# Handbook for Enrollment of Liability Insurance Coupled with Gakkensai "Futaibaiseki"

Course ALiability Insurance for Students Pursuing Education and<br/>Research "Gakkenbai"Course BLiability Insurance for Internships, Professional<br/>Qualification Activities, etc. "Intern-bai"Course CLiability Insurance for Medical Students Pursuing Study<br/>and Research "Igakubai"

You are enrolled in this insurance. This insurance protects you when you bear legal liability for damages arising from inflicting injuries to third parties or damaging any property belonging to third parties. Please be sure to read this handbook in preparation for unexpected accidents.

This insurance does not issue insurance policies to individual students. Keep this booklet in a safe place in <u>lieu</u> of an insurance policy!



**<For your records>** The enrolling student should fill in these details.

Year of Enrollment	Years	Period of Insurance	Years	Insurance Course	Â	( <b>B</b> )	Ô
Name							



# For enrolling students

The details of this insurance and your obligations as the insured (those who may receive compensation) are determined by various regulations of the Standard Provisions for Personal Liability Insurance and others.

This handbook serves as a substitute for the insurance policy. Please read it in preparation for emergencies, and store it in a readily available place.

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"Liability Insurance Coupled with Gakkensai" is a contract of co-insurance entered into between Japan Educational Exchanges and Services (JEES) and the insurance companies listed below (to be confirmed), with Tokio Marine & Nichido Fire Insurance Co., Ltd. acting for and on behalf of the other insurance companies. Each insurance company bears obligations under the contract, not jointly but separately, in accordance with its underwriting share determined at the time of acceptance. For details of the shares, please confirm with JEES.

Aioi Nissay Dowa Insurance Sompo Japan Insurance Tokio Marine Nichido (Lead insurance company) Mitsui Sumitomo Insurance

# I. Overview of "Liability Insurance Coupled with Gakkensai"

### 1. Period of this insurance

The period of insurance shall fall under one of the following.

	Commencement of Insurance	Conclusion of Insurance <sup>(*1)</sup>
Students admitted in April	From 0:00 a.m., April 1	Until 12 p.m. on March 31 of the following year
Students admitted in September	From 0:00 a.m., September 1	Until 12 p.m. on August 31 of the following year
Students admitted in October	From 0:00 a.m., October 1	Until 12 p.m. on September 30 of the following year

However, the start and end dates of insurance for each of the following cases are as follows.

<Enrollment of all students (decided by the school)> In the case where the enrollment date decided<sup>(\*2)</sup> at a school is after the commencement of insurance listed above.
The insurance period shall commence from 0:00 a.m. of the resolved date of enrollment. The insurance end date shall be the same as indicated in the table above.

Coptional enrollment (decided by the student)> In the case where the date the insured (students) applied for insurance at the insurance period shall commence from 0:00 a.m. of the day following the application date.

schools they belong to with the payment of prescribed premiums comes after the listed above commencement of insurance<sup>(\*3)</sup>.

(\*1) For 1 year enrollments. For multi-year contracts, the insurance remains in effect until the end of the academic year in which the insurance ends. (\*2) The enrollment date cannot be earlier than the date of determination.

(\*3) In principle, application shall be submitted at the same time as university/college admission procedures.

If you are not sure about when the insurance period commences, please contact the section in charge at your school (student services, student support, insurance center, etc.).

### 2. Content of this insurance

Students 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** by inflicting injuries to third parties or damaging any property belonging to third parties during their curricular activities, extracurricular activities<sup>(\*4)</sup>, or school events, and while commuting to and from them.

(\*4) The internship or volunteer activities carried out for internship or volunteer purposes by student groups in the school approved by the academic institution in accordance with the formalities prescribed by the school. However, any activity held in times and locations prohibited by the school and prohibited conduct shall not be covered.

### 3. Scope of activities covered under this insurance

O Course A (Excludes medical-related practicum. Includes practical training in pharmaceutical educational practical training.)

During regular curricular activities, school events, extracurricular activities (\*4) and commuting to and from them (includes the scope covered in Course B)

O Course B (Medical-related practicum and practical training in pharmaceutical education shall not be covered.)

