

FORMS – IMPLEMENTATION

FEBRUARY 10, 2023

COMMERCIAL INLAND MARINE

LI-CM-2023-012

## FLORIDA CHANGES ENDORSEMENT REVISIONS TO BE IMPLEMENTED

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### KEY MESSAGE

In response to 2022 Fla. Laws Chs. \_\_\_\_ (former S.B. 2-A), enacted December 16, 2022, we have submitted forms filing CM-2023-OCH1, which revises Florida Changes Endorsement CM 01 16.

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### BACKGROUND

In circular [LI-CM-2023-003](#), we informed you that 2022 Fla. Laws Chs. \_\_\_\_ (former S.B. 2-A), in part, amends FLA. STAT. ANN § 627.70132:

- FLA. STAT. ANN § 627.70132 (2): "(2) A claim or reopened claim, but not a supplemental claim, under an insurance policy that provides property insurance, as defined in s. 624.604, including a property insurance policy issued by an eligible surplus lines insurer, for loss or damage caused by any peril is barred unless notice of the claim was given to the insurer in accordance with the terms of the policy within 1 year~~2 years~~ after the date of loss. A supplemental claim is barred unless notice of the supplemental claim was given to the insurer in accordance with the terms of the policy within 18 months~~3 years~~ after the date of loss."

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### ISO ACTION

In response to 2022 Fla. Laws Chs. \_\_\_\_ (former S.B. 2-A), we are revising CM 01 16, Florida Changes, as follows:

- In response to § 627.70132(2), we have revised Paragraph 1. of the Duties In The Event Of Loss Loss Condition to specify that, under Paragraph 1., any claim initial or reopened claim must be brought within one year, and any supplemental claim must be brought within 18 months.

Refer to the attached explanatory material for complete details about the filing.

*For more information on the status of filings in a particular state, including filed and approved documents, associated circulars and links to Print Ready Manuals and Commercial Lines Manual, please feel free to access our [Filings](#) feature within the ISOnet Circulars product.*

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## COMPANY ACTION

ISO has not filed this revision.

You must independently determine what revision to make and when to make any revision effective. If you decide to use all or any part of our revision, you are NOT required to file anything with the Insurance Department.

You must document your files in case the Insurance Department wishes to review the information at a later date. In all internal correspondence on this revision, you should refer to ISO Filing Number CM-2023-OCH1, NOT this circular number. Communications with the regulator concerning a filing affecting multiple lines of business (i.e., CL, PL, AL filing designation) should specify the line(s) of business that you are addressing.

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## RATING SOFTWARE IMPACT

New attributes being introduced with this revision:

- A new edition date of an existing form number is being introduced.

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## REFERENCE(S)

[LI-CM-2023-003](#) (01/10/2023) Florida Former S.B. 2-A Concerning Property Insurance Under Review

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## ATTACHMENT(S)

- Filing CM-2023-OCH1
- Final copy of [CM 01 16 10 23](#)

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## CONTACT INFORMATION

If you have any questions concerning:

- The content of this circular, please contact:  
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# Florida Changes Endorsement Revised

## About This Filing

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This submission revises CM 01 16, Florida Changes in response to 2022 Fla. Laws ch. \_\_ (former S.B. 2-A).

## Revised Forms

We are revising the following forms:

- ◆ CM 01 16 05 22, Florida Changes

We have used a format of striking-through deletions, underlining additions and inserting a revision bar in the left margin to indicate changes from the above-referenced editions to the 10 23 editions. Concurrent with implementation, the 10 23 editions will supersede the prior editions

## Background

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2022 Fla. Laws Chs. \_\_ (former S.B. 2-A) was signed into law on December 16, 2022, in part, amends FLA. STAT. ANN § 627.70132:

- ◆ FLA. STAT. ANN § 627.70132 (2): "(2) A claim or reopened claim, but not a supplemental claim, under an insurance policy that provides property insurance, as defined in s. 624.604, including a property insurance policy issued by an eligible surplus lines insurer, for loss or damage caused by any peril is barred unless notice of the claim was given to the insurer in accordance with the terms of the policy within 1 year~~2 years~~ after the date of loss. A supplemental claim is barred unless notice of the supplemental claim was given to the insurer in accordance with the terms of the policy within 18 months~~3 years~~ after the date of loss."

