

# Handbook for Enrollment of Liability Insurance coupled with "Gakkensai"\* ("Futaibaiseki")

\*"Gakkensai" means Personal Accident Insurance for Students Pursuing Education and Research.

**Course A** Liability Insurance for Students Pursuing Education and Research ("Gakkenbai")

**Course B** Liability Insurance for Internships, Professional Qualification Activities, etc. ("Intern-bai")

**Course C** Liability Insurance for Medical Students Pursuing Study and Research ("Igakubai")

This insurance protects students when he/she bears legal liability for damages arising from bodily injuries or material damage caused to third parties. Please be sure to read this handbook in preparation for unexpected accidents.

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

Year of Enrollment		Period of Insurance	Years	Insurance Course	A B C
Name					

This insurance does not issue insurance policies to individual students. Keep this booklet in a safe place in lieu of an insurance card!



(This is a translation of the original text in Japanese. Please note that details and interpretations may differ from the Japanese text and that the Japanese text takes precedence over this translation.)



# 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 contains particularly important points in provisions and clauses. Please read them 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 Nipponkoa Insurance  
Tokio Marine Nichido (Lead insurance company)    Mitsui Sumitomo Insurance

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

## Compensation Amounts (limits of coverage), Premiums, Period of Insurance

The course to be selected may vary depending on the university. For more information, please contact your university's help desk.

### 1. Scope of activities

Activities	Courses	Course A <sup>(Note 1)</sup> ("Gakkenbai")	Course B <sup>(Note 2)</sup> ("Intern-bai")	Course C <sup>(Note 3)</sup> ("Igakubai")
Internships, nursing care experience, educational practice, nursery practice, volunteer activities and commuting to and from them <sup>(Note 4)</sup>		○	○	○
Regular curricular activities, school events and extracurricular activities <sup>(Note 5)</sup> other than the above and commuting to and from them		○	×	○
Medical-related practice <sup>(Note 6)</sup> and the commute		×	×	○

(Note 1) Excludes medical-related practice. Includes pharmaceutical educational practical training.

(Note 2) Excludes medical-related practice and pharmaceutical educational practical training.

(Note 3) Includes medical-related practice.

(Note 4) Limited to regular curricular activities, school events and extracurricular activities recognized by the university.

(Note 5) **The internship or volunteer activities carried out for internship or volunteer purposes by student groups in the university approved by the academic institution** in accordance with the formalities prescribed by the university/college. However, any activity held in times and locations prohibited by the university/college and prohibited conduct shall not be covered.

(Note 6) Medical-related departments and studies refers to regular curricular activities and school events recognized by the university.

### 2. Compensation amounts (limits of coverage) and premiums

		Course A	Course B	Course C
Limit of coverage <sup>(Note 1)</sup>		100 million yen per accident combining both bodily injury and property damage. (No deductible) <sup>(Note 2)</sup>		
Premium per insured person	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

(Note 1) Limit of coverage for one insured person per year.

(Note 2) A deductible is the amount of money deducted from damages within calculated insurance payments.  
Deductible means the amount to be borne by the insured.

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

\*Cancellation is possible during the insurance period, but the premium for that academic year will not be refunded.

# 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>(Note 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

(Note 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.

In the following cases, however, the commencement dates shall be as follows:

<Enrollment of all students (decided by the university)> In the case where the enrollment date decided <sup>(Note 2)</sup> at a faculty is after the commencement of insurance listed above:	The insurance period shall commence from 0:00 a.m. of the resolved date of enrollment.
<Optional enrollment (decided by the student)> In the case where the date the insured (students) applied for insurance at the universities they belong to with the payment of prescribed premiums comes after the above listed commencement of insurance <sup>(Note 3)</sup> :	The insurance period shall commence from 0:00 a.m. of the following day from the application date.

(Note 2) The enrollment date cannot be earlier than the date of determination.

(Note 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 university.

## 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 injuring third parties or damaging any property belonging to third parties during their curricular activities, extracurricular activities (Note 1), or school events, and while commuting to and from them.

## 3. Scope of activities covered under this insurance

### ● Course A (Excludes medical-related practice. Includes practical training in pharmaceutical educational practical training.)

During regular curricular activities, school events, extracurricular activities (Note 1) and commuting to and from them (includes the scope covered in Course B)

### ● Course B (Medical-related practice and practical training in pharmaceutical education shall not be covered.)

Internships, nursing care experience, educational practice, nursery practice, volunteer activities and commuting to and from them. However, such activities are restricted to those approved by the university or college as regular curricular activities, school events or extracurricular activities (Note 1).

### ● Course C (Includes medical-related practice.)

Regular curricular activities in the medical-related department and studies, school events, extracurricular activities (Note 1), and commuting to and from them (includes cases covered in Courses A & B)

\* **Medical-related practice (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 university or college, ② the insured is not engaged in business (including a part-time job) related to his/her particular professional qualification, and ③ the proofs of ① & ② are obtainable at the university or college. For details please contact the section in charge at the university or college (the students section, student support section, health center, etc.).

(Note 1) **The internship or volunteer activities carried out for internship or volunteer purposes by student groups in the university approved by the academic institution** in accordance with the formalities prescribed by the university/college. However, any activity held in times and locations prohibited by the university/college and prohibited conduct shall not be covered.

(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. · <b>Accidents during club activities (Note 2) 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 university/college) aligned to regular curriculum or school activities on the same day.</b> (Note 2) "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 university. However, this excludes when the insured is engaged in extracurricular activities (Note 1 above) and/or activity and prohibited conduct held in times and locations prohibited by the university/college.
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## 4. 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 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:

- A fortuitous accident occurring in connection with the activities defined in "**3. Scope of activities covered under this insurance**" above (hereinafter as "activities"). (Premises Liability Insurance)
- 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 above) 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 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 fortuitous accident in connection with such activities, while the goods are under the insured's occupancy, use or control. (Bailees Liability Insurance)

(Note 3) 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.

- ① Compensation for damages the insured is legally liable for;
- ② Legal expenses incurred, such as hiring a lawyer, with the written consent of the Company;
- ③ Expenses 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 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 ÷ compensation for damages in ①" from expenses.


**<Examples of accidents covered>**

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


● During a chemistry experiment in class, the wrong chemicals were mixed, causing an explosion which inflicted a burn on a classmate. (Covered by options A and C)



● At a school festival, the insured opened a yakitori stand, and five people were admitted to the hospital with food poisoning. (Covered by options A and C)




● The insured used a machine at the host organization during internship activities conducted as part of regular curricula and accidentally broke it. (Covered by options A, B, and C)



(Note 4)

● While commuting to class on a bicycle, the handle got caught on a pedestrian's bag and caused the pedestrian to fall and sustain an injury. (Covered by options A and C)

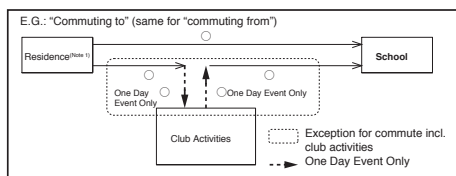


(Note 4) Damages resulting from corrupted data, software, programs, etc. on a computer are not covered.

**Glossary**

• **"Commuting to and from"**

Commuting to and from" refers to the transit for the participation of activity between the insured student's residence (Note 1) and the facility the activity is located at, or facilities in the case the activity is



held in multiple locations, by reasonable route(s) and commuting methods that are not prohibited by the University. In principle, damages incurred while or after deviating from the path (straying from 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 in 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.

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

However, the period while the insured is in transit between the residence (Note 1) 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 may be considered as "commuting to and from." However, accidents occurred after deviating/interrupting from the reasonable route(s) and during said club activities will not be covered.

(Note 1) This includes the commute to and from the place of employment and school facilities for those who enter the university/college after passing the entrance exam for adults (Note 2).

(Note 2)"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.
- **Nursing care experience activities** refer to experience activities carried out by those who wish to acquire ordinary qualifications for teachers in primary or junior high schools.
- **Educational practice** 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 practice".  
 \*Educational practice includes "educational practice for infants, children, and students with special needs" for acquiring a teacher's certificate at special needs schools, as well as "nursing practice" for acquiring a nurse-teacher's certificate.
- **Nursery practice** 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 practice" as established by the Ministry of Health, Labour and Welfare, which regulates the Child Welfare Law and its Enforcement Regulations.
- **Volunteer activities** refer to students' voluntary activities for social contribution by means of their individual capabilities, labor or assets.
- **Medical-related practice** refers to practice made by way of regular curriculums or school events by medical-related departments or classes of graduate schools, universities or junior colleges.
- **Practical training in pharmaceutical education** refers to practice made by way of regular curriculums or school events by departments or classes of pharmacy of graduate schools, universities or junior colleges or of departments or classes of a like kind.

## 5. Main cases with no compensation

The details are please refer to the contents of stipulation of page 6 ~ page 13 at the end of book.

