Insurance for accidents involving third parties or their property

Guide to Liability Insurance coupled with "Gakkensai" ("Futaibaiseki")

Covers liability for damages such as these

- Breaking a device sensor while performing an experiment in class ➡ Courses A and C
- Hitting a pedestrian during your commute and causing an injury ➡ Courses A and C
- Breaking a product where you do your internship ➡ Courses A, B and C
- Dropping a mobile phone belonging to the hospital and breaking it while doing an internship

Course A ("Gakkensai")
Covers accidents occurring during your classes or commute!

Pays damages for accidents that occur during class, school events or your commute!

*Includes the scope of compensation of Course B.

Course B ("Intern-bai")
Limited to internships and educational practice!

Pays damages for accidents that occur during internships, nursing care experience, educational practice and other designated activities as well as your commute!

*Excludes medical-related practice and pharmaceutical educational practical training.

*Limited to regular curricular activities, school events or extracurricular activities related to regular curriculum or school activities on the same day.

Courses A, B and C

Course C ("Igakubai")
Peace of mind during medical-related practice as well!

Pays damages for accidents that occur during practice at medical-related departments, school events, and clinical training as well as your commute!

*Includes the scope of compensation of courses A and B.

Compensation

Students (the insured) will be covered up to the limit of payment against damages for which, during the period of this insurance, they may be held legally liable to pay in Japan or abroad for causing injuries to a third party or damaging any property belonging to a third party, etc. during their curricular activities, school events, extracurricular activities (Note 1), or commuting to and from school!

*(Note 1) Extracurricular activities refer to the internship or volunteer activities carried out for internship or volunteer purposes by student groups in the university approved by the university/college in accordance with the formalities prescribed by the university/college. Therefore, any accidents during other club activities outside of this scope will not be covered. However, coverage shall be provided for acts that occur while the insured is in transit between the residence and a facility that is the location for an activity, by reasonable route(s) and methods, when participating in club activities (excluding activities, etc. prohibited by the university/college) aligned to regular curriculum or school activities on the same day.

Students covered under this insurance

Students eligible for this insurance are restricted to those currently enrolled in graduate schools, universities and junior colleges that are supporting members of Japan Educational Exchanges and Services and who are insured by “Gakkensai” (Note 2).

(Note 2) Gakkensai is the Japanese abbreviation of the Personal Accident Insurance for Students Pursuing Education and Research.

Period of insurance

- Students admitted in April:
  From 0:00 a.m., April 1 to 12 p.m., March 31 of the following year.
- Students admitted in September:
  From 0:00 a.m., September 1 to 12 p.m., August 31 of the following year.
- Students admitted in October:
  From 0:00 a.m., October 1 to 12 p.m., September 30 of the following year.

*When enrolled for one (1) year. For multi-year insurance contracts, the insurance is effective until the end of the academic year in which the insurance ends.

*The above applies to optional enrollment (decided by the student). If the student does not pay the premium by the day before the insurance period begins, the insurance period shall be from midnight the day after the premium is paid until the end of the period. For joint enrollment of all students, please refer to page 4.

Enrollment details

Follow instructions as given by your university, as enrollment procedures and the courses available differ at each university.

This university/college offers the Liability Insurance Coupled with Personal Accident Insurance for Students Pursuing Education and Research provided by Japan Educational Exchanges and Services (JEES). This insurance provides enrollees with coverage for accidents occurring during educational and research activities while at university/college. For further information, please read the “Handbook for Enrollment” of this insurance available on the JEES website.
1. Scope of activities

Activities | Course A | Course B | Course C
--- | --- | --- | ---
During internships, nursing care experience, educational practice, nursery practice, volunteer activities and commuting to and from them. (Note1) | ○ | ○ | (Note 1) Excludes medical-related practice. Includes pharmaceutical educational practical training.
 | Regular curricular activities, school events and extracurricular activities other than the above and commuting to and from them. | ○ | ○ | (Note 2) Excludes medical-related practice and pharmaceutical educational practical training.
 | Medical-related practice (Note3) and the commute | × | × | (Note 3) Includes medical-related practice.

(2) Legal expenses incurred, such as hiring a lawyer, with the written consent of the Company, in cases that have been deemed as creating no liability after taking the necessary steps to preserve or exercise the right to receive compensation for damages from a third party, or in order to prevent the occurrence or extension of further damages from a prior accident;
(3) Expenses incurred for the delivery of baled goods to the balee; and
(4) Goods for which the Company settles outstanding compensation for damages in lieu of the insured.

In case of cancellation of contract during the period of insurance, the contract will be cancelled at the end of the academic year.

