

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 an assignment agreement does not
7 affect managed repair arrangements under a property
8 insurance policy; specifying an insured's payment
9 obligations under an assignment agreement; requiring
10 notice of intent to initiate litigation; specifying
11 requirements for such notice; providing for an award
12 of reasonable attorney fees for certain claims arising
13 under an assignment agreement; requiring the Office of
14 Insurance Regulation to require insurers to report
15 specified data; directing the Office of Insurance
16 Regulation to promulgate rules; providing
17 applicability; creating s. 627.7153, F.S.; permitting
18 insurers to offer property insurance policies
19 restricting the assignment of post-loss benefits under
20 certain conditions; requiring annual notice of
21 coverage options; providing applicability; amending s.
22 627.7288; providing definitions; providing
23 requirements and limitations for assignment agreements
24 relating to motor vehicle glass repair; providing a
25 burden of proof; providing an assignment agreement

26 | does not affect managed repair arrangements under
27 | comprehensive or combined additional coverage under a
28 | motor vehicle insurance policy; specifying an
29 | insured's payment obligations under an assignment
30 | agreement; requiring notice of intent to initiate
31 | litigation; specifying requirements for such notice;
32 | providing for an award of reasonable attorney fees for
33 | certain claims arising under an assignment agreement;
34 | requiring the Office of Insurance Regulation to
35 | promulgate rules; providing applicability; creating s.
36 | 627.7289; permitting insurers to offer comprehensive
37 | or combined additional coverage under a motor vehicle
38 | insurance policy restricting the assignment of post-
39 | loss benefits under certain conditions; requiring
40 | annual notice of coverage options; amending s.
41 | 627.422, F.S.; providing property insurance policies
42 | may prohibit assignment of post-loss benefits under
43 | certain conditions; providing certain comprehensive or
44 | combined additional coverage under a motor vehicle
45 | insurance policy may prohibit assignment of post-loss
46 | benefits under specified conditions; providing for
47 | severability; providing an effective date.

48 |
49 | Be It Enacted by the Legislature of the State of Florida:
50 |

51 Section 1. Section 627.7152, Florida Statutes, is created
52 to read:

53 627.7152 Assignment agreements.—

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

55 (a) "Assignment agreement" means a written instrument by
56 which post-loss benefits under a residential property insurance
57 policy or commercial property insurance policy, as that term is
58 defined in s. 627.0625(1), are assigned in whole or in part to a
59 person providing services to protect, repair, restore, or
60 replace such property or to mitigate against further damage to
61 such property.

62 (b) "Disputed amount" means the difference between the
63 assignee's presuit settlement demand and the insurer's presuit
64 settlement offer.

65 (c) "Judgment obtained" means damages recovered, if any,
66 but does not include any amount awarded for interest, attorney
67 fees, or costs.

68 (d) "Presuit settlement demand" means the demand made by
69 the assignee in the notice of intent to initiate litigation as
70 required by paragraph (8) (a).

71 (e) "Presuit settlement offer" means the offer made by the
72 insurer in its response to the notice of intent to initiate
73 litigation as required by paragraph (8) (b).

74 (2) An assignment agreement that does not comply with this
75 subsection is invalid and unenforceable.

76 (a) An assignment agreement must:

77 1. Be in writing and executed concurrently by and between
78 a named insured and the assignee.

79 2. Contain a provision that allows the assignor to rescind
80 the assignment agreement without a penalty or fee by signing a
81 notice of rescission within seven business days after the
82 execution date of the assignment agreement and notifying the
83 assignee of the rescission. The assignor may rescind the
84 assignment agreement for any reason during the seven-day period.
85 The assignor is responsible for payment for contracted work
86 performed before rescission.

87 3. Contain a provision requiring the assignee to provide a
88 copy of the executed assignment agreement to the insurer within
89 three business days after the date the assignment agreement is
90 executed or the date work begins, whichever is earlier. Delivery
91 may be made:

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

95 b. To the location designated for receipt of such
96 agreements as specified in the policy.