## Explanation of Changes

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In response to 2022 Fla. Laws Chs. \_\_ (Former S.B. 2-A), we are revising CM 01 16, Florida Changes as follows:

- ◆ In response to § 627.70132(2), we have revised Paragraph 1. of the Duties In The Event Of Loss Loss Condition to specify that, under Paragraph 1., any

claim initial or reopened claim must be brought within one year, and any supplemental claim must be brought within 18 months.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

### COMMERCIAL INLAND MARINE COVERAGE PART

**A.** Paragraph **5.** of Loss Condition **E. Loss Payment** in the Commercial Inland Marine Conditions is replaced by the following:

- 5.** Provided you have complied with all the terms of this Coverage Part, we will pay for covered loss or damage within:
  - a.** 20 days after we receive the sworn proof of loss and reach written agreement with you; or
  - b.** 30 days after we receive the sworn proof of loss and:
    - (1)** There is an entry of final judgment; or
    - (2)** There is a filing of an appraisal award with us.

Paragraph **A.** does not apply to the Mail Coverage Form.

**B.** The following provisions are added to Loss Condition **C. Duties In The Event Of Loss** in the Commercial Inland Marine Conditions:

- 1.** A claim or reopened claim for loss or damage caused by any peril is barred unless notice of claim is given to us in accordance with the terms of this Coverage Part within two years after the date of loss. A reopened claim means a claim that we have previously closed but that has been reopened upon an insured's request for additional costs for loss or damage previously disclosed to us.

A supplemental claim is barred unless notice of the supplemental claim was given to us in accordance with the terms of the Policy within three years-18 months after the date of loss. A supplemental claim means a claim for additional loss or damage from the same peril which we have previously adjusted or for which costs have been incurred while completing repairs or replacement pursuant to an open claim for which timely notice was previously provided to us.

For claims resulting from hurricanes, tornadoes, windstorms, severe rain or other weather-related events, the date of loss is the date that the hurricane made landfall or the tornado, windstorm, severe rain or other weather-related event is verified by the National Oceanic and Atmospheric Administration.

This provision concerning time for submission of claim, supplemental claim or reopened claim does not affect any limitation for legal action against us as provided in this Coverage Part under the Legal Action Against Us Condition, including any amendment to that condition.

- 2.** Any inspection or survey by us, or on our behalf, of property that is the subject of a claim, will be conducted with at least 48 hours' notice to you. The 48-hour notice may be waived by you.

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  - a.** 20 days after we receive the sworn proof of loss and reach written agreement with you; or
  - b.** 30 days after we receive the sworn proof of loss and:
    - (1)** There is an entry of final judgment; or
    - (2)** There is a filing of an appraisal award with us.

Paragraph **A.** does not apply to the Mail Coverage Form.

**B.** The following provisions are added to Loss Condition **C. Duties In The Event Of Loss** in the Commercial Inland Marine Conditions:

- 1.** A claim or reopened claim for loss or damage caused by any peril is barred unless notice of claim is given to us in accordance with the terms of this Coverage Part within one year after the date of loss. A reopened claim means a claim that we have previously closed but that has been reopened upon an insured's request for additional costs for loss or damage previously disclosed to us.

A supplemental claim is barred unless notice of the supplemental claim was given to us in accordance with the terms of the Policy within 18 months after the date of loss. A supplemental claim means a claim for additional loss or damage from the same peril which we have previously adjusted or for which costs have been incurred while completing repairs or replacement pursuant to an open claim for which timely notice was previously provided to us.

For claims resulting from hurricanes, tornadoes, windstorms, severe rain or other weather-related events, the date of loss is the date that the hurricane made landfall or the tornado, windstorm, severe rain or other weather-related event is verified by the National Oceanic and Atmospheric Administration.

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- 2.** Any inspection or survey by us, or on our behalf, of property that is the subject of a claim, will be conducted with at least 48 hours' notice to you. The 48-hour notice may be waived by you.