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LEGISLATIVE ACTION

Senate

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House

The Committee on Judiciary (Boyd and Brandes) recommended the following:

Senate Amendment (with title amendment)

Delete everything after the enacting clause
and insert:

Section 1. Subsections (3) and (4) are added to section
626.9373, Florida Statutes, to read:

626.9373 Attorney's fees.—

(3) In an award of attorney fees under this section for a
claim arising under a property insurance policy, a strong
presumption is created that a lodestar fee is sufficient and



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11 reasonable. Such presumption may be rebutted only in a rare and
12 exceptional circumstance with evidence that competent counsel
13 could not be retained in a reasonable manner.

14 (4) (a) As used in this subsection, the term:

15 1. "Claimant" means an insured or assignee who is filing
16 suit under a property insurance policy.

17 2. "Demand" means the specific amount alleged to be owed by
18 the insurer to the claimant under the property insurance policy.

19 3. "Demand-judgment quotient" means the quotient obtained
20 by dividing the judgment by the demand.

21 4. "Incurred attorney fees" means the total amount of
22 attorney fees supported by sufficient evidence and determined by
23 the court to have been incurred by the claimant in bringing the
24 action.

25 5. "Judgment" means damages recovered, if any, but does not
26 include any amount awarded for attorney fees, costs, or
27 interest.

28 (b) Notwithstanding any other provision of law, in a suit
29 arising under a residential or commercial property insurance
30 policy, attorney fees and costs may be recovered by a claimant
31 only pursuant to s. 57.105 and this subsection. Attorney fees
32 may be awarded to a claimant under this section as follows:

33 1. If the demand-judgment quotient is greater than or equal
34 to 0.8, the full amount of incurred attorney fees may be
35 awarded.

36 2. If the demand-judgment quotient is equal to or greater
37 than 0.2 but less than 0.8, the attorney fees must equal the
38 product of multiplying the incurred attorney fees by the demand-
39 judgment quotient.



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40 3. If the demand-judgment quotient is less than 0.2,
41 attorney fees may not be awarded.

42 Section 2. Subsection (4) is added to section 627.428,
43 Florida Statutes, to read:

44 627.428 Attorney fees.—

45 (4) In an award of attorney fees under this section for a
46 claim arising under a property insurance policy, a strong
47 presumption is created that a lodestar fee is sufficient and
48 reasonable. Such presumption may be rebutted only in a rare and
49 exceptional circumstance with evidence that competent counsel
50 could not be retained in a reasonable manner.

51 Section 3. Paragraphs (f), (g), and (h) are added to
52 subsection (5) of section 627.7011, Florida Statutes, to read:

53 627.7011 Homeowners' policies; offer of replacement cost
54 coverage and law and ordinance coverage.—

55 (5) This section does not:

56 (f) Prohibit an insurer, notwithstanding paragraph (1)(a),
57 from providing limited coverage on a personal lines residential
58 property insurance policy by including a roof surface
59 reimbursement schedule. If included in the policy, a roof
60 surface reimbursement schedule must do all of the following:

61 1. Provide reimbursement for repair, replacement, and
62 installation based on the annual age of a roof surface type.

63 2. Provide full replacement coverage for any roof surface
64 type less than 10 years old.

65 3. Unless otherwise demonstrated to the office to be
66 actuarially justified, provide for reimbursement amounts of no
67 less than:

68 a. Seventy percent for a metal roof type.



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69 b. Forty percent for a concrete tile and clay tile roof
70 type.

71 c. Forty percent for a wood shake and wood shingle roof
72 type.

73 d. Twenty-five percent for all other roof types.

74 4. Include at the top of the schedule, in bold type no
75 smaller than 12 points, the following statement:

76
77 "PLEASE DISCUSS WITH YOUR INSURANCE AGENT. YOU ARE ELECTING TO
78 PURCHASE COVERAGE ON YOUR ROOF ACCORDING TO A ROOF SURFACE
79 REIMBURSEMENT SCHEDULE. IF YOUR ROOF IS DAMAGED BY A COVERED
80 PERIL, YOU WILL RECEIVE A PAYMENT AMOUNT FOR YOUR ROOF ACCORDING
81 TO THE SCHEDULE BELOW. BE ADVISED THAT THIS MAY RESULT IN YOU
82 HAVING TO PAY SIGNIFICANT COSTS TO REPAIR OR REPLACE YOUR ROOF.
83 PLEASE DISCUSS WITH YOUR INSURANCE AGENT."

