LONPAC INSURANCE BHD (S98FC5536C)
(Incorporated in Malaysia)

KAPLAN HIGHER EDUCATION ACADEMY PTE LTD

KAPLAN CITY CAMPUS@ POMO
1 SELEGIE ROAD #06-01, POMO
SINGAPORE 188306

Fee Protection Scheme Insurance

Policy No. : Z/17/BM00/000602
Account No. : Z10017

PRIVACY POLICY

For information on our privacy policy, please visit our website www.lonpac.com.sg

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HEAD OFFICE

LG, 6th, 7th, 21st to 26th Floor, Bangunan Public Bank. No.6, Jalan Sultan Sulaiman, 50000 Kuala Lumpur, Malaysia
P.O. Box 10708, 50722 Kuala Lumpur, Malaysia.
Tel: (03) 2262 8688, 2723 7888 Fax: (03) 2715 1332, 2078 7455, 2034 2654, 2715 0722, 2072 3385, 2715 0696, 2723 7886
Website: www.lonpac.com

Branch Offices

Alor Setar
No. 4 & 5, 2nd Floor
No. 55, Bangunan Emum 55
Jalan Gangsa, Kawasan Perusahaan Mergong 2
05150 Alor Setar, Kedah.
Tel: 04-731 4413, 731 5854 Fax: 04-733 6100

Penang
Ground & 1st Floor, Wisma Giap Chew,
No. 28, Lebuh Gereja, 10200 Penang.
Tel: 04-261 7998
Fax: 04-262 0784

Taiping
1st Floor,
No. 9, Persiaran Taiping,
34000 Taiping, Perak.
Tel: 05-809 1666, 809 1667 Fax: 05-809 1668

Sitiawan
No. 205 (1st Floor), Jalan Leo Desa Bintang,
32000 Sitiawan, Perak.
Tel: 05-693 9961, 693 9962
Fax: 05-693 9963

Ipoh
36, Jalan Dato Onn Ja'afar,
30300 Ipoh, Perak.
Tel: 05-254 0340
Fax: 05-254 2119, 255 2657

Kajang
No. 13-1 & 13-2, Jalan KP 1/3,
Kajang Prima, 43000 Kajang, Selangor.
Tel: 03-8736 9130, 8736 9131, 8736 9132
Fax: 03-8736 9135

Klang
No. 2-08, 8th Floor, Menara Empire,
Jalan Empayar,
Off Persiaran Sultan Ibrahim/KU1,
41050 Klang Bandar Diraja, Selangor.
Tel: 03-3341 9133 Fax: 03-3341 9233

Seremban
No. 496, Jalan Haruan 4/4,
Oakland Commercial Centre,
70300 Seremban, Negeri Sembilan.
Tel: 06-601 5677 Fax: 06-601 6768

Melaka
No. 7 & 9, Jalan Melaka Raya 11,
Taman Melaka Raya, 75000 Melaka.
Tel: 06-282 5169
Fax: 06-284 1097, 282 9018

Segamat
No. 24-A, Jalan Genuang Perdana,
Taman Genuang Perdana,
85000 Segamat, Johor.
Tel: 07-943 6860, 943 6880 Fax: 07-943 6870

Batu Pahat
13, Jalan Flora Utama 1,
Taman Flora Utama,
83000 Batu Pahat, Johor.
Tel: 07-433 8169, 433 9169 Fax: 07-433 9166

Johor Bahru
Suite No. 25.03 & 04, 25th Floor,
Public Bank Tower,
No. 19, Jalan Wong Ah Fook,
80000 Johor Bahru, Johor.
Tel: 07-222 1368
Fax: 07-223 0549

Kuantan
B-62B, 1st Floor, Lorong Tun Ismail 8,
Sri Dagangan II, 25000 Kuantan, Pahang.
Tel: 09-514 4107, 515 0317, 516 4428
Fax: 09-514 5001

Kuala Terengganu
Lot 5032-B, Jalan Sultan Zainal Abidin,
20000 Kuala Terengganu, Terengganu.
Tel: 09-622 2088, 622 2099
Fax: 09-622 2123

