership.' The 2021 money-market card's Account Ownership choices as described were 'Single Party,' 'Payable on Death' and 'Joint (Multiple Parties with Survivorship Rights),' with signature lines for 'Owner' and 'Joint Owner.' Because the card neither offered nor precluded entireties, Beal Bank let the debtor 'prove by other evidence an intent'; she did, and the $26,709.66 money market account was held entireties and exempt. Her checking account failed on unrelated grounds, a 2014 Joint Ownership Release by which her husband surrendered his interest and broke the unities. Dated evidence of 2004 and 2021 practice, not a statement about Suncoast's current card)

In re Collins, 600 B.R. 108, 112-13 (Bankr. M.D. Fla. 2019) (Funk, J.), CourtListener cluster 8529649 / opinion 8502136, sha1 1ed1dea7ec0d6a40d06c5d0e126c543ccf0e09ed, read in full (a joint credit card or a joint line of credit makes the lender a creditor of both spouses, which is the one kind of creditor that can reach an entireties account - and only after it obtains a joint in personam judgment against both of them. The joint creditor there was a credit union holding an unsecured joint line of credit that was CURRENT, with no default and no judgment, and the chapter 7 trustee argued its theoretical ability to reach joint property was enough to let him administer the couple's entireties property. Held, verbatim: 'unless a joint creditor in the case has the actual ability to levy tenancy-by-the-entirety property pursuant to Florida law, such property remains exempt under section 522(b)(3)(B).' The credit union is a live Silent row on this chart and is deliberately not named on the page)

Regions Bank v. Hyman, 91 F. Supp. 3d 1234, 1249, 1255-57 (M.D. Fla. 2015) (Kovachevich, J.) (the depository was USAmeriBank and Regions was the judgment creditor. The court's findings recite, verbatim: 'The box for Multiple-Party Account was checked. The box for Multiple Party Account-Tenancy by the Entireties was not checked.' And: 'USAmeriBank did not give him a copy of the signature card. Bing Kearney further testified that if he had asked for one, USAmeriBank would have given it to him.' A bank's published deposit agreement is therefore not the same document as the signature card its branch produces. The same opinion describes the card as 'laid out in a "menu" format' offering 'single-party account, multiple-party account, multiple-party account-tenancy by the entireties ("TBE"), trust-separate agreement dated [blank], and a nonspecified option (blank line),' and the district court held it 'an unambiguous contract which contains an express disclaimer of the ownership of the 056 account as tenants by the entireties,' letting the garnishment proceed and REVERSING the magistrate judge, who had found the same form 'ambiguous and confusing as to the form of ownership.' At 1256 the court states the rule that fixes which edition of an agreement governs an account, verbatim: 'the date a bank account is opened is the operative date for establishing ownership' (quoting In re Stephenson, 2012 WL 4896725))

Kearney v. Valley National Bank, No. 8:21-cv-00064 (M.D. Fla. Jan. 3, 2022) (Mizelle, J.), CourtListener cluster 9642522 / opinion 10109135, RECAP gov.uscourts.flmd.385491 entry 89, read in full (Background at 2-5, Analysis at 6-16) - the companion record to Regions Bank v. Hyman above, and the only located decision anywhere describing a depositor suing his bank over the ownership election. In 2010 the depositor told the predecessor bank's branch employees he wanted a tenancy by the entireties account. They prepared, verbatim, 'a computer-generated signature card which included a section titled, Ownership of Account-Consumer Purpose,' with 'multiple options (with check boxes next to them) for the depositors to select the desired ownership type and sign their initials on the line beside the marked box,' and, verbatim, 'Two of the choices on the signature card were Multiple-Party Account and Multiple Party Account-Tenancy by the Entireties.' The employees marked the multiple-party box before handing him the card; he and his wife initialed beside it. A September 2012 judgment of $3,407,620.35 followed, and a writ served 2013-05-17 disclosed $700,022.29 across accounts, $625,305.39 of it in the Account. The couple then sued the bank in negligence. On the statements, the court recorded the couple's representation, verbatim as the court rendered it, 'that the account statements on the [] Account did not contain information that would have indicated to [the Kearneys] that the account was or was not held as-tenancy-by-the-entireties.' LIMITS CARRIED FROM THE RECORD: that is a party representation recorded by a court in the course of denying a motion to strike, not a judicial finding and not the bank's own words, and it may not be generalized to any other institution's statements; and the order read decides only a Rule 12(f) motion to strike affirmative defenses, so it makes no merits finding and the negligence claim's outcome is not in the free record. The page states only that the couple sued and what they told the court)