84
85 5. Allow for all actuarially sound methods of s. 627.062 to
86 apply.

87 6. Be approved by the office.

88 7. Be provided to the insured with the policy documents at
89 issuance and renewal.

90
91 A roof surface reimbursement schedule may not be applied to a
92 roof if there is a total loss to a primary structure in
93 accordance with the valued policy law under s. 627.702 which is
94 caused by a covered peril.

95 (g) Prohibit an insurer that provides roof reimbursement on
96 the basis of a roof surface reimbursement schedule from also
97 offering roof reimbursement on the basis of replacement costs.



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98 (h) Prohibit an insurer, notwithstanding paragraph (1)(a),
99 from providing coverage on a personal lines residential property
100 insurance policy by limiting coverage for a roof to a stated
101 value sublimit of coverage.

102 Section 4. Section 627.70132, Florida Statutes, is amended
103 to read:

104 627.70132 Notice of property insurance ~~windstorm or~~
105 ~~hurricane~~ claim.—A claim, supplemental claim, or reopened claim
106 under an insurance policy that provides property insurance, as
107 defined in s. 624.604, ~~for loss or damage caused by the peril of~~
108 ~~windstorm or hurricane~~ is barred unless notice of the claim,
109 supplemental claim, or reopened claim is ~~was~~ given to the
110 insurer in accordance with the terms of the policy within 2 ~~3~~
111 years after the date of loss ~~hurricane first made landfall or~~
112 ~~the windstorm caused the covered damage~~. For purposes of this
113 section, the term "supplemental claim" or "reopened claim" means
114 any additional claim for recovery from the insurer for losses
115 ~~from the same hurricane or windstorm which~~ the insurer has
116 previously adjusted pursuant to the initial claim. This section
117 does not affect any applicable limitation on civil actions
118 provided in s. 95.11 for claims, supplemental claims, or
119 reopened claims timely filed under this section.

120 Section 5. Subsection (9) of section 627.7015, Florida
121 Statutes, is amended, and subsection (10) is added to that
122 section, to read:

123 627.7015 Alternative procedure for resolution of disputed
124 property insurance claims.—

125 (9) For purposes of this section, the term "claim" refers
126 to any dispute between an insurer and a policyholder relating to



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127 a material issue of fact other than a dispute:

128 (a) With respect to which the insurer has a reasonable
129 basis to suspect fraud;

130 (b) When, based on agreed-upon facts as to the cause of
131 loss, there is no coverage under the policy;

132 (c) With respect to which the insurer has a reasonable
133 basis to believe that the policyholder has intentionally made a
134 material misrepresentation of fact which is relevant to the
135 claim, and the entire request for payment of a loss has been
136 denied on the basis of the material misrepresentation;

137 (d) With respect to which the amount in controversy is less
138 than \$500, unless the parties agree to mediate a dispute
139 involving a lesser amount; or

140 (e) With respect to a ~~windstorm or hurricane~~ loss that does
141 not comply with s. 627.70132.

142 (10) A property insurance policy may require the
143 policyholder as a first-party claimant and a third party as an
144 assignee of the policy benefits to participate in mediation
145 pursuant to this section if requested by the insurer.

146 Section 6. Section 627.70152, Florida Statutes, is created
147 to read:

148 627.70152 Suits arising under a property insurance policy.-

149 (1) APPLICATION.-This section applies to all suits under a
150 property insurance policy, including actions brought by an
151 assignee.

152 (2) DEFINITIONS.-As used in this section, the term:

153 (a) "Assignee" has the same meaning as in s. 627.7152.

154 (b) "Claimant" means an insured or assignee who is filing
155 suit under a property insurance policy.



