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LEGISLATIVE ACTION

Senate	.	House
Comm: RS	.	
02/27/2024	.	
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	.	
	.	

The Committee on Rules (Burton) recommended the following:

Senate Amendment (with title amendment)

Delete lines 91 - 898
and insert:
subordinate lienholder, the court may ~~shall~~ order the clerk to deduct any applicable service charges from the surplus and pay the remainder to the owner of record. Any person representing an owner of record in claiming the surplus shall disclose to the court the total amount of compensation and other fees to be paid to himself or herself and may not charge the owner of record more than 5 percent of the surplus or \$1,000, whichever is



12 greater. The clerk may establish a reasonable requirement that
13 the owner of record prove his or her identity before receiving
14 the disbursement. The clerk may assist an owner of record in
15 making a claim. An owner of record may use the following form in
16 making a claim:

17
18 (Caption of Action)

19
20 OWNER'S CLAIM FOR
21 MORTGAGE FORECLOSURE SURPLUS
22

23 State of
24 County of

25 Under penalty of perjury, I (we) hereby certify that:

26 1. I was (we were) the owner of the following described
27 real property in County, Florida, prior to the foreclosure
28 sale and as of the date of the filing of the lis pendens:

29
30 ...(Legal description of real property)...

31
32 2. I (we) do not owe any money on any mortgage on the
33 property that was foreclosed other than the one that was paid
34 off by the foreclosure.

35 3. I (we) do not owe any money that is the subject of an
36 unpaid judgment, tax warrant, condominium lien, cooperative
37 lien, or homeowners' association.

38 4. I am (we are) not currently in bankruptcy.

39 5. I (we) have not sold or assigned my (our) right to the
40 mortgage surplus.



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41 6. My (our) new address is:

42 7. If there is more than one owner entitled to the surplus,
43 we have agreed that the surplus should be paid jointly, or
44 to:, at the following address:

45 8. I (WE) UNDERSTAND THAT I (WE) AM (ARE) NOT REQUIRED TO
46 HAVE A LAWYER OR ANY OTHER REPRESENTATION AND I (WE) DO NOT HAVE
47 TO ASSIGN MY (OUR) RIGHTS TO ANYONE ELSE IN ORDER TO CLAIM ANY
48 MONEY TO WHICH I (WE) MAY BE ENTITLED.

49 9. I (WE) UNDERSTAND THAT THIS STATEMENT IS GIVEN UNDER
50 OATH, AND IF ANY STATEMENTS ARE UNTRUE THAT I (WE) MAY BE
51 PROSECUTED CRIMINALLY FOR PERJURY.

52
53 ... (Signatures) ...

54
55 Sworn to (or affirmed) and subscribed before me this
56 day of, ... (year) ..., by ... (name of person making
57 statement)

58 ... (Signature of Notary Public - State of Florida) ...

59 ... (Print, Type, or Stamp Commissioned Name of Notary
60 Public) ...

61
62 Personally Known OR Produced Identification
63 Type of Identification Produced.....

64 (b) If any person other than the owner of record claims an
65 interest in the proceeds prior to the date that the clerk
66 reports the surplus as unclaimed or if the owner of record files
67 a claim for the surplus but acknowledges that one or more other
68 persons may be entitled to part or all of the surplus, the court
69 shall set an evidentiary hearing to determine entitlement to the



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70 surplus. At the evidentiary hearing, an equity assignee has the
71 burden of proving that he or she is entitled to some or all of
72 the surplus funds. The court may grant summary judgment to a
73 subordinate lienholder prior to or at the evidentiary hearing.
74 The court shall consider the factors in s. 45.033 when hearing a
75 claim that any person other than a subordinate lienholder or the
76 owner of record is entitled to the surplus funds and shall hold
77 any such claim that fails to qualify under s. 45.033 invalid.

78 (4) Any nonprofit organization has unconditional standing
79 to appear in any matter to oppose agreements that do not comply
80 with this section or s. 45.033. If it is the prevailing party,
81 the nonprofit organization is entitled to fees and costs,
82 payable from the surplus, equal to the lesser of 5 percent of
83 the surplus, or the fee stated in the opposed agreement.

84 Section 2. Paragraphs (a), (b), and (d) of subsection (3)
85 and subsections (5) and (6) of section 45.033, Florida Statutes,
86 are amended, to read:

87 45.033 Sale or assignment of rights to surplus funds in a
88 property subject to foreclosure.—

89 (3) A voluntary transfer or assignment shall be a transfer
90 or assignment qualified under this subsection, thereby entitling
91 the transferee or assignee to the surplus funds or a portion or
92 percentage of the surplus funds, if:

93 (a) The transfer or assignment is in writing and the
94 instrument:

95 1. Is executed after the foreclosure sale ~~If executed prior~~
96 ~~to the foreclosure sale, includes a financial disclosure that~~
97 ~~specifies the assessed value of the property, a statement that~~
98 ~~the assessed value may be lower than the actual value of the~~



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99 ~~property, the approximate amount of any debt encumbering the~~
100 ~~property, and the approximate amount of any equity in the~~
101 ~~property. If the instrument was executed after the foreclosure~~
102 ~~sale, the instrument must also specify the foreclosure sale~~
103 ~~price and the amount of the surplus.~~

104 2. Includes a statement that the owner does not need an
105 attorney or other representative to recover surplus funds in a
106 foreclosure.

