

Amendment No.

COMMITTEE/SUBCOMMITTEE ACTION

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WITHDRAWN _____ (Y/N)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

1 Committee/Subcommittee hearing bill: Judiciary Committee
2 Representative Rommel offered the following:

3
4 **Amendment (with title amendment)**

5 Remove everything after the enacting clause and insert:

6
7 Section 1. Section 627.7152, Florida Statutes, is created
8 to read:

9 627.7152 Assignment agreements.-

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

11 (a) "Assignee" means a person who is assigned post-loss
12 benefits through an assignment agreement.

13 (b) "Assignment agreement" means any instrument by which
14 post-loss benefits under a residential property insurance policy
15 or commercial property insurance policy, as that term is defined
16 in s. 627.0625(1), are assigned or transferred, or acquired in

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17 any manner, in whole or in part, to or from a person providing
18 services to protect, repair, restore, or replace property or to
19 mitigate against further damage to the property.

20 (c) "Assignor" means a person who assigns post-loss
21 benefits under a residential property insurance policy or
22 commercial property insurance policy to another person through
23 an assignment agreement.

24 (d) "Disputed amount" means the difference between the
25 assignee's presuit settlement demand and the insurer's presuit
26 settlement offer.

27 (e) "Judgment obtained" means damages recovered, if any,
28 but does not include any amount awarded for attorney fees,
29 costs, or interest.

30 (f) "Presuit settlement demand" means the demand made by
31 the assignee in the written notice of intent to initiate
32 litigation as required by paragraph (8) (a).

33 (g) "Presuit settlement offer" means the offer made by the
34 insurer in its written response to the notice of intent to
35 initiate litigation as required by paragraph (8) (b).

36 (2) (a) An assignment agreement must:

37 1. Be in writing and executed by and between the assignor
38 and the assignee.

39 2. Contain a provision that allows the assignor to rescind
40 the assignment agreement without a penalty or fee by submitting
41 a written notice of rescission signed by the assignor to the

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42 assignee within 7 days after the execution of the agreement, at
43 least 30 days after the date work on the property is scheduled
44 to commence if the assignee has not substantially performed, or
45 at least 30 days after the execution of the agreement if the
46 agreement does not contain a commencement date and the assignee
47 has not begun substantial work on the property.

48 3. Contain a provision requiring the assignee to provide a
49 copy of the executed assignment agreement to the insurer within
50 3 business days after the date on which the assignment agreement
51 is executed or the date on which work begins, whichever is
52 earlier. Delivery of the copy of the assignment agreement to the
53 insurer may be made:

54 a. By personal service, overnight delivery, or electronic
55 transmission, with evidence of delivery in the form of a receipt
56 or other paper or electronic acknowledgement by the insurer; or

57 b. To the location designated for receipt of such
58 agreements as specified in the policy.

59 4. Contain a written, itemized, per-unit cost estimate of
60 the services to be performed by the assignee. If the estimate of
61 services includes a claim for water restoration services, the
62 estimate must also include proof that the assignee or
63 subcontractor of the assignee possesses a valid certification
64 from an entity that requires water remediation to be performed
65 in accordance with the American National Standards Institute-
66 approved standards.

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67 5. Relate only to work to be performed by the assignee for
68 services to protect, repair, restore, or replace dwellings or
69 structures or to mitigate against further damage to such
70 property.

71 6. Contain the following notice in 18-point uppercase and
72 boldfaced type:

73
74 YOU ARE AGREEING TO GIVE UP CERTAIN RIGHTS YOU HAVE UNDER YOUR
75 INSURANCE POLICY TO A THIRD PARTY, WHICH MAY RESULT IN
76 LITIGATION AGAINST YOUR INSURER. PLEASE READ AND UNDERSTAND THIS
77 DOCUMENT BEFORE SIGNING IT. YOU HAVE THE RIGHT TO CANCEL THIS
78 AGREEMENT WITHOUT PENALTY WITHIN 7 DAYS AFTER THE DATE THIS
79 AGREEMENT IS EXECUTED, AT LEAST 30 DAYS AFTER THE DATE WORK ON
80 THE PROPERTY IS SCHEDULED TO COMMENCE IF THE ASSIGNEE HAS NOT
81 SUBSTANTIALLY PERFORMED, OR AT LEAST 30 DAYS AFTER THE EXECUTION
82 OF THE AGREEMENT IF THE AGREEMENT DOES NOT CONTAIN A
83 COMMENCEMENT DATE AND THE ASSIGNEE HAS NOT BEGUN SUBSTANTIAL
84 WORK ON THE PROPERTY. HOWEVER, YOU ARE OBLIGATED FOR PAYMENT OF
85 ANY CONTRACTED WORK PERFORMED BEFORE THE AGREEMENT IS RESCINDED.
86 THIS AGREEMENT DOES NOT CHANGE YOUR OBLIGATION TO PERFORM THE
87 DUTIES REQUIRED UNDER YOUR PROPERTY INSURANCE POLICY.

