

SPECIAL REGULATION No. 8

Insurance

CHAPTER I - General Provisions

ARTICLE 1 - Purpose

The purpose of this Special Regulation is to specify the necessary conditions and responsibilities concerning insurance that Participants and the Organiser are required to carry out at Expo 2025 Osaka, Kansai, Japan, in accordance with Articles 27 and 34 of the General Regulations.

ARTICLE 2 - Definitions

The following definitions apply to this Special Regulation No. 8:

“The Agreement” means the Agreement between the Government of Japan and the Bureau International des Expositions regarding Privileges and Immunities related to the Expo 2025 Osaka, Kansai, Japan;

“BIE” means the Bureau International des Expositions;

“Convention” means the ‘Convention Relating to International Exhibitions’ signed in Paris on the 22nd of November, 1928, and subsequently amended and supplemented;

“The Expo” means the International Registered Exhibition, Expo 2025 Osaka, Kansai, Japan, which will be held in Osaka, Japan, from the 13th of April to the 13th of October, 2025;

“Expo Site” means all areas used and administered by the Organiser as the venue for the operation of the Expo;

“Facilities” means those in the areas and/or spaces under the ownership, use, or management of, or operations by, the Participants or the Organiser;

“General Regulations” means the General Regulations included in Chapter 8 of the Registration Dossier approved at the 167th General Assembly of the BIE;

“Laws and Regulations” means the Convention, the General Regulations and Special Regulations; the laws of Japan, government ordinances, ministry ordinances, government notifications and notices; bylaws, regulations and controls of local governments; supplementary directives, instructions and guidelines issued by the Organiser. The directives, instructions, and guidelines issued by the Organiser must comply with the General Regulations and Special Regulations;

“Non-official Participants” means those who were authorised by the Commissioner General of the Exhibition to participate in the Expo outside the sections of the Official Participants;

“Official Participants” means foreign governments and international organisations that have accepted the formal invitation from the Government of Japan to participate in the Expo;

“Organiser” means the Japan Association for the 2025 World Exposition, which was designated by the Minister of Economy, Trade and Industry on the 31st of May, 2019 to carry out tasks relating to the preparation and operation of the Expo, in accordance with the ‘Act on Special Measures Necessary for Preparing for and Managing of the International Exposition in 2025’, and which was authorised as a public interest incorporated association on the 21st of October, 2019;

“Participants” means those entities referred to in Article 3 of this Special Regulation No.8; and

“Special Regulations” means the Special Regulations set out in Article 34 of the General Regulations.

ARTICLE 3 - Participants

1. The Participants referred to in this Special Regulation are those mentioned in the following items:
 - (1) Official Participants;
 - (2) Non-official Participants having entered into a participation contract with the Organiser;
 - (3) those who have entered into a concessionaire contract 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 Expo; and
 - (6) those who have entered into a contract with the Organiser for the purpose of constructing, assembling, demolition, and removal as well as civil engineering work on buildings, structures, equipments, and apparatus.
2. Those mentioned in the following items are also 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, demolition, and removal as well as civil engineering work on buildings, structures, equipments, and apparatus for those Participants specified in all items of the preceding paragraph; and

- (4) those who have a legal claim on properties to be used for the Expo other than those specified in Items (1) to (3) above.
- 3. The Participants mentioned in Paragraph 1 of this Article shall obtain from those enumerated in the 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 4 - Compliance with the Laws and Regulations

The Participants must comply with the Laws and Regulations.

