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LEGISLATIVE ACTION

Senate	.	House
Comm: RS	.	
02/27/2024	.	
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The Committee on Rules (Burton) recommended the following:

**Senate Amendment (with title amendment)**

Delete lines 91 - 898

and insert:

subordinate lienholder, the court may ~~shall~~ order the clerk to deduct any applicable service charges from the surplus and pay the remainder to the owner of record. Any person representing an owner of record in claiming the surplus shall disclose to the court the total amount of compensation and other fees to be paid to himself or herself and may not charge the owner of record more than 5 percent of the surplus or \$1,000, whichever is



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12 greater. The clerk may establish a reasonable requirement that  
13 the owner of record prove his or her identity before receiving  
14 the disbursement. The clerk may assist an owner of record in  
15 making a claim. An owner of record may use the following form in  
16 making a claim:

17

18 (Caption of Action)

19

20 OWNER'S CLAIM FOR  
21 MORTGAGE FORECLOSURE SURPLUS

22

23 State of ....

24 County of ....

25 Under penalty of perjury, I (we) hereby certify that:

26 1. I was (we were) the owner of the following described  
27 real property in .... County, Florida, prior to the foreclosure  
28 sale and as of the date of the filing of the lis pendens:

29

30 ...(Legal description of real property)...

31

32 2. I (we) do not owe any money on any mortgage on the  
33 property that was foreclosed other than the one that was paid  
34 off by the foreclosure.

35 3. I (we) do not owe any money that is the subject of an  
36 unpaid judgment, tax warrant, condominium lien, cooperative  
37 lien, or homeowners' association.

38 4. I am (we are) not currently in bankruptcy.

39 5. I (we) have not sold or assigned my (our) right to the  
40 mortgage surplus.



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41           6. My (our) new address is: .....

42           7. If there is more than one owner entitled to the surplus,  
43 we have agreed that the surplus should be paid .... jointly, or  
44 to: ....., at the following address: .....

45           8. I (WE) UNDERSTAND THAT I (WE) AM (ARE) NOT REQUIRED TO  
46 HAVE A LAWYER OR ANY OTHER REPRESENTATION AND I (WE) DO NOT HAVE  
47 TO ASSIGN MY (OUR) RIGHTS TO ANYONE ELSE IN ORDER TO CLAIM ANY  
48 MONEY TO WHICH I (WE) MAY BE ENTITLED.

49           9. I (WE) UNDERSTAND THAT THIS STATEMENT IS GIVEN UNDER  
50 OATH, AND IF ANY STATEMENTS ARE UNTRUE THAT I (WE) MAY BE  
51 PROSECUTED CRIMINALLY FOR PERJURY.

52  
53 ... (Signatures) ...

54  
55           Sworn to (or affirmed) and subscribed before me this ....  
56 day of ....., ... (year) ..., by ... (name of person making  
57 statement) ....

58           ... (Signature of Notary Public - State of Florida) ...

59           ... (Print, Type, or Stamp Commissioned Name of Notary  
60 Public) ...

61  
62           Personally Known .... OR Produced Identification ....  
63           Type of Identification Produced.....

64           (b) If any person other than the owner of record claims an  
65 interest in the proceeds prior to the date that the clerk  
66 reports the surplus as unclaimed or if the owner of record files  
67 a claim for the surplus but acknowledges that one or more other  
68 persons may be entitled to part or all of the surplus, the court  
69 shall set an evidentiary hearing to determine entitlement to the



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70 surplus. At the evidentiary hearing, an equity assignee has the  
71 burden of proving that he or she is entitled to some or all of  
72 the surplus funds. The court may grant summary judgment to a  
73 subordinate lienholder prior to or at the evidentiary hearing.  
74 The court shall consider the factors in s. 45.033 when hearing a  
75 claim that any person other than a subordinate lienholder or the  
76 owner of record is entitled to the surplus funds and shall hold  
77 any such claim that fails to qualify under s. 45.033 invalid.

78 (4) Any nonprofit organization has unconditional standing  
79 to appear in any matter to oppose agreements that do not comply  
80 with this section or s. 45.033. If it is the prevailing party,  
81 the nonprofit organization is entitled to fees and costs,  
82 payable from the surplus, equal to the lesser of 5 percent of  
83 the surplus, or the fee stated in the opposed agreement.

84 Section 2. Paragraphs (a), (b), and (d) of subsection (3)  
85 and subsections (5) and (6) of section 45.033, Florida Statutes,  
86 are amended, to read:

87 45.033 Sale or assignment of rights to surplus funds in a  
88 property subject to foreclosure.—

89 (3) A voluntary transfer or assignment shall be a transfer  
90 or assignment qualified under this subsection, thereby entitling  
91 the transferee or assignee to the surplus funds or a portion or  
92 percentage of the surplus funds, if:

93 (a) The transfer or assignment is in writing and the  
94 instrument:

95 1. Is executed after the foreclosure sale ~~If executed prior~~  
96 ~~to the foreclosure sale, includes a financial disclosure that~~  
97 ~~specifies the assessed value of the property, a statement that~~  
98 ~~the assessed value may be lower than the actual value of the~~



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99 ~~property, the approximate amount of any debt encumbering the~~  
100 ~~property, and the approximate amount of any equity in the~~  
101 ~~property. If the instrument was executed after the foreclosure~~  
102 ~~sale, the instrument must also specify the foreclosure sale~~  
103 ~~price and the amount of the surplus.~~

104 2. Includes a statement that the owner does not need an  
105 attorney or other representative to recover surplus funds in a  
106 foreclosure.

