

1 A bill to be entitled
2 An act relating to insurance assignment agreements;
3 creating s. 627.7152, F.S.; providing definitions;
4 providing requirements and limitations for property
5 insurance assignment agreements; providing a burden of
6 proof; providing that an assignment agreement does not
7 affect managed repair arrangements under a property
8 insurance policy; providing that an acceptance by an
9 assignee of an assignment agreement is a waiver by the
10 assignee and its subcontractors of claims against an
11 insured; specifying an insured's payment obligations
12 under an assignment agreement; requiring notice of
13 intent to initiate litigation; specifying requirements
14 for such notice; providing for an award of reasonable
15 attorney fees for certain claims arising under an
16 assignment agreement; directing the Office of
17 Insurance Regulation to require insurers to report
18 specified data; requiring the office to adopt rules;
19 providing applicability; creating s. 627.7153, F.S.;
20 defining the term "assignment agreement"; authorizing
21 insurers to offer property insurance policies
22 restricting the assignment of post-loss benefits under
23 certain conditions; requiring annual notice of
24 coverage options; providing applicability; amending s.
25 627.7288, F.S.; providing definitions; providing

26 requirements and limitations for assignment agreements
27 relating to motor vehicle glass repair; providing a
28 burden of proof; providing that an assignment
29 agreement does not affect managed repair arrangements
30 under comprehensive or combined additional coverage
31 under a motor vehicle insurance policy; providing that
32 an acceptance by an assignee of an assignment
33 agreement is a waiver by the assignee and its
34 subcontractors of claims against an insured;
35 specifying an insured's payment obligations under an
36 assignment agreement; requiring notice of intent to
37 initiate litigation; specifying requirements for such
38 notice; providing for an award of reasonable attorney
39 fees for certain claims arising under an assignment
40 agreement; directing the office to require insurers to
41 report specified data; requiring the office to adopt
42 rules; providing applicability; creating s. 627.7289,
43 F.S.; defining the term "assignment agreement";
44 authorizing insurers to offer comprehensive or
45 combined additional coverage under a motor vehicle
46 insurance policy restricting the assignment of post-
47 loss benefits under certain conditions; requiring
48 annual notice of coverage options; providing
49 applicability; amending s. 627.422, F.S.; providing
50 that property insurance policies may not prohibit

51 assignment of post-loss benefits; providing an
 52 exception; providing that comprehensive or combined
 53 additional coverage under a motor vehicle insurance
 54 policy may not prohibit assignment of post-loss
 55 benefits; providing an exception; providing
 56 severability; providing an effective date.

57
 58 Be It Enacted by the Legislature of the State of Florida:

59
 60 Section 1. Section 627.7152, Florida Statutes, is created
 61 to read:

62 627.7152 Assignment agreements.-

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

64 (a) "Assignee" is a person who is assigned post-loss
 65 benefits by a named insured through an assignment agreement.

66 (b) "Assignment agreement" means a written instrument by
 67 which post-loss benefits under a residential property insurance
 68 policy or commercial property insurance policy, as that term is
 69 defined in s. 627.0625(1), are assigned in whole or in part by
 70 the policy's named insured to a person providing services to
 71 protect, repair, restore, or replace the named insured's
 72 property or to mitigate against further damage to the property.

73 (c) "Assignor" is a named insured who assigns post-loss
 74 benefits under a residential property insurance or commercial
 75 property insurance policy to another person through an

76 assignment agreement.

77 (d) "Disputed amount" means the difference between the
78 assignee's presuit settlement demand and the insurer's presuit
79 settlement offer.

80 (e) "Judgment obtained" means damages recovered, if any,
81 but does not include any amount awarded for interest, attorney
82 fees, or costs.

83 (f) "Presuit settlement demand" means the demand made by
84 the assignee in the written notice of intent to initiate
85 litigation as required by paragraph (8) (a).

86 (g) "Presuit settlement offer" means the offer made by the
87 insurer in its written response to the notice of intent to
88 initiate litigation as required by paragraph (8) (b).

89 (2) (a) An assignment agreement must:

90 1. Be in writing and executed by and between a named
91 insured and the assignee.

92 2. Contain a provision that allows the assignor to rescind
93 the assignment agreement without a penalty or fee by signing a
94 notice of rescission within 7 business days after the execution
95 date of the assignment agreement and by notifying the assignee
96 of the rescission. The assignor may rescind the assignment
97 agreement for any reason during the 7-day period. However, the
98 assignor must pay for contracted work performed before
99 rescission.

