

General and Special Clauses and Special Conditions
of the Comprehensive General Liability Insurance for the 2005 World
Exposition, Aichi, Japan

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

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General Clauses of **Comprehensive General Liability Insurance**

Article 1 (Scope of obligation)

The Insurer shall pay a claim for damage suffered by the insured who is held as legally liable for injury to any third party (including death resulting from such injury) or loss of or destruction or taint damage to properties (hereinafter “Property Damage”).

Article 2 (Scope of damage, and coverage limit)

1. Damage to be indemnified for by the Insurer shall be limited to payments made by or on behalf of the insured to inflicted parties as compensation for damage (excluding the value of any thing obtained in subrogation through the payment of any insurance claim, if any) and costs stipulated in Article 12 (Payment of costs).
2. Except the costs stipulated in Paragraphs 2 and 3 of Article 12 (Payment of costs), the amount to be indemnified for by the Insurer shall be limited to the amount of the coverage limit stipulated in the insurance policy.
3. Except the costs stipulated in Paragraphs 2 and 3 of Article 12 (Payment of costs), the Insurer shall pay a claim only for damage exceeding the “deductible amount” per occurrence stipulated in the insurance policy and only for the portion exceeding such deductible amount.

Article 3 (Commencement and end of obligation)

1. The insurance term shall commence at 4:00 p.m. of the first day of the term (or any other time specified in the insurance policy) and end at 4:00 p.m. of the last day of the term.
2. Notwithstanding the foregoing, the Insurer shall not pay a claim for any damage caused by an event insured against that has occurred during the term but before the receipt of the insurance premium required by the Insurer.

Article 4 (Disclosure obligation)

1. If the policyholder, the insured, or the representative thereof, intentionally or by gross negligence, makes false representation of, or does not disclose, any matter that he/she knows regarding important information specified in the insurance application form, the Insurer may terminate the insurance contract by written notice to the policyholder delivered to the address of the policyholder specified in the insurance policy.
2. The provision in the Paragraph above shall not apply in the following cases:
 - (1) if such matter that was not disclosed or was represented falsely has been removed or disappeared;
 - (2) if the Insurer was aware of, or was not aware of by negligence, such omission of disclosure or false representation at the time of the execution of the insurance contract;
 - (3) if the policyholder, the insured or the representative thereof requests in writing the correction of important information stated in the insurance application form before occurrence of any event insured against, and if the Insurer accepts such request of correction; provided that the Insurer accepts such request of correction only if the Insurer judges that it would have concluded the insurance contract if the policyholder, the insured or the representative thereof disclosed the correct information in question at the time of the execution of the contract; or
 - (4) if the Insurer has not terminated the insurance contract for thirty days after it became aware of such omission of disclosure or false representation referred to in the preceding Paragraph.
3. The Insurer shall not pay a claim for any damage caused by an event insured against that occurred before the termination according to Paragraph 1 of this Article. Notwithstanding the provision in Article 19 (Effect of insurance contract termination), the Insurer may demand return of any insurance money paid for such damage, if any.

Article 5 (Exemption from coverage)

The Insurer shall not pay a claim for any damage, direct, indirect or incidental, caused by any of the following reasons:

- (1) Willful act of the policyholder or the insured,
- (2) War (whether declared or not), riot, rebellion, civil disorder or labor dispute, or
- (3) Earthquake, volcanic activity, flood, tsunami or any other natural disaster

Article 6 (Exemption from coverage)

Unless otherwise specified in special clauses that may be incorporated into this insurance contract, the Insurer shall not pay a claim for any damage, direct, indirect or incidental, incurred by the insured as a result of assuming any of the following liabilities:

- (1) Weighted liability for any damage assumed in accordance with a special agreement between such insured person and any other party,
- (2) Liability assumed by such insured person for a person having a legal interest in a property, for any Property Damage to such property owned, used or managed by the insured,
- (3) Liability for any damage incurred by any family member living with such insured,
- (4) Liability for any damage resulting from bodily disability incurred by any employee of the insured during the performance of business operation for the insured; or
- (5) Liability for any damage resulting from drainage or exhaust gas (including smoke)

Article 7 (Investigation)

1. The insured shall at all time take necessary actions to prevent occurrence of an event insured against.
2. The Insurer may, at any time during the term of the insurance policy, investigate the status of the preventive actions referred to in the preceding Paragraph of this Agreement, and may request the insured to improve any imperfection in such preventive actions.