ARTICLE 5 - Mandatory insurance required for participation in the Expo

1. The insurance required by the laws or regulations enforced by the Government of Japan, the General Regulations and this Special Regulation is as follows:
 - (1) workers' compensation insurance;
 - (2) motor insurance;
 - (3) employment insurance;
 - (4) social insurance (health insurance and employees' pension insurance);
 - (5) civil liability insurance in respect to facilities;
 - (6) civil liability insurance in respect to products;
 - (7) insurance in respect to buildings, equipment, apparatus, merchandise, and other movable properties;
 - (8) insurance on exhibits; and
 - (9) insurance in respect to construction, assembly, as well as civil engineering work on buildings, structures, equipment and apparatus (including civil liability endorsement).
2. The content of the insurance referred to in all the items in the preceding paragraph shall be as given in the terms and conditions of the insurance policy or summary as published separately by the Organiser and will be in accordance with Laws and Regulations.
3. The original of the terms and conditions of the insurance policy in the preceding items shall be the Japanese version, and the Japanese version shall have sole force and effect. The Organiser shall prepare the English and French translations of the terms and conditions of the insurance policy.

ARTICLE 6 - Optional insurance

The following is a list of the main insurance that the Participants may take out at their option:

- (1) automobile insurance (supplementary);
- (2) aviation insurance;
- (3) machine insurance;
- (4) marine cargo insurance;

- (5) transit insurance;
- (6) burglary insurance;
- (7) bond insurance;
- (8) fidelity insurance;
- (9) non-life insurance;
- (10) labour accident compensation insurance (supplementary);
- (11) cyber risk insurance;
- (12) hull insurance; and
- (13) volunteer activities insurance.

CHAPTER II - Mandatory Insurance in accordance with the Laws and Regulations of Japan

ARTICLE 7 - Workers' compensation insurance

1. Under the Industrial Accident Compensation Insurance Act of Japan, the Participants are required to ensure that employees they hire to carry out undertakings in Japan related to the Expo participate in workers' compensation insurance to compensate for injury, disease, invalidity, or death due to work, or to works for multiple businesses managed by different operators, or commuting.
2. The insurance mentioned in the preceding paragraph is administered by the Government of Japan. However, pursuant to Paragraph 1 of Article 11 of the Agreement, the staff of the Offices of the Commissioners General of Section who visit Japan for the purpose of the Expo and are not nationals of, or permanently reside in, Japan are not required to participate.
3. Notwithstanding the provisions of the previous paragraph, when conducting business related to the realisation of the Expo, the Official Participants shall ensure that the staff of the Offices of the Commissioners General of Section who visit Japan for the purpose of the Expo and are not nationals of, or permanently reside in, Japan, enrol in a workers' compensation insurance.
4. The Participants may avail themselves voluntarily of the supplementary labour accident compensation insurance mentioned in Item (10) of the preceding Article, in addition to the insurance based on the provisions of the Industrial Accident Compensation Insurance Act.

ARTICLE 8 - Motor insurance

1. Under the Act on Securing Compensation for Automobile Accidents of Japan, the Participants shall not make available for operation automobiles and motorcycles that are not carrying compulsory motor insurance.
2. The Participants, may avail themselves voluntarily of the supplementary automobile insurance mentioned in Article 6. (1), as protection in case the amount of loss exceeds the

amount payable under the provisions of the Act on Securing Compensation for Automobile Accidents.

ARTICLE 9 - Employment insurance

1. Under the Employment Insurance Act of Japan, the Participants are required to ensure that employees they hire for the purpose of carrying out undertakings related to the Expo in Japan participate in employment insurance. However, pursuant to Paragraph 1 of Article 11 of the Agreement, the staff of the Offices of the Commissioners-General of Section who visit Japan for the purpose of the Expo and are not nationals of, or permanently reside in, Japan are not required to participate.
2. The insurance mentioned in the preceding paragraph is administered by the Government of Japan.