100 3. Contain a provision requiring the assignee to provide a

101 copy of the executed assignment agreement to the insurer within
102 3 business days after the date on which the assignment agreement
103 is executed or the date on which work begins, whichever is
104 earlier. Delivery of the copy of the assignment agreement to the
105 insurer may be made:

106 a. By personal service, overnight delivery, or electronic
107 transmission, with evidence of delivery in the form of a receipt
108 or other paper or electronic acknowledgement by the insurer; or

109 b. To the location designated for receipt of such
110 agreements as specified in the policy.

111 4. Contain a written, itemized, per-unit cost estimate of
112 the services to be performed by the assignee. If the estimate of
113 services includes a claim for water restoration services, the
114 estimate must also include proof that the assignee or
115 subcontractor of the assignee possesses a valid certification
116 from an entity that requires water remediation to be performed
117 in accordance with the American National Standards Institute-
118 approved standards.

119 5. Relate only to work to be performed by the assignee for
120 services to protect, repair, restore, or replace dwellings or
121 structures or to mitigate against further damage to such
122 property.

123 6. Contain the following notice in 18-point uppercase and
124 boldfaced type:

125

126 YOU ARE AGREEING TO GIVE UP CERTAIN RIGHTS YOU HAVE UNDER YOUR
 127 INSURANCE POLICY TO A THIRD PARTY, WHICH MAY RESULT IN
 128 LITIGATION AGAINST YOUR INSURER. PLEASE READ AND UNDERSTAND THIS
 129 DOCUMENT BEFORE SIGNING IT. YOU HAVE THE RIGHT TO CANCEL THIS
 130 AGREEMENT WITHOUT PENALTY WITHIN 7 BUSINESS DAYS AFTER THE DATE
 131 THIS AGREEMENT IS EXECUTED. HOWEVER, YOU ARE OBLIGATED FOR
 132 PAYMENT OF ANY CONTRACTED WORK PERFORMED BEFORE THE AGREEMENT IS
 133 RESCINDED. THIS AGREEMENT DOES NOT CHANGE YOUR OBLIGATION TO
 134 PERFORM THE DUTIES REQUIRED UNDER YOUR PROPERTY INSURANCE
 135 POLICY.

137 7. Contain a provision requiring the assignee to indemnify
 138 and hold harmless the assignor from all liabilities, damages,
 139 losses, and costs, including, but not limited to, attorney fees,
 140 should the policy subject to the assignment agreement prohibit,
 141 in whole or in part, the assignment of benefits.

142 (b) An assignment agreement may not contain:

143 1. A penalty or fee for rescission under subparagraph

144 (a)2.;

145 2. A check or mortgage processing fee;

146 3. A penalty or fee for cancellation of the assignment
 147 agreement; or

148 4. An administrative fee.

149 (c) An assignment agreement that does not comply with this
 150 subsection is invalid and unenforceable.

151 (3) In a claim arising under an assignment agreement, an
152 assignee has the burden to demonstrate that the insurer is not
153 prejudiced by the failure of the assignee to:

154 (a) Maintain records of all services provided under the
155 assignment agreement.

156 (b) Cooperate with the insurer in the investigation of the
157 claim.

158 (c) Provide the insurer with requested records and
159 documents related to the services provided, and permit the
160 insurer to make copies of such records and documents.

161 (d) Deliver a copy of the executed assignment agreement to
162 the insurer within 3 business days after the assignment
163 agreement has been executed or work has begun, whichever is
164 earlier.

165 (4) An assignee:

166 (a) Must provide the assignor with accurate and up-to-date
167 revised estimates of the scope of work to be performed as
168 supplemental or additional repairs are required.

169 (b) Must perform the work in accordance with accepted
170 industry standards.

171 (c) May not seek payment from the assignor exceeding the
172 applicable deductible under the policy unless the assignor has
173 chosen to have additional work performed at the assignor's own
174 expense.

175 (d) Must, as a condition precedent to filing suit under

176 the policy, and, if required by the insurer, submit to
177 examinations under oath and recorded statements conducted by the
178 insurer or the insurer's representative that are reasonably
179 necessary, based on the scope of the work and the complexity of
180 the claim, which examinations and recorded statements must be
181 limited to matters related to the services provided, the cost of
182 the services, and the assignment.

