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LEGISLATIVE ACTION

Senate

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House

The Committee on Judiciary (Boyd and Brandes) recommended the following:

1 **Senate Substitute for Amendment (372938) (with title**
2 **amendment)**

3
4 Delete everything after the enacting clause
5 and insert:

6 Section 1. Subsections (3) and (4) are added to section
7 626.9373, Florida Statutes, to read:

8 626.9373 Attorney's fees.—

9 (3) In an award of attorney fees under this section for a
10 claim arising under a property insurance policy, a strong



280944

11 presumption is created that a lodestar fee is sufficient and
12 reasonable. Such presumption may be rebutted only in a rare and
13 exceptional circumstance with evidence that competent counsel
14 could not be retained in a reasonable manner.

15 (4) (a) As used in this subsection, the term:

16 1. "Claimant" means an insured or assignee who is filing
17 suit under a property insurance policy.

18 2. "Demand" means the specific amount alleged to be owed by
19 the insurer to the claimant under the property insurance policy.

20 3. "Demand-judgment quotient" means the quotient obtained
21 by dividing the judgment by the demand.

22 4. "Incurred attorney fees" means the total amount of
23 attorney fees supported by sufficient evidence and determined by
24 the court to have been incurred by the claimant in bringing the
25 action.

26 5. "Judgment" means damages recovered, if any, but does not
27 include any amount awarded for attorney fees, costs, or
28 interest.

29 (b) Notwithstanding any other provision of law, in a suit
30 arising under a residential or commercial property insurance
31 policy, attorney fees and costs may be recovered by a claimant
32 only pursuant to s. 57.105 and this subsection. Attorney fees
33 may be awarded to a claimant under this section as follows:

34 1. If the demand-judgment quotient is greater than or equal
35 to 0.8, the full amount of incurred attorney fees may be
36 awarded.

37 2. If the demand-judgment quotient is equal to or greater
38 than 0.2 but less than 0.8, the attorney fees must equal the
39 product of multiplying the incurred attorney fees by the demand-



280944

40 judgment quotient.

41 3. If the demand-judgment quotient is less than 0.2,
42 attorney fees may not be awarded.

43 Section 2. Subsection (4) is added to section 627.428,
44 Florida Statutes, to read:

45 627.428 Attorney fees.—

46 (4) In an award of attorney fees under this section for a
47 claim arising under a property insurance policy, a strong
48 presumption is created that a lodestar fee is sufficient and
49 reasonable. Such presumption may be rebutted only in a rare and
50 exceptional circumstance with evidence that competent counsel
51 could not be retained in a reasonable manner.

52 Section 3. Paragraphs (f), (g), and (h) are added to
53 subsection (5) of section 627.7011, Florida Statutes, to read:

54 627.7011 Homeowners' policies; offer of replacement cost
55 coverage and law and ordinance coverage.—

56 (5) This section does not:

57 (f) Prohibit an insurer, notwithstanding paragraph (1)(a),
58 from providing limited coverage on a personal lines residential
59 property insurance policy by including a roof surface
60 reimbursement schedule. If included in the policy, a roof
61 surface reimbursement schedule must do all of the following:

62 1. Provide reimbursement for repair, replacement, and
63 installation based on the annual age of a roof surface type.

64 2. Provide full replacement coverage for any roof surface
65 type less than 10 years old.

66 3. Unless otherwise demonstrated to the office to be
67 actuarially justified, provide for reimbursement amounts of no
68 less than:



