

This clauses are written in Japanese and translated into English. The Japanese version is the original, and the English version is for reference only.

General Insurance Clauses for Civil Liability Insurance

Article 1 (Cases Applicable to Benefit Payouts)

Our company will pay insurance benefits for the damages incurred by the Insured from bearing civil liability for compensation against the physical injuries and damage to properties of a third party (hereinafter referred to such physical injuries and damage as “Accident” and such physical injuries and damages for which the Insured bears civil liability for as “Insured Accident”).

Article 2 (Scope of Applicable Damages)

The damages for which our company will pay insurance benefits as provided for in the preceding Article shall fall under any of the following.

(i) Compensation for Damages Owed Through Civil Liability

It means the expense incurred by the Insured to make the payout to the victim to perform the Insured’s obligation for damages owed to the victim pursuant to the provisions of applicable laws. In the cases where the Insured has any amount to receive by subrogation through making the payout for his or her obligation for damages owed to the victim, such amount will be deducted from the total amount of the compensation.

(ii) Expenses for legal dispute

These mean the expenses for a dispute concerning the civil liability for damages that were paid by the Insured upon obtaining consent thereon from our company.

(iii) Expenses for damage prevention or mitigation

These mean the necessary and useful expenses paid by the Insured for performing necessary procedures for protecting or exercising his or her right to receive compensation for damages from a third party or for taking measures to prevent the occurrence of or expansion of damages pertaining to the Accident occurred, pursuant to the provisions of Article 12 (Occurrence of Accident), paragraph (1), item (iii) herein, in the cases where the Insured performed said procedures or has taken said measures (excluding the case stipulated in paragraph (iv) thereof).

(iv) Expenses for emergency measures

These mean the expenses paid by the Insured for the provision of first-aid, the expenses required for the transportation of, and other emergency measures taken for the victim, or other expenses paid by the Insured upon obtaining consent thereon from our company, in the cases where it became apparent that the Insured bears no civil liability to compensate for damages after the Insured performed the necessary procedures or took the necessary measures pursuant to the provisions of Article 12, paragraph (1), item (iii) herein.

(v) Expenses for cooperation

These mean the expenses paid by the Insured to cooperate with our company in response to our request, in the cases where our company takes up the role of settling a claim for damages from a victim on behalf of the Insured pursuant to the provision of Article 13 (Cooperation for Settling a Claim for Damages), paragraph (1) herein.

Article 3 (Definition of Terms)

For the purposes of these General Insurance Clauses, the following terms shall have the respective meanings provided below:

Term	Definition
Physical Injury	Injury and sickness suffered by a person as well as residual damage and death caused by such injury and sickness
Property	Tangible object having monetary value; with “tangible object” referring to a physical object in solid, liquid, or gas form, excluding intangibles such as data, software or program; rights including fishing rights, patents, or copyrights; or electricity or energy
Damage	Loss, damage, or stain; with “loss” referring to where a property loses its physical existence, excluding such cases where a property is lost, stolen, exploited or embezzled, “damage” referring to where the objective economic value of a property is decreased by an unexpected or unintended physical, chemical, or biological change, and “stain” referring to where the objective economic value of a property is decreased by being stained due to unexpected or unintended circumstances

Sales	The sum of the prices, each before tax, of the products and services sold or provided by the Insured during the insurance policy period
Construction Revenue of Completed Work	The total amount of revenue before tax of the work to be completed by the Insured during the insurance policy period
Wage	The total amount of moneys, each including taxes, paid by the Insured to his or her employee as the rewards for the employee's labour during the insurance policy period
Visitors	The total number of visitors entering the facility during the insurance policy period
Other Insurance or Similar Contracts	The insurance or mutual aid contracts other than this insurance contract, which cover the damages stipulated in Article 1 (Cases Applicable to Benefit Payouts) herein

Article 4 (Limitation of Liability)

- (1) In regard to the compensation for damages through civil liability, our company will pay insurance benefits per each applicable Accident only in the cases where the damage compensation payment amount for the Accident exceeds the amount of the deductible specified in the insurance policy and only for the exceeding amount. However, the amount of insurance benefits to be paid by our company shall not exceed the benefit amount specified in the insurance policy (hereinafter referred to such payment amount as "Maximum Benefit").
- (2) In regard to the expenses for a legal dispute, our company will pay insurance benefits for the full amount of each of such expenses. However, in the cases where the amount of compensation for damages through civil liability exceeds the Maximum Benefit, our company will pay insurance benefits only for the amount calculated by the following formula:

$$\begin{aligned} & \text{Amount of insurance benefits} \\ &= \text{Amount of the expenses for a legal dispute} \times \frac{\text{Maximum Benefit}}{\text{Amount of Compensation for Damages Owed Through Civil Liability}} \end{aligned}$$

- (3) In regard to the expenses for prevention or mitigation of damages, for emergency measures and for cooperation, our company will pay insurance benefits for the full amount of each of such expenses.

Article 5 (Commencement and End of the Period of Insurance Liability)

- (1) Our company's insurance liability will commence at 4:00pm (or, in the cases where any other timing is specified in the insurance policy, at such specified time) on the first day of the insurance policy period specified in the insurance policy document (hereinafter referred to as "Insurance Policy Period"), and ends at 4:00pm on the last day thereof.
- (2) The times stipulated in paragraph (1) hereof shall be those on Japan Standard Time.
- (3) Even after the commencement of the Insured Period, our company will not pay insurance benefits for the damages arisen from Accidents occurred before the beginning of our receipt of insurance premiums.

Article 6 (Duty of Disclosure)

- (1) When a person who will become the Policyholder or the Insured concludes an insurance contract, the person must disclose to our company accurate information on the important matters concerning risk ("risk" means the likelihood of occurrence of damage; the same shall apply hereinafter) that are the matters our company asked the person to disclose by having made them into the entry items of the insurance contract application form or other document (including matters concerning other insurance or similar contracts; hereinafter referred to as all such matters as the "Matters to be Disclosed").
- (2) In the cases where the Policyholder or the Insured has, intentionally or by gross negligence, failed to disclose any fact concerning the Matters to be Disclosed or disclosed any false facts concerning the same to our company at the time of the conclusion of an insurance contract, our company may cancel the insurance contract by providing written notice to the Policyholder.
- (3) The provisions in the preceding paragraph (2) will not apply in any of the following cases:
 - (i) Where the fact(s) described in paragraph (2) hereof ceased to exist;
 - (ii) Where our company had known or had been negligent in knowing the fact set forth in paragraph (2) when the insurance contract was concluded (including the cases where a person concluding the insurance contract on behalf of our company prevented the disclosure of the fact or where such person encouraged not to disclose the fact or encouraged to disclose the false fact);
 - (iii) Where the Policyholder or the Insured has submitted to our company a written application for revision of the Matters to be Disclosed before the occurrence of any damage from any Accident, and our company has approved such application; provided, however, such application shall be approved by our company only in the cases where our company acknowledged that, even if the fact concerning the revision

application were notified to our company at the time of the conclusion of the insurance contract, our company would still have concluded the contract; or

- (iv) Where one (1) month has elapsed from the time when our company became aware of the existence of a reason for cancellation as provided for in paragraph (2) hereof or where five (5) years have elapsed from the time of the conclusion of the insurance contract

(4) Notwithstanding the provisions of Article 19 (Effect of Insurance Contract Cancellation) herein, even in the cases where a cancellation as provided for in paragraph (2) hereof was made after the occurrence of any damage arising from any Accident, our company will not pay insurance benefits for such damage. In these cases, if the insurance benefits for the Accident have already been paid out, our company may request a refund of such benefits.

(5) The provisions of paragraph (4) hereof shall not apply to the damages arising from Accidents occurred independently of the facts provided for in paragraph (2) hereof.

Article 7 (Cases Not Applicable to Benefit Payouts)

Our company will not pay insurance benefits for the damages arising, either directly or indirectly, from the following causes:

- (i) Wilful misconduct on the part of the Policyholder or the Insured;
- (ii) War (whether declared or undeclared), disturbance, rebellion, social unrest, or labour disturbance; or
- (iii) Earthquake, volcanic eruption, flood, tsunami or tidal surge

Article 8 (Cases Not Applicable to Benefit Payouts)

Our company will not pay insurance benefits for the damages that are incurred by the Insured, either directly or indirectly, from bearing civil liability for the following compensations for damages, except for the cases where the contract has any optional endorsement to the contrary:

- (i) In the cases where there is a special agreement concerning compensation for damages between the Insured and a third party, the portion of compensation for damages added by such special agreement;
- (ii) The compensation for damages to be paid by the Insured for any damage to a property owned, used, or managed by the Insured to a person having a legitimate right in such property;
- (iii) The compensation for damages to be paid to a relative living with the Insured;
- (iv) The compensation for damages arising from the physical injury suffered by an employee of the Insured while engaging in work for the Insured ; or
- (v) The compensation for damages arising from drainage or exhaust (including smoke).

Article 9 (Investigation)

- (1) The Insured shall always take necessary measures for preventing the occurrence of Insured Accidents.
- (2) Our company may investigate the status of implementation of the preventive measures stipulated in the preceding paragraph 1 at any time during the Insurance Policy Period and, if there is any defect in the measures, request the Insured to remedy such defect.

Article 10 (Duty of Notification)

- (1) In the cases where, after concluding an insurance contract, any fact that would cause a change in the information provided in the Matters to be Disclosed has arisen (such fact shall be limited to those provided in the Matters to be Disclosed that are designated as being subject to the provisions of this Article in a document or other relevant form issued by our company at the time of the conclusion of the insurance contract), the Policyholder or the Insured must promptly notify our company to that effect. However, when said fact ceased to exist, notification of that effect to our company will no longer be needed.
- (2) In the cases where a risk increase (meaning the situation where the risk concerning the Matters to be Disclosed has increased, causing the insurance premium under this insurance contract to fall short of the amount of insurance premium calculated based on the increased risk; the same shall apply hereinafter) arises and where the Policyholder or the Insured failed to promptly provide a notification stipulated in paragraph (1) hereof, our company may cancel this insurance contract by providing written notice to the Policyholder.
- (3) The provisions in paragraph (2) hereof will no longer be applicable after the elapse of one (1) month from the time when our company became aware the existence of a reason for cancellation as provided for in paragraph (2) hereof or after the elapse of five (5) years from the time when the risk increase occurred.
- (4) Even in the cases where a cancellation as provided for in paragraph (2) hereof was made after the occurrence of any damage arising from any Accident, our company will not pay insurance benefits for the damages caused by Accidents that had occurred during the period from the time when the risk increase pertaining to the cancellation occurred until the time when the cancellation was made, irrespective of the provisions of Article 19 (Effect of Insurance Contract Cancellation) herein. In these cases, if the insurance benefits for the Accident have already been paid out, our company may request a refund of such benefits.
- (5) The provisions of paragraph (4) hereof will not apply to the damages arisen from the Accidents that occurred

independently of the fact that caused the risk increase.

