

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): |
|--|
| As per attached sheet |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) shown in the Schedule, but only with respect to the operations performed and /or products or any part thereof manufactured for or on behalf of you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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DESIGNATION OF PRODUCTS AND / OR COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART**

This insurance applies to "bodily injury", or "property damage" included in the "products-completed operations hazard" and arising out of products or completed operations shown in the Declarations.

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" :

1. If the "bodily injury" or "property damage" is arising out of products or completed operations which is not shown in the Declarations; or
2. If products or completed operations is described as "not covered" in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLAIM SERIES CLAUSE

This endorsement modifies insurance provided under the following:

PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. KNOWN LOSS EXCLUSION

The following is added to subparagraph b. of Paragraph 1., Insuring Agreement under **Section I – Coverages – Bodily Injury And Property Damage Liability**:

- (4) Prior to the policy period, no insured knew that the “bodily injury” or “property damage” had occurred, in whole or in part, or could have reasonably foreseen such an “occurrence”, except when this insurance is renewed and the “bodily injury” or “property damage” occurred during the period of a preceding policy which was issued by us with the same or broader coverage than the coverage afforded by this insurance.

B. CLAIM SERIES CLAUSE

The subparagraph c. of Paragraph 1., Insuring Agreement under **Section I – Coverages – Bodily Injury And Property Damage Liability** is replaced by the following, and the following d. is added.

- c. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
- (1) When notice of such claim is received and recorded by any insured or by us, whichever comes first; or
 - (2) When we make settlement in accordance with Paragraph a. above.
- d. Related Claims
- (1) All claims for damages because of “bodily injury” to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from “bodily injury,” will be deemed to have been made at the time the first of those claims is made against any insured.
 - (2) Two or more claims against any insured for damages because of “bodily injury” to different persons which arise from the same or substantially similar “occurrence” shall be treated as a single claim. All such claims whenever made will be considered first made during the period in which the earliest such claim was made and are subject to the limits of insurance of the policy in effect during that period. Coverage for claims arising from the same or substantially similar occurrence will not apply to any claims made more than 120 months after the first such claim is made.
 - (3) All claims for damage because of “property damage” causing loss to the same person or organization will be deemed to have been made at the time the first of those claims is made against any insured.
 - (4) Two or more claims against any insured for damages because of “property damage” causing loss to different persons or organizations which arise from the same or substantially similar “occurrence” shall be treated as a single claim. All such claims whenever made will be considered first made during the period in which the first [earliest] such claim was made and are subject to the limits of insurance of the policy in effect during that period. Coverage for claims arising from the same or substantially similar occurrence will not apply to any claims made more than 120 months after the first such claim is made.

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AMENDMENT OF SUPPLEMENTARY PAYMENTS (COSTS WITHIN LIMITS)

This endorsement modifies insurance provided under the following:

PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART

SUPPLEMENTARY PAYMENTS are replaced by the following:

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a.** All expenses and fees we incur.
- b.** The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- c.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- d.** All court costs taxed against the insured in the "suit".
- e.** Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- f.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- g.** Expenses incurred by the insured for first aid to others at the time of an accident for "bodily injury" to which this insurance applies.

These payments will reduce the limits of insurance.

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BLANKET ADDITIONAL INSURED (VENDORS – LIMITED FORM)

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART**

- A. Section II – Who Is An Insured** is amended to include as an additional insured all “vendors” located outside Japan, but only with respect to “bodily injury” or “property damage” arising out of products shown in the declarations which are distributed or sold in the regular course of the “vendor’s” business.
- However:
1. The insurance afforded to such “vendor” only applies to the extent permitted by law; and
 2. If coverage provided to the “vendor” is required by a contract or agreement, the insurance afforded to such “vendor” will not be broader than that which you are required by the contract or agreement to provide for such “vendor”.
- B.** With respect to the insurance afforded to these “vendors”, the following additional exclusions apply:
1. The insurance afforded the “vendor” does not apply to:
 - a. “Bodily injury” or “property damage” for which the “vendor” is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the “vendor” would have in the absence of the contract or agreement;
 - b. Any express warranty, or any distribution or sale for a purpose, unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the “vendor”;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the “vendor” has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the “vendor”;
 - h. “Bodily injury” or “property damage” occurring within the “vendor’s” premises; or
 - i. “Bodily injury” or “property damage” arising out of the sole negligence of the “vendor” for its own acts or omissions or those of its employees or anyone else acting on its behalf.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- C.** With respect to the insurance afforded to these “vendors”, the following is added to **Section III – Limits Of Insurance**:
If coverage provided to the “vendor” is required by a contract or agreement, the most we will pay on behalf of the “vendor” is the amount of insurance:
 1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;whichever is less.
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
- D.** “vendor” means:
Any person or organization which distribute or sell “your products” with the approval of you.

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PUNITIVE DAMAGES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART

This insurance does not apply to fines, sanctions, penalties, punitive or exemplary or other noncompensatory damages.

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EARTHQUAKE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" directly or indirectly caused by or arising out of earthquake, volcanic eruption, tidal wave or tsunami.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| Description of Professional Services: |
|--|
| Medical Service |

With respect to any professional services shown in the Schedule, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering or failure to render any professional service.

POLICY NO.
ENDORSEMENT NO.

Mitsui Sumitomo Insurance Company, Limited

[2B]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury", including any kind of consequential economic loss, resulting from or in any way arising out of the existence, handling, processing, manufacturing, sale, distribution, storage or use of natural asbestos, asbestos products and/or asbestos which is contained in any product, including but not limited to removal, cleanup, encapsulation, remediation or nullification of such natural asbestos, asbestos products or products in which asbestos is contained.

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NUCLEAR ENERGY EXCLUSION

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" directly or indirectly caused by or arising out of "hazardous properties" or "nuclear material".

As used in this exclusion;

- (1)** "Hazardous properties" includes radioactive, toxic or explosive properties,
- (2)** "Nuclear material" means source material, special nuclear material or byproduct material,
- (3)** "Property damage" includes all forms of radioactive contamination of property.

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TOTAL POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverages – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Pollution

- (1)** "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2)** Any loss, cost or expense arising out of any:
 - (a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b)** Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

The following definition is added to the Definitions section:

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

POLICY NO.
ENDORSEMENT NO.

Mitsui Sumitomo Insurance Company, Limited

[4A]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

JURISDICTION CLAUSE

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART**

Any dispute pertaining to the interpretation, application or construction of this insurance contract shall be filed and resolved solely in a Japanese court; and the law applicable to resolution of such dispute shall be the law of Japan.

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ENHANCED RECALL EXCLUSION

This endorsement modifies insurance provided under the following:

PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Exclusion 2. k. of Products / Completed Operations Bodily Injury And Property Damage Liability in Section I - Coverages is replaced by the following:

2. Exclusions

This insurance does not apply to:

k. Recall Of Products, Work ,Or Impaired Property.

Damages claimed for any loss, cost or expense incurred by you or others, in order to prevent the expansion of the damage or additional "bodily injury" or "property damage" arising out of the same or similar conditions where the initial "bodily injury" or "property damage" occurred, for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work";

(3) "Impaired property"; or

(4) Any property containing, including or incorporating "your product" in any manner as any part;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

B. In case "bodily injury" or "property damage" occurs or is expected to occur, you shall promptly withdraw, recall, inspect, repair or replace "your products" or "your work", or take all reasonable steps to prevent additional "bodily injury" or "property damage" arising out of the same or similar conditions where the initial "bodily injury" or "property damage" occurred.

C. If you fail to take preventive measures mentioned in the above paragraph without any justifiable reason, this insurance does not apply to "bodily injury" or "property damage" arising from the same cause where the initial "bodily injury" or "property damage" occurs.

POLICY NO.
ENDORSEMENT NO.

Mitsui Sumitomo Insurance Company, Limited

[4J]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCEPTION OF DUTY TO DEFEND

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART**

In the event any claim or "suit" is brought or made against the insured within the territories where we are prevented by law or otherwise from performing the obligation to defend, we shall be obligated neither to defend any such claim or "suit" nor pay on behalf of the insured any damages, and we will instead reimburse the insured, within and as a part of the applicable limit of insurance, for settlement, judgment or reasonable expenses incurred with our written consent.

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FLAT PREMIUM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

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

- The premium for this policy is a flat charge and shall not be subject to any adjustment.
- When used as a premium basis:
 - "Admissions" means the total number of persons during one year ended on the end of the latest fiscal year of you which can be recognized at the contract date, other than employees of you, admitted to the event(s) insured or to events conducted on the premises, whether on paid admission tickets, complimentary tickets or passes;
 - "Remuneration" means the entire remuneration earned during one year ended on the end of the latest fiscal year of you which can be recognized at the contract date, by all employees of you engaged in the Insured's operations, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by us;
 - "Receipts" means the gross amount of money charged by you or by others trading under your name for goods and products designated in the Declarations sold or distributed during one year ended on the end of the latest fiscal year of you which can be recognized at the contract date and charged during one year ended on the end of the latest fiscal year of you which can be recognized at the contract date for installation, servicing or repair;
 - "Cost" means the total cost to you for operations performed for you during one year ended on the end of the latest fiscal year of you which can be recognized at the contract date, by independent contractors on all work let or sublet in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work whether furnished by the owner, contractor or sub-contractor, including all fees, allowances, bonuses or commissions made, paid or due;
 - "Sales" means the gross amount of money charged by you or by others trading under your name for goods and products designated in the Declarations sold or distributed during one year ended on the end of the latest fiscal year of you which can be recognized at the contract date and charged during one year ended on the end of the latest fiscal year of you which can be recognized at the contract date for installation, servicing or repair; monies charged to one Insured under this policy by another Insured under this policy, for goods, products, installation servicing or repair shall not be considered sales within the meaning of this definition. In the case "Sales" defined above does not exist and we approve, "Sales" means the gross amount of money of sales described in the business plan of you.
- If you cancel this policy, the earned premium shall be computed in accordance with the short rate table set forth as above. If we cancel, the refund shall be calculated pro rata.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSTALLMENT OF PREMIUM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| | installment premiums | Due dates | | installment premiums | Due dates |
|-------------------------|----------------------|-----------|--------------------------|----------------------|-----------|
| 1st Installment: | | | 7th Installment: | | |
| 2nd Installment: | | | 8th Installment: | | |
| 3rd Installment: | | | 9th Installment: | | |
| 4th Installment: | | | 10th Installment: | | |
| 5th Installment: | | | 11th Installment: | | |
| 6th Installment: | | | 12th Installment: | | |

1. The first named insured shown in the Declarations must pay the premium of this policy in installments as outlined in the Schedule above.
2. The first named insured must pay the first installment premium at the time of inception, and must pay the remaining installment premiums on the Due date stated in the Schedule above.
3. If the Due date is the closing day of a tie-up financial institution that has a tie-up on bank account transfer of insurance premium with us and the first premium is paid in the following business day of the closing day, we considers the first premium is paid in the Due date.
4. We, even if the policy period has started, will not pay for any occurrence of loss (whilst the Policy being a claims made form: claims made) before the payment of the first installment premium.
5. (1) In the event of the first named Insured failing to pay the second or any of the subsequent installment premiums by the end of the following month of the due date, we will not pay for any occurrence of loss (whilst this insurance being a claims made form: claims made) after that due date.

(2) Notwithstanding the preceding provision of Article 5, in case of wire transfer payment, when we approve that the failure of the payment is not caused by intentional act or gross negligence on the part of the first named insured, we will pay for any occurrence of loss (whilst this insurance being a claims made form: claims made), if the first named insured pays the premium by the end of the next month after the following month of the due date.
6. In case of changes in the terms of this insurance, the additional premium (if necessary) must be paid in lump sum. We will not pay for any occurrence of loss (whilst the Policy being a claims made form: claims made) before the additional premium is received by us.
7. (1) In addition to item A . Cancellation in the Common Policy Conditions, we can by notice in writing to the first named insured cancel the policy in the following cases;
 - (a) If the first named insured fails to pay the installment premium by the end of the following month of the due date. In this case, the cancellation is effective from the due date.
 - (b) If the first named insured fails to pay the installment premium on two consecutive due dates and has not paid the total amount of the unpaid premium(*) until the next due date. In this case, the cancellation is effective from the next due date.
(*)Total amount of the unpaid premium means the total amount of the installed premium which should be paid on those two due dates.
- (2) In the event of the preceding provision of Article 7 being activated, we calculate an additional or return premium by the formula we define, and charge an additional premium or return a premium to the first named Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIRST PREMIUM PAYMENT BY BANK ACCOUNT TRANSFER

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART**

1. (1) The "first premium" under this policy shall be paid by the "due date" by bank account transfer.
(2) If the "due date" is the closing day of a "tie-up financial institution" and the "first premium" is paid in the following business day of the closing day, we consider the "first premium" is paid by the "due date".
2. (1) If you fail to pay the "first premium" by the "due date", you shall pay the "first premium" by the end of the next month of the "due date" to the bank account designated by us.
(2) If you pay the "first premium" by the end of next month of the "due date", any provision, which is contained in this policy or attached endorsement, of any loss, damage or liability in respect of any accident occurring prior to the receipt of the "first premium" payment shall not be applied in this policy.
(3) If you fail to pay the "first premium" by the end of next month of the "due date", we shall not be liable for any loss, damage or liability in respect of any accident occurring prior to the receipt of the "first premium" payment.
(4) Notwithstanding of the paragraph (3) of this article, if your failure to pay the "first premium" results from neither the intention of you nor the gross negligence of you, the paragraph (3), in which replacing the sentence "the end of next month of the due date" with the sentence "the end of the month after next month of the due date," shall be applied in this policy. In this case, if the premium under this policy is paid in installments, we may request you to pay, in addition to the "first premium", the overdue installment premium which is requested in the month after next month of the "due date".
3. (1) As stipulated in the paragraph (2) of article 2., if you make a request of claim payment to us for any loss, damage or liability in respect of any accident occurring prior to the payment of the "first premium", you shall pay the "first premium" to us before the insurance payment of us.
(2) Notwithstanding of the paragraph (1) of this article, we shall be liable for any loss, damage or liability in respect of any accident occurring prior to the "due date", if you promise to pay the "first premium" by the "due date" to us and we approve the promise.
(3) If you fail to pay the "first premium" by the "due date" in violation of the promise stipulated in the paragraph (2) of this article and you fail to pay the "first premium" by the end of next month of the "due date", we may request you to return all sums which we paid. In this paragraph, the sentence "the end of next month of the due date" is replaced with the sentence "the end of the month after next month of the due date," if the paragraph (4) of article 2. is applied.
4. (1) If you have still not paid the "first premium" by the end of next month of the "due date", we may cancel this policy by a written notice to you.
(2) The paragraph (1) of this Article is applied prior to any provision of the cancellation stipulated in an installment premium endorsement attached to this policy.
(3) The cancellation stipulated in the paragraph (1) of this article shall take effect from the beginning of the policy period.
5. Definitions
(1) "First premium" means the premium stipulated in this policy, if the premium is paid in one. If the premium is paid in installments, it means the first installment premium.
(2) "Tie-up financial institution" means a financial institution who has a tie-up on bank account transfer of insurance premium with us.
(3) "Due date" means the due date which we designate for each tie-up financial institution.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM PAYMENT BY INVOICE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. PAYMENT OF THE "FIRST PREMIUM"

1. The "first premium" under this policy shall be paid by the "due date" by invoice.
2.
 - (1) If you fail to pay the "first premium" by the "due date", you shall pay the "first premium" by the end of the next month of the "due date" to the bank account designated by us.
 - (2) If you pay the "first premium" by the end of the next month of the "due date", any provision, which is contained in this policy or attached endorsement, of any loss, damage or liability in respect of any accident occurring prior to the receipt of the "first premium" payment shall not be applied in this policy.
 - (3) If you fail to pay the "first premium" by the end of the next month of the "due date", we shall not be liable for any loss, damage or liability in respect of any accident occurring prior to the receipt of the "first premium" payment.
3.
 - (1) As stipulated in the paragraph (2) of article 2., if you make a request of claim payment to us for any loss, damage or liability in respect of any accident occurring prior to the payment of the "first premium", you shall pay the "first premium" to us before the insurance payment of us.
 - (2) Notwithstanding the paragraph (1) of this article, we shall be liable for any loss, damage or liability in respect of any accident occurring prior to the "due date", if you promise to pay the "first premium" by the "due date" to us and we approve the promise.
 - (3) If you fail to pay the "first premium" by the "due date" in violation of the promise stipulated in the paragraph (2) of this article and you fail to pay the "first premium" by the end of the next month of the "due date", we may request you to return all sums which we paid.
4.
 - (1) If you have still not paid the "first premium" by the end of the next month of the "due date", we may cancel this policy by a written notice to you.
 - (2) The paragraph (1) of this article is applied prior to any provision of the cancellation stipulated in an installment premium endorsement attached to this policy.
 - (3) The cancellation stipulated in the paragraph (1) of this article shall take effect from the beginning of the policy period.
5. Definitions
 - (1) "First premium" means the premium stipulated in this policy, if the premium is paid in one. If the premium is paid in installments, it means the first installment premium.
 - (2) "Due date" means the end of the next month of the month that the inception date of this policy belongs.

B. PAYMENT OF THE "FIRST ADDITIONAL PREMIUM"

1.
 - (1) In case of changes in the terms of this insurance, the additional premium (if necessary) must be paid. The "first additional premium" under this policy shall be paid by the "due date of the additional premium" by invoice.
 - (2) You may not cancel your proposal to make changes in the terms of this insurance without our consent.

