

Amendment No. 1

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED	<u>    </u>	(Y/N)
ADOPTED AS AMENDED	<u>    </u>	(Y/N)
ADOPTED W/O OBJECTION	<u>    </u>	(Y/N)
FAILED TO ADOPT	<u>    </u>	(Y/N)
WITHDRAWN	<u>    </u>	(Y/N)
OTHER	<u>    </u>	

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1 Committee/Subcommittee hearing bill: Commerce Committee  
 2 Representative Shaw offered the following:

**Amendment**

5 Remove lines 203-303 and insert:

6 under another professional license. The term does not include a  
 7 person who photographs or inventories damaged personal property  
 8 or business personal property, if such person does not otherwise  
 9 adjust, investigate, or negotiate for or attempt to effect  
 10 settlement of a claim.

11 ~~(6) A public adjuster may not directly or indirectly~~  
 12 ~~through any other person or entity initiate contact or engage in~~  
 13 ~~face-to-face or telephonic solicitation or enter into a contract~~  
 14 ~~with any insured or claimant under an insurance policy until at~~  
 15 ~~least 48 hours after the occurrence of an event that may be the~~

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16 ~~subject of a claim under the insurance policy unless contact is~~  
17 ~~initiated by the insured or claimant.~~

18 (6)~~(7)~~ An insured or claimant may cancel a public  
19 adjuster's contract to adjust a claim without penalty or  
20 obligation within 3 business days after the date on which the  
21 contract is executed or within 3 business days after the date on  
22 which the insured or claimant has notified the insurer of the  
23 claim, ~~by phone or in writing,~~ whichever is later. The public  
24 adjuster's contract must disclose to the insured or claimant his  
25 or her right to cancel the contract and advise the insured or  
26 claimant that notice of cancellation must be submitted in  
27 writing and sent by certified mail, return receipt requested, or  
28 other form of mailing that provides proof thereof, to the public  
29 adjuster at the address specified in the contract; provided,  
30 during any state of emergency as declared by the Governor and  
31 for 1 year after the date of loss, the insured or claimant has 5  
32 business days after the date on which the contract is executed  
33 to cancel a public adjuster's contract.

34 (10) (a)~~(11) (a)~~ If a public adjuster enters into a contract  
35 with an insured or claimant to reopen a claim or file a  
36 supplemental claim that seeks additional payments for a claim  
37 that has been previously paid in part or in full or settled by  
38 the insurer, the public adjuster may not charge, agree to, or  
39 accept from any source compensation, payment, commission, fee,  
40 or any other thing of value based on a previous settlement or

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41 previous claim payments by the insurer for the same cause of  
42 loss. The charge, compensation, payment, commission, fee, or any  
43 other thing of value must be based only on the claim payments or  
44 settlement obtained through the work of the public adjuster  
45 after entering into the contract with the insured or claimant.  
46 Compensation for the reopened or supplemental claim may not  
47 exceed 20 percent of the reopened or supplemental claim payment.  
48 In no event shall the contracts described in this paragraph  
49 exceed the limitations in paragraph (b).

50 (b) A public adjuster may not charge, agree to, or accept  
51 from any source compensation, payment, commission, fee, or any  
52 other thing of value in excess of:

53 1. Ten percent of the amount of insurance claim payments  
54 made by the insurer for claims based on events that are the  
55 subject of a declaration of a state of emergency by the  
56 Governor. This provision applies to claims made during the year  
57 after the declaration of emergency. After that year, the  
58 limitations in subparagraph 2. apply.

59 2. Twenty percent of the amount of insurance claim  
60 payments made by the insurer for claims that are not based on  
61 events that are the subject of a declaration of a state of  
62 emergency by the Governor.

63 (c) Insurance claim payments made by the insurer do not  
64 include policy deductibles, and public adjuster compensation may  
65 not be based on the deductible portion of a claim.

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66 (d)-(e) Any maneuver, shift, or device through which the  
67 limits on compensation set forth in this subsection are exceeded  
68 is a violation of this chapter punishable as provided under s.  
69 626.8698.

70 (17)-(18) A public adjuster, a public adjuster apprentice,  
71 or a person acting on behalf of an adjuster or apprentice may  
72 not enter into a contract or accept a power of attorney that  
73 vests in the public adjuster, the public adjuster apprentice, or  
74 the person acting on behalf of the adjuster or apprentice the  
75 effective authority to choose the persons or entities that will  
76 perform repair work in a property insurance claim or provide  
77 goods or services that will require the insured or third-party  
78 claimant to expend funds in excess of those payable to the  
79 public adjuster under the terms of the contract for adjusting  
80 services.

81 (18)-(19) Subsections (5)-(17) ~~(5)-(18)~~ apply only to  
82 residential property insurance policies and condominium unit  
83 owner policies as described in s. 718.111(11).

84 (19) Except as otherwise provided in this chapter, no  
85 person, except an attorney at law or a public adjuster, may for  
86 money, commission, or any other thing of value, directly or  
87 indirectly:

88 (a) Prepare, complete, or file an insurance claim for an  
89 insured or a third-party claimant;

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90 (b) Act on behalf of or aid an insured or a third-party  
91 claimant in negotiating for or effecting the settlement of a  
92 claim for loss or damage covered by an insurance contract;

93 (c) Advertise for employment as a public adjuster; or

94 (d) Solicit, investigate, or adjust a claim on behalf of a  
95 public adjuster, an insured, or a third-party claimant.

96 Section 6. Section 626.8541, Florida Statutes, is  
97 repealed.

98 Section 7. Section 626.8548, Florida Statutes, is amended  
99 to read:

100 626.8548 "All-lines adjuster" defined.—An "all-lines  
101 adjuster" is a person who, for money, commission, or any other  
102 thing of value, directly or indirectly is self-employed or  
103 employed by an insurer, a wholly owned subsidiary of an insurer,  
104 or an independent adjusting firm or other independent adjuster,  
105 and who undertakes on behalf of a public adjuster or an insurer  
106 or other insurers under common control or ownership to ascertain  
107 and determine the amount of any claim, loss, or damage payable  
108 under an insurance contract or undertakes to effect settlement  
109 of such claim, loss, or damage. The term also includes any  
110 person who, for money, commission, or any other thing of value,  
111 directly or indirectly solicits claims on behalf of a public  
112 adjuster, but does not include paid spokespersons used as part  
113 of a written or an electronic advertisement or a person who  
114 photographs or inventories damaged personal property or business

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115 | personal property, if such person does not otherwise adjust,  
116 | investigate, or negotiate for or attempt to effect settlement of  
117 | a claim. The term does not