280944

- 69 a. Seventy percent for a metal roof type.
70 b. Forty percent for a concrete tile and clay tile roof
71 type.
72 c. Forty percent for a wood shake and wood shingle roof
73 type.
74 d. Twenty-five percent for all other roof types.
75 4. Include at the top of the schedule, in bold type no
76 smaller than 12 points, the following statement:
77
78 "PLEASE DISCUSS WITH YOUR INSURANCE AGENT. YOU ARE ELECTING TO
79 PURCHASE COVERAGE ON YOUR ROOF ACCORDING TO A ROOF SURFACE
80 REIMBURSEMENT SCHEDULE. IF YOUR ROOF IS DAMAGED BY A COVERED
81 PERIL, YOU WILL RECEIVE A PAYMENT AMOUNT FOR YOUR ROOF ACCORDING
82 TO THE SCHEDULE BELOW. BE ADVISED THAT THIS MAY RESULT IN YOU
83 HAVING TO PAY SIGNIFICANT COSTS TO REPAIR OR REPLACE YOUR ROOF.
84 PLEASE DISCUSS WITH YOUR INSURANCE AGENT."
85
86 5. Allow for all actuarially sound methods of s. 627.062 to
87 apply.
88 6. Be approved by the office.
89 7. Be provided to the insured with the policy documents at
90 issuance and renewal.
91
92 A roof surface reimbursement schedule may not be applied to a
93 roof if there is a total loss to a primary structure in
94 accordance with the valued policy law under s. 627.702 which is
95 caused by a covered peril.
96 (g) Prohibit an insurer that provides roof reimbursement on
97 the basis of a roof surface reimbursement schedule from also



280944

98 offering roof reimbursement on the basis of replacement costs.

99 (h) Prohibit an insurer, notwithstanding paragraph (1)(a),
100 from providing coverage on a personal lines residential property
101 insurance policy by limiting coverage for a roof to a stated
102 value sublimit of coverage. A stated value sublimit of coverage
103 may not be applied to a roof if there is a total loss to the
104 primary structure in accordance with the valued policy law under
105 s. 627.702 which is caused by a covered peril.

106 Section 4. Section 627.70132, Florida Statutes, is amended
107 to read:

108 627.70132 Notice of property insurance ~~windstorm or~~
109 ~~hurricane~~ claim.—A claim, supplemental claim, or reopened claim
110 under an insurance policy that provides property insurance, as
111 defined in s. 624.604, including a property insurance policy
112 issued by an eligible surplus lines insurer, for loss or damage
113 ~~caused by the peril of windstorm or hurricane~~ is barred unless
114 notice of the claim, supplemental claim, or reopened claim is
115 ~~was~~ given to the insurer in accordance with the terms of the
116 policy within 2 ~~3~~ years after the date of loss ~~hurricane first~~
117 ~~made landfall or the windstorm caused the covered damage.~~ For
118 purposes of this section, the term "supplemental claim" or
119 "reopened claim" means any additional claim for recovery from
120 the insurer for losses ~~from the same hurricane or windstorm~~
121 ~~which~~ the insurer has previously adjusted pursuant to the
122 initial claim. This section does not affect any applicable
123 limitation on civil actions provided in s. 95.11 for claims,
124 supplemental claims, or reopened claims timely filed under this
125 section.

126 Section 5. Subsection (9) of section 627.7015, Florida



280944

127 Statutes, is amended, and subsection (10) is added to that
128 section, to read:

129 627.7015 Alternative procedure for resolution of disputed
130 property insurance claims.—

131 (9) For purposes of this section, the term "claim" refers
132 to any dispute between an insurer and a policyholder relating to
133 a material issue of fact other than a dispute:

134 (a) With respect to which the insurer has a reasonable
135 basis to suspect fraud;

136 (b) When, based on agreed-upon facts as to the cause of
137 loss, there is no coverage under the policy;

138 (c) With respect to which the insurer has a reasonable
139 basis to believe that the policyholder has intentionally made a
140 material misrepresentation of fact which is relevant to the
141 claim, and the entire request for payment of a loss has been
142 denied on the basis of the material misrepresentation;

143 (d) With respect to which the amount in controversy is less
144 than \$500, unless the parties agree to mediate a dispute
145 involving a lesser amount; or

146 (e) With respect to a ~~windstorm or hurricane~~ loss that does
147 not comply with s. 627.70132.

148 (10) A property insurance policy may require the
149 policyholder as a first-party claimant and a third party as an
150 assignee of the policy benefits to participate in mediation
151 pursuant to this section if requested by the insurer.