- (6) Notwithstanding the provisions of paragraph (2) hereof, in the cases where a risk increase was caused by the occurrence of a fact provided for in paragraph (1) hereof and, as a result, the increased risk came to exceed the this insurance contract's underwriting scope (meaning the scope designated in a document or other relevant form issued by our company when concluding the insurance contract as the one in which the insurance contract can be continued by increasing the amount of its insurance premium), our company may cancel this insurance contract by providing written notice to the Policyholder.
- (7) Even in the cases where a cancellation as provided for in paragraph (6) hereof was made after the occurrence of any damage arising from any Accident, our company will not pay insurance benefits for the damages caused by the Accidents that had occurred during the period from the time when the risk increase pertaining to the cancellation occurred until the time when the cancellation was made, irrespective of the provisions of Article 19 herein. In these cases, if the insurance benefits for the Accident have already been paid out, our company may request a refund of such benefits.

Article 11 (Change in Address of Policyholder)

When the Policyholder changes his or her address or contact address for notification specified in the insurance policy, the Policyholder must promptly notify our company to that effect.

Article 12 Occurrence of Accident

- (1) In the cases where the Policyholder or the Insured becomes aware of the occurrence of an Insured Accident or a contingent Accident that should result in an Insured Accident, the Policyholder or the Insured must perform all the duties stipulated in the following items from (i) through (iv) hereof:
- (i) Notifying our company promptly in writing of the date, time and place of the occurrence of the Accident, the address and name of the victim(s), the situation of the Accident as well as the address and name of a person who can become a witness to the aforementioned information if there is such person, and, if the Policyholder or the Insured received any claim for compensation for damages, the details of such claim;
 - (ii) Notifying our company promptly in writing of the presence or absence of other insurance or similar contracts, and if there is any, the details of such insurance or similar contracts (in the cases where the Policyholder or the Insured has already received insurance or mutual aid benefits from such other insurance or similar policies, the information to that effect must be included);
 - (iii) In the cases where the Policyholder or the Insured may receive compensation for damages from a third party, performing the procedures necessary for protecting or exercising the rights to such compensation and taking all the other necessary measures for preventing the occurrence or expansion of damages pertaining to an Accident already occurred;
 - (iv) Refraining from accepting all or a part of the liability for claimed damages without obtaining prior approval from our company; provided, however, it is not necessary to obtain approval from our company for the provision of first aid, transportation and other emergency measures; and
 - (v) In the cases where the Policyholder or the Insured intends to file a lawsuit or has been filed one concerning his or her civil liability for compensation for damages, notifying our company to that effect immediately.
- (2) In the cases where the Policyholder or the Insured violated the duties as provided for in paragraph (1) hereof without any justifiable ground, our company will pay the insurance benefit in an amount obtained by subtracting the following amounts from the total amount of the insurance benefits for the damages stipulated in Article 1 (Cases Applicable to Benefit Payouts) herein:
- (i) In case of violation of the duty prescribed in paragraph (1), item (i), (ii) or (v) hereof, the amount of damages incurred by our company from such violation;
 - (ii) In the case of violation of the duty prescribed in paragraph (1), item (iii) hereof, the amount of the damages whose occurrence or expansion deemed to have been prevented; and
 - (iii) In the case of violation of the duty prescribed in paragraph (1), item (iv) hereof, the amount of the claimed damages for which the insured deems not to bear civil liability.

Article 13 (Cooperation for Settling a Claim for Damages)

- (1) Our company may, when it is deemed necessary, take up the role of settling a claim for damages from a victim on behalf of the insured at our own expense. In these cases, the Insured must cooperate with our company in complying with and fulfilling our requests.
- (2) In the cases where the Insured failed to comply with the requests stipulated in the preceding paragraph (1) without any justifiable ground, our company will pay the balance after subtracting the amount of damages incurred by the company from such compliance failure from the total amount of the insurance benefits.

Article 14 (Settlement of Insurance Premiums)

- (1) In the cases where the insurance premium is determined based on a set rate against the Sales, Construction Revenue of Completed Work, Wages, or Visitors, etc., the Policyholder must submit to our company the documents necessary for determining the insurance premium amount promptly after concluding the insurance contract.
- (2) Our company shall be able to view, at any time, the documents belonging to the Policyholder or the Insured that our company deemed necessary to calculate the insurance premium amount, only during the Insurance Policy Period and for one (1) year after the end of the insurance contract.
- (3) In the cases where there is any excess or deficiency between the insurance premium amount calculated based on the documents specified in the preceding paragraphs (1) and (2) (such amount shall be the minimum insurance premium amount specified in the insurance policy in the case where the calculated amount is less than such minimum premium amount) and the insurance premium amount our company has already received, our company will promptly request the Policyholder to pay the deficient amount or will promptly refund the excess amount to the Policyholder.

Article 15 (Invalidation of Insurance Contract)

Insurance contracts concluded by the Policyholder for the purpose of illegally obtaining the insurance benefits or of having a third party illegally obtain the insurance benefits shall be invalidated.

Article 16 (Annulment of Insurance Contract)

In the cases where our company concluded an insurance contract by fraud or duress by the Policyholder or the Insured, our company may cancel such insurance contract by providing written notice to the Policyholder.

Article 17 (Cancellation of Insurance Contract by Policyholder)

The Policyholder may cancel this insurance contract by providing written notice to our company.

Article 18 (Cancellation on Material Grounds)

- (1) Our company may cancel this insurance contract by providing written notice to the Policyholder if any of the following grounds exist:
 - (i) Where the Policyholder or the Insured has intentionally caused or attempted to cause any damage to our company for the purpose of having our company make an insurance benefit payment under this insurance contract;
 - (ii) Where the insured has committed or attempted to commit fraud in claiming for an insurance benefits payment under this insurance contract; or
 - (iii) Where the Policyholder falls under any of the following circumstances:
 - A. Where the policy holder is deemed to fall under anti-social forces (referring to organized crime groups, members and associate members of organized crime groups, companies related to organized crime groups, and other anti-social forces; and the members of organized crime groups shall include those who have quitted the groups less than five (5) years ago; the same shall apply hereinafter);
 - B. Where the policy holder is deemed to have been involved in anti-social forces through the provision of money or other funds, or by providing convenience;
 - C. Where the policy holder is deemed to be using anti-social forces for unjust purposes;
 - D. In the case that the policy holder is a corporation, where it is deemed that anti-social forces control or engage in the management of the corporation; or
 - E. Where the policy holder is deemed to have other socially condemnable relationship with anti-social forces
 - (iv) In addition to the circumstances listed in the preceding sub-paragraphs (i) through (iii), where the Policyholder or the Insured caused any material circumstances that made our company lose trust in the Policyholder and the Insured and made it difficult for this insurance contract to survive, to the same degree as the cases where any of the grounds listed in the preceding subparagraphs (i) through (iii) existed.
- (2) If the Insured falls under any of the circumstances listed in paragraph (1), subparagraph (iii), items A through E hereof, our company may cancel this insurance contract (or, in the case where there are multiple insured persons under this insurance contract, the part of the policy pertaining to the Insured) by providing written notice to the Policyholder.
- (3) Even in the cases where a cancellation based on the ground specified in paragraph (1) or (2) hereof was made after the occurrence of any damage arising from any Accident, our company will not pay insurance benefits for the damages caused by the Accidents that had occurred during the period from the time when any of the grounds listed in paragraph (1), items (i) through (iv) hereof or when a ground that will result in a cancellation as provided for in paragraph (2) hereof occurred until the time when the cancellation was made, irrespective of the provisions of the following Article. In these cases, if the insurance benefits for the Accident have already been paid out, our company may request a refund of such benefits.

- (4) In cases where a cancellation as provided for in paragraph (1) or (2) hereof was made because the Policy holder or the Insured fall under any of the circumstances listed in paragraph (1), sub-paragraph (iii), items A through E hereof, the provisions of the preceding paragraph (3) will not apply to the following damages:
- (i) The damages incurred by the Insured not falling under any of the circumstances listed in paragraph (1), sub-paragraph (iii), items A through E hereof; and
 - (ii) The damages in the form of compensation damage payment through civil liability incurred by the Insured who falls under any of the circumstances in paragraph (1), sub-paragraph (iii), items A through E hereof

Article 19 (Effect of Insurance Contract Cancellation)

The cancellation of an insurance contract will have only prospective effect.

Article 20 (Refund of or Payment Request for Insurance Premiums: Concerning Duty of Disclosure, Duty of Notification, etc.)

- (1) In the cases where the information provided pursuant to the provisions of paragraph (1) of Article 6 (Duty of Disclosure) herein was factually inaccurate and thus it becomes necessary to revise the insurance rate, our company will calculate the insurance premium based on the difference between the insurance rate before revision and the one after revision, and refund or request the payment of the calculated amount.
- (2) In the cases where a risk increase as provided for in Article 10 (Duty of Notification), paragraph (2) herein has occurred or where the risk has decreased and thus it becomes necessary to revise the insurance rate, our company will calculate on a pro-rata basis the amount of insurance premiums for the unexpired period (meaning the period after the occurrence of the risk increase or risk decrease) based on the difference between the insurance rate before revision and the one after revision, and refund or request the payment of the calculated amount.
- (3) In the cases where the Policyholder failed to pay the amount of additional insurance premiums as provided for in paragraph (1) or (2) hereof (limited to the cases where our company asked the Policyholder to pay the additional insurance premium but the payment was not made within a reasonable period), our company may cancel this insurance contract by providing written notice to the Policyholder.
- (4) In the cases where the payment of the amount of additional insurance premiums as provided for in paragraph (1) or (2) hereof is to be requested but where our company may cancel this insurance contract pursuant to the provisions of paragraph (3) hereof, our company will not pay the insurance benefit. In these cases, if the insurance benefit has already been paid out, our company may ask for a refund of the benefit.
- (5) In the cases where a risk increase occurred, the provisions of paragraph (4) hereof will not apply to the damages caused by the Accidents that had occurred prior to the occurrence of the risk increase.
- (6) In addition to the cases stipulated in paragraphs (1) and (2) hereof, in the cases where the Policyholder notifies our company of a requested change in the contract conditions of an insurance contract and asks for our company's approval after the conclusion of the insurance contract, and our company approves the requested change and thus it becomes necessary to revise the insurance rate, our company will calculate the amount of insurance premiums for the unexpired period (meaning the period after the change of the contract conditions) based on the difference between the insurance premium amount before revision and the one after revision, and refund or request the payment of the calculated amount.
- (7) In the cases where the payment of an additional insurance premium as provided for in paragraph (6) hereof was requested but the Policyholder failed to make the payment requested by our company, our company will handle the damages caused by the Accidents occurred before the receipt of the additional insurance premium by deeming that the Policyholder had never asked for our company's approval for the requested change in the contract conditions of the insurance contract, and pay the insurance benefits pursuant to the General Insurance Clauses as well as the optional endorsements applicable to this insurance contract.

