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LEGISLATIVE ACTION

Senate

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House

Senator Grall moved the following:

1 **Senate Amendment to Amendment (579264) (with title**
2 **amendment)**

3
4 Delete lines 5 - 973

5 and insert:

6 Section 1. Section 57.104, Florida Statutes, is amended to
7 read:

8 57.104 Computation of attorney ~~attorneys'~~ fees.-

9 (1) In any action in which attorney ~~attorneys'~~ fees are to
10 be determined or awarded by the court, the court shall consider,
11 among other things, time and labor of any legal assistants who



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12 contributed nonclerical, meaningful legal support to the matter
13 involved and who are working under the supervision of an
14 attorney. For purposes of this section "legal assistant" means a
15 person, who under the supervision and direction of a licensed
16 attorney engages in legal research, and case development or
17 planning in relation to modifications or initial proceedings,
18 services, processes, or applications; or who prepares or
19 interprets legal documents or selects, compiles, and uses
20 technical information from references such as digests,
21 encyclopedias, or practice manuals and analyzes and follows
22 procedural problems that involve independent decisions.

23 (2) In any action in which attorney fees are determined or
24 awarded by the court, there is a strong presumption that a
25 lodestar fee is sufficient and reasonable. This presumption may
26 be overcome only in a rare and exceptional circumstance with
27 evidence that competent counsel could not otherwise be retained.

28 Section 2. Section 86.121, Florida Statutes, is created to
29 read:

30 86.121 Attorney fees; actions for declaratory relief to
31 determine insurance coverage after total coverage denial of
32 claim.—

33 (1) In an action brought for declaratory relief in state or
34 federal court to determine insurance coverage after the insurer
35 has made a total coverage denial of a claim:

36 (a) Either party is entitled to the summary procedure
37 provided in s. 51.011, and the court shall advance the cause on
38 the calendar.

39 (b) The court shall award reasonable attorney fees to the
40 named insured, omnibus insured, or named beneficiary under a



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41 policy issued by the insurer upon rendition of a declaratory
42 judgment in favor of the named insured, omnibus insured, or
43 named beneficiary. This right may not be transferred to,
44 assigned to, or acquired in any other manner by anyone other
45 than a named or omnibus insured or a named beneficiary. A
46 defense offered by an insurer pursuant to a reservation of
47 rights does not constitute a coverage denial of a claim. Such
48 fees are limited to those incurred in the action brought under
49 this chapter for declaratory relief to determine coverage of
50 insurance issued under the Florida Insurance Code.

51 (2) This section does not apply to any action arising under
52 a residential or commercial property insurance policy.

53 Section 3. Subsections (3), (4), and (10) of section 95.11,
54 Florida Statutes, are amended, and subsection (12) is added to
55 that section, to read:

56 95.11 Limitations other than for the recovery of real
57 property.—Actions other than for recovery of real property shall
58 be commenced as follows:

59 (3) WITHIN FOUR YEARS.—

60 ~~(a) An action founded on negligence.~~

61 ~~(a)~~ ~~(b)~~ An action relating to the determination of
62 paternity, with the time running from the date the child reaches
63 the age of majority.

64 ~~(b)~~ ~~(e)~~ An action founded on the design, planning, or
65 construction of an improvement to real property, with the time
66 running from the date of actual possession by the owner, the
67 date of the issuance of a certificate of occupancy, the date of
68 abandonment of construction if not completed, or the date of
69 completion of the contract or termination of the contract



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70 between the professional engineer, registered architect, or
71 licensed contractor and his or her employer, whichever date is
72 latest; except that, when the action involves a latent defect,
73 the time runs from the time the defect is discovered or should
74 have been discovered with the exercise of due diligence. In any
75 event, the action must be commenced within 10 years after the
76 date of actual possession by the owner, the date of the issuance
77 of a certificate of occupancy, the date of abandonment of
78 construction if not completed, or the date of completion of the
79 contract or termination of the contract between the professional
80 engineer, registered architect, or licensed contractor and his
81 or her employer, whichever date is latest. However,
82 counterclaims, cross-claims, and third-party claims that arise
83 out of the conduct, transaction, or occurrence set out or
84 attempted to be set out in a pleading may be commenced up to 1
85 year after the pleading to which such claims relate is served,
86 even if such claims would otherwise be time barred. With respect
87 to actions founded on the design, planning, or construction of
88 an improvement to real property, if such construction is
89 performed pursuant to a duly issued building permit and if a
90 local enforcement agency, state enforcement agency, or special
91 inspector, as those terms are defined in s. 553.71, has issued a
92 final certificate of occupancy or certificate of completion,
93 then as to the construction which is within the scope of such
94 building permit and certificate, the correction of defects to
95 completed work or repair of completed work, whether performed
96 under warranty or otherwise, does not extend the period of time
97 within which an action must be commenced. Completion of the
98 contract means the later of the date of final performance of all



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99 the contracted services or the date that final payment for such
100 services becomes due without regard to the date final payment is
101 made.

102 (c)~~(d)~~ An action to recover public money or property held
103 by a public officer or employee, or former public officer or
104 employee, and obtained during, or as a result of, his or her
105 public office or employment.

106 (d)~~(e)~~ An action for injury to a person founded on the
107 design, manufacture, distribution, or sale of personal property
108 that is not permanently incorporated in an improvement to real
109 property, including fixtures.

110 (e)~~(f)~~ An action founded on a statutory liability.

111 (f)~~(g)~~ An action for trespass on real property.

112 (g)~~(h)~~ An action for taking, detaining, or injuring
113 personal property.

114 (h)~~(i)~~ An action to recover specific personal property.

115 (i)~~(j)~~ A legal or equitable action founded on fraud.

116 (j)~~(k)~~ A legal or equitable action on a contract,
117 obligation, or liability not founded on a written instrument,
118 including an action for the sale and delivery of goods, wares,
119 and merchandise, and on store accounts.

120 (k)~~(l)~~ An action to rescind a contract.

121 (l)~~(m)~~ An action for money paid to any governmental
122 authority by mistake or inadvertence.

123 (m)~~(n)~~ An action for a statutory penalty or forfeiture.

124 (n)~~(o)~~ An action for assault, battery, false arrest,
125 malicious prosecution, malicious interference, false
126 imprisonment, or any other intentional tort, except as provided
127 in subsections (4), (5), and (7).



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128 (o) ~~(p)~~ Any action not specifically provided for in these
129 statutes.

130 (p) ~~(q)~~ An action alleging a violation, other than a willful
131 violation, of s. 448.110.

