

STUDENT PROTECTION SCHEME

MASTER INSURANCE POLICY

1. INTRODUCTION

This Policy provides insurance cover for students studying in an approved Private Education Organisation (PEO) with CASETrust awarded by CASE in the Republic of Singapore, on the terms and conditions contained in the Policy.

2. ABOUT THIS POLICY OF INSURANCE

2.1 Legal Contract

This Policy sets out the terms of a contract between us, **LONPAC INSURANCE BERHAD** ("**Lonpac**"), and you (the PEO named in the Schedule) to provide insurance cover to your students who are included as Insured Students under this Policy.

The statements, information and/or declarations provided by you and the Insured Students shall form the basis of this contract.

This Policy is a legal contract and the Schedule, terms and conditions in our Letter of Offer, any Endorsements issued by us and the Certificate(s) of Student Insurance issued to each Insured Student covered by this policy, shall form part of this Policy.

No waiver or change of the terms of this Policy shall be valid unless evidenced by written endorsement signed by Lonpac or its authorised representatives. Such written changes shall form part of this Policy. The interests and duties of the parties to this Policy are not assignable.

2.2 Interpretation

Words and expressions in bold type to which a specific definition is given shall have the same meaning wherever they appear in this Policy. Where permitted by the context the masculine gender shall include the feminine, the singular shall include the plural and the plural the singular.

2.3 Applicable Law

This policy shall be construed in accordance with Singapore law and shall be subject to the jurisdiction of the Singapore courts.

3. DEFINITIONS

"**CASE**" means The Consumers Association of Singapore

“Certificate of Student Insurance” means the certificate of insurance issued to each Insured Student that lists, amongst other things, the benefits payable to that Insured Student pursuant to this Policy.

“Course” means the course of study enrolled by the Insured Student with the PEO and stated on the relevant Certificate of Student Insurance.

“Death by Accident” means the death of the Insured Student caused by violent, accidental, external and visible means which is the sole cause of such death (excluding any sickness, disease or medical disorder)

“Insolvency” refers to the event whereby:

- (i) the PEO is declared to be insolvent under the laws of Singapore; or
- (ii) a winding up order is issued by the Singapore Courts against the PEO, if it is a company; or
- (iii) a bankruptcy order is issued by the Singapore Courts against the sole proprietor and/or any of its partners, if the PEO is a sole proprietorship or a partnership.

“Insured Events” refers to the events stated in Insured Events 7.1, 7.2, and 7.3 of this Policy.

“Insured Student” means the person named as the Insured Student in the relevant Certificate of Student Insurance.

“Insured Tuition Fees” means fees actually paid by the Insured Student to and received by the PEO for the Course.

“Limits of Liability” refers to the maximum payout under each Insured Event stated in the relevant Certificate of Student Insurance, payable to each Insured Student, notwithstanding the actual loss of the Insured Student caused by the Insured Events.

“Master Period of Insurance” means the master period of insurance as stated in the Schedule of this Policy.

“Maximum Insurable Limit” means the maximum sum payable, which may be revised by us from time to time, stated in the Schedule of this Policy arising out of Insured Events 7.1 and/or 7.2.

“PEO” means the Private Education Organisation who has attained CASETrust awarded by CASE that has applied for this insurance, from which the application for cover has been received and accepted by Lonpac

“Period of Insurance” refers to the period of insurance covering each Insured Student as stated in the relevant Certificate of Student Insurance.

“Student Contract” means a contract made between an Insured Student and a PEO relating to his course of study with the PEO which shall be in the form of either the Standard Student Contract prescribed under the Student Protection Scheme or in such other form as approved by CASE.

“Regulatory Closure” refers to the event whereby the PEO ceases or terminates its business or is deregistered by order, notice or directive issued by the relevant Singapore governmental or regulatory authorities, or the happening of any event of a similar nature under the laws of Singapore.

“Total Permanent Disability by Accident” means total, permanent and continuous disability of the Insured Student caused by violent, accidental, external and visible means which is the sole cause of such disability, excluding any sickness, disease or medical disorder, that prevents the Insured Student from engaging in any business, occupation or employment for wage or profit or from giving attention to any business whatsoever. The total and irrecoverable loss of sight of both eyes or the loss by complete severance of both limbs at or above the wrist or ankle or the total and irrecoverable loss of sight of one eye and the loss by complete severance of one limb at or above the wrist or ankle will also be regarded as Total Permanent Disability.

“we”, “us”, “our” and “Lonpac” means Lonpac Insurance Berhad.

4. DUTIES OF PEO

- 4.1 To pay the Premium stated on the Certificate(s) of Student Insurance within seven (7) days from the date of invoice pursuant to the purchase of insurance under this Policy for any Insured Student or the start date of cover for any Insured Student, whichever is earlier.
- 4.2 To comply with its obligations as to disclosure pursuant to section 25(5) of the Insurance Act, Cap 142 or any subsequent amendment thereof prior to the inception date of the cover under this Policy.
- 4.3 To advise every Insured Student of the terms of and his rights and duties under this Policy.

