



Liberty Insurance Pte Ltd
51 Club Street #03-00 Liberty House
Singapore 069428
Tel: 1800-LIBERTY (542 3789)
Reg. No. 199002791D | GST Reg. No. M2-0093571-3
www.libertyinsurance.com.sg

Fee Protection Scheme (FPS)

Please read this insurance policy carefully to ensure that you understand the terms and conditions and that this policy meets your requirements. If there are any changes that may affect the insurance cover provided, please notify us immediately.



Contents

General Definitions	3
Your Insurance	6
Scope of Cover	7
Exclusions	8
Eligibility	8
General Conditions	9
Personal Accident Coverage Extension	12



General 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.

Term	Meaning
1. Accident or Accidental	A sudden unforeseen and fortuitous event that results in the Student suffering from death or Permanent Total Disablement.
2. Act	This means the Private Education Act 2009 (No. 21 of 2009).
3. Authority	This refers to Committee for Private Education under SkillsFuture Singapore Agency.
4. Certificate of Insurance	The certificate issued to each Student evidencing the cover on the Student provided by this Insurance to the PEI.
5. 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.
6. Course Fee	<p>This means the fee payable to the PEI in relation to a Course by:</p> <ul style="list-style-type: none"> a) 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 b) another person who pays the money on behalf of the Student or intending Student <p>The fee payable shall be before any commission payable to third parties is deducted and excluding 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 PEI.</p>
7. 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.
8. Insolvency Event	This refers to the event whereby an order by a Singapore Court for the judicial management, dissolution, liquidation, winding up or bankruptcy of such PEI, any of its partners or sole proprietor (as the case may be) and without affecting the preceding shall include the inability of such PEI to carry on and perform its business due financial reasons whether or not in the usual course of business and any arrangement arising therefrom by which any aspects of the affairs of such PEI are run or determined other than exclusively by its management.
9. Judgment Sum	This is a sum awarded by a court, arbitrator, tribunal or any adjudicator of competent jurisdiction of first instance in



Term	Meaning
	Singapore during the Period of Indemnity in favour of a Student and to be paid by a PEI in relation to a dispute between such Student and the PEI directly arising out of or in relation to the Course Fees paid by such Student to the PEI including an order, award, declaration or decision obtained in default.
10. Judgement Debt Default Event	This means the notification by a Student to CPE 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 Judgement 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 or in any order of Court made thereafter, within fourteen (14) days of the date of the order, award, declaration or decision giving rise to the Judgement Sum.
11. Limit of Indemnity	This is the maximum amount payable under this Policy in respect of each Student.
12. 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.
13. Payout Event	This means a Termination Event or a Judgment Debt Default Event.
14. Payout Instruction	This means a notice issued by the Authority to Us certifying the occurrence of a Payout Event.
15. PEI	This means a Private Education Institution referred to in Section 2 of the Private Education Act (Cap. 247A).
16. Period of Insurance	The period commencing from the date shown in the Schedule and as may be extended by Endorsement.
17. Period of Indemnity	The period bound by the dates shown in the Certificate of Insurance, both dates inclusive (for FPS Individual Insurance) or the duration of each Course (for FPS Group Insurance).
18. Permanent Total Disablement	Disablement which entirely prevents the Student from attending to any Disablement occupation or profession and having lasted a continuous period of twenty-four (24) months and from which there is no reasonable hope of improvement.
19. Policy	The general terms and conditions of an insurance contract to be entered into by US and each PEI.
20. Pre-Cover Arrangement	This refers to the requirement on the part of Us to provide insurance coverage to the Student for Course Fee paid by the Student from the date of each payment of Course Fee by the Student to You until, whichever is earlier <ul style="list-style-type: none"> a) the date of commencement of the Period of Indemnity in a sequent certificate of insurance issued to the Student; or