Internships, hands-on nursing care activities, educational practicum, nursery practicum, volunteer activities and commuting to and from them. However, such activities are restricted to those approved by the school as regular curricular activities, school events or extracurricular activities (\*4).

### ○ Course C (Includes medical-related practicum.)

Regular curricular activities in the medical-related department and studies, school events, extracurricular activities (\*4), and commuting to and from them (includes cases covered in Courses A & B)

Medical-related practicum (covered in Course C) and pharmaceutical educational practical training (covered in Courses A & C) shall be covered hereunder if the following requirements are met in such cases as where ① it is recognized as a regular course by the school, ② the insured is not engaged in business (including a parttime job) related to his/her particular professional qualification, and ③ proof of ①&② are obtainable at the school. For details, please contact the section in charge at the school (the students section, student support section, health center, etc.).

(Note)

- The scope of coverage for Course A and Course C includes the scope of coverage in Course B, so there is no need for students enrolled in Courses A or C to enroll in Course B.
- Accidents during club activities<sup>(\*5)</sup> shall not be covered by insurance benefits. 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 school) aligned to regular curriculum or school activities on the same day.
- (\*5) "Club activities" refers to cultural or athletic activities in accordance with the university rules and regulations and under the supervision of a student group approved by the school. However, this excludes when the insured is engaged in extracurricular activities <sup>(\*4)</sup> and/or activity and prohibited conduct held in times and locations prohibited by the school.

Courses	<b>Course A</b> (*6) ("Gakkenbai")	Course B (*7) ("Intern-bai")	Course C (*8) ("Igakubai")
Internships, Hands-on nursing care activities, educational practicum, nursery practicum, volunteer activities and commuting to and from them <sup>(*9)</sup>	0	0	0
Regular curricular activities, school events and extracurricular activities (*10) other than the above and commuting to and from them	0	×	0
Medical-related practicum (*11) and the commute	×	×	0

(\*6) Excludes medical-related practicum. Includes pharmaceutical educational practical training.

- (\*7) Excludes medical-related practicum and pharmaceutical educational practical training.
- (\*8) Includes medical-related practicum.
- (\*9) Limited to regular curricular activities, school events and extracurricular activities<sup>(\*10)</sup> recognized by the school.
- (\*10) The internship or volunteer activities carried out for internship or volunteer purposes by student groups in the school approved by the academic institution in accordance with the formalities prescribed by the school. However, any activity held in times and locations prohibited by the school and prohibited conduct shall not be covered.
- (\*11) Medical-related departments and studies refers to regular curricular activities and school events recognized by the university.

### 4. Insurance Amount (Payment Limit)

	Course A	Course B	Course C
Limit of coverage (*12)	100 million yen per accident combining both bodily injury and property damage. (No deductible)(*13)		

(\*12) Limit of coverage for one insured person per year.

(\*13) A deductible is the amount of money deducted from damages within calculated insurance payments. Deductible means the amount to be borne by the insured.

### 5. Main cases covered under this insurance

\* This insurance is composed of Premises Liability Insurance, Product Liability Insurance and Bailees Liability Insurance.

- (1) When the insured bears legal liability during the period of this insurance for inflicting injuries to third parties (including death resulting from the injury; the same applying hereinafter) or damages to any property belonging to third parties (including loss, breakage or stains) as a result of any of the following accidents (\*14):
  - a. An unexpected accident occuring during the activities specified in "3. Scope of activities covered under this insurance" above (hereinafter "activities"), which are caused by the implementation of these activities (Premises Liability Insurance).
  - b. Incidents caused as a result of an activity that occur after the activity has concluded, as well as accidental incidents arising from food and beverages no longer in the possession of the insured or from products (including pharmaceuticals; hereinafter referred to as "products") originating from curricular activities, school events, or extracurricular activities (\*4) (Product Liability Insurance).
- (2) When the insured is held legally liable to the rightful owner of property belonging to third parties (hereinafter as "bailed goods") during the period of this insurance for the loss, damage, staining, disappearance, or theft or exploitation of bailed goods due to a unexpected accident in connection with such activities, while the goods are under the insured's occupancy, use or control (Bailees Liability Insurance).
  - (\*14) If a student injures a player on the opposing team during a sporting event, the student is usually not held legally responsible for the injury if the play that caused injury is generally accepted by society and falls within the rules of the game.