107 3. Specifies all forms of consideration paid for the rights  
108 to the property or the assignment of the rights to any surplus  
109 funds.

110 (b) The transferee or assignee is a nonprofit organization  
111 ~~transfer or assignment is filed with the court on or before 60~~  
112 ~~days after the filing of the certificate of disbursements.~~

113 (d) The total compensation paid or payable, or earned or  
114 expected to be earned, by the transferee or assignee does not  
115 exceed 5 percent of the surplus or \$1,000, whichever is greater  
116 ~~12 percent of the surplus.~~

117 (5) ~~If the court finds that~~ A voluntary transfer or  
118 assignment that does not qualify under subsection (3) is invalid  
119 and void ~~but that the transfer or assignment was procured in~~  
120 ~~good faith and with no intent to defraud the transferor or~~  
121 ~~assignor, the court may order the clerk to pay the claim of the~~  
122 ~~transferee or assignee after payment of timely filed claims of~~  
123 ~~subordinate lienholders.~~

124 ~~(6) If a voluntary transfer or assignment of the surplus is~~  
125 ~~set aside, the owner of record shall be entitled to payment of~~  
126 ~~the surplus after payment of timely filed claims of subordinate~~  
127 ~~lienholders, but the transferee or assignee may seek in a~~



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128 ~~separate proceeding repayment of any consideration paid for the~~  
129 ~~transfer or assignment.~~

130 Section 3. Section 212.134, Florida Statutes, is amended to  
131 read:

132 212.134 Information returns relating to payment-card and  
133 third-party network transactions.—

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

135 (a) “Participating payee” has the same meaning as in s.  
136 6050W of the Internal Revenue Code.

137 (b) “Return” or “information return” means IRS Form 1099-K  
138 required under s. 6050W of the Internal Revenue Code.

139 (c) “Third party network transaction” has the same meaning  
140 as in s. 6050W of the Internal Revenue Code.

141 (d) “Third party settlement organization” has the same  
142 meaning as in s. 6050W of the Internal Revenue Code.

143 (2) For each year in which a payment settlement entity, an  
144 electronic payment facilitator, or other third party contracted  
145 with the payment settlement entity to make payments to settle  
146 reportable payment transactions on behalf of the payment  
147 settlement entity must file a return pursuant to s. 6050W of the  
148 Internal Revenue Code, for participating payees with an address  
149 in this state, the entity, the facilitator, or the third party  
150 must submit the information in the return to the department by  
151 the 30th day after filing the federal return. The format of the  
152 information returns required must be either a copy of such  
153 information returns or a copy of such information returns  
154 related to participating payees with an address in the state.  
155 For purposes of this subsection, the term “payment settlement  
156 entity” has the same meaning as provided in s. 6050W of the



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157 Internal Revenue Code.

158 (3)~~(2)~~ All reports of returns submitted to the department  
159 under this section must be in an electronic format.

160 (4)~~(3)~~ Any payment settlement entity, facilitator, or third  
161 party failing to file the information return required, filing an  
162 incomplete information return, or not filing an information  
163 return within the time prescribed is subject to a penalty of  
164 \$1,000 for each failure, if the failure is for not more than 30  
165 days, with an additional \$1,000 for each month or fraction of a  
166 month during which each failure continues. The total amount of  
167 penalty imposed on a reporting entity may not exceed \$10,000  
168 annually.

169 (5)~~(4)~~ The executive director or his or her designee may  
170 waive the penalty if he or she determines that the failure to  
171 timely file an information return was due to reasonable cause  
172 and not due to willful negligence, willful neglect, or fraud.

173 (6) All third party settlement organizations that conduct  
174 transactions involving a participating payee with an address in  
175 this state shall create a mechanism for senders of payments to  
176 identify whether a payment to a payee is for goods and services  
177 or is personal. The mechanism must clearly indicate the sender's  
178 requirement to indicate the appropriate transaction type. The  
179 sender of the payment is responsible for indicating the  
180 appropriate transaction type. All third party settlement  
181 organizations shall maintain records that clearly identify  
182 whether a transaction, as designated by the sender of the  
183 payment, is a transaction for goods and services or is personal.  
184 The information in the return submitted to the department under  
185 subsection (2) for such entities must be limited to transactions



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186 for goods and services.

187 (7) Notwithstanding this section, subsection (6) does not  
188 apply to a third party settlement organization if a contractual  
189 agreement or arrangement to provide a third party payment  
190 network to a participating payee requires the third party  
191 settlement organization solely to settle third party network  
192 transactions for the provision of goods and services.