2.
 - (1) If you fail to pay the "first additional premium" by the "due date of the additional premium", you shall pay the "first additional premium" by the end of the next month of the "due date of the additional premium" to the bank account designated by us.
 - (2) If you pay the "first additional premium" by the end of the next month of the "due date of the additional premium", any provision, which is contained in this policy or attached endorsement, of any loss, damage or liability in respect of any accident occurring prior to the receipt of the additional premium payment shall not be applied in this policy for the loss occurring prior to the receipt of the "first additional premium".
 - (3) Notwithstanding the paragraph (2) of this article, if you fail to pay the "first additional premium" by the end of the next month of the "due date of the additional premium" in case of changes of the terms of this insurance, from the effective date of the change, no change is effective and we shall be liable under the terms of which no change is applied for any loss, damage or liability in respect of any accident occurring prior to the receipt of the "first additional premium" payment.
3.
 - (1) As stipulated in the paragraph (2) of article 2., if you make a request of claim payment to us for any loss, damage or liability in respect of any accident occurring prior to the payment of the "first additional premium", you shall pay the "first additional premium" to us before the insurance payment of us.
 - (2) Notwithstanding the paragraph (1) of this article, we shall be liable for any loss, damage or liability in respect of any accident occurring prior to the "due date of the additional premium", if you promise to pay the "first additional premium" by the "due date of the additional premium" to us and we approve the promise.
 - (3) If you fail to pay the "first additional premium" by the "due date of the additional premium" in violation of the promise stipulated in the paragraph (2) of this article and you fail to pay the "first additional premium" by the end of the next month of the "due date of the additional premium", we may request you to return the balance of all the sums which we paid in excess of the sums which we shall be liable under the terms of which no change is applied.
4.
 - (1) If you have still not paid the "first additional premium" by the end of the next month of the "due date of the additional premium", we may cancel this policy by a written notice to you.
 - (2) The cancellation stipulated in the paragraph (1) of this article shall take effect from the effective date of the cancellation.
5. Definitions
 - (1) "First additional premium" means the additional premium stipulated in this policy by endorsement, if the additional premium is paid in one. If the additional premium is paid in installments, it means the first installment additional premium.
 - (2) "Due date of the additional premium" means the due date which we designate.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART**

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
2. "Any injury or damage" means any injury or damage covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Form or Policy.

B. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DATE INFORMATION RECOGNITION EXCLUSION

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of:

- a.** Any actual or alleged failure, malfunction or inadequacy of:
 - (1)** Any of the following, whether belonging to any insured or to others:
 - (a)** Computer hardware, including microprocessors;
 - (b)** Computer application software;
 - (c)** Computer operating systems and related software;
 - (d)** Computer networks;
 - (e)** Microprocessors (computer chips) not part of any computer system; or
 - (f)** Any other computerized or electronic equipment or components; or
 - (2)** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph a.(1) of this endorsement due to the inability to correctly recognize, process, distinguish, interpret or accept date information.
- b.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by or for any insured to determine, rectify or test for, any potential or actual problems described in Paragraph a. of this endorsement.
- c.** The term "date information" under this endorsement shall be defined as year, month, week, day, a day of the week, time, or period of time, including a particular day, month, year or a particular point in time.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED PRODUCTS WITHDRAWAL EXPENSE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| | | |
|--|------|----------------|
| Aggregate Limit: | US\$ | 50,000- |
| Deductible Amount Per Product Withdrawal: | US\$ | NIL |
| Participation Percentage Per Product Withdrawal: | | 10% |
| Cut-off Date: The inception date when this endorsement was first issued to you by us (Defense and Claim Expenses Included Within Limits of Insurance) | | |

A. The following is added to **Section I – COVERAGES**
Section I– Limited Product Withdrawal Expense Coverage

1. Insuring Agreement

- a. We will reimburse you for "product withdrawal expenses" incurred by you because of a "product withdrawal" to which this insurance applies. The amount of such reimbursement is limited as shown in the Schedule listed above. No other obligation or liability to pay sums or perform acts or services is covered.
- b. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:
 - (1) You or a third party determines that the "product withdrawal" is necessary; or
 - (2) An authorized government entity has ordered you or a third party to conduct a "product withdrawal".
- c. We will reimburse "product withdrawal expenses" only if:
 - (1) The expenses are incurred within one year of the date the "product withdrawal" was initiated;
 - (2) The expenses are reported to us within one year of the date the expenses were incurred; and
 - (3) The product that is the subject of the "product withdrawal" was produced after the Cut-off Date shown in the Schedule listed above.
- d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:
 - (1) When you or a third party first announced, in any manner, to the general public, its vendors or to its employees (other than those employees directly involved in making the determination) its decision to conduct or participate in a "product withdrawal"; or

- (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".

- e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

2. Exclusions

This insurance does not apply to "product withdrawal expenses" arising out of:

- a. **Breach of Warranty and Failure to Conform to Intended Purpose**
Any "product withdrawal" initiated due to the failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused "bodily injury" or physical damage to tangible property other than "your product".
- b. **Infringement of Copyright, Patent, Trade Secret, Trade Dress or Trademark**
Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.
- c. **Deterioration, Decomposition or Chemical Transformation**
Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if it is caused by:
 - (1) An error in manufacturing, design, or processing;
 - (2) Transportation of "your product"; or
 - (3) "Product tampering".

- d. **Goodwill, Market Share, Revenue, Profit Or Redesign**
The costs of regaining goodwill, market share, revenue or profit or the costs of redesigning “your product”.
 - e. **Expiration of Shelf Life**
Any “product withdrawal” initiated due to expiration of the designated shelf life of “your product”.
 - f. **Known Defect**
A “product withdrawal”, initiated due to a “defect” in “your product” known to exist by the named insured or the named insured’s “executive officers”, prior to the date when this endorsement was first issued to you or prior to the time “your product” leaves your control or possession.
 - g. **Otherwise Excluded Products**
A withdrawal of any specific products for which “bodily injury” or “property damage” is excluded under **Coverage (A) – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** by endorsement.
 - h. **Governmental Ban**
A recall when “your product” or a component contained within “your product” has been:
 - (1) Banned from the market by an authorized government entity prior to policy period; or
 - (2) Distributed or sold by you subsequent to any governmental ban.
 - i. **Defense of Claim**
The defense of a claim or “suit” against you for liability arising out of a “product withdrawal”.
 - j. **Fines and Penalties**
Any fines, sanctions, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.
 - k. **Pollution-related Expenses**
Any loss, cost or expense due to any:
 - (1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, “pollutants”; or
 - (2) Claim or suit by or on behalf of a government authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of “pollutants”.
- B. For the purpose of this endorsement, **Section III—LIMITS OF INSURANCE** is replaced by the following:
- SECTION III— LIMITS OF INSURANCE**
- 1. The limit of insurance shown in the Schedule above and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. “Product withdrawal” initiated;
 - c. Number of “your products” recalled;
 - d. Claims made or “suits” brought; or
 - e. Persons or organizations making claims or bringing “suits”.

- 2. The Aggregate Limit is the most we will reimburse you for the sum of all “product withdrawal expenses” incurred for all “product withdrawal” initiated during the policy period.
 - 3. Deductible and Participation Percentage Provisions
 - a. **Deductible**
We will only pay for the amount of “product withdrawal expenses” which are in excess of the deductible amount, if any, shown in the Schedule above. The deductible applies separately to each “product withdrawal”. The limits of insurance will not be reduced by the amount of this deductible. We may, or will if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or “suit” Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.
 - b. **Participation Percentage**
If a Participation percentage is indicated in the Schedule above, the following provision applies: You agree to participate in the payment of “product withdrawal expenses” which are in excess of the deductible, to the extent of the Participation percentage indicated in the Schedule above. The Participation percentage will apply separately to each “product withdrawal”. You also agree that the cost of your participation in each “product withdrawal” will be borne entirely by you when due and you will not obtain insurance to cover it.
- The Limit of insurance of this endorsement applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limit of insurance.
- C. For the purpose of this endorsement, the **Duties In The Event Of Occurrence, Claim Or Suit** Condition under **Section IV –CONDITIONS** is replaced by the following:
 - 2. **Duties In The Event Of A “Defect” Or A “Product Withdrawal”**
 - a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened “defect” in “your product”, or any governmental investigation, that may result in a “product withdrawal”. To the extent possible, notice should include:
 - (1) How, when and where the “defect” was discovered;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of “your product”
 - b. If a “product withdrawal” is initiated, you must:
 - (1) Immediately record the specifics of the “product withdrawal” and the date it was initiated; and

- (2) Notify us as soon as practicable. You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.
- c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product withdrawal". Any profit that you receive from mitigating the expenses is deducted from the amount of reimbursement that you will receive for "product withdrawal expenses".
- d. You and any other involved insured must:
- (1) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal".
 - (2) Authorize us to obtain records and other information; and
 - (3) Cooperate with us in the investigation of the "product withdrawal".
- D. For the purpose of this endorsement, the following condition is added to **Section IV – CONDITIONS**
- Concealment or Fraud**
- We will not provide coverage under Section I of this endorsement to you, or any other insured, who at any time:
1. Engaged in fraudulent conduct; or
 2. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you under Section I of this endorsement.
- E. The following definitions are added to the **Definitions** section:
1. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.
 2. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
 3. "Product tampering" is an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product". When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with. For the purposes of this insurance, "electronic data" is not tangible property.
 4. "Product withdrawal" means the recall or withdrawal:
 - a. From the market; or
 - b. From use by any other person or organization; of "your products", or products which contain "your products", because of known or suspected "defects" in "your product", or known or suspected "product tampering", which has caused "bodily injury" or physical injury to tangible property other than "your product".
 For the purposes of this insurance, "electronic data" is not tangible property.
5. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal".
- a. Costs of notification;
 - b. Costs of stationary, envelopes, production of announcements and postage or facsimiles;
 - c. Costs of overtime paid to regular non-salaried employees and costs incurred by such employees, including costs of transportation and accommodations;
 - d. Costs of computer time;
 - e. Costs of hiring independent contractors and other temporary employees;
 - f. Costs of transportation, shipping or packaging;
 - g. Costs of warehouse or storage space; or
 - h. Costs of proper disposal of "your products", or products that contain "your products", that can not be reused, not exceeding your initial purchase price or your cost to produce the products.
 - i. Compensatory damages for the costs described in a. through h. above incurred by a third party that conducts or participates in a "product withdrawal"
6. "Profit" means the positive gain from business operation after subtracting for all expenses.
- F. For the purpose of this endorsement, definition of coverage territory under the DEFINITIONS section is replaced by the following:
- "Coverage Territory" means any nation or area shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

JAPANESE INSURANCE ACT CLAUSE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART

1. Lien

- (1)** These paragraphs shall be applied in the event we become liable to indemnify the insured for any damages caused by reason of the Insured becoming liable (hereinafter referred as "liability damage").
- (2)** In case where the Liability Damage Claimant (who is defined as the person who has the right to demand from the Insured for liability damage, hereinafter to be so interpreted) has lien over the right of the Insured to claim insurance proceeds against us (which is limited to liability damage, hereinafter to be so interpreted) based upon the Insurance Act in Japan, we will pay insurance proceeds (which is limited to Liability damage, hereinafter to be interpreted) should any of the following cases apply:
 - (a)** In the event that we pay liability damage to the Insured, after the Insured paid such damage to the Liability Damage Claimant. However, the indemnity to be paid by us shall be limited to the amount which the Insured has paid or is due to pay to the Liability Damage Claimant;
 - (b)** In the event that we pay liability damage directly to the Liability Damage Claimant in accordance with the payment order by the Insured, before the Insured pays such damage to the Liability Damage Claimant;
 - (c)** In the event that we pay liability damage directly to the Liability Damage Claimant by reason of the Liability Damage Claimant exercising lien over the right to claim insurance proceeds, before the Insured pays such damage to the Liability Damage Claimant; or
 - (d)** In the event that we pay liability damage to the Insured based upon the agreement by the Liability Damage Claimant for us to do so, before the Insured pays such damage to the Liability Damage Claimant. However, the indemnity to be paid by us shall be limited to the amount agreed by the Liability Damage Claimant.
- (3)** The right of the Insured to claim insurance proceeds from us shall not be removed as a pledge except as set out in (c) above, provided always that the said right shall not convey to any other third parties except to the Liability Damage Claimant. However, always excepting the case when the Insured can claim insurance proceeds against us by the provision of (a) and (d) above.

2. Time to Provide Insurance Benefits

- (1)** We will pay no later than thirty (30) days after the date when we receive the completed invoice but including the said date by confirming that the said loss or damage can be satisfactorily proved payable under this policy as follows:
 - (a)** Check for cause or circumstance of an occurrence, damage or injury and circumstance relevant to Insured in order to verify the said loss, damage or claim is an occurrence which we shall indemnify;
 - (b)** Check for cause or circumstance of an occurrence in order to verify the said loss, damage or claim is an occurrence not excluded from the policy coverage;
 - (c)** Check for amount of damage, degree of injury, relationship between occurrence and damage/claim and course of treatment in order to verify the amount payable by this policy;
 - (d)** Check for presence of circumstance which this policy set as for events for cancellation or abeyance in order to verify the effect of this policy; and
 - (e)** Check for existence of other similar policy(ies), the right of the Insured to claim proceeds against in order to verify the amount payable by this policy excluding (a), (b), (c) or (d) above.
- (2)** Notwithstanding of the provision of the preceding paragraph, in the event we shall need special investigation in order to verify (a), (b), (c), (d) or (e) stated above, we shall provide insurance benefits within one of the following periods from the date when we receive the completed invoice but including the said date. We shall notify the Insured or the person who has a right to claim insurance proceeds against us the circumstance which needed to be investigated and the projected completion date. In the event several cases apply, the maximum amount of days shall be adopted.

| | | |
|------------|--|----------|
| (a) | Referral to police, prosecutor, fire authority and any other public organizations in order to verify (a), (b), (c) and (d) in the preceding paragraph. Including referrals based on Lawyers Act and on any other laws. | 180 days |
| (b) | Referral to medical agency, inspection institute and any other specialized agencies in order to verify (a), (b), (c) and (d) in the preceding paragraph. | 90 days |
| (c) | Referral to medical agency or specialized agency in order to verify the content and the degree of residual disability stated in the preceding paragraph (c). | 120 days |
| (d) | Surveillance of disaster-stricken region where Disaster Relief Act is applied in order to verify (a), (b), (c) (d) and (e) in the preceding paragraph. | 60 days |
| (e) | Investigation of (a), (b), (c), (d) and (e) in the preceding paragraph outside Japan when no other alternative measures exist within Japan. | 180 days |
| (f) | (f) In addition to the provision of (a), (b), (c), (d) and (e) stated above, we shall require number of days in order to verify (a), (b), (c) and (d) in the preceding paragraph, in the event the cause of the occurrence, the details of the loss and/or the relationship between the occurrence and damage/claim are unique or a great number of claims of damage occur by a single occurrence/cause. | 180 days |

- (3)** We shall extend the period of investigation stated in the preceding paragraph by mutual agreement with the Insured or the person who has a right to claim insurance proceeds against us in the event it becomes apparent that insurance benefits shall not be provided within the period stated in the preceding paragraph.
- (4)** In the event you or the Insured prevent us from carrying out such an investigation or does not accept such an investigation without any good reason, we shall not be responsible for the period when the provision of insurance benefits is delayed as a result of such an act of prevention or none acceptance stated in the preceding paragraphs (1), (2) and (3) above.

POLICY NO.
ENDORSEMENT NO.

Mitsui Sumitomo Insurance Company, Limited

[8T]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SANCTIONS LIMITATION AND EXCLUSION

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART**

No Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolution or the trade or economic sanction, law or regulations of Japan, European Union, United Kingdom or United States of America.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION AND LIMITATION

This endorsement modifies insurance provided under the following:

PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. EXCLUSION – DAMAGE TO WORK PERFORMED BY SUBCONTRACTORS ON YOUR BEHALF

Exclusion 2. i. of **Products / Completed Operations - Bodily Injury And Property Damage Liability** in **Section I - Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

i. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

B. EXCLUSION – NEW ENTITIES

Paragraph 3. of **Section II -Who Is An Insured** does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CO-INSURANCE CLAUSE

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART**

1. This policy is issued by us on behalf of the following companies who, each for themselves and not for the others, are severally and independently liable for their respective subscription shown hereunder.

Name of Companies Percentage

2. We will, on behalf of all participating companies undertake following clerical work.
 - (1) Acceptance of application form and issuance of the policy.
 - (2) Acceptance and return of premium.
 - (3) Acceptance of any amendment to the policy.
 - (4) Claim survey and payment of claims.
 - (5) Any other necessary work associated with the policy.
3. Any work listed in above 2., which were undertaken by us, will be deemed to have been undertaken by all companies.
4. Any notice given to us by you will be deemed to have been given to all companies.

