



19400 E Valley View Pkwy  
Independence, MO 64055

**LIABILITY, CRIME AND EMPLOYEE FIDELITY COVERAGE, MOTOR VEHICLE  
PHYSICAL DAMAGE COVERAGE AND PROPERTY COVERAGE  
COVERAGE SUMMARY 2018-2019**

<b>Member Entity:</b>	BSDS, Inc. dba Brookside Charter School		
<b>Policy #:</b>	MPR 165		
<b>Membership Date:</b>	7/1/2017		
<b>Coverage Period:</b>	7/1/2018	To:	6/30/2019
<b>Retroactive Date for Wrongful Acts:</b>	n/a		
<b>Comment:</b>			
<b>Member Rep:</b>	Roger Offield		
<b>Phone:</b>	816-531-2192		
<b>Email:</b>	roffield@brooksidecharter.org		

This **Member Entity**<sup>1</sup> has the following Coverages through MPR of Missouri in this Coverage Period. Only those coverages marked with an “x” are included. Coverages marked “NC” are NOT included.

x	General Liability	x	Property
NC	Auto Liability	x	Boiler & Machinery Breakdown
NC	Sewer Liability	x	Inland Marine / EDP
NC	Law Enforcement Liability/School Legal	NC	Motor Vehicle Physical Damage
x	Public Official / Employment Liability	x	Earthquake
x	Crime	x	Flood
x	Cyber Liability	NC	Utility Plant Property
x	School Official Liability/EPL	NC	Utility Plant Liability

MPR of Missouri is created by authority granted by the laws of the State of Missouri to provide risk underwriting and risk management services to eligible entities per Mo. Rev. Stat. § 537.620. MPR of Missouri is a separate legal and administrative entity as permitted by Missouri law.

The **Member Entity** listed above is eligible for membership in MPR of Missouri. **Member Entity** agrees to be a member of MPR of Missouri and to avail itself of the benefits of membership.

<sup>1</sup> All terms in bold in this document are used as defined in the Liability, Crime and Employee Fidelity Coverage Document or the Property Document.

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This Coverage Summary details certain obligations of MPR of Missouri and the **Member Entity**. Except for specific coverage limits or annual aggregates and **Member Entity** deductibles or retentions contained in this Coverage Summary, the provisions of the Bylaws; Liability, Crime and Employee Fidelity Coverage Document; Property Coverage Document; and MPR of Missouri rules and administrative procedures shall prevail in any dispute. The **Member Entity** agrees that any dispute between the **Member Entity** and MPR of Missouri shall be resolved in the manner stated in the Bylaws.

### Member Entity Obligations

The **Member Entity** is responsible for the payment of the deductibles listed below. The deductibles must be satisfied before MPR of Missouri has any obligation to make any payments on any **Member or Member Entity's** behalf. At MPR of Missouri's sole option, the **Member Entity's** deductible may be subtracted from any funds due the **Member Entity**. The deductibles apply on a **liability event** basis. The **Member Entity** deductibles are as follows:

### Member Deductibles

\$1,000	General Liability	\$2,500	Property
NC	Auto Liability	\$5,000	Boiler & Machinery Breakdown
NC	Sewer Liability	\$2,500	Inland Marine / EDP
NC	Law Enforcement Liability/School Legal	NC	Motor Vehicle Physical Damage
\$5,000	Public Official / Employment Liability	NC	Major Motor Vehicle Physical Damage
\$1,000	Crime	3% of loss	Earthquake
\$5,000	Cyber Liability	3% of loss	Flood
\$5,000	School Officials/EPL	NC	Utility Plant Property/Boiler
		NC	Utility Plant Liability

### MPR of Missouri Obligations

After the **Member Entity** has satisfied the deductible, MPR of Missouri shall be responsible for paying all remaining costs, including damages and indemnification to the Limits of Liability stated below. Limits of coverage include the **Member Entity's** deductible. Limits of Liability include allocated loss adjustment expenses.

