

By the Committee on Banking and Insurance; and Senators Posey and Margolis

597-492-08

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; authorizing notices and  
8 communications required or authorized under the  
9 Florida Motor Vehicle No-Fault Law to be  
10 transmitted electronically under certain  
11 conditions; providing for application of the  
12 Florida Motor Vehicle No-Fault Law, as revived,  
13 reenacted, and amended; providing legislative  
14 findings; requiring insurers to revise or  
15 endorse motor vehicle insurance policies that  
16 are in force on a specified date; providing  
17 requirements for notice and rate filings;  
18 requiring that revised rates be applied on a  
19 pro rata basis for the remainder of the term of  
20 such policies; clarifying the nonapplication of  
21 certain laws governing reports to the  
22 Department of Highway Safety and Motor Vehicles  
23 and requiring personal injury protection  
24 coverage; specifying that the act does not  
25 abrogate requirements for a vehicle owner to  
26 maintain property damage liability coverage or  
27 an insurer to report to the department the  
28 issuance, cancellation, or nonrenewal of such  
29 coverage; providing effective dates.

30  
31 Be It Enacted by the Legislature of the State of Florida:

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

3           316.646 Security required; proof of security and  
4 display thereof; dismissal of cases.--

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

17           (3) Any person who violates this section commits a  
18 nonmoving traffic infraction subject to the penalty provided  
19 in chapter 318 and shall be required to furnish proof of  
20 security as provided in this section. If any person charged  
21 with a violation of this section fails to furnish proof, at or  
22 before the scheduled court appearance date, that security was  
23 in effect at the time of the violation, the court may  
24 immediately suspend the registration and driver's license of  
25 such person. Such license and registration may ~~only~~ be  
26 reinstated only as provided in s. 324.0221 ~~s. 627.733~~.

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

29           320.02 Registration required; application for  
30 registration; forms.--

31

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

1 insurance company)... under ...(policy number)... covering  
2 ...(make, year, and vehicle identification number of  
3 vehicle).... ...(Signature of Insured)...

4  
5 Such affidavit shall include the following warning:

6  
7 WARNING: GIVING FALSE INFORMATION IN ORDER TO OBTAIN A VEHICLE  
8 REGISTRATION CERTIFICATE IS A CRIMINAL OFFENSE UNDER FLORIDA  
9 LAW. ANYONE GIVING FALSE INFORMATION ON THIS AFFIDAVIT IS  
10 SUBJECT TO PROSECUTION.

11  
12 When an application is made through a licensed motor vehicle  
13 dealer as required in s. 319.23, the original or a photostatic  
14 copy of such card, insurance policy, insurance policy binder,  
15 or certificate of insurance or the original affidavit from the  
16 insured shall be forwarded by the dealer to the tax collector  
17 of the county or the Department of Highway Safety and Motor  
18 Vehicles for processing. By executing the aforesaid affidavit,  
19 no licensed motor vehicle dealer will be liable in damages for  
20 any inadequacy, insufficiency, or falsification of any  
21 statement contained therein. A card shall also indicate the  
22 existence of any bodily injury liability insurance voluntarily  
23 purchased.

24 (d) The verifying of proof of personal injury  
25 protection insurance, proof of property damage liability  
26 insurance, proof of combined bodily liability insurance and  
27 property damage liability insurance, or proof of financial  
28 responsibility insurance and the issuance or failure to issue  
29 the motor vehicle registration under the provisions of this  
30 chapter may not be construed in any court as a warranty of the  
31 reliability or accuracy of the evidence of such proof. Neither

1 | the department nor any tax collector is liable in damages for  
2 | any inadequacy, insufficiency, falsification, or unauthorized  
3 | modification of any item of the proof of personal injury  
4 | protection insurance, proof of property damage liability  
5 | insurance, proof of combined bodily liability insurance and  
6 | property damage liability insurance, or proof of financial  
7 | responsibility insurance ~~either~~ prior to, during, or  
8 | subsequent to the verification of the proof. The issuance of a  
9 | motor vehicle registration does not constitute prima facie  
10 | evidence or a presumption of insurance coverage.

11 |       Section 3. Section 321.245, Florida Statutes, is  
12 | amended to read:

13 |           321.245 Disposition of certain funds in the Highway  
14 | Safety Operating Trust Fund.--The director of the Florida  
15 | Highway Patrol, after receiving recommendations from the  
16 | commander of the auxiliary, is authorized to purchase uniforms  
17 | and equipment for auxiliary law enforcement officers as  
18 | defined in s. 321.24 from funds described in s. 324.0221(3) ~~s.~~  
19 | ~~627.733(7)~~. The amounts expended under this section shall not  
20 | exceed \$50,000 in any one fiscal year.

21 |       Section 4. Section 324.022, Florida Statutes, is  
22 | amended to read:

23 |           324.022 Financial responsibility for property  
24 | damage.--

25 |       (1) Every owner or operator of a motor vehicle, ~~which~~  
26 | ~~motor vehicle is subject to the requirements of ss.~~  
27 | ~~627.730 627.7405 and~~ required to be registered in this state,  
28 | ~~shall, by one of the methods established in s. 324.031 or by~~  
29 | ~~having a policy that complies with s. 627.7275,~~ establish and  
30 | maintain the ability to respond in damages for liability on  
31 | account of accidents arising out of the use of the motor



1 vehicle in the amount of \$10,000 because of damage to, or  
2 destruction of, property of others in any one crash. The  
3 requirements of this section may be met by one of the methods  
4 established in s. 324.031; by self-insuring as authorized by  
5 s. 768.28(16); or by maintaining an insurance policy providing  
6 coverage for property damage liability in the amount of at  
7 least \$10,000 because of damage to, or destruction of,  
8 property of others in any one accident arising out of the use  
9 of the motor vehicle. The requirements of this section may  
10 also be met by having a policy which provides coverage in the  
11 amount of at least \$30,000 for combined property damage  
12 liability and bodily injury liability for any one crash  
13 arising out of the use of the motor vehicle. The policy, with  
14 respect to coverage for property damage liability, must meet  
15 the applicable requirements of s. 324.151, subject to the  
16 usual policy exclusions that have been approved in policy  
17 forms by the Office of Insurance Regulation. No insurer shall  
18 have any duty to defend uncovered claims irrespective of their  
19 joinder with covered claims.

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

21 (a) "Motor vehicle" means any self-propelled vehicle  
22 that has four or more wheels and that is of a type designed  
23 and required to be licensed for use on the highways of this  
24 state, and any trailer or semitrailer designed for use with  
25 such vehicle. The term does not include:

26 1. A mobile home.

27 2. A motor vehicle that is used in mass transit and  
28 designed to transport more than five passengers, exclusive of  
29 the operator of the motor vehicle, and that is owned by a  
30 municipality, transit authority, or political subdivision of  
31 the state.

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

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

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

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

15           (4) The owner or registrant of a motor vehicle is  
16 exempt from the requirements of this section if she or he is a  
17 member of the United States Armed Forces and is called to or  
18 on active duty outside the United States in an emergency  
19 situation. The exemption provided by this subsection applies  
20 only as long as the member of the Armed Forces is on such  
21 active duty outside the United States and applies only while  
22 the vehicle is not operated by any person. Upon receipt of a  
23 written request by the insured to whom the exemption provided  
24 in this subsection applies, the insurer shall cancel the  
25 coverages and return any unearned premium or suspend the  
26 security required by this section. Notwithstanding s.  
27 324.0221(3), the department may not suspend the registration  
28 or operator's license of any owner or registrant of a motor  
29 vehicle during the time she or he qualifies for an exemption  
30 under this subsection. Any owner or registrant of a motor  
31 vehicle who qualifies for an exemption under this subsection

1 shall immediately notify the department prior to and at the  
2 end of the expiration of the exemption.

3 Section 5. Section 324.0221, Florida Statutes, is  
4 created to read:

5 324.0221 Reports by insurers to the department;  
6 suspension of driver's license and vehicle registrations;  
7 reinstatement.--

8 (1)(a) Each insurer that has issued a policy providing  
9 personal injury protection coverage or property damage  
10 liability coverage shall report the renewal, cancellation, or  
11 nonrenewal thereof to the department within 45 days after the  
12 effective date of each renewal, cancellation, or nonrenewal.  
13 Upon the issuance of a policy providing personal injury  
14 protection coverage or property damage liability coverage to a  
15 named insured not previously insured by the insurer during  
16 that calendar year, the insurer shall report the issuance of  
17 the new policy to the department within 30 days. The report  
18 shall be in the form and format and contain any information  
19 required by the department and must be provided in a format  
20 that is compatible with the data-processing capabilities of  
21 the department. The department may adopt rules regarding the  
22 form and documentation required. Failure by an insurer to file  
23 proper reports with the department as required by this  
24 subsection or rules adopted with respect to the requirements  
25 of this subsection constitutes a violation of the Florida  
26 Insurance Code. These records shall be used by the department  
27 only for enforcement and regulatory purposes, including the  
28 generation by the department of data regarding compliance by  
29 owners of motor vehicles with the requirements for financial  
30 responsibility coverage.

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

16           **(2) The department shall suspend, after due notice and**  
17 **an opportunity to be heard, the registration and driver's**  
18 **license of any owner or registrant of a motor vehicle with**  
19 **respect to which security is required under ss. 324.022 and**  
20 **627.733 upon:**

21           **(a) The department's records showing that the owner or**  
22 **registrant of such motor vehicle did not have in full force**  
23 **and effect when required security that complies with the**  
24 **requirements of ss. 324.022 and 627.733; or**

25           **(b) Notification by the insurer to the department, in**  
26 **a form approved by the department, of cancellation or**  
27 **termination of the required security.**

28           **(3) An operator or owner whose driver's license or**  
29 **registration has been suspended under this section or s.**  
30 **316.646 may effect its reinstatement upon compliance with the**  
31 **requirements of this section and upon payment to the**

1 department of a nonrefundable reinstatement fee of \$150 for  
2 the first reinstatement. The reinstatement fee is \$250 for the  
3 second reinstatement and \$500 for each subsequent  
4 reinstatement during the 3 years following the first  
5 reinstatement. A person reinstating her or his insurance under  
6 this subsection must also secure noncancelable coverage as  
7 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 adopted by the department, and such proof  
10 shall be maintained for 2 years. If the person does not have a  
11 second reinstatement within 3 years after her or his initial  
12 reinstatement, the reinstatement fee is \$150 for the first  
13 reinstatement after that 3-year period. If a person's license  
14 and registration are suspended under this section or s.  
15 316.646, only one reinstatement fee must be paid to reinstate  
16 the license and the registration. All fees shall be collected  
17 by the department at the time of reinstatement. The department  
18 shall issue proper receipts for such fees and shall promptly  
19 deposit those fees in the Highway Safety Operating Trust Fund.  
20 One-third of the fees collected under this subsection shall be  
21 distributed from the Highway Safety Operating Trust Fund to  
22 the local governmental entity or state agency that employed  
23 the law enforcement officer seizing the license plate pursuant  
24 to s. 324.201. The funds may be used by the local governmental  
25 entity or state agency for any authorized purpose.

