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LEGISLATIVE ACTION

Senate

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House

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The Committee on Rules (Boyd) recommended the following:

**Senate Amendment (with title amendment)**

Delete everything after the enacting clause  
and insert:

Section 1. Subsection (3) is added to section 626.9373,  
Florida Statutes, to read:

626.9373 Attorney's fees.—

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

1. "Assignee" has the same meaning as in s. 627.7152.

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



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12        3. "Demand" means the specific amount alleged to be owed by  
13 the insurer to the claimant under the property insurance policy.

14        4. "Demand-judgment quotient" means the quotient obtained  
15 by dividing the judgment by the demand.

16        5. "Incurred attorney fees" means the total amount of  
17 attorney fees supported by sufficient evidence and determined by  
18 the court to have been incurred by the claimant in bringing the  
19 action.

20        6. "Judgment" means damages recovered, if any, but does not  
21 include any amount awarded for attorney fees, costs, or  
22 interest.

23        (b) Notwithstanding any other provision of law, in a suit  
24 arising under a residential or commercial property insurance  
25 policy, attorney fees and costs may be recovered only pursuant  
26 to s. 57.105 and this subsection. Attorney fees may be awarded  
27 under this section as follows:

28        1. If the demand-judgment quotient is greater than or equal  
29 to 0.8, the full amount of incurred attorney fees may be awarded  
30 to the claimant.

31        2. If the demand-judgment quotient is equal to or greater  
32 than 0.2 but less than 0.8, the attorney fees awarded to the  
33 claimant must equal the product of multiplying the incurred  
34 attorney fees by the demand-judgment quotient.

35        3. If the demand-judgment quotient is less than 0.2, a  
36 claimant may not be awarded attorney fees; however, the full  
37 amount of attorney fees incurred may be awarded to the insurer  
38 if the claimant is an assignee.

39        (c) In an award of attorney fees under this subsection, a  
40 strong presumption is created that a lodestar fee is sufficient



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41 and reasonable. Such presumption may be rebutted only in a rare  
42 and exceptional circumstance with evidence that competent  
43 counsel could not be retained in a reasonable manner.

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

46 627.428 Attorney fees.—

47 (4) This section does not apply to a judgment or decree  
48 entered by any of court of this state against a commercial or  
49 residential property insurer.

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

52 627.7011 Homeowners' policies; offer of replacement cost  
53 coverage and law and ordinance coverage.—

54 (5) This section does not:

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

60 1. Provide reimbursement for repair, replacement, and  
61 installation based on the annual age of a roof covering type.

62 2. Provide full replacement coverage for any roof covering  
63 type less than 10 years old.

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

67 a. Seventy percent for a metal roof type.

68 b. Forty percent for a concrete tile and clay tile roof  
69 type.



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70 c. Forty percent for a wood shake and wood shingle roof  
71 type.

72 d. Twenty-five percent for all other roof types.

73 4. Include at the top of the schedule, in bold type no  
74 smaller than 12 points, the following statement:

75  
76 "PLEASE DISCUSS WITH YOUR INSURANCE AGENT. YOU ARE ELECTING TO  
77 PURCHASE COVERAGE ON YOUR ROOF ACCORDING TO A ROOF COVERING  
78 REIMBURSEMENT SCHEDULE. IF YOUR ROOF IS DAMAGED BY A COVERED  
79 PERIL, YOU WILL RECEIVE A PAYMENT AMOUNT FOR YOUR ROOF ACCORDING  
80 TO THE SCHEDULE BELOW. BE ADVISED THAT THIS MAY RESULT IN YOU  
81 HAVING TO PAY SIGNIFICANT COSTS TO REPAIR OR REPLACE YOUR ROOF.  
82 PLEASE DISCUSS WITH YOUR INSURANCE AGENT."

83  
84 5. Allow for all actuarially sound methods of s. 627.062 to  
85 apply.

86 6. Be approved by the office.

87 7. Be provided to the insured with the policy documents at  
88 issuance and renewal.

89  
90 A roof covering reimbursement schedule may not be applied to a  
91 roof if there is a total loss to a primary structure in  
92 accordance with the valued policy law under s. 627.702 which is  
93 caused by a covered peril.