2. Insured Amount (limits of coverage) and premiums covered

Limit of coverage | Course A | Course B | Course C
--- | --- | --- | ---
1 year | 340 yen | 210 yen | 500 yen
2 years | 680 yen | 420 yen | 1,000 yen
3 years | 1,020 yen | 630 yen | 1,500 yen
4 years | 1,360 yen | 840 yen | 2,000 yen
5 years | 1,700 yen | 1,050 yen | 2,500 yen
6 years | 2,040 yen | 1,260 yen | 3,000 yen

The annual premium is charged even for those enrolling midway through the academic year.

3. Main cases covered under this insurance

1. When the insured is held legally liable for damage caused by a disability to third parties (including injuries occurring during the disability); or for the damage to any property belonging to third parties (including loss, breakage, or stains) during the insurance period for the following reasons:
   A. Accidents caused during activities within the “Scope of activities” (hereinafter as “activities”) as listed in the table above (Premises Liability Insurance).
   B. An accident caused by food or drink or goods (including pharmaceuticals, hereinafter “products”) supplied in connection with school curricula, school events, or extracurricular activities (Note 1 on page 2) which were not in possession of the insured party, or an accident caused by these activities and arising after completion of these activities. (Product Liability Insurance)

2. When the insured is held legally liable for damages during the insurance period by a person who is legally entitled to an entrusted article that the insured has subjected to destruction, damage, staining, loss, theft or fraud in relation to the property of another person or “entrusted property”) used or controlled by the insured during activities (Bailee’s Liability Insurance)

4. Main cases with no compensation

1. Willful act of the policyholder or the insured;
2. War, disturbances, riots, civil commotions or labor strikes;
3. Earthquakes, eruptions, floods, tsunamis, or high tide;
4. Added liabilities from any special agreements entered into between the insured and a third party regarding damages;
5. Liability arising from carcinogenic or harmful substances such as asbestos and alternative substances;
6. Damage caused by incompetence, etc. of entrusted property.

5. Applications for claims

The Company shall pay the following compensation or expenses borne by the insured:

- Prior approval by the underwriting is required for the recognition of liability and the determination of compensation amount.
- The Company shall compensate for losses or damages borne in (1) above and pay insurance claims up to the limit of coverage. In principle, the amount of expenses in (2) - (5) above is covered in whole by this insurance. However, if the amount of damages in (1) exceeds the limit of coverage, this insurance will cover a partial amount for legal expenses in (2) calculated by reducing the limit of coverage × compensation for damages in (1) from expenses.
5. Other

• Points of concern after enrollment
After enrolling in this insurance, please inform the section in charge (the students section, student support section, health center, etc.) without delay in the occurrence of any of the following:
- Changing department, faculty, etc. - Absence from school for 1 year or more in total during the period of enrollment
- Changing the course you are enrolled in
- Withdrawing from school

• Cases of concurrent insurance contracts
Insurance claims shall be paid in the following manner in cases where concurrent insurance contracts are in force:
1. In cases where insurance claims or mutual aid benefits have not been paid by other insurance contracts, the payment of claims shall be made in accordance with the enrollment details of this insurance contract, regardless of other insurance contracts, etc.
2. In cases where insurance claims or mutual aid benefits have been paid by other insurance contracts:
   a. The payment of claims shall be made in accordance with the enrollment details of this insurance contract, regardless of other insurance contracts, etc.
   b. The insured has already settled compensation for damages to the injured party; or
   c. The victim or recipient of insurance money engaged in fraudulent activity with the purpose of having Tokio Marine & Nichido Fire Insurance pay insurance claims or mutual aid benefits paid by other insurance contracts.

• Notes regarding double compensation coverage
In case there is an insurance policy (includes insurance policies excluding special policies and insurance underwriting companies) that has the same compensation policy, the compensation coverage might be redundant. When the compensation coverage is redundant, any accidents that are within the coverage can be paid for by either policy. However, there is a possibility that the policyholder only receives compensation from one company. Please check the difference and the maximum coverage in the compensation policy and consider the necessity for the policy.

• Procedures in the event of an accident
When an insured event or an accident causing an insured event happen, you must contact the school insurance counter of Tokio Marine & Nichido Fire Insurance and inform them the following information without delay:
- Your full name, age, and enrolled university/college - Date and time of accident - Location of accident - Full name and age of the injured party - Cause of accident - Degree of damage (injury, destruction, etc.).
- Also, please inform the university/college section in charge (the students section, student support section, health center, etc.) in the occurrence of any accident, and state that you have reported details of the above to the underwriting insurance company.

Please note that a delay in giving the above notice may result in the reduction of claims payable, and the right to request claims is bound by the statute of limitations of three (3) years.

