

**NOTICE OF CHANGE IN POLICY TERMS
Florida Association of Counties Trust
2018-2019 Coverage Year**

GENERAL/PROFESSIONAL LIABILITY COVERAGE AGREEMENT

General formatting changes

Capitalized the following defined terms throughout the Coverage Agreement for consistency:

Claim(s)
Suit(s)
Occurrence(s)
Damages
Coverage Agreement
Bodily Injury Liability
Property Damage Liability
Personal Injury Liability
Wrongful Employment Practices Liability
Advertising Injury Liability
Wrongful Employment Practices Liability
Employee Benefits Program Errors and Omissions
Civil Rights Liability

SECTION D. MEMBER OBLIGATIONS AND CONDITIONS OF COVERAGE

2. Removed this paragraph describing the Trust's agreement to defend covered claims on behalf of the Designated Member because it duplicates provisions already included in Section C. Defense and Settlement. The remaining paragraphs of Section D. were accordingly renumbered 2 through 4.

SECTION E. DEFINITIONS

15. **"Employee Benefits Program Errors and Omissions Liability"** definition amended to rename this coverage term adding the word "Program" for consistency with the related, defined term "Employee Benefits Program."

17. **“Errors and Omissions”** definition amended to clarify scope of coverage applies to any error, omission, misstatement, neglect or breach of duty for which a Claim alleging Member liability for Damages is made. Further, amended definition to specify that other types of liability covered elsewhere in the policy or that are expressly excluded from the policy are excluded from this definition.
18. **“Ethics Proceeding”** definition amended to mirror existing definition of same term used in ECLE “Legal Expense Reimbursement Endorsement” form, as renamed, which includes covering the defense costs related to an alleged state or local ethics violation.
19. **“Incidental Contract”** definition amended to expressly include Interlocal Agreements.
30. **“Property Damage”** definition amended to clarify the definition excludes inverse condemnation, takings or private property rights deprivations.
34. **“Wrongful Employment Practices Liability”** definition amended to provide coverage for pre-suit claims before the Equal Employment Opportunity Commission or Florida Human Relations Commission.

SECTION F. COVERAGE EXCLUSIONS

Renumbered several coverage exclusions as necessary due to deletion of one exclusion.

Amended introductory sentence of Exclusions section by replacing the list of excluded types of liability with the statement: “Coverage is excluded and this Coverage Agreement does not apply to: ...”

Amended the following exclusions respectively, to provide the exclusions apply to any claim, suit or liability arising when such claim types occur:

1. Breach of contract claims
6. Airport and airfield claims
7. Pollution discharge claims
8. Lead exposure claims

7. (Pollution) Amended exclusion to permit coverage for bodily injury and property damage arising out of heat, smoke or fumes from a hostile fire.
15. (Law Enforcement) Amended exclusion by replacing “correctional facilities” with “inmate detention facilities,” to more accurately reflect the type of facilities over which certain member counties might face potential liability claims under agreements with county Sheriffs.
19. (Takings/Eminent Domain) Amended exclusion to clarify that it excludes claims and suits arising out of federal, state or local land use, environmental, air, ground or water pollution, or health, safety, and welfare laws, ordinances, or regulations.
20. (Incidental Medical Malpractice) Amended exclusion to remove unnecessary reference to “injury” and to clarify its application to medical treatment-related claims and suits.
28. (Ethics Proceedings) Amended exclusion to broaden its application to any Ethics Proceeding. This change removes Ethics Proceedings coverage from the base General Liability Coverage form and places coverage within the ECLE “Legal Expense Reimbursement Endorsement” form, as renamed.
30. (Non-monetary relief claims) Amended exclusion to specify additional types of claims for non-monetary relief which are excluded from coverage. Further, clarified that when non-monetary claims are the only causes of action contained in a suit, such claims or suits are also excluded.
33. (Labor law claims) Amended exclusion to: replace the existing general exclusion of “Florida Labor Organizations Law” with the actual statutory reference; exclude Florida Unemployment Compensation law claims as excluded; exclude violations of the Drivers Privacy Protection Act of 1994; and exclude violations of the Defense Base Act and Outer Continental Shelf Lands Act.
42. (Alcoholic beverages liability) Removed exclusion because it was duplicative and therefore, unnecessary.
51. (Cyber Liability) Added new exclusion for cyber liability. Cyber Liability is covered under separate endorsements.