152 Section 6. Section 627.70152, Florida Statutes, is created
153 to read:

154 627.70152 Suits arising under a property insurance policy.—

155 (1) APPLICATION.—This section applies to all suits under a



280944

156 property insurance policy, including actions brought by an
157 assignee.

158 (2) DEFINITIONS.—As used in this section, the term:

159 (a) "Assignee" has the same meaning as in s. 627.7152.

160 (b) "Claimant" means an insured or assignee who is filing
161 suit under a property insurance policy.

162 (c) "Demand" means the specific amount alleged to be owed
163 by the insurer to the claimant under the property insurance
164 policy.

165 (d) "Demand-judgment quotient" means the quotient obtained
166 by dividing the judgment by the demand.

167 (e) "Incurred attorney fees" means the total amount of
168 attorney fees supported by sufficient evidence and determined by
169 the court to have been incurred by the claimant in bringing the
170 action.

171 (f) "Judgment" means damages recovered, if any, but does
172 not include any amount awarded for attorney fees, costs, or
173 interest.

174 (3) NOTICE.—

175 (a) As a condition precedent to filing a suit under a
176 property insurance policy, a claimant must provide the insurer a
177 written notice of intent to initiate litigation in accordance
178 with this section. Such notice must be served by certified mail,
179 return receipt requested, or electronic delivery at least 60
180 days before filing suit. However, such notice may not be served
181 before the insurer has made a determination of coverage under s.
182 627.70131. An attorney or other representative of the claimant
183 who provides such notice must provide a copy of the notice to
184 the claimant. The notice and any copy must specify:



280944

- 185 1. That the notice is being provided pursuant to this
186 section;
- 187 2. The alleged acts or omissions of the insurer giving rise
188 to the action;
- 189 3. The demand;
- 190 4. The amount of reasonable and necessary attorney fees
191 incurred by the claimant, to be calculated by multiplying the
192 number of hours actually worked on the claim as of the date of
193 the notice by the claimant's attorney by a reasonable hourly
194 rate; and
- 195 5. If provided by an attorney or other representative, that
196 a copy of the notice was provided to the claimant.
- 197 (b) As a precondition to filing suit, an assignee also
198 must:
- 199 1. Comply with s. 627.7152; and
- 200 2. Concurrent with the notice, provide the named insured,
201 the insurer, and the assignor, if not the named insured, a
202 detailed written invoice or estimate of services, including
203 itemized information on equipment, materials, and supplies; the
204 number of labor hours; and, in the case of work performed, proof
205 that the work has been performed in accordance with accepted
206 industry standards.
- 207 (c) A notice of intent to initiate litigation must be
208 served within the time limits provided in s. 95.11 and is not
209 required if the action is a counterclaim. Service of a notice
210 tolls the time limits provided in s. 95.11 for 60 days if such
211 time limits will expire before the end of the 60-day notice
212 period.
- 213 (d) A court must dismiss without prejudice any action



280944

214 relating to a claim for which a notice of intent to initiate
215 litigation is given as required by this subsection if such
216 action is commenced before the expiration of the 60-day notice
217 period, is brought by an insurer to whom notice was given, and
218 is against the claimant giving notice.

219 (4) ADMISSIBILITY OF NOTICE AND RESPONSE.—The notice
220 provided pursuant to subsection (3) and the submissions provided
221 pursuant to subparagraph (3) (b)2.:

222 (a) Are admissible as evidence in a civil action or an
223 alternative dispute resolution proceeding relating to the claim
224 for which the notice is given;

225 (b) Do not limit the evidence of attorney fees, damages, or
226 loss which may be offered at trial; and

227 (c) Do not relieve any obligation that an insured or
228 assignee has to give notice under any other provision of law.

229 (5) INSPECTION.—Within 30 days after an insurer receives
230 notice pursuant to subsection (3), the insurer may send a
231 written request to the insured or assignee to inspect,
232 photograph, or evaluate, in a reasonable manner and at a
233 reasonable time, the property that is the subject of the claim.
234 If reasonably possible, the insurer must complete the
235 inspection, photography, and evaluation not later than 60 days
236 after the insurer receives the presuit notice. After completing
237 the inspection, the insurer must conduct an internal review by a
238 duly-qualified claims adjuster to fairly and promptly evaluate
239 the claim. This section does not limit any right provided in a
240 property insurance policy or contract to inspect property.

