



579502

LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
01/18/2024	.	
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	.	
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The Committee on Banking and Insurance (Burton) recommended the following:

Senate Amendment (with title amendment)

Delete lines 57 - 566

and insert:

Section 2. Section 212.134, Florida Statutes, is amended to read:

212.134 Information returns relating to payment-card and third-party network transactions.—

(1) For purposes of this section, the term:

(a) "Participating payee" has the same meaning as in s.



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11 6050W of the Internal Revenue Code.

12 (b) "Return" or "information return" means IRS Form 1099-K
13 required under s. 6050W of the Internal Revenue Code.

14 (c) "Third party network transaction" has the same meaning
15 as in s. 6050W of the Internal Revenue Code.

16 (d) "Third party settlement organization" has the same
17 meaning as in s. 6050W of the Internal Revenue Code.

18 (2) For each year in which a payment settlement entity, an
19 electronic payment facilitator, or other third party contracted
20 with the payment settlement entity to make payments to settle
21 reportable payment transactions on behalf of the payment
22 settlement entity must file a return pursuant to s. 6050W of the
23 Internal Revenue Code, for participating payees with an address
24 in this state, the entity, the facilitator, or the third party
25 must submit the information in the return to the department by
26 the 30th day after filing the federal return. The format of the
27 information returns required must be either a copy of such
28 information returns or a copy of such information returns
29 related to participating payees with an address in the state.
30 For purposes of this subsection, the term "payment settlement
31 entity" has the same meaning as provided in s. 6050W of the
32 Internal Revenue Code.

33 (3)~~(2)~~ All reports of returns submitted to the department
34 under this section must be in an electronic format.

35 (4)~~(3)~~ Any payment settlement entity, facilitator, or third
36 party failing to file the information return required, filing an
37 incomplete information return, or not filing an information
38 return within the time prescribed is subject to a penalty of
39 \$1,000 for each failure, if the failure is for not more than 30



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40 days, with an additional \$1,000 for each month or fraction of a
41 month during which each failure continues. The total amount of
42 penalty imposed on a reporting entity may not exceed \$10,000
43 annually.

44 (5)(4) The executive director or his or her designee may
45 waive the penalty if he or she determines that the failure to
46 timely file an information return was due to reasonable cause
47 and not due to willful negligence, willful neglect, or fraud.

48 (6) All third party settlement organizations that conduct
49 transactions involving a participating payee with an address in
50 this state shall create a mechanism for participating payees to
51 identify whether a participating payee's transaction is for
52 goods and services or is personal. The mechanism must clearly
53 indicate the participating payee's requirement to indicate the
54 appropriate transaction type. The participating payee is
55 responsible for indicating the appropriate transaction type. All
56 third party settlement organizations shall maintain records that
57 clearly identify whether a transaction, as designated by the
58 participating payee, is a transaction for goods and services or
59 is personal. The information in the return submitted to the
60 department under subsection (2) for such entities must be
61 limited to transactions for goods and services.

62 Section 3. Section 286.312, Florida Statutes, is created
63 to read:

64 286.312 Prohibited use of state funds; censorship or
65 blacklisting of news sources.—An agency may not enter into a
66 contract or other agreement with an entity whose function is to
67 advise the censorship or blacklisting of news sources based on
68 subjective criteria or political biases under the stated goal of



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69 fact-checking or removing misinformation.

70 Section 4. Subsection (2) of section 319.261, Florida
71 Statutes, is amended to read:

72 319.261 Real property transactions; retiring title to
73 mobile home.—

74 (2) The title to the mobile home must ~~may~~ be retired by the
75 department if the owner of the real property records the
76 following documents in the official records of the clerk of
77 court in the county in which the real property is located:

78 (a) 1. The original title to the mobile home which includes
79 ~~shall include~~ a description of the mobile home, including model
80 year, make, width, length, and vehicle identification number,
81 and a statement by any recorded lienholder on the title that the
82 security interest in the home has been released, ~~or~~ that such
83 security interest will be released upon retirement of the title
84 as set forth in this section; ~~—~~

85 2. ~~(b)~~ The legal description of the real property, and in
86 the case of a leasehold interest, a copy of the lease agreement;
87 and—

88 3. ~~(e)~~ A sworn statement by the owner of the real property,
89 as shown on the real property deed or lease, that he or she is
90 the owner of the mobile home and that the home is permanently
91 affixed to the real property in accordance with state law; or

92 (b) A mortgage against the owner's mobile home and real
93 property.