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156 (c) "Demand" means the specific amount alleged to be owed
157 by the insurer to the claimant under the property insurance
158 policy.

159 (d) "Demand-judgment quotient" means the quotient obtained
160 by dividing the judgment by the demand.

161 (e) "Incurred attorney fees" means the total amount of
162 attorney fees supported by sufficient evidence and determined by
163 the court to have been incurred by the claimant in bringing the
164 action.

165 (f) "Judgment" means damages recovered, if any, but does
166 not include any amount awarded for attorney fees, costs, or
167 interest.

168 (3) NOTICE.-

169 (a) As a condition precedent to filing a suit under a
170 property insurance policy, a claimant must provide the insurer a
171 written notice of intent to initiate litigation in accordance
172 with this section. Such notice must be served by certified mail,
173 return receipt requested, or electronic delivery at least 60
174 days before filing suit. However, such notice may not be served
175 before the insurer has made a determination of coverage under s.
176 627.70131. An attorney or other representative of the claimant
177 who provides such notice must provide a copy of the notice to
178 the claimant. The notice and any copy must specify:

179 1. That the notice is being provided pursuant to this
180 section;

181 2. The alleged acts or omissions of the insurer giving rise
182 to the action;

183 3. The demand;

184 4. The amount of reasonable and necessary attorney fees



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185 incurred by the claimant, to be calculated by multiplying the
186 number of hours actually worked on the claim as of the date of
187 the notice by the claimant's attorney by a reasonable hourly
188 rate; and

189 5. If provided by an attorney or other representative, that
190 a copy of the notice was provided to the claimant.

191 (b) As a precondition to filing suit, an assignee also
192 must:

193 1. Comply with s. 627.7152; and

194 2. Concurrent with the notice, provide the named insured,
195 the insurer, and the assignor, if not the named insured, a
196 detailed written invoice or estimate of services, including
197 itemized information on equipment, materials, and supplies; the
198 number of labor hours; and, in the case of work performed, proof
199 that the work has been performed in accordance with accepted
200 industry standards.

201 (c) A notice of intent to initiate litigation must be
202 served within the time limits provided in s. 95.11 and is not
203 required if the action is a counterclaim. Service of a notice
204 tolls the time limits provided in s. 95.11 for 60 days if such
205 time limits will expire before the end of the 60-day notice
206 period.

207 (d) A court must dismiss without prejudice any action
208 relating to a claim for which a notice of intent to initiate
209 litigation is given as required by this subsection if such
210 action is commenced before the expiration of the 60-day notice
211 period, is brought by an insurer to whom notice was given, and
212 is against the claimant giving notice.

213 (4) ADMISSIBILITY OF NOTICE AND RESPONSE.—The notice



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214 provided pursuant to subsection (3) and the submissions provided
215 pursuant to subparagraph (3)(b)2.:

216 (a) Are admissible as evidence in a civil action or an
217 alternative dispute resolution proceeding relating to the claim
218 for which the notice is given;

219 (b) Do not limit the evidence of attorney fees, damages, or
220 loss which may be offered at trial; and

221 (c) Do not relieve any obligation that an insured or
222 assignee has to give notice under any other provision of law.

223 (5) INSPECTION.—Within 30 days after an insurer receives
224 notice pursuant to subsection (3), the insurer may send a
225 written request to the insured or assignee to inspect,
226 photograph, or evaluate, in a reasonable manner and at a
227 reasonable time, the property that is the subject of the claim.
228 If reasonably possible, the insurer must complete the
229 inspection, photography, and evaluation not later than 60 days
230 after the insurer receives the presuit notice. After completing
231 the inspection, the insurer must conduct an internal review by a
232 duly-qualified claims adjuster to fairly and promptly evaluate
233 the claim. This section does not limit any right provided in a
234 property insurance policy or contract to inspect property.