107 3. Specifies all forms of consideration paid for the rights
108 to the property or the assignment of the rights to any surplus
109 funds.

110 (b) The transferee or assignee is a nonprofit organization
111 ~~transfer or assignment is filed with the court on or before 60~~
112 ~~days after the filing of the certificate of disbursements.~~

113 (d) The total compensation paid or payable, or earned or
114 expected to be earned, by the transferee or assignee does not
115 exceed 5 percent of the surplus or \$1,000, whichever is greater
116 ~~12 percent of the surplus.~~

117 (5) ~~If the court finds that~~ A voluntary transfer or
118 assignment that does not qualify under subsection (3) is invalid
119 and void ~~but that the transfer or assignment was procured in~~
120 ~~good faith and with no intent to defraud the transferor or~~
121 ~~assignor, the court may order the clerk to pay the claim of the~~
122 ~~transferee or assignee after payment of timely filed claims of~~
123 ~~subordinate lienholders.~~

124 (6) ~~If a voluntary transfer or assignment of the surplus is~~
125 ~~set aside, the owner of record shall be entitled to payment of~~
126 ~~the surplus after payment of timely filed claims of subordinate~~
127 ~~lienholders, but the transferee or assignee may seek in a~~



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128 ~~separate proceeding repayment of any consideration paid for the~~
129 ~~transfer or assignment.~~

130 Section 3. Section 212.134, Florida Statutes, is amended to
131 read:

132 212.134 Information returns relating to payment-card and
133 third-party network transactions.—

134 (1) For purposes of this section, the term:

135 (a) “Participating payee” has the same meaning as in s.
136 6050W of the Internal Revenue Code.

137 (b) “Return” or “information return” means IRS Form 1099-K
138 required under s. 6050W of the Internal Revenue Code.

139 (c) “Third party network transaction” has the same meaning
140 as in s. 6050W of the Internal Revenue Code.

141 (d) “Third party settlement organization” has the same
142 meaning as in s. 6050W of the Internal Revenue Code.

143 (2) For each year in which a payment settlement entity, an
144 electronic payment facilitator, or other third party contracted
145 with the payment settlement entity to make payments to settle
146 reportable payment transactions on behalf of the payment
147 settlement entity must file a return pursuant to s. 6050W of the
148 Internal Revenue Code, for participating payees with an address
149 in this state, the entity, the facilitator, or the third party
150 must submit the information in the return to the department by
151 the 30th day after filing the federal return. The format of the
152 information returns required must be either a copy of such
153 information returns or a copy of such information returns
154 related to participating payees with an address in the state.
155 For purposes of this subsection, the term “payment settlement
156 entity” has the same meaning as provided in s. 6050W of the



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157 Internal Revenue Code.

158 (3)~~(2)~~ All reports of returns submitted to the department
159 under this section must be in an electronic format.

160 (4)~~(3)~~ Any payment settlement entity, facilitator, or third
161 party failing to file the information return required, filing an
162 incomplete information return, or not filing an information
163 return within the time prescribed is subject to a penalty of
164 \$1,000 for each failure, if the failure is for not more than 30
165 days, with an additional \$1,000 for each month or fraction of a
166 month during which each failure continues. The total amount of
167 penalty imposed on a reporting entity may not exceed \$10,000
168 annually.

169 (5)~~(4)~~ The executive director or his or her designee may
170 waive the penalty if he or she determines that the failure to
171 timely file an information return was due to reasonable cause
172 and not due to willful negligence, willful neglect, or fraud.

173 (6) All third party settlement organizations that conduct
174 transactions involving a participating payee with an address in
175 this state shall create a mechanism for senders of payments to
176 identify whether a payment to a payee is for goods and services
177 or is personal. The mechanism must clearly indicate the sender's
178 requirement to indicate the appropriate transaction type. The
179 sender of the payment is responsible for indicating the
180 appropriate transaction type. All third party settlement
181 organizations shall maintain records that clearly identify
182 whether a transaction, as designated by the sender of the
183 payment, is a transaction for goods and services or is personal.
184 The information in the return submitted to the department under
185 subsection (2) for such entities must be limited to transactions



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186 for goods and services.

187 (7) Notwithstanding this section, subsection (6) does not
188 apply to a third party settlement organization if a contractual
189 agreement or arrangement to provide a third party payment
190 network to a participating payee requires the third party
191 settlement organization solely to settle third party network
192 transactions for the provision of goods and services.

193 Section 4. Section 286.312, Florida Statutes, is created to
194 read:

195 286.312 Prohibited use of state funds; censorship or
196 blacklisting of news sources.—An agency may not enter into a
197 contract or other agreement with an entity whose function is to
198 advise the censorship or blacklisting of news sources based on
199 subjective criteria or political biases under the stated goal of
200 fact-checking or removing misinformation.

