

By Senator Posey

597-375C-08

1                                   A bill to be entitled  
2           An act relating to motor vehicle insurance;  
3           amending s. 316.646, F.S.; requiring each  
4           person operating a motor vehicle to have in his  
5           or her possession proof of property damage  
6           liability coverage; conforming a  
7           cross-reference to changes made by the act;  
8           amending s. 320.02, F.S.; clarifying the  
9           requirements concerning insurance and liability  
10          coverage for certain motor vehicles registered  
11          in this state; amending s. 321.245, F.S.,  
12          relating to the disposition of certain funds in  
13          the Highway Safety Operating Trust Fund;  
14          conforming a cross-reference; amending s.  
15          324.022, F.S.; revising provisions requiring  
16          the owner or operator of a motor vehicle to  
17          maintain property damage liability coverage;  
18          specifying the requirements that apply to such  
19          a policy; providing definitions; requiring that  
20          a nonresident owner or registrant of a motor  
21          vehicle maintain property damage liability  
22          coverage if the motor vehicle is in the state  
23          longer than a specified period; providing an  
24          exception for a member of the United States  
25          Armed Forces who is on active duty outside the  
26          United States; creating s. 324.0221, F.S.;  
27          requiring insurers to report to the Department  
28          of Highway Safety and Motor Vehicles the  
29          renewal, cancellation, or nonrenewal of a  
30          policy providing personal injury protection  
31          coverage or motor vehicle property damage

1 liability coverage; authorizing the department  
2 to adopt rules for the reports; providing that  
3 failure to report as required is a violation of  
4 the Florida Insurance Code; requiring that an  
5 insurer notify the named insured that a  
6 cancelled or nonrenewed policy will be reported  
7 to the department; requiring that the  
8 department suspend the registration and  
9 driver's license of an owner or registrant of a  
10 motor vehicle who fails to maintain the  
11 required liability coverage; providing for the  
12 reinstatement of a registration or driver's  
13 license upon payment of certain fees; requiring  
14 that a person obtain noncancelable coverage  
15 following such reinstatement; providing for the  
16 deposit and use of reinstatement fees; amending  
17 ss. 627.7275 and 627.7295, F.S., relating to  
18 motor vehicle insurance policies and contracts;  
19 conforming provisions to changes made by the  
20 act; reviving and reenacting ss. 627.730,  
21 627.731, 627.732, 627.734, 627.737, 627.739,  
22 627.7401, 627.7403, 627.7405, F.S., and  
23 reviving, reenacting, and amending ss. 627.733  
24 and 627.736, the Florida Motor Vehicle No-Fault  
25 Law, notwithstanding the repeal of such law  
26 provided in s. 19, chapter 2003-411, Laws of  
27 Florida; deleting certain provisions relating  
28 to the suspension and reinstatement of a  
29 driver's license and registration and notice to  
30 the Department of Highway Safety and Motor  
31 Vehicles; conforming provisions to changes made

1 by the act; providing legislative intent with  
2 respect to the reenactment and codification of  
3 the Florida Motor Vehicle No-Fault Law,  
4 notwithstanding its prior repeal; amending s.  
5 627.736, F.S., as reenacted and amended;  
6 revising provisions governing the medical  
7 benefits provided as required personal injury  
8 protection benefits; providing medical benefits  
9 for services and care ordered or prescribed by  
10 a physician or provided by certain persons or  
11 entities that meet certain specified  
12 requirements; requiring the Financial services  
13 Commission to adopt rules; requiring personal  
14 injury protection insurers to reserve benefits  
15 for certain providers for a specified period;  
16 tolling the time period for the insurer to pay  
17 claims from other providers; authorizing an  
18 insurer to limit reimbursement for personal  
19 injury protection benefits to a specified  
20 percentage of a schedule of maximum charges;  
21 prohibiting an insurer from billing or  
22 attempting to collect amounts in excess of such  
23 limits, except for amounts that are not covered  
24 by personal injury protection coverage;  
25 deleting provisions specifying allowable  
26 amounts for certain tests and services;  
27 extending the period during which an insurer  
28 may pay an overdue claim following receipt of a  
29 demand letter without incurring a penalty;  
30 providing for penalties to be imposed against  
31 certain insurers for failing to pay claims for

1 personal injury protection; authorizing the  
2 Department of Legal Affairs to investigate  
3 violations and initiate enforcement action;  
4 requiring that all claims related to the same  
5 health care provider for the same injured  
6 person be brought in one act unless good cause  
7 is shown; requiring that electronic notices and  
8 communications required or authorized under the  
9 Florida Motor Vehicle No-Fault Law be  
10 consistent with state and federal privacy and  
11 security laws; amending s. 627.739, F.S., as  
12 reenacted; deleting provisions authorizing an  
13 insurer to offer certain deductibles with  
14 respect to a policy of personal injury  
15 protection; providing legislative intent  
16 concerning the application of the act;  
17 requiring insurers to deliver revised notices  
18 of premium and policy changes to certain  
19 policyholders; requiring an insurer to cancel  
20 the policy and return any unearned premium if  
21 the insured fails to timely respond to the  
22 notice; providing for calculating the amount of  
23 unearned premium; requiring that insurers  
24 continue to use certain forms and rates until a  
25 specified date unless the Office of Insurance  
26 Regulation approves new forms or rates;  
27 providing that a person purchasing a motor  
28 vehicle insurance policy without personal  
29 injury protection coverage is exempt from the  
30 requirement for such coverage and is not  
31 subject to certain liability provisions for a

1 specified period; requiring that insurers  
2 provide notice of the requirement for personal  
3 injury protection coverage or add an  
4 endorsement to the policy providing such  
5 coverage; providing effective dates.  
6

7 Be It Enacted by the Legislature of the State of Florida:  
8

9 Section 1. Subsections (1) and (3) of section 316.646,  
10 Florida Statutes, are amended to read:

11 316.646 Security required; proof of security and  
12 display thereof; dismissal of cases.--

13 (1) Any person required by s. 324.022 to maintain  
14 property damage liability security, required by s. 324.023 to  
15 maintain liability security for bodily injury or death, or ~~any~~  
16 ~~person~~ required by s. 627.733 to maintain personal injury  
17 protection security on a motor vehicle shall have in his or  
18 her immediate possession at all times while operating such  
19 motor vehicle proper proof of maintenance of the required  
20 security. Such proof shall be ~~either~~ a uniform  
21 proof-of-insurance card in a form prescribed by the  
22 department, a valid insurance policy, an insurance policy  
23 binder, a certificate of insurance, or such other proof as may  
24 be prescribed by the department.

25 (3) Any person who violates this section commits a  
26 nonmoving traffic infraction subject to the penalty provided  
27 in chapter 318 and shall be required to furnish proof of  
28 security as provided in this section. If any person charged  
29 with a violation of this section fails to furnish proof, at or  
30 before the scheduled court appearance date, that security was  
31 in effect at the time of the violation, the court may

1 immediately suspend the registration and driver's license of  
2 such person. Such license and registration may ~~only~~ be  
3 reinstated only as provided in s. 324.0221 ~~s. 627.733~~.

4 Section 2. Paragraphs (a) and (d) of subsection (5) of  
5 section 320.02, Florida Statutes, are amended to read:

6 320.02 Registration required; application for  
7 registration; forms.--

8 (5)(a) Proof that personal injury protection benefits  
9 have been purchased when required under s. 627.733, that  
10 property damage liability coverage has been purchased as  
11 required under s. 324.022, that bodily injury or death  
12 coverage has been purchased if required under s. 324.023, and  
13 that combined bodily liability insurance and property damage  
14 liability insurance have been purchased when required under s.  
15 627.7415 shall be provided in the manner prescribed by law by  
16 the applicant at the time of application for registration of  
17 any motor vehicle that is subject to such requirements ~~owned~~  
18 ~~as defined in s. 627.732~~. The issuing agent shall refuse to  
19 issue registration if such proof of purchase is not provided.  
20 Insurers shall furnish uniform proof-of-purchase cards in a  
21 form prescribed by the department and shall include the name  
22 of the insured's insurance company, the coverage  
23 identification number, and the make, year, and vehicle  
24 identification number of the vehicle insured. The card shall  
25 contain a statement notifying the applicant of the penalty  
26 specified in s. 316.646(4). The card or insurance policy,  
27 insurance policy binder, or certificate of insurance or a  
28 photocopy of any of these; an affidavit containing the name of  
29 the insured's insurance company, the insured's policy number,  
30 and the make and year of the vehicle insured; or such other  
31 proof as may be prescribed by the department shall constitute

1 sufficient proof of purchase. If an affidavit is provided as  
2 proof, it shall be in substantially the following form:

3  
4 Under penalty of perjury, I ...(Name of insured)... do hereby  
5 certify that I have ...(Personal Injury Protection, Property  
6 Damage Liability, and, when required, Bodily Injury  
7 Liability)... Insurance currently in effect with ...(Name of  
8 insurance company)... under ...(policy number)... covering  
9 ...(make, year, and vehicle identification number of  
10 vehicle).... ...(Signature of Insured)...

11  
12 Such affidavit shall include the following warning:

13  
14 WARNING: GIVING FALSE INFORMATION IN ORDER TO OBTAIN A VEHICLE  
15 REGISTRATION CERTIFICATE IS A CRIMINAL OFFENSE UNDER FLORIDA  
16 LAW. ANYONE GIVING FALSE INFORMATION ON THIS AFFIDAVIT IS  
17 SUBJECT TO PROSECUTION.

18  
19 When an application is made through a licensed motor vehicle  
20 dealer as required in s. 319.23, the original or a photostatic  
21 copy of such card, insurance policy, insurance policy binder,  
22 or certificate of insurance or the original affidavit from the  
23 insured shall be forwarded by the dealer to the tax collector  
24 of the county or the Department of Highway Safety and Motor  
25 Vehicles for processing. By executing the aforesaid affidavit,  
26 no licensed motor vehicle dealer will be liable in damages for  
27 any inadequacy, insufficiency, or falsification of any  
28 statement contained therein. A card shall also indicate the  
29 existence of any bodily injury liability insurance voluntarily  
30 purchased.

31

1           (d) The verifying of proof of personal injury  
2 protection insurance, proof of property damage liability  
3 insurance, proof of combined bodily liability insurance and  
4 property damage liability insurance, or proof of financial  
5 responsibility insurance and the issuance or failure to issue  
6 the motor vehicle registration under the provisions of this  
7 chapter may not be construed in any court as a warranty of the  
8 reliability or accuracy of the evidence of such proof. Neither  
9 the department nor any tax collector is liable in damages for  
10 any inadequacy, insufficiency, falsification, or unauthorized  
11 modification of any item of the proof of personal injury  
12 protection insurance, proof of property damage liability  
13 insurance, proof of combined bodily liability insurance and  
14 property damage liability insurance, or proof of financial  
15 responsibility insurance ~~either~~ prior to, during, or  
16 subsequent to the verification of the proof. The issuance of a  
17 motor vehicle registration does not constitute prima facie  
18 evidence or a presumption of insurance coverage.

19           Section 3. Section 321.245, Florida Statutes, is  
20 amended to read:

21           321.245 Disposition of certain funds in the Highway  
22 Safety Operating Trust Fund.--The director of the Florida  
23 Highway Patrol, after receiving recommendations from the  
24 commander of the auxiliary, is authorized to purchase uniforms  
25 and equipment for auxiliary law enforcement officers as  
26 defined in s. 321.24 from funds described in s. 324.0221(3) ~~s.~~  
27 ~~627.733(7)~~. The amounts expended under this section shall not  
28 exceed \$50,000 in any one fiscal year.

29           Section 4. Section 324.022, Florida Statutes, is  
30 amended to read:

31



1           324.022 Financial responsibility for property  
2 damage.--

3           (1) Every owner or operator of a motor vehicle, ~~which~~  
4 ~~motor vehicle is subject to the requirements of ss.~~  
5 ~~627.730 627.7405 and~~ required to be registered in this state,  
6 shall, ~~by one of the methods established in s. 324.031 or by~~  
7 ~~having a policy that complies with s. 627.7275,~~ establish and  
8 maintain the ability to respond in damages for liability on  
9 account of accidents arising out of the use of the motor  
10 vehicle in the amount of \$10,000 because of damage to, or  
11 destruction of, property of others in any one crash. The  
12 requirements of this section may be met by one of the methods  
13 established in s. 324.031; by self-insuring as authorized by  
14 s. 768.28(16); or by maintaining an insurance policy providing  
15 coverage for property damage liability in the amount of at  
16 least \$10,000 because of damage to, or destruction of,  
17 property of others in any one accident arising out of the use  
18 of the motor vehicle. The requirements of this section may  
19 also be met by having a policy which provides coverage in the  
20 amount of at least \$30,000 for combined property damage  
21 liability and bodily injury liability for any one crash  
22 arising out of the use of the motor vehicle. The policy, with  
23 respect to coverage for property damage liability, must meet  
24 the applicable requirements of s. 324.151, subject to the  
25 usual policy exclusions that have been approved in policy  
26 forms by the Office of Insurance Regulation. No insurer shall  
27 have any duty to defend uncovered claims irrespective of their  
28 joinder with covered claims.

29           (2) As used in this section, the term:

30           (a) "Motor vehicle" means any self-propelled vehicle  
31 that has four or more wheels and that is of a type designed

1 and required to be licensed for use on the highways of this  
2 state, and any trailer or semitrailer designed for use with  
3 such vehicle. The term does not include:

4 1. A mobile home.

5 2. A motor vehicle that is used in mass transit and  
6 designed to transport more than five passengers, exclusive of  
7 the operator of the motor vehicle, and that is owned by a  
8 municipality, transit authority, or political subdivision of  
9 the state.

10 3. A school bus as defined in s. 1006.25.

11 4. A vehicle providing for-hire transportation that is  
12 subject to the provisions of s. 324.031. A taxicab shall  
13 maintain security as required under s. 324.032(1).

14 (b) "Owner" means the person who holds legal title to  
15 a motor vehicle or the debtor or lessee who has the right to  
16 possession of a motor vehicle that is the subject of a  
17 security agreement or lease with an option to purchase.

18 (3) Each nonresident owner or registrant of a motor  
19 vehicle that, whether operated or not, has been physically  
20 present within this state for more than 90 days during the  
21 preceding 365 days shall maintain security as required by  
22 subsection (1) which is in effect continuously throughout the  
23 period the motor vehicle remains within this state.

24 (4) The owner or registrant of a motor vehicle is  
25 exempt from the requirements of this section if she or he is a  
26 member of the United States Armed Forces and is called to or  
27 on active duty outside the United States in an emergency  
28 situation. The exemption provided by this subsection applies  
29 only as long as the member of the Armed Forces is on such  
30 active duty outside the United States and applies only while  
31 the vehicle is not operated by any person. Upon receipt of a

1 written request by the insured to whom the exemption provided  
2 in this subsection applies, the insurer shall cancel the  
3 coverages and return any unearned premium or suspend the  
4 security required by this section. Notwithstanding s.  
5 324.0221(3), the department may not suspend the registration  
6 or operator's license of any owner or registrant of a motor  
7 vehicle during the time she or he qualifies for an exemption  
8 under this subsection. Any owner or registrant of a motor  
9 vehicle who qualifies for an exemption under this subsection  
10 shall immediately notify the department prior to and at the  
11 end of the expiration of the exemption.