193 Section 4. Section 286.312, Florida Statutes, is created to  
194 read:

195 286.312 Prohibited use of state funds; censorship or  
196 blacklisting of news sources.—An agency may not enter into a  
197 contract or other agreement with an entity whose function is to  
198 advise the censorship or blacklisting of news sources based on  
199 subjective criteria or political biases under the stated goal of  
200 fact-checking or removing misinformation.

201 Section 5. Section 489.147, Florida Statutes, is amended to  
202 read:

203 489.147 Prohibited property insurance practices; contract  
204 requirements.—

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

206 (a) "Prohibited advertisement" means any written or  
207 electronic communication by a contractor which encourages,  
208 instructs, or induces a consumer to contact a contractor or  
209 public adjuster for the purpose of making an insurance claim for  
210 roof damage, if such communication does not state in a font size  
211 of at least 12 points and at least half as large as the largest  
212 font size used in the communication that:

213 1. The consumer is responsible for payment of any insurance  
214 deductible;





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215           2. It is insurance fraud punishable as a felony of the  
216 third degree for a contractor to knowingly or willfully, and  
217 with intent to injure, defraud, or deceive, pay, waive, or  
218 rebate all or part of an insurance deductible applicable to  
219 payment to the contractor for repairs to a property covered by a  
220 property insurance policy; and

221           3. It is insurance fraud punishable as a felony of the  
222 third degree to intentionally file an insurance claim containing  
223 any false, incomplete, or misleading information.

224

225 The term includes, but is not limited to, door hangers, business  
226 cards, magnets, flyers, pamphlets, and e-mails.

227           (b) "Soliciting" means contacting:

228           1. In person;

229           2. By electronic means, including, but not limited to, e-  
230 mail, telephone, and any other real-time communication directed  
231 to a specific person; or

232           3. By delivery to a specific person.

233           (2) A contractor may not directly or indirectly engage in  
234 any of the following practices:

235           (a) Soliciting a residential property owner by means of a  
236 prohibited advertisement.

237           (b) Offering to a residential property owner a rebate,  
238 gift, gift card, cash, coupon, waiver of any insurance  
239 deductible, or any other thing of value in exchange for:

240           1. Allowing the contractor to conduct an inspection of the  
241 residential property owner's roof; or

242           2. Making an insurance claim for damage to the residential  
243 property owner's roof.



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244 (c) Offering, delivering, receiving, or accepting any  
245 compensation, inducement, or reward, for the referral of any  
246 services for which property insurance proceeds are payable.  
247 Payment by the residential property owner or insurance company  
248 to a contractor for roofing services rendered does not  
249 constitute compensation for a referral.

250 (d) Interpreting policy provisions or advising an insured  
251 regarding coverages or duties under the insured's property  
252 insurance policy or adjusting a property insurance claim on  
253 behalf of the insured, unless the contractor holds a license as  
254 a public adjuster pursuant to part VI of chapter 626.

255 (e) Providing an insured with an agreement authorizing  
256 repairs without providing a good faith estimate of the itemized  
257 and detailed cost of services and materials for repairs  
258 undertaken pursuant to a property insurance claim. A contractor  
259 does not violate this paragraph if, as a result of the process  
260 of the insurer adjusting a claim, the actual cost of repairs  
261 differs from the initial estimate.

262 (3) A contractor who violates this section is subject to  
263 disciplinary proceedings as set forth in s. 489.129. A  
264 contractor may receive up to a \$10,000 fine for each violation  
265 of this section.

266 (4) For the purposes of this section:

267 (a) The acts of any person on behalf of a contractor,  
268 including, but not limited to, the acts of a compensated  
269 employee or a nonemployee who is compensated for soliciting,  
270 shall be considered the actions of the contractor.

271 (b) An unlicensed person who engages in an act prohibited  
272 by this section is guilty of unlicensed contracting and is



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273 subject to the penalties set forth in s. 489.13. Notwithstanding  
274 s. 489.13(3), an unlicensed person who violates this section may  
275 be fined up to \$10,000 for each violation.

276 (5) A contractor may not execute a contract with a  
277 residential property owner to repair or replace a roof without  
278 including a notice that the contractor may not engage in the  
279 practices set forth in paragraph (2) (b). If the contractor fails  
280 to include such notice, the residential property owner may void  
281 the contract within 10 days after executing it.

282 (6) (a) A residential property owner may cancel a contract  
283 to replace or repair a roof without penalty or obligation until  
284 10 days following the execution of the contract or until the  
285 official start date, whichever comes first, if the contract was  
286 entered into based on events that are the subject of a  
287 declaration of a state of emergency by the Governor. For the  
288 purposes of this subsection, the term "official start date" is  
289 the date on which work that includes the installation of  
290 materials that will be included in the final work on the roof  
291 commences, a final permit has been issued, or a temporary repair  
292 to the roof covering or roof has been made in compliance with  
293 the Florida Building Code.