183 (e) Must, as a condition precedent to filing suit under
184 the policy, and, if required by the insurer, participate in
185 appraisal or other alternative dispute resolution methods in
186 accordance with the terms of the policy.

187 (5) An assignment agreement and this section do not modify
188 or eliminate any term, condition, or defense relating to any
189 managed repair arrangement provided in the policy.

190 (6) (a) Notwithstanding any other provision of law, and
191 except as provided in paragraph (b), the acceptance by an
192 assignee of an assignment agreement is a waiver by the assignee
193 and its subcontractors of claims against named insureds for
194 payments arising from the assignment agreement. The assignee and
195 its subcontractors may not collect or attempt to collect money
196 from an insured, maintain any action at law against an insured,
197 claim a lien on the real property of an insured, or report an
198 insured to a credit agency for payments arising from the
199 assignment agreement. Such waiver remains in effect after the
200 assignment agreement is rescinded by the assignor or after a

201 determination that the assignment agreement is invalid.

202 (b) An assignor is responsible for the payment of all of
203 the following:

204 1. Any deductible amount due under the policy.

205 2. Any betterment ordered and performed that is approved
206 by the assignor.

207 3. Any contracted work performed before the assignment
208 agreement is rescinded by the assignor or before a determination
209 that the assignment agreement is invalid.

210 (7) The assignee shall indemnify and hold harmless the
211 assignor from all liabilities, damages, losses, and costs,
212 including, but not limited to, attorney fees, should the policy
213 subject to the assignment agreement prohibit, in whole or in
214 part, the assignment of benefits.

215 (8) (a) An assignee must provide the insurer and the
216 assignor with a written notice of intent to initiate litigation
217 before filing suit under the policy. Such notice must be served
218 at least 10 business days before filing suit, but may not be
219 served before the insurer has made a determination of coverage
220 under s. 627.70131. The notice must specify the damages in
221 dispute, the amount claimed, and any presuit settlement demand.
222 Concurrent with the notice, and as a precondition to filing
223 suit, the assignee must provide the insurer and the assignor a
224 detailed written invoice or estimate of services, including
225 itemized information on equipment, materials, and supplies; the

226 number of labor hours; and, in the case of work performed, proof
227 that the work has been performed in accordance with accepted
228 industry standards. If the invoice or estimate includes a claim
229 for water restoration services, the assignee must provide proof
230 of the certification required by subparagraph (2)(a)4.

231 (b) An insurer must respond in writing to the notice
232 within the 10-day period specified in paragraph (a) by making a
233 presuit settlement offer or requiring the assignee to
234 participate in appraisal or other method of alternative dispute
235 resolution under the policy. An insurer must have a procedure
236 for the prompt investigation, review, and evaluation of the
237 dispute stated in the notice and must investigate the claims
238 contained in the notice in accordance with the Florida Insurance
239 Code.

240 (9) Notwithstanding any other provision of law, in a suit
241 related to an assignment agreement for post-loss claims arising
242 under a residential or commercial property insurance policy,
243 attorney fees and costs may be recovered by an assignee only
244 under s. 57.105 and this subsection.

245 (a) If the difference between the judgment obtained by the
246 assignee and the presuit settlement offer is:

247 1. Less than 25 percent of the disputed amount, the
248 insurer is entitled to an award of reasonable attorney fees.

249 2. At least 25 percent but less than 50 percent of the
250 disputed amount, no party is entitled to an award of attorney

251 fees.

252 3. At least 50 percent of the disputed amount, the
253 assignee is entitled to an award of reasonable attorney fees.

254 (b) If the insurer fails to inspect the property or to
255 provide written or oral authorization for repairs within 7
256 calendar days after the first notice of loss, the insurer waives
257 its right to an award of attorney fees under this subsection. If
258 the failure to inspect the property or to provide written or
259 oral authorization for repairs is the result of an event for
260 which the Governor had declared a state of emergency pursuant to
261 s. 252.36, factors beyond the control of the insurer which
262 reasonably prevented an inspection or written or oral
263 authorization for repairs, or the named insureds' failure or
264 inability to allow an inspection of the property after a request
265 by the insurer, the insurer does not waive its right to an award
266 of attorney fees under this subsection.