Article 8 (Notice of change)

1. When any change occurs to any information stated in the insurance application form or the insurance policy after the execution of the insurance contract (excluding execution of any insurance contract overlapping this insurance contract (regardless of the name of such insurance, the same shall apply hereinafter)), the policyholder or the insured shall promptly notify to the Insurer such change in writing in advance if such change arises due to a cause attributable to the policyholder or the insured person, or after becoming aware of such change if such change arises due to a cause not attributable to the policyholder or the insured, and shall request endorsement of approval on the insurance policy. The provision in this Paragraph shall not apply after such change is removed or disappears.
2. If the policyholder or the insured fails to take the action specified in Paragraph 1 of this Article, the Insurer shall not pay a claim for any damage caused by an event insured against that has occurred during the period on and after occurrence of, or the policyholder's or the insured person's becoming aware of, such change until the receipt by the Insurer of a request for endorsement of approval referred to in Paragraph 1 of this Article. The provision in this Paragraph shall not apply if the Insurer judges that the premium after such change will not become higher than that before the change.

Article 9 (Notice of overlapping insurance)

1. If any other insurance contract overlapping this insurance is executed after the execution of this insurance contract, the policyholder or the insured shall promptly notify to the Insurer such overlapping insurance in writing in advance if execution of such overlapping insurance arises due to a cause attributable to the policyholder or the insured, or after becoming aware of execution of such overlapping insurance if such execution arises due to a cause not attributable to the policyholder or the insured, and request endorsement of approval on the insurance policy. The provision in this Paragraph shall not apply after such overlapping insurance is removed or disappears.
2. If the policyholder or the insured person fails to take the action specified in Paragraph 1 of this Article, the Insurer shall not pay a claim for any damage caused by an event insured against that has occurred during the period on and after execution of, or the policyholder's or the insured person's becoming aware of, such overlapping insurance until the receipt by the Insurer of a request for endorsement of approval referred to in Paragraph 1 of this Article.

Article 10 (Occurrence of an event insured against)

1. Upon becoming aware of occurrence of an event insured against or an accident that may result in an event insured against (referred to as an "Event" in this Article), the policyholder or the insured shall:
 - (1) promptly notify the Insurer in writing the date and time and place of the occurrence of the Event, the name and address of inflicted persons, the conditions of the Event, and the name and address of witnesses of the Event, if any; and if any claim has been alleged, the detail of such claim;
 - (2) take all necessary measures to ensure protection and exercise of any right to recover compensation for damage from any other person, or take any other necessary measures to prevent or reduce any such damage,
 - (3) not accept any part or all of any liability for damage, without prior consent of the Insurer, provided, however, that the provision in this Paragraph does not apply for first-aid treatment, escort, or any other emergency measures, or
 - (4) immediately notify the Insurer if it intends to institute a lawsuit or if a lawsuit has been instituted against it, in connection with liability for damage.
2. The Insurer shall not pay a claim for any damage if the policyholder or the insured breaches its obligation under Paragraph 1. (1) or 1. (4) of this Article with no due cause.
3. If the policyholder or the insured breaches its obligation under Paragraph 1. (2) of this Article with no due cause, the Insurer shall deduct from the insurance money the amount of damage that, in its opinion, could have been avoided or reduced.
4. If the policyholder or the insured breaches its obligation under Paragraph 1. (3) of this Article with no due cause, the Insurer shall deduct from the insurance money the amount of damage for which, in its opinion, the Insurer has no liability.

Article 11 (Special rule for handling of events insured against)

1. If it deems necessary, the Insurer may settle, for and on behalf of the insured, a claim asserted by any inflicted person, at its own expense, and the insured shall cooperate with the Insurer in seeking such settlement, at the request by the Insurer.
2. The Insurer shall not pay a claim for any damage if the insured does not provide the cooperation specified in Paragraph 1 of this Article with no due cause.

Article 12 (Payment of costs)

1. The Insurer shall pay the following costs expended by the policyholder or the insured:
 - (1) Necessary or useful costs expended in connection with Paragraph 1. (2) of Article 10 (Occurrence of an event insured against),

- (2) When an accident has occurred which may result in an event insured against, if the policyholder or the insured took measures deemed necessary or useful for preventing or reducing damage, and subsequently it was ascertained that the policyholder or the insured had no liability for the damage, the Insurer shall indemnify for costs and expenses expended by the policyholder or the insured to the extent that they were expended for first-aid treatment, escort, or any other emergency measures taken, or any other expenses expended upon prior written consent of the Insurer, to prevent or reduce the damage.
2. The Insurer shall indemnify for all the costs and expenses expended by the insured upon prior written consent of the Insurer in connection with any lawsuit relating to liability for damage; provided however that if the damage (excluding the costs and expenses specified in this Article) incurred exceeds the coverage limit specified in the insurance policy, the Insurer shall indemnify for a proportionate part of such costs and expenses calculated based on the proportion of the coverage limit to such actual damage incurred.
3. The Insurer shall indemnify for all direct costs and expenses expended by the insured for the provision of the cooperation as specified in Paragraph 1 of Article 11 upon the request by the Insurer.