94 Section 5. Subsection (6) is added to section 489.147,
95 Florida Statutes, to read:

96 489.147 Prohibited property insurance practices.—

97 (6) (a) During a declared state of emergency, a contractor



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98 executing a contract to replace or repair a roof of a
99 residential property must include in the contract the following
100 language in bold type of not less than 18 points immediately
101 before the space reserved for the signature of the residential
102 property owner:

103
104 “You, the residential property owner, may cancel this
105 contract without penalty or obligation up until the 10
106 day after the execution of the contract or until the
107 official start date, whichever comes first, because
108 this contract was entered into during a declaration of
109 a state of emergency by the Governor. It is the
110 responsibility of your contractor to include an
111 official start date clause in your contract. This
112 clause must state the official start date and the work
113 that will be commenced on that date. If there is no
114 official start date clause in the contract, the
115 contract may be voided within 10 days after the
116 execution of the contract.”

117
118 (b) The residential property owner must send the notice of
119 cancellation by certified mail, return receipt requested, or by
120 another form of mailing that provides proof thereof, to the
121 address specified in the contract.

122 Section 6. Subsection (9) of section 559.9611, Florida
123 Statutes, is amended to read:

124 559.9611 Definitions.—As used in this part, the term:

125 (9) “Depository institution” means a bank, a credit union,
126 a savings bank, a savings and loan association, a savings or



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127 thrift association, or an industrial loan company doing business
128 under the authority of a charter issued by the United States,
129 this state, or any other state, district, territory, or
130 commonwealth of the United States which is authorized to
131 transact business in this state and whose deposits or share
132 accounts are insured by the Federal Deposit Insurance
133 Corporation or the National Credit Union Share Insurance Fund
134 ~~Florida state-chartered bank, savings bank, credit union, or~~
135 ~~trust company, or a federal savings or thrift association, bank,~~
136 ~~credit union, savings bank, or thrift.~~

137 Section 7. Paragraph (d) of subsection (8) of section
138 624.424, Florida Statutes, is amended to read:

139 624.424 Annual statement and other information.-

140 (8)

141 (d) Upon creation of the continuing education required
142 under this paragraph, the certified public accountant who
143 prepares the audit must be licensed to practice pursuant to
144 chapter 473 and must have completed at least 4 hours of
145 continuing education that is insurance related as a condition of
146 license renewal. The continuing education must be approved by
147 the Department of Business and Professional Regulation, based on
148 the recommendations of the Department of Financial Services. An
149 insurer may not use the same accountant or partner of an
150 accounting firm responsible for preparing the report required by
151 this subsection for more than 5 consecutive years. Following
152 this period, the insurer may not use such accountant or partner
153 for a period of 5 years, but may use another accountant or
154 partner of the same firm. An insurer may request the office to
155 waive this prohibition based upon an unusual hardship to the



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156 insurer and a determination that the accountant is exercising
157 independent judgment that is not unduly influenced by the
158 insurer considering such factors as the number of partners,
159 expertise of the partners or the number of insurance clients of
160 the accounting firm; the premium volume of the insurer; and the
161 number of jurisdictions in which the insurer transacts business.

162 Section 8. Subsection (19) of section 626.854, Florida
163 Statutes, is amended, and subsections (5) through (18) of that
164 section are republished, to read:

165 626.854 "Public adjuster" defined; prohibitions.—The
166 Legislature finds that it is necessary for the protection of the
167 public to regulate public insurance adjusters and to prevent the
168 unauthorized practice of law.

