

Form Filing Checklist

Commercial Property and Commercial Multi-Peril Forms

Commercial property and commercial multi-peril form filings are not subject to prior approval pursuant to section 627.410, Florida Statutes. To help facilitate easy and expedited informational commercial property and commercial multi-peril form filings, the Florida Office of Insurance Regulation (OIR) provides this checklist as a resource. This checklist includes statutes, rules, and bulletins that apply to commercial property and commercial multi-peril forms **but may not contain all of the requirements** for a filing. Please refer to the cited statutes and rules for instructions and guidance.

Companies can complete this checklist and upload this document along with the certification for Informational form filings required by section [627.4102](#), Florida Statutes.

Those cited statutes and/or rules denoted with an asterisk (*) do not apply to commercial non-residential property filings.

STATUTE / RULE	TOPIC	COMMENTS	Yes	N/A	Form #	Page #
627.7152(1)	Assignment of Benefits (AOB)	Defined terms applicable to assignment agreements				
627.7152(2)		An assignment agreement must include all requirements pertaining to assignment agreements and include the required statement				
627.7152(3) & (4)		Assignee's duties regarding claims				
627.7152(9)		Written notice of assignee's intent to initiate litigation required				
627.422(2)		A residential or commercial property policy may not prohibit the assignment of post-loss benefits unless it complies with 627.7153				
627.7153(2)	AOB, Policies Restricting	An insurer <u>may</u> for a reduced premium make available a policy that restricts in whole or in part an insured's right to assign post-loss benefits				
627.7153(2)(d)		A policy that restricts the insured's right to assign post-loss benefits must include a prescribed notice in 18-point uppercase and boldfaced type (typically, on the Declarations Page)				
627.7153(3)		Insurer must notify insured of the coverage options regarding assignment of benefits at least once a year with the notice of premium				

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627.7153(4)		Insured must reject a fully assignable policy in writing or electronically on a form approved by OIR, which states that the policy restricts the assignment of benefits (see statute for required statement)				
626.752(1)(b), (3)(b), (c), & (d)	Applications	If applicable, exchange of business requirements must be followed				
790.338(7)		May not deny coverage, increase premium, or otherwise discriminate due to lawful ownership or possession of or lawful use or storage of a firearm or ammunition.				
627.4035*		Insurer must offer option of quarterly and semiannual premium payment plans; may offer monthly payment plans				
627.4085(1)		Must prominently display the name of the insuring entity on the first page				
		Must disclose the name and license number of the agent (typed, printed, stamped, or legibly handwritten)				
627.409 & 690-167.005		Statements made by insureds in applications are representations, not warranties; warranties by insureds are not allowed				
626.9741(3)		If an insurer requests or utilizes credit reporting in the review of personal residential insurance applications, the insurer must inform an applicant or insured, in the same medium as the application is taken, that a credit report or score is being requested for underwriting or rating purposes Also, must include prescribed statement regarding free financial literacy programs offered by DFS				
690-125.004(3)(c)		If insurer requests or utilizes credit reporting and is using the application to provide the required notice, then it shall provide a space for the initials of the person completing the application, denoting that the notice was provided				
627.410(1)		Must be filed if to be made a part of the policy/contract of insurance				
817.234(1)(b)		All application forms must contain the fraud statement				
627.4205	Binders	Coverage identification number required				
627.420	Binder Cancellation	5 days' notice required				

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627.4133(1)	Cancellation	Non-Residential Property Policies are not prohibited from providing notice requirements as stated in 627.4133(2); however, policies must at least comply with 627.4133(1)				
627.4133(2)(b)*		Advance written notice of at least 120 days for policies in force more than 90 days (some exceptions apply- see statute)				
627.4133(2)(b)1.*		At least 10 days' advance written notice required for cancellation for nonpayment of premium				
		Must permit a curing opportunity for a dishonored check representing the initial premium payment; earlier of 5 days after actual notice by certified mail is received by the applicant or 15 days after notice is sent to the applicant by certified or registered mail				
627.4133(2)(b)2.*		Advance written notice of at least 20 days must be given during the first 90 days policy is in force, if cancelled for other than nonpayment (some exceptions apply - see statute)				
627.4133(2)(b)		At least 120 days' advance written notice required before effective date of cancellation for policies in force more than 90 days, if cancelled for other than nonpayment (some exceptions apply - see statute)				
627.4133(2)(b)3.*		Limited reasons for cancellation after the policy is in effect for 90 days				
627.4133(2)(b)4.*		After a policy is in effect more than 90 days, no cancellation will be based on credit information available in public records				
627.4133(2)(d)*		Insurer may not cancel an insurance policy on residential property damaged as a result of hurricane or wind loss, upon declaration of an emergency, until a period of 90 days after the dwelling has been repaired (some exceptions apply - see statute)				
627.4133(2)(e)*	Cancellation effective date is extended until the end of the "duration" of a hurricane					