Term	Meaning
	b) seven (7) working days after the payment
21. PEI Closure	<p>a) The permanent cessation, termination or deregistration of the operations and/or the business of the PEI by reason of the operation of or administration of the Act or any written law of the Republic of Singapore or any other jurisdiction; or</p> <p>b) The permanent cessation or termination by a PEI of its operations and/or business including but is not limited to the cessation or termination of all or substantially of its educational programmes (including courses, diplomas and distance learning programmes) offered by it to Students</p>
22. Student	The person who has been declared to Us by the PEI and accepted by Us for cover under this Insurance. For FPS Individual Insurance, this will be to whom We issue the Certificate of Insurance wherein the person is named as the Student.
23. Termination Event	This refers to an Insolvency Event or PEI Closure.
24. Terms	This refers collectively to the terms, conditions and exclusions contained in or endorsed on this Policy.
25. We, Us, Our	These mean Liberty Insurance Pte Ltd.
26. Working Day	Mondays to Fridays, excluding Saturdays, Sundays and gazetted public holidays in Singapore.
27. You, Your	The PEI.



Your Insurance

This Policy is issued to You based on the information You provided to 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 applications. 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 to You, the rights the Policy gives you, the conditions You are to comply with and situations where We will not pay under the Policy.

In consideration of the PEI 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 application by You to Us for inclusion of a Student or a Course to be covered under this Policy accepted by Us, 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 fourteen (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 therefore, 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. 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) the PEI's failure, refusal and/or neglect to discharge or satisfy the whole or part of the Judgment Sum within fourteen (14) days from the date from which the PEI is obliged to
 - c) discharge or satisfy the Judgment Sum or if no time for discharge or satisfaction is stated therein, within fourteen (14) days of the date of the award of the Judgment Sum
 - d) Course Fee paid by the Student from the date of each payment of Course Fee by the Student to the PEI until whichever is earlier
 - i) the date of commencement of the Period of Indemnity in a sequent certificate of insurance issued to the Student; or
 - ii) seven (7) working days after the payment
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, liability, cost and/or expenses whatsoever suffered or incurred by the Student
3. For the FPS Group Insurance, the premium payable by the PEI shall be based on the total Course Fees for all the approved courses by the Authority during the Period of Insurance. All such approved courses will be automatically held covered subject to premium adjustment and declaration which will be as follows:
 - a) on a monthly basis, the PEI will declare to Us the Course Fees collected during the month upon which a premium will be charged. The details of the declaration will be in a format determined by Us. Such a declaration will be made by the 2nd Working Day of the following month
 - b) at the end of each 12-month period from the start of the Period of Insurance, the actual total Course Fees collected for that 12-month period will be declared and a final premium adjustment will be made. Premium refunds, if any, will not be more than 20% of the total monthly premium for that 12-month period
 - c) for the purpose of premium adjustment, the PEI shall keep and maintain a proper record of Course Fees collected and Student and Course details. We shall have the rights to inspect such records should a need arises



Exclusions

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

1. the failure by the PEI to provide adequate, qualified and/or suitable teachers, teaching resources or any deficiency in the quality of the curriculum, the Course, the qualification awarded or the learning experience of the Student, or the Student's dissatisfaction with the course or with the PEI
2. the accreditation of the qualification awarded to a Student or the authenticity of certificates issued by the PEI
3. the termination or withdrawal of any Course for any reason other than due to a Termination Event
4. the termination, cessation or suspension of the PEI's business for any reason other than due to a Termination Event
5. 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 Termination Event
6. the failure of the Student to commence, continue or complete the Course for any reason other than due to a Termination Event
7. 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

8. 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
9. radioactivity or from the use, existence or escape of any nuclear fuel, material or waste
10. criminal or illegal act of the PEI

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 fulfilment 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) 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. This same provision will apply to FPS Group Insurance, notwithstanding that there are no individual Certificate of Insurance issued to each Student

- 4. Termination of Cover (applicable to FPS Individual Insurance only)**

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

 - a)** Termination 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 Termination 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 subject to Us retaining a minimum sum of S\$25 per Student.