5. DUTIES OF INSURED STUDENT

- 5.1 The duties of the PEO stated in 4.2 above shall apply to each Insured Student and the failure to comply will result in the same consequences as for the PEO except that they shall only apply to the Insured Student concerned and not to the entire Policy.
- 5.2 Each Insured Student must advise us immediately upon becoming aware of any inaccuracy or changes to the details including but not limited to personal particulars, Course Title and Insured Tuition Fees and the Period of Insurance specified in the Certificate of Student Insurance.

6. ELIGIBILITY

6.1 Eligible PEO

The PEO must:

- (i) be a private education organisation registered to carry on business in Singapore by the Accounting and Corporate Regulatory Authority of Singapore (“ACRA”) and other relevant Singapore governmental or regulatory authorities and has attained CASETrust awarded by CASE; and
- (ii) comply with such other eligibility requirements that we or the relevant Singapore governmental or regulatory authorities may prescribe from time to time.

6.2 Eligible Student Applicants

We will accept any student to be insured under this Policy, provided this person:

- (i) is a fee-paying student who has applied to pursue his studies with the PEO stated in the Schedule of this Policy; and
- (ii) complies with such other eligibility requirements that we or the relevant Singapore governmental or regulatory authorities may prescribe from time to time.

7. INSURED EVENTS

In consideration of the fulfillment of the Duties described in sections 4 and 5 of this Policy, we hereby agree as follows:

We will pay each Insured Student, up to the Limits of Liability stated in the relevant Certificate of Student Insurance upon the happening of the following Insured Events:-

7.1 Loss of Tuition Fees by Insured due to Insolvency or Regulatory Closure of PRO

7.2 Failure of PEO to pay Sum awarded by Singapore Courts to Insured Student

- (a) This Policy will indemnify the Insured Student for the PEO’s failure to pay the Insured Student the whole or part of the Sum awarded by a Singapore court , insofar as the Sum is awarded:
 - (i) in relation to a dispute between the Insured Student and the PEO under the Student Contract, arising directly out of tuition fees paid by the Insured Student to the PEO for the Course;
 - (ii) in favour of the Insured Student against the PEO; and
 - (iii) at any time during the Period of Insurance stated in the Certificate of Student Insurance of the affected Insured Student.

- (b) The PEO must assist us in providing all such information and assistance as we may require and to have access to such records of the PEO as we may deem necessary for the conduct of such proceedings.
- (c) The term "Sum" includes all legal costs and interest awarded by the Singapore court in favour of the Insured Student against the PEO in connection with the Sum, but shall NOT include any other costs (whether legal costs or otherwise), interest, disbursements, fees and/or expenses whether incurred by the PEO, the Insured Student or any other party in connection with the Sum or otherwise.

7.3 Death by Accident or Total Permanent Disability by Accident of Insured Student

This Policy will pay the Insured Student and/or his estate up to the Limit of Liability stated in his Certificate of Student Insurance, in the event of the Death by Accident or Total Permanent Disability by Accident of the Insured Student.

8. LIMITS OF LIABILITY

Our maximum liability to each Insured Student under this Policy is subject to the Limits of Liability stated in the Certificate of Student Insurance of that Insured Student.

We shall not be liable to make further payment once the Limit of Liability under any of the Insured Event has been reached.

9. PERIOD OF INSURANCE

- 9.1 The cover of this Policy shall commence from the start of the Master Period of Insurance stated in the Schedule of this Policy.
- 9.2 The cover for an Insured Student shall commence from the start of the Period of Insurance stated in his Certificate of Student Insurance.

10. MAXIMUM INSURABLE LIMIT

- 10.1 The Maximum Insurable Limit is a revolving limit, drawn down by the amount of Insured Tuition Fees for each application of insurance and added back by the amount of Insured Tuition Fees for each cancellation of insurance and/or upon expiry of the Period of Insurance for each certificate of Student Insurance.
- 10.2 We shall have the right at any time and at our absolute discretion to:
 - (i) review the Maximum Insurable Limit; and
 - (ii) increase or decrease the Maximum Insurable Limit, or withdraw the available balance of Maximum Insurable Limit for new applications for insurance cover, with immediate effect by giving written notice to the PEO.

- 10.3 The PEO shall, at our request and without undue delay, provide us with such documents, records and information that we may require for the purpose of reviewing the Maximum Insurable Limit.

11. RIGHT TO DECLINE COVER

We shall have the right to accept or reject, without having to provide reasons therefor, any application by any person to be covered as an Insured Student under this Policy. Without limiting the generality of the foregoing, we shall be entitled to decline insurance cover under this Policy to new applicants in any one or more of the following events:

- (i) the applicable Maximum Insurable Limit stated in the Policy has been reached; or
- (ii) the applicant is not eligible to apply for insurance under this Policy, pursuant to Clause 6.2 of this policy.

12. DENIAL OF ACCESS

We shall have the right at any time and at our absolute discretion deny the PEO access to our application system without ascribing any reasons and without notice thereto.