### <Common>

- 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 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;
- ⑦ Damages caused by the following actions of the insured (Note):
  - 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, nor veterinarians.(Note) However, in the case of Course C, the above cases are not applicable when prescribed requirements are fulfilled for medical-related practice. 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>

- ① Damage caused by the ownership, use or control of an automobile<sup>(\*)</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;
  - ② 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;
- \*Including motorcycle.

### <Product Liability Insurance>

- ① Damages caused by products manufactured, sold and delivered willfully in contravention of laws or by gross negligence;
- ② Liability arising from unusable or damaged products;
- ③ Claim 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>

- ① Damage to bailed goods from spontaneous combustion or explosion;
- ② Accidents discovered after the delivery of bailed goods to the bailer;
- ③ Damage, theft, loss, or exploitation of bailed goods such as bicycles, motorcycles, motorbikes (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;
- ④ Internal 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.

## 6. Changes to Terms of Contract (withdrawal, absence, department transfer, etc.)

- (1) After enrolling in this insurance, please inform the section in charge at the university/college 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 university/college and fall under the following conditions, they may be eligible for a refund for unexpired periods (excludes periods less than a year). Contact the section in charge as details differ by the university/college.

- ① Withdrawing from school
- ② Absence 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

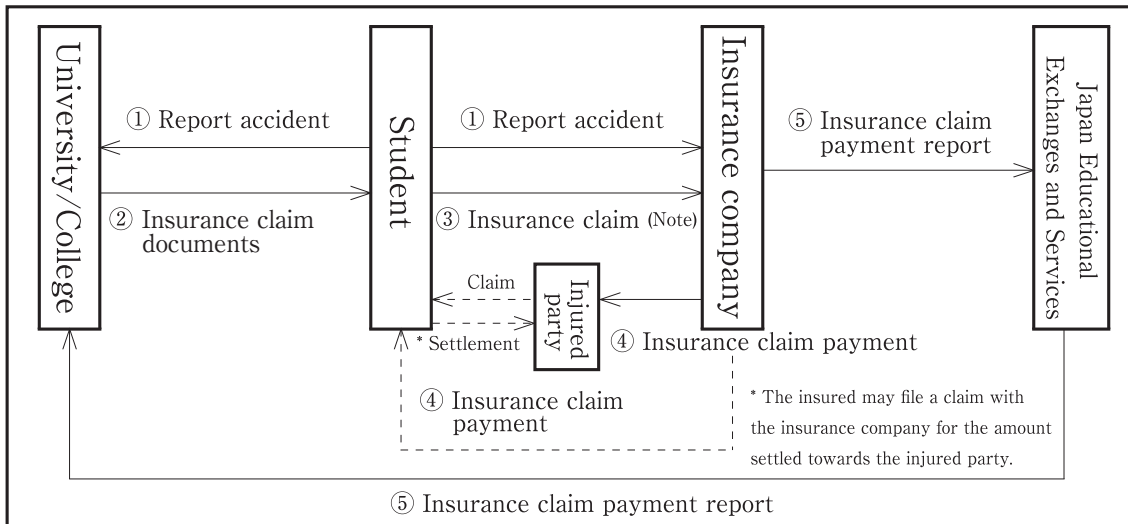
You can temporarily cancel your contract for the period remaining in your currently enrolled course, and then enroll in a new course per year.

**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 university/college.

## 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 ☎0120-868-066 (toll-free) without delay and report the details on the following page

- **Your name, age, and university/college 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 university or college 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 injurer, the student (with a guardian in the case the student is a minor).

(2) Students shall receive the designated forms indicated below from the university, fill out the required items, and get any necessary certification documents.

- Insurance claim document (also considered as a certificate documenting the accident)
- Secondary liability certificate for commuting accidents (for cases travelling "to and from")

(3) The student shall submit the above two documents to Damages and Services Division of Tokio Marine & Nichido Fire Insurance Co., Ltd.

(Note) 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 <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 university. Information on the payment of the insurance benefit related to the accident shall be shared by the underwriting insurance company, the university and the Association.

\* The amount of damages shall be determined by taking into account the fault ratio of the injured party and other persons involved. Negotiations for out-of-court settlement shall be made between the injured and the injurer (insured) directly; however, **please consult the insurance company before settlement** as it is often not the case the insured is solely responsible, and is often the case that the injured also bears fault or inevitable powers were present.

#### <Out-of-court Settlement Services>

Out-of-court settlement services are not available. This insurance

does not offer a settlement negotiation services as an insurance company between the insured and parties who sustained injury or damage. In the occurrence, therefore, of an accident liable under this insurance, be aware that you must conduct out-of-court negotiations directly with the injured party, upon advice from the department/section in charge at the underwriting insurance company. Moreover, please note that the admission of your liability or any agreement to the amount of damages given without approval from the underwriting insurance company may lead to the failure to receive the whole or part of the claim.

#### <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 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 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 damages to the injured party.

- ① The insured has already settled compensation for damages to the injured party;
- ② 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 exists, which duplicate in content with this insurance contract (hereinafter as "other insurance contracts").

- 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: 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.

### III. Applicable clauses in Liability Insurance coupled with "Gakkensai"

#### Standard Provisions for Personal Liability Insurance

##### Article 1 (Insurance claims covered)

The Company shall pay insurance claims to the insured for loss or damage sustained as a result of being held legally liable for damages (hereinafter as "insured events") by causing physical impediments to third parties or the destruction of property belonging to third parties (hereinafter as "accident").

##### Article 2 (Scope of damages)

Damages covered by the Company mentioned in the preceding article shall be restricted to cases that fall under the following:

###### ① Legal damages

Legal damages refer to the compensation the insured is obligated to pay the injured party in accordance to legal regulations for damage incurred. In the event the insured has an acquisition through subrogation, that amount shall be deducted.

###### ② Legal expenses

Legal expenses refer to expenses incurred by the insured, with the written consent of the Company, for litigation regarding liability in damages.

###### ③ Sue and labor expenses

Sue and labor expenses refer to the necessary or beneficial expenses, with the written consent of the Company, the insured incurs for any procedures or steps in the event the insured follows the necessary procedures to preserve or exercise the right to receive compensation for damages from a third party, or any other steps taken in order to prevent the occurrence or extension of further damages from a prior accident (excluding cases defined in ④), as mentioned in Article 12 (Occurrence of an accident) (1) ③.

###### ④ Expenses for emergency measures

Expenses for emergency measures refer to first-aid treatment and/or escort, or other expenses incurred by the insured, with the written consent of the Company, in cases that have been deemed as no liability after following the necessary procedures or taking the necessary steps mentioned in Article 12 (1) ③.

###### ⑤ Cooperation expenses

Cooperation expenses refer to the expenses incurred in cooperation with requests from the insured's insurance company in cases where the Company settles outstanding compensation for damages in lieu of the insured as mentioned in Article 13 (Cooperation in settlements for damages) (1).

##### Article 3 (Definition of terms)

The terms used in these clauses shall be defined by their respective meanings below.

Term	Definition
Physical impediments	Human injury or illness, or physical impediments or death caused by these.
Property	Tangibles having property value. "Tangibles" refer to solids, liquids, or gases having tangible existence, but excludes intangibles such as data, software or programs, fishery rights, patent rights, copyrights or other rights, electricity, or energy.
Damage	Destruction, loss, or stain. "Destruction" refers to the loss of physical presence of property, but does not include disappearance, theft, fraud or embezzlement. "Loss" refers to the objective decrease in economic value due to unexpected or unintended physical, chemical, or biological changes in property. "Stain" refers to the objective decrease in economic value due to stains from unexpected or unintended reasons.
Sales	The total amount of consideration, including taxes, of products or services the insured sells or provides during the period of insurance.
Earnings from completed work	The total amount of revenue, including taxes, of construction works completed by the insured during the period of insurance.
Wages	The total amount of money, including taxes, paid to the employee in consideration of labor done by the insured during the period of insurance.
Visitors	The total number of people who accessed and used the premises during the period of insurance.
Other concurrent insurance contracts	Other insurance contracts or mutual aid contracts that compensate for damages as mentioned in Article 1 (Insurance claims covered).

##### Article 4 (Limit of liability)

(1) The Company shall cover legal damages per case where the amount of such damages exceeds the deductible mentioned in the insurance policy up to the amount of such excess. The Company shall, however, only cover amounts up to the limit of coverage, as mentioned in the insurance policy (hereinafter referred to as "limit of coverage").

(2) The Company shall cover the total amount of legal expenses. However, in cases where the amount of legal damages exceeds the limit of coverage, the Company shall only cover the amount

calculated in accordance with the following formula:

$$\text{Insurance claim amount} = \text{Legal expenses} \times \frac{\text{Limit of coverage}}{\text{Legal damages}}$$

(3) The Company shall cover the total amount of expenses for the reduction or prevention of further damages, emergency measures, and cooperation.

##### Article 5 (Commencement and termination of liability)

(1) The Company's liability for insurance shall commence from 4 p.m. (or other time specified in the insurance policy) of the first date of the period of insurance mentioned in the insurance policy (hereinafter as "the period of insurance") and shall terminate at 4 p.m. of the last date mentioned in the insurance policy.

