

By Senator Hukill

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18                   Section 1. Section 627.7152, Florida Statutes, is created  
19                   to read:

20 627.7152 Assignment of property insurance post-loss

21 benefits.-

22                   (1) As used in this section, the term "assignment  
23 agreement" means any instrument by which post-loss property  
24 insurance benefits for services to protect, repair, restore, or  
25 replace property, or to mitigate against further damage to  
26 property, are assigned, transferred, or conveyed, regardless of  
27 how named or styled.

32 to an assignment agreement.

33 (3) An assignment agreement is not valid unless it meets  
34 all of the following requirements:

35 (a) The assignment agreement is in writing and is executed

36 by all named insureds;

37 (b) The assignment agreement contains a provision that

38 permits all named insureds to rescind the assignment agreement

39 without any penalty or rescission or cancellation fee within 7

40 business days after the date the assignment agreement is

41 executed by all named insureds;

42 (c) The assignment agreement contains a provision requiring

43 the assignee or transferee to provide a copy of the executed

44 assignment agreement to the insurer no later than 3 business

45 days after the assignment agreement is executed by any named

46 insured; and

47 (d) The assignment agreement contains a written, itemized,

48 per-unit cost estimate of the work to be performed by the

49 assignee or transferee.

50 (4) The following provisions may not be included in an

51 assignment agreement and are deemed to be invalid and

52 unenforceable against the property insurer or named insureds:

53 (a) A penalty or fee for rescission of the assignment

54 agreement pursuant to subsection (3);

55 (b) A check or mortgage processing fee;

56 (c) A penalty or fee for cancellation of the assignment

57 agreement pursuant to subsection (3); or

58 (d) An administrative fee.

59 (5) As to claims arising under an assignment agreement, the

60 failure to comply with any provision of this subsection creates

61 a presumption that the insurer is prejudiced by such failure to

62 comply and shifts the burden in any proceeding or suit to the

63 party seeking benefits, rights, or proceeds from the insurer to

64 demonstrate that the insurer was not prejudiced. The assignee or

65 transferee must do all of the following:

66 (a) Maintain records of all services provided under the

67 assignment agreement;

68 (b) Cooperate with the insurer in the investigation of a  
69 claim;  
70 (c) Provide the insurer with any and all records and  
71 documents requested related to services provided and permit the  
72 insurer to make copies;  
73 (d) Deliver a copy of the executed assignment agreement to  
74 the insurer no later than 3 business days after the assignment  
75 agreement is executed by all named insureds; and  
76 (e) Concurrently with any request for payment of benefits  
77 under the insurance policy, provide the insurer with a written,  
78 itemized, per-unit cost statement of services actually performed  
79 pursuant to the assignment agreement.

80 (6) As to claims arising under an assignment agreement, an  
81 assignee must, as a condition precedent to filing a suit under  
82 the policy:  
83 (a) If required by the insurer, submit to examinations  
84 under oath and recorded statements conducted by the insurer or  
85 the insurer's representative which are limited to matters  
86 related to the services provided, the costs of services, and the  
87 assignment or transfer; and  
88 (b) Participate in an appraisal or other alternative  
89 dispute resolution method in accordance with the terms of the  
90 policy.

91 (7) An activity in compliance with subsections (5) and (6)  
92 does not constitute practice as a public adjuster pursuant to  
93 part VI of chapter 626.

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

104 rescission of the assignment agreement by all named insureds.

105       (9) This section does not permit an assignment agreement to

106 modify or eliminate any term, condition, or defense relating to

107 any managed repair arrangement provided for in the insurance

108 policy to which the assignment agreement relates.

109       (10) This section does not apply to:

110        (a) An assignment, transfer, or conveyance granted to a

111 subsequent purchaser of property who acquires an insurable

112 interest in the property following a loss;

113        (b) A power of attorney granted to a management company,

114 family member, guardian, or similarly situated person which

115 complies with chapter 709 and which may include, as part of the

116 authority granted, the authority to act on behalf of a principal

117 as it relates to a property insurance claim; or

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

119       (11) This section applies to assignment agreements that are

120 executed after July 1, 2018.

121       Section 2. This act shall take effect July 1, 2018.