Article 13 (Adjustment of premium)

1. In a case where the premium is determined based on a percentage of wages, the number of guests, receipt money, sales revenues or any other factor, the policyholder shall promptly submit data necessary for calculating the final premium amount after the expiration or termination of the insurance term.
2. At any time during and for one year after the insurance term, the Insurer shall be entitled to examine relevant documents and records of the policyholder or the insured that are deemed by the Insurer necessary for determining the final premium amount.
3. Any difference between the final premium amount determined based on the data as referred to in Paragraphs 1 and 2 above (or the minimum premium specified by the Insurer if such determined amount is lower than the minimum premium) and the premium amount already received shall be collected or returned by the Insurer, as the case may be.
4. For the purpose of this insurance contract, the terms “wages,” “the number of guests,” “receipt money” and “sales revenues” shall have the following meanings:
 - (1) “Wages”: mean the aggregate amount payable by the insured to its employees as compensation for business operations specified in the insurance policy performed by such employees during the insurance term, paid in whatever name.
 - (2) “The number of guests”: means the total number of people who were admitted, whether with or without admission fee, into the facility specified in the insurance policy during the insurance term, excluding family members living with the insured and employees who were engaged in the business operation of the insured.
 - (3) “Receipt money”: means the aggregate amount (including taxes) receivable by the insured in connection with the business operation specified in the insurance policy during the insurance term.
 - (4) “Sales revenues”: mean the aggregate amount (including taxes) received by the insured for all goods sold by the insured during the insurance term.

Article 14 (Invalidity of insurance contract)

If any of the following facts existed at the time of the execution of the contract, this insurance contract shall become invalid *ab initio*.

- (1) The policyholder, the insured or the representative thereof has defrauded in connection with the execution of the insurance contract;
- (2) The policyholder or the insured was aware that an event insured against by the Insurer, or a cause that would result in an event insured against, had already occurred; or
- (3) The policyholder or its representative did not state in the insurance application form that the policyholder was executing the insurance contract on behalf of any other person.

Article 15 (Termination of insurance contract)

The Insurer may terminate this insurance contract, by written notice to the policyholder delivered to the address of the policyholder specified in the policy in any of the following cases:

- (1) The insured does not respond to the request specified in Paragraph 2 of Article 7 (Investigation) with no due cause;
 - (2) The Insurer deems that risk has increased significantly, judging from the notice received in accordance with Paragraph 1 of Article 8 (Notice of change);
 - (3) A notice is given in accordance with Paragraph 1 of Article 9 (Notice of overlapping insurance); or
 - (4) The policyholder, the insured or the representative thereof has defrauded in connection with an insurance claim.
2. The policyholder may terminate the insurance contract, by written notice to the Insurer.
 3. The right of termination by the Insurer in accordance with Paragraph 1. (2) or 1. (3) of this Article shall lapse if not exercised within 30 days from the receipt of such notice.

Article 16 (Additional collection or refund of premium - upon approval of notified matters)

1. If it becomes necessary to increase or decrease the premium amount upon the approval of a fact notified in accordance with Paragraph 2. (3) of Article 4 (Disclosure obligation) or Paragraph 1 of Article 8 (Notice of change), the Insurer may refund an excess premium amount or collect an additional premium amount in accordance with its own rules.
2. If the policyholder fails to pay such additional premium charged by the Insurer in accordance with Paragraph 1 of this Article, the Insurer shall not pay a claim for any damage caused by an event insured against that occurred before the receipt of such additional premium.

Article 17 (Refund of premium - upon invalidity or forfeiture of insurance contract)

1. The Insurer shall not refund any part of the premium received if the insurance contract becomes invalid *ab initio* or forfeited due to a willful act or gross negligence of the policyholder, the insured or the representative thereof.
2. If this insurance contract becomes invalid or forfeited due to a cause not attributable to a willful act or gross negligence of the policyholder, the insured or the representative thereof, the Insurer shall refund all of the premium received to the policyholder in the case of invalidity, or a portion of the premium received for the period not elapsed calculated on a daily basis in the case of forfeiture.
3. Notwithstanding the provision in the preceding Paragraph, if an insurance contract for which the premium is determined based on a percentage of wages, the number of guests, receipt money, sales revenues and any other factor becomes forfeited due to a cause not attributable to a willful act or gross negligence of the policyholder, the insured or the representative thereof, the premium shall be adjusted in accordance with the provision in Paragraph 3 of Article 13 (Adjustment of premium), provided, however, that such adjustment shall be made with no regard to the minimum premium.

Article 18 (Refund of premium - upon termination of insurance contract)

1. The Insurer shall not refund any part of the premium received if this insurance contract is terminated by the Insurer in accordance with Paragraph 1 of Article 4 (Disclosure obligation).
2. If this insurance contract is terminated by the Insurer in accordance with Paragraph 1 of Article 15 (Termination of insurance contract), the Insurer shall refund to the policyholder a portion of the premium received for the period not elapsed calculated on a daily basis; provided, however, that no premium received shall be refunded if any event that is insured against has occurred during the elapsed period.
3. If the policyholder terminates this insurance contract in accordance with Paragraph 2 of Article 15 (Termination of insurance contract), the Insurer shall refund to the policyholder the premium received after deducting the portion of the premium elapsed calculated using a short-term premium rate; provided, however, that no premium received shall be refunded if any event that is insured against has occurred during the elapsed period.