88
89 7. Contain a provision requiring the assignee to indemnify
90 and hold harmless the assignor from all liabilities, damages,
91 losses, and costs, including, but not limited to, attorney fees,

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92 should the policy subject to the assignment agreement prohibit,
93 in whole or in part, the assignment of benefits.

94 (b) An assignment agreement may not contain:

95 1. A penalty or fee for rescission under subparagraph
96 (a)2.;

97 2. A check or mortgage processing fee;

98 3. A penalty or fee for cancellation of the assignment
99 agreement; or

100 4. An administrative fee.

101 (c) An assignment agreement that does not comply with this
102 subsection is invalid and unenforceable.

103 (3) In a claim arising under an assignment agreement, an
104 assignee has the burden to demonstrate that the insurer is not
105 prejudiced by the assignee's failure to:

106 (a) Maintain records of all services provided under the
107 assignment agreement.

108 (b) Cooperate with the insurer in the claim investigation.

109 (c) Provide the insurer with requested records and
110 documents related to the services provided, and permit the
111 insurer to make copies of such records and documents.

112 (d) Deliver a copy of the executed assignment agreement to
113 the insurer within 3 business days after executing the
114 assignment agreement or work has begun, whichever is earlier.

115 (4) An assignee:

116 (a) Must provide the assignor with accurate and up-to-date

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117 revised estimates of the scope of work to be performed as
118 supplemental or additional repairs are required.

119 (b) Must perform the work in accordance with accepted
120 industry standards.

121 (c) May not seek payment from the assignor exceeding the
122 applicable deductible under the policy unless the assignor has
123 chosen to have additional work performed at the assignor's own
124 expense.

125 (d) Must, as a condition precedent to filing suit under
126 the policy, and, if required by the insurer, submit to
127 examinations under oath and recorded statements conducted by the
128 insurer or the insurer's representative that are reasonably
129 necessary, based on the scope of the work and the complexity of
130 the claim, which examinations and recorded statements must be
131 limited to matters related to the services provided, the cost of
132 the services, and the assignment agreement.

133 (e) Must, as a condition precedent to filing suit under
134 the policy, and, if required by the insurer, participate in
135 appraisal or other alternative dispute resolution methods in
136 accordance with the terms of the policy.

137 (5) An assignment agreement and this section do not modify
138 or eliminate any term, condition, or defense relating to any
139 managed repair arrangement provided in the policy.

140 (6) (a) Notwithstanding any other provision of law, and
141 except as provided in paragraph (b), the acceptance by an

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142 assignee of an assignment agreement is a waiver by the assignee
143 and its subcontractors of claims against named insureds for
144 payments arising from the assignment agreement. The assignee and
145 its subcontractors may not collect or attempt to collect money
146 from an insured, maintain any action at law against an insured,
147 claim a lien on the real property of an insured, or report an
148 insured to a credit agency for payments arising from the
149 assignment agreement. Such waiver remains in effect after the
150 assignment agreement is rescinded by the assignor or after a
151 determination that the assignment agreement is invalid.

152 (b) An assignor is responsible for the payment of all of
153 the following:

154 1. Any deductible amount due under the policy.

155 2. Any betterment ordered and performed that is approved
156 by the assignor.

157 3. Any contracted work performed before the assignment
158 agreement is rescinded by the assignor or before a determination
159 that the assignment agreement is invalid.

160 (7) The assignee shall indemnify and hold harmless the
161 assignor from all liabilities, damages, losses, and costs,
162 including, but not limited to, attorney fees, should the policy
163 subject to the assignment agreement prohibit, in whole or in
164 part, the assignment of benefits.

