

SPECIAL REGULATION No. 8

(Insurance)

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Concerning insurance

CHAPTER I: GENERAL PROVISIONS

ARTICLE 1 – Purpose

The purpose of this Special Regulation is, in accordance with the provisions of Articles 28 and 34 of the General Regulations of the 2005 World Exposition, Aichi, Japan (hereinafter referred to as “the General Regulations”, and the 2005 World Exposition, Aichi, Japan, as “the Exhibition”), to specify the necessary conditions concerning insurance that participants in the Exhibition and the Japan Association for the 2005 World Exposition (hereinafter referred to as “the Organiser”) are required to take out.

ARTICLE 2 - Definition of participant

1. The participants referred to in this Special Regulation shall be those mentioned in the following items:

- (1) official participants;
- (2) those who have entered into a contract of participation with the Organiser in regard to providing exhibits;
- (3) those who have entered into a contract of participation with the Organiser for carrying out commercial activities;
- (4) those who have entered into a contract with the Organiser for offering entertainments;
- (5) those who have entered into a contract with the Organiser for the purpose of leasing immovable or movable property to be used for the Exhibition;
- (6) those who have entered into a contract with the Organiser for the purpose of constructing, assembling, dismantling and removing, as well as civil engineering work on buildings, structures, facilities, or equipment.

2. Those mentioned in the following items shall also be regarded as being participants under this Special Regulation:

- (1) those who exhibit objects for those participants specified in Items (1) and (2) of the preceding paragraph;
 - (2) those who undertake entertainments or commercial activities for those participants specified in Items (1) to (4) of the preceding paragraph;
 - (3) those who undertake construction, assembly, dismantling, and removal as well as civil engineering work on buildings, structures, facilities, or equipment for those participants specified in all items of the preceding paragraph;
 - (4) those who have a legal claim on properties to be used for the Exhibition other than those specified in all the items of the preceding paragraph.
3. The participants mentioned in Paragraph 1 of this article shall obtain from those enumerated in Paragraph 2 of this article their consent to being treated as participants under this Special Regulation and complying with the requirements thereof, and shall guarantee the fulfilment of their obligations under this Special Regulation.

ARTICLE 3 - Compliance with laws and regulations

The participants shall comply with the General Regulations, the Special Regulations, the relevant laws and ordinances of Japan, and the supplementary instructions and directives issued by the Organiser that are in accordance with the General Regulations and the Special Regulations.

ARTICLE 4 – Self-insurance

The government of each participating nation or the like may, upon notifying the Commissioner General of the Exhibition in writing, act as its own insurer in respect to exhibits, installations, and other objects for which it is responsible.

ARTICLE 5 – Mandatory insurance required for the Exhibition

1. The insurance required by the laws and regulations of Japan shall be as follows:
 - (1) workmen's compensation insurance;
 - (2) bodily injury automobile liability insurance;
 - (3) employment insurance.

2. The insurance required by the General Regulations shall be as follows:

- (1) comprehensive liability insurance;
- (2) insurance in respect to buildings, facilities and equipment, merchandise, and other movable properties;
- (3) insurance on exhibits and fine arts.

3. The insurance required by this Special Regulation shall be as follows:

- (1) insurance in respect to construction, assembly, as well as civil engineering work on buildings, structures, and facilities and equipment.

4. The content of the insurance referred to in all the items in this article shall be as given in the terms and conditions of insurance policy or summary as published separately by the Organiser. The original of the terms and conditions of insurance policy shall be the Japanese version, and the Japanese version shall have sole force and effect. The Organiser shall prepare the English translation, as well as a French translation if required, of the insurance policy.

ARTICLE 6 – Waiver

1. The participants, in the event of an accident, shall not exercise the right to compensation claim against the Organiser or its personnel, or another participant or its personnel with respect to the said accident, unless such accident is caused by wilful act or gross negligence.
2. The Organiser, in the event of an accident, shall not exercise the right to compensation claim against the participant or its personnel with respect to the said accident, unless such accident is caused by wilful act or gross negligence.
3. The participants and/or the Organiser, shall obtain from the insurers who carry the insurance named in each of the items in Paragraphs 2 and 3 in the preceding article their agreement not to exercise the rights of compensation which may be obtained by subrogation to the extent of the participants and/or the Organiser not exercising their rights of compensation in conformity with the two preceding paragraphs.

