

**NOTICE OF CHANGE IN POLICY TERMS
Florida Municipal Insurance Trust (FMIT)
2020-2021 Coverage Year**

GENERAL LIABILITY/PUBLIC OFFICIALS LIABILITY COVERAGE

Base GL/Public Officials 3rd Party Liability Coverage Agreement (FMIT CA 1020)

➤ **Limit of Liability:**

Amended limit of liability to provide an annual aggregate coverage limit of \$3,000,000 per Member for claims of Sexual Abuse and/or Sexual Action as provided in the Coverage Agreement.

➤ **Exclusions:**

EE. **Sexual action, sexual abuse, or communicable disease.** Amended exclusion exception wording to more clearly express coverage permitted for Sexual Abuse liability alleged against the Member governmental entity for the alleged conduct. Removed reference to communicable disease.

NN. **Bio-organism, microorganism, viral and other contaminants.** Amended exclusion to generally reference these agents as “Contaminants” throughout for brevity. Also, specifically clarified the exclusion is not intended to apply to coronavirus/COVID-19.

REAL AND PERSONAL PROPERTY

First-Party Property Coverage Agreement Coverage Endorsements

➤ **Appraisal Process Endorsement (FMIT APPRAISAL 1020)**

Added a new property appraisal endorsement that replaces all existing property coverage appraisal provisions and adds more detail regarding the scope, timing, and other aspects of the appraisal process.

➤ **Coverage Extensions (FMIT PROP 03 1020)**

c. Outdoor Property

Added new subsection to clarify the existing outdoor sign coverage for certain (basic) causes of loss excluding Named Storm. Amended language to stipulate Named Storm coverage for outdoor signs is permitted at Coverage Extension “w.” of the Property Coverage Agreement. Added a new subsection to expressly stipulate all perils coverage, including Named Storm, for other outdoor property such as fences, radio or television antennas is permitted at Coverage Extension “w.” of the Property Coverage Agreement.

x. Property Damage Mitigation Coverage

Clarified that the intended building losses eligible for Property Damage Mitigation Coverage (PDMC) are limited to buildings where total damage amounts, (including PDMC expenses), fall under the Named Storm Deductible. Clarified that, for rain-based or other non-Storm Surge Flooding at covered buildings, PDMC coverage would be subject to the ordinary flood deductible that would respectively apply at high-risk or low-risk flood zone locations under FMIT's flood coverage form (FMIT FLOOD). Also, amended exclusion language to avoid duplication when the same coverage effectively otherwise applies under ordinary property damage coverage. Clarified the PDMC sub-limit is an aggregate amount that is subject to the existing Building coverage limit and not to be applied "in addition to" the Building coverage limit. Finally, amended language to expressly stipulate that PDMC coverage remains subject to other terms and conditions of the Property Coverage Agreement.

➤ **Flood Coverage Extension (FMIT FLOOD 1020)**

Amended all respective flood deductible amount language to conform automatically with any future National Flood Insurance Program (NFIP) coverage limit changes by Congress. Amended Increased Cost of Compliance (ICC) coverage limit language to be the greater of the current limit or any future NFIP change to the ICC coverage limit. Amended flood exclusion language to stipulate ICC coverage may only be paid upon building replacement and that allowable ICC coverage may not exceed a building's flood coverage limit when combined with any other loss at the building.

➤ **FMIT Property, Allied Lines, and Crime Declarations (FMIT PROP DEC 1020)**

Added new language to reference the percentage-based Named Storm Deductible Endorsements which specify how the deductibles operate in the event of Named Storm occurrences.

➤ **FMIT Property, Allied Lines, and Crime Declarations (FMIT PROP DEC-HA 1020)**

Added new language to reference the stated minimum deductible and percentage-based deductible for all housing authority windstorm loss including Named Storm loss.

➤ **Housing Authority Windstorm and Hail Deductible Endorsement (FMIT PROP 11H 1020)**

Added new introductory wording, consistent with other wind deductible endorsements. Also, added new wording to avoid potential conflict with Declarations page by clarifying this endorsement alone governs the applicable deductible for all windstorm loss at housing authorities. Also added new wording clarifying that for building values at time of loss are determined by the FMIT.

