

**The 2005 World Exposition, Aichi, Japan**  
**Outline of Insurance for Official Participants**

The Japan Association for the 2005 World Exposition  
EXPO2005 Property Insurance Underwriters

## **Introduction**

The 2005 World Exposition, Aichi, Japan (hereinafter EXPO2005), held in Aichi Prefecture for 185 days from March 25, 2005 to September 25, will be planned and operated as a national event, with the main theme “Nature’s Wisdom.”

A great many parties will be involved in activities for EXPO2005: not only official participants but also non-official participants, concessionaires, civil engineering/construction/installation contractors, and many others. Moreover, a huge number of visitors will gather from throughout Japan and the world during EXPO2005.

Considering these circumstances, it is necessary to pay special attention to accident/disaster contingency planning, as well as to take out proper insurance arrangements so as to be fully prepared for accidents and disasters.

All persons involved in constructing and operating EXPO2005, and in related activities, will be subject to the General Regulations and Special Regulation No. 8 concerning insurance (hereinafter “SPECIAL REGULATION”), established to ensure smooth operation of EXPO2005.

SPECIAL REGULATION also stipulates that participants and the Association shall waive their respective rights to claim damages from each other, in order to avoid disputes between and among parties involved in the Exposition. (Article 6, SPECIAL REGULATION)

This “Outline of Insurance for Official Participants” explains insurance affairs of the Exposition, and offers descriptions of and application procedures for insurance policies required of official participants under SPECIAL REGULATION.

For details of each insurance, refer to the Guidebook issued for each type of insurance.

Insurance Team, Financial Group  
Japan Association for 2005 World Exposition

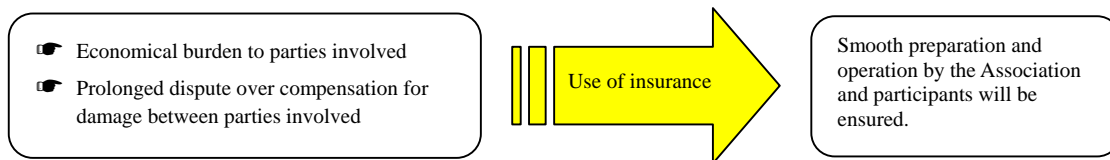
# I. World Exposition and Insurance

## 1. Characteristics of World Exposition

- (1) Because of the limited time permitted for Exposition preparation, a large number of construction and other works will be conducted within the site at the same time.
- (2) The world's latest technologies and techniques will be exhibited or used in the Exposition.
- (3) The confined area of the Exposition site will be crowded with a huge number of visitors and Exposition staff.

## 2. Use of Insurance Program

To avoid trouble for the Organizer, parties involved in construction works and participants (participating international organizations or nations, and other participants), and to ensure smooth preparation, opening and operation of the Exposition, General Regulations and SPECIAL REGULATION are stipulated to promote effective use of insurance.



## 3. Characteristics of Insurance Program of World Exposition

Compulsory liability insurance	Association and all Exposition participants are required to take out certain types of insurance in connection with Exposition operation.
Waiver of right to claim damages	Excepting damage caused by intentional act or gross negligence, parties involved in Exposition shall waive their rights to claim damages from each other. (Details explained later.)
Blanket comprehensive general liability insurance	Association will conclude comprehensive general liability insurance contract collectively for all participants (*); each participant's obligation to assume <i>pro rata</i> insurance premium is stipulated.

The above-mentioned matters will be governed in the same manner as in past expositions held in Japan (i.e., Expo 70 in Osaka, Expo 75 in Okinawa, Expo 85 in Tsukuba and Expo 90 in Osaka).

- \* The term “participants,” as used in this Outline, shall mean official participants to the Exposition and other persons who conduct exhibitions and other activities related to the Exposition on behalf of such official participants, in accordance with Article 2.(2) of SPECIAL REGULATION. Each official participant must guarantee compliance of these regulations by such other persons, and must obtain consent of such other persons to comply with these regulations. (Article 2. (3), SPECIAL REGULATION)

## II. Compulsory liability insurance specified in SPECIAL REGULATION

Insurance policies required of all official participants in accordance with the General Regulations and SPECIAL REGULATION are as follows:

