A bill to be entitled
An act relating to the assignment of property
insurance benefits; creating s. 627.7152, F.S.;
defining the term "assignment agreement"; specifying
requirements for an assignee; requiring an assignee to
meet certain requirements as a condition precedent to
filing suit under a policy; providing that acceptance
of an assignment agreement constitutes a waiver of
certain claims; providing applicability; providing an
effective date.

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

Section 1. Section 627.7152, Florida Statutes, is created
to read:
627.7152 Assignment of property insurance post-loss
benefits.—
(1) As used in this section, the term "assignment
agreement" means any instrument by which post-loss property
insurance benefits for services to protect, repair, restore, or
replace property, or to mitigate against further damage to
property, are assigned, transferred, or conveyed, regardless of
how named or styled.
(2) As to claims arising under an assignment agreement,
the failure to comply with any provision of this subsection
creates a presumption that the insurer is prejudiced by such failure to comply and shifts the burden in any proceeding or suit to the party seeking benefits, rights, or proceeds from the insurer to demonstrate that the insurer was not prejudiced. The assignee or transferee must do all of the following:

(a) Maintain records of all services provided under the assignment agreement;

(b) Cooperate with the insurer in the investigation of a claim;

(c) Provide the insurer with any and all records and documents requested by the insurer related to services provided within 7 business days of the assignee's receipt of a written request and permit the insurer to make copies of such records or documents as may be reasonably necessary;

(d) Deliver a copy of the executed assignment agreement to the insurer no later than 3 business days after the assignment agreement is executed by all named insureds; and

(e) Concurrently with any request for payment of benefits under the insurance policy, provide the insurer with a written, itemized, per-unit cost statement of services actually performed pursuant to the assignment agreement.

(3) As to claims arising under an assignment agreement, an assignee must, as a condition precedent to filing a suit under the policy:

(a) If required by the insurer, submit to examinations
under oath and recorded statements conducted by the insurer or
the insurer's representative which are limited to matters
related to the services provided, the costs of services, and the
assignment or transfer; and

(b) Participate in an appraisal or other alternative
dispute resolution method in accordance with the terms of the
policy.

(4) An activity in compliance with subsections (2) and (3)
does not constitute practice as a public adjuster pursuant to
part VI of chapter 626.

(5) Notwithstanding any other law, the acceptance by a
person of any assignment agreement constitutes a waiver by the
assignee, and any subcontractor of the assignee or transferee,
of any and all claims against all named insureds for payment
arising from the specified loss, except that all named insureds
remain responsible for the payment of any deductible amount
provided for by the terms of the insurance policy and for the
cost of any betterment ordered by all named insureds. This
waiver remains in effect notwithstanding any subsequent
determination that the assignment agreement is invalid.

(6) This section applies to assignment agreements that are
executed after July 1, 2019.

Section 2. This act shall take effect July 1, 2019.