132 (4) WITHIN TWO YEARS.—

133 (a) An action founded on negligence.

134 (b) ~~(a)~~ An action for professional malpractice, other than
135 medical malpractice, whether founded on contract or tort;
136 provided that the period of limitations shall run from the time
137 the cause of action is discovered or should have been discovered
138 with the exercise of due diligence. However, the limitation of
139 actions herein for professional malpractice shall be limited to
140 persons in privity with the professional.

141 (c) ~~(b)~~ An action for medical malpractice shall be commenced
142 within 2 years from the time the incident giving rise to the
143 action occurred or within 2 years from the time the incident is
144 discovered, or should have been discovered with the exercise of
145 due diligence; however, in no event shall the action be
146 commenced later than 4 years from the date of the incident or
147 occurrence out of which the cause of action accrued, except that
148 this 4-year period shall not bar an action brought on behalf of
149 a minor on or before the child's eighth birthday. An "action for
150 medical malpractice" is defined as a claim in tort or in
151 contract for damages because of the death, injury, or monetary
152 loss to any person arising out of any medical, dental, or
153 surgical diagnosis, treatment, or care by any provider of health
154 care. The limitation of actions within this subsection shall be
155 limited to the health care provider and persons in privity with
156 the provider of health care. In those actions covered by this



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157 paragraph in which it can be shown that fraud, concealment, or
158 intentional misrepresentation of fact prevented the discovery of
159 the injury the period of limitations is extended forward 2 years
160 from the time that the injury is discovered or should have been
161 discovered with the exercise of due diligence, but in no event
162 to exceed 7 years from the date the incident giving rise to the
163 injury occurred, except that this 7-year period shall not bar an
164 action brought on behalf of a minor on or before the child's
165 eighth birthday. This paragraph shall not apply to actions for
166 which ss. 766.301-766.316 provide the exclusive remedy.

167 (d)~~(e)~~ An action to recover wages or overtime or damages or
168 penalties concerning payment of wages and overtime.

169 (e)~~(d)~~ An action for wrongful death.

170 (f)~~(e)~~ An action founded upon a violation of any provision
171 of chapter 517, with the period running from the time the facts
172 giving rise to the cause of action were discovered or should
173 have been discovered with the exercise of due diligence, but not
174 more than 5 years from the date such violation occurred.

175 (g)~~(f)~~ An action for personal injury caused by contact with
176 or exposure to phenoxy herbicides while serving either as a
177 civilian or as a member of the Armed Forces of the United States
178 during the period January 1, 1962, through May 7, 1975; the
179 period of limitations shall run from the time the cause of
180 action is discovered or should have been discovered with the
181 exercise of due diligence.

182 (h)~~(g)~~ An action for libel or slander.

183 (10) FOR INTENTIONAL TORTS RESULTING IN DEATH FROM ACTS
184 DESCRIBED IN S. 782.04 OR S. 782.07.—Notwithstanding paragraph
185 (4) ~~(e)~~ ~~(4)~~ ~~(d)~~, an action for wrongful death seeking damages



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186 authorized under s. 768.21 brought against a natural person for
187 an intentional tort resulting in death from acts described in s.
188 782.04 or s. 782.07 may be commenced at any time. This
189 subsection shall not be construed to require an arrest, the
190 filing of formal criminal charges, or a conviction for a
191 violation of s. 782.04 or s. 782.07 as a condition for filing a
192 civil action.

193 (12) FOR ACTIONS INVOLVING SERVICEMEMBERS.—Any action
194 involving a servicemember as defined in s. 250.01, in which the
195 servicemember is a party, is subject to s. 250.5201 and part IV
196 of chapter 250, which includes the Servicemembers Civil Relief
197 Act, 50 U.S.C. ss. 501 et seq., providing for protections to
198 members of the United States Armed Forces, the United States
199 Reserve Forces, or the National Guard during terms of federal or
200 state active duty which materially affect the servicemember's
201 ability to appear.

202 Section 4. Section 624.155, Florida Statutes, is amended to
203 read:

204 624.155 Civil remedy.—

205 (1) Any person may bring a civil action against an insurer
206 when such person is damaged:

207 (a) By a violation of any of the following provisions by
208 the insurer:

- 209 1. Section 626.9541(1)(i), (o), or (x);
- 210 2. Section 626.9551;
- 211 3. Section 626.9705;
- 212 4. Section 626.9706;
- 213 5. Section 626.9707; or
- 214 6. Section 627.7283.



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215 (b) By the commission of any of the following acts by the
216 insurer:

217 1. Not attempting in good faith to settle claims when,
218 under all the circumstances, it could and should have done so,
219 had it acted fairly and honestly toward its insured and with due
220 regard for her or his interests;

221 2. Making claims payments to insureds or beneficiaries not
222 accompanied by a statement setting forth the coverage under
223 which payments are being made; or

224 3. Except as to liability coverages, failing to promptly
225 settle claims, when the obligation to settle a claim has become
226 reasonably clear, under one portion of the insurance policy
227 coverage in order to influence settlements under other portions
228 of the insurance policy coverage.

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230 Notwithstanding the provisions of the above to the contrary, a
231 person pursuing a remedy under this section need not prove that
232 such act was committed or performed with such frequency as to
233 indicate a general business practice.

234 (2) Any party may bring a civil action against an
235 unauthorized insurer if such party is damaged by a violation of
236 s. 624.401 by the unauthorized insurer.

237 (3) (a) As a condition precedent to bringing an action under
238 this section, the department and the authorized insurer must
239 have been given 60 days' written notice of the violation. Notice
240 to the authorized insurer must be provided by the department to
241 the e-mail address designated by the insurer under s. 624.422.

242 (b) The notice shall be on a form provided by the
243 department and shall state with specificity the following



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244 information, and such other information as the department may
245 require:

246 1. The statutory provision, including the specific language
247 of the statute, which the authorized insurer allegedly violated.

248 2. The facts and circumstances giving rise to the
249 violation.

250 3. The name of any individual involved in the violation.

251 4. Reference to specific policy language that is relevant
252 to the violation, if any. If the person bringing the civil
253 action is a third party claimant, she or he shall not be
254 required to reference the specific policy language if the
255 authorized insurer has not provided a copy of the policy to the
256 third party claimant pursuant to written request.

257 5. A statement that the notice is given in order to perfect
258 the right to pursue the civil remedy authorized by this section.

259 (c) No action shall lie if, within 60 days after the
260 insurer receives notice from the department in accordance with
261 this subsection, the damages are paid or the circumstances
262 giving rise to the violation are corrected.