「ビジネスプロテクター（海外輸出用）」付帯特約（2019年10月1日以降保険始期契約用） 参考和訳

| 約款 | 参考和訳 | | | | | | |
|--|--|-----------------------|--|--|---------|--------------|---|
| <p style="text-align: right;">【 1 A 】</p> <p style="text-align: center;"><u>ADDITIONAL INSURED</u></p> <p>This endorsement modifies insurance provided under the following:</p> <p>COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART</p> <p style="text-align: center;">SCHEDULE</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Name Of Additional Insured Person(s) Or Organization(s):</td> </tr> <tr> <td>As per attached sheet</td> </tr> <tr> <td>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</td> </tr> </table> <p>A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) shown in the Schedule, but only with respect to the operations performed and /or products or any part thereof manufactured for or on behalf of you. However:</p> <ol style="list-style-type: none"> The insurance afforded to such additional insured only applies to the extent permitted by law; and If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured. <p>B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance: If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:</p> <ol style="list-style-type: none"> Required by the contract or agreement; or Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. <p>This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.</p> | Name Of Additional Insured Person(s) Or Organization(s): | As per attached sheet | Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | <p style="text-align: right;">【 1 A 】</p> <p style="text-align: center;"><u>追加被保険者特約</u></p> <p>この特約は次の特別約款を修正します。</p> <p>総合賠償責任特別約款 生産物特別約款</p> <p style="text-align: center;">別表</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">追加被保険者名</td> </tr> <tr> <td>添付被保険者一覧のとおり</td> </tr> <tr> <td>この別表に記入されるべき情報が上記に記載されていない場合は、告知事項記載欄に記載されています。</td> </tr> </table> <p>A. 第2章－被保険者は、別表に記載された者を追加被保険者に含む様修正されます。ただし、貴社のためにもしくは貴社に代わって行った作業・製造に限ります。</p> <p>加えて、</p> <ol style="list-style-type: none"> この追加被保険者に対する補償は、法令によって認められる範囲に限り適用されます。また、 追加被保険者に補償を提供することが契約や約定により必要とされている場合、この追加被保険者に対する補償はその契約や合意によって必要とされている範囲を超えて適用されることはありません。 <p>B. これらの追加被保険者に対する補償については、以下の規定が第3章－支払限度額に追加されます。追加被保険者に補償を提供することが契約や約定により必要とされている場合、当社がこの追加被保険者の代わり支払う金額は、次のいずれかの低い金額を上限とします。</p> <ol style="list-style-type: none"> その契約や合意によって必要とされている金額 告知事項記載欄に記載された支払限度額のうち、適用される金額 <p>この特約は告知事項記載欄に記載された支払限度額を増加させることはありません。</p> | 追加被保険者名 | 添付被保険者一覧のとおり | この別表に記入されるべき情報が上記に記載されていない場合は、告知事項記載欄に記載されています。 |
| Name Of Additional Insured Person(s) Or Organization(s): | | | | | | | |
| As per attached sheet | | | | | | | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | | | | | | | |
| 追加被保険者名 | | | | | | | |
| 添付被保険者一覧のとおり | | | | | | | |
| この別表に記入されるべき情報が上記に記載されていない場合は、告知事項記載欄に記載されています。 | | | | | | | |
| <p style="text-align: right;">【 1 E 】</p> <p style="text-align: center;"><u>DESIGNATION OF PRODUCTS AND/OR COMPLETED OPERATIONS</u></p> <p>This endorsement modifies insurance provided under the following:</p> | <p style="text-align: right;">【 1 E 】</p> <p style="text-align: center;"><u>対象生産物／完成作業限定特約</u></p> <p>この特約は次の特別約款を修正します。</p> | | | | | | |

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| <p>COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART</p> <p>This insurance applies to “bodily injury”, or “property damage” included in the “products-completed operations hazard” and arising out of products or completed operations shown in the Declarations.</p> <p>This insurance does not apply to “bodily injury” or “property damage” included in the “products-completed operations hazard” :</p> <p>1. If the “bodily injury” or “property damage” is arising out of products or completed operations which is not shown in the Declarations ; or 2. If products or completed operations is described as “not covered” in the Declarations.</p> | <p>総合賠償責任特別約款 生産物特別約款</p> <p>この保険契約は、告知事項記載欄に記載された生産物または完成作業に該当する“生産物・完成作業危険”に起因する「身体障害」または「物的損害」に対して保険金を支払います。</p> <p>この保険契約は、次のいずれかに該当する「生産物・完成作業危険」に起因する「身体障害」または「物的損害」に対しては保険金を支払いません。</p> <p>1. その「身体障害」または「物的損害」が告知事項記載欄に記載のない生産物または完成作業に起因して生じている場合 2. 告知事項記載欄に生産物または完成作業が“補償対象外”と記載されている場合</p> |
| <p style="text-align: right;">【 1 H 】</p> <p style="text-align: center;"><u>CLAIM SERIES CLAUSE</u></p> <p>This endorsement modifies insurance provided under the following:</p> <p>PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART</p> <p>A. KNOWN LOSS EXCLUSION</p> <p>The following is added to subparagraph b. of Paragraph 1., Insuring Agreement under Section I – Coverages – Bodily Injury And Property Damage Liability:</p> <p>(4) Prior to the policy period, no insured knew that the “bodily injury” or “property damage” had occurred, in whole or in part, or could have reasonably foreseen such an “occurrence”, except when this insurance is renewed and the “bodily injury” or “property damage” occurred during the period of a preceding policy which was issued by us with the same or broader coverage than the coverage afforded by this insurance;</p> <p>B. CLAIM SERIES CLAUSE</p> <p>1. The subparagraph c. of Paragraph 1., Insuring Agreement under Section I – Coverages – Bodily Injury And Property Damage Liability is replaced by the following, and the following d. is added.</p> <p>c. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:</p> <p>(1) When notice of such claim is received and recorded by any insured or by us, whichever</p> | <p style="text-align: right;">【 1 H 】</p> <p style="text-align: center;"><u>クレームシリーズ特約</u></p> <p>この特約は次の特別約款を修正します。</p> <p>生産物特別約款</p> <p>A. 既知の事故免責 次の規定が「第1章－補償条項 身体障害および物的損害に関する賠償責任」の「1. 当社の補償責任」、第1条 b. に追加されます。 (4)損害賠償請求および”身体障害”もしくは”物的損害”が、いずれも保険期間の開始時においていずれの被保険者も予期したまたは意図したものではないこと。ただし、この保険契約が継続契約でありかつ「身体障害」または「物的損害」がこの保険契約と補償範囲が同一もしくはより広いこの保険契約に先行する当社引受の保険契約の保険期間中に発生したものである場合を除きます。</p> <p>B. クレームシリーズ条項 1. 「第1章－補償条項 身体障害および物的損害に関する賠償責任」の「1. 当社の補償責任」、第1条 c. は次の規定に差替え、d. の規定を追加します。</p> <p>c. 個人または組織による損害賠償請求は、次のいずれかの最も早いときに行われたものとみなします。 (1) その請求の通知、被保険者または当社のいずれかによって最初に受領され、かつ、記</p> |

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| <p>comes first; or (2) When we make settlement in accordance with Paragraph a. above.</p> <p>d. Related Claims</p> <p>(1) All claims for damages because of “bodily injury” to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from “bodily injury,” will be deemed to have been made at the time the first of those claims is made against any insured.</p> <p>(2) Two or more claims against any insured for damages because of “bodily injury” to different persons which arise from the same or substantially similar “occurrence” shall be treated as a single claim. All such claims whenever made will be considered first made during the period in which the earliest such claim was made and are subject to the limits of insurance of the policy in effect during that period. Coverage for claims arising from the same or substantially similar occurrence will not apply to any claims made more than 120 months after the first such claim is made.</p> <p>(3) All claims for damage because of “property damage” causing loss to the same person or organization will be deemed to have been made at the time the first of those claims is made against any insured.</p> <p>(4) Two or more claims against any insured for damages because of “property damage” causing loss to different persons or organizations which arise from the same or substantially similar “occurrence” shall be treated as a single claim. All such claims whenever made will be considered first made during the period in which the first [earliest] such claim was made and are subject to the limits of insurance of the policy in effect during that period. Coverage for claims arising from the same or substantially similar occurrence will not apply to any claims made more than 120 months after the first such claim is made.</p> | <p>録されたとき (2) a.の規定に従って当社が和解に応じたとき</p> <p>d. 関連する賠償請求</p> <p>(1) 同一の個人への「身体障害」による損害を理由とするすべての損害賠償請求は、いずれかの被保険者に対して最初に請求があったときになされたものとみなします。その損害には、個人または組織が「身体障害」に起因する介護、労働力の喪失または死亡（いつ発生したかを問いません）に関して請求するものを含みます。</p> <p>(2) 同一のまたは実質的に同一とみなせる「事故」を原因として、複数の者に発生した「身体障害」による損害を理由としてなされた2つ以上の損害賠償請求は、一つの損害賠償請求とみなします。それらの損害賠償請求は、いつなされたものであるかにかかわらず、最初の損害賠償請求がなされたときになされたものとみなし、その時点において有効な保険証券の支払限度額に従います。同一のまたは実質的に同一とみなせる「事故」により発生した賠償請求に対する補償は、最初になされた損害賠償請求から120か月以内になされたものに限りします。</p> <p>(3) 同一の個人への「物的障害」による損害を理由とするすべての損害賠償請求は、いずれかの被保険者に対して最初に請求があったときになされたものとみなします。</p> <p>(4) 同一のまたは実質的に同一とみなせる「事故」を原因として、複数の個人または組織に発生した「物的損害」による損害を理由としてなされた2つ以上の損害賠償請求は、一つの損害賠償請求とみなします。それらの損害賠償請求は、いつなされたものであるかにかかわらず、最初の損害賠償請求がなされたときになされたものとみなし、その時点において有効な保険証券の支払限度額に従います。同一のまたは実質的に同一とみなせる「事故」により発生した賠償請求に対する補償は、最初になされた損害賠償請求から120か月以内になされたものに限りします。</p> |
| <p style="text-align: right;">【1 K】</p> <p><u>AMENDMENT OF SUPPLEMENTARY PAYMENTS (COSTS WITHIN LIMITS)</u></p> <p>This endorsement modifies insurance provided under the following:</p> <p>PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART</p> <p>SUPPLEMENTARY PAYMENTS are replaced by the following:</p> <p>SUPPLEMENTARY PAYMENTS</p> <p>We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured</p> | <p style="text-align: right;">【1 K】</p> <p style="text-align: center;"><u>費用内枠払い特約</u></p> <p>この特約は次の特別約款を修正します。</p> <p>生産物特別約款</p> <p>補完支払条項は次の規定に読み替えます。</p> <p>補完支払条項</p> <p>当社は、当社が調査または解決する損害賠償請求または当社が防御する被保険者に対する「訴訟」に</p> |

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| <p>we defend:</p> <p>a. All expenses and fees we incur.</p> <p>b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.</p> <p>c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.</p> <p>d. All court costs taxed against the insured in the "suit".</p> <p>e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.</p> <p>f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.</p> <p>g. Expenses incurred by the insured for first aid to others at the time of an accident for "bodily injury" to which this insurance applies.</p> <p>These payments will reduce the limits of insurance.</p> | <p>関して、次に掲げる金額を支払います。</p> <p>a. 当社が支出したすべての経費および報酬</p> <p>b. 差押えを解除するためのボンド費用。ただし、補償額が適用可能な支払限度額以下であるものに限り。当社は、これらのボンドを提供する義務は負いません。</p> <p>c. 損害賠償請求または「訴訟」の調査または防衛に関して、当社の要請により当社を補助するために被保険者が支出したすべての合理的な費用。この経費には1日250ドルを限度とする、就業を阻害されたことによる実際の収入減収を含みます。</p> <p>d. 「訴訟」において、被保険者に課せられたすべての裁判費用。e. 被保険者に課せられた判決前の利息のうち、当社が保険金を支払う部分に対する金額。ただし、当社が適用可能な支払限度額と同額の支払いを提供したときは、提供後の期間に対する判決前の利息に対しては保険金を支払いません。</p> <p>f. 判決の登録後、当社が支払限度額以内の部分に対して当社が保険金支払、支払の申し出または裁判所に供託するまでの間に生じた、判決額の全額に対するすべての利息</p> <p>g. この保険契約が適用される「身体障害」について、事故発生時に被保険者によって他人の応急手当のために支出された費用</p> <p>これらの支払いは、支払限度額を減少させます。</p> |
| <p style="text-align: right;">【1M】</p> <p><u>BLANKET ADDITIONAL INSURED (VENDORS - LIMITED FORM)</u></p> <p>This endorsement modifies insurance provided under the following:</p> <p>COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART</p> <p>A. Section II – Who Is An Insured is amended to include as an additional insured all “vendors” located outside Japan, but only with respect to "bodily injury" or "property damage" arising out of products shown in the Declarations which are distributed or sold in the regular course of the “vendor's” business.</p> <p>However:</p> <ol style="list-style-type: none"> 1. The insurance afforded to such “vendor” only applies to the extent permitted by law; and 2. If coverage provided to the “vendor” is required by a contract or agreement, the insurance afforded to such “vendor” will not be broader than that which you are required by the contract or agreement to provide for such “vendor”. <p>B. With respect to the insurance afforded to these “vendors”, the following additional exclusions</p> | <p style="text-align: right;">【1M】</p> <p><u>包括追加被保険者特約（海外販売人）</u></p> <p>この特約は次の特別約款を修正します。</p> <p>総合賠償責任特別約款 生産物特別約款</p> <p>A. 第2章一被保険者の範囲は、日本国外に所在する全ての海外販売人を追加被保険者として含む様修正されます。ただし、「販売人」の業務の通常の過程において流通されまたは販売された告知事項記載欄に記載の「生産物」に起因する「身体障害」または「物的損害」に限り。ただし、</p> <ol style="list-style-type: none"> 1. この「販売人」に対する補償は、法令によって認められる範囲に限り適用されます。また、 2. 「販売人」に補償を提供することが契約や約定により必要とされている場合、この「販売人」に対する補償はその契約や約定によって必要とされている範囲を超えて適用されることはありません。 <p>B. この保険契約は、「販売人」に関しては、次に掲げる追加免責事由が適用されます。</p> |

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| <p>apply:</p> <p>1. The insurance afforded the “vendor” does not apply to:</p> <p>a. "Bodily injury" or "property damage" for which the “vendor” is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the “vendor” would have in the absence of the contract or agreement;</p> <p>b. Any express warranty, or any distribution or sale for a purpose, unauthorized by you;</p> <p>c. Any physical or chemical change in the product made intentionally by the “vendor”;</p> <p>d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;</p> <p>e. Any failure to make such inspections, adjustments, tests or servicing as the “vendor” has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;</p> <p>f. Demonstration, installation, servicing or repair operations;</p> <p>g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the “vendor”;</p> <p>h. “Bodily injury” or “property damage” occurring within the “vendor's” premises; or</p> <p>i. "Bodily injury" or "property damage" arising out of the sole negligence of the “vendor” for its own acts or omissions or those of its employees or anyone else acting on its behalf.</p> <p>2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.</p> <p>C. With respect to the insurance afforded to these “vendors”, the following is added to Section III – Limits Of Insurance: If coverage provided to the “vendor” is required by a contract or agreement, the most we will pay on behalf of the “vendor” is the amount of insurance: 1. Required by the contract or agreement; or 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.</p> <p>D. “vendor” means: Any person or organization which distribute or sell “your products” with the approval of you.</p> | <p>1. 「販売人」のための保険契約は、次に掲げる事由に起因する「身体障害」または「物的損害」には適用されません。</p> <p>a. その「販売人」が契約または約定により引受けたことにより支払義務を負担する「身体障害」または「物的損害」。ただし、その契約または約定が存在しなかったとしても「販売人」が負担したであろう損害賠償責任についてはこの規定を適用しません。</p> <p>b. 貴社により承認されていない明示の保証、もしくは記名被保険者が認めた用途以外の用途で配給もしくは販売された場合</p> <p>c. 「販売人」によって意図的に加えられた製品の物理的または化学的な変更</p> <p>d. 再梱包。ただし、検査、デモンストレーション、テストまたは製造者の指示による部品交換のみを目的として開梱され、その後元の容器に再梱包された場合を除きます。</p> <p>e. 製品の流通または販売に関連して、「販売人」が同意し、または日常業務の過程において通常行うことを引受けて行う検査、調整、テストまたはアフターサービスの不実施</p> <p>f. デモンストレーション、設置、アフターサービスまたは補修</p> <p>g. 貴社によって流通されまたは販売された後に、「販売人」によってまたは「販売人」のために、ラベルの貼付・再貼付をなされた製品、または他の物・物質の容器、部品もしくは原材料として使用された製品</p> <p>h. 「販売人」の施設内で発生した「身体障害」または「物的損害」</p> <p>i. 販売人自身の作為・不作為または販売人に代わって行う従業員その他の者の作為・不作為に関する販売人の単独の過失</p> <p>2. この保険契約は、貴社がその製品またはその製品に含まれる成分、製品に付随している部品または製品を収容する容器を購入した先である者には適用されません。</p> <p>C. 「販売人」に対する補償については、以下の規定が第3章—支払限度額に追加されます。</p> <p>「販売人」に補償を提供することが契約や約定により必要とされている場合、当社がこの「販売人」の代わり支払う金額は、次のいずれかの低い金額を上限とします。</p> <p>1. その契約や約定によって必要とされている金額</p> <p>2. 告知事項記載欄に記載された支払限度額のうち、適用される金額</p> <p>この特約は告知事項記載欄に記載された支払限度額を増加させることはありません。</p> <p>D. 「販売人」とは次のものをいいます。 貴社の承認に基づいて「生産物」を流通または販売する個人または組織</p> |