Article 21 (Refund of Insurance Premiums : In the Case of Policy Invalidation or Revocation)

- (1) In the cases where an insurance contract becomes invalid pursuant to the provisions of Article 15 (Invalidation of Insurance Contract) herein, our company will not refund the insurance premium payments made for the policy.
- (2) In the cases where an insurance contract is revoked, our company will calculate on a pro-rata basis the amount of insurance premiums for the contract's unexpired period (meaning the period after the revocation of the contract) and refund the calculated amount.

Article 22 (Refund of Insurance Premiums: In the Case of Contract Annulment)

In the cases where our company annuls an insurance contract pursuant to the provisions of Article 16 (Annulment of Insurance Contract) herein, our company will not refund the insurance premium payments that have already been made.

Article 23 (Refund of Insurance Premiums: In the Case of Contract Cancellation)

- (1) In the cases where our company cancelled an insurance contract pursuant to the provisions of Article 6 (Duty of Disclosure), paragraph (2) herein, of Article 10 (Duty of Notification), paragraph (2) or (6), of Article 18 (Cancellation on Material Grounds), paragraph (1), or of Article 20 (Refund of or Payment Request for Insurance Premiums: Concerning Duty of Disclosure, Duty of Notification, etc.), paragraph (3), our company will calculate on a pro-rata basis the amount of insurance premiums for the contract's unexpired period (meaning the period after the cancellation of the contract) and refund the calculated amount.
- (2) In the cases where the Policyholder cancelled an insurance policy pursuant to the provisions of Article 17 (Cancellation of Insurance Contract by Policyholder) herein, our company will refund the amount obtained by subtracting the insurance premium amount calculated for the policy's expired period (meaning the period after the first day of the Insurance Policy Period to through the cancellation thereof) by using the short-period rates listed in the appended table from the total amount of the applicable insurance premiums. However, if the insurance premium was determined based on a set rate against Sales, Construction Revenue of Completed Work, Wages, or Visitors, etc., the amount of the applicable insurance premiums will be settled pursuant to the provisions of Article 14 (Settlement of Insurance Premiums), paragraph (3) herein.

Article 24 (Statutory Lien : Compensation for Damages Owed Through Civil Liability)

- (1) A person who has the right to claim from the Insured the payment of compensation for damages from an Accident provided for in Article 1 (Cases Applicable to Benefit Payouts) herein (hereinafter referred to such person as "Victim") will have a statutory lien over the right of the Insured to claim from our company an insurance benefit payment (limited to those for the damages falling under Article 2 (Scope of Applicable Damages), paragraph (i) herein ; the same shall apply hereinafter).
- (2) Our company will pay insurance benefits for the damages specified in paragraph (i) of Article 2 herein only in any of the following cases:
 - (i) Where the Insured had already made the payout to the victim to perform the Insured' obligation for damages owed to the victim and our company pays insurance benefits for such payout (only up to the amount of the compensation payment made by the insured);
 - (ii) Where our company directly pays the victim the compensation for damages the Insured owes to the victim at the instruction of the Insured before the Insured makes the payout to the victim to perform the Insured's obligation for damages;
 - (iii) Where our company directly pays the victim the compensation for damages the Insured owes to the victim before the Insured makes the payout to the victim to perform the Insured' obligation form the damages because the victim exercised a statutory lien over the right of the Insured to claim from our company an insurance benefits payment; or
 - (iv) Where our company directly pays the victim the compensation for damages the Insured owes to the victim before the Insured makes the payout to the victim to compensate for damages the Insured owes to the victim because the victim agreed to having our company pay the Insured insurance benefits for the damages (only up to the amount of the compensation payment agreed to by the victim).
- (3) The right to claim for insurance benefit payments may not be assigned to any third party other than the victim. In addition, the right to claim for insurance benefit payments may not be pledged, or may not be assigned except for the case stipulated in paragraph (2), item (iii) hereof; provided, however, this will not apply in the cases where the Insured may claim from our company an insurance benefits payment pursuant to the provisions of paragraph (2), item (i) or (iv) hereof.

Article 25 (Claim for Payment of Insurance Benefits)

- (1) For the damages falling under Article 2 (Scope of Applicable Damages), paragraph (i) herein, the Insured becomes entitled to claim for the insurance benefit payments at the time when the damages from the relevant Insured Accident occurred; and for the damages falling under paragraphs (ii) through (v), at the time when the Insured paid the expenses.
- (2) The Insured shall become entitled to exercise the right to claim for an insurance benefit payment at the times described in the following items.
 - (i) For the damages falling under Article 2, paragraph (i) herein, at the time when the Insured is confirmed to be liable or non-labile for compensation of damages and the amount of insurance benefit payment for the damages stipulated in Article 1 (Cases Applicable to Benefit Payouts) herein is determined based on a judgement, a conciliation, a judicial settlement, or a written agreement between the Insured and the victim; and
 - (ii) For the damages falling under Article 2, paragraphs (ii) through (v), at the time when the amount of insurance benefit payment for the damages stipulated in Article 1 is determined
- (3) In the cases where the Insured claims from our company an insurance benefit payment, the Insured must submit to our company any of the following documents and evidences requested by our company together with

the insurance policy.

- (i) Insurance claim form;
 - (ii) The written judgement, record of conciliation or settlement, or letter of settlement between the Insured and the victim, which indicate that the Insured bears civil liability to compensate for damages;
 - (iii) The document proving that the Insured made the payout to compensate for damages owed through civil liability and stating the compensation amount therefor;
 - (iv) The document proving that the victim has given consent to the Insured for claiming an insurance benefit payment and the amount thereof;
 - (v) The receipts or statement of payment certifying the payment of the expenses described in Article 2, (ii) through (v) herein; and
 - (vi) Other documents or evidences our company designated in a document or other relevant format issued by our company at the conclusion of the insurance contract as being indispensable for confirming the matters specified in paragraph (1) of the following Article.
- (4) Depending on the nature of the Accident or the amount, etc. of the damage, our company may ask the Policyholder or the Insured to submit other documents or evidences than the ones listed in the preceding paragraph (3) or to cooperate in investigations conducted by our company. In these cases, the Insured or the Policyholder must submit the requested documents or evidences and provide the requested cooperation.
- (5) In the cases where the Policyholder or the Insured violated the duty stipulated in paragraph (4) hereof without any justifiable ground, stated any false facts in the document specified in paragraph (3) or (4) hereof, or forged or falsified the document or the evidence therefor, our company will subtract the amount of damages incurred by our company from such violation, false fact, forgery or falsification from the total amount of the applicable insurance benefit and pay the remainder.

Article 26 (Time of Payment of Insurance Benefit)

- (1) Our company will complete the confirmation of the following matters that need to be confirmed by our company to make an insurance benefit payment, and make the payment within 30 days after the Insured completed the procedure as provided for in paragraph (3) of the preceding Article, including the date of completion (hereinafter referred to such date as “Claim Completion Date”).
- (i) The cause of the Accident, the situation where the Accident occurred, the presence or absence of occurrence of damage, and facts concerning the Insured, which are the matters necessary for confirming the presence or absence of the occurrence of any ground for insurance benefit payment
 - (ii) The presence or absence of any fact falling under any of the grounds for not paying insurance benefit stipulated in this insurance contract, which is the matter necessary for confirming the presence or absence of a ground for not paying insurance benefit
 - (iii) The amount of the damage and the relationship between the Accident and the damage, which are the matters necessary for calculating the insurance benefit amount
 - (iv) The presence or absence of any fact falling under the grounds for contract cancellation, invalidation, revocation or annulment stipulated in this insurance contract, which are the matters necessary for confirming whether the insurance contract is effective or not
 - (v) Besides the matters listed in the preceding items (i) through (iv), the matters that need to be confirmed for determining the amount of insurance benefit to be paid by our company, including the presence or absence and the details of other insurance or similar contracts, the presence or absence and the details of the right of the Insured to claim for damages or other claims as well as the claims already acquired
- (2) To conduct the confirmations stipulated in paragraph (1) hereof, in the cases where any of the special inquiries and investigations listed in the following items must be conducted, our company will pay the insurance benefit by the date after the elapse of the number of days listed below for the respective inquiries and investigations (in the case where multiple inquiries or investigations are required, the number of days for the longest inquiry or investigation), irrespective of the provisions of paragraph (1) hereof. In these cases, our company shall notify the Insured of the matters that need to be confirmed and the time where the confirmation shall be completed.
- (i) Inquiry of the results of an inspection or investigation conducted by police, public prosecutors, fire department, or other public body to confirm the matters listed in paragraph (1), items (i) through (iv) hereof (including the inspections provided for in Attorneys Act and other applicable laws and regulations): 180 days
 - (ii) Inquiry of the results of an evaluation, etc. by a specialist organization to confirm the matters listed in paragraph (1), items (i) through (iv) hereof: 90 days
 - (iii) Investigation for confirming the matters listed in paragraph (1), items (i) through (iv) hereof in an area affected by a disaster to which Disaster Relief Act is applicable: 60 days
 - (iv) Investigation for confirming the matters listed in paragraph (1), items (i) through (iv) hereof conducted overseas for which no alternative means of investigation could be used inside Japan: 180 days

- (3) In the cases where a confirmation, inquiry or investigation was conducted for the matters listed in paragraph (1) or (2) hereof, if the Policyholder or the Insured obstructed its execution or failed to comply with the execution (including the cases of failing to provide necessary cooperation), the duration of such delay in the confirmation that was caused by such obstruction or failure shall not be included in the period for the inquiry stipulated in paragraph (1) or (2) hereof.