Kota Bharu
No. PT 285, Tingkat 2,
Jalan Kebun Sultan,
15300 Kota Bharu, Kelantan.
Tel: 09-744 3166, 744 3066
Fax: 09-744 9948

Kuching
Lot 258 & 259, Section 49, KTLD (1st Floor),
Jalan Chan Chin Ann,
93100 Kuching, Sarawak.
Tel: 082-428 529
Fax: 082-424 512

Sibu
Lot 2402, S/L 5,1st Floor,
No. 6, Lorong Pedada 20A,
96000 Sibu, Sarawak.
Tel: 084 - 313 823, 313 023 Fax: 084 - 322 923

Miri
Lot 1293, 1st & 2nd Floor, Centre Point,
Jalan Melayu, 98000 Miri, Sarawak.
Tel: 085-410 233, 420 233, 438 017
Fax: 085-422 188

Kota Kinabalu
Level 9, Wisma Fook Loi,
No. 38, Jalan Gaya,
88000 Kota Kinabalu, Sabah.
P.O.Box 14800, 88855 Kota Kinabalu, Sabah.
Tel: 088-217 922, 212 097, 222 025
Fax: 088-236 917

Sandakan
4th Floor, Menara Rickoh, Indah Commercial
Complex, Bandar Indah, Mile 4, North Road,
90000 Sandakan, Sabah.
Tel: 089-237 161, 237 162, 237 163
Fax: 089-237 169

Tawau
TB4427 & TB4428, 1st Floor, Block C,
Sabindo Square, Jalan Dunlop,
91000 Tawau, Sabah.
P.O.Box 60983, 91019 Tawau, Sabah.
Tel: 089-756 997, 756 998 Fax: 089-756 995

Singapore
100, Beach Road #19-00,
Shaw Tower, Singapore 189702.
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Fax: 02-6296 3767

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LONPAC INSURANCE BHD (S98FC5635C)
(Incorporated in Malaysia)
Singapore Office: 100, Beach Road #19-00, Shaw Tower, Singapore 189702.
Tel: (65) 6250 7388 **Fax:** (65) 6296 3767 **Website:** www.lonpac.com.sg
GST Reg No.: F0-0005635-C

THE SCHEDULE

Class of Policy	: FEE PROTECTION SCHEME
Policy No.	: Z/17/BM00/000602
Account No	: Z10017 L / A
PEI	: KAPLAN HIGHER EDUCATION ACADEMY PTE LTD
Address of PEI	: KAPLAN CITY CAMPUS@ POMO 1 SELEGIE ROAD #06-01, POMO SINGAPORE 188306
Business	: COMMERCIAL SCHOOLS (INCLUDING CORRESPONDENCE SCHOOLS)
Master Period of Insurance	: From 29-03-2017 To 16-12-2019 (both dates inclusive)
Maximum Insurable Limit	: S$150,000,000.00 Any one Payout Event and in the Aggregate
Master Policy Premium	: NOT APPLICABLE
Territory Limits	: Republic of Singapore
Jurisdiction	: Singapore Only

All other terms and conditions remain unchanged

LONPAC INSURANCE BHD

CHIEF EXECUTIVE
(Singapore Branch)

User ID : ywlian / serene
Date Issued : 08-02-2017

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FEE PROTECTION SCHEME INSURANCE

Important Notice

- This policy is issued to You based on the information You provided Us when You applied for the Insurance. You should note that You must disclose to Us fully and faithfully the facts You know or ought to know that are relevant to Your insurance application. If You had failed to disclose the relevant facts to Us, the Policy issued to You may be void and You may not receive any benefit from it.
- This Policy, inclusive of the Schedule, any Memorandum and Endorsement, is an important document. It explains the Insurance cover We provide You, the rights the Policy gives You, the conditions You are to comply with and situations where We will not pay under the Policy. Please read this Policy carefully and ensure that it meets Your requirements. If the Policy does not meet Your requirements or You find any error in the Policy, kindly return it to Us and contact Us immediately for correction.