97 4. Contain a written, itemized, per-unit cost estimate of
98 the services to be performed by the assignee. If the estimate of
99 services includes a claim for water restoration services, the
100 estimate must also include proof that the assignee or

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101 subcontractor of the assignee possesses a valid certification
102 from an entity that requires water remediation to be performed
103 according to a standard that is approved by the American
104 National Standards Institute.

105 5. Relate only to work to be performed by the assignee for
106 services to protect, repair, restore, or replace dwellings or
107 structures or to mitigate against further damage to such
108 property.

109 6. Contain the following notice in boldfaced uppercase 18-
110 point type:

111
112 YOU ARE AGREEING TO GIVE UP CERTAIN RIGHTS YOU HAVE UNDER YOUR
113 INSURANCE POLICY TO A THIRD PARTY WHICH MAY RESULT IN LITIGATION
114 AGAINST YOUR INSURER. PLEASE READ AND UNDERSTAND THIS DOCUMENT
115 BEFORE SIGNING IT. YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT
116 WITHOUT PENALTY WITHIN SEVEN BUSINESS DAYS AFTER THE DATE THIS
117 AGREEMENT IS EXECUTED. HOWEVER, YOU ARE OBLIGATED FOR PAYMENT OF
118 ANY CONTRACTED WORK PERFORMED BEFORE THE AGREEMENT IS RESCINDED.
119 THIS AGREEMENT DOES NOT CHANGE YOUR OBLIGATION TO PERFORM THE
120 DUTIES REQUIRED UNDER YOUR PROPERTY INSURANCE POLICY.

121
122 7. Contain a provision requiring the assignee to indemnify
123 and hold harmless the assignor from all liabilities, damages,
124 losses, and costs, including but not limited to attorney fees,
125 should the policy subject to the assignment agreement prohibit,

126 in whole or in part, the assignment of benefits.

127 (b) An assignment agreement may not contain:

128 1. A penalty or fee for rescission under subparagraph

129 (a) 2.;

130 2. A check or mortgage processing fee;

131 3. A penalty or fee for cancellation of the assignment
132 agreement; or

133 4. An administrative fee.

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

137 (a) Maintain records of all services provided under an
138 assignment agreement.

139 (b) Cooperate with the insurer in the investigation of a
140 claim.

141 (c) Provide the insurer with requested records and
142 documents related to the services provided and to permit the
143 insurer to make copies of such records and documents.

144 (d) Deliver a copy of the executed assignment agreement to
145 the insurer within three business days after execution or work
146 has begun, whichever is earlier.

147 (4) An assignee:

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

151 (b) Must perform the work to conform with current industry
152 standards.

153 (c) May not seek payment from the assignor exceeding the
154 applicable deductible under the policy unless the assignor has
155 chosen to have additional work performed at the assignor's own
156 expense.

157 (d) Must, as a condition precedent to filing suit under
158 the policy, and if required by the insurer, submit to
159 examinations under oath and recorded statements conducted by the
160 insurer or the insurer's representative that are reasonably
161 necessary, based on the scope of the work and the complexity of
162 the claim, which examinations and recorded statements must be
163 limited to matters related to the services provided, the cost of
164 the services, and the assignment.

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

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

172 (6) Notwithstanding any other provision of law, the
173 acceptance by an assignee of an assignment agreement is a waiver
174 by the assignee and its subcontractors of claims against named
175 insureds for payments arising from the assignment agreement. The

176 assignee and its subcontractors may not collect or attempt to
177 collect money from, maintain any action at law against, claim a
178 lien on the real property of an insured, or report an insured to
179 a credit agency for payments arising from the assignment
180 agreement. Named insureds remain responsible for the payment of
181 any deductible amount under the policy, any contracted work
182 performed before the assignor rescinded the assignment
183 agreement, and any betterment ordered and approved by the
184 assignor. Such waiver remains in effect after the assignment
185 agreement is rescinded by the assignor or after a determination
186 that the assignment agreement is invalid.