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627.4133(3)		Policy may not be cancelled for property claims that are a result of an act of God (see statute for exception)				
627.4133(5)		Policy cancelled because mortgage lender failed to timely pay premium must be reinstated in accordance with 501.137				
69O-170.010(1) & (3)		The inclusion of fully earned premium provisions in insurance contracts or endorsements is prohibited (see rule for exceptions)				
627.4133(6)		Policy may not be cancelled solely because of a single water damage claim (see statute for exception)				
69O-167.001(1)		Refund of unearned premium within 15 working days after cancellation effective date				
627.4133(2)(b)* & 627.4091	Cancellation Notice	Must include reason(s) for cancellation				
69O-167.001(1)		Refund of unearned premium must be sent within 15 working days after the effective date of cancellation This should be stated in the Cancellation Notice and/or in the policy's cancellation provision.				
627.706(1)	Catastrophic Ground Cover Collapse (CGCC) (also see Sinkhole)	Coverage shall be provided (not required on tenant policies)				
627.706(2)(a)		"CGCC" defined				
627.706(2)(d) & (e)		"Primary structural member" and "primary structural system" defined				
627.706(2)(k)		"Structural damage" defined				
626.854(13)	Claims	Insurer or person acting on insurer's behalf must give at least 48 hours' notice to insured or claimant, public adjuster, or legal representative before scheduling a meeting or onsite inspection pursuant to a claim Insured or claimant may deny access, if such notice is not given				
627.409(3)*		Insured or claimant may waive notice requirement After policy in effect more than 90 days, insured's claim cannot be denied based on credit information available in public records				

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627.4265		Claim payment must be tendered within 20 days after claimant and insurer have agreed to a settlement				
627.427		Insurer must issue payment within 60 days after entry of judgment against insurer				
627.70131(7)(a)*		Insurer must pay or deny a claim or portion of a claim within 90 days after receiving the initial, reopened, or supplemental claim, unless the failure to pay is caused by factors beyond the control of the insurer which reasonably prevent such payment. This requirement may not be waived, voided, or nullified by the terms of the insurance policy Failure to comply with this time limit does not form the sole basis for a private cause of action				
627.70132		Notice of property insurance claim – 2 Years for claim or reopened claim; 3 years for supplemental claim				
627.70132(1)		“Reopened claim” and “supplemental claim” defined				
627.70132(2)		Notice of initial or reopened claim must be given to insurer within two years after the date of loss; notice of supplemental claim within three years after date of loss				
627.70132(3)		Date of loss for claims resulting from hurricane, windstorm, or other weather-related events clarified				
627.706(5)		Notice of sinkhole claim – 2 Years				
718.111(11)(f)3.	Condominium	Condominium association policies shall exclude various items identified in statute; such property and any insurance thereupon are the responsibility of the unit owner				
718.111(11)(g)2.		Unit owner is responsible for the cost of reconstruction of any portions of the condominium property for which the unit owner is required to carry property insurance				
627.714(1)*		Condominium unit owner policy must include at least \$2,000 property loss assessment coverage				
		Restriction on deductible amount for loss assessment coverage				

