

26 INSURANCE COVERAGE FOR DAMAGE FROM RISING WATER AND MY PROPERTY
27 WILL NOT BE COVERED FOR FLOOD DAMAGE UNLESS I SEPARATELY
28 PURCHASE FLOOD INSURANCE COVERAGE."

29 (5)-(4) A homeowner's insurance policy must include in bold
30 type no smaller than 18 points the following statement:

31
32 "LAW AND ORDINANCE COVERAGE IS AN IMPORTANT COVERAGE THAT YOU
33 MAY WISH TO PURCHASE. YOU MAY ALSO NEED TO CONSIDER THE PURCHASE
34 OF FLOOD INSURANCE FROM THE NATIONAL FLOOD INSURANCE PROGRAM OR
35 AN ADMITTED FLORIDA FLOOD INSURER. AS YOU ACKNOWLEDGED AT THE
36 TIME OF APPLICATION, THIS POLICY DOES NOT INCLUDE FLOOD
37 INSURANCE. FLOOD INSURANCE COVERS DAMAGE FROM RISING WATER. IF
38 THIS POLICY PROVIDES WINDSTORM COVERAGE, ALSO KNOWN AS HURRICANE
39 INSURANCE, IT DOES NOT COVER DAMAGE FROM RISING WATER. WITHOUT
40 FLOOD INSURANCE THIS COVERAGE, YOU MAY HAVE UNCOVERED LOSSES
41 RESULTING FROM RISING WATER. PLEASE DISCUSS THESE COVERAGES WITH
42 YOUR INSURANCE AGENT."

43
44 The intent of this subsection is to encourage policyholders to
45 purchase sufficient coverage to protect them in case events
46 excluded from the standard homeowners policy, such as law and
47 ordinance enforcement and flood, combine with covered events to
48 produce damage or loss to the insured property. The intent is
49 also to encourage policyholders to discuss these issues with
50 their insurance agent.

51 Section 2. Section 627.7142, Florida Statutes, is amended
52 to read:

53 627.7142 Homeowner Claims Bill of Rights.—An insurer
54 issuing a personal lines residential property insurance policy
55 in this state must provide a Homeowner Claims Bill of Rights to
56 a policyholder within 14 days after receiving an initial
57 communication with respect to a claim, unless the claim follows
58 an event that is the subject of a declaration of a state of
59 emergency by the Governor. The purpose of the bill of rights is
60 to summarize, in simple, nontechnical terms, existing Florida
61 law regarding the rights of a personal lines residential
62 property insurance policyholder who files a claim of loss. The
63 Homeowner Claims Bill of Rights is specific to the claims
64 process and does not represent all of a policyholder's rights
65 under Florida law regarding the insurance policy. The Homeowner
66 Claims Bill of Rights does not create a civil cause of action by
67 any individual policyholder or class of policyholders against an
68 insurer or insurers. The failure of an insurer to properly
69 deliver the Homeowner Claims Bill of Rights is subject to
70 administrative enforcement by the office but is not admissible
71 as evidence in a civil action against an insurer. The Homeowner
72 Claims Bill of Rights does not enlarge, modify, or contravene
73 statutory requirements, including, but not limited to, ss.
74 626.854, 626.9541, 627.70131, 627.7015, and 627.7074, and does
75 not prohibit an insurer from exercising its right to repair

76 | damaged property in compliance with the terms of an applicable
 77 | policy or ss. 627.7011(6)(e) ~~ss. 627.7011(5)(e)~~ and 627.702(7).

78 | The Homeowner Claims Bill of Rights must state:

79 | HOMEOWNER CLAIMS

80 | BILL OF RIGHTS

81 | This Bill of Rights is specific to the claims process and does
 82 | not represent all of your rights under Florida law regarding
 83 | your policy. There are also exceptions to the stated timelines
 84 | when conditions are beyond your insurance company's control.

85 | This document does not create a civil cause of action by an
 86 | individual policyholder, or a class of policyholders, against an
 87 | insurer or insurers and does not prohibit an insurer from
 88 | exercising its right to repair damaged property in compliance
 89 | with the terms of an applicable policy.

90 | YOU HAVE THE RIGHT TO:

91 | 1. Receive from your insurance company an acknowledgment
 92 | of your reported claim within 14 days after the time you
 93 | communicated the claim.

94 | 2. Upon written request, receive from your insurance
 95 | company within 30 days after you have submitted a complete
 96 | proof-of-loss statement to your insurance company,
 97 | confirmation that your claim is covered in full, partially
 98 | covered, or denied, or receive a written statement that
 99 | your claim is being investigated.

100 | 3. Within 90 days, subject to any dual interest noted in

101 the policy, receive full settlement payment for your claim
102 or payment of the undisputed portion of your claim, or your
103 insurance company's denial of your claim.

104 4. Free mediation of your disputed claim by the Florida
105 Department of Financial Services, Division of Consumer
106 Services, under most circumstances and subject to certain
107 restrictions.

108 5. Neutral evaluation of your disputed claim, if your
109 claim is for damage caused by a sinkhole and is covered by
110 your policy.