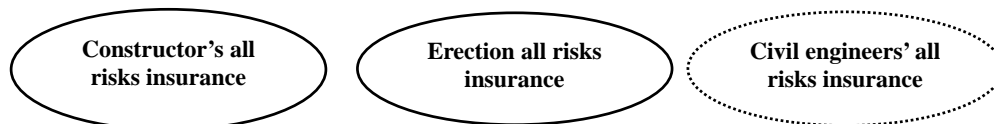
- (1) Insurance in respect to construction, erection and civil engineering work;
- (2) Fire insurance in respect to buildings, facilities and equipment, merchandise and other movable properties;
- (3) Movable comprehensive insurance on exhibits and fine arts;
- (4) Blanket comprehensive general liability insurance; and
- (5) Insurance required of all participants by Japanese law
  - [1] Workman's compensation insurance,
  - [2] Bodily injury automobile liability insurance and
  - [3] Employment insurance

Regarding the 4 types of insurance stipulated in (1) to (4), details are given below for: “during civil engineering/construction/erection work,” “after completion of work and during exhibition period,” and “blanket comprehensive general liability insurance.”

Regarding insurance policies stipulated in (5), refer to “Guidelines for Insurance Required by Japanese Law.”

### 1. Insurance required during construction/erection/civil engineering work

During contracted work, each contractor must take out one of the following insurance policies (Articles 5 and 13, SPECIAL REGULATION). Each official participant must therefore ensure that all of its contractors have taken out such insurance policy.



Since a module is provided for each official participant from the Association, civil engineers' all-risk insurance does not apply to official participants. Accordingly, the guidebook for construction work for official participants is named the “Guidebook for Construction and Erection Insurance.”

[1] Policyholder	Owner or contractor of construction/erection work
[2] Subject work	All kinds of works related to Exposition site construction/erection of buildings, structures and equipment that are conducted by order of official participant
[3] Insured properties	Deliverables of work and materials used for work held and controlled on construction site within Exposition site.
[4] Insurance amount	Amount equal to contract price for deliverables of work (If owner supplies materials to contractor, cost of such materials should be added.)
[5] Duration of insurance	From commencement of work to delivery of work deliverables to owner.

## 2. Insurance after completion of work and during the Exposition

Each official participant must take out the following fire insurance and movables comprehensive insurance after completing the work and during the Exposition.

### (1) Fire insurance

All properties used and controlled by each official participant as listed below must be covered by fire insurance.

(1) Policyholder	Official participant Any person who conducts exhibitions, events or commercial activities on behalf of official participant
(2) Insured properties	Buildings, structures, equipment, commodities and other movable properties maintained within Exposition site
(3) Insurance amount	Replacement costs of insured properties Official participants who use buildings and equipment constructed and provided by Association must pay an insurance cost for area used (*).
(4) Duration of insurance	As for buildings, structures and equipment, insurance must be in effect from property delivery until completion of its removal from site. If property is borrowed from Association, insurance must be in effect from delivery until return to Association. As for commodities and other movable properties, insurance must be in effect from unloading from carrier on the Exposition site until loading to carrier for removal from the Exposition site.

\* Regarding buildings, structures and equipment lent by the Association to official participants, the Association will take out a blanket insurance contract. Each official participant must pay a contribution in accordance with Article 11.3 of SPECIAL REGULATION. Details of contribution (amount, payment method etc.) have not yet been decided. Participants will be notified around Spring 2004.

### (2) Movables comprehensive insurance

All properties used and controlled by each official participant as listed below must be covered by movables comprehensive insurance.

(1) Policyholder	Official participant Any person who conducts exhibitions, events or commercial activities on behalf of official participant
(2) Insured properties	All exhibits, and fine art objects worth ¥1 million or more per object (excluding animals, fish, plants, raw materials used for demonstrating machines, instruments and equipment on Exposition site and products generated by such demonstration)
(3) Insurance amount	Exhibits : Replacement cost of exhibits Fine art objects : Amounts agreed upon with insurer, based on objective assessment values
(4) Duration of insurance	From unloading of insured properties from carrier on the Exposition site until loading of them to the carrying equipment for removal from the Exposition site

### 3. Blanket comprehensive general liability insurance

#### (1) Outline of insurance

Blanket comprehensive general liability insurance compensates for damage suffered by official participants and/or Association held legally liable for injuries to or death of third parties or damage to properties caused by accident during the period from completion of their respective works until removal of works after the Exposition period.