4. Notwithstanding the provisions in Paragraphs 2 and 3 above, if the Insurer or the policyholder terminates an insurance contract for which the premium is determined based on a percentage of wages, the number of guests, receipt money, sales revenues and any other factor in accordance with the provisions in Article 15 (Termination of insurance contract), the premium shall be adjusted in accordance with the provision in Paragraph 3 of Article 13 (Adjustment of premium); provided, however, that no premium received shall be refunded if any event that is insured against has occurred during the elapsed period.

Article 19 (Effect of termination of insurance contract)

Termination of the insurance contract shall have effect only on the future.

Article 20 (Insurance claim)

1. To receive insurance for a damage under this insurance contract, the insured must submit to the Insurer an insurance claim together with the insurance policy and documents evidencing the damage, within 30 days from the day the damage becomes definite, or within any other period approved by the Insurer in writing.
2. In addition to the documents specified above, the insured must submit any other documents necessary for assessing the damage as requested by the Insurer.
3. If the insured intentionally has made any false statement or has hidden any fact on the documents referred to in Paragraphs 1 and 2 above, or if the insured breaches the obligations in Paragraphs 1 and 2 above, the Insurer shall not pay insurance money for the claimed damage.

Article 21 (Payment of insurance money)

The Insurer shall pay insurance money within 30 days from the receipt of the insurance claim referred to in Article 20. If the investigation on the event has not been completed within such 30-day period, the insurance money shall be paid promptly after the investigation is completed.

Article 22 (Apportionment of insurance money)

If the policyholder maintains any other insurance policy overlapping with this insurance contract, and if the sum of insurance moneys receivable from respective insurance contracts, assuming that each contract is the only insurance held by the policyholder, exceeds the value of the damage, the insurance money paid by the Insurer shall be adjusted based on the ratio of the insurance money payable under this insurance contract to such sum of all insurance moneys.

Article 23 (Arbitration)

1. If any dispute arises between the insured and the Insurer regarding the insurance money determined by the Insurer, the dispute shall be referred to the decision of two assessors, each being appointed in writing by each of the disputing parties. If the assessors do not agree on the amount of insurance money, an arbitrator appointed by such assessors shall determine the amount.
2. Each disputing party shall bear the cost relating to the assessor he/she appointed (including the assessor's fee), and any other costs and expenses incurred for the settlement of the dispute (including the arbitrator's fee) shall be borne equally by both disputing parties.

Article 24 (Subrogation)

1. If the Insurer has paid a claim for damage for which the insured has the right to recover from any other person, the right to recover the damage from such other person shall be transferred from the insured to the Insurer to the extent of such insurance claim paid by the Insurer, and to the extent not to impair the insured person's rights.
2. Upon receipt of insurance money, the policyholder or the insured shall promptly submit to the Insurer all documents necessary for the Insurer to exercise such subrogation right stipulated in Paragraph 1 above.

Article 25 (Governing law)

Any matters not provided for in these insurance clauses are governed by the laws of Japan.

Special Clauses for Facility Owner (Manager)

Article 1 (Scope of Insurer's obligation)

Damage covered by the Insurer in accordance with Article 1 (Scope of obligation) of the General Clauses of Comprehensive General Liability Insurance shall be limited to damage arising from a cause attributable to any real property or movable property owned, used or managed by the insured (hereinafter the "Facility") or resulting from the performance of activities specified in the insurance policy (hereinafter the "Activities") in connection with the use of the Facility.

Article 2 (Exemption from coverage)

The Insurer shall not pay a claim for any damage, direct, indirect or incidental, caused by any of the following reasons:

- (1) Property Damage caused by leakage or spillover of steam or water from water supplying/draining pipes, heating/air-conditioning systems, humidity regulators, hydrants, commercial or residential apparatus, or leakage or spillover of any material from sprinklers; or
- (2) Property Damage caused by rain, snow, etc. intruding through roofs, doors, windows, vents or any other route

Article 3 (Exemption from coverage)

The Insurer shall not pay a claim for any damage incurred by the insured as a result of assuming any of the following liabilities for damage:

- (1) Liability for damage resulting from repair, remodeling, demolition or any other construction work of the Facility,
- (2) Liability for damage resulting from ownership, use or management of an aircraft, elevator or automobile, or a ship or vehicle (excluding vehicles driven only by man-power) outside the Facility, or an animal,
- (3) Liability for damage resulting from goods, foods or drinks of which ownership has been transferred from the insured to other persons, or other properties brought outside the Facility of which ownership has been transferred from the insured to other persons; or
- (4) Liability for damage resulting from the results of the Activities after completion (or delivery of the results of the Activities if such delivery is required) or abandonment of the Activities (machines, equipment or materials left or abandoned by the insured on the site of the Activities shall not be deemed the results of the Activities)

Article 4 (Relationship with the general insurance clauses)

Any matters not provided for in these Special Clauses shall be dealt with in accordance with the provisions in the General Clauses of the Comprehensive General Liability Insurance, to the extent not contrary to provisions in these Special Clauses.