Regardless of the number of subjects of coverage or the time period covered by any **claim** or **claims**, or the number of claimants, or the number of premium payments made, the limits of liability shall not be increased nor shall the limits of liability be cumulative from year to year.

### Limits of Liability-Liability, Crime and Employee Fidelity

Coverage	Limit of Liability
<b>1. Liability</b>	
a. under Sovereign Immunity per accident or occurrence	a. Per Section 537.600 RSMO., <i>et seq.</i>
b. under Sovereign Immunity per person	b. Per Section 537.600 RSMO., <i>et seq.</i>

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c. not under Sovereign Immunity per accident or occurrence	c. Per Section 537.600 RSMO., <i>et seq.</i> plus \$1,000,000
d. not under Sovereign Immunity per person	d. Per Section 537.600 RSMO., <i>et seq.</i> plus \$1,000,000
<b>2. Uninsured and Underinsured Motorists</b>	
a. per person	a. \$100,000
b. per accident or occurrence	b. \$200,000
<b>3. Crime and Employee Fidelity</b>	a. \$ 1,000,000
<b>4. Annual Member Program Liability Aggregate Limit for 1-3 above</b>	
Subject to the applicable limit(s) set forth in 1-3 above	\$ 5,000,000
<b>5. Annual Program Liability Aggregate Limit</b>	\$ 25,000,000

**Limits of Liability-Property**

<b>Coverage</b>	<b>Limit of Liability</b>
<b>1. Property</b>	Member Insured Values: Per Property Schedule ( <b>SOV</b> ) Program Aggregate: \$ 400,000,000
<b>2. Motor Vehicle Physical Damage</b>	
a. MVPDA 1.b, <i>infra</i>	a. per vehicle
b. As shown in Sublimits Section M	b. per incident
<b>3. Sublimits of Liability</b>	
<b>A. \$1,000,000</b>	Per Incident for all Business Interruption ( <b>Utility Plants</b> and operations excluded)
<b>B. \$1,000,000</b>	Per Incident for all <b>Extra Expense</b> ( <b>Utility Plants</b> and operations excluded)
<b>C. \$1,000,000</b>	Per Incident for <b>Demolition</b> and <b>Increased Cost of Construction</b>
<b>D. \$500,000</b>	Per Incident for all <b>Valuable Papers and Records</b>
(1) \$200,000 <b>E. (2) \$1,000,000</b>	Per vehicle, for all <b>Property in Transit</b> Per incident, for all <b>Property in Transit</b>
<b>F. \$1,000,000</b>	Per incident, for all <b>Electronic Data Processing Equipment, Media, Data and Programs</b>
<b>G. \$10,000,000</b>	For Newly Acquired buildings for a period of 60 days, if not reported to MPR of Missouri in that 60 days period, the Unnamed Location limit applies. New acquisitions in Catastrophe prone areas are not Automatic – they shall be reported to MPR of Missouri as who reserves the right to apply rates, terms and conditions upon review. Catastrophe prone areas include all