267 (10) This section does not apply to:

268 (a) An assignment, transfer, or conveyance granted to a
269 subsequent purchaser of the property with an insurable interest
270 in the property following a loss;

271 (b) A power of attorney under chapter 709 that grants to a
272 management company, family member, guardian, or similarly
273 situated person of an insured the authority to act on behalf of
274 an insured as it relates to a property insurance claim; or

275 (c) Liability coverage under a property insurance policy.

276 (11) The office shall require each insurer to report by
277 January 30, 2022, and each year thereafter data on each
278 residential and commercial property insurance claim paid in the
279 prior calendar year under an assignment agreement. The office
280 shall adopt by rule a list of the data required, which list must
281 include specific data about claims adjustment and settlement
282 timeframes and trends, grouped by whether litigated or not
283 litigated and by loss adjustment expenses.

284 (12) This section applies to an assignment agreement
285 executed on or after July 1, 2019.

286 Section 2. Section 627.7153, Florida Statutes, is created
287 to read:

288 627.7153 Policies restricting assignment of post-loss
289 benefits under a property insurance policy.-

290 (1) As used in this section, the term "assignment
291 agreement" has the same meaning as provided in s. 627.7152.

292 (2) An insurer may offer a policy that restricts in whole
293 or in part an insured's right to execute an assignment agreement
294 only if all of the following conditions are met:

295 (a) The insurer offers the same coverage under a policy
296 that does not restrict the right to execute an assignment
297 agreement.

298 (b) Each restricted policy is available at a lower cost
299 than the unrestricted policy.

300 (c) The policy prohibiting assignment in whole is

301 available at a lower cost than any policy prohibiting assignment
 302 in part.

303 (d) The restricted policies include on their face the
 304 following notice in 18-point uppercase and boldfaced type:

305
 306 THIS POLICY DOES NOT ALLOW THE UNRESTRICTED ASSIGNMENT OF POST-
 307 LOSS INSURANCE BENEFITS. BY SELECTING THIS POLICY, YOU WAIVE
 308 YOUR RIGHT TO FREELY ASSIGN OR TRANSFER THE POST-LOSS PROPERTY
 309 INSURANCE BENEFITS AVAILABLE UNDER THIS POLICY TO A THIRD PARTY
 310 OR TO OTHERWISE FREELY ENTER INTO AN ASSIGNMENT AGREEMENT AS THE
 311 TERM IS DEFINED IN SECTION 627.7152 OF THE FLORIDA STATUTES.

312
 313 (3) The insurer shall notify the insured at least annually
 314 of the coverage options the insurer offers under this section.
 315 Such notice must be part of and attached to the notice of
 316 premium.

317 (4) This section applies to a policy issued or renewed on
 318 or after July 1, 2019.

319 Section 3. Section 627.7288, Florida Statutes, is amended
 320 to read:

321 627.7288 Comprehensive coverage; ~~deductible not to apply~~
 322 ~~to~~ motor vehicle glass.—

323 (1) The deductible provisions of any policy of motor
 324 vehicle insurance, delivered or issued in this state by an
 325 authorized insurer, providing comprehensive coverage or combined

326 additional coverage ~~do shall~~ not apply ~~be applicable~~ to damage
327 to the windshield of any motor vehicle covered under such
328 policy.

329 (2) As used in this section, the term:

330 (a) "Assignee" is a person who is assigned post-lost
331 benefits by a named insured through an assignment agreement.

332 (b) "Assignment agreement" means a written instrument by
333 which post-loss benefits under comprehensive or combined
334 additional coverage under a motor vehicle insurance policy are
335 assigned in whole or in part by the policy's named insured to a
336 person providing services to repair or replace motor vehicle
337 glass.

338 (c) "Assignor" is a named insured who assigns post-lost
339 benefits under comprehensive or combined additional coverage
340 under a motor vehicle insurance policy to another person through
341 an assignment agreement.

342 (d) "Disputed amount" means the difference between the
343 assignee's presuit settlement demand and the insurer's presuit
344 settlement offer.

345 (e) "Judgment obtained" means damages recovered, if any,
346 but does not include any amount awarded for interest, attorney
347 fees, or costs.

348 (f) "Presuit settlement demand" means the demand made by
349 the assignee in the written notice of intent to initiate
350 litigation as required by paragraph (9) (a).

351 (g) "Presuit settlement offer" means the offer made by the
352 insurer in its written response to the notice of intent to
353 initiate litigation as required by paragraph (9) (b).

354 (3) (a) An assignment agreement must:

355 1. Be in writing and executed by and between a named
356 insured and the assignee.

