

NOTICE OF CHANGE IN POLICY TERMS
Florida Municipal Insurance Trust
2021-2022 Coverage Year

GENERAL LIABILITY/PUBLIC OFFICIALS LIABILITY COVERAGE

GL COVERAGE AGREEMENT (FMIT CA)

Removed reference to Property and Allied Lines from FMIT CA form and three Property and Allied Lines coverage-specific definitions from FMIT CA form.

GENERAL LIABILITY/PUBLIC OFFICIALS LIABILITY COVERAGE ENDORSEMENTS

LEGAL FEE REIMBURSEMENT ADMINISTRATIVE PROCEEDINGS ENDORSEMENT (FMIT ECLE)

Amended endorsement title to "Legal Fee Reimbursement."

Increased coverage limit to include reimbursement of 100% of covered Legal Fees paid to an Attorney up to \$100,000 in the aggregate.

Amended definition of "Covered Action" to cover certain Non-Monetary Civil Court Covered Actions where the form of relief or redress sought is an injunction or declaratory judgment.

Amended Exclusion DD to permit limited coverage for certain civil court non-monetary actions.

INVERSE CONDEMNATION and BERT J. HARRIS JR. PRIVATE PROPERTY RIGHTS PROTECTION ACT (FMIT IC BH)

Clarified existing coverage limit language by stating specifically the limit offered is both a per-claim and per-year aggregate limit.

SPECIFIC EXCESS ENDORSEMENT - GENERAL LIABILITY (FMIT SE GL)

Clarified existing language related to when the specific excess liability limit is available, including language that the limit applies for liability resulting from passage of a claims bill and as provided pursuant to Section 768.28(5), Florida Statutes.

SPECIFIC EXCESS ENDORSEMENT SELF-INSURED RETENTION MEMBERS – GENERAL LIABILITY (FMIT SE SIR GL)

Clarified existing language related to when the specific limit is available, including language that the limit applies for liability resulting from passage of a claims bill and as provided pursuant to Section 768.28(5), Florida Statutes.

SEWERLINE BACKUP INITIAL CLEANUP EXPENSE ENDORSEMENT (FMIT SBU)

Added new coverage following a Backup Occurrence to include other reasonable and related expenses as determined by the Trust.

Removed exclusions 1. and 2. to clarify that associated tort claims alleged to arise from the same facts as the sewer backup are not excluded.

PROPERTY COVERAGE

Florida Municipal Insurance Trust Property, Allied Lines and Crime Declarations (FMIT PROP DEC)

Removed reference to FMIT CA form and specified the relevant forms included by reference and intended to comprise the “FMIT Property Coverage Agreement.”

PROPERTY COVERAGE AGREEMENT ENDORSEMENTS

FMIT PROPERTY COVERAGE AGREEMENT – DEFINITIONS (FMIT PROP DEF)

Added a new Property Definitions coverage endorsement, applicable to all parts of the Property Coverage Agreement, for Property Coverage-specific definitions including Designated Member, Real and Personal Property Schedule, and Scheduled Location. Also added amended “Blanket Coverage” definition to clarify how blanket coverage limit applies to a loss.

COVERAGE EXTENSIONS (FMIT PROP 03)

f. Piers, wharves, and docks

Amended extension “f.” to exclude application of Blanket Coverage limits to piers, wharves and docks property.

s. Errors and Unintentional Omissions

Increased the coverage sublimit to \$250,000 per year and added language that provides the Trust discretion to determine if an omission occurred by an error or unintentionally.

FLOOD COVERAGE EXTENSION (FMIT FLOOD)

Amended deductible language to clarify that if two or more deductible amounts apply only the largest deductible would be applied to a single covered loss.

MISCELLANEOUS SCHEDULE OF INLAND MARINE (FMIT IM SCH)

Increased unscheduled inland marine coverage limit to \$25,000 per item.

Added provisions to permit a limited agreed value coverage limit and loss adjustment option.

INLAND MARINE PROPERTY (FMIT PROP 02)

Added provision for optional agreed value loss adjustment basis.

Added new section: "3. Agreed Value Optional Coverage," which allows adjustment of scheduled inland marine property on an agreed value basis.

NAMED STORM COVERAGE AND PERCENTAGE DEDUCTIBLE ENDORSEMENT (FMIT PROP 11NS-A)

Added new section "4. Replacement Cost Coverage," which requires repairs or replacements to be made within 3 years after the loss or damage.

Added new section 5., which requires written notice of a new or previously closed claim arising from a Named Storm within 2 years after the Named Storm's landfall date or within 3 years after the Named Storm's landfall date for a "supplemental claim."

Added new section d., to clarify that if two or more deductible amounts apply only the largest deductible would be applied to a single covered loss.

NAMED STORM COVERAGE AND PERCENTAGE DEDUCTIBLE ENDORSEMENT (FMIT PROP 11NS-B)

Added new section "4. Replacement Cost Coverage," which requires repairs or replacements to be made within 3 years after the loss or damage.