DEFINITIONS

Some words and phrases in this Policy have special meanings. These words and phrases have the following meanings wherever they appear in the Policy.

Act	This means the Private Education Act 2009 (No. 21 of 2009)
Authority	Any Singapore governmental authority or agency having regulatory supervision over private education institutions under any written law.
Certificate of Insurance	The certificate issued to each Student evidencing the cover on the Student provided by this Insurance to the PEI.
Course	The course of study or training programme offered or provided by the PEI and enrolled by the Student with it as stated on the Certificate of Insurance.
Course Fee	This means the gross fees payable to the PEI in direct relation to a Course (in terms of its instruction or teaching) by: 1. a Student, or a person (whether within or outside Singapore) who intends to become or who has taken any steps towards becoming a Student (referred to as an intending Student); or 2. another person who pays the money on behalf of the Student or intending Student; but before any commission payable to third parties is deducted and excluding the prevailing good and services tax (GST), the application fee for the sole purpose of processing the submitted application for admission to the Course and any non-mandatory ad-hoc miscellaneous fee payable on per need basis to the PEI.
EduTrust Certification	This is the certification of the PEI through its membership of any voluntary accreditation or certification scheme established or maintained by the Authority under Part IV of the Act.

Insolvency Event	This refers to the event whereby an order is made by a Singapore court against the PEI (or, if the PEI is a firm, any partner of the PEI or its sole proprietor) for the dissolution, liquidation, winding up or bankruptcy of the PEI, any of its partners or its sole proprietor (as the case may be) and without affecting the preceding shall include the inability of the PEI to carry on and perform its business due to financial reasons whether or not in the usual course of business and any arrangement arising therefrom by which any aspects of the affairs of the PEI are run or determined other than exclusively by its management.
Judgement Sum	This is a sum awarded by a court, arbitrator, tribunal or any adjudicator of competent jurisdiction of first instance in Singapore during the Period of Indemnity in favour of the Student and to be paid by a PEI in relation to a dispute between the Student and the PEI and directly arising out of or in relation to the Course Fee paid by the Student to the PEI including an order, award, declaration or decision obtained in default.
Judgement Debt Default Event	This is a notification by a Student to the Authority in writing with supporting evidence that the relevant PEI has failed, refused and/or neglected to discharge or satisfy the whole or part of the Judgment Sum within fourteen (14) days after the time in which the PEI is obliged to discharge or satisfy the Judgement Sum and, if no time for discharge or satisfaction is stated therein, within fourteen (14) days of the date of the order, award, declaration or decision giving rise to the Judgment Sum.
Limit of Indemnity	This is the maximum amount payable under this Insurance in respect of each Student named in the Certificate of Insurance.
Maximum Insurable Limit	This represents the maximum possible aggregation of all Limits of Indemnity which We can (but are not obliged to) issue to Students at any one time. The Maximum Insurable Limit is shown in the Schedule and may be adjusted from time to time by Endorsement.
Payout Event	This means a Termination Event or a Judgement Debt Default Event.
Payout Instruction	This means a notice issued by the Authority to Us certifying the occurrence of a Payout Event.
PEI	This is a private education institution which, having met the Eligibility requirements in relation to this Policy, has applied for this Insurance and whose application has been accepted by Us in writing.
PEI Closure	This refers to: i. the permanent cessation, termination or deregistration of the operations and/or the business of the PEI by order of the Authority; or ii. the permanent cessation or termination by a PEI of its operations and/or business including but not limited to the cessation or termination of all of substantially of its educational programmes (including courses, diplomas and distance learning programmes) offered by it to Students.
Period of Insurance	The period commencing from the date shown in the Schedule and as may be extended by Endorsement.
Period of Indemnity	The period bound by the dates shown in the Certificate of Insurance, both dates inclusive.
Pre-cover Arrangement	This refers to the requirement on Our part to provide insurance cover to the Student for Course Fees paid by the Student from the date of each payment of Course Fees by the Student to the PEI until, whichever is earlier, (i) the date of commencement of the Period of Indemnity in a subsequent certificate of insurance issued to the Student; or (ii) seven (7) working days after the payment Provided always that the PEI has informed and declared to us, prior to the commencement of the Period of Indemnity, the Student name and the amount of Course Fee, which the Student has paid to the PEI.