241 (6) ABATEMENT.—

242 (a) In addition to taking any other action allowed by an



280944

243 insurance policy or a contract or by any other provision of law,
244 an insurer may file a motion to abate a suit under a property
245 insurance policy if the insurer:

246 1. Files the motion no later than the 30th day after the
247 insurer filed an original answer in the court in which the
248 action is pending; and

249 2. Did not receive notice required pursuant to subsection
250 (3) or requested an inspection pursuant to subsection (5) but
251 was not provided a reasonable opportunity to inspect,
252 photograph, or evaluate the property that is the subject of the
253 claim.

254 (b) The court shall abate the action if the court finds
255 that the insurer did not receive the notice required by
256 subsection (3) or requested an inspection pursuant to subsection
257 (5) but was not provided a reasonable opportunity to inspect,
258 photograph, or evaluate the property that is the subject of the
259 claim.

260 (c) The action is abated without a court order beginning on
261 the 11th day after the motion to abate is filed if the motion to
262 abate:

263 1. Is verified and states that the insurer did not receive
264 the notice required by subsection (3) or requested an inspection
265 pursuant to subsection (5) but was not provided a reasonable
266 opportunity to inspect, photograph, or evaluate the property
267 that is the subject of the claim; and

268 2. Is not controverted by an affidavit filed by the insured
269 or assignee within 10 days after the date the plea in abatement
270 is filed.

271 (d) An affidavit filed pursuant to subparagraph (c)2. must



280944

272 include as an attachment a copy of the written notice sent
273 pursuant to subsection (3) and state the date on which such
274 notice was given.

275 (e) Abatement under this subsection continues until the
276 later of:

277 1. Sixty days after the claimant provides notice to the
278 insurer in compliance with subsection (3); or

279 2. Fifty days after the insurer completes the requested
280 inspection, photographing, or evaluating of the property
281 pursuant to subsection (5).

282 (f) If an action is abated pursuant to this subsection, a
283 court may not compel during the abatement period participation
284 in mediation pursuant to s. 627.7015 or neutral evaluation
285 pursuant to s. 627.7074.

286 (7) ATTORNEY FEES.—

287 (a) Notwithstanding any other provision of law, in a suit
288 arising under a residential or commercial property insurance
289 policy, attorney fees and costs may be recovered by a claimant
290 only pursuant to s. 57.105 and this subsection. Attorney fees
291 may be awarded to a claimant under this section as follows:

292 1. If the demand-judgment quotient is greater than or equal
293 to 0.8, the full amount of incurred attorney fees may be
294 awarded.

295 2. If the demand-judgment quotient is equal to or greater
296 than 0.2 but less than 0.8, the attorney fees must equal the
297 product of multiplying the incurred attorney fees by the demand-
298 judgment quotient.

299 3. If the demand-judgment quotient is less than 0.2,
300 attorney fees may not be awarded.



280944

301 (b) If an insurer pleads and proves that it did not receive
302 notice that complies with subsection (3) and files such pleading
303 no later than the 30th day after the insurer files an original
304 answer in the court in which the action is pending, the court
305 may not award to the claimant any incurred attorney fees for
306 services rendered after the date on which the insurer files such
307 pleading with the court.

308 (c) If a claimant commences an action in any court of this
309 state based upon or including the same claim against the same
310 adverse party that such insured or assignee has previously
311 voluntarily dismissed in a court of this state, the court may
312 order the insured or assignee to pay the attorney fees and costs
313 of the adverse party resulting from the action previously
314 voluntarily dismissed. The court shall stay the proceedings in
315 the subsequent action until the insured or assignee has complied
316 with the order.