357 2. Contain a provision that allows the assignor to rescind
358 the assignment agreement without a penalty or fee by signing a
359 notice of rescission within 2 calendar days after the execution
360 date of the assignment agreement and by notifying the assignee
361 of the rescission. The assignor may rescind the assignment
362 agreement for any reason during the 2-day period. However, the
363 assignor must pay for contracted work performed before
364 rescission.

365 3. Contain a provision requiring the assignee to provide a
366 copy of the executed assignment agreement to the insurer within
367 1 calendar day after the date on which the assignment agreement
368 is executed or the date on which work begins, whichever is
369 earlier. Delivery of the copy of the assignment agreement to the
370 insurer may be made:

371 a. By personal service, overnight delivery, or electronic
372 transmission, with evidence of delivery in the form of a receipt
373 or other paper or electronic acknowledgement by the insurer; or

374 b. To the location designated for receipt of such
375 agreements as specified in the policy.

376 4. Contain a written, itemized, per-unit cost estimate of
377 the services to be performed by the assignee.

378 5. Relate only to work to be performed by the assignee for
379 services to repair or replace motor vehicle glass.

380 6. Contain the following notice in 18-point uppercase and
381 boldfaced type:

382
383 YOU ARE AGREEING TO GIVE UP CERTAIN RIGHTS YOU HAVE UNDER YOUR
384 INSURANCE POLICY TO A THIRD PARTY, WHICH MAY RESULT IN
385 LITIGATION AGAINST YOUR INSURER. PLEASE READ AND UNDERSTAND THIS
386 DOCUMENT BEFORE SIGNING IT. YOU HAVE THE RIGHT TO CANCEL THIS
387 AGREEMENT WITHOUT PENALTY WITHIN 2 CALENDAR DAYS AFTER THE DATE
388 THIS AGREEMENT IS EXECUTED. HOWEVER, YOU ARE OBLIGATED FOR
389 PAYMENT OF ANY CONTRACTED WORK PERFORMED BEFORE THE AGREEMENT IS
390 RESCINDED. THIS AGREEMENT DOES NOT CHANGE YOUR OBLIGATION TO
391 PERFORM THE DUTIES REQUIRED UNDER YOUR MOTOR VEHICLE INSURANCE
392 POLICY.

393
394 7. Contain a provision requiring the assignee to indemnify
395 and hold harmless the assignor from all liabilities, damages,
396 losses, and costs, including, but not limited to, attorney fees,
397 should the policy subject to the assignment agreement prohibit,
398 in whole or in part, the assignment of benefits.

399 (b) An assignment agreement may not contain:

400 1. A penalty or fee for rescission under subparagraph

401 (a) 2.;
 402 2. A check or processing fee;
 403 3. A penalty or fee for cancellation of the assignment
 404 agreement; or
 405 4. An administrative fee.
 406 (c) An assignment agreement that does not comply with this
 407 subsection is invalid and unenforceable.
 408 (4) In a claim arising under an assignment agreement, an
 409 assignee has the burden to demonstrate that the insurer is not
 410 prejudiced by the failure of the assignee to:
 411 (a) Maintain records of all services provided under the
 412 assignment agreement.
 413 (b) Cooperate with the insurer in the investigation of the
 414 claim.
 415 (c) Provide the insurer with requested records and
 416 documents related to the services provided, and permit the
 417 insurer to make copies of such records and documents.
 418 (d) Deliver a copy of the executed assignment agreement to
 419 the insurer within 1 calendar day after the assignment agreement
 420 has been executed or work has begun, whichever is earlier.
 421 (5) An assignee:
 422 (a) Must provide the assignor with accurate and up-to-date
 423 revised estimates of the scope of work to be performed as
 424 supplemental or additional repairs are required.
 425 (b) Must perform the work in accordance with accepted

426 industry standards.

427 (c) May not seek payment from the assignor exceeding the
428 applicable deductible under the policy unless the assignor has
429 chosen to have additional work performed at the assignor's own
430 expense.

431 (d) Must, as a condition precedent to filing suit under
432 the policy, and, if required by the insurer, submit to
433 examinations under oath and recorded statements conducted by the
434 insurer or the insurer's representative that are reasonably
435 necessary, based on the scope of the work and the complexity of
436 the claim, which examinations and recorded statements must be
437 limited to matters related to the services provided, the cost of
438 the services, and the assignment.

