



159918

LEGISLATIVE ACTION

| Senate     | . | House |
|------------|---|-------|
| Comm: RCS  | . |       |
| 02/08/2024 | . |       |
|            | . |       |
|            | . |       |
|            | . |       |

---

The Committee on Banking and Insurance (DiCeglie) recommended the following:

**Senate Amendment (with title amendment)**

Delete everything after the enacting clause and insert:

Section 1. Section 624.604, Florida Statutes, is amended to read:

624.604 "Property insurance" defined.—"Property insurance" is insurance on real or personal property of every kind and of every interest therein, whether on land, water, or in the air, against loss or damage from any and all hazard or cause, and



159918

11 against loss consequential upon such loss or damage, other than  
12 noncontractual legal liability for any such loss or damage.  
13 Property insurance may include pet insurance that provides  
14 coverage for accidents and for illnesses or diseases of pets.  
15 Property insurance may contain a provision for accidental death  
16 or injury as part of a multiple peril homeowner's policy. Such  
17 insurance, which is incidental to the property insurance, is not  
18 subject to the provisions of this code applicable to life or  
19 health insurance. Property insurance does not include title  
20 insurance, as defined in s. 624.608.

21 Section 2. Paragraph (hh) is added to subsection (1) of  
22 section 626.9541, Florida Statutes, to read:

23 626.9541 Unfair methods of competition and unfair or  
24 deceptive acts or practices defined.—

25 (1) UNFAIR METHODS OF COMPETITION AND UNFAIR OR DECEPTIVE  
26 ACTS.—The following are defined as unfair methods of competition  
27 and unfair or deceptive acts or practices:

28 (hh) Sales practices for pet wellness programs.—

29 1. A pet insurance agent may not market a wellness program  
30 as pet insurance.

31 2. If a wellness program is sold by a pet insurance agent:

32 a. The purchase of the wellness program may not be a  
33 prerequisite to the purchase of pet insurance;

34 b. The costs of the wellness program must be separate and  
35 identifiable from any pet insurance policy sold by the pet  
36 insurance agent;

37 c. The terms and conditions of the wellness program must be  
38 separate from any pet insurance policy sold by the agent;

39 d. The products or coverages available through the wellness



159918

40 program may not duplicate the products or coverages available  
41 through the pet insurance policy; and

42 e. The advertising of the wellness program must not be  
43 misleading.

44 Section 3. Section 627.71545, Florida Statutes, is created  
45 to read:

46 627.71545 Pet insurance; noninsurance wellness programs.—

47 (1) This section may be cited as the "Pet Insurance Act."

48 (2) The purpose of this section is to promote the public  
49 welfare by creating a comprehensive regulatory framework within  
50 which pet insurance may be sold in this state.

51 (3) This section applies to all of the following:

52 (a) Pet insurance policies that are issued to any resident  
53 of this state or that are sold, solicited, negotiated, or  
54 offered in this state.

55 (b) Pet insurance policies or certificates that are  
56 delivered or issued for delivery in the state.

57 (4) (a) This section may not be construed to prohibit or  
58 limit the types of exclusions pet insurers may use in their  
59 policies or to require pet insurers to include in such policies  
60 any of the limitations or exclusions specified in subsection  
61 (9).

62 (b) All other applicable provisions of the Florida  
63 Insurance Code apply to pet insurance, except that this section  
64 supersedes any general provisions of the Florida Insurance Code  
65 which otherwise apply to pet insurance.

66 (5) (a) As used in this section, the term:

67 1. "Chronic condition" means a condition that can be  
68 treated or managed, but not cured.



159918

69           2. "Congenital anomaly or disorder" means a condition that  
70 is present from birth, whether inherited or caused by the  
71 environment, and that may cause or contribute to illness or  
72 disease.

73           3. "Hereditary disorder" means an abnormality that is  
74 genetically transmitted from parent to offspring and may cause  
75 illness or disease.

76           4. "Orthopedic" refers to a condition that affects the  
77 bones, skeletal muscle, cartilage, tendons, ligaments, or  
78 joints. Orthopedic conditions include, but are not limited to,  
79 elbow dysplasia, hip dysplasia, intervertebral disc  
80 degeneration, patellar luxation, and cranial cruciate ligament  
81 rupture but do not include any cancer or any metabolic,  
82 hematopoietic, or autoimmune disease.

83           5. "Pet insurance" means an insurance policy that provides  
84 coverage for accidents and for illnesses and diseases of pets.  
85 Such insurance reimburses a policyholder for expenses associated  
86 with medical advice, diagnosis, care, or treatment provided by a  
87 veterinarian, including, but not limited to, the cost of drugs  
88 prescribed by the veterinarian.

89           6. "Pet insurance policy" or "policy" includes pet  
90 insurance certificates.

91           7. "Preexisting condition" means a condition for which any  
92 of the following is true before the effective date or during a  
93 waiting period applicable to a pet insurance policy:

94           a. A veterinarian provided medical advice.

95           b. The pet received previous treatment.