CHAPTER II: INSURANCE REQUIRED BY THE LAWS AND REGULATIONS OF JAPAN

ARTICLE 7 – Workmen’s compensation insurance

1. Under the Workmen’s Compensation Insurance Law of Japan, the participants who hire employees for the purpose of carrying out certain undertakings in Japan are required to take out workmen’s compensation insurance regarding compensation to such employees for injury, disease, invalidity or death due to work or during commutation in the course of employment.
2. The insurance mentioned in the preceding paragraph is administered by the Government of Japan.
3. The participants may avail themselves voluntarily of the labour accident compensation insurance mentioned in Article 14.1(12), in addition to the insurance based on the provisions of the Workmen’s Compensation Insurance Law.

ARTICLE 8 – Bodily injury automobile liability insurance

1. The participants, under the Automobile Liability Security Law of Japan, shall not make available for operation automobiles and motorcycles other than those carrying compulsory automobile liability insurance.
2. The participants, as protection in case the amount of loss exceeds the amount payable under the provisions of the Automobile Liability Security Law, may avail themselves voluntarily of the automobile insurance mentioned in Article 14.1(1) herein.

ARTICLE 9 – Employment insurance

1. Under the Employment Insurance Law of Japan, the participants who hire employees for the purpose of carrying out certain undertakings in Japan are required to take out employment insurance regarding employment of such employees.
2. The insurance mentioned in the preceding paragraph, is administered by the Government of Japan.

CHAPTER III: INSURANCE REQUIRED BY THE GENERAL REGULATIONS

ARTICLE 10 – Comprehensive liability insurance

1. The comprehensive liability insurance mentioned in Article 5.2(1) herein shall be as follows:
 - (1) This insurance is to indemnify the participants and the Organiser against loss sustained by reason of legal liability because of bodily injury and/or property damage to a third party or other related parties caused by the facilities under the ownership, use, or management of, or all operations by, the participants or the Organiser for the purpose of the Exhibition;
 - (2) The limit of indemnity of this insurance is 10 billion yen per any one occurrence;
 - (3) The period of this insurance shall be from the date separately specified by the Organiser until the completion of the final work including dismantling and removal.
2. The insurance mentioned in the preceding paragraph shall be taken out by the Organiser with an insurer for the benefit of the participants. The participants are required to pay the Organiser for the cost of the insurance, as determined by the Organiser.

ARTICLE 11 – Insurance in respect to buildings, facilities and equipment, merchandise, and other movable properties

1. The insurance in respect to buildings, facilities and equipment, merchandise, and other movable properties (excluding the exhibits and fine arts described as property insured in Article 12.2 herein) mentioned in Article 5.2(2) herein shall mean fire insurance.
2. Fire insurance shall be as follows:
 - (1) The property insured shall be buildings, facilities and equipment, merchandise, and other movable properties kept under the control of the participants or the Organiser within the Exhibition site, but excluding animals (including fishes and shellfishes) and plants;
 - (2) The sum insured shall be the sum required to replace the property insured (hereinafter referred to as “Replacement Value”) within the Exhibition site;
 - (3) The period for which this insurance must be effected shall be from the time of delivery of the property insured until its removal from the site for buildings, facilities, and equipment; and such time as the building is returned to the Organiser for buildings under lease; and from the time of unloading of the property insured in the Exhibition site from the means of conveyance until the time of loading thereof onto the means of conveyance for the purpose of carrying it outside the Exhibition site for merchandise or other movable property.

3. The Organiser shall take out the insurance mentioned in Paragraph 1 of this article for the buildings and facilities and equipment erected by the Organiser and placed at the disposal of the participants. The participants shall pay the Organiser for the insurance fee commensurate to the parts thereof for their use, as determined by the Organiser.
4. Notwithstanding the previous paragraph, the participants shall take out the insurance mentioned in Paragraph 1 of this article for the buildings, facilities and equipment, merchandise, and other movable properties described in Paragraph 2(1) of this article kept under the participants' own control within the Exhibition site.