263 (d) The authorized insurer that is the recipient of a
264 notice filed pursuant to this section shall report to the
265 department on the disposition of the alleged violation.

266 (e) The applicable statute of limitations for an action
267 under this section shall be tolled for a period of:

268 1. Sixty days after the insurer receives from the
269 department the notice required by this subsection.

270 2. Sixty days after the date appraisal is invoked pursuant
271 to paragraph (f).

272 (f) A notice required under this subsection may not be



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273 filed within 60 days after appraisal is invoked by any party in
274 a residential property insurance claim.

275 (4) (a) In an action for bad faith failure to settle a
276 liability insurance claim, including any such action brought
277 under the common law, if the insurer initiates settlement
278 negotiations by tendering the lesser of the policy limits or the
279 amount demanded by the claimant in exchange for a general
280 release of the insured within 90 days after receiving actual
281 notice of the loss, the failure to tender the policy limits
282 sooner does not constitute bad faith.

283 (b) If an insurer does not tender the lesser of the policy
284 limits or the amount demanded by the claimant within the 90-day
285 timeframe provided in paragraph (a), the existence of the 90-day
286 timeframe and that no bad faith action could lie had the insurer
287 tendered the lesser of policy limits or the amount demanded by
288 the claimant pursuant to paragraph (a) is inadmissible in any
289 action seeking to establish bad faith on the part of the
290 insurer.

291 (c) If the insurer fails to tender pursuant to paragraph
292 (a) within the 90-day period, any applicable statute of
293 limitations is extended for an additional 90 days.

294 (5) In any bad faith action, whether such action is brought
295 under this section or is based on the common-law remedy for bad
296 faith:

297 (a) Mere negligence alone is insufficient to constitute bad
298 faith.

299 (b) The focus of the bad faith claim is on the conduct of
300 an insurer, but in determining whether the insurer actually
301 could have settled the claim, the jury may consider the totality



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302 of the circumstances, including:

303 1. Whether any conditions placed on the settlement by the
304 claimant were unreasonable or impossible to perform within the
305 time permitted; and

306 2. Whether the insured failed to cooperate with the
307 insurer's efforts to meet the conditions after being fully
308 advised by the insurer about the purpose and importance of doing
309 so.

310 (6) (a) If two or more third-party claimants have competing
311 claims arising out of a single occurrence, which in total may
312 exceed the available policy limits of an insured who may be
313 liable to the third-party claimants, and the insurer initiates
314 settlement negotiations by globally tendering the applicable
315 policy limits in exchange for a general release of the insured
316 within 90 days after receiving actual notice of the loss, the
317 failure to tender policy limits sooner does not constitute bad
318 faith.

319 (b) If an insurer does not globally tender the policy
320 limits within the 90-day timeframe provided in paragraph (a),
321 the existence of the 90-day timeframe and that no bad faith
322 action could lie had the insurer tendered the lesser of policy
323 limits or the amount demanded by the claimant pursuant to
324 paragraph (a) is inadmissible in any action seeking to establish
325 bad faith on the part of the insurer.

326 (c) If two or more third-party claimants have competing
327 claims arising out of a single occurrence, which in total may
328 exceed the available policy limits of an insured who may be
329 liable to the third-party claimants, and the claimants are
330 unwilling to globally settle within the policy limits,



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331 thereafter, the insurer must attempt to minimize the magnitude
332 of possible excess judgments against the insured. The insurer is
333 entitled to great discretion to decide how much to offer each
334 respective claimant in its attempt to protect the insured. The
335 insurer may, in its effort to minimize the excess liability of
336 the insured, use its discretion to offer the full available
337 policy limits to one or more claimants to the exclusion of other
338 claimants and may leave the insured exposed to some liability
339 after all the policy limits are paid. An insurer does not act in
340 bad faith simply because it is unable to settle all claims in a
341 competing claimant case.

342 (d) An insurer is not liable beyond the available policy
343 limits for failure to pay all or any portion of the available
344 policy limits to one or more of the third-party claimants if,
345 pursuant to a binding arbitration that has been agreed to by the
346 insurer and all the third-party claimants, the insurer makes the
347 entire amount of the policy limits available for payment to the
348 competing third-party claimants before a qualified arbitrator
349 agreed to by the insurer and such third-party claimants at the
350 expense of the insurer. The third-party claimants are entitled
351 to a prorated share of the policy limits as determined by the
352 arbitrator, who must consider the comparative fault, if any, of
353 each third-party claimant and the total likely outcome at trial
354 based upon the total of the economic and noneconomic damages
355 submitted to the arbitrator for consideration. A third-party
356 claimant whose claim is resolved by the arbitrator must execute
357 and deliver a general release to the insured party whose claim
358 is resolved by the proceeding.

359 (7)(4) In any insurance bad faith action, whether brought



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360 under this section or the common law, upon adverse adjudication
361 at trial or upon appeal, the ~~authorized~~ insurer shall be liable
362 for damages, together with court costs and reasonable attorney
363 ~~attorney's~~ fees incurred by the plaintiff.

364 (8)~~(5)~~ ~~No~~ Punitive damages may not ~~shall~~ be awarded under
365 this section unless the acts giving rise to the violation occur
366 with such frequency as to indicate a general business practice
367 and these acts are:

368 (a) Willful, wanton, and malicious;

369 (b) In reckless disregard for the rights of any insured; or

370 (c) In reckless disregard for the rights of a beneficiary
371 under a life insurance contract.

372
373 Any person who pursues a claim under this subsection shall post
374 in advance the costs of discovery. Such costs shall be awarded
375 to the authorized insurer if no punitive damages are awarded to
376 the plaintiff.

377 (9)~~(6)~~ This section does ~~shall~~ not ~~be construed to~~
378 authorize a class action suit against an authorized insurer or a
379 civil action against the commission, the office, or the
380 department or any of their employees, or to create a cause of
381 action when an authorized health insurer refuses to pay a claim
382 for reimbursement on the ground that the charge for a service
383 was unreasonably high or that the service provided was not
384 medically necessary.

385 (10)~~(7)~~ In the absence of expressed language to the
386 contrary, this section shall not be construed to authorize a
387 civil action or create a cause of action against an authorized
388 insurer or its employees who, in good faith, release information



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389 about an insured or an insurance policy to a law enforcement
390 agency in furtherance of an investigation of a criminal or
391 fraudulent act relating to a motor vehicle theft or a motor
392 vehicle insurance claim.