Additional Special Conditions for the 2005 World Exposition, Aichi, Japan

Article 1 (Scope of Insurer's obligation)

Notwithstanding the provision in Article 1 (Scope of Insurer's obligation) of the Special Clauses for Facility Owner (Manager) (hereinafter "Special Clauses"), damage covered by the Insurer in accordance with Article 1 (Scope of obligation) of the General Clauses of Comprehensive General Liability Insurance (hereinafter "General Clauses") shall be limited to damage arising from a cause attributable to facilities owned, used or managed by the insured within the applicable area for the purpose of the 2005 World Exposition, Aichi, Japan, or resulting from the Activities or operations performed by the insured within such area.

Article 2 (Applicable area)

This insurance contract shall apply to the following area:

- (1) Whole area of the world for the named insured designated in the insurance policy, or
- (2) The site for the 2005 World Exposition, Aichi, Japan for the additional insured designated in the insurance policy (including the site during construction, hereinafter referred to as the "Site"), provided, however, that, the whole area of the world shall be the applicable area for certain activities specifically directed by the Japan Association for the 2005 World Exposition and approved by the Insurer.

Article 3 (Definition of one occurrence of event and coverage limit)

1. A series of events resulting from the same cause shall be deemed one occurrence of an event even if they occur in different times or in different places.
2. If two or more insured persons incur damage as a result of an occurrence of an event, the combined insurance moneys paid by the Insurer for such insured persons shall not exceed the coverage limit specified in the insurance policy, except costs and expenses stipulated in Paragraphs 2 and 3 of Article 12 (Payment of costs) of the General Clauses.

Article 4 (Commencement and end of insurance obligation)

1. Notwithstanding the provision in Paragraph 1 of Article 3 (Commencement and end of obligation) of the General Clauses, the insurance obligation of the Insurer shall commence at 0:00 a.m. of the first day of the insurance term specified in the insurance policy (referred to as the "insurance term" in this Article) and end at 12:00 p.m. of the last day of the term.
2. The times referred to in the Paragraph above are based on Japanese Central Standard Time.

Article 5 (Non-application of exemption clauses)

The Insurer shall not apply the provisions in Article 5 (Exemption from coverage) and Article 6 (Exemption from coverage) of the General Clauses, and Article 2 (Exemption from coverage) of the Special Clauses for an insurance contract into which these Additional Special Conditions are incorporated.

Article 6 (Exemption from coverage)

The Insurer shall not pay a claim for any damage incurred by the insured as a result of assuming any of the following liabilities for damage:

- (1) Liability for damage arising from a cause attributable to any automobile or motorized two-wheeled vehicle (hereinafter "Automobile") owned or used by the insured, excluding liability for damage attributable to any automobile displayed as an exhibit, any automobile operated within the Site having no registration number, fleet number, identification number or any other number legally required, People Mover Tram and IMTS operated within the Site,
- (2) Liability for damage arising from a cause attributable to any vessel outside the Site,
- (3) Liability for damage arising from a cause attributable to any aircraft, excluding liability for damage arising from a cause attributable to any aircraft displayed as exhibits on the ground,

- (4) Weighted liability for any damage assumed in accordance with a special agreement between the insured and any third party, except those approved by the Insurer by its endorsement on the insurance contract,
 - (5) Liability for damage resulting from physical disability suffered by any employee of the insured or any employee of any subcontractor hired by the insured during performance of operations (including subcontracted operations) for the insured,
 - (6) Liability for damage assumed by the insured for a person having a legal interest in a property, for any damage to such property owned, used or managed by the insured,
 - (7) Liability for damage resulting from discharge, outflow, leakage or spillover of smoke, dust, dirt, soot, odor, steam, gas, oil, waste fluid or other polluting substances, excluding liability for damage resulting from discharge, outflow, leakage or spillover thereof caused by abrupt and emergent accident,
 - (8) Liability for damage arising from defect in any goods manufactured, sold and/or distributed by the insured, or in any Activities performed by the insured, which results in damage to such goods or the results of such Activities; or
 - (9) Liability for damage arising from defect in design, which results in damage to such designed items or any other item attached to or integrated with such designed items
2. The Insurer shall not pay a claim money for any damage caused by any of the following reasons (including damages that would have not been caused or expanded if there were not such reason):
 - (1) Willful act or gross negligence of the insured or his/her legal representative (or a director or any other executive function if the insured is a corporation),
 - (2) War, reprisal by a foreign country, revolution, government takeover, civil war, armed rebellion, and any other similar incident or riot (defined as a critical state where peace and public order is significantly disturbed throughout the country or a specific region of the country by acts of mob or a group of numerous people),
 - (3) Earthquake, volcanic activity, or tsunami caused by such activity, or
 - (4) An accident involving radiation, explosion or any other harmful effect of a nuclear fuel material (including spent nuclear fuel, the same definition applies hereinafter) or a substance contaminated by a nuclear fuel material (including products generated by atomic fission)
 3. The Insurer shall not pay a claim for any damage resulting from bodily injury or property damage that has incurred during the term but before the receipt of the insurance premium.
 4. If any insured person of this insurance contract has not paid its insurance cost (its share of the insurance premium) notified by the Japan Association for the 2005 World Exposition by the designated date, this insurance contract shall not cover any damage suffered by such insured person and any other person who is engaged in the operation of the 2005 World Exposition, Aichi, Japan for such insured person before the completion of payment of such insurance cost.

