Insurance for accidents involving third parties or their property

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

Covers liability for damages such as these

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

Choose your course according to your university’s instructions!

Course A ("Gakkenbai")

Covers accidents occurring during your classes or commute!

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

*Includes the scope of compensation of Course B.

Course B ("Intern-bai")

Limited to internships and educational practice!

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

* Excludes medical-related practice and pharmaceutical educational practical training.
* Limited to regular curricular activities, school events or extracurricular activities recognized by the university.

Course C ("Igakubai")

Peace of mind during medical-related practice as well!

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

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

Students covered under this insurance

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

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

Enrollment details

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

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

Period of insurance

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

* When enrolled for one (1) year. For multi-year insurance contracts, the insurance is effective until the end of the academic year in which the insurance ends.
* The above applies to optional enrollment (decided by the student). If the student does not pay the premium by the day before the insurance period begins, the insurance period shall be from midnight the day after the premium is paid until the end of the period.
* For joint enrollment of all students, please refer to page 4.

Compensation

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 for injuring a third party or damaging any property belonging to a third party, etc. during their curricular activities, school events, extracurricular activities (Note 1), or commuting to and from them.

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

Liability Insurance for Medical Students Pursuing Study and Research / Liability Insurance for Interns Pursuing Education and Research / Liability Insurance for Students Pursuing Education and Research: "Gakkensai"
1. Scope of activities

<table>
<thead>
<tr>
<th>Activities</th>
<th>Course A</th>
<th>Course B</th>
<th>Course C</th>
</tr>
</thead>
<tbody>
<tr>
<td>During internships, nursing care experience, educational practice, nursery practice, volunteer activities and commuting to and from them. (Note)</td>
<td>×</td>
<td>×</td>
<td>×</td>
</tr>
<tr>
<td>Regular curricular activities, school events and extracurricular activities other than the above and commuting to and from them.</td>
<td>×</td>
<td>×</td>
<td>×</td>
</tr>
<tr>
<td>Medical-related practice and the commute (Note)</td>
<td>×</td>
<td>×</td>
<td>☑</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Limit of coverage (Note1)</th>
<th>Course A</th>
<th>Course B</th>
<th>Course C</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year</td>
<td>100 million yen per accident combining both bodily injury and property damage. (No deductibles) (Note2)</td>
<td>340 yen</td>
<td>210 yen</td>
</tr>
<tr>
<td>2 years</td>
<td>680 yen</td>
<td>420 yen</td>
<td>1,000 yen</td>
</tr>
<tr>
<td>3 years</td>
<td>1,020 yen</td>
<td>630 yen</td>
<td>1,500 yen</td>
</tr>
<tr>
<td>4 years</td>
<td>1,360 yen</td>
<td>840 yen</td>
<td>2,000 yen</td>
</tr>
<tr>
<td>5 years</td>
<td>1,700 yen</td>
<td>1,050 yen</td>
<td>2,500 yen</td>
</tr>
<tr>
<td>6 years</td>
<td>2,040 yen</td>
<td>1,260 yen</td>
<td>3,000 yen</td>
</tr>
</tbody>
</table>

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

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

3. Main cases covered under this insurance

◆ (For details please refer to the insurance clauses. Please contact Japan Educational Exchanges and Services, if you want to verify the content of the clauses.)

1. When the insured is held legally liable for damage caused by a disability to third parties (including cases of damage from the disability; the same applying hereinafter) or for the damage to any property belonging to third parties (including loss, breakage, or stains) during the insurance period for the following reasons:

A. Accidents caused during activities within the “Scope of activities” (hereinafter as ‘activities’) as listed in the table above (Premises Liability Insurance).

B. An accident caused by food or drink or goods (including pharmaceuticals, hereinafter "products") supplied in connection with school curricula, school events, or extracurricular activities (Note 1 on page 2) which were not in possession of the insured party, or an accident caused by these activities and arising after completion of these activities. (Product Liability Insurance)

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

【Types of claims payable】

The Company shall pay the following compensation or expenses borne by the insured: * Prior approval by the underwriter is required for the recognition of liability and the determination of compensation amount.

1. Compensation for damages the insured is liable for;
2. Legal expenses incurred, such as hiring a lawyer, with the written consent of the Company for an action the Company may take to prevent the occurrence or extension of further damages from a prior accident;
3. Expenses incurred in cooperation with the underwriting insurance company in cases where the Company settles outstanding compensation for damages in lieu of the insured.