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| <p style="text-align: right;">【 2 A 】</p> <p style="text-align: center;"><u>PUNITIVE DAMAGES EXCLUSION</u></p> <p>This endorsement modifies insurance provided under the following:</p> <p>COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART</p> <p>This insurance does not apply to fines, sanctions, penalties, punitive or exemplary or other noncompensatory damages.</p> <p style="text-align: center;"><u>EARTHQUAKE EXCLUSION</u></p> <p>This endorsement modifies insurance provided under the following:</p> <p>COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART</p> <p>This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" directly or indirectly caused by or arising out of earthquake, volcanic eruption, tidal wave or tsunami.</p> <p style="text-align: center;"><u>PROFESSIONAL SERVICES EXCLUSION</u></p> <p>This endorsement modifies insurance provided under the following:</p> <p>COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART</p> <p style="text-align: center;">SCHEDULE</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Description of Professional Services:</td> </tr> <tr> <td>Medical Service</td> </tr> </table> <p>With respect to any professional services shown in the Schedule, this insurance does not apply to</p> | Description of Professional Services: | Medical Service | <p style="text-align: right;">【 2 A 】</p> <p style="text-align: center;"><u>懲罰的賠償金補償対象外特約</u></p> <p>この特約は次の特別約款を修正します。</p> <p>総合賠償責任特別約款 生産物特別約款</p> <p>この保険契約は、罰金、制裁金、違約金、懲罰的賠償金その他の非補償的賠償責任に対しては適用されません。</p> <p style="text-align: center;"><u>地震損害補償対象外特約</u></p> <p>この特約は次の特別約款を修正します。</p> <p>総合賠償責任特別約款 生産物特別約款</p> <p>この保険契約は、直接であると間接であるとを問わず、地震、噴火または津波に起因する「身体障害」、「物的損害」または「人格権侵害または宣伝行為による侵害」に対しては適用されません。</p> <p style="text-align: center;"><u>職業危険補償対象外特約</u></p> <p>この特約は次の特別約款を修正します。</p> <p>総合賠償責任特別約款 生産物特別約款</p> <p style="text-align: center;">別表</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">職業危険記載欄</td> </tr> <tr> <td>医療行為</td> </tr> </table> <p>別表に記載された業務に関して、この保険契約は職業行為の過失に起因する「身体障害」、「物的損害」</p> | 職業危険記載欄 | 医療行為 |
| Description of Professional Services: | | | | | |
| Medical Service | | | | | |
| 職業危険記載欄 | | | | | |
| 医療行為 | | | | | |

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| 約款 | 参考和訳 |
|---|---|
| "bodily injury", "property damage" or "personal and advertising injury" due to the rendering or failure to render any professional service. | または「人格権侵害または宣伝行為による侵害」に対しては適用しません。 |
| <p style="text-align: right;">【 2 B 】</p> <p style="text-align: center;"><u>ASBESTOS EXCLUSION</u></p> <p>This endorsement modifies insurance provided under the following:</p> <p>COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART</p> <p>This insurance does not apply to “bodily injury”, “property damage” or "personal and advertising injury", including any kind of consequential economic loss, resulting from or in any way arising out of the existence, handling, processing, manufacturing, sale, distribution, storage or use of natural asbestos, asbestos products and/or asbestos which is contained in any product, including but not limited to removal, cleanup, encapsulation, remediation or nullification of such natural asbestos, asbestos products or products in which asbestos is contained.</p> | <p style="text-align: right;">【 2 B 】</p> <p style="text-align: center;"><u>アスベスト補償対象外特約</u></p> <p>この特約は次の特別約款を修正します。</p> <p>総合賠償責任特別約款 生産物特別約款</p> <p>この保険契約は、どのような「生産物」であっても、その「生産物」にアスベスト製品あるいはアスベストの存在、取扱、処理、製造、販売、流通、貯蔵もしくは使用に起因するまたはそれらにより発生する「身体障害」、「物的損害」または「人格権侵害または宣伝行為による侵害」（すべての間接的な経済損失を含みます。）には適用されません。アスベスト、アスベスト製品またはアスベストが含まれる製品の除去、浄化、被覆、改良、廃棄についても、これに限定せず適用されないものとします。</p> |
| <p style="text-align: right;">【 2 E 】</p> <p style="text-align: center;"><u>NUCLEAR ENERGY EXCLUSION</u></p> <p>This endorsement modifies insurance provided under the following:</p> <p>COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART</p> <p>This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" directly or indirectly caused by or arising out of “hazardous properties” of “nuclear material”.</p> <p>As used in this exclusion:</p> <p>(1) "Hazardous properties" includes radioactive, toxic or explosive properties, (2) "Nuclear material" means source material, special nuclear material or byproduct material, (3) "Property damage" includes all forms of radioactive contamination of property.</p> | <p style="text-align: right;">【 2 E 】</p> <p style="text-align: center;"><u>原子力損害補償対象外特約</u></p> <p>この特約は次の特別約款を修正します。</p> <p>総合賠償責任特別約款 生産物特別約款</p> <p>この保険契約は、直接であると間接であるとを問わず「核物質」からなる「危険物」に起因して発生した「身体障害」、「物的損害」または「人格権侵害または宣伝行為による侵害」に対しては適用されません。</p> <p>この特約において、</p> <p>(1) 「危険物」には、放射性物質、有毒物質、爆発性物質を含みます。 (2) 「核物質」とは、核原料物質、特殊核物質または副生成物質をいいます。 (3) 「物的損害」には、放射能汚染を含みます。</p> |
| <p style="text-align: right;">【 2 G 】</p> <p style="text-align: center;"><u>TOTAL POLLUTION EXCLUSION ENDORSEMENT</u></p> <p>This endorsement modifies insurance provided under the following:</p> | <p style="text-align: right;">【 2 G 】</p> <p style="text-align: center;"><u>環境汚染補償対象外特約</u></p> <p>この特約は次の特別約款を修正します。</p> |

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| 約款 | 参考和訳 |
|--|--|
| <p>PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM</p> <p>The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverages – Bodily Injury And Property Damage Liability</p> <p>2. Exclusions This insurance does not apply to: Pollution</p> <p>(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.</p> <p>(2) Any loss, cost or expense arising out of any: (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".</p> <p>The following definition is added to the Definitions Section: "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.</p> | <p>生産物特別約款</p> <p>次の免責規定が第1章－補償条項の2. 免責条項に追加されます。</p> <p>2. 免責条項 この保険契約は次の場合には適用されません。 環境汚染</p> <p>(1) いつ発生したかにかかわらず、「汚染物質」のいつ出、漏出、移動、放出または漏出（その発生が実際のものであるか、いいがかりであるか、単なるおそれであるかを問いません。）がなければ発生しなかったであろう「身体障害」または「物的損害」</p> <p>(2) 次の事由に起因する損害、費用または経費</p> <p>(a) 被保険者またはその他の者に対して、「汚染物質」の検査、監視、浄化、除去、封じ込め、処理、無害化もしくは中和、またはどのような方法かにかかわらず「汚染物質」への対応もしくはその影響評価を行うことを求める要請、要求、命令または法令上の義務</p> <p>(b) 「汚染物質」の検査、監視、浄化、除去、封じ込め、処理、無害化もしくは中和、またはどのような方法かにかかわらず「汚染物質」への対応もしくはその影響評価を行うことを理由として、政府当局より、または政府当局に代わってなされた損害賠償請求または損害賠償を請求する「訴訟」</p> <p>次の定義が定義条項に追加されます。 「汚染物質」とは、固体性、液体性、気体性または熱性の刺激物または汚染物をいい、煙、蒸気、煤、臭い、酸、アルカリ、化学物質および廃棄物を含みます。廃棄物には、再利用、再使用または再生される物質を含みます。</p> |
| <p style="text-align: right;">【4 A】</p> <p style="text-align: center;"><u>JURISDICTION CLAUSE</u></p> <p>This endorsement modifies insurance provided under the following:</p> <p>COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART</p> <p>Any dispute pertaining to the interpretation, application or construction of this insurance contract shall be filed and resolved solely in a Japanese court; and the law applicable to resolution of such dispute shall be the law of Japan.</p> | <p style="text-align: right;">【4 A】</p> <p style="text-align: center;"><u>裁判管轄権に関する特約</u></p> <p>この特約は次の特別約款を修正します。</p> <p>総合賠償責任特別約款 生産物特別約款</p> <p>この保険契約の解釈または適用に関する紛争については、日本の法律が適用され、日本の裁判所においてのみ提訴かつ解決されるものとします。</p> |
| <p style="text-align: right;">【4 F】</p> <p style="text-align: center;"><u>ENHANCED RECALL EXCLUSION</u></p> | <p style="text-align: right;">【4 F】</p> <p style="text-align: center;"><u>回収費用補償対象外特約</u></p> |

「ビジネスプロテクター（海外輸出用）」付帯特約（2019年10月1日以降保険始期契約用） 参考和訳

| 約款 | 参考和訳 |
|--|---|
| <p>This endorsement modifies insurance provided under the following:</p> <p>PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART</p> <p>A. Exclusion 2. k. of Products / Completed Operations Bodily Injury And Property Damage Liability in Section I - Coverages is replaced by the following:</p> <p>2. Exclusions This insurance does not apply to:</p> <p>k. Recall Of Products, Work, Or Impaired Property. Damages claimed for any loss, cost or expense incurred by you or others, in order to prevent the expansion of the damage or additional "bodily injury" or "property damage" arising out of the same or similar conditions where the initial "bodily injury" or "property damage" occurred, for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:</p> <p>(1) "Your product"; (2) "Your work"; (3) "Impaired property"; or (4) Any property containing, including or incorporating "your product" in any manner as any part; if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.</p> <p>B. In case "bodily injury" or "property damage" occurs or is expected to occur, you shall promptly withdraw, recall, inspect, repair or replace "your products" or "your work", or take all reasonable steps to prevent additional "bodily injury" or "property damage" arising out of the same or similar conditions where the initial "bodily injury" or "property damage" occurred.</p> <p>C. If you fail to take preventive measures mentioned in the above paragraph without any justifiable reason, this insurance does not apply to "bodily injury" or "property damage" arising from the same cause where the initial "bodily injury" or "property damage" occurs.</p> | <p>この特約は次の特別約款を修正します。</p> <p>生産物特別約款</p> <p>A. 第1章一補償条項 身体障害および物的損害に関する賠償責任の免責条項 2. k. は次の規定に差替えます。</p> <p>2. 免責条項 この保険契約は次の場合には適用されません。</p> <p>k. 生産物、作業、または不完全財物のリコール 貴社またはその他の者が事故の拡大または同一の原因による他の事故の発生を防止するために行った次に掲げるものの使用不能損害、回収、リコール、検査、修理、交換、調整、除去または処分のために負担した損害、費用または経費に関する損害</p> <p>(1) 「生産物」 (2) 「仕事の結果」 (3) 「不完全財物」 (4) 「生産物」を部品または成分とする製品 ただし、これらの生産物、仕事の結果または財物が、その欠陥、不具合、不良もしくは危険な状態（またはその疑い）を理由に、市場または個人もしくは組織に使用されている状態から回収またはリコールされる場合に限りません。</p> <p>B. 「身体障害」または「物的損害」が発生したあるいは発生することが予想されるときは、貴社は「生産物」もしくは「仕事の結果」を遅滞なく回収、検査、修理交換するか、最初に起こった「身体障害」または「物的損害」と同じか、同様の原因に起因する「身体障害」または「物的損害」が引き続いて起こることのないように全ての合理的な手段を講じなければなりません。</p> <p>C. 貴社が正当な理由がなく上記の損害防止手段を講じなかった場合には、この保険は最初に起こった「身体障害」または「物的損害」と同一の原因に起因する「身体障害」または「物的損害」に対しては適用されません。</p> |
| <p style="text-align: center;"><u>EXCEPTION OF DUTY TO DEFEND</u></p> <p>This endorsement modifies insurance provided under the following:</p> | <p style="text-align: center;"><u>防御義務免責特約</u></p> <p>この特約は次の特別約款を修正します。</p> |

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| 約款 | 参考和訳 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|-----------------|------------|--|----------------|------------|----------------|------------|--------------|-----|----------------|-----|---------------|-----|----------------|-----|---------------|-----|----------------|-----|----------------|-----|----------------|-----|----------------|-----|-----------------|-----|----------------|-----|-----------------|-----|----------------|-----|--------------|------|--|------|--|--|--|-------|-----|-------|-----|------|-----|-------|-----|-------|-----|-------|-----|-------|-----|-------|-----|-------|-----|-------|-----|-------|-----|--------|-----|-------|-----|--------|-----|-------|-----|------|------|
| <p>COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART</p> <p>In the event any claim or "suit" is brought or made against the insured within the territories where we are prevented by law or otherwise from performing the obligation to defend, we shall be obligated neither to defend any such claim or "suit" nor pay on behalf of the insured any damages, and we will instead reimburse the insured, within and as a part of the applicable limit of insurance, for settlement, judgment or reasonable expenses incurred with our written consent.</p> | <p>総合賠償責任特別約款 生産物特別約款</p> <p>損害賠償請求または「訴訟」が、被保険者に対し、当社が法律その他により防御義務の遂行を禁止されている地域においてなされまたは提起された場合は、当社は、その損害賠償請求または「訴訟」に対して防御する義務または被保険者のために損害賠償金を支払う義務のいずれも負担しません。当社は、その代わりに、被保険者に対して、適用可能な支払限度額の範囲内においてかつその内枠として、和解額、判決額または当社の書面による同意に基づいて支出された合理的な費用を補償します。</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p style="text-align: right;">【4K】</p> <p style="text-align: center;"><u>FLAT PREMIUM</u></p> <p>This endorsement modifies insurance provided under the following:</p> <p>COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART</p> <p style="text-align: center;">SCHEDULE</p> <table border="1" data-bbox="125 871 1099 1193"> <thead> <tr> <th colspan="4" style="text-align: center;">Short Rate Table</th> </tr> <tr> <th>Expired Period</th> <th>Short Rate</th> <th>Expired Period</th> <th>Short Rate</th> </tr> </thead> <tbody> <tr> <td>Up to 7 days</td> <td>10%</td> <td>Up to 6 months</td> <td>70%</td> </tr> <tr> <td>Up to 15 days</td> <td>15%</td> <td>Up to 7 months</td> <td>75%</td> </tr> <tr> <td>Up to 1 month</td> <td>25%</td> <td>Up to 8 months</td> <td>80%</td> </tr> <tr> <td>Up to 2 months</td> <td>35%</td> <td>Up to 9 months</td> <td>85%</td> </tr> <tr> <td>Up to 3 months</td> <td>45%</td> <td>Up to 10 months</td> <td>90%</td> </tr> <tr> <td>Up to 4 months</td> <td>55%</td> <td>Up to 11 months</td> <td>95%</td> </tr> <tr> <td>Up to 5 months</td> <td>65%</td> <td>Up to 1 year</td> <td>100%</td> </tr> </tbody> </table> <p>1. The premium for this policy is a flat charge and shall not be subject to any adjustment.</p> <p>2. When used as a premium basis:</p> <p>(a) "Admissions" means the total number of persons during one year ended on the end of the latest fiscal year of you which can be recognized at the contract date, other than employees of you, admitted to the event(s) insured or to events conducted on the premises, whether on paid admission tickets, complimentary tickets or passes;</p> | Short Rate Table | | | | Expired Period | Short Rate | Expired Period | Short Rate | Up to 7 days | 10% | Up to 6 months | 70% | Up to 15 days | 15% | Up to 7 months | 75% | Up to 1 month | 25% | Up to 8 months | 80% | Up to 2 months | 35% | Up to 9 months | 85% | Up to 3 months | 45% | Up to 10 months | 90% | Up to 4 months | 55% | Up to 11 months | 95% | Up to 5 months | 65% | Up to 1 year | 100% | <p style="text-align: right;">【4K】</p> <p style="text-align: center;"><u>保険料確定特約</u></p> <p>この特約は次の特別約款を修正します。</p> <p>総合賠償責任特別約款 生産物特別約款</p> <p style="text-align: center;">別表</p> <table border="1" data-bbox="1133 871 2110 1193"> <thead> <tr> <th colspan="4" style="text-align: center;">短期率表</th> </tr> <tr> <th>既経過期間</th> <th>短期率</th> <th>既経過期間</th> <th>短期率</th> </tr> </thead> <tbody> <tr> <td>7日以内</td> <td>10%</td> <td>6か月以内</td> <td>70%</td> </tr> <tr> <td>15日以内</td> <td>15%</td> <td>7か月以内</td> <td>75%</td> </tr> <tr> <td>1か月以内</td> <td>25%</td> <td>8か月以内</td> <td>80%</td> </tr> <tr> <td>2か月以内</td> <td>35%</td> <td>9か月以内</td> <td>85%</td> </tr> <tr> <td>3か月以内</td> <td>45%</td> <td>10か月以内</td> <td>90%</td> </tr> <tr> <td>4か月以内</td> <td>55%</td> <td>11か月以内</td> <td>95%</td> </tr> <tr> <td>5か月以内</td> <td>65%</td> <td>1年以内</td> <td>100%</td> </tr> </tbody> </table> <p>1. この保険契約の保険料は確定保険料とし、いかなる調整も行いません。</p> <p>2. 保険料算出の基礎として使用される場合、次の規定にしたがいます。</p> <p>(a) 「入場者」とは、有料、無料を問わず、記名被保険者の使用人以外のもので、保険の対象となるイベントまたは施設において行われるイベントへの入場を許された保険契約締結時に把握可能な最近の会計年度末時点から過去1年間の総人数をいいます。</p> | 短期率表 | | | | 既経過期間 | 短期率 | 既経過期間 | 短期率 | 7日以内 | 10% | 6か月以内 | 70% | 15日以内 | 15% | 7か月以内 | 75% | 1か月以内 | 25% | 8か月以内 | 80% | 2か月以内 | 35% | 9か月以内 | 85% | 3か月以内 | 45% | 10か月以内 | 90% | 4か月以内 | 55% | 11か月以内 | 95% | 5か月以内 | 65% | 1年以内 | 100% |
| Short Rate Table | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Expired Period | Short Rate | Expired Period | Short Rate | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Up to 7 days | 10% | Up to 6 months | 70% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Up to 15 days | 15% | Up to 7 months | 75% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Up to 1 month | 25% | Up to 8 months | 80% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Up to 2 months | 35% | Up to 9 months | 85% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Up to 3 months | 45% | Up to 10 months | 90% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Up to 4 months | 55% | Up to 11 months | 95% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Up to 5 months | 65% | Up to 1 year | 100% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 短期率表 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 既経過期間 | 短期率 | 既経過期間 | 短期率 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7日以内 | 10% | 6か月以内 | 70% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 15日以内 | 15% | 7か月以内 | 75% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1か月以内 | 25% | 8か月以内 | 80% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2か月以内 | 35% | 9か月以内 | 85% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3か月以内 | 45% | 10か月以内 | 90% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4か月以内 | 55% | 11か月以内 | 95% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5か月以内 | 65% | 1年以内 | 100% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