294 (b) A contractor who executes a contract to replace or  
295 repair a roof of a residential property during a declaration of  
296 a state of emergency must include in the contract immediately  
297 before the space reserved for the signature of the residential  
298 property owner, or add as an attachment to the contract, the  
299 following language, in bold type of not less than 18 points:

300

301 You, the residential property owner, may cancel this



302 contract without penalty or obligation until 10 days  
303 following the execution of the contract or until the  
304 official start date, whichever comes first, because  
305 this contract was entered into during a declaration of  
306 a state of emergency by the Governor. The official  
307 start date is the date on which work that includes the  
308 installation of materials that will be included in the  
309 final work on the roof commences, a final permit has  
310 been issued, or a temporary repair to the roof  
311 covering or roof system has been made in compliance  
312 with the Florida Building Code.

313  
314 (c) The residential property owner must send the notice of  
315 cancellation by certified mail, return receipt requested, or  
316 other form of mailing that provides proof thereof, at the  
317 address specified in the contract.

318 (d) For purposes of this section, the term "residential  
319 property owner" means the person who holds legal title to the  
320 residential real property that is the subject of and directly  
321 impacted by the action of a governmental entity. The term does  
322 not include a governmental entity.

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

325 559.9611 Definitions.—As used in this part, the term:

326 (9) "Depository institution" means a bank, a credit union,  
327 a savings bank, a savings and loan association, a savings or  
328 thrift association, or an industrial loan company doing business  
329 under the authority of a charter issued by the United States,  
330 this state, or any other state, district, territory, or



331 commonwealth of the United States which is authorized to  
332 transact business in this state and whose deposits or share  
333 accounts are insured by the Federal Deposit Insurance  
334 Corporation or the National Credit Union Share Insurance Fund  
335 ~~Florida state-chartered bank, savings bank, credit union, or~~  
336 ~~trust company, or a federal savings or thrift association, bank,~~  
337 ~~credit union, savings bank, or thrift.~~

338 Section 7. Paragraph (d) of subsection (8) of section  
339 624.424, Florida Statutes, is amended to read:

340 624.424 Annual statement and other information.-

341 (8)

342 (d) Upon creation of continuing education required under  
343 this paragraph, the certified public accountant who prepares the  
344 audit must be licensed to practice pursuant to chapter 473 and  
345 must have completed at least 4 hours of insurance-related  
346 continuing education during each 2-year continuing education  
347 cycle. An insurer may not use the same accountant or partner of  
348 an accounting firm responsible for preparing the report required  
349 by this subsection for more than 5 consecutive years. Following  
350 this period, the insurer may not use such accountant or partner  
351 for a period of 5 years, but may use another accountant or  
352 partner of the same firm. An insurer may request the office to  
353 waive this prohibition based upon an unusual hardship to the  
354 insurer and a determination that the accountant is exercising  
355 independent judgment that is not unduly influenced by the  
356 insurer considering such factors as the number of partners,  
357 expertise of the partners or the number of insurance clients of  
358 the accounting firm; the premium volume of the insurer; and the  
359 number of jurisdictions in which the insurer transacts business.



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

363 626.854 "Public adjuster" defined; prohibitions.—The  
364 Legislature finds that it is necessary for the protection of the  
365 public to regulate public insurance adjusters and to prevent the  
366 unauthorized practice of law.

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

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

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

377 (b) May not contract for services to be provided by a third  
378 party on behalf of the named insured or in pursuit of settlement  
379 of the named insured's claim, if the cost of those services is  
380 to be borne by the named insured, unless the named insured  
381 agrees in writing to procure these services and such agreement  
382 is entered into subsequent to the date of the contract for  
383 public adjusting services.

384 (c) If a public adjuster contracts with a third-party  
385 service provider to assist with the settlement of the named  
386 insured's claim, without first obtaining the insured's written  
387 consent, payment of the third party's fees must be made by the  
388 public adjuster and may not be charged back to the named



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389 insured.

390 (d) If a public adjuster represents anyone other than the  
391 named insured in a claim, the public adjuster fees shall be paid  
392 by the third party and may not be charged back to the named  
393 insured.

394 (7) An insured or claimant may cancel a public adjuster's  
395 contract to adjust a claim without penalty or obligation within  
396 10 days after the date on which the contract is executed. If the  
397 contract was entered into based on events that are the subject  
398 of a declaration of a state of emergency by the Governor, an  
399 insured or claimant may cancel the public adjuster's contract to  
400 adjust a claim without penalty or obligation within 30 days  
401 after the date of loss or 10 days after the date on which the  
402 contract is executed, whichever is longer. The public adjuster's  
403 contract must contain the following language in minimum 18-point  
404 bold type immediately before the space reserved in the contract  
405 for the signature of the insured or claimant:

406  
407 "You, the insured, may cancel this contract for any  
408 reason without penalty or obligation to you within 10  
409 days after the date of this contract. If this contract  
410 was entered into based on events that are the subject  
411 of a declaration of a state of emergency by the  
412 Governor, you may cancel this contract for any reason  
413 without penalty or obligation to you within 30 days  
414 after the date of loss or 10 days after the date on  
415 which the contract is executed, whichever is longer.  
416 You may also cancel the contract without penalty or  
417 obligation to you if I, as your public adjuster, fail



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418 to provide you and your insurer a copy of a written  
419 estimate within 60 days of the execution of the  
420 contract, unless the failure to provide the estimate  
421 within 60 days is caused by factors beyond my control,  
422 in accordance with s. 627.70131(5)(a)2., Florida  
423 Statutes. The 60-day cancellation period for failure  
424 to provide a written estimate shall cease on the date  
425 I have provided you with the written estimate.”  
426

427 The notice of cancellation shall be provided to ...(name of  
428 public adjuster)..., submitted in writing and sent by certified  
429 mail, return receipt requested, or other form of mailing that  
430 provides proof thereof, at the address specified in the  
431 contract.