ARTICLE 10 - Health insurance and employees' pension insurance

1. Under the Health Insurance Act and the Employees' Pension Insurance Act of Japan, the Participants are required to ensure that employees they hire for the purpose of carrying out certain undertakings in Japan participate in health insurance and employees' pension insurance.
2. Health insurance mentioned in the preceding paragraph is administered by Japan Health Insurance Association or health insurance societies in Japan and employees' pension insurance mentioned in the preceding paragraph is administered by the Government of Japan. However, pursuant to Paragraph 1 of Article 11 of the Agreement, the staff of the Offices of the Commissioners General of Section who visit Japan for the purpose of the Expo and are not nationals of, or permanently reside in, Japan are not required to participate in these insurances.
3. Notwithstanding the provisions of the preceding paragraph when conducting business related to the Expo, the Official Participants shall ensure that the staff of the Offices of the Commissioners General of Section who visit Japan for the purpose of the Expo and are not nationals of, or permanently reside in, Japan enrol in the insurances equivalent to health insurance and the Japanese employees' pension insurance.

CHAPTER III - Mandatory insurance required by the General Regulations

ARTICLE 11 - Civil liability insurance in respect to facilities

1. The civil liability insurance in respect to facilities mentioned in Article 5.1(5) 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 occurring in the Facilities under the ownership, use, or management of, or operations by, the Participants or the Organiser;

- (2) The limit of indemnity of this insurance is 10 billion yen per any one occurrence; and
 - (3) The period of this insurance shall be from the date separately specified by the Organiser until the date on which the Participant returns the plot, pavilion, or relevant space to the Organiser.
2. The insurance mentioned in the preceding paragraph shall be taken out by the Organiser with an insurer for the benefit of both itself and the Participants. The Participants are required to pay the Organiser for their proportionate cost of the insurance, which will be determined by the Organiser on a pro-rata calculation of the area they occupy.

ARTICLE 12 - Civil liability insurance in respect to products

1. The civil liability insurance in respect to products mentioned in Article 5.1(6) 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 products, merchandise, or services provided by the Participants or the Organiser;
 - (2) The limit of indemnity of this insurance is 1 billion yen per any one occurrence; and
 - (3) The period of this insurance shall be from the date separately specified by the Organiser until the date on which the Participant returns the plot, pavilion and other relevant space to the Organiser.
2. The insurance mentioned in the preceding paragraph shall be taken out by the Organiser with an insurer for the benefit of both itself and the Participants. The Participants are required to pay the Organiser for the proportionate cost of the insurance, which will be determined by the Organiser on a pro-rata calculation of the area they occupy.

ARTICLE 13 - Insurance in respect to buildings, equipments, apparatus, merchandise, and other movable properties

1. The insurance in respect to buildings, equipment, apparatus, merchandise, and other movable properties (excluding the exhibits described as property insured in the next Article) mentioned in Article 5.1(7), means property insurance.
2. Property insurance shall be as follows:
 - (1) The property insured shall be buildings, equipment, apparatus, merchandise, and other movable properties kept under the control of the Participants or the Organiser within the Expo Site. However, animals (including fishes and shellfishes) and plants shall be excluded;

- (2) The sum insured shall be the sum required to replace the property insured (hereinafter referred to as “replacement value”) within the Expo Site; and
- (3) The period for which this insurance shall be effected shall be from the time of handover of the property insured until its removal from the site for buildings, equipment and apparatus; 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 Expo Site from the means of conveyance until the time of loading thereof onto the means of conveyance to carry it outside the Expo Site for merchandise or other movable property.
- 3. The Organiser shall take out the insurance mentioned in Paragraph 1 for the buildings, equipments and apparatus erected by the Organiser and placed at the disposal of the Participants. The Participants shall pay the Organiser for the insurance fee proportional to the parts thereof for their use, as described in the guidelines to be issued by the Organiser.
- 4. The Participants shall take out the insurance mentioned in Paragraph 1 for the buildings, equipment, and apparatus that are erected by them and kept at their own disposal, as well as for the buildings, equipments, apparatus, merchandise, and other movable properties described in Paragraph 2(1) that are kept under the Participants’ control within the Expo Site.