(2) Times shall be based on Japan Standard Time.

(3) The Company shall not pay insurance claims for damages sustained in an accident after the commencement of the period of insurance but prior to the receipt of the corresponding premium.

##### Article 6 (Duty of disclosure)

(1) The policyholder or the insured must accurately inform the Company of the details requested by the Company of items mentioned in documents such as the insurance application form (including details regarding other insurance contracts; hereinafter as "disclosure items"), for important facts regarding any dangers (possibility of incurred damage; same meaning below.) at the time of entering an insurance contract.

(2) The Company may cancel this insurance contract by sending notice in writing to the policyholder in cases where, at the time of entering the contract, facts disclosed were unreported or misrepresented by the policyholder or the insured in bad faith or gross negligence.

(3) The provision in (2) does not apply to cases that fall under the following:

① Facts in (2) have become null.

② The Company was aware of facts stipulated in (2) or was not aware due to gross negligence (including cases where the agent failed to report facts in order to enter contracts for the company, or discouraged the insured from reporting accurate facts.)

③ In cases where the policyholder or the insured have made written revisions, sent them to the Company, and received approval before incurring damages from an accident. Moreover, the Company shall only approve revisions received if the entered contract is acknowledged, regardless if facts in the revision were also reported at the time of entrance.

④ A month has passed since the Company found dissolving reason stipulated in (2) or 5 years have passed since entering the contract.

(4) The Company shall not cover claims even if reasons for cancellation are found stipulated in (2) after incurring damages from an accident, regardless of Article 19 (Insurance contract cancellation effects). In this event, the insurance company may request for the return of any insurance claims paid.

(5) The provision in (4) does not apply to damages incurred by accidents independent of facts stipulated in (2).

##### Article 7 (Insurance claims not covered)

The Company shall not cover damages caused by any of the following reasons, regardless of direct or indirect causes:

① Willful acts of the policyholder or the insured;

② War (declared or undeclared), disturbances, riots, civil commotions or labor strikes;

③ Earthquakes, eruptions, floods, tsunamis, or high tide

##### Article 8 (Insurance claims not covered)

The Company shall not cover damages caused by liabilities held by the insured, regardless of direct or indirect causes. This excludes cases with attached special contracts.

① Added liabilities from any special agreements entered into between the insured and a third party regarding damages;

② Liabilities to the rightful owner for property damage from the possession, use or management of property by the insured;

③ Liabilities of relatives living with the insured;

④ Liabilities caused by physical impediments of the insured's employees during business operations;

⑤ Liabilities caused by discharged liquid or gas (includes fumes).

##### Article 9 (Inspections)

(1) The insured shall always take the necessary measures to prevent the occurrence of insured events.

(2) The Company may conduct inspections regarding the situation of preventative measures and request improvements of deficiencies at any time during the period of insurance.

##### Article 10 (Duty of notice)

(1) Following the entrance of insurance contract, the policy holder or insured must notify the Company without delay regarding changes to facts in disclosure items (limited to applicable facts within disclosure items specified by the Company in the document sent at the time of



entering insurance contracts). However, if those facts become null, there is no need to notify the Company.

- (2) The Company may cancel this insurance contract by sending notice in writing to the policyholder in cases where the policyholder or the insured did not disclose facts without delay in bad faith or gross negligence in the event of an increase in risk (the status when coverage does not meet calculated risk as defined in this insurance contract due to disclosure items becoming more dangerous; same meaning below) due to the occurrence of facts mentioned in (1).
- (3) The provision in (2) does not apply to cases where a month has passed since the Company found dissolving reason stipulated in (2) or 5 years have passed since the increase in risk.
- (4) The Company shall not cover damages incurred from accidents from the time of increase of risk until the time of cancellation even if reasons for cancellation are found stipulated in (2) after incurring damages from an accident, regardless of Article 19 (Insurance contract cancellation effects). In this event, the insurance company may request for the return of any insurance claims paid.
- (5) The provision in (4) does not apply to damages incurred by accidents independent of facts from that increase in risk.
- (6) The Company may cancel this insurance contract by sending notice in writing to the policyholder in cases where the increase of risk from facts in (1) has exceeded the scope of acceptance (the scope of continuing the insurance contract by increasing premiums as specified by the Company in the document sent at the time of entering insurance contracts), regardless of the provision in (2).
- (7) The Company shall not cover damages incurred from accidents from the time of increase of risk until the time of cancellation even if reasons for cancellation are found stipulated in (6) after incurring damages from an accident, regardless of provisions in Article 19. In this event, the insurance company may request for the return of any insurance claims paid.

#### Article 11 (Change in the policyholder's address)

The policyholder must without delay inform the Company of any changes in the address or contact details stated in this insurance policy.

#### Article 12 (Occurrence of an accident)

- (1) The policyholder or the insured must fulfill ① to ⑤ below upon knowledge of the occurrence of a fortuitous accident that leads or may lead to an insured event.
  - ① Notify the Company in writing without delay about the time and place of the accident, the injured party's name and address, accident situation, the name and addresses of any witnesses of these events, and extent of any damages ensued.
  - ② Notify the Company in writing without delay about any other insurance contracts and content of (including the fact if insurance claim benefits or mutual aid was received).
  - ③ Take all means necessary to preserve or exercise the right to receive compensation for damages from a third party, or any other steps in order to prevent the occurrence or extension of further damages from a prior accident.
  - ④ Deny liability of any or all damages without the approval of the Company. Approval is unnecessary for emergency measures such as first-aid treatment and/or escort.
  - ⑤ Notify the Company directly in the case of impending lawsuits for liable damages.
- (2) The Company shall deduct the following amounts from damages in Article 1 (Insurance claims covered) in cases where the policyholder or the insured violates the duties mentioned in (1) above without legitimate reason.
  - ① Amount of damages sustained by the Company for the violation of the duties mentioned in ①, ② or ⑤ in (1) above
  - ② Acknowledged amount of damages that could have been prevented or curbed in violation of the duties mentioned in ③ in (1) above;
  - ③ Acknowledged amount of legal liabilities not held by the insured in violation of the duties mentioned in ④ in (1) above;

#### Article 13 (Cooperation in settlements for damages)

- (1) The Company may attend to the settlement of claims from the injured party for damages on behalf of the insured at its own expenses when deemed necessary to do so. In this case, the insured shall cooperate in response to request from the Company in following through with those efforts.
- (2) The Company shall deduct any amount of damages sustained due to the insured's incooperation of requests mentioned in (1) without legitimate reason.

#### Article 14 (Adjustment of premiums)

- (1) The policyholder must submit documents necessary for determining premiums without delay after the end of insurance contracts in the event where premiums are determined according to sales, earnings from complete work, wages, and visitors.
- (2) The Company may view any documents belonging to the policyholder or the insured deemed necessary for determining premiums within

the period of insurance and one year after the termination of the insurance contract.

- (3) The Company shall refund or request the difference in premiums without delay in the event there is an excess or insufficiency between the premium collected by the Company and the calculated amount based on documents in (1) and (2) (the minimum premium shall be used for cases that do not meet the minimum premium in this insurance policy).

#### Article 15 (Voiding of insurance contract)

Insurance contracts effected for the purpose of illegally claiming insurance or providing insurance to third parties will be considered null and void.

#### Article 16 (Cancellation of insurance contracts)

The Company may void this insurance contract by sending notice in writing to the policyholder in cases where insurance contracts were entered due to fraud or threat from the policyholder or the insured.

#### Article 17 (Cancellation of insurance contract by the policyholder)

The policyholder may cancel this insurance contract by sending notice in writing to the Company.

#### Article 18 (Termination due to stern reasons)

- (1) The Company may terminate this insurance contract by sending notice in writing to the policyholder in any cases under the following circumstances:
  - ① The policyholder or the insured incurs or attempts to incur damage for the purpose of claiming insurance money from the Company under this insurance contract;
  - ② The insured commits or attempts fraud of insurance money under this insurance contract;
  - ③ The Company has lost confidence in the policyholder or the insured due to stern reasons making it difficult to continue this insurance contract for reasons ① or ② or any other reasons of the same extent.

- (2) The Company shall not cover damages incurred from accidents from the time ① to ③ is incurred until the time of termination even if reasons for termination are found stipulated in (1) after incurring damages from an accident, regardless of following articles. In this event, the insurance company may request for the return of any insurance claims paid.

#### Article 19 (Insurance contract cancellation effects)

The cancellation of insurance contracts can only be effected towards the future.