201 Section 5. Section 489.147, Florida Statutes, is amended to
202 read:

203 489.147 Prohibited property insurance practices; contract
204 requirements.—

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

206 (a) "Prohibited advertisement" means any written or
207 electronic communication by a contractor which encourages,
208 instructs, or induces a consumer to contact a contractor or
209 public adjuster for the purpose of making an insurance claim for
210 roof damage, if such communication does not state in a font size
211 of at least 12 points and at least half as large as the largest
212 font size used in the communication that:

213 1. The consumer is responsible for payment of any insurance
214 deductible;



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215 2. It is insurance fraud punishable as a felony of the
216 third degree for a contractor to knowingly or willfully, and
217 with intent to injure, defraud, or deceive, pay, waive, or
218 rebate all or part of an insurance deductible applicable to
219 payment to the contractor for repairs to a property covered by a
220 property insurance policy; and

221 3. It is insurance fraud punishable as a felony of the
222 third degree to intentionally file an insurance claim containing
223 any false, incomplete, or misleading information.

224

225 The term includes, but is not limited to, door hangers, business
226 cards, magnets, flyers, pamphlets, and e-mails.

227 (b) "Soliciting" means contacting:

228 1. In person;

229 2. By electronic means, including, but not limited to, e-
230 mail, telephone, and any other real-time communication directed
231 to a specific person; or

232 3. By delivery to a specific person.

233 (2) A contractor may not directly or indirectly engage in
234 any of the following practices:

235 (a) Soliciting a residential property owner by means of a
236 prohibited advertisement.

237 (b) Offering to a residential property owner a rebate,
238 gift, gift card, cash, coupon, waiver of any insurance
239 deductible, or any other thing of value in exchange for:

240 1. Allowing the contractor to conduct an inspection of the
241 residential property owner's roof; or

242 2. Making an insurance claim for damage to the residential
243 property owner's roof.



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244 (c) Offering, delivering, receiving, or accepting any
245 compensation, inducement, or reward, for the referral of any
246 services for which property insurance proceeds are payable.
247 Payment by the residential property owner or insurance company
248 to a contractor for roofing services rendered does not
249 constitute compensation for a referral.

250 (d) Interpreting policy provisions or advising an insured
251 regarding coverages or duties under the insured's property
252 insurance policy or adjusting a property insurance claim on
253 behalf of the insured, unless the contractor holds a license as
254 a public adjuster pursuant to part VI of chapter 626.

255 (e) Providing an insured with an agreement authorizing
256 repairs without providing a good faith estimate of the itemized
257 and detailed cost of services and materials for repairs
258 undertaken pursuant to a property insurance claim. A contractor
259 does not violate this paragraph if, as a result of the process
260 of the insurer adjusting a claim, the actual cost of repairs
261 differs from the initial estimate.

262 (3) A contractor who violates this section is subject to
263 disciplinary proceedings as set forth in s. 489.129. A
264 contractor may receive up to a \$10,000 fine for each violation
265 of this section.

266 (4) For the purposes of this section:

267 (a) The acts of any person on behalf of a contractor,
268 including, but not limited to, the acts of a compensated
269 employee or a nonemployee who is compensated for soliciting,
270 shall be considered the actions of the contractor.

271 (b) An unlicensed person who engages in an act prohibited
272 by this section is guilty of unlicensed contracting and is



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273 subject to the penalties set forth in s. 489.13. Notwithstanding
274 s. 489.13(3), an unlicensed person who violates this section may
275 be fined up to \$10,000 for each violation.

276 (5) A contractor may not execute a contract with a
277 residential property owner to repair or replace a roof without
278 including a notice that the contractor may not engage in the
279 practices set forth in paragraph (2) (b). If the contractor fails
280 to include such notice, the residential property owner may void
281 the contract within 10 days after executing it.

282 (6) (a) A residential property owner may cancel a contract
283 to replace or repair a roof without penalty or obligation until
284 10 days following the execution of the contract or until the
285 official start date, whichever comes first, if the contract was
286 entered into based on events that are the subject of a
287 declaration of a state of emergency by the Governor. For the
288 purposes of this subsection, the term "official start date" is
289 the date on which work that includes the installation of
290 materials that will be included in the final work on the roof
291 commences, a final permit has been issued, or a temporary repair
292 to the roof covering or roof has been made in compliance with
293 the Florida Building Code.

294 (b) A contractor who executes a contract to replace or
295 repair a roof of a residential property during a declaration of
296 a state of emergency must include in the contract immediately
297 before the space reserved for the signature of the residential
298 property owner, or add as an attachment to the contract, the
299 following language, in bold type of not less than 18 points:

300
301 You, the residential property owner, may cancel this



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302 contract without penalty or obligation until 10 days
303 following the execution of the contract or until the
304 official start date, whichever comes first, because
305 this contract was entered into during a declaration of
306 a state of emergency by the Governor. The official
307 start date is the date on which work that includes the
308 installation of materials that will be included in the
309 final work on the roof commences, a final permit has
310 been issued, or a temporary repair to the roof
311 covering or roof system has been made in compliance
312 with the Florida Building Code.

313
314 (c) The residential property owner must send the notice of
315 cancellation by certified mail, return receipt requested, or
316 other form of mailing that provides proof thereof, at the
317 address specified in the contract.