187 (7) The assignee shall indemnify and hold harmless the
188 assignor from all liabilities, damages, losses, and costs,
189 including but not limited to attorney fees, should the policy
190 subject to the assignment agreement prohibit, in whole or in
191 part, the assignment of benefits.

192 (8) (a) An assignee must provide the insurer and the
193 assignor with a written notice of intent to initiate litigation
194 before filing suit under the policy. Such notice must be served
195 at least ten business days before filing suit, but may not be
196 served before the insurer has made a determination of coverage
197 under s. 627.70131. The notice must specify the damages in
198 dispute, the amount claimed, and any presuit settlement demand.
199 Concurrent with the notice, and as a precondition to filing
200 suit, the assignee must provide the insurer and the assignor a

detailed written invoice or estimate of services, including
itemized information on equipment, materials, and supplies; the
number of labor hours; and, in the case of work performed, proof
the work has been performed in accordance with current industry
standards. If the invoice or estimate includes a claim for water
restoration services, the assignee must provide proof of the
certification required by subparagraph (2)(a)4.

(b) An insurer must respond in writing to the notice
within the ten-day period specified in paragraph (a) by making a
presuit settlement offer or requiring appraisal or other method
of alternative dispute resolution under the policy. An insurer
must have a procedure for the prompt investigation, review, and
evaluation of the dispute stated in such notice and must
investigate the claims contained in the notice in accordance
with the Florida Insurance Code.

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

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

1. Less than 25 percent of the disputed amount, the
insurer is entitled to an award of reasonable attorney fees;
2. At least 25 percent but less than 50 percent of the

226 disputed amount, no party is entitled to an award of attorney
227 fees; or

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

230 (b) If the insurer fails either to inspect the property or
231 to provide written or verbal authorization for repairs within
232 seven calendar days after the first notice of loss, the insurer
233 waives its right to an award of attorney fees under this
234 subsection. If the failure to inspect the property or to provide
235 written or verbal authorization for repairs is the result of an
236 event for which the Governor had declared a state of emergency
237 pursuant to s. 252.36, factors beyond the control of the insurer
238 which reasonably prevented an inspection or written or verbal
239 authorization for repairs, or the named insureds' failure or
240 inability to allow an inspection of the property after a request
241 by the insurer, the insurer does not waive its right to an award
242 of attorney fees under this subsection.

243 (10) This section does not apply to:

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

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

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

252 (11) The office shall require each insurer to report by
253 January 30, 2022, and each year thereafter, data on each
254 residential and commercial property insurance claim paid in the
255 prior calendar year under an assignment agreement. The office
256 shall adopt by rule a list of the data required, which list must
257 include specific data about claims adjustment and settlement
258 timeframes and trends, grouped by whether litigated or not
259 litigated and by loss adjustment expenses.

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

262 Section 2. Section 627.7153, Florida Statutes, is created
263 to read:

264 627.7153 Policies restricting assignment of post-loss
265 benefits under a property insurance policy.—

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

268 (2) An insurer may offer a policy that restricts in whole
269 or in part an insured's right to execute an assignment agreement
270 only if:

271 (a) The insurer offers the same coverage under a policy
272 that does not restrict the right to execute an assignment
273 agreement;

274 (b) Each restricted policy is available at a lower cost
275 than the unrestricted policy;

276 (c) The policy prohibiting assignment in whole is
277 available at a lower cost than any policy prohibiting assignment
278 in part; and

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

281
282 THIS POLICY DOES NOT ALLOW THE UNRESTRICTED ASSIGNMENT OF POST-
283 LOSS INSURANCE BENEFITS. BY SELECTING THIS POLICY, YOU WAIVE
284 YOUR RIGHT TO FREELY ASSIGN OR TRANSFER THE POST-LOSS PROPERTY
285 INSURANCE BENEFITS AVAILABLE UNDER THIS POLICY TO A THIRD PARTY
286 OR TO OTHERWISE FREELY ENTER INTO AN ASSIGNMENT AGREEMENT AS THE
287 TERM IS DEFINED IN SECTION 627.7152 OF THE FLORIDA STATUTES.