#### Article 20 (Refund or request of premiums: Duties of disclosure and notice)

- (1) The Company shall refund or request the difference in recalculated premiums before and after adjustments due to the difference between actual and reported facts disclosed in Article 6 (Duty of disclosure).
- (2) The Company shall refund or request the difference in calculated premiums on a daily pro rata basis for unearned periods (from the time risk increased or decreased) before and after any necessary adjustments due to the increase or decrease of risk in Article 10 (2) (Duty of notice).
- (3) The Company may cancel this insurance contract by sending notice in writing to the policyholder in cases where the policyholder fails to pay any additional premiums stipulated in (1) or (2) above (limited to cases where the policyholder did not make payment within a reasonable amount of time regardless of the request for additional premiums from the Company to the policyholder.)
- (4) The Company shall not cover claims in the event that additional premiums are requested due to provisions (1) and (2) and the insurance contract is viable to cancellation due to the provision in (3). In this event, the insurance company may request for the return of any insurance claims paid.
- (5) The provision in (4) does not apply to damages for accidents that occur prior to the increase in risk for cases of increased risk.
- (6) The Company shall refund or request the difference in calculated premiums for unearned periods (the period of time after changes to terms and conditions) before and after any necessary adjustments in the event the policyholder makes a written request and receives approval for changes to the terms and conditions of the insurance contract in addition to provisions (1) and (2) above after entering the contract.
- (7) The Company shall cover for damages incurred in accidents that occur before receiving additional premiums in cases where additional premiums are requested for as mentioned in (6) but have not been paid by the policyholder, in accordance with the Standard Provisions of Insurance and Coverage as if the request for the approval for changes in the terms and conditions had not been made.

#### Article 21 (Refund of premiums: Void or invalid contracts)

- (1) The Company shall not refund premiums in the event insurance contracts are voided due to the provision in Article 15 (Voiding of insurance contract).
- (2) The Company shall refund premiums on a daily pro rata basis for

unearned periods (from the time the contract is invalidated) in the event that contracts are deemed invalid.

#### Article 22 (Refund of premiums: Cancellation of contracts)

The Company shall not refund premiums that have already been paid to the Company in the event of cancellation of insurance contracts due to provisions in Article 16 (Cancellation of insurance contracts).

#### Article 23 (Refund of premiums: Termination of contracts)

(1) The Company shall refund premiums calculated on a daily pro rata basis for unearned periods (from the time the contract is terminated) in the event that the Company terminates insurance contracts due to provisions stipulated in Article 6 (Duty of disclosure) (2), Article 10 (Duty of notice) (2) or (6), Article 18 (Termination for stern reasons) (1), and Article 20 (Refund or request of premiums: Duties of disclosure and notice) (3).

(2) The Company shall refund the remaining amount after subtracting the amount for earned periods (the initial day the contract commences until cancellation) from the premium calculated by short-term rates provided in the attached table in the event that the policyholder cancels insurance contracts as stipulated in Article 17 (Cancellation of insurance contracts by the policyholder). However, premiums shall be adjusted when insurance rates are determined by sales, earnings from completed work, wages, and visitors as stipulated in Article 14 (Adjustment of premiums) (3).

#### Article 24 (Liens: Legal damages and compensation)

(1) The party with the right to demand damages (hereinafter as "injured party") from the insured for accidents in Article 1 (Insurance claims covered) has liens over the insured's insurance claim rights to the Company (limited to damages stipulated in Article 2 (Scope of damages) ①. The same applies for the following conditions.).

(2) The Company shall not cover damages in Article (2) ① unless they fall under any of the following conditions:

① The Company covers the insured after the insured settles damages with the injured party (there is a limit to the amount settled by the insured.).

② The Company directly pays the injured party the settlement for damages under instruction of the insured before the insured settles damages.

③ The Company directly pays the injured party the settlement for damages due to the injured's party exercise of lien with the Company before the insured settles damages.

④ The Company pays the insured after agreement from the injured party to cover the insured before the insured settles damages (there is a limit to the amount agreed to by the injured party.).

(3) Insurance claim rights may not be transferred to any third party other than the injured party. Also, the right to pledge insurance claim rights may not be seized, excluding the case in (2) ③. However, this excludes the case where the insured may claim insurance from the Company as stipulated in (2) ① or ④.

#### Article 25 (Insurance claim documents)

(1) Insurance claim rights are given to the insured for damages incurred in an insured event regarding damages in Article 2 (Scope of damages) ①, as well as expenses incurred in the same article from ② to ⑤.

(2) Insurance claim rights may be exercised by the insured in the following prescribed times:

① When the amount of damages in Article 1 (Insurance claims covered) or the existence of liability for damages in Article 2 ① by judicial decision, arbitration, court-mediated compromise, or a written agreement between the insured and the injured party, has been decided by any of the above.

② When the amount of damages for Article 1 has been decided with regards to damages in Article 2 from ② to ⑤.

(3) The insured must submit any of the following documents or proof requested by the Company along with the insurance policy in the event the insured files an insurance claim.

① Insurance claim form;

② Papers of the judicial decision, arbitration, court-mediated compromise, or the out-of-court settlement between the insured and the injured party which state the damages liable by the insured;

③ Document that verifies the settlement for damages by the insured or states the amount paid;

④ Document that states the injured's party approval for the insured to file a claim or verifies the amount;

⑤ Receipts or statements of accounts verifying expenses incurred in Article 2 from ② to ⑤;

⑥ Indispensable documents required to confirm details as stipulated in the next article (1) and other documents prescribed from anything sent by the Company at the time of entering the contract as proof.

(4) The Company may request the submission of other documents or proof not stated in (3), and may ask the policyholder or the

insured for cooperation in an inspection conducted by the Company regarding the details of the accident or amount of damages. In this event, the requested documents or proof shall be submitted promptly, and the insured must cooperate with the Company as needed.

(5) The Company shall deduct any amount of damages sustained in cases where the policyholder or the insured violates the duties stipulated in (4) without legitimate reason, reported false details on documents stated in (3) and (4), fabricates or alters those documents or proof.

#### Article 26 (Payment period of benefits)

(1) The Company shall pay insurance claims after verifying the following details required for paying insurance claims within 30 days of the date the insured completed procedures as stipulated in the preceding article (3) (hereinafter as the "file completion date"):

① Cause and situation of accident, extent of any damages, and facts regarding the insured as items that need to be verified for insurance claims to be covered;

② Reasons under this insurance contract that are not covered as items that need to be verified for insurance claims that are not covered;

③ Amount in damages or the relationship between the accident and damages as items that need to be verified for the calculation of insurance claims;

④ Circumstances falling under the cases of termination, invalidation, voiding, or cancellation of this insurance contract that need to be verified for the effectiveness of the contract;

⑤ In addition to ① through ④, other items that need to be verified to determine the insurance claim amount to be paid by the Company, such as the existence of other insurance contracts and their content, the right to demand damages by the insured, or the existence of other credit and receivables and their details.

(2) In the event the following special inquiries or inspections are indispensable in order to verify details in (1) above, the Company shall pay insurance claims within the number of days stated below from the file completion date (if cases fall under multiple periods, the longest number of days), regardless of the provision in (1). In this event, the Company shall notify the insured of the items that need verification and the estimated number of days required.

① 180 days for inquiries of investigations and inspection results conducted by public organizations such as the police, prosecutors, or firefighters (includes inquiries by Lawyers Law and other ordinances.) in (1) ① through ④;

② 90 days for inquiries of the judgment results from expert organizations in order to verify the details of (1) ① through ④;

③ 60 days for inspections to verify the details of (1) ① through ④ in regions struck by disaster as applied by the Disaster Relief Act;

④ 180 days for inspections away from Japan in the event that no alternative method to verify of the details of (1) ① through ④ exists in Japan.

(3) Delays for verification shall not be included in the number of days stated in (1) nor (2) in the case that the policyholder or the insured hindered the verification of details, inquiries, or inspections stated in (1) or (2) without legitimate reason, or did not comply with these procedures (includes incooperation as needed).

#### Article 27 (Insurance claims paid in the event of concurrent insurance contracts)

The Company shall provide coverage or mutual aid for claims (hereinafter as "liable coverage") as prescribed below in the event that damages exceed the total amount of coverage or mutual aid calculated in disregard of other insurance contracts that may exist:

① Insurance claims or mutual aid benefits have not been paid by other insurance contracts:

Liable coverage of this insurance contract;

② Insurance claims or mutual aid benefits have been paid by other insurance contracts:

The remaining amount after subtracting the total amount of coverage and mutual aid from other insurance contracts from damages. However, there is a limit to the liable coverage of this insurance contract.

#### Article 28 (Statute of limitations)

Insurance claim rights are terminated by the statute of limitations if 3 years have passed starting from the day following the time prescribed in Article 25 (Filing for claims) (2).

#### Article 29 (Subrogation)

(1) In the event the insured acquires the right to demand damages or other credit due to incurred damages, that credit is transferred to the Company upon compensation for those damages, limited to the following amounts:

① Insurance claims for damages have been paid in full by the Company:

Full amount of credit acquired by the insured;

② All other cases apart from ①:

Amount of damages unpaid for by the Company subtracted from

the amount of credit acquired by the insured.

