

By Senator Campbell

33-362A-01

1 A bill to be entitled
2 An act relating to motor vehicle insurance;
3 amending s. 324.021, F.S.; modifying the
4 definition of the term "motor vehicle";
5 modifying limits required for proof of
6 financial responsibility for bodily injury;
7 creating s. 324.023, F.S.; prescribing methods
8 of providing financial responsibility for
9 bodily injury or death; amending s. 324.221,
10 F.S.; providing a criminal penalty for making
11 false claims against an insurance policy issued
12 under ch. 324, F.S.; amending s. 627.730, F.S.;
13 changing the name of the Florida Motor Vehicle
14 No-Fault Law to the Florida Motor Vehicle
15 Personal Responsibility Act; amending s.
16 627.731, F.S.; providing the purpose of such
17 act; amending 627.733, F.S.; providing an
18 additional way to secure insurance coverage;
19 amending s. 627.736, F.S.; requiring certain
20 insurance policies to provide bodily injury
21 liability protection; providing for a lien;
22 requiring insurers to pay bodily injury
23 liability protection benefits for specified
24 injuries; amending s. 627.739, F.S.; modifying
25 certain deductibles and limitations on personal
26 injury protection coverage; amending s.
27 627.7401, F.S.; conforming references;
28 repealing s. 627.737, F.S., relating to a tort
29 exemption, limitation on right to damages, and
30 punitive damages; providing an effective date.
31

1 Be It Enacted by the Legislature of the State of Florida:

2
3 Section 1. Subsections (1) and (7) of section 324.021,
4 Florida Statutes, are amended to read:

5 324.021 Definitions; minimum insurance required.--The
6 following words and phrases when used in this chapter shall,
7 for the purpose of this chapter, have the meanings
8 respectively ascribed to them in this section, except in those
9 instances where the context clearly indicates a different
10 meaning:

11 (1) MOTOR VEHICLE.--Every self-propelled vehicle which
12 is designed and required to be licensed for use upon a
13 highway, including trailers and semitrailers designed for use
14 with such vehicles, except traction engines, road rollers,
15 farm tractors, power shovels, and well drillers, and every
16 vehicle which is propelled by electric power obtained from
17 overhead wires but not operated upon rails, but not including
18 any bicycle or moped. ~~However, the term "motor vehicle" shall~~
19 ~~not include any motor vehicle as defined in s. 627.732(1) when~~
20 ~~the owner of such vehicle has complied with the requirements~~
21 ~~of ss. 627.730-627.7405, inclusive, unless the provisions of~~
22 ~~s. 324.051 apply; and, in such case, the applicable proof of~~
23 ~~insurance provisions of s. 320.02 apply.~~

24 (7) PROOF OF FINANCIAL RESPONSIBILITY.--That proof of
25 ability to respond in damages for liability on account of
26 crashes arising out of the use of a motor vehicle:

27 (a) In the amount of \$25,000~~\$10,000~~ because of bodily
28 injury to, or death of, one person in any one crash;

29 (b) Subject to such limits for one person, in the
30 amount of \$50,000~~\$20,000~~ because of bodily injury to, or
31 death of, two or more persons in any one crash;

1 (c) In the amount of \$10,000 because of injury to, or
2 destruction of, property of others in any one crash; and

3 (d) With respect to commercial motor vehicles and
4 nonpublic sector buses, in the amounts specified in ss.
5 627.7415 and 627.742, respectively.

6 Section 2. Section 324.023, Florida Statutes, is
7 created to read:

8 324.023 Financial responsibility for bodily injury or
9 death.--The owner of a motor vehicle that is required to be
10 registered in this state or located within this state shall,
11 by one of the methods prescribed in s. 324.031, establish and
12 maintain the ability to respond in damages for liability
13 resulting from accidents arising out of the use of the motor
14 vehicle in the amounts prescribed in s. 324.021(7)(a) and (b).

15 Section 3. Subsection (4) is added to section 324.221,
16 Florida Statutes, to read:

17 324.221 Penalties.--
18 (4) Any person who commits fraud in connection with
19 any claim against an insurance policy issued pursuant to this
20 chapter shall receive a minimum mandatory sentence of 1 year
21 imprisonment.