26 Section 6. Section 627.7275, Florida Statutes, is  
27 amended to read:

28 627.7275 Motor vehicle liability.--

29 (1) A motor vehicle insurance policy providing  
30 personal injury protection as set forth in s. 627.736 may not  
31 be delivered or issued for delivery in this state with respect

1 to any specifically insured or identified motor vehicle  
2 registered or principally garaged in this state unless the  
3 policy also provides coverage for property damage liability as  
4 required by s. 324.022. ~~in the amount of at least \$10,000~~  
5 ~~because of damage to, or destruction of, property of others in~~  
6 ~~any one accident arising out of the use of the motor vehicle~~  
7 ~~or unless the policy provides coverage in the amount of at~~  
8 ~~least \$30,000 for combined property damage liability and~~  
9 ~~bodily injury liability in any one accident arising out of the~~  
10 ~~use of the motor vehicle. The policy, as to coverage of~~  
11 ~~property damage liability, must meet the applicable~~  
12 ~~requirements of s. 324.151, subject to the usual policy~~  
13 ~~exclusions that have been approved in policy forms by the~~  
14 ~~office.~~

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

18 1. Coverage under policies as described in subsection  
19 (1) to any applicant for private passenger motor vehicle  
20 insurance coverage who is seeking the coverage in order to  
21 reinstate the applicant's driving privileges in this state  
22 when the driving privileges were revoked or suspended pursuant  
23 to s. 316.646 or s. 324.0221 ~~s. 627.733~~ due to the failure of  
24 the applicant to maintain required security.

25 2. Coverage under policies as described in subsection  
26 (1), which also provides liability coverage for bodily injury,  
27 death, and property damage arising out of the ownership,  
28 maintenance, or use of the motor vehicle in an amount not less  
29 than the limits described in s. 324.021(7) and conforms to the  
30 requirements of s. 324.151, to any applicant for private  
31 passenger motor vehicle insurance coverage who is seeking the

1 coverage in order to reinstate the applicant's driving  
2 privileges in this state after such privileges were revoked or  
3 suspended under s. 316.193 or s. 322.26(2) for driving under  
4 the influence.

5 (b) The policies described in paragraph (a) shall be  
6 issued for a period of at least 6 months and as to the minimum  
7 coverages required under this section shall not be cancelable  
8 by the insured for any reason or by the insurer after a period  
9 not to exceed 30 days during which the insurer must complete  
10 underwriting of the policy. After the insurer has completed  
11 underwriting the policy within the 30-day period, the insurer  
12 shall notify the Department of Highway Safety and Motor  
13 Vehicles that the policy is in full force and effect and the  
14 policy shall not be cancelable for the remainder of the policy  
15 period. A premium shall be collected and coverage shall be in  
16 effect for the 30-day period during which the insurer is  
17 completing the underwriting of the policy whether or not the  
18 person's driver license, motor vehicle tag, and motor vehicle  
19 registration are in effect. Once the noncancelable provisions  
20 of the policy become effective, the coverage or risk shall not  
21 be changed during the policy period and the premium shall be  
22 nonrefundable. If, during the pendency of the 2-year proof of  
23 insurance period required under s. 324.0221 ~~s. 627.733(7)~~ or  
24 during the 3-year proof of financial responsibility required  
25 under s. 324.131, whichever is applicable, the insured obtains  
26 additional coverage or coverage for an additional risk or  
27 changes territories, the insured must obtain a new 6-month  
28 noncancelable policy in accordance with the provisions of this  
29 section. However, if the insured must obtain a new 6-month  
30 policy and obtains the policy from the same insurer, the  
31

1 | policyholder shall receive credit on the new policy for any  
2 | premium paid on the previously issued policy.

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

5 |       (d) An insurer issuing a policy subject to this  
6 | section may cancel the policy if, during the policy term, the  
7 | named insured or any other operator, who resides in the same  
8 | household or customarily operates an automobile insured under  
9 | the policy, has his or her driver's license suspended or  
10 | revoked.

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

15 |       Section 7. Paragraph (a) of subsection (1) of section  
16 | 627.7295, Florida Statutes, is amended to read:

17 |       627.7295 Motor vehicle insurance contracts.--

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

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

22 |       Section 8. Notwithstanding the repeal of the Florida  
23 | Motor Vehicle No-Fault Law, which occurred on October 1, 2007,  
24 | section 627.730, Florida Statutes, is revived and reenacted to  
25 | read:

26 |       627.730 Florida Motor Vehicle No-Fault Law.--Sections  
27 | 627.730-627.7405 may be cited and known as the "Florida Motor  
28 | Vehicle No-Fault Law."

29 |       Section 9. Notwithstanding the repeal of the Florida  
30 | Motor Vehicle No-Fault Law, which occurred on October 1, 2007,  
31 |



1 section 627.731, Florida Statutes, is revived and reenacted to  
2 read:

3           627.731 Purpose.--The purpose of ss. 627.730-627.7405  
4 is to provide for medical, surgical, funeral, and disability  
5 insurance benefits without regard to fault, and to require  
6 motor vehicle insurance securing such benefits, for motor  
7 vehicles required to be registered in this state and, with  
8 respect to motor vehicle accidents, a limitation on the right  
9 to claim damages for pain, suffering, mental anguish, and  
10 inconvenience.

11           Section 10. Notwithstanding the repeal of the Florida  
12 Motor Vehicle No-Fault Law, which occurred on October 1, 2007,  
13 section 627.732, Florida Statutes, is revived and reenacted to  
14 read:

15           627.732 Definitions.--As used in ss. 627.730-627.7405,  
16 the term:

17           (1) "Broker" means any person not possessing a license  
18 under chapter 395, chapter 400, chapter 429, chapter 458,  
19 chapter 459, chapter 460, chapter 461, or chapter 641 who  
20 charges or receives compensation for any use of medical  
21 equipment and is not the 100-percent owner or the 100-percent  
22 lessee of such equipment. For purposes of this section, such  
23 owner or lessee may be an individual, a corporation, a  
24 partnership, or any other entity and any of its  
25 100-percent-owned affiliates and subsidiaries. For purposes of  
26 this subsection, the term "lessee" means a long-term lessee  
27 under a capital or operating lease, but does not include a  
28 part-time lessee. The term "broker" does not include a  
29 hospital or physician management company whose medical  
30 equipment is ancillary to the practices managed, a debt  
31 collection agency, or an entity that has contracted with the

1 insurer to obtain a discounted rate for such services; nor  
2 does the term include a management company that has contracted  
3 to provide general management services for a licensed  
4 physician or health care facility and whose compensation is  
5 not materially affected by the usage or frequency of usage of  
6 medical equipment or an entity that is 100-percent owned by  
7 one or more hospitals or physicians. The term "broker" does  
8 not include a person or entity that certifies, upon request of  
9 an insurer, that:

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

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

12 and

13 (c) The owner's only part-time lease of medical  
14 equipment for personal injury protection patients is on a  
15 temporary basis not to exceed 30 days in a 12-month period,  
16 and such lease is solely for the purposes of necessary repair  
17 or maintenance of the 100-percent-owned medical equipment or  
18 pending the arrival and installation of the newly purchased or  
19 a replacement for the 100-percent-owned medical equipment, or  
20 for patients for whom, because of physical size or  
21 claustrophobia, it is determined by the medical director or  
22 clinical director to be medically necessary that the test be  
23 performed in medical equipment that is open-style. The leased  
24 medical equipment cannot be used by patients who are not  
25 patients of the registered clinic for medical treatment of  
26 services. Any person or entity making a false certification  
27 under this subsection commits insurance fraud as defined in s.  
28 817.234. However, the 30-day period provided in this paragraph  
29 may be extended for an additional 60 days as applicable to  
30 magnetic resonance imaging equipment if the owner certifies  
31 that the extension otherwise complies with this paragraph.

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

5           (a) In accordance with generally accepted standards of  
6 medical practice;

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

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

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

16           (a) A "private passenger motor vehicle," which is any  
17 motor vehicle which is a sedan, station wagon, or jeep-type  
18 vehicle and, if not used primarily for occupational,  
19 professional, or business purposes, a motor vehicle of the  
20 pickup, panel, van, camper, or motor home type.

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

23  
24 The term "motor vehicle" does not include a mobile home or any  
25 motor vehicle which is used in mass transit, other than public  
26 school transportation, and designed to transport more than  
27 five passengers exclusive of the operator of the motor vehicle  
28 and which is owned by a municipality, a transit authority, or  
29 a political subdivision of the state.

30  
31

1           (4) "Named insured" means a person, usually the owner  
2 of a vehicle, identified in a policy by name as the insured  
3 under the policy.

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

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

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

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

24           (9) "Incident," with respect to services considered as  
25 incident to a physician's professional service, for a  
26 physician licensed under chapter 458, chapter 459, chapter  
27 460, or chapter 461, if not furnished in a hospital, means  
28 such services must be an integral, even if incidental, part of  
29 a covered physician's service.

30           (10) "Knowingly" means that a person, with respect to  
31 information, has actual knowledge of the information; acts in

1 deliberate ignorance of the truth or falsity of the  
2 information; or acts in reckless disregard of the information,  
3 and proof of specific intent to defraud is not required.

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

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

11 (13) "Properly completed" means providing truthful,  
12 substantially complete, and substantially accurate responses  
13 as to all material elements to each applicable request for  
14 information or statement by a means that may lawfully be  
15 provided and that complies with this section, or as agreed by  
16 the parties.

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

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

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

5           627.733 Required security.--

6           (1)(a) Every owner or registrant of a motor vehicle,  
7 other than a motor vehicle used as a school bus as defined in  
8 s. 1006.25 or limousine, required to be registered and  
9 licensed in this state shall maintain security as required by  
10 subsection (3) in effect continuously throughout the  
11 registration or licensing period.

12           (b) Every owner or registrant of a motor vehicle used  
13 as a taxicab shall not be governed by paragraph (1)(a) but  
14 shall maintain security as required under s. 324.032(1), and  
15 s. 627.737 shall not apply to any motor vehicle used as a  
16 taxicab.