- (2) The Company shall prioritize the settlement of damages in the case of (1) ② over the transferred credits to the Company in situations where the insured continues to hold credits that haven't transferred over.
- (3) The policyholder or the insured must cooperate with the acquisition of proof or documents required by the Company in order to preserve or exercise the transfer of credit in (1) to the Company. Expenses incurred in the cooperation of the policyholder or the insured with the Company shall be borne by the Company.

**Article 30 (Impending lawsuits)**

Lawsuits concerning this insurance contract shall be instituted in Japanese courts.

**Article 31 (Applicable laws)**

Provisions not regulated in these clauses shall conform to Japanese laws and ordinances.

**Attached table (Short-term rate table)**

Earned Period	7 days or less	15 days or less	1 month or less	2 months or less	3 months or less	4 months or less	5 months or less	6 months or less	7 months or less	8 months or less	9 months or less	10 months or less	11 months or less	1 year or less
Short-term rate	10%	15%	25%	35%	45%	55%	65%	70%	75%	80%	85%	90%	95%	100%

**Coverage for Premises Owners (Management)**

**Article 1 (Insurance claims covered)**

- (1) Damages covered by the Company mentioned in Article 1 (Insurance claims covered) of the Standard Provisions for Personal Liability Insurance shall be restricted to causes that fall under the following:
  - ① Real estate or personal property (hereinafter as "facilities") registered under the insurance policy for the ownership, use, or management of the insured.
  - ② Effectuation of work (hereinafter as "work") mentioned in the insurance policy in accompanying the rules of use of facilities
- (2) The Company shall only cover accidents that occur during the period of insurance (hereinafter as "period of insurance") mentioned in the insurance policy for accidents caused by the reasons stated in (1).

**Article 2 (Insurance claims not covered)**

The Company shall not cover damages as stipulated in Article 7 (Insurance claims not covered) and Article 8 (Insurance claims not covered) of the Standard Provisions, nor damages caused by any of the following reasons, regardless of direct or indirect causes:

- ① Steam, leakage or overflow of liquids from water supply and drainage, air-conditioning, humidity control devices, fire hydrants, and industrial or housework tools.
- ② Leakage or overflow of contents from sprinklers
- ③ The permeation or blowing of rain, snow, hail, or sleet from outside the building.
- ④ Construction work for the servicing, remodeling or demolishing of facilities
- ⑤ The use or management of the following matters:
  - a. automobiles, motorized bicycles, or aircraft;
  - b. elevators (excludes ones solely used for the transport of cargo); or
  - c. watercraft, vehicles (excludes cases for human powered craft), or animals outside of facilities.
- ⑥ The following non-exclusive possessions of the insured:
  - a. manufactured goods or drinks;
  - b. property outside facilities other than stated in 'a.' above.
- ⑦ Accidents caused as the result after finishing (work requiring the delivery of objects finish upon delivery) or abandoning work. However, this provision does not apply to machines, devices, nor materials neglected or deserted by the insured at the place of work.

**Article 3 (Definition of one accident)**

Any series of accidents, regardless of time, place, and number of insured, that occur within the period of insurance caused by the same cause or reason shall be deemed as "one accident" and all accidents deemed to have occurred at the time of the first accident.

**Article 4 (Relationship with Standard Provisions)**

The Standard Provisions and secondary coverage of the insurance contract that do not go against this coverage shall be applied for items not regulated in this endorsement.

**Coverage for Products**

**Article 1 (Insurance claims covered)**

- (1) Damages covered by the Company mentioned in Article 1 (Insurance claims covered) of the Standard Provisions for Personal Liability Insurance shall be restricted to causes that fall under the following:
  - ① Property (hereinafter as "products") mentioned in the insurance

policy non-exclusive to the insured;

- ② Results of work (hereinafter as "work") mentioned in the insurance policy done by the insured.
- (2) The Company shall only cover accidents that occur within Japan during the period of insurance (hereinafter as "period of insurance") mentioned in the insurance policy for accidents caused by the reasons stated in (1).

**Article 2 (Definition of terms)**

The terms used in this coverage shall be defined by their respective meanings below.

Term	Definition
Work objects	All objects on which work has been done.
Finished goods	Products that have been manufactured or processed and is used as raw materials, components (including materials and additives), containers, or packaging.
Recalls and other measures	Appropriate measures for the recovery, inspection, servicing, or exchange of products and work objects, or other property used in these.

**Article 3 (Insurance claims not covered)**

- (1) The Company shall not cover damages as stipulated in Article 7 (Insurance claims not covered) and Article 8 (Insurance claims not covered) of the Standard Provisions, nor damages caused by any of the following reasons, regardless of direct or indirect causes:
  - ① Results from the insured being involved with work or products manufactured, sold and delivered willfully in contravention of laws or by gross negligence;
  - ② Unfair (exaggerated claims of excellence) or false representation regarding the functions or features of products or work objects by the insured.
  - ③ Machines, devices, or materials neglected or deserted by the insured at the location where work was done.
- (2) The Company shall not cover damages caused by liabilities from the following damaged or unusable property (includes other damaged or unusable parts caused by any part of property) of the insured.
  - ① Products
  - ② Work objects of property worked on by the same cause as accident (includes cases where work should have been done);
  - ③ Finished goods
  - ④ Property manufactured or processed by machinery or equipment in the case that products or finished goods are machinery or equipment or used as control devices for machinery or equipment.
- (3) The Company shall not cover damages sustained after work is finished (work requiring the delivery of objects finish upon delivery) nor prior to abandonment in the event of accidents due to results of work.
- (4) The Company shall not cover any damages (however, this is limited to areas related to the filer of the lawsuit) in the event of lawsuits filed for liable damages in courts away from Japan.

**Article 4 (Obligation to perform recalls and other measures)**

- (1) The insured must perform recalls and other measures without delay to prevent any or further accidents (including the occurrence of similar accidents) in the event of the insured is aware of existing accidents or the possibility of accidents occurring.
- (2) The Company shall deduct any amount of damages sustained due to violations of obligations as mentioned in (1) without legitimate reason.
- (3) The Company shall not cover any expenses incurred by the insured required for recall or other measures.

**Article 5 (Definition of one accident)**

Any series of accidents, regardless of time, place, and number of insured, that occur within the period of insurance caused by the same cause or reason shall be deemed as "one accident" and all accidents deemed to have occurred at the time of the first accident.

**Article 6 (Relationship with Standard Provisions)**

The Standard Provisions and secondary coverage of the insurance contract that do not go against this coverage shall be applied for items not regulated in this endorsement.

**Coverage for Bailees**

**Article 1 (Insurance claims covered)**

- (1) The Company shall cover damages when the insured is held legally liable to the rightful owner of bailed goods for accidents of bailed goods during any of the following, regardless of provisions stipulated in Article 1 (Insurance claims covered) and Article 8 (Insurance claims not covered) ② of the Standard Provisions for Personal Liability Insurance (hereinafter as "Standard Provisions");
  - ① While bailed goods are managed in storage facilities mentioned in the insurance policy.
  - ② While bailed goods are managed outside of storage facilities according to purposes mentioned in the insurance policy.
- (2) The Company shall only cover accidents in (1) during the period of

insurance (hereinafter as “period of insurance”) mentioned in the insurance policy.

Article 2 (Definition of terms)

The terms used in this coverage shall be defined by their respective meanings below.

Term	Definition
Bailed goods	Property belonging to third parties managed by the insured as mentioned in the insurance policy, not including the following. a. currency, bills, stocks and bonds, revenue stamps, postage stamps, certificates, and account books; b. gems, precious metals, works of art, antiques, medals, and badges; c. manuscripts, design specifications, templates d. anything similar property stated in a – c.
Accident	Disappearance, theft, fraud, or embezzlement.

Article 3 (Insurance claims not covered)

The Company shall not cover damages in Article 7 (Insurance claims not covered) and Article 8 (Insurance claims not covered) (excludes ② for bailed goods) of the Standard Provisions, nor damages caused by any of the following reasons, regardless of direct or indirect causes:

- ① Theft or fraud conducted or conspired by the policyholder, the insured, legal representatives (chairman, director, or organization that performs business for the insured in the event the insured is a corporate body; same meaning below), employees, or relatives living with the insured;
- ② Accidents that occur during the private use of bailed goods by the policyholder, the insured, legal representatives, employees, or relatives living with the insured.
- ③ Damage to bailed goods from spontaneous combustion or explosion;
- ④ Natural wear-and-tear, mildew, mold, decay, discoloration, rust, sweat, or similar phenomenon’s due to properties of goods;
- ⑤ Damage caused by rats, insects, or similar phenomenons;
- ⑥ Steam, leakage or overflow of liquids from water supply and drainage, air-conditioning, humidity control devices, fire hydrants, industrial or housework tools, or leakage or overflow of contents from sprinklers;
- ⑦ The permeation or blowing of rain, snow, hail, or sleet from outside the building.
- ⑧ Accidents discovered after the delivery of bailed goods to the bailer;
- ⑨ Unusable bailed goods (includes reduced profits).