「ビジネスプロテクター（海外輸出用）」付帯特約（2019年10月1日以降保険始期契約用） 参考和訳

| 約款 | 参考和訳 |
|---|--|
| <p>(b) "Remuneration" means the entire remuneration earned during one year ended on the end of the latest fiscal year of you which can be recognized at the contract date, by all employees of you engaged in the Insured's operations, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by us;</p> <p>(c) "Receipts" means the gross amount of money charged by you or by others trading under your name for goods and products designated in the Declarations sold or distributed during one year ended on the end of the latest fiscal year of you which can be recognized at the contract date and charged during one year ended on the end of the latest fiscal year of you which can be recognized at the contract date for installation, servicing or repair;</p> <p>(d) "Cost" means the total cost to you for operations performed for you during one year ended on the end of the latest fiscal year of you which can be recognized at the contract date, by independent contractors on all work let or sublet in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work whether furnished by the owner, contractor or sub-contractor, including all fees, allowances, bonuses or commissions made, paid or due;</p> <p>(e) "Sales" means the gross amount of money charged by you or by others trading under your name for goods and products designated in the Declarations sold or distributed during one year ended on the end of the latest fiscal year of you which can be recognized at the contract date and charged during one year ended on the end of the latest fiscal year of you which can be recognized at the contract date for installation, servicing or repair; monies charged to one Insured under this policy by another Insured under this policy, for goods, products, installation servicing or repair shall not be considered sales within the meaning of this definition. In the case "Sales" defined above does not exist and we approve, "Sales" means the gross amount of money of sales described in the business plan of you.</p> <p>3. If you cancel this policy, the earned premium shall be computed in accordance with the short rate table set forth as above. If we cancel, the refund shall be calculated pro rata.</p> | <p>(b) 「賃金」とは、被保険者の業務に従事する記名被保険者の使用人に対して保険契約締結時に把握可能な最近の会計年度末時点から過去1年間の労働の対価として被保険者が支払う金額の総額をいい、超過労働報酬または賃金計算規則につき、当社の使用する規定を適用して算出したものをいいます。</p> <p>(c) 「領収金」とは、保険契約締結時に把握可能な最近の会計年度末時点から過去1年間に被保険者または被保険者の名前で販売・分配されたすべての商品・生産物または設置、サービスもしくは修理によって記名被保険者が領収する金額の総額をいいます。</p> <p>(d) 「費用」とは、保険契約締結時に把握可能な最近の会計年度末時点から過去1年間に、それぞれの特定の企画について請け負い、または下請けされたすべての仕事についての発注者により、記名被保険者のために行われる業務について記名被保険者が負担する金額の総額をいいます。また、その仕事の遂行のために提供される、使用されるまたは使用のために引き渡されるすべての労働に対する対価、材料および設備を含み、支払われたまたは支払われるべきすべての手数料、手当、臨時報酬または歩合給を含み、発注者によって提供されたかどうかは問いません。</p> <p>(e) 「売上高」とは、保険契約締結時に把握可能な最近の会計年度末時点から過去1年間に被保険者または被保険者の名前で販売・分配されたすべての商品・生産物または設置、サービスもしくは修理の対価として記名被保険者が課した金額の総額をいいます。この証券上の被保険者が他の被保険者によって商品、生産物、設置、サービスまたは修理の対価として課される金額は、この定義においては売上高とみなしません。</p> <p>上記に定める「売上高」が存在せず、当社がそれを承認したときには、「売上高」は貴社の事業計画書に計画された売上高の総額とします。</p> <p>3. 貴社が解約した場合は、既経過保険料は上記に記載する短期率表に従い算出するものとします。当社が解除した場合は、返還保険料は日割によって算出されるものとします。</p> |
| <p style="text-align: right;">【 4 L 】</p> <p style="text-align: center;"><u>INSTALLMENT OF PREMIUM</u></p> <p>This endorsement modifies insurance provided under the following:</p> <p>COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART</p> <p style="text-align: center;">SCHEDULE</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | <p style="text-align: right;">【 4 L 】</p> <p style="text-align: center;"><u>保険料分割払特約</u></p> <p>この特約は次の特別約款を修正します。</p> <p>総合賠償責任特別約款 生産物特別約款</p> <p style="text-align: center;">別表</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |

「ビジネスプロテクター（海外輸出用）」付帯特約（2019年10月1日以降保険始期契約用） 参考和訳

| 約款 | 参考和訳 |
|--|--|
| <p>1. The first named insured shown in the Declarations must pay the premium of this policy in installments as outlined in the Schedule above.</p> <p>2. The first named insured must pay the first installment premium at the time of inception, and must pay the remaining installment premiums on the Due date stated in the Schedule above.</p> <p>3. If the Due date is the closing day of a tie-up financial institution that has a tie-up on bank account transfer of insurance premium with us and the first premium is paid in the following business day of the closing day, we considers the first premium is paid in the Due date.</p> <p>4. We, even if the policy period has started, will not pay for any occurrence of loss (whilst the Policy being a claims made form: claims made) before the payment of the first installment premium.</p> <p>5. (1) In the event of the first named Insured failing to pay the second or any of the subsequent installment premiums by the end of the following month of the due date, we will not pay for any occurrence of loss (whilst this insurance being a claims made form: claims made) after that due date.</p> <p>(2) Notwithstanding the preceding provision of Article 5, in case of wire transfer payment, when we approve that the failure of the payment is not caused by intentional act or gross negligence on the part of the first named insured, we will pay for any occurrence of loss (whilst this insurance being a claims made form: claims made), if the first named insured pays the premium by the end of the next month after the following month of the due date.</p> <p>6. In case of changes in the terms of this insurance, the additional premium (if necessary) must be paid in lump sum. We will not pay for any occurrence of loss (whilst the Policy being a claims made form: claims made) before the additional premium is received by us.</p> <p>7. (1) In addition to item A. Cancellation in the Common Policy Conditions, we can by notice in writing to the first named insured cancel the policy in the following cases;</p> <p>(a) If the first named insured fails to pay the installment premium by the end of the following month of the due date. In this case, the cancellation is effective from the due date.</p> <p>(b) If the first named insured fails to pay the installment premium on two consecutive due dates and has not paid the total amount of the unpaid premium(*) until the next due date. In this case, the cancellation is effective from the next due date.</p> <p>(*)Total amount of the unpaid premium means the total amount of the installed premium which should be paid on those two due dates.</p> <p>(2) In the event of the preceding provision of Article 7 being activated, we calculate an additional or return premium by the formula we define, and charge an additional premium or return a premium to the first named Insured.</p> | <p>1. 告知事項記載欄に記載された筆頭記名被保険者は、別表に記載された内容にしたがって保険料を分割して支払わなければなりません。</p> <p>2. 筆頭記名被保険者は初回保険料を保険始期日までに支払わなければなりません。また、残りの分割保険料については、別表に記載された支払期日までに支払わなければなりません。</p> <p>3. 保険料の払込方法を口座振替としている場合で、保険料払込期日が提携金融機関の休業日に該当し、口座振替によるその分割保険料の払込が翌営業日に行われた場合には、当社は、保険料払込期日にその分割保険料の払込があったものとみなします。</p> <p>4. 保険期間が始まっている場合でも、初回保険料が払い込まれる前に発生した事故（損害賠償請求ベースの場合には、なされた損害賠償請求）に対しては当社は保険金を支払いません。</p> <p>5. (1) 筆頭記名被保険者が第2回目以降の分割保険料について、その分割保険料を払い込むべき保険料払込期日までにその払込みを怠った場合は、当社はその払込期日以降に発生した事故（損害賠償請求ベースの場合には、なされた損害賠償請求）に対しては保険金を支払いません。</p> <p>(2) 前項の規定にかかわらず、第2回目以降分割保険料が口座振替による場合であった、保険契約者がその分割保険料の払込みを怠ったことについて故意および重大な過失がなかったときは、当社は、その分割保険料を翌月末までに払い込んだ場合には払込期日までに発生した事故（損害賠償請求ベースの場合には、なされた損害賠償請求）に対して保険金を支払います。</p> <p>6. この保険契約に変更があった場合には、追加保険料（必要な場合に限り）は一時に払い込まなければなりません。当社は、その追加保険料を領収する前に発生した事故（損害賠償請求ベースの場合には、なされた損害賠償請求）に対しては保険金を支払いません。</p> <p>7. (1) 一般賠償責任保険普通保険約款のA. 解約の規定に加えて、当社は次の場合にこの保険契約を解除することができます。</p> <p>(a) 筆頭記名被保険者が、払込期日の属する月の翌月末までにその払込期日に払い込まれるべき分割保険料の払込みを行わなかった場合。この場合、その解除はその払込期日から有効となります。</p> <p>(b) 筆頭記名被保険者が2回連続して保険料の払込みを怠り、次の払込期日までの未収保険料の合計(*)が払い込まれていない場合。この場合、その解除は次の払込期日から有効となります。</p> <p>(*)未収保険料の合計額とは、それらの2つの払込期日に支払うべき分割保険料の合計額をいいます。</p> <p>(2) 第7条の規定を適用する場合、当社は追加または返還する保険料を当社の定める計算方法に従って算出し、筆頭記名被保険者に請求します。</p> |
| 【 4 M 】 | 【 4 M 】 |
| <u>FIRST PREMIUM PAYMENT BY BANK ACCOUNT TRANSFER</u> | 初回保険料口座振替特約 |

「ビジネスプロテクター（海外輸出用）」付帯特約（2019年10月1日以降保険始期契約用） 参考和訳

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| <p>This endorsement modifies insurance provided under the following:</p> <p>COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART</p> <p>1. (1) The “first premium” under this policy shall be paid by the “due date” by bank account transfer. (2) If the “due date” is the closing day of a “tie-up financial institution” and the “first premium” is paid in the following business day of the closing day, we consider the “first premium” is paid by the “due date”.</p> <p>2. (1) If you fail to pay the “first premium” by the “due date”, you shall pay the “first premium” by the end of the next month of the “due date” to the bank account designated by us. (2) If you pay the “first premium” by the end of next month of the “due date”, any provision, which is contained in this policy or attached endorsement, of any loss, damage or liability in respect of any accident occurring prior to the receipt of the “first premium” payment shall not be applied in this policy. (3) If you fail to pay the “first premium” by the end of next month of the “due date”, we shall not be liable for any loss, damage or liability in respect of any accident occurring prior to the receipt of the “first premium” payment. (4) Notwithstanding of the paragraph (3) of this article, if your failure to pay the “first premium” results from neither the intention of you nor the gross negligence of you, the paragraph (3), in which replacing the sentence “the end of next month of the due date” with the sentence “the end of the month after next month of the due date,” shall be applied in this policy. In this case, if the premium under this policy is paid in installments, we may request you to pay, in addition to the “first premium”, the overdue installment premium which is requested in the month after next month of the “due date”.</p> <p>3. (1) As stipulated in the paragraph (2) of article 2., if you make a request of claim payment to us for any loss, damage or liability in respect of any accident occurring prior to the payment of the “first premium”, you shall pay the “first premium” to us before the insurance payment of us. (2) Notwithstanding of the paragraph (1) of this article, we shall be liable for any loss, damage or liability in respect of any accident occurring prior to the “due date”, if you promise to pay the “first premium” by the “due date” to us and we approve the promise. (3) If you fail to pay the “first premium” by the “due date” in violation of the promise stipulated in the paragraph (2) of this article and you fail to pay the “first premium” by the end of next month of the “due date”, we may request you to return all sums which we paid. In this</p> | <p>この特約は次の特別約款を修正します。</p> <p>総合賠償責任特別約款 生産物特別約款</p> <p>1. (1) 保険契約者は、保険料「払込期日」までに、口座振替によって「初回保険料」を払い込むことができます。 (2) 保険料払込期日が「提携金融機関」の休業日に該当し、口座振替による「初回保険料」の払込みがその休業日の翌営業日に行われた場合は、当社は、「払込期日」に「初回保険料」の払込みがあったものとみなします。</p> <p>2. (1) 「払込期日」までに「初回保険料」の払込みがない場合には、保険契約者は、「初回保険料」を「払込期日」の属する月の翌月末日までに当社の指定した口座に払い込まなければなりません。 (2) 当社は、保険契約者が「払込期日」の属する月の翌月末日までに「初回保険料」を払い込んだ場合には、初回保険料領収前に生じた事故による損害に対しては、この保険契約の普通保険約款およびこれに付帯される他の特約に定める保険料領収前に生じた事故の取扱いに関する規定を適用しません。 (3) 保険契約者が「初回保険料」について、その「初回保険料」を払い込むべき「払込期日」の属する月の翌月末日までその払込みを怠った場合は、当社は、始期日から「初回保険料」領収までの間に生じた事故による損害に対しては、保険金を支払いません。 (4) (3)の規定にかかわらず、保険契約者が「初回保険料」の払込みを怠ったことについて故意および重大な過失がなかった場合は、当社は、「保険料払込期日の属する月の翌月末日」を「保険料払込期日の属する月の翌々月末日」と読み替えて(3)の規定を適用します。この場合において、保険料が分割して払い込まれるときは、当社は「払込期日」の属する月の翌々月の保険料払込期日に請求する分割保険料をあわせて請求できるものとします。</p> <p>3. (1) 2. (2)の規定により、被保険者が、「初回保険料」の払込み前に生じた事故による損害に対して保険金の支払を受ける場合には、その支払を受ける前に、保険契約者は「初回保険料」を当社に払い込まなければなりません。</p> <p>(2) (1)の規定にかかわらず、事故の発生の日が「払込期日」以前であり、保険契約者が、「初回保険料」を「払込期日」までに払い込む旨の確約を行った場合で、かつ、当社が承認したときは、当社は、「初回保険料」が払い込まれたものとみなしてその事故による損害に対して保険金を支払います。 (3) (2)の確約に反して保険契約者が「払込期日」まで「初回保険料」の払込みを怠り、かつ、「払込期日」の属する月の翌月末日までその払込みを怠った場合は、当社は、既に支払った保険金</p> |

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| <p>paragraph, the sentence “the end of next month of the due date” is replaced with the sentence “the end of the month after next month of the due date,” if the paragraph (4) of article 2. is applied.</p> <p>4. (1) If you have still not paid the “first premium” by the end of next month of the “due date”, we may cancel this policy by a written notice to you.</p> <p>(2) The paragraph (1) of this Article is applied prior to any provision of the cancellation stipulated in an installment premium endorsement attached to this policy.</p> <p>(3) The cancellation stipulated in the paragraph (1) of this article shall take effect from the beginning of the policy period.</p> <p>5. Definitions</p> <p>(1) “First premium” means the premium stipulated in this policy, if the premium is paid in one. If the premium is paid in installments, it means the first installment premium.</p> <p>(2) “Tie-up financial institution” means a financial institution who has a tie-up on bank account transfer of insurance premium with us.</p> <p>(3) “Due date” means the due date which we designate for each tie-up financial institution.</p> | <p>の全額の返還を請求することができます。2. (4)の規定が適用される場合においては、3. (3)の規定中、「保険料払込期日の属する月の翌月末日」とあるのを、「保険料払込期日の属する月の翌々月末日」と読み替えて適用します。</p> <p>4. (1) 当社は、「払込期日」の属する月の翌月末日までに、「初回保険料」の払込みがない場合には、保険契約者に対する書面による通知をもって、この保険契約を解除することができます。</p> <p>(2) (1)の規定は、この保険契約に付帯される保険料分割払に関する特約の保険契約の解除に関する規定に優先して適用されます。</p> <p>(3) (1)の解除は、始期日から将来に向かってのみその効力を生じます。</p> <p>5. 定義</p> <p>(1) 「初回保険料」とは、保険料を一括して払い込む場合は、この保険契約に定められた保険料をいい、保険料を分割して払い込む場合は、第1回目に払い込むべき分割保険料をいいます。</p> <p>(2) 「提携金融機関」とは、当社と保険料の口座振替の取扱いを提携している金融機関等をいいます。</p> <p>(3) 「払込期日」とは、当社が提携金融機関ごとに指定した払込期日をいいます。</p> |
| <p style="text-align: right;">【 X X 】</p> <p style="text-align: center;"><u>PREMIUM PAYMENT BY INVOICE</u></p> <p>This endorsement modifies insurance provided under the following:</p> <p>COMMERCIAL GENERAL LIABILITY COVERAGE FORM PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE FORM</p> <p>A. PAYMENT OF THE "FIRST PREMIUM"</p> <p>1. The “first premium” under this policy shall be paid by the “due date” by invoice.</p> <p>2. (1) If you fail to pay the “first premium” by the “due date”, you shall pay the “first premium” by the end of the next month of the “due date” to the bank account designated by us.</p> <p>(2) If you pay the “first premium” by the end of the next month of the “due date”, any provision, which is contained in this policy or attached endorsement, of any loss, damage or liability in respect of any accident occurring prior to the receipt of the “first premium” payment shall not be applied in this policy.</p> <p>(3) If you fail to pay the “first premium” by the end of the next month of the “due date”, we shall not be liable for any loss, damage or liability in respect of any accident occurring prior to the receipt of the “first premium” payment.</p> <p>3. (1) As stipulated in the paragraph (2) of article 2., if you make a request of claim payment to us for any loss, damage or liability in respect of any accident occurring prior to the payment of the “first premium”, you shall pay the “first premium” to us before the insurance payment of</p> | <p style="text-align: right;">【 X X 】</p> <p style="text-align: center;"><u>保険料請求書払特約</u></p> <p>この特約は次の特別約款を修正します。</p> <p>総合賠償責任特別約款 生産物特別約款</p> <p>A. 初回保険料の払込</p> <p>1. 保険契約者は、保険料「払込期日」までに、請求書によって「初回保険料」を払い込むことができます。</p> <p>2. (1) 「払込期日」までに「初回保険料」の払込みがない場合には、保険契約者は、「初回保険料」を「払込期日」の属する月の翌月末日までに当社の指定した口座に払い込まなければなりません。</p> <p>(2) 当社は、保険契約者が「払込期日」の属する月の翌月末日までに「初回保険料」を払い込んだ場合には、「初回保険料」領収前に生じた事故による損害に対しては、この保険契約の普通保険約款およびこれに付帯される他の特約に定める保険料領収前に生じた事故の取扱いに関する規定を適用しません。</p> <p>(3) 保険契約者が「初回保険料」について、その「初回保険料」を払い込むべき「払込期日」の属する月の翌月末日までその払込みを怠った場合は、当社は、始期日から「初回保険料」領収までの間に生じた事故による損害に対しては、保険金を支払いません。</p> <p>3. (1) 2. (2)の規定により、被保険者が、「初回保険料」の払込み前に生じた事故による損害に対して保険金の支払を受ける場合には、その支払を受ける前に、保険契約者は「初回保険料」を当社</p> |