### <Types of insurance claims payable>

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

- % Approval from the underwriting insurance company is required whenever responsibility for compensation or amount of compensation is decided.
- ①Compensation for damages the insured is legally liable for;
- ②Legal expenses incurred, such as hiring a lawyer, with the written consent of the Company;
- ③Expenses incurred that are deemed necessary or beneficial, with the written consent of the Company, 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;
- (4) Expenses for the need of emergency measures such as first-aid treatment and/or escort, or other expenses incurred, 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;
- (5) Expenses incurred in cooperation with requests from the underwriting insurance company in cases where the Company settles outstanding compensation for damages in lieu of the insured.

### <Method of insurance claim payments>

The Company shall compensate for losses or damages borne in ① above and pay insurance claims up to the limit of coverage (market value of bailed goods in the case of Bailees Liability Insurance) with respect to the amount.

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  $\div$  compensation for damages in (1)" from expenses.

### <Examples of accidents covered>

Limited to cases where the insured is held legally liable for damages.



(\*15) Damages resulting from corrupted data, software, programs, etc. on a computer are not covered.

#### Glossary

### "Commuting to and from"

"Commuting to and from" refers to the transit for the participation of activity between the insured student's residence<sup>(\*16)</sup> and the facility the activity



is located at, or facilities in cases in which the activity is held in multiple locations, by reasonable route(s) and commuting methods that are not prohibited by the school. In principle, damages incurred while or after deviating from the path (straying from a reasonable route for reasons unrelated to the participation of class or activity) or interrupting the commute/transit (stopping for unrelated reasons from the commute) will not be covered by this insurance. However, damages incurred after deviating or stopping during the commute on reasonable routes will be covered by this insurance if for purchasing materials necessary for class, school events or extracurricular activities, or during the minimum time necessary for acts considered unavoidable in everyday life. The following are examples of such acts.

- ①Purchasing a textbook necessary for class.
- 2 Purchasing prepared food items.
- ③For students who live alone, going to a restaurant.
- ④Voting in an election.
- 5 Medical checkup at a hospital or clinic.

However, the period while the insured is in transit between the residence<sup>(\*16)</sup> 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 school) aligned to regular curriculum or school activities on the same day may be considered as"commuting to and from."However, accidents that occur after deviating/interrupting from the reasonable route(s) and during said club activities will not be covered.

Eligible modes of transportation are limited to walking, bicycles, trains, and other public transportation. However, accidents occurring while operating vehicles such as 50 cc scooter, motorcycles, cars, or electric kickboards, as well as bicycles in cases where the school prohibits

### 6. Main cases with no compensation

commuting by bicycle, are not covered.

- (\*16) This includes the commute to and from the place of employment and school facilities for those who enter the school after passing the entrance exam for adults.<sup>(\*17)</sup>
- (\*17) "Entrance exam for adults" refers to the entrance exam for working members of society who are admitted under different methods than general applicants for admission, such as by the special selection exam for adults.
- **Internship refers to** students' working experience related to their majors at school or to their future business careers at companies, etc. while they are enrolled in school.
- Hands-on nursing care activities refers to hands-on activities carried out by those who wish to acquire ordinary qualifications for teachers in primary or junior high schools.
- Educational practicum refers to students' activities for acquiring a teacher's certificate in kindergartens, primary schools, junior high schools and high schools where they are accepted, as a curriculum for subjects falling under"educational practicum".
- ※ Educational practicum includes "educational practicum for infants, children, and students with special needs" for acquiring a teacher's certificate at special needs schools, as well as "nursing practicum" for acquiring a school nurse's certificate.
- Nursery practicum refers to students' activities for acquiring a certificate for a childcare worker at places (nursery centers, etc.) where they are accepted under the training subject of "nursery practicum" as established by the Ministry of Health, Labour and Welfare, which regulates the Child Welfare Law and its Enforcement Regulations.
- Volunteer activities refers to students' voluntary activities for social contribution by means of their individual capabilities, labor or assets.
- Medical-related practicum refers to practicum made by way of regular curricula or school events by medical-related departments or classes of schools.
- Practical training in pharmaceutical education refers to practicum made by way of regular curricula or school events by departments or classes at pharmacy schools or departments, or classes of a like kind.