393 ~~(11)-(8)~~ The civil remedy specified in this section does not
394 preempt any other remedy or cause of action provided for
395 pursuant to any other statute or pursuant to the common law of
396 this state. Any person may obtain a judgment under either the
397 common-law remedy of bad faith or this statutory remedy, but is
398 ~~shall not be~~ entitled to a judgment under both remedies. This
399 section does ~~shall not be construed to~~ create a common-law cause
400 of action. The damages recoverable pursuant to this section
401 shall include those damages which are a reasonably foreseeable
402 result of a specified violation of this section by the
403 authorized insurer and may include an award or judgment in an
404 amount that exceeds the policy limits.

405 ~~(12)-(9)~~ A surety issuing a payment or performance bond on
406 the construction or maintenance of a building or roadway project
407 is not an insurer for purposes of subsection (1).

408 Section 5. Section 624.1552, Florida Statutes, is created
409 to read:

410 624.1552 Civil actions involving an insurance contract;
411 applicability of offer of judgment provisions.-The provisions of
412 s. 768.79 apply to any civil action involving an insurance
413 contract.

414 Section 6. Section 768.0427, Florida Statutes, is created
415 to read:

416 768.0427 Admissibility of evidence to prove medical
417 expenses in personal injury or wrongful death actions;



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418 disclosure of letters of protection; recovery of past and future
419 medical expenses damages.—

420 (1) DEFINITIONS.—As used in this section, the term:

421 (a) "Factoring company" means a person who purchases a
422 health care provider's accounts receivable at a discount below
423 the invoice value of such accounts.

424 (b) "Health care coverage" means any third-party health
425 care or disability services financing arrangement, including,
426 but not limited to, arrangements with entities certified or
427 authorized under federal law or under the Florida Insurance
428 Code; state or federal health care benefit programs; workers'
429 compensation; and personal injury protection.

430 (c) "Health care provider" means any of the following
431 professionals and entities, and professionals and entities
432 similarly licensed in another jurisdiction:

433 1. A provider as defined in s. 408.803.

434 2. A clinical laboratory providing services in this state
435 or services to health care providers in this state, if the
436 clinical laboratory is certified by the Centers for Medicare and
437 Medicaid Services under the federal Clinical Laboratory
438 Improvement Amendments and the federal rules adopted thereunder.

439 3. A federally qualified health center as defined in 42
440 U.S.C. s. 1396d(1)(2)(B), as that definition existed on the
441 effective date of this act.

442 4. A health care practitioner as defined in s. 456.001.

443 5. A health care professional licensed under part IV of
444 chapter 468.

445 6. A home health aide as defined in s. 400.462.

446 7. A provider licensed under chapter 394 or chapter 397 and



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447 its clinical and nonclinical staff providing inpatient or
448 outpatient services.

449 8. A continuing care facility licensed under chapter 651.

450 9. A pharmacy permitted under chapter 465.

451 (d) "Letter of protection" means any arrangement by which a
452 health care provider renders treatment in exchange for a promise
453 of payment for the claimant's medical expenses from any judgment
454 or settlement of a personal injury or wrongful death action. The
455 term includes any such arrangement, regardless of whether
456 referred to as a letter of protection.

457 (2) ADMISSIBLE EVIDENCE OF MEDICAL TREATMENT OR SERVICE
458 EXPENSES.—Evidence offered to prove the amount of damages for
459 past or future medical treatment or services in a personal
460 injury or wrongful death action is admissible as provided in
461 this subsection.

462 (a) Evidence offered to prove the amount of damages for
463 past medical treatment or services that have been satisfied is
464 limited to evidence of the amount actually paid, regardless of
465 the source of payment.

466 (b) Evidence offered to prove the amount necessary to
467 satisfy unpaid charges for incurred medical treatment or
468 services shall include, but is not limited to, evidence as
469 provided in this paragraph.

470 1. If the claimant has health care coverage other than
471 Medicare or Medicaid, evidence of the amount which such health
472 care coverage is obligated to pay the health care provider to
473 satisfy the charges for the claimant's incurred medical
474 treatment or services, plus the claimant's share of medical
475 expenses under the insurance contract or regulation.



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476 2. If the claimant has health care coverage but obtains
477 treatment under a letter of protection or otherwise does not
478 submit charges for any health care provider's medical treatment
479 or services to health care coverage, evidence of the amount the
480 claimant's health care coverage would pay the health care
481 provider to satisfy the past unpaid medical charges under the
482 insurance contract or regulation, plus the claimant's share of
483 medical expenses under the insurance contract or regulation, had
484 the claimant obtained medical services or treatment pursuant to
485 the health care coverage.

486 3. If the claimant does not have health care coverage or
487 has health care coverage through Medicare or Medicaid, evidence
488 of 120 percent of the Medicare reimbursement rate in effect on
489 the date of the claimant's incurred medical treatment or
490 services, or, if there is no applicable Medicare rate for a
491 service, 170 percent of the applicable state Medicaid rate.

492 4. If the claimant obtains medical treatment or services
493 under a letter of protection and the health care provider
494 subsequently transfers the right to receive payment under the
495 letter of protection to a third party, evidence of the amount
496 the third party paid or agreed to pay the health care provider
497 in exchange for the right to receive payment pursuant to the
498 letter of protection.

499 5. Any evidence of reasonable amounts billed to the
500 claimant for medically necessary treatment or medically
501 necessary services provided to the claimant.

502 (c) Evidence offered to prove the amount of damages for any
503 future medical treatment or services the claimant will receive
504 shall include, but is not limited to, evidence as provided in



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505 this paragraph.

506 1. If the claimant has health care coverage other than
507 Medicare or Medicaid, or is eligible for any such health care
508 coverage, evidence of the amount for which the future charges of
509 health care providers could be satisfied if submitted to such
510 health care coverage, plus the claimant's share of medical
511 expenses under the insurance contract or regulation.

512 2. If the claimant does not have health care coverage or
513 has health care coverage through Medicare or Medicaid, or is
514 eligible for such health care coverage, evidence of 120 percent
515 of the Medicare reimbursement rate in effect at the time of
516 trial for the medical treatment or services the claimant will
517 receive, or, if there is no applicable Medicare rate for a
518 service, 170 percent of the applicable state Medicaid rate.

519 3. Any evidence of reasonable future amounts to be billed
520 to the claimant for medically necessary treatment or medically
521 necessary services.

522 (d) This subsection does not impose an affirmative duty
523 upon any party to seek a reduction in billed charges to which
524 the party is not contractually entitled.

525 (e) Individual contracts between providers and authorized
526 commercial insurers or authorized health maintenance
527 organizations are not subject to discovery or disclosure and are
528 not admissible into evidence.

