

1 A bill to be entitled

2 An act relating to insurance assignment agreements;
3 creating s. 627.7152, F.S.; providing definitions;
4 providing requirements and limitations for property
5 insurance assignment agreements; providing a burden of
6 proof; providing that an assignment agreement does not
7 affect managed repair arrangements under a property
8 insurance policy; providing that an acceptance by an
9 assignee of an assignment agreement is a waiver by the
10 assignee and its subcontractors of claims against an
11 insured; specifying an insured's payment obligations
12 under an assignment agreement; requiring notice of
13 intent to initiate litigation; specifying requirements
14 for such notice; providing for an award of reasonable
15 attorney fees for certain claims arising under an
16 assignment agreement; directing the Office of
17 Insurance Regulation to require insurers to report
18 specified data; requiring the office to adopt rules;
19 providing applicability; creating s. 627.7153, F.S.;
20 defining the term "assignment agreement"; authorizing
21 insurers to offer property insurance policies
22 restricting the assignment of post-loss benefits under
23 certain conditions; requiring annual notice of
24 coverage options; providing applicability; amending s.
25 627.7288, F.S.; providing definitions; providing

26 requirements and limitations for assignment agreements
27 relating to motor vehicle glass repair; providing a
28 burden of proof; providing that an assignment
29 agreement does not affect managed repair arrangements
30 under comprehensive or combined additional coverage
31 under a motor vehicle insurance policy; providing that
32 an acceptance by an assignee of an assignment
33 agreement is a waiver by the assignee and its
34 subcontractors of claims against an insured;
35 specifying an insured's payment obligations under an
36 assignment agreement; requiring notice of intent to
37 initiate litigation; specifying requirements for such
38 notice; providing for an award of reasonable attorney
39 fees for certain claims arising under an assignment
40 agreement; directing the office to require insurers to
41 report specified data; requiring the office to adopt
42 rules; providing applicability; creating s. 627.7289,
43 F.S.; defining the term "assignment agreement";
44 authorizing insurers to offer comprehensive or
45 combined additional coverage under a motor vehicle
46 insurance policy restricting the assignment of post-
47 loss benefits under certain conditions; requiring
48 annual notice of coverage options; providing
49 applicability; amending s. 627.422, F.S.; providing
50 that property insurance policies may not prohibit

51 assignment of post-loss benefits; providing an
 52 exception; providing that comprehensive or combined
 53 additional coverage under a motor vehicle insurance
 54 policy may not prohibit assignment of post-loss
 55 benefits; providing an exception; providing
 56 severability; providing an effective date.

57
 58 Be It Enacted by the Legislature of the State of Florida:

59
 60 Section 1. Section 627.7152, Florida Statutes, is created
 61 to read:

62 627.7152 Assignment agreements.-

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

64 (a) "Assignee" is a person who is assigned post-lost
 65 benefits by a named insured through an assignment agreement.

66 (b) "Assignment agreement" means a written instrument by
 67 which post-loss benefits under a residential property insurance
 68 policy or commercial property insurance policy, as that term is
 69 defined in s. 627.0625(1), are assigned in whole or in part by
 70 the policy's named insured to a person providing services to
 71 protect, repair, restore, or replace the named insured's
 72 property or to mitigate against further damage to the property.

73 (c) "Assignor" is a named insured who assigns post-lost
 74 benefits under a residential property insurance or commercial
 75 property insurance policy to another person through an

76 assignment agreement.

77 (d) "Disputed amount" means the difference between the
78 assignee's presuit settlement demand and the insurer's presuit
79 settlement offer.

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

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

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

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

90 1. Be in writing and executed by and between a named
91 insured and the assignee.

92 2. Contain a provision that allows the assignor to rescind
93 the assignment agreement without a penalty or fee by signing a
94 notice of rescission within 7 business days after the execution
95 date of the assignment agreement and by notifying the assignee
96 of the rescission. The assignor may rescind the assignment
97 agreement for any reason during the 7-day period. However, the
98 assignor must pay for contracted work performed before
99 rescission.

