

0071300 LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC -
INSURANCE
COMMENTS FROM INTERNAL/INDUSTRY REVIEW

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Comments: (10-10-13)

1. 7-13.3 - 3rd sentence: “Prior to the execution of the Contract, and all renewal periods ~~during the project~~ which occur prior to final acceptance of the work, both the Department and ...”

Response: OK. Change made.

2. 7-13.4 – 5th sentence: “Prior to the execution of the contract, and at all renewal periods ~~during the project~~ which occur prior to final acceptance of the work, both the Department and...”

Response: OK. Change made.

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Comments: (11-4-13)

In general the revised language is consistent with what is required by many Owners and/or General Contractors. That being said the requirement to use ISO CG 00 01 "as filed for use in the state of Florida" may be problematic. It is not unusual for individual carriers to delay the more recent editions of the ISO CGL form till well after its approval in the state. This will mean many contractors may be complaint with the use of CG 00 01 but not with regard to the specific edition date. I believe the FDOT should simply require the use of ISO CG 00 01 "or its equivalent" rather than defer to the most recent edition date of the form. It is my opinion this language protects the FDOT while not handing undue burden to the contractors and the insurance marketplace which provides insurance to contractors.

Response: The revision states that the coverage afforded be “no more restrictive than” the latest edition filed with the state; it does not require an insurer to actually have or use the latest edition. As long as the coverage provided is not more restrictive than that set forth in the latest ISO edition filed with the state, the particular date of the edition the insurer happens to be using doesn’t matter. From a practical perspective, because newer ISO editions are without exception more restrictive than older ones, it is to the Department’s benefit if an insurer uses an older edition—indeed, the older the better. The use of the term “or its equivalent” is problematic because the term “equivalent” is subject to varying legal interpretations ranging from identical to generally similar. No change made.

D4 Const.

Comments: (11-6-13)

1. 7-13.2 8th sentence reads "The policy/ies and coverage described herein may be subject to a deductible, which shall be your sole responsibility." Suggest getting rid of the "your deductible"

statement as it's not in the active voice; Suggest "Pay all deductibles as required by the policy." or even delete it.

Response: Agreed to the implied suggestion that “, which shall be your sole responsibility” be stricken and replaced with, “. Pay all deductibles as required by the policy.” Change made.

2. 7-13.4 3rd sentence. Same comment as above.

Response: (Same as above.) Change made.