165 (8) (a) An assignee must provide the insurer and the
166 assignor with a written notice of intent to initiate litigation

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167 before filing suit under the policy. Such notice must be served
168 by certified mail, return receipt requested, or electronic
169 delivery at least 10 business days before filing suit, but may
170 not be served before the insurer has made a determination of
171 coverage under s. 627.70131. The notice must specify the damages
172 in dispute, the amount claimed, and a presuit settlement demand.
173 Concurrent with the notice, and as a precondition to filing
174 suit, the assignee must provide the insurer and the assignor a
175 detailed written invoice or estimate of services, including
176 itemized information on equipment, materials, and supplies; the
177 number of labor hours; and, in the case of work performed, proof
178 that the work has been performed in accordance with accepted
179 industry standards. If the invoice or estimate includes a claim
180 for water restoration services, the assignee must provide proof
181 of the certification required by subparagraph (2)(a)4.

182 (b) An insurer must respond in writing to the notice
183 within 10 business days of receiving the notice specified in
184 paragraph (a) by making a presuit settlement offer or requiring
185 the assignee to participate in appraisal or other method of
186 alternative dispute resolution under the policy. An insurer must
187 have a procedure for the prompt investigation, review, and
188 evaluation of the dispute stated in the notice and must
189 investigate each claim contained in the notice in accordance
190 with the Florida Insurance Code.

191 (9) Notwithstanding any other provision of law, in a suit

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192 related to an assignment agreement for post-loss claims arising
193 under a residential or commercial property insurance policy,
194 attorney fees and costs may be recovered by an assignee only
195 under s. 57.105 and this subsection.

196 (a) If the difference between the judgment obtained by the
197 assignee and the presuit settlement offer is:

198 1. Less than 25 percent of the disputed amount, the
199 insurer is entitled to an award of reasonable attorney fees.

200 2. At least 25 percent but less than 50 percent of the
201 disputed amount, no party is entitled to an award of attorney
202 fees.

203 3. At least 50 percent of the disputed amount, the
204 assignee is entitled to an award of reasonable attorney fees.

205 (b) If the insurer fails to inspect the property or
206 provide written or oral authorization for repairs within 7
207 calendar days after the first notice of loss, the insurer waives
208 its right to an award of attorney fees under this subsection. If
209 the failure to inspect the property or provide written or oral
210 authorization for repairs is the result of an event for which
211 the Governor had declared a state of emergency pursuant to s.
212 252.36, factors beyond the control of the insurer which
213 reasonably prevented an inspection or written or oral
214 authorization for repairs, or the named insureds' failure or
215 inability to allow an inspection of the property after a request
216 by the insurer, the insurer does not waive its right to an award

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217 of attorney fees under this subsection.

218 (c) If an assignee commences an action in any court of
219 this state based upon or including the same claim against the
220 same adverse party that such assignee has previously voluntarily
221 dismissed in a court of this state, the court may order the
222 assignee to pay the attorney fees and costs of the adverse party
223 of the action previously voluntarily dismissed. The court shall
224 stay the proceedings in the subsequent action until the
225 assignee has complied with the order.

226 (10) This section does not apply to:

227 (a) An assignment, transfer, or conveyance granted to a
228 subsequent purchaser of the property with an insurable interest
229 in the property following a loss;

230 (b) A power of attorney under chapter 709 that grants to a
231 management company, family member, guardian, or similarly
232 situated person of an insured the authority to act on behalf of
233 an insured as it relates to a property insurance claim; or

234 (c) Liability coverage under a property insurance policy.

235 (11) The office shall require each insurer to report by
236 January 30, 2022, and each year thereafter data on each
237 residential and commercial property insurance claim paid in the
238 prior calendar year under an assignment agreement. The office
239 shall adopt by rule a list of the data required, which must
240 include specific data about claims adjustment and settlement
241 timeframes and trends, grouped by whether litigated or not

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Published On: 3/27/2019 6:18:18 PM

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242 litigated and by loss adjustment expenses.

243 (12) This section applies to an assignment agreement
244 executed on or after July 1, 2019.

245 Section 2. Section 627.7153, Florida Statutes, is created
246 to read:

247 627.7153 Policies restricting assignment of post-loss
248 benefits under a property insurance policy.—

249 (1) As used in this section, the term "assignment
250 agreement" has the same meaning as provided in s. 627.7152.