Article 4 (Limit of liability)

The amount of coverage provided by the Company shall not exceed the value of bailed goods (market selling price of property of the same type, year, make, and degree of wear) at the time and location of the accident for legal damages in Article 2 (Scope of damages) ① of the Standard Provisions

Article 5 (Definition of one accident)

Any series of accidents, regardless of time, place, and number of insured, that occur within the period of insurance caused by the same cause or reason shall be deemed as “one accident” and all accidents deemed to have occurred at the time of the first accident.

Article 6 (Relationship with Standard Provisions)

The Standard Provisions and secondary coverage of the insurance contract that do not go against this coverage shall be applied for items not regulated in this endorsement.

Other endorsements

Endorsement for Uninsured Nuclear Risks

- (1) The Company shall not cover damages caused by nuclear reactions of any of the following matter, any effects from harmful qualities such as radioactivity and explosiveness from nuclear decay/fission, nor properties of any of the above (includes radioactive contamination and radiation injuries), regardless of direct or indirect causes:
  - ① Nuclear fuel material (includes spent fuel);
  - ② Nuclear source material;
  - ③ Radioactive elements;
  - ④ Radioactive isotopes;
  - ⑤ Contaminated substances due to ① through ④ (including nuclear fission products).
- (2) The provision in (1) shall not apply to damages caused by nuclear reactions or nuclear decay/fission from the use, storage, or transport of radioisotopes (excludes uranium, thorium, plutonium, their compounds, or substances with them) used for medical or industrial purposes. However, this excludes cases where the use, storage, or transport are in violation of the law.

Endorsement for Uninsured Professional Risks

The Company shall not cover damages caused by any of the following actions performed by the insured or the insured’s employees or assistants, except in cases where the provisions of applicable

endorsements and articles of this insurance contract differ from this clause:

- ① Medical activity such as the treatment, relief, and prevention of illnesses, medical examinations, diagnoses, instruction of care methods, orthotics, presence at childbirth, autopsies, or the creation/issue of medical or postmortem certificates and prescriptions (excluding cases where people other than doctors, dentists, nurses, health nurses, or midwives are legally permitted to do so);
- ② Activity that may be harmful to the body if not conducted by a medical professionals, dentists, nurses, health nurses, or midwives for cosmetic surgery, medical abortions, or drawing blood (excluding cases where people other than doctors, dentists, nurses, health nurses, or midwives are legally permitted to do so);
- ③ Compounding, administering, selling, or supplying pharmaceuticals;
- ④ Acts prohibited by law for individuals who are not authorized shiatsu massage practitioners, acupuncturists, moxibustion practitioners, nor judo therapists;
- ⑤ Acts prohibited by law for individuals who are not architects, real-estate investigators, engineers, surveyors, nor veterinarians;

Endorsement for Uninsured Pollution Risks

Article 1 (Insurance claims not covered)

- (1) The Company shall not cover damages caused by the discharge, outflow, overflow or leakage (hereinafter as “emissions”), of contaminants regardless of direct or indirect causes. However, this excludes cases that meet all the following conditions:
  - ① Unforeseen emissions;
  - ② Accidents causing emissions (hereinafter as “accidents”) were unexpected;
  - ③ Sudden emissions;
  - ④ The insured discovers emissions within 7 days from an accident, and notifies the Company within 21 days of the accident as stipulated in Article 12 (Occurrence of an accident) (1) ① of the Standard Provisions for Personal Liability Insurance;
- (2) “Contaminants” in (1) refers to substances that harm living things (including the human body) and substances that may contaminate the soil, atmosphere, or water. These include fumes, vapors, soot, odors, acids, alkali, chemicals, petroleum, and waste (including materials used for recycling).

Article 2 (Handling of decontamination expenses)

- (1) The Company shall not pay insurance claims for decontamination expenses nor any losses incurred. However, this excludes damages sustained when the insured is held legally liable to third parties for written cases.
- (2) “Decontamination expenses” in (1) refers to all expenses required for the investigation, observation, cleaning, removal, containment, disposal, detoxification, or neutralization of contaminants, regardless of their naming conventions.

Endorsement for Uninsured Asbestos Damage

The Company shall not cover damages caused by any of the following reasons, regardless of direct or indirect causes:

- ① Carcinogenic or harmful substances of asbestos or products containing asbestos;
- ② Asbestos substitutes or products containing substitutes with carcinogens or harmful qualities similar to carcinogens;

Endorsement concerning coinsurance

(For Personal Liability Insurance)

Article 1 (Independent responsibility)

This insurance contract is a coinsurance arrangement by insurance companies stated in the policy and the insurance companies stated in the insurance policy bears rights and obligations under the insurance contract, not jointly but separately, in accordance with its underwriting share determined at the time of acceptance.

Article 2 (Role of the leading insurance company)

The insurance company designated as the leading insurance company of this insurance contract at the time when the policyholders enter the insurance contract, shall be in charge of the following matters:

①	Receive applications for insurance, and issue and deliver insurance policies;
②	Collect, receive, or return insurance premiums;
③	Approve changes in the details of the insurance contract or cancel the insurance contract;
④	Receive documents regarding declarations or notices under the provisions of the insurance contract and to approve such declarations or notices;

⑤	Receive documents regarding notice of the transfer of rights to a claim and approve such transfer; or to receive documents regarding notice of effecting a lien on the rights to the claim, transfer, or termination; and to approve such lien, transfer or termination;
⑥	Issue and deliver notice confirming the completion of a procedure for changes in insurance contracts or make endorsements to insurance policies;
⑦	Investigate the objects of insurance and other matters related to insurance contracts;
⑧	Receive documents notifying the occurrence of an accident or damage or documents about filing for claims;
⑨	Investigate or survey damage, pay claims and preserve the rights of the insurance companies stated in the insurance policy;
⑩	Attend to other matters incidental to the work or business mentioned in ① through ⑨ above.

**Article 3 (Effect of acts done by the leading insurance company)**

Any items performed by the leading insurance company in Article 2 (Items performed by the leading insurance company) of this contract shall be deemed as representative for all insurance companies mentioned in the insurance policy.

**Article 4 (Effect of acts done by the policyholders)**

Notices and other acts performed by the policyholders, etc. to the leading insurance company shall be deemed as representative for all insurance companies mentioned in the insurance policy.

Endorsement for Liability Insurance coupled with "Gakkensai"

(For Coverages of Premises Owners (Management), Products, and Bailees)

Chapter 1: Common Provisions

Endorsements stated in this chapter shall apply to Endorsement for Premises Owners (Management), Endorsement for Products, and Endorsement for Bailees.

Common Endorsements for Liability Insurance coupled with "Gakkensai"

**Article 1 (Definition of terms)**

The terms used in this insurance contract shall be defined by their respective meanings below.

Term	Definition
University/ College	Universities and fisheries colleges established by the School Education Law (Law No. 26 of 1947) that are supporting members of Japan Educational Exchanges and Services. However, this excludes law schools.
Student	Students enrolled into university programs, studies at a junior college, graduate courses in graduate school, or non-degree courses for graduates and other courses, including exchange students, auditors, research students, and nondegree students.
Regular curriculum	Lessons involving lectures, experiments, seminars, practical training courses, and seminars conducted at the university/college the insured is enrolled in (includes lessons conducted by other universities/colleges for transferrable credits. Hereinafter as "lessons"), including the following activities: a. Research for graduation thesis and dissertation under the supervision of an educator. However, this excludes research conducted in sole locations involving private circumstances. b. Research activities conducted in the university/college library, reference room, language learning facility, or other locations in the preparation and clean up of lessons under the supervision of an educator.
School events	All educational activities and events hosted by the university/college which include the entrance ceremony, orientation, and graduation ceremony.
Extracurricular activity	The internship or volunteer activities carried out for internship or volunteer purposes by student groups in the university approved by the academic institution in accordance with the formalities prescribed by the university/college. However, this excludes any activity held in times and locations prohibited by the university/college and prohibited conduct.
Internship	Working experience related to students' majors at school or to their future business careers at companies, etc. while they are enrolled in school.
Volunteer activities	Voluntary activities for social contribution by means of students' individual capabilities, labor or assets.
Nursing care experience activities	Experience activities carried out by those who wish to acquire ordinary qualifications for teachers in primary or junior high schools in accordance to the law regarding exceptions in the Teachers License Act for the certification of ordinary qualifications for teachers in primary or junior high schools (Law No. 90 of 1997).

