

By the Committees on Rules; Judiciary; and Banking and Insurance; and Senators Boyd and Brandes

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1 A bill to be entitled
2 An act relating to property insurance; amending s.
3 626.9373, F.S.; defining terms; providing for an award
4 of attorney fees for certain claims under specified
5 circumstances; providing that, for certain attorney
6 fees awarded for claims arising under surplus lines
7 property insurance policies, a strong presumption is
8 created that a lodestar fee is sufficient and
9 reasonable; providing that such presumption may be
10 rebutted only under certain circumstances; amending s.
11 627.428, F.S.; providing applicability; amending s.
12 627.7011, F.S.; providing that certain provisions
13 relating to homeowners' policies, offers of
14 replacement cost coverage, and offers of law and
15 ordinance coverage do not prohibit insurers from
16 providing specified property insurance policies by
17 including roof covering reimbursement schedules;
18 providing requirements for roof covering reimbursement
19 schedules; prohibiting application of a roof covering
20 reimbursement schedule under certain circumstances;
21 providing that certain provisions relating to
22 homeowners' policies, offers of replacement cost
23 coverage, and offers of law and ordinance coverage do
24 not prohibit insurers from providing specified
25 property insurance policies by offering roof
26 reimbursement on the basis of replacement costs;
27 providing that certain provisions relating to
28 homeowners' policies, offers of replacement cost
29 coverage, and offers of law and ordinance coverage do

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30 not prohibit insurers from providing coverage on
31 specified property insurance policies for a roof that
32 is limited to a certain value; providing that a stated
33 value sublimit of coverage may not be applied to a
34 roof in certain circumstances; amending s. 627.70132,
35 F.S.; revising property insurance coverages for which
36 a notice of claim must be given to the insurer within
37 a specified timeframe; revising the timeframe for
38 providing notices of property insurance claims;
39 revising the definitions of the terms "supplemental
40 claim" and "reopened claim"; amending s. 627.7015,
41 F.S.; conforming a provision to changes made by the
42 act; authorizing property insurance policies to
43 require policyholders and assignees to participate in
44 mediation; creating s. 627.70152, F.S.; providing
45 applicability; defining terms; requiring notice of
46 intent to initiate litigation; specifying requirements
47 for such notice; specifying an assignee's presuit
48 obligations; specifying the timeframe within which a
49 notice of intent to initiate litigation must be
50 served; requiring dismissal of certain actions under
51 specified circumstances; specifying the admissibility
52 of certain evidence; providing construction;
53 authorizing an insurer to request to inspect,
54 photograph, or evaluate certain property; specifying
55 requirements for such inspections, photographs, and
56 evaluations; authorizing motions to abate suits under
57 property insurance policies; specifying conditions for
58 abatement; providing for an award of attorney fees for

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59 certain claims under specified circumstances;
60 providing that, for certain attorney fees awarded for
61 claims arising under property insurance policies, a
62 strong presumption is created that a lodestar fee is
63 sufficient and reasonable; providing that such
64 presumption may be rebutted only under certain
65 circumstances; providing for an award of attorney fees
66 following a voluntary dismissal under certain
67 circumstances; requiring the court to stay proceedings
68 under certain circumstances; creating s. 627.70153,
69 F.S.; requiring parties that are aware of certain
70 residential property insurance claims to notify the
71 court of multiple proceedings; authorizing the court
72 to consolidate certain residential property insurance
73 claims upon notification of any party; amending s.
74 627.7152, F.S.; deleting definitions; requiring
75 assignment agreements to be provided to named
76 insureds; providing that assignment agreements do not
77 modify the right of insurers to communicate directly
78 with named insureds; deleting a requirement for a
79 notice of intent to initiate litigation; deleting
80 requirements for such notice; deleting a requirement
81 for a written response to the notice of intent to
82 initiate litigation; deleting requirements for such
83 response; deleting a provision related to an award of
84 reasonable attorney fees and costs for certain claims
85 arising under an assignment agreement; deleting a
86 provision related to an award of reasonable attorney
87 fees and costs following a voluntary dismissal under

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88 certain circumstances; deleting a requirement for the
89 court to stay proceedings under certain circumstances;
90 requesting the Florida Supreme Court to amend rules to
91 require defense and plaintiff lawyers or firms to
92 provide closing statements to the Department of
93 Financial Services under certain circumstances;
94 providing an effective date.