12 Section 5. Section 324.0221, Florida Statutes, is  
13 created to read:

14 324.0221 Reports by insurers to the department;  
15 suspension of driver's license and vehicle registrations;  
16 reinstatement.--

17 (1)(a) Each insurer that has issued a policy providing  
18 personal injury protection coverage or property damage  
19 liability coverage shall report the renewal, cancellation, or  
20 nonrenewal thereof to the department within 45 days after the  
21 effective date of each renewal, cancellation, or nonrenewal.  
22 Upon the issuance of a policy providing personal injury  
23 protection coverage or property damage liability coverage to a  
24 named insured not previously insured by the insurer during  
25 that calendar year, the insurer shall report the issuance of  
26 the new policy to the department within 30 days. The report  
27 shall be in the form and format and contain any information  
28 required by the department and must be provided in a format  
29 that is compatible with the data-processing capabilities of  
30 the department. The department may adopt rules regarding the  
31 form and documentation required. Failure by an insurer to file

1 proper reports with the department as required by this  
2 subsection or rules adopted with respect to the requirements  
3 of this subsection constitutes a violation of the Florida  
4 Insurance Code. These records shall be used by the department  
5 only for enforcement and regulatory purposes, including the  
6 generation by the department of data regarding compliance by  
7 owners of motor vehicles with the requirements for financial  
8 responsibility coverage.

9       **(b)** With respect to an insurance policy providing  
10 personal injury protection coverage or property damage  
11 liability coverage, each insurer shall notify the named  
12 insured, or the first named insured in the case of a  
13 commercial fleet policy, in writing that any cancellation or  
14 nonrenewal of the policy will be reported by the insurer to  
15 the department. The notice must also inform the named insured  
16 that failure to maintain personal injury protection coverage  
17 and property damage liability coverage on a motor vehicle when  
18 required by law may result in the loss of registration and  
19 driving privileges in this state and inform the named insured  
20 of the amount of the reinstatement fees required by this  
21 section. This notice is for informational purposes only, and  
22 an insurer is not civilly liable for failing to provide this  
23 notice.

24       **(2)** The department shall suspend, after due notice and  
25 an opportunity to be heard, the registration and driver's  
26 license of any owner or registrant of a motor vehicle with  
27 respect to which security is required under ss. 324.022 and  
28 627.733 upon:

29       **(a)** The department's records showing that the owner or  
30 registrant of such motor vehicle did not have in full force  
31

1 and effect when required security that complies with the  
2 requirements of ss. 324.022 and 627.733; or

3 (b) Notification by the insurer to the department, in  
4 a form approved by the department, of cancellation or  
5 termination of the required security.

6 (3) An operator or owner whose driver's license or  
7 registration has been suspended under this section or s.  
8 316.646 may effect its reinstatement upon compliance with the  
9 requirements of this section and upon payment to the  
10 department of a nonrefundable reinstatement fee of \$150 for  
11 the first reinstatement. The reinstatement fee is \$250 for the  
12 second reinstatement and \$500 for each subsequent  
13 reinstatement during the 3 years following the first  
14 reinstatement. A person reinstating her or his insurance under  
15 this subsection must also secure noncancelable coverage as  
16 described in ss. 324.021(8), 324.023, and 627.7275(2) and  
17 present to the appropriate person proof that the coverage is  
18 in force on a form adopted by the department, and such proof  
19 shall be maintained for 2 years. If the person does not have a  
20 second reinstatement within 3 years after her or his initial  
21 reinstatement, the reinstatement fee is \$150 for the first  
22 reinstatement after that 3-year period. If a person's license  
23 and registration are suspended under this section or s.  
24 316.646, only one reinstatement fee must be paid to reinstate  
25 the license and the registration. All fees shall be collected  
26 by the department at the time of reinstatement. The department  
27 shall issue proper receipts for such fees and shall promptly  
28 deposit those fees in the Highway Safety Operating Trust Fund.  
29 One-third of the fees collected under this subsection shall be  
30 distributed from the Highway Safety Operating Trust Fund to  
31 the local governmental entity or state agency that employed

1 the law enforcement officer seizing the license plate pursuant  
2 to s. 324.201. The funds may be used by the local governmental  
3 entity or state agency for any authorized purpose.

4 Section 6. Section 627.7275, Florida Statutes, is  
5 amended to read:

6 627.7275 Motor vehicle liability.--

7 (1) A motor vehicle insurance policy providing  
8 personal injury protection as set forth in s. 627.736 may not  
9 be delivered or issued for delivery in this state with respect  
10 to any specifically insured or identified motor vehicle  
11 registered or principally garaged in this state unless the  
12 policy also provides coverage for property damage liability as  
13 required by s. 324.022. in the amount of at least \$10,000  
14 ~~because of damage to, or destruction of, property of others in~~  
15 ~~any one accident arising out of the use of the motor vehicle~~  
16 ~~or unless the policy provides coverage in the amount of at~~  
17 ~~least \$30,000 for combined property damage liability and~~  
18 ~~bodily injury liability in any one accident arising out of the~~  
19 ~~use of the motor vehicle. The policy, as to coverage of~~  
20 ~~property damage liability, must meet the applicable~~  
21 ~~requirements of s. 324.151, subject to the usual policy~~  
22 ~~exclusions that have been approved in policy forms by the~~  
23 ~~office.~~

24 (2)(a) Insurers writing motor vehicle insurance in  
25 this state shall make available, subject to the insurers'  
26 usual underwriting restrictions:

27 1. Coverage under policies as described in subsection  
28 (1) to any applicant for private passenger motor vehicle  
29 insurance coverage who is seeking the coverage in order to  
30 reinstate the applicant's driving privileges in this state  
31 when the driving privileges were revoked or suspended pursuant

1 to s. 316.646 or s. 324.0221 ~~s. 627.733~~ due to the failure of  
2 the applicant to maintain required security.

3         2. Coverage under policies as described in subsection  
4 (1), which also provides liability coverage for bodily injury,  
5 death, and property damage arising out of the ownership,  
6 maintenance, or use of the motor vehicle in an amount not less  
7 than the limits described in s. 324.021(7) and conforms to the  
8 requirements of s. 324.151, to any applicant for private  
9 passenger motor vehicle insurance coverage who is seeking the  
10 coverage in order to reinstate the applicant's driving  
11 privileges in this state after such privileges were revoked or  
12 suspended under s. 316.193 or s. 322.26(2) for driving under  
13 the influence.

14         (b) The policies described in paragraph (a) shall be  
15 issued for a period of at least 6 months and as to the minimum  
16 coverages required under this section shall not be cancelable  
17 by the insured for any reason or by the insurer after a period  
18 not to exceed 30 days during which the insurer must complete  
19 underwriting of the policy. After the insurer has completed  
20 underwriting the policy within the 30-day period, the insurer  
21 shall notify the Department of Highway Safety and Motor  
22 Vehicles that the policy is in full force and effect and the  
23 policy shall not be cancelable for the remainder of the policy  
24 period. A premium shall be collected and coverage shall be in  
25 effect for the 30-day period during which the insurer is  
26 completing the underwriting of the policy whether or not the  
27 person's driver license, motor vehicle tag, and motor vehicle  
28 registration are in effect. Once the noncancelable provisions  
29 of the policy become effective, the coverage or risk shall not  
30 be changed during the policy period and the premium shall be  
31 nonrefundable. If, during the pendency of the 2-year proof of

1 | insurance period required under s. 324.0221 ~~s. 627.733(7)~~ or  
2 | during the 3-year proof of financial responsibility required  
3 | under s. 324.131, whichever is applicable, the insured obtains  
4 | additional coverage or coverage for an additional risk or  
5 | changes territories, the insured must obtain a new 6-month  
6 | noncancelable policy in accordance with the provisions of this  
7 | section. However, if the insured must obtain a new 6-month  
8 | policy and obtains the policy from the same insurer, the  
9 | policyholder shall receive credit on the new policy for any  
10 | premium paid on the previously issued policy.

11 |       (c) This subsection controls to the extent of any  
12 | conflict with any other section.

13 |       (d) An insurer issuing a policy subject to this  
14 | section may cancel the policy if, during the policy term, the  
15 | named insured or any other operator, who resides in the same  
16 | household or customarily operates an automobile insured under  
17 | the policy, has his or her driver's license suspended or  
18 | revoked.

19 |       (e) Nothing in this subsection requires an insurer to  
20 | offer a policy of insurance to an applicant if such offer  
21 | would be inconsistent with the insurer's underwriting  
22 | guidelines and procedures.

23 |       Section 7. Paragraph (a) of subsection (1) of section  
24 | 627.7295, Florida Statutes, is amended to read:

25 |       627.7295 Motor vehicle insurance contracts.--

26 |       (1) As used in this section, the term:

27 |       (a) "Policy" means a motor vehicle insurance policy  
28 | that provides personal injury protection coverage, ~~and~~  
29 | property damage liability coverage, or both.

30 |       Section 8. Notwithstanding the repeal of the Florida  
31 | Motor Vehicle No-Fault Law, which occurred on October 1, 2007,



1 | section 627.730, Florida Statutes, is revived and reenacted to  
2 | read:

3 |           627.730 Florida Motor Vehicle No-Fault Law.--Sections  
4 | 627.730-627.7405 may be cited and known as the "Florida Motor  
5 | Vehicle No-Fault Law."

6 |           Section 9. Notwithstanding the repeal of the Florida  
7 | Motor Vehicle No-Fault Law, which occurred on October 1, 2007,  
8 | section 627.731, Florida Statutes, is revived and reenacted to  
9 | read:

10 |           627.731 Purpose.--The purpose of ss. 627.730-627.7405  
11 | is to provide for medical, surgical, funeral, and disability  
12 | insurance benefits without regard to fault, and to require  
13 | motor vehicle insurance securing such benefits, for motor  
14 | vehicles required to be registered in this state and, with  
15 | respect to motor vehicle accidents, a limitation on the right  
16 | to claim damages for pain, suffering, mental anguish, and  
17 | inconvenience.

18 |           Section 10. Notwithstanding the repeal of the Florida  
19 | Motor Vehicle No-Fault Law, which occurred on October 1, 2007,  
20 | section 627.732, Florida Statutes, is revived and reenacted to  
21 | read:

22 |           627.732 Definitions.--As used in ss. 627.730-627.7405,  
23 | the term:

24 |           (1) "Broker" means any person not possessing a license  
25 | under chapter 395, chapter 400, chapter 429, chapter 458,  
26 | chapter 459, chapter 460, chapter 461, or chapter 641 who  
27 | charges or receives compensation for any use of medical  
28 | equipment and is not the 100-percent owner or the 100-percent  
29 | lessee of such equipment. For purposes of this section, such  
30 | owner or lessee may be an individual, a corporation, a  
31 | partnership, or any other entity and any of its

1 100-percent-owned affiliates and subsidiaries. For purposes of  
2 this subsection, the term "lessee" means a long-term lessee  
3 under a capital or operating lease, but does not include a  
4 part-time lessee. The term "broker" does not include a  
5 hospital or physician management company whose medical  
6 equipment is ancillary to the practices managed, a debt  
7 collection agency, or an entity that has contracted with the  
8 insurer to obtain a discounted rate for such services; nor  
9 does the term include a management company that has contracted  
10 to provide general management services for a licensed  
11 physician or health care facility and whose compensation is  
12 not materially affected by the usage or frequency of usage of  
13 medical equipment or an entity that is 100-percent owned by  
14 one or more hospitals or physicians. The term "broker" does  
15 not include a person or entity that certifies, upon request of  
16 an insurer, that:

17 (a) It is a clinic licensed under ss. 400.990-400.995;

18 (b) It is a 100-percent owner of medical equipment;

19 and

20 (c) The owner's only part-time lease of medical  
21 equipment for personal injury protection patients is on a  
22 temporary basis not to exceed 30 days in a 12-month period,  
23 and such lease is solely for the purposes of necessary repair  
24 or maintenance of the 100-percent-owned medical equipment or  
25 pending the arrival and installation of the newly purchased or  
26 a replacement for the 100-percent-owned medical equipment, or  
27 for patients for whom, because of physical size or  
28 claustrophobia, it is determined by the medical director or  
29 clinical director to be medically necessary that the test be  
30 performed in medical equipment that is open-style. The leased  
31 medical equipment cannot be used by patients who are not

1 patients of the registered clinic for medical treatment of  
2 services. Any person or entity making a false certification  
3 under this subsection commits insurance fraud as defined in s.  
4 817.234. However, the 30-day period provided in this paragraph  
5 may be extended for an additional 60 days as applicable to  
6 magnetic resonance imaging equipment if the owner certifies  
7 that the extension otherwise complies with this paragraph.

8 (2) "Medically necessary" refers to a medical service  
9 or supply that a prudent physician would provide for the  
10 purpose of preventing, diagnosing, or treating an illness,  
11 injury, disease, or symptom in a manner that is:

12 (a) In accordance with generally accepted standards of  
13 medical practice;

14 (b) Clinically appropriate in terms of type,  
15 frequency, extent, site, and duration; and

16 (c) Not primarily for the convenience of the patient,  
17 physician, or other health care provider.

18 (3) "Motor vehicle" means any self-propelled vehicle  
19 with four or more wheels which is of a type both designed and  
20 required to be licensed for use on the highways of this state  
21 and any trailer or semitrailer designed for use with such  
22 vehicle and includes:

23 (a) A "private passenger motor vehicle," which is any  
24 motor vehicle which is a sedan, station wagon, or jeep-type  
25 vehicle and, if not used primarily for occupational,  
26 professional, or business purposes, a motor vehicle of the  
27 pickup, panel, van, camper, or motor home type.

28 (b) A "commercial motor vehicle," which is any motor  
29 vehicle which is not a private passenger motor vehicle.

30  
31

1 The term "motor vehicle" does not include a mobile home or any  
2 motor vehicle which is used in mass transit, other than public  
3 school transportation, and designed to transport more than  
4 five passengers exclusive of the operator of the motor vehicle  
5 and which is owned by a municipality, a transit authority, or  
6 a political subdivision of the state.

7 (4) "Named insured" means a person, usually the owner  
8 of a vehicle, identified in a policy by name as the insured  
9 under the policy.

10 (5) "Owner" means a person who holds the legal title  
11 to a motor vehicle; or, in the event a motor vehicle is the  
12 subject of a security agreement or lease with an option to  
13 purchase with the debtor or lessee having the right to  
14 possession, then the debtor or lessee shall be deemed the  
15 owner for the purposes of ss. 627.730-627.7405.

16 (6) "Relative residing in the same household" means a  
17 relative of any degree by blood or by marriage who usually  
18 makes her or his home in the same family unit, whether or not  
19 temporarily living elsewhere.

20 (7) "Certify" means to swear or attest to being true  
21 or represented in writing.

22 (8) "Immediate personal supervision," as it relates to  
23 the performance of medical services by nonphysicians not in a  
24 hospital, means that an individual licensed to perform the  
25 medical service or provide the medical supplies must be  
26 present within the confines of the physical structure where  
27 the medical services are performed or where the medical  
28 supplies are provided such that the licensed individual can  
29 respond immediately to any emergencies if needed.

30 (9) "Incident," with respect to services considered as  
31 incident to a physician's professional service, for a

1 physician licensed under chapter 458, chapter 459, chapter  
2 460, or chapter 461, if not furnished in a hospital, means  
3 such services must be an integral, even if incidental, part of  
4 a covered physician's service.

5 (10) "Knowingly" means that a person, with respect to  
6 information, has actual knowledge of the information; acts in  
7 deliberate ignorance of the truth or falsity of the  
8 information; or acts in reckless disregard of the information,  
9 and proof of specific intent to defraud is not required.