• Out-of-court settlement services
Out-of-court settlement services are not available. This insurance does not offer a settlement negotiation service as an insurance company between parties and parties who suffered an injury or damage. In the occurrence, therefore, of an accident liable under this insurance, upon request from the insured, the underwriting insurance company makes the payment of insurance claims to the insured; or

• On liens
In personal liability insurance, the injured party in an insured event who has the right to request damages against the insured has a lien on the insured's right to request the underwriting insurance company to pay insurance claims (excluding the right concerning insurance claims for personal injury - Paragraph 1 of Article 22 of the Insurance Law). A lien means the victim's right to receive compensation for the victim's credits from out of benefits of insurance prior to all other creditors. The insured may request the underwriting insurance company to pay claims to the extent of compensation made to victims or of the amount agreed by the injured party. (Paragraph 2 of Article 22 of the Insurance Law)

For the above reason, the amount of insurance claims which the underwriting insurance company may pay upon request from the insured shall be limited to the cases of 1 to 3 mentioned below, with the exception of insurance claims for expenses:
1. The insured has already settled compensation for the injured party;
2. The victim can confirm agreement given by the underwriting insurance company for the payment of insurance claims to the insured;
3. Under instruction from the insured, the underwriting insurance company makes the payment of insurance claims directly to the injured party.

• Handling of insolvency cases of an underwriting insurance company
In the event that the insurance company should become insolvent, there may be cases where in the occurrence of the contract, premiums, refunds, etc. is frozen for a certain period of time or where the amount of claims, refunds, etc. is reduced.

If, at the time of the insolvency of the underwriting insurance company, the policyholder is a "small-scale corporation" (meaning, Japanese corporations and foreign corporations (restricted to contracts entered by offices in Japan) of which the number of regular employees at the time of the insolvency does not exceed 20) or a condominium owner association, insurance shall be under the jurisdiction of the Non-life Insurance Policyholders Protection Organization and claims, refunds, etc. shall, in principle, be covered up to 80% (or 100% in respect of claims arising from the insured accident occurring within 3 months from the moment of payment by the underwriting insurance company) (Even in the event that the policyholder is not in a private insurance contract, the above coverage shall apply to the insured individual(s) for the part of the contract which the individual(s) actually bear premiums.

• Handling of private information
Japan Educational Exchanges and Services (JEES), the policyholder of this insurance, will provide private information concerning the names, student numbers, payment dates, etc. of students enrolled in this insurance to the underwriting insurance companies in relation to this insurance. The underwriting insurance companies and their group companies will use such private information concerning this contract for the purposes of underwriting decisions, management and implementation of duties under this contract, provision of incidental services, information and provision of various other insurance and financial products and related services, conducting questionnaires, as well as in cases (1) to (5) mentioned below.

The purposes of using personal confidential health and medical information (sensitive information) are restricted to the scope considered necessary for the appropriate operation of insurance business and the like, under the Insurance Business Law Enforcement Regulations.

1. Private information in this contract shall be provided to entities to accomplish purposes of use deemed necessary. Entities include entrusted businesses (including insurance agencies), insurance brokers, medical institutions, entities related to insurance claims and payments, financial institutions, and the like.
2. Private information should be used in cooperation with other insurance companies and the General Insurance Association of Japan for the purpose of making decisions regarding insurance claim payments and other matters.
3. Private information shall be used in cooperation with the direct writing insurance company and group companies of the underwriting insurance company, as well as between the underwriting insurance company and affiliated companies for the purpose of providing and introducing products and services.
4. Private information shall be used in cooperation with insurance companies for the purposes of entering, renewing and managing reinsurance contracts.
5. Private information shall be provided to secured parties for administrative procedures regarding the establishment, etc. of security rights of pledges, liens, etc., as well as the management, and exercise of such rights.

For details, please refer to the websites of Tokio Marine & Nichido Fire Insurance (http://www.tokio-marine-nichido.co.jp) and other underwriting insurance companies.

Private information will be included in a list of enrolled members prepared by their universities or colleges which JEES submits to Tokio Marine & Nichido. Should you find it difficult to agree to the above, you are requested to inform JEES immediately. (Agreement to the above is required to enroll in this insurance.)

• Cancellation due to significant reasons
In any of the following cases, Tokio Marine & Nichido Fire Insurance may cancel enrollment. Note that in such cases, the company may not be able to pay the insurance money either in whole or in part.