94 (g) Prohibit an insurer that provides roof reimbursement on  
95 the basis of a roof covering reimbursement schedule from also  
96 offering roof reimbursement on the basis of replacement costs.

97 (h) Prohibit an insurer, notwithstanding paragraph (1)(a),  
98 from providing coverage on a personal lines residential property



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99 insurance policy by limiting coverage for a roof to a stated  
100 value sublimit of coverage. A stated value sublimit of coverage  
101 may not be applied to a roof if there is a total loss to the  
102 primary structure in accordance with the valued policy law under  
103 s. 627.702 which is caused by a covered peril.

104 Section 4. Section 627.70132, Florida Statutes, is amended  
105 to read:

106 627.70132 Notice of property insurance ~~windstorm or~~  
107 ~~hurricane~~ claim.—A claim, supplemental claim, or reopened claim  
108 under an insurance policy that provides property insurance, as  
109 defined in s. 624.604, including a property insurance policy  
110 issued by an eligible surplus lines insurer, for loss or damage  
111 ~~caused by the peril of windstorm or hurricane~~ is barred unless  
112 notice of the claim, supplemental claim, or reopened claim is  
113 ~~was~~ given to the insurer in accordance with the terms of the  
114 policy within 2 ~~3~~ years after the date of loss ~~hurricane first~~  
115 ~~made landfall or the windstorm caused the covered damage.~~ For  
116 purposes of this section, the term “supplemental claim” or  
117 “reopened claim” means any additional claim for recovery from  
118 the insurer for losses ~~from the same hurricane or windstorm~~  
119 ~~which~~ the insurer has previously adjusted pursuant to the  
120 initial claim. This section does not affect any applicable  
121 limitation on civil actions provided in s. 95.11 for claims,  
122 supplemental claims, or reopened claims timely filed under this  
123 section.

124 Section 5. Subsection (9) of section 627.7015, Florida  
125 Statutes, is amended, and subsection (10) is added to that  
126 section, to read:

127 627.7015 Alternative procedure for resolution of disputed



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128 property insurance claims.-

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

132 (a) With respect to which the insurer has a reasonable  
133 basis to suspect fraud;

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

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

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

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

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

150 Section 6. Section 627.70152, Florida Statutes, is created  
151 to read:

152 627.70152 Suits arising under a property insurance policy.-

153 (1) APPLICATION.-This section applies to all suits under a  
154 property insurance policy, including actions brought by an  
155 assignee.

156 (2) DEFINITIONS.-As used in this section, the term:



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157        (a) "Assignee" has the same meaning as in s. 627.7152.  
158        (b) "Claimant" means an insured or assignee who is filing  
159 suit under a property insurance policy.  
160        (c) "Demand" means the specific amount alleged to be owed  
161 by the insurer to the claimant under the property insurance  
162 policy.  
163        (d) "Demand-judgment quotient" means the quotient obtained  
164 by dividing the judgment by the demand.  
165        (e) "Incurred attorney fees" means the total amount of  
166 attorney fees supported by sufficient evidence and determined by  
167 the court to have been incurred by the claimant in bringing the  
168 action.  
169        (f) "Judgment" means damages recovered, if any, but does  
170 not include any amount awarded for attorney fees, costs, or  
171 interest.  
172        (3) NOTICE.—  
173        (a) As a condition precedent to filing a suit under a  
174 property insurance policy, a claimant must provide the insurer a  
175 written notice of intent to initiate litigation in accordance  
176 with this section. A claimant who is an assignee must also  
177 provide such notice to the named insured or the assignor, if not  
178 the named insured. 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:  
185        1. That the notice is being provided pursuant to this



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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  
198 The notice and any copy must be accompanied by a detailed  
199 written invoice or estimate of services, including itemized  
200 information on equipment, materials, and supplies; the number of  
201 labor hours; and, in the case of work performed, proof that the  
202 work has been performed in accordance with accepted industry  
203 standards.

204 (b) As a precondition to filing suit, an assignee also must  
205 comply with s. 627.7152.