251 (2) An insurer may make available a policy that restricts
252 in whole or in part an insured's right to execute an assignment
253 agreement only if all of the following conditions are met:

254 (a) The insurer makes available to the insured or
255 potential insured at the same time the same coverage under a
256 policy that does not restrict the right to execute an assignment
257 agreement.

258 (b) Each restricted policy is available at a lower cost
259 than the unrestricted policy.

260 (c) The policy prohibiting assignment in whole is
261 available at a lower cost than any policy prohibiting assignment
262 in part.

263 (d) The restricted policies include on their face the
264 following notice in 18-point uppercase and boldfaced type:

265
266 THIS POLICY DOES NOT ALLOW THE UNRESTRICTED ASSIGNMENT OF POST-

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267 LOSS INSURANCE BENEFITS. BY SELECTING THIS POLICY, YOU WAIVE
268 YOUR RIGHT TO FREELY ASSIGN OR TRANSFER THE POST-LOSS PROPERTY
269 INSURANCE BENEFITS AVAILABLE UNDER THIS POLICY TO A THIRD PARTY
270 OR TO OTHERWISE FREELY ENTER INTO AN ASSIGNMENT AGREEMENT AS THE
271 TERM IS DEFINED IN SECTION 627.7152 OF THE FLORIDA STATUTES.
272

273 (3) The insurer shall notify the insured at least annually
274 of the coverage options the insurer makes available under this
275 section. Such notice must be part of and attached to the notice
276 of premium.

277 (4) A named insured must reject a fully assignable policy
278 in writing or electronically. The rejection of a fully
279 assignable policy shall be made on a form approved by the
280 office. The form must state that the policy restricts the
281 assignment of benefits. The heading of the form shall be in 18-
282 point uppercase and boldfaced type and state:

283
284 YOU ARE ELECTING TO PURCHASE AN INSURANCE POLICY THAT RESTRICTS
285 THE ASSIGNMENT OF BENEFITS UNDER THE POLICY IN WHOLE OR IN PART.
286 PLEASE READ CAREFULLY.
287

288 (5) This section applies to a policy issued or renewed on
289 or after July 1, 2019.

290 Section 3. Section 627.7288, Florida Statutes, is amended
291 to read:

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292 627.7288 Comprehensive coverage; ~~deductible not to apply~~
293 ~~to~~ motor vehicle glass.-

294 (1) The deductible provisions of any policy of motor
295 vehicle insurance, delivered or issued in this state by an
296 authorized insurer, providing comprehensive coverage or combined
297 additional coverage ~~do shall not apply be applicable~~ to damage
298 to the windshield of any motor vehicle covered under such
299 policy.

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

301 (a) "Assignee" means a person who is assigned post-loss
302 benefits through an assignment agreement.

303 (b) "Assignment agreement" means any instrument by which
304 post-loss benefits under comprehensive or combined additional
305 coverage under a motor vehicle insurance policy are assigned,
306 transferred, or acquired in any manner, in whole or in part, to
307 or from a person providing services to repair or replace motor
308 vehicle glass.

309 (c) "Assignor" means a person who assigns post-loss
310 benefits under comprehensive or combined additional coverage
311 under a motor vehicle insurance policy to another person through
312 an assignment agreement.

313 (d) "Disputed amount" means the difference between the
314 assignee's presuit settlement demand and the insurer's presuit
315 settlement offer.

316 (e) "Judgment obtained" means damages recovered, if any,

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317 but does not include any amount awarded for attorney fees,
318 costs, or interest.

319 (f) "Presuit settlement demand" means the demand made by
320 the assignee in the written notice of intent to initiate
321 litigation as required by paragraph (9) (a).

322 (g) "Presuit settlement offer" means the offer made by the
323 insurer in its written response to the notice of intent to
324 initiate litigation as required by paragraph (9) (b).

325 (3) (a) An assignment agreement must:

326 1. Be in writing and executed by and between the assignor
327 and the assignee.

328 2. Contain a provision that allows the assignor to rescind
329 the assignment agreement without a penalty or fee by signing a
330 notice of rescission within 2 calendar days after the execution
331 date of the assignment agreement and by notifying the assignee
332 of the rescission. The assignor may rescind the assignment
333 agreement for any reason during the 2-day period. However, the
334 assignor must pay for contracted work performed before
335 rescission.