Student	The person who has been declared to Us by the PEI and accepted by Us for cover under this Insurance and to whom We issue the Certificate of Insurance and wherein the person is named as the Student.
Termination Event	This refers to an Insolvency Event or PEI Closure.
Terms	This refers collectively to the terms, conditions and exclusions contained in or endorsed on this Policy.
Working day	This means Mondays to Fridays, excluding Saturdays, Sundays and gazette public holidays in Singapore
We, Us, Our	These mean Lonpac Insurance Bhd
You, Your	The PEI

YOUR INSURANCE

In consideration of the You paying or agreeing to pay Us the premium set out in the Schedule, We agree to cover You during the Period of Insurance on the Terms subject to the following:

1. This Policy is subject to the Maximum Insurable Limit as stated in the Schedule. Upon each application by You to Us for inclusion of a person to be covered as a Student under this Policy accepted by Us and Our issuance of a Certificate of Insurance in relation to that Student, the Maximum Insurable Limit shall be reduced by the Limit of Indemnity applicable to such an accepted application. The Maximum Insurable Limit after such deduction shall be the amount available for consideration of future new applications for cover under this Policy.

2. We shall have the right at any time and at Our absolute discretion to:

    a. review the Maximum Insurable Limit; and

    b. increase or decrease the Maximum Insurable Limit (including reducing the said limit to zero). We are entitled to increase the Maximum Insurable Limit without reference to You. Where We decrease the Maximum Insurable Limit, We shall give You 14 days' prior written notice and the relevant decrease shall have effect after the expiry of such notice.

3. We shall have the right to accept or reject, without having to provide any reason therefor, any application by You for the inclusion of any person to be covered as a Student under this Policy including but not limited to rejecting such an application in the following situations:

    a. Where the Maximum Insurable Limit stated in the Schedule has been reached or will be exceeded with the acceptance of that application;

    b. The applicant is not eligible to apply for the cover under this Policy as set out in the *Eligibility* section of this Policy.

4. Each application by You for any person to be covered as a Student under this Policy which is accepted by Us shall be conditional upon Your or any person specified by us executing and maintaining in force a counter-indemnity in Our favour and in a form acceptable to Us indemnifying Us for an amount equivalent to the Maximum Insurable Limit during the Period of Insurance.

SCOPE OF COVER

1. Subject to the Terms of this Policy, We will indemnify a Student up to the Limit of Indemnity for :

   a. loss of Course Fee paid by the Student to the PEI in the event that the Student is unable to commence, continue with or complete the Course due to a Termination Event during the Period of Indemnity; including fees that were declared to us under the Pre-cover arrangement. The indemnity provided herein shall be limited to the portion of the paid Course Fee deemed un-utilised as at the date of the Termination Event and pro-rated to the time elapsed in respect of that part of the Course as relates to the Course Fee paid and to the extent the same is not refunded to the Student; and/or

   b. such part of a Judgement Sum remaining unpaid by the PEI as at the date of the issuance of a Payout Instruction in respect of a Judgment Debt Default Event.

2. For the avoidance of doubt, save for the indemnity expressly provided herein, this Policy does not pay for any other indirect or consequential loss, damage, pecuniary cost, liability, cost and/or expenses whatsoever suffered or incurred by the Student.