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| <p>us.</p> <p>(2) Notwithstanding the paragraph (1) of this article, we shall be liable for any loss, damage or liability in respect of any accident occurring prior to the “due date”, if you promise to pay the “first premium” by the “due date” to us and we approve the promise.</p> <p>(3) If you fail to pay the “first premium” by the “due date” in violation of the promise stipulated in the paragraph (2) of this article and you fail to pay the “first premium” by the end of the next month of the “due date”, we may request you to return all sums which we paid.</p> <p>4. (1) If you have still not paid the “first premium” by the end of the next month of the “due date”, we may cancel this policy by a written notice to you.</p> <p>(2) The paragraph (1) of this article is applied prior to any provision of the cancellation stipulated in an installment premium endorsement attached to this policy.</p> <p>(3) The cancellation stipulated in the paragraph (1) of this article shall take effect from the beginning of the policy period.</p> <p>5. Definitions</p> <p>(1) “First premium” means the premium stipulated in this policy, if the premium is paid in one. If the premium is paid in installments, it means the first installment premium.</p> <p>(2) “Due date” means the end of the next month of the month that the inception date of this policy belongs.</p> <p>B. PAYMENT OF THE "FIRST ADDITIONAL PREMIUM"</p> <p>1. (1) In case of changes in the terms of this insurance, the additional premium (if necessary) must be paid. The “first additional premium” under this policy shall be paid by the “due date of the additional premium” by invoice.</p> <p>(2) You may not cancel your proposal to make changes in the terms of this insurance without our consent.</p> <p>2. (1) If you fail to pay the “first additional premium” by the “due date of the additional premium”, you shall pay the “first additional premium” by the end of the next month of the “due date of the additional premium” to the bank account designated by us.</p> <p>(2) If you pay the “first additional premium” by the end of the next month of the “due date of the additional premium”, any provision, which is contained in this policy or attached endorsement, of any loss, damage or liability in respect of any accident occurring prior to the receipt of the additional premium payment shall not be applied in this policy for the loss occurring prior to the receipt of the “first additional premium”.</p> <p>(3) Notwithstanding the paragraph (2) of this article, if you fail to pay the “first additional premium” by the end of the next month of the “due date of the additional premium” in case of changes of the terms of this insurance, from the effective date of the change, no change is effective and we shall be liable under the terms of which no change is applied for any loss, damage or liability in respect of any accident occurring prior to the receipt of the “first</p> | <p>に払い込まなければなりません。</p> <p>(2) (1)の規定にかかわらず、事故の発生の日が「払込期日」以前であり、保険契約者が、「初回保険料」を「払込期日」までに払い込む旨の確約を行った場合で、かつ、当社が承認したときは、当社は、「初回保険料」が払い込まれたものとみなしてその事故による損害に対して保険金を支払います。</p> <p>(3) (2)の確約に反して保険契約者が「払込期日」まで「初回保険料」の払込みを怠り、かつ、「払込期日」の属する月の翌月末日までその払込みを怠った場合は、当社は、既に支払った保険金の全額の返還を請求することができます。</p> <p>4. (1) 当社は、「払込期日」の属する月の翌月末日までに、「初回保険料」の払込みがない場合には、保険契約者に対する書面による通知をもって、この保険契約を解除することができます。</p> <p>(2) (1)の規定は、この保険契約に付帯される保険料分割払に関する特約の保険契約の解除に関する規定に優先して適用されます。</p> <p>(3) (1)の解除は、始期日から将来に向かってのみその効力を生じます。</p> <p>5. 定義</p> <p>(1) 「初回保険料」とは、保険料を一括して払い込む場合は、この保険契約に定められた保険料をいい、保険料を分割して払い込む場合は、第1回目に払い込むべき分割保険料をいいます。</p> <p>(2) 「払込期日」とは、この契約の保険始期が属する月の翌月末をいいます。</p> <p>B. 初回追加保険料の払込</p> <p>1. (1) 契約条件変更を申し出た場合で当社が追加保険料を請求した場合は、保険契約者は追加保険料を支払わなければなりません。保険契約者は、「追加保険料払込期日」までに、当社より送付する請求書を使用して「初回追加保険料」を払い込むものとします。</p> <p>(2) 保険契約者は、契約条件変更の申出については、保険契約者または被保険者に正当な理由がある場合を除いてこれを撤回することはできません。</p> <p>2. (1) 「追加保険料払込期日」までに「初回追加保険料」の払込みがない場合には、保険契約者は、「初回追加保険料」を「追加保険料払込期日」の属する月の翌月末日までに当社の指定した口座に払い込まなければなりません。</p> <p>(2) 当社は、保険契約者が「追加保険料払込期日」の属する月の翌月末日までに「初回追加保険料」を払い込んだ場合には、「初回追加保険料」領収前に生じた事故による損害に対しては、普通保険約款およびこれに付帯される他の特約に定める追加保険料領収前に生じた事故の取扱いに関する規定を適用しません。</p> <p>(3) (2)の規定にかかわらず、保険契約者が、契約条件変更の申出を承認する場合の追加保険料について、その「初回追加保険料」を払い込むべき「追加保険料払込期日」の属する月の翌月末日までその払込みを怠った場合は、当社は、変更日から「初回追加保険料」領収までの間に生じた事故による損害に対しては、契約条件変更の承認の請求がなかったものとして、この保険契約に適用される普通保険約款および他の特約に従い、保険金を支払います。</p> |

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| <p>additional premium” payment.</p> <p>3. (1) As stipulated in the paragraph (2) of article 2., if you make a request of claim payment to us for any loss, damage or liability in respect of any accident occurring prior to the payment of the “first additional premium”, you shall pay the “first additional premium” to us before the insurance payment of us.</p> <p>(2) Notwithstanding the paragraph (1) of this article, we shall be liable for any loss, damage or liability in respect of any accident occurring prior to the “due date of the additional premium”, if you promise to pay the “first additional premium” by the “due date of the additional premium” to us and we approve the promise.</p> <p>(3) If you fail to pay the “first additional premium” by the “due date of the additional premium” in violation of the promise stipulated in the paragraph (2) of this article and you fail to pay the “first additional premium” by the end of the next month of the “due date of the additional premium”, we may request you to return the balance of all the sums which we paid in excess of the sums which we shall be liable under the terms of which no change is applied.</p> <p>4. (1) If you have still not paid the “first additional premium” by the end of the next month of the “due date of the additional premium”, we may cancel this policy by a written notice to you.</p> <p>(2) The cancellation stipulated in the paragraph (1) of this article shall take effect from the effective date of the cancellation.</p> <p>5. Definitions</p> <p>(1) “First additional premium” means the additional premium stipulated in this policy by endorsement, if the additional premium is paid in one. If the additional premium is paid in installments, it means the first installment additional premium.</p> <p>(2) “Due date of the additional premium” means the due date which we designate.</p> | <p>3. (1) 2. (2)の規定により、被保険者が、「初回追加保険料」の払込み前に生じた事故による損害に対して保険金の支払を受ける場合には、その支払を受ける前に、保険契約者は「初回追加保険料」を当社に払い込まなければなりません。</p> <p>(2) (1)の規定にかかわらず、事故の発生の日が、「追加保険料払込期日」以前であり、保険契約者が、「初回追加保険料」を「追加保険料払込期日」までに払い込む旨の確約を行った場合で、かつ、当社が承認したときは、当社は、「初回追加保険料」が払い込まれたものとみなしてその事故による損害に対して保険金を支払います。</p> <p>(3) (2)の確約に反して保険契約者が「追加保険料払込期日」まで「初回追加保険料」の払込みを怠り、かつ、「追加保険料払込期日」の属する月の翌月末日までその払込みを怠った場合は、当社は、事故による損害に対して既に支払った保険金の額から契約条件の変更がなかったものとして支払われる保険金の額を差し引いた差額の返還を請求することができます。</p> <p>4. (1) 当社は、「追加保険料払込期日」の属する月の翌月末日までに、「初回追加保険料」の払込みがない場合には、保険契約者に対する書面による通知をもって、この保険契約を解除することができます。</p> <p>(2) (1)の解除は、変更日から将来に向かってのみその効力を生じます。</p> <p>5. 定義</p> <p>(1) 「初回追加保険料」とは、追加保険料を一括して払い込む場合は、当社が請求した追加保険料の総額をいい、追加保険料を分割して払い込む場合は、第1回目に払い込むべき分割追加保険料をいいます。</p> <p>(2) 「追加保険料払込期日」とは、当社が別途定める払込期日とします。</p> |
| <p style="text-align: right;">【 5 E 】</p> <p style="text-align: center;"><u>TERRORISM EXCLUSION</u></p> <p>This endorsement modifies insurance provided under the following:</p> <p>COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PARTFORM</p> <p>A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:</p> <p>1. "Terrorism" means activities against persons, organizations or property of any nature:</p> <p>a. That involve the following or preparation for the following:</p> <p>(1) Use or threat of force or violence; or</p> <p>(2) Commission or threat of a dangerous act; or</p> | <p style="text-align: right;">【 5 E 】</p> <p style="text-align: center;"><u>テロリズム危険免責特約</u></p> <p>この特約は次の特別約款を修正します。</p> <p>総合賠償責任特別約款 生産物特別約款</p> <p>A. 次の定義が追加され、この特約において鍵括弧が付されている用語に適用されます。</p> <p>1. 「テロリズム」とは、いかなる種類の人、組織または財物に対する行為で次のものをいいます。</p> <p>a. 次に掲げる行為またはそれら行為のための準備作業。</p> <p>(1) 兵力または暴力の使用または脅威</p> <p>(2) 危険な行為の実施またはその脅威</p> |

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| <p>(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and</p> <p>b. When one or both of the following applies:</p> <p>(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or</p> <p>(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.</p> <p>2. "Any injury or damage" means any injury or damage covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Form or Policy.</p> <p>B. The following exclusion is added: EXCLUSION OF TERRORISM We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage.</p> | <p>(3) 電子・コミュニケーション・情報・機械システムの妨害または崩壊行為の実施またはその脅威</p> <p>b. 次のいずれかまたはその両方に該当する場合</p> <p>(1) その行為の目的が、政府、民間人もしくはその一部に対する脅迫・威圧または経済の一部の崩壊であること</p> <p>(2) その行為の目的が、政府に対する脅迫または威圧およびそれらによる政治的、イデオロギー的、宗教的、社会的、経済的に対する脅迫または威圧を与えることを目的とすると思われること、または、哲学もしくはイデオロギー（それらに対する反対を含みます。）を宣言することを目的とすると思われること</p> <p>2. 「あらゆる障害または損害」とはこの特約が付帯されたすべての特別約款または保険証券で補償される障害もしくは損害をいいます。適用される特別約款または保険証券に定義がある場合には、「身体障害」、「物的損害」、「人格権侵害または宣伝侵害」、「障害」および「環境汚染」を含み、これに限定されません。</p> <p>B. 次の免責規定が追加されます。 テロリズム危険免責 当社は、直接であると間接であるとを問わず、「テロリズム」（実際に生じているもしくは予期されるテロリズム行為を阻止または防御するための行為を含みます）に起因する「あらゆる障害または損害」に対しては適用しません。「あらゆる障害または損害」はそれらの障害や損害の発生に、他の要因や事象が存在する場合にも保険金を支払いません。</p> |
| <p style="text-align: right;">【 8 N 】</p> <p style="text-align: center;"><u>DATE INFORMATION RECOGNITION EXCLUSION</u></p> <p>This endorsement modifies insurance provided under the following:</p> <p>PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART COMMERCIAL GENERAL LIABILITY COVERAGE PART</p> <p>This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of:</p> <p>a. Any actual or alleged failure, malfunction or inadequacy of:</p> <p>(1) Any of the following, whether belonging to any insured or to others:</p> <p>(a) Computer hardware, including microprocessors;</p> <p>(b) Computer application software;</p> <p>(c) Computer operating systems and related software;</p> <p>(d) Computer networks;</p> <p>(e) Microprocessors (computer chips) not part of any computer system; or</p> | <p style="text-align: right;">【 8 N 】</p> <p style="text-align: center;"><u>日時認識エラー補償対象外特約</u></p> <p>この特約は次の特別約款を修正します。</p> <p>総合賠償責任特別約款 生産物特別約款</p> <p>この保険は直接であると間接であるとを問わず、次の事由によって生じた「身体障害」、「物的損害」または「人格権侵害または宣伝行為による侵害」に対しては保険金を支払いません。</p> <p>a. 次のいずれかの故障、誤作動、不適合またはそのおそれ</p> <p>(1) 被保険者が所有するか他人が所有するかにかかわらず、次のいずれかのもの</p> <p>(a) コンピュータハードウェア（マイクロプロセッサを含む。）</p> <p>(b) コンピュータアプリケーションソフトウェア</p> <p>(c) コンピュータオペレーティングシステムと関連ソフトウェア</p> <p>(d) コンピュータネットワーク</p> <p>(e) コンピュータシステムの一部でないマイクロプロセッサ（コンピュータチップ）</p> |

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| <p>(f) Any other computerized or electronic equipment or components; or (2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph a.(1) of this endorsement due to the inability to correctly recognize, process, distinguish, interpret or accept date information. b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by or for any insured to determine, rectify or test for, any potential or actual problems described in Paragraph a. of this endorsement. c. The term "date information" under this endorsement shall be defined as year, month, week, day, a day of the week, time, or period of time, including a particular day, month, year or a particular point in time.</p> | <p>(f) その他のあらゆる電子・電気機器 (2) 様式を問わず、直接であると間接であるとを問わず、この特約のa. (1)に掲げたいずれかを使用または依存することによるその他のあらゆる生産物、サービス、情報および機能 b. 直接であると間接であるとを問わず、潜在するもしくは顕在化した前号に掲げる問題の測定、修正、検査のために、被保険者によってもしくは被保険者のために第三者によって行われたあらゆる助言、相談、設計、評価、監査、組込、保守、修理、交換、または監督に起因する損害賠償責任 c. この特約における「日時情報」とは、特定の日、月、年、特定の時刻を含む、年、月、週、日、曜日、時刻、時間と定義します。</p> |
| <p style="text-align: right;">【8P】</p> <p style="text-align: center;"><u>LIMITED PRODUCTS WITHDRAWAL EXPENSE</u></p> <p>This endorsement modifies insurance provided under the following:</p> <p>COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART</p> <div style="border: 1px solid black; padding: 5px;"> <p>Aggregate Limit :US\$50,000 Deductible Amount Per Product Withdrawal:NIL Participation Percentage Per Product Withdrawal:10% Cut-off Date: The inception date when this endorsement was first issued to you by us (Defense and Claim Expenses Included Within Limits of Insurance)</p> </div> <p>A. The following is added to Section I – COVERAGES Section I– Limited Product Withdrawal Expense Coverage 1. Insuring Agreement a. We will reimburse you for “product withdrawal expenses” incurred by you because of a “product withdrawal” to which this insurance applies. The amount of such reimbursement is limited as shown in the Schedule listed above. No other obligation or liability to pay sums or perform acts or services is covered. b. This insurance applies to a “product withdrawal” only if the “product withdrawal” is initiated in the “coverage territory” during the policy period because: (1) You or a third party determines that the “product withdrawal” is necessary; or (2) An authorized government entity has ordered you or a third party to conduct a “product withdrawal”. c. We will reimburse “product withdrawal expenses” only if: (1) The expenses are incurred within one year of the date the “product withdrawal” was</p> | <p style="text-align: right;">【8P】</p> <p style="text-align: center;"><u>製品回収費用限定補償特約</u></p> <p>この特約は次の特別約款を修正します。</p> <p>総合賠償責任特別約款 生産物特別約款</p> <div style="border: 1px solid black; padding: 5px;"> <p>保険期間中総支払限度額:US\$50,000 1回の生産物回収についての免責金額:なし 1回の生産物回収についての自己負担割合:10% 基準日:製品回収費用限定補償特約がはじめに付帯された保険証券の保険始期日 (防御または訴訟費用は支払限度額の内枠に含まれます)</p> </div> <p>A. 次の規定が第一章 補償条項に追加されます。 第1章—生産物回収費用限定補償条項 1. 当社の補償責任 a. 当社はこの保険証券が適用される「生産物回収」のために貴社によって支出された「生産物回収費用」について、貴社に保険金を支払います。 その保険金の額は、第三章 支払限度額に規定される金額を限度とします。それ以外には、金銭の支払または行為・役務の実行についてのいかなる義務・責任も補償されません。 b. この保険契約は「生産物回収」に対して適用されます。ただし、その「生産物回収」の開始が「保険適用地域」において、保険期間中に、次の事由により生じたものに限り、 (1) 貴社または第三者が「生産物回収」が必要であると判断したこと。 (2) 政府当局が、貴社または第三者に対して「生産物回収」を行うように命令したこと。 c. 当社は、次に掲げるすべての条件に該当する場合に限り、「生産物回収費用」に対して保険金を支払います。</p> |

