



## **Special Regulation No. 8 Concerning Insurance**

### **Bureau Expo Dubai 2020**

#### **Article 1. Purpose**

Pursuant to Articles 27 and 34 of the General Regulations, this Special Regulation No.8 specifies the necessary conditions and responsibilities concerning insurance to be carried out by Participants and the Organiser in Expo 2020 Dubai.

#### **Article 2. Definitions**

In this Special Regulation No. 8 the following words and phrases shall have the following meanings:

##### ***Deductible***

The amount of an insurance claim payable by the insured as detailed within the respective insurance policies.

##### ***Expo 2020 Dubai***

means the International Registered Exhibition, Expo 2020 Dubai, UAE to be held in Dubai, United Arab Emirates starting on October 20th 2020.

##### ***General Regulations***

means the General Regulations included in Chapter 9 of the Registration Document as approved by the BIE General Assembly.

##### ***Laws and Regulations***

means the Convention of 22nd November 1928 relating to International Exhibitions as amended and supplemented, the General Regulations, the Special Regulations, the relevant laws, regulations and rules of the United Arab Emirates, and any additional instruction or directives issued by the Organiser. The latter shall comply with the General and Special Regulations.





**EXPO 2020 إكسبو 2020**  
دبي، الإمارات العربية المتحدة  
DUBAI, UNITED ARAB EMIRATES

### **Official Participant**

means states and international intergovernmental organisations which have received and accepted an official invitation from the United Arab Emirates government to participate in Expo 2020 Dubai.

### **Organiser**

means Bureau Expo Dubai 2020 established by virtue of Decree No. 30 of 2014 issued on June 25th 2014 to administer the organisation of the Expo 2020 Dubai.

### **Participants**

means those participants referred to in Article 3 of this Special Regulation

### **Special Regulations**

means the Special Regulations listed in Article 34 of the General Regulations.

### **SEE Agreement**

means the agreement between the UAE and the