Article 27 (Amount of Insurance Benefit Payment In the Case Where There Are Other Insurance or Similar Contracts)

In the cases where there are other insurance or similar contracts and the sum of the insurance and mutual aids benefit amounts that must be paid under the respective insurance and mutual aid policies each of which is calculated by deeming that there are no other insurance or similar contracts (hereinafter referred to such benefit amount as “Amount Needing to be Paid”) exceeds the amount of the damages, our company will pay the amounts stipulated in the following as the insurance benefit.

- (i) In the cases where insurance or mutual aid benefits were not paid under other insurance or similar contracts:
The Amount Needing to be Paid under this contract policy
- (ii) In the cases where insurance or mutual aid benefits were paid under other insurance or similar contracts:
The balance after deducting the sum of the insurance or mutual aids benefits paid out under other insurance or similar contracts from the amount of the applicable damages; provided, however, the amount of the balance our company will pay shall be only up to the Amount Needing to be Paid under this insurance contract.

Article 28 (Extinctive Prescription)

The right to claim an insurance benefit payment will be distinguished by prescription after the lapse of three (3) years calculated from the day immediately following the applicable time among the times specified in paragraph (2) of Article 25 (Claim for Payment of Insurance Benefit) herein.

Article 29 (Subrogation)

- (1) In the cases where the Insured acquired the right to claim for damages or any other claims due to the occurrence of any damage and our company paid insurance benefit for the damage, such claims will be transferred to our company up to the applicable amount from the following:
 - (i) In the cases where our company paid the full amount for the applicable damages as insurance benefit:
The full amount of the claims acquired by the Insured
 - (ii) In other cases than the one provided in (i):
The balance after deducting the amount of the applicable damages for which insurance benefits are unpaid from the amount of the claims acquired by the Insured
- (2) In the cases specified in paragraph (1), item (ii) hereof, the claim that will remain with the Insured without being transferred to our company shall receive payment prior to the claims transferred to our company.
- (3) The Policyholder and the Insured must cooperate with our company in preserving and exercising the claims to be transferred to our company provided for in paragraph (1) hereof as well as in obtaining the evidences and documents required by our company for preserving and exercising the same. Our company shall bear the expenses paid by the Policyholder or the Insured for cooperating with our company.

Article 30 (Filing of Lawsuit)

Lawsuits concerning this insurance contract shall be filed in a court in Japan.

Article 31 (Governing Law)

The matters not provided for in these insurance clauses of insurance contract will be governed by the laws and regulations of Japan.

Appended Table (Table of Short-period Rates)

Expired period	Up to 7 days	Up to 15 days	Up to 1 month	Up to 2 months	Up to 3 months	Up to 4 months	Up to 5 months
Short-period rate	10%	15%	25%	35%	45%	55%	65%
Expired period	Up to 6 months	Up to 7 months	Up to 8 months	Up to 9 months	Up to 10 months	Up to 11 months	Up to 1 year
Short-period rate	70%	75%	80%	85%	90%	95%	100%

Special Terms and Conditions for Facility Owners/Managers

Article 1 Cases Applicable to Benefit Payouts

- (1) The damages stipulated in Article 1 (Cases Applicable to Benefit Payouts) of General Insurance Clauses for Civil Liability Insurance (hereinafter referred to as “General Insurance Clauses”) for which our company pays insurance benefits shall be those arising from either of the following:
 - (i) An immovable or movable property specified in the insurance policy that is owned, used, or managed by the Insured named in the insurance policy (hereinafter referred to such property as “Facility” and to such Insured as “Named Insured.”); or
 - (ii) Execution of the work for the Named Insured associated with the usage of the Facility, which is specified in the insurance policy (hereinafter referred to such work as “Work”)
- (2) For the purposes of these Special Terms and Conditions, the Insured refers to the following persons:
 - (i) Named Insured
 - (ii) Employee(s) of Named Insured
 - (iii) In the case where the Named Insured is a corporation, its directors, officers and other organizations executing the operations of the corporation
 - (iv) In the case where the Named Insured is an incorporated association other than a corporation, its members; and
 - (v) In the case where the Named Insured is a natural person, his or her relative(s) living together with the natural person
- (3) Other insured persons who are in a mutual relationship between the Insureds will not be regarded as “third parties” stipulated in Article 1 of the General Insurance Clauses. However, in the cases where the Named Insured bears civil liability to compensate for damages to any person(s) listed in paragraph (2), items (ii) through (iv) hereof, such person(s) listed in paragraph (2), items (ii) through (iv) hereof will be regarded as a “third parties.”
- (4) Our company will pay insurance benefits only in the cases where an Accident arising from either of the grounds listed in paragraph (1) hereof occurred in Japan (or, in the cases where any other place than Japan is mentioned in the section for “Applicable Area”, in that place) during the Insurance Policy Period specified in the insurance policy.

Article 2 (Cases Not Applicable to Benefit Payouts)

Our company will not pay insurance benefits for the damages as provided for in Article 7 (Cases Not Applicable to Benefit Payouts) and Article 8 (Cases Not Applicable to Benefit Payouts) of the General Insurance Clauses and also for the damages arising, either directly or indirectly, from the causes listed below. However, judgements on whether or not any of the circumstances listed in Article 7, paragraph (i) and Article 8, paragraph (iii) of the General Insurance Clauses apply will be made separately for each Insured.

- (i) Leakage or overflow of vapor or water from a water supply and drainage pipe, an air conditioner, a humidity controller, a fire hydrant, or a commercial or household appliance
- (ii) Leakage or overflow of the content of a sprinkler
- (iii) Intrusion or blowing of rainwater, snow, hail, sleet or graupel into a building from outside
- (iv) Work for new construction, repairing, alteration or demolition, etc. of a Facility
- (v) Ownership, use or management of any of the following items:
 - A. Automobiles, scooters or airplanes
 - B. Ships and vehicles (excluding the ones solely driven by human power) or animals outside the Facility
- (vi) The following items that are no longer under the possession of the Named Insured
 - A. Commodities or food and drink
 - B. Properties existing outside the Facility other than the ones stipulated in the preceding item A (excluding the machinery, apparatuses, or materials left sitting or abandoned in the site of Work)
- (vii) Accidents resulted from the Work that occurred after the Work was completed (in the case where handover of the subject of the Work is required, the Work is deemed to be completed at the time of handover) or after the Work was abandoned; provided, however, this provision will not apply to the machinery, apparatuses, or materials left sitting or abandoned in the site of Work.

Article 3 (Modifications to Exclusions from Insurance Policy for Properties Under Management)

For the purposes of these Special Terms and Conditions, the provisions of Article 8 (Cases Not Applicable to Benefit Payouts), paragraph (ii) of the General Insurance Clauses will be deemed to be replaced as below:

“(ii) Compensations listed in the following items:

- A. The compensation to be paid by the Named Insured for damages to a property owned, used, or managed by the Named Insured to a person having a legitimate right in such property; and
- B. The compensation to be paid by the Insured other than the Named Insured for damages to a property

owned, used, or managed by the Insured (except for the property stipulated in the preceding item A) to a person having a legitimate right in such property. However, judgements on whether or not these provisions apply shall be made separately for each Insured. “

Article 4 (Definition of One Accident)

A series of accidents arisen from the same cause or circumstances will be regarded as “one (1) Accident,” regardless of the times or locations of occurrence of the accidents or the number of victims, and all such accidents will be regarded to have occurred at the time when the first accident occurred.

Article 5 (Provisions to be Replaced)

For the purposes of these Special Terms and Conditions, the wordings in the General Insurance Clauses will be deemed to be replaced as specified in the following table:

Applicable Provisions of the General Insurance Clauses	Old wording before replacement	New wording after replacement
Article 6 (Duty of Disclosure), paragraphs (1), (2) and (3)(iii); Article 10 (Duty of Notification), paragraphs (1) and (2), Article 14 (Settlement of Insurance Premiums), paragraph (2)	the Insured	Named Insured

Article 6 (Relations to the General Insurance Clauses and Other Provisions)

To the matters not provided for in these Special Terms and Conditions, the provisions of the General Insurance Clauses and the endorsement clauses to this insurance contract will be applied, unless contrary to the provisions of these Special Terms and Conditions.

(Optional endorsements to be attached to the Special Terms and Conditions for Facility Owners/Managers)

▪ **Endorsement Clause Regarding Coverage Against Risks of Water Leakage (Attached to the Special Terms and Conditions for Facility Owners/Managers)**

For the purposes of this insurance contract, our company will not apply the provisions of Article 2 (Cases Not Applicable to Benefit Payouts), paragraphs (i) and (ii) of the Special Terms and Conditions for Facility Owners/Managers.

▪ **Endorsement Clause Regarding Coverage Against Risks of Damage to Property, etc. Subject to Work (Attached to the Special Terms and Conditions for Facility Owners/Managers)**

Article 1 (Cases Applicable to Benefit Payouts)

(1) Our company will pay insurance benefits for the damages that are incurred by the Insured from bearing civil liability for compensation to a property, etc. subject to work arisen from the Facility or from executing the Work stipulated in the Special Terms and Conditions for Facility Owners/Managers (hereinafter referred to as “the Special Terms and Conditions”), to a person having a legitimate right in such property, pursuant to the provisions of this endorsement clause.

(2) To the damages stipulated in the preceding paragraph (1), the provisions of Article 8 (Cases Not Applicable to Benefit Payouts), paragraph (ii) of the General Insurance Clauses for Civil Liability Insurance (hereinafter referred to as “General Insurance Clauses”) with their wordings replaced pursuant to the provisions of Article 3 (Modifications to Exclusions from Insurance Policy for Properties Under Management) of the Special Terms and Conditions will not be applied.