#### (2) The Association will take out a blanket policy with Property Insurance Underwriters, for itself and all official participants.

Under the blanket policy concluded between the Association and Property Insurance Underwriters, all official participants are named as the insured.

\* Thus, official participants need not take out this insurance individually.

#### (3) Contributions

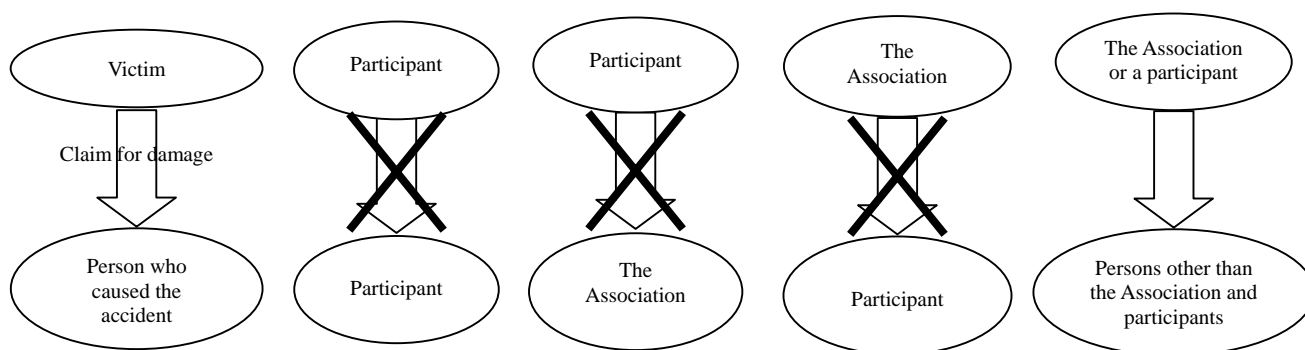
Each official participant must pay a contribution to be determined by the Association. It should be noted that no insurance money will be paid for any accident that occurs before receipt of such contribution by the Association.

\* Details of contribution (amount, payment method etc.) have not yet been decided.  
Participants will be notified around Spring 2004.

### III. Waiver of right to claim damages

SPECIAL REGULATION of EXPO2005 stipulate that no participant shall claim damages from any other participant or its staff, or the Association or its staff, with respect to any accident that occurs in connection with the Exposition, unless such accident is attributable to willful act or gross negligence.

Similarly, it is also stipulated that the Association shall not claim damages from any participant or its staff with respect to any accident that occurs in connection with the Exposition, unless such accident is attributable to willful act or gross negligence. (Article 6. 1 and 6.2, SPECIAL REGULATION)



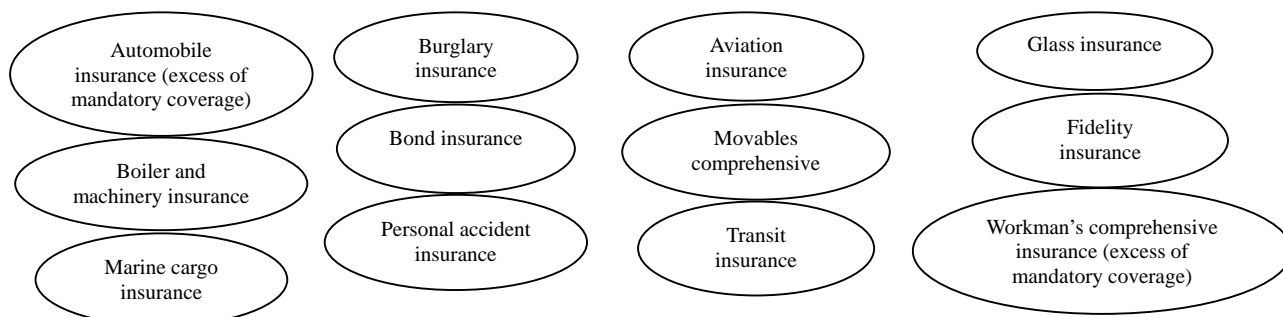
### **Waiver of subrogation right by insurers**

It is also stipulated that insurers shall not exercise subrogation right vested by payment of insurance money, against any participant or the Association with respect to any accident that occurs in connection with the Exposition, unless such accident is attributable to willful act or gross negligence.