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| <p>initiated;</p> <p>(2) The expenses are reported to us within one year of the date the expenses were incurred; and</p> <p>(3) The product that is the subject of the “product withdrawal” was produced after the Cut-off Date shown in the Schedule listed above.</p> <p>d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:</p> <p>(1) When you or a third party first announced, in any manner, to the general public, its vendors or to its employees (other than those employees directly involved in making the determination) its decision to conduct or participate in a "product withdrawal"</p> <p>(2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".</p> <p>e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".</p> <p>2. Exclusions</p> <p>This insurance does not apply to “product withdrawal expenses” arising out of:</p> <p>a. Breach of Warranty and Failure to Conform to Intended Purpose Any “product withdrawal” initiated due to the failure of “your product” to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused “bodily injury” or physical damage to tangible property other than “your product”.</p> <p>b. Infringement of Copyright, Patent, Trade Secret, Trade Dress or Trademark Any “product withdrawal” initiated due to copyright, patent, trade secret, trade dress or trademark infringements.</p> <p>c. Deterioration, Decomposition or Chemical Transformation Any “product withdrawal” initiated due to transformation of a chemical nature, deterioration or decomposition of “your product”. This exclusion does not apply if it is caused by:</p> <p>(1) An error in manufacturing, design, or processing;</p> <p>(2) Transportation of “your product”; or</p> <p>(3) “Product tampering”.</p> <p>d. Goodwill, Market Share, Revenue, Profit Or Redesign The costs of regaining goodwill, market share, revenue or profit or the costs of redesigning “your product”.</p> <p>e. Expiration of Shelf Life Any “product withdrawal” initiated due to expiration of the designated shelf life of “your product”.</p> | <p>(1) 回収費用が、「生産物回収」開始後1年以内に発生していること。</p> <p>(2) 回収費用が、費用の発生から1年以内に当社に報告されること。</p> <p>(3) 「生産物回収」の対象となる生産物が、別表に記載された基準日後に生産されたものであること。</p> <p>d. 「生産物回収」の実施は、次のいずれか早い時期に始められたものとみなします。</p> <p>(1) 貴社または第三者が一般大衆、販売人または従業員（回収決定に直接的に関与する従業員を除きます。）に対して、「生産物回収」についての実施また参加の決定を最初に公表したとき</p> <p>(2) 貴社が政府当局から「生産物回収」を実施する旨の命令通知を口頭または書面で最初に受けたとき</p> <p>e. 同一または実質的に同種の「欠陥」を有する「生産物」を回収するために生じた「生産物回収費用」は、同一の「生産物回収」に起因するものとみなします。</p> <p>2. 免責条項 この保険契約は、次に掲げる事由に起因する「生産物回収費用」には適用されません。</p> <p>a. 保証違反および意図した目的への不適合 生産物が意図した目的に適合しないこと（適合性に関する明示・黙示の保証に対する違反を含みます。）により開始された「生産物回収」 この免責条項は、そのような目的への不適合が「身体障害」または「生産物」以外の有体物に対する物理的損壊を引き起こし、または引き起こすと合理的に予測される場合には適用されません。</p> <p>b. 著作権、特許権、企業秘密、トレード・ドレスまたは商標権の侵害 著作権、特許権、企業秘密、トレード・ドレス（デザイン等、商品自体を特徴づけて提供者を識別させる全体的な外観・印象）または商標権の侵害によって開始された「生産物回収」</p> <p>c. 劣化、変質または化学変化 「生産物」の科学的性質の変化・劣化・変質によって開始された「生産物回収」。この免責条項は、変化・劣化・変質が次の事由により生じたものである場合には適用されません。</p> <p>(1) 製造、設計または加工の瑕疵</p> <p>(2) 「生産物」の輸送</p> <p>(3) 「生産物汚染」</p> <p>d. 信用、市場占有率、収入、利益または再設計 信用、市場占有率、収入、利益を回復するための費用または「生産物」の再設計費用</p> <p>e. 貯蔵寿命の終了 「生産物」の特定の貯蔵寿命が終了したことにより開始された「生産物回収」</p> |

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| <p>f. Known Defect A “product withdrawal”, initiated due to a “defect” in “your product” known to exist by the named insured or the named insured’s “executive officers”, prior to the date when this endorsement was first issued to you or prior to the time “your product” leaves your control or possession.</p> <p>g. Otherwise Excluded Products A withdrawal of any specific products for which “bodily injury” or “property damage” is excluded under Coverage (A) – BODILY INJURY AND PROPERTY DAMAGE LIABILITY by endorsement.</p> <p>h. Governmental Ban A recall when “your product” or a component contained within “your product” has been: (1) Banned from the market by an authorized government entity prior to policy period; or (2) Distributed or sold by you subsequent to any governmental ban.</p> <p>i. Defense of Claim The defense of a claim or “suit” against you for liability arising out of a “product withdrawal”.</p> <p>j. Fines and Penalties Any fines, sanctions, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.</p> <p>k. Pollution-related Expenses Any loss, cost or expense due to any: (1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, “pollutants”; or (2) Claim or suit by or on behalf of a government authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of “pollutants”.</p> <p>B. For the purpose of this endorsement, Section III – LIMITS OF INSURANCE is replaced by the following:</p> <p>SECTION III – LIMITS OF INSURANCE</p> <p>1. The limit of insurance shown in the Schedule above and the rules below fix the most we will pay regardless of the number of:</p> <p>a. Insureds; b. “Product withdrawal” initiated; c. Number of “your products” recalled; d. Claims made or “suits” brought; or</p> | <p>f. 既知の欠陥 この特約がはじめに貴社に発行された日より前または「生産物」が貴社の管理もしくは占有を離れた時より前に、貴社またはその「執行役員」によって存在を知られていた「生産物」の「欠陥」のために開始された「生産物回収」</p> <p>g. 対象外生産物 「身体障害」または「物的損害」が第1章－補償条項において免責とされている特定の製品の回収</p> <p>h. 政府による禁止 「生産物」または「生産物」に含まれる構成部品が次のいずれかに該当する場合のリコール (1) 政府当局により、保険期間開始前に市場流通を禁止されていたもの。または、 (2) 政府による禁止措置の後に貴社によって流通または販売されたもの</p> <p>i. 損害賠償請求に対する防御 「生産物回収」に起因する損害賠償責任に関する賠償請求または「訴訟」に対する防御</p> <p>j. 罰金または制裁金 被保険者に課せられる罰金、制裁金、違約金、懲罰的賠償責任その他の非補償的賠償責任</p> <p>k. 汚染関連費用 次のいずれかによって損害、費用または経費 (1) 被保険者またはその他の者に対して、「汚染物質」の検査、監視、浄化、除去、封じ込め、処理、無害化もしくは中和、またはどのような方法であれ「汚染物質」への対応もしくはその影響評価を行うことを求める要請、要求、命令または法令上の義務 (2) 「汚染物質」の検査、監視、浄化、除去、封じ込め、処理、無害化もしくは中和、またはどのような方法であれ「汚染物質」への対応もしくはその影響評価を行うことを理由として、政府当局により、またはこれに代わってなされた損害賠償請求または損害賠償を請求する「訴訟」</p> <p>B. この特約において、第3章－支払限度額の規定は次のとおり読み替えます。</p> <p>第3章－支払限度額</p> <p>1. 別表に記載された支払限度額および次の規定は、次に掲げるものの数にかかわらず、当社が支払う保険金の上限を規定します。</p> <p>a. 被保険者 b. 開始された「生産物回収」 c. 回収された「生産物」の数</p> |

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| <p>e. Persons or organizations making claims or bringing "suits".</p> <p>2. The Aggregate Limit is the most we will reimburse you for the sum of all “product withdrawal expenses” incurred for all “product withdrawal” initiated during the policy period.</p> <p>3. Deductible and Participation Percentage Provisions</p> <p>a. Deductible</p> <p>We will only pay for the amount of “product withdrawal expenses” which are in excess of the deductible amount, if any, shown in the Schedule above. The deductible applies separately to each “product withdrawal”. The limits of insurance will not be reduced by the amount of this deductible.</p> <p>We may, or will if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or “suit” Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.</p> <p>b. Participation Percentage</p> <p>If a Participation percentage is indicated in the Schedule above, the following provision applies:</p> <p>You agree to participate in the payment of “product withdrawal expenses” which are in excess of the deductible, to the extent of the Participation percentage indicated in the Schedule above. The Participation percentage will apply separately to each “product withdrawal”. You also agree that the cost of your participation in each “product withdrawal” will be borne entirely by you when due and you will not obtain insurance to cover it.</p> <p>The Limit of insurance of this endorsement applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limit of insurance.</p> <p>C. For the purpose of this endorsement, the Duties In The Event Of Occurrence, Claim Or Suit Condition under Section IV – CONDITIONS is replaced by the following:</p> <p>2. Duties In The Event Of A “Defect” Or A “Product Withdrawal”</p> <p>a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened “defect” in “your product”, or any governmental investigation, that may result in a “product withdrawal”. To the extent possible, notice should include:</p> <p>(1) How, when and where the “defect” was discovered;</p> | <p>d. 損害賠償請求もしくは「訴訟」</p> <p>e. 損害賠償請求もしくは「訴訟」を提起した個人または組織</p> <p>2. 総支払限度額は、保険期間中に開始されたすべての「生産物回収」によって支出されたすべての「生産物回収費用」の合計額に対して、当社が被保険者に支払う保険金の上限となります。</p> <p>3. 免責金額および自己負担割合条項</p> <p>a. 免責金額</p> <p>当社は、この特約の別表に免責金額が記載されている場合は、「生産物回収費用」がその免責金額を超過する金額のみに対して保険金を支払います。免責金額は、一回の「生産物回収」ごとに個別に適用されます。支払限度額は、この免責金額によっては削減されません。</p> <p>当社は、損害賠償請求または「訴訟」についての和解を成立させるためもしくは法律により支払義務がある場合には、免責金額の全部または一部に対して、保険金を支払うことが出来ます。当社による免責金額の支払の通知に基づき、被保険者は、当社が支払った免責金額のその部分を当社にすみやかに戻し入れなければなりません。</p> <p>b. 自己負担割合</p> <p>自己負担割合がこの特約の別表に記載されている場合には、次の規定が適用されます。</p> <p>被保険者は、免責金額を超過する「生産物回収費用」の支払を別表記載の自己負担割合の範囲において分担します。自己負担割合は、一回の「生産物回収」ごとに個別に適用されます。被保険者による損害の自己負担分の費用は、その金額が確定した時点において、被保険者が全額を負担するものとします。</p> <p>この特約の支払限度額は、告知事項記載欄に記載された保険期間の始期から開始し、連続する各1年間の期間ごとに、および12か月未満の残余期間について、それぞれ適用されます。ただし、保険期間が12か月未満の期間延長をされた場合を除きます。この場合、支払限度額の適用にあたっては、追加された期間は直前の最終期間の一部とみなします。</p> <p>C. この特約において、第4章－基本条項における事故、損害賠償請求または訴訟の発生時における義務の規定は次の通り読み替えます。</p> <p>2. 「欠陥」または「生産物回収」の発生時における義務</p> <p>a. 貴社は、当社が遅滞なく、「生産物回収」を生じさせる可能性のある「生産物」の欠陥（それが実際のものであるか、疑われるものであるか、単なるおそれであるかを問いません。）または行政機関による調査について通知される様に注意しなければなりません。可能な限りにおいて、</p> |

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| <p>(2) The names and addresses of any injured persons and witnesses; and</p> <p>(3) The nature, location and circumstances of any injury or damage arising out of use or consumption of “your product”.</p> <p>b. If a “product withdrawal” is initiated, you must:</p> <p>(1) Immediately record the specifics of the “product withdrawal” and the date it was initiated; and</p> <p>(2) Notify us as soon as practicable. You must see to it that we receive written notice of the “product withdrawal” as soon as practicable.</p> <p>c. You must promptly take all reasonable steps to mitigate the expenses associated with a “product withdrawal”. Any profit that you receive from mitigating the expenses is deducted from the amount of reimbursement that you will receive for “product withdrawal expenses”.</p> <p>d. You and any other involved insured must:</p> <p>(1) Immediately send us copies of pertinent correspondence received in connection with the “product withdrawal”.</p> <p>(2) Authorize us to obtain records and other information; and</p> <p>(3) Cooperate with us in the investigation of the “product withdrawal”.</p> <p>D. For the purpose of this endorsement, the following condition is added to Section IV – CONDITIONS</p> <p>Concealment or Fraud</p> <p>We will not provide coverage under Section I of this endorsement to you, or any other insured, who at any time:</p> <p>1. Engaged in fraudulent conduct; or</p> <p>2. Intentionally concealed or misrepresented a material fact concerning a “product withdrawal” or “product withdrawal expenses” incurred by you under Section I of this endorsement.</p> <p>E. The following definitions are added to the Definitions section:</p> <p>1. “Defect” means a defect, deficiency or inadequacy that creates a dangerous condition.</p> <p>2. “Electronic data” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.</p> <p>3. “Product tampering” is an act of intentional alteration of “your product” which has caused or is reasonably expected to cause “bodily injury” or physical injury to tangible property</p> | <p>通知は、次に掲げる事故を含んでいなければなりません。</p> <p>(1) 「欠陥」が発見された経緯、日時および場所</p> <p>(2) 被害者および証人の氏名・住所</p> <p>(3) 「生産物」の仕様または消費に起因して発生する障害または損壊の性質、場所および状況</p> <p>b. 「生産物回収」が開始された場合は、貴社は、次に掲げる事項を行わなければなりません。</p> <p>(1) ただちに「生産物回収」の詳細およびそれが開始された日を記録すること。</p> <p>(2) 当社に遅滞なく通知すること。貴社は、当社が「生産物回収」に関する書面による通知を遅滞なく受領する様に注意しなければなりません。</p> <p>c. 貴社または関係する被保険者は、すみやかに「生産物回収」に伴う費用を軽減するためにすべての措置を行わなければなりません。その費用の軽減により被保険者が受ける「利益」は、その被保険者が「生産物回収費用」について受け取る保険金の額から控除します。</p> <p>d. 貴社または関係する被保険者は、次に掲げる事項を行わなければなりません。</p> <p>(1) ただちに当社に「生産物回収」に関連して受領した関連文書の写しを送付すること</p> <p>(2) 当社に記録その他の情報を入手する権限を与えること</p> <p>(3) 当社による「生産物回収」に関する調査に協力すること</p> <p>D. この特約において、次の契約条件を第4章－基本条項に追加します。</p> <p>隠蔽または詐欺</p> <p>当社は、この特約の第1章に基づく補償を、次に掲げる行為を行った記者その他の被保険者（行為の時期を問いません）に対しては提供しません。</p> <p>1. 詐欺行為への加担</p> <p>2. この特約の第一章における「生産物回収」または被保険者によって支出された「生産物回収費用」に関する重要な事実について、故意による隠蔽または誤った説明</p> <p>E. 次の定義が第5章－定義条項に追加されます。</p> <p>1. 「欠陥」とは、危険な状態を生じさせる欠陥、不具合または不良をいいます。</p> <p>2. 「電子データ」とは、コンピュータソフトウェアに蓄積、開発、使用または送受信される情報、事実またはプログラムをいいます。コンピュータソフトウェアとは、システムおよびアプリケーションのソフトウェアをいい、ハード、フロッピーディスク、CD-ROM、テープ、ドライブ、セル、データ処理機またはその他の電子的に制御される機器と共に使用されるものを含みます。</p> |

