

S 1057 -- Redline

Bill Text to Engrossed -- INSURED HOMEOWNER PROTECTION ACT - Adds to existing law to implement the Insured Homeowner Protection Act regarding assignment of benefits contracts or agreements.

Deletions ~~struck~~ · Insertions underlined

~~1057~~1057, As Amended BY COMMERCE AND HUMAN RESOURCES COMMITTEE AN ACT RELATING TO THE INSURED HOMEOWNER PROTECTION ACT;

An assignment or assignment of bene- fits contract or agreement and the parties to such a contract are required to comply with every provision of this ~~chapter~~chapter, unless a property owner and the property owner's insurer have agreed otherwise.

~~(2)~~(2)(a) "Residential contractor" means a person in the business of con- tracting or offering to contract with an owner or a possessor of ~~residential~~resi- dential real estate to:

~~(a)(i)~~ Repair or perform replacement, construction, or ~~reconstruction~~reconstruc- tion work on residential real estate;

~~(b)(ii)~~ Perform interior or exterior cleanup ~~services~~services, including but not limited to mitigation, demolition, structural drying, or any other reasonably necessary remediation services, on residential real estate;

or ~~(c)(iii)~~ Arrange~~Direct, for,~~ manage, or process the work referred to in ~~paragraph~~subpara- (a)graph (i) or ~~(b)(ii)~~ of this ~~subsection~~paragraph.

~~(3)(b)~~ "Residential real estate"~~The real term estate"~~"residential means contractor" ~~adoes now not or include~~ an ~~existing insurer building, or in- cluding a detached third-party garage, adjuster constructed or for public habitation adjuster by working at on least behalf one of (1) a but property no owner, more than four (4) families.~~

(3) "Residential real estate" means a new or existing building, includ- ing a detached garage or any outbuilding, constructed for habitation by at least one (1) but no more than four (4) families, excluding multiple building properties.

(4) Within ten (10) days after a contract to provide goods or services to be paid from the proceeds of a property and casualty insurance policy has been canceled by notification pursuant to this section, the residential con- tractor must tender to the person canceling the contract any payments, par- tial payments, or deposits made by the person and any note or other evidence of indebtedness, except if the residential contractor has provided goods or services or ordered unreturnable materials agreed to by the person in ~~writing~~writ- ing to be necessary to prevent ~~dam-~~damage ~~age-~~ to the premises, the residential ~~contractor~~con- tractor is entitled to be paid the reasonable value of those goods or ~~services~~ser- vices or verifiable return charges for returned ordered materials.

A ~~contract~~con- tract provision to ~~pro-~~provide ~~vide~~ goods or services to be paid from the proceeds of a property and casualty insurance policy requiring the payment of a fee that is not for the goods or services is not enforceable against a person who has ~~canceled~~can- celed a contract ~~pur-~~pursuant- ~~suant~~ to this section.

A residential contractor may not promise to discount or rebate any or all of a portion of an insurance deductible as an inducement to the sale of goods or services.

~~A promise violation to rebate a portion of an this insurance section deductible is includes hereby granting deemed an allowance or offering a discount against the fees to be charged or paying an insured or a person violation associated with the residential real estate a form of compensation, chapter except 13, for title an 41, item Idaho of Code, nominal value.~~

~~A viola- tion of this section is hereby deemed to be a violation of chapter 13, title 41, Idaho Code.~~

"YOU ARE AGREEING TO ASSIGN CERTAIN RIGHTS YOU HAVE UNDER YOUR ~~INSUR-~~INSURANCE-ANCE POLICY.

~~THE ITEMIZED DESCRIPTION OF THE WORK TO BE DONE SHOWN IN THIS ASSIGNMENT FORM HAS NOT BEEN AGREED TO BY THE INSURER.~~

~~Before~~Unless the property owner and the property owner's insurer have agreed otherwise, before commencement of repair or replacement work, a residential contractor must furnish the ~~insured in-~~ insured and insurer with an itemized description of the work to be done and the ~~materi-~~materials, ~~als,~~ labor, and fees for repair or replacement of the damaged ~~residential~~residen- tial real estate and the total itemized amount agreed to be paid for the work to be performed, except the description may not limit the insured or ~~residential~~residen- tial contractor from identifying other goods and services necessary to ~~complete~~com- plete repairs or replacement associated with a covered loss.

A~~Unless the property owner and the property owner's insurer have agreed otherwise, a~~ policyholder may not waive any of the rights granted by this chapter.

A contract entered with a ~~resi-~~residen- tial ~~tial~~ contractor is void if the residential contractor violates this ~~chap-~~chapter- ~~ter-~~