529 (3) LETTERS OF PROTECTION; REQUIRED DISCLOSURES.—In a
530 personal injury or wrongful death action, as a condition
531 precedent to asserting any claim for medical expenses for
532 treatment rendered under a letter of protection, the claimant
533 must disclose:



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- 534 (a) A copy of the letter of protection.
- 535 (b) All billings for the claimant's medical expenses, which
536 must be itemized and, to the extent applicable, coded according
537 to:
- 538 1. For health care providers billing at the provider level,
539 the American Medical Association's Current Procedural
540 Terminology (CPT), or the Healthcare Common Procedure Coding
541 System (HCPCS), in effect on the date the services were
542 rendered.
- 543 2. For health care providers billing at the facility level
544 for expenses incurred in a clinical or outpatient setting,
545 including when billing through an Ambulatory Payment
546 Classification (APC) or Enhanced Ambulatory Patient Grouping
547 (EAPG), the International Classification of Diseases (ICD)
548 diagnosis code and, if applicable, the American Medical
549 Association's Current Procedural Terminology (CPT), in effect on
550 the date the services were rendered.
- 551 3. For health care providers billing at the facility level
552 for expenses incurred in an inpatient setting, including when
553 billing through a Diagnosis Related Group (DRG), the
554 International Classification of Diseases (ICD) diagnosis and
555 procedure codes in effect on the date in which the claimant is
556 discharged.
- 557 (c) If the health care provider sells the accounts
558 receivable for the claimant's medical expenses to a factoring
559 company or other third party:
- 560 1. The name of the factoring company or other third party
561 who purchased such accounts.
- 562 2. The dollar amount for which the factoring company or



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563 other third party purchased such accounts, including any
564 discount provided below the invoice amount.

565 (d) Whether the claimant, at the time medical treatment was
566 rendered, had health care coverage and, if so, the identity of
567 such coverage.

568 (e) Whether the claimant was referred for treatment under a
569 letter of protection and, if so, the identity of the person who
570 made the referral. If the referral is made by the claimant's
571 attorney, disclosure of the referral is permitted, and evidence
572 of such referral is admissible notwithstanding s. 90.502.

573 Moreover, in such situation, the financial relationship between
574 a law firm and a medical provider, including the number of
575 referrals, frequency, and financial benefit obtained, is
576 relevant to the issue of the bias of a testifying medical
577 provider.

578 (4) DAMAGES RECOVERABLE FOR MEDICAL TREATMENT OR SERVICE
579 EXPENSES.—The damages that may be recovered by a claimant in a
580 personal injury or wrongful death action for the reasonable and
581 necessary cost or value of medical care rendered may not include
582 any amount in excess of the evidence of medical treatment and
583 services expenses admitted pursuant to subsection (2), and also
584 may not exceed the sum of the following:

585 (a) Amounts actually paid by or on behalf of the claimant
586 to a health care provider who rendered medical treatment or
587 services;

588 (b) Amounts necessary to satisfy charges for medical
589 treatment or services that are due and owing but at the time of
590 trial are not yet satisfied; and

591 (c) Amounts necessary to provide for any reasonable and



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592 necessary medical treatment or services the claimant will
593 receive in the future.

594 Section 7. Section 768.0706, Florida Statutes, is created
595 to read:

596 768.0706 Multifamily residential property safety and
597 security; presumption against liability.—

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

599 (a) "Crime prevention through environmental design" has the
600 same meaning as in s. 163.503(6).

601 (b) "Multifamily residential property" means a residential
602 building, or group of residential buildings, such as apartments,
603 townhouses, or condominiums, consisting of at least five
604 dwelling units on a particular parcel.

605 (c) "Parcel" means real property for which a distinct
606 parcel identification number is assigned to the property by the
607 property appraiser for the county in which the property is
608 located.

609 (2) The owner or principal operator of a multifamily
610 residential property which substantially implements the
611 following security measures on that property has a presumption
612 against liability in connection with criminal acts that occur on
613 the premises which are committed by third parties who are not
614 employees or agents of the owner or operator:

615 (a)1. A security camera system at points of entry and exit
616 which records, and maintains as retrievable for at least 30
617 days, video footage to assist in offender identification and
618 apprehension.

619 2. A lighted parking lot illuminated at an intensity of at
620 least an average of 1.8 foot-candles per square foot at 18



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621 inches above the surface from dusk until dawn or controlled by
622 photocell or any similar electronic device that provides light
623 from dusk until dawn.

624 3. Lighting in walkways, laundry rooms, common areas, and
625 porches. Such lighting must be illuminated from dusk until dawn
626 or controlled by photocell or any similar electronic device that
627 provides light from dusk until dawn.

628 4. At least a 1-inch deadbolt in each dwelling unit door.

629 5. A locking device on each window, each exterior sliding
630 door, and any other doors not used for community purposes.

631 6. Locked gates with key or fob access along pool fence
632 areas.

633 7. A peephole or door viewer on each dwelling unit door
634 that does not include a window or that does not have a window
635 next to the door.

636 (b) By January 1, 2025, the owner or principal operator of
637 a multifamily residential property has a crime prevention
638 through environmental design assessment that is no more than 3
639 years old completed for the property. Such assessment must be
640 performed by a law enforcement agency or a Florida Crime
641 Prevention Through Environmental Design Practitioner designated
642 by the Florida Crime Prevention Training Institute of the
643 Department of Legal Affairs. The owner or principal operator
644 must remain in substantial compliance with the assessment for
645 purposes of this paragraph.

646 (c)1. By January 1, 2025, the owner or principal operator
647 of a multifamily residential property provides proper crime
648 deterrence and safety training to its current employees. After
649 January 1, 2025, the owner or principal operator must provide



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650 such training to an employee within 60 days after his or her
651 hire date for purposes of this paragraph.

652 2. For purposes of this paragraph, "proper crime deterrence
653 and safety training" means training which trains and
654 familiarizes employees with the security principles, devices,
655 measures, and standards set forth under paragraph (a), and which
656 is reviewed at least every 3 years and updated as necessary. The
657 owner or principal operator may request a law enforcement agency
658 or the Florida Crime Prevention Through Environmental Design
659 Practitioner performing the assessment under paragraph (b) to
660 review the training curriculum.

661 (3) For purposes of establishing the presumption against
662 liability under subsection (2), the burden of proof is on the
663 owner or principal operator to demonstrate that the owner or
664 principal operator has substantially implemented the security
665 measures specified in subsection (2).