95

96 Be It Enacted by the Legislature of the State of Florida:

97

98 Section 1. Subsection (3) is added to section 626.9373,
99 Florida Statutes, to read:

100 626.9373 Attorney's fees.—

101 (3) (a) As used in this subsection, the term:

102 1. "Assignee" has the same meaning as in s. 627.7152.

103 2. "Claimant" means an insured or assignee who is filing
104 suit under a property insurance policy.

105 3. "Demand" means the specific amount alleged to be owed by
106 the insurer to the claimant under the property insurance policy.

107 4. "Demand-judgment quotient" means the quotient obtained
108 by dividing the judgment by the demand.

109 5. "Incurred attorney fees" means the total amount of
110 attorney fees supported by sufficient evidence and determined by
111 the court to have been incurred by the claimant in bringing the
112 action.

113 6. "Judgment" means damages recovered, if any, but does not
114 include any amount awarded for attorney fees, costs, or
115 interest.

116 (b) Notwithstanding any other provision of law, in a suit

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117 arising under a residential or commercial property insurance
118 policy, attorney fees and costs may be recovered only pursuant
119 to s. 57.105 and this subsection. Attorney fees may be awarded
120 under this section as follows:

121 1. If the demand-judgment quotient is greater than or equal
122 to 0.8, the full amount of incurred attorney fees may be awarded
123 to the claimant.

124 2. If the demand-judgment quotient is equal to or greater
125 than 0.2 but less than 0.8, the attorney fees awarded to the
126 claimant must equal the product of multiplying the incurred
127 attorney fees by the demand-judgment quotient.

128 3. If the demand-judgment quotient is less than 0.2, a
129 claimant may not be awarded attorney fees; however, the full
130 amount of attorney fees incurred may be awarded to the insurer
131 if the claimant is an assignee.

132 (c) In an award of attorney fees under this subsection, a
133 strong presumption is created that a lodestar fee is sufficient
134 and reasonable. Such presumption may be rebutted only in a rare
135 and exceptional circumstance with evidence that competent
136 counsel could not be retained in a reasonable manner.

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

139 627.428 Attorney fees.—

140 (4) This section does not apply to a judgment or decree
141 entered by any court of this state against a commercial or
142 residential property insurer.

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

145 627.7011 Homeowners' policies; offer of replacement cost

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146 coverage and law and ordinance coverage.—

147 (5) This section does not:

148 (f) Prohibit an insurer, notwithstanding paragraph (1)(a),
149 from providing limited coverage on a personal lines residential
150 property insurance policy by including a roof covering
151 reimbursement schedule. If included in the policy, a roof
152 covering reimbursement schedule must do all of the following:

153 1. Provide reimbursement for repair, replacement, and
154 installation based on the annual age of a roof covering.

155 2. Provide full replacement coverage for any roof covering
156 less than 10 years old.

157 3. Unless otherwise demonstrated to the office to be
158 actuarially justified, provide for reimbursement amounts of no
159 less than:

160 a. Seventy percent for a metal roof type.

161 b. Forty percent for a concrete tile and clay tile roof
162 type.

163 c. Forty percent for a wood shake and wood shingle roof
164 type.

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

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

168
169 "PLEASE DISCUSS WITH YOUR INSURANCE AGENT. YOU ARE ELECTING TO
170 PURCHASE COVERAGE ON YOUR ROOF ACCORDING TO A ROOF COVERING
171 REIMBURSEMENT SCHEDULE. IF YOUR ROOF IS DAMAGED BY A COVERED
172 PERIL, YOU WILL RECEIVE A PAYMENT AMOUNT FOR YOUR ROOF ACCORDING
173 TO THE SCHEDULE BELOW. BE ADVISED THAT THIS MAY RESULT IN YOU
174 HAVING TO PAY SIGNIFICANT COSTS TO REPAIR OR REPLACE YOUR ROOF.

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175 PLEASE DISCUSS WITH YOUR INSURANCE AGENT."

176
177 5. Allow for all actuarially sound methods of s. 627.062 to
178 apply.

179 6. Be approved by the office.

180 7. Be provided to the insured with the policy documents at
181 issuance and renewal.