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

23           (3) Such security shall be provided:

24           (a) By an insurance policy delivered or issued for  
25 delivery in this state by an authorized or eligible motor  
26 vehicle liability insurer which provides the benefits and  
27 exemptions contained in ss. 627.730-627.7405. Any policy of  
28 insurance represented or sold as providing the security  
29 required hereunder shall be deemed to provide insurance for  
30 the payment of the required benefits; or  
31

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

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

15 (5) In addition to other persons who are not required  
16 to provide required security as required under this section  
17 and s. 324.022, the owner or registrant of a motor vehicle is  
18 exempt from such requirements if she or he is a member of the  
19 United States Armed Forces and is called to or on active duty  
20 outside the United States in an emergency situation. The  
21 exemption provided by this subsection applies only as long as  
22 the member of the armed forces is on such active duty outside  
23 the United States and applies only while the vehicle covered  
24 by the security required by this section and s. 324.022 is not  
25 operated by any person. Upon receipt of a written request by  
26 the insured to whom the exemption provided in this subsection  
27 applies, the insurer shall cancel the coverages and return any  
28 unearned premium or suspend the security required by this  
29 section and s. 324.022. Notwithstanding s. 324.0221(2)  
30 ~~subsection (6)~~, the Department of Highway Safety and Motor  
31 Vehicles may not suspend the registration or operator's

1 license of any owner or registrant of a motor vehicle during  
2 the time she or he qualifies for an exemption under this  
3 subsection. Any owner or registrant of a motor vehicle who  
4 qualifies for an exemption under this subsection shall  
5 immediately notify the department prior to and at the end of  
6 the expiration of the exemption.

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

12 ~~(a) Upon its records showing that the owner or~~  
13 ~~registrant of such motor vehicle did not have in full force~~  
14 ~~and effect when required security complying with the terms of~~  
15 ~~this section; or~~

16 ~~(b) Upon notification by the insurer to the Department~~  
17 ~~of Highway Safety and Motor Vehicles, in a form approved by~~  
18 ~~the department, of cancellation or termination of the required~~  
19 ~~security.~~

20 ~~(7) Any operator or owner whose driver's license or~~  
21 ~~registration has been suspended pursuant to this section or s.~~  
22 ~~316.646 may effect its reinstatement upon compliance with the~~  
23 ~~requirements of this section and upon payment to the~~  
24 ~~Department of Highway Safety and Motor Vehicles of a~~  
25 ~~nonrefundable reinstatement fee of \$150 for the first~~  
26 ~~reinstatement. Such reinstatement fee shall be \$250 for the~~  
27 ~~second reinstatement and \$500 for each subsequent~~  
28 ~~reinstatement during the 3 years following the first~~  
29 ~~reinstatement. Any person reinstating her or his insurance~~  
30 ~~under this subsection must also secure noncancelable coverage~~  
31 ~~as described in ss. 324.021(8), 324.023, and 627.7275(2) and~~



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

22           Section 12. Notwithstanding the repeal of the Florida  
23 Motor Vehicle No-Fault Law, which occurred on October 1, 2007,  
24 section 627.734, Florida Statutes, is revived and reenacted to  
25 read:

26           627.734 Proof of security; security requirements;  
27 penalties.--

28           (1) The provisions of chapter 324 which pertain to the  
29 method of giving and maintaining proof of financial  
30 responsibility and which govern and define a motor vehicle  
31

1 liability policy shall apply to filing and maintaining proof  
2 of security required by ss. 627.730-627.7405.

3 (2) Any person who:

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

7 (b) Forges or, without authority, signs any evidence  
8 of proof of security; or

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

12  
13 is guilty of a misdemeanor of the first degree, punishable as  
14 provided in s. 775.082 or s. 775.083.

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

19 627.736 Required personal injury protection benefits;  
20 exclusions; priority; claims.--

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

31

1 disease, or death arising out of the ownership, maintenance,  
2 or use of a motor vehicle as follows:

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

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

23 (c) Death benefits.--Death benefits of \$5,000 per  
24 individual. The insurer may pay such benefits to the executor  
25 or administrator of the deceased, to any of the deceased's  
26 relatives by blood or legal adoption or connection by  
27 marriage, or to any person appearing to the insurer to be  
28 equitably entitled thereto.

29  
30 Only insurers writing motor vehicle liability insurance in  
31 this state may provide the required benefits of this section,

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

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

21 (a) For injury sustained by the named insured and  
22 relatives residing in the same household while occupying  
23 another motor vehicle owned by the named insured and not  
24 insured under the policy or for injury sustained by any person  
25 operating the insured motor vehicle without the express or  
26 implied consent of the insured.

27 (b) To any injured person, if such person's conduct  
28 contributed to his or her injury under any of the following  
29 circumstances:

30 1. Causing injury to himself or herself intentionally;  
31 or

1           2. Being injured while committing a felony.

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

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

28           (4) BENEFITS; WHEN DUE.--Benefits due from an insurer  
29 under ss. 627.730-627.7405 shall be primary, except that  
30 benefits received under any workers' compensation law shall be  
31 credited against the benefits provided by subsection (1) and

1 shall be due and payable as loss accrues, upon receipt of  
2 reasonable proof of such loss and the amount of expenses and  
3 loss incurred which are covered by the policy issued under ss.  
4 627.730-627.7405. When the Agency for Health Care  
5 Administration provides, pays, or becomes liable for medical  
6 assistance under the Medicaid program related to injury,  
7 sickness, disease, or death arising out of the ownership,  
8 maintenance, or use of a motor vehicle, benefits under ss.  
9 627.730-627.7405 shall be subject to the provisions of the  
10 Medicaid program.

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

15 (b) Personal injury protection insurance benefits paid  
16 pursuant to this section shall be overdue if not paid within  
17 30 days after the insurer is furnished written notice of the  
18 fact of a covered loss and of the amount of same. If such  
19 written notice is not furnished to the insurer as to the  
20 entire claim, any partial amount supported by written notice  
21 is overdue if not paid within 30 days after such written  
22 notice is furnished to the insurer. Any part or all of the  
23 remainder of the claim that is subsequently supported by  
24 written notice is overdue if not paid within 30 days after  
25 such written notice is furnished to the insurer. When an  
26 insurer pays only a portion of a claim or rejects a claim, the  
27 insurer shall provide at the time of the partial payment or  
28 rejection an itemized specification of each item that the  
29 insurer had reduced, omitted, or declined to pay and any  
30 information that the insurer desires the claimant to consider  
31 related to the medical necessity of the denied treatment or to

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

23 (c) All overdue payments shall bear simple interest at  
24 the rate established under s. 55.03 or the rate established in  
25 the insurance contract, whichever is greater, for the year in  
26 which the payment became overdue, calculated from the date the  
27 insurer was furnished with written notice of the amount of  
28 covered loss. Interest shall be due at the time payment of the  
29 overdue claim is made.

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

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

5           2. Accidental bodily injury sustained outside this  
6 state, but within the United States of America or its  
7 territories or possessions or Canada, by the owner while  
8 occupying the owner's motor vehicle.

9           3. Accidental bodily injury sustained by a relative of  
10 the owner residing in the same household, under the  
11 circumstances described in subparagraph 1. or subparagraph 2.,  
12 provided the relative at the time of the accident is domiciled  
13 in the owner's household and is not himself or herself the  
14 owner of a motor vehicle with respect to which security is  
15 required under ss. 627.730-627.7405.

16           4. Accidental bodily injury sustained in this state by  
17 any other person while occupying the owner's motor vehicle or,  
18 if a resident of this state, while not an occupant of a  
19 self-propelled vehicle, if the injury is caused by physical  
20 contact with such motor vehicle, provided the injured person  
21 is not himself or herself:

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

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

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



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

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

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

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

25 (a) Any physician, hospital, clinic, or other person  
26 or institution lawfully rendering treatment to an injured  
27 person for a bodily injury covered by personal injury  
28 protection insurance may charge the insurer and injured party  
29 only a reasonable amount pursuant to this section for the  
30 services and supplies rendered, and the insurer providing such  
31 coverage may pay for such charges directly to such person or

1 institution lawfully rendering such treatment, if the insured  
2 receiving such treatment or his or her guardian has  
3 countersigned the properly completed invoice, bill, or claim  
4 form approved by the office upon which such charges are to be  
5 paid for as having actually been rendered, to the best  
6 knowledge of the insured or his or her guardian. In no event,  
7 however, may such a charge be in excess of the amount the  
8 person or institution customarily charges for like services or  
9 supplies. With respect to a determination of whether a charge  
10 for a particular service, treatment, or otherwise is  
11 reasonable, consideration may be given to evidence of usual  
12 and customary charges and payments accepted by the provider  
13 involved in the dispute, and reimbursement levels in the  
14 community and various federal and state medical fee schedules  
15 applicable to automobile and other insurance coverages, and  
16 other information relevant to the reasonableness of the  
17 reimbursement for the service, treatment, or supply.

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

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

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

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

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

29 e. For any treatment or service that is upcoded, or  
30 that is unbundled when such treatment or services should be  
31 bundled, in accordance with paragraph (d). To facilitate

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

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

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

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

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

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

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

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

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

1 | this subsection, an insurer or insured is not required to pay  
2 | any charges or reimburse claims for any invalid diagnostic  
3 | test as determined by the Department of Health.

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

23 |       2. If, however, the insured fails to furnish the  
24 | provider with the correct name and address of the insured's  
25 | personal injury protection insurer, the provider has 35 days  
26 | from the date the provider obtains the correct information to  
27 | furnish the insurer with a statement of the charges. The  
28 | insurer is not required to pay for such charges unless the  
29 | provider includes with the statement documentary evidence that  
30 | was provided by the insured during the 35-day period  
31 |

1 demonstrating that the provider reasonably relied on erroneous  
2 information from the insured and either:

- 3       a. A denial letter from the incorrect insurer; or  
4       b. Proof of mailing, which may include an affidavit  
5 under penalty of perjury, reflecting timely mailing to the  
6 incorrect address or insurer.

7       3. For emergency services and care as defined in s.  
8 395.002 rendered in a hospital emergency department or for  
9 transport and treatment rendered by an ambulance provider  
10 licensed pursuant to part III of chapter 401, the provider is  
11 not required to furnish the statement of charges within the  
12 time periods established by this paragraph; and the insurer  
13 shall not be considered to have been furnished with notice of  
14 the amount of covered loss for purposes of paragraph (4)(b)  
15 until it receives a statement complying with paragraph (d), or  
16 copy thereof, which specifically identifies the place of  
17 service to be a hospital emergency department or an ambulance  
18 in accordance with billing standards recognized by the Health  
19 Care Finance Administration.