[Method of claim payments]

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

4. Main cases with no compensation

◆ (For details please refer to the insurance clauses. Please contact Japan Educational Exchanges and Services, if you want to verify the content of the clauses.)

- **Common**
  1. Willful act of the policyholder or the insured;
  2. War, disturbances, riots, civil commotions or labor strikes;
  3. Earthquakes, eruptions, floods, tsunami, 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. Effects of nuclear fuel materials, nuclear source material, radioactive elements or radioisotopes, etc., or injury caused by the special characteristics of such substances (including radioactive contamination and radiation syndrome). However, this excludes injury suffered when there has been no violation of laws and ordinances through use, storage or transport of radioisotopes for medical or industrial use;
  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, or veterinarians.

(Note) However, in the case of Course C, the above cases are not applicable when prescribed requirements are fulfilled for a 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, motorcycle (less than or equal to 500cc), 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;

- **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;

- **Bailee’s 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, motorized bicycles, automobiles, aircraft, watercraft, vehicles, animals, musical instruments, stocks and bonds, revenue stamps, postage stamps, bonds, account books, precious metals, gems, works of art, antiques, medals, badges, manuscripts, design specifications, templates and the like;
  4. Internal damages 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, warm 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.
5. Other

Points of concern after enrollment

After enrolling in this insurance, please inform the section in charge (the students section, student support section, health center, etc.) without delay in the occurrence of any of the following:

- Changing department, faculty, etc.
- Absence from school for 1 year or more in total during the period of insurance
- Changing the course you are enrolled in
- Withdrawing from school

Cases of concurrent insurance contracts

Insurance claims shall be paid in the following manner in cases where concurrent insurance contracts are entered into with the same insured.

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 payments or mutual aid benefits paid by other insurance contracts.

Procedures in the event of an accident

When an insured event or an accident causing an insured event to happen, you must contact the school insurance counter of Tokio Marine & Nichido Fire Insurance and inform them the following information without delay:

- Your full name, age, and enrolled university/college - Date and time of accident - Location of accident - Full name and age of the injured party - Cause of accident - Degree of damage (injury, destruction, etc.)

Also, please inform the university/college section in charge (the students section, student support section, health center, etc.) in the occurrence of any accident, and state that you have reported details of the above to the underwriting insurance company.

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

Out-of-court settlement services

Out-of-court settlement services are not available. This insurance does not offer a settlement negotiation service as an insurance company between the insured and parties who sustained an 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.

On liens

In personal liability insurance the insured 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) (para. 1, 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.

Handling of insolvency cases of an underwriting insurance company

In the event that the insurance company should become insolvent, there may be cases where insurance claim payments and other matters. Note that in such cases, the company may not be able to pay the insurance money either in whole or in part.

The policyholder, insured or recipient of insurance money incurred in the event of an accident liable under this insurance, 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 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.

(1) The policyholder, 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.
(2) The policyholder, insured or recipient of insurance money is affiliated with an organized crime or is deemed to be an otherwise antisocial force, etc.
(3) The insured or recipient of insurance money engaged in fraudulent activity with respect to the claim for insurance money based on this policy.
Contract Overview

1. Framework and conditions of acceptance

(1) Product Framework

This insurance is a group contract between Japan Educational Exchanges and Services (JEES), the policyholder, and students, the insured (those covered under insurance), who are enrolled in universities, colleges, graduate schools, and two-year colleges that are supporting members of JEES. JEES reserves the right to cancel the insurance policy and the right to cancel the insurance contract.

Please confirm the scope, etc. of the insured covered under this insurance on page 1. For questions and concerns, etc., please contact JEES or Tokio Marine & Nichido Fire Insurance Co., Ltd. * Please keep something from which subscription details can be understood, such as this “Guide” or the “Handbook for Enrollment of Liability Insurance coupled with ‘Gakkensen’,” etc. as an enrollment certificate, etc. is not issued.

(2) Compensation and Period of Insurance (Insurance Contract Period)

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

(3) Conditions of acceptance (the insured amount, etc.)

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

2. Premiums and methods of payment for premiums

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

3. Maturity refunds and policyholders’ dividends

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

Points of Attention

1. Cautions about common compensation

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

2. Duty of disclosure

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

Check items for enrollment (confirming intention)

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

For any questions or concerns, please inquire the contact for inquires as mentioned in the “Duty of notice” sections.