EXCLUSIONS

This Insurance does not cover and We do not pay for loss arising from :

1. the accreditation of the qualification awarded to a Student or the authenticity of certificates issued by the PEI;
2. the termination or withdrawal of any Course for any reason other than due to a Payout Event;
3. the termination, cessation or suspension of the PEI's business for any reason other than due to a Payout Event;
4. the breach by the PEI and/or the Student of their respective obligations or undertakings under any contractual arrangement between the Student and the PEI in relation to the Course, other than by reason of a Payout Event;
5. the failure of the Student to commence, continue or complete the Course for any reason other than due to a Payout Event;
6. any dispute between or involving the PEI and the Student whether arising out of the PEI's refund policy or Course Fee upon withdrawal from or termination by the Student of the Course or in relation to the adequacy of any refund arising from any reason other than for the events described in Clause 1b of the Scope of Cover;
7. war, invasion, act of foreign enemy, hostilities or warlike activities (whether war be declared or not), civil war, mutiny, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or military authorities;
8. radioactivity or from the use, existence or escape of any nuclear fuel, material or waste.

ELIGIBILITY

The PEI and the Student applying for this Insurance must meet the eligibility criteria set out herein.

The PEI must:

1. be registered or deemed registered as a private education institution under Part III of the Act;
2. have and maintain in force an EduTrust certification; and
3. comply with such other eligibility requirements that We or the Authority may prescribe from time to time.

The Student must :

1. be a fee-paying student who has applied for enrolment in a Course and is accepted by the PEI for the *same; and*
2. comply with such other eligibility requirements that We or the Authority may prescribe from time to time.

GENERAL CONDITIONS

1. Due Observance

Your due observance and fulfillment of the Terms insofar as they relate to anything to be done or complied with by You and truth of statements and declaration shall be a condition precedent to Our liability to make any payment under this Policy.

2. No Assignment

This Policy and any right to indemnity under this Policy shall not be transferred or assigned whether in whole or in part by the PEI and/or the Student to any other party.

3. Cancellation of the Policy

a. Subject to the approval of the Authority:
   (i) You may cancel this Insurance at any time by giving Us no less than thirty (30) days' prior written notice. In return, We will confirm in writing the effective date of cancellation of this Policy.
   (ii) We may cancel this Insurance by giving You at least thirty (30) days' notice in writing (sent to Your last known address) and stating in the notice the effective date of cancellation.

b. This Insurance will be automatically cancelled without further notice on the date on which the PEI's EduTrust certification expires or is withdrawn or revoked.

Notwithstanding the termination of this Insurance by cancellation as aforesaid, any Certificate of Insurance issued prior to the termination of this Insurance shall continue to be in force and the cover on the relevant Student named in such Certificate of Insurance shall continue until the expiry of the Period of Indemnity stated in that certificate.

4. Termination of Cover

The cover on each Student shall terminate upon the occurrence of any one of the following events:

a. a Payout Event;
b. the Student ceases to be a student of the PEI for any reason whatsoever; or
c. the Student switches to another course of study that differs from the Course regardless as to whether the other course of study is provided by the PEI or any other party.

In the event that cover on the Student is terminated other than upon the occurrence of a Payout Event and provided no claim has been paid or is payable under the Certificate of Insurance, We will return the pro rata unearned portion of the premium We have received in respect of the Certificate of Insurance to which the termination relates.

5. Premium

For all covers on the Student accepted by Us and where Certificates of Insurance have been issued, You are obliged to pay Us the premiums arising from such Certificates of Insurance when they fall due. In the event that premium stated in the Certificate of Insurance, including any Goods and Services Tax thereon or other tax, charge or levy chargeable by law and payable by You is not received by Us within seven (7) days from the issue date of the Certificate of Insurance, We will inform the Authority of the default in premium payment and We shall have the right to immediately suspend acceptance of any further application of cover on any of Your Students and/or cancel this Insurance in accordance with the Cancellation of the Policy provision.