317 Section 7. Section 627.70153, Florida Statutes, is created
318 to read:

319 627.70153 Consolidation of residential property insurance
320 actions.—Each party that is aware of ongoing multiple actions
321 involving coverage provided under the same residential property
322 insurance policy for the same property with the same owners must
323 provide written notice to the court of the multiple actions.
324 Upon notification of any party, the court may order that the
325 actions be consolidated and transferred to the court having
326 jurisdiction based on the total amount in controversy of all
327 consolidated claims. If multiple cases are pending in circuit
328 courts, the cases may be consolidated based on the date on which
329 the first case was filed.



280944

330 Section 8. Paragraphs (d) through (g) of subsection (1),
331 paragraph (a) of subsection (2), and subsections (5), (9), and
332 (10) of section 627.7152, Florida Statutes, are amended to read:

333 627.7152 Assignment agreements.—

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

335 ~~(d) "Disputed amount" means the difference between the~~
336 ~~assignee's presuit settlement demand and the insurer's presuit~~
337 ~~settlement offer.~~

338 ~~(e) "Judgment obtained" means damages recovered, if any,~~
339 ~~but does not include any amount awarded for attorney fees,~~
340 ~~costs, or interest.~~

341 ~~(f) "Presuit settlement demand" means the demand made by~~
342 ~~the assignee in the written notice of intent to initiate~~
343 ~~litigation as required by paragraph (9) (a).~~

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

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

348 1. Be in writing and executed by and between the assignor
349 and the assignee.

350 2. Contain a provision that allows the assignor to rescind
351 the assignment agreement without a penalty or fee by submitting
352 a written notice of rescission signed by the assignor to the
353 assignee within 14 days after the execution of the agreement, at
354 least 30 days after the date work on the property is scheduled
355 to commence if the assignee has not substantially performed, or
356 at least 30 days after the execution of the agreement if the
357 agreement does not contain a commencement date and the assignee
358 has not begun substantial work on the property.



280944

359 3. Contain a provision requiring the assignee to provide a
360 copy of the executed assignment agreement to the insurer and the
361 named insured within 3 business days after the date on which the
362 assignment agreement is executed or the date on which work
363 begins, whichever is earlier. Delivery of the copy of the
364 assignment agreement to the insurer and the named insured may be
365 made:

366 a. By personal service, overnight delivery, or electronic
367 transmission, with evidence of delivery in the form of a receipt
368 or other paper or electronic acknowledgment by the insurer or
369 named insured, as applicable; or

370 b. To the location designated for the insurer's receipt of
371 such agreements as specified in the policy.

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

374 5. Relate only to work to be performed by the assignee for
375 services to protect, repair, restore, or replace a dwelling or
376 structure or to mitigate against further damage to such
377 property.

378 6. Contain the following notice in 18-point uppercase and
379 boldfaced type:

380
381 YOU ARE AGREEING TO GIVE UP CERTAIN RIGHTS YOU HAVE
382 UNDER YOUR INSURANCE POLICY TO A THIRD PARTY, WHICH
383 MAY RESULT IN LITIGATION AGAINST YOUR INSURER. PLEASE
384 READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING IT.
385 YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT WITHOUT
386 PENALTY WITHIN 14 DAYS AFTER THE DATE THIS AGREEMENT
387 IS EXECUTED, AT LEAST 30 DAYS AFTER THE DATE WORK ON



280944

388 THE PROPERTY IS SCHEDULED TO COMMENCE IF THE ASSIGNEE
389 HAS NOT SUBSTANTIALLY PERFORMED, OR AT LEAST 30 DAYS
390 AFTER THE EXECUTION OF THE AGREEMENT IF THE AGREEMENT
391 DOES NOT CONTAIN A COMMENCEMENT DATE AND THE ASSIGNEE
392 HAS NOT BEGUN SUBSTANTIAL WORK ON THE PROPERTY.
393 HOWEVER, YOU ARE OBLIGATED FOR PAYMENT OF ANY
394 CONTRACTED WORK PERFORMED BEFORE THE AGREEMENT IS
395 RESCINDED. THIS AGREEMENT DOES NOT CHANGE YOUR
396 OBLIGATION TO PERFORM THE DUTIES REQUIRED UNDER YOUR
397 PROPERTY INSURANCE POLICY.