COVERAGE ENDORSEMENTS

LEGAL EXPENSE REIMBURSEMENT ENDORSEMENT ETHICS PROCEEDINGS

Changed form name to more accurately reflect intended scope of coverage. Form name is now “Legal Expense Reimbursement Endorsement – Ethics Proceedings.”

Amended coverage grant wording to clarify the Coverage Agreement shall provide coverage for legal expense reimbursements for Ethics Proceedings.

Replaced all references to Administrative Proceedings with “Ethics Proceedings.”

Removed reference and coverage related to Public Employees Relation Commission (PERC) claims.

Removed reference and coverage related to Equal Employment Opportunity Commission and Florida Human Relations Commission coverage. These matters will be covered under the Wrongful Employment Practices Liability Coverage Form.

Clarified that “Ethics Proceeding” shall include related appeals arising from the underlying Ethics Proceeding.

EMPLOYEE BENEFITS PROGRAM ERRORS AND OMISSIONS LIABILITY ENDORSEMENT

Amended coverage grant wording to clearly express the Coverage Agreement will provide coverage for Employment Benefits Program Errors and Omissions Liability.

WRONGFUL EMPLOYMENT PRACTICES LIABILITY ENDORSEMENT

Amended coverage grant wording to clearly express the Coverage Agreement will provide coverage for Wrongful Employment Practices Liability.

CONTINGENT LAW ENFORCEMENT LIABILITY ENDORSEMENT

Amended coverage grant wording to mirror base general liability coverage agreement form and added subsections for Coverage, Definitions and Exclusions.

Also, added the term “Contingent” to existing “Law Enforcement Liability” for consistency with endorsement name.

Amended “Law Enforcement Liability” definition by adding specific types of covered liabilities including: Bodily Injury Liability, Property Damage Liability, Personal Injury Liability and Civil Rights Liability, when arising from covered Law Enforcement Operations.

Amended Definitions section by adding “Law Enforcement Operations” term.

Amended exclusionary language by moving the existing county sheriff exclusion language to a new Exclusions section. It retains coverage intent to exclude direct coverage for Sheriffs and their employees in the event this coverage is triggered.

INVERSE CONDEMNATION/BERT J. HARRIS ACT ENDORSEMENT

For internal consistency, changed reference to former Exclusion 18 to revised Exclusion 19 due to renumbering in the GL Exclusions section.

MEDICAL ATTENDANTS' / MEDICAL DIRECTORS' MALPRACTICE LIABILITY ENDORSEMENT

Amended endorsement to specify the phrase “Medical Attendants” refers to Emergency Medical Technicians and Paramedics. Further, amended Exclusions section to state the potentially relevant coverage exclusion “20.” does not apply to this endorsement

PRIOR ACTS ENDORSEMENT

(Errors and Omissions, Wrongful Employment Practices Liability, Civil Rights Liability)

Amended coverage grant wording to remove general reference to covered liability and clearly specify the coverage includes prior Claims involving Errors and Omissions Liability, Wrongful Employment Practices Liability and Civil Rights Liability, if such claims were not previously known or reported to the Trust. Also, amended exclusionary section wording to exclude coverage for intentionally omitted “Claims” or “Suits,” in addition to existing exclusion for intentionally omitted “Occurrences.”

PRIOR ACTS ENDORSEMENT

(Contingent Law Enforcement Liability)

Amended wording to replace general coverage reference to “Law Enforcement Operations” with a reference to coverage for “Law Enforcement Liability” Claims, as defined in the updated Contingent Law Enforcement Liability Endorsement, if such claims were not previously known or reported to the Trust. Also, amended

exclusionary section wording to exclude coverage for intentionally omitted "Claims" or "Suits," in addition to existing exclusion for intentionally omitted "Occurrences."

FACT AUTOMOBILE LIABILITY COVERAGE AGREEMENT

General formatting changes

Capitalized the following terms defined terms throughout the Coverage Agreement for consistency:

Claim(s)
Suit(s)
Occurrence(s)
Damages
Coverage Agreement
Bodily Injury Liability
Property Damage Liability
Covered Automobile
Hired Automobile
Automobile Pollution Expense

SECTION D. MEMBER OBLIGATIONS AND CONDITIONS OF COVERAGE

2. Removed this paragraph describing the Trust's agreement to defend covered claims on behalf of the Designated Member because it duplicates provisions already included in Section C. Defense and Settlement. The remaining paragraphs of Section D. were accordingly renumbered 2 through 4.