6. Claim Notification and Co-operation

a. We will make payment to a Student within ten (10) Business Days of receipt by Us of a Payout Instruction issued by the Authority to Us.

b. We shall be entitled to rely upon any order, judgment, decree, certification, demand, notice, or other written instrument delivered to Us (including but not limited to a Payout Instruction) without being required to determine the authenticity or the correctness of any fact (including signatures) stated or validity of the service of such a document. We shall have no responsibility for the contents of any award, order or ruling (whether in relation to a Judgment Sum or Termination Event or otherwise) and may rely without any liability upon the contents of any such award, order or ruling.

c. We may at all times immediately make a payment in accordance with the terms of any Payout Instruction without any reference or further authority from You and/or a Student, without further investigation or inquiry and without inquiring and without requiring proof or Your concurrence that a Payout Instruction has been properly or validly issued.

d. In the event of any disagreement between the Authority, You and/or any Student resulting in adverse claims or demands being made in connection with any payment under or pursuant to this Policy, or in the event that We in good faith are in doubt as to what action We should take under or pursuant to this Policy, We shall be entitled to retain any funds We may be required to pay to You and/or a Student until required to release it in accordance with this Policy and/or any Payout Instruction.

e. In the event that any law, regulation, decree, order, government act, custom, procedure or practice to which We are subject, or to which a payment under or pursuant to this Policy is subject (including without limitation any written law relating to anti-money laundering or the prevention of terrorism financing), prevents or limits the performance by Us of our duties and obligations, then until such time as We are again able to perform such duties and obligations hereunder, such duties and obligations shall be suspended.

7. Contribution

If at the time of any claim, there be any other subsisting insurance or insurances, whether effected by You or any other person, covering the same contingency as is covered under this Policy, We shall not be liable to pay or contribute more than the rateable proportion of such claim.

8. Arbitration

If any difference and/or dispute shall arise as to any amount to be paid under this Policy (liability being otherwise admitted), such difference shall be referred to an arbitrator to be appointed in accordance with the statutory provisions for the time being in force. Where any difference and/or dispute is by this condition to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against Us. Unless any such action or suit be commenced within six months of the making of an award, We shall not be liable to make any payment in excess of the amount of the award.

9. Legal Proceedings

This Policy shall be construed according to and governed by Singapore law. No action at law or in equity shall be brought to recover any sum under this Policy prior to the expiration of sixty (60) days after written proof of claim has been furnished in accordance with the requirements of this Policy. The parties submit themselves to the exclusive jurisdiction of the Singapore courts for the resolution of any conflict or dispute with regards to this Policy except where the circumstances are governed by the *Arbitration* section in this Policy. No such action shall also be brought after the expiration of one (1) year after the time written proof of claim is required to be furnished.

10. Currency

Premiums and claims payable under this Policy shall be in Singapore dollars.

11. Exclusions of Rights Under the Contracts (Rights of Third Parties) Act

A person who is not a party to this Policy shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

12. Disclosure of information

You consent to the use, storage and transfer by Us (whether within or outside Singapore) and/or the exchange of any information provided by You or a Student in relation to a proposal for insurance, Policy or Certificate to or with all such persons as We may consider necessary including but not limited to any member of Lonpac Insurance Bhd for any and all purposes in connection with the proposal, Policy or Certificate.

PERSONAL ACCIDENT BENEFITS EXTENSION

Attaching to and forming part of this Policy

It is hereby declared and agreed that the coverage for each Insured Student under this Policy is extended to include death or bodily injury caused solely and directly by accidental violent external and visible means (excluding sickness, disease and/or medical disorder) subject to the following compensations payable :-

Scale of Benefits		
Item	**Event of Loss**	**Compensation Payable (S$)**
1	Accidental Death	10,000.00
2	Permanent Disablement resulting in loss of:-	
(a)	All sight in both eyes	10,000.00
(b)	Both hands or feet	10,000.00
(c)	One eye and one hand or foot	10,000.00
(d)	One hand and one foot	10,000.00
(e)	One hand or foot	5,000.00
(f)	One eye	5,000.00

EXCLUSIONS

1. 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 illness, any physical defect or infirmity, pregnancy, childbirth or menopause, mental disorder, stress, anxiety or nervous breakdown;

2. 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;

3. The Insured Student taking part in flying or other aerial activities except as a fare-paying passenger in a licensed passenger-carrying aircraft;

4. 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 cycling, motor competitions, professional sports, martial arts and other hazardous activities.

Subject otherwise to the terms, exceptions and conditions of this Policy.

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