20       4. Each notice of insured's rights under s. 627.7401  
21 must include the following statement in type no smaller than  
22 12 points:

23  
24       BILLING REQUIREMENTS.--Florida Statutes provide  
25       that with respect to any treatment or services,  
26       other than certain hospital and emergency  
27       services, the statement of charges furnished to  
28       the insurer by the provider may not include,  
29       and the insurer and the injured party are not  
30       required to pay, charges for treatment or  
31       services rendered more than 35 days before the

1 postmark date of the statement, except for past  
2 due amounts previously billed on a timely  
3 basis, and except that, if the provider submits  
4 to the insurer a notice of initiation of  
5 treatment within 21 days after its first  
6 examination or treatment of the claimant, the  
7 statement may include charges for treatment or  
8 services rendered up to, but not more than, 75  
9 days before the postmark date of the statement.

10  
11 (d) All statements and bills for medical services  
12 rendered by any physician, hospital, clinic, or other person  
13 or institution shall be submitted to the insurer on a properly  
14 completed Centers for Medicare and Medicaid Services (CMS)  
15 1500 form, UB 92 forms, or any other standard form approved by  
16 the office or adopted by the commission for purposes of this  
17 paragraph. All billings for such services rendered by  
18 providers shall, to the extent applicable, follow the  
19 Physicians' Current Procedural Terminology (CPT) or Healthcare  
20 Correct Procedural Coding System (HCPCS), or ICD-9 in effect  
21 for the year in which services are rendered and comply with  
22 the Centers for Medicare and Medicaid Services (CMS) 1500 form  
23 instructions and the American Medical Association Current  
24 Procedural Terminology (CPT) Editorial Panel and Healthcare  
25 Correct Procedural Coding System (HCPCS). All providers other  
26 than hospitals shall include on the applicable claim form the  
27 professional license number of the provider in the line or  
28 space provided for "Signature of Physician or Supplier,  
29 Including Degrees or Credentials." In determining compliance  
30 with applicable CPT and HCPCS coding, guidance shall be  
31 provided by the Physicians' Current Procedural Terminology



1 (CPT) or the Healthcare Correct Procedural Coding System  
2 (HCPCS) in effect for the year in which services were  
3 rendered, the Office of the Inspector General (OIG),  
4 Physicians Compliance Guidelines, and other authoritative  
5 treatises designated by rule by the Agency for Health Care  
6 Administration. No statement of medical services may include  
7 charges for medical services of a person or entity that  
8 performed such services without possessing the valid licenses  
9 required to perform such services. For purposes of paragraph  
10 (4)(b), an insurer shall not be considered to have been  
11 furnished with notice of the amount of covered loss or medical  
12 bills due unless the statements or bills comply with this  
13 paragraph, and unless the statements or bills are properly  
14 completed in their entirety as to all material provisions,  
15 with all relevant information being provided therein.

16 (e)1. At the initial treatment or service provided,  
17 each physician, other licensed professional, clinic, or other  
18 medical institution providing medical services upon which a  
19 claim for personal injury protection benefits is based shall  
20 require an insured person, or his or her guardian, to execute  
21 a disclosure and acknowledgment form, which reflects at a  
22 minimum that:

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

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

29 c. The insured, or his or her guardian, was not  
30 solicited by any person to seek any services from the medical  
31 provider;

1           d. That the physician, other licensed professional,  
2 clinic, or other medical institution rendering services for  
3 which payment is being claimed explained the services to the  
4 insured or his or her guardian; and

5           e. If the insured notifies the insurer in writing of a  
6 billing error, the insured may be entitled to a certain  
7 percentage of a reduction in the amounts paid by the insured's  
8 motor vehicle insurer.

9           2. The physician, other licensed professional, clinic,  
10 or other medical institution rendering services for which  
11 payment is being claimed has the affirmative duty to explain  
12 the services rendered to the insured, or his or her guardian,  
13 so that the insured, or his or her guardian, countersigns the  
14 form with informed consent.

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

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

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

25           6. This disclosure and acknowledgment form is not  
26 required for services billed by a provider for emergency  
27 services as defined in s. 395.002, for emergency services and  
28 care as defined in s. 395.002 rendered in a hospital emergency  
29 department, or for transport and treatment rendered by an  
30 ambulance provider licensed pursuant to part III of chapter  
31 401.

1           7. The Financial Services Commission shall adopt, by  
2 rule, a standard disclosure and acknowledgment form that shall  
3 be used to fulfill the requirements of this paragraph,  
4 effective 90 days after such form is adopted and becomes  
5 final. The commission shall adopt a proposed rule by October  
6 1, 2003. Until the rule is final, the provider may use a form  
7 of its own which otherwise complies with the requirements of  
8 this paragraph.

9           8. As used in this paragraph, "countersigned" means a  
10 second or verifying signature, as on a previously signed  
11 document, and is not satisfied by the statement "signature on  
12 file" or any similar statement.

13           9. The requirements of this paragraph apply only with  
14 respect to the initial treatment or service of the insured by  
15 a provider. For subsequent treatments or service, the provider  
16 must maintain a patient log signed by the patient, in  
17 chronological order by date of service, that is consistent  
18 with the services being rendered to the patient as claimed.  
19 The requirements of this subparagraph for maintaining a  
20 patient log signed by the patient may be met by a hospital  
21 that maintains medical records as required by s. 395.3025 and  
22 applicable rules and makes such records available to the  
23 insurer upon request.

24           (f) Upon written notification by any person, an  
25 insurer shall investigate any claim of improper billing by a  
26 physician or other medical provider. The insurer shall  
27 determine if the insured was properly billed for only those  
28 services and treatments that the insured actually received. If  
29 the insurer determines that the insured has been improperly  
30 billed, the insurer shall notify the insured, the person  
31 making the written notification and the provider of its

1 findings and shall reduce the amount of payment to the  
2 provider by the amount determined to be improperly billed. If  
3 a reduction is made due to such written notification by any  
4 person, the insurer shall pay to the person 20 percent of the  
5 amount of the reduction, up to \$500. If the provider is  
6 arrested due to the improper billing, then the insurer shall  
7 pay to the person 40 percent of the amount of the reduction,  
8 up to \$500.

9 (g) An insurer may not systematically downcode with  
10 the intent to deny reimbursement otherwise due. Such action  
11 constitutes a material misrepresentation under s.  
12 626.9541(1)(i)2.

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

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

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

1 identified by the insurer were reasonable in amount and  
2 medically necessary, together with a sworn statement that the  
3 treatment or services rendered were reasonable and necessary  
4 with respect to the bodily injury sustained and identifying  
5 which portion of the expenses for such treatment or services  
6 was incurred as a result of such bodily injury, and produce  
7 forthwith, and permit the inspection and copying of, his or  
8 her or its records regarding such history, condition,  
9 treatment, dates, and costs of treatment; provided that this  
10 shall not limit the introduction of evidence at trial. Such  
11 sworn statement shall read as follows: "Under penalty of  
12 perjury, I declare that I have read the foregoing, and the  
13 facts alleged are true, to the best of my knowledge and  
14 belief." No cause of action for violation of the  
15 physician-patient privilege or invasion of the right of  
16 privacy shall be permitted against any physician, hospital,  
17 clinic, or other medical institution complying with the  
18 provisions of this section. The person requesting such records  
19 and such sworn statement shall pay all reasonable costs  
20 connected therewith. If an insurer makes a written request for  
21 documentation or information under this paragraph within 30  
22 days after having received notice of the amount of a covered  
23 loss under paragraph (4)(a), the amount or the partial amount  
24 which is the subject of the insurer's inquiry shall become  
25 overdue if the insurer does not pay in accordance with  
26 paragraph (4)(b) or within 10 days after the insurer's receipt  
27 of the requested documentation or information, whichever  
28 occurs later. For purposes of this paragraph, the term  
29 "receipt" includes, but is not limited to, inspection and  
30 copying pursuant to this paragraph. Any insurer that requests  
31 documentation or information pertaining to reasonableness of

1 | charges or medical necessity under this paragraph without a  
2 | reasonable basis for such requests as a general business  
3 | practice is engaging in an unfair trade practice under the  
4 | insurance code.

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

18 |         (d) The injured person shall be furnished, upon  
19 | request, a copy of all information obtained by the insurer  
20 | under the provisions of this section, and shall pay a  
21 | reasonable charge, if required by the insurer.

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

24 |         (7) MENTAL AND PHYSICAL EXAMINATION OF INJURED PERSON;  
25 | REPORTS.--

26 |         (a) Whenever the mental or physical condition of an  
27 | injured person covered by personal injury protection is  
28 | material to any claim that has been or may be made for past or  
29 | future personal injury protection insurance benefits, such  
30 | person shall, upon the request of an insurer, submit to mental  
31 | or physical examination by a physician or physicians. The

1 | costs of any examinations requested by an insurer shall be  
2 | borne entirely by the insurer. Such examination shall be  
3 | conducted within the municipality where the insured is  
4 | receiving treatment, or in a location reasonably accessible to  
5 | the insured, which, for purposes of this paragraph, means any  
6 | location within the municipality in which the insured resides,  
7 | or any location within 10 miles by road of the insured's  
8 | residence, provided such location is within the county in  
9 | which the insured resides. If the examination is to be  
10 | conducted in a location reasonably accessible to the insured,  
11 | and if there is no qualified physician to conduct the  
12 | examination in a location reasonably accessible to the  
13 | insured, then such examination shall be conducted in an area  
14 | of the closest proximity to the insured's residence. Personal  
15 | protection insurers are authorized to include reasonable  
16 | provisions in personal injury protection insurance policies  
17 | for mental and physical examination of those claiming personal  
18 | injury protection insurance benefits. An insurer may not  
19 | withdraw payment of a treating physician without the consent  
20 | of the injured person covered by the personal injury  
21 | protection, unless the insurer first obtains a valid report by  
22 | a Florida physician licensed under the same chapter as the  
23 | treating physician whose treatment authorization is sought to  
24 | be withdrawn, stating that treatment was not reasonable,  
25 | related, or necessary. A valid report is one that is prepared  
26 | and signed by the physician examining the injured person or  
27 | reviewing the treatment records of the injured person and is  
28 | factually supported by the examination and treatment records  
29 | if reviewed and that has not been modified by anyone other  
30 | than the physician. The physician preparing the report must be  
31 | in active practice, unless the physician is physically

1 disabled. Active practice means that during the 3 years  
2 immediately preceding the date of the physical examination or  
3 review of the treatment records the physician must have  
4 devoted professional time to the active clinical practice of  
5 evaluation, diagnosis, or treatment of medical conditions or  
6 to the instruction of students in an accredited health  
7 professional school or accredited residency program or a  
8 clinical research program that is affiliated with an  
9 accredited health professional school or teaching hospital or  
10 accredited residency program. The physician preparing a report  
11 at the request of an insurer and physicians rendering expert  
12 opinions on behalf of persons claiming medical benefits for  
13 personal injury protection, or on behalf of an insured through  
14 an attorney or another entity, shall maintain, for at least 3  
15 years, copies of all examination reports as medical records  
16 and shall maintain, for at least 3 years, records of all  
17 payments for the examinations and reports. Neither an insurer  
18 nor any person acting at the direction of or on behalf of an  
19 insurer may materially change an opinion in a report prepared  
20 under this paragraph or direct the physician preparing the  
21 report to change such opinion. The denial of a payment as the  
22 result of such a changed opinion constitutes a material  
23 misrepresentation under s. 626.9541(1)(i)2.; however, this  
24 provision does not preclude the insurer from calling to the  
25 attention of the physician errors of fact in the report based  
26 upon information in the claim file.