22 Section 4. Section 627.730, Florida Statutes, is
23 amended to read:

24 627.730 Florida Motor Vehicle No-Fault Law.--Sections
25 627.730-627.7405 may be cited and known as the "Florida Motor
26 Vehicle Personal Responsibility Act ~~No-Fault Law.~~"

27 Section 5. Section 627.731, Florida Statutes, is
28 amended to read:

29 627.731 Purpose.--The purpose of ss. 627.730-627.7405
30 is to provide for medical, surgical, funeral, and disability
31 insurance benefits ~~without regard to fault~~, and to require

1 motor vehicle insurance securing such benefits, for motor
2 vehicles required to be registered in this state and, with
3 respect to motor vehicle accidents, a limitation on the right
4 to claim damages for pain, suffering, mental anguish, and
5 inconvenience.

6 Section 6. Subsections (4) and (7) of section 627.733,
7 Florida Statutes, are amended to read:

8 627.733 Required security.--

9 (4) An owner of a motor vehicle with respect to which
10 security is required by this section who fails to have such
11 security in effect at the time of an accident ~~shall have no~~
12 ~~immunity from tort liability, but~~ shall be personally liable
13 for the payment of benefits under s. 627.736. With respect to
14 such benefits, such an owner shall have all of the rights and
15 obligations of an insurer under ss. 627.730-627.7405.

16 (7) Any operator or owner whose driver's license or
17 registration has been suspended pursuant to this section or s.
18 316.646 may effect its reinstatement upon compliance with the
19 requirements of this section and upon payment to the
20 Department of Highway Safety and Motor Vehicles of a
21 nonrefundable reinstatement fee of \$150 for the first
22 reinstatement. Such reinstatement fee shall be \$250 for the
23 second reinstatement and \$500 for each subsequent
24 reinstatement during the 3 years following the first
25 reinstatement. Any person reinstating her or his insurance
26 under this subsection must also secure noncancelable coverage
27 as described in s. 324.021(8) or s. 627.7275(2) and present to
28 the appropriate person proof that the coverage is in force on
29 a form promulgated by the Department of Highway Safety and
30 Motor Vehicles, such proof to be maintained for 2 years. If
31 the person does not have a second reinstatement within 3 years

1 after her or his initial reinstatement, the reinstatement fee
2 shall be \$150 for the first reinstatement after that 3-year
3 period. In the event that a person's license and registration
4 are suspended pursuant to this section or s. 316.646, only one
5 reinstatement fee shall be paid to reinstate the license and
6 the registration. All fees shall be collected by the
7 Department of Highway Safety and Motor Vehicles at the time of
8 reinstatement. The Department of Highway Safety and Motor
9 Vehicles shall issue proper receipts for such fees and shall
10 promptly deposit those fees in the Highway Safety Operating
11 Trust Fund. One-third of the fee collected under this
12 subsection shall be distributed from the Highway Safety
13 Operating Trust Fund to the local government entity or state
14 agency which employed the law enforcement officer or the
15 recovery agent who seizes a license plate pursuant to s.
16 324.201 or to s. 324.202. Such funds may be used by the local
17 government entity or state agency for any authorized purpose.

18 Section 7. Section 627.736, Florida Statutes, is
19 amended to read:

20 627.736 Required personal injury protection benefits;
21 exclusions; priority; claims.--

22 (1) REQUIRED BENEFITS.--Every insurance policy
23 complying with the security requirements of s. 627.733 shall
24 provide bodily ~~personal~~ injury liability protection to the
25 named insured, relatives residing in the same household, and
26 persons operating the insured motor vehicle(and may provide
27 personal injury protection benefits to them), passengers in
28 such motor vehicle, and other persons struck by such motor
29 vehicle and suffering bodily injury while not an occupant of a
30 self-propelled vehicle, subject to the provisions of
31 subsection (2) and paragraph (4)(d), to a limit of \$10,000 for

1 loss sustained by any such person as a result of bodily
2 injury, sickness, disease, or death arising out of the
3 ownership, maintenance, or use of a motor vehicle as follows:
4 (a) Medical benefits.--Eighty percent of all
5 reasonable expenses for necessary medical, surgical, X-ray,
6 dental, and rehabilitative services, including prosthetic
7 devices, and necessary ambulance, hospital, and nursing
8 services. Such benefits shall also include necessary remedial
9 treatment and services recognized and permitted under the laws
10 of the state for an injured person who relies upon spiritual
11 means through prayer alone for healing, in accordance with his
12 or her religious beliefs.
13 (b) Disability benefits.--Sixty percent of any loss of
14 gross income and loss of earning capacity per individual from
15 inability to work proximately caused by the injury sustained
16 by the injured person, plus all expenses reasonably incurred
17 in obtaining from others ordinary and necessary services in
18 lieu of those that, but for the injury, the injured person
19 would have performed without income for the benefit of his or
20 her household. All disability benefits payable under this
21 provision shall be paid not less than every 2 weeks.
22 (c) Death benefits.--Death benefits of \$5,000 per
23 individual. The insurer may pay such benefits to the executor
24 or administrator of the deceased, to any of the deceased's
25 relatives by blood or legal adoption or connection by
26 marriage, or to any person appearing to the insurer to be
27 equitably entitled thereto.
28
29 Only insurers writing motor vehicle liability insurance in
30 this state may provide the required benefits of this section,
31 and no such insurer shall require the purchase of any other