Article 7 (No obligation of notifying overlapping insurance contract)

The Insurer shall not apply Article 9 (Notice of overlapping insurance contract) of the General Clauses for an insurance contract into which these Special Conditions are incorporated.

Article 8 (Termination of insurance contract)

1. This insurance contract may be terminated by the Insurer or the policyholder by a 90-day written notice to the other party.
2. Notwithstanding the provisions in Article 4 (Disclosure obligation) and Article 15 (Termination of insurance contract) of the General Clauses and the preceding paragraph of this Article, neither of the Insurer and the policyholder may terminate this insurance contract after 90 days before the first day of the exhibition period of the 2005 World Exposition, Aichi, Japan.

3. Termination of the insurance contract in accordance with Article 4 (Disclosure obligation) or Article 15 (Termination of insurance contract) of the General Clauses or in accordance with Paragraph 1 above shall have effect only on future.

Article 9 (Invalidity of insurance contract)

1. The Insurer shall not apply Article 14 (Invalidity of insurance contract) of the General Clauses for an insurance contract into which these Special Conditions are incorporated.
2. Notwithstanding the foregoing, this insurance contract becomes invalid *ab initio* if the policyholder or the representative thereof has defrauded in connection with the execution of the insurance contract.

Article 10 (No exercise of the right of indemnity against other insured persons)

The Insurer shall not exercise the right transferred from any insured person by subrogation in accordance with Article 24 (Subrogation) of the General Clauses against any other insured person unless the damage is caused by willful act or gross negligence of such other insured person.

Article 11 (Payment of a claim in the case that there is any other insurance contract)

If there is any other insurance contract which covers damage for which insurance money shall be paid under this insurance contract in accordance with this Chapter, the Insurer shall pay insurance money as if such other insurance contract is not maintained by the policyholder; provided, however, that if the sum of insurance moneys claimed by the insured under respective insurance contracts exceeds the value of the damage, the Insurer may demand the insured to return the excess portion out of the insurance money paid.

Article 12 (Cross obligation)

For the purpose of this insurance contract, subject to the provisions in the General Regulations and the SPECIAL REGULATIONS for the 2005 World Exposition, Aichi, Japan, the relationship among insured persons shall be deemed that of the relationship among third parties when the provisions in this Chapter are applied.

Article 13 (Competent court)

The parties to this insurance contract agree that any dispute related to this insurance contract shall be submitted to a competent court having jurisdiction over the district where the Exposition site is located or Tokyo.

Article 14 (Relationship with the general insurance clauses and other special clauses and conditions)

Any matters not provided for in these Special Conditions shall be handled in accordance with the provisions in the General Clauses and Special Clauses for Facility Owner (Manager) to the extent not contrary to provisions in these Special Conditions.

Special Conditions for Coverage of Accidents Involving Construction Vehicles within the Exhibition Site

Article 1

1. The vehicles listed below (hereinafter “Construction Vehicles”) operated within the construction site on the exhibition site of the 2005 World Exposition, Aichi, Japan (hereinafter the “Exhibition Site”) shall not be deemed automobiles exempted from the coverage in Paragraph 1 (1) of Article 6 (Exemption from coverage) of the Additional Special Conditions for the 2005 World Exposition, Aichi, Japan until the first day of the exhibition period of the 2005 World Exposition, Aichi, Japan.
2. The construction site referred to in Paragraph 1 above shall be defined as areas within the Exhibition Site where the insured conducts or causes to conduct construction or assembling works and where entry is limited to authorized parties.

Article 2

Notwithstanding the provision in Article 11 (Payment of a claim in the case that there is any other insurance contract) of the Additional Special Conditions for the 2005 World Exposition, Aichi, Japan, if the insured person maintains or required to maintain liability insurance policies for such Construction Vehicles under the Automobile Liability Security Law (including liability fraternal insurance policies, hereinafter “Motor Insurance”), or maintains any other automobile insurance contracts for the site and if a damage for which the Insurer shall pay insurance money under this insurance contract has occurred on such site by a cause attributable to the ownership, use or management of the Construction Vehicles referred to in the previous Article, the Insurer shall pay insurance money only if the damage exceeds the sum of all insurance moneys received under such Motor Insurance and other automobile insurance contracts and shall pay only the damage amount exceeding such sum.

