

1 A bill to be entitled
 2 An act relating to consumer protection; amending s.
 3 212.34, F.S.; defining terms; revising requirements
 4 for payment settlement entities, or their electronic
 5 payment facilitators or contracted third parties, in
 6 submitting information returns to the Department of
 7 Revenue; specifying requirements for third party
 8 settlement organizations that conduct certain
 9 transactions; creating s. 286.312, F.S.; prohibiting
 10 agencies from entering into certain contracts or
 11 agreements; amending s. 319.261, F.S.; requiring the
 12 title to a mobile home to be retired if the owner of
 13 the real property records certain documents in the
 14 official records of the clerk of court in the county
 15 in which the real property is located; amending s.
 16 489.147, F.S.; requiring contractors to include a
 17 notice in the contracts with residential property
 18 owners under certain circumstances; proving
 19 requirements for notices of contract cancellation;
 20 amending s. 559.9611, F.S.; revising the definition of
 21 the term "depository institution"; amending s.
 22 624.424, F.S.; providing requirements for certain
 23 insurers' accountants; amending s. 626.854, F.S.;
 24 revising applicability of provisions relating to
 25 public adjusters; amending s. 626.8796, F.S.; revising

26 | the content of certain public adjuster contracts;
 27 | amending s. 627.6426, F.S.; revising the disclosure
 28 | requirements of contracts for short-term health
 29 | insurance; amending s. 627.70132, F.S.; providing that
 30 | claims resulting from certain loss assessments are
 31 | considered to have occurred on a specified date;
 32 | amending s. 791.012, F.S.; updating the source of the
 33 | code for outdoor display of fireworks; providing an
 34 | effective date.

35 |

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

37 |

38 | Section 1. Section 212.134, Florida Statutes, is amended
 39 | to read:

40 | 212.134 Information returns relating to payment-card and
 41 | third-party network transactions.—

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

43 | (a) "Participating payee" has the same meaning as in s.
 44 | 6050W of the Internal Revenue Code.

45 | (b) "Return" or "information return" means IRS Form 1099-K
 46 | required under s. 6050W of the Internal Revenue Code.

47 | (c) "Third party network transaction" has the same meaning
 48 | as in s. 6050W of the Internal Revenue Code.

49 | (d) "Third party settlement organization" has the same
 50 | meaning as in s. 6050W of the Internal Revenue Code.

51 (2) For each year in which a payment settlement entity, an
52 electronic payment facilitator, or other third party contracted
53 with the payment settlement entity to make payments to settle
54 reportable payment transactions on behalf of the payment
55 settlement entity must file a return pursuant to s. 6050W of the
56 Internal Revenue Code, for participating payees with an address
57 in this state, the entity, the facilitator, or the third party
58 must submit the information in the return to the department by
59 the 30th day after filing the federal return. The format of the
60 information returns required must be either a copy of such
61 information returns or a copy of such information returns
62 related to participating payees with an address in the state.
63 For purposes of this subsection, the term "payment settlement
64 entity" has the same meaning as provided in s. 6050W of the
65 Internal Revenue Code.

66 (3)~~(2)~~ All reports of returns submitted to the department
67 under this section must be in an electronic format.

68 (4)~~(3)~~ Any payment settlement entity, facilitator, or
69 third party failing to file the information return required,
70 filing an incomplete information return, or not filing an
71 information return within the time prescribed is subject to a
72 penalty of \$1,000 for each failure, if the failure is for not
73 more than 30 days, with an additional \$1,000 for each month or
74 fraction of a month during which each failure continues. The
75 total amount of penalty imposed on a reporting entity may not

76 exceed \$10,000 annually.

77 ~~(5)~~(4) The executive director or his or her designee may
 78 waive the penalty if he or she determines that the failure to
 79 timely file an information return was due to reasonable cause
 80 and not due to willful negligence, willful neglect, or fraud.