10 (11) "Lawful" or "lawfully" means in substantial  
11 compliance with all relevant applicable criminal, civil, and  
12 administrative requirements of state and federal law related  
13 to the provision of medical services or treatment.

14 (12) "Hospital" means a facility that, at the time  
15 services or treatment were rendered, was licensed under  
16 chapter 395.

17 (13) "Properly completed" means providing truthful,  
18 substantially complete, and substantially accurate responses  
19 as to all material elements to each applicable request for  
20 information or statement by a means that may lawfully be  
21 provided and that complies with this section, or as agreed by  
22 the parties.

23 (14) "Upcoding" means an action that submits a billing  
24 code that would result in payment greater in amount than would  
25 be paid using a billing code that accurately describes the  
26 services performed. The term does not include an otherwise  
27 lawful bill by a magnetic resonance imaging facility, which  
28 globally combines both technical and professional components,  
29 if the amount of the global bill is not more than the  
30 components if billed separately; however, payment of such a  
31

1 bill constitutes payment in full for all components of such  
2 service.

3 (15) "Unbundling" means an action that submits a  
4 billing code that is properly billed under one billing code,  
5 but that has been separated into two or more billing codes,  
6 and would result in payment greater in amount than would be  
7 paid using one billing code.

8 Section 11. Notwithstanding the repeal of the Florida  
9 Motor Vehicle No-Fault Law, which occurred on October 1, 2007,  
10 section 627.733, Florida Statutes, is revived, reenacted, and  
11 amended to read:

12 627.733 Required security.--

13 (1)(a) Every owner or registrant of a motor vehicle,  
14 other than a motor vehicle used as a school bus as defined in  
15 s. 1006.25 or limousine, required to be registered and  
16 licensed in this state shall maintain security as required by  
17 subsection (3) in effect continuously throughout the  
18 registration or licensing period.

19 (b) Every owner or registrant of a motor vehicle used  
20 as a taxicab shall not be governed by paragraph (1)(a) but  
21 shall maintain security as required under s. 324.032(1), and  
22 s. 627.737 shall not apply to any motor vehicle used as a  
23 taxicab.

24 (2) Every nonresident owner or registrant of a motor  
25 vehicle which, whether operated or not, has been physically  
26 present within this state for more than 90 days during the  
27 preceding 365 days shall thereafter maintain security as  
28 defined by subsection (3) in effect continuously throughout  
29 the period such motor vehicle remains within this state.

30 (3) Such security shall be provided:  
31

1 (a) By an insurance policy delivered or issued for  
2 delivery in this state by an authorized or eligible motor  
3 vehicle liability insurer which provides the benefits and  
4 exemptions contained in ss. 627.730-627.7405. Any policy of  
5 insurance represented or sold as providing the security  
6 required hereunder shall be deemed to provide insurance for  
7 the payment of the required benefits; or

8 (b) By any other method authorized by s. 324.031(2),  
9 (3), or (4) and approved by the Department of Highway Safety  
10 and Motor Vehicles as affording security equivalent to that  
11 afforded by a policy of insurance or by self-insuring as  
12 authorized by s. 768.28(16). The person filing such security  
13 shall have all of the obligations and rights of an insurer  
14 under ss. 627.730-627.7405.

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

22 (5) In addition to other persons who are not required  
23 to provide required security as required under this section  
24 and s. 324.022, the owner or registrant of a motor vehicle is  
25 exempt from such requirements if she or he is a member of the  
26 United States Armed Forces and is called to or on active duty  
27 outside the United States in an emergency situation. The  
28 exemption provided by this subsection applies only as long as  
29 the member of the armed forces is on such active duty outside  
30 the United States and applies only while the vehicle covered  
31 by the security required by this section and s. 324.022 is not

1 | operated by any person. Upon receipt of a written request by  
2 | the insured to whom the exemption provided in this subsection  
3 | applies, the insurer shall cancel the coverages and return any  
4 | unearned premium or suspend the security required by this  
5 | section and s. 324.022. Notwithstanding s. 324.0221(2)  
6 | ~~subsection (6)~~, the Department of Highway Safety and Motor  
7 | Vehicles may not suspend the registration or operator's  
8 | license of any owner or registrant of a motor vehicle during  
9 | the time she or he qualifies for an exemption under this  
10 | subsection. Any owner or registrant of a motor vehicle who  
11 | qualifies for an exemption under this subsection shall  
12 | immediately notify the department prior to and at the end of  
13 | the expiration of the exemption.

14 |         ~~(6) The Department of Highway Safety and Motor~~  
15 | ~~Vehicles shall suspend, after due notice and an opportunity to~~  
16 | ~~be heard, the registration and driver's license of any owner~~  
17 | ~~or registrant of a motor vehicle with respect to which~~  
18 | ~~security is required under this section and s. 324.022:~~

19 |             ~~(a) Upon its records showing that the owner or~~  
20 | ~~registrant of such motor vehicle did not have in full force~~  
21 | ~~and effect when required security complying with the terms of~~  
22 | ~~this section; or~~

23 |             ~~(b) Upon notification by the insurer to the Department~~  
24 | ~~of Highway Safety and Motor Vehicles, in a form approved by~~  
25 | ~~the department, of cancellation or termination of the required~~  
26 | ~~security.~~

27 |         ~~(7) Any operator or owner whose driver's license or~~  
28 | ~~registration has been suspended pursuant to this section or s.~~  
29 | ~~316.646 may effect its reinstatement upon compliance with the~~  
30 | ~~requirements of this section and upon payment to the~~  
31 | ~~Department of Highway Safety and Motor Vehicles of a~~



1 ~~nonrefundable reinstatement fee of \$150 for the first~~  
2 ~~reinstatement. Such reinstatement fee shall be \$250 for the~~  
3 ~~second reinstatement and \$500 for each subsequent~~  
4 ~~reinstatement during the 3 years following the first~~  
5 ~~reinstatement. Any person reinstating her or his insurance~~  
6 ~~under this subsection must also secure noncancelable coverage~~  
7 ~~as described in ss. 324.021(8), 324.023, and 627.7275(2) and~~  
8 ~~present to the appropriate person proof that the coverage is~~  
9 ~~in force on a form promulgated by the Department of Highway~~  
10 ~~Safety and Motor Vehicles, such proof to be maintained for 2~~  
11 ~~years. If the person does not have a second reinstatement~~  
12 ~~within 3 years after her or his initial reinstatement, the~~  
13 ~~reinstatement fee shall be \$150 for the first reinstatement~~  
14 ~~after that 3 year period. In the event that a person's license~~  
15 ~~and registration are suspended pursuant to this section or s.~~  
16 ~~316.646, only one reinstatement fee shall be paid to reinstate~~  
17 ~~the license and the registration. All fees shall be collected~~  
18 ~~by the Department of Highway Safety and Motor Vehicles at the~~  
19 ~~time of reinstatement. The Department of Highway Safety and~~  
20 ~~Motor Vehicles shall issue proper receipts for such fees and~~  
21 ~~shall promptly deposit those fees in the Highway Safety~~  
22 ~~Operating Trust Fund. One third of the fee collected under~~  
23 ~~this subsection shall be distributed from the Highway Safety~~  
24 ~~Operating Trust Fund to the local government entity or state~~  
25 ~~agency which employed the law enforcement officer who seizes a~~  
26 ~~license plate pursuant to s. 324.201. Such funds may be used~~  
27 ~~by the local government entity or state agency for any~~  
28 ~~authorized purpose.~~

29           Section 12. Notwithstanding the repeal of the Florida  
30 Motor Vehicle No-Fault Law, which occurred on October 1, 2007,  
31

1 section 627.734, Florida Statutes, is revived and reenacted to  
2 read:

3           627.734 Proof of security; security requirements;  
4 penalties.--

5           (1) The provisions of chapter 324 which pertain to the  
6 method of giving and maintaining proof of financial  
7 responsibility and which govern and define a motor vehicle  
8 liability policy shall apply to filing and maintaining proof  
9 of security required by ss. 627.730-627.7405.

10           (2) Any person who:

11           (a) Gives information required in a report or  
12 otherwise as provided for in ss. 627.730-627.7405, knowing or  
13 having reason to believe that such information is false;

14           (b) Forges or, without authority, signs any evidence  
15 of proof of security; or

16           (c) Files, or offers for filing, any such evidence of  
17 proof, knowing or having reason to believe that it is forged  
18 or signed without authority,

19  
20 is guilty of a misdemeanor of the first degree, punishable as  
21 provided in s. 775.082 or s. 775.083.

22           Section 13. Notwithstanding the repeal of the Florida  
23 Motor Vehicle No-Fault Law, which occurred on October 1, 2007,  
24 section 627.736, Florida Statutes, is revived, reenacted, and  
25 amended to read:

26           627.736 Required personal injury protection benefits;  
27 exclusions; priority; claims.--

28           (1) REQUIRED BENEFITS--Every insurance policy  
29 complying with the security requirements of s. 627.733 shall  
30 provide personal injury protection to the named insured,  
31 relatives residing in the same household, persons operating

1 | the insured motor vehicle, passengers in such motor vehicle,  
2 | and other persons struck by such motor vehicle and suffering  
3 | bodily injury while not an occupant of a self-propelled  
4 | vehicle, subject to the provisions of subsection (2) and  
5 | paragraph (4)(d), to a limit of \$10,000 for loss sustained by  
6 | any such person as a result of bodily injury, sickness,  
7 | disease, or death arising out of the ownership, maintenance,  
8 | or use of a motor vehicle as follows:

9 |         (a) Medical benefits.--Eighty percent of all  
10 | reasonable expenses for medically necessary medical, surgical,  
11 | X-ray, dental, and rehabilitative services, including  
12 | prosthetic devices, and medically necessary ambulance,  
13 | hospital, and nursing services. Such benefits shall also  
14 | include necessary remedial treatment and services recognized  
15 | and permitted under the laws of the state for an injured  
16 | person who relies upon spiritual means through prayer alone  
17 | for healing, in accordance with his or her religious beliefs;  
18 | however, this sentence does not affect the determination of  
19 | what other services or procedures are medically necessary.

20 |         (b) Disability benefits.--Sixty percent of any loss of  
21 | gross income and loss of earning capacity per individual from  
22 | inability to work proximately caused by the injury sustained  
23 | by the injured person, plus all expenses reasonably incurred  
24 | in obtaining from others ordinary and necessary services in  
25 | lieu of those that, but for the injury, the injured person  
26 | would have performed without income for the benefit of his or  
27 | her household. All disability benefits payable under this  
28 | provision shall be paid not less than every 2 weeks.

29 |         (c) Death benefits.--Death benefits of \$5,000 per  
30 | individual. The insurer may pay such benefits to the executor  
31 | or administrator of the deceased, to any of the deceased's

1 relatives by blood or legal adoption or connection by  
2 marriage, or to any person appearing to the insurer to be  
3 equitably entitled thereto.

4  
5 Only insurers writing motor vehicle liability insurance in  
6 this state may provide the required benefits of this section,  
7 and no such insurer shall require the purchase of any other  
8 motor vehicle coverage other than the purchase of property  
9 damage liability coverage as required by s. 627.7275 as a  
10 condition for providing such required benefits. Insurers may  
11 not require that property damage liability insurance in an  
12 amount greater than \$10,000 be purchased in conjunction with  
13 personal injury protection. Such insurers shall make benefits  
14 and required property damage liability insurance coverage  
15 available through normal marketing channels. Any insurer  
16 writing motor vehicle liability insurance in this state who  
17 fails to comply with such availability requirement as a  
18 general business practice shall be deemed to have violated  
19 part IX of chapter 626, and such violation shall constitute an  
20 unfair method of competition or an unfair or deceptive act or  
21 practice involving the business of insurance; and any such  
22 insurer committing such violation shall be subject to the  
23 penalties afforded in such part, as well as those which may be  
24 afforded elsewhere in the insurance code.

25 (2) AUTHORIZED EXCLUSIONS.--Any insurer may exclude  
26 benefits:

27 (a) For injury sustained by the named insured and  
28 relatives residing in the same household while occupying  
29 another motor vehicle owned by the named insured and not  
30 insured under the policy or for injury sustained by any person  
31

1 | operating the insured motor vehicle without the express or  
2 | implied consent of the insured.

3 |         (b) To any injured person, if such person's conduct  
4 | contributed to his or her injury under any of the following  
5 | circumstances:

6 |             1. Causing injury to himself or herself intentionally;  
7 | or

8 |             2. Being injured while committing a felony.  
9 |

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

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

1 damages, the court shall instruct the jury that the plaintiff  
2 shall not recover such special damages for personal injury  
3 protection benefits paid or payable.

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

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

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

1 such written notice is furnished to the insurer. When an  
2 insurer pays only a portion of a claim or rejects a claim, the  
3 insurer shall provide at the time of the partial payment or  
4 rejection an itemized specification of each item that the  
5 insurer had reduced, omitted, or declined to pay and any  
6 information that the insurer desires the claimant to consider  
7 related to the medical necessity of the denied treatment or to  
8 explain the reasonableness of the reduced charge, provided  
9 that this shall not limit the introduction of evidence at  
10 trial; and the insurer shall include the name and address of  
11 the person to whom the claimant should respond and a claim  
12 number to be referenced in future correspondence. However,  
13 notwithstanding the fact that written notice has been  
14 furnished to the insurer, any payment shall not be deemed  
15 overdue when the insurer has reasonable proof to establish  
16 that the insurer is not responsible for the payment. For the  
17 purpose of calculating the extent to which any benefits are  
18 overdue, payment shall be treated as being made on the date a  
19 draft or other valid instrument which is equivalent to payment  
20 was placed in the United States mail in a properly addressed,  
21 postpaid envelope or, if not so posted, on the date of  
22 delivery. This paragraph does not preclude or limit the  
23 ability of the insurer to assert that the claim was unrelated,  
24 was not medically necessary, or was unreasonable or that the  
25 amount of the charge was in excess of that permitted under, or  
26 in violation of, subsection (5). Such assertion by the insurer  
27 may be made at any time, including after payment of the claim  
28 or after the 30-day time period for payment set forth in this  
29 paragraph.

30 (c) All overdue payments shall bear simple interest at  
31 the rate established under s. 55.03 or the rate established in

1 | the insurance contract, whichever is greater, for the year in  
2 | which the payment became overdue, calculated from the date the  
3 | insurer was furnished with written notice of the amount of  
4 | covered loss. Interest shall be due at the time payment of the  
5 | overdue claim is made.

6 |         (d) The insurer of the owner of a motor vehicle shall  
7 | pay personal injury protection benefits for:

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

12 |             2. Accidental bodily injury sustained outside this  
13 | state, but within the United States of America or its  
14 | territories or possessions or Canada, by the owner while  
15 | occupying the owner's motor vehicle.

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

23 |             4. Accidental bodily injury sustained in this state by  
24 | any other person while occupying the owner's motor vehicle or,  
25 | if a resident of this state, while not an occupant of a  
26 | self-propelled vehicle, if the injury is caused by physical  
27 | contact with such motor vehicle, provided the injured person  
28 | is not himself or herself:

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

31 |



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

3           (e) If two or more insurers are liable to pay personal  
4 injury protection benefits for the same injury to any one  
5 person, the maximum payable shall be as specified in  
6 subsection (1), and any insurer paying the benefits shall be  
7 entitled to recover from each of the other insurers an  
8 equitable pro rata share of the benefits paid and expenses  
9 incurred in processing the claim.