1 motor vehicle coverage other than the purchase of property
2 damage liability coverage as required by s. 627.7275 as a
3 condition for providing such required benefits. Insurers may
4 not require that property damage liability insurance in an
5 amount greater than \$10,000 be purchased in conjunction with
6 bodily ~~personal~~ injury liability protection. Such insurers
7 shall make benefits and required property damage liability
8 insurance coverage available through normal marketing
9 channels. Any insurer writing motor vehicle liability
10 insurance in this state who fails to comply with such
11 availability requirement as a general business practice shall
12 be deemed to have violated part X of chapter 626, and such
13 violation shall constitute an unfair method of competition or
14 an unfair or deceptive act or practice involving the business
15 of insurance; and any such insurer committing such violation
16 shall be subject to the penalties afforded in such part, as
17 well as those which may be afforded elsewhere in the insurance
18 code.

19 (2) AUTHORIZED EXCLUSIONS.--Any insurer may exclude
20 benefits:

21 (a) Under a personal injury protection policy, for
22 injury sustained by the named insured and relatives residing
23 in the same household while occupying another motor vehicle
24 owned by the named insured and not insured under the policy or
25 for injury sustained by any person operating the insured motor
26 vehicle without the express or implied consent of the insured,
27 or under a bodily injury liability policy, for bodily injury
28 caused by the named insured and relatives residing in the same
29 household under any of these circumstances.

30 (b) Under either a personal injury protection or
31 bodily injury liability policy, to any injured person, if such

1 person's conduct contributed to his or her injury under any of
2 the following circumstances:

- 3 1. Causing injury to himself or herself intentionally;
4 or
5 2. Being injured while committing a felony.
6

7 Whenever an insured is charged with conduct as set forth in
8 subparagraph 2., the 30-day payment provision of paragraph
9 (4)(b) shall be held in abeyance, and the insurer shall
10 withhold payment of any personal injury protection benefits
11 pending the outcome of the case at the trial level. If the
12 charge is nolle prossed or dismissed or the insured is
13 acquitted, the 30-day payment provision shall run from the
14 date the insurer is notified of such action.

15 (3) INSURED'S RIGHTS TO RECOVERY OF SPECIAL DAMAGES IN
16 TORT CLAIMS.--No insurer shall have a lien on any recovery in
17 tort by judgment, settlement, or otherwise for personal injury
18 protection benefits, whether suit has been filed or settlement
19 has been reached without suit, but may have a lien on any
20 recovery for bodily injury liability benefits or medical
21 payments insurance. ~~An injured party who is entitled to bring~~
22 ~~suit under the provisions of ss. 627.730-627.7405, or his or~~
23 ~~her legal representative, shall have no right to recover any~~
24 ~~damages for which personal injury protection benefits are paid~~
25 ~~or payable. The plaintiff may prove all of his or her special~~
26 ~~damages notwithstanding this limitation, but if special~~
27 ~~damages are introduced in evidence, the trier of facts,~~
28 ~~whether judge or jury, shall not award damages for personal~~
29 ~~injury protection benefits paid or payable. In all cases in~~
30 ~~which a jury is required to fix damages, the court shall~~
31 ~~instruct the jury that the plaintiff shall not recover such~~

1 ~~special damages for personal injury protection benefits paid~~
2 ~~or payable.~~

3 (4) BENEFITS; WHEN DUE.--Benefits due from an insurer
4 under ss. 627.730-627.7405 shall be primary, except that
5 benefits received under any workers' compensation law shall be
6 credited against the benefits provided by subsection (1) and
7 shall be due and payable as loss accrues, upon receipt of
8 reasonable proof of such loss and the amount of expenses and
9 loss incurred which are covered by the policy issued under ss.
10 627.730-627.7405. When the Agency for Health Care
11 Administration provides, pays, or becomes liable for medical
12 assistance under the Medicaid program related to injury,
13 sickness, disease, or death arising out of the ownership,
14 maintenance, or use of a motor vehicle, benefits under ss.
15 627.730-627.7405 shall be subject to the provisions of the
16 Medicaid program.

