BEFORE	NOW (HB 837)
STATUTE OF LIMITATIONS FOR ACTIONS FOUNDED ON NEGLIGENCE	
Four years	Two years
NEGLIGENCE STANDARD	
Pure Comparative Fault: Fault is apportioned among the responsible parties and the plaintiffs' damages are proportionally reduced based on their percentage of fault.	Modified Comparative Fault: Fault is apportioned among the responsible parties but (except in cases of medical negligence) if the plaintiff is more than 50% at fault, he or she may not recover any damages.
EVIDENCE TO PROVE PAST/FUTURE MEDICAL TREATMENT	
Generally, the plaintiff could submit as evidence of damages the full amount billed for medical services—whether paid by collateral sources, provided under a letter of protection (LOP), etc. Following the jury's verdict, the court could then set-off the award of past medical expenses by the dollar amount of contractual adjustments made by the collateral source providers.	• For past medical expenses, the plaintiff will only be able to present evidence of the amount *actually paid* for the services, not the original billed amount. • If the services have not been paid and the plaintiff has insurance, the plaintiff may only seek the amount his or her insurer will be required to pay. • If the services have not been paid and the plaintiff has no insurance, the plaintiff may only seek 120% of the Medicare reimbursement rate or, if there is no such rate for the service, 170% of the state Medicaid rate. • The plaintiff must disclose any LOP and itemized billing for medical expenses.
ATTORNEY-REFERRALS FOR TREATMENT	
Whether a plaintiff's attorney referred him or her to a doctor for treatment was protected by the attorney-client privilege. *See Worley v. Cent. Fla. YMCA*, 228 So. 3d 18, 25 (Fla. 2017).	A lawyer's referral for treatment under an LOP is discoverable and admissible, and therefore, no longer privileged. Also, the financial relationship between a law firm and a medical provider, including the number of referrals, frequency, and financial benefit obtained, is relevant to the issue of bias of a testifying medical provider.
CHANGES TO BAD FAITH LAW	

There was much confusion because of two competing theories—on one hand, negligence alone was said to be insufficient to prove bad faith, but, on the other hand, negligence was deemed relevant to the question of good faith. *Harvey v. GEICO Gen. Ins. Co.*, 259 So. 3d 1, 9 (Fla. 2018). Therefore, evidence of negligence effectively required a jury trial. This caused several Florida Supreme Court justices to conclude that Florida had "effectively adopt[ed] a negligence standard for bad faith actions" and that "mere negligence ha[d] now become bad faith." *Harvey*, 259 So. 3d at 19, 21 (Canady, C.J., dissenting).	• Codifies that mere negligence alone is insufficient to constitute bad faith.
	• Imposes a new duty on a claimant and a claimant's attorney to act in good faith in providing information, making demands of the insurer, setting deadlines, and attempting to settle the claim. If that duty is not followed, the jury may reasonably reduce the damages awarded against the insurer.
	• Provides immunity for bad faith if within 90 days of receiving actual notice of a claim along with evidence supporting the amount at issue, the insurer tenders the lesser of the policy limits or amount demanded.
	• Where there is more than one claimant with competing claims that together exceed policy limits, insurers can avoid bad faith liability by, within 90 days:
	  ○ filing an interpleader action (in which the claimants will be entitled to a prorated share of the policy limits as determined by the trier of fact) **or**
	  ○ where there is an agreement to engage in binding arbitration, the insurer makes available the policy limits to be prorated as determined by the arbitrator.

REPEAL OF ONE-WAY ATTORNEY FEE PROVISIONS AGAINST INSURERS	
Florida Statutes 627.428 (as to authorized insurers) and 626.9373 (as to surplus lines insurers) required that, upon entry of a judgment against an insurer, the court must award reasonable attorney's fees in favor of the insured and against the insurer.	Florida Statutes 627.428 and 626.9373 have been repealed.
PRESUMPTION AGAINST LIABILITY FOR APARTMENT AND MULTI-FAMILY HOUSING LANDLORDS	
There was no presumption against liability in any case. Owners have the duty to protect invitees from criminal attacks that are reasonably foreseeable, determined considering all the circumstances of each case. Therefore, a plaintiff could always argue that, regardless of the level of security measures in place, the owner breached his or her duty by failing to provide an additional security measure that would have prevented a foreseeable criminal attack.	There is now a presumption against liability of the property owner for criminal acts committed by third parties if the owner implements the following security precautions: • a security camera at all points of entry/exit with footage saved for at least 30 days, • lighting in the parking lot with certain specifications, • lighting walkways, laundry rooms, common areas, and porches from dusk until dawn, • a 1-inch deadbolt in each dwelling unit door, • a locking device on each window, • locked gates with key fob or access along pool areas, **and** • a peephole or door view for each unit door that does not have a window.
Additionally, the law prevented the apportionment of fault to the criminal actor who intentionally injured the plaintiff. Instead, it held that when a negligence claim involves an intentional tort, the intentional tortfeasor should not be listed on the verdict form. *Merrill Crossings Assocs. v. McDonald*, 705 So. 2d 560 (Fla. 1997); *Hennis v. City Tropics Bistro, Inc.*, 1 So. 3d 1152, 1155 (Fla. 5th DCA 2009).	Additionally, under Florida Statute 768.0701, in all negligent security cases, the fact finder must now apportion fault to all persons who contributed to the injury, including the criminal actor.