318 (d) For purposes of this section, the term "residential
319 property owner" means the person who holds legal title to the
320 residential real property that is the subject of and directly
321 impacted by the action of a governmental entity. The term does
322 not include a governmental entity.

323 Section 6. Subsection (9) of section 559.9611, Florida
324 Statutes, is amended to read:

325 559.9611 Definitions.—As used in this part, the term:

326 (9) "Depository institution" means a bank, a credit union,
327 a savings bank, a savings and loan association, a savings or
328 thrift association, or an industrial loan company doing business
329 under the authority of a charter issued by the United States,
330 this state, or any other state, district, territory, or



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331 commonwealth of the United States which is authorized to
332 transact business in this state and whose deposits or share
333 accounts are insured by the Federal Deposit Insurance
334 Corporation or the National Credit Union Share Insurance Fund
335 ~~Florida state-chartered bank, savings bank, credit union, or~~
336 ~~trust company, or a federal savings or thrift association, bank,~~
337 ~~credit union, savings bank, or thrift.~~

338 Section 7. Paragraph (d) of subsection (8) of section
339 624.424, Florida Statutes, is amended to read:

340 624.424 Annual statement and other information.-

341 (8)

342 (d) Upon creation of continuing education required under
343 this paragraph, the certified public accountant who prepares the
344 audit must be licensed to practice pursuant to chapter 473 and
345 must have completed at least 4 hours of insurance-related
346 continuing education during each 2-year continuing education
347 cycle. An insurer may not use the same accountant or partner of
348 an accounting firm responsible for preparing the report required
349 by this subsection for more than 5 consecutive years. Following
350 this period, the insurer may not use such accountant or partner
351 for a period of 5 years, but may use another accountant or
352 partner of the same firm. An insurer may request the office to
353 waive this prohibition based upon an unusual hardship to the
354 insurer and a determination that the accountant is exercising
355 independent judgment that is not unduly influenced by the
356 insurer considering such factors as the number of partners,
357 expertise of the partners or the number of insurance clients of
358 the accounting firm; the premium volume of the insurer; and the
359 number of jurisdictions in which the insurer transacts business.



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360 Section 8. Subsection (19) of section 626.854, Florida
361 Statutes, is amended, and subsections (5) through (18) of that
362 section are republished, to read:

363 626.854 "Public adjuster" defined; prohibitions.—The
364 Legislature finds that it is necessary for the protection of the
365 public to regulate public insurance adjusters and to prevent the
366 unauthorized practice of law.

367 (5) A public adjuster may not directly or indirectly
368 through any other person or entity solicit an insured or
369 claimant by any means except on Monday through Saturday of each
370 week and only between the hours of 8 a.m. and 8 p.m. on those
371 days.

372 (6) When entering a contract for adjuster services after
373 July 1, 2023, a public adjuster:

374 (a) May not collect a fee for services on payments made to
375 a named insured unless they have a written contract with the
376 named insured, or the named insured's legal representative.

377 (b) May not contract for services to be provided by a third
378 party on behalf of the named insured or in pursuit of settlement
379 of the named insured's claim, if the cost of those services is
380 to be borne by the named insured, unless the named insured
381 agrees in writing to procure these services and such agreement
382 is entered into subsequent to the date of the contract for
383 public adjusting services.

384 (c) If a public adjuster contracts with a third-party
385 service provider to assist with the settlement of the named
386 insured's claim, without first obtaining the insured's written
387 consent, payment of the third party's fees must be made by the
388 public adjuster and may not be charged back to the named



389 insured.

390 (d) If a public adjuster represents anyone other than the
391 named insured in a claim, the public adjuster fees shall be paid
392 by the third party and may not be charged back to the named
393 insured.

394 (7) An insured or claimant may cancel a public adjuster's
395 contract to adjust a claim without penalty or obligation within
396 10 days after the date on which the contract is executed. If the
397 contract was entered into based on events that are the subject
398 of a declaration of a state of emergency by the Governor, an
399 insured or claimant may cancel the public adjuster's contract to
400 adjust a claim without penalty or obligation within 30 days
401 after the date of loss or 10 days after the date on which the
402 contract is executed, whichever is longer. The public adjuster's
403 contract must contain the following language in minimum 18-point
404 bold type immediately before the space reserved in the contract
405 for the signature of the insured or claimant:

406
407 "You, the insured, may cancel this contract for any
408 reason without penalty or obligation to you within 10
409 days after the date of this contract. If this contract
410 was entered into based on events that are the subject
411 of a declaration of a state of emergency by the
412 Governor, you may cancel this contract for any reason
413 without penalty or obligation to you within 30 days
414 after the date of loss or 10 days after the date on
415 which the contract is executed, whichever is longer.
416 You may also cancel the contract without penalty or
417 obligation to you if I, as your public adjuster, fail



418 to provide you and your insurer a copy of a written
419 estimate within 60 days of the execution of the
420 contract, unless the failure to provide the estimate
421 within 60 days is caused by factors beyond my control,
422 in accordance with s. 627.70131(5)(a)2., Florida
423 Statutes. The 60-day cancellation period for failure
424 to provide a written estimate shall cease on the date
425 I have provided you with the written estimate.”
426

427 The notice of cancellation shall be provided to ...(name of
428 public adjuster)..., submitted in writing and sent by certified
429 mail, return receipt requested, or other form of mailing that
430 provides proof thereof, at the address specified in the
431 contract.