96           c. Based on information from verifiable sources, the pet  
97 had signs or symptoms directly related to the condition for



159918

98 which a claim is being made.

99

100 A condition for which coverage is afforded on a policy is not  
101 deemed to be a preexisting condition on any renewal of the  
102 policy.

103 8. "Renewal" means the issuance and delivery at the end of  
104 an insurance policy period of a policy that supersedes the  
105 policy previously issued and delivered by the same pet insurer  
106 or affiliated pet insurer and that provides types and limits of  
107 coverage substantially similar to those contained in the policy  
108 being superseded.

109 9. "Veterinarian" means a health care practitioner who is  
110 licensed to engage in the practice of veterinary medicine in  
111 Florida under chapter 474.

112 10. "Waiting period" means the period of time specified in  
113 a pet insurance policy which is required to run before some or  
114 all of the coverage in the policy may begin. This period may not  
115 be applied to renewals of existing coverage.

116 11. "Wellness program" means a subscription or  
117 reimbursement-based program that is separate from an insurance  
118 policy and that provides goods and services to promote the  
119 general health, safety, or well-being of the covered pet. If the  
120 subscription or program includes language such as "undertakes to  
121 indemnify another," "pays a specified amount upon determinable  
122 contingencies," or "provides coverage for a fortuitous event,"  
123 the subscription or program is transacting in the business of  
124 insurance and is subject to the Florida Insurance Code. This  
125 definition is not intended to classify a contract directly  
126 between a service provider and a pet owner which involves only



159918

127 the two parties as being the business of insurance, unless other  
128 indications of insurance also exist.

129 (b) If a pet insurer uses any of the terms defined in  
130 paragraph (a) in a pet insurance policy, the pet insurer must  
131 use the definition of each term as provided in paragraph (a) and  
132 must include each such definition in the policy. The pet insurer  
133 must also make such definitions available through a clear and  
134 conspicuous link on the main page of the website of the pet  
135 insurer or the pet insurer's program administrator.

136 (6) (a) A pet insurer transacting pet insurance must  
137 disclose the following to pet insurance applicants and  
138 policyholders:

139 1. Whether the policy excludes coverage due to any of the  
140 following:

- 141 a. A chronic condition;
- 142 b. A congenital anomaly or disorder;
- 143 c. A hereditary disorder; or
- 144 d. A preexisting condition.

145 2. If the policy includes any other exclusions not listed  
146 in subparagraph 1., the pet insurer must state the following in  
147 the disclosure: "Other exclusions may apply. Please refer to the  
148 exclusions section of the policy for more information."

149 3. Any policy provision that limits coverage through a  
150 waiting period, a deductible, a coinsurance payment, or an  
151 annual or lifetime policy limit. Waiting periods and applicable  
152 requirements must be clearly and prominently disclosed to  
153 applicants before the policy purchase.

154 4. Whether the pet insurer reduces coverage or increases  
155 premium based on the policyholder's claim history, the age of



159918

156 the covered pet, or a change in the geographic location of the  
157 policyholder.

158 5. Whether the underwriting company differs from the brand  
159 name used to market and sell the pet insurance.

160 (b) Before issuing a pet insurance policy, a pet insurer  
161 shall, through a clear and conspicuous link on the main page of  
162 the pet insurer's or the pet insurer's program administrator's  
163 website, provide a summary description of the basis or formula  
164 for the pet insurer's determination of claim payments under the  
165 policy.

166 1. A pet insurer that uses a benefit schedule to determine  
167 claim payments under a pet insurance policy must clearly  
168 disclose both of the following:

169 a. The applicable benefit schedule in the policy.

170 b. All benefit schedules used by the pet insurer under its  
171 pet insurance policies through a clear and conspicuous link on  
172 the main page of the pet insurer's or pet insurer's program  
173 administrator's website.

174 2. A pet insurer that determines claim payments under a pet  
175 insurance policy based on usual and customary fees, or any other  
176 reimbursement limitation based on prevailing veterinary service  
177 provider charges, shall do both of the following:

178 a. Include a usual and customary fee limitation provision  
179 in the policy which clearly describes the pet insurer's basis or  
180 formula for determining usual and customary fees and the manner  
181 in which that basis or formula is applied in calculating claim  
182 payments.

183 b. Disclose the pet insurer's basis for determining usual  
184 and customary fees through a clear and conspicuous link on the



159918

185 main page of the pet insurer's or pet insurer's program  
186 administrator's website.

187 (c) If any medical examination of the pet by a veterinarian  
188 is required to effectuate coverage, the pet insurer must clearly  
189 and conspicuously disclose any requirement for the examination  
190 before the policy is purchased and must disclose that  
191 examination documentation may result in a preexisting condition  
192 exclusion.

193 (d) A pet insurer shall create a summary of all policy  
194 disclosures required in paragraphs (a), (b), and (c) in a  
195 separate document titled "Insurer Disclosure of Important Policy  
196 Provisions." The pet insurer shall post the document through a  
197 clear and conspicuous link on the main page of the pet insurer's  
198 or pet insurer's program administrator's website.