100 3. Contain a provision requiring the assignee to provide a

101 copy of the executed assignment agreement to the insurer within
102 3 business days after the date on which the assignment agreement
103 is executed or the date on which work begins, whichever is
104 earlier. Delivery of the copy of the assignment agreement to the
105 insurer may be made:

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

109 b. To the location designated for receipt of such
110 agreements as specified in the policy.

111 4. Contain a written, itemized, per-unit cost estimate of
112 the services to be performed by the assignee. If the estimate of
113 services includes a claim for water restoration services, the
114 estimate must also include proof that the assignee or
115 subcontractor of the assignee possesses a valid certification
116 from an entity that requires water remediation to be performed
117 in accordance with the American National Standards Institute-
118 approved standards.

119 5. Relate only to work to be performed by the assignee for
120 services to protect, repair, restore, or replace dwellings or
121 structures or to mitigate against further damage to such
122 property.

123 6. Contain the following notice in 18-point uppercase and
124 boldfaced type:

125

126 YOU ARE AGREEING TO GIVE UP CERTAIN RIGHTS YOU HAVE UNDER YOUR
127 INSURANCE POLICY TO A THIRD PARTY, WHICH MAY RESULT IN
128 LITIGATION AGAINST YOUR INSURER. PLEASE READ AND UNDERSTAND THIS
129 DOCUMENT BEFORE SIGNING IT. YOU HAVE THE RIGHT TO CANCEL THIS
130 AGREEMENT WITHOUT PENALTY WITHIN 7 BUSINESS DAYS AFTER THE DATE
131 THIS AGREEMENT IS EXECUTED. HOWEVER, YOU ARE OBLIGATED FOR
132 PAYMENT OF ANY CONTRACTED WORK PERFORMED BEFORE THE AGREEMENT IS
133 RESCINDED. THIS AGREEMENT DOES NOT CHANGE YOUR OBLIGATION TO
134 PERFORM THE DUTIES REQUIRED UNDER YOUR PROPERTY INSURANCE
135 POLICY.

136
137 7. Contain a provision requiring the assignee to indemnify
138 and hold harmless the assignor from all liabilities, damages,
139 losses, and costs, including, but not limited to, attorney fees,
140 should the policy subject to the assignment agreement prohibit,
141 in whole or in part, the assignment of benefits.

142 (b) An assignment agreement may not contain:

143 1. A penalty or fee for rescission under subparagraph

144 (a)2.;

145 2. A check or mortgage processing fee;

146 3. A penalty or fee for cancellation of the assignment
147 agreement; or

148 4. An administrative fee.

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

151 (3) In a claim arising under an assignment agreement, an
152 assignee has the burden to demonstrate that the insurer is not
153 prejudiced by the failure of the assignee to:

154 (a) Maintain records of all services provided under the
155 assignment agreement.

156 (b) Cooperate with the insurer in the investigation of the
157 claim.

158 (c) Provide the insurer with requested records and
159 documents related to the services provided, and permit the
160 insurer to make copies of such records and documents.

161 (d) Deliver a copy of the executed assignment agreement to
162 the insurer within 3 business days after the assignment
163 agreement has been executed or work has begun, whichever is
164 earlier.

165 (4) An assignee:

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

169 (b) Must perform the work in accordance with accepted
170 industry standards.

171 (c) May not seek payment from the assignor exceeding the
172 applicable deductible under the policy unless the assignor has
173 chosen to have additional work performed at the assignor's own
174 expense.

175 (d) Must, as a condition precedent to filing suit under

176 the policy, and, if required by the insurer, submit to
177 examinations under oath and recorded statements conducted by the
178 insurer or the insurer's representative that are reasonably
179 necessary, based on the scope of the work and the complexity of
180 the claim, which examinations and recorded statements must be
181 limited to matters related to the services provided, the cost of
182 the services, and the assignment.

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

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

190 (6) (a) Notwithstanding any other provision of law, the
191 acceptance by an assignee of an assignment agreement is a waiver
192 by the assignee and its subcontractors of claims against named
193 insureds for payments arising from the assignment agreement. The
194 assignee and its subcontractors may not collect or attempt to
195 collect money from, maintain any action at law against, or claim
196 a lien on the real property of an insured or report an insured
197 to a credit agency for payments arising from the assignment
198 agreement. Such waiver remains in effect after the assignment
199 agreement is rescinded by the assignor or after a determination
200 that the assignment agreement is invalid.