81 (6) All third party settlement organizations that conduct
 82 transactions involving a participating payee with an address in
 83 this state shall create a mechanism for participating payees to
 84 identify whether a participating payee's transaction is for
 85 goods and services or is personal. The mechanism must clearly
 86 indicate the participating payee's requirement to indicate the
 87 appropriate transaction type. The participating payee is
 88 responsible for indicating the appropriate transaction type. All
 89 third party settlement organizations shall maintain records that
 90 clearly identify whether a transaction, as designated by the
 91 participating payee, is a transaction for goods and services or
 92 is personal. The information in the return submitted to the
 93 department under subsection (2) for such entities must be
 94 limited to transactions for goods and services.

95 Section 2. Section 286.312, Florida Statutes, is created
 96 to read:

97 286.312 Prohibited use of state funds; censorship or
 98 blacklisting of news sources.—An agency may not enter into a
 99 contract or other agreement with an entity whose function is to
 100 advise the censorship or blacklisting of news sources based on

101 subjective criteria or political biases under the stated goal of
 102 fact-checking or removing misinformation.

103 Section 3. Subsection (2) of section 319.261, Florida
 104 Statutes, is amended to read:

105 319.261 Real property transactions; retiring title to
 106 mobile home.—

107 (2) The title to the mobile home shall ~~may~~ be retired by
 108 the department if the owner of the real property records the
 109 following documents in the official records of the clerk of
 110 court in the county in which the real property is located:

111 (a)1. The original title to the mobile home which includes
 112 ~~shall include~~ a description of the mobile home, including model
 113 year, make, width, length, and vehicle identification number,
 114 and a statement by any recorded lienholder on the title that the
 115 security interest in the home has been released~~;~~ or that such
 116 security interest will be released upon retirement of the title
 117 as set forth in this section;~~;~~

118 2.~~(b)~~ The legal description of the real property, and in
 119 the case of a leasehold interest, a copy of the lease agreement;
 120 and~~;~~

121 3.~~(e)~~ A sworn statement by the owner of the real property,
 122 as shown on the real property deed or lease, that he or she is
 123 the owner of the mobile home and that the home is permanently
 124 affixed to the real property in accordance with state law; or

125 (b) A mortgage against the owner's mobile home and real

126 property.

127 Section 4. Subsection (6) is added to section 489.147,
 128 Florida Statutes, to read:

129 489.147 Prohibited property insurance practices; contract
 130 requirements.—

131 (6) (a) An insured or claimant may cancel a contract to
 132 replace or repair a roof without penalty or obligation until 10
 133 days following the execution of the contract or until the
 134 official start date, whichever comes first, if the contract was
 135 entered into based on events that are the subject of a
 136 declaration of a state of emergency by the Governor. For the
 137 purposes of this subsection, the official state date is the date
 138 on which the work on the roof will be commenced.

139 (b) A contractor executing during a declaration of a state
 140 of emergency a contract to replace or repair a roof of a
 141 residential property must include in the contract the following
 142 language in bold type of not less than 18 points immediately
 143 before the space reserved for the signature of the residential
 144 property owner:

145
 146 "You, the residential property owner, may cancel this contract
 147 without penalty or obligation until 10 days following the
 148 execution of the contract or until the official start date,
 149 whichever comes first, because this contract was entered into
 150 during a declaration of a state of emergency by the Governor. It

151 is the responsibility of your contractor to include an official
 152 start date clause in your contract. This clause must state the
 153 official start date and the work that will be commenced on that
 154 date. If there is no official start date clause in the contract,
 155 the contract may be voided within 10 days following the
 156 execution of the contract."

157
 158 (b) The residential property owner must send the notice of
 159 cancellation by certified mail, return receipt requested, or
 160 other form of mailing that provides proof thereof, at the
 161 address specified in the contract.