199 (e) At the time a pet insurance policy is issued or  
200 delivered to a policyholder, the pet insurer shall provide the  
201 policyholder with a copy of the Insurer Disclosure of Important  
202 Policy Provisions document required under paragraph (d), in at  
203 least 12-point type. At such time, the pet insurer shall also  
204 include a written disclosure with all of the following:

205 1. Contact information for the Division of Consumer  
206 Services of the department, including a link and toll-free  
207 telephone number, for consumers to submit inquiries and  
208 complaints relating to pet insurance products regulated by the  
209 department or office.

210 2. The address and customer service telephone number of the  
211 pet insurance agent.

212 (f) The disclosures required in this subsection are in  
213 addition to any other disclosures required by the insurance code





159918

214 or rules prescribed by the commission.

215 (7) Unless the policyholder has filed a claim under the pet  
216 insurance policy, a pet insurance applicant or policyholder may  
217 examine and return the policy or rider to the pet insurer or pet  
218 insurance agent or broker within 30 days after the applicant or  
219 policyholder obtains the receipt and is entitled to the premium  
220 refunded if, after examining the policy or rider, he or she is  
221 not satisfied for any reason.

222 (8) A pet insurance policy and rider must have a notice  
223 prominently printed on or attached to the first page which  
224 includes specific instructions to accomplish a return, in type  
225 at least as large as any type appearing on the policy or rider  
226 contract and in substantially the following language:

227  
228 You have 30 days from the day you receive this policy,  
229 certificate, or rider to review it and return it to  
230 the company if you decide not to keep it. You do not  
231 have to tell the company why you are returning it. If  
232 you decide not to keep policy, certificate, or rider,  
233 simply return it to the company at its administrative  
234 office or return it to the insurance agent or broker  
235 who you bought it from as long as you have not filed a  
236 claim. You must return policy, certificate, or rider  
237 within 30 days after the day you first received it in  
238 order to receive a refund. The company must refund the  
239 full amount of any premium paid within 30 days after  
240 it receives the returned policy, certificate, or  
241 rider. The premium refund will be sent directly to the  
242 person who paid it. The policy, certificate, or rider



159918

243 will be void as if it had never been issued.

244  
245 (9) (a) A pet insurer may issue a policy that excludes  
246 coverage on the basis of one or more preexisting conditions with  
247 appropriate written disclosure to the applicant or policyholder.  
248 The pet insurer has the burden of proving that the preexisting  
249 condition exclusion applies to the condition for which a claim  
250 is being made.

251 (b)1. A pet insurer may issue a policy imposing a waiting  
252 period before the effective date of a new policy which does not  
253 exceed 30 days for illnesses or diseases or for orthopedic  
254 conditions not resulting from an accident. A pet insurer may not  
255 issue a policy imposing a waiting period for accidents.

256 2. A pet insurer issuing a policy that imposes a waiting  
257 period shall include a provision in its contract which allows  
258 the waiting period to be waived upon completion of a medical  
259 examination of the pet by a veterinarian. The pet insurer may  
260 require the examination to be conducted by a veterinarian after  
261 the purchase of the policy.

262 a. A medical examination required under this subparagraph  
263 must be paid for by the policyholder, unless the policy  
264 specifies that the pet insurer will pay for the examination.

265 b. A pet insurer may specify requirements for the  
266 examination and require documentation that the requirements have  
267 been satisfied, provided that the specifications do not  
268 unreasonably restrict the ability of the applicant or  
269 policyholder to waive the waiting period.

270 (c) A pet insurer may not require a medical examination of  
271 the covered pet for the policyholder to renew a policy.



159918

272 (d) If a pet insurer includes any prescriptive, wellness,  
273 or noninsurance benefit in the policy form, the benefit is made  
274 part of the policy contract and must comply with all of the  
275 applicable provisions of the Florida Insurance Code.

276 (e) An applicant's eligibility to purchase a pet insurance  
277 policy may not be based on his or her participation, or lack of  
278 participation, in a separate wellness program.

279 (10) (a) Pet insurers must ensure that its agents are  
280 trained on the topics specified in paragraph (b) and that its  
281 agents have been appropriately trained on the coverages and  
282 conditions of its pet insurance products.

283 (b) The training required under this subsection must  
284 include information on all of the following topics:

285 1. Preexisting conditions and waiting periods.

286 2. The differences between pet insurance and noninsurance  
287 wellness programs.

288 3. Chronic conditions, congenital anomalies or disorders,  
289 and hereditary disorders and the way pet insurance policies  
290 address those conditions or disorders.

291 4. Rating, underwriting, renewal, and other related  
292 administrative topics.

293 (11) The commission may adopt rules necessary to administer  
294 this section.

295 Section 4. This act shall take effect January 1, 2025.

296  
297 ===== T I T L E A M E N D M E N T =====

298 And the title is amended as follows:

299 Delete everything before the enacting clause  
300 and insert:



159918

301  
302

A bill to be entitled  
An act relating to ; providing an effective date.