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627.714(2)		<p>The maximum amount of any unit owner’s loss assessment coverage that can be assessed for any loss shall be the amount of the unit owner’s loss assessment coverage limit in effect 1 day before the date of the occurrence that gave rise to the loss</p> <p>Such coverage is applicable to any loss assessment regardless of the date of the assessment by the association</p> <p>Any changes to the unit owner’s loss assessment coverage limit made on or after the day before the date of the occurrence are not applicable to such loss</p>				
627.714(3)		Regardless of the number of assessments, the insurer is not required to pay more than the loss assessment coverage limit as a result of the same direct loss to property				
627.714(4)		<p>Condo unit owner’s policy must contain a provision stating that coverage is excess over the amount recoverable under any other policy covering the same property</p> <p>If a condominium association’s insurance policy prohibits subrogation rights against unit owners in the association, an individual unit owner’s policy may not provide subrogation rights against the association</p>				
624.425	Declarations Page (If applicable, also see Renewal Premium Notice comments) (also see “Contents of Policies” and “Renewal Premium Notice”)	Policy must be signed by Florida licensed agent				
627.0629(4)		Premium for hurricane coverage must be indicated separately from premium for all other coverages (may be on declarations page or premium notice)				
627.413		Every policy shall specify: the names of the parties to the contract; the subject of the insurance; risks (perils) insured against; effective date and time; the premium; conditions; and form numbers and edition dates of all endorsements attached to the policy				
627.4131		Phone number and its purpose must be made available to present inquiries or obtain information about coverage and to provide assistance in resolving complaints (may be located elsewhere--e.g., on policy jacket)				
627.701(4)(a)		Hurricane deductible statement is required in boldfaced type, no smaller than 18-point font (see statute for prescribed language)				

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627.706(3)		If sinkhole coverage is excluded, bold type statement in at least 14-point font is required (see statute)				
627.4145	Flesch Readability	Every policy (and any endorsement thereto) shall be readable as required (see statute for exceptions)				
627.413(4)	Form Number and Edition Date	Each form requires unique identifiers				
		Any form change requires identifier change				
627.701(5)(b)*	Hurricane Deductible	Alternative hurricane deductibles				
627.4145(1)(f)	Index	For readability the policy shall contain an index (or table of contents) of the principal sections of the policy				
627.7015* & 69J-166.002	Mediation	Alternative dispute resolution procedure for residential property insurance claims				
628.301(1)	Mutual Insurer	Required policy language for domestic mutual insurer				
627.7074	Neutral Evaluation	Alternative dispute resolution procedure for sinkhole claims				
627.7074(3)		Claim must have been submitted within 2-year timeframe in 627.706(5)				
		Neutral Evaluation supersedes Mediation				
627.7074(4)		Nonbinding but mandatory if requested by either party				
		Request for Neutral Evaluation tolls the applicable time requirements for filing suit for 60 days following the conclusion of the Neutral Evaluation process or the time prescribed in Section 95.11, whichever is later (also see "Suit Against Insurer")				
627.4133(1)	Nonrenewal	Non-Residential Property Policies are not prohibited from providing notice requirements as stated in 627.4133(2); however, policies must at least comply with 627.4133(1)				

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627.4133(2)(b)		At least 120 days' advance written notice required before effective date of nonrenewal for policies in force more than 90 days (some exceptions apply - see statute)				
627.4133(2)(b)4. & 626.9741(4)(b)		No nonrenewal based on credit information available in public records				
627.4133(2)(d)		Insurer may not nonrenew an insurance policy on residential property damaged as a result of hurricane or wind loss, upon declaration of an emergency, until a period of 90 days after the dwelling has been repaired (some exceptions apply - see statute)				
627.4133(2)(e)		Nonrenewal effective date is extended until the end of the "duration" of a hurricane				
627.4133(3)		Policy may not be nonrenewed for property claims that are a result of an act of God (see statute for exception)				
627.4133(6)		Policy may not be nonrenewed solely because of a single water damage claim (see statute for exception)				
627.707(7)		Insurer may not nonrenew based on claims for sinkhole loss, unless claim payments equal or exceed the policy limits in effect on the date of loss, or unless the policyholder failed to repair the structure in accordance with the engineering recommendations upon which claim payments were based. If the insurer pays such limits, it may nonrenew the policy				
799.338(7)		May not deny coverage, increase premium, or otherwise discriminate due to lawful ownership or possession of or lawful use or storage of a firearm or ammunition.				
627.4133(2)(b) & 627.4091	Nonrenewal Notice	Must include reason(s) for nonrenewal				
627.43141(2)	Notice of Change in Policy Terms	Required written notice if renewal contains a change in policy terms (only the template is subject to OIR review and approval - not the completed form)				
		Such notice shall be entitled "Notice of Change in Policy Terms"				