13. GENERAL EXCLUSIONS

This Policy does not cover claims directly or indirectly, wholly or partly caused by or arising from any one or more of the following:

- (i) Failure by PEO to provide adequate, qualified or suitable teachers, teaching resources or any deficiency in the quality of the curriculum, the course qualification awarded or the learning experience of the Insured Student, or the Insured Student's dissatisfaction with any aspect of the Course or with the PEO;
- (ii) The PEO terminates or withdraws from any Course for reason(s) other than by reason of the occurrence of the Insured Events 7.1 and 7.2;
- (iii) The PEO ceases, suspends or terminates its business or operations for reason(s) other than by reason of the occurrence of the Insured Events 7.1 and 7.2;
- (iv) Breach by the PEO and/or the Insured Student of their respective obligations or undertakings under the relevant Student Contract, other than by reason of the occurrence of the Insured Events 7.1 and 7.2;
- (v) Failure by the Insured Student to commence, continue or complete his Course for reason(s) other than due to the occurrence of the Insured Events;

- (vi) Any disputes on any matter arising between the PEO and any Insured Student or between the PEO or any Insured Student with any third party whether arising out of the PEO's refund policy on tuition fees upon withdrawal from or termination by the Insured Student of any Course or the adequacy or refund arising from any reason, or otherwise except to the extent covered by the Insured Event 7.2 of this policy;
- (vii) The effects of medicines, drugs or treatments not prescribed by a doctor, alcohol, suicide or attempted suicide, self-inflicted injury, sexually transmitted diseases or viruses, acquired immune deficiency syndrome (AIDS), AIDS related illnesses, any physical defect or infirmity, pregnancy, childbirth or menopause, mental disorder, stress, anxiety, or nervous breakdown;
- (viii) Any pre-existing conditions for which the Insured Student received medical treatment, diagnosis, consultation or prescribed drugs within the 12 months period prior to the commencement of the Period of Insurance applicable to that Insured Student;
- (ix) The Insured Student taking part in flying or other aerial activities except as a fare-paying passenger in a licensed passenger-carrying aircraft;
- (x) The Insured Student engaging in rock climbing, mountaineering, parachuting, hand gliding, any underwater activity involving the use of underwater breathing apparatus, racing other than on foot, motor competitions, professional sports, martial arts and other hazardous activities;
- (xi) The Insured Student engaged in motor cycling;
- (xii) The Insured Student engaging in or taking part in naval, military or air forces services or operations or participating in operations of an offensive nature planned or conducted by the civil or military authorities;
- (xiii) War, invasion, act of foreign enemy, hostilities or warlike activities (whether war be declared or not), civil war, mutiny, military or popular uprising, insurrection, rebellion, revolution, military or usurped power, martial law or terrorism;
- (xiv) Radioactivity or from the use, existence or escape of any nuclear fuel, material or waste;
- (xv) Any other loss (including indirect or consequential loss), damage, liability, cost and/or expense directly or indirectly suffered or incurred by the Insured Students caused by or arising from the occurrence of the Insured Events or otherwise, except to the extent expressly covered by this policy.

14. CANCELLATION

- 14.1 The PEO may cancel this Policy at any time by giving us at least 30 days' prior written notice. We will advise you of the effective date of cancellation of this Policy.

14.2 We may cancel this policy at any time by giving the PEO at least 30 days' prior written notice.

15. TERMINATION OF COVER

15.1 We shall be entitled to terminate the insurance cover under this Policy in respect of an Insured Student upon the happening of any one or more of the following events:

- (i) upon payout up to the Limits of Liability applicable to the Insured Student pursuant to the occurrence of the Insured Events;
- (ii) the Insured Student ceases to be a student of the PEO for whatever reasons;
- (iii) the Insured Student switches to another course of study different from the Course stated in his Certificate of Student Insurance, whether such new course of study is provided by the PEO or any other party;
- (iv) non-payment of premium by the PEI for that Insured Student.

15.2 Notwithstanding the termination of insurance cover for any Insured Student pursuant to Clause 15.1 of this Policy, the insurance cover for the other Insured Students under this Policy shall continue in full force and effect subject to Clauses 15.1 above.

16. CLAIMS

16.1 All claims shall be made on our prescribed forms and submitted to us as soon as reasonably possible together with all supporting documents and information that we may require. Any information required by us for assessing the claim shall be furnished by the Insured Student at his expense.

16.2 If a claim shall be in any respect fraudulent or if any false or misleading declaration is made or used in support of any claim or if any fraudulent means or devices are used by or on behalf of the PEO or any Insured Student to obtain any compensation under this Policy or if any material information relating to the claim or this Policy is withheld or not disclosed to us, all compensation shall be forfeited and we shall be entitled at our absolute discretion to immediately terminate this Policy and/or any monies payable under this Policy, to impose loading on such terms and conditions as we may require and/or take such other action as we deem fit.

16.3 All sums payable under this policy shall be in Singapore currency and the terms "dollar" and "\$" shall mean the Singapore dollar.

17. CHANGE OF TERMS AND CONDITIONS

We may at our discretion and at any time change our premium rates or amend the terms and conditions of this policy or any Certificate of Student Insurance, by giving 30 days' written notice to the PEO at its last known address.

18. EXCLUSION OF THIRD PARTY RIGHTS

A person who is not party to this policy shall have no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce or to enjoy the benefit of any provisions of this policy.

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