17 (a) An insurer may require written notice to be given
18 as soon as practicable after an accident involving a motor
19 vehicle with respect to which the policy affords the security
20 required by ss. 627.730-627.7405.

21 (b) Personal injury protection insurance benefits paid
22 pursuant to this section shall be overdue if not paid within
23 30 days after the insurer is furnished written notice of the
24 fact of a covered loss and of the amount of same. If such
25 written notice is not furnished to the insurer as to the
26 entire claim, any partial amount supported by written notice
27 is overdue if not paid within 30 days after such written
28 notice is furnished to the insurer. Any part or all of the
29 remainder of the claim that is subsequently supported by
30 written notice is overdue if not paid within 30 days after
31 such written notice is furnished to the insurer. However, any

1 payment shall not be deemed overdue when the insurer has
2 reasonable proof to establish that the insurer is not
3 responsible for the payment, notwithstanding that written
4 notice has been furnished to the insurer. For the purpose of
5 calculating the extent to which any benefits are overdue,
6 payment shall be treated as being made on the date a draft or
7 other valid instrument which is equivalent to payment was
8 placed in the United States mail in a properly addressed,
9 postpaid envelope or, if not so posted, on the date of
10 delivery.

11 (c) All overdue payments shall bear simple interest at
12 the rate of 10 percent per year.

13 (d) The insurer of the owner of a motor vehicle shall
14 pay personal injury protection benefits for:

15 1. Accidental bodily injury sustained in this state by
16 the owner while occupying a motor vehicle, or while not an
17 occupant of a self-propelled vehicle if the injury is caused
18 by physical contact with a motor vehicle.

19 2. Accidental bodily injury sustained outside this
20 state, but within the United States of America or its
21 territories or possessions or Canada, by the owner while
22 occupying the owner's motor vehicle.

23 3. Accidental bodily injury sustained by a relative of
24 the owner residing in the same household, under the
25 circumstances described in subparagraph 1. or subparagraph 2.,
26 provided the relative at the time of the accident is domiciled
27 in the owner's household and is not himself or herself the
28 owner of a motor vehicle with respect to which security is
29 required under ss. 627.730-627.7405.

30 4. Accidental bodily injury sustained in this state by
31 any other person while occupying the owner's motor vehicle or,

1 if a resident of this state, while not an occupant of a
2 self-propelled vehicle, if the injury is caused by physical
3 contact with such motor vehicle, provided the injured person
4 is not himself or herself:

5 a. The owner of a motor vehicle with respect to which
6 security is required under ss. 627.730-627.7405; or

7 b. Entitled to personal injury benefits from the
8 insurer of the owner or owners of such a motor vehicle.

9 (c) The insurer of the owner of a motor vehicle shall
10 pay bodily injury liability protection benefits for:

11 1. Accidental bodily injury caused in this state by
12 the owner while occupying a motor vehicle, or while not an
13 occupant of a self-propelled vehicle, if the injury is caused
14 by physical contact with a motor vehicle.

15 2. Accidental bodily injury caused outside this state,
16 but within the United States or its territories or possessions
17 or Canada, by the owner while occupying the owner's vehicle.

18 3. Accidental bodily injury caused by a relative of
19 the owner residing in the same household under the
20 circumstances described in subparagraph 1. or subparagraph 2.,
21 provided that the relative is domiciled at the time of the
22 accident in the owner's household and is not the owner of a
23 motor vehicle with respect to which security is required under
24 ss. 627.730-627.7405.

25 4. Accidental bodily injury sustained in this state by
26 any other person while occupying the owner's motor vehicle.

27 (f)(e) If two or more insurers are liable to pay
28 personal injury protection benefits or bodily injury liability
29 benefits for the same injury to any one person, the maximum
30 payable shall be as specified in subsection (1), and any
31 insurer paying the benefits shall be entitled to recover from

1 each of the other insurers an equitable pro rata share of the
2 benefits paid and expenses incurred in processing the claim.

3 (g)~~(f)~~ Medical payments insurance, if available in a
4 policy of motor vehicle insurance, shall pay the portion of
5 any claim for personal injury protection medical benefits
6 which is otherwise covered but is not payable due to the
7 coinsurance provision of paragraph (1)(a), regardless of
8 whether the full amount of personal injury protection coverage
9 has been exhausted. The benefits shall not be payable for the
10 amount of any deductible which has been selected.

11 (h)~~(g)~~ It is a violation of the insurance code for an
12 insurer to fail to timely provide benefits as required by this
13 section with such frequency as to constitute a general
14 business practice.