162 Section 5. Subsection (9) of section 559.9611, Florida
 163 Statutes, is amended to read:

164 559.9611 Definitions.—As used in this part, the term:

165 (9) "Depository institution" means a bank, credit union,
 166 savings bank, savings and loan association, savings or thrift
 167 association, trust company, or industrial loan company doing
 168 business under the authority of, or in accordance with, a
 169 license, certificate, or charter issued by the United States,
 170 this state, or any other state, district, territory, or
 171 commonwealth of the United States which is authorized to
 172 transact business in this state ~~Florida state-chartered bank,~~
 173 ~~savings bank, credit union, or trust company, or a federal~~
 174 ~~savings or thrift association, bank, credit union, savings bank,~~
 175 ~~or thrift.~~

176 Section 6. Paragraph (d) of subsection (8) of section
 177 624.424, Florida Statutes, is amended to read:

178 624.424 Annual statement and other information.—

179 (8)

180 (d) The certified public accountant that prepares the
 181 audit must be licensed to practice pursuant to chapter 473 and
 182 must have completed at least 4 hours of insurance-related
 183 continuing education during each two-year continuing education
 184 cycle. An insurer may not use the same accountant or partner of
 185 an accounting firm responsible for preparing the report required
 186 by this subsection for more than 5 consecutive years. Following
 187 this period, the insurer may not use such accountant or partner
 188 for a period of 5 years, but may use another accountant or
 189 partner of the same firm. An insurer may request the office to
 190 waive this prohibition based upon an unusual hardship to the
 191 insurer and a determination that the accountant is exercising
 192 independent judgment that is not unduly influenced by the
 193 insurer considering such factors as the number of partners,
 194 expertise of the partners or the number of insurance clients of
 195 the accounting firm; the premium volume of the insurer; and the
 196 number of jurisdictions in which the insurer transacts business.

197 Section 7. Subsection (19) of section 626.854, Florida
 198 Statutes, is amended, and subsections (5) through (18) are
 199 republished, to read:

200 626.854 "Public adjuster" defined; prohibitions.—The

201 Legislature finds that it is necessary for the protection of the
 202 public to regulate public insurance adjusters and to prevent the
 203 unauthorized practice of law.

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

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

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

214 (b) May not contract for services to be provided by a
 215 third party on behalf of the named insured or in pursuit of
 216 settlement of the named insured's claim, if the cost of those
 217 services is to be borne by the named insured, unless the named
 218 insured agrees in writing to procure these services and such
 219 agreement is entered into subsequent to the date of the contract
 220 for public adjusting services.

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

226 | insured.

227 | (d) If a public adjuster represents anyone other than the
 228 | named insured in a claim, the public adjuster fees shall be paid
 229 | by the third party and may not be charged back to the named
 230 | insured.

231 | (7) An insured or claimant may cancel a public adjuster's
 232 | contract to adjust a claim without penalty or obligation within
 233 | 10 days after the date on which the contract is executed. If the
 234 | contract was entered into based on events that are the subject
 235 | of a declaration of a state of emergency by the Governor, an
 236 | insured or claimant may cancel the public adjuster's contract to
 237 | adjust a claim without penalty or obligation within 30 days
 238 | after the date of loss or 10 days after the date on which the
 239 | contract is executed, whichever is longer. The public adjuster's
 240 | contract must contain the following language in minimum 18-point
 241 | bold type immediately before the space reserved in the contract
 242 | for the signature of the insured or claimant:

243 | "You, the insured, may cancel this contract for any reason
 244 | without penalty or obligation to you within 10 days after the
 245 | date of this contract. If this contract was entered into based
 246 | on events that are the subject of a declaration of a state of
 247 | emergency by the Governor, you may cancel this contract for any
 248 | reason without penalty or obligation to you within 30 days after
 249 | the date of loss or 10 days after the date on which the contract
 250 | is executed, whichever is longer. You may also cancel the

251 contract without penalty or obligation to you if I, as your
 252 public adjuster, fail to provide you and your insurer a copy of
 253 a written estimate within 60 days of the execution of the
 254 contract, unless the failure to provide the estimate within 60
 255 days is caused by factors beyond my control, in accordance with
 256 s. 627.70131(5)(a)2., Florida Statutes. The 60-day cancellation
 257 period for failure to provide a written estimate shall cease on
 258 the date I have provided you with the written estimate."