182
183 A roof covering reimbursement schedule may not be applied to a
184 roof if there is a total loss to a primary structure in
185 accordance with the valued policy law under s. 627.702 which is
186 caused by a covered peril.

187 (g) Prohibit an insurer that provides roof reimbursement on
188 the basis of a roof covering reimbursement schedule from also
189 offering roof reimbursement on the basis of replacement costs.

190 (h) Prohibit an insurer, notwithstanding paragraph (1)(a),
191 from providing coverage on a personal lines residential property
192 insurance policy by limiting coverage for a roof to a stated
193 value sublimit of coverage. A stated value sublimit of coverage
194 may not be applied to a roof if there is a total loss to the
195 primary structure in accordance with the valued policy law under
196 s. 627.702 which is caused by a covered peril.

197 Section 4. Section 627.70132, Florida Statutes, is amended
198 to read:

199 627.70132 Notice of property insurance ~~windstorm or~~
200 ~~hurricane~~ claim.—A claim, supplemental claim, or reopened claim
201 under an insurance policy that provides property insurance, as
202 defined in s. 624.604, including a property insurance policy
203 issued by an eligible surplus lines insurer, ~~for loss or damage~~

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204 ~~caused by the peril of windstorm or hurricane~~ is barred unless
205 notice of the claim, supplemental claim, or reopened claim is
206 ~~was~~ given to the insurer in accordance with the terms of the
207 policy within 2 ~~3~~ years after the date of loss ~~hurricane first~~
208 ~~made landfall or the windstorm caused the covered damage~~. For
209 purposes of this section, the term "supplemental claim" or
210 "reopened claim" means any additional claim for recovery from
211 the insurer for losses ~~from the same hurricane or windstorm~~
212 ~~which~~ the insurer has previously adjusted pursuant to the
213 initial claim. This section does not affect any applicable
214 limitation on civil actions provided in s. 95.11 for claims,
215 supplemental claims, or reopened claims timely filed under this
216 section.

217 Section 5. Subsection (9) of section 627.7015, Florida
218 Statutes, is amended, and subsection (10) is added to that
219 section, to read:

220 627.7015 Alternative procedure for resolution of disputed
221 property insurance claims.—

222 (9) For purposes of this section, the term "claim" refers
223 to any dispute between an insurer and a policyholder relating to
224 a material issue of fact other than a dispute:

225 (a) With respect to which the insurer has a reasonable
226 basis to suspect fraud;

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

229 (c) With respect to which the insurer has a reasonable
230 basis to believe that the policyholder has intentionally made a
231 material misrepresentation of fact which is relevant to the
232 claim, and the entire request for payment of a loss has been

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233 denied on the basis of the material misrepresentation;

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

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

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

243 Section 6. Section 627.70152, Florida Statutes, is created
244 to read:

245 627.70152 Suits arising under a property insurance policy.—

246 (1) APPLICATION.—This section applies to all suits under a
247 property insurance policy, including actions brought by an
248 assignee.

249 (2) DEFINITIONS.—As used in this section, the term:

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

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

253 (c) "Demand" means the specific amount alleged to be owed
254 by the insurer to the claimant under the property insurance
255 policy.

256 (d) "Demand-judgment quotient" means the quotient obtained
257 by dividing the judgment by the demand.

258 (e) "Incurred attorney fees" means the total amount of
259 attorney fees supported by sufficient evidence and determined by
260 the court to have been incurred by the claimant in bringing the
261 action.

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

265 (3) NOTICE.-

266 (a) As a condition precedent to filing a suit under a
267 property insurance policy, a claimant must provide the insurer a
268 written notice of intent to initiate litigation in accordance
269 with this section. A claimant who is an assignee must also
270 provide such notice to the named insured or the assignor, if not
271 the named insured. Such notice must be served by certified mail,
272 return receipt requested, or electronic delivery at least 60
273 days before filing suit. However, such notice may not be served
274 before the insurer has made a determination of coverage under s.
275 627.70131. An attorney or other representative of the claimant
276 who provides such notice must provide a copy of the notice to
277 the claimant. The notice and any copy must specify:

278 1. That the notice is being provided pursuant to this
279 section;

280 2. The alleged acts or omissions of the insurer giving rise
281 to the action;

282 3. The demand;

283 4. The amount of reasonable and necessary attorney fees
284 incurred by the claimant, to be calculated by multiplying the
285 number of hours actually worked on the claim as of the date of
286 the notice by the claimant's attorney by a reasonable hourly
287 rate; and

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

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291 The notice and any copy must be accompanied by a detailed
292 written invoice or estimate of services, including itemized
293 information on equipment, materials, and supplies; the number of
294 labor hours; and, in the case of work performed, proof that the
295 work has been performed in accordance with accepted industry
296 standards.