(Article 6 (3), SPECIAL REGULATION)

## **IV. Optional insurance that may be taken out by participants**

Major optional insurance policies that may be taken out by official participants are as shown below. For an outline of these policies, refer to “Outline of Optional Insurance.”



## **V. Procedures for Taking Out Insurance**

All insurance policies stipulated in SPECIAL REGULATION shall be underwritten by

**EXPO2005 Property Insurance Underwriters  
(hereinafter the “Underwriters”)**

- \* The Underwriters consist of property insurance companies selected by the Association (Organizer), through public invitation and examination, from among insurers licensed to conduct insurance business in Japan to undertake insurance and handling of claims.
  - \* A managing underwriter is appointed for each type of insurance.
- (1) The above-mentioned insurance policies underwritten by the Underwriters (constructor's all-risk/erection all-risk/civil engineers' all-risk insurance, fire insurance, movables comprehensive insurance and comprehensive general liability insurance) are designed exclusively for EXPO2005.
  - (2) To take out insurance policies, official participants must enter necessary information in the Official Participant's Application for Insurance and submit it to the Insurance Team, Finance Group of the Japan Association for the 2005 World Exposition. Applications will be handed to the Underwriters, who will then issue appropriate policies to the applicants.

- (3) Regarding blanket comprehensive general liability insurance taken out by the Association and fire insurance taken out for buildings, structures and equipment lent by the Association, official participants must pay contributions directly to the Association.

\* Details of such contribution (amount, payment method etc.) have not yet been decided.  
Participants will be notified around Spring 2004.

- (4) After concluding appropriate insurance contracts, please promptly send the receipts for premiums paid and copies of insurance policies to the Association (Insurance Team, Finance Group).

## **VI. Introduction of Secretariat of the Association and Underwriters**

### **1. Secretariat of the Association**

Japan Association for the 2005 World Exposition

Insurance Team, Financial group

4th Floor, No. 2 Nagoya Dia Building, 3-15-1, Meieki, Nakamura-ku, Nagoya City, 450-0002  
Japan

Phone: +81-52-569-2078

Fax : +81-52-569-2100

### **2. EXPO2005 Property Insurance Underwriters**

#### **(1) Managing underwriter of each insurance:**

##### **Constructor's all-risk/erection all-risk/civil engineers' all-risk insurance**

Aioi Insurance Company, Limited

5-15-18, Sakae, Naka-ku, Nagoya City, 460-8450 Japan

Sales Department, Nagoya Financial Institution

Phone: +81-52-243-0740

Fax : +81-52-243-0750

##### **Blanket Comprehensive general liability insurance**

THE TOKIO MARINE AND FIRE INSURANCE CO., LTD.

2-20-19, Marunouchi, Naka-ku, Nagoya City, 460-8541 Japan

Koumu Section, Nagoya Production Dept. II, Tokai Corporate Business Division

Phone: +81-52-201-1977

Fax : +81-52-201-1980

##### **Fire insurance**

SOMPO JAPAN INSURANCE INC.

3-22-21, Marunouchi, Naka-ku, Nagoya City, 460-8551 Japan

3rd Division, Nagoya Corporate Account Production Department

Phone: +81-52-953-3881

Fax : +81-52-953-3590



**Movables comprehensive insurance**

Mitsui Sumitomo Insurance Company, Ltd.

1-2-1, Nishiki, Naka-ku, Nagoya City, 460-8635 Japan

Nagoya Commercial Production Dept.2nd, Nagoya Commercial Business Division

Phone: +81-52-203-3190

Fax : +81-52-203-3540

**(2) Members of EXPO2005 Property Insurance Underwriters  
(in alphabetical order)**

Aioi Insurance, Company, Limited

ALLIANZ FIRE AND MARINE INSURANCE JAPAN LIMITED

Assicurazioni Generali S.p.A.

Hyundai Marine & Fire Insurance Co., Ltd.

Ji Accident & Fire Insurance Co., Ltd.

Kyoei Fire & Marine Insurance Co., Ltd.

NIPPONKOA INSURANCE CO., LTD.

Nissay Dowa General Insurance Co., Ltd.

SECOM GENERAL INSURANCE COMPANY, LIMITED

SOMPO JAPAN INSURANCE INC.