- The policyholder, insured or recipient of insurance money caused damages or injury with the purpose of having Tokio Marine & Nichido Fire Insurance pay insurance claims or mutual aid benefits.
- The policyholder, insured or recipient of insurance money is affiliated with organized crime or is deemed to be an otherwise antisocial force, etc.
- The insured or recipient of insurance money engages in fraudulent activity with the purpose to claim for insurance money based on this policy.

• This “Guide” provides a summary explaining about Liability Insurance coupled with “Gakkensai” (Premises Liability Insurance/Product Liability Insurance/Bailees Liability Insurance) without legal effect. For details, please refer to the “Handbook for Enrollment of Liability Insurance coupled with ‘Gakkensai’” on the JEES website.
Points of Attention

1. Cautions about common compensation
   The scopes of compensation overlap in cases where the insured or other relatives are under other preexisting insurance contracts of a similar nature. Please review the details of the contract and make sure they meet your needs. Please be aware that any outstanding compensation in future contracts will be unpaid at cancellation in case you are reconsidering contract details to avoid overlapping scopes of compensation.

2. Duty of disclosure
   At the time of enrollment, you are required to disclose important matters* to the underwriting insurance company.

Check items for enrollment (confirming intention)

These check items are intended to make sure that customers may safely rely on this insurance. Full details are given in the Japan Educational Exchanges and Services (JEES) and “Guide” and its “Explanation for Important Points”. If an area does not meet your needs, please reconsider the terms and conditions of this insurance.

- Conditions and types of claims payable under this insurance
- Insurance benefits (contract benefits)

Contract Overview & Points of Attention Explanation

- The Contract Overview gives particularly important information for understanding the details of this product of insurance. Please be sure to read it before enrolling.
- The Points of Attention contain matters which may be disadvantageous to enrolling students and also other matters which are very important to them at the time of enrollment. Please be sure to read them carefully before enrolling in this insurance.
- This document does not contain all information about this insurance. Full details are given in the insurance clauses, etc. mentioned on the webpage of the Japan Educational Exchanges and Services (JEES).

For questions and concerns, etc., please contact JEES or Tokio Marine & Nichido Fire Insurance Co., Ltd.

* Please keep something from which subscription details can be understood, such as this “Guideline” or the “Handbook for Enrollment of Liability Insurance coupled with 'Gakkensuru'”, etc. as an enrollment certificate, etc. is not issued.

Contract Overview

1. Framework and conditions of acceptance
   (1) Product Framework
      This insurance is a group contract between Japan Educational Exchanges and Services (JEES), the policyholder, and students, the insured (those covered under insurance), who are enrolled in universities, colleges, graduate schools, and two-year colleges that are supporting members of JEES. JEES reserves the right to request the insurance policy and the right to cancel the insurance contract.
      Please confirm the scope, etc. of the insured covered under this insurance on page 1.

   (2) Compensation and Period of Insurance (Insurance Contract Period)
      Please confirm (1) the main causes for payment (main cases for compensation), (2) the main reasons for exemption from responsibility (main cases not covered for compensation) and (3) the period of insurance and other details on pages 1 and 2.

   (3) Conditions of acceptance (the insured amount, etc.)
      Please make a decision based on the underwriting conditions of the insurance (the insured amount, etc.) from the prearranged insurance courses. For details of insurance courses, please refer to page 2.

2. Premiums and methods of payment for premiums
   Premiums are decided based on the insurance course chosen and other factors. Please confirm the details on premiums on page 2, and pay premiums as instructed by your university.

3. Maturity refunds and policyholders’ dividends
   There are no maturity refunds nor policyholders’ dividends under this insurance.

Points of Attention

1. Cautions about common compensation
   The scopes of compensation overlap in cases where the insured or other relatives are under other preexisting insurance contracts of a similar nature. Please review the details of the contract and make sure they meet your needs. Please be aware that any outstanding compensation in future contracts will be unpaid at cancellation in case you are reconsidering contract details to avoid overlapping scopes of compensation.

2. Duty of disclosure
   At the time of enrollment, you are required to disclose important matters* to the underwriting insurance company.

Check items for enrollment (confirming intention)

These check items are intended to make sure that customers may safely rely on this insurance in the event of an accident, by ascertaining that the product of insurance which customers are going to enroll in fully meets their needs and that they have made correct entries on items which are key to applying for this insurance. Please take the time to look over each of the following points.

For any questions or concerns, please inquire for the inquiries as mentioned in the “Guide” and other documents.

1. Please make sure that this product of insurance fully meets your needs in the following areas by referring to the "Guide" and its "Explanation for Important Points". If an area does not meet your needs, please reconsider the terms and conditions of this insurance:
   □ Conditions and types of claims payable under this insurance
   □ Insurance benefits (contract benefits)

2. Please refer to page 3.