111 6. Contact the Florida Department of Financial Services,
112 Division of Consumer Services' toll-free helpline for
113 assistance with any insurance claim or questions pertaining
114 to the handling of your claim. You can reach the Helpline
115 by phone at...(toll-free phone number)..., or you can seek
116 assistance online at the Florida Department of Financial
117 Services, Division of Consumer Services' website
118 at...(website address)....

119 YOU ARE ADVISED TO:

120 1. Contact your insurance company before entering into any
121 contract for repairs to confirm any managed repair policy
122 provisions or optional preferred vendors.

123 2. Make and document emergency repairs that are necessary
124 to prevent further damage. Keep the damaged property, if
125 feasible, keep all receipts, and take photographs of damage

126 before and after any repairs.

127 3. Carefully read any contract that requires you to pay
 128 out-of-pocket expenses or a fee that is based on a
 129 percentage of the insurance proceeds that you will receive
 130 for repairing or replacing your property.

131 4. Confirm that the contractor you choose is licensed to
 132 do business in Florida. You can verify a contractor's
 133 license and check to see if there are any complaints
 134 against him or her by calling the Florida Department of
 135 Business and Professional Regulation. You should also ask
 136 the contractor for references from previous work.

137 5. Require all contractors to provide proof of insurance
 138 before beginning repairs.

139 6. Take precautions if the damage requires you to leave
 140 your home, including securing your property and turning off
 141 your gas, water, and electricity, and contacting your
 142 insurance company and provide a phone number where you can
 143 be reached.

144 Section 3. Paragraph (a) of subsection (1) of section
 145 627.715, Florida Statutes, is amended to read:

146 627.715 Flood insurance.—An authorized insurer may issue
 147 an insurance policy, contract, or endorsement providing personal
 148 lines residential coverage for the peril of flood or excess
 149 coverage for the peril of flood on any structure or the contents
 150 of personal property contained therein, subject to this section.

151 This section does not apply to commercial lines residential or
152 commercial lines nonresidential coverage for the peril of flood.
153 An insurer may issue flood insurance policies, contracts,
154 endorsements, or excess coverage on a standard, preferred,
155 customized, flexible, or supplemental basis.

156 (1) (a) Except for excess flood insurance policies,
157 policies issued under this section include:

158 1. Standard flood insurance, which must cover only losses
159 from the peril of flood, as defined in paragraph (b), equivalent
160 to that provided under a standard flood insurance policy under
161 the National Flood Insurance Program. Standard flood insurance
162 issued under this section must provide the same coverage,
163 including deductibles and adjustment of losses, as that provided
164 under a standard flood insurance policy under the National Flood
165 Insurance Program.

166 2. Preferred flood insurance, which must include the same
167 coverage as standard flood insurance but:

168 a. Include, within the definition of "flood," losses from
169 water intrusion originating from outside the structure that are
170 not otherwise covered under the definition of "flood" provided
171 in paragraph (b).

172 b. Include coverage for additional living expenses.

173 c. Require that any loss under personal property or
174 contents coverage that is repaired or replaced be adjusted only
175 on the basis of replacement costs up to the policy limits.

176 3. Customized flood insurance, which must include coverage
 177 that is broader than the coverage provided under standard flood
 178 insurance.

179 4. Flexible flood insurance, which must cover losses from
 180 the peril of flood, as defined in paragraph (b), and may also
 181 include coverage for losses from water intrusion originating
 182 from outside the structure which is not otherwise covered by the
 183 definition of flood. Flexible flood insurance must include one
 184 or more of the following provisions:

185 a. An agreement between the insurer and the insured that
 186 the flood coverage is in a specified amount, such as coverage
 187 that is limited to the total amount of each outstanding mortgage
 188 applicable to the covered property.

189 b. A requirement for a deductible in an amount authorized
 190 under s. 627.701, including a deductible in an amount authorized
 191 for hurricanes.

192 c. A requirement that flood loss to a dwelling be adjusted
 193 in accordance with s. 627.7011(4) ~~s. 627.7011(3)~~ or adjusted
 194 only on the basis of the actual cash value of the property.

195 d. A restriction limiting flood coverage to the principal
 196 building defined in the policy.

197 e. A provision including or excluding coverage for
 198 additional living expenses.

199 f. A provision excluding coverage for personal property or
 200 contents as to the peril of flood.

201 5. Supplemental flood insurance, which may provide
202 coverage designed to supplement a flood policy obtained from the
203 National Flood Insurance Program or from an insurer issuing
204 standard or preferred flood insurance pursuant to this section.
205 Supplemental flood insurance may provide, but need not be
206 limited to, coverage for jewelry, art, deductibles, and
207 additional living expenses.

208 Section 4. The amendments made by this act to s. 627.7011,
209 Florida Statutes, apply to:

210 (1) Policies initially issued on or after January 1, 2019;
211 and

212 (2) Policies in force on January 1, 2019, upon first
213 renewal.

214 Section 5. This act shall take effect January 1, 2019.