ARTICLE 14 - Insurance on exhibits

- 1. The insurance on exhibits mentioned in Article 5.1(8) means movable comprehensive insurance on exhibits.
- 2. Movable comprehensive insurance on exhibits shall be as follows:
 - (1) The property insured shall be any and all exhibits within the Expo Site, kept under the control of the Participants or the Organiser. However, the following items shall be excluded:
 - ① Animals (including fishes and shellfishes) and plants;
 - ② Raw materials to be used for the demonstration of machines, appliances, and apparatus within the Expo Site and products thereof;
 - ③ Works of fine art valued at less than ¥1,000,000 per item.
 - (2) The sum insured shall be the replacement value agreed upon between either the Participants or the Organiser, who carry insurance, and the insurers; and
 - (3) The period for which this insurance shall be effected shall be from the time of unloading of the property insured from the means of conveyance in the Expo Site until the time of loading thereof on the means of conveyance to carry it out of the Expo Site.
- 3. The Organiser shall take out the insurance mentioned in Paragraph 1 in respect to any and all exhibits that are kept under its own control.
- 4. The Participants shall take out the insurance mentioned in Paragraph 1 in respect to any and all exhibits that are kept under their own control.

CHAPTER IV - Mandatory Insurance required by this Special Regulation

ARTICLE 15 - Insurance in respect to construction, assembly, and civil engineering work on buildings, structures, equipments and apparatus (including civil liability endorsement)

1. The insurance mentioned in Article 5.1(9) means insurance in respect to construction, assembly, and civil engineering work on buildings, structures, equipments and apparatus (including civil liability endorsement).
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 Organiser and the Participants in the construction field within the Expo Site;
 - (2) The sum insured shall be the estimated value of the completed works with consumption tax included; and
 - (3) The period for which the insurance shall be effected shall be from the scheduled date of commencement of the works defined in Item (1) until the time of handover of the completed works by the Organiser, or until the time of completion of the works by the Participant when the Participants themselves undertake such works as the construction of Self-Built Pavilions as well as interior finish works for Pavilion Modules and Shared Pavilions.
3. The Organiser shall take out the insurance mentioned in Paragraph 1 in respect to the property under construction, assembly, and civil engineering work the Organiser undertakes and materials thereof as well as the property under construction and materials thereof mentioned in Paragraph 2(1) that are kept under its own control in the Expo site.
4. The Participants shall take out the insurance mentioned in Paragraph 1 in respect to the property under construction, assembly, and civil engineering work the Participants undertake and materials thereof as well as the property under construction and materials thereof mentioned in Paragraph 2(1) that are kept under their own control in the Expo Site.

CHAPTER V - General conditions

ARTICLE 16 - Assistance from the Organiser in signing insurance contracts

1. The Participants may seek assistance from the Organiser in entering into each of the insurance contracts mentioned in Article 5.1. If such assistance is required, the Participants shall apply to the Organiser not later than one month prior to the first day on which the insurance shall be effected.

2. The Participants may also request assistance from the Organiser in respect to entering into the insurance contracts as well as the special policy condition mentioned in Article 6.

ARTICLE 17 - 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 5.1 directly with an insurer selected by them and not defined in the Organiser's list, 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 Organiser.
2. The Participants who effect the insurance pursuant to the preceding paragraph shall submit to the Organiser 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 shall be effected.

ARTICLE 18 - Waiver of indemnity

The Organiser and the Participants shall waive the right to claim compensation against the other party or its personnel, or against another Participant or its personnel for damages of any kind, unless caused by wilful act or gross negligence. Such waiver shall take effect along with the participation contracts and concessionaire contract or any other contracts and agreements relating to the Expo. The insurance the Participants take out under Article 5.1(5) through Article 5.1(9) shall include the waiver of indemnity against the Organiser.

ARTICLE 19 - Self-insurance

The government of each participating country, or similar institution for other Official Participants may, upon notifying the Organiser in writing, act as their own insurer in respect to exhibits, or other objects for which it is responsible.

ARTICLE 20 - Assistance from the Organiser

The Organiser shall assist Participants in arranging the various types of insurance.