

Amendment No. 1

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED	<u>      </u>	(Y/N)
ADOPTED AS AMENDED	<u>      </u>	(Y/N)
ADOPTED W/O OBJECTION	<u>      </u>	(Y/N)
FAILED TO ADOPT	<u>      </u>	(Y/N)
WITHDRAWN	<u>      </u>	(Y/N)
OTHER	<u>      </u>	

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1 Committee/Subcommittee hearing bill: Insurance & Banking  
 2 Subcommittee

3 Representative Steele offered the following:

4  
 5 **Amendment (with title amendment)**

6 Remove everything after the enacting clause and insert:

7 Section 1. Subsection (1) of section 634.312, Florida  
 8 Statutes, is amended to read:

9 634.312 Forms; required provisions and procedures.—

10 (1) Except as provided in section 634.601: ~~all~~

11 (a) Home warranty contracts are assignable in a consumer  
 12 transaction and must contain a statement informing the purchaser  
 13 of the home warranty of her or his right to assign it, at least  
 14 within 15 days from the date the home is sold or transferred, to  
 15 a subsequent retail purchaser of the home covered by the home  
 16 warranty and all conditions on such right of transfer.



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42 possesses the requisite skill, knowledge, and experience, and  
43 has the responsibility, to supervise, direct, manage, and  
44 control the contracting activities of the business organization  
45 with which she or he is connected and who has the responsibility  
46 to supervise, direct, manage, and control the construction work  
47 on a job for which she or he has obtained the building permit.  
48 Construction work includes, but is not limited to, construction  
49 of structural components.

50 (2) "Home warranty" or "warranty" has the same meaning as  
51 in s. 634.301.

52 (3) "Home warranty association" has the same meaning as in  
53 s. 634.301.

54 (4) "Indemnify" means to undertake repair or replacement  
55 of a home's structural component or pay compensation for such  
56 repair or replacement by cash, check, or other similar means,  
57 including, but not limited to, electronic means.

58 (5) "Structural components" means one or more structural  
59 component of a home including, but not limited to, the roof,  
60 plumbing system, electrical system, foundation, basement,  
61 exterior or interior walls, ceilings, floors, or spray foam.  
62 "Exterior walls" includes, but is not limited to, any siding,  
63 stucco, or paint on the exterior walls.

64 634.601 Structural Component Indemnification or Coverage.—

65 (1) If a builder is obligated on and provides a homebuyer  
66 an express written warranty that indemnifies a homebuyer against

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67 the cost of repairing the structural components of a home, then  
68 the express written warranty and all indemnification rights  
69 thereunder shall automatically transfer to any subsequent  
70 purchaser(s) of the home during the duration of the express  
71 written warranty.

72 (2) If a builder purchases a home warranty from a licensed  
73 home warranty association covering the structural components of  
74 a home then the home warranty and all indemnification rights  
75 thereunder shall automatically transfer to any subsequent  
76 purchaser(s) prior to the end of the home warranty term.

77 (3) Nothing in this section shall modify or extend the  
78 commencement date or the duration, or expand the scope of  
79 coverage, of the express written warranty or home warranty, as  
80 applicable, beyond the express written warranty's or home  
81 warranty's terms.

82 (4) This section does not:

83 (a) Require a builder that is obligated on and providing a  
84 homebuyer an express written warranty to obtain a license under  
85 the Florida Insurance Code and such practice shall not  
86 constitute the transaction of insurance subject to the  
87 requirements of the Code, unless otherwise required by law.

88 (b) Permit the provision of indemnification against  
89 consequential damages arising from the failure of any structural  
90 component, which practice constitutes the transaction of  
91 insurance subject to all requirements of the Florida Insurance

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92 Code.

93 634.602 Unfair method of competition and unfair or  
94 deceptive act or practice defined.—It is an unfair method of  
95 competition and unfair or deceptive act or practice to fail to  
96 continue to perform obligations under the terms of an express  
97 written warranty or a home warranty transferred to a subsequent  
98 home purchaser as required in s. 634.601.

99 Section 4. Chapter 634, Florida Statutes, entitled  
100 “Warranty Associations,” is renamed “Warranties and Warranty  
101 Associations.”

102 Section 5. This act shall take effect July 1, 2024.

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104 -----

105 **T I T L E A M E N D M E N T**

106 Remove lines 3-12 and insert:

107 s. 634.312, F.S.; limiting application; amending s. 634.331,  
108 F.S.; conforming provisions to changes made by the act; making  
109 technical changes; creating a new part IV of chapter 634, F.S.,  
110 entitled "Miscellaneous Provisions"; creating s. 634.600, F.S.,  
111 providing definitions; creating s. 634.601, F.S., providing  
112 requirements for express written warranties and home warranties  
113 transferred to subsequent home purchasers; creating s. 634.602,  
114 F.S.; defining an unfair method of competition and unfair or  
115 deceptive act or practice; creating an undirected section of law  
116 renaming Chapter 634, F.S.; providing an effective date.

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