- 5. Premium**

For all covers on the Student accepted by Us, You are obliged to pay Us the premiums when they fall due. The premium includes any Goods and Services Tax thereon or other tax, charge or levy chargeable by law and payable by You, will be charged to and debited directly from the bank account designated by You on the twenty-fifth (25th) day of the month or, if the day falls on a Saturday, Sunday or Public Holiday,



the next working day immediately following the twenty-fifth (25th) day of the month. In the event that premium is not received by Us within seven (7) days from the relevant premium deduction date, 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. Claims Notification and Co-operation

- a)** All claims under this Policy 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 claim assessment shall be furnished by You or the Student at Your or the Student's expense
- b)** On the happening of any dispute or any event likely to give rise to a claim under this Policy, You shall at Your own expense immediately:
 - i)** take reasonable steps to resolve the dispute and mitigate any loss; and
 - ii)** notify Us of the dispute providing material information in relation thereto as We may require
- c)** If a claim under this Policy 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 PEI or any Student to obtain payment under this Policy or if any

material information relating to the claim or this Policy is withheld or not disclosed to Us, the indemnity under this Policy shall be cancelled and We shall be entitled at Our absolute discretion to immediately terminate this Policy and/or any indemnity payable under this Policy and/or to impose any further terms and conditions and/or take any other action as We deem fit

- d)** We may determine the occurrence of a Termination Event from any evidence or notice provided to Us by any person (including without limitation You, a Student or the Authority) without any need for further evidence from anyone or anywhere else
- e)** On and at any time after the occurrence of an event which amounts to a Termination Event, We will for the purpose of computing the indemnity to the Students, declare and certify the date on which a Termination Event under this Policy is deemed to have occurred based on the date of the relevant order of court or the effective date of closure as directed by notice from the Authority or otherwise as determined by Us
- f)** We may make payment to a Student upon a determination by Us of the occurrence of a Termination Event
- g)** We will make payment to a Student within ten (10) Working Days of receipt by Us of a Payout Instruction issued by the Authority to Us
- h)** We shall be entitled to rely upon any order, judgment, decree,



certification, demand, notice, or other written instrument delivered to Us (whether in relation to a Judgment Sum or Termination Event or otherwise) 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

- i) 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
- j) 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
- k) 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. Exclusion 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.

Personal Accident Coverage Extension

Coverage

Each Student insured under this Policy is covered for S\$10,000 in respect of bodily injury caused by Accidental means whilst in Singapore and within twenty-four (24) months from date of the Accident solely and independently of any other causes resulting in the Student's death or Permanent Total Disablement.

Exclusions

This Policy does not cover:

1. Injury

- a) resulting from engaging in or taking part of aeronautics or aviation other

than as a fare-paying passenger of a properly licensed aircraft being operated by a licensed commercial air carrier nor for the purpose of any trade or technical operation in or on the aircraft

- b) due to or contributed to by pregnancy childbirth or abortion

- c) due to or contributed to or accelerated by intentional self-injury or insanity

- d) due to sickness or disease

2. Injury resulting from engaging in or taking part in any of the following activities:

- a) professional sports

- b) climbing or mountaineering necessitating the use of ropes or guides

- c) motor rallies

- d) racing other than

- i) on foot

- ii) swimming

- iii) yacht racing within territorial waters

- e) diving to a depth greater than fifty (50) metres

- f) all forms of motor cycling (including pillion riding)

3. Suicide

4. Injury caused by or contributed to by or arising from nuclear weapon material ionizing radiations or contamination or radioactivity from any nuclear fuel or from



any nuclear waste from the combustion of nuclear fuel and for the purpose of this exception combustion shall include any self-sustaining process for nuclear fission.

5. Any consequence whether direct or indirect of war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war

civil rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

6. Any consequence whether direct or indirect of full-time military air force or naval services with any Armed Forces of any country or international authority.