206 (c) A notice of intent to initiate litigation must be  
207 served within the time limits provided in s. 95.11 and is not  
208 required if the action is a counterclaim. Service of a notice  
209 tolls the time limits provided in s. 95.11 for 60 days if such  
210 time limits will expire before the end of the 60-day notice  
211 period.

212 (d) A court must dismiss without prejudice any action  
213 relating to a claim for which a notice of intent to initiate  
214 litigation is given as required by this subsection if such





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215 action is commenced before the expiration of the 60-day notice  
216 period, is brought by an insurer to whom notice was given, and  
217 is against the claimant giving notice.

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

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

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

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

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

240 (6) ABATEMENT.—

241 (a) In addition to taking any other action allowed by an  
242 insurance policy or a contract or by any other provision of law,  
243 an insurer may file a motion to abate a suit under a property



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244 insurance policy if the insurer:

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

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

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

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

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

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

270 (d) An affidavit filed pursuant to subparagraph (c)2. must  
271 include as an attachment a copy of the written notice sent  
272 pursuant to subsection (3) and state the date on which such



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273 notice was given.

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

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

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

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

285 (7) ATTORNEY FEES.—

286 (a) Notwithstanding any other provision of law, in a suit  
287 arising under a residential or commercial property insurance  
288 policy, attorney fees and costs may be recovered only pursuant  
289 to s. 57.105 and this subsection. An award of attorney fees and  
290 costs may include only attorney fees and costs incurred after  
291 the suit is filed and may not include attorney fees and costs  
292 incurred while a suit is in abatement pursuant to this section.  
293 Attorney fees may be awarded under this section as follows:

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

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

301 3. If the demand-judgment quotient is less than 0.2, a



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302 claimant may not be awarded attorney fees; however, the full  
303 amount of attorney fees incurred may be awarded to the insurer  
304 if the claimant is an assignee.

305 (b) In an award of attorney fees under this subsection, a  
306 strong presumption is created that a lodestar fee is sufficient  
307 and reasonable. Such presumption may be rebutted only in a rare  
308 and exceptional circumstance with evidence that competent  
309 counsel could not be retained in a reasonable manner.

310 (c) If an insurer pleads and proves that it did not receive  
311 notice that complies with subsection (3) and files such pleading  
312 no later than the 30th day after the insurer files an original  
313 answer in the court in which the action is pending, the court  
314 may not award to the claimant any incurred attorney fees for  
315 services rendered after the date on which the insurer files such  
316 pleading with the court.

317 (d) If a claimant commences an action in any court of this  
318 state based upon or including the same claim against the same  
319 adverse party that such insured or assignee has previously  
320 voluntarily dismissed in a court of this state, the court may  
321 order the insured or assignee to pay the attorney fees and costs  
322 of the adverse party resulting from the action previously  
323 voluntarily dismissed. The court shall stay the proceedings in  
324 the subsequent action until the insured or assignee has complied  
325 with the order.

326 Section 7. Section 627.70153, Florida Statutes, is created  
327 to read:

328 627.70153 Consolidation of residential property insurance  
329 actions.—Each party that is aware of ongoing multiple actions  
330 involving coverage provided under the same residential property



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331 insurance policy for the same property with the same owners must  
332 provide written notice to the court of the multiple actions.  
333 Upon notification of any party, the court may order that the  
334 actions be consolidated and transferred to the court having  
335 jurisdiction based on the total amount in controversy of all  
336 consolidated claims. If multiple cases are pending in circuit  
337 courts, the cases may be consolidated based on the date on which  
338 the first case was filed.

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

342 627.7152 Assignment agreements.-

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

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

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

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

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

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

357 1. Be in writing and executed by and between the assignor  
358 and the assignee.

359 2. Contain a provision that allows the assignor to rescind



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360 the assignment agreement without a penalty or fee by submitting  
361 a written notice of rescission signed by the assignor to the  
362 assignee within 14 days after the execution of the agreement, at  
363 least 30 days after the date work on the property is scheduled  
364 to commence if the assignee has not substantially performed, or  
365 at least 30 days after the execution of the agreement if the  
366 agreement does not contain a commencement date and the assignee  
367 has not begun substantial work on the property.