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

404 (5) An assignment agreement and this section do not modify
405 or eliminate:

406 (a) Any term, condition, or defense relating to any managed
407 repair arrangement provided in the policy.

408 (b) The right of an insurer to communicate directly with
409 the named insured if such insured is not represented by counsel.

410 ~~(9) (a) An assignee must provide the named insured, insurer,~~
411 ~~and the assignor, if not the named insured, with a written~~
412 ~~notice of intent to initiate litigation before filing suit under~~
413 ~~the policy. Such notice must be served by certified mail, return~~
414 ~~receipt requested, or electronic delivery at least 10 business~~
415 ~~days before filing suit, but may not be served before the~~
416 ~~insurer has made a determination of coverage under s. 627.70131.~~



280944

417 ~~The notice must specify the damages in dispute, the amount~~
418 ~~claimed, and a presuit settlement demand. Concurrent with the~~
419 ~~notice, and as a precondition to filing suit, the assignee must~~
420 ~~provide the named insured, insurer, and the assignor, if not the~~
421 ~~named insured, a detailed written invoice or estimate of~~
422 ~~services, including itemized information on equipment,~~
423 ~~materials, and supplies; the number of labor hours; and, in the~~
424 ~~case of work performed, proof that the work has been performed~~
425 ~~in accordance with accepted industry standards.~~

426 ~~(b) An insurer must respond in writing to the notice within~~
427 ~~10 business days after receiving the notice specified in~~
428 ~~paragraph (a) by making a presuit settlement offer or requiring~~
429 ~~the assignee to participate in appraisal or other method of~~
430 ~~alternative dispute resolution under the policy. An insurer must~~
431 ~~have a procedure for the prompt investigation, review, and~~
432 ~~evaluation of the dispute stated in the notice and must~~
433 ~~investigate each claim contained in the notice in accordance~~
434 ~~with the Florida Insurance Code.~~

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

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

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

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



280944

446 ~~fees.~~

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

449 ~~(b) If the insurer fails to inspect the property or provide~~
450 ~~written or oral authorization for repairs within 7 calendar days~~
451 ~~after the first notice of loss, the insurer waives its right to~~
452 ~~an award of attorney fees under this subsection. If the failure~~
453 ~~to inspect the property or provide written or oral authorization~~
454 ~~for repairs is the result of an event for which the Governor had~~
455 ~~declared a state of emergency under s. 252.36, factors beyond~~
456 ~~the control of the insurer which reasonably prevented an~~
457 ~~inspection or written or oral authorization for repairs, or the~~
458 ~~named insured's failure or inability to allow an inspection of~~
459 ~~the property after a request by the insurer, the insurer does~~
460 ~~not waive its right to an award of attorney fees under this~~
461 ~~subsection.~~

462 ~~(c) If an assignee commences an action in any court of this~~
463 ~~state based upon or including the same claim against the same~~
464 ~~adverse party that such assignee has previously voluntarily~~
465 ~~dismissed in a court of this state, the court may order the~~
466 ~~assignee to pay the attorney fees and costs of the adverse party~~
467 ~~resulting from the action previously voluntarily dismissed. The~~
468 ~~court shall stay the proceedings in the subsequent action until~~
469 ~~the assignee has complied with the order.~~

470 Section 9. The Supreme Court of Florida is requested to
471 amend the Rules of Professional Conduct of the Rules Regulating
472 The Florida Bar to require that, when a recovery judgment has
473 been awarded in a residential or commercial residential property
474 claim, each participating lawyer or law firm must provide



280944

475 closing statements itemizing the amount of the fee received by
476 each participating lawyer or law firm, costs, and expenses to
477 the Department of Financial Services.