27 (b) If requested by the person examined, a party  
28 causing an examination to be made shall deliver to him or her  
29 a copy of every written report concerning the examination  
30 rendered by an examining physician, at least one of which  
31 reports must set out the examining physician's findings and



1 | conclusions in detail. After such request and delivery, the  
2 | party causing the examination to be made is entitled, upon  
3 | request, to receive from the person examined every written  
4 | report available to him or her or his or her representative  
5 | concerning any examination, previously or thereafter made, of  
6 | the same mental or physical condition. By requesting and  
7 | obtaining a report of the examination so ordered, or by taking  
8 | the deposition of the examiner, the person examined waives any  
9 | privilege he or she may have, in relation to the claim for  
10 | benefits, regarding the testimony of every other person who  
11 | has examined, or may thereafter examine, him or her in respect  
12 | to the same mental or physical condition. If a person  
13 | unreasonably refuses to submit to an examination, the personal  
14 | injury protection carrier is no longer liable for subsequent  
15 | personal injury protection benefits.

16 | (8) APPLICABILITY OF PROVISION REGULATING ATTORNEY'S  
17 | FEES.--With respect to any dispute under the provisions of ss.  
18 | 627.730-627.7405 between the insured and the insurer, or  
19 | between an assignee of an insured's rights and the insurer,  
20 | the provisions of s. 627.428 shall apply, except as provided  
21 | in subsection (10)~~(11)~~.

22 | ~~(9)(a) Each insurer which has issued a policy~~  
23 | ~~providing personal injury protection benefits shall report the~~  
24 | ~~renewal, cancellation, or nonrenewal thereof to the Department~~  
25 | ~~of Highway Safety and Motor Vehicles within 45 days from the~~  
26 | ~~effective date of the renewal, cancellation, or nonrenewal.~~  
27 | ~~Upon the issuance of a policy providing personal injury~~  
28 | ~~protection benefits to a named insured not previously insured~~  
29 | ~~by the insurer thereof during that calendar year, the insurer~~  
30 | ~~shall report the issuance of the new policy to the Department~~  
31 | ~~of Highway Safety and Motor Vehicles within 30 days. The~~

1 ~~report shall be in such form and format and contain such~~  
2 ~~information as may be required by the Department of Highway~~  
3 ~~Safety and Motor Vehicles which shall include a format~~  
4 ~~compatible with the data processing capabilities of said~~  
5 ~~department, and the Department of Highway Safety and Motor~~  
6 ~~Vehicles is authorized to adopt rules necessary with respect~~  
7 ~~thereto. Failure by an insurer to file proper reports with the~~  
8 ~~Department of Highway Safety and Motor Vehicles as required by~~  
9 ~~this subsection or rules adopted with respect to the~~  
10 ~~requirements of this subsection constitutes a violation of the~~  
11 ~~Florida Insurance Code. Reports of cancellations and policy~~  
12 ~~renewals and reports of the issuance of new policies received~~  
13 ~~by the Department of Highway Safety and Motor Vehicles are~~  
14 ~~confidential and exempt from the provisions of s. 119.07(1).~~  
15 ~~These records are to be used for enforcement and regulatory~~  
16 ~~purposes only, including the generation by the department of~~  
17 ~~data regarding compliance by owners of motor vehicles with~~  
18 ~~financial responsibility coverage requirements. In addition,~~  
19 ~~the Department of Highway Safety and Motor Vehicles shall~~  
20 ~~release, upon a written request by a person involved in a~~  
21 ~~motor vehicle accident, by the person's attorney, or by a~~  
22 ~~representative of the person's motor vehicle insurer, the name~~  
23 ~~of the insurance company and the policy number for the policy~~  
24 ~~covering the vehicle named by the requesting party. The~~  
25 ~~written request must include a copy of the appropriate~~  
26 ~~accident form as provided in s. 316.065, s. 316.066, or s.~~  
27 ~~316.068.~~

28 ~~(b) Every insurer with respect to each insurance~~  
29 ~~policy providing personal injury protection benefits shall~~  
30 ~~notify the named insured or in the case of a commercial fleet~~  
31 ~~policy, the first named insured in writing that any~~

1 ~~cancellation or nonrenewal of the policy will be reported by~~  
2 ~~the insurer to the Department of Highway Safety and Motor~~  
3 ~~Vehicles. The notice shall also inform the named insured that~~  
4 ~~failure to maintain personal injury protection and property~~  
5 ~~damage liability insurance on a motor vehicle when required by~~  
6 ~~law may result in the loss of registration and driving~~  
7 ~~privileges in this state, and the notice shall inform the~~  
8 ~~named insured of the amount of the reinstatement fees required~~  
9 ~~by s. 627.733(7). This notice is for informational purposes~~  
10 ~~only, and no civil liability shall attach to an insurer due to~~  
11 ~~failure to provide this notice.~~

12 (9)~~(10)~~ An insurer may negotiate and enter into  
13 contracts with licensed health care providers for the benefits  
14 described in this section, referred to in this section as  
15 "preferred providers," which shall include health care  
16 providers licensed under chapters 458, 459, 460, 461, and 463.  
17 The insurer may provide an option to an insured to use a  
18 preferred provider at the time of purchase of the policy for  
19 personal injury protection benefits, if the requirements of  
20 this subsection are met. If the insured elects to use a  
21 provider who is not a preferred provider, whether the insured  
22 purchased a preferred provider policy or a nonpreferred  
23 provider policy, the medical benefits provided by the insurer  
24 shall be as required by this section. If the insured elects to  
25 use a provider who is a preferred provider, the insurer may  
26 pay medical benefits in excess of the benefits required by  
27 this section and may waive or lower the amount of any  
28 deductible that applies to such medical benefits. If the  
29 insurer offers a preferred provider policy to a policyholder  
30 or applicant, it must also offer a nonpreferred provider  
31 policy. The insurer shall provide each policyholder with a

1 current roster of preferred providers in the county in which  
2 the insured resides at the time of purchase of such policy,  
3 and shall make such list available for public inspection  
4 during regular business hours at the principal office of the  
5 insurer within the state.

6 ~~(10)~~~~(11)~~ DEMAND LETTER.--

7 (a) As a condition precedent to filing any action for  
8 benefits under this section, the insurer must be provided with  
9 written notice of an intent to initiate litigation. Such  
10 notice may not be sent until the claim is overdue, including  
11 any additional time the insurer has to pay the claim pursuant  
12 to paragraph (4)(b).

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

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

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

21 3. To the extent applicable, the name of any medical  
22 provider who rendered to an insured the treatment, services,  
23 accommodations, or supplies that form the basis of such claim;  
24 and an itemized statement specifying each exact amount, the  
25 date of treatment, service, or accommodation, and the type of  
26 benefit claimed to be due. A completed form satisfying the  
27 requirements of paragraph (5)(d) or the lost-wage statement  
28 previously submitted may be used as the itemized statement. To  
29 the extent that the demand involves an insurer's withdrawal of  
30 payment under paragraph (7)(a) for future treatment not yet  
31 rendered, the claimant shall attach a copy of the insurer's

1 notice withdrawing such payment and an itemized statement of  
2 the type, frequency, and duration of future treatment claimed  
3 to be reasonable and medically necessary.

4 (c) Each notice required by this subsection must be  
5 delivered to the insurer by United States certified or  
6 registered mail, return receipt requested. Such postal costs  
7 shall be reimbursed by the insurer if so requested by the  
8 claimant in the notice, when the insurer pays the claim. Such  
9 notice must be sent to the person and address specified by the  
10 insurer for the purposes of receiving notices under this  
11 subsection. Each licensed insurer, whether domestic, foreign,  
12 or alien, shall file with the office designation of the name  
13 and address of the person to whom notices pursuant to this  
14 subsection shall be sent which the office shall make available  
15 on its Internet website. The name and address on file with the  
16 office pursuant to s. 624.422 shall be deemed the authorized  
17 representative to accept notice pursuant to this subsection in  
18 the event no other designation has been made.

19 (d) If, within 15 days after receipt of notice by the  
20 insurer, the overdue claim specified in the notice is paid by  
21 the insurer together with applicable interest and a penalty of  
22 10 percent of the overdue amount paid by the insurer, subject  
23 to a maximum penalty of \$250, no action may be brought against  
24 the insurer. If the demand involves an insurer's withdrawal of  
25 payment under paragraph (7)(a) for future treatment not yet  
26 rendered, no action may be brought against the insurer if,  
27 within 15 days after its receipt of the notice, the insurer  
28 mails to the person filing the notice a written statement of  
29 the insurer's agreement to pay for such treatment in  
30 accordance with the notice and to pay a penalty of 10 percent,  
31 subject to a maximum penalty of \$250, when it pays for such

1 future treatment in accordance with the requirements of this  
2 section. To the extent the insurer determines not to pay any  
3 amount demanded, the penalty shall not be payable in any  
4 subsequent action. For purposes of this subsection, payment or  
5 the insurer's agreement shall be treated as being made on the  
6 date a draft or other valid instrument that is equivalent to  
7 payment, or the insurer's written statement of agreement, is  
8 placed in the United States mail in a properly addressed,  
9 postpaid envelope, or if not so posted, on the date of  
10 delivery. The insurer shall not be obligated to pay any  
11 attorney's fees if the insurer pays the claim or mails its  
12 agreement to pay for future treatment within the time  
13 prescribed by this subsection.

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

17 (f) Any insurer making a general business practice of  
18 not paying valid claims until receipt of the notice required  
19 by this subsection is engaging in an unfair trade practice  
20 under the insurance code.