297 (b) As a precondition to filing suit, an assignee also must
298 comply with s. 627.7152.

299 (c) A notice of intent to initiate litigation must be
300 served within the time limits provided in s. 95.11 and is not
301 required if the action is a counterclaim. Service of a notice
302 tolls the time limits provided in s. 95.11 for 60 days if such
303 time limits will expire before the end of the 60-day notice
304 period.

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

311 (4) ADMISSIBILITY OF NOTICE AND RESPONSE.—The notice
312 provided pursuant to subsection (3) and the submissions provided
313 pursuant to subparagraph (3) (a):

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

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

319 (c) Do not relieve any obligation that an insured or

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320 assignee has to give notice under any other provision of law.

321 (5) INSPECTION.—Within 30 days after an insurer receives
322 notice pursuant to subsection (3), the insurer may send a
323 written request to the insured or assignee to inspect,
324 photograph, or evaluate, in a reasonable manner and at a
325 reasonable time, the property that is the subject of the claim.
326 If reasonably possible, the insurer must complete the
327 inspection, photography, and evaluation not later than 60 days
328 after the insurer receives the presuit notice. After completing
329 the inspection, the insurer must conduct an internal review by a
330 duly qualified claims adjuster to fairly and promptly evaluate
331 the claim. This section does not limit any right provided in a
332 property insurance policy or contract to inspect property.

333 (6) ABATEMENT.—

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

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

341 2. Did not receive notice required pursuant to subsection
342 (3) or requested an inspection pursuant to subsection (5) but
343 was not provided a reasonable opportunity to inspect,
344 photograph, or evaluate the property that is the subject of the
345 claim.

346 (b) The court shall abate the action if the court finds
347 that the insurer did not receive the notice required by
348 subsection (3) or requested an inspection pursuant to subsection

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349 (5) but was not provided a reasonable opportunity to inspect,
350 photograph, or evaluate the property that is the subject of the
351 claim.

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

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

360 2. Is not controverted by an affidavit filed by the insured
361 or assignee within 10 days after the date the plea in abatement
362 is filed.

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

367 (e) Abatement under this subsection continues until the
368 later of:

369 1. Sixty days after the claimant provides notice to the
370 insurer in compliance with subsection (3); or

371 2. Fifty days after the insurer completes the requested
372 inspection, photographing, or evaluating of the property
373 pursuant to subsection (5).

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

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378 (7) ATTORNEY FEES.—

379 (a) Notwithstanding any other provision of law, in a suit
380 arising under a residential or commercial property insurance
381 policy, attorney fees and costs may be recovered only pursuant
382 to s. 57.105 and this subsection. An award of attorney fees and
383 costs may include only attorney fees and costs incurred after
384 the suit is filed and may not include attorney fees and costs
385 incurred while a suit is in abatement pursuant to this section.
386 Attorney fees may be awarded under this section as follows:

387 1. If the demand-judgment quotient is greater than or equal
388 to 0.8, the full amount of incurred attorney fees may be awarded
389 to the claimant.

390 2. If the demand-judgment quotient is equal to or greater
391 than 0.2 but less than 0.8, the attorney fees awarded to the
392 claimant must equal the product of multiplying the incurred
393 attorney fees by the demand-judgment quotient.

394 3. If the demand-judgment quotient is less than 0.2, a
395 claimant may not be awarded attorney fees; however, the full
396 amount of attorney fees incurred may be awarded to the insurer
397 if the claimant is an assignee.

398 (b) In an award of attorney fees under this subsection, a
399 strong presumption is created that a lodestar fee is sufficient
400 and reasonable. Such presumption may be rebutted only in a rare
401 and exceptional circumstance with evidence that competent
402 counsel could not be retained in a reasonable manner.