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	Tier 1 Wind areas and areas of 100-year flooding as defined by the Federal Emergency Management Agency
<b>H.</b> \$10,000,000	In the aggregate for any one period of membership for the peril of <b>Flood</b> , except as set forth in this Sublimit (J). All aggregate sublimits apply to the total losses for all members combined. This sublimit shall be \$0 for property within Special Flood Hazard Areas (SFHA) or areas of 100-year flooding as defined by the Federal Emergency Management Agency.
<b>I.</b> \$10,000,000	In the aggregate for any one period of membership for the peril of <b>Earthquake</b> . All aggregate sublimits apply to the total losses for all members combined.
<b>J.</b> \$5,000,000	Errors and Omissions in Reporting.
<b>K.</b> \$5,000,000	Unnamed Buildings/Offsite Storage Locations,
<b>L.</b> \$50,000	Personal Property of the <b>Member Entity's</b> officers and employees (including elected and appointed officials) while on the premises of the <b>Member Entity</b> .
<b>M.</b> Additional Sublimits:	
\$100,000	Animals – Maximum \$25,000 per animal
\$100,000	Boats off premises – Maximum \$25,000 per Boat
\$1,000,000	Accounts Receivable
\$1,000,000	Ingress/Egress
\$1,000,000	Civil Authority
\$1,000,000	Contingent Rental/Tax Revenue
\$5,000,000	Property in the Course of Construction (Frame Builders Risks excluded)
\$Excluded	Extended Period of Indemnity
\$1,000,000	Leasehold Interest
\$1,000,000	Service Interruption (24 Hour Waiting Period)
\$1,000,000	Professional Fees (Excluding Public Adjustors and Insured's Attorneys)
\$1,000,000	Fine Arts – Maximum \$50,000 any single item, but only specific amount of insurance as per schedule on file with MPR Missouri
\$ 250,000	<b>Golf Course Outdoor Grounds</b>
\$2,000,000	Scheduled <b>Mobile Equipment</b> (Only specific amounts of insurance as per schedule on file with MPR of Missouri as, not to exceed \$10,000,000 in any once occurrence

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\$1,000,000	<b>Unscheduled Mobile Equipment</b>
\$2,000,000	Scheduled Motor Vehicles (Only specific amounts of insurance as per schedule on file with MPR of Missouri, not to exceed \$2,000,000 in any one occurrence)
\$ 100,000	<b>Fungus, Wet Rot, Dry Rot, Bacteria</b>
\$500,000	Unscheduled (hired) vehicles, less than 30 day rental
<b>N. As respects to Boiler &amp; Machinery Breakdown Perils:</b>	
\$10,000,000	Equipment Breakdown Limit
\$1,000,000	<b>Business Interruption</b>
\$1,000,000	<b>Extra Expense</b>
\$Excluded	<b>Soft costs</b>
\$1,000,000	Contingent <b>Business Interruption</b> Rental/Tax Revenue
\$1,000,000	Expediting Expenses
\$1,000,000	<b>Hazardous Substances</b>
\$1,000,000	Spoilage
\$250,000	Spoilage
\$1,000,000	<b>Demolition and Increased Cost of Construction</b>
\$1,000,000	Service Interruption
\$1,000,000	Newly Acquired Property
<b>O. Per Schedule</b>	<b>Utility Plants</b>
<u>Coverage limits and deductibles are contingent upon <b>Member Entity's Statement of Values</b> – if property is not shown on the <b>SOV</b> at the time a claim arises, the deductible increases to the higher of \$10,000 or the deductible shown in this Coverage Summary, and all applicable limits are decreased to no more than \$500,000, notwithstanding any other provision herein or in the Coverage Summary or the <b>SOV</b>.</u>	

**Amendments****1. Motor Vehicle Physical Damage Coverage**

Motor Vehicle Physical Damage Coverage is a separate coverage and only those sections in the Property Coverage Document that are specifically made applicable to Motor Vehicle Physical Damage Coverage shall pertain to this coverage. **Member Entities** are required to insure all motor vehicles with MPR of Missouri for motor vehicle damage. To be insured under the Property Coverage Document, the motor vehicle must be specifically listed on the **Member Entity's** auto schedule on file with MPR of Missouri within the most recent 60 days of acquisition.

Motor Vehicle is defined as autos, vehicles, contractor's equipment and mobile equipment that are specifically scheduled on the **Member Entity's** auto schedule on file with MPR of Missouri within the most recent 60 days of acquisition. This definition includes the equipment routinely carried on or in the motor vehicle.