1. Please make sure that this product of insurance fully meets your needs in the following areas by referring to the “Guide” and its “Explanation for Important Points”. If an area does not meet your needs, please reconsider the terms and conditions of this insurance:

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

2. Have you read and understood the Explanations for Important Points [Contract Overview & Points of Attention]?

Please pay particular attention to the information provided in Points of Attention such as “Main exclusions” that may disadvantage you, “Cautions about common compensation” and “Duty of notice” sections.

- For example, the scopes of compensation overlap in cases where a rider that covers personal liability is attached and you have signed another insurance contract of a similar nature.

If the enrollment date decided* at a faculty is after September 1, the coverage will begin from 0:00 a.m. of the resolved date of enrollment.

(2) Liability for insurance for students admitted in September begins at 0:00 a.m. September 1. However, commencement for insurance after September 1 shall be as follows.

- Enrollment of all students:
  - If the enrollment date decided* at a faculty is after September 1, the coverage period shall commence from 0:00 a.m. of the resolved date of enrollment.
  - Optional enrollment:
    - If the date of the application is on or after April 1, the coverage will begin from 0:00 a.m. of the day subsequent to the date when students pay the prescribed premiums to the member university or college they belong to.
    - If the enrollment date decided* at a faculty is after October 1, the coverage period shall commence from 0:00 a.m. of the day subsequent to the date when students pay the prescribed premiums to the member.

*The enrollment date cannot be earlier than the date of determination.

5. Main exclusions (main cases with no compensation)

Please refer to page 2.

6. Handling of insolvent insurance companies

In the event that the underwriting 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 3.

7. Coincurrence

For coincidence, please refer to page 3.

8. Handling of private information

Please refer to page 3.

- 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) Points of concern after enrollment (notification of changes)

Please confirm the details about the obligation of reporting withdrawal from school, etc. and the procedure in the occurrence of an accident, etc. on page 3.

(2) Acceptance of a renewal contract

Depending on claims made, etc., there may be cases where we find it difficult to renew your contract for the next term or where we find it necessary to limit the conditions of insurance.

4. Commencement of liability

(1) Liability for insurance for students admitted in April begins at 0:00 a.m., April 1.

- Enrollment of all students:
  - If the enrollment date decided* at a faculty is after April 1, the coverage period shall commence from 0:00 a.m. of the resolved date of enrollment.
  - Optional enrollment:
    - If the date of the application is on or after April 1, the coverage will begin from 0:00 a.m. of the day subsequent to the date when students pay the prescribed premiums to the member university or college they belong to.

(2) Liability for insurance for students admitted in September begins at 0:00 a.m. September 1. However, commencement for insurance after September 1 shall be as follows.

- Enrollment of all students:
  - If the enrollment date decided* at a faculty is after September 1, the coverage period shall commence from 0:00 a.m. of the resolved date of enrollment.
  - Optional enrollment:
    - If the date of the application is on or after September 1, the coverage will begin from 0:00 a.m. of the day subsequent to the date when students pay the prescribed premiums to the member university or college they belong to.

*This includes matters pertaining to other insurance contracts.

For reports or consultation about the “Guide” or the “Handbook for Enrollment of Liability Insurance coupled with ‘Gakkensen’,” etc. please contact JEES or Tokio Marine & Nichido Fire Insurance Co., Ltd.

* For example, the scopes of compensation overlap in cases where a rider that covers personal liability is attached and you have signed another insurance contract of a similar nature.

For concerns or consultation about insurance:

Tokio Marine & Nichido Fire Insurance Co., Ltd.
(Lead underwriting insurance company)
Educational Organization Division Government Sector Dept. 2
TEL: 03-3515-4133

The General Insurance Association of Japan General Insurance Alternative Dispute Resolution (ADR) Center (designated conflict resolution institution)

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))

When calling from IP phones, please call on 03-4332-5241.

The General Insurance Association of Japan General Insurance Alternative Dispute Resolution (ADR) Center (designated conflict resolution institution)

Tokio Marine & Nichido Fire Insurance Co., Ltd. has a Basic Agreement for Procedural Implementation with the General Insurance Association of Japan, which is a designated dispute resolution agency with a designated Financial Services Agency (FSA) director based on the Insurance Business Act.

In case a problem arises with the insurance company that cannot be resolved, you may request a resolution with the General Insurance Association of Japan, which is a designated dispute resolution agency with a designated Financial Services Agency (FSA) director based on the Insurance Business Act.