169 (5) A public adjuster may not directly or indirectly
170 through any other person or entity solicit an insured or
171 claimant by any means except on Monday through Saturday of each
172 week and only between the hours of 8 a.m. and 8 p.m. on those
173 days.

174 (6) When entering a contract for adjuster services after
175 July 1, 2023, a public adjuster:

176 (a) May not collect a fee for services on payments made to
177 a named insured unless they have a written contract with the
178 named insured, or the named insured's legal representative.

179 (b) May not contract for services to be provided by a third
180 party on behalf of the named insured or in pursuit of settlement
181 of the named insured's claim, if the cost of those services is
182 to be borne by the named insured, unless the named insured
183 agrees in writing to procure these services and such agreement
184 is entered into subsequent to the date of the contract for



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185 public adjusting services.

186 (c) If a public adjuster contracts with a third-party
187 service provider to assist with the settlement of the named
188 insured's claim, without first obtaining the insured's written
189 consent, payment of the third party's fees must be made by the
190 public adjuster and may not be charged back to the named
191 insured.

192 (d) If a public adjuster represents anyone other than the
193 named insured in a claim, the public adjuster fees shall be paid
194 by the third party and may not be charged back to the named
195 insured.

196 (7) An insured or claimant may cancel a public adjuster's
197 contract to adjust a claim without penalty or obligation within
198 10 days after the date on which the contract is executed. If the
199 contract was entered into based on events that are the subject
200 of a declaration of a state of emergency by the Governor, an
201 insured or claimant may cancel the public adjuster's contract to
202 adjust a claim without penalty or obligation within 30 days
203 after the date of loss or 10 days after the date on which the
204 contract is executed, whichever is longer. The public adjuster's
205 contract must contain the following language in minimum 18-point
206 bold type immediately before the space reserved in the contract
207 for the signature of the insured or claimant:

208
209 "You, the insured, may cancel this contract for any
210 reason without penalty or obligation to you within 10
211 days after the date of this contract. If this contract
212 was entered into based on events that are the subject
213 of a declaration of a state of emergency by the



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214 Governor, you may cancel this contract for any reason
215 without penalty or obligation to you within 30 days
216 after the date of loss or 10 days after the date on
217 which the contract is executed, whichever is longer.
218 You may also cancel the contract without penalty or
219 obligation to you if I, as your public adjuster, fail
220 to provide you and your insurer a copy of a written
221 estimate within 60 days of the execution of the
222 contract, unless the failure to provide the estimate
223 within 60 days is caused by factors beyond my control,
224 in accordance with s. 627.70131(5)(a)2., Florida
225 Statutes. The 60-day cancellation period for failure
226 to provide a written estimate shall cease on the date
227 I have provided you with the written estimate.”

228
229 The notice of cancellation shall be provided to ...(name of
230 public adjuster)..., submitted in writing and sent by certified
231 mail, return receipt requested, or other form of mailing that
232 provides proof thereof, at the address specified in the
233 contract.

234 (8) It is an unfair and deceptive insurance trade practice
235 pursuant to s. 626.9541 for a public adjuster or any other
236 person to circulate or disseminate any advertisement,
237 announcement, or statement containing any assertion,
238 representation, or statement with respect to the business of
239 insurance which is untrue, deceptive, or misleading.

240 (a) The following statements, made in any public adjuster's
241 advertisement or solicitation, are considered deceptive or
242 misleading:



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243 1. A statement or representation that invites an insured
244 policyholder to submit a claim when the policyholder does not
245 have covered damage to insured property.

246 2. A statement or representation that invites an insured
247 policyholder to submit a claim by offering monetary or other
248 valuable inducement.

249 3. A statement or representation that invites an insured
250 policyholder to submit a claim by stating that there is "no
251 risk" to the policyholder by submitting such claim.

252 4. A statement or representation, or use of a logo or
253 shield, that implies or could mistakenly be construed to imply
254 that the solicitation was issued or distributed by a
255 governmental agency or is sanctioned or endorsed by a
256 governmental agency.