➤ **Named Storm Coverage and Percentage Deductible Endorsement (FMIT PROP 11NS-A 1020)**

Added wording to remove potential conflict with Declarations page, clarifying this endorsement alone governs the applicable deductible for Named Storm loss. Added language to clarify existing Storm Surge Flooding definition. Clarified language that specifies how this endorsement relates with other policy deductible wording. Added wording to the coinsurance provisions section to emphasize the different deductible calculation under Specified Value policies and to emphasize the applicable provisions governing application of the coinsurance condition.

➤ **Named Storm Coverage and Percentage Deductible Endorsement (FMIT PROP 11NS-B 1020)**

Added wording to remove potential conflict with Declarations page, clarifying this endorsement alone governs the applicable deductible for Named Storm loss. Added language to clarify existing Storm Surge Flooding definition. Clarified language that specifies how this endorsement relates with other policy deductible wording. Added wording to the coinsurance provisions section to emphasize the different deductible calculation under Specified Value policies and to emphasize the applicable provisions governing application of the coinsurance condition.

➤ **FMIT Turnkey Recovery Service Endorsement (FMIT RECOV 1020)**

Added a provision creating a 120-day period in which a Member may elect to utilize FMIT's Turnkey Recovery Program for its covered property damage repairs, reserving FMIT's authority to extend the period in its reasonable discretion.

➤ **Environmental Safety and Efficiency Improvements Endorsement (FMIT PROP EIV 1010)**

Deleted this endorsement in its entirety from Property Coverage Agreement.

➤ **Asset Survey Disclosure and Acknowledgment (FMIT ASSET SURVEY DA 1020)**

Added a new document to explain FMIT's Asset Survey Program operates as a voluntary Member support benefit; however, Members maintain ultimate responsibility to set and keep up to date all desired property coverage limits for buildings and assets. It also explains procedural aspects of the Asset Survey Program.

➤ **Specified Value Policy Coverage Disclosure (FMIT SPECIFIED VALUE DA 1020)**

Added new document to explain the operation of coinsurance and how loss payments may be reduced by operation of the existing Coinsurance Condition when Members elect Specified Value forms of property coverage and underinsure covered buildings and assets. It also explains coinsurance may be avoided under optional Blanket Limit and Agreed Value property coverage. The new disclosure also explains Members maintain ultimate responsibility to set and keep up to date all desired coverage limits for buildings and assets.

AUTOMOBILE LIABILITY COVERAGE

➤ **Employer-Provided Vehicles – Automobile Liability (FMIT AE 1020)**

Amended applicable definition of “Member” to avoid potential ambiguity in light of other definitions of the term. Also, added wording to clearly provide coverage for drivers of Member-provided take-home vehicles operated pursuant to the applicable take home vehicle policy at the time of occurrence. The endorsement was reorganized by adding Limit of Liability and Exclusions sections.

SCHOOL BOARD ENTITIES

Base GL/School Officials 3rd Party Liability Coverage Agreement (FMIT CA SB 1020)

➤ **Exclusions:**

EE. **Sexual action, sexual abuse, or communicable disease.** Removed exception to the exclusion, thereby excluding coverage for Sexual Abuse, Sexual Action or related Communicable Disease claims, clarifying intent that such coverage is permitted solely under a different school entity endorsement (form FMIT SB LSAC).

NN. **Bio-organism, microorganism, viral and other contaminants.** Amended exclusion to generally reference these agents as “Contaminants” throughout the exclusion for brevity. Also, specifically clarified the exclusion is not intended to apply to coronavirus/COVID-19.

➤ **Limited Sexual Abuse Coverage Endorsement (FMIT SB LSAC 1020)**

Added introductory wording consistent with other endorsements explaining how the endorsement interacts with the Coverage Agreement.

Section IV. – Coverage Grant

Amended coverage grant section more clearly expressing school entity coverage for sexual abuse or sexual action claims if liability is alleged against a Member School Board entity for the alleged conduct.

Section V. – Limit of Liability

Amended limit of liability to provide an annual aggregate coverage limit of \$3,000,000 per Member School Board entity for claims of Sexual Abuse and/or Sexual Action.

➤ **School Board Legal Liability Agreement School Officials E&O Endorsement (FMIT SB LLA 1020)**

Section VII. EXCLUSIONS

9. Amended Exclusion 9 to include back-pay as a part of covered damages in the event of a wrongful employment practices claim.