

KENTUCKY STANDARD SCHOOL BUS ENDORSEMENT

This form is furnished by the Commissioner of Education per 702 KAR 5:030 (24) and shall be attached to all school bus insurance contracts in the Commonwealth of Kentucky.

<http://www.lrc.ky.gov/kar/702/005/030.pdf>

It is hereby agreed that such insurance as is afforded by the policy for Bodily Injury Liability and for Property Damage Liability applies with respect to the automobile classified as "School Bus," subject to the following provisions.

Article 1: The insurance shall apply, if the automobile is of the bus or commercial type, to the Named Insured, and/or the operator or driver, and/or the substitute operator, and/or substitute driver as insured; and

Article 2: The insurance shall apply, while the automobile is used as a "School Bus" or for "Pleasure and Business" as defined in the policy, but shall not apply to the use of said automobile for general delivery or any other passenger carrying purposes; and

Article 3: "School Bus" use is defined as: (a) the transportation of school children, students and teachers to and from school, school games and outings; (b) the incidental transportation of guests or guardians of school children in connection with any school activity; and (c) operation necessary and incidental to such transportation which has been authorized by the Board of Education or its administrative officer, the superintendent; and

Article 4: The insurance shall apply to other automobiles or vehicles which may be temporarily substituted for the automobile used as a "School Bus" provided such substitution is necessitated because of weather conditions, mechanical break-down or damage to the automobile and may continue to be used only while the automobile is thus withdrawn from use; and

Article 5: The insurance does not apply, if the automobile is of the bus or commercial type, to injuries sustained by persons while riding in the automobile, other than those enumerated in the definition of "school bus" used herein; or for "Pleasure and Business" as defined in the policy pursuant to Article 2; and

Article 6: The insurance shall apply if the school term is extended beyond the expiration date of this policy by reason of the school having been closed during the regular school term; the liability and/or property damage coverage of this policy shall be extended likewise for such extended school term; and

Article 7: The insurance shall apply to cover the legal liability of the insured for accidents causing bodily injury and/or death to any person acting under the instruction of school authorities and/or the driver of the school bus insured hereunder to direct traffic while the said school bus has been stopped for the purpose of taking on or discharging school children or stopping at railroad crossings or any other necessary stop; and

Article 8: It is understood and agreed that any error or omission for unintentional violation of warranty by the assured shall not invalidate the coverage; and

Article 9: It is understood and agreed that in the event of a claim arising under the coverage afforded by this policy by virtue of this endorsement, the company will not interpose the defense, except at the request of the insured board of education, that the insured board is engaged in the performance of a governmental function; and

Article 10: In consideration of the premium stipulated in the policy to which this endorsement is attached, the insurer agrees to pay any final judgment which may be rendered against the insured for bodily injury to any person, not on duty in the insured’s employ, and for property damage to any property due to the negligence of the insured, his or its agents, servants or employees in the operation or use of any vehicle used as a “school bus” as defined in Article 3 of this endorsement or any substituted or emergency vehicle as permitted by Article 4 of this endorsement, within the limits of coverage stated in the policy. The insurer further agrees that upon its failure to pay any final judgment within sixty (60) days from the date of its rendition or final affirmance or appeal, the judgment creditor may maintain an action against it in any court of competent jurisdiction to enforce such payment. This policy shall constitute a continuing indemnity. The amount of the limit stated in the Declarations as applicable to “each accident” shall not be reduced as to any succeeding accident by any payment on account of a previous accident. In the event of the insolvency or bankruptcy of the insured, the insurer shall not be relieved of the payment of such indemnity hereunder as would have been payable but for the insolvency or bankruptcy; and

Article 11: It is agreed that the policy to which this endorsement is attached can be cancelled or non-renewed only in compliance with KRS 304.20-320. Written notice must be given by the insurer to the insured District’s Board of Education, the individual named in the policy as the insured, and the Commissioner of Education. Notice to begin with the date the notice is actually received at the office of the Commissioner of Education, Frankfort, Kentucky, and

Article 12: It is agreed that any provisions, either in the body of the policy to which this endorsement is attached, or any other endorsement thereon or attached thereto, in conflict with or contrary to the provision of this endorsement shall be deemed to be cancelled hereby.

This endorsement shall take effect on _____, 20 __, 12:01 A.M., Standard Time at Assured’s address, and shall terminate simultaneously with this Policy.

Nothing herein shall vary, alter, waive or extend any provision or condition of the Policy, other than as above stated.

To be attached to a form a part of Policy No. _____ issued to _____.

Date of Issue: _____

Company: _____

Countersigned by: _____
(Authorized Representative)

By: _____
Executive Officer and Title

Executive Officer and Title: _____

NOTICE: This endorsement shall be signed by the officers of the company who have authority to make changes in the policy form.