432 (8) It is an unfair and deceptive insurance trade practice  
433 pursuant to s. 626.9541 for a public adjuster or any other  
434 person to circulate or disseminate any advertisement,  
435 announcement, or statement containing any assertion,  
436 representation, or statement with respect to the business of  
437 insurance which is untrue, deceptive, or misleading.

438 (a) The following statements, made in any public adjuster's  
439 advertisement or solicitation, are considered deceptive or  
440 misleading:

441 1. A statement or representation that invites an insured  
442 policyholder to submit a claim when the policyholder does not  
443 have covered damage to insured property.

444 2. A statement or representation that invites an insured  
445 policyholder to submit a claim by offering monetary or other  
446 valuable inducement.





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

450           4. A statement or representation, or use of a logo or  
451 shield, that implies or could mistakenly be construed to imply  
452 that the solicitation was issued or distributed by a  
453 governmental agency or is sanctioned or endorsed by a  
454 governmental agency.

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

462  
463           "THIS IS A SOLICITATION FOR BUSINESS. IF YOU HAVE HAD  
464 A CLAIM FOR AN INSURED PROPERTY LOSS OR DAMAGE AND YOU  
465 ARE SATISFIED WITH THE PAYMENT BY YOUR INSURER, YOU  
466 MAY DISREGARD THIS ADVERTISEMENT."

467  
468           (9) A public adjuster, a public adjuster apprentice, or any  
469 person or entity acting on behalf of a public adjuster or public  
470 adjuster apprentice may not give or offer to give a monetary  
471 loan or advance to a client or prospective client.

472           (10) A public adjuster, public adjuster apprentice, or any  
473 individual or entity acting on behalf of a public adjuster or  
474 public adjuster apprentice may not give or offer to give,  
475 directly or indirectly, any article of merchandise having a



476 value in excess of \$25 to any individual for the purpose of  
477 advertising or as an inducement to entering into a contract with  
478 a public adjuster.

479 (11) (a) If a public adjuster enters into a contract with an  
480 insured or claimant to reopen a claim or file a supplemental  
481 claim that seeks additional payments for a claim that has been  
482 previously paid in part or in full or settled by the insurer,  
483 the public adjuster may not charge, agree to, or accept from any  
484 source compensation, payment, commission, fee, or any other  
485 thing of value based on a previous settlement or previous claim  
486 payments by the insurer for the same cause of loss. The charge,  
487 compensation, payment, commission, fee, or any other thing of  
488 value must be based only on the claim payments or settlements  
489 paid to the insured, exclusive of attorney fees and costs,  
490 obtained through the work of the public adjuster after entering  
491 into the contract with the insured or claimant. Compensation for  
492 the reopened or supplemental claim may not exceed 20 percent of  
493 the reopened or supplemental claim payment. In no event shall  
494 the contracts described in this paragraph exceed the limitations  
495 in paragraph (b).

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

499 1. Ten percent of the amount of insurance claim payments or  
500 settlements, exclusive of attorney fees and costs, paid to the  
501 insured by the insurer for claims based on events that are the  
502 subject of a declaration of a state of emergency by the  
503 Governor. This provision applies to claims made during the year  
504 after the declaration of emergency. After that year, the



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505 limitations in subparagraph 2. apply.

506       2. Twenty percent of the amount of insurance claim payments  
507 or settlements, exclusive of attorney fees and costs, paid to  
508 the insured by the insurer for claims that are not based on  
509 events that are the subject of a declaration of a state of  
510 emergency by the Governor.

511       3. One percent of the amount of insurance claim payments or  
512 settlements, paid to the insured by the insurer for any coverage  
513 part of the policy where the claim payment or written agreement  
514 by the insurer to pay is equal to or greater than the policy  
515 limit for that part of the policy, if the payment or written  
516 commitment to pay is provided within 14 days after the date of  
517 loss or within 10 days after the date on which the public  
518 adjusting contract is executed, whichever is later.

519       4. Zero percent of the amount of insurance claim payments  
520 or settlements, paid to the insured by the insurer for any  
521 coverage part of the policy where the claim payment or written  
522 agreement by the insurer to pay occurs before the date on which  
523 the public adjusting contract is executed.