Added new section 5., which requires written notice of a new or previously closed claim arising from a Named Storm within 2 years after the Named Storm's landfall date or within 3 years after the Named Storm's landfall date for a "supplemental claim."

Added new section d., to clarify that if two or more deductible amounts apply only the largest deductible would be applied to a single covered loss.

HOUSING AUTHORITY WINDSTORM AND HAIL COVERAGE AND DEDUCTIBLE ENDORSEMENT (FMIT PROP 11H)

Added new section III., which states that if two or more deductible amounts apply only the largest of multiple deductibles would be applied to a single covered loss.

Added new section "V. Replacement Cost Coverage," which requires repairs or replacements to be made within 3 years after the loss or damage.

Added new section VI., which requires written notice of a new or previously closed claim arising from a Named Storm within 2 years after the Named Storm's landfall date or within 3 years after the Named Storm's landfall date for a "supplemental claim."

ORDINANCE OR LAW COVERAGE (FMIT PROP 12)

Clarified that all ordinance or law coverage arises solely under this endorsement.

Added language in section A. to clarify that direct physical damage is required before coverage will apply.

Amended section B. to clarify that the Trust in its sole discretion may exclude coverage under this endorsement if it determines that the cause of loss is excluded from coverage.

Amended section C. 2. to require that all repairs and replacements be made within 2 years after the loss or damage.

Amended language in section D. 3. to clarify that the endorsement will not pay more than 25% for all increased costs to repair, rebuild or construct the covered property caused by enforcement of the building, zoning or land use ordinance or law.

EARNED PREMIUM ENDORSEMENT (FMIT PROP EP)

Amended to update internal form reference from FMIT COND 1015 to FMIT COND 1019.

GENERAL TERRORISM RISK EXCLUSION AND LIMITED TERRORISM PHYSICAL LOSS OR PHYSICAL DAMAGE (FMIT PROP TER)

Added a new General Terrorism Exclusion section clarifying existing intent to limit terrorism coverage only to FMIT PROP TER and specifically related endorsements.

Deleted Exclusion A. 21.

Amended Coverage Extensions, A. TERRORISM CRISIS MANAGEMENT COSTS, LIMIT, increasing Crisis Management services coverage sublimit to \$250,000.

FMIT PROPERTY TURNKEY RECOVERY COVERAGE ENDORSEMENT (FMIT RECOVERY)

Amended coverage section to specify Turnkey Coverage terms including the requirement of direct physical loss or damage to covered property, the role of Turnkey Manager, and the Trust's authority to provide conventional indemnity coverage under the Property Coverage Agreement as a Turnkey Coverage alternative.

Amended conditions section to clarify several Turnkey Coverage terms to apply including certain claim-specific criteria and determinations to be made by the Trust and documentation requirements for Turnkey Coverage Claims.

Added deductible provision to clarify that coverage under this endorsement is subject to the corresponding deductible arising under the applicable Property Coverage Agreement part.

Added an exclusion section and exclusion A. which excludes Turnkey Coverage Claims from the Appraisal provision.

ANTI-CONCURRENT CAUSE OF LOSS ENDORSEMENT (FMIT PROP ACC)

Added a new Anti-Concurrent Cause of Loss endorsement which specifies intent that concurrent cause of loss doctrine does not apply to the FMIT Property Coverage Agreement.

AUTOMOBILE LIABILITY COVERAGE

SPECIFIC EXCESS ENDORSEMENT - AUTOMOBILE LIABILITY (FMIT SE AL)

Coverage:

Clarified existing language related to when the specific excess liability limit is available, including language that the limit applies for liability resulting from passage of a claims bill and as provided pursuant to Section 768.28(5), Florida Statutes.

SPECIFIC EXCESS ENDORSEMENT SELF-INSURED RETENTION MEMBERS – AUTOMOBILE LIABILITY (FMIT SE SIR AL)

Coverage:

Clarified existing language related to when the specific limit is available, including language that the limit applies for liability resulting from passage of a claims bill and as provided pursuant to Section 768.28(5), Florida Statutes.

FMIT GENERAL/PROFESSIONAL LIABILITY COVERAGE—SCHOOL BOARD ENTITIES

COVERAGE AGREEMENT (SCHOOL BOARD AND RELATED EDUCATIONAL ENTITIES) (FMIT CA SB)

Removed reference to Property and Allied Lines from FMIT CA SB form and three Property and Allied Lines coverage-specific definitions from FMIT CA SB form, consistent with FMIT CA form changes.

LEGAL FEE REIMBURSEMENT (FMIT ECLE SC)

Amended endorsement title to “Legal Fee Reimbursement.”

Increased coverage limit to include reimbursement of 100% of covered Legal Fees paid to an Attorney up to \$100,000 in the aggregate.

Amended definition of “Covered Action” to cover certain Non-Monetary Civil Court Covered Actions where the form of relief or redress sought is an injunction or declaratory judgment.

Amended Exclusion DD. to permit limited coverage for certain civil court non-monetary actions.