235 (6) ABATEMENT.—

236 (a) In addition to taking any other action allowed by an
237 insurance policy or a contract or by any other provision of law,
238 an insurer may file a motion to abate a suit under a property
239 insurance policy if the insurer:

240 1. Files the motion no later than the 30th day after the
241 insurer filed an original answer in the court in which the
242 action is pending; and



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243 2. Did not receive notice required pursuant to subsection
244 (3) or requested an inspection pursuant to subsection (5) but
245 was not provided a reasonable opportunity to inspect,
246 photograph, or evaluate the property that is the subject of the
247 claim.

248 (b) The court shall abate the action if the court finds
249 that the insurer did not receive the notice required by
250 subsection (3) or requested an inspection pursuant to subsection
251 (5) but was not provided a reasonable opportunity to inspect,
252 photograph, or evaluate the property that is the subject of the
253 claim.

254 (c) The action is abated without a court order beginning on
255 the 11th day after the motion to abate is filed if the motion to
256 abate:

257 1. Is verified and states that the insurer did not receive
258 the notice required by subsection (3) or requested an inspection
259 pursuant to subsection (5) but was not provided a reasonable
260 opportunity to inspect, photograph, or evaluate the property
261 that is the subject of the claim; and

262 2. Is not controverted by an affidavit filed by the insured
263 or assignee within 10 days after the date the plea in abatement
264 is filed.

265 (d) An affidavit filed pursuant to subparagraph (c)2. must
266 include as an attachment a copy of the written notice sent
267 pursuant to subsection (3) and state the date on which such
268 notice was given.

269 (e) Abatement under this subsection continues until the
270 later of:

271 1. Sixty days after the claimant provides notice to the



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272 insurer in compliance with subsection (3); or

273 2. Fifty days after the insurer completes the requested
274 inspection, photographing, or evaluating of the property
275 pursuant to subsection (5).

276 (f) If an action is abated pursuant to this subsection, a
277 court may not compel during the abatement period participation
278 in mediation pursuant to s. 627.7015 or neutral evaluation
279 pursuant to s. 627.7074.

280 (7) ATTORNEY FEES.—

281 (a) Notwithstanding any other provision of law, in a suit
282 arising under a residential or commercial property insurance
283 policy, attorney fees and costs may be recovered by a claimant
284 only pursuant to s. 57.105 and this subsection. Attorney fees
285 may be awarded to a claimant under this section as follows:

286 1. If the demand-judgment quotient is greater than or equal
287 to 0.8, the full amount of incurred attorney fees may be
288 awarded.

289 2. If the demand-judgment quotient is equal to or greater
290 than 0.2 but less than 0.8, the attorney fees must equal the
291 product of multiplying the incurred attorney fees by the demand-
292 judgment quotient.

293 3. If the demand-judgment quotient is less than 0.2,
294 attorney fees may not be awarded.

295 (b) If an insurer pleads and proves that it did not receive
296 notice that complies with subsection (3) and files such pleading
297 no later than the 30th day after the insurer files an original
298 answer in the court in which the action is pending, the court
299 may not award to the claimant any incurred attorney fees for
300 services rendered after the date on which the insurer files such



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301 pleading with the court.

302 (c) If a claimant commences an action in any court of this
303 state based upon or including the same claim against the same
304 adverse party that such insured or assignee has previously
305 voluntarily dismissed in a court of this state, the court may
306 order the insured or assignee to pay the attorney fees and costs
307 of the adverse party resulting from the action previously
308 voluntarily dismissed. The court shall stay the proceedings in
309 the subsequent action until the insured or assignee has complied
310 with the order.

311 Section 7. Section 627.70153, Florida Statutes, is created
312 to read:

313 627.70153 Consolidation of residential property insurance
314 actions.—Each party that is aware of ongoing multiple actions
315 involving coverage provided under the same residential property
316 insurance policy for the same property with the same owners must
317 provide written notice to the court of the multiple actions.
318 Upon notification of any party, the court may order that the
319 actions be consolidated and transferred to the court having
320 jurisdiction based on the total amount in controversy of all
321 consolidated claims. If multiple cases are pending in circuit
322 courts, the cases may be consolidated based on the date on which
323 the first case was filed.