Article 2 (Definition of Terms)

For the purposes of this endorsement clause, the following terms shall have the respective meanings provided below:

Term	Definition
Property, etc. Subject to Work	<p>A property owned, used, or managed by the Insured named in the insurance policy (hereinafter referred to as “Named Insured”) which does not fall under any of the following:</p> <p>A. Property that the Named Insured is borrowing from a third party under a lease contract, rental contract, or any other lease agreement;</p> <p>B. Immovable property borrowed by the Named Insured borrows from a third party (excluding those specified in the preceding paragraph A);</p> <p>C. Materials and subject of installation Work provided to the Named Insured by a third party for executing the Work specified in the Special Terms and Conditions (including materials for temporary structure for the Work);</p> <p>D. Properties entrusted to the Named Insured for the purpose of storing, selling and displaying them; or</p> <p>E. Cargos whose transportation have been entrusted to the Named Insured; provided, however, this provision will not apply in the cases where the relevant damage to the cargos occurred within the site of Work (meaning the site where the Work is carried out and to which many and unspecified persons access), and</p> <p>the Property, etc. Subject to Work does not include any property existing in a Facility (provided, however, this property includes those temporarily placed outside the Facility as a part of the normal work procedures in the Facility) managed by the Named Insured or a service provider of work for the performance of the work by the Named Insured or such service provider</p>
Service Provider of Work	Persons other than the Insured to whom the Named Insured subcontracts Work under a subcontract agreement, a service contract, or any other relevant arrangement

Article 3 (Cases Not Applicable to Benefit Payouts: Part 1)

Our company will not pay insurance benefits for the damages arisen from any damage to a Property Subject to Work in cases where the Property falls under any of the following:

- (i) Properties owned by the Named Insured or its legal representatives (in cases where the Named Insured is a corporation, the legal representatives mean the corporation’s directors, officers, or other

organizations executing the operations of the corporation; the same shall apply hereinafter) or by employee(s) of the Named Insured (including the properties purchased under a sales contract with a retention of title clause);

- (ii) Properties used by the Named Insured or its legal representatives or employees exclusively for other works than the Work stipulated in the Special Terms and Conditions ; or
- (iii) Living things such as plants and animals, coins, bills, securities, revenue stamps, postal stamps (including the postcards having a postage charge stamp printed on), certificates, jewels, precious metals, works of art, antiques, medals, emblems, manuscripts, design documents, templates and other similar properties.

Article 4 (Cases Not Applicable to Benefit Payouts: Part 2)

- (1) Our company will not pay insurance benefits for the damages as provided for in Article 7 (Cases Not Applicable to Benefit Payouts) as well as in Article 8 (Cases Not Applicable to Benefit Payouts; excluding the provisions of (ii) for Properties Subject to Work) of the General Insurance Clauses and in Article 2 (Cases Not Applicable to Benefit Payouts) of the Special Terms and Conditions and also for the damages arising, either directly or indirectly, from the following causes:
 - (i) Mustiness, mould, rotting, decolouration, rusting, sweating and other similar developments caused by normal wear and tear or nature
 - (ii) Being eaten by a mouse or a worm or other similar developments
 - (iii) Poorness in repairing, inspecting and processing skills or deficient finishing
 - (iv) Errors in selection of colours or characteristics of painting materials
- (2) Notwithstanding the provisions of paragraph (1) hereof, the provisions of Article 2, paragraph (v) of the Special Terms and Conditions will not be applied to the damages to an automobile or a scooter, which is the Property, etc. Subject to Work, arisen from other causes than its operations. "Operations" in this context mean the uses of the automobiles or scooter in accordance with its usage instructions, regardless of whether it is used for transporting any person or goods.

Article 5 (Limitation of Liability)

- (1) In regard to the damages arising from any damage to Properties Subject to Work, etc., the Maximum Benefit and the Amount of Deductible stipulated in Article 4 (Limitation of Liability), paragraph (1) in the General Insurance Clauses, shall be the respective amounts listed in the section for this endorsement clause in each property's insurance policy.
- (2) The amount of insurance benefit paid by our company to compensate for damages owed through civil liability shall be up to the Maximum Benefit specified in the section for "Compensation for Injuries and Property Damages" or the section for "Compensation for Property Damages" in the insurance policy, inclusive of the amount of the damages for which our company need to pay insurance benefits pursuant to the provisions of this endorsement clause.

Article 6 (Relations to the General Insurance Clauses and Other Provisions)

To the matters not provided for in this endorsement clause, the provisions of the General Insurance Clauses, the Special Terms and Conditions, and other endorsement clauses to this insurance contract will be applied, unless contrary to the provisions of this endorsement clause.

- Endorsement Clause Regarding Coverage Against Risks of Damage to Customers' Belongings (Attached to the Special Terms and Conditions for Facility Owners/Managers)

Article 1 (Cases Applicable to Benefit Payouts)

- (1) Notwithstanding the provisions of Article 1 (Cases Applicable to Benefit Payouts) in the General Insurance Clauses for Civil Liability Insurance (hereinafter referred to as "General Insurance Clauses"), in the cases where the Facility stipulated in the Special Terms and Conditions for Facility Owners/Managers (hereinafter referred to as "the Special Terms and Conditions") falls under any of the establishments intended for customers to gather as provided for in Article 596, paragraph 1 of the Commercial Code and the Work as provided for in the Special Terms and Conditions is the operation of such establishment, our company will pay insurance benefits, pursuant to the provisions of this endorsement clause, for the damages that are incurred by the Insured from bearing civil liability for compensation from the loss, theft, or swindling of goods customers carried into the establishment pursuant to the provisions of Article 596, paragraph 2 of the Commercial Code.
- (2) Our company will pay insurance benefits for the loss, theft or swindling specified in the preceding paragraph 1 only in the cases where the loss, theft or swindling occurred in Japan during the Insurance Policy Period specified in the insurance policy.

Article 2 (Cases Not Applicable to Benefit Payouts)

- (1) Our company will not pay insurance benefits for the damages provided for in Article 7 (Cases Not Applicable to Benefit Payouts) as well as in Article 8 (Cases Not Applicable to Benefit Payouts) of the General Insurance Clauses and those specified in Article 2 (Cases Not Applicable to Benefit Payouts) of the Special Terms and Conditions and also for the damages concerning a property falling under any of the following:
 - (i) Properties loaded inside or outside of a car or scooter; or
 - (ii) Properties owned or used privately by the Named Insured specified in the insurance policy
- (2) Our company will not pay insurance benefits for the damages arising, either directly or indirectly, from any property that has become unusable because it was lost, stolen, or swindled, or from a decrease in revenue caused by such unusable property.
- (3) Our company will not pay insurance benefits for the damages arising from a theft or swindling committed or assisted by the Insured or any of his or her relatives.

Article 3 (Limitation of Liability)

Notwithstanding the provisions of Article 4 (Limitation of Liability), paragraphs (1) through (3) of the General Insurance Clauses, the amount of insurance benefits to be paid by our company for the damages stipulated in Article 1 (Cases Applicable to Benefit Payouts) herein shall be up to the Maximum Benefit specified in the section for this endorsement clause in the insurance policy including the expenses listed in Article 2 (Scope of Applicable Damages), paragraphs (ii) through (V) of the General Insurance Clauses.

Article 4 (Relations to the General Insurance Clauses and Other Provisions)

To the matters not provided for in this endorsement clause, the provisions of the General Insurance Clauses, the Special Terms and Conditions, and other endorsement clauses to this insurance contract will be applied, unless contrary to the provisions of this endorsement clause.

- **Endorsement Clause Regarding Coverage Against Risks to Vehicles to be Used Only Within the Facility (Attached to the Special Terms and Conditions for Facility Owners/Managers)**

Article 1 (Damages Not Applicable to the Provisions on Exclusions from Insurance Policy)

- (1) For the purposes of this insurance contract, the provisions of Article 2 (Cases Not Applicable to Benefit Payouts), paragraphs (iv), item A of the Special Terms and Conditions for Facility Owners/Managers (hereinafter, “the Special Terms and Conditions”) will not be applied to the damages arisen from Accidents occurred within the facility specified in the Special Terms and Conditions (hereinafter referred to such facility as “Facility”) caused by any vehicle to be used only within the facility specified in the appended table (hereinafter referred to such vehicles as “Vehicle to be Used Only Within the Facility”) that is owned, used or managed by the Named Insured specified in the insurance policy.
- (2) Our company will not pay insurance benefits for the damages arisen from Accidents occurred outside the Facility and were caused by a Vehicle to be Used Only Within the Facility.

Article 2 (Relations to Automobile Liability Insurance, etc.)

- (1) In the cases where a liability insurance contract (such contract includes the one by a mutual aid association; hereinafter referred to such liability contract as “Automobile Liability Insurance Contract”) must be concluded or has been concluded for an Vehicle to be Used Only Within the Facility or where an automobile insurance contract (such contract includes the one by a mutual aid association; the same shall apply hereinafter) has been concluded therefor, our company will pay insurance benefits, notwithstanding the provisions of Article 27 (The Amount of Insurance Benefit Payout In the Case Where There Are Other Insurance or Similar Contracts) of the General Insurance Clauses for Civil Liability Insurance (hereinafter, “General Insurance Clauses”), only in the cases where the amount of the applicable damage stipulated in paragraph (1) of the preceding Article exceeds the total amount of the insurance benefits payable under the relevant Automobile Liability contract and only for the excess amount.
- (2) In the cases specified in paragraph (1) hereof, our company will apply the provisions of Article 4 (Limitation of Liability), paragraph 1 of the General Insurance Clauses, by using the total amount of the insurance benefits payable under the relevant automobile liability insurance Contract or automobile insurance or the amount of the deductible specified in the insurance policy, whichever is higher, as the amount of deductible.

Article 3 (Relations to the General Insurance Clauses and Other Provisions)

To the matters not provided for in this endorsement clause, the provisions of the General Insurance Clauses, the Special Terms and Conditions, and other endorsement clauses to this insurance contract will be applied, unless contrary to the provisions of this endorsement clause.

- Endorsement Clause Regarding Additional Insured Persons and Cross Liability Coverage (Attached to the Special Terms and Conditions for Facility Owners/Managers, the Special Terms and Conditions for Contractors, the Special Terms and Conditions for Products, the Special Terms and Conditions for Entrusted Persons, and the Special Terms and Conditions for Automobile Managers)

Article 1 (Addition of the Insured)

(1) The Insured under this insurance policy includes the following persons (hereinafter, “Additional Insured Person(s)”) to the extent of their duties specified on their respective insurance policies.