288
289 (3) The insurer shall notify the insured at least annually
290 of the options for the coverage required by this section. Such
291 notice must be part of and attached to the notice of premium.

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

294 Section 3. Section 627.7288, Florida Statutes, is amended
295 to read:

296 627.7288 Comprehensive coverage; ~~deductible not to apply~~
297 ~~to~~ motor vehicle glass. -(1) The deductible provisions of any
298 policy of motor vehicle insurance, delivered or issued in this
299 state by an authorized insurer, providing comprehensive coverage
300 or combined additional coverage shall not be applicable to

301 damage to the windshield of any motor vehicle covered under such
302 policy.

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

304 (a) "Assignment agreement" means a written instrument by
305 which post-loss benefits under comprehensive or combined
306 additional coverage under a motor vehicle insurance policy are
307 assigned in whole or in part to a person providing services to
308 repair or replace motor vehicle glass.

309 (b) "Disputed amount" means the difference between the
310 assignee's presuit settlement demand and the insurer's presuit
311 settlement offer.

312 (c) "Judgment obtained" means damages recovered, if any,
313 but does not include any amount awarded for interest, attorney
314 fees, or costs.

315 (d) "Presuit settlement demand" means the demand made by
316 the assignee in the written notice of intent to initiate
317 litigation as required by paragraph (9)(a).

318 (e) "Presuit settlement offer" means the offer made by the
319 insurer in its written response to the notice of intent to
320 initiate litigation as required by paragraph (9)(b).

321 (3) An assignment agreement that does not comply with this
322 subsection is invalid and unenforceable.

323 (a) An assignment agreement must:

324 1. Be in writing and executed concurrently by and between
325 a named insured and the assignee.

326 2. Contain a provision that allows the assignor to rescind
327 the assignment agreement without a penalty or fee by signing a
328 notice of rescission within two calendar days after the
329 execution date of the assignment agreement and notifying the
330 assignee of the rescission. The assignor may rescind the
331 assignment agreement for any reason during the two-day period.
332 The assignor is responsible for payment for contracted work
333 performed before rescission.

334 3. Contain a provision requiring the assignee to provide a
335 copy of the executed assignment agreement to the insurer within
336 one calendar day after the date the assignment agreement is
337 executed or the date work begins, whichever is earlier. Delivery
338 may be made:

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

342 b. To the location designated for receipt of such
343 agreements as specified in the policy.

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

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

348 6. Contain the following notice in boldfaced uppercase 18-
349 point type:

351 YOU ARE AGREEING TO GIVE UP CERTAIN RIGHTS YOU HAVE UNDER YOUR
352 INSURANCE POLICY TO A THIRD PARTY WHICH MAY RESULT IN LITIGATION
353 AGAINST YOUR INSURER. PLEASE READ AND UNDERSTAND THIS DOCUMENT
354 BEFORE SIGNING IT. YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT
355 WITHOUT PENALTY WITHIN TWO CALENDAR DAYS AFTER THE DATE THIS
356 AGREEMENT IS EXECUTED. HOWEVER, YOU ARE OBLIGATED FOR PAYMENT OF
357 ANY CONTRACTED WORK PERFORMED BEFORE THE AGREEMENT IS RESCINDED.
358 THIS AGREEMENT DOES NOT CHANGE YOUR OBLIGATION TO PERFORM THE
359 DUTIES REQUIRED UNDER YOUR PROPERTY INSURANCE POLICY.

360
361 7. Contain a provision requiring the assignee to indemnify
362 and hold harmless the assignor from all liabilities, damages,
363 losses, and costs, including but not limited to attorney fees,
364 should the policy subject to the assignment agreement prohibit,
365 in whole or in part, the assignment of benefits.

366 (b) An assignment agreement may not contain:

- 367 1. A penalty or fee for rescission under subparagraph
368 (a)2.;
369 2. A check or processing fee;
370 3. A penalty or fee for cancellation of the assignment
371 agreement; or
372 4. An administrative fee.