324 Section 8. Paragraphs (d) through (g) of subsection (1),
325 paragraph (a) of subsection (2), and subsections (5), (9), and
326 (10) of section 627.7152, Florida Statutes, are amended to read:

327 627.7152 Assignment agreements.—

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

329 ~~(d) "Disputed amount" means the difference between the~~



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330 ~~assignee's presuit settlement demand and the insurer's presuit~~
331 ~~settlement offer.~~

332 ~~(c) "Judgment obtained" means damages recovered, if any,~~
333 ~~but does not include any amount awarded for attorney fees,~~
334 ~~costs, or interest.~~

335 ~~(f) "Presuit settlement demand" means the demand made by~~
336 ~~the assignee in the written notice of intent to initiate~~
337 ~~litigation as required by paragraph (9) (a).~~

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

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

342 1. Be in writing and executed by and between the assignor
343 and the assignee.

344 2. Contain a provision that allows the assignor to rescind
345 the assignment agreement without a penalty or fee by submitting
346 a written notice of rescission signed by the assignor to the
347 assignee within 14 days after the execution of the agreement, at
348 least 30 days after the date work on the property is scheduled
349 to commence if the assignee has not substantially performed, or
350 at least 30 days after the execution of the agreement if the
351 agreement does not contain a commencement date and the assignee
352 has not begun substantial work on the property.

353 3. Contain a provision requiring the assignee to provide a
354 copy of the executed assignment agreement to the insurer and the
355 named insured within 3 business days after the date on which the
356 assignment agreement is executed or the date on which work
357 begins, whichever is earlier. Delivery of the copy of the
358 assignment agreement to the insurer and the named insured may be



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359 made:

360 a. By personal service, overnight delivery, or electronic
361 transmission, with evidence of delivery in the form of a receipt
362 or other paper or electronic acknowledgment by the insurer or
363 named insured, as applicable; or

364 b. To the location designated for the insurer's receipt of
365 such agreements as specified in the policy.

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

368 5. Relate only to work to be performed by the assignee for
369 services to protect, repair, restore, or replace a dwelling or
370 structure or to mitigate against further damage to such
371 property.

372 6. Contain the following notice in 18-point uppercase and
373 boldfaced type:

374
375 YOU ARE AGREEING TO GIVE UP CERTAIN RIGHTS YOU HAVE
376 UNDER YOUR INSURANCE POLICY TO A THIRD PARTY, WHICH
377 MAY RESULT IN LITIGATION AGAINST YOUR INSURER. PLEASE
378 READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING IT.
379 YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT WITHOUT
380 PENALTY WITHIN 14 DAYS AFTER THE DATE THIS AGREEMENT
381 IS EXECUTED, AT LEAST 30 DAYS AFTER THE DATE WORK ON
382 THE PROPERTY IS SCHEDULED TO COMMENCE IF THE ASSIGNEE
383 HAS NOT SUBSTANTIALLY PERFORMED, OR AT LEAST 30 DAYS
384 AFTER THE EXECUTION OF THE AGREEMENT IF THE AGREEMENT
385 DOES NOT CONTAIN A COMMENCEMENT DATE AND THE ASSIGNEE
386 HAS NOT BEGUN SUBSTANTIAL WORK ON THE PROPERTY.
387 HOWEVER, YOU ARE OBLIGATED FOR PAYMENT OF ANY



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388 CONTRACTED WORK PERFORMED BEFORE THE AGREEMENT IS
389 RESCINDED. THIS AGREEMENT DOES NOT CHANGE YOUR
390 OBLIGATION TO PERFORM THE DUTIES REQUIRED UNDER YOUR
391 PROPERTY INSURANCE POLICY.

392

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

398 (5) An assignment agreement and this section do not modify
399 or eliminate:

400 (a) Any term, condition, or defense relating to any managed
401 repair arrangement provided in the policy.

402 (b) The right of an insurer to communicate directly with
403 the named insured if such insured is not represented by counsel.