15 (5) CHARGES FOR TREATMENT OF INJURED PERSONS.--

16 (a) Any physician, hospital, clinic, or other person
17 or institution lawfully rendering treatment to an injured
18 person for a bodily injury covered by personal injury
19 protection insurance may charge only a reasonable amount for
20 the products, services, and accommodations rendered, and the
21 insurer providing such coverage may pay for such charges
22 directly to such person or institution lawfully rendering such
23 treatment, if the insured receiving such treatment or his or
24 her guardian has countersigned the invoice, bill, or claim
25 form approved by the Department of Insurance upon which such
26 charges are to be paid for as having actually been rendered,
27 to the best knowledge of the insured or his or her guardian.
28 In no event, however, may such a charge be in excess of the
29 amount the person or institution customarily charges for like
30 products, services, or accommodations in cases involving no
31 insurance, provided that charges for cephalic thermograms and

1 peripheral thermograms shall not exceed the maximum
2 reimbursement allowance for such procedures as set forth in
3 the applicable fee schedule established pursuant to s. 440.13.
4 (b) With respect to any treatment or service, other
5 than medical services billed by a hospital for services
6 rendered at a hospital-owned facility, the statement of
7 charges must be furnished to the insurer by the provider and
8 may not include, and the insurer is not required to pay,
9 charges for treatment or services rendered more than 30 days
10 before the postmark date of the statement, except for past due
11 amounts previously billed on a timely basis under this
12 paragraph, and except that, if the provider submits to the
13 insurer a notice of initiation of treatment within 21 days
14 after its first examination or treatment of the claimant, the
15 statement may include charges for treatment or services
16 rendered up to, but not more than, 60 days before the postmark
17 date of the statement. The injured party is not liable for,
18 and the provider shall not bill the injured party for, charges
19 that are unpaid because of the provider's failure to comply
20 with this paragraph. Any agreement requiring the injured
21 person or insured to pay for such charges is unenforceable.
22 For emergency services and care as defined in s. 395.002
23 rendered in a hospital emergency department or for transport
24 and treatment rendered by an ambulance provider licensed
25 pursuant to part III of chapter 401, the provider is not
26 required to furnish the statement of charges within the time
27 periods established by this paragraph; and the insurer shall
28 not be considered to have been furnished with notice of the
29 amount of covered loss for purposes of paragraph (4)(b) until
30 it receives a statement complying with paragraph (5)(d), or
31 copy thereof, which specifically identifies the place of

1 service to be a hospital emergency department or an ambulance
2 in accordance with billing standards recognized by the Health
3 Care Finance Administration. Each notice of insured's rights
4 under s. 627.7401 must include the following statement in type
5 no smaller than 12 points:

6 BILLING REQUIREMENTS.--Florida Statutes provide
7 that with respect to any treatment or services,
8 other than certain hospital and emergency
9 services, the statement of charges furnished to
10 the insurer by the provider may not include,
11 and the insurer and the injured party are not
12 required to pay, charges for treatment or
13 services rendered more than 30 days before the
14 postmark date of the statement, except for past
15 due amounts previously billed on a timely
16 basis, and except that, if the provider submits
17 to the insurer a notice of initiation of
18 treatment within 21 days after its first
19 examination or treatment of the claimant, the
20 statement may include charges for treatment or
21 services rendered up to, but not more than, 60
22 days before the postmark date of the statement.

23 (c) Every insurer shall include a provision in its
24 policy for personal injury protection benefits for binding
25 arbitration of any claims dispute involving medical benefits
26 arising between the insurer and any person providing medical
27 services or supplies if that person has agreed to accept
28 assignment of personal injury protection benefits. The
29 provision shall specify that the provisions of chapter 682
30 relating to arbitration shall apply. The prevailing party
31 shall be entitled to attorney's fees and costs. For purposes

1 of the award of attorney's fees and costs, the prevailing
2 party shall be determined as follows:

3 1. When the amount of personal injury protection
4 benefits determined by arbitration exceeds the sum of the
5 amount offered by the insurer at arbitration plus 50 percent
6 of the difference between the amount of the claim asserted by
7 the claimant at arbitration and the amount offered by the
8 insurer at arbitration, the claimant is the prevailing party.

9 2. When the amount of personal injury protection
10 benefits determined by arbitration is less than the sum of the
11 amount offered by the insurer at arbitration plus 50 percent
12 of the difference between the amount of the claim asserted by
13 the claimant at arbitration and the amount offered by the
14 insurer at arbitration, the insurer is the prevailing party.

15 3. When neither subparagraph 1. nor subparagraph 2.
16 applies, there is no prevailing party. For purposes of this
17 paragraph, the amount of the offer or claim at arbitration is
18 the amount of the last written offer or claim made at least 30
19 days prior to the arbitration.