259 The notice of cancellation shall be provided to ...(name of
 260 public adjuster)..., submitted in writing and sent by certified
 261 mail, return receipt requested, or other form of mailing that
 262 provides proof thereof, at the address specified in the
 263 contract.

264 (8) It is an unfair and deceptive insurance trade practice
 265 pursuant to s. 626.9541 for a public adjuster or any other
 266 person to circulate or disseminate any advertisement,
 267 announcement, or statement containing any assertion,
 268 representation, or statement with respect to the business of
 269 insurance which is untrue, deceptive, or misleading.

270 (a) The following statements, made in any public
 271 adjuster's advertisement or solicitation, are considered
 272 deceptive or misleading:

273 1. A statement or representation that invites an insured
 274 policyholder to submit a claim when the policyholder does not
 275 have covered damage to insured property.

276 2. A statement or representation that invites an insured
 277 policyholder to submit a claim by offering monetary or other
 278 valuable inducement.

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

282 4. A statement or representation, or use of a logo or
 283 shield, that implies or could mistakenly be construed to imply
 284 that the solicitation was issued or distributed by a
 285 governmental agency or is sanctioned or endorsed by a
 286 governmental agency.

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

294 "THIS IS A SOLICITATION FOR BUSINESS. IF YOU HAVE HAD A CLAIM
 295 FOR AN INSURED PROPERTY LOSS OR DAMAGE AND YOU ARE SATISFIED
 296 WITH THE PAYMENT BY YOUR INSURER, YOU MAY DISREGARD THIS
 297 ADVERTISEMENT."

298 (9) A public adjuster, a public adjuster apprentice, or
 299 any person or entity acting on behalf of a public adjuster or
 300 public adjuster apprentice may not give or offer to give a

301 monetary loan or advance to a client or prospective client.

302 (10) A public adjuster, public adjuster apprentice, or any
 303 individual or entity acting on behalf of a public adjuster or
 304 public adjuster apprentice may not give or offer to give,
 305 directly or indirectly, any article of merchandise having a
 306 value in excess of \$25 to any individual for the purpose of
 307 advertising or as an inducement to entering into a contract with
 308 a public adjuster.

309 (11) (a) If a public adjuster enters into a contract with
 310 an insured or claimant to reopen a claim or file a supplemental
 311 claim that seeks additional payments for a claim that has been
 312 previously paid in part or in full or settled by the insurer,
 313 the public adjuster may not charge, agree to, or accept from any
 314 source compensation, payment, commission, fee, or any other
 315 thing of value based on a previous settlement or previous claim
 316 payments by the insurer for the same cause of loss. The charge,
 317 compensation, payment, commission, fee, or any other thing of
 318 value must be based only on the claim payments or settlements
 319 paid to the insured, exclusive of attorney fees and costs,
 320 obtained through the work of the public adjuster after entering
 321 into the contract with the insured or claimant. Compensation for
 322 the reopened or supplemental claim may not exceed 20 percent of
 323 the reopened or supplemental claim payment. In no event shall
 324 the contracts described in this paragraph exceed the limitations
 325 in paragraph (b).

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

329 1. Ten percent of the amount of insurance claim payments
 330 or settlements, exclusive of attorney fees and costs, paid to
 331 the insured by the insurer for claims based on events that are
 332 the subject of a declaration of a state of emergency by the
 333 Governor. This provision applies to claims made during the year
 334 after the declaration of emergency. After that year, the
 335 limitations in subparagraph 2. apply.

336 2. Twenty percent of the amount of insurance claim
 337 payments or settlements, exclusive of attorney fees and costs,
 338 paid to the insured by the insurer for claims that are not based
 339 on events that are the subject of a declaration of a state of
 340 emergency by the Governor.