373 (4) In a claim arising under an assignment agreement, an
374 assignee has the burden to demonstrate that the insurer is not
375 prejudiced by the failure of the assignee to:

376 (a) Maintain records of all services provided under an
377 assignment agreement.

378 (b) Cooperate with the insurer in the investigation of a
379 claim.

380 (c) Provide the insurer with requested records and
381 documents related to the services provided, and to permit the
382 insurer to make copies of such records and documents.

383 (d) Deliver a copy of the executed assignment agreement to
384 the insurer within one calendar day after execution or work has
385 begun, whichever is earlier.

386 (5) An assignee:

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

390 (b) Must perform the work to conform with accepted
391 industry standards.

392 (c) May not seek payment from the assignor exceeding the
393 applicable deductible under the policy unless the assignor has
394 chosen to have additional work performed at the assignor's own
395 expense.

396 (d) Must, as a condition precedent to filing suit under
397 the policy, and if required by the insurer, submit to
398 examinations under oath and recorded statements conducted by the
399 insurer or the insurer's representative that are reasonably
400 necessary, based on the scope of the work and the complexity of

401 the claim, which examinations and recorded statements must be
402 limited to matters related to the services provided, the cost of
403 the services, and the assignment.

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

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

411 (7) Notwithstanding any other provision of law, the
412 acceptance by an assignee of an assignment agreement is a waiver
413 by the assignee and its subcontractors of claims against named
414 insureds for payments arising from the assignment agreement. The
415 assignee and its subcontractors may not collect or attempt to
416 collect money from, maintain any action at law against, or claim
417 a lien on the motor vehicle of an insured or report an insured
418 to a credit agency for payments arising from the assignment
419 agreement. Named insureds remain responsible for the payment of
420 any deductible amount under the policy, any contracted work
421 performed before the assignor rescinded the assignment
422 agreement, and any betterment ordered and approved by the
423 assignor. Such waiver remains in effect after the assignment
424 agreement is rescinded by the assignor or after a determination
425 that the assignment agreement is invalid.

426 (8) The assignee shall indemnify and hold harmless the
427 assignor from all liabilities, damages, losses, and costs,
428 including but not limited to attorney fees, should the policy
429 subject to the assignment agreement prohibit, in whole or in
430 part, the assignment of benefits.

431 (9) (a) An assignee must provide the insurer and the
432 assignor with a written notice of intent to initiate litigation
433 before filing suit under the policy. Such notice must be served
434 at least ten business days before filing suit. The notice must
435 specify the damages in dispute, the amount claimed, and any
436 presuit settlement demand. Concurrent with the notice, and as a
437 precondition to filing suit, the assignee must provide the
438 insurer and the assignor a detailed written invoice of services,
439 including itemized information on equipment, materials, and
440 supplies; the number of labor hours; and, in the case of work
441 performed, proof the work has been performed in accordance with
442 current industry standards.

443 (b) An insurer must respond in writing to the notice
444 within the ten-day period specified in paragraph (a) by making a
445 presuit settlement offer or requiring appraisal or other method
446 of alternative dispute resolution under the policy. An insurer
447 must have a procedure for the prompt investigation, review, and
448 evaluation of the dispute stated in such notice and must
449 investigate the claims contained in the notice in accordance
450 with the Florida Insurance Code.

451 (10) Notwithstanding any other provision of law, in a
452 lawsuit related to an assignment agreement for post-loss motor
453 vehicle glass claims arising under comprehensive or combined
454 additional coverage under a motor vehicle insurance policy,
455 attorney fees and costs may only be recovered by an assignee
456 under s. 57.105 and this subsection.

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

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

461 2. At least 25 percent but less than 50 percent of the
462 disputed amount, no party is entitled to an award of attorney
463 fees;

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

466 (b) If the insurer fails either to inspect the motor
467 vehicle or to provide written or verbal authorization for the
468 glass repairs within one calendar day after the first notice of
469 loss, the insurer waives its right to an award of attorney fees
470 under this subsection. If the failure to inspect the motor
471 vehicle or to provide written or verbal authorization for
472 repairs is the result of an event for which the Governor had
473 declared a state of emergency pursuant to s. 252.36, factors
474 beyond the control of the insurer which reasonably prevented an
475 inspection or written or verbal authorization for repairs, or

476 the named insureds' failure or inability to allow an inspection
477 of the motor vehicle after a request by the insurer, the insurer
478 does not waive its right to an award of attorney fees under this
479 subsection.