Term	Definition
Educational practice	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 practice," including "educational practice for infants, children, and students with special needs" for acquiring a teacher's certificate at special needs schools, as well as "nursing practice" for acquiring a nurse-teacher's certificate provided for in Tables 1, 2, and 2-2 attached to Article 5 of the Teachers License Act (Law No. 147 of 1949) and Column 5 in the table provided for in paragraph 1 of Article 6 of the said Law Enforcement Regulations.
Nursery practice	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 practice" as established by the Ministry of Health, Labour and Welfare, which regulates the Child Welfare Law (Law No. 164 of 1947) and its Enforcement Regulations (the Ministry of Welfare's Ordinance of 11 of 1948).
Pharmaceutical educational practical training	Practice made by way of regular curriculums or school events by departments or classes of pharmacy of graduate schools, universities or junior colleges or of departments or classes of a like kind.
Medical-related practice	Practice made by way of regular curriculums or school events by medical-related departments or subjects of graduate schools, universities or junior colleges.
Medical-related departments or subjects	a. Departments University departments include the departments of medicine, dentistry, nursing, acupuncture and moxibustion, and the like. b. Subjects University subjects include medical science, dentistry, nursing, health nursing, radiography (technology), radiology, medical technology, clinical examination, health technology, physiotherapy, occupational therapy, dental hygiene, acupuncture and moxibustion, general health, speech therapy, cosmetic hygiene, sports medicine, optometry, and the like.
Club activities	Cultural or physical activities carried out by student groups in the university approved by the academic institution in accordance with the formalities prescribed by the university/college. However, any activity held in times and locations prohibited by the university/college or out of club activities and prohibited conduct are excluded.
Entrance exam for adults	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.

**Article 2 (Relationship between the insured and other insured individuals)**

- (1) The insured refers to students enrolled into a university/college and those who have enrolled into this insurance contract for those under the Personal Accident Insurance for Students Pursuing Education and Research (hereinafter as "PAS").
- (2) Provisions in this insurance contract shall be applied to the insured separately, and the relationship between insured individuals shall be deemed as third parties to one another.

**Article 3 (Commencement and termination of liability)**

- (1) The period of insurance for this insurance contract is as follows, regardless of Article 5 (Commencement and termination of liability) (1) in the Standard Provisions for Personal Liability Insurance (hereinafter as "Standard Provisions"):  
① For students who have enrolled into PAS before entering the school and have submitted application with the corresponding premium paid to the university/college, the period of insurance (hereinafter as "period of insurance") of the insurance policy shall begin from 0:00 a.m. of the first day and end at 12:00 p.m. on the last day.  
② For students who wish to enroll into this insurance contract midway through the insurance period (hereinafter as "midway applicants"), the period of insurance shall begin from 0:00 a.m. of the day subsequent to application with the corresponding premium paid to the university/college and ends at 12:00 p.m. on the last day of the period of insurance.
- (2) If the university/college fulfills all the following items, the period of insurance of this insurance contract shall be from 0:00 a.m. of the first day and end at 12:00 p.m. on the last day during the period of insurance, regardless of provisions in (1).  
① An organizational decision made at a faculty meeting before the first day of the period of insurance when all students above the student year level in departments, subjects, graduate courses, majors, or other courses are made to enroll (hereinafter as "enrollment of all students") into PAS or this insurance contract.  
② The university/college bears the cost for corresponding premiums for the enrollment of all students.
- (3) If the university/college fulfilled (2) ① and ② in this insurance contract in the event of renewed enrollment from the previous year's contract, the period of insurance shall conform to the provision in (2).

#### Article 4 (Limit of coverage and Premiums)

The limit of coverage, deductibles and premiums per insured and per annum in this insurance contract shall be as noted in the following chart: (chart below)

		Course A	Course B	Course C
Limit of coverage per insured and per annum		100 million yen per accident (common for bodily/property damage)		
Premium per insured	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

#### Article 5 (Notice to enrolled students)

- (1) The policyholder shall tally the numbers of insured by this insurance contract on the first day of school at each university/college and must notify the Company and send applications by the last day of the following month after entering insurance contracts.
- (2) The policyholder shall tally the numbers of insured by this insurance contract for students who enroll midway two months prior and must notify the Company and send applications by the last day of the month (hereinafter as “day of notice”).
- (3) The Company shall not cover damages due to delayed or omitted applications in the event of delays or omissions of applications stipulated in (1) or (2). However, this excludes cases where the policyholder fulfills all the following items and receive approval from the Company:
  - ① Provide proof that delay or omission was not due to bad faith or gross negligence;
  - ② The revised tally and applications are sent immediately to the Company for any delayed or omitted applications;
  - ③ The premiums for applications stated in ② are paid immediately to the Company.

#### Article 6 (Payment of premiums)

- (1) The policyholder shall pay premiums for this insurance contract to the Company by the end of the month after the month the first day corresponding premiums can be collected.
- (2) The policyholder shall pay adjusted premiums based on the provision in Article 4 (Limit of coverage and Premiums) to the Company by the last day of the month following the day of notice stated in (2) of the preceding article.
- (3) The Company shall not pay insurance claims for damages sustained prior to the receipt of the corresponding premium in the event the policyholder does not pay premiums by the due date stipulated in (1). In this event, the Company may cancel this insurance contract by sending notice in writing to the policyholder. This cancellation becomes retroactively effective from the first day of the period of insurance, regardless of provisions in Article 19 (Insurance contract cancellation effects) of the Standard Provisions.
- (4) The Company shall not pay insurance claims for damages sustained prior to the receipt of the corresponding premium (limited to areas regarding midway applicant) in the event the policyholder does not pay premiums by the due date stipulated in (2). In this event, the Company may cancel this insurance contract (limited to areas regarding midway applicants) by sending notice in writing to the policyholder. This cancellation becomes retroactively effective from the first day of the period of insurance for midway applicants, regardless of provisions in Article 19 of the Standard Provisions.

#### Article 7 (Handling of changes)

- (1) The policyholder shall notify the Company without delay with proof from the university/college for any of the following:
  - ① Change of departments or subjects of study of the insured
  - ② Withdrawal from school of the insured
- (2) The policyholder shall promptly notify the Company with proof from the university/college in the event the insured is absent from school for 1 year or more in total (including repeated years; same meaning below) during the period of insurance.

#### Article 8 (Refund of premiums)

- (1) The Company shall refund to the policyholder the amount calculated in accordance with the following formula in the event of notice in the preceding article (1) ②, regardless of provisions in Article 23 (Refund of premiums: Termination of contracts) (2) of the Standard Provisions. However, if the year the student withdraws is partially earned, it shall be counted as a full year (periods less than a year are rounded up).  
Premiums received — Applicable premiums for earned years = Refund of premiums
- (2) The Company shall refund to the policyholder the amount calculated in accordance with the following formula at the end of the period of insurance in the event of notice in the preceding article (2),

regardless of provisions in Article 23 (2) of the Standard Provisions. However, total periods for absence from school shall be counted by years (periods less than a year are rounded up)  
Premiums received — Applicable premiums for period of insurance minus period of absence = Refund of premiums

- (3) The Company shall refund to the policyholder the amount calculated in accordance with the formula in (1) and request premiums for unearned years in new insurance courses in the event of changes to work (insurance course) as stipulated in Article 1 (Work covered) in the additional endorsements in Chapter 2: Endorsement for Premises Liability Insurance.

#### Article 9 (Inspection of account books)

- (1) The policyholder shall prepare a register of names for insured students not included in the “enrollment of all students” stipulated in Article 3 (Commencement and termination of liability) (2), and promptly submit it to the Company.
- (2) The Company may inspect the policyholder’s register of enrolled students, account books, and other related documents at any time in the event it is deemed necessary, regardless if the register of enrolled students has or hasn’t been received.

#### Article 10 (Exemption from exclusion clauses)

- (1) Medical-related practice done by insured persons in this insurance contract shall not be deemed as activities mentioned in Endorsement for Uninsured Professional Risks ① through ⑤.
- (2) Pharmaceutical educational practical training done by insured persons in this insurance contract shall not be deemed as activities mentioned in Endorsement for Uninsured Professional Risks ③.
- (3) The provisions in (1) and (2) shall only apply if all the following conditions are met:
  - ① The practice is recognized as a regular course or school event by the university or college;
  - ② The insured is not engaged in business (including a part-time or other constant jobs) related to his/her particular professional qualification;
  - ③ Proofs of ① & ② are obtainable from the university or college.

#### Article 11 (Insurance claim form)

The insured shall submit the following documents besides documents stipulated in Article 25 (Filing insurance claims) (3) of the Standard Provisions in the event of filing a claim.

- ① Proof from the university/college that the person filing for a claim is insured by this insurance contract;
- ② Proof from the university/college of the time and place the accident occurred;
- ③ Proof from the university/college that the activity that caused the accident falls under the regular curriculum, school events, or extracurricular activities;
- ④ Secondary liability certificate for commuting accidents for accidents caused by activity that fall under Article 1 (Work covered) (2) – (4) in the additional endorsements in Chapter 2: Endorsement for Premises Liability Insurance.

#### Article 12 (Relationship with Standard Provisions)

The Standard Provisions, coverages, and other endorsements of these endorsements that do not go against this endorsement shall be applied for items not regulated in this endorsement.

#### Chapter 2: Endorsement for Premises Liability Insurance

Endorsements in this chapter shall be applied to the Coverage for Premises Owners (Management).