20 4. In the demand for arbitration, the party requesting
21 arbitration must include a statement specifically identifying
22 the issues for arbitration for each examination or treatment
23 in dispute. The other party must subsequently issue a
24 statement specifying any other examinations or treatment and
25 any other issues that it intends to raise in the arbitration.
26 The parties may amend their statements up to 30 days prior to
27 arbitration, provided that arbitration shall be limited to
28 those identified issues and neither party may add additional
29 issues during arbitration.

30 (d) All statements and bills for medical services
31 rendered by any physician, hospital, clinic, or other person

1 or institution shall be submitted to the insurer on a Health
2 Care Finance Administration 1500 form, UB 92 forms, or any
3 other standard form approved by the department for purposes of
4 this paragraph. All billings for such services shall, to the
5 extent applicable, follow the Physicians' Current Procedural
6 Terminology (CPT) in the year in which services are rendered.
7 No statement of medical services may include charges for
8 medical services of a person or entity that performed such
9 services without possessing the valid licenses required to
10 perform such services. For purposes of paragraph (4)(b), an
11 insurer shall not be considered to have been furnished with
12 notice of the amount of covered loss or medical bills due
13 unless the statements or bills comply with this paragraph.

14 (6) DISCOVERY OF FACTS ABOUT AN INJURED PERSON;
15 DISPUTES.--

16 (a) Every employer shall, if a request is made by an
17 insurer providing personal injury protection benefits under
18 ss. 627.730-627.7405 or s. 324.023 against whom a claim has
19 been made, furnish forthwith, in a form approved by the
20 department, a sworn statement of the earnings, since the time
21 of the bodily injury and for a reasonable period before the
22 injury, of the person upon whose injury the claim is based.

23 (b) Every physician, hospital, clinic, or other
24 medical institution providing, before or after bodily injury
25 upon which a claim for personal injury protection insurance
26 benefits is based, any products, services, or accommodations
27 in relation to that or any other injury, or in relation to a
28 condition claimed to be connected with that or any other
29 injury, shall, if requested to do so by the insurer against
30 whom the claim has been made, furnish forthwith a written
31 report of the history, condition, treatment, dates, and costs

1 of such treatment of the injured person, together with a sworn
2 statement that the treatment or services rendered were
3 reasonable and necessary with respect to the bodily injury
4 sustained and identifying which portion of the expenses for
5 such treatment or services was incurred as a result of such
6 bodily injury, and produce forthwith, and permit the
7 inspection and copying of, his or her or its records regarding
8 such history, condition, treatment, dates, and costs of
9 treatment. Such sworn statement shall read as follows: "Under
10 penalty of perjury, I declare that I have read the foregoing,
11 and the facts alleged are true, to the best of my knowledge
12 and belief." No cause of action for violation of the
13 physician-patient privilege or invasion of the right of
14 privacy shall be permitted against any physician, hospital,
15 clinic, or other medical institution complying with the
16 provisions of this section. The person requesting such records
17 and such sworn statement shall pay all reasonable costs
18 connected therewith. If an insurer makes a written request for
19 documentation under this paragraph within 20 days after having
20 received notice of the amount of a covered loss under
21 paragraph (4)(a), the insurer shall pay the amount or partial
22 amount of covered loss to which such documentation relates in
23 accordance with paragraph (4)(b) or within 10 days after the
24 insurer's receipt of the requested documentation, whichever
25 occurs later. For purposes of this paragraph, the term
26 "receipt" includes, but is not limited to, inspection and
27 copying pursuant to this paragraph.

28 (c) In the event of any dispute regarding an insurer's
29 right to discovery of facts about an injured person's earnings
30 or about his or her history, condition, or treatment, or the
31 dates and costs of such treatment, the insurer may petition a

1 court of competent jurisdiction to enter an order permitting
2 such discovery. The order may be made only on motion for good
3 cause shown and upon notice to all persons having an interest,
4 and it shall specify the time, place, manner, conditions, and
5 scope of the discovery. Such court may, in order to protect
6 against annoyance, embarrassment, or oppression, as justice
7 requires, enter an order refusing discovery or specifying
8 conditions of discovery and may order payments of costs and
9 expenses of the proceeding, including reasonable fees for the
10 appearance of attorneys at the proceedings, as justice
11 requires.

12 (d) The injured person shall be furnished, upon
13 request, a copy of all information obtained by the insurer
14 under the provisions of this section, and shall pay a
15 reasonable charge, if required by the insurer.