21 ~~(11)(12)~~ CIVIL ACTION FOR INSURANCE FRAUD.--An insurer  
22 shall have a cause of action against any person convicted of,  
23 or who, regardless of adjudication of guilt, pleads guilty or  
24 nolo contendere to insurance fraud under s. 817.234, patient  
25 brokering under s. 817.505, or kickbacks under s. 456.054,  
26 associated with a claim for personal injury protection  
27 benefits in accordance with this section. An insurer  
28 prevailing in an action brought under this subsection may  
29 recover compensatory, consequential, and punitive damages  
30 subject to the requirements and limitations of part II of  
31 chapter 768, and attorney's fees and costs incurred in

1 litigating a cause of action against any person convicted of,  
2 or who, regardless of adjudication of guilt, pleads guilty or  
3 nolo contendere to insurance fraud under s. 817.234, patient  
4 brokering under s. 817.505, or kickbacks under s. 456.054,  
5 associated with a claim for personal injury protection  
6 benefits in accordance with this section.

7 ~~(12)~~~~(13)~~ MINIMUM BENEFIT COVERAGE.--If the Financial  
8 Services Commission determines that the cost savings under  
9 personal injury protection insurance benefits paid by insurers  
10 have been realized due to the provisions of this act, prior  
11 legislative reforms, or other factors, the commission may  
12 increase the minimum \$10,000 benefit coverage requirement. In  
13 establishing the amount of such increase, the commission must  
14 determine that the additional premium for such coverage is  
15 approximately equal to the premium cost savings that have been  
16 realized for the personal injury protection coverage with  
17 limits of \$10,000.

18 ~~(13)~~~~(14)~~ FRAUD ADVISORY NOTICE.--Upon receiving notice  
19 of a claim under this section, an insurer shall provide a  
20 notice to the insured or to a person for whom a claim for  
21 reimbursement for diagnosis or treatment of injuries has been  
22 filed, advising that:

23 (a) Pursuant to s. 626.9892, the Department of  
24 Financial Services may pay rewards of up to \$25,000 to persons  
25 providing information leading to the arrest and conviction of  
26 persons committing crimes investigated by the Division of  
27 Insurance Fraud arising from violations of s. 440.105, s.  
28 624.15, s. 626.9541, s. 626.989, or s. 817.234.

29 (b) Solicitation of a person injured in a motor  
30 vehicle crash for purposes of filing personal injury  
31 protection or tort claims could be a violation of s. 817.234,

1 s. 817.505, or the rules regulating The Florida Bar and should  
2 be immediately reported to the Division of Insurance Fraud if  
3 such conduct has taken place.

4 Section 14. Notwithstanding the repeal of the Florida  
5 Motor Vehicle No-Fault Law, which occurred on October 1, 2007,  
6 section 627.737, Florida Statutes, is revived and reenacted to  
7 read:

8 627.737 Tort exemption; limitation on right to  
9 damages; punitive damages.--

10 (1) Every owner, registrant, operator, or occupant of  
11 a motor vehicle with respect to which security has been  
12 provided as required by ss. 627.730-627.7405, and every person  
13 or organization legally responsible for her or his acts or  
14 omissions, is hereby exempted from tort liability for damages  
15 because of bodily injury, sickness, or disease arising out of  
16 the ownership, operation, maintenance, or use of such motor  
17 vehicle in this state to the extent that the benefits  
18 described in s. 627.736(1) are payable for such injury, or  
19 would be payable but for any exclusion authorized by ss.  
20 627.730-627.7405, under any insurance policy or other method  
21 of security complying with the requirements of s. 627.733, or  
22 by an owner personally liable under s. 627.733 for the payment  
23 of such benefits, unless a person is entitled to maintain an  
24 action for pain, suffering, mental anguish, and inconvenience  
25 for such injury under the provisions of subsection (2).

26 (2) In any action of tort brought against the owner,  
27 registrant, operator, or occupant of a motor vehicle with  
28 respect to which security has been provided as required by ss.  
29 627.730-627.7405, or against any person or organization  
30 legally responsible for her or his acts or omissions, a  
31 plaintiff may recover damages in tort for pain, suffering,



1 | mental anguish, and inconvenience because of bodily injury,  
2 | sickness, or disease arising out of the ownership,  
3 | maintenance, operation, or use of such motor vehicle only in  
4 | the event that the injury or disease consists in whole or in  
5 | part of:

6 |         (a) Significant and permanent loss of an important  
7 | bodily function.

8 |         (b) Permanent injury within a reasonable degree of  
9 | medical probability, other than scarring or disfigurement.

10 |         (c) Significant and permanent scarring or  
11 | disfigurement.

12 |         (d) Death.

13 |         (3) When a defendant, in a proceeding brought pursuant  
14 | to ss. 627.730-627.7405, questions whether the plaintiff has  
15 | met the requirements of subsection (2), then the defendant may  
16 | file an appropriate motion with the court, and the court  
17 | shall, on a one-time basis only, 30 days before the date set  
18 | for the trial or the pretrial hearing, whichever is first, by  
19 | examining the pleadings and the evidence before it, ascertain  
20 | whether the plaintiff will be able to submit some evidence  
21 | that the plaintiff will meet the requirements of subsection  
22 | (2). If the court finds that the plaintiff will not be able  
23 | to submit such evidence, then the court shall dismiss the  
24 | plaintiff's claim without prejudice.

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

28 |         Section 15. Notwithstanding the repeal of the Florida  
29 | Motor Vehicle No-Fault Law, which occurred on October 1, 2007,  
30 | section 627.739, Florida Statutes, is revived and reenacted to  
31 | read:

1           627.739 Personal injury protection; optional  
2 limitations; deductibles.--

3           (1) The named insured may elect a deductible or  
4 modified coverage or combination thereof to apply to the named  
5 insured alone or to the named insured and dependent relatives  
6 residing in the same household, but may not elect a deductible  
7 or modified coverage to apply to any other person covered  
8 under the policy.

9           (2) Insurers shall offer to each applicant and to each  
10 policyholder, upon the renewal of an existing policy,  
11 deductibles, in amounts of \$250, \$500, and \$1,000. The  
12 deductible amount must be applied to 100 percent of the  
13 expenses and losses described in s. 627.736. After the  
14 deductible is met, each insured is eligible to receive up to  
15 \$10,000 in total benefits described in s. 627.736(1). However,  
16 this subsection shall not be applied to reduce the amount of  
17 any benefits received in accordance with s. 627.736(1)(c).

18           (3) Insurers shall offer coverage wherein, at the  
19 election of the named insured, the benefits for loss of gross  
20 income and loss of earning capacity described in s.  
21 627.736(1)(b) shall be excluded.

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

27           (5) All such offers shall be made in clear and  
28 unambiguous language at the time the initial application is  
29 taken and prior to each annual renewal and shall indicate that  
30 a premium reduction will result from each election. At the  
31 option of the insurer, the requirements of the preceding

1 sentence are met by using forms of notice approved by the  
2 office, or by providing the following notice in 10-point type  
3 in the insurer's application for initial issuance of a policy  
4 of motor vehicle insurance and the insurer's annual notice of  
5 renewal premium:

6  
7 For personal injury protection insurance, the  
8 named insured may elect a deductible and to  
9 exclude coverage for loss of gross income and  
10 loss of earning capacity ("lost wages"). These  
11 elections apply to the named insured alone, or  
12 to the named insured and all dependent resident  
13 relatives. A premium reduction will result from  
14 these elections. The named insured is hereby  
15 advised not to elect the lost wage exclusion if  
16 the named insured or dependent resident  
17 relatives are employed, since lost wages will  
18 not be payable in the event of an accident.

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

23 627.7401 Notification of insured's rights.--

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

28 (a) A description of the benefits provided by personal  
29 injury protection, including, but not limited to, the specific  
30 types of services for which medical benefits are paid,  
31 disability benefits, death benefits, significant exclusions

1 from and limitations on personal injury protection benefits,  
2 when payments are due, how benefits are coordinated with other  
3 insurance benefits that the insured may have, penalties and  
4 interest that may be imposed on insurers for failure to make  
5 timely payments of benefits, and rights of parties regarding  
6 disputes as to benefits.

7 (b) An advisory informing insureds that:

8 1. Pursuant to s. 626.9892, the Department of  
9 Financial Services may pay rewards of up to \$25,000 to persons  
10 providing information leading to the arrest and conviction of  
11 persons committing crimes investigated by the Division of  
12 Insurance Fraud arising from violations of s. 440.105, s.  
13 624.15, s. 626.9541, s. 626.989, or s. 817.234.

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

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

24 (2) Each insurer issuing a policy in this state  
25 providing personal injury protection benefits must mail or  
26 deliver the notice as specified in subsection (1) to an  
27 insured within 21 days after receiving from the insured notice  
28 of an automobile accident or claim involving personal injury  
29 to an insured who is covered under the policy. The office may  
30 allow an insurer additional time to provide the notice  
31 specified in subsection (1) not to exceed 30 days, upon a

1 showing by the insurer that an emergency justifies an  
2 extension of time.

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

6 Section 17. Notwithstanding the repeal of the Florida  
7 Motor Vehicle No-Fault Law, which occurred on October 1, 2007,  
8 section 627.7403, Florida Statutes, is revived and reenacted  
9 to read:

10 627.7403 Mandatory joinder of derivative claim.--In  
11 any action brought pursuant to the provisions of s. 627.737  
12 claiming personal injuries, all claims arising out of the  
13 plaintiff's injuries, including all derivative claims, shall  
14 be brought together, unless good cause is shown why such  
15 claims should be brought separately.

16 Section 18. Notwithstanding the repeal of the Florida  
17 Motor Vehicle No-Fault Law, which occurred on October 1, 2007,  
18 section 627.7405, Florida Statutes, is revived and reenacted  
19 to read:

20 627.7405 Insurers' right of  
21 reimbursement.--Notwithstanding any other provisions of ss.  
22 627.730-627.7405, any insurer providing personal injury  
23 protection benefits on a private passenger motor vehicle shall  
24 have, to the extent of any personal injury protection benefits  
25 paid to any person as a benefit arising out of such private  
26 passenger motor vehicle insurance, a right of reimbursement  
27 against the owner or the insurer of the owner of a commercial  
28 motor vehicle, if the benefits paid result from such person  
29 having been an occupant of the commercial motor vehicle or  
30 having been struck by the commercial motor vehicle while not  
31 an occupant of any self-propelled vehicle.