Mitsui Sumitomo Insurance Company, Ltd.

The Asahi Fire & Marine Insurance Co., Ltd.

THE FUJI FIRE AND MARINE INSURANCE COMPANY, LIMITED

The New India Assurance Co., Ltd.

The Nichido Fire and Marine Insurance Company, Limited

The Nisshin Fire & Marine Insurance Co., Ltd.

THE TOKIO MARINE AND FIRE INSURANCE CO., LTD.

## VII. Outline of Optional Insurance

- (1) Major optional insurance policies that may be taken out by the Association and participants to the exposition are as shown below (Article 14):

Automobile insurance (excess of mandatory coverage), aviation insurance, boiler and machinery insurance, movables comprehensive insurance, marine cargo insurance, transit insurance, burglary insurance, glass insurance, bond insurance, fidelity insurance, personal accident insurance, workman's comprehensive insurance (excess of mandatory coverage)

- (2) These insurance policies are outlined below.

1) Automobile insurance (excess of mandatory coverage)

a. Automobile bodily injury liability insurance

If the insured inflicts injury or death on any other person in a car accident and becomes liable for loss or damage caused by the accident, insurance money exceeding the coverage of the Compulsory Automobile Liability Insurance will be paid.

b. Self-sustained personal accident insurance

This insurance covers damage caused by a self-sustained personal accident (such as running into a telephone pole, or falling over a precipice). If the owner or the driver of the insured car or any passenger in the insured car dies or is injured in such a self-sustained personal accident, insurance money to compensate for the damage caused by such death or injury will be paid in cases in which the liability stipulated in Article 3 of the Automobile Liability Security Law does not apply. The maximum insurance money paid for each injured or deceased person is ¥15 million in any case.

c. Personal accident insurance for damage caused by non-insured

This insurance covers damage inflicted in a car accident caused through the fault of an uninsured car. Insurance money will be paid to the insured if the insured is entitled to make legal claim for damage suffered by the insured or additional insured, as indicated in the policy (irrespective of whether or not they were in the insured car at the time of the accident) or any passenger in the insured car, resulting from a death or aftereffect caused by the car accident, but cannot recover appropriate compensation because the car at fault in the accident is not covered by bodily injury liability insurance. The maximum insurance money paid for each injured or deceased person is ¥200 million if limitless coverage is stipulated in the automobile bodily injury liability insurance maintained by the insured, or the amount equal to the definite coverage amount set in the automobile bodily injury liability insurance maintained by the insured.

d. Automobile property damage liability insurance

Insurance money is paid under this policy if the insured inflicted damage to any property of any other person in a car accident and is legally liable for such damage.

e. Passengers' personal accident insurance

Insurance money is paid under this policy if any passenger in the insured car dies or is injured in a car accident involving the insured car.

f. Automobile physical damage insurance

Insurance money is paid under this policy if the insured car is damaged or lost in a collision, scraping, fire, theft, typhoon, flood, high tide or any other accident.

2) Aviation insurance

The term "aviation insurance" collectively refers to all kinds of insurance policies covering various risks incurred relating to aircraft and transportation by air.

They are classified into the following categories according to coverage:

a. Property insurance (for aircraft bodies or cargo transported by air)

b. Insurance covering liability for damage to others (passengers and third parties)

- c. Insurance covering passenger injury or death
- d. Insurance covering cost of search and rescue in case of aircraft accidents

3) Boiler and machinery insurance

This insurance covers risks inherent in machinery. Operating machines have inherent risks beside fire, such as misoperation by the operator (operation risk), electric accident and defect in fabrication or materials (manufacturer risk). Damages caused by these risks are not covered by fire insurance, excepting fire, lightning, burst and explosion. Machinery insurance therefore covers these risks inherent to machinery, together with risk of fire, to compensate for damages caused by accident as well as the cost of restoring damaged machinery to its original state.

The cost of restoration paid under this insurance includes not only cost of materials as property damage but also labor cost, dismantling cost, fabrication cost, transportation cost and other costs necessary for restoration.

4) Movables comprehensive insurance

This insurance covers almost all risks (such as fire, theft, damage and transportation) to almost all movable properties including commodities, furniture and fixtures, cash and machines, irrespective of place of accident. (However, automobiles, vessels, aircraft and fixed machinery are excluded from coverage by this insurance because there are other insurance policies specifically designed for these properties.)