16 (e) Notice to an insurer of the existence of a claim
17 shall not be unreasonably withheld by an insured.

18 (7) MENTAL AND PHYSICAL EXAMINATION OF INJURED PERSON;
19 REPORTS.--

20 (a) Whenever the mental or physical condition of an
21 injured person covered by personal injury protection is
22 material to any claim that has been or may be made for past or
23 future personal injury protection insurance benefits, such
24 person shall, upon the request of an insurer, submit to mental
25 or physical examination by a physician or physicians. The
26 costs of any examinations requested by an insurer shall be
27 borne entirely by the insurer. Such examination shall be
28 conducted within the municipality where the insured is
29 receiving treatment, or in a location reasonably accessible to
30 the insured, which, for purposes of this paragraph, means any
31 location within the municipality in which the insured resides,

1 or any location within 10 miles by road of the insured's
2 residence, provided such location is within the county in
3 which the insured resides. If the examination is to be
4 conducted in a location reasonably accessible to the insured,
5 and if there is no qualified physician to conduct the
6 examination in a location reasonably accessible to the
7 insured, then such examination shall be conducted in an area
8 of the closest proximity to the insured's residence. Personal
9 protection insurers are authorized to include reasonable
10 provisions in personal injury protection insurance policies
11 for mental and physical examination of those claiming personal
12 injury protection insurance benefits. An insurer may not
13 withdraw payment of a treating physician without the consent
14 of the injured person covered by the personal injury
15 protection, unless the insurer first obtains a report by a
16 physician licensed under the same chapter as the treating
17 physician whose treatment authorization is sought to be
18 withdrawn, stating that treatment was not reasonable, related,
19 or necessary.

20 (b) If requested by the person examined, a party
21 causing an examination to be made shall deliver to him or her
22 a copy of every written report concerning the examination
23 rendered by an examining physician, at least one of which
24 reports must set out the examining physician's findings and
25 conclusions in detail. After such request and delivery, the
26 party causing the examination to be made is entitled, upon
27 request, to receive from the person examined every written
28 report available to him or her or his or her representative
29 concerning any examination, previously or thereafter made, of
30 the same mental or physical condition. By requesting and
31 obtaining a report of the examination so ordered, or by taking

1 the deposition of the examiner, the person examined waives any
2 privilege he or she may have, in relation to the claim for
3 benefits, regarding the testimony of every other person who
4 has examined, or may thereafter examine, him or her in respect
5 to the same mental or physical condition. If a person
6 unreasonably refuses to submit to an examination, the personal
7 injury protection carrier is no longer liable for subsequent
8 personal injury protection benefits.

9 (8) APPLICABILITY OF PROVISION REGULATING ATTORNEY'S
10 FEES.--With respect to any dispute under the provisions of ss.
11 627.730-627.7405 between the insured and the insurer, the
12 provisions of s. 627.428 shall apply.

13 (9)(a) Each insurer which has issued a policy
14 providing bodily ~~personal~~ injury liability protection benefits
15 shall report the renewal, cancellation, or nonrenewal thereof
16 to the Department of Highway Safety and Motor Vehicles within
17 45 days from the effective date of the renewal, cancellation,
18 or nonrenewal. Upon the issuance of a policy providing bodily
19 ~~personal~~ injury liability protection benefits to a named
20 insured not previously insured by the insurer thereof during
21 that calendar year, the insurer shall report the issuance of
22 the new policy to the Department of Highway Safety and Motor
23 Vehicles within 30 days. The report shall be in such form and
24 format and contain such information as may be required by the
25 Department of Highway Safety and Motor Vehicles which shall
26 include a format compatible with the data processing
27 capabilities of said department, and the Department of Highway
28 Safety and Motor Vehicles is authorized to adopt rules
29 necessary with respect thereto. Failure by an insurer to file
30 proper reports with the Department of Highway Safety and Motor
31 Vehicles as required by this subsection or rules adopted with

1 respect to the requirements of this subsection constitutes a
2 violation of the Florida Insurance Code. Reports of
3 cancellations and policy renewals and reports of the issuance
4 of new policies received by the Department of Highway Safety
5 and Motor Vehicles are confidential and exempt from the
6 provisions of s. 119.07(1). These records are to be used for
7 enforcement and regulatory purposes only, including the
8 generation by the department of data regarding compliance by
9 owners of motor vehicles with financial responsibility
10 coverage requirements. In addition, the Department of Highway
11 Safety and Motor Vehicles shall release, upon a written
12 request by a person involved in a motor vehicle accident, by
13 the person's attorney, or by a representative of the person's
14 motor vehicle insurer, the name of the insurance company and
15 the policy number for the policy covering the vehicle named by
16 the requesting party. The written request must include a copy
17 of the appropriate accident form as provided in s. 316.065, s.
18 316.066, or s. 316.068.