480 (11) This section does not apply to:

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

484 (b) A power of attorney under chapter 709 that grants to a
485 management company, family member, guardian, or similarly
486 situated person of an insured the authority to act on behalf of
487 an insured as it relates to a motor vehicle insurance claim; or

488 (c) Liability coverage under a motor vehicle insurance
489 policy.

490 (12) The office shall require each insurer to report by
491 January 30, 2022, and each year thereafter, data on each motor
492 vehicle glass insurance claim paid in the prior calendar year
493 under an assignment agreement. The office shall adopt by rule a
494 list of the data required, which list must include specific data
495 about claims adjustment and settlement timeframes and trends,
496 grouped by whether litigated or not litigated and by loss
497 adjustment expenses.

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

500 Section 3. Section 627.7289, Florida Statutes, is created

to read:

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

(1) As used in this section, the term "assignment agreement" has the same meaning as provided in s. 627.7288(2).

(2) An insurer may offer a policy that restricts in whole or in part an insured's right to execute an assignment agreement only if:

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

(b) Each restricted policy is available at a lower cost than the unrestricted policy;

(c) The policy prohibiting assignment in whole is available at a lower cost than any policy prohibiting assignment in part; and

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

THIS POLICY DOES NOT ALLOW THE UNRESTRICTED ASSIGNMENT OF POST-LOSS INSURANCE BENEFITS. BY SELECTING THIS POLICY, YOU WAIVE YOUR RIGHT TO FREELY ASSIGN OR TRANSFER THE POST-LOSS MOTOR VEHICLE GLASS INSURANCE BENEFITS AVAILABLE UNDER THIS POLICY TO A THIRD PARTY OR TO OTHERWISE FREELY ENTER INTO AN ASSIGNMENT

526 AGREEMENT AS THE TERM IS DEFINED IN SECTION 627.7288 OF THE
527 FLORIDA STATUTES.

528
529 (3) The insurer shall notify the insured at least annually
530 of the options for the coverage required by this section. Such
531 notice shall be part of and attached to the notice of premium.

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

534 Section 4. Section 627.422, Florida Statutes, is amended
535 to read:

536 627.422 Assignment of policies or post-loss benefits.—A
537 policy may be assignable, or not assignable, as provided by its
538 terms.

539 (1) LIFE OR HEALTH INSURANCE POLICIES.—Subject to its
540 terms relating to assignability, any life or health insurance
541 policy under the terms of which the beneficiary may be changed
542 upon the sole request of the policyowner may be assigned either
543 by pledge or transfer of title, by an assignment executed by the
544 policyowner alone and delivered to the insurer, whether or not
545 the pledgee or assignee is the insurer. Any such assignment
546 entitles ~~shall entitle~~ the insurer to deal with the assignee as
547 the owner or pledgee of the policy in accordance with the terms
548 of the assignment, until the insurer has received at its home
549 office written notice of termination of the assignment or pledge
550 or written notice by or on behalf of some other person claiming

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some interest in the policy in conflict with the assignment.

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

(3) POST-LOSS BENEFITS UNDER CERTAIN MOTOR VEHICLE INSURANCE POLICIES.— Comprehensive or combined additional coverage under motor vehicle insurance policy may not prohibit the assignment of post-loss benefits to a person providing services to repair or replace motor vehicle glass unless it complies with s. 627.7289.

Section 5. If any provision of this act or its application to any person or circumstance is held invalid, the invalidity does not affect the remaining provisions or applications of the act which can be given effect without the invalid provision or application, and to this end the provisions of this act are severable.

Section 6. This act shall take effect July 1, 2019.