1           Section 19. This act revives and reenacts, with  
2 amendments, the Florida Motor Vehicle No-Fault Law, which  
3 expired by operation of law on October 1, 2007. This act is  
4 intended to be remedial and curative in nature and to minimize  
5 confusion concerning the changes made by this act to ss.  
6 627.730-627.7405, Florida Statutes. Therefore, the Florida  
7 Motor Vehicle No-Fault Law shall continue to be codified as  
8 ss. 627.730-627.7405, Florida Statutes, notwithstanding the  
9 repeal of those sections contained in s. 19, chapter 2003-411,  
10 Laws of Florida.

11           Section 20. Paragraphs (a) and (c) of subsection (1),  
12 subsection (4), paragraphs (a) and (b) of subsection (5),  
13 subsection (8), and paragraphs (d) and (e) of subsection (10)  
14 of section 627.736, Florida Statutes, as reenacted and amended  
15 by this act, are amended, subsections (11), (12), and (13), as  
16 reenacted and amended by this act, are redesignated as  
17 subsections (12), (13), and (14), respectively, and a new  
18 subsection (11) and subsections (15) and (16) are added to  
19 that section, to read:

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

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

1 disease, or death arising out of the ownership, maintenance,  
2 or use of a motor vehicle as follows:

3 (a) Medical benefits.--Eighty percent of all  
4 reasonable expenses for medically necessary medical, surgical,  
5 X-ray, dental, and rehabilitative services, including  
6 prosthetic devices, and medically necessary ambulance,  
7 hospital, and nursing services. However, the medical benefits  
8 shall provide reimbursement only for such services and care  
9 that is provided, lawfully supervised, ordered, or prescribed  
10 by a physician licensed under chapter 458 or chapter 459 or a  
11 dentist licensed under chapter 466 or that is provided by any  
12 of the following persons or entities:

13 1. A chiropractic physician licensed under chapter  
14 460.

15 2. A hospital or ambulatory surgical center licensed  
16 under chapter 395.

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

19 4. An entity wholly owned by one or more physicians  
20 licensed under chapter 458 or chapter 459, chiropractic  
21 physicians licensed under chapter 460, or dentists licensed  
22 under chapter 466, or by such practitioner or practitioners  
23 and the spouse, parent, child, or sibling of that practitioner  
24 or those practitioners.

25 5. An entity wholly owned, directly or indirectly, by  
26 a hospital or hospitals.

27 6. A health care clinic licensed pursuant to ss.  
28 400.990-400.995 which is:

29 a. Accredited by the Joint Commission on Accreditation  
30 of Healthcare Organizations, the American Osteopathic  
31 Association, the Commission on Accreditation of Rehabilitation

1 Facilities, or the Accreditation Association for Ambulatory  
2 Health Care, Inc.; or  
3 b. A health care clinic that:  
4 (I) Has a medical director licensed under chapter 458,  
5 chapter 459, or chapter 460;  
6 (II) Has either been continuously licensed for more  
7 than 3 years or is a publicly traded corporation that issues  
8 securities traded on an exchange registered with the United  
9 States Securities and Exchange Commission as a national  
10 securities exchange; and  
11 (III) Provides at least four of the following medical  
12 specialties:  
13 (A) General medicine.  
14 (B) Radiography.  
15 (C) Orthopedic medicine.  
16 (D) Physical medicine.  
17 (E) Physical therapy.  
18 (F) Physical rehabilitation.  
19 (G) Prescribing or dispensing outpatient prescription  
20 medication.  
21 (H) Laboratory services.  
22 7. Persons or entities providing magnetic resonance  
23 imaging services if such services have been lawfully ordered  
24 by a licensed health care practitioner.  
25  
26 The Financial Services Commission shall adopt by rule the form  
27 that must be used by an insurer and a health care provider  
28 specified in subparagraph 4., subparagraph 5., or subparagraph  
29 6. to document that the health care provider meets the  
30 criteria of this paragraph, which rule must include a  
31 requirement for a sworn statement or affidavit. ~~Such benefits~~



1 ~~shall also include necessary remedial treatment and services~~  
2 ~~recognized and permitted under the laws of the state for an~~  
3 ~~injured person who relies upon spiritual means through prayer~~  
4 ~~alone for healing, in accordance with his or her religious~~  
5 ~~beliefs; however, this sentence does not affect the~~  
6 ~~determination of what other services or procedures are~~  
7 ~~medically necessary.~~

8 (c) Death benefits.--Death benefits equal to the  
9 lesser of \$5,000 or the remainder of unused personal injury  
10 protection benefits per individual. The insurer may pay such  
11 benefits to the executor or administrator of the deceased, to  
12 any of the deceased's relatives by blood or legal adoption or  
13 connection by marriage, or to any person appearing to the  
14 insurer to be equitably entitled thereto.

15  
16 Only insurers writing motor vehicle liability insurance in  
17 this state may provide the required benefits of this section,  
18 and no such insurer shall require the purchase of any other  
19 motor vehicle coverage other than the purchase of property  
20 damage liability coverage as required by s. 627.7275 as a  
21 condition for providing such required benefits. Insurers may  
22 not require that property damage liability insurance in an  
23 amount greater than \$10,000 be purchased in conjunction with  
24 personal injury protection. Such insurers shall make benefits  
25 and required property damage liability insurance coverage  
26 available through normal marketing channels. Any insurer  
27 writing motor vehicle liability insurance in this state who  
28 fails to comply with such availability requirement as a  
29 general business practice shall be deemed to have violated  
30 part IX of chapter 626, and such violation shall constitute an  
31 unfair method of competition or an unfair or deceptive act or

1 | practice involving the business of insurance; and any such  
2 | insurer committing such violation shall be subject to the  
3 | penalties afforded in such part, as well as those which may be  
4 | afforded elsewhere in the insurance code.

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

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

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

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

31 |

1        (c) Upon receiving notice of an accident that is  
2 potentially covered by personal injury protection benefits,  
3 the insurer must reserve \$5,000 of personal injury protection  
4 benefits for payment to physicians licensed under chapter 458  
5 or chapter 459 or dentists licensed under chapter 466 who  
6 provide emergency services and care, as defined in s.  
7 395.002(9), or who provide hospital inpatient care. The amount  
8 required to be held in reserve may be used only to pay claims  
9 from such physicians or dentists until 30 days after the date  
10 the insurer receives notice of the accident. After the 30-day  
11 period, any amount of the reserve for which the insurer has  
12 not received notice of a claim from a physician or dentist who  
13 provided emergency services and care or who provided hospital  
14 inpatient care may then be used by the insurer to pay other  
15 claims. The time periods specified in paragraph (b) for  
16 required payment of personal injury protection benefits shall  
17 be tolled for the period of time that an insurer is required  
18 by this paragraph to hold payment of a claim that is not from  
19 a physician or dentist who provided emergency services and  
20 care or who provided hospital inpatient care to the extent  
21 that the personal injury protection benefits not held in  
22 reserve are insufficient to pay the claim. This paragraph does  
23 not require an insurer to establish a claim reserve for  
24 insurance accounting purposes.

25        (d)(e) All overdue payments shall bear simple interest  
26 at the rate established under s. 55.03 or the rate established  
27 in the insurance contract, whichever is greater, for the year  
28 in which the payment became overdue, calculated from the date  
29 the insurer was furnished with written notice of the amount of  
30 covered loss. Interest shall be due at the time payment of the  
31 overdue claim is made.

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

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

7           2. Accidental bodily injury sustained outside this  
8 state, but within the United States of America or its  
9 territories or possessions or Canada, by the owner while  
10 occupying the owner's motor vehicle.

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

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

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

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

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

1 | entitled to recover from each of the other insurers an  
2 | equitable pro rata share of the benefits paid and expenses  
3 | incurred in processing the claim.

4 |       ~~(g)(f)~~ It is a violation of the insurance code for an  
5 | insurer to fail to timely provide benefits as required by this  
6 | section with such frequency as to constitute a general  
7 | business practice.

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

25 |       (5) CHARGES FOR TREATMENT OF INJURED PERSONS.--

26 |       (a)1. Any physician, hospital, clinic, or other person  
27 | or institution lawfully rendering treatment to an injured  
28 | person for a bodily injury covered by personal injury  
29 | protection insurance may charge the insurer and injured party  
30 | only a reasonable amount pursuant to this section for the  
31 | services and supplies rendered, and the insurer providing such

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

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

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

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

26 c. For emergency services and care rendered by a  
27 physician and related hospital inpatient services rendered by  
28 a physician, the usual and customary charges in the community.

29 d. For hospital inpatient services, other than  
30 emergency services and care, 200 percent of the Medicare Part  
31

1 A prospective payment applicable to the specific hospital  
2 providing the inpatient services.

3 e. For hospital outpatient services, other than  
4 emergency services and care, 200 percent of the Medicare Part  
5 A Ambulatory Payment Classification for the specific hospital  
6 providing the outpatient services.

7 f. For all other medical services, supplies, and care,  
8 200 percent of the applicable Medicare Part B fee schedule.  
9 However, if such services, supplies, or care are not  
10 reimbursable under Medicare Part B, the insurer may limit  
11 reimbursement to 80 percent of the maximum reimbursable  
12 allowance under workers' compensation, as determined under s.  
13 440.13 and rules adopted thereunder which are in effect at the  
14 time such services, supplies, or care are provided. Services,  
15 supplies, or care that are not reimbursable under Medicare or  
16 workers' compensation are not required to be reimbursed by the  
17 insurer.

18 3. For purposes of subparagraph 2., the applicable fee  
19 schedule or payment limitation under Medicare is the fee  
20 schedule or payment limitation in effect at the time the  
21 services, supplies, or care were rendered and for the area in  
22 which such services were rendered, except that it may not be  
23 less than the applicable 2007 Medicare Part B fee schedule for  
24 medical services, supplies, and care subject to Medicare Part  
25 B.

26 4. Subparagraph 2. does not allow the insurer to apply  
27 any limitation on the number of treatments or other  
28 utilization limits that apply under Medicare or workers'  
29 compensation. An insurer that applies the allowable payment  
30 limitations of subparagraph 2. must reimburse a provider who  
31 lawfully provided care or treatment under the scope of his or



1 her license, regardless of whether such provider would be  
2 entitled to reimbursement under Medicare due to restrictions  
3 or limitations on the types or discipline of health care  
4 providers who may be reimbursed for particular procedures or  
5 procedure codes.