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627.4143	Outline of Coverage	Not subject to OIR review or approval				
627.4131	Phone Number	Phone number and its purpose must be made available to present inquiries or obtain information about coverage and to provide assistance in resolving complaints				
627.4133(2)(a)	Renewal Premium Notice	45 days' advance written notice to insured is required				
627.4133(7)(a)1.*	(alternatively, these items may be addressed on the declarations page)	Dollar amounts recouped for assessments by Florida Hurricane Catastrophe Fund, Citizens Property Insurance Corporation, and the Florida Insurance Guaranty Association must be specified				
627.4133(7)(a)2.*		Dollar amount of any premium increase due to approved rate increase must be specified				
		Total dollar amount due to coverage changes must be specified				
627.0629(2)(c)*		Amount by which the rate is adjusted as the result of BCEGS, including the maximum possible positive and negative adjustments shall be specified (does not apply to mobile home policies)				
627.0629(4)		Premium for hurricane coverage must be indicated separately from premium for all other coverages				
627.706(1)(b)	Sinkhole	Insurer must make available, for an appropriate additional premium, coverage for sinkhole losses (not required on tenant policies)				
		Insurer may include a sinkhole deductible of 1%, 2%, 5% or 10% of policy dwelling limits				
627.706(2)(d) & (e)		"Primary structural member" and "primary structural system" defined				
627.706(2)(k)		"Structural damage" defined				
627.706(2)(i)		"Sinkhole activity" defined				
627.706(2)(j)		"Sinkhole loss" defined				
627.706(3)		If sinkhole coverage is excluded, bold type statement in at least 14-point font is required (see statute)				
627.706(5)		Any sinkhole claim, including, but not limited to, initial, supplemental, and reopened claims is barred unless notice of the claim was given to the insurer within 2 years after insured knew or reasonably should have known about the sinkhole loss				

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627.7074		Neutral evaluation- dispute resolution process for disputed sinkhole claims (see “Neutral Evaluation” section above)				
627.707(4)(b)		If insurer denies a claim for sinkhole loss without performing testing, insured may demand sinkhole testing within 60 days after claim denial (see statute for details)				
627.707(5)		Insurer shall pay to stabilize the land and building and repair the foundation in accordance with the recommendations of the professional engineer, with notice to the policyholder				
627.707(5)(a)		Payments may be limited to actual cash value until insured enters into a contract for building stabilization and foundation repairs				
		Payments may be limited to actual cash value until policyholder enters contract				
627.707(5)(b)		Time limit to enter sinkhole contract after insurer confirms coverages and notifies insured - 90 days				
627.707(5)(d)		Time limit to complete repairs - 12 months (see statute for exceptions)				
627.707(5)(f)		“Rebate” prohibited and defined				
627.707(6)		If the insured submits a sinkhole claim without good faith grounds for doing so, and the insurer obtains written certification of no sinkhole loss, the insured must reimburse the insurer 50% of actual costs of testing, but not more than \$2,500 per claim (see statute for details)				
627.7073(2)(b)		As a precondition to accepting payment for sinkhole loss, insured must file a copy of any sinkhole report prepared on behalf of the insured				
95.11(2)	Statute of Limitations	Action against insurer must be commenced within 5 years from the date of loss				
627.70152	Suit Against Insurer	Applicable to all suits arising under a residential property insurance policy not brought by an assignee				
627.70152(3)		Claimant must provide DFS with written notice of intent to initiate litigation on a form provided by DFS at least 10 business days before filing suit, but not before insurer has made a determination of coverage under 627.70131 (see statute for more details, including Insurer Duties; also see “Statute of Limitations”)				

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627.702	Valued Policy Law	In the event of a total loss to a building or structure, the insurer’s liability under the policy shall be the amount of money for which the property was insured and for which premium has been paid (see statute for exceptions)				
627.712(1) & (2)*	Windstorm Exclusion	Insurer must make available, at the option of the insured, an exclusion of windstorm coverage (see statute for exceptions)				
627.712(2)(a)1.		Requires that insured handwrite a prescribed statement, which must be signed by all named insureds, and dated				
627.712(2)(a)2.		If policyholder is other than a natural person, a signed statement on letterhead is required				
69O-167.014		Alternative methods to handwritten statements are available				
627.712(2)(b)		If the insured structure is subject to a mortgage or lien, the policyholder must provide the insurer with a written statement from the mortgageholder or lienholder indicating that the mortgageholder or lienholder approved the policyholder electing to exclude windstorm coverage (the actual statement from the mortgageholder is not subject to OIR review or approval)				
627.70132(1)	Windstorm or Hurricane Claim	“Reopened claim” and “supplemental claim” defined				
627.70132(2)		Notice of initial or reopened claim must be given to insurer within two years after the date of loss; notice of supplemental claim within three years after date of loss				
627.70132(3)		Date of loss for claims resulting from hurricane, windstorm, or other weather-related events clarified				