- Official Participants
- Non-official Participants who concluded Participation Contract with the Organiser
- Persons who concluded Participation Contract with the Organiser to allow them to conduct Commercial Activities
- Persons who concluded with the Organiser agreements to allow them to provide entertainments
- Person who concluded with the Organiser agreements to allow them to lease any immovable or movable property
- Persons who concluded with the Organiser agreements to allow them to build, assemble, demolish, and remove buildings, structures, equipment and apparatuses, and to perform construction work
- On-site electric mobility vehicle drivers; excluding such drivers who are Visitors.

(2) Of other Insured persons who are in a mutual relationship between the Insured, those listed in the following items will be regarded as “third parties” stipulated in the provisions of Article 1 (Cases Applicable to Benefit Payouts) of the General Insurance Clauses for Civil Liability Insurance (hereinafter, “General Insurance Clauses”). In this case, the provisions of this insurance contract will be applied individually to each of such Insureds, except for the provisions concerning the Maximum Benefit.

- (i) In the cases where an Additional Insured Person bears civil liability to compensate for damages to the Insured stipulated in the Special Terms and Conditions or other endorsement clauses to this insurance contract (hereinafter referred to such Insured as the “Insured in the Special Terms and Conditions or Other Provisions”) or to other Additional Insured Persons, such Insured in the Special Terms and Conditions or Other Provisions or other Additional Insured Persons; and
- (ii) In the cases where the Insured in the Special Terms and Conditions or Other Provisions bears civil liability to compensate for damages to any Additional Insured Person, such Other Additional Insured Person(s).

Article 2 (Relations to the General Insurance Clauses and Other Provisions)

To the matters not provided for in this endorsement clause, the provisions of the General Insurance Clauses as well as of the Special Terms and Conditions and other endorsement clauses to this insurance contract will be applied, unless contrary to the provisions of this endorsement clause.

Special Terms and Conditions for Products

Article 1 (Cases Applicable to Benefit Payouts)

- (1) The damages stipulated in Article 1 (Cases Applicable to Benefit Payouts) of the General Insurance Clauses for Civil Liability Insurance (hereinafter referred to as “General Insurance Clauses”) for which our company pays insurance benefits shall be those arising from either of the following:
- (i) A property specified in the insurance policy which is no longer under the possession of the Insured named in the insurance policy document (hereinafter referred to such property as “Product” and to such Insured as “Named Insured”); or
 - (ii) A result brought on by the work specified in the insurance policy that was conducted by the Named Insured (hereinafter referred to such work as “Work”)
- (2) For the purposes of these Special Terms and Conditions, the Insured refers to the following persons:
- (i) Named Insured
 - (ii) Employee(s) of Named Insured
 - (iii) In the case where the Named Insured is a corporation, its directors, officers, other organizations executing the operations of the corporation
 - (iv) In the case where the Named Insured is an incorporated association other than a corporation, its members; and
 - (v) In the case where the Named Insured is a natural person, his or her relative(s) living together with the natural person
- (3) Other insured persons who are in a mutual relationship between the Insureds will not be regarded as “third parties” stipulated in Article 1 of the General Insurance Clauses. However, in the cases where the Named Insured bears civil liability to compensate for damages to any person(s) listed in paragraph (2), items (ii) through (iv) hereof, such person(s) listed in paragraph (2), items (ii) through (iv) hereof will be regarded as a “third parties.”
- (4) Our company will pay insurance benefits only in the cases where an Accident arising from either of the grounds listed in paragraph (1) hereof occurred in Japan (or, in the cases where any other place than Japan is mentioned in the section for “Applicable Area”, in that place) during the Insurance Policy Period specified in the insurance policy.

Article 2 (Definition of Terms)

For the purposes of these Special Terms and Conditions, the following terms shall have the respective meanings provided below:

Term	Definition
Subjects of Work	All the subjects for which Work has been performed
Finished Products	The properties produced or processed by using a Product as raw materials, components (including additives and materials), containers, or packaging
Manufactured and Processed Goods	The properties produced or processed by using a machine or tool which is a Product or a Finished Product or in which a Product or a Finished Product is used as a controlling device
Recall or Other Relevant Measures	The appropriate measures such as recall, inspection, repair, and exchange conducted for Products or Subjects of Work, or other properties of which a Product or Subject of Work comprise a part

Article 3 (Cases Not Applicable to Benefit Payouts)

- (1) Our company will not pay insurance benefits for the damages stipulated in Article 7 (Cases Not Applicable to Benefit Payouts) and Article 8 (Cases Not Applicable to Benefit Payouts; excluding the provisions of (ii)) of the General Insurance Clauses and also for the damages caused, either directly or indirectly, by the following items. However, judgements on whether or not any of the circumstances listed in Article 7, paragraph (i) and Article 8, paragraph (iii) of the General Insurance Clauses apply will be made separately for each Insured.
- (i) A result brought on by a Product produced, sold, or provided by the Insured by violating applicable laws and regulations intentionally or through gross negligence or by a Work conducted by the Insured by violating applicable laws and regulations intentionally or through gross negligence;
 - (ii) A misleading representation or false representation by the Insured concerning the effectiveness and performance of a Product or a Subject of Work (a misleading representation means the one indicating that the effectiveness and performance of the Product or Subject of Work as being significantly better than they really are); and
 - (iii) A machine, apparatus or materials left sitting or abandoned in the site of Work
- (2) Our company will not pay insurance benefits for the damages that are incurred by the Insured from bearing

civil liability for compensation which have arisen because any of the following item was damaged or became unusable (including the cases where a defect in one part of the property damaged its other part or made other part unusable).

(i) Products

(ii) Of the Subjects of Work, the ones that are properties to which a work which eventually caused an Accident was added (including the cases where such work was added because it was necessary)

(iii) Finished Products

(iv) Manufactured and Processed Goods

(3) In regard to the Accidents caused by any result from the Work, our company will not pay insurance benefits for those occurred before the Work was completed (or before handing over of the Work in the case where handing over of the Subject of Work is required) or before the Work was abandoned.

Article 4 (Duties to Conduct Recall or Other Relevant Measures)

(1) When the insured came to know the occurrence of an Accident or the possibility of occurrence of an Accident, the Insured must immediately conduct a recall or other relevant measures to prevent the Accident from spreading further or from occurring (including the occurrence of a similar Accident).

(2) In the cases where the Insured violates the duty stipulated in the preceding paragraph (1) without any justifiable ground, our company will pay the balance after subtracting the amount of damages incurred by our company from such violation from the total amount of the applicable insurance benefits.

(3) Our company will not pay insurance benefits for the expenses required to conduct the recall or other relevant measures stipulated in paragraph (1) hereof, regardless of whether the Insured has paid the expenses or borne such expenses as the compensation for damages owed through civil liability.

(4) In regard to Manufactured and Processed Goods, our company will not pay insurance benefits for the expenses required for the measures such as recall, inspection, repair and exchange conducted to prevent an Accident from spreading further or from occurring, regardless of whether the Insured has paid the expenses or borne such expenses as the compensation for damages owed through civil liability.

Article 5 (Definition of One Accident)

A series of accidents arisen from the same cause or circumstances will be regarded as “one (1) Accident,” regardless of the times or locations of occurrence of the accidents or the number of victims, and all such accidents will be regarded to have occurred at the time when the first accident occurred.

Article 6 (Provisions to be Replaced)

For the purposes of these Special Terms and Conditions, the wordings in the General Insurance Clauses will be deemed to be replaced as specified in the following table:

Applicable Provisions of the General Insurance Clauses	Old wording before replacement	New wording after replacement
Article 6 (Duty of Disclosure), paragraphs (1), (2) and (3)(iii); Article 10 (Duty of Notification), paragraphs (1) and (2), Article 14 (Settlement of Insurance Premiums), paragraph (2)	the Insured	Named Insured

Article 7 (Relations to the General Insurance Clauses and Other Provisions)

To the matters not provided for in these Special Terms and Conditions, the provisions of the General Insurance Clauses and the endorsement clauses to this insurance contract will be applied, unless contrary to the provisions of these Special Terms and Conditions.

(Optional endorsements to the Special Terms and Conditions for Products)

▪ **Endorsement Clause Regarding Exclusion from Liability for Specified Products and Results from Work (Attached to the Special Terms and Conditions for Products)**

- (1) Our company will not pay insurance benefits for the damages arising, either directly or indirectly, from the following causes:
 - (i) Products listed in the following items:
 - A. Airplanes;
 - B. Rockets, artificial satellites, spacecrafts, and other similar products;
 - C. Bodies, wings, stabilizers, engines, control surfaces, navigation devices, landing gears, electronic devices, hydraulic equipment or dedicated devices of the products listed in the preceding items A and B, or the properties produced, sold or provided by the Named Insured to be used as a component thereof; and
 - D. Tobaccos, electronic cigarettes, or other tobacco products (including ingredients, components, attachments, and accessories thereof); provided, however, this provision will not apply to the damages that are caused by the overheat, explosion, rupture or cracking of an electric cigarette.
 - (ii) Results from the maintenance, inspection or repair of a products listed in paragraph (i), items A and B hereof
- (2) For the purposes of these endorsement clauses, “airplanes” mean aircrafts, helicopters, gliders, airships, ultralight powered crafts (including motor hang gliders, microlight aircrafts, ultralight aircrafts), gyroplanes, unmanned aerial vehicles (meaning the ones stipulated in the provisions in Article 1 of the Order for Enforcement of the Aircraft Manufacturing Industry Act).
- (3) For the purposes of these endorsement clauses, “electronic cigarettes” mean battery-operated devices that provide vaporized inhalable substance through the mouthpiece, including battery-operated cigarettes, smoking tobaccos, cigars, water pipes and inhalers. However, steam inhalers and mist inhalers used for medical purposes are not included in these electric cigarettes.

▪ **Endorsement Clause Regarding Additional Insured Persons and Cross Liability Coverage (Attached to the Special Terms and Conditions for Facility Owners/Managers, the Special Terms and Conditions for Contractors, the Special Terms and Conditions for Products, the Special Terms and Conditions for Entrusted Persons, and the Special Terms and Conditions for Automobile Managers)**

Article 1 (Addition of the Insured)

- (1) The Insured under this insurance policy includes the following persons (hereinafter, “Additional Insured Person(s)”) to the extent of their duties specified on their respective insurance policies.