432 (8) It is an unfair and deceptive insurance trade practice
433 pursuant to s. 626.9541 for a public adjuster or any other
434 person to circulate or disseminate any advertisement,
435 announcement, or statement containing any assertion,
436 representation, or statement with respect to the business of
437 insurance which is untrue, deceptive, or misleading.

438 (a) The following statements, made in any public adjuster's
439 advertisement or solicitation, are considered deceptive or
440 misleading:

441 1. A statement or representation that invites an insured
442 policyholder to submit a claim when the policyholder does not
443 have covered damage to insured property.

444 2. A statement or representation that invites an insured
445 policyholder to submit a claim by offering monetary or other
446 valuable inducement.



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447 3. A statement or representation that invites an insured
448 policyholder to submit a claim by stating that there is "no
449 risk" to the policyholder by submitting such claim.

450 4. A statement or representation, or use of a logo or
451 shield, that implies or could mistakenly be construed to imply
452 that the solicitation was issued or distributed by a
453 governmental agency or is sanctioned or endorsed by a
454 governmental agency.

455 (b) For purposes of this paragraph, the term "written
456 advertisement" includes only newspapers, magazines, flyers, and
457 bulk mailers. The following disclaimer, which is not required to
458 be printed on standard size business cards, must be added in
459 bold print and capital letters in typeface no smaller than the
460 typeface of the body of the text to all written advertisements
461 by a public adjuster:

462
463 "THIS IS A SOLICITATION FOR BUSINESS. IF YOU HAVE HAD
464 A CLAIM FOR AN INSURED PROPERTY LOSS OR DAMAGE AND YOU
465 ARE SATISFIED WITH THE PAYMENT BY YOUR INSURER, YOU
466 MAY DISREGARD THIS ADVERTISEMENT."

467
468 (9) A public adjuster, a public adjuster apprentice, or any
469 person or entity acting on behalf of a public adjuster or public
470 adjuster apprentice may not give or offer to give a monetary
471 loan or advance to a client or prospective client.

472 (10) A public adjuster, public adjuster apprentice, or any
473 individual or entity acting on behalf of a public adjuster or
474 public adjuster apprentice may not give or offer to give,
475 directly or indirectly, any article of merchandise having a



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476 value in excess of \$25 to any individual for the purpose of
477 advertising or as an inducement to entering into a contract with
478 a public adjuster.

479 (11) (a) If a public adjuster enters into a contract with an
480 insured or claimant to reopen a claim or file a supplemental
481 claim that seeks additional payments for a claim that has been
482 previously paid in part or in full or settled by the insurer,
483 the public adjuster may not charge, agree to, or accept from any
484 source compensation, payment, commission, fee, or any other
485 thing of value based on a previous settlement or previous claim
486 payments by the insurer for the same cause of loss. The charge,
487 compensation, payment, commission, fee, or any other thing of
488 value must be based only on the claim payments or settlements
489 paid to the insured, exclusive of attorney fees and costs,
490 obtained through the work of the public adjuster after entering
491 into the contract with the insured or claimant. Compensation for
492 the reopened or supplemental claim may not exceed 20 percent of
493 the reopened or supplemental claim payment. In no event shall
494 the contracts described in this paragraph exceed the limitations
495 in paragraph (b).

496 (b) A public adjuster may not charge, agree to, or accept
497 from any source compensation, payment, commission, fee, or any
498 other thing of value in excess of:

499 1. Ten percent of the amount of insurance claim payments or
500 settlements, exclusive of attorney fees and costs, paid to the
501 insured by the insurer for claims based on events that are the
502 subject of a declaration of a state of emergency by the
503 Governor. This provision applies to claims made during the year
504 after the declaration of emergency. After that year, the



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505 limitations in subparagraph 2. apply.

506 2. Twenty percent of the amount of insurance claim payments
507 or settlements, exclusive of attorney fees and costs, paid to
508 the insured by the insurer for claims that are not based on
509 events that are the subject of a declaration of a state of
510 emergency by the Governor.

511 3. One percent of the amount of insurance claim payments or
512 settlements, paid to the insured by the insurer for any coverage
513 part of the policy where the claim payment or written agreement
514 by the insurer to pay is equal to or greater than the policy
515 limit for that part of the policy, if the payment or written
516 commitment to pay is provided within 14 days after the date of
517 loss or within 10 days after the date on which the public
518 adjusting contract is executed, whichever is later.

519 4. Zero percent of the amount of insurance claim payments
520 or settlements, paid to the insured by the insurer for any
521 coverage part of the policy where the claim payment or written
522 agreement by the insurer to pay occurs before the date on which
523 the public adjusting contract is executed.

524 (c) Insurance claim payments made by the insurer do not
525 include policy deductibles, and public adjuster compensation may
526 not be based on the deductible portion of a claim.