341 3. One percent of the amount of insurance claim payments
 342 or settlements, paid to the insured by the insurer for any
 343 coverage part of the policy where the claim payment or written
 344 agreement by the insurer to pay is equal to or greater than the
 345 policy limit for that part of the policy, if the payment or
 346 written commitment to pay is provided within 14 days after the
 347 date of loss or within 10 days after the date on which the
 348 public adjusting contract is executed, whichever is later.

349 4. Zero percent of the amount of insurance claim payments
 350 or settlements, paid to the insured by the insurer for any

351 coverage part of the policy where the claim payment or written
 352 agreement by the insurer to pay occurs before the date on which
 353 the public adjusting contract is executed.

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

357 (d) Public adjuster compensation may not be based on
 358 amounts attributable to additional living expenses, unless such
 359 compensation is affirmatively agreed to in a separate agreement
 360 that includes a disclosure in substantially the following form:
 361 "I agree to retain and compensate the public adjuster for
 362 adjusting my additional living expenses and securing payment
 363 from my insurer for amounts attributable to additional living
 364 expenses payable under the policy issued on my (home/mobile
 365 home/condominium unit)."

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

368 (f) Any maneuver, shift, or device through which the
 369 limits on compensation set forth in this subsection are exceeded
 370 is a violation of this chapter punishable as provided under s.
 371 626.8698.

372 (12) (a) Each public adjuster must provide to the claimant
 373 or insured a written estimate of the loss to assist in the
 374 submission of a proof of loss or any other claim for payment of
 375 insurance proceeds within 60 days after the date of the

376 contract. The written estimate must include an itemized, per-
377 unit estimate of the repairs, including itemized information on
378 equipment, materials, labor, and supplies, in accordance with
379 accepted industry standards. The public adjuster shall retain
380 such written estimate for at least 5 years and shall make the
381 estimate available to the claimant or insured, the insurer, and
382 the department upon request.

383 (b) An insured may cancel the contract with no additional
384 penalties or fees charged by the public adjuster if such an
385 estimate is not provided within 60 days after executing the
386 contract, subject to the cancellation notice requirement in this
387 section, unless the failure to provide the estimate within 60
388 days is caused by factors beyond the control of the public
389 adjuster. The cancellation period shall cease on the date the
390 public adjuster provides the written estimate to the insured.

391 (13) A public adjuster, public adjuster apprentice, or any
392 person acting on behalf of a public adjuster or apprentice may
393 not accept referrals of business from any person with whom the
394 public adjuster conducts business if there is any form or manner
395 of agreement to compensate the person, directly or indirectly,
396 for referring business to the public adjuster. A public adjuster
397 may not compensate any person, except for another public
398 adjuster, directly or indirectly, for the principal purpose of
399 referring business to the public adjuster.

400 (14) A company employee adjuster, independent adjuster,

401 attorney, investigator, or other persons acting on behalf of an
 402 insurer that needs access to an insured or claimant or to the
 403 insured property that is the subject of a claim must provide at
 404 least 48 hours' notice to the insured or claimant, public
 405 adjuster, or legal representative before scheduling a meeting
 406 with the claimant or an onsite inspection of the insured
 407 property. The insured or claimant may deny access to the
 408 property if the notice has not been provided. The insured or
 409 claimant may waive the 48-hour notice.

410 (15) The public adjuster must ensure that prompt notice is
 411 given of the claim to the insurer, the public adjuster's
 412 contract is provided to the insurer, the property is available
 413 for inspection of the loss or damage by the insurer, and the
 414 insurer is given an opportunity to interview the insured
 415 directly about the loss and claim. The insurer must be allowed
 416 to obtain necessary information to investigate and respond to
 417 the claim.