Participants in the exposition and the Association are required to take out “Movables Comprehensive Insurance for Exhibits and Fine Arts.”

5) Marine cargo insurance

Marine insurance is classified into two major categories: marine cargo insurance and hull insurance. Marine cargo insurance literally covers comprehensive damage caused by marine risks such as sinking, stranding, fire and explosion, to cargo transported by sea. The coverage period of this type insurance is generally one voyage (generally one year for hull insurance). However, because transportation of cargo usually starts and ends in land transportation, marine insurance, in many cases, also covers risks related to land transportation before and after the marine transportation concerned, for example, by stipulating “coverage from the shipping warehouse to the receiving warehouse.”

6) Transit insurance

This insurance covers in-transit damage to machinery, foods and other cargo due to accident, theft, loss or other causes incident to the transporting media (trucks, freight cars, ferry boats, aircraft etc.).

An owner who entrusts transportation of a cargo to a forwarding agent can claim damage from the forwarding agent if the cargo is damaged during transportation. However, the owner can feel more secure by maintaining insurance against the possible inability of the forwarding agent to make such payment. On the other hand, the forwarding agent should also take out this insurance to prepare for offsetting liability for damage caused by possible accidents. To ensure the security of cargo during transportation, the owner of the cargo should therefore take out transit insurance directly for his cargo, or the forwarding agent should take out insurance naming the owner as the beneficiary (insured).

7) Burglary insurance

This literally covers risk of burglary. Direct loss or damage (including spoilage) caused by burglary or theft of property installed or stored in the insured premises will be compensated. Properties covered by this insurance include household articles and commodities maintained in households, commodities, consigned goods, materials, products, equipment,

supplies etc. stored in offices, warehouse and plants. However, because the value and current balance of noble metals, jewelry, art objects, cash etc. is difficult to determine, careful consideration should be given when taking up burglary insurance for such items.

8) Glass insurance

This insurance covers damage caused by accident to glass installed in buildings, equipment or fixtures. Properties covered by this insurance include glass generally affixed to buildings (such as show windows and mirrors) and glass installed in attached structures of buildings (such as doors and showcases).

9) Bond insurance

Bond insurance includes bid bond insurance, performance bond insurance and other types of bond insurance.

Under bid bond insurance, insurance will be paid if the insured suffers damage in connection with the conclusion of a contract by the insured (the offerer of a bid) with any person other than the successful bidder due to the failure of the successful bidder to conclude a contract.

Under performance bond insurance, insurance will be paid in the event that the insured (as a person who placed an order) suffers damage caused by failure of the person who accepted such order to fulfill the obligations under the contract or purchase agreement executed for such order.

10) Fidelity insurance

One example of fidelity insurance is fidelity credit insurance.

Under fidelity credit insurance, insurance will be paid if the insured (as an employer) suffers damage due to dishonest acts (such as theft, burglary, fraud, embezzlement or malpractice) by his employees, whether conducted individually or in conspiracy.

11) Personal accident insurance

Personal accident insurance compensates for damage to the insured who suffers injury, death, aftereffect or hospitalization, or who receives outpatient medical treatment as a result of abrupt and external accident, by paying benefits according to the level of damage and to the extent predetermined under the insurance contract.

There are several types of personal accident insurance, such as ordinary personal accident insurance, traffic personal accident insurance and overseas travelers' personal accident insurance. The proper type of insurance should be selected, depending on the coverage needed. Ordinary accident insurance covers various types of personal injury accidents both inside and outside Japan, irrespective of whether or not such accidents occur during performance of a job. Traffic personal accident insurance covers personal injuries caused by traffic accidents within Japan. Overseas travelers' personal accident insurance is a time policy that covers personal injuries during travel, from departure from home to return home.

12) Workman's comprehensive insurance (excess of mandatory coverage)

This insurance is taken out by employers as complementary compensation for the death or disability of an employee as a result of occupational accident or illness, in addition to the benefit paid under the mandatory workman's compensation insurance.

Although a benefit will be paid under the mandatory workman's compensation insurance, the settlement money agreed with the disabled employee or the bereaved family is rarely covered by such benefit. The portion exceeding the benefit paid under the mandatory insurance will be covered by this insurance.