527 (d) Public adjuster compensation may not be based on
528 amounts attributable to additional living expenses, unless such
529 compensation is affirmatively agreed to in a separate agreement
530 that includes a disclosure in substantially the following form:

531

532 "I agree to retain and compensate the public adjuster
533 for adjusting my additional living expenses and



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534 securing payment from my insurer for amounts
535 attributable to additional living expenses payable
536 under the policy issued on my (home/mobile
537 home/condominium unit).“

538
539 (e) Public adjuster rate of compensation may not be
540 increased based solely on the fact that the claim is litigated.

541 (f) Any maneuver, shift, or device through which the limits
542 on compensation set forth in this subsection are exceeded is a
543 violation of this chapter punishable as provided under s.
544 626.8698.

545 (12) (a) Each public adjuster must provide to the claimant
546 or insured a written estimate of the loss to assist in the
547 submission of a proof of loss or any other claim for payment of
548 insurance proceeds within 60 days after the date of the
549 contract. The written estimate must include an itemized, per-
550 unit estimate of the repairs, including itemized information on
551 equipment, materials, labor, and supplies, in accordance with
552 accepted industry standards. The public adjuster shall retain
553 such written estimate for at least 5 years and shall make the
554 estimate available to the claimant or insured, the insurer, and
555 the department upon request.

556 (b) An insured may cancel the contract with no additional
557 penalties or fees charged by the public adjuster if such an
558 estimate is not provided within 60 days after executing the
559 contract, subject to the cancellation notice requirement in this
560 section, unless the failure to provide the estimate within 60
561 days is caused by factors beyond the control of the public
562 adjuster. The cancellation period shall cease on the date the



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563 public adjuster provides the written estimate to the insured.

564 (13) A public adjuster, public adjuster apprentice, or any
565 person acting on behalf of a public adjuster or apprentice may
566 not accept referrals of business from any person with whom the
567 public adjuster conducts business if there is any form or manner
568 of agreement to compensate the person, directly or indirectly,
569 for referring business to the public adjuster. A public adjuster
570 may not compensate any person, except for another public
571 adjuster, directly or indirectly, for the principal purpose of
572 referring business to the public adjuster.

573 (14) A company employee adjuster, independent adjuster,
574 attorney, investigator, or other persons acting on behalf of an
575 insurer that needs access to an insured or claimant or to the
576 insured property that is the subject of a claim must provide at
577 least 48 hours' notice to the insured or claimant, public
578 adjuster, or legal representative before scheduling a meeting
579 with the claimant or an onsite inspection of the insured
580 property. The insured or claimant may deny access to the
581 property if the notice has not been provided. The insured or
582 claimant may waive the 48-hour notice.

583 (15) The public adjuster must ensure that prompt notice is
584 given of the claim to the insurer, the public adjuster's
585 contract is provided to the insurer, the property is available
586 for inspection of the loss or damage by the insurer, and the
587 insurer is given an opportunity to interview the insured
588 directly about the loss and claim. The insurer must be allowed
589 to obtain necessary information to investigate and respond to
590 the claim.

591 (a) The insurer may not exclude the public adjuster from



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592 its in-person meetings with the insured. The insurer shall meet
593 or communicate with the public adjuster in an effort to reach
594 agreement as to the scope of the covered loss under the
595 insurance policy. The public adjuster shall meet or communicate
596 with the insurer in an effort to reach agreement as to the scope
597 of the covered loss under the insurance policy. This section
598 does not impair the terms and conditions of the insurance policy
599 in effect at the time the claim is filed.

600 (b) A public adjuster may not restrict or prevent an
601 insurer, company employee adjuster, independent adjuster,
602 attorney, investigator, or other person acting on behalf of the
603 insurer from having reasonable access at reasonable times to any
604 insured or claimant or to the insured property that is the
605 subject of a claim.

606 (c) A public adjuster may not act or fail to reasonably act
607 in any manner that obstructs or prevents an insurer or insurer's
608 adjuster from timely conducting an inspection of any part of the
609 insured property for which there is a claim for loss or damage.
610 The public adjuster representing the insureds may be present for
611 the insurer's inspection, but if the unavailability of the
612 public adjuster otherwise delays the insurer's timely inspection
613 of the property, the public adjuster or the insureds must allow
614 the insurer to have access to the property without the
615 participation or presence of the public adjuster or insureds in
616 order to facilitate the insurer's prompt inspection of the loss
617 or damage.

618 (16) A licensed contractor under part I of chapter 489, or
619 a subcontractor of such licensee, may not advertise, solicit,
620 offer to handle, handle, or perform public adjuster services as



621 provided in subsection (1) unless licensed and compliant as a
622 public adjuster under this chapter. The prohibition against
623 solicitation does not preclude a contractor from suggesting or
624 otherwise recommending to a consumer that the consumer consider
625 contacting his or her insurer to determine if the proposed
626 repair is covered under the consumer's insurance policy, except
627 as it relates to solicitation prohibited in s. 489.147. In
628 addition, the contractor may discuss or explain a bid for
629 construction or repair of covered property with the residential
630 property owner who has suffered loss or damage covered by a
631 property insurance policy, or the insurer of such property, if
632 the contractor is doing so for the usual and customary fees
633 applicable to the work to be performed as stated in the contract
634 between the contractor and the insured.