336 3. Contain a provision requiring the assignee to provide a
337 copy of the executed assignment agreement to the insurer within
338 1 calendar day after the date on which the assignment agreement
339 is executed or the date on which work begins, whichever is
340 earlier. Delivery of the copy of the assignment agreement to the
341 insurer may be made:

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342 a. By personal service, overnight delivery, or electronic
343 transmission, with evidence of delivery in the form of a receipt
344 or other paper or electronic acknowledgement by the insurer; or

345 b. To the location designated for receipt of such
346 agreements as specified in the policy.

347 4. Contain a written, itemized, per-unit cost estimate of
348 the services to be performed by the assignee.

349 5. Relate only to work to be performed by the assignee for
350 services to repair or replace motor vehicle glass.

351 6. Contain the following notice in 18-point uppercase and
352 boldfaced type:

353
354 YOU ARE AGREEING TO GIVE UP CERTAIN RIGHTS YOU HAVE UNDER YOUR
355 INSURANCE POLICY TO A THIRD PARTY, WHICH MAY RESULT IN
356 LITIGATION AGAINST YOUR INSURER. PLEASE READ AND UNDERSTAND THIS
357 DOCUMENT BEFORE SIGNING IT. YOU HAVE THE RIGHT TO CANCEL THIS
358 AGREEMENT WITHOUT PENALTY WITHIN 2 CALENDAR DAYS AFTER THE DATE
359 THIS AGREEMENT IS EXECUTED. HOWEVER, YOU ARE OBLIGATED FOR
360 PAYMENT OF ANY CONTRACTED WORK PERFORMED BEFORE THE AGREEMENT IS
361 RESCINDED. THIS AGREEMENT DOES NOT CHANGE YOUR OBLIGATION TO
362 PERFORM THE DUTIES REQUIRED UNDER YOUR MOTOR VEHICLE INSURANCE
363 POLICY.

364
365 7. Contain a provision requiring the assignee to indemnify
366 and hold harmless the assignor from all liabilities, damages,

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367 losses, and costs, including, but not limited to, attorney fees,
368 should the policy subject to the assignment agreement prohibit,
369 in whole or in part, the assignment of benefits.

370 (b) An assignment agreement may not contain:

371 1. A penalty or fee for rescission under subparagraph

372 (a)2.;

373 2. A check or processing fee;

374 3. A penalty or fee for cancellation of the assignment
375 agreement; or

376 4. An administrative fee.

377 (c) An assignment agreement that does not comply with this
378 subsection is invalid and unenforceable.

379 (4) In a claim arising under an assignment agreement, an
380 assignee has the burden to demonstrate that the insurer is not
381 prejudiced by the assignee's failure to:

382 (a) Maintain records of all services provided under the
383 assignment agreement.

384 (b) Cooperate with the insurer in the claim investigation.

385 (c) Provide the insurer with requested records and
386 documents related to the services provided, and permit the
387 insurer to make copies of such records and documents.

388 (d) Deliver a copy of the executed assignment agreement to
389 the insurer within 1 calendar day after executing the assignment
390 agreement or work has begun, whichever is earlier.

391 (5) An assignee:

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392 (a) Must provide the assignor with accurate and up-to-date
393 revised estimates of the scope of work to be performed as
394 supplemental or additional repairs are required.

395 (b) Must perform the work in accordance with accepted
396 industry standards.

397 (c) May not seek payment from the assignor exceeding the
398 applicable deductible under the policy unless the assignor has
399 chosen to have additional work performed at the assignor's own
400 expense.

401 (d) Must, as a condition precedent to filing suit under
402 the policy, and, if required by the insurer, submit to
403 examinations under oath and recorded statements conducted by the
404 insurer or the insurer's representative that are reasonably
405 necessary, based on the scope of the work and the complexity of
406 the claim, which examinations and recorded statements must be
407 limited to matters related to the services provided, the cost of
408 the services, and the assignment agreement.

409 (e) Must, as a condition precedent to filing suit under
410 the policy, and, if required by the insurer, participate in
411 appraisal or other alternative dispute resolution methods in
412 accordance with the terms of the policy.

413 (6) An assignment agreement and this section do not modify
414 or eliminate any term, condition, or defense relating to any
415 managed repair arrangement provided in the policy.