201 (b) An assignor is responsible for the payment of any
202 deductible amount under the policy, any contracted work
203 performed before the assignor rescinded the assignment
204 agreement, and any betterment ordered and approved by the
205 assignor.

206 (7) The assignee shall indemnify and hold harmless the
207 assignor from all liabilities, damages, losses, and costs,
208 including, but not limited to, attorney fees, should the policy
209 subject to the assignment agreement prohibit, in whole or in
210 part, the assignment of benefits.

211 (8) (a) An assignee must provide the insurer and the
212 assignor with a written notice of intent to initiate litigation
213 before filing suit under the policy. Such notice must be served
214 at least 10 business days before filing suit, but may not be
215 served before the insurer has made a determination of coverage
216 under s. 627.70131. The notice must specify the damages in
217 dispute, the amount claimed, and any presuit settlement demand.
218 Concurrent with the notice, and as a precondition to filing
219 suit, the assignee must provide the insurer and the assignor a
220 detailed written invoice or estimate of services, including
221 itemized information on equipment, materials, and supplies; the
222 number of labor hours; and, in the case of work performed, proof
223 that the work has been performed in accordance with accepted
224 industry standards. If the invoice or estimate includes a claim
225 for water restoration services, the assignee must provide proof

226 of the certification required by subparagraph (2) (a) 4.

227 (b) An insurer must respond in writing to the notice
228 within the 10-day period specified in paragraph (a) by making a
229 presuit settlement offer or requiring the assignee to
230 participate in appraisal or other method of alternative dispute
231 resolution under the policy. An insurer must have a procedure
232 for the prompt investigation, review, and evaluation of the
233 dispute stated in the notice and must investigate the claims
234 contained in the notice in accordance with the Florida Insurance
235 Code.

236 (9) Notwithstanding any other provision of law, in a suit
237 related to an assignment agreement for post-loss claims arising
238 under a residential or commercial property insurance policy,
239 attorney fees and costs may be recovered by an assignee only
240 under s. 57.105 and this subsection.

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

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

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

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

250 (b) If the insurer fails to inspect the property or to

251 provide written or oral authorization for repairs within 7
252 calendar days after the first notice of loss, the insurer waives
253 its right to an award of attorney fees under this subsection. If
254 the failure to inspect the property or to provide written or
255 oral authorization for repairs is the result of an event for
256 which the Governor had declared a state of emergency pursuant to
257 s. 252.36, factors beyond the control of the insurer which
258 reasonably prevented an inspection or written or oral
259 authorization for repairs, or the named insureds' failure or
260 inability to allow an inspection of the property after a request
261 by the insurer, the insurer does not waive its right to an award
262 of attorney fees under this subsection.

263 (10) This section does not apply to:

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

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

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

272 (11) The office shall require each insurer to report by
273 January 30, 2022, and each year thereafter data on each
274 residential and commercial property insurance claim paid in the
275 prior calendar year under an assignment agreement. The office

276 shall adopt by rule a list of the data required, which list must
277 include specific data about claims adjustment and settlement
278 timeframes and trends, grouped by whether litigated or not
279 litigated and by loss adjustment expenses.

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

282 Section 2. Section 627.7153, Florida Statutes, is created
283 to read:

284 627.7153 Policies restricting assignment of post-loss
285 benefits under a property insurance policy.-

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

288 (2) An insurer may offer a policy that restricts in whole
289 or in part an insured's right to execute an assignment agreement
290 only if all of the following conditions are met:

291 (a) The insurer offers the same coverage under a policy
292 that does not restrict the right to execute an assignment
293 agreement.

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

296 (c) The policy prohibiting assignment in whole is
297 available at a lower cost than any policy prohibiting assignment
298 in part.