418 (a) The insurer may not exclude the public adjuster from
 419 its in-person meetings with the insured. The insurer shall meet
 420 or communicate with the public adjuster in an effort to reach
 421 agreement as to the scope of the covered loss under the
 422 insurance policy. The public adjuster shall meet or communicate
 423 with the insurer in an effort to reach agreement as to the scope
 424 of the covered loss under the insurance policy. This section
 425 does not impair the terms and conditions of the insurance policy

426 | in effect at the time the claim is filed.

427 | (b) A public adjuster may not restrict or prevent an
 428 | insurer, company employee adjuster, independent adjuster,
 429 | attorney, investigator, or other person acting on behalf of the
 430 | insurer from having reasonable access at reasonable times to any
 431 | insured or claimant or to the insured property that is the
 432 | subject of a claim.

433 | (c) A public adjuster may not act or fail to reasonably
 434 | act in any manner that obstructs or prevents an insurer or
 435 | insurer's adjuster from timely conducting an inspection of any
 436 | part of the insured property for which there is a claim for loss
 437 | or damage. The public adjuster representing the insureds may be
 438 | present for the insurer's inspection, but if the unavailability
 439 | of the public adjuster otherwise delays the insurer's timely
 440 | inspection of the property, the public adjuster or the insureds
 441 | must allow the insurer to have access to the property without
 442 | the participation or presence of the public adjuster or insureds
 443 | in order to facilitate the insurer's prompt inspection of the
 444 | loss or damage.

445 | (16) A licensed contractor under part I of chapter 489, or
 446 | a subcontractor of such licensee, may not advertise, solicit,
 447 | offer to handle, handle, or perform public adjuster services as
 448 | provided in subsection (1) unless licensed and compliant as a
 449 | public adjuster under this chapter. The prohibition against
 450 | solicitation does not preclude a contractor from suggesting or

451 otherwise recommending to a consumer that the consumer consider
 452 contacting his or her insurer to determine if the proposed
 453 repair is covered under the consumer's insurance policy, except
 454 as it relates to solicitation prohibited in s. 489.147. In
 455 addition, the contractor may discuss or explain a bid for
 456 construction or repair of covered property with the residential
 457 property owner who has suffered loss or damage covered by a
 458 property insurance policy, or the insurer of such property, if
 459 the contractor is doing so for the usual and customary fees
 460 applicable to the work to be performed as stated in the contract
 461 between the contractor and the insured.

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

465 (18) A public adjuster, a public adjuster apprentice, or a
 466 person acting on behalf of an adjuster or apprentice may not
 467 enter into a contract or accept a power of attorney that vests
 468 in the public adjuster, the public adjuster apprentice, or the
 469 person acting on behalf of the adjuster or apprentice the
 470 effective authority to choose the persons or entities that will
 471 perform repair work in a property insurance claim or provide
 472 goods or services that will require the insured or third-party
 473 claimant to expend funds in excess of those payable to the
 474 public adjuster under the terms of the contract for adjusting
 475 services.

476 (19) Subsections (5)-(18) apply only to residential
 477 property insurance policies and condominium unit owner policies
 478 as described in s. 718.111(11), except that subsection (11) also
 479 applies to coverages provided by condominium association,
 480 cooperative association, apartment building, and similar
 481 policies, including policies covering the common elements of a
 482 homeowners' association.

483 Section 8. Subsection (2) of section 626.8796, Florida
 484 Statutes, is amended to read:

485 626.8796 Public adjuster contracts; disclosure statement;
 486 fraud statement.-

487 (2) A public adjuster contract relating to a property and
 488 casualty claim must contain the full name, permanent business
 489 address, phone number, e-mail address, and license number of the
 490 public adjuster; the full name and license number of the public
 491 adjusting firm; and the insured's full name, street address,
 492 phone number, and e-mail address, together with a brief
 493 description of the loss. The contract must state the percentage
 494 of compensation for the public adjuster's services in minimum
 495 18-point bold type before the space reserved in the contract for
 496 the signature of the insured; the type of claim, including an
 497 emergency claim, nonemergency claim, or supplemental claim; the
 498 initials of the named insured on each page that does not contain
 499 the insured's signature; the signatures of the public adjuster
 500 and all named insureds; and the signature date. If all of the