635 (17) A public adjuster shall not acquire any interest in
636 salvaged property, except with the written consent and
637 permission of the insured through a signed affidavit.

638 (18) A public adjuster, a public adjuster apprentice, or a
639 person acting on behalf of an adjuster or apprentice may not
640 enter into a contract or accept a power of attorney that vests
641 in the public adjuster, the public adjuster apprentice, or the
642 person acting on behalf of the adjuster or apprentice the
643 effective authority to choose the persons or entities that will
644 perform repair work in a property insurance claim or provide
645 goods or services that will require the insured or third-party
646 claimant to expend funds in excess of those payable to the
647 public adjuster under the terms of the contract for adjusting
648 services.

649 (19) Subsections (5)-(18) apply only to residential



650 property insurance policies and condominium unit owner policies
651 as described in s. 718.111(11), except that subsection (11) also
652 applies to coverages provided by condominium association,
653 cooperative association, apartment building, and similar
654 policies, including policies covering the common elements of a
655 homeowners' association.

656 Section 9. Subsection (2) of section 626.8796, Florida
657 Statutes, is amended to read:

658 626.8796 Public adjuster contracts; disclosure statement;
659 fraud statement.—

660 (2) A public adjuster contract relating to a property and
661 casualty claim must contain the full name, permanent business
662 address, phone number, e-mail address, and license number of the
663 public adjuster; the full name and license number of the public
664 adjusting firm; and the insured's full name, street address,
665 phone number, and e-mail address, together with a brief
666 description of the loss. The contract must state the percentage
667 of compensation for the public adjuster's services in minimum
668 18-point bold type before the space reserved in the contract for
669 the signature of the insured; the type of claim, including an
670 emergency claim, nonemergency claim, or supplemental claim; the
671 initials of the named insured on each page that does not contain
672 the insured's signature; the signatures of the public adjuster
673 and all named insureds; and the signature date. If all of the
674 named insureds' signatures are not available, the public
675 adjuster must submit an affidavit signed by the available named
676 insureds attesting that they have authority to enter into the
677 contract and settle all claim issues on behalf of the named
678 insureds. An unaltered copy of the executed contract must be



679 remitted to the insured at the time of execution and to the
680 insurer, or the insurer's representative within 7 days after
681 execution. A public adjusting firm that adjusts claims primarily
682 for commercial entities with operations in more than one state
683 and that does not directly or indirectly perform adjusting
684 services for insurers or individual homeowners is deemed to
685 comply with the requirements of this subsection if, at the time
686 a proof of loss is submitted, the public adjusting firm remits
687 to the insurer an affidavit signed by the public adjuster or
688 public adjuster apprentice that identifies:

689 (a) The full name, permanent business address, phone
690 number, e-mail address, and license number of the public
691 adjuster or public adjuster apprentice.

692 (b) The full name of the public adjusting firm.

693 (c) The insured's full name, street address, phone number,
694 and e-mail address, together with a brief description of the
695 loss.

696 (d) An attestation that the compensation for public
697 adjusting services will not exceed the limitations provided by
698 law.

699 (e) The type of claim, including an emergency claim,
700 nonemergency claim, or supplemental claim.

701 Section 10. Subsection (2) of section 627.43141, Florida
702 Statutes, is amended to read:

703 627.43141 Notice of change in policy terms.—

704 (2) A renewal policy may contain a change in policy terms.
705 If such change occurs, the insurer shall give the named insured
706 advance written notice summarizing the change, which may be
707 enclosed along with the written notice of renewal premium



708 required under ss. 627.4133 and 627.728 or sent separately
709 within the timeframe required under the Florida Insurance Code
710 for the provision of a notice of nonrenewal to the named insured
711 for that line of insurance. The insurer must also provide a
712 sample copy of the notice to the named insured's insurance agent
713 before or at the same time that notice is provided to the named
714 insured. Such notice shall be entitled "Notice of Change in
715 Policy Terms." Beginning January 1, 2025, the "Notice of Change
716 in Policy Terms" must be in bold type of not less than 14 points
717 and included as a single page or consecutive pages, as
718 necessary, within the written notice.

719 Section 11. Section 627.6426, Florida Statutes, is amended
720 to read:

721 627.6426 Short-term health insurance.—

722 (1) For purposes of this part, the term "short-term health
723 insurance" means health insurance coverage provided by an issuer
724 with an expiration date specified in the contract that is less
725 than 12 months after the original effective date of the contract
726 and, taking into account renewals or extensions, has a duration
727 not to exceed 36 months in total.

728 (2) All contracts for short-term health insurance entered
729 into by an issuer and an individual seeking coverage must ~~shall~~
730 include the following written disclosures signed by the
731 purchaser at the time of purchase ~~disclosure~~:

732 (a) The following statement:

733
734 "This coverage is not required to comply with certain
735 federal market requirements for health insurance,
736 principally those contained in the Patient Protection



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737 and Affordable Care Act. Be sure to check your policy
738 carefully to make sure you are aware of any exclusions
739 or limitations regarding coverage of preexisting
740 conditions or health benefits (such as
741 hospitalization, emergency services, maternity care,
742 preventive care, prescription drugs, and mental health
743 and substance use disorder services). Your policy
744 might also have lifetime and/or annual dollar limits
745 on health benefits. If this coverage expires or you
746 lose eligibility for this coverage, you might have to
747 wait until an open enrollment period to get other
748 health insurance coverage."