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

301
 302 THIS POLICY DOES NOT ALLOW THE UNRESTRICTED ASSIGNMENT OF POST-
 303 LOSS INSURANCE BENEFITS. BY SELECTING THIS POLICY, YOU WAIVE
 304 YOUR RIGHT TO FREELY ASSIGN OR TRANSFER THE POST-LOSS PROPERTY
 305 INSURANCE BENEFITS AVAILABLE UNDER THIS POLICY TO A THIRD PARTY
 306 OR TO OTHERWISE FREELY ENTER INTO AN ASSIGNMENT AGREEMENT AS THE
 307 TERM IS DEFINED IN SECTION 627.7152 OF THE FLORIDA STATUTES.
 308

309 (3) The insurer shall notify the insured at least annually
 310 of the coverage options the insurer offers under this section.
 311 Such notice must be part of and attached to the notice of
 312 premium.

313 (4) This section applies to a policy issued or renewed on
 314 or after July 1, 2019.

315 Section 3. Section 627.7288, Florida Statutes, is amended
 316 to read:

317 627.7288 Comprehensive coverage; ~~deductible not to apply~~
 318 ~~to~~ motor vehicle glass.-

319 (1) The deductible provisions of any policy of motor
 320 vehicle insurance, delivered or issued in this state by an
 321 authorized insurer, providing comprehensive coverage or combined
 322 additional coverage ~~do shall~~ not apply ~~be applicable~~ to damage
 323 to the windshield of any motor vehicle covered under such
 324 policy.

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

326 (a) "Assignee" is a person who is assigned post-lost
327 benefits by a named insured through an assignment agreement.

328 (b) "Assignment agreement" means a written instrument by
329 which post-loss benefits under comprehensive or combined
330 additional coverage under a motor vehicle insurance policy are
331 assigned in whole or in part by the policy's named insured to a
332 person providing services to repair or replace motor vehicle
333 glass.

334 (c) "Assignor" is a named insured who assigns post-lost
335 benefits under comprehensive or combined additional coverage
336 under a motor vehicle insurance policy to another person through
337 an assignment agreement.

338 (d) "Disputed amount" means the difference between the
339 assignee's presuit settlement demand and the insurer's presuit
340 settlement offer.

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

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

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

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

- 351 1. Be in writing and executed by and between a named
352 insured and the assignee.
- 353 2. Contain a provision that allows the assignor to rescind
354 the assignment agreement without a penalty or fee by signing a
355 notice of rescission within 2 calendar days after the execution
356 date of the assignment agreement and by notifying the assignee
357 of the rescission. The assignor may rescind the assignment
358 agreement for any reason during the 2-day period. However, the
359 assignor must pay for contracted work performed before
360 rescission.
- 361 3. Contain a provision requiring the assignee to provide a
362 copy of the executed assignment agreement to the insurer within
363 1 calendar day after the date on which the assignment agreement
364 is executed or the date on which work begins, whichever is
365 earlier. Delivery of the copy of the assignment agreement to the
366 insurer may be made:
- 367 a. By personal service, overnight delivery, or electronic
368 transmission, with evidence of delivery in the form of a receipt
369 or other paper or electronic acknowledgement by the insurer; or
- 370 b. To the location designated for receipt of such
371 agreements as specified in the policy.
- 372 4. Contain a written, itemized, per-unit cost estimate of
373 the services to be performed by the assignee.
- 374 5. Relate only to work to be performed by the assignee for
375 services to repair or replace motor vehicle glass.

376 6. Contain the following notice in 18-point uppercase and
 377 boldfaced type:

378
 379 YOU ARE AGREEING TO GIVE UP CERTAIN RIGHTS YOU HAVE UNDER YOUR
 380 INSURANCE POLICY TO A THIRD PARTY, WHICH MAY RESULT IN
 381 LITIGATION AGAINST YOUR INSURER. PLEASE READ AND UNDERSTAND THIS
 382 DOCUMENT BEFORE SIGNING IT. YOU HAVE THE RIGHT TO CANCEL THIS
 383 AGREEMENT WITHOUT PENALTY WITHIN 2 CALENDAR DAYS AFTER THE DATE
 384 THIS AGREEMENT IS EXECUTED. HOWEVER, YOU ARE OBLIGATED FOR
 385 PAYMENT OF ANY CONTRACTED WORK PERFORMED BEFORE THE AGREEMENT IS
 386 RESCINDED. THIS AGREEMENT DOES NOT CHANGE YOUR OBLIGATION TO
 387 PERFORM THE DUTIES REQUIRED UNDER YOUR MOTOR VEHICLE INSURANCE
 388 POLICY.