416 (7) (a) Notwithstanding any other provision of law, and

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417 except as provided in paragraph (b), the acceptance by an
418 assignee of an assignment agreement is a waiver by the assignee
419 and its subcontractors of claims against named insureds for
420 payments arising from the assignment agreement. The assignee and
421 its subcontractors may not collect or attempt to collect money
422 from an insured, maintain any action at law against an insured,
423 claim a lien on the motor vehicle of an insured, or report an
424 insured to a credit agency for payments arising from the
425 assignment agreement. Such waiver remains in effect after the
426 assignment agreement is rescinded by the assignor or after a
427 determination that the assignment agreement is invalid.

428 (b) An assignor is responsible for the payment of all of
429 the following:

430 1. Any deductible amount due under the policy.

431 2. Any betterment ordered and performed that is approved
432 by the assignor.

433 3. Any contracted work performed before the assignment
434 agreement is rescinded by the assignor or before a determination
435 that the assignment agreement is invalid.

436 (8) The assignee shall indemnify and hold harmless the
437 assignor from all liabilities, damages, losses, and costs,
438 including, but not limited to, attorney fees, should the policy
439 subject to the assignment agreement prohibit, in whole or in
440 part, the assignment of benefits.

441 (9) (a) An assignee must provide the insurer and the

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442 assignor with a written notice of intent to initiate litigation
443 before filing suit under the policy. Such notice must be served
444 by certified mail, return receipt requested, or electronic
445 delivery at least 10 business days before filing suit. The
446 notice must specify the damages in dispute, the amount claimed,
447 and a presuit settlement demand. Concurrent with the notice, and
448 as a precondition to filing suit, the assignee must provide the
449 insurer and the assignor a detailed written invoice of services,
450 including itemized information on equipment, materials, and
451 supplies; the number of labor hours; and, in the case of work
452 performed, proof that the work has been performed in accordance
453 with accepted industry standards.

454 (b) An insurer must respond in writing to the notice
455 within 10 business days of receiving the notice specified in
456 paragraph (a) by making a presuit settlement offer or requiring
457 the assignee to participate in appraisal or other method of
458 alternative dispute resolution under the policy. An insurer must
459 have a procedure for the prompt investigation, review, and
460 evaluation of the dispute stated in the notice and must
461 investigate each claim contained in the notice in accordance
462 with the Florida Insurance Code.

463 (10) Notwithstanding any other provision of law, in a suit
464 related to an assignment agreement for post-loss motor vehicle
465 glass claims arising under comprehensive or combined additional
466 coverage of a motor vehicle insurance policy, attorney fees and

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467 costs may be recovered by an assignee only under s. 57.105 and
468 this subsection.

469 (a) If the difference between the judgment obtained by the
470 assignee and the presuit settlement offer is:

471 1. Less than 25 percent of the disputed amount, the
472 insurer is entitled to an award of reasonable attorney fees.

473 2. At least 25 percent but less than 50 percent of the
474 disputed amount, no party is entitled to an award of attorney
475 fees.

476 3. At least 50 percent of the disputed amount, the
477 assignee is entitled to an award of reasonable attorney fees.

478 (b) If the insurer fails to inspect the motor vehicle or
479 provide written or oral authorization for the glass repairs
480 within 1 calendar day after the first notice of loss, the
481 insurer waives its right to an award of attorney fees under this
482 subsection. If the failure to inspect the motor vehicle or
483 provide written or oral authorization for repairs is the result
484 of an event for which the Governor had declared a state of
485 emergency pursuant to s. 252.36, factors beyond the control of
486 the insurer which reasonably prevented an inspection or written
487 or oral authorization for repairs, or the named insureds'
488 failure or inability to allow an inspection of the motor vehicle
489 after a request by the insurer, the insurer does not waive its
490 right to an award of attorney fees under this subsection.

491 (c) If an assignee commences an action in any court of

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492 this state based upon or including the same claim against the
493 same adverse party that such assignee has previously voluntarily
494 dismissed in a court of this state, the court may order the
495 assignee to pay the attorney fees and costs of the adverse party
496 of the action previously voluntarily dismissed. The court shall
497 stay the proceedings in the subsequent action until the assignee
498 has complied with the order.