749
750 (b) The following information:

751 1. The duration of the contract, including any waiting
752 period.

753 2. Any essential health benefit under 42 U.S.C. s. 18022(b)
754 that the contract does not provide.

755 3. The content of coverage.

756 4. Any exclusion of preexisting conditions.

757 (3) The disclosures must be printed in no less than 12-
758 point type and in a color that is easily readable. A copy of the
759 signed disclosures must be maintained by the issuer for a period
760 of 5 years after the date of purchase.

761 (4) Disclosures provided by electronic means must meet the
762 requirements of subsection (2).

763 Section 12. Present subsection (4) of section 627.70132,
764 Florida Statutes, is redesignated as subsection (5), and a new
765 subsection (4) is added to that section, to read:



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766 627.70132 Notice of property insurance claim.-
767 (4)a. A notice of claim for loss assessment coverage under
768 s. 627.714 may not occur later than 3 years from the date of
769 loss and must be provided to the insurer the later of:
770 1. Within one year from the date of loss; or
771 2. Within 90 days after the date on which the condominium
772 association or its governing board votes to levy an assessment
773 resulting from a covered loss.
774 b. For purposes of this subsection, the date of loss is the
775 date of the covered loss event that created the need for an
776 assessment.

777 Section 13. Paragraph (a) of subsection (4) of section
778 791.01, Florida Statutes, is amended to read:

779 791.01 Definitions.—As used in this chapter, the term:

780 (4) (a) "Fireworks" means and includes any combustible or
781 explosive composition or substance or combination of substances
782 or, except as hereinafter provided, any article prepared for the
783 purpose of producing a visible or audible effect by combustion,
784 explosion, deflagration, or detonation. The term includes blank
785 cartridges and toy cannons in which explosives are used, the
786 type of balloons which require fire underneath to propel them,
787 firecrackers, torpedoes, skyrockets, Roman candles, ~~dagobombs,~~
788 and any fireworks containing any explosives or flammable
789 compound or any tablets or other device containing any explosive
790 substance.

791
792 ===== T I T L E A M E N D M E N T =====

793 And the title is amended as follows:

794 Delete lines 4 - 65



795 and insert:
796 organization"; authorizing the court to order the
797 clerk to deduct certain service charges and pay the
798 remainder to the owner of record; requiring certain
799 persons to disclose to the court certain fees to be
800 paid to himself or herself; prohibiting such persons
801 from charging the owner of record more than a
802 specified amount; requiring the court to hold certain
803 claims invalid; providing that any nonprofit
804 organization has unconditional standing in certain
805 matters; providing that a nonprofit organization is
806 entitled to certain fees and costs under certain
807 circumstances; making a technical change; amending s.
808 45.033, F.S.; revising the circumstances in which a
809 transferee or assignee is entitled to surplus funds or
810 a portion or percentage of surplus funds; providing
811 that certain voluntary transfers or assignments are
812 invalid and void; amending s. 212.134, F.S.; defining
813 terms; revising requirements for payment settlement
814 entities, or their electronic payment facilitators or
815 contracted third parties, in submitting information
816 returns to the Department of Revenue; specifying
817 requirements for third party settlement organizations
818 that conduct certain transactions; providing
819 applicability; creating s. 286.312, F.S.; prohibiting
820 agencies from entering into certain contracts or
821 agreements; amending s. 489.147, F.S.; authorizing a
822 residential property owner to cancel a contract to
823 replace or repair a roof without penalty or obligation



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824 under certain circumstances; defining the term
825 "official start date"; requiring certain contractors
826 to include specified language in contracts or as an
827 attachment to such contracts executed at a specified
828 time; specifying requirements for a residential
829 property owner who sends a notice of cancellation to
830 the contractor; defining the term "residential
831 property owner"; amending s. 559.9611, F.S.; revising
832 the definition of the term "depository institution";
833 amending s. 624.424, F.S.; providing requirements for
834 certain insurers' accountants; amending s. 626.854,
835 F.S.; revising applicability of provisions relating to
836 public adjusters; amending s. 626.8796, F.S.; revising
837 the content of certain public adjuster contracts;
838 amending s. 627.43141, F.S.; specifying requirements,
839 after a specified date, for certain notices regarding
840 a change in policy terms; amending s. 627.6426, F.S.;
841 revising the disclosure requirements of contracts for
842 short-term health insurance; amending s. 627.70132,
843 F.S.; prohibiting a notice of claim for loss
844 assessment coverage from occurring later than a
845 specified date; requiring that such notice be provided
846 to an insurer no later than a specified date;
847 specifying the date of loss; amending s. 791.01, F.S.;
848 revising the definition of the term "fireworks";
849 amending s. 791.012, F.S.; updating the source