19 (b) Every insurer with respect to each insurance
20 policy providing bodily ~~personal~~ injury liability protection
21 benefits shall notify the named insured or in the case of a
22 commercial fleet policy, the first named insured in writing
23 that any cancellation or nonrenewal of the policy will be
24 reported by the insurer to the Department of Highway Safety
25 and Motor Vehicles. The notice shall also inform the named
26 insured that failure to maintain bodily ~~personal~~ injury
27 liability protection and property damage liability insurance
28 on a motor vehicle when required by law may result in the loss
29 of registration and driving privileges in this state, and the
30 notice shall inform the named insured of the amount of the
31 reinstatement fees required by s. 627.733(7). This notice is

1 for informational purposes only, and no civil liability shall
2 attach to an insurer due to failure to provide this notice.

3 (10) An insurer may negotiate and enter into contracts
4 with licensed health care providers for the benefits described
5 in this section, referred to in this section as "preferred
6 providers," which shall include health care providers licensed
7 under chapters 458, 459, 460, 461, and 463. The insurer may
8 provide an option to an insured to use a preferred provider at
9 the time of purchase of the policy for bodily ~~personal~~ injury
10 liability protection benefits, if the requirements of this
11 subsection are met. If the insured elects to use a provider
12 who is not a preferred provider, whether the insured purchased
13 a preferred provider policy or a nonpreferred provider policy,
14 the medical benefits provided by the insurer shall be as
15 required by this section. If the insured elects to use a
16 provider who is a preferred provider, the insurer may pay
17 medical benefits in excess of the benefits required by this
18 section and may waive or lower the amount of any deductible
19 that applies to such medical benefits. If the insurer offers
20 a preferred provider policy to a policyholder or applicant, it
21 must also offer a nonpreferred provider policy. The insurer
22 shall provide each policyholder with a current roster of
23 preferred providers in the county in which the insured resides
24 at the time of purchase of such policy, and shall make such
25 list available for public inspection during regular business
26 hours at the principal office of the insurer within the state.

27 Section 8. Subsection (1) of section 627.739, Florida
28 Statutes, is amended to read:

29 627.739 Personal injury protection; optional
30 limitations; deductibles.--

31

1 (1) The named insured may elect a deductible or
2 modified coverage or combination thereof to apply to the named
3 insured alone or to the named insured and dependent relatives
4 residing in the same household, but may not elect a deductible
5 or modified coverage to apply to any other person covered
6 under the policy. ~~Any person electing a deductible or modified~~
7 ~~coverage, or a combination thereof, or subject to such~~
8 ~~deductible or modified coverage as a result of the named~~
9 ~~insured's election, shall have no right to claim or to recover~~
10 ~~any amount so deducted from any owner, registrant, operator,~~
11 ~~or occupant of a vehicle or any person or organization legally~~
12 ~~responsible for any such person's acts or omissions who is~~
13 ~~made exempt from tort liability by ss. 627.730-627.7405.~~

14 Section 9. Subsection (1) of section 627.7401, Florida
15 Statutes, is amended to read:

16 627.7401 Notification of insured's rights.--

17 (1) The department, by rule, shall adopt a form for
18 the notification of insureds of their right to receive
19 personal injury protection benefits under the Florida Motor
20 Vehicle Personal Responsibility Act ~~No-Fault Law~~. Such notice
21 shall include a description of the benefits provided by
22 personal injury protection, including, but not limited to, the
23 specific types of services for which medical benefits are
24 paid, disability benefits, death benefits, significant
25 exclusions from and limitations on personal injury protection
26 benefits, when payments are due, how benefits are coordinated
27 with other insurance benefits that the insured may have,
28 penalties and interest that may be imposed on insurers for
29 failure to make timely payments of benefits, and rights of
30 parties regarding disputes as to benefits.

31

1 Section 10. Section 627.737, Florida Statutes, is
2 repealed.
3 Section 11. This act shall take effect July 1, 2001.
4

5 *****

6 SENATE SUMMARY

7 Changes the Florida Motor Vehicle No-Fault Law to the
8 Florida Motor Vehicle Personal Responsibility Law.
9 Repeals s. 627.737, F.S., relating to the exemption from
10 tort liability for owners, registrants, operators, or
11 occupants of a motor vehicle for whom security has been
12 provided under the act. Provides conforming changes to
13 act and to ch. 324, F.S. (See bill for details.)
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