257 (b) For purposes of this paragraph, the term "written
258 advertisement" includes only newspapers, magazines, flyers, and
259 bulk mailers. The following disclaimer, which is not required to
260 be printed on standard size business cards, must be added in
261 bold print and capital letters in typeface no smaller than the
262 typeface of the body of the text to all written advertisements
263 by a public adjuster:

264
265 "THIS IS A SOLICITATION FOR BUSINESS. IF YOU HAVE HAD
266 A CLAIM FOR AN INSURED PROPERTY LOSS OR DAMAGE AND YOU
267 ARE SATISFIED WITH THE PAYMENT BY YOUR INSURER, YOU
268 MAY DISREGARD THIS ADVERTISEMENT."

269
270 (9) A public adjuster, a public adjuster apprentice, or any
271 person or entity acting on behalf of a public adjuster or public



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272 adjuster apprentice may not give or offer to give a monetary
273 loan or advance to a client or prospective client.

274 (10) A public adjuster, public adjuster apprentice, or any
275 individual or entity acting on behalf of a public adjuster or
276 public adjuster apprentice may not give or offer to give,
277 directly or indirectly, any article of merchandise having a
278 value in excess of \$25 to any individual for the purpose of
279 advertising or as an inducement to entering into a contract with
280 a public adjuster.

281 (11) (a) If a public adjuster enters into a contract with an
282 insured or claimant to reopen a claim or file a supplemental
283 claim that seeks additional payments for a claim that has been
284 previously paid in part or in full or settled by the insurer,
285 the public adjuster may not charge, agree to, or accept from any
286 source compensation, payment, commission, fee, or any other
287 thing of value based on a previous settlement or previous claim
288 payments by the insurer for the same cause of loss. The charge,
289 compensation, payment, commission, fee, or any other thing of
290 value must be based only on the claim payments or settlements
291 paid to the insured, exclusive of attorney fees and costs,
292 obtained through the work of the public adjuster after entering
293 into the contract with the insured or claimant. Compensation for
294 the reopened or supplemental claim may not exceed 20 percent of
295 the reopened or supplemental claim payment. In no event shall
296 the contracts described in this paragraph exceed the limitations
297 in paragraph (b).

298 (b) A public adjuster may not charge, agree to, or accept
299 from any source compensation, payment, commission, fee, or any
300 other thing of value in excess of:



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301 1. Ten percent of the amount of insurance claim payments or
302 settlements, exclusive of attorney fees and costs, paid to the
303 insured by the insurer for claims based on events that are the
304 subject of a declaration of a state of emergency by the
305 Governor. This provision applies to claims made during the year
306 after the declaration of emergency. After that year, the
307 limitations in subparagraph 2. apply.

308 2. Twenty percent of the amount of insurance claim payments
309 or settlements, exclusive of attorney fees and costs, paid to
310 the insured by the insurer for claims that are not based on
311 events that are the subject of a declaration of a state of
312 emergency by the Governor.

313 3. One percent of the amount of insurance claim payments or
314 settlements, paid to the insured by the insurer for any coverage
315 part of the policy where the claim payment or written agreement
316 by the insurer to pay is equal to or greater than the policy
317 limit for that part of the policy, if the payment or written
318 commitment to pay is provided within 14 days after the date of
319 loss or within 10 days after the date on which the public
320 adjusting contract is executed, whichever is later.

321 4. Zero percent of the amount of insurance claim payments
322 or settlements, paid to the insured by the insurer for any
323 coverage part of the policy where the claim payment or written
324 agreement by the insurer to pay occurs before the date on which
325 the public adjusting contract is executed.

326 (c) Insurance claim payments made by the insurer do not
327 include policy deductibles, and public adjuster compensation may
328 not be based on the deductible portion of a claim.

329 (d) Public adjuster compensation may not be based on



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330 amounts attributable to additional living expenses, unless such
331 compensation is affirmatively agreed to in a separate agreement
332 that includes a disclosure in substantially the following form:
333

334 "I agree to retain and compensate the public adjuster
335 for adjusting my additional living expenses and
336 securing payment from my insurer for amounts
337 attributable to additional living expenses payable
338 under the policy issued on my (home/mobile
339 home/condominium unit)."