499 (11) This section does not apply to:

500 (a) An assignment, transfer, or conveyance granted to a
501 subsequent purchaser of the motor vehicle with an insurable
502 interest in the motor vehicle following a loss;

503 (b) A power of attorney under chapter 709 that grants to a
504 management company, family member, guardian, or similarly
505 situated person of an insured the authority to act on behalf of
506 an insured as it relates to a motor vehicle insurance claim; or

507 (c) Liability coverage under a motor vehicle insurance
508 policy.

509 (12) The office shall require each insurer to report by
510 January 30, 2022, and each year thereafter data on each motor
511 vehicle glass insurance claim paid in the prior calendar year
512 under an assignment agreement. The office shall adopt by rule a
513 list of the data required, which must include specific data
514 about claims adjustment and settlement timeframes and trends,
515 grouped by whether litigated or not litigated and by loss
516 adjustment expenses.

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Published On: 3/27/2019 6:18:18 PM

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517 (13) This section applies to an assignment agreement
518 executed on or after July 1, 2019.

519 Section 4. Section 627.7289, Florida Statutes, is created
520 to read:

521 627.7289 Policies restricting assignment of post-loss
522 benefits under comprehensive or combined additional coverage
523 under a motor vehicle insurance policy.—

524 (1) As used in this section, the term "assignment
525 agreement" has the same meaning as provided in s. 627.7288.

526 (2) An insurer may make available a policy that restricts
527 in whole or in part an insured's right to execute an assignment
528 agreement only if all of the following conditions are met:

529 (a) The insurer makes available to the insured or
530 potential insured at the same time the same coverage under a
531 policy that does not restrict the right to execute an assignment
532 agreement.

533 (b) Each restricted policy is available at a lower cost
534 than the unrestricted policy.

535 (c) The policy prohibiting assignment in whole is
536 available at a lower cost than any policy prohibiting assignment
537 in part.

538 (d) The restricted policies include on their face the
539 following notice in 18-point uppercase and boldfaced type:

541 THIS POLICY DOES NOT ALLOW THE UNRESTRICTED ASSIGNMENT OF POST-

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542 LOSS INSURANCE BENEFITS. BY SELECTING THIS POLICY, YOU WAIVE
543 YOUR RIGHT TO FREELY ASSIGN OR TRANSFER THE POST-LOSS MOTOR
544 VEHICLE GLASS INSURANCE BENEFITS AVAILABLE UNDER THIS POLICY TO
545 A THIRD PARTY OR TO OTHERWISE FREELY ENTER INTO AN ASSIGNMENT
546 AGREEMENT AS THE TERM IS DEFINED IN SECTION 627.7288 OF THE
547 FLORIDA STATUTES.

548
549 (3) The insurer shall notify the insured at least annually
550 of the coverage options the insurer makes available under this
551 section. Such notice must be part of and attached to the notice
552 of premium.

553 (4) A named insured must reject a fully assignable policy
554 in writing or electronically. The rejection of a fully
555 assignable policy shall be made on a form approved by the
556 office. The form must state that the policy restricts the
557 assignment of benefits. The heading of the form shall be in 18-
558 point uppercase and boldfaced type and state:

559
560 YOU ARE ELECTING TO PURCHASE AN INSURANCE POLICY THAT RESTRICTS
561 THE ASSIGNMENT OF BENEFITS UNDER THE POLICY IN WHOLE OR IN PART.
562 PLEASE READ CAREFULLY.

563
564 (5) This section applies to a policy issued or renewed on
565 or after July 1, 2019.

566 Section 5. Section 627.422, Florida Statutes, is amended

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567 to read:

568 627.422 Assignment of policies or post-loss benefits.—A
569 policy may be assignable, or not assignable, as provided by its
570 terms.

571 (1) LIFE OR HEALTH INSURANCE POLICIES.—Subject to its
572 terms relating to assignability, any life or health insurance
573 policy under the terms of which the beneficiary may be changed
574 upon the sole request of the policyowner may be assigned either
575 by pledge or transfer of title, by an assignment executed by the
576 policyowner alone and delivered to the insurer, whether or not
577 the pledgee or assignee is the insurer. Any such assignment
578 shall entitle the insurer to deal with the assignee as the owner
579 or pledgee of the policy in accordance with the terms of the
580 assignment, until the insurer has received at its home office
581 written notice of termination of the assignment or pledge or
582 written notice by or on behalf of some other person claiming
583 some interest in the policy in conflict with the assignment.