439 (e) Must, as a condition precedent to filing suit under
440 the policy, and, if required by the insurer, participate in
441 appraisal or other alternative dispute resolution methods in
442 accordance with the terms of the policy.

443 (6) An assignment agreement and this section do not modify
444 or eliminate any term, condition, or defense relating to any
445 managed repair arrangement provided in the policy.

446 (7) (a) Notwithstanding any other provision of law, and
447 except as provided in paragraph (b), the acceptance by an
448 assignee of an assignment agreement is a waiver by the assignee
449 and its subcontractors of claims against named insureds for
450 payments arising from the assignment agreement. The assignee and

451 its subcontractors may not collect or attempt to collect money
452 from an insured, maintain any action at law against an insured,
453 claim a lien on the motor vehicle of an insured, or report an
454 insured to a credit agency for payments arising from the
455 assignment agreement. Such waiver remains in effect after the
456 assignment agreement is rescinded by the assignor or after a
457 determination that the assignment agreement is invalid.

458 (b) An assignor is responsible for the payment of all of
459 the following:

460 1. Any deductible amount due under the policy.

461 2. Any betterment ordered and performed that is approved
462 by the assignor.

463 3. Any contracted work performed before the assignment
464 agreement is rescinded by the assignor or before a determination
465 that the assignment agreement is invalid.

466 (8) The assignee shall indemnify and hold harmless the
467 assignor from all liabilities, damages, losses, and costs,
468 including, but not limited to, attorney fees, should the policy
469 subject to the assignment agreement prohibit, in whole or in
470 part, the assignment of benefits.

471 (9) (a) An assignee must provide the insurer and the
472 assignor with a written notice of intent to initiate litigation
473 before filing suit under the policy. Such notice must be served
474 at least 10 business days before filing suit. The notice must
475 specify the damages in dispute, the amount claimed, and any

476 presuit settlement demand. Concurrent with the notice, and as a
477 precondition to filing suit, the assignee must provide the
478 insurer and the assignor a detailed written invoice of services,
479 including itemized information on equipment, materials, and
480 supplies; the number of labor hours; and, in the case of work
481 performed, proof that the work has been performed in accordance
482 with accepted industry standards.

483 (b) An insurer must respond in writing to the notice
484 within the 10-day period specified in paragraph (a) by making a
485 presuit settlement offer or requiring the assignee to
486 participate in appraisal or other method of alternative dispute
487 resolution under the policy. An insurer must have a procedure
488 for the prompt investigation, review, and evaluation of the
489 dispute stated in the notice and must investigate the claims
490 contained in the notice in accordance with the Florida Insurance
491 Code.

492 (10) Notwithstanding any other provision of law, in a suit
493 related to an assignment agreement for post-loss motor vehicle
494 glass claims arising under comprehensive or combined additional
495 coverage of a motor vehicle insurance policy, attorney fees and
496 costs may be recovered by an assignee only under s. 57.105 and
497 this subsection.

498 (a) If the difference between the judgment obtained by the
499 assignee and the presuit settlement offer is:

500 1. Less than 25 percent of the disputed amount, the

501 insurer is entitled to an award of reasonable attorney fees.

502 2. At least 25 percent but less than 50 percent of the
503 disputed amount, no party is entitled to an award of attorney
504 fees.

505 3. At least 50 percent of the disputed amount, the
506 assignee is entitled to an award of reasonable attorney fees.

507 (b) If the insurer fails to inspect the motor vehicle or
508 to provide written or oral authorization for the glass repairs
509 within 1 calendar day after the first notice of loss, the
510 insurer waives its right to an award of attorney fees under this
511 subsection. If the failure to inspect the motor vehicle or to
512 provide written or oral authorization for repairs is the result
513 of an event for which the Governor had declared a state of
514 emergency pursuant to s. 252.36, factors beyond the control of
515 the insurer which reasonably prevented an inspection or written
516 or oral authorization for repairs, or the named insureds'
517 failure or inability to allow an inspection of the motor vehicle
518 after a request by the insurer, the insurer does not waive its
519 right to an award of attorney fees under this subsection.

520 (11) This section does not apply to:

521 (a) An assignment, transfer, or conveyance granted to a
522 subsequent purchaser of the motor vehicle with an insurable
523 interest in the motor vehicle following a loss;

524 (b) A power of attorney under chapter 709 that grants to a
525 management company, family member, guardian, or similarly

526 situated person of an insured the authority to act on behalf of
527 an insured as it relates to a motor vehicle insurance claim; or

528 (c) Liability coverage under a motor vehicle insurance
529 policy.