403 (c) If an insurer pleads and proves that it did not receive
404 notice that complies with subsection (3) and files such pleading
405 no later than the 30th day after the insurer files an original
406 answer in the court in which the action is pending, the court

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407 may not award to the claimant any incurred attorney fees for
408 services rendered after the date on which the insurer files such
409 pleading with the court.

410 (d) If a claimant commences an action in any court of this
411 state based upon or including the same claim against the same
412 adverse party which such insured or assignee has previously
413 voluntarily dismissed in a court of this state, the court may
414 order the insured or assignee to pay the attorney fees and costs
415 of the adverse party resulting from the action previously
416 voluntarily dismissed. The court shall stay the proceedings in
417 the subsequent action until the insured or assignee has complied
418 with the order.

419 Section 7. Section 627.70153, Florida Statutes, is created
420 to read:

421 627.70153 Consolidation of residential property insurance
422 actions.—Each party that is aware of ongoing multiple actions
423 involving coverage provided under the same residential property
424 insurance policy for the same property with the same owners must
425 provide written notice to the court of the multiple actions.
426 Upon notification of any party, the court may order that the
427 actions be consolidated and transferred to the court having
428 jurisdiction based on the total amount in controversy of all
429 consolidated claims. If multiple cases are pending in circuit
430 courts, the cases may be consolidated based on the date on which
431 the first case was filed.

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

435 627.7152 Assignment agreements.—

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

437 ~~(d) "Disputed amount" means the difference between the~~
438 ~~assignee's presuit settlement demand and the insurer's presuit~~
439 ~~settlement offer.~~

440 ~~(e) "Judgment obtained" means damages recovered, if any,~~
441 ~~but does not include any amount awarded for attorney fees,~~
442 ~~costs, or interest.~~

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

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

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

450 1. Be in writing and executed by and between the assignor
451 and the assignee.

452 2. Contain a provision that allows the assignor to rescind
453 the assignment agreement without a penalty or fee by submitting
454 a written notice of rescission signed by the assignor to the
455 assignee within 14 days after the execution of the agreement, at
456 least 30 days after the date work on the property is scheduled
457 to commence if the assignee has not substantially performed, or
458 at least 30 days after the execution of the agreement if the
459 agreement does not contain a commencement date and the assignee
460 has not begun substantial work on the property.

461 3. Contain a provision requiring the assignee to provide a
462 copy of the executed assignment agreement to the insurer and the
463 named insured within 3 business days after the date on which the
464 assignment agreement is executed or the date on which work

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465 begins, whichever is earlier. Delivery of the copy of the
466 assignment agreement to the insurer and the named insured may be
467 made:

468 a. By personal service, overnight delivery, or electronic
469 transmission, with evidence of delivery in the form of a receipt
470 or other paper or electronic acknowledgment by the insurer or
471 named insured, as applicable; or

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

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

476 5. Relate only to work to be performed by the assignee for
477 services to protect, repair, restore, or replace a dwelling or
478 structure or to mitigate against further damage to such
479 property.

480 6. Contain the following notice in 18-point uppercase and
481 boldfaced type:

482
483 YOU ARE AGREEING TO GIVE UP CERTAIN RIGHTS YOU HAVE
484 UNDER YOUR INSURANCE POLICY TO A THIRD PARTY, WHICH
485 MAY RESULT IN LITIGATION AGAINST YOUR INSURER. PLEASE
486 READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING IT.
487 YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT WITHOUT
488 PENALTY WITHIN 14 DAYS AFTER THE DATE THIS AGREEMENT
489 IS EXECUTED, AT LEAST 30 DAYS AFTER THE DATE WORK ON
490 THE PROPERTY IS SCHEDULED TO COMMENCE IF THE ASSIGNEE
491 HAS NOT SUBSTANTIALLY PERFORMED, OR AT LEAST 30 DAYS
492 AFTER THE EXECUTION OF THE AGREEMENT IF THE AGREEMENT
493 DOES NOT CONTAIN A COMMENCEMENT DATE AND THE ASSIGNEE

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494 HAS NOT BEGUN SUBSTANTIAL WORK ON THE PROPERTY.
495 HOWEVER, YOU ARE OBLIGATED FOR PAYMENT OF ANY
496 CONTRACTED WORK PERFORMED BEFORE THE AGREEMENT IS
497 RESCINDED. THIS AGREEMENT DOES NOT CHANGE YOUR
498 OBLIGATION TO PERFORM THE DUTIES REQUIRED UNDER YOUR
499 PROPERTY INSURANCE POLICY.