340
341 (e) Public adjuster rate of compensation may not be
342 increased based solely on the fact that the claim is litigated.

343 (f) Any maneuver, shift, or device through which the limits
344 on compensation set forth in this subsection are exceeded is a
345 violation of this chapter punishable as provided under s.
346 626.8698.

347 (12) (a) Each public adjuster must provide to the claimant
348 or insured a written estimate of the loss to assist in the
349 submission of a proof of loss or any other claim for payment of
350 insurance proceeds within 60 days after the date of the
351 contract. The written estimate must include an itemized, per-
352 unit estimate of the repairs, including itemized information on
353 equipment, materials, labor, and supplies, in accordance with
354 accepted industry standards. The public adjuster shall retain
355 such written estimate for at least 5 years and shall make the
356 estimate available to the claimant or insured, the insurer, and
357 the department upon request.

358 (b) An insured may cancel the contract with no additional



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359 penalties or fees charged by the public adjuster if such an
360 estimate is not provided within 60 days after executing the
361 contract, subject to the cancellation notice requirement in this
362 section, unless the failure to provide the estimate within 60
363 days is caused by factors beyond the control of the public
364 adjuster. The cancellation period shall cease on the date the
365 public adjuster provides the written estimate to the insured.

366 (13) A public adjuster, public adjuster apprentice, or any
367 person acting on behalf of a public adjuster or apprentice may
368 not accept referrals of business from any person with whom the
369 public adjuster conducts business if there is any form or manner
370 of agreement to compensate the person, directly or indirectly,
371 for referring business to the public adjuster. A public adjuster
372 may not compensate any person, except for another public
373 adjuster, directly or indirectly, for the principal purpose of
374 referring business to the public adjuster.

375 (14) A company employee adjuster, independent adjuster,
376 attorney, investigator, or other persons acting on behalf of an
377 insurer that needs access to an insured or claimant or to the
378 insured property that is the subject of a claim must provide at
379 least 48 hours' notice to the insured or claimant, public
380 adjuster, or legal representative before scheduling a meeting
381 with the claimant or an onsite inspection of the insured
382 property. The insured or claimant may deny access to the
383 property if the notice has not been provided. The insured or
384 claimant may waive the 48-hour notice.

385 (15) The public adjuster must ensure that prompt notice is
386 given of the claim to the insurer, the public adjuster's
387 contract is provided to the insurer, the property is available



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388 for inspection of the loss or damage by the insurer, and the
389 insurer is given an opportunity to interview the insured
390 directly about the loss and claim. The insurer must be allowed
391 to obtain necessary information to investigate and respond to
392 the claim.

393 (a) The insurer may not exclude the public adjuster from
394 its in-person meetings with the insured. The insurer shall meet
395 or communicate with the public adjuster in an effort to reach
396 agreement as to the scope of the covered loss under the
397 insurance policy. The public adjuster shall meet or communicate
398 with the insurer in an effort to reach agreement as to the scope
399 of the covered loss under the insurance policy. This section
400 does not impair the terms and conditions of the insurance policy
401 in effect at the time the claim is filed.

402 (b) A public adjuster may not restrict or prevent an
403 insurer, company employee adjuster, independent adjuster,
404 attorney, investigator, or other person acting on behalf of the
405 insurer from having reasonable access at reasonable times to any
406 insured or claimant or to the insured property that is the
407 subject of a claim.

408 (c) A public adjuster may not act or fail to reasonably act
409 in any manner that obstructs or prevents an insurer or insurer's
410 adjuster from timely conducting an inspection of any part of the
411 insured property for which there is a claim for loss or damage.
412 The public adjuster representing the insureds may be present for
413 the insurer's inspection, but if the unavailability of the
414 public adjuster otherwise delays the insurer's timely inspection
415 of the property, the public adjuster or the insureds must allow
416 the insurer to have access to the property without the



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417 participation or presence of the public adjuster or insureds in
418 order to facilitate the insurer's prompt inspection of the loss
419 or damage.