530 (12) The office shall require each insurer to report by
531 January 30, 2022, and each year thereafter data on each motor
532 vehicle glass insurance claim paid in the prior calendar year
533 under an assignment agreement. The office shall adopt by rule a
534 list of the data required, which list must include specific data
535 about claims adjustment and settlement timeframes and trends,
536 grouped by whether litigated or not litigated and by loss
537 adjustment expenses.

538 (13) This section applies to an assignment agreement
539 executed on or after July 1, 2019.

540 Section 4. Section 627.7289, Florida Statutes, is created
541 to read:

542 627.7289 Policies restricting assignment of post-loss
543 benefits under comprehensive or combined additional coverage
544 under a motor vehicle insurance policy.—

545 (1) As used in this section, the term "assignment
546 agreement" has the same meaning as provided in s. 627.7288.

547 (2) An insurer may offer a policy that restricts in whole
548 or in part an insured's right to execute an assignment agreement
549 only if all of the following conditions are met:

550 (a) The insurer offers the same coverage under a policy

551 that does not restrict the right to execute an assignment
552 agreement.

553 (b) Each restricted policy is available at a lower cost
554 than the unrestricted policy.

555 (c) The policy prohibiting assignment in whole is
556 available at a lower cost than any policy prohibiting assignment
557 in part.

558 (d) The restricted policies include on their face the
559 following notice in 18-point uppercase and boldfaced type:

561 THIS POLICY DOES NOT ALLOW THE UNRESTRICTED ASSIGNMENT OF POST-
562 LOSS INSURANCE BENEFITS. BY SELECTING THIS POLICY, YOU WAIVE
563 YOUR RIGHT TO FREELY ASSIGN OR TRANSFER THE POST-LOSS MOTOR
564 VEHICLE GLASS INSURANCE BENEFITS AVAILABLE UNDER THIS POLICY TO
565 A THIRD PARTY OR TO OTHERWISE FREELY ENTER INTO AN ASSIGNMENT
566 AGREEMENT AS THE TERM IS DEFINED IN SECTION 627.7288 OF THE
567 FLORIDA STATUTES.

568
569 (3) The insurer shall notify the insured at least annually
570 of the coverage options the insurer offers under this section.
571 Such notice must be part of and attached to the notice of
572 premium.

573 (4) This section applies to a policy issued or renewed on
574 or after July 1, 2019.

575 Section 5. Section 627.422, Florida Statutes, is amended

576 to read:

577 627.422 Assignment of policies or post-loss benefits.—A
578 policy may be assignable, or not assignable, as provided by its
579 terms.

580 (1) LIFE OR HEALTH INSURANCE POLICIES.—Subject to its
581 terms relating to assignability, any life or health insurance
582 policy under the terms of which the beneficiary may be changed
583 upon the sole request of the policyowner may be assigned either
584 by pledge or transfer of title, by an assignment executed by the
585 policyowner alone and delivered to the insurer, whether or not
586 the pledgee or assignee is the insurer. Any such assignment
587 shall entitle the insurer to deal with the assignee as the owner
588 or pledgee of the policy in accordance with the terms of the
589 assignment, until the insurer has received at its home office
590 written notice of termination of the assignment or pledge or
591 written notice by or on behalf of some other person claiming
592 some interest in the policy in conflict with the assignment.

593 (2) POST-LOSS BENEFITS UNDER CERTAIN PROPERTY INSURANCE
594 POLICIES.—A residential or commercial property insurance policy
595 may not prohibit the assignment of post-loss benefits unless it
596 complies with s. 627.7153.

597 (3) POST-LOSS BENEFITS UNDER CERTAIN MOTOR VEHICLE
598 INSURANCE POLICIES.—Comprehensive or combined additional
599 coverage under a motor vehicle insurance policy may not prohibit
600 the assignment of post-loss benefits to a person providing

601 services to repair or replace motor vehicle glass unless it
602 complies with s. 627.7289.

603 Section 6. If any provision of this act or its application
604 to any person or circumstance is held invalid, the invalidity
605 does not affect the remaining provisions or applications of the
606 act which can be given effect without the invalid provision or
607 application, and to this end the provisions of this act are
608 severable.

609 Section 7. This act shall take effect July 1, 2019.