368 3. Contain a provision requiring the assignee to provide a  
369 copy of the executed assignment agreement to the insurer and the  
370 named insured within 3 business days after the date on which the  
371 assignment agreement is executed or the date on which work  
372 begins, whichever is earlier. Delivery of the copy of the  
373 assignment agreement to the insurer and the named insured may be  
374 made:

375 a. By personal service, overnight delivery, or electronic  
376 transmission, with evidence of delivery in the form of a receipt  
377 or other paper or electronic acknowledgment by the insurer or  
378 named insured, as applicable; or

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

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

383 5. Relate only to work to be performed by the assignee for  
384 services to protect, repair, restore, or replace a dwelling or  
385 structure or to mitigate against further damage to such  
386 property.

387 6. Contain the following notice in 18-point uppercase and  
388 boldfaced type:



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YOU ARE AGREEING TO GIVE UP CERTAIN RIGHTS YOU HAVE UNDER YOUR INSURANCE POLICY TO A THIRD PARTY, WHICH MAY RESULT IN LITIGATION AGAINST YOUR INSURER. PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING IT. YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT WITHOUT PENALTY WITHIN 14 DAYS AFTER THE DATE THIS AGREEMENT IS EXECUTED, AT LEAST 30 DAYS AFTER THE DATE WORK ON THE PROPERTY IS SCHEDULED TO COMMENCE IF THE ASSIGNEE HAS NOT SUBSTANTIALLY PERFORMED, OR AT LEAST 30 DAYS AFTER THE EXECUTION OF THE AGREEMENT IF THE AGREEMENT DOES NOT CONTAIN A COMMENCEMENT DATE AND THE ASSIGNEE HAS NOT BEGUN SUBSTANTIAL WORK ON THE PROPERTY. HOWEVER, YOU ARE OBLIGATED FOR PAYMENT OF ANY CONTRACTED WORK PERFORMED BEFORE THE AGREEMENT IS RESCINDED. THIS AGREEMENT DOES NOT CHANGE YOUR OBLIGATION TO PERFORM THE DUTIES REQUIRED UNDER YOUR PROPERTY INSURANCE POLICY.

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

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

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

(b) The right of an insurer to communicate directly with



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418 the named insured.

419 ~~(9) (a) An assignee must provide the named insured, insurer,~~  
420 ~~and the assignor, if not the named insured, with a written~~  
421 ~~notice of intent to initiate litigation before filing suit under~~  
422 ~~the policy. Such notice must be served by certified mail, return~~  
423 ~~receipt requested, or electronic delivery at least 10 business~~  
424 ~~days before filing suit, but may not be served before the~~  
425 ~~insurer has made a determination of coverage under s. 627.70131.~~  
426 ~~The notice must specify the damages in dispute, the amount~~  
427 ~~claimed, and a presuit settlement demand. Concurrent with the~~  
428 ~~notice, and as a precondition to filing suit, the assignee must~~  
429 ~~provide the named insured, insurer, and the assignor, if not the~~  
430 ~~named insured, a detailed written invoice or estimate of~~  
431 ~~services, including itemized information on equipment,~~  
432 ~~materials, and supplies; the number of labor hours; and, in the~~  
433 ~~case of work performed, proof that the work has been performed~~  
434 ~~in accordance with accepted industry standards.~~

435 ~~(b) An insurer must respond in writing to the notice within~~  
436 ~~10 business days after receiving the notice specified in~~  
437 ~~paragraph (a) by making a presuit settlement offer or requiring~~  
438 ~~the assignee to participate in appraisal or other method of~~  
439 ~~alternative dispute resolution under the policy. An insurer must~~  
440 ~~have a procedure for the prompt investigation, review, and~~  
441 ~~evaluation of the dispute stated in the notice and must~~  
442 ~~investigate each claim contained in the notice in accordance~~  
443 ~~with the Florida Insurance Code.~~

444 ~~(10) Notwithstanding any other provision of law, in a suit~~  
445 ~~related to an assignment agreement for post-loss claims arising~~  
446 ~~under a residential or commercial property insurance policy,~~





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447 ~~attorney fees and costs may be recovered by an assignee only~~  
448 ~~under s. 57.105 and this subsection.~~