501 named insureds' signatures are not available, the public
502 adjuster must submit an affidavit signed by the available named
503 insureds attesting that they have authority to enter into the
504 contract and settle all claim issues on behalf of the named
505 insureds. An unaltered copy of the executed contract must be
506 remitted to the insured at the time of execution and to the
507 insurer, or the insurer's representative within 7 days after
508 execution. A public adjusting firm that adjusts claims primarily
509 for commercial entities with operations in more than one state
510 and that does not directly or indirectly perform adjusting
511 services for insurers or individual homeowners is deemed to
512 comply with the requirements of this subsection if, at the time
513 a proof of loss is submitted, the public adjusting firm remits
514 to the insurer an affidavit signed by the public adjuster or
515 public adjuster apprentice that identifies:

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

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

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

523 (d) An attestation that the compensation for public
524 adjusting services will not exceed the limitations provided by
525 law.

526 (e) The type of claim, including an emergency claim,
 527 nonemergency claim, or supplemental claim.

528 Section 9. Section 627.6426, Florida Statutes, is amended
 529 to read:

530 627.6426 Short-term health insurance.—

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

537 (2) All contracts for short-term health insurance entered
 538 into by an issuer and an individual seeking coverage shall
 539 include the following written disclosures signed by the
 540 purchaser at the time of purchase disclosure:

541 (a) The following statement:

542
 543 "This coverage is not required to comply with certain federal
 544 market requirements for health insurance, principally those
 545 contained in the Patient Protection and Affordable Care Act. Be
 546 sure to check your policy carefully to make sure you are aware
 547 of any exclusions or limitations regarding coverage of
 548 preexisting conditions or health benefits (such as
 549 hospitalization, emergency services, maternity care, preventive
 550 care, prescription drugs, and mental health and substance use

551 disorder services). Your policy might also have lifetime and/or
552 annual dollar limits on health benefits. If this coverage
553 expires or you lose eligibility for this coverage, you might
554 have to wait until an open enrollment period to get other health
555 insurance coverage."

556 (b) The following information:

557 1. The duration of the contract, including any waiting
558 period.

559 2. Any essential health benefit under 42 U.S.C. s.
560 18022(b) that the contract does not provide.

561 3. The content of coverage.

562 4. Any exclusion of preexisting conditions.

563 (3) These disclosures must be printed in no less than 12-
564 point type and in a color that is readable. A copy of the signed
565 disclosures must be maintained by the issuer for a period of 5
566 years after the date of purchase.

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

569 Section 10. Subsection (4) of section 627.70132, Florida
570 Statutes, is renumbered as subsection (5), and a new subsection
571 (4) is added to that section to read:

572 627.70132 Notice of property insurance claim.—

573 (4) A claim resulting from loss assessment as described in
574 s. 627.714 is considered to have occurred on the date of the
575 notice of loss assessment sent by a unit owner's condominium

576 association.

577 Section 11. Section 791.012, Florida Statutes, is amended
578 to read:

579 791.012 Minimum fireworks safety standards.—The outdoor
580 display of fireworks in this state shall be governed by the
581 National Fire Protection Association (NFPA) 1123, Code for
582 Fireworks Display, 2018 ~~1995~~ Edition, ~~approved by the American~~
583 ~~National Standards Institute~~. Any state, county, or municipal
584 law, rule, or ordinance may provide for more stringent
585 regulations for the outdoor display of fireworks, but in no
586 event may any such law, rule, or ordinance provide for less
587 stringent regulations for the outdoor display of fireworks. The
588 division shall promulgate rules to carry out the provisions of
589 this section. The Code for Fireworks Display shall not govern
590 the display of any fireworks on private, residential property
591 and shall not govern the display of those items included under
592 s. 791.01(4)(b) and (c) and authorized for sale thereunder

593 Section 12. This act shall take effect July 1, 2024.