#### Additional Endorsements for Premises Liability Insurance

#### Article 1 (Work covered)

- (1) Work in the insurance policy (hereinafter as “work”) regulated by Article 1 (Insurance claims covered) in the Coverage for Premises Owners (Management) (hereinafter as “coverage” in this chapter) consists of the following:
  - ① Regular curriculum, school events, or extracurricular activities (including activities in ② of Course B) conducted in Japan or abroad in the event “Course A” is recorded on the “University Tally Report”. However, this excludes medical-related practice.
  - ② Educational activities which include internships, nursing care experience, educational practice, nursery practice, and volunteer activities in Japan or abroad recognized as regular curriculum, school events, or extracurricular activities in the event “Course B” is recorded on the “University Tally Report”. However, this excludes pharmaceutical educational practical training and medical-related practice.
  - ③ Regular curriculum, school events, or extracurricular activities (including activities in ② of Course B) conducted in Japan or abroad in medical-related departments or subjects in the event “Course C” is recorded on the “University Tally Report”, which includes medical-related practice.

- (2) Any activity by the insured during the transit for the participation of activities stipulated in (1) ① through ③ between the insured student's residence (includes their place of employment only for those who enter the university/college after passing the entrance exam for adults) and the facility the activity is located at (facilities in the case the activity is held in multiple locations and transit between facilities) by reasonable route(s) and commuting methods (excluding methods prohibited by the University; same for below) shall be considered as "work".
- (3) However, excluding the time for deviating or stopping during (2), activity that fall under any of the following for deviating or stopping shall be included in "work":
- ① Minimum activity necessary to purchase or prepare materials required for "work" in (1);
  - ② Minimum activity necessary to exercise voting rights, get a medical checkup or receive treatment at a hospital or clinic, or anything based on these considered unavoidable in everyday life.
- (4) Any activity by the insured during the transit between the insured student's residence and the facility the activity is located at by reasonable route(s) and commuting methods for the participation of club activities along with the regular curriculum and school events of the college shall be included as "work", regardless of the provisions in (2) – (3). However, this excludes activity after deviating or stopping on reasonable route(s) and activity during club activities by the insured.

**Article 2 (Relationship with Standard Provisions)**

The Standard Provisions for Personal Liability Insurance, coverages, and other endorsements in this insurance contract that do not go against this endorsement shall be applied for items not regulated in this endorsement.

**Chapter 3: Endorsement for Product Liability Insurance**

Endorsements in this chapter shall be applied to the Coverage for Products.

**Additional Endorsements for Product Liability Insurance**

**Article 1 (Products and work covered)**

(1) Property (hereinafter as "products") or work (hereinafter as "work") in the insurance policy stipulated by Article 1 (Insurance claims covered) in the Coverage for Products (hereinafter as "coverage" in this chapter) consists of the following respectively:

① Products

Food and drink, as well as results from the regular curriculum, school events, or extracurricular activities (including pharmaceuticals).

② Work

Work stipulated in Article 1 (Work covered) in the additional endorsements in Chapter 2: Endorsement for Premises Liability Insurance.

**Article 2 (Relationship with Standard Provisions)**

The Standard Provisions, coverage and included insurance contract that do not go against this coverage shall be applied for items not regulated in this Coverage.

**Endorsement for Insured Overseas Accidents**

**Article 1 (Amendments)**

The Company shall read the provision in Article 1 (Insurance claims covered) (2) of the coverage part as follows:

(2) The Company shall only cover accidents that occur during the period of insurance (hereinafter as "period of insurance") mentioned in the insurance policy for accidents caused by the reasons stated in (1).

**Article 2 (Exemption from exclusion clauses)**

The Company shall not apply the provision in Article 3 (Insurance claims not covered) (4) of the coverage part for accidents that occur out of Japan.

**Article 3 (Relationship with Standard Provisions)**

The Standard Provisions, coverage and included insurance contract that do not go against this coverage shall be applied for items not regulated in this Coverage.

**Chapter 4: Endorsement for Bailees Liability Insurance**

Endorsements in this chapter shall be applied to the Coverage for Bailees.

**Additional Endorsements for Bailees Liability Insurance**

**Article 1 (Insurance claims covered)**

The "bailed goods" as stipulated in Article 1 (Insurance claims covered) in the Coverage for Bailees (hereinafter as "coverage" in this chapter) consists of property belonging to third parties that the insured uses or manages while engaged in "work" as stipulated in Article 1 (Work covered) of Chapter 2: Endorsement for Premises Liability Insurance.

**Article 2 (Insurance claims not covered)**

The Company shall not cover damages as stipulated in Article 7 (Insurance claims not covered) Article 8 (Insurance claims not covered) of the Standard Provisions, Article 3 of the Coverage, nor the damage, theft, loss, or exploitation of bailed goods such as bicycles, motorcycles, automobiles, motorized bicycles, aircraft, watercraft, vehicles, animals, or musical, regardless of direct or indirect causes.

**Article 3 (Relationship with Standard Provisions)**

The Standard Provisions, coverage and included insurance contract that do not go against this coverage shall be applied for items not regulated in this Coverage.

## IV. 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 contain matters which may be disadvantageous to enrolling students and also 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 given in the insurance clauses on pages 6 - 15. For questions and concerns, please contact the section in charge (students section, student support section, health center) at your university/college.
- \* Since an enrollment certificate is not issued, keep in your custody documents that identify your enrollment such as this handbook and Guide to Liability Insurance coupled with "Gakkensai".

## 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 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.

#### (2) Compensation and 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 the backside of the cover.

#### 2. Method of payment for premiums

Premiums are decided based on the insurance course chosen and other factors. For details, please refer to the backside of the cover.

#### 3. Maturity refunds and policyholders' dividends

There are no maturity refunds nor 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\* 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.

\* This includes matters pertaining to other insurance contracts.

### 3. Duty of notice

#### (1) Some points to keep in mind after enrollment (notification of changes, etc.)

For details about reporting a student's withdrawal from school or the procedures in the event of an accident, please refer to pages 4 - 5.

#### (2) Accepting a contract for renewal

Please be aware that depending on the insurance claims made, etc., in some cases we may decline to renew a contract for the subsequent term, or we may find it necessary to limit the conditions of insurance coverage.

#### 4. Commencement date of coverage

Please refer to page 2.

#### 5. Main exclusions (main cases with no compensation)

Please refer to page 3.

#### 6. Handling of insolvent insurance companies

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. For details, please refer to page 16.

#### 7. Coinsurance

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

#### 8. Handling of private information

Please refer to pages 16.



## V. Occurrence of an Accident

### 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 **0120-868-066** and report the following details:

- Your name, age, and university/college 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 university or college 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.

##### For concerns or consultation about insurance:

(Contact Info)  
Tokio Marine & Nichido Fire Insurance Co., Ltd.  
Government Sector Section II, Education and Official Affairs Office  
〒 102-8014  
6-4 Sanbancho, Chiyoda-ku, Tokyo  
TEL: 03 - 3515 - 4133

##### For contact or consultation about accidents:

School Insurance Desk, Tokio Marine Nichido

 **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 university/college.

[Business Hours: 9:00-17:00 on weekdays  
(Closed on weekends & holidays)]

#### General Insurance Association of Japan

General Insurance Alternative Dispute Resolution (ADR) Center (designated conflict resolution institution)

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, as 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 homepage.  
(<http://www.sonpo.or.jp/>)

 **0570-022808** (charged call)

When calling from IP phones, please call on 03-4332-5241.  
Business hours: 9:15-17:00 on weekdays  
(Closed on weekends & holidays)

## VI. Address for insurance claims (Damages and Services Division, Tokio Marine & Nichido Fire Insurance Co., Ltd.)

Tokio Marine Nichido Offices (School Insurance Desks)	Address
<p>Tokio Marine &amp; Nichido Fire Insurance Co., Ltd.            Head Claims Dept.,            Accident Insurance Services Section 3 (School Insurance Desk)            Toll-free number: 0120-868-066</p>	<p>Toranomon Tokio Marine Nichido Bldg.            3-9-4 Nishishinbashi, Minato-ku, Tokyo 105-8551</p>

## VII. Other

### (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 (\*)) 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.)

\* Foreign corporations are restricted to contracts entered by offices in Japan

### (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 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, 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 and other underwriting insurance companies.  
 Tokio Marine & Nichido Fire Insurance: <http://www.tokiomarine-nichido.co.jp/>

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 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.

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Issuer  
Japan Educational Exchanges and Services  
Insurance and Compensation Division,  
Programs and Activities Department

〒 153-8503  
4-5-29 Komaba, Meguro-ku, Tokyo  
TEL: 03-5454-5275  
<http://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 university.  
▼
- Prepare the documentation required by Tokio Marine & Nichido, including photographs and receipt for repairs, etc.  
▼
- Get the insurance claim form from your university.  
▼
- Send the insurance claim form (certified by the university) to the Tokio Marine & Nichido School Insurance Desk (Tokyo). \*The address is on P16.  
▼
- Tokio Marine & Nichido will pay the claim.