

**The 2005 World Exposition, Aichi, Japan**  
**“Expo 2005 Aichi”**

**Guidelines for Comprehensive Liability Insurance**

The Japan Association for the 2005 World Exposition

THE TOKIO MARINE AND FIRE INSURANCE CO., LTD.  
(Managing Insurer)

## Introduction

The 2005 World Exposition, Aichi, Japan (hereinafter to be referred to as 'the Exhibition') is being planned and managed as a national project, involving not only official participants but also many other non-official participants, commercial participants, and construction, building and assembly contractors. In addition to this, the period during which the Exhibition is to be open will see significant numbers of visitors to the Exhibition, assembling not only from within Japan but also the rest of the world.

For this reason, while there is every need to ensure that accident prevention and responses are particularly given priority and set in place in an appropriate manner, there is also the need to ensure appropriate and comprehensive insurance cover.

Consequently the Japan Association for the 2005 World Exposition (hereinafter referred to as 'the Organizer') has laid out requirements for both the Organizer and all other participants to take out Comprehensive Liability Insurance under the terms of the General Regulations and the Special Regulation No. 8 concerning insurance (hereinafter referred to as the 'Special Regulation').

The Organizer has already entered into a contract for Comprehensive Liability Insurance under the terms of these regulations.

All costs relating to the payment of premiums for Comprehensive Liability Insurance are to be met by the insured party (the participant). This is due to the fact that the Organizer believes it to be in the economic interest of participants to cover themselves as far as possible for any financial loss that may arise as the result of accident, due to the significant numbers of visitors expected to attend the Exhibition and the subsequent requirement for concentrated amounts of construction work at the site, using insurance.

Due to the fact that the occurrence of such conditions would lead to difficulties in preparations for and the operation of the Exhibition, the participants, in the event of an accident, shall not exercise the right to compensation claim against the Organizer or its personnel, or another participant or its personnel with respect to any accident, unless such accident is caused by willful act or gross negligence. (Article 6 of Special Regulation.)

-Attention-

This document does not modify or add to any terms of the Comprehensive Liability. The insurance companies who underwrite the Comprehensive Public Liability insurance are not bound to the contents of this document. General Conditions, Special Conditions and Endorsements attached to the policy are applicable. General conditions will be distributed around spring 2004.

## Scope of Insured Parties

The major insured parties are as shown below.

- [1] The Organizer and its directors
- [2] Official participating countries and international organizations
- [3] Non-official participants, commercial participants and those involved in special events
- [4] Contractors requested to provide construction work
- [5] Parties working for any of the insured parties listed above, etc.

\* Official participants are required to ensure that all construction companies contracted to provide building or assembly work are covered by Comprehensive Liability Insurance.

## General descriptions about coverage

The insured is to provide compensation in any case where a defect or lack of management attention in the facilities it owns, uses or manages on the Exhibition site leads to an accident. Compensation is to be provided by the participant, according to the relevant laws and regulations, for physical damage done to any third party or damage to property, as well as in any case where an item sold by the insured to a visitor to the Exhibition site causes physical damage to said visitor.

(Examples of main accident types)

- Bodily injury sustained by a third party as a result of an iron girder falling from an exhibit due to insufficient care taken by building contractors during the construction phase.
- Bodily injury or damage to clothing or personal effects sustained by a visitor to the Exhibition as a result of an exhibit falling on them while visiting the Exhibition, due to the result that it has not been properly fixed.
- Food poisoning sustained by a visitor to the Exhibition as a result of eating in one of the restaurants open on the site.

## Scope within which compensation to be paid and limit of indemnity

- [1] Limit of indemnity payment due by insured party to injured party, per incidence:  
10 billion yen (10,000,000,000 yen)
- [2] Payment of legal expenses, made based on a written agreement between the insured and the insurer:  
full cost of expenses in the case where indemnity in ①) above is within 10 billion yen.
- [3] Payment of expenses relating to requests from the insurer to the insured for cooperation: full cost of expenses.

## Major uninsured liabilities

- [1] Liability for compensation caused by motor vehicles or motorized cycles
- [2] Liability for compensation caused by marine vessels outside the Exhibition site
- [3] Liability for compensation caused by aircraft
- [4] Liability for compensation relating to bodily injury incurred by a person working for the insured or any party subcontracted by the insured during the course of their work for the insured party
- [5] Liability for compensation arising from damage to the property of a third party that is in the possession of the insured
- [6] Liability for compensation arising from smoke, odor, steam, gas, oil, waste fluid or other polluting substances being emitted, released or leaking from an exhibit. Liability may be accepted, however, in sudden and accidental cases.
- [7] Liability for compensation arising from a defect in any product manufactured, sold and/or distributed by the insured, or in any activity implemented by the insured, which results in damage to the product itself or objective of the activity in question
- [8] Liability for compensation arising from a defect in design, which results in damage to the designed item in question or an item attached to or integrated with it
- [9] Liability for compensation resulting from the willful or gross negligence of the insured or any legal representative of the insured
- [10] Liability for compensation arising from war, civil war or insurrection
- [11] Liability for compensation arising from earthquakes, volcanic activity or tidal wave

## Period of insurance

The period during which insurance is to be provided in respect to official participants is to be the period between the date of participants accepting the handover of facilities from the Organizer and the date on which they return such facilities to the Organizer.

## Region in which insurance is applicable

This insurance is to be applicable only within the Exhibition site. Where prior agreement has been obtained from the insurer, however, the scope of the insurance may be extended to cover accidents happening outside the Exhibition site.

## Payment of insurance premiums

The payment of insurance premiums for public liability insurance is to be the responsibility of the insured parties (official participants/construction contractors, etc.), as determined by the regulations imposed by the Organizer.

\* Details regarding insurance premiums (cost, payment methods, etc.) are not confirmed at the time of writing. Information will be made available regarding this in a separate document to be distributed in Spring 2004.

### Explanation of Coinsurance Policy

This insurance policy is a coinsurance type policy underwritten by the following 17 insurance companies, each of which has undertaken to bear individual, non-joint responsibility for the proportion of the contract it guarantees. Tokyo Marine and Fire Insurance Co., Ltd. is the managing insurer for this project, and will take payment of insurance premiums, as well as issue insurance documents, handle compensation payments and engage in other related administration and operations, as a representative and on behalf of the other companies.

The policyholder must understand that if any underwriter goes bankrupt, the insurance money or cancellation refund may be reduced depending on the loss status of the bankrupted insurer. Payment of insurance money or cancellation refund may also be suspended temporarily.

Insurance Company
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.