584 (2) POST-LOSS BENEFITS UNDER CERTAIN PROPERTY INSURANCE
585 POLICIES.—A residential or commercial property insurance policy
586 may not prohibit the assignment of post-loss benefits unless it
587 complies with s. 627.7153.

588 (3) POST-LOSS BENEFITS UNDER CERTAIN MOTOR VEHICLE
589 INSURANCE POLICIES.—Comprehensive or combined additional
590 coverage under a motor vehicle insurance policy may not prohibit
591 the assignment of post-loss benefits to a person providing

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592 services to repair or replace motor vehicle glass unless it
593 complies with s. 627.7289.

594 Section 6. If any provision of this act or its application
595 to any person or circumstance is held invalid, the invalidity
596 does not affect the remaining provisions or applications of the
597 act which can be given effect without the invalid provision or
598 application, and to this end the provisions of this act are
599 severable.

600 Section 7. This act shall take effect July 1, 2019.

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T I T L E A M E N D M E N T

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Remove everything before the enacting clause and insert:

607

An act relating to insurance assignment agreements;

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creating s. 627.7152, F.S.; providing definitions;

609

providing requirements and limitations for property

610

insurance assignment agreements; providing a burden of

611

proof; providing that an assignment agreement does not

612

affect managed repair arrangements under a property

613

insurance policy; providing that an acceptance by an

614

assignee of an assignment agreement is a waiver by the

615

assignee and its subcontractors of most claims against

616

an insured; specifying an insured's payment

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617 obligations under an assignment agreement; requiring
618 notice of intent to initiate litigation; specifying
619 requirements for such notice; requiring a written
620 response to the notice of intent to initiate
621 litigation; specifying requirements for such response;
622 providing for an award of reasonable attorney fees for
623 certain claims arising under an assignment agreement;
624 providing for an award of reasonable attorney fees
625 following a voluntary dismissal under certain
626 circumstances; requiring the court to stay proceedings
627 under certain circumstances; directing the Office of
628 Insurance Regulation to require insurers to report
629 specified data; requiring the office to adopt rules;
630 providing applicability; creating s. 627.7153, F.S.;
631 defining the term "assignment agreement"; authorizing
632 insurers to make available property insurance policies
633 restricting the assignment of post-loss benefits under
634 certain conditions; requiring annual notice of
635 coverage options; requiring a written or electronic
636 waiver under certain circumstances; requiring the
637 Office of Insurance Regulation to approve a waiver
638 form; providing applicability; amending s. 627.7288,
639 F.S.; providing definitions; providing requirements
640 and limitations for assignment agreements relating to
641 motor vehicle glass repair; providing a burden of

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642 proof; providing that an assignment agreement does not
643 affect managed repair arrangements under comprehensive
644 or combined additional coverage under a motor vehicle
645 insurance policy; providing that an acceptance by an
646 assignee of an assignment agreement is a waiver by the
647 assignee and its subcontractors of most claims against
648 an insured; specifying an insured's payment
649 obligations under an assignment agreement; requiring
650 notice of intent to initiate litigation; specifying
651 requirements for such notice; requiring a written
652 response to the notice of intent to initiate
653 litigation; specifying requirements for such response;
654 providing for an award of reasonable attorney fees for
655 certain claims arising under an assignment agreement;
656 providing for an award of reasonable attorney fees
657 following a voluntary dismissal under certain
658 circumstances; requiring the court to stay proceedings
659 under certain circumstances; directing the office to
660 require insurers to report specified data; requiring
661 the office to adopt rules; providing applicability;
662 creating s. 627.7289, F.S.; defining the term
663 "assignment agreement"; authorizing insurers to make
664 available comprehensive or combined additional
665 coverage under a motor vehicle insurance policy
666 restricting the assignment of post-loss benefits under

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667 certain conditions; requiring annual notice of
668 coverage options; requiring a written or electronic
669 waiver under certain circumstances; requiring the
670 Office of Insurance Regulation to approve a waiver
671 form; providing applicability; amending s. 627.422,
672 F.S.; providing that property insurance policies may
673 not prohibit assignment of post-loss benefits;
674 providing an exception; providing that comprehensive
675 or combined additional coverage under a motor vehicle
676 insurance policy may not prohibit assignment of post-
677 loss benefits; providing an exception; providing
678 severability; providing an effective date.
679