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

527       (d) Public adjuster compensation may not be based on  
528 amounts attributable to additional living expenses, unless such  
529 compensation is affirmatively agreed to in a separate agreement  
530 that includes a disclosure in substantially the following form:

531

532       "I agree to retain and compensate the public adjuster  
533 for adjusting my additional living expenses and



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534           securing payment from my insurer for amounts  
535           attributable to additional living expenses payable  
536           under the policy issued on my (home/mobile  
537           home/condominium unit).“

538  
539           (e) Public adjuster rate of compensation may not be  
540           increased based solely on the fact that the claim is litigated.

541           (f) Any maneuver, shift, or device through which the limits  
542           on compensation set forth in this subsection are exceeded is a  
543           violation of this chapter punishable as provided under s.  
544           626.8698.

545           (12) (a) Each public adjuster must provide to the claimant  
546           or insured a written estimate of the loss to assist in the  
547           submission of a proof of loss or any other claim for payment of  
548           insurance proceeds within 60 days after the date of the  
549           contract. The written estimate must include an itemized, per-  
550           unit estimate of the repairs, including itemized information on  
551           equipment, materials, labor, and supplies, in accordance with  
552           accepted industry standards. The public adjuster shall retain  
553           such written estimate for at least 5 years and shall make the  
554           estimate available to the claimant or insured, the insurer, and  
555           the department upon request.

556           (b) An insured may cancel the contract with no additional  
557           penalties or fees charged by the public adjuster if such an  
558           estimate is not provided within 60 days after executing the  
559           contract, subject to the cancellation notice requirement in this  
560           section, unless the failure to provide the estimate within 60  
561           days is caused by factors beyond the control of the public  
562           adjuster. The cancellation period shall cease on the date the



563 public adjuster provides the written estimate to the insured.

564 (13) A public adjuster, public adjuster apprentice, or any  
565 person acting on behalf of a public adjuster or apprentice may  
566 not accept referrals of business from any person with whom the  
567 public adjuster conducts business if there is any form or manner  
568 of agreement to compensate the person, directly or indirectly,  
569 for referring business to the public adjuster. A public adjuster  
570 may not compensate any person, except for another public  
571 adjuster, directly or indirectly, for the principal purpose of  
572 referring business to the public adjuster.

573 (14) A company employee adjuster, independent adjuster,  
574 attorney, investigator, or other persons acting on behalf of an  
575 insurer that needs access to an insured or claimant or to the  
576 insured property that is the subject of a claim must provide at  
577 least 48 hours' notice to the insured or claimant, public  
578 adjuster, or legal representative before scheduling a meeting  
579 with the claimant or an onsite inspection of the insured  
580 property. The insured or claimant may deny access to the  
581 property if the notice has not been provided. The insured or  
582 claimant may waive the 48-hour notice.

583 (15) The public adjuster must ensure that prompt notice is  
584 given of the claim to the insurer, the public adjuster's  
585 contract is provided to the insurer, the property is available  
586 for inspection of the loss or damage by the insurer, and the  
587 insurer is given an opportunity to interview the insured  
588 directly about the loss and claim. The insurer must be allowed  
589 to obtain necessary information to investigate and respond to  
590 the claim.

591 (a) The insurer may not exclude the public adjuster from



592 its in-person meetings with the insured. The insurer shall meet  
593 or communicate with the public adjuster in an effort to reach  
594 agreement as to the scope of the covered loss under the  
595 insurance policy. The public adjuster shall meet or communicate  
596 with the insurer in an effort to reach agreement as to the scope  
597 of the covered loss under the insurance policy. This section  
598 does not impair the terms and conditions of the insurance policy  
599 in effect at the time the claim is filed.

600 (b) A public adjuster may not restrict or prevent an  
601 insurer, company employee adjuster, independent adjuster,  
602 attorney, investigator, or other person acting on behalf of the  
603 insurer from having reasonable access at reasonable times to any  
604 insured or claimant or to the insured property that is the  
605 subject of a claim.

606 (c) A public adjuster may not act or fail to reasonably act  
607 in any manner that obstructs or prevents an insurer or insurer's  
608 adjuster from timely conducting an inspection of any part of the  
609 insured property for which there is a claim for loss or damage.  
610 The public adjuster representing the insureds may be present for  
611 the insurer's inspection, but if the unavailability of the  
612 public adjuster otherwise delays the insurer's timely inspection  
613 of the property, the public adjuster or the insureds must allow  
614 the insurer to have access to the property without the  
615 participation or presence of the public adjuster or insureds in  
616 order to facilitate the insurer's prompt inspection of the loss  
617 or damage.

618 (16) A licensed contractor under part I of chapter 489, or  
619 a subcontractor of such licensee, may not advertise, solicit,  
620 offer to handle, handle, or perform public adjuster services as



621 provided in subsection (1) unless licensed and compliant as a  
622 public adjuster under this chapter. The prohibition against  
623 solicitation does not preclude a contractor from suggesting or  
624 otherwise recommending to a consumer that the consumer consider  
625 contacting his or her insurer to determine if the proposed  
626 repair is covered under the consumer's insurance policy, except  
627 as it relates to solicitation prohibited in s. 489.147. In  
628 addition, the contractor may discuss or explain a bid for  
629 construction or repair of covered property with the residential  
630 property owner who has suffered loss or damage covered by a  
631 property insurance policy, or the insurer of such property, if  
632 the contractor is doing so for the usual and customary fees  
633 applicable to the work to be performed as stated in the contract  
634 between the contractor and the insured.