MPR of Missouri will pay, subject to **Member Entity** deductible and Limits of Liability for Motor Vehicle Physical Damage stated in this Coverage Summary, for damage or loss of the **Member Entity's** motor vehicles as defined in the Property Coverage Document or those motor vehicles of which the **Member Entity** obtained for use in public service for interim or emergency use without acquiring title to such vehicles, provided that a claim is filed during the **Period of Membership** in MPR of Missouri, subject to the following:

- a. the **Member Entity** must have selected Motor Vehicle Physical Damage, and the Coverage Summary must so indicate. MPR of Missouri may, at MPR of Missouri's sole option, replace and repair or pay the replacement cost value of the vehicle less the **Member Entity** deductible. The salvage value of the vehicle shall inure to MPR of Missouri.
- b. the maximum amount MPR of Missouri will pay, per motor vehicle, is the **actual cash value** of the vehicle immediately prior to the loss less the **Member Entity** deductible. The maximum amount MPR of Missouri will pay for all motor vehicles involved in an incident is the Limits of Liability for Motor Vehicle Physical Damage contained in the Coverage Summary.

The **Member Entity** deductible for motor vehicle physical damage must be satisfied before MPR of Missouri will make any payment. The **Member Entity** deductible applies to each vehicle. MPR of Missouri will pay the replacement cost in excess of the **Member Entity's** deductible for the motor vehicle and damaged equipment that is normally carried on or in the motor vehicle. Replacement cost means the actual cost to repair or replace damaged or lost covered property with property of similar quality, age, value utility and usage. It does not mean identical equipment. If the **Member Entity** does not replace the motor vehicle, the most MPR of Missouri will pay is the **actual cash value** minus the **Member Entity's** deductible

MPR of Missouri will not pay for any loss or damage to a motor vehicle that is due to inadequate or improper maintenance, wear and tear, freezing, mechanical or electrical breakdown or failure, or tire repair or tire replacement.

Motor vehicles used in the business of transporting any hazardous material as defined by the U.S. Environmental Protection Agency are specifically excluded.

## **2. Major Motor Vehicle Physical Damage Coverage**

Major Motor Vehicle Physical Damage Coverage is a separate coverage and only those sections in the Property Coverage Document that are specifically made applicable to Motor Vehicle Physical Damage Coverage shall pertain to this coverage. Major Motor Vehicle Physical Damage Coverage applies only to Major Motor Vehicles that have a minimum replacement cost of \$100,000 and are specifically listed on the **Member Entity's** auto schedule on file with MPR of Missouri within the most recent 60 days of acquisition.

Major Motor Vehicle means the **Member Entity's** motorized ambulances, firefighting or public works equipment that have a replacement cost of at least \$100,000 and are licensed, or are eligible to be licensed, for travel on public roads. This definition includes the equipment routinely carried on or in the major motor vehicle.

The **Member Entity** deductible for motor vehicle physical damage must be satisfied before MPR of Missouri will make any payment. The **Member Entity** deductible applies to each vehicle. MPR of Missouri will pay the replacement cost, in excess of the **Member Entity's** deductible for the motor vehicle

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and damaged equipment that is normally carried on or in the motor vehicle. Replacement cost means the actual cost to repair or replace damaged or lost covered property with property of similar quality, age, value utility and usage. It does not mean identical equipment.

If the **Member Entity** does not replace the Major Motor Vehicle, the most MPR of Missouri will pay is the **actual cash value** minus the **Member Entity's** deductible.

**3. School Member Entity for Liability, Crime and Employee Fidelity Coverage**

This **Member entity**:

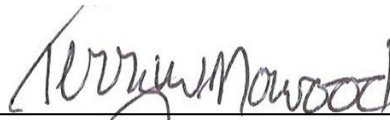
X is a public K-12 school or community college and is paying a casualty premium based on such activity

**4. Utility Plant Coverage for Member Entities with Prior Coverage for Utility Plants**

NA The Limits of Liability-Property 3. Sublimits A and B are amended to delete "(Utility Plants excluded)".

**Acknowledgements**

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Member Entity



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Terry W. Norwood, CEO

Midwest Public Risk