389
 390 7. Contain a provision requiring the assignee to indemnify
 391 and hold harmless the assignor from all liabilities, damages,
 392 losses, and costs, including, but not limited to, attorney fees,
 393 should the policy subject to the assignment agreement prohibit,
 394 in whole or in part, the assignment of benefits.

395 (b) An assignment agreement may not contain:

396 1. A penalty or fee for rescission under subparagraph

397 (a)2.;

398 2. A check or processing fee;

399 3. A penalty or fee for cancellation of the assignment

400 agreement; or

401 4. An administrative fee.

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

404 (4) In a claim arising under an assignment agreement, an
405 assignee has the burden to demonstrate that the insurer is not
406 prejudiced by the failure of the assignee to:

407 (a) Maintain records of all services provided under the
408 assignment agreement.

409 (b) Cooperate with the insurer in the investigation of the
410 claim.

411 (c) Provide the insurer with requested records and
412 documents related to the services provided, and permit the
413 insurer to make copies of such records and documents.

414 (d) Deliver a copy of the executed assignment agreement to
415 the insurer within 1 calendar day after the assignment agreement
416 has been executed or work has begun, whichever is earlier.

417 (5) An assignee:

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

421 (b) Must perform the work in accordance with accepted
422 industry standards.

423 (c) May not seek payment from the assignor exceeding the
424 applicable deductible under the policy unless the assignor has
425 chosen to have additional work performed at the assignor's own

426 expense.

427 (d) Must, as a condition precedent to filing suit under
428 the policy, and, if required by the insurer, submit to
429 examinations under oath and recorded statements conducted by the
430 insurer or the insurer's representative that are reasonably
431 necessary, based on the scope of the work and the complexity of
432 the claim, which examinations and recorded statements must be
433 limited to matters related to the services provided, the cost of
434 the services, and the assignment.

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

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

442 (7) (a) Notwithstanding any other provision of law, the
443 acceptance by an assignee of an assignment agreement is a waiver
444 by the assignee and its subcontractors of claims against named
445 insureds for payments arising from the assignment agreement. The
446 assignee and its subcontractors may not collect or attempt to
447 collect money from, maintain any action at law against, or claim
448 a lien on the motor vehicle of an insured or report an insured
449 to a credit agency for payments arising from the assignment
450 agreement. Such waiver remains in effect after the assignment

451 agreement is rescinded by the assignor or after a determination
452 that the assignment agreement is invalid.

453 (b) An assignor is responsible for the payment of any
454 deductible amount under the policy, any contracted work
455 performed before the assignor rescinded the assignment
456 agreement, and any betterment ordered and approved by the
457 assignor.

458 (8) The assignee shall indemnify and hold harmless the
459 assignor from all liabilities, damages, losses, and costs,
460 including, but not limited to, attorney fees, should the policy
461 subject to the assignment agreement prohibit, in whole or in
462 part, the assignment of benefits.

463 (9) (a) An assignee must provide the insurer and the
464 assignor with a written notice of intent to initiate litigation
465 before filing suit under the policy. Such notice must be served
466 at least 10 business days before filing suit. The notice must
467 specify the damages in dispute, the amount claimed, and any
468 presuit settlement demand. Concurrent with the notice, and as a
469 precondition to filing suit, the assignee must provide the
470 insurer and the assignor a detailed written invoice of services,
471 including itemized information on equipment, materials, and
472 supplies; the number of labor hours; and, in the case of work
473 performed, proof that the work has been performed in accordance
474 with accepted industry standards.

475 (b) An insurer must respond in writing to the notice

476 within the 10-day period specified in paragraph (a) by making a
477 presuit settlement offer or requiring the assignee to
478 participate in appraisal or other method of alternative dispute
479 resolution under the policy. An insurer must have a procedure
480 for the prompt investigation, review, and evaluation of the
481 dispute stated in the notice and must investigate the claims
482 contained in the notice in accordance with the Florida Insurance
483 Code.

484 (10) Notwithstanding any other provision of law, in a suit
485 related to an assignment agreement for post-loss motor vehicle
486 glass claims arising under comprehensive or combined additional
487 coverage of a motor vehicle insurance policy, attorney fees and
488 costs may be recovered by an assignee only under s. 57.105 and
489 this subsection.