For more details, please refer to the policy provisions. The contents of the insurance policy provisions can be found on the website of the Japan Educational Exchanges and Services (JEES).

#### <Common>

- 1)Willful act of the policyholder or the insured;
- 2 War, disturbances, riots, civil commotions or labor strikes;
- ③Earthquakes, 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 caused by the discharge of water or air;
- (6) Damage caused by harmful substances such as nuclear fuel materials, nuclear source materials, and nuclear-contaminated materials;

However, this excludes cases in which there has been no legal violation in damage from a nuclear reaction or the collapse/split of nuclei arising during the use, storage or transportation of radioisotopes used medically or industrially.

- ⑦Damages caused by the following actions of the insured(\*18):
  - medical activities and activities that may be harmful to the body, those of which are prohibited by law if not conducted by authorized doctors, dentists, nurses, health nurses, or birth attendants.
  - compounding, administering, selling, or supplying pharmaceuticals
  - acts prohibited by individuals who are not authorized shiatsu massage practitioners, acupuncturists, moxibustion practitioners, judo therapists, architects, real-estate investigators, engineers, surveyors, or veterinarians.
    - (\*18) However, in the case of Course C, the above cases are not applicable when prescribed requirements are fulfilled for medical-related practicum. Also, in the case of Courses A and C, "compounding, administering, selling, or supplying pharmaceuticals" mentioned

above is not applicable when prescribed requirements are fulfilled for pharmaceutical educational practical training.

### <Premises Liability Insurance>

- ①Damage caused by the ownership, use or control of an automobile<sup>(\*19)</sup>, motorcycle (less than or equal to 50cc), aircraft, elevator, boat or railroad car (excluding ones whose main driving power is human power), or animals outside of the facilities;
- <sup>(2)</sup>Damage and cleanup cost caused by emission, discharge, escape or leakage of contaminants (however, this excludes cases where the emission, etc. of contaminant is unforeseen, unexpected and sudden, and the insured discovers this within the prescribed period of time and informs the underwriting insurance company within the prescribed period);
- 3 Liability arising from carcinogenic or harmful substances such as asbestos and alternative substances;

## (\*19) Including motorcycle.

### <Product Liability Insurance>

- Damages caused by products manufactured, sold and delivered willfully in contravention of laws or by gross negligence;
- OLiability arising from unusable or damaged products;
- ③Claim for damages from a lawsuit in courts overseas for accidents in Japan;
- (4) Damage and cleanup cost caused by emission, discharge, escape or leakage of contaminants (however, this excludes cases where the emission, etc., of contaminant is unforeseen, unexpected, and sudden, and the insured discovers this within the prescribed period of time and informs the underwriting insurance company within the prescribed period);
- (5)Liability arising from carcinogenic or harmful substances such as asbestos and alternative substances;

### <Bailees Liability Insurance>

- ①Damage to bailed goods from spontaneous combustion or explosion;
- ②Accidents discovered after the delivery of bailed goods to the bailer;
- ③Damage, theft, loss, or exploitation of bailed goods such as bicycles, motorcycles, motorcycles (less than or equal to 50cc), automobiles, aircraft, watercraft, vehicles, animals, musical instruments, coins, stocks and bonds, revenue stamps, postage stamps, bonds, account books, precious metals, gems, works of art, antiques, medals, badges, manuscripts, design specifications, models;
- ④Internal damage from the permeation or blowing of rain, snow, hail, or sleet from outside the building;
- (5) Damage caused by leakage or escape of vapor or water from water supply pipes, air-conditioning equipment, humidity control equipment, fire hydrants, or business/home use equipment, or leakage or escape of contents from sprinklers;
- 6 Damage caused by incompetent use, etc. of entrusted property, etc.