666 (4) The Florida Crime Prevention Training Institute of the
667 Department of Legal Affairs shall develop a proposed curriculum
668 or best practices for owners or principal operators to implement
669 such training. The state has no liability in connection with
670 providing a proposed training curriculum under this subsection.

671 (5) This section does not establish a private cause of
672 action.

673 Section 8. Subsection (1) of section 768.18, Florida
674 Statutes, is amended to read:

675 768.18 Definitions.—As used in ss. 768.16–768.26:

676 (1) "Survivors" means the decedent's spouse, children,
677 parents, and, when partly or wholly dependent on the decedent
678 for support or services, any blood relatives and adoptive



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679 brothers and sisters. It includes the child born out of wedlock
680 of a mother, but not the child born out of wedlock of the father
681 unless the father has recognized a responsibility for the
682 child's support. It also includes the parents of an unborn
683 child.

684 Section 9. Present subsections (5) through (8) of section
685 768.21, Florida Statutes, are redesignated as subsections (6)
686 through (9), respectively, a new subsection (5) is added to that
687 section, and paragraph (b) of present subsection (6) of that
688 section is amended, to read:

689 768.21 Damages.—All potential beneficiaries of a recovery
690 for wrongful death, including the decedent's estate, shall be
691 identified in the complaint, and their relationships to the
692 decedent shall be alleged. Damages may be awarded as follows:

693 (5) Except for claims brought under chapter 766, each
694 parent of an unborn child may recover for medical and funeral
695 expenses and mental pain and suffering caused by the wrongful
696 death of the unborn child if such death was caused by the
697 negligence of a third party.

698 (7)~~(6)~~ The decedent's personal representative may recover
699 for the decedent's estate the following:

700 (b) Medical or funeral expenses due to the decedent's
701 injury or death that have become a charge against her or his
702 estate or that were paid by or on behalf of decedent, excluding
703 amounts recoverable under subsection (6) ~~(5)~~.

704
705 Evidence of remarriage of the decedent's spouse is admissible.

706 Section 10. Subsection (2) of section 768.81, Florida
707 Statutes, is amended, and subsection (6) is added to that



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708 section, to read:

709 768.81 Comparative fault.—

710 (2) EFFECT OF CONTRIBUTORY FAULT.—In a negligence action,
711 contributory fault chargeable to the claimant diminishes
712 proportionately the amount awarded as economic and noneconomic
713 damages for an injury attributable to the claimant's
714 contributory fault, but does not bar recovery, subject to
715 subsection (6).

716 (6) GREATER PERCENTAGE OF FAULT.—In a negligence action to
717 which this section applies, any party found to be greater than
718 50 percent at fault for his or her own harm may not recover any
719 damages. This subsection does not apply to an action for damages
720 for personal injury or wrongful death arising out of medical
721 negligence pursuant to chapter 766.

722 Section 11. Section 626.9373, Florida Statutes, is
723 repealed.

724 Section 12. Section 627.428, Florida Statutes, is repealed.

725 Section 13. Subsection (1) of section 627.756, Florida
726 Statutes, is amended to read:

727 627.756 Bonds for construction contracts; attorney fees in
728 case of suit.—

729 (1) In a suit ~~Section 627.428 applies to suits~~ brought by
730 an owner, a contractor, a subcontractor, a laborer, or a
731 materialman ~~owners, contractors, subcontractors, laborers, and~~
732 ~~materialmen~~ against a surety insurer under payment or
733 performance bonds written by the insurer under the laws of this
734 state to indemnify against pecuniary loss by breach of a
735 building or construction contract, upon the rendition of a
736 judgment or decree by any of the courts of this state against



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737 the surety insurer and in favor of the owner, contractor,
738 subcontractor, laborer, or materialman, the trial court or, in
739 the event of an appeal in which the owner, contractor,
740 subcontractor, laborer, or materialman prevails, the appellate
741 court, shall adjudge or decree against the surety insurer and in
742 favor of the owner, contractor, subcontractor, laborer, or
743 materialman a reasonable sum as fees or compensation for the
744 attorney prosecuting the suit in which the recovery is had.
745 ~~Owners, contractors, subcontractors, laborers, and materialmen~~
746 ~~shall be deemed to be insureds or beneficiaries for the purposes~~
747 ~~of this section.~~

748 Section 14. Subsection (9) of section 400.023, Florida
749 Statutes, is amended to read:

750 400.023 Civil enforcement.—

751 (9) An action under this part for a violation of rights or
752 negligence recognized herein is not a claim for medical
753 malpractice, and s. 768.21(9) ~~s. 768.21(8)~~ does not apply to a
754 claim alleging death of the resident.

755 Section 15. Section 400.0235, Florida Statutes, is amended
756 to read:

757 400.0235 Certain provisions not applicable to actions under
758 this part.—An action under this part for a violation of rights
759 or negligence recognized under this part is not a claim for
760 medical malpractice, and the provisions of s. 768.21(9) ~~s.~~
761 ~~768.21(8)~~ do not apply to a claim alleging death of the
762 resident.

763 Section 16. Section 429.295, Florida Statutes, is amended
764 to read:

765 429.295 Certain provisions not applicable to actions under



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766 this part.—An action under this part for a violation of rights
767 or negligence recognized herein is not a claim for medical
768 malpractice, and the provisions of s. 768.21(9) ~~s. 768.21(8)~~ do
769 not apply to a claim alleging death of the resident.

770 Section 17. Paragraphs (a) and (j) of subsection (1) of
771 section 475.01, Florida Statutes, are amended to read:

772 475.01 Definitions.—

773 (1) As used in this part:

774 (a) "Broker" means a person who, for another, and for a
775 compensation or valuable consideration directly or indirectly
776 paid or promised, expressly or impliedly, or with an intent to
777 collect or receive a compensation or valuable consideration
778 therefor, appraises, auctions, sells, exchanges, buys, rents, or
779 offers, attempts or agrees to appraise, auction, or negotiate
780 the sale, exchange, purchase, or rental of business enterprises
781 or business opportunities or any real property or any interest
782 in or concerning the same, including mineral rights or leases,
783 or who advertises or holds out to the public by any oral or
784 printed solicitation or representation that she or he is engaged
785 in the business of appraising, auctioning, buying, selling,
786 exchanging, leasing, or renting business enterprises or business
787 opportunities or real property of others or interests therein,
788 including mineral rights, or who takes any part in the procuring
789 of sellers, purchasers, lessors, or lessees of business
790 enterprises or business opportunities or the real property of
791 another, or leases, or interest therein, including mineral
792 rights, or who directs or assists in the procuring of prospects
793 or in the negotiation or closing of any transaction which does,
794 or is calculated to, result in a sale, exchange, or leasing