404 ~~(9) (a) An assignee must provide the named insured, insurer,~~
405 ~~and the assignor, if not the named insured, with a written~~
406 ~~notice of intent to initiate litigation before filing suit under~~
407 ~~the policy. Such notice must be served by certified mail, return~~
408 ~~receipt requested, or electronic delivery at least 10 business~~
409 ~~days before filing suit, but may not be served before the~~
410 ~~insurer has made a determination of coverage under s. 627.70131.~~
411 ~~The notice must specify the damages in dispute, the amount~~
412 ~~claimed, and a presuit settlement demand. Concurrent with the~~
413 ~~notice, and as a precondition to filing suit, the assignee must~~
414 ~~provide the named insured, insurer, and the assignor, if not the~~
415 ~~named insured, a detailed written invoice or estimate of~~
416 ~~services, including itemized information on equipment,~~



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417 ~~materials, and supplies; the number of labor hours; and, in the~~
418 ~~case of work performed, proof that the work has been performed~~
419 ~~in accordance with accepted industry standards.~~

420 ~~(b) An insurer must respond in writing to the notice within~~
421 ~~10 business days after receiving the notice specified in~~
422 ~~paragraph (a) by making a presuit settlement offer or requiring~~
423 ~~the assignee to participate in appraisal or other method of~~
424 ~~alternative dispute resolution under the policy. An insurer must~~
425 ~~have a procedure for the prompt investigation, review, and~~
426 ~~evaluation of the dispute stated in the notice and must~~
427 ~~investigate each claim contained in the notice in accordance~~
428 ~~with the Florida Insurance Code.~~

429 ~~(10) Notwithstanding any other provision of law, in a suit~~
430 ~~related to an assignment agreement for post-loss claims arising~~
431 ~~under a residential or commercial property insurance policy,~~
432 ~~attorney fees and costs may be recovered by an assignee only~~
433 ~~under s. 57.105 and this subsection.~~

434 ~~(a) If the difference between the judgment obtained by the~~
435 ~~assignee and the presuit settlement offer is:~~

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

438 ~~2. At least 25 percent but less than 50 percent of the~~
439 ~~disputed amount, no party is entitled to an award of attorney~~
440 ~~fees.~~

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

443 ~~(b) If the insurer fails to inspect the property or provide~~
444 ~~written or oral authorization for repairs within 7 calendar days~~
445 ~~after the first notice of loss, the insurer waives its right to~~



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446 ~~an award of attorney fees under this subsection. If the failure~~
447 ~~to inspect the property or provide written or oral authorization~~
448 ~~for repairs is the result of an event for which the Governor had~~
449 ~~declared a state of emergency under s. 252.36, factors beyond~~
450 ~~the control of the insurer which reasonably prevented an~~
451 ~~inspection or written or oral authorization for repairs, or the~~
452 ~~named insured's failure or inability to allow an inspection of~~
453 ~~the property after a request by the insurer, the insurer does~~
454 ~~not waive its right to an award of attorney fees under this~~
455 ~~subsection.~~

456 ~~(c) If an assignee commences an action in any court of this~~
457 ~~state based upon or including the same claim against the same~~
458 ~~adverse party that such assignee has previously voluntarily~~
459 ~~dismissed in a court of this state, the court may order the~~
460 ~~assignee to pay the attorney fees and costs of the adverse party~~
461 ~~resulting from the action previously voluntarily dismissed. The~~
462 ~~court shall stay the proceedings in the subsequent action until~~
463 ~~the assignee has complied with the order.~~

464 Section 9. The Supreme Court of Florida is requested to
465 amend the Rules of Professional Conduct of the Rules Regulating
466 The Florida Bar to require that, when a recovery judgment has
467 been awarded in a residential or commercial residential property
468 claim, each participating lawyer or law firm must provide
469 closing statements itemizing the amount of the fee received by
470 each participating lawyer or law firm, costs, and expenses to
471 the Department of Financial Services.