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

14          (g) Benefits shall not be due or payable to or on the  
15 behalf of an insured person if that person has committed, by a  
16 material act or omission, any insurance fraud relating to  
17 personal injury protection coverage under his or her policy,  
18 if the fraud is admitted to in a sworn statement by the  
19 insured or if it is established in a court of competent  
20 jurisdiction. Any insurance fraud shall void all coverage  
21 arising from the claim related to such fraud under the  
22 personal injury protection coverage of the insured person who  
23 committed the fraud, irrespective of whether a portion of the  
24 insured person's claim may be legitimate, and any benefits  
25 paid prior to the discovery of the insured person's insurance  
26 fraud shall be recoverable by the insurer from the person who  
27 committed insurance fraud in their entirety. The prevailing  
28 party is entitled to its costs and attorney's fees in any  
29 action in which it prevails in an insurer's action to enforce  
30 its right of recovery under this paragraph.

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

1           (a) Any physician, hospital, clinic, or other person  
2 or institution lawfully rendering treatment to an injured  
3 person for a bodily injury covered by personal injury  
4 protection insurance may charge the insurer and injured party  
5 only a reasonable amount pursuant to this section for the  
6 services and supplies rendered, and the insurer providing such  
7 coverage may pay for such charges directly to such person or  
8 institution lawfully rendering such treatment, if the insured  
9 receiving such treatment or his or her guardian has  
10 countersigned the properly completed invoice, bill, or claim  
11 form approved by the office upon which such charges are to be  
12 paid for as having actually been rendered, to the best  
13 knowledge of the insured or his or her guardian. In no event,  
14 however, may such a charge be in excess of the amount the  
15 person or institution customarily charges for like services or  
16 supplies. With respect to a determination of whether a charge  
17 for a particular service, treatment, or otherwise is  
18 reasonable, consideration may be given to evidence of usual  
19 and customary charges and payments accepted by the provider  
20 involved in the dispute, and reimbursement levels in the  
21 community and various federal and state medical fee schedules  
22 applicable to automobile and other insurance coverages, and  
23 other information relevant to the reasonableness of the  
24 reimbursement for the service, treatment, or supply.

25           (b)1. An insurer or insured is not required to pay a  
26 claim or charges:

27           a. Made by a broker or by a person making a claim on  
28 behalf of a broker;

29           b. For any service or treatment that was not lawful at  
30 the time rendered;  
31

1           c. To any person who knowingly submits a false or  
2 misleading statement relating to the claim or charges;

3           d. With respect to a bill or statement that does not  
4 substantially meet the applicable requirements of paragraph  
5 (d);

6           e. For any treatment or service that is upcoded, or  
7 that is unbundled when such treatment or services should be  
8 bundled, in accordance with paragraph (d). To facilitate  
9 prompt payment of lawful services, an insurer may change codes  
10 that it determines to have been improperly or incorrectly  
11 upcoded or unbundled, and may make payment based on the  
12 changed codes, without affecting the right of the provider to  
13 dispute the change by the insurer, provided that before doing  
14 so, the insurer must contact the health care provider and  
15 discuss the reasons for the insurer's change and the health  
16 care provider's reason for the coding, or make a reasonable  
17 good faith effort to do so, as documented in the insurer's  
18 file; and

19           f. For medical services or treatment billed by a  
20 physician and not provided in a hospital unless such services  
21 are rendered by the physician or are incident to his or her  
22 professional services and are included on the physician's  
23 bill, including documentation verifying that the physician is  
24 responsible for the medical services that were rendered and  
25 billed.

26           2. Charges for medically necessary cephalic  
27 thermograms, peripheral thermograms, spinal ultrasounds,  
28 extremity ultrasounds, video fluoroscopy, and surface  
29 electromyography shall not exceed the maximum reimbursement  
30 allowance for such procedures as set forth in the applicable  
31

1 fee schedule or other payment methodology established pursuant  
2 to s. 440.13.

3           3. Allowable amounts that may be charged to a personal  
4 injury protection insurance insurer and insured for medically  
5 necessary nerve conduction testing when done in conjunction  
6 with a needle electromyography procedure and both are  
7 performed and billed solely by a physician licensed under  
8 chapter 458, chapter 459, chapter 460, or chapter 461 who is  
9 also certified by the American Board of Electrodiagnostic  
10 Medicine or by a board recognized by the American Board of  
11 Medical Specialties or the American Osteopathic Association or  
12 who holds diplomate status with the American Chiropractic  
13 Neurology Board or its predecessors shall not exceed 200  
14 percent of the allowable amount under the participating  
15 physician fee schedule of Medicare Part B for year 2001, for  
16 the area in which the treatment was rendered, adjusted  
17 annually on August 1 to reflect the prior calendar year's  
18 changes in the annual Medical Care Item of the Consumer Price  
19 Index for All Urban Consumers in the South Region as  
20 determined by the Bureau of Labor Statistics of the United  
21 States Department of Labor.

22           4. Allowable amounts that may be charged to a personal  
23 injury protection insurance insurer and insured for medically  
24 necessary nerve conduction testing that does not meet the  
25 requirements of subparagraph 3. shall not exceed the  
26 applicable fee schedule or other payment methodology  
27 established pursuant to s. 440.13.

28           5. Allowable amounts that may be charged to a personal  
29 injury protection insurance insurer and insured for magnetic  
30 resonance imaging services shall not exceed 175 percent of the  
31 allowable amount under the participating physician fee

1 | schedule of Medicare Part B for year 2001, for the area in  
2 | which the treatment was rendered, adjusted annually on August  
3 | 1 to reflect the prior calendar year's changes in the annual  
4 | Medical Care Item of the Consumer Price Index for All Urban  
5 | Consumers in the South Region as determined by the Bureau of  
6 | Labor Statistics of the United States Department of Labor for  
7 | the 12-month period ending June 30 of that year, except that  
8 | allowable amounts that may be charged to a personal injury  
9 | protection insurance insurer and insured for magnetic  
10 | resonance imaging services provided in facilities accredited  
11 | by the Accreditation Association for Ambulatory Health Care,  
12 | the American College of Radiology, or the Joint Commission on  
13 | Accreditation of Healthcare Organizations shall not exceed 200  
14 | percent of the allowable amount under the participating  
15 | physician fee schedule of Medicare Part B for year 2001, for  
16 | the area in which the treatment was rendered, adjusted  
17 | annually on August 1 to reflect the prior calendar year's  
18 | changes in the annual Medical Care Item of the Consumer Price  
19 | Index for All Urban Consumers in the South Region as  
20 | determined by the Bureau of Labor Statistics of the United  
21 | States Department of Labor for the 12-month period ending June  
22 | 30 of that year. This paragraph does not apply to charges for  
23 | magnetic resonance imaging services and nerve conduction  
24 | testing for inpatients and emergency services and care as  
25 | defined in chapter 395 rendered by facilities licensed under  
26 | chapter 395.

27 |         6. The Department of Health, in consultation with the  
28 | appropriate professional licensing boards, shall adopt, by  
29 | rule, a list of diagnostic tests deemed not to be medically  
30 | necessary for use in the treatment of persons sustaining  
31 | bodily injury covered by personal injury protection benefits

1 | under this section. The initial list shall be adopted by  
2 | January 1, 2004, and shall be revised from time to time as  
3 | determined by the Department of Health, in consultation with  
4 | the respective professional licensing boards. Inclusion of a  
5 | test on the list of invalid diagnostic tests shall be based on  
6 | lack of demonstrated medical value and a level of general  
7 | acceptance by the relevant provider community and shall not be  
8 | dependent for results entirely upon subjective patient  
9 | response. Notwithstanding its inclusion on a fee schedule in  
10 | this subsection, an insurer or insured is not required to pay  
11 | any charges or reimburse claims for any invalid diagnostic  
12 | test as determined by the Department of Health.

13 |       (c)1. With respect to any treatment or service, other  
14 | than medical services billed by a hospital or other provider  
15 | for emergency services as defined in s. 395.002 or inpatient  
16 | services rendered at a hospital-owned facility, the statement  
17 | of charges must be furnished to the insurer by the provider  
18 | and may not include, and the insurer is not required to pay,  
19 | charges for treatment or services rendered more than 35 days  
20 | before the postmark date of the statement, except for past due  
21 | amounts previously billed on a timely basis under this  
22 | paragraph, and except that, if the provider submits to the  
23 | insurer a notice of initiation of treatment within 21 days  
24 | after its first examination or treatment of the claimant, the  
25 | statement may include charges for treatment or services  
26 | rendered up to, but not more than, 75 days before the postmark  
27 | date of the statement. The injured party is not liable for,  
28 | and the provider shall not bill the injured party for, charges  
29 | that are unpaid because of the provider's failure to comply  
30 | with this paragraph. Any agreement requiring the injured  
31 | person or insured to pay for such charges is unenforceable.

1           2. If, however, the insured fails to furnish the  
2 provider with the correct name and address of the insured's  
3 personal injury protection insurer, the provider has 35 days  
4 from the date the provider obtains the correct information to  
5 furnish the insurer with a statement of the charges. The  
6 insurer is not required to pay for such charges unless the  
7 provider includes with the statement documentary evidence that  
8 was provided by the insured during the 35-day period  
9 demonstrating that the provider reasonably relied on erroneous  
10 information from the insured and either:

- 11           a. A denial letter from the incorrect insurer; or  
12           b. Proof of mailing, which may include an affidavit  
13 under penalty of perjury, reflecting timely mailing to the  
14 incorrect address or insurer.

15           3. For emergency services and care as defined in s.  
16 395.002 rendered in a hospital emergency department or for  
17 transport and treatment rendered by an ambulance provider  
18 licensed pursuant to part III of chapter 401, the provider is  
19 not required to furnish the statement of charges within the  
20 time periods established by this paragraph; and the insurer  
21 shall not be considered to have been furnished with notice of  
22 the amount of covered loss for purposes of paragraph (4)(b)  
23 until it receives a statement complying with paragraph (d), or  
24 copy thereof, which specifically identifies the place of  
25 service to be a hospital emergency department or an ambulance  
26 in accordance with billing standards recognized by the Health  
27 Care Finance Administration.

28           4. Each notice of insured's rights under s. 627.7401  
29 must include the following statement in type no smaller than  
30 12 points:  
31

1 BILLING REQUIREMENTS.--Florida Statutes provide  
2 that with respect to any treatment or services,  
3 other than certain hospital and emergency  
4 services, the statement of charges furnished to  
5 the insurer by the provider may not include,  
6 and the insurer and the injured party are not  
7 required to pay, charges for treatment or  
8 services rendered more than 35 days before the  
9 postmark date of the statement, except for past  
10 due amounts previously billed on a timely  
11 basis, and except that, if the provider submits  
12 to the insurer a notice of initiation of  
13 treatment within 21 days after its first  
14 examination or treatment of the claimant, the  
15 statement may include charges for treatment or  
16 services rendered up to, but not more than, 75  
17 days before the postmark date of the statement.

18  
19 (d) All statements and bills for medical services  
20 rendered by any physician, hospital, clinic, or other person  
21 or institution shall be submitted to the insurer on a properly  
22 completed Centers for Medicare and Medicaid Services (CMS)  
23 1500 form, UB 92 forms, or any other standard form approved by  
24 the office or adopted by the commission for purposes of this  
25 paragraph. All billings for such services rendered by  
26 providers shall, to the extent applicable, follow the  
27 Physicians' Current Procedural Terminology (CPT) or Healthcare  
28 Correct Procedural Coding System (HCPCS), or ICD-9 in effect  
29 for the year in which services are rendered and comply with  
30 the Centers for Medicare and Medicaid Services (CMS) 1500 form  
31 instructions and the American Medical Association Current



1 Procedural Terminology (CPT) Editorial Panel and Healthcare  
2 Correct Procedural Coding System (HCPCS). All providers other  
3 than hospitals shall include on the applicable claim form the  
4 professional license number of the provider in the line or  
5 space provided for "Signature of Physician or Supplier,  
6 Including Degrees or Credentials." In determining compliance  
7 with applicable CPT and HCPCS coding, guidance shall be  
8 provided by the Physicians' Current Procedural Terminology  
9 (CPT) or the Healthcare Correct Procedural Coding System  
10 (HCPCS) in effect for the year in which services were  
11 rendered, the Office of the Inspector General (OIG),  
12 Physicians Compliance Guidelines, and other authoritative  
13 treatises designated by rule by the Agency for Health Care  
14 Administration. No statement of medical services may include  
15 charges for medical services of a person or entity that  
16 performed such services without possessing the valid licenses  
17 required to perform such services. For purposes of paragraph  
18 (4)(b), an insurer shall not be considered to have been  
19 furnished with notice of the amount of covered loss or medical  
20 bills due unless the statements or bills comply with this  
21 paragraph, and unless the statements or bills are properly  
22 completed in their entirety as to all material provisions,  
23 with all relevant information being provided therein.

24 (e)1. At the initial treatment or service provided,  
25 each physician, other licensed professional, clinic, or other  
26 medical institution providing medical services upon which a  
27 claim for personal injury protection benefits is based shall  
28 require an insured person, or his or her guardian, to execute  
29 a disclosure and acknowledgment form, which reflects at a  
30 minimum that:

31

1           a. The insured, or his or her guardian, must  
2 countersign the form attesting to the fact that the services  
3 set forth therein were actually rendered;

4           b. The insured, or his or her guardian, has both the  
5 right and affirmative duty to confirm that the services were  
6 actually rendered;

7           c. The insured, or his or her guardian, was not  
8 solicited by any person to seek any services from the medical  
9 provider;

10          d. That the physician, other licensed professional,  
11 clinic, or other medical institution rendering services for  
12 which payment is being claimed explained the services to the  
13 insured or his or her guardian; and

14          e. If the insured notifies the insurer in writing of a  
15 billing error, the insured may be entitled to a certain  
16 percentage of a reduction in the amounts paid by the insured's  
17 motor vehicle insurer.

18          2. The physician, other licensed professional, clinic,  
19 or other medical institution rendering services for which  
20 payment is being claimed has the affirmative duty to explain  
21 the services rendered to the insured, or his or her guardian,  
22 so that the insured, or his or her guardian, countersigns the  
23 form with informed consent.

24          3. Countersignature by the insured, or his or her  
25 guardian, is not required for the reading of diagnostic tests  
26 or other services that are of such a nature that they are not  
27 required to be performed in the presence of the insured.

28          4. The licensed medical professional rendering  
29 treatment for which payment is being claimed must sign, by his  
30 or her own hand, the form complying with this paragraph.

31

1           5. The original completed disclosure and  
2 acknowledgment form shall be furnished to the insurer pursuant  
3 to paragraph (4)(b) and may not be electronically furnished.

4           6. This disclosure and acknowledgment form is not  
5 required for services billed by a provider for emergency  
6 services as defined in s. 395.002, for emergency services and  
7 care as defined in s. 395.002 rendered in a hospital emergency  
8 department, or for transport and treatment rendered by an  
9 ambulance provider licensed pursuant to part III of chapter  
10 401.

11           7. The Financial Services Commission shall adopt, by  
12 rule, a standard disclosure and acknowledgment form that shall  
13 be used to fulfill the requirements of this paragraph,  
14 effective 90 days after such form is adopted and becomes  
15 final. The commission shall adopt a proposed rule by October  
16 1, 2003. Until the rule is final, the provider may use a form  
17 of its own which otherwise complies with the requirements of  
18 this paragraph.

19           8. As used in this paragraph, "countersigned" means a  
20 second or verifying signature, as on a previously signed  
21 document, and is not satisfied by the statement "signature on  
22 file" or any similar statement.

23           9. The requirements of this paragraph apply only with  
24 respect to the initial treatment or service of the insured by  
25 a provider. For subsequent treatments or service, the provider  
26 must maintain a patient log signed by the patient, in  
27 chronological order by date of service, that is consistent  
28 with the services being rendered to the patient as claimed.  
29 The requirements of this subparagraph for maintaining a  
30 patient log signed by the patient may be met by a hospital  
31 that maintains medical records as required by s. 395.3025 and

1 applicable rules and makes such records available to the  
2 insurer upon request.

3 (f) Upon written notification by any person, an  
4 insurer shall investigate any claim of improper billing by a  
5 physician or other medical provider. The insurer shall  
6 determine if the insured was properly billed for only those  
7 services and treatments that the insured actually received. If  
8 the insurer determines that the insured has been improperly  
9 billed, the insurer shall notify the insured, the person  
10 making the written notification and the provider of its  
11 findings and shall reduce the amount of payment to the  
12 provider by the amount determined to be improperly billed. If  
13 a reduction is made due to such written notification by any  
14 person, the insurer shall pay to the person 20 percent of the  
15 amount of the reduction, up to \$500. If the provider is  
16 arrested due to the improper billing, then the insurer shall  
17 pay to the person 40 percent of the amount of the reduction,  
18 up to \$500.

19 (g) An insurer may not systematically downcode with  
20 the intent to deny reimbursement otherwise due. Such action  
21 constitutes a material misrepresentation under s.  
22 626.9541(1)(i)2.

23 (6) DISCOVERY OF FACTS ABOUT AN INJURED PERSON;  
24 DISPUTES.--

25 (a) Every employer shall, if a request is made by an  
26 insurer providing personal injury protection benefits under  
27 ss. 627.730-627.7405 against whom a claim has been made,  
28 furnish forthwith, in a form approved by the office, a sworn  
29 statement of the earnings, since the time of the bodily injury  
30 and for a reasonable period before the injury, of the person  
31 upon whose injury the claim is based.

1           (b) Every physician, hospital, clinic, or other  
2 medical institution providing, before or after bodily injury  
3 upon which a claim for personal injury protection insurance  
4 benefits is based, any products, services, or accommodations  
5 in relation to that or any other injury, or in relation to a  
6 condition claimed to be connected with that or any other  
7 injury, shall, if requested to do so by the insurer against  
8 whom the claim has been made, furnish forthwith a written  
9 report of the history, condition, treatment, dates, and costs  
10 of such treatment of the injured person and why the items  
11 identified by the insurer were reasonable in amount and  
12 medically necessary, together with a sworn statement that the  
13 treatment or services rendered were reasonable and necessary  
14 with respect to the bodily injury sustained and identifying  
15 which portion of the expenses for such treatment or services  
16 was incurred as a result of such bodily injury, and produce  
17 forthwith, and permit the inspection and copying of, his or  
18 her or its records regarding such history, condition,  
19 treatment, dates, and costs of treatment; provided that this  
20 shall not limit the introduction of evidence at trial. Such  
21 sworn statement shall read as follows: "Under penalty of  
22 perjury, I declare that I have read the foregoing, and the  
23 facts alleged are true, to the best of my knowledge and  
24 belief." No cause of action for violation of the  
25 physician-patient privilege or invasion of the right of  
26 privacy shall be permitted against any physician, hospital,  
27 clinic, or other medical institution complying with the  
28 provisions of this section. The person requesting such records  
29 and such sworn statement shall pay all reasonable costs  
30 connected therewith. If an insurer makes a written request for  
31 documentation or information under this paragraph within 30

1 days after having received notice of the amount of a covered  
2 loss under paragraph (4)(a), the amount or the partial amount  
3 which is the subject of the insurer's inquiry shall become  
4 overdue if the insurer does not pay in accordance with  
5 paragraph (4)(b) or within 10 days after the insurer's receipt  
6 of the requested documentation or information, whichever  
7 occurs later. For purposes of this paragraph, the term  
8 "receipt" includes, but is not limited to, inspection and  
9 copying pursuant to this paragraph. Any insurer that requests  
10 documentation or information pertaining to reasonableness of  
11 charges or medical necessity under this paragraph without a  
12 reasonable basis for such requests as a general business  
13 practice is engaging in an unfair trade practice under the  
14 insurance code.

15 (c) In the event of any dispute regarding an insurer's  
16 right to discovery of facts under this section, the insurer  
17 may petition a court of competent jurisdiction to enter an  
18 order permitting such discovery. The order may be made only  
19 on motion for good cause shown and upon notice to all persons  
20 having an interest, and it shall specify the time, place,  
21 manner, conditions, and scope of the discovery. Such court  
22 may, in order to protect against annoyance, embarrassment, or  
23 oppression, as justice requires, enter an order refusing  
24 discovery or specifying conditions of discovery and may order  
25 payments of costs and expenses of the proceeding, including  
26 reasonable fees for the appearance of attorneys at the  
27 proceedings, as justice requires.

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

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

3           (7) MENTAL AND PHYSICAL EXAMINATION OF INJURED PERSON;  
4 REPORTS.--

5           (a) Whenever the mental or physical condition of an  
6 injured person covered by personal injury protection is  
7 material to any claim that has been or may be made for past or  
8 future personal injury protection insurance benefits, such  
9 person shall, upon the request of an insurer, submit to mental  
10 or physical examination by a physician or physicians. The  
11 costs of any examinations requested by an insurer shall be  
12 borne entirely by the insurer. Such examination shall be  
13 conducted within the municipality where the insured is  
14 receiving treatment, or in a location reasonably accessible to  
15 the insured, which, for purposes of this paragraph, means any  
16 location within the municipality in which the insured resides,  
17 or any location within 10 miles by road of the insured's  
18 residence, provided such location is within the county in  
19 which the insured resides. If the examination is to be  
20 conducted in a location reasonably accessible to the insured,  
21 and if there is no qualified physician to conduct the  
22 examination in a location reasonably accessible to the  
23 insured, then such examination shall be conducted in an area  
24 of the closest proximity to the insured's residence. Personal  
25 protection insurers are authorized to include reasonable  
26 provisions in personal injury protection insurance policies  
27 for mental and physical examination of those claiming personal  
28 injury protection insurance benefits. An insurer may not  
29 withdraw payment of a treating physician without the consent  
30 of the injured person covered by the personal injury  
31 protection, unless the insurer first obtains a valid report by

1 a Florida physician licensed under the same chapter as the  
2 treating physician whose treatment authorization is sought to  
3 be withdrawn, stating that treatment was not reasonable,  
4 related, or necessary. A valid report is one that is prepared  
5 and signed by the physician examining the injured person or  
6 reviewing the treatment records of the injured person and is  
7 factually supported by the examination and treatment records  
8 if reviewed and that has not been modified by anyone other  
9 than the physician. The physician preparing the report must be  
10 in active practice, unless the physician is physically  
11 disabled. Active practice means that during the 3 years  
12 immediately preceding the date of the physical examination or  
13 review of the treatment records the physician must have  
14 devoted professional time to the active clinical practice of  
15 evaluation, diagnosis, or treatment of medical conditions or  
16 to the instruction of students in an accredited health  
17 professional school or accredited residency program or a  
18 clinical research program that is affiliated with an  
19 accredited health professional school or teaching hospital or  
20 accredited residency program. The physician preparing a report  
21 at the request of an insurer and physicians rendering expert  
22 opinions on behalf of persons claiming medical benefits for  
23 personal injury protection, or on behalf of an insured through  
24 an attorney or another entity, shall maintain, for at least 3  
25 years, copies of all examination reports as medical records  
26 and shall maintain, for at least 3 years, records of all  
27 payments for the examinations and reports. Neither an insurer  
28 nor any person acting at the direction of or on behalf of an  
29 insurer may materially change an opinion in a report prepared  
30 under this paragraph or direct the physician preparing the  
31 report to change such opinion. The denial of a payment as the



1 result of such a changed opinion constitutes a material  
2 misrepresentation under s. 626.9541(1)(i)2.; however, this  
3 provision does not preclude the insurer from calling to the  
4 attention of the physician errors of fact in the report based  
5 upon information in the claim file.

6 (b) If requested by the person examined, a party  
7 causing an examination to be made shall deliver to him or her  
8 a copy of every written report concerning the examination  
9 rendered by an examining physician, at least one of which  
10 reports must set out the examining physician's findings and  
11 conclusions in detail. After such request and delivery, the  
12 party causing the examination to be made is entitled, upon  
13 request, to receive from the person examined every written  
14 report available to him or her or his or her representative  
15 concerning any examination, previously or thereafter made, of  
16 the same mental or physical condition. By requesting and  
17 obtaining a report of the examination so ordered, or by taking  
18 the deposition of the examiner, the person examined waives any  
19 privilege he or she may have, in relation to the claim for  
20 benefits, regarding the testimony of every other person who  
21 has examined, or may thereafter examine, him or her in respect  
22 to the same mental or physical condition. If a person  
23 unreasonably refuses to submit to an examination, the personal  
24 injury protection carrier is no longer liable for subsequent  
25 personal injury protection benefits.

26 (8) APPLICABILITY OF PROVISION REGULATING ATTORNEY'S  
27 FEES.--With respect to any dispute under the provisions of ss.  
28 627.730-627.7405 between the insured and the insurer, or  
29 between an assignee of an insured's rights and the insurer,  
30 the provisions of s. 627.428 shall apply, except as provided  
31 in subsection~~(10)~~~~(11)~~.

1           ~~(9)(a) Each insurer which has issued a policy~~  
2 ~~providing personal injury protection benefits shall report the~~  
3 ~~renewal, cancellation, or nonrenewal thereof to the Department~~  
4 ~~of Highway Safety and Motor Vehicles within 45 days from the~~  
5 ~~effective date of the renewal, cancellation, or nonrenewal.~~  
6 ~~Upon the issuance of a policy providing personal injury~~  
7 ~~protection benefits to a named insured not previously insured~~  
8 ~~by the insurer thereof during that calendar year, the insurer~~  
9 ~~shall report the issuance of the new policy to the Department~~  
10 ~~of Highway Safety and Motor Vehicles within 30 days. The~~  
11 ~~report shall be in such form and format and contain such~~  
12 ~~information as may be required by the Department of Highway~~  
13 ~~Safety and Motor Vehicles which shall include a format~~  
14 ~~compatible with the data processing capabilities of said~~  
15 ~~department, and the Department of Highway Safety and Motor~~  
16 ~~Vehicles is authorized to adopt rules necessary with respect~~  
17 ~~thereto. Failure by an insurer to file proper reports with the~~  
18 ~~Department of Highway Safety and Motor Vehicles as required by~~  
19 ~~this subsection or rules adopted with respect to the~~  
20 ~~requirements of this subsection constitutes a violation of the~~  
21 ~~Florida Insurance Code. Reports of cancellations and policy~~  
22 ~~renewals and reports of the issuance of new policies received~~  
23 ~~by the Department of Highway Safety and Motor Vehicles are~~  
24 ~~confidential and exempt from the provisions of s. 119.07(1).~~  
25 ~~These records are to be used for enforcement and regulatory~~  
26 ~~purposes only, including the generation by the department of~~  
27 ~~data regarding compliance by owners of motor vehicles with~~  
28 ~~financial responsibility coverage requirements. In addition,~~  
29 ~~the Department of Highway Safety and Motor Vehicles shall~~  
30 ~~release, upon a written request by a person involved in a~~  
31 ~~motor vehicle accident, by the person's attorney, or by a~~

1 ~~representative of the person's motor vehicle insurer, the name~~  
2 ~~of the insurance company and the policy number for the policy~~  
3 ~~covering the vehicle named by the requesting party. The~~  
4 ~~written request must include a copy of the appropriate~~  
5 ~~accident form as provided in s. 316.065, s. 316.066, or s.~~  
6 ~~316.068.~~

7 ~~(b) Every insurer with respect to each insurance~~  
8 ~~policy providing personal injury protection benefits shall~~  
9 ~~notify the named insured or in the case of a commercial fleet~~  
10 ~~policy, the first named insured in writing that any~~  
11 ~~cancellation or nonrenewal of the policy will be reported by~~  
12 ~~the insurer to the Department of Highway Safety and Motor~~  
13 ~~Vehicles. The notice shall also inform the named insured that~~  
14 ~~failure to maintain personal injury protection and property~~  
15 ~~damage liability insurance on a motor vehicle when required by~~  
16 ~~law may result in the loss of registration and driving~~  
17 ~~privileges in this state, and the notice shall inform the~~  
18 ~~named insured of the amount of the reinstatement fees required~~  
19 ~~by s. 627.733(7). This notice is for informational purposes~~  
20 ~~only, and no civil liability shall attach to an insurer due to~~  
21 ~~failure to provide this notice.~~

22 ~~(9)(10)~~ An insurer may negotiate and enter into  
23 contracts with licensed health care providers for the benefits  
24 described in this section, referred to in this section as  
25 "preferred providers," which shall include health care  
26 providers licensed under chapters 458, 459, 460, 461, and 463.  
27 The insurer may provide an option to an insured to use a  
28 preferred provider at the time of purchase of the policy for  
29 personal injury protection benefits, if the requirements of  
30 this subsection are met. If the insured elects to use a  
31 provider who is not a preferred provider, whether the insured

1 purchased a preferred provider policy or a nonpreferred  
2 provider policy, the medical benefits provided by the insurer  
3 shall be as required by this section. If the insured elects to  
4 use a provider who is a preferred provider, the insurer may  
5 pay medical benefits in excess of the benefits required by  
6 this section and may waive or lower the amount of any  
7 deductible that applies to such medical benefits. If the  
8 insurer offers a preferred provider policy to a policyholder  
9 or applicant, it must also offer a nonpreferred provider  
10 policy. The insurer shall provide each policyholder with a  
11 current roster of preferred providers in the county in which  
12 the insured resides at the time of purchase of such policy,  
13 and shall make such list available for public inspection  
14 during regular business hours at the principal office of the  
15 insurer within the state.

16 ~~(10)(11)~~ DEMAND LETTER.--

17 (a) As a condition precedent to filing any action for  
18 benefits under this section, the insurer must be provided with  
19 written notice of an intent to initiate litigation. Such  
20 notice may not be sent until the claim is overdue, including  
21 any additional time the insurer has to pay the claim pursuant  
22 to paragraph (4)(b).

23 (b) The notice required shall state that it is a  
24 "demand letter under s. 627.736(10) ~~s. 627.736(11)~~" and shall  
25 state with specificity:

26 1. The name of the insured upon which such benefits  
27 are being sought, including a copy of the assignment giving  
28 rights to the claimant if the claimant is not the insured.

29 2. The claim number or policy number upon which such  
30 claim was originally submitted to the insurer.

31

1           3. To the extent applicable, the name of any medical  
2 provider who rendered to an insured the treatment, services,  
3 accommodations, or supplies that form the basis of such claim;  
4 and an itemized statement specifying each exact amount, the  
5 date of treatment, service, or accommodation, and the type of  
6 benefit claimed to be due. A completed form satisfying the  
7 requirements of paragraph (5)(d) or the lost-wage statement  
8 previously submitted may be used as the itemized statement. To  
9 the extent that the demand involves an insurer's withdrawal of  
10 payment under paragraph (7)(a) for future treatment not yet  
11 rendered, the claimant shall attach a copy of the insurer's  
12 notice withdrawing such payment and an itemized statement of  
13 the type, frequency, and duration of future treatment claimed  
14 to be reasonable and medically necessary.

15           (c) Each notice required by this subsection must be  
16 delivered to the insurer by United States certified or  
17 registered mail, return receipt requested. Such postal costs  
18 shall be reimbursed by the insurer if so requested by the  
19 claimant in the notice, when the insurer pays the claim. Such  
20 notice must be sent to the person and address specified by the  
21 insurer for the purposes of receiving notices under this  
22 subsection. Each licensed insurer, whether domestic, foreign,  
23 or alien, shall file with the office designation of the name  
24 and address of the person to whom notices pursuant to this  
25 subsection shall be sent which the office shall make available  
26 on its Internet website. The name and address on file with the  
27 office pursuant to s. 624.422 shall be deemed the authorized  
28 representative to accept notice pursuant to this subsection in  
29 the event no other designation has been made.

30           (d) If, within 15 days after receipt of notice by the  
31 insurer, the overdue claim specified in the notice is paid by

1 | the insurer together with applicable interest and a penalty of  
2 | 10 percent of the overdue amount paid by the insurer, subject  
3 | to a maximum penalty of \$250, no action may be brought against  
4 | the insurer. If the demand involves an insurer's withdrawal of  
5 | payment under paragraph (7)(a) for future treatment not yet  
6 | rendered, no action may be brought against the insurer if,  
7 | within 15 days after its receipt of the notice, the insurer  
8 | mails to the person filing the notice a written statement of  
9 | the insurer's agreement to pay for such treatment in  
10 | accordance with the notice and to pay a penalty of 10 percent,  
11 | subject to a maximum penalty of \$250, when it pays for such  
12 | future treatment in accordance with the requirements of this  
13 | section. To the extent the insurer determines not to pay any  
14 | amount demanded, the penalty shall not be payable in any  
15 | subsequent action. For purposes of this subsection, payment or  
16 | the insurer's agreement shall be treated as being made on the  
17 | date a draft or other valid instrument that is equivalent to  
18 | payment, or the insurer's written statement of agreement, is  
19 | placed in the United States mail in a properly addressed,  
20 | postpaid envelope, or if not so posted, on the date of  
21 | delivery. The insurer shall not be obligated to pay any  
22 | attorney's fees if the insurer pays the claim or mails its  
23 | agreement to pay for future treatment within the time  
24 | prescribed by this subsection.

25 |       (e) The applicable statute of limitation for an action  
26 | under this section shall be tolled for a period of 15 business  
27 | days by the mailing of the notice required by this subsection.

28 |       (f) Any insurer making a general business practice of  
29 | not paying valid claims until receipt of the notice required  
30 | by this subsection is engaging in an unfair trade practice  
31 | under the insurance code.

1           ~~(11)~~(12) CIVIL ACTION FOR INSURANCE FRAUD.--An insurer  
2 shall have a cause of action against any person convicted of,  
3 or who, regardless of adjudication of guilt, pleads guilty or  
4 nolo contendere to insurance fraud under s. 817.234, patient  
5 brokering under s. 817.505, or kickbacks under s. 456.054,  
6 associated with a claim for personal injury protection  
7 benefits in accordance with this section. An insurer  
8 prevailing in an action brought under this subsection may  
9 recover compensatory, consequential, and punitive damages  
10 subject to the requirements and limitations of part II of  
11 chapter 768, and attorney's fees and costs incurred in  
12 litigating a cause of action against any person convicted of,  
13 or who, regardless of adjudication of guilt, pleads guilty or  
14 nolo contendere to insurance fraud under s. 817.234, patient  
15 brokering under s. 817.505, or kickbacks under s. 456.054,  
16 associated with a claim for personal injury protection  
17 benefits in accordance with this section.

18           ~~(12)~~(13) MINIMUM BENEFIT COVERAGE.--If the Financial  
19 Services Commission determines that the cost savings under  
20 personal injury protection insurance benefits paid by insurers  
21 have been realized due to the provisions of this act, prior  
22 legislative reforms, or other factors, the commission may  
23 increase the minimum \$10,000 benefit coverage requirement. In  
24 establishing the amount of such increase, the commission must  
25 determine that the additional premium for such coverage is  
26 approximately equal to the premium cost savings that have been  
27 realized for the personal injury protection coverage with  
28 limits of \$10,000.

29           ~~(13)~~(14) FRAUD ADVISORY NOTICE.--Upon receiving notice  
30 of a claim under this section, an insurer shall provide a  
31 notice to the insured or to a person for whom a claim for

1 reimbursement for diagnosis or treatment of injuries has been  
2 filed, advising that:

3 (a) Pursuant to s. 626.9892, the Department of  
4 Financial Services may pay rewards of up to \$25,000 to persons  
5 providing information leading to the arrest and conviction of  
6 persons committing crimes investigated by the Division of  
7 Insurance Fraud arising from violations of s. 440.105, s.  
8 624.15, s. 626.9541, s. 626.989, or s. 817.234.

9 (b) Solicitation of a person injured in a motor  
10 vehicle crash for purposes of filing personal injury  
11 protection or tort claims could be a violation of s. 817.234,  
12 s. 817.505, or the rules regulating The Florida Bar and should  
13 be immediately reported to the Division of Insurance Fraud if  
14 such conduct has taken place.

15 Section 14. Notwithstanding the repeal of the Florida  
16 Motor Vehicle No-Fault Law, which occurred on October 1, 2007,  
17 section 627.737, Florida Statutes, is revived and reenacted to  
18 read:

19 627.737 Tort exemption; limitation on right to  
20 damages; punitive damages.--

21 (1) Every owner, registrant, operator, or occupant of  
22 a motor vehicle with respect to which security has been  
23 provided as required by ss. 627.730-627.7405, and every person  
24 or organization legally responsible for her or his acts or  
25 omissions, is hereby exempted from tort liability for damages  
26 because of bodily injury, sickness, or disease arising out of  
27 the ownership, operation, maintenance, or use of such motor  
28 vehicle in this state to the extent that the benefits  
29 described in s. 627.736(1) are payable for such injury, or  
30 would be payable but for any exclusion authorized by ss.  
31 627.730-627.7405, under any insurance policy or other method



1 of security complying with the requirements of s. 627.733, or  
2 by an owner personally liable under s. 627.733 for the payment  
3 of such benefits, unless a person is entitled to maintain an  
4 action for pain, suffering, mental anguish, and inconvenience  
5 for such injury under the provisions of subsection (2).

6 (2) In any action of tort brought against the owner,  
7 registrant, operator, or occupant of a motor vehicle with  
8 respect to which security has been provided as required by ss.  
9 627.730-627.7405, or against any person or organization  
10 legally responsible for her or his acts or omissions, a  
11 plaintiff may recover damages in tort for pain, suffering,  
12 mental anguish, and inconvenience because of bodily injury,  
13 sickness, or disease arising out of the ownership,  
14 maintenance, operation, or use of such motor vehicle only in  
15 the event that the injury or disease consists in whole or in  
16 part of:

17 (a) Significant and permanent loss of an important  
18 bodily function.

19 (b) Permanent injury within a reasonable degree of  
20 medical probability, other than scarring or disfigurement.

21 (c) Significant and permanent scarring or  
22 disfigurement.

23 (d) Death.

24 (3) When a defendant, in a proceeding brought pursuant  
25 to ss. 627.730-627.7405, questions whether the plaintiff has  
26 met the requirements of subsection (2), then the defendant may  
27 file an appropriate motion with the court, and the court  
28 shall, on a one-time basis only, 30 days before the date set  
29 for the trial or the pretrial hearing, whichever is first, by  
30 examining the pleadings and the evidence before it, ascertain  
31 whether the plaintiff will be able to submit some evidence

1 that the plaintiff will meet the requirements of subsection  
2 (2). If the court finds that the plaintiff will not be able  
3 to submit such evidence, then the court shall dismiss the  
4 plaintiff's claim without prejudice.

5 (4) In any action brought against an automobile  
6 liability insurer for damages in excess of its policy limits,  
7 no claim for punitive damages shall be allowed.

8 Section 15. Notwithstanding the repeal of the Florida  
9 Motor Vehicle No-Fault Law, which occurred on October 1, 2007,  
10 section 627.739, Florida Statutes, is revived and reenacted to  
11 read:

12 627.739 Personal injury protection; optional  
13 limitations; deductibles.--

14 (1) The named insured may elect a deductible or  
15 modified coverage or combination thereof to apply to the named  
16 insured alone or to the named insured and dependent relatives  
17 residing in the same household, but may not elect a deductible  
18 or modified coverage to apply to any other person covered  
19 under the policy.

20 (2) Insurers shall offer to each applicant and to each  
21 policyholder, upon the renewal of an existing policy,  
22 deductibles, in amounts of \$250, \$500, and \$1,000. The  
23 deductible amount must be applied to 100 percent of the  
24 expenses and losses described in s. 627.736. After the  
25 deductible is met, each insured is eligible to receive up to  
26 \$10,000 in total benefits described in s. 627.736(1). However,  
27 this subsection shall not be applied to reduce the amount of  
28 any benefits received in accordance with s. 627.736(1)(c).

29 (3) Insurers shall offer coverage wherein, at the  
30 election of the named insured, the benefits for loss of gross  
31

1 income and loss of earning capacity described in s.  
2 627.736(1)(b) shall be excluded.

3 (4) The named insured shall not be prevented from  
4 electing a deductible under subsection (2) and modified  
5 coverage under subsection (3). Each election made by the named  
6 insured under this section shall result in an appropriate  
7 reduction of premium associated with that election.

8 (5) All such offers shall be made in clear and  
9 unambiguous language at the time the initial application is  
10 taken and prior to each annual renewal and shall indicate that  
11 a premium reduction will result from each election. At the  
12 option of the insurer, the requirements of the preceding  
13 sentence are met by using forms of notice approved by the  
14 office, or by providing the following notice in 10-point type  
15 in the insurer's application for initial issuance of a policy  
16 of motor vehicle insurance and the insurer's annual notice of  
17 renewal premium:

18  
19 For personal injury protection insurance, the  
20 named insured may elect a deductible and to  
21 exclude coverage for loss of gross income and  
22 loss of earning capacity ("lost wages"). These  
23 elections apply to the named insured alone, or  
24 to the named insured and all dependent resident  
25 relatives. A premium reduction will result from  
26 these elections. The named insured is hereby  
27 advised not to elect the lost wage exclusion if  
28 the named insured or dependent resident  
29 relatives are employed, since lost wages will  
30 not be payable in the event of an accident.

31

1           Section 16. Notwithstanding the repeal of the Florida  
2 Motor Vehicle No-Fault Law, which occurred on October 1, 2007,  
3 section 627.7401, Florida Statutes, is revived and reenacted  
4 to read:

5           627.7401 Notification of insured's rights.--

6           (1) The commission, by rule, shall adopt a form for  
7 the notification of insureds of their right to receive  
8 personal injury protection benefits under the Florida Motor  
9 Vehicle No-Fault Law. Such notice shall include:

10           (a) A description of the benefits provided by personal  
11 injury protection, including, but not limited to, the specific  
12 types of services for which medical benefits are paid,  
13 disability benefits, death benefits, significant exclusions  
14 from and limitations on personal injury protection benefits,  
15 when payments are due, how benefits are coordinated with other  
16 insurance benefits that the insured may have, penalties and  
17 interest that may be imposed on insurers for failure to make  
18 timely payments of benefits, and rights of parties regarding  
19 disputes as to benefits.

20           (b) An advisory informing insureds that:

21           1. Pursuant to s. 626.9892, the Department of  
22 Financial Services may pay rewards of up to \$25,000 to persons  
23 providing information leading to the arrest and conviction of  
24 persons committing crimes investigated by the Division of  
25 Insurance Fraud arising from violations of s. 440.105, s.  
26 624.15, s. 626.9541, s. 626.989, or s. 817.234.

27           2. Pursuant to s. 627.736(5)(e)1., if the insured  
28 notifies the insurer of a billing error, the insured may be  
29 entitled to a certain percentage of a reduction in the amount  
30 paid by the insured's motor vehicle insurer.

31

1 (c) A notice that solicitation of a person injured in  
2 a motor vehicle crash for purposes of filing personal injury  
3 protection or tort claims could be a violation of s. 817.234,  
4 s 817.505, or the rules regulating The Florida Bar and should  
5 be immediately reported to the Division of Insurance Fraud if  
6 such conduct has taken place.

7 (2) Each insurer issuing a policy in this state  
8 providing personal injury protection benefits must mail or  
9 deliver the notice as specified in subsection (1) to an  
10 insured within 21 days after receiving from the insured notice  
11 of an automobile accident or claim involving personal injury  
12 to an insured who is covered under the policy. The office may  
13 allow an insurer additional time to provide the notice  
14 specified in subsection (1) not to exceed 30 days, upon a  
15 showing by the insurer that an emergency justifies an  
16 extension of time.

17 (3) The notice required by this section does not alter  
18 or modify the terms of the insurance contract or other  
19 requirements of this act.

20 Section 17. Notwithstanding the repeal of the Florida  
21 Motor Vehicle No-Fault Law, which occurred on October 1, 2007,  
22 section 627.7403, Florida Statutes, is revived and reenacted  
23 to read:

24 627.7403 Mandatory joinder of derivative claim.--In  
25 any action brought pursuant to the provisions of s. 627.737  
26 claiming personal injuries, all claims arising out of the  
27 plaintiff's injuries, including all derivative claims, shall  
28 be brought together, unless good cause is shown why such  
29 claims should be brought separately.

30 Section 18. Notwithstanding the repeal of the Florida  
31 Motor Vehicle No-Fault Law, which occurred on October 1, 2007,

1 section 627.7405, Florida Statutes, is revived and reenacted  
2 to read:

3           627.7405 Insurers' right of  
4 reimbursement.--Notwithstanding any other provisions of ss.  
5 627.730-627.7405, any insurer providing personal injury  
6 protection benefits on a private passenger motor vehicle shall  
7 have, to the extent of any personal injury protection benefits  
8 paid to any person as a benefit arising out of such private  
9 passenger motor vehicle insurance, a right of reimbursement  
10 against the owner or the insurer of the owner of a commercial  
11 motor vehicle, if the benefits paid result from such person  
12 having been an occupant of the commercial motor vehicle or  
13 having been struck by the commercial motor vehicle while not  
14 an occupant of any self-propelled vehicle.

15           Section 19. This act revives and reenacts, with  
16 amendments, the Florida Motor Vehicle No-Fault Law, which  
17 expired by operation of law on October 1, 2007. This act is  
18 intended to be remedial and curative in nature and to minimize  
19 confusion concerning the changes made by this act to ss.  
20 627.730-627.7405, Florida Statutes. Therefore, the Florida  
21 Motor Vehicle No-Fault Law shall continue to be codified as  
22 ss. 627.730-627.7405, Florida Statutes, notwithstanding the  
23 repeal of those sections contained in s. 19, chapter 2003-411,  
24 Laws of Florida.

25           Section 20. Effective January 15, 2008, and applicable  
26 to policies issued or renewed on or after that date,  
27 paragraphs (a) and (c) of subsection (1), subsection (4),  
28 paragraphs (a) and (b) of subsection (5), subsection (8), and  
29 paragraphs (d) and (e) of subsection (10) of section 627.736,  
30 Florida Statutes, as reenacted and amended by this act, are  
31 amended, subsections (11), (12), and (13), as reenacted and

1 amended by this act, are redesignated as subsections (12),  
2 (13), and (14), respectively, and a new subsection (11) and  
3 subsections (15) and (16) are added to that section, to read:

4           627.736 Required personal injury protection benefits;  
5 exclusions; priority; claims.--

6           (1) REQUIRED BENEFITS.--Every insurance policy  
7 complying with the security requirements of s. 627.733 shall  
8 provide personal injury protection to the named insured,  
9 relatives residing in the same household, persons operating  
10 the insured motor vehicle, passengers in such motor vehicle,  
11 and other persons struck by such motor vehicle and suffering  
12 bodily injury while not an occupant of a self-propelled  
13 vehicle, subject to the provisions of subsection (2) and  
14 paragraph (4)(d), to a limit of \$10,000 for loss sustained by  
15 any such person as a result of bodily injury, sickness,  
16 disease, or death arising out of the ownership, maintenance,  
17 or use of a motor vehicle as follows:

18           (a) Medical benefits.--Eighty percent of all  
19 reasonable expenses for medically necessary medical, surgical,  
20 X-ray, dental, and rehabilitative services, including  
21 prosthetic devices, and medically necessary ambulance,  
22 hospital, and nursing services. However, the medical benefits  
23 shall provide reimbursement only for such services and care  
24 that is provided, ordered, or prescribed by a physician  
25 licensed under chapter 458 or chapter 459 or a dentist  
26 licensed under chapter 466 or that is provided by any of the  
27 following persons or entities:

28           1. A chiropractic physician licensed under chapter  
29 460.

30           2. A hospital or ambulatory surgical center licensed  
31 under chapter 395.

1           3. Emergency transportation and treatment by a person  
2 or entity licensed under ss. 401.2101-401.45.

3           4. An entity wholly owned by one or more physicians  
4 licensed under chapter 458 or chapter 459, chiropractic  
5 physicians licensed under chapter 460, or dentists licensed  
6 under chapter 466, or by such practitioner or practitioners  
7 and the spouse, parent, child, or sibling of that practitioner  
8 or those practitioners.

9           5. An entity wholly owned, directly or indirectly, by  
10 a hospital or hospitals.

11           6. A health care clinic licensed pursuant to ss.  
12 400.990-400.995 which is:

13           a. Accredited by the Joint Commission on Accreditation  
14 of Healthcare Organizations, the American Osteopathic  
15 Association, the Commission on Accreditation of Rehabilitation  
16 Facilities, or the Accreditation Association for Ambulatory  
17 Health Care, Inc.; or

18           b. A health care clinic that:

19           (I) Has a medical director licensed under chapter 458,  
20 chapter 459, or chapter 460;

21           (II) Has either been continuously licensed for more  
22 than 3 years or is a publicly traded corporation that issues  
23 securities traded on an exchange registered with the United  
24 States Securities and Exchange Commission as a national  
25 securities exchange; and

26           (III) Provides at least four of the following medical  
27 specialties:

28           (A) General medicine.

29           (B) Radiography.

30           (C) Orthopedic medicine.

31           (D) Physical medicine.



1           (E) Physical therapy.

2           (F) Physical rehabilitation.

3           (G) Prescribing or dispensing outpatient prescription  
4 medication.

5           (H) Laboratory services.

6  
7 The Financial Services Commission shall adopt by rule the form  
8 that must be used by an insurer and a health care provider  
9 specified in subparagraph 4., subparagraph 5., or subparagraph  
10 6. to document that the health care provider meets the  
11 criteria of this paragraph, which rule must include a  
12 requirement for a sworn statement or affidavit. Such benefits  
13 ~~shall also include necessary remedial treatment and services~~  
14 ~~recognized and permitted under the laws of the state for an~~  
15 ~~injured person who relies upon spiritual means through prayer~~  
16 ~~alone for healing, in accordance with his or her religious~~  
17 ~~beliefs; however, this sentence does not affect the~~  
18 ~~determination of what other services or procedures are~~  
19 ~~medically necessary.~~

20           (c) Death benefits.--Death benefits equal to the  
21 lesser of \$5,000 or the remainder of unused personal injury  
22 protection benefits per individual. The insurer may pay such  
23 benefits to the executor or administrator of the deceased, to  
24 any of the deceased's relatives by blood or legal adoption or  
25 connection by marriage, or to any person appearing to the  
26 insurer to be equitably entitled thereto.

27  
28 Only insurers writing motor vehicle liability insurance in  
29 this state may provide the required benefits of this section,  
30 and no such insurer shall require the purchase of any other  
31 motor vehicle coverage other than the purchase of property

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

17 |         (4) BENEFITS; WHEN DUE.--Benefits due from an insurer  
18 | under ss. 627.730-627.7405 shall be primary, except that  
19 | benefits received under any workers' compensation law shall be  
20 | credited against the benefits provided by subsection (1) and  
21 | shall be due and payable as loss accrues, upon receipt of  
22 | reasonable proof of such loss and the amount of expenses and  
23 | loss incurred which are covered by the policy issued under ss.  
24 | 627.730-627.7405. When the Agency for Health Care  
25 | Administration provides, pays, or becomes liable for medical  
26 | assistance under the Medicaid program related to injury,  
27 | sickness, disease, or death arising out of the ownership,  
28 | maintenance, or use of a motor vehicle, benefits under ss.  
29 | 627.730-627.7405 shall be subject to the provisions of the  
30 | Medicaid program.

31 |

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

5           (b) Personal injury protection insurance benefits paid  
6 pursuant to this section shall be overdue if not paid within  
7 30 days after the insurer is furnished written notice of the  
8 fact of a covered loss and of the amount of same. If such  
9 written notice is not furnished to the insurer as to the  
10 entire claim, any partial amount supported by written notice  
11 is overdue if not paid within 30 days after such written  
12 notice is furnished to the insurer. Any part or all of the  
13 remainder of the claim that is subsequently supported by  
14 written notice is overdue if not paid within 30 days after  
15 such written notice is furnished to the insurer. When an  
16 insurer pays only a portion of a claim or rejects a claim, the  
17 insurer shall provide at the time of the partial payment or  
18 rejection an itemized specification of each item that the  
19 insurer had reduced, omitted, or declined to pay and any  
20 information that the insurer desires the claimant to consider  
21 related to the medical necessity of the denied treatment or to  
22 explain the reasonableness of the reduced charge, provided  
23 that this shall not limit the introduction of evidence at  
24 trial; and the insurer shall include the name and address of  
25 the person to whom the claimant should respond and a claim  
26 number to be referenced in future correspondence. However,  
27 notwithstanding the fact that written notice has been  
28 furnished to the insurer, any payment shall not be deemed  
29 overdue when the insurer has reasonable proof to establish  
30 that the insurer is not responsible for the payment. For the  
31 purpose of calculating the extent to which any benefits are

1 overdue, payment shall be treated as being made on the date a  
2 draft or other valid instrument which is equivalent to payment  
3 was placed in the United States mail in a properly addressed,  
4 postpaid envelope or, if not so posted, on the date of  
5 delivery. This paragraph does not preclude or limit the  
6 ability of the insurer to assert that the claim was unrelated,  
7 was not medically necessary, or was unreasonable or that the  
8 amount of the charge was in excess of that permitted under, or  
9 in violation of, subsection (5). Such assertion by the insurer  
10 may be made at any time, including after payment of the claim  
11 or after the 30-day time period for payment set forth in this  
12 paragraph.

13 (c) Upon receiving notice of an accident that is  
14 potentially covered by personal injury protection benefits,  
15 the insurer must reserve \$5,000 of personal injury protection  
16 benefits for payment to physicians licensed under chapter 458  
17 or chapter 459 who provide emergency services and care, as  
18 defined in s. 395.002(9), or who provide hospital inpatient  
19 care. The amount required to be held in reserve may be used  
20 only to pay claims from such physicians until 30 days after  
21 the date the insurer receives notice of the accident. After  
22 the 30-day period, any amount of the reserve for which the  
23 insurer has not received notice of a claim from a physician  
24 who provided emergency services and care or who provided  
25 hospital inpatient care may then be used by the insurer to pay  
26 other claims. The time periods specified in paragraph (b) for  
27 required payment of personal injury protection benefits shall  
28 be tolled for the period of time that an insurer is required  
29 by this paragraph to hold payment of a claim that is not from  
30 a physician who provided emergency services and care or who  
31 provided hospital inpatient care.

1           ~~(d)~~(e) All overdue payments shall bear simple interest  
2 at the rate established under s. 55.03 or the rate established  
3 in the insurance contract, whichever is greater, for the year  
4 in which the payment became overdue, calculated from the date  
5 the insurer was furnished with written notice of the amount of  
6 covered loss. Interest shall be due at the time payment of the  
7 overdue claim is made.

8           ~~(e)~~(d) The insurer of the owner of a motor vehicle  
9 shall pay personal injury protection benefits for:

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

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

18           3. Accidental bodily injury sustained 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 the relative at the time of the accident is domiciled  
22 in the owner's household and is not himself or herself the  
23 owner of a motor vehicle with respect to which security is  
24 required under 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 or,  
27 if a resident of this state, while not an occupant of a  
28 self-propelled vehicle, if the injury is caused by physical  
29 contact with such motor vehicle, provided the injured person  
30 is not himself or herself:

31

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

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

5           ~~(f)(e)~~ If two or more insurers are liable to pay  
6 personal injury protection benefits for the same injury to any  
7 one person, the maximum payable shall be as specified in  
8 subsection (1), and any insurer paying the benefits shall be  
9 entitled to recover from each of the other insurers an  
10 equitable pro rata share of the benefits paid and expenses  
11 incurred in processing the claim.

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

16           ~~(h)(g)~~ Benefits shall not be due or payable to or on  
17 the behalf of an insured person if that person has committed,  
18 by a material act or omission, any insurance fraud relating to  
19 personal injury protection coverage under his or her policy,  
20 if the fraud is admitted to in a sworn statement by the  
21 insured or if it is established in a court of competent  
22 jurisdiction. Any insurance fraud shall void all coverage  
23 arising from the claim related to such fraud under the  
24 personal injury protection coverage of the insured person who  
25 committed the fraud, irrespective of whether a portion of the  
26 insured person's claim may be legitimate, and any benefits  
27 paid prior to the discovery of the insured person's insurance  
28 fraud shall be recoverable by the insurer from the person who  
29 committed insurance fraud in their entirety. The prevailing  
30 party is entitled to its costs and attorney's fees in any  
31

1 action in which it prevails in an insurer's action to enforce  
2 its right of recovery under this paragraph.

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

4 (a)1. Any physician, hospital, clinic, or other person  
5 or institution lawfully rendering treatment to an injured  
6 person for a bodily injury covered by personal injury  
7 protection insurance may charge the insurer and injured party  
8 only a reasonable amount pursuant to this section for the  
9 services and supplies rendered, and the insurer providing such  
10 coverage may pay for such charges directly to such person or  
11 institution lawfully rendering such treatment, if the insured  
12 receiving such treatment or his or her guardian has  
13 countersigned the properly completed invoice, bill, or claim  
14 form approved by the office upon which such charges are to be  
15 paid for as having actually been rendered, to the best  
16 knowledge of the insured or his or her guardian. In no event,  
17 however, may such a charge be in excess of the amount the  
18 person or institution customarily charges for like services or  
19 supplies. With respect to a determination of whether a charge  
20 for a particular service, treatment, or otherwise is  
21 reasonable, consideration may be given to evidence of usual  
22 and customary charges and payments accepted by the provider  
23 involved in the dispute, and reimbursement levels in the  
24 community and various federal and state medical fee schedules  
25 applicable to automobile and other insurance coverages, and  
26 other information relevant to the reasonableness of the  
27 reimbursement for the service, treatment, or supply.

28 2. The insurer may limit reimbursement to 80 percent  
29 of the following schedule of maximum charges:

30 a. For emergency transport and treatment by providers  
31 licensed under chapter 401, 200 percent of Medicare.

1           b. For emergency services and care provided by a  
2 hospital licensed under chapter 395, 75 percent of the  
3 hospital's usual and customary charges.

4           c. For emergency services and care rendered by a  
5 physician and related hospital inpatient services rendered by  
6 a physician, the usual and customary charges in the community.

7           d. For hospital inpatient services, other than  
8 emergency services and care, 200 percent of the Medicare Part  
9 A prospective payment applicable to the specific hospital  
10 providing the inpatient services.

11           e. For hospital outpatient services, other than  
12 emergency services and care, 200 percent of the Medicare Part  
13 A Ambulatory Payment Classification for the specific hospital  
14 providing the outpatient services.

15           f. For all other medical services, supplies, and care,  
16 200 percent of the applicable Medicare Part B fee schedule.  
17 However, if such services, supplies, or care are not  
18 reimbursable under Medicare Part B, the insurer may limit  
19 reimbursement to 80 percent of the maximum reimbursable  
20 allowance under workers' compensation, as determined under s.  
21 440.13 and rules adopted thereunder which are in effect at the  
22 time such services, supplies, or care are provided. Services,  
23 supplies, or care that are not reimbursable under Medicare or  
24 workers' compensation are not required to be reimbursed by the  
25 insurer.

26           3. For purposes of subparagraph 2., the applicable fee  
27 schedule or payment limitation under Medicare is the fee  
28 schedule or payment limitation in effect at the time the  
29 services, supplies, or care were rendered and for the area in  
30 which such services were rendered.

31



1           4. Subparagraph 2. does not allow the insurer to apply  
2 any limitation on the number of treatments or other  
3 utilization limits that apply under Medicare or workers'  
4 compensation. An insurer that applies the allowable payment  
5 limitations of subparagraph 2. must reimburse a provider who  
6 lawfully provided care or treatment under the scope of his or  
7 her license, regardless of whether such provider would be  
8 entitled to reimbursement under Medicare due to restrictions  
9 or limitations on the types or discipline of health care  
10 providers who may be reimbursed for particular procedures or  
11 procedure codes.

12           5. If an insurer limits payment as authorized by  
13 subparagraph 2., the person providing such services, supplies,  
14 or care may not bill or attempt to collect from the insured  
15 any amount in excess of such limits, except for amounts that  
16 are not covered by the insured's personal injury protection  
17 coverage due to the coinsurance amount or maximum policy  
18 limits.

19           (b)1. An insurer or insured is not required to pay a  
20 claim or charges:

21           a. Made by a broker or by a person making a claim on  
22 behalf of a broker;

23           b. For any service or treatment that was not lawful at  
24 the time rendered;

25           c. To any person who knowingly submits a false or  
26 misleading statement relating to the claim or charges;

27           d. With respect to a bill or statement that does not  
28 substantially meet the applicable requirements of paragraph  
29 (d);

30           e. For any treatment or service that is upcoded, or  
31 that is unbundled when such treatment or services should be

1 | bundled, in accordance with paragraph (d). To facilitate  
2 | prompt payment of lawful services, an insurer may change codes  
3 | that it determines to have been improperly or incorrectly  
4 | upcoded or unbundled, and may make payment based on the  
5 | changed codes, without affecting the right of the provider to  
6 | dispute the change by the insurer, provided that before doing  
7 | so, the insurer must contact the health care provider and  
8 | discuss the reasons for the insurer's change and the health  
9 | care provider's reason for the coding, or make a reasonable  
10 | good faith effort to do so, as documented in the insurer's  
11 | file; and

12 |         f. For medical services or treatment billed by a  
13 | physician and not provided in a hospital unless such services  
14 | are rendered by the physician or are incident to his or her  
15 | professional services and are included on the physician's  
16 | bill, including documentation verifying that the physician is  
17 | responsible for the medical services that were rendered and  
18 | billed.

19 |         ~~2. Charges for medically necessary cephalic~~  
20 | ~~thermograms, peripheral thermograms, spinal ultrasounds,~~  
21 | ~~extremity ultrasounds, video fluoroscopy, and surface~~  
22 | ~~electromyography shall not exceed the maximum reimbursement~~  
23 | ~~allowance for such procedures as set forth in the applicable~~  
24 | ~~fee schedule or other payment methodology established pursuant~~  
25 | ~~to s. 440.13.~~

26 |         ~~3. Allowable amounts that may be charged to a personal~~  
27 | ~~injury protection insurance insurer and insured for medically~~  
28 | ~~necessary nerve conduction testing when done in conjunction~~  
29 | ~~with a needle electromyography procedure and both are~~  
30 | ~~performed and billed solely by a physician licensed under~~  
31 | ~~chapter 458, chapter 459, chapter 460, or chapter 461 who is~~

1 ~~also certified by the American Board of Electrodiagnostic~~  
2 ~~Medicine or by a board recognized by the American Board of~~  
3 ~~Medical Specialties or the American Osteopathic Association or~~  
4 ~~who holds diplomate status with the American Chiropractic~~  
5 ~~Neurology Board or its predecessors shall not exceed 200~~  
6 ~~percent of the allowable amount under the participating~~  
7 ~~physician fee schedule of Medicare Part B for year 2001, for~~  
8 ~~the area in which the treatment was rendered, adjusted~~  
9 ~~annually on August 1 to reflect the prior calendar year's~~  
10 ~~changes in the annual Medical Care Item of the Consumer Price~~  
11 ~~Index for All Urban Consumers in the South Region as~~  
12 ~~determined by the Bureau of Labor Statistics of the United~~  
13 ~~States Department of Labor.~~

14 ~~4. Allowable amounts that may be charged to a personal~~  
15 ~~injury protection insurance insurer and insured for medically~~  
16 ~~necessary nerve conduction testing that does not meet the~~  
17 ~~requirements of subparagraph 3. shall not exceed the~~  
18 ~~applicable fee schedule or other payment methodology~~  
19 ~~established pursuant to s. 440.13.~~

20 ~~5. Allowable amounts that may be charged to a personal~~  
21 ~~injury protection insurance insurer and insured for magnetic~~  
22 ~~resonance imaging services shall not exceed 175 percent of the~~  
23 ~~allowable amount under the participating physician fee~~  
24 ~~schedule of Medicare Part B for year 2001, for the area in~~  
25 ~~which the treatment was rendered, adjusted annually on August~~  
26 ~~1 to reflect the prior calendar year's changes in the annual~~  
27 ~~Medical Care Item of the Consumer Price Index for All Urban~~  
28 ~~Consumers in the South Region as determined by the Bureau of~~  
29 ~~Labor Statistics of the United States Department of Labor for~~  
30 ~~the 12 month period ending June 30 of that year, except that~~  
31 ~~allowable amounts that may be charged to a personal injury~~

1 ~~protection insurance insurer and insured for magnetic~~  
2 ~~resonance imaging services provided in facilities accredited~~  
3 ~~by the Accreditation Association for Ambulatory Health Care,~~  
4 ~~the American College of Radiology, or the Joint Commission on~~  
5 ~~Accreditation of Healthcare Organizations shall not exceed 200~~  
6 ~~percent of the allowable amount under the participating~~  
7 ~~physician fee schedule of Medicare Part B for year 2001, for~~  
8 ~~the area in which the treatment was rendered, adjusted~~  
9 ~~annually on August 1 to reflect the prior calendar year's~~  
10 ~~changes in the annual Medical Care Item of the Consumer Price~~  
11 ~~Index for All Urban Consumers in the South Region as~~  
12 ~~determined by the Bureau of Labor Statistics of the United~~  
13 ~~States Department of Labor for the 12 month period ending June~~  
14 ~~30 of that year. This paragraph does not apply to charges for~~  
15 ~~magnetic resonance imaging services and nerve conduction~~  
16 ~~testing for inpatients and emergency services and care as~~  
17 ~~defined in chapter 395 rendered by facilities licensed under~~  
18 ~~chapter 395.~~

19 2.6. The Department of Health, in consultation with  
20 the appropriate professional licensing boards, shall adopt, by  
21 rule, a list of diagnostic tests deemed not to be medically  
22 necessary for use in the treatment of persons sustaining  
23 bodily injury covered by personal injury protection benefits  
24 under this section. The initial list shall be adopted by  
25 January 1, 2004, and shall be revised from time to time as  
26 determined by the Department of Health, in consultation with  
27 the respective professional licensing boards. Inclusion of a  
28 test on the list of invalid diagnostic tests shall be based on  
29 lack of demonstrated medical value and a level of general  
30 acceptance by the relevant provider community and shall not be  
31 dependent for results entirely upon subjective patient

1 response. Notwithstanding its inclusion on a fee schedule in  
2 this subsection, an insurer or insured is not required to pay  
3 any charges or reimburse claims for any invalid diagnostic  
4 test as determined by the Department of Health.

5 (8) APPLICABILITY OF PROVISION REGULATING ATTORNEY'S  
6 FEES.--With respect to any dispute under the provisions of ss.  
7 627.730-627.7405 between the insured and the insurer, or  
8 between an assignee of an insured's rights and the insurer,  
9 the provisions of s. 627.428 shall apply, except as provided  
10 in subsections ~~subsection~~ (10) and (15).

11 (10) DEMAND LETTER.--

12 (d) If, within 30 ~~15~~ days after receipt of notice by  
13 the insurer, the overdue claim specified in the notice is paid  
14 by the insurer together with applicable interest and a penalty  
15 of 10 percent of the overdue amount paid by the insurer,  
16 subject to a maximum penalty of \$250, no action may be brought  
17 against the insurer. If the demand involves an insurer's  
18 withdrawal of payment under paragraph (7)(a) for future  
19 treatment not yet rendered, no action may be brought against  
20 the insurer if, within 30 ~~15~~ days after its receipt of the  
21 notice, the insurer mails to the person filing the notice a  
22 written statement of the insurer's agreement to pay for such  
23 treatment in accordance with the notice and to pay a penalty  
24 of 10 percent, subject to a maximum penalty of \$250, when it  
25 pays for such future treatment in accordance with the  
26 requirements of this section. To the extent the insurer  
27 determines not to pay any amount demanded, the penalty shall  
28 not be payable in any subsequent action. For purposes of this  
29 subsection, payment or the insurer's agreement shall be  
30 treated as being made on the date a draft or other valid  
31 instrument that is equivalent to payment, or the insurer's

1 written statement of agreement, is placed in the United States  
2 mail in a properly addressed, postpaid envelope, or if not so  
3 posted, on the date of delivery. The insurer ~~is shall not be~~  
4 obligated to pay any attorney's fees if the insurer pays the  
5 claim or mails its agreement to pay for future treatment  
6 within the time prescribed by this subsection.

7 (e) The applicable statute of limitation for an action  
8 under this section shall be tolled for a period of 30 ~~15~~  
9 business days by the mailing of the notice required by this  
10 subsection.

11 (11) FAILURE TO PAY VALID CLAIMS; UNFAIR OR DECEPTIVE  
12 PRACTICE.--

13 (a) If an insurer fails to pay valid claims for  
14 personal injury protection with such frequency so as to  
15 indicate a general business practice, the insurer is engaging  
16 in a prohibited unfair or deceptive practice that is subject  
17 to the penalties provided in s. 626.9521 and the office has  
18 the powers and duties specified in ss. 626.9561-626.9601 with  
19 respect thereto.

20 (b) Notwithstanding s. 501.212, the Department of  
21 Legal Affairs may investigate and initiate actions for a  
22 violation of this subsection, including, but not limited to,  
23 the powers and duties specified in part II of chapter 501.

24 (15) ALL CLAIMS BROUGHT IN A SINGLE ACTION.--In any  
25 civil action to recover personal injury protection benefits  
26 brought by a claimant pursuant to this section against an  
27 insurer, all claims related to the same health care provider  
28 for the same injured person shall be brought in one action,  
29 unless good cause is shown why such claims should be brought  
30 separately. If the court determines that a civil action is  
31 filed for a claim that should have been brought in a prior

1 civil action, the court may not award attorney's fees to the  
2 claimant.

3 (16) SECURE ELECTRONIC DATA TRANSFER.--Any electronic  
4 notice, documentation, transmission, or communication of any  
5 kind required or authorized under ss. 627.730-627.7405 must be  
6 transmitted by secure electronic data transfer that is  
7 consistent with state and federal privacy and security laws.

8 Section 21. Effective January 15, 2008, and applicable  
9 to policies issued or renewed on or after that date, section  
10 627.739, Florida Statutes, as reenacted by this act, is  
11 amended to read:

12 627.739 Personal injury protection; optional  
13 limitations; ~~deductibles~~.--

14 (1) The named insured may elect ~~a deductible or~~  
15 modified coverage as specified in subsection (2) ~~or~~  
16 ~~combination thereof~~ to apply to the named insured alone or to  
17 the named insured and dependent relatives residing in the same  
18 household, but may not elect ~~a deductible or~~ modified coverage  
19 to apply to any other person covered under the policy.

20 ~~(2) Insurers shall offer to each applicant and to each~~  
21 ~~policyholder, upon the renewal of an existing policy,~~  
22 ~~deductibles, in amounts of \$250, \$500, and \$1,000. The~~  
23 ~~deductible amount must be applied to 100 percent of the~~  
24 ~~expenses and losses described in s. 627.736. After the~~  
25 ~~deductible is met, each insured is eligible to receive up to~~  
26 ~~\$10,000 in total benefits described in s. 627.736(1). However,~~  
27 ~~this subsection shall not be applied to reduce the amount of~~  
28 ~~any benefits received in accordance with s. 627.736(1)(c).~~

29 (2)(3) Insurers shall offer coverage wherein, at the  
30 election of the named insured, the benefits for loss of gross  
31

1 income and loss of earning capacity described in s.  
2 627.736(1)(b) shall be excluded.

3 ~~(3)(4)~~ The named insured shall not be prevented from  
4 electing ~~a deductible under subsection (2) and~~ modified  
5 coverage under subsection ~~(2)(3)~~. Each election made by the  
6 named insured under this section shall result in an  
7 appropriate reduction of premium associated with that  
8 election.

9 ~~(4)(5)~~ All Such offer ~~offers~~ shall be made in clear  
10 and unambiguous language at the time the initial application  
11 is taken and prior to each annual renewal and shall indicate  
12 that a premium reduction will result from such ~~each~~ election.  
13 At the option of the insurer, the requirements of the  
14 preceding sentence are met by using forms of notice approved  
15 by the office, or by providing the following notice in  
16 10-point type in the insurer's application for initial  
17 issuance of a policy of motor vehicle insurance and the  
18 insurer's annual notice of renewal premium:

19  
20 For personal injury protection insurance, the  
21 named insured may elect ~~a deductible and~~ to  
22 exclude coverage for loss of gross income and  
23 loss of earning capacity ("lost wages"). This  
24 election applies ~~These elections apply~~ to the  
25 named insured alone, or to the named insured  
26 and all dependent resident relatives. A premium  
27 reduction will result from this election ~~these~~  
28 ~~elections~~. The named insured is hereby advised  
29 not to elect the lost wage exclusion if the  
30 named insured or dependent resident relatives  
31



1           are employed, since lost wages will not be  
2           payable in the event of an accident.

3           Section 22. (1) The Legislature intends that the  
4 provisions of this act reviving and reenacting the Florida  
5 Motor Vehicle No-Fault Law apply to policies issued on or  
6 after the effective date of this act.

7           (2) Each insurer that issued coverage for a motor  
8 vehicle that is subject to the Florida Motor Vehicle No-Fault  
9 Law shall, within 30 days after the effective date of this  
10 act, mail or deliver a revised notice of the premium and  
11 policy changes to each policyholder whose policy has an  
12 effective date on or after the effective date of this act and  
13 who was previously issued a motor vehicle insurance policy or  
14 sent a renewal notice based on the assumption that the Florida  
15 Motor Vehicle No-Fault Law would be repealed on October 1,  
16 2007. For a renewal policy, the coverage must provide the same  
17 limits of personal injury protection coverage, the same  
18 deductible from personal injury protection coverage, and the  
19 same limits of medical payments coverage as provided in the  
20 prior policy, unless the policyholder elects different limits  
21 that are available. The effective date of the revised policy  
22 or renewal shall be the same as the effective date specified  
23 in the prior notice. The revised notice of premium and  
24 coverage changes are exempt from the requirements of ss.  
25 627.7277, 627.728, and 627.7282, Florida Statutes. The  
26 policyholder has a period of 30 days, or a longer period if  
27 specified by the insurer, following receipt of the revised  
28 notice within which to pay any additional amount of premium  
29 due and thereby maintain the policy in force as specified in  
30 this section. Alternatively, the policyholder may cancel the  
31 policy within this time period and obtain a refund of the

1 unearned premium. If the policyholder fails to timely respond  
2 to the notice, the insurer must cancel the policy and return  
3 any unearned premium to the insured. The date on which the  
4 policy will be canceled shall be stated in the notice and may  
5 not be less than 35 days after the date of the notice. The  
6 amount of unearned premium due to the policyholder shall be  
7 calculated on a pro rata basis. The failure of an insurer to  
8 timely mail or deliver a revised notice as required by this  
9 subsection does not affect the other requirements of this  
10 section.

11 (3) With respect to a policy providing personal injury  
12 protection coverage having an effective date between the  
13 effective date of this act and January 14, 2008, inclusive,  
14 the insurer shall use the forms and rates it had in effect on  
15 September 30, 2007, for all coverages in that policy unless  
16 the insurer makes a new rate or form filing that is approved  
17 by the Office of Insurance Regulation or otherwise legally  
18 allowed.

19 (4) The Legislature recognizes that some persons have  
20 been issued a motor vehicle insurance policy effective on or  
21 after October 1, 2007, and before the effective date of this  
22 act, which does not include personal injury protection, based  
23 upon the expected repeal of the Florida Motor Vehicle No-Fault  
24 Law on October 1, 2007, pursuant to s. 19, chapter 2003-411,  
25 Laws of Florida. Any such person:

26 (a) May continue to own and operate a motor vehicle in  
27 this state without being subject to any sanction for failing  
28 to maintain personal injury protection coverage if that person  
29 continues to meet statutory requirements relating to property  
30 damage liability coverage and obtains personal injury  
31

1 protection coverage that takes effect no later than December  
2 1, 2007.

3 (b) Is not subject to the provisions of s. 627.737,  
4 Florida Statutes, relating to the exemption from tort  
5 liability with respect to injuries sustained by the person in  
6 a motor vehicle crash occurring while the policy without  
7 personal injury protection coverage is in effect but not later  
8 than November 30, 2007. This paragraph also applies during  
9 such period to any person who would have been covered under a  
10 personal injury protection policy if such a policy had been  
11 maintained on such motor vehicle.

12 (5) Each insurer shall, by October 31, 2007, provide  
13 written notification to each insured referred to in subsection  
14 (4) informing the insured that he or she must obtain personal  
15 injury protection coverage that takes effect no later than  
16 December 1, 2007. Such notice must include the premium for  
17 such coverage and the premium credit, if any, which will be  
18 provided for other coverage, such as bodily injury liability  
19 coverage or uninsured motorist coverage, as required by  
20 subsection (3). Alternatively, the insurer may add an  
21 endorsement to the policy to provide personal injury  
22 protection coverage as required by law, effective no later  
23 than December 1, 2007, without requiring any additional  
24 payment from the insured, and shall provide written  
25 notification to the insured of such endorsement by October 31,  
26 2007.

27 Section 23. Except as otherwise expressly provided in  
28 this act, this act shall take effect upon becoming a law.  
29  
30  
31