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

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

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

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

499 (b) If the insurer fails to inspect the motor vehicle or
500 to provide written or oral authorization for the glass repairs

501 within 1 calendar day after the first notice of loss, the
502 insurer waives its right to an award of attorney fees under this
503 subsection. If the failure to inspect the motor vehicle or to
504 provide written or oral authorization for repairs is the result
505 of an event for which the Governor had declared a state of
506 emergency pursuant to s. 252.36, factors beyond the control of
507 the insurer which reasonably prevented an inspection or written
508 or oral authorization for repairs, or the named insureds'
509 failure or inability to allow an inspection of the motor vehicle
510 after a request by the insurer, the insurer does not waive its
511 right to an award of attorney fees under this subsection.

512 (11) This section does not apply to:

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

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

520 (c) Liability coverage under a motor vehicle insurance
521 policy.

522 (12) The office shall require each insurer to report by
523 January 30, 2022, and each year thereafter data on each motor
524 vehicle glass insurance claim paid in the prior calendar year
525 under an assignment agreement. The office shall adopt by rule a

526 list of the data required, which list must include specific data
527 about claims adjustment and settlement timeframes and trends,
528 grouped by whether litigated or not litigated and by loss
529 adjustment expenses.

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

532 Section 4. Section 627.7289, Florida Statutes, is created
533 to read:

534 627.7289 Policies restricting assignment of post-loss
535 benefits under comprehensive or combined additional coverage
536 under a motor vehicle insurance policy.-

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

539 (2) An insurer may offer a policy that restricts in whole
540 or in part an insured's right to execute an assignment agreement
541 only if all of the following conditions are met:

542 (a) The insurer offers the same coverage under a policy
543 that does not restrict the right to execute an assignment
544 agreement.

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

547 (c) The policy prohibiting assignment in whole is
548 available at a lower cost than any policy prohibiting assignment
549 in part.

550 (d) The restricted policies include on their face the

551 following notice in 18-point uppercase and boldfaced type:

552

553 THIS POLICY DOES NOT ALLOW THE UNRESTRICTED ASSIGNMENT OF POST-
554 LOSS INSURANCE BENEFITS. BY SELECTING THIS POLICY, YOU WAIVE
555 YOUR RIGHT TO FREELY ASSIGN OR TRANSFER THE POST-LOSS MOTOR
556 VEHICLE GLASS INSURANCE BENEFITS AVAILABLE UNDER THIS POLICY TO
557 A THIRD PARTY OR TO OTHERWISE FREELY ENTER INTO AN ASSIGNMENT
558 AGREEMENT AS THE TERM IS DEFINED IN SECTION 627.7288 OF THE
559 FLORIDA STATUTES.

560

561 (3) The insurer shall notify the insured at least annually
562 of the coverage options the insurer offers under this section.
563 Such notice must be part of and attached to the notice of
564 premium.

565 (4) This section applies to a policy issued or renewed on
566 or after July 1, 2019.

567 Section 5. Section 627.422, Florida Statutes, is amended
568 to read:

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

572 (1) LIFE OR HEALTH INSURANCE POLICIES.—Subject to its
573 terms relating to assignability, any life or health insurance
574 policy under the terms of which the beneficiary may be changed
575 upon the sole request of the policyowner may be assigned either

576 by pledge or transfer of title, by an assignment executed by the
577 policyowner alone and delivered to the insurer, whether or not
578 the pledgee or assignee is the insurer. Any such assignment
579 shall entitle the insurer to deal with the assignee as the owner
580 or pledgee of the policy in accordance with the terms of the
581 assignment, until the insurer has received at its home office
582 written notice of termination of the assignment or pledge or
583 written notice by or on behalf of some other person claiming
584 some interest in the policy in conflict with the assignment.

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

589 (3) POST-LOSS BENEFITS UNDER CERTAIN MOTOR VEHICLE
590 INSURANCE POLICIES.—Comprehensive or combined additional
591 coverage under a motor vehicle insurance policy may not prohibit
592 the assignment of post-loss benefits to a person providing
593 services to repair or replace motor vehicle glass unless it
594 complies with s. 627.7289.

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

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