### 7. Changes to terms of contract (withdrawal, absence, department transfer, etc.)

- (1) After enrolling in this insurance, please inform the section in charge at the school without delay in the occurrence of any of the following reasons. If students have paid insurance premiums in a lump sum for insurance periods of two or more years to the school and fall under the following conditions, they may be eligible for a refund for unexpired periods (excludes periods less than a year)<sup>(\*20)</sup>. Contact the section in charge as details differ by the school (student services, student support, insurance center, etc.).
  - ①Withdrawing from school
  - ②Absence from school for 1 year or more in total (including study abroad) during the insurance period
  - 3 Changing department, faculty, etc.
  - (4) Changing the course you are enrolled in
  - You can temporarily cancel your contract for the period remaining in your currently enrolled course, and then enroll in a new course per year. The returned insurance premium for your current course cannot be used to cancel out the insurance premium for the course you are enrolling in.
- (2) If the length of the course of study is extended for reasons such as absence or repeated years, there may be the need for enrollment procedures for the extended period at the time the initial contract period ends. Contact the section in charge as details differ by the school (student services, student support, insurance center, etc.).
  - (\*20) Transfer fees related to the refunding of insurance premiums are the responsibility of the insured.

# II. Procedures in the event of an accident

### 1. Process flow of an accident



### 2. Procedures in the event of an accident

- (1) In the event of an accident that may be covered under this insurance, the student shall contact the school insurance desk of Tokio Marine & Nichido at of 0120-868-066 (toll-free) without delay and report the details on the following page
  - · Your name, age, and school enrolled at
  - Time and date of accident
  - · Place of accident
  - · Injured party's name and age
  - Cause of accident
  - · Extent of damages (injury or damage)

Please report accidents that occur away from Japan as well. The student may use a collect call in this event. A representative within Japan may report the accident instead if the student cannot make the call.

Please note that a delay in reporting the above 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**.

Please inform your school of the accident and the fact of having contacted and reported the above information to the insurance company. Out-of-court settlements with the injured party shall be conducted by the person at fault, the student (with a guardian in the case the student is a minor).

- (2) Students shall receive the designated forms indicated below from the school, fill out the required items, and get any necessary certification documents.
  - Insurance claim document (also considered as a certificate documenting the accident)
  - ②Incidental Liability Certification of an Accident while Commuting between School Facilities (for cases travelling "to and from")
- (3) Submit the above two documents to the School Insurance Section of Tokio Marine & Nichido.
  - % In principle, if the insured (student) is a minor, the guardian shall file for insurance claims.
- (4) The insurance company pays insurance claims. (Refer to <a></a><Cautions upon filing for claims> below.)

Important: After paying the insurance, the underwriting insurance company shall inform the General Insurance Association of Japan about the payment and based on this, the Association shall send a report of payment of insurance benefit to the school. Information on the payment of the insurance benefit related to the accident shall be shared by the underwriting insurance company, the school and the Association.

\*\*The amount of damages will be determined by considering the fault ratio of the injured party and other involved parties. Direct negotiations for an out-of-court settlement should occur between the injured and the injurer (the insured). However, since the injured party also shares fault, or that there were unavoidable forces at play, it is advisable to consult with the School Insurance Section of Tokio Marine & Nichido before finalizing any settlement, as the insured is often not solely responsible.

### <Out-of-court settlement services>

Out-of-court settlement services are not provided by this insurance. Settlement negotiation services between the insured and parties who have sustained injury or damage are not offered as part of the insurance coverage. Therefore, in the event of an accident covered under this policy, please be aware that you are required to conduct out-of-court negotiations directly with the injured party, following advice from the School Insurance Section of Tokio Marine & Nichido. Additionally, be advised that admitting liability or agreeing to a damages amount without the approval of the underwriting insurance company may result in a partial or complete inability to claim insurance benefits.

#### <Cautions upon filing for claims>

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 expenses) (Paragraph 1 of Article 22 of the Insurance Law). "A lien" means the victim's right to receive compensation for the victim's credits out of the insurance benefits 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 reasons, 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.

- ①The insured has already settled compensation for damages to the injured party;
- <sup>(2)</sup>The victim can confirm agreement given by the underwriting insurance company for the payment of insurance claims to the insured; or
- 3 Under instruction from the insured, the underwriting insurance company makes the payment of insurance claims directly to the injured party.

### <Cases of concurrent insurance contracts>

Insurance claims shall be paid in the following manner in cases where concurrent insurance contracts or mutual aid contracts exist which duplicate in content with this insurance contract (hereinafter as "other insurance contracts").

- () 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: The payment of claims shall be made in accordance with the enrollment details of this insurance contract with respect to the amount of damages after subtracting any insurance claims or mutual aid benefits paid by other insurance contracts.