500

501 7. Contain a provision requiring the assignee to indemnify
502 and hold harmless the assignor from all liabilities, damages,
503 losses, and costs, including, but not limited to, attorney fees,
504 should the policy subject to the assignment agreement prohibit,
505 in whole or in part, the assignment of benefits.

506 (5) An assignment agreement and this section do not modify
507 or eliminate:

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

510 (b) The right of an insurer to communicate directly with
511 the named insured.

512 ~~(9)(a) An assignee must provide the named insured, insurer,~~
513 ~~and the assignor, if not the named insured, with a written~~
514 ~~notice of intent to initiate litigation before filing suit under~~
515 ~~the policy. Such notice must be served by certified mail, return~~
516 ~~receipt requested, or electronic delivery at least 10 business~~
517 ~~days before filing suit, but may not be served before the~~
518 ~~insurer has made a determination of coverage under s. 627.70131.~~
519 ~~The notice must specify the damages in dispute, the amount~~
520 ~~claimed, and a presuit settlement demand. Concurrent with the~~
521 ~~notice, and as a precondition to filing suit, the assignee must~~
522 ~~provide the named insured, insurer, and the assignor, if not the~~

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523 ~~named insured, a detailed written invoice or estimate of~~
524 ~~services, including itemized information on equipment,~~
525 ~~materials, and supplies; the number of labor hours; and, in the~~
526 ~~ease of work performed, proof that the work has been performed~~
527 ~~in accordance with accepted industry standards.~~

528 ~~(b) An insurer must respond in writing to the notice within~~
529 ~~10 business days after receiving the notice specified in~~
530 ~~paragraph (a) by making a presuit settlement offer or requiring~~
531 ~~the assignee to participate in appraisal or other method of~~
532 ~~alternative dispute resolution under the policy. An insurer must~~
533 ~~have a procedure for the prompt investigation, review, and~~
534 ~~evaluation of the dispute stated in the notice and must~~
535 ~~investigate each claim contained in the notice in accordance~~
536 ~~with the Florida Insurance Code.~~

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

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

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

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

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

551 ~~(b) If the insurer fails to inspect the property or provide~~

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552 ~~written or oral authorization for repairs within 7 calendar days~~
553 ~~after the first notice of loss, the insurer waives its right to~~
554 ~~an award of attorney fees under this subsection. If the failure~~
555 ~~to inspect the property or provide written or oral authorization~~
556 ~~for repairs is the result of an event for which the Governor had~~
557 ~~declared a state of emergency under s. 252.36, factors beyond~~
558 ~~the control of the insurer which reasonably prevented an~~
559 ~~inspection or written or oral authorization for repairs, or the~~
560 ~~named insured's failure or inability to allow an inspection of~~
561 ~~the property after a request by the insurer, the insurer does~~
562 ~~not waive its right to an award of attorney fees under this~~
563 ~~subsection.~~

564 ~~(c) If an assignee commences an action in any court of this~~
565 ~~state based upon or including the same claim against the same~~
566 ~~adverse party that such assignee has previously voluntarily~~
567 ~~dismissed in a court of this state, the court may order the~~
568 ~~assignee to pay the attorney fees and costs of the adverse party~~
569 ~~resulting from the action previously voluntarily dismissed. The~~
570 ~~court shall stay the proceedings in the subsequent action until~~
571 ~~the assignee has complied with the order.~~

572 ~~Section 9. The Supreme Court of Florida is requested to~~
573 ~~amend the Rules of Professional Conduct of the Rules Regulating~~
574 ~~The Florida Bar to require that, when a recovery judgment has~~
575 ~~been awarded in a residential or commercial residential property~~
576 ~~claim, each defense and plaintiff lawyer or law firm must~~
577 ~~provide closing statements itemizing the amount of the fee~~
578 ~~received by each defense and plaintiff lawyer or law firm,~~
579 ~~costs, and expenses to the Department of Financial Services.~~

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