Smart v. City of Miami Beach, 51 F. Supp. 3d 1299 (S.D. Fla. 2014) (Turnoff, M.J.), CourtListener cluster 7309169, read in full (the counterweight case, and the only located Florida credit-union entireties decision the depositor LOST - lost for a reason a document-by-document chart cannot show. The garnishee credit union's amended answer stated that the frozen funds were held in a joint account. The court reached the entireties question on the merits and held against the depositor, not on any disclaimer in the institution's paperwork, of which none is quoted, but on the six unities: she had opened the account ALONE and BEFORE her marriage and added her spouse only in 2009, so, verbatim, 'the unities of time and title cannot exist.' The motions to dissolve and remove the writ were DENIED. Adding a spouse to a pre-existing individual account is the classic way to break unity of time. The credit union is not on this chart and is not named on the page. See Beal Bank, SSB v. Almand & Assocs., 780 So. 2d 45, 53 (Fla. 2001))

United States v. McArthur, 7 F. Supp. 3d 1220, 1222, 1225-26 (S.D. Ala. 2014) (Steele, J.), CourtListener cluster 7305425, read in full (an Alabama federal court applied FLORIDA law to a credit union account opened at a Florida branch by a Florida-domiciled married couple. Applying s. 655.79(1) the court found, verbatim, that '[n]othing in the Account documents of record demonstrates that McArthur and his wife ever specified in writing that the Account was not to be considered a tenancy by the entirety,' and held the account WAS entireties property - then allowed it to be garnished anyway. A federal criminal restitution lien under 18 U.S.C. s. 3613(c) is collected in the same manner as a federal tax lien, and the court held, verbatim, that 'the Government is entitled to garnish McArthur's property interest in the Account, even though Florida law would deem it a tenancy in the entirety,' ordering one-half of the account turned over. TWO LIMITS TRAVEL WITH IT: this is DATED evidence about the account documents that happened to be in that record, not a claim about any institution's current forms, and what the opinion quotes at 1222 is a garnishment pleading, not an account agreement. The institution is a live Silent row on this chart and is deliberately not named on the page)

United States v. Craft, 535 U.S. 274 (2002) (a federal tax lien reaches one spouse's interest in property held as a tenancy by the entirety notwithstanding state law. This is the rule McArthur reached through 18 U.S.C. s. 3613(c), and it is the limit the page states once: entireties defeats a private judgment creditor of one spouse, and it does not defeat the United States)

Navy Federal Credit Union v. Veros Credit, LLC, No. 4D2023-2902 (Fla. 4th DCA Nov. 6, 2024) (Artau, J.) (garnishment is a quasi in rem proceeding, Florida courts have no in rem jurisdiction over property located outside the state, and where the garnishee's answer asserts the accounts are outside Florida and the plaintiff's s. 77.061 reply disputes it, s. 77.083 requires a trial or a proper evidentiary hearing before judgment in garnishment may be entered, citing SunTrust Bank v. Arrow Energy, Inc., 199 So. 3d 1026, 1028 (Fla. 4th DCA 2016), Ruth v. Department of Legal Affairs, 684 So. 2d 181, 185 (Fla. 1996), and Sargeant v. Al-Saleh, 137 So. 3d 432, 434 (Fla. 4th DCA 2014))

The full chart and its analysis are on alperlaw.com.