Damages resulting from damage to data, software and programs, etc. in a computer are not subject to incidental liability.

# **III. Explanations of Important Points**

## **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.
- The Points of Attention contains matters which may be disadvantageous to enrolling students and other matters which are very important. Please be sure to read them.
- This document does not contain all information about this insurance. Full details are provided in the insurance provisions available on the website of the Japan Educational Exchanges and Services (JEES). For questions and concerns, please contact the section in charge (students section, student support section, health center) at your school.
- % Since an enrollment certificate is not issued, keep documents that specify your enrollment such as this handbook and Guide to "Liability Insurance Coupled with Gakkensai" in a safe place.

### 1. 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 who can receive compensation) who are enrolled in schools that are supporting members of JEES. JEES reserves the right to request the insurance policy and the right to cancel the insurance contract.

# (2) Compensation period of insurance (insurance contract period)

(1)For main causes for payment (main cases for compensation), (2)main exclusions (main cases with no compensation) and (3) the period of insurance and other details, please refer to the backside of the cover, pages 1 - 4. (3) Conditions of acceptance (the insured amount, etc.) Please make a decision based on the underwriting conditions of the insurance (limit of coverage) from the prearranged insurance courses. For details of insurance course, please refer to pages 1 – 2.

### 2. Method of payment for premiums

The insurance premium is determined based on type of policy purchased. For details about the insurance premium, please refer to the Guide available on the website of the Japan Educational Exchanges and Services (JEES).

### 3. Maturity refunds and policyholders' dividends

There are no maturity refunds or policyholders' dividends under this insurance.

## 2. Points of Attention

### 1. Duplication of compensation

In the event that the insured person or their family is already contracted for the same type of insurance product with some other insurer, it is possible that the scope of compensation may be duplicated. Please take time to examine and review the details of your contracts, in accordance with your needs. Moreover, in the course of reviewing your contracts in order to avoid duplication of compensation, when terminating contracts with outstanding indemnification, please be aware that any indemnification may not apply in future. Please exercise caution.

### 2. Duty of disclosure

At the time of enrollment, you are required to disclose important matters<sup>(\*1)</sup> to the underwriting insurance company.

- In the event that items are missing or they differ from the facts at the time of enrollment, the policy may be cancelled, or insurance claims may not be payable.
- When concluding an insurance contract on behalf of another person, any failure to disclose pertinent matters, or any variance from fact in regard to disclosed items caused either by conscious intent or major oversight on behalf of the insured party (the person benefiting from the insurance) or that person's representative, and through no fault of the insuring party or their representative(s), shall be treated as indicated above.
- (\*1) This includes matters pertaining to other insurance

contracts.

- **3.** Points to note after joining (notification of changes) Please refer to P4 and P5 for the procedures if a notification or accident occurs when withdrawing from school.
- 4. Commencement date of coverage Please refer to page 1.
- 5. Main exclusions (main cases with no compensation) Please refer to pages 3 4.

# 6. Handling of insolvency cases of an underwriting insurance company

In the event that the insurance company should become insolvent, there may be cases where the payment of claims, 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 private individual, a"small-scale corporation" (meaning Japanese corporations and foreign corporations where the number of regular employees at the time of the insolvency does not exceed  $20^{(*2)}$ ) or a condominium owner association, this 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 incident occurring within 3 months of the suspension of payment by the insolvent insurance company). (Even in the event that the policyholder is not in a private individual contract, the above coverage shall apply to the insured individual(s) for the part of the contract which the individual(s) actually bear premiums.)

(\*2) Foreign corporations are restricted to contracts entered into by offices in Japan.

### 7. Coinsurance

For coinsurance, please refer to the backside of the cover.

### 8. 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 (6) mentioned below. The purposes of using particular 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 shall 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 between Tokio Marine & Nichido Fire Insurance Co., Ltd. and its Group companies, as well as between Tokio Marine & Nichido Fire Insurance Co., Ltd. and affiliated companies for the purpose of providing and introducing products and services.
- (4) Private information shall be supplied to reinsurance companies for the purposes of entering into, 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.
- (6) Insurance money claim information etc. (including past information) of those covered by insurance shall be provided to the policyholder and the student enrolled in this insurance to ensure stable operation of the contract (e.g., judgments of insurance underwriting relating to renewal contracts).