- Official Participants
- Non-official Participants who concluded Participation Contract with the Organiser
- Persons who concluded Participation Contract with the Organiser to allow them to conduct Commercial Activities
- Persons who concluded with the Organiser agreements to allow them to provide entertainments
- Person who concluded with the Organiser agreements to allow them to lease any immovable or movable property
- Persons who concluded with the Organiser agreements to allow them to build, assemble, demolish, and remove buildings, structures, equipment and apparatuses, and to perform construction work
- On-site electric mobility vehicle drivers; excluding such drivers who are Visitors.

- (2) Of other Insured persons who are in a mutual relationship between the Insured, those listed in the following items will be regarded as “third parties” stipulated in the provisions of Article 1 (Cases Applicable to Benefit Payouts) of the General Insurance Clauses for Civil Liability Insurance (hereinafter, “General Insurance Clauses”). In this case, the provisions of this insurance contract will be applied individually to each of such Insureds, except for the provisions concerning the Maximum Benefit.
 - (i) In the cases where an Additional Insured Person bears civil liability to compensate for damages to the Insured stipulated in the Special Terms and Conditions or other endorsement clauses to this insurance contract (hereinafter referred to such Insured as the “Insured in the Special Terms and Conditions or Other Provisions”) or to other Additional Insured Persons, such Insured in the Special Terms and Conditions or Other Provisions or other Additional Insured Persons; and
 - (ii) In the cases where the Insured in the Special Terms and Conditions or Other Provisions bears civil liability to compensate for damages to any Additional Insured Person, such Other Additional Insured Person(s).

Article 2 (Relations to the General Insurance Clauses and Other Provisions)

To the matters not provided for in this endorsement clause, the provisions of the General Insurance Clauses as well as of the Special Terms and Conditions and other endorsement clauses to this insurance contract will be applied, unless contrary to the provisions of this endorsement clause.

Other endorsement clauses (attached to all the relevant terms and conditions)

▪ Endorsement Clause Regarding Non-coverage Against Nuclear Hazard Risks

- (1) Our company will not pay insurance benefits for the damages arising, either directly or indirectly, from the effects of radioactivity, explosiveness and other actions by harmful properties brought on by a nuclear reaction, nuclear decay or fission, etc. of any of the substances in the following items or from such harmful actions (such damages include those caused by radioactive contamination or radiation damage):
- (i) Nuclear fuel materials (including spent nuclear fuels);
 - (ii) Nuclear source materials;
 - (iii) Radioactive elements;
 - (iv) Radioactive isotopes; and
 - (v) Items contaminated by any of the substances listed in the preceding items (i) through (iv).
- (2) In regard to radioactive isotopes used for medical or industrial purposes (excluding uranium, thorium, plutonium as well as their compounds, and items containing any of these substances), the provisions of paragraph 1 hereof will not apply to the damages caused by a nuclear reaction, nuclear decay, or nuclear fission occurred during the use, transportation, or storage of any of such radioactive isotopes; excluding the cases where the use, storage, or transportation entailed any violation of applicable laws and regulations.

▪ Endorsement Clause Regarding Non-coverage Against Risks of Professional Occupations

Our company will not pay insurance benefits for the damages arisen from the acts listed in the following items committed by the Insured, employee(s) of the Insured, or other persons helping the Insured's operations, except for the cases where the Special Terms and Conditions or the endorsement clauses applicable to this insurance contract have any provision that runs counter to this endorsement clause.

- (i) Medical practices such as provision of treatments, reliefs and preventive measures for sicknesses, provisions of medical examinations, diagnoses, guidance on recuperation methods, and corrections, attending births, provision of postmortem examinations, or preparation or issuance of documents such as medical certificates, autopsy reports, and prescriptions (excluding the cases where persons other than doctors, dentists, nurses, or public health nurses are permitted to perform such practices by applicable laws and regulations);
- (ii) Acts that may inflict physical harm on patients if not performed by any person who is not a doctor, dentist, nurse, public health nurse or midwife, such as cosmetic surgeries, medical abortions, midwifery services and blood draws (excluding the cases where persons other than doctors, dentists, nurses, or public health nurses are permitted to perform such acts by applicable laws and regulations);
- (iii) Dispensing or administering medicine, or sales or provision of medicine;
- (iv) Acts that are prohibited to be performed by any other persons than licenced Massage and Finger Pressure Practitioners, Acupuncturist, Moxibustion Practitioners, and Judo Therapist; and
- (v) Acts that are prohibited to be performed any other persons than licenced Architect, Land and House Investigators, Professional Engineers, Surveyors and veterinarians

▪ Endorsement Clause Regarding Non-coverage Against Contamination Risks

Article 1 (Cases Not Applicable to Benefit Payouts)

Our company will not pay insurance benefits for the damages arising, either directly or indirectly, from the emission, discharge, overflow, leakage or release (hereinafter referred to as "Emission, etc." or "Emitted, etc.") of a contaminant or from the unlawful dumping or inappropriate disposal of a contaminant. However, in regard to the Emission, etc. of a contaminant, this provision will not apply in the cases that meet all of the following conditions:

- (i) The Emission, etc. of the contaminant is unmeasurable;
- (ii) The accident that caused the Emission, etc. of the contaminant (hereinafter referred to as "Accident") occurred unexpectedly;
- (iii) The Emission, etc. of the contaminant occurred abruptly; and
- (iv) The Insured discovered the Emission, etc. of the contaminant within seven (7) days from the occurrence of the Accident, and notified our companies of the matters stipulated in Article 12 (Occurrence of Accident), paragraph 1, item (i) of the General Insurance Clauses for Civil Liability Insurance within 21 days from the occurrence thereof.

Article 2 (Definition of Terms)

For the purposes of this endorsement clause, the following terms shall have the respective meanings provided below:

Term	Definition
Contaminant	It means any of the following substances, regardless of whether it is in a solid, liquid, gas, or other form, or of whether it is alkaline, acid or of any other property: A. Harmful chemical substances; B. Hazardous substances; and C. Other materials than those listed in the preceding items A and B that are harmful to living organisms or that may cause pollution of soil, air or water D. Odours E. Petroleum-based substance
Petroleum-based substance	It means any of the following substances: A. Petroleum-based product such as crude oil, gasoline, kerosene, light oil, fuel oil, lubricant oil, pitch, and tar; B. Chemical product induced from any of the petroleum-based products listed in the preceding item A; or C. Mixture, waste, and sediment containing any of the substances listed in the preceding paragraphs A and B
Pollution Clean Up Costs	Meaning all the expenses required for investigating, monitoring, cleaning, transporting, storing, disposing, detoxifying, neutralizing, etc. of contaminants Emitted, etc.

Article 3 (Handling of Pollution Cleanup Costs)

Our company will not pay insurance benefits for Pollution Cleanup Costs and the damages caused by such Costs. However, this provision will not apply to the damages incurred by the Insured from bearing civil liability for compensation to a third party in the cases stipulated in the proviso to Article 1 (Cases Not Applicable to Benefit Payouts) hereof.

▪ **Endorsement Clause Regarding Non-coverage of Risks of Damages from Asbestos or Other Relevant Items**

Our company will not pay insurance benefits for the damages caused, either directly or indirectly, by either of the following:

- (i) Carcinogenic or other harmful properties of asbestos or products containing asbestos
- (ii) Carcinogenic or other harmful properties, similar to those of asbestos, of alternatives to asbestos or products containing such alternatives

▪ **Endorsement Clause Regarding Non-coverage of Cyberattack Risks**

Article 1 (Cases Not Applicable to Benefit Payouts)

Our company will not pay insurance benefits for the damages or losses arising, either directly or indirectly, from cyber incidents. However, this provision will not apply to the damages or losses that have not arisen from cyberattacks.

Article 2 (Definition of Terms)

For the purposes of this endorsement clause, the following terms shall have the respective meanings provided below:

Term	Definition
Cyber incidents	<p>The incidents listed in the following items:</p> <p>A. Incidents caused by cyber attacks;</p> <p>B. The following incidents caused by other reasons than cyber attack:</p> <p>(A) Loss, corruption, rewriting, disappearance, or leakage of software or of magnetically- or optically-recorded data caused by unforeseen circumstances;</p> <p>(B) Restriction on access to any computer systems due to unforeseen circumstances;</p> <p>(C) Breakdown, malfunction or failure of a computer system caused by unforeseen circumstances; which exclude, however, the incidents listed in the preceding items (A) and (B);</p> <p>(D) Incidents caused by erroneous processing, use, or operation of a computer systems; which exclude, however, the incidents listed in the preceding items (A) through (C);</p>
Cyberattacks	<p>The acts of dishonesty or crime concerning the access to or processing of access, use or operation of a computer system committed by person(s) not duly authorized to use such system (including the acts thereof committed by person(s) not duly authorized to use the system with the support of any person(s) duly authorized to use the system), which include the following:</p> <p>A. Unauthorized access to a computer system;</p> <p>B. Acts to intentionally cause a computer system breakdown, intentionally disturb the functions of a computer system, intentionally destroy a computer system, or intentionally cause malfunctioning of a computer system;</p> <p>C. Sending or installing of malicious programs such as malware or malicious software (including the acts of having other person(s) install such software); and</p> <p>D. Acts to falsify magnetically- or optically-recorded data managed by a computer system or illegally obtain such falsified data.</p>
Computer systems	<p>The systems in which the information processing devices and equipment such as PCs whose major purpose is to process or communicate information are connected via communication lines to controlling, monitoring, measuring, and other devices and equipment that communicate with the information processing devices and equipment, which include communication lines, terminals and other peripherals, magnetically- or optically-recorded data, and the systems operated in the cloud</p>

▪ **Endorsement Clause Regarding Maximum Benefits Common to Injury and Property Damage Compensations**

The amount of insurance benefit to be paid by our company to compensate for damages owed through civil liability per Accident shall be calculated by adding the respective amounts of damages arisen from the bodily injury and property damage to the applicable third party but only up to the Maximum Benefit specified in the insurance policy .

▪ **Endorsement Clause Regarding Non-coverage Against LP Gas Sales Operations**

- (1) Our company will not pay insurance benefits for the damages arising from the execution of LP gas sales operations (including the ownership, use or management of necessary facilities for the operations) by the Insured or from any result thereof.
- (2) "LP gas sales operations" in the preceding paragraph (1) means the provision of LP gas and operations associated with such provision, including production, storage, filling, and transportation of LP gas, which also include such operations as sales and lease of LP gas containers or other gas appliances (hereinafter, "Appliances") and pipe installation, installation and replacement of Appliances, inspection and repairing of Appliances and pipelines.