Article 3

Any matters not provided for in these Special Conditions shall be handled in accordance with the provisions in the General Clauses of Comprehensive General Liability Insurance, Special Clauses for Facility Owner (Manager) and the Additional Special Conditions for the 2005 World Exposition, Aichi, Japan, to the extent not contrary to provisions in these Special Conditions.

<List of Construction Vehicles>

- (1) Bulldozer, Angledozer, tire bulldozer, scraper, motor grader, rake bulldozer, motor scraper, rotary scraper, road scraper (Carryall), road roller, and snow braw for snow removal,
- (2) Power shovel, dragline, clamshell, dragshovel, shovel car, all-purpose excavator, scoop mobile, rocker shovel, bucket loader, and shovel loader,
- (3) Portable compressor, portable conveyor, and dynamo automobile,
- (4) Concrete pump, wagon drill, forklift truck, and crane car,
- (5) Tractor towing any vehicle listed in (1) or (4), or tractor for land improvement or farming,
- (6) Turner rocker,
- (7) Concrete mixer car, mixer mobile, concrete agitator, ready mixed-concrete lorry and wood protective-finish vehicle, and
- (8) Any other vehicles similar to vehicles listed in (1) to (7) above, excluding dump trucks

Special Conditions for Professional Risk Exemption

The Insurer shall not pay a claim for any damage incurred by the insured as a result of assuming any legal liability for damage caused by any of the following activities performed by the insured or any of its employees or any other person aiding the operation of the insured, unless otherwise stipulated in any other special clauses to be incorporated into this insurance contract:

- (1) Medical treatment, easement and prevention of illness, medical examination and diagnosis, instruction of medical treatment methods, correction, attendance in childbirth, autopsy, creation and issuance of medical certificates, certificates of post mortem examination, prescriptions, and any other medical practice, or cosmetic surgery, medical abortion, and midwife practice or blood collecting, or any other act that could have harmful effect on a human body if not practiced by a medical practitioner or dentist,
- (2) Pharmacy or medication, or sales or provision of medicines, or
- (3) Acupuncture, moxibustion, massage, acupressure, or judo therapy

Special Conditions for Coverage of Initial Response Cost

Article 1 (Payment of Initial Response Costs)

In accordance with the provisions in these Special Conditions, if an event insured against under the General Clauses of the Comprehensive General Liability Insurance and the special clauses applicable to this insurance contract (including any other special conditions other than these special conditions incorporated into such special clauses) or an accident that is deemed to result in such event insured against occurred within Japan, and if such event or accident has resulted in bodily injury of any other person or damage to any property within Japan, the Insurer shall pay to the insured “initial response costs insurance money,” which shall be generally acceptable and reasonable costs and expenses expended by the insured for making any of the following initial responses in connection with such event (only to the extent that the amount and the purpose of such costs and expenses are generally acceptable and reasonable), but within the initial response cost coverage limit specified in the insurance policy:

- (1) Costs of keeping the scene of the event, cost of event investigation and record, cost of photographing, and cost of event cause investigation,
 - (2) Cost of clean-up of the event scene,
 - (3) Travel, lodging and other expenses necessary for dispatching employees of the insured to the scene of the event,
 - (4) Communication expenses,
 - (5) Solatium (including “koden [incense money]”) or the cost of a gift to the inflicted person suffering bodily disability caused by the event (injury, illness or aftereffect or death resulting from such event, the same definition shall apply hereinafter), or
 - (6) Any other similar cost or expense (excluding any money or cost of a gift given as a token of sympathy for any event not involving bodily disability)
2. The cost specified in Paragraph 1. (5) above shall not exceed 30,000 yen per occurrence or per disabled person.
 3. The Insurer shall pay such cost only if the cost exceeds the deductible amount per occurrence stipulated in the insurance policy and only for the portion exceeding such deductible amount.

Article 2 (Relationship with the general insurance clauses and other special clauses and conditions)

Any matters not provided for in these Special Conditions shall be handled in accordance with the provisions in the General Clauses of the Comprehensive General Liability Insurance and the Special Clauses into which these Special Conditions are incorporated, to the extent not contrary to provisions in these Special Conditions.

Special Conditions for Combined Coverage Limit for Personal Injury and Property Damage

Damage covered by the Insurer in accordance with Paragraphs 2 of Article 2 (Scope of damage, and coverage limit) of the General Clauses of Comprehensive General Liability Insurance (hereinafter "General Clauses"), excluding costs specified in Paragraphs 2 and 3 of Article 12 (Payment of cost) of the General Clauses, shall not exceed the coverage limit specified in the insurance policy per occurrence, combining all damages resulting from bodily injury and property damage.