For details, please refer to the websites of Tokio Marine & Nichido Fire Insurance and other underwriting insurance

companies. Tokio Marine & Nichido Fire Insurance: www. tokiomarine-nichido.co.jp/

Private information will be included in a list of enrolled members prepared by their schools 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.)

## "Liability Insurance Coupled with Gakkensai"

In the case of an accident covered under this insurance, you shall without delay contact the school insurance desk of Tokio Marine & Nichido at **00 0120-868-066** and report the following details:

- Your name, age, and school enrolled at
- Injured party's name and age
- Time and date of accident

- Place of accident
- Extent of damages (injury or damage)
- Cause of accident

Please inform your school of the accident and the fact of having contacted and reported the above information to the insurance company.

Tokio Marine & Nichido Fire Insurance Co., Ltd.	General Insurance Association of Japan General Insurance Alternative Dispute Resolution (ADR) Center (designated conflict resolution institution)	
<ul> <li>For concerns or consultation about insurance:</li> <li>* Regarding the status of enrollment, please get in touch with the contact at school.</li> <li>(Contact Info)</li> <li>Tokio Marine &amp; Nichido Fire Insurance Co., Ltd.</li> <li>Government Sector Section II, Education and Official Affairs Office</li> <li>〒 102-8014</li> <li>6-4 Sanbancho, Chiyoda-ku, Tokyo</li> <li>0120-587-050 (Toll free)</li> </ul>	Tokio Marine & Nichido Fire Insurance Co., Ltd. has concluded a Basic Contract for Implementation of Dispute Resolution Procedures with the General Insurance Association of Japan (SONPO), which is a designated dispute resolution organization designated by the Financial Services Agency Commissioner, based on the Insurance Business Act. In the event that a dispute with Tokio Marine & Nichido Fire Insurance Co., Ltd. is unable to be resolved, an application for resolution of the dispute may be made with SONPO. For more information, please refer to the SONPO	
For contact or consultation about accidents:	homepage. (https://www.sonpo.or.jp/)	
School Insurance Desk, Tokio Marine Nichido DOD 0120-868-066 (toll-free) * This number connects you to your School Insurance Desk, so calls may be returned from another School Insurance Desk in charge of your school.	When calling from IP phones, please call 03-4332-5241. Business hours: 9:15-17:00 on weekdays (Closed on weekends & holidays)	
[Business Hours: 9:00-17:00 on weekdays (Closed on weekends & holidays)]		

# V. Addresses for insurance claims (Wellness Insurance Money Support Dept, Tokio Marine & Nichido Fire Insurance Co., Ltd.)

Tokio Marine Nichido Offices (School Insurance Desks)	Address
Tokio Marine & Nichido Fire Insurance Co., Ltd. Wellness Insurance Money Support Dept., Accident Insurance Support Office, Accident Insurance Support Team 3 (School Insurance Desk) Toll-free number: 0120-868-066	Toranomon Tokio Marine Nichido Bldg. 3-9-4 Nishishinbashi, Minato-ku, Tokyo 105-8551

### <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 insured or recipient of insurance money caused damages or injury with the purpose of having Tokio Marine & Nichido Fire Insurance pay insurance money based on this policy.
- The 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 engaged in fraudulent activity with respect to the claim for insurance money based on this policy.

For inquiries about enrollment or approval, contact the section in charge at your school (students section, student support section, health center)

Issuer

Japan Educational Exchanges and Services Student Insurance Division, Student Support Department

〒 153-8503
 4-5-29 Komaba, Meguro-ku, Tokyo
 TEL: 03-5454-5275
 https://www.jees.or.jp/

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What to do if you have an accident

# **Insurance claim procedures**

Perform the procedures below



- ☑ Call the School Insurance Desk (0120-868-066) at the insurance company (Tokio Marine & Nichido) and notify them of the accident.
- Report the accident to your school.
- Prepare the documentation required by Tokio Marine & Nichido, including photographs and receipt for repairs, etc.
- Get the insurance claim form from your school.
- Send the insurance claim form (certified by the school) to the Tokio Marine & Nichido School Insurance Desk (Tokyo).

**%** The address is on p. 9.

**Tokio Marine & Nichido will pay the claim.**