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| <p>other than “your product”.</p> <p>When “product tampering” is known, suspected or threatened, a “product withdrawal” will be limited to those batches of “your product” which are known or suspected to have been tampered with. For the purposes of this insurance, “electronic data” is not tangible property.</p> <p>4. “Product withdrawal” means the recall or withdrawal:</p> <p>a. From the market; or</p> <p>b. From use by any other person or organization; of “your products”, or products which contain “your products”, because of known or suspected “defects” in “your product”, or known or suspected “product tampering”, which has caused “bodily injury” or physical injury to tangible property other than “your product”.</p> <p>For the purposes of this insurance, “electronic data” is not tangible property.</p> <p>5. “Product withdrawal expenses” means those reasonable and necessary extra expenses, listed below, paid and directly related to a “product withdrawal”.</p> <p>a. Costs of notification;</p> <p>b. Costs of stationary, envelopes, production of announcements and postage or facsimiles;</p> <p>c. Costs of overtime paid to regular non-salaried employees and costs incurred by such employees, including costs of transportation and accommodations;</p> <p>d. Costs of computer time;</p> <p>e. Costs of hiring independent contractors and other temporary employees;</p> <p>f. Costs of transportation, shipping or packaging;</p> <p>g. Costs of warehouse or storage space; or</p> <p>h. Costs of proper disposal of “your products”, or products that contain “your products”, that can not be reused, not exceeding your initial purchase price or your cost to produce the products.</p> <p>i. Compensatory damages for the costs described in a. through h. above incurred by a third party that conducts or participates in a “product withdrawal”</p> <p>6. “Profit” means the positive gain from business operation after subtracting for all expenses.</p> <p>F. For the purpose of this endorsement, definition of coverage territory under the DEFINITIONS section is replaced by the following:</p> <p>“Coverage Territory” means any nation or area shown in the Declarations.</p> | <p>3. 「生産物汚染」とは、「生産物」に意図的な改変を加える行為であって、それが「身体障害」または有体物（「生産物」を除きます）に物理的な損壊を発生させ、または発生させると合理的に予測されるものをいいます。</p> <p>「生産物汚染」が判明し、疑われ、またはそのおそれが生じた場合は、「生産物回収」の範囲は、汚染が判明し、または疑われる「生産物」の集団に限ります。この保険契約において、電子データは有体物ではありません。</p> <p>4. 「生産物回収」とは、</p> <p>a. 市場からのまたは</p> <p>b. 自然人もしくは法人によって使用されている状態からの次のリコールもしくは回収をいいます。</p> <p>「生産物」または「生産物」を含む製品が、「身体障害」または「生産物」以外の有体物への物理的な損壊を発生させており、「生産物」に「欠陥」または「生産物汚染」があることが判明しまたは疑われる場合に行うもの。</p> <p>この保険契約において、電子データは有体物ではありません。</p> <p>5. 「生産物回収費用」とは、次に掲げる合理的かつ必要な超過費用であって、既に支払われかつ「生産物回収」に直接的に関係するものをいいます。</p> <p>a. 社告費用</p> <p>b. 文具、封筒、文書作成、郵便、ファクシミリの費用</p> <p>c. 正規の非定額給従業員に支払われた超過勤務手当および従業員により支出された交通費および宿泊費などの費用</p> <p>d. コンピューター使用（超過）料金</p> <p>e. 独立請負人および臨時雇い従業員の雇用費用</p> <p>f. 輸送・運送または梱包の費用</p> <p>g. 倉庫または保管場所の費用</p> <p>h. 「生産物」またはこれを含む製品を適切に廃棄するための費用。ただし、「生産物」が再利用できない場合であって、また、費用の額が貴社の調達原価または製造原価を超えないものとします。</p> <p>i. 上記a. からh. にまでに規定する費用であって、「生産物回収」を実施し、または「生産物回収」に参加した第三者によって支出された費用に対する補償的損害賠償金</p> <p>6. 「利益」とは、諸費用控除後に事業活動から得られるプラスの収益をいいます。</p> <p>F. この特約において、定義条項における保険適用地域の定義は次の通り読み替えます。</p> <p>「保険適用地域」とは、告知事項記載欄に記載された国または地域をいいます。</p> |
| <u>JAPANESE INSURANCE ACT CLAUSE</u> | 【8Q】 <u>日本国保険法に関する特約</u> |

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| <p>This endorsement modifies insurance provided under the following:</p> <p>COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART</p> <p>1. Lien</p> <p>(1) These paragraphs shall be applied in the event we become liable to indemnify the insured for any damages caused by reason of the Insured becoming liable (hereinafter referred as "liability damage").</p> <p>(2) In case where the Liability Damage Claimant (who is defined as the person who has the right to demand from the Insured for liability damage, hereinafter to be so interpreted) has lien over the right of the Insured to claim insurance proceeds against us (which is limited to liability damage, hereinafter to be so interpreted) based upon the Insurance Act in Japan, we will pay insurance proceeds (which is limited to Liability damage, hereinafter to be interpreted) should any of the following cases apply:</p> <p>(a) In the event that we pay liability damage to the Insured, after the Insured paid such damage to the Liability Damage Claimant. However, the indemnity to be paid by us shall be limited to the amount which the Insured has paid or is due to pay to the Liability Damage Claimant;</p> <p>(b) In the event that we pay liability damage directly to the Liability Damage Claimant in accordance with the payment order by the Insured, before the Insured pays such damage to the Liability Damage Claimant;</p> <p>(c) In the event that we pay liability damage directly to the Liability Damage Claimant by reason of the Liability Damage Claimant exercising lien over the right to claim insurance proceeds, before the Insured pays such damage to the Liability Damage Claimant; or</p> <p>(d) In the event that we pay liability damage to the Insured based upon the agreement by the Liability Damage Claimant for us to do so, before the Insured pays such damage to the Liability Damage Claimant. However, the indemnity to be paid by us shall be limited to the amount agreed by the Liability Damage Claimant.</p> <p>(3) The right of the Insured to claim insurance proceeds from us shall not be removed as a pledge except as set out in (c) above, provided always that the said right shall not convey to any other third parties except to the Liability Damage Claimant. However, always excepting the case when the Insured can claim insurance proceeds against us by the provision of (a) and (d) above.</p> <p>2. Time to Provide Insurance Benefits</p> <p>(1) We will pay no later than thirty (30) days after the date when we receive the completed invoice but including the said date by confirming that the said loss or damage can be satisfactorily proved payable under this policy as follows:</p> | <p>この特約は次の特別約款を修正します。</p> <p>総合賠償責任特別約款 生産物特別約款</p> <p>1. 先取特権</p> <p>(1) 被保険者が法律上の損害賠償責任を負担することによって被る損害（以下「損害」といいます。）に対して当社が保険金を支払う場合に、この特約は適用されます。</p> <p>(2) 損害賠償請求権者（被保険者に対して法律上の損害を請求する権利を有するものをいいます。以下同様とします。）が、被保険者の当社に対する保険金請求権（損害に限りません。以下同様とします。）について、日本国保険法に基づき、先取特権を有する場合には、当社は次のいずれかに該当する場合に、保険金（損害に限りません。以下同様とします。）を支払います。</p> <p>(a) 被保険者が損害賠償請求権者に対してその損害の賠償をした後に、当社から被保険者に支払う場合。ただし、被保険者が賠償した金額を限度とします。</p> <p>(b) 被保険者が損害賠償請求権者に対してその損害の賠償をする前に、被保険者の指図により、当社から直接、損害賠償請求権者に支払う場合</p> <p>(c) 被保険者が損害賠償請求権者に対してその損害の賠償をする前に、損害賠償請求権者が先取特権を行使したことにより、当社から直接、損害賠償請求権者に支払う場合</p> <p>(d) 被保険者が損害賠償請求権者に対してその損害の賠償をする前に、当社が被保険者に損害賠償金にかかわる保険金を支払うことを損害賠償請求権者が承諾したことにより、当社から被保険者に支払う場合。ただし、損害賠償請求権者が承諾した金額を限度とします。</p> <p>(3) 損害賠償金にかかわる保険金請求権は、損害賠償請求権者以外の第三者に譲渡することはできません。また、損害賠償金にかかわる保険金請求権を質権の目的とし、または(2)(c)の場合を除いて差し押さえることはできません。ただし、(2)(a)または(d)の規定により被保険者が当社に対して保険金の支払を請求することができる場合を除きます。</p> <p>2. 保険金の履行期</p> <p>(1) 当社は、請求完了日からその日を含めて30日以内に、当社が保険金を支払うために必要な次の事項の確認を終え、保険金を支払います。</p> |

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| <p>(a) Check for cause or circumstance of an occurrence, damage or injury and circumstance relevant to Insured in order to verify the said loss, damage or claim is an occurrence which we shall indemnify;</p> <p>(b) Check for cause or circumstance of an occurrence in order to verify the said loss, damage or claim is an occurrence not excluded from the policy coverage;</p> <p>(c) Check for amount of damage, degree of injury, relationship between occurrence and damage/claim and course of treatment in order to verify the amount payable by this policy;</p> <p>(d) Check for presence of circumstance which this policy set as for events for cancellation or abeyance in order to verify the effect of this policy; and</p> <p>(e) Check for existence of other similar policy(ies), the right of the Insured to claim proceeds against in order to verify the amount payable by this policy excluding (a), (b), (c) or (d) above.</p> <p>(2) Notwithstanding of the provision of the preceding paragraph, in the event we shall need special investigation in order to verify (a), (b), (c), (d) or (e) stated above, we shall provide insurance benefits within one of the following periods from the date when we receive the completed invoice but including the said date. We shall notify the Insured or the person who has a right to claim insurance proceeds against us the circumstance which needed to be investigated and the projected completion date. In the event several cases apply, the maximum amount of days shall be adopted.</p> <p>(a) Referral to police, prosecutor, fire authority and any other public organizations in order to verify (a), (b), (c) and (d) in the preceding paragraph. Including referrals based on Lawyers Act and on any other laws. 180 days</p> <p>(b) Referral to medical agency, inspection institute and any other specialized agencies in order to verify (a), (b), (c) and (d) in the preceding paragraph. 90 days</p> <p>(c) Referral to medical agency or specialized agency in order to verify the content and the degree of residual disability stated in the preceding paragraph (c). 120 days</p> <p>(d) Surveillance of disaster-stricken region where Disaster Relief Act is applied in order to verify (a), (b), (c) (d) and (e) in the preceding paragraph. 60 days</p> <p>(e) Investigation of (a), (b), (c), (d) and (e) in the preceding paragraph outside Japan when no other alternative measures exist within Japan. 180 days</p> <p>(f) In addition to the provision of (a), (b), (c), (d) and (e) stated above, we shall require number of days in order to verify (a), (b), (c) and (d) in the preceding paragraph, in the event the cause of the occurrence, the details of the loss and/or the relationship between the occurrence and damage/claim are unique or a great number of claims of damage occur by a single occurrence/cause. 180 days</p> <p>(3) We shall extend the period of investigation stated In the preceding paragraph by mutual agreement with the Insured or the person who has a right to claim insurance proceeds against us in the event it becomes apparent that insurance benefits shall not be provided within the period stated in the preceding paragraph.</p> | <p>(a) 保険金の支払事由発生の有無の確認に必要な事項として、事故の原因、事故発生の状況、損害発生の有無および被保険者に該当する事実</p> <p>(b) 保険金が支払われない事由の有無の確認に必要な事項として、保険金が支払われない事由としてこの保険契約において定める事由に該当する事実の有無</p> <p>(c) 保険金を算出するための確認に必要な事項として、損害額、事故と損害との関係ならびに治療の経過および内容</p> <p>(d) 保険契約の効力の有無の確認に必要な事項として、この保険契約において定める解除、無効、失効または取消の事由に該当する事実の有無</p> <p>(e) (a)から(d)までのほか、他の保険契約等の有無および内容、損害について被保険者が有する損害賠償請求権その他の債権および既に取得したものの有無および内容等、当社が支払うべき保険金の額を確定するために確認が必要な事項</p> <p>(2) (1)の確認をするため、次に掲げる特別な照会または調査が不可欠な場合には、(1)の規定にかかわらず、当社は、請求完了日からその日を含めて次表「期間」に掲げる日数を経過する日までに、保険金を支払います。この場合において、当社は、確認が必要な事項およびその確認を終えるべき時期を被保険者に対して通知するものとします。</p> <p>(a) (1)(a)から(d)までの事項を確認するための、警察、検察、消防その他の公の機関による捜査・調査結果の照会の場合は、180日</p> <p>(b) (1)(a)から(d)までの事項を確認するための、医療機関、検査機関その他の専門機関による診断、鑑定等の結果の照会の場合は、90日</p> <p>(c) (1)(c)の事項のうち、後遺障害の内容およびその程度を確認するための、医療機関による診断、後遺障害の認定に係る専門機関による審査等の結果の照会の場合は、120日</p> <p>(d) 災害救助法（昭和22年法律第118号）が適用された災害の被災地域における(1)(a)から(e)までの事項の確認のための調査の場合は、60日</p> <p>(e) (1)(a)から(e)までの事項の確認を日本国内において行うための代替的な手段がない場合の日本国外における調査の場合は、180日</p> <p>(f) 上記(a)から(e)に加え、事故の原因、損害の内容もしくは事故と損害との因果関係が過去の事例に鑑みて特殊な場合または同一の事故もしくは原因により多数の損害賠償請求がなされた場合において、(1)(a)から(d)までの事項を確認するための、専門機関による鑑定等の結果の照会の場合は、180日</p> <p>(3) (2)(a)から(f)までに掲げる特別な照会または調査を開始した後、(2)(a)から(f)までに掲げる期間中に保険金を支払う見込みがないことが明らかになった場合には、当社は、(2)(a)から(f)までに掲げる期間内に被保険者もしくは保険金請求権を有する者との協議による合意に基づきその期間を延長することができます。</p> |

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| <p>(4) In the event you or the Insured prevent us from carrying out such an investigation or does not accept such an investigation without any good reason, we shall not be responsible for the period when the provision of insurance benefits is delayed as a result of such an act of prevention or none acceptance stated in the preceding paragraphs (1), (2) and (3) above.</p> | <p>(4) (1)から(3)までに掲げる必要な事項の確認に際し、保険契約者または被保険者が正当な理由がなくその確認を妨げ、またはこれに応じなかった場合には、それによって確認が遅延した期間については、(1)から(3)までの期間に算入しないものとします。</p> |
| <p style="text-align: right;">【 8 T 】</p> <p style="text-align: center;"><u>SANCTION LIMITATION AND EXCLUSION</u></p> <p>This endorsement modifies insurance provided under the following:</p> <p>COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART</p> <p>No Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolution or the trade or economic sanction, law or regulations of Japan, European Union, United Kingdom or United States of America.</p> | <p style="text-align: right;">【 8 T 】</p> <p style="text-align: center;"><u>経済制裁に関する特約</u></p> <p>この特約は次の特別約款を修正します。</p> <p>総合賠償責任特別約款 生産物特別約款</p> <p>当社は、この保険証券のもとで保険の引受、保険金の支払またはその他の利益の提供を行うことにより、当社が国際連合の決議に基づく制裁、禁止もしくは制限を受けるおそれがあるとき、または欧州連合、日本国、英国もしくはアメリカ合衆国の貿易もしくは経済に関する制裁、法令もしくは規則における制裁、禁止もしくは制限を受けるおそれがあるときは、いかなる場合も、保険の引受、保険金の支払またはその他の利益の提供を行いません。</p> |
| <p style="text-align: right;">【 8 W 】</p> <p style="text-align: center;"><u>EXCLUSION AND LIMITATION</u></p> <p>This endorsement modifies insurance provided under the following:</p> <p>PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART</p> <p>A. EXCLUSION – DAMAGE TO WORK PERFORMED BY SUBCONTRACTORS ON YOUR BEHALF</p> <p>Exclusion 2. i. of Products / Completed Operations Bodily Injury And Property Damage Liability in Section I - Coverages is replaced by the following:</p> <p>2. Exclusions This insurance does not apply to:</p> <p>i. Damage To Your Work "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".</p> | <p style="text-align: right;">【 8 W 】</p> <p style="text-align: center;"><u>免責および限定特約</u></p> <p>この特約は次の特別約款を修正します。</p> <p>生産物特別約款</p> <p>A. 免責条項一 下請負人が貴社の代わりに行った仕事の結果に対する損害</p> <p>第1章一 補償条項 身体障害および物的損害に関する賠償責任の免責条項 2. i. は次の規定に差替えます。</p> <p>2. 免責条項 この保険契約は次の場合には適用されません。</p> <p>i. 貴社による仕事の結果の損害 「仕事の結果」またはその一部に生じた「物的損害」で「生産物・完成作業危険」に含まれるもの。</p> |

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| <p>B. EXCLUSION – NEW ENTITIES</p> <p>Paragraph 3. of Section II -Who Is An Insured does not apply.</p> | <p>A. 免責条項－新設企業</p> <p>第2章被保険者の範囲の第3段落の規定は適用しません。</p> |
| <p style="text-align: right;">【 X X 】</p> <p style="text-align: center;"><u>CO-INSURANCE CLAUSE</u></p> <p>This endorsement modifies insurance provided under the following:</p> <p>COMMERCIAL GENERAL LIABILITY COVERAGE FORM PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE FORM</p> <p>1. This policy is issued by us on behalf of the following companies who, each for themselves and not for the others, are severally and independently liable for their respective subscription shown hereunder.</p> <p>Name of Companies Percentage:</p> <p>2. We will, on behalf of all participating companies undertake following clerical work.</p> <p>a. Acceptance of application form and issuance of the policy.</p> <p>b. Acceptance and return of premium.</p> <p>c. Acceptance of any amendment to the policy.</p> <p>d. Claim survey and payment of claims.</p> <p>e. Any other necessary work associated with the policy.</p> <p>3. Any work listed in above 2., which were undertaken by us, will be deemed to have been undertaken by all companies.</p> <p>4. Any notice given to us by you will be deemed to have been given to all companies.</p> | <p style="text-align: right;">【 X X 】</p> <p style="text-align: center;"><u>共同保険特約</u></p> <p>この特約は次の特別約款を修正します。</p> <p>総合賠償責任特別約款 生産物特別約款</p> <p>1. この保険証券は、下記の共同引受保険会社を代表して当社が発行します。それぞれの引受保険会社は、他の引受保険会社と別個にかつ独立して、それぞれ以下に記載された引受割合に応じた支払責任を負担します。</p> <p>引受保険会社名および引受割合</p> <p>2. 当社は、全ての引受保険会社を代表して次に掲げる事項を行います。</p> <p>a. 保険契約申込書の受領ならびに保険証券等の発行および交付</p> <p>b. 保険料の収納および受領または返還</p> <p>c. 保険契約の内容の変更の承認</p> <p>d. 損害の調査、損害の査定、保険金等の支払</p> <p>e. その他保険契約に関連する必要な事項</p> <p>3. この保険契約に関し当社が行った上記2. に掲げる事項は、全ての引受保険会社がこれを行ったものとみなします。</p> <p>4. この保険契約に関し貴社が当社に対して行った通知は、全ての引受保険会社に対して行われたものとみなします。</p> |