

House \_\_\_\_\_ Amendment NO. \_\_\_\_\_

Offered By

1 AMEND House Committee Substitute for House Bill Nos. 339 & 714, Page 1, Section A, Line 2,  
2 by inserting after all of said line the following:

3 "537.058. 1. As used in this section, the following terms shall mean:

4 (1) "Extra-contractual damages", any amount of damage that exceeds the total available  
5 limit of liability insurance for all of a liability insurer's liability insurance policies applicable to a  
6 claim for personal injury, bodily injury, or wrongful death;

7 (2) "Time-limited demand", any offer to settle any claim for personal injury, bodily injury,  
8 or wrongful death made by or on behalf of a claimant to a tortfeasor with a liability insurance policy  
9 for purposes of settling a claim against such person within the insurer's limit of liability insurance,  
10 which by its terms shall be accepted within a specified period of time;

11 (3) "Tortfeasor", any person claimed to have caused or contributed to cause personal injury,  
12 bodily injury, or wrongful death to a claimant.

13 2. A time-limited demand to settle any claim for personal injury, bodily injury, or wrongful  
14 death shall be in writing, shall reference this section, shall be sent certified mail, return receipt  
15 requested, to the tortfeasor's liability insurer, and shall contain the following material terms:

16 (1) The time period within which the offer shall remain open for acceptance by the  
17 tortfeasor's liability insurer, which shall not be less than ninety days from the date such demand is  
18 received by the liability insurer;

19 (2) The amount of monetary payment requested;

20 (3) The date and location of the loss;

21 (4) The claim number, if known;

22 (5) A description of all the injuries sustained by the claimant;

23 (6) The party or parties to be released if such time-limited demand is accepted;

24 (7) A description of the claims to be released if such time-limited demand is accepted; and

25 (8) An unconditional release for the liability insurer's insured from all present and future  
26 liability under section 537.060.

27 3. Such time-limited demand shall be accompanied by:

28 (1) A list of the names and addresses of health care providers who provided treatment to or  
29 evaluation of the claimant or decedent for injuries suffered from the date of injury until the date of  
30 the time-limited demand, and HIPAA compliant written authorizations sufficient to allow the  
31 liability insurer to obtain records from the health care providers listed; and

32 (2) A list of the names and addresses of all the claimant's employers at the time the claimant  
33 was first injured until the date of the time-limited demand, and written authorizations sufficient to  
34 allow the liability insurer to obtain records from all employers listed, if the claimant asserts a loss of  
35 wages, earnings, compensation, or profits however denominated;

36 4. If a liability insurer with the right to settle on behalf of an insured receives a time-limited

Action Taken \_\_\_\_\_ Date \_\_\_\_\_

1 demand, such insurer may accept the time-limited demand by providing written acceptance of the  
2 material terms outlined in subsection 2 of this section, delivered or postmarked to the claimant or  
3 the claimant's representative within the time period set in the time-limited demand.

4 5. Nothing in this section shall prohibit a claimant making a time-limited demand from  
5 requiring payment within a specified period; provided, however, that such period for payment shall  
6 not be less than ten days after the insurer's receipt of a fully executed unconditional release under  
7 section 537.060, as specified in subsection 2 of this section.

8 6. Nothing in this section applies to offers or demands or time-limited demands issued  
9 within ninety days of the trial by jury of any claim on which a lawsuit has been filed.

10 7. In any lawsuit filed by a claimant as an assignee of the tortfeasor or by the tortfeasor for  
11 the benefit of the claimant, a time-limited demand that does not strictly comply with the terms of  
12 this section shall not be considered as a reasonable opportunity to settle for the insurer and shall not  
13 be admissible in any lawsuit alleging extra-contractual damages against the tortfeasor's liability  
14 insurer."; and

15  
16 Further amend said bill by amending the title, enacting clause, and intersectional references  
17 accordingly.