Special Conditions for Installment of Premium (For the 2005 World Exposition, Aichi, Japan)

Article 1 (Installment of premium)

In accordance with these Special Conditions, the Insurer agrees that the policyholder pays the gross insurance premium for this insurance contract in installment as specified in the payment schedule below (hereinafter “premium installment”).

Article 2 (Payment method of premium installment)

1. The policyholder shall pay the first premium installment at the same time of the execution of this insurance contract, and shall pay each subsequent installment on the day designated in the payment schedule below (hereinafter the “Payment Day”).
2. If the policyholder fails to pay any subsequent premium installment by the Payment Day, this insurance contract shall be forfeited and lose effect on and after such Payment Day.

Article 3 (Occurrence of event before receipt of installment premium)

The Insurer shall not pay a claim for any damage caused by an event that has occurred during the term but before the receipt of the first premium installment.

Article 4 (Reinstatement of insurance contract)

If the policyholder applies for reinstatement of this insurance contract, attached with the required insurance premium, and if the Insurer accepts the application within one month after this insurance contract is forfeited in accordance with the provision in Paragraphs 2 of Article 2 (Payment method of premium installment), this insurance contract is deemed to have been effectively maintained, except that the Insurer shall not pay a claim for any damage incurred during the period from the forfeiture and the reinstatement of this insurance contract.

<Payment Schedule>

Payment time	Payment Day	Premium installment
First	October 17, 2002	¥9,603,720
Second	April 30, 2003	¥9,989,430
Third	October 31, 2003	¥86,174,330
Fourth	April 30, 2004	¥19,810,040
Fifth	October 31, 2004	¥3,055,820
Sixth	April 30, 2005	¥237,215,600
Seventh	October 31, 2005	¥5,983,410
Total		¥371,832,350

Special Conditions for Coinsurance

Article 1 (Several obligation)

This insurance contract is a coinsurance contract offered by the underwriters listed in the insurance policy (hereinafter the "Underwriters"). Each Underwriter will have rights and assume obligations severally (not jointly) for the respective insurance amount specified in the insurance policy or in proportion to its participation in this insurance.

Article 2 (Activities of Managing Insurer)

The insurance company designated by the policyholder as the Managing Insurer at the time of execution of this insurance contract shall conduct the following activities for and on behalf of all Underwriters:

- (1) Receipt of insurance application, and issuance and delivery of insurance policy and other documents,
- (2) Collection and receipt or refund of the premium,
- (3) Approval of modification in provisions in the insurance contract or termination of the insurance contract,
- (4) Receipt of documents relating to disclosure or notice in accordance with the provisions of the insurance contract, and approval of such disclosure or notice,
- (5) Receipt of documents relating to notice of transfer of insurance claim or any other right and approval of such transfer, receipt of documents relating to notice of imposition, transfer, or removal of or any other matter relating to the right of pledge such as insurance claim, and approval of such imposition, transfer or removal,
- (6) Issuance and delivery of written acknowledgment of change in insurance contract or endorsement of the insurance policy, etc.,
- (7) Investigation of objects covered by the insurance or any other matters relating to the insurance contract,
- (8) Receipt of documents or any other communication relating to notice of occurrence of an event or damage, or receipt of documents and any other communication relating to insurance claim,
- (9) Investigation of the damage, assessment of the damage, payment of insurance money and other payments, protection of the rights of Underwriters, and
- (10) Any other activities incidental to activities or operations listed above

Article 3 (Effect of Managing Insurer's acts)

It is agreed that any of the activities conducted by the Managing Insurer listed in Items (1) to (10) of Article 2 above in connection with this insurance contract shall be deemed to have been conducted by all Underwriters.

Article 4 (Effect of acts of policyholder or other beneficiaries)

It is agreed that any notice or act made to the Managing Insurer by the policyholder or any other beneficiary in connection with this insurance contract shall be deemed to have been made to all Underwriters.

Special Conditions for Terrorism Risk Exemption (for the 2005 World Exposition, Aichi, Japan)

Notwithstanding any provision in the General Clauses of the Comprehensive General Liability Insurance, the Special Clauses for Facility Owner (Manager) and the Additional Special Conditions for the 2005 World Exposition, Aichi, Japan, the Insurer shall not pay a claim for any damage, costs or expenses caused by any of the following events (including damages that would have not been caused or expanded if there were not such event):

- (1) Terrorism (defined as any violent act made by any group or any individual having political, social, religious, or ideological principle or opinion or any supporter of such group or individual, in connection with such principle or opinion (including any threatening or intimidating act and any act of assault using biological or chemical weapon), or any subversive act (including data destruction), the same definition applies hereinafter), or
- (2) Any act conducted with the intent to suppress or prevent terrorism or any act conducted with the intent to retaliate against terrorism