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795 thereof, and who receives, expects, or is promised any
796 compensation or valuable consideration, directly or indirectly
797 therefor; and all persons who advertise rental property
798 information or lists. A broker renders a professional service
799 and is a professional within the meaning of s. 95.11(4)(b) ~~s.~~
800 ~~95.11(4)(a)~~. Where the term "appraise" or "appraising" appears
801 in the definition of the term "broker," it specifically excludes
802 those appraisal services which must be performed only by a
803 state-licensed or state-certified appraiser, and those appraisal
804 services which may be performed by a registered trainee
805 appraiser as defined in part II. The term "broker" also includes
806 any person who is a general partner, officer, or director of a
807 partnership or corporation which acts as a broker. The term
808 "broker" also includes any person or entity who undertakes to
809 list or sell one or more timeshare periods per year in one or
810 more timeshare plans on behalf of any number of persons, except
811 as provided in ss. 475.011 and 721.20.

812 (j) "Sales associate" means a person who performs any act
813 specified in the definition of "broker," but who performs such
814 act under the direction, control, or management of another
815 person. A sales associate renders a professional service and is
816 a professional within the meaning of s. 95.11(4)(b) ~~s.~~
817 ~~95.11(4)(a)~~.

818 Section 18. Paragraph (h) of subsection (1) of section
819 475.611, Florida Statutes, is amended to read:

820 475.611 Definitions.—

821 (1) As used in this part, the term:

822 (h) "Appraiser" means any person who is a registered
823 trainee real estate appraiser, a licensed real estate appraiser,



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824 or a certified real estate appraiser. An appraiser renders a
825 professional service and is a professional within the meaning of
826 s. 95.11(4)(b) ~~s. 95.11(4)(a)~~.

827 Section 19. Subsection (7) of section 517.191, Florida
828 Statutes, is amended to read:

829 517.191 Injunction to restrain violations; civil penalties;
830 enforcement by Attorney General.—

831 (7) Notwithstanding s. 95.11(4)(f) ~~s. 95.11(4)(e)~~, an
832 enforcement action brought under this section based on a
833 violation of any provision of this chapter or any rule or order
834 issued under this chapter shall be brought within 6 years after
835 the facts giving rise to the cause of action were discovered or
836 should have been discovered with the exercise of due diligence,
837 but not more than 8 years after the date such violation
838 occurred.

839 Section 20. Subsection (4) of section 624.123, Florida
840 Statutes, is amended to read:

841 624.123 Certain international health insurance policies;
842 exemption from code.—

843 (4) Any international health insurance policy or
844 application solicited, provided, entered into, issued, or
845 delivered pursuant to this subsection is exempt from all
846 provisions of the insurance code, except that such policy,
847 contract, or agreement is subject to the provisions of ss.
848 624.155, 624.316, 624.3161, 626.951, 626.9511, 626.9521,
849 626.9541, 626.9551, 626.9561, 626.9571, 626.9581, 626.9591,
850 626.9601, 627.413, 627.4145, ~~627.428~~, and 627.6043.

851 Section 21. Subsection (4) of section 624.488, Florida
852 Statutes, is amended to read:



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853 624.488 Applicability of related laws.—In addition to other
854 provisions of the code cited in ss. 624.460-624.488:

855 (4) Sections 627.291, 627.413, 627.4132, 627.416, 627.418,
856 627.420, 627.421, 627.425, 627.426, 627.4265, 627.427, ~~627.428,~~
857 627.702, and 627.706; part XI of chapter 627; ss. 627.912,
858 627.913, and 627.918;

859
860 apply to self-insurance funds. Only those sections of the code
861 that are expressly and specifically cited in ss. 624.460-624.489
862 apply to self-insurance funds.

863 Section 22. Paragraph (b) of subsection (3) of section
864 627.062, Florida Statutes, is amended to read:

865 627.062 Rate standards.—

866 (3)

867 (b) Individual risk rates and modifications to existing
868 approved forms are not subject to this part or part II, except
869 for paragraph (a) and ss. 627.402, 627.403, 627.4035, 627.404,
870 627.405, 627.406, 627.407, 627.4085, 627.409, 627.4132,
871 627.4133, 627.415, 627.416, 627.417, 627.419, 627.425, 627.426,
872 627.4265, and 627.427, ~~and 627.428,~~ but are subject to all other
873 applicable provisions of this code and rules adopted thereunder.

874 Section 23. Subsections (3), (4), and (5) of section
875 627.401, Florida Statutes, are amended to read:

876 627.401 Scope of this part.—No provision of this part of
877 this chapter applies to:

878 (3) Wet marine and transportation insurance, except ss.
879 627.409 and, ~~627.420,~~ ~~and 627.428.~~

880 (4) Title insurance, except ss. 627.406, 627.415, 627.416,
881 627.419, and 627.427, ~~and 627.428.~~



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882 (5) Credit life or credit disability insurance, except s.
883 627.419(5) ~~ss. 627.419(5) and 627.428.~~

884 Section 24. Subsection (2) of section 627.441, Florida
885 Statutes, is amended to read:

886 627.441 Commercial general liability policies; coverage to
887 contractors for completed operations.—

888 (2) A liability insurer must offer coverage at an
889 appropriate additional premium for liability arising out of
890 current or completed operations under an owner-controlled
891 insurance program for any period beyond the period for which the
892 program provides liability coverage, as specified in s.
893 255.0517(2)(b). The period of such coverage must be sufficient
894 to protect against liability arising out of an action brought
895 within the time limits provided in s. 95.11(3)(b) ~~s.~~
896 95.11(3)(c).

897 Section 25. Subsection (8) of section 627.727, Florida
898 Statutes, is amended to read:

899 627.727 Motor vehicle insurance; uninsured and underinsured
900 vehicle coverage; insolvent insurer protection.—

901 ~~(8) The provisions of s. 627.428 do not apply to any action~~
902 ~~brought pursuant to this section against the uninsured motorist~~
903 ~~insurer unless there is a dispute over whether the policy~~
904 ~~provides coverage for an uninsured motorist proven to be liable~~
905 ~~for the accident.~~

906 Section 26. Subsection (8) of section 627.736, Florida
907 Statutes, is amended to read:

908 627.736 Required personal injury protection benefits;
909 exclusions; priority; claims.—

910 (8) APPLICABILITY OF PROVISION REGULATING ATTORNEY FEES.—



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911 With respect to any dispute under the provisions of ss. 627.730-
912 627.7405 between the insured and the insurer, or between an
913 assignee of an insured's rights and the insurer, the provisions
914 of s. 768.79 ~~ss. 627.428 and 768.79~~ apply, except as provided in
915 subsections (10) and (15), and except that any attorney fees
916 recovered must:

- 917 (a) Comply with prevailing professional standards;
918 (b) Not overstate or inflate the number of hours reasonably
919 necessary for a case of comparable skill or complexity; and
920 (c) Represent legal services that are reasonable and
921 necessary to achieve the result obtained.