ARTICLE 12 – Insurance on exhibits and fine arts

1. The insurance on exhibits and fine arts mentioned in Article 5.2(3) herein shall mean movable comprehensive insurance on exhibits and fine arts.
2. Movable comprehensive insurance on exhibits and fine arts shall be as follows:
 - (1) The property insured shall be any and all exhibits and works of fine art other than those exhibits (valued at not less than ¥1,000,000 for any one work of art) kept under the control of the participants or the Organiser within the Exhibition site but excluding the following:
 - a) Animals (including fishes and shellfishes) and plants;
 - b) Raw materials to be used for the demonstration within the Exhibition site of machinery, appliances, apparatus, etc. and products thereof.
 - (2) The sum insured shall be the value agreed upon between those carrying insurance, the participants or the Organiser, and the insurers, based on the replacement value of the property insured, meaning exhibits other than works of fine art, or, on an objective valuation of the property insured, meaning works of fine art;
 - (3) The period for which this insurance must be effected shall be from the time of unloading of the property insured from the means of conveyance in the Exhibition site until the time of loading thereof on the means of conveyance for the purpose of carrying it out of the Exhibition site.
3. The participants shall take out the insurance mentioned in Paragraph 1 of this article in respect to any and all exhibits and works of fine art specified in Item (1) of the preceding paragraph that are kept under their own control in the Exhibition site.

CHAPTER IV: INSURANCE REQUIRED BY THIS SPECIAL REGULATION

ARTICLE 13 – Insurance in respect to construction, assembly, and civil engineering work on buildings, structures and facilities, and equipment

1. The insurance mentioned in Article 5.3(1) herein shall mean insurance in respect to construction, assembly, and civil engineering work on buildings, structures, and facilities and equipment.
2. Construction, assembly, and civil engineering work insurance shall be as follows:
 - (1) The property insured shall be construction and construction materials kept under the control of the participants or the Organiser severally in the construction field within the Exhibition site;
 - (2) The sum insured shall be the estimated value of the completed works;
 - (3) The period for which this insurance must be effected shall be from the scheduled date of commencement of the works until the time of delivery of the completed works, or until the time of completion of the works when delivery is not required.
3. The participants shall take out the insurance mentioned in Paragraph 1 of this article in respect to the property under construction and materials mentioned in Item (1) of the preceding paragraph that are kept under their own control in the Exhibition site.

CHAPTER V: OTHER INSURANCE

ARTICLE 14 – Optional insurance

1. The following is a list of the main insurances that the participants may take out at their option.

- (1) automobile insurance (excess of mandatory coverage)
- (2) aviation insurance
- (3) boiler and machinery insurance
- (4) movables comprehensive insurance
- (5) marine cargo insurance
- (6) transit insurance
- (7) burglary insurance
- (8) glass insurance
- (9) bond insurance
- (10) fidelity insurance
- (11) personal accident insurance
- (12) workman's compensation insurance (excess of mandatory coverage)

2. The participants may add a clause of special policy conditions to each of the insurance contracts mentioned in Article 5.2(2) and (3) as well as 5.3(1) herein with the approval of the Organiser.

CHAPTER VI: GENERAL RULES

ARTICLE 15 – Cooperation from the Organiser in signing insurance contracts

1. The participants, in entering into each of the insurance contracts mentioned in Article 5.2(2) and (3) as well as 5.3(1) herein, may seek assistance from the Organiser. If such assistance is required, the participants shall apply to the Organiser not later than 7 days prior to the first day on which the insurance must be effected.
2. The participants may also request assistance from the Organiser in respect to entering into the insurance contracts mentioned in Paragraph 1 of the preceding article and the special policy condition mentioned in Paragraph 2 of the preceding article.

ARTICLE 16 - Individual contract

1. Notwithstanding the provisions mentioned in Paragraph 1 of the preceding article, in the case participants take out any of the respective insurance contracts given in the items of Article 5.2(2) and (3) as well as 5.3(1) herein directly with an insurer selected by them, such insurance shall be as per terms and conditions of insurance policy to be published separately by the Organiser. Further, it shall be made clear in the insurance policy that cancellation or modification of the insurance contract shall not be made without approval of the Commissioner General of the Exhibition.
2. The participants who effect the insurance pursuant to the preceding paragraph shall submit to the Commissioner General of the Exhibition two certified copies of the insurance policy and a certificate of the receipt of premium issued by the insurer not later than 15 days before the first day of the period for which the insurance is required.