472 Section 10. This act shall take effect July 1, 2021.

473
474 ===== T I T L E A M E N D M E N T =====



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475 And the title is amended as follows:

476 Delete everything before the enacting clause
477 and insert:

478 A bill to be entitled

479 An act relating to residential property insurance;
480 amending s. 626.9373, F.S.; providing that, for
481 certain attorney fees awarded for claims arising under
482 surplus lines property insurance policies, a strong
483 presumption is created that a lodestar fee is
484 sufficient and reasonable; providing that such
485 presumption may be rebutted only under certain
486 circumstances; defining terms; providing for an award
487 of attorney fees for certain claims under specified
488 circumstances; amending s. 627.428, F.S.; providing
489 that, for certain attorney fees awarded for claims
490 arising under property insurance policies, a strong
491 presumption is created that a lodestar fee is
492 sufficient and reasonable; providing that such
493 presumption may be rebutted only under certain
494 circumstances; amending s. 627.7011, F.S.; providing
495 that certain provisions relating to homeowners'
496 policies, offers of replacement cost coverage, and
497 offers of law and ordinance coverage do not prohibit
498 insurers from providing specified property insurance
499 policies by including roof surface reimbursement
500 schedules; providing requirements for roof surface
501 reimbursement schedules; prohibiting application of a
502 roof surface reimbursement schedule under certain
503 circumstances; providing that certain provisions



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504 relating to homeowners' policies, offers of
505 replacement cost coverage, and offers of law and
506 ordinance coverage do not prohibit insurers from
507 providing specified property insurance policies by
508 offering roof reimbursement on the basis of
509 replacement costs; providing that certain provisions
510 relating to homeowners' policies, offers of
511 replacement cost coverage, and offers of law and
512 ordinance coverage do not prohibit insurers from
513 providing coverage on specified property insurance
514 policies for a roof that is limited to a certain
515 value; amending s. 627.70132, F.S.; revising property
516 insurance coverages for which a notice of claim must
517 be given to the insurer within a specified timeframe;
518 revising the timeframe for providing notices of
519 property insurance claims; revising the definitions of
520 the terms "supplemental claim" and "reopened claim";
521 amending s. 627.7015, F.S.; conforming a provision to
522 changes made by the act; authorizing property
523 insurance policies to require policyholders and
524 assignees to participate in mediation; creating s.
525 627.70152, F.S.; providing applicability; defining
526 terms; requiring notice of intent to initiate
527 litigation; specifying requirements for such notice;
528 specifying an assignee's presuit obligations;
529 specifying the timeframe within which a notice of
530 intent to initiate litigation must be served;
531 requiring dismissal of certain actions under specified
532 circumstances; specifying the admissibility of certain



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533 evidence; providing construction; authorizing an
534 insurer to request to inspect, photograph, or evaluate
535 certain property; specifying requirements for such
536 inspections, photographs, and evaluations; authorizing
537 motions to abate suits under property insurance
538 policies; specifying conditions for abatement;
539 providing for an award of attorney fees for certain
540 claims under specified circumstances; providing for an
541 award of attorney fees following a voluntary dismissal
542 under certain circumstances; requiring the court to
543 stay proceedings under certain circumstances; creating
544 s. 627.70153, F.S.; requiring parties that are aware
545 of certain residential property insurance claims to
546 notify the court of multiple proceedings; authorizing
547 the court to consolidate certain residential property
548 insurance claims upon notification of any party;
549 amending s. 627.7152, F.S.; deleting definitions;
550 requiring assignment agreements to be provided to
551 named insureds; providing that assignment agreements
552 do not modify the right of insurers to communicate
553 directly with unrepresented named insureds; deleting a
554 requirement for a notice of intent to initiate
555 litigation; deleting requirements for such notice;
556 deleting a requirement for a written response to the
557 notice of intent to initiate litigation; deleting
558 requirements for such response; deleting a provision
559 related to an award of reasonable attorney fees and
560 costs for certain claims arising under an assignment
561 agreement; deleting a provision related to an award of



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562 reasonable attorney fees and costs following a
563 voluntary dismissal under certain circumstances;
564 deleting a requirement for the court to stay
565 proceedings under certain circumstances; requesting
566 the Florida Supreme Court to amend rules to require
567 participating lawyers or firms to provide closing
568 statements to the department under certain
569 circumstances; providing an effective date.