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

638 (18) A public adjuster, a public adjuster apprentice, or a  
639 person acting on behalf of an adjuster or apprentice may not  
640 enter into a contract or accept a power of attorney that vests  
641 in the public adjuster, the public adjuster apprentice, or the  
642 person acting on behalf of the adjuster or apprentice the  
643 effective authority to choose the persons or entities that will  
644 perform repair work in a property insurance claim or provide  
645 goods or services that will require the insured or third-party  
646 claimant to expend funds in excess of those payable to the  
647 public adjuster under the terms of the contract for adjusting  
648 services.

649 (19) Subsections (5)-(18) apply only to residential



650 property insurance policies and condominium unit owner policies  
651 as described in s. 718.111(11), except that subsection (11) also  
652 applies to coverages provided by condominium association,  
653 cooperative association, apartment building, and similar  
654 policies, including policies covering the common elements of a  
655 homeowners' association.

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

658 626.8796 Public adjuster contracts; disclosure statement;  
659 fraud statement.—

660 (2) A public adjuster contract relating to a property and  
661 casualty claim must contain the full name, permanent business  
662 address, phone number, e-mail address, and license number of the  
663 public adjuster; the full name and license number of the public  
664 adjusting firm; and the insured's full name, street address,  
665 phone number, and e-mail address, together with a brief  
666 description of the loss. The contract must state the percentage  
667 of compensation for the public adjuster's services in minimum  
668 18-point bold type before the space reserved in the contract for  
669 the signature of the insured; the type of claim, including an  
670 emergency claim, nonemergency claim, or supplemental claim; the  
671 initials of the named insured on each page that does not contain  
672 the insured's signature; the signatures of the public adjuster  
673 and all named insureds; and the signature date. If all of the  
674 named insureds' signatures are not available, the public  
675 adjuster must submit an affidavit signed by the available named  
676 insureds attesting that they have authority to enter into the  
677 contract and settle all claim issues on behalf of the named  
678 insureds. An unaltered copy of the executed contract must be





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679 remitted to the insured at the time of execution and to the  
680 insurer, or the insurer's representative within 7 days after  
681 execution. A public adjusting firm that adjusts claims primarily  
682 for commercial entities with operations in more than one state  
683 and that does not directly or indirectly perform adjusting  
684 services for insurers or individual homeowners is deemed to  
685 comply with the requirements of this subsection if, at the time  
686 a proof of loss is submitted, the public adjusting firm remits  
687 to the insurer an affidavit signed by the public adjuster or  
688 public adjuster apprentice that identifies:

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

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

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

696 (d) An attestation that the compensation for public  
697 adjusting services will not exceed the limitations provided by  
698 law.

699 (e) The type of claim, including an emergency claim,  
700 nonemergency claim, or supplemental claim.

701 Section 10. Subsection (2) of section 627.43141, Florida  
702 Statutes, is amended to read:

703 627.43141 Notice of change in policy terms.—

704 (2) A renewal policy may contain a change in policy terms.  
705 If such change occurs, the insurer shall give the named insured  
706 advance written notice summarizing the change, which may be  
707 enclosed along with the written notice of renewal premium



708 required under ss. 627.4133 and 627.728 or sent separately  
709 within the timeframe required under the Florida Insurance Code  
710 for the provision of a notice of nonrenewal to the named insured  
711 for that line of insurance. The insurer must also provide a  
712 sample copy of the notice to the named insured's insurance agent  
713 before or at the same time that notice is provided to the named  
714 insured. Such notice shall be entitled "Notice of Change in  
715 Policy Terms." Beginning January 1, 2025, the "Notice of Change  
716 in Policy Terms" must be in bold type of not less than 14 points  
717 and included as a single page or consecutive pages, as  
718 necessary, within the written notice.

719 Section 11. Section 627.6426, Florida Statutes, is amended  
720 to read:

721 627.6426 Short-term health insurance.—

722 (1) For purposes of this part, the term "short-term health  
723 insurance" means health insurance coverage provided by an issuer  
724 with an expiration date specified in the contract that is less  
725 than 12 months after the original effective date of the contract  
726 and, taking into account renewals or extensions, has a duration  
727 not to exceed 36 months in total.

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

732 (a) The following statement:

733  
734 "This coverage is not required to comply with certain  
735 federal market requirements for health insurance,  
736 principally those contained in the Patient Protection



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737 and Affordable Care Act. Be sure to check your policy  
738 carefully to make sure you are aware of any exclusions  
739 or limitations regarding coverage of preexisting  
740 conditions or health benefits (such as  
741 hospitalization, emergency services, maternity care,  
742 preventive care, prescription drugs, and mental health  
743 and substance use disorder services). Your policy  
744 might also have lifetime and/or annual dollar limits  
745 on health benefits. If this coverage expires or you  
746 lose eligibility for this coverage, you might have to  
747 wait until an open enrollment period to get other  
748 health insurance coverage.”

