

FLORIDA HOMEOWNER'S POLICY AND CLAIM

BILL OF RIGHTS

The Florida Homeowner's Policy and Claim Bill of Rights provides consumers of homeowner's insurance a list of rights and promotes a basic understanding for how an insurance policy should work once a claim has been filed.

The Bill of Rights does not address the homeowner's responsibilities; however, all consumers of homeowner's insurance should review their policy to understand their responsibilities. Basic knowledge of remediating a loss and timely notifications are very important when filing a homeowner's insurance claim. A consumer's responsibilities concerning the insurance policy are contained in the policy and failure to meet your responsibilities may affect your rights.

1. COMPLAINTS AND ALTERNATIVE DISPUTE RESOLUTION

Consumers have the right to contact the Florida Department of Financial Services (DFS) at 1-877-MyFLCFO (1-877-693-5236) or www.MyFloridaCFO.com/Division/Consumers, ask for assistance, file a complaint, request mediation to resolve a claim dispute or neutral evaluation of a sinkhole claim. Mediation with a DFS appointed mediator is available on all homeowner's claims and Neutral Evaluation with a DFS appointed mediator is available on sinkhole claims. In addition to these types of Alternative Dispute Resolution, a policy may provide for an appraisal process. Consumers are encouraged to engage in all available Alternative Dispute Resolution proceedings to avoid costly litigation. Consumers have the right to appropriate rules regarding each Alternative Dispute Resolution proceedings, which are consistent with the Florida Rules of Civil Procedure.

2. CLAIMS FILING

Consumers have the right to a timely response from the insurance company once the company has been notified of a claim. A consumer has the right to request the company send a claims adjuster immediately. Initial payments for coverages such as additional living expenses should be addressed within the first 24 hours after notification of a claim.

3. CONTRACTS FOR REPAIR

Consumers have the right to a detailed estimate of the scope of work to be done and a quote for all material and services rendered for any remediation or repair work. Consumers have the right to be notified and approve of any variance from the original scope of work and quote. Contracts for services beyond emergency remediation shall contain a 72 hour "right of rescission" and there shall be no penalty or fee for exercising the "right of rescission". Any repairs under the contract beyond emergency remediation requiring local permitting as required by the Florida

Building Code are required to be secured prior to any payment of proceeds under the insurance policy.

4. WATER REMEDIATION

Consumers have the right to a certified qualified remediation specialist for emergency water remediation. Water remediation companies must adopt Business Required Standards as provided by the Institute of Inspection Cleaning and Restoration Certification (IICRC).

5. ASSIGNMENT OF BENEFITS

Consumers have the right to assign limited portions of their benefits under an insurance policy under Coverage A: Dwelling and Coverage B: Other Structures. The assignment of benefits must contain a 72 hour “right of rescission” that begins upon notification of the assignment to the insurance company. All other contract requirements as listed above apply.

6. INVESTIGATIONS AND EXAMINATIONS UNDER OATH

Consumers have the right to be treated respectfully and fairly in the investigation of a claim. Consumers have the right to notification and request for documentation when attending an examination under oath consistent with the requirements for deposition under the Florida Rules of Civil Procedure.

7. RIGHT TO REPAIR AND MANAGED PROGRAMS

Consumers have the right to be informed of the election by a company to repair the property. Consumers have the right to a detailed scope of work to be performed and notification of a process for redress, if the consumer is not satisfied with the work performed or scope of work to be performed. Consumers have the right to a warranty for work performed at the election of the insurance company for a period of at least three years.