420 (16) A licensed contractor under part I of chapter 489, or
421 a subcontractor of such licensee, may not advertise, solicit,
422 offer to handle, handle, or perform public adjuster services as
423 provided in subsection (1) unless licensed and compliant as a
424 public adjuster under this chapter. The prohibition against
425 solicitation does not preclude a contractor from suggesting or
426 otherwise recommending to a consumer that the consumer consider
427 contacting his or her insurer to determine if the proposed
428 repair is covered under the consumer's insurance policy, except
429 as it relates to solicitation prohibited in s. 489.147. In
430 addition, the contractor may discuss or explain a bid for
431 construction or repair of covered property with the residential
432 property owner who has suffered loss or damage covered by a
433 property insurance policy, or the insurer of such property, if
434 the contractor is doing so for the usual and customary fees
435 applicable to the work to be performed as stated in the contract
436 between the contractor and the insured.

437 (17) A public adjuster shall not acquire any interest in
438 salvaged property, except with the written consent and
439 permission of the insured through a signed affidavit.

440 (18) A public adjuster, a public adjuster apprentice, or a
441 person acting on behalf of an adjuster or apprentice may not
442 enter into a contract or accept a power of attorney that vests
443 in the public adjuster, the public adjuster apprentice, or the
444 person acting on behalf of the adjuster or apprentice the
445 effective authority to choose the persons or entities that will



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446 perform repair work in a property insurance claim or provide
447 goods or services that will require the insured or third-party
448 claimant to expend funds in excess of those payable to the
449 public adjuster under the terms of the contract for adjusting
450 services.

451 (19) Subsections (5)-(18) apply only to residential
452 property insurance policies and condominium unit owner policies
453 as described in s. 718.111(11), except that subsection (11) also
454 applies to coverages provided by condominium association,
455 cooperative association, apartment building, and similar
456 policies, including policies covering the common elements of a
457 homeowners' association.

458 Section 9. Subsection (2) of section 626.8796, Florida
459 Statutes, is amended to read:

460 626.8796 Public adjuster contracts; disclosure statement;
461 fraud statement.—

462 (2) A public adjuster contract relating to a property and
463 casualty claim must contain the full name, permanent business
464 address, phone number, e-mail address, and license number of the
465 public adjuster; the full name and license number of the public
466 adjusting firm; and the insured's full name, street address,
467 phone number, and e-mail address, together with a brief
468 description of the loss. The contract must state the percentage
469 of compensation for the public adjuster's services in minimum
470 18-point bold type before the space reserved in the contract for
471 the signature of the insured; the type of claim, including an
472 emergency claim, nonemergency claim, or supplemental claim; the
473 initials of the named insured on each page that does not contain
474 the insured's signature; the signatures of the public adjuster



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475 and all named insureds; and the signature date. If all of the
476 named insureds' signatures are not available, the public
477 adjuster must submit an affidavit signed by the available named
478 insureds attesting that they have authority to enter into the
479 contract and settle all claim issues on behalf of the named
480 insureds. An unaltered copy of the executed contract must be
481 remitted to the insured at the time of execution and to the
482 insurer, or the insurer's representative within 7 days after
483 execution. A public adjusting firm that adjusts claims primarily
484 for commercial entities with operations in more than one state
485 and that does not directly or indirectly perform adjusting
486 services for insurers or individual homeowners is deemed to
487 comply with the requirements of this subsection if, at the time
488 a proof of loss is submitted, the public adjusting firm remits
489 to the insurer an affidavit signed by the public adjuster or
490 public adjuster apprentice that identifies:

491 (a) The full name, permanent business address, phone
492 number, e-mail address, and license number of the public
493 adjuster or public adjuster apprentice.

494 (b) The full name of the public adjusting firm.

495 (c) The insured's full name, street address, phone number,
496 and e-mail address, together with a brief description of the
497 loss.