749  
750 (b) The following information:

751 1. The duration of the contract, including any waiting  
752 period.

753 2. Any essential health benefit under 42 U.S.C. s. 18022(b)  
754 that the contract does not provide.

755 3. The content of coverage.

756 4. Any exclusion of preexisting conditions.

757 (3) The disclosures must be printed in no less than 12-  
758 point type and in a color that is easily readable. A copy of the  
759 signed disclosures must be maintained by the issuer for a period  
760 of 5 years after the date of purchase.

761 (4) Disclosures provided by electronic means must meet the  
762 requirements of subsection (2).

763 Section 12. Present subsection (4) of section 627.70132,  
764 Florida Statutes, is redesignated as subsection (5), and a new  
765 subsection (4) is added to that section, to read:



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766           627.70132 Notice of property insurance claim.-  
767           (4)a. A notice of claim for loss assessment coverage under  
768 s. 627.714 may not occur later than 3 years from the date of  
769 loss and must be provided to the insurer the later of:  
770           1. Within one year from the date of loss; or  
771           2. Within 90 days after the date on which the condominium  
772 association or its governing board votes to levy an assessment  
773 resulting from a covered loss.  
774           b. For purposes of this subsection, the date of loss is the  
775 date of the covered loss event that created the need for an  
776 assessment.

777           Section 13. Paragraph (a) of subsection (4) of section  
778 791.01, Florida Statutes, is amended to read:

779           791.01 Definitions.—As used in this chapter, the term:

780           (4) (a) "Fireworks" means and includes any combustible or  
781 explosive composition or substance or combination of substances  
782 or, except as hereinafter provided, any article prepared for the  
783 purpose of producing a visible or audible effect by combustion,  
784 explosion, deflagration, or detonation. The term includes blank  
785 cartridges and toy cannons in which explosives are used, the  
786 type of balloons which require fire underneath to propel them,  
787 firecrackers, torpedoes, skyrockets, Roman candles, ~~dagobombs,~~  
788 and any fireworks containing any explosives or flammable  
789 compound or any tablets or other device containing any explosive  
790 substance.

791  
792 ===== T I T L E   A M E N D M E N T =====

793 And the title is amended as follows:

794           Delete lines 4 - 65



795 and insert:  
796 organization"; authorizing the court to order the  
797 clerk to deduct certain service charges and pay the  
798 remainder to the owner of record; requiring certain  
799 persons to disclose to the court certain fees to be  
800 paid to himself or herself; prohibiting such persons  
801 from charging the owner of record more than a  
802 specified amount; requiring the court to hold certain  
803 claims invalid; providing that any nonprofit  
804 organization has unconditional standing in certain  
805 matters; providing that a nonprofit organization is  
806 entitled to certain fees and costs under certain  
807 circumstances; making a technical change; amending s.  
808 45.033, F.S.; revising the circumstances in which a  
809 transferee or assignee is entitled to surplus funds or  
810 a portion or percentage of surplus funds; providing  
811 that certain voluntary transfers or assignments are  
812 invalid and void; amending s. 212.134, F.S.; defining  
813 terms; revising requirements for payment settlement  
814 entities, or their electronic payment facilitators or  
815 contracted third parties, in submitting information  
816 returns to the Department of Revenue; specifying  
817 requirements for third party settlement organizations  
818 that conduct certain transactions; providing  
819 applicability; creating s. 286.312, F.S.; prohibiting  
820 agencies from entering into certain contracts or  
821 agreements; amending s. 489.147, F.S.; authorizing a  
822 residential property owner to cancel a contract to  
823 replace or repair a roof without penalty or obligation



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824 under certain circumstances; defining the term  
825 "official start date"; requiring certain contractors  
826 to include specified language in contracts or as an  
827 attachment to such contracts executed at a specified  
828 time; specifying requirements for a residential  
829 property owner who sends a notice of cancellation to  
830 the contractor; defining the term "residential  
831 property owner"; amending s. 559.9611, F.S.; revising  
832 the definition of the term "depository institution";  
833 amending s. 624.424, F.S.; providing requirements for  
834 certain insurers' accountants; amending s. 626.854,  
835 F.S.; revising applicability of provisions relating to  
836 public adjusters; amending s. 626.8796, F.S.; revising  
837 the content of certain public adjuster contracts;  
838 amending s. 627.43141, F.S.; specifying requirements,  
839 after a specified date, for certain notices regarding  
840 a change in policy terms; amending s. 627.6426, F.S.;  
841 revising the disclosure requirements of contracts for  
842 short-term health insurance; amending s. 627.70132,  
843 F.S.; prohibiting a notice of claim for loss  
844 assessment coverage from occurring later than a  
845 specified date; requiring that such notice be provided  
846 to an insurer no later than a specified date;  
847 specifying the date of loss; amending s. 791.01, F.S.;  
848 revising the definition of the term "fireworks";  
849 amending s. 791.012, F.S.; updating the source