▪ **Endorsement Clause Regarding Coverage for Initial Response Expenses**

Article 1 (Payment of Expenses for Initial Response)

Notwithstanding the provisions of Article 1 (Cases Applicable to Benefit Payouts) of the General Insurance Clauses for Civil Liability Insurance (hereinafter, "General Insurance Clauses"), our company will pay insurance benefits for the damages that are incurred by the Insured from paying expenses for first response for an Accident provided for in the same Article and an Accident provided for in the Special Terms and Conditions or the endorsement clauses to this insurance contract (only for the expenses whose amounts and use purposes are deemed to be socially acceptable).

Article 2 (Definition of Terms)

For the purposes of this endorsement clause, the following terms shall have the respective meanings provided below:

Term	Definition
Expenses for First Response	<p>The expenses that are directly required to respond to the Accident stipulated in the preceding Article, among the expenses listed in the following; provided, however, the expense listed in paragraph E, item (A) will be applicable only in the cases where this endorsement clause is attached to the Special Terms and Conditions for Facility Owners/Managers or the Special Terms and Conditions for Contractors:</p> <p>A. Expenses for preserving the scene of the Accident, investigating and recording the situations thereof, taking necessary photos, and investigating the cause thereof;</p> <p>B. Expenses for cleaning up the scene of the Accident;</p> <p>C. Expenses for sending officer(s) or employee(s) of the Insured to the scene of the Accident, including travel expenses and accommodation costs therefor;</p> <p>D. Communication expenses;</p> <p>E. The following expenses provided to the victim:</p> <p>(A) Expense for consolation for bodily injury, which shall be only up to the amount specified in the section for "Maximum Benefit for Consolation for Bodily Injury" in the insurance policy, per Accident and per victim;</p> <p>(B) Expense for consolation for wind disaster, which shall be only up to the amount specified in the section for "Maximum Benefit for Consolation for Wind Damage" in the insurance policy, per Accident and per victim which is a household, corporation, etc.; but only for the expenses that were paid within 180 days from the occurrence of the Accident including the occurrence date (or, in the cases where the Insured notified our company of the time and details of the occurrence of the expense and requested an extension of the period within the same 180 days and our company accepted the request, within the period from the occurrence of the Accident until the day on which one (1) year elapsed since the occurrence, including the occurrence date);</p> <p>F. Expense for running apology ads in newspapers and other media, which was paid after obtaining a prior written consent from our company;</p> <p>G. Other expenses equivalent to those listed in the preceding items A through G; provided, however, other consolation payments than those listed in paragraph E and the expenses paid by the Insured for buying any consolation gifts for the victim will not be included in these other expenses;</p>
Expense for Consolation for Bodily Injury	It means the consolation or condolence money, or the expense for buying any condolence gifts for the victim, in cases where the Accident is a bodily injury of a third party.
Expense for Consolation for Wind Disaster	It means the consolation money or the expense for buying any consolation gifts for the victim in the cases where the Accident is a damage to a building or outdoor facility or equipment belonging to a third party and where the Accident was caused by an incoming flying object from or collapse, etc. of a building, an outdoor facility or equipment or a subject of construction work (including a subject of temporary construction work) owned, used, or managed by the Insured which had been damaged in a wind disaster.
Building	It means a structure fixed onto the ground and having roofs, pillars and walls, including its gate, fences, outer fences, garage and other attached structures; excluding, however, its outdoor facilities and equipment.

Outdoor Facilities and Equipment	These mean the facilities, equipment, machinery, etc. that are fixed firmly onto the ground and existing outside of buildings, excluding greenhouses, plastic greenhouses, tents, street lamps, traffic signals, signs, overhead wires, and plants
Subject of Temporary Construction Work	It means the subject of temporary construction work accompanied to the main construction work; provided, however, the temporary construction work refers to any of the works listed in the following items: A. Timbering; B. Formwork construction; C. Support frame construction; D. Scaffolding; E. Temporary bridge construction; F. Temporary pier construction; G. Earth-retaining work; H. Cofferdam construction; I. Road surface lining; J. Protecting work; K. Construction of roads within work site L. Construction of work service railway M. Construction of temporary shore reinforcement; N. Construction of temporary drainage; and O. Works in soil pit and soil damping field
Wind Disasters	These mean typhoon, whirlwind, tornado, rainstorm, etc., but exclude floods, tidal waves and other similar disasters.

Article 3 (Limitation of Liability)

Only in the cases where the damage compensation payment amount stipulated in Article 1 (Payment of Expenses for Initial Response) herein for an Accident exceeds the amount of the deductible specified in the section for this endorsement clause in the insurance policy, our company will pay insurance benefit per such Accident only for the exceeding amount. However, the amount of insurance benefit to be paid by our company shall not exceed the Maximum Benefit specified in the section for this endorsement clause in the insurance policy.

Article 4 (Relations to the General Insurance Clauses and Other Provisions)

To the matters not provided for in this endorsement clause, the provisions of the General Insurance Clauses as well as the Special Terms and Conditions and other endorsement clauses to this insurance contract will be applied, unless contrary to the provisions of this endorsement clause.

▪ Endorsement Clause Regarding Coverage Against Damages from Infringement of Moral Rights

Article 1 (Cases Applicable to Benefit Payouts)

- (1) Notwithstanding the provisions of Article 1 (Cases Applicable to Benefit Payouts) of the General Insurance Clauses for Civil Liability Insurance (hereinafter, “General Insurance Clauses”), our company will pay insurance benefits, pursuant to the provisions of this endorsement clause, for the damages that are incurred by the Insured from bearing civil liability for compensation for infringements of moral rights caused by any improper act associated with any circumstances pertaining the ownership, use or management of a Facility, the execution of Work or Operations or results therefrom, the execution of Products or Security Services or results therefrom, as provided for in Article 1 (Cases Applicable to Benefit Payouts) of the Special Terms and Conditions to which this endorsement clause is attached as well as of other endorsement clauses attached to this insurance contract (hereinafter referred to such infringement of moral rights as “Accident” and to such endorsement clause as the “Optional Endorsements”).
- (2) Our company will pay insurance benefits for the damages only in the cases where the improper act specified in the preceding item (1) was committed in Japan during the insurance policy period specified in the insurance policy (hereinafter referred to such period as the “Insurance Policy Period”).

Article 2 (Definition of Terms)

For the purposes of this endorsement clause, the following terms shall have the respective meanings provided below:

Term	Definition
Improper Act	It means either of the following Conducts: A.Improper physical restraint; or B.Indication of an improper act verbally, in writing or by using a picture, illustration, etc.
Infringement of Moral Rights	It means an infringement of freedom, a defamation, or an invasion of privacy.

Article 3 (Cases Not Applicable to Benefit Payouts)

Our company will not pay insurance benefits for the damages provided for in Article 7 (Cases Not Applicable to Benefit Payouts) as well as in Article 8 (Cases Not Applicable to Benefit Payouts) of the General Insurance Clauses and in (Cases Not Applicable to Benefit Payouts) of the Optional Endorsements, and also for the damages caused, either directly or indirectly, by any of the following:

- (i) An improper act that was first committed any time prior to the first day of the insurance policy period and then committed continuously or repeatedly after that;
- (ii) An improper act committed by or under the instructions of the Insured while knowing the act was incorrect;
- (iii) An act of crime committed by the Insured or committed with the permission or consent of the Insured (excluding those due to negligence);
- (iv) An improper act committed by the Insured associated with hiring, employment, or firing of employee; or
- (v) An advertising and publicity activity, broadcasting activity, or publication activity

Article 4 (Limitation of Liability)

Notwithstanding the provisions of Article 4 (Limitation of Liability), paragraph (1) in the General Insurance Clauses, only in the cases where the damage compensation payment amount for an Accident exceeds the amount of the deductible specified in the section for this endorsement clause in the insurance policy, our company will pay, per such Accident, insurance benefits, excluding the expenses provided for in Article 2 (Scope of Applicable Damages), paragraphs (ii) through (v) therein, for such exceeding amount (or, in the case where a reduced payment calculation rate is specified in the section for this endorsement clause in the insurance policy, for the amount obtained by multiplying such exceeding amount by the reduced payment rate specified in the insurance policy). However, the amount of insurance benefit to be paid by our company shall not exceed the Maximum Benefit specified in the section for this endorsement clause in the insurance policy.

Article 5 (Provisions to be Replaced)

- (1) For the purposes of this endorsement clause, the wording, “Accidents occurred,” in the provisions of Article 5 (Commencement and End of the Period of Insurance Liability), paragraph (3) of the General Insurance Clauses will be deemed to be replaced with “Accidents occurred due to any improper act committed.”
- (2) For the purposes of this endorsement clause, the wordings in the endorsement clause regarding changes to the provisions on insurance premiums will be deemed to be replaced as listed in the following table:

Applicable Provision in the Endorsement Clause Regarding Changes to the Provisions on Insurance Premiums	Old wording before replacement	New wording after replacement
Chapter 2, Section1 (Payment Methods, etc. of Insurance Premiums) (2)	Accident occurred prior to the payment of the first insurance premium	Accident occurred due to an improper act committed prior to the payment of the first insurance premium
Chapter 2, Section 1(2); Chapter 2, Section 5 (Exclusions, etc. from Insurance Policy for Non-Payment of Insurance Benefits After the Second Premium Payment Onward) (1); and Chapter 4, Section 1 (Refund of, Addition to, or Change in Insurance Premiums) (4)	Accidents occurred	Accidents occurred due to any improper act committed
Chapter 2, Section 1 (3) (ii) and (4) (i); and Chapter 4, Section 4 (Handling of Occurrence Time, etc. of Accident in the Case Where Insurance Premium Needs to be Changed: Part 1), (1), (2) and (ii)	The day on which the Accident occurred	The day on which the improper act was committed

Chapter 3, Section 1 (Cancellation of Insurance Contract Due to Non-payment of Insurance Premium) (2); and Chapter 4, Section 4 (3)	Accidents occurred	Accidents occurred due to any improper act committed
Chapter 4, Section 4 (5)(iii)	The date and time when the Accident occurred	The date and time when the improper act was committed

Article 6 (Relations to the General Insurance Clauses and Other Provisions)

To the matters not provided for in this endorsement clause, the provisions of the General Insurance Clauses and the Optional Endorsements will be applied, unless contrary to the provisions of this endorsement clause.

(Remainder to be left blank)