478 Section 10. This act shall take effect July 1, 2021.

479

480 ===== T I T L E A M E N D M E N T =====

481 And the title is amended as follows:

482 Delete everything before the enacting clause
483 and insert:

484 A bill to be entitled
485 An act relating to property insurance; amending s.
486 626.9373, F.S.; providing that, for certain attorney
487 fees awarded for claims arising under surplus lines
488 property insurance policies, a strong presumption is
489 created that a lodestar fee is sufficient and
490 reasonable; providing that such presumption may be
491 rebutted only under certain circumstances; defining
492 terms; providing for an award of attorney fees for
493 certain claims under specified circumstances; amending
494 s. 627.428, F.S.; providing that, for certain attorney
495 fees awarded for claims arising under property
496 insurance policies, a strong presumption is created
497 that a lodestar fee is sufficient and reasonable;
498 providing that such presumption may be rebutted only
499 under certain circumstances; amending s. 627.7011,
500 F.S.; providing that certain provisions relating to
501 homeowners' policies, offers of replacement cost
502 coverage, and offers of law and ordinance coverage do
503 not prohibit insurers from providing specified



280944

504 property insurance policies by including roof surface
505 reimbursement schedules; providing requirements for
506 roof surface reimbursement schedules; prohibiting
507 application of a roof surface reimbursement schedule
508 under certain circumstances; providing that certain
509 provisions relating to homeowners' policies, offers of
510 replacement cost coverage, and offers of law and
511 ordinance coverage do not prohibit insurers from
512 providing specified property insurance policies by
513 offering roof reimbursement on the basis of
514 replacement costs; providing that certain provisions
515 relating to homeowners' policies, offers of
516 replacement cost coverage, and offers of law and
517 ordinance coverage do not prohibit insurers from
518 providing coverage on specified property insurance
519 policies for a roof that is limited to a certain
520 value; providing that a stated value sublimit of
521 coverage may not be applied to a roof in certain
522 circumstances; amending s. 627.70132, F.S.; revising
523 property insurance coverages for which a notice of
524 claim must be given to the insurer within a specified
525 timeframe; revising the timeframe for providing
526 notices of property insurance claims; revising the
527 definitions of the terms "supplemental claim" and
528 "reopened claim"; amending s. 627.7015, F.S.;
529 conforming a provision to changes made by the act;
530 authorizing property insurance policies to require
531 policyholders and assignees to participate in
532 mediation; creating s. 627.70152, F.S.; providing



280944

533 applicability; defining terms; requiring notice of
534 intent to initiate litigation; specifying requirements
535 for such notice; specifying an assignee's presuit
536 obligations; specifying the timeframe within which a
537 notice of intent to initiate litigation must be
538 served; requiring dismissal of certain actions under
539 specified circumstances; specifying the admissibility
540 of certain evidence; providing construction;
541 authorizing an insurer to request to inspect,
542 photograph, or evaluate certain property; specifying
543 requirements for such inspections, photographs, and
544 evaluations; authorizing motions to abate suits under
545 property insurance policies; specifying conditions for
546 abatement; providing for an award of attorney fees for
547 certain claims under specified circumstances;
548 providing for an award of attorney fees following a
549 voluntary dismissal under certain circumstances;
550 requiring the court to stay proceedings under certain
551 circumstances; creating s. 627.70153, F.S.; requiring
552 parties that are aware of certain residential property
553 insurance claims to notify the court of multiple
554 proceedings; authorizing the court to consolidate
555 certain residential property insurance claims upon
556 notification of any party; amending s. 627.7152, F.S.;
557 deleting definitions; requiring assignment agreements
558 to be provided to named insureds; providing that
559 assignment agreements do not modify the right of
560 insurers to communicate directly with unrepresented
561 named insureds; deleting a requirement for a notice of



280944

562 intent to initiate litigation; deleting requirements
563 for such notice; deleting a requirement for a written
564 response to the notice of intent to initiate
565 litigation; deleting requirements for such response;
566 deleting a provision related to an award of reasonable
567 attorney fees and costs for certain claims arising
568 under an assignment agreement; deleting a provision
569 related to an award of reasonable attorney fees and
570 costs following a voluntary dismissal under certain
571 circumstances; deleting a requirement for the court to
572 stay proceedings under certain circumstances;
573 requesting the Florida Supreme Court to amend rules to
574 require participating lawyers or firms to provide
575 closing statements to the department under certain
576 circumstances; providing an effective date.