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

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

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

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

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

471 ~~(c) If an assignee commences an action in any court of this~~  
472 ~~state based upon or including the same claim against the same~~  
473 ~~adverse party that such assignee has previously voluntarily~~  
474 ~~dismissed in a court of this state, the court may order the~~  
475 ~~assignee to pay the attorney fees and costs of the adverse party~~



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476 ~~resulting from the action previously voluntarily dismissed. The~~  
477 ~~court shall stay the proceedings in the subsequent action until~~  
478 ~~the assignee has complied with the order.~~

479 Section 9. The Supreme Court of Florida is requested to  
480 amend the Rules of Professional Conduct of the Rules Regulating  
481 The Florida Bar to require that, when a recovery judgment has  
482 been awarded in a residential or commercial residential property  
483 claim, each defense and plaintiff lawyer or law firm must  
484 provide closing statements itemizing the amount of the fee  
485 received by each defense and plaintiff lawyer or law firm,  
486 costs, and expenses to the Department of Financial Services.

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

488  
489 ===== T I T L E A M E N D M E N T =====

490 And the title is amended as follows:

491 Delete everything before the enacting clause  
492 and insert:

493 A bill to be entitled  
494 An act relating to property insurance; amending s.  
495 626.9373, F.S.; defining terms; providing for an award  
496 of attorney fees for certain claims under specified  
497 circumstances; providing that, for certain attorney  
498 fees awarded for claims arising under surplus lines  
499 property insurance policies, a strong presumption is  
500 created that a lodestar fee is sufficient and  
501 reasonable; providing that such presumption may be  
502 rebutted only under certain circumstances; amending s.  
503 627.428, F.S.; providing applicability; amending s.  
504 627.7011, F.S.; providing that certain provisions



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



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534 act; authorizing property insurance policies to  
535 require policyholders and assignees to participate in  
536 mediation; creating s. 627.70152, F.S.; providing  
537 applicability; defining terms; requiring notice of  
538 intent to initiate litigation; specifying requirements  
539 for such notice; specifying an assignee's presuit  
540 obligations; specifying the timeframe within which a  
541 notice of intent to initiate litigation must be  
542 served; requiring dismissal of certain actions under  
543 specified circumstances; specifying the admissibility  
544 of certain evidence; providing construction;  
545 authorizing an insurer to request to inspect,  
546 photograph, or evaluate certain property; specifying  
547 requirements for such inspections, photographs, and  
548 evaluations; authorizing motions to abate suits under  
549 property insurance policies; specifying conditions for  
550 abatement; providing for an award of attorney fees for  
551 certain claims under specified circumstances;  
552 providing that, for certain attorney fees awarded for  
553 claims arising under property insurance policies, a  
554 strong presumption is created that a lodestar fee is  
555 sufficient and reasonable; providing that such  
556 presumption may be rebutted only under certain  
557 circumstances; providing for an award of attorney fees  
558 following a voluntary dismissal under certain  
559 circumstances; requiring the court to stay proceedings  
560 under certain circumstances; creating s. 627.70153,  
561 F.S.; requiring parties that are aware of certain  
562 residential property insurance claims to notify the



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563 court of multiple proceedings; authorizing the court  
564 to consolidate certain residential property insurance  
565 claims upon notification of any party; amending s.  
566 627.7152, F.S.; deleting definitions; requiring  
567 assignment agreements to be provided to named  
568 insureds; providing that assignment agreements do not  
569 modify the right of insurers to communicate directly  
570 with named insureds; deleting a requirement for a  
571 notice of intent to initiate litigation; deleting  
572 requirements for such notice; deleting a requirement  
573 for a written response to the notice of intent to  
574 initiate litigation; deleting requirements for such  
575 response; deleting a provision related to an award of  
576 reasonable attorney fees and costs for certain claims  
577 arising under an assignment agreement; deleting a  
578 provision related to an award of reasonable attorney  
579 fees and costs following a voluntary dismissal under  
580 certain circumstances; deleting a requirement for the  
581 court to stay proceedings under certain circumstances;  
582 requesting the Florida Supreme Court to amend rules to  
583 require defense and plaintiff lawyers or firms to  
584 provide closing statements to the department under  
585 certain circumstances; providing an effective date.