922
923 Upon request by either party, a judge must make written
924 findings, substantiated by evidence presented at trial or any
925 hearings associated therewith, that any award of attorney fees
926 complies with this subsection. ~~Notwithstanding s. 627.428,~~
927 Attorney fees recovered under ss. 627.730-627.7405 must be
928 calculated without regard to a contingency risk multiplier.

929 Section 27. Subsection (4) of section 628.6016, Florida
930 Statutes, is amended to read:

931 628.6016 Applicability of related laws.—In addition to
932 other provisions of the code cited in ss. 628.6011-628.6018:

933 (4) Sections 627.291, 627.413, 627.4132, 627.416, 627.418,
934 627.420, 627.421, 627.425, 627.426, 627.4265, 627.427, ~~627.428,~~
935 627.702, and 627.706; part XI of chapter 627; ss. 627.912,
936 627.913, and 627.918; and

937
938 apply to assessable mutual insurers; however, ss. 628.255,
939 628.411, and 628.421 do not apply. No section of the code not



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940 expressly and specifically cited in ss. 628.6011-628.6018
941 applies to assessable mutual insurers. The term "assessable
942 mutual insurer" shall be substituted for the term "commercial
943 self-insurer" as appropriate.

944 Section 28. Section 631.70, Florida Statutes, is repealed.

945 Section 29. Section 631.926, Florida Statutes, is repealed.

946 Section 30. Subsection (11) of section 632.638, Florida
947 Statutes, is amended to read:

948 632.638 Applicability of other code provisions.—In addition
949 to other provisions contained or referred to in this chapter,
950 the following chapters and provisions of this code apply to
951 fraternal benefit societies, to the extent applicable and not in
952 conflict with the express provisions of this chapter and the
953 reasonable implications thereof:

954 ~~(11) Section 627.428;~~

955 Section 31. The Division of Law Revision is directed to
956 replace the phrase "the effective date of this act" wherever it
957 occurs in this act with the date this act becomes a law.

958 Section 32. The amendments made by this act to s. 95.11,
959 Florida Statutes, apply to causes of action accruing after the
960 effective date of this act.

961 Section 33. The amendments made by this act to s. 624.155,
962 Florida Statutes, do not apply to causes of action arising out
963 of insurance policies issued or renewed before the effective
964 date of this act.

965 Section 34. This act shall not be construed to impair any
966 right under an insurance contract in effect on or before the
967 effective date of this act. To the extent that this act affects
968 a right under an insurance contract, this act applies to an



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969 insurance contract issued or renewed after the effective date of
970 this act.

971 Section 35. Except as otherwise expressly provided in this
972 act, this act shall apply to causes of action which accrue after
973 the effective date of this act.

974 Section 36. This act shall take effect upon becoming a law.

975

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

977 And the title is amended as follows:

978 Delete lines 980 - 1043

979 and insert:

980 An act relating to civil remedies; amending s. 57.104,
981 F.S.; creating a rebuttable presumption that a
982 lodestar fee is a sufficient and reasonable attorney
983 fee in most civil actions; providing an exception;
984 creating s. 86.121, F.S.; authorizing a court to award
985 attorney fees in certain declaratory actions;
986 prohibiting the transfer, assignment, or acquisition
987 of the right to such attorney fees except by specified
988 persons; amending s. 95.11, F.S.; reducing the statute
989 of limitations for negligence actions; providing
990 applicability of certain provisions to actions
991 involving servicemembers; amending s. 624.155, F.S.;
992 providing standards for bad faith actions; providing
993 for the distribution of proceeds when two or more
994 third-party claims arising out of a single occurrence
995 exceed policy limits; revising applicability and
996 conditions for the award of damages, court costs, and
997 attorney fees in certain civil actions; creating s.



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998 624.1552, F.S.; providing for applicability of
999 specified offer of judgment provisions to civil
1000 actions involving insurance contracts; creating s.
1001 768.0427, F.S.; providing definitions; providing
1002 standards for the admissibility of evidence to prove
1003 the cost of damages for medical expenses in certain
1004 civil actions; requiring certain disclosures with
1005 respect to claims for medical expenses for treatment
1006 rendered under letters of protection; specifying the
1007 damages that may be recovered by a claimant for the
1008 reasonable and necessary cost of medical care;
1009 creating s. 768.0706, F.S.; providing definitions;
1010 providing that the owner or principal operator of a
1011 multifamily residential property which substantially
1012 implements specified security measures on that
1013 property has a presumption against liability for
1014 negligence in connection with certain criminal acts
1015 that occur on the premises; requiring the Florida
1016 Crime Prevention Training Institute of the Department
1017 of Legal Affairs to develop a proposed curriculum or
1018 best practices for owners or principal operators;
1019 providing construction; amending s. 768.18, F.S.;
1020 revising the definition of the term "survivors" for
1021 purposes of the Florida Wrongful Death Act; amending
1022 s. 768.21, F.S.; authorizing parents of an unborn
1023 child to recover, except under certain claims, certain
1024 damages caused by the wrongful death of the unborn
1025 child if such death was caused by a third party's
1026 negligence; amending s. 768.81, F.S.; providing that a



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1027 party in a negligence action who is at fault by a
1028 specified amount may not recover damages under a
1029 comparative negligence action; providing
1030 applicability; repealing ss. 626.9373 and 627.428,
1031 F.S., relating to attorney fees awarded against
1032 surplus lines insurers and insurers, respectively;
1033 amending s. 627.756, F.S.; providing for the award of
1034 costs and attorney fees in certain actions; amending
1035 ss. 400.023, 400.0235, 429.295, 475.01, 475.611,
1036 517.191, 624.123, 624.488, 627.062, 627.401, 627.441,
1037 627.727, 627.736, and 628.6016, F.S.; conforming
1038 cross-references and provisions to changes made by the
1039 act; repealing ss. 631.70 and 631.926, F.S., relating
1040 to attorney fees; amending s. 632.638, F.S.;
1041 conforming a cross-reference; providing a directive to
1042 the Division of Law Revision; providing applicability
1043 and construction; providing an effective date.