498 (d) An attestation that the compensation for public
499 adjusting services will not exceed the limitations provided by
500 law.

501 (e) The type of claim, including an emergency claim,
502 nonemergency claim, or supplemental claim.

503 Section 10. Section 627.6426, Florida Statutes, is amended



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504 to read:

505 627.6426 Short-term health insurance.—

506 (1) For purposes of this part, the term “short-term health
507 insurance” means health insurance coverage provided by an issuer
508 with an expiration date specified in the contract that is less
509 than 12 months after the original effective date of the contract
510 and, taking into account renewals or extensions, has a duration
511 not to exceed 36 months in total.

512 (2) All contracts for short-term health insurance entered
513 into by an issuer and an individual seeking coverage must ~~shall~~
514 include the following written disclosures signed by the
515 purchaser at the time of purchase ~~disclosure~~:

516 (a) The following statement:

517
518 “This coverage is not required to comply with certain
519 federal market requirements for health insurance,
520 principally those contained in the Patient Protection
521 and Affordable Care Act. Be sure to check your policy
522 carefully to make sure you are aware of any exclusions
523 or limitations regarding coverage of preexisting
524 conditions or health benefits (such as
525 hospitalization, emergency services, maternity care,
526 preventive care, prescription drugs, and mental health
527 and substance use disorder services). Your policy
528 might also have lifetime and/or annual dollar limits
529 on health benefits. If this coverage expires or you
530 lose eligibility for this coverage, you might have to
531 wait until an open enrollment period to get other
532 health insurance coverage.”



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(b) The following information:
1. The duration of the contract, including any waiting period.
2. Any essential health benefit under 42 U.S.C. s. 18022(b) that the contract does not provide.
3. The content of coverage.
4. Any exclusion of preexisting conditions.
(3) The disclosures must be printed in no less than 12-point type and in a color that is easily readable. A copy of the signed disclosures must be maintained by the issuer for a period of 5 years after the date of purchase.
(4) Disclosures provided by electronic means must meet the requirements of subsection (2).
Section 11. Present subsection (4) of section 627.70132, Florida Statutes, is redesignated as subsection (5), and a new subsection (4) is added to that section, to read:
627.70132 Notice of property insurance claim.—
(4) A notice of claim for loss assessment coverage under s. 627.714 must be given to the insurer within 90 days after the date on which the condominium association or its governing board votes to levy an assessment to cover a shortfall in reserves due to a covered loss. Such vote by the association or its governing board must have occurred within 33 months after the date of the loss that created the need for the assessment.

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

And the title is amended as follows:

Delete lines 5 - 34



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562 and insert:
563 amending s. 212.34, F.S.; defining terms; revising
564 requirements for payment settlement entities, or their
565 electronic payment facilitators or contracted third
566 parties, in submitting information returns to the
567 Department of Revenue; specifying requirements for
568 third party settlement organizations that conduct
569 certain transactions; creating s. 286.312, F.S.;
570 prohibiting agencies from entering into certain
571 contracts or agreements; amending s. 319.261, F.S.;
572 requiring that the title to a mobile home be retired
573 if the owner of the real property records certain
574 documents in the official records of the clerk of
575 court in the county in which the real property is
576 located; making technical changes; amending s.
577 489.147, F.S.; requiring contractors to include a
578 notice in their contracts with residential property
579 owners under certain circumstances; providing
580 requirements for notices of contract cancellation;
581 amending s. 559.9611, F.S.; revising the definition of
582 the term "depository institution"; amending s.
583 624.424, F.S.; providing requirements for certain
584 insurers' accountants; amending s. 626.854, F.S.;
585 revising applicability of provisions relating to
586 public adjusters; amending s. 626.8796, F.S.; revising
587 the content of certain public adjuster contracts;
588 amending s. 627.6426, F.S.; revising the disclosure
589 requirements of contracts for short-term health
590 insurance; amending s. 627.70132, F.S.; requiring a



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591 condominium association to give a notice of claim for
592 loss assessment coverage to its insurer by a certain
593 date;