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

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

15 a. Made by a broker or by a person making a claim on  
16 behalf of a broker;

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

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

21 d. With respect to a bill or statement that does not  
22 substantially meet the applicable requirements of paragraph  
23 (d);

24 e. For any treatment or service that is upcoded, or  
25 that is unbundled when such treatment or services should be  
26 bundled, in accordance with paragraph (d). To facilitate  
27 prompt payment of lawful services, an insurer may change codes  
28 that it determines to have been improperly or incorrectly  
29 upcoded or unbundled, and may make payment based on the  
30 changed codes, without affecting the right of the provider to  
31 dispute the change by the insurer, provided that before doing

1 | so, the insurer must contact the health care provider and  
2 | discuss the reasons for the insurer's change and the health  
3 | care provider's reason for the coding, or make a reasonable  
4 | good faith effort to do so, as documented in the insurer's  
5 | file; and

6 |         f. For medical services or treatment billed by a  
7 | physician and not provided in a hospital unless such services  
8 | are rendered by the physician or are incident to his or her  
9 | professional services and are included on the physician's  
10 | bill, including documentation verifying that the physician is  
11 | responsible for the medical services that were rendered and  
12 | billed.

13 |         ~~2. Charges for medically necessary cephalic~~  
14 | ~~thermograms, peripheral thermograms, spinal ultrasounds,~~  
15 | ~~extremity ultrasounds, video fluoroscopy, and surface~~  
16 | ~~electromyography shall not exceed the maximum reimbursement~~  
17 | ~~allowance for such procedures as set forth in the applicable~~  
18 | ~~fee schedule or other payment methodology established pursuant~~  
19 | ~~to s. 440.13.~~

20 |         ~~3. Allowable amounts that may be charged to a personal~~  
21 | ~~injury protection insurance insurer and insured for medically~~  
22 | ~~necessary nerve conduction testing when done in conjunction~~  
23 | ~~with a needle electromyography procedure and both are~~  
24 | ~~performed and billed solely by a physician licensed under~~  
25 | ~~chapter 458, chapter 459, chapter 460, or chapter 461 who is~~  
26 | ~~also certified by the American Board of Electrodiagnostic~~  
27 | ~~Medicine or by a board recognized by the American Board of~~  
28 | ~~Medical Specialties or the American Osteopathic Association or~~  
29 | ~~who holds diplomate status with the American Chiropractic~~  
30 | ~~Neurology Board or its predecessors shall not exceed 200~~  
31 | ~~percent of the allowable amount under the participating~~

1 ~~physician fee schedule of Medicare Part B for year 2001, for~~  
2 ~~the area in which the treatment was rendered, adjusted~~  
3 ~~annually on August 1 to reflect the prior calendar year's~~  
4 ~~changes in the annual Medical Care Item of the Consumer Price~~  
5 ~~Index for All Urban Consumers in the South Region as~~  
6 ~~determined by the Bureau of Labor Statistics of the United~~  
7 ~~States Department of Labor.~~

8         4. ~~Allowable amounts that may be charged to a personal~~  
9 ~~injury protection insurance insurer and insured for medically~~  
10 ~~necessary nerve conduction testing that does not meet the~~  
11 ~~requirements of subparagraph 3. shall not exceed the~~  
12 ~~applicable fee schedule or other payment methodology~~  
13 ~~established pursuant to s. 440.13.~~

14         5. ~~Allowable amounts that may be charged to a personal~~  
15 ~~injury protection insurance insurer and insured for magnetic~~  
16 ~~resonance imaging services shall not exceed 175 percent of the~~  
17 ~~allowable amount under the participating physician fee~~  
18 ~~schedule of Medicare Part B for year 2001, for the area in~~  
19 ~~which the treatment was rendered, adjusted annually on August~~  
20 ~~1 to reflect the prior calendar year's changes in the annual~~  
21 ~~Medical Care Item of the Consumer Price Index for All Urban~~  
22 ~~Consumers in the South Region as determined by the Bureau of~~  
23 ~~Labor Statistics of the United States Department of Labor for~~  
24 ~~the 12 month period ending June 30 of that year, except that~~  
25 ~~allowable amounts that may be charged to a personal injury~~  
26 ~~protection insurance insurer and insured for magnetic~~  
27 ~~resonance imaging services provided in facilities accredited~~  
28 ~~by the Accreditation Association for Ambulatory Health Care,~~  
29 ~~the American College of Radiology, or the Joint Commission on~~  
30 ~~Accreditation of Healthcare Organizations shall not exceed 200~~  
31 ~~percent of the allowable amount under the participating~~

1 ~~physician fee schedule of Medicare Part B for year 2001, for~~  
2 ~~the area in which the treatment was rendered, adjusted~~  
3 ~~annually on August 1 to reflect the prior calendar year's~~  
4 ~~changes in the annual Medical Care Item of the Consumer Price~~  
5 ~~Index for All Urban Consumers in the South Region as~~  
6 ~~determined by the Bureau of Labor Statistics of the United~~  
7 ~~States Department of Labor for the 12 month period ending June~~  
8 ~~30 of that year. This paragraph does not apply to charges for~~  
9 ~~magnetic resonance imaging services and nerve conduction~~  
10 ~~testing for inpatients and emergency services and care as~~  
11 ~~defined in chapter 395 rendered by facilities licensed under~~  
12 ~~chapter 395.~~

13 2.6. The Department of Health, in consultation with  
14 the appropriate professional licensing boards, shall adopt, by  
15 rule, a list of diagnostic tests deemed not to be medically  
16 necessary for use in the treatment of persons sustaining  
17 bodily injury covered by personal injury protection benefits  
18 under this section. The initial list shall be adopted by  
19 January 1, 2004, and shall be revised from time to time as  
20 determined by the Department of Health, in consultation with  
21 the respective professional licensing boards. Inclusion of a  
22 test on the list of invalid diagnostic tests shall be based on  
23 lack of demonstrated medical value and a level of general  
24 acceptance by the relevant provider community and shall not be  
25 dependent for results entirely upon subjective patient  
26 response. Notwithstanding its inclusion on a fee schedule in  
27 this subsection, an insurer or insured is not required to pay  
28 any charges or reimburse claims for any invalid diagnostic  
29 test as determined by the Department of Health.

30 (8) APPLICABILITY OF PROVISION REGULATING ATTORNEY'S  
31 FEES.--With respect to any dispute under the provisions of ss.

1 627.730-627.7405 between the insured and the insurer, or  
2 between an assignee of an insured's rights and the insurer,  
3 the provisions of s. 627.428 shall apply, except as provided  
4 in subsections ~~subsection~~ (10) and (15).

5 (10) DEMAND LETTER.--

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

1           (e) The applicable statute of limitation for an action  
2 under this section shall be tolled for a period of 30 ~~15~~  
3 business days by the mailing of the notice required by this  
4 subsection.

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

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

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

18           (15) ALL CLAIMS BROUGHT IN A SINGLE ACTION.--In any  
19 civil action to recover personal injury protection benefits  
20 brought by a claimant pursuant to this section against an  
21 insurer, all claims related to the same health care provider  
22 for the same injured person shall be brought in one action,  
23 unless good cause is shown why such claims should be brought  
24 separately. If the court determines that a civil action is  
25 filed for a claim that should have been brought in a prior  
26 civil action, the court may not award attorney's fees to the  
27 claimant.

28           (16) SECURE ELECTRONIC DATA TRANSFER.--If all parties  
29 mutually and expressly agree, a notice, documentation,  
30 transmission, or communication of any kind required or  
31 authorized under ss. 627.730-627.7405 may be transmitted

1 electronically if it is transmitted by secure electronic data  
2 transfer that is consistent with state and federal privacy and  
3 security laws.

4 Section 21. Application of the Florida Motor Vehicle  
5 No-Fault Law.--

6 (1) The requirements of ss. 627.730-627.7405, the  
7 Florida Motor Vehicle No-Fault Law, as revived, reenacted, and  
8 amended by this act, apply to all motor vehicle owners who are  
9 subject to such law on or after February 15, 2008, and to all  
10 motor vehicle insurance policies in effect on or after  
11 February 15, 2008. The Legislature finds that in order to  
12 protect the public health, safety, and welfare, it is  
13 necessary to require insurers to revise or endorse policies  
14 that are in effect on February 15, 2008, to add personal  
15 injury protection as required by subsection (2), and to  
16 provide a uniform date for motor vehicle owners to obtain or  
17 continue such security and for insurance policies to provide  
18 such coverage. In order to avoid revising in-force policies,  
19 enforcement would depend on policyholders electing to add such  
20 coverage, which would result in a much greater number of  
21 uninsured vehicles, an inability of accident victims to obtain  
22 medical care, a greater level of uncompensated medical care,  
23 higher costs to public and private health care systems, and  
24 greater numbers of persons being subject to penalties for  
25 noncompliance. Alternatively, in order to avoid amending  
26 in-force policies, the effective date would have to be delayed  
27 for at least 1 year, during which time no mandatory coverage  
28 requirements would apply for injuries sustained in a motor  
29 vehicle accident, which would cause even greater harm to the  
30 public health, safety, and welfare for the reasons mentioned.

31

1           (2) Effective February 15, 2008, each insurer that has  
2 issued coverage for a motor vehicle that is subject to the  
3 Florida Motor Vehicle No-Fault Law shall endorse or revise  
4 such policy to add personal injury protection coverage as  
5 required by such law and to make any other related coverage  
6 changes to optional medical payments or similar coverage. The  
7 insurer shall provide notice to the policyholder of the  
8 coverage and premium changes as otherwise required by law.  
9 Insurers shall make rate filings with the Office of Insurance  
10 Regulation as required by law to revise rates for all affected  
11 coverages, including bodily injury liability coverage and  
12 uninsured motorist coverage, which shall take effect February  
13 15, 2008. Revised rates shall be applied on a pro rata basis  
14 for the remainder of the policy term for policies in force on  
15 February 15, 2008.

16           (3) The Legislature recognizes that the Florida Motor  
17 Vehicle No-Fault Law was repealed on October 1, 2007, and that  
18 vehicle owners are not required to maintain personal injury  
19 protection coverage on or after that date until February 15,  
20 2008. Notwithstanding any other law, an insurer is not  
21 required to report the issuance, cancellation, or nonrenewal  
22 of personal injury protection coverage occurring between  
23 October 1, 2007, and February 14, 2008, inclusive, to the  
24 Department of Highway Safety and Motor Vehicles. Any law  
25 requiring personal injury protection coverage or providing  
26 sanctions for failure to maintain or demonstrate proof of such  
27 coverage does not apply during this time period. However, this  
28 subsection does not relieve a motor vehicle owner from  
29 responsibility for maintaining property damage liability  
30 coverage as required by law and does not relieve an insurer  
31



1 from reporting the issuance, cancellation, or nonrenewal of  
2 property damage liability coverage as required by law.

3           Section 22. This act shall take effect upon becoming a  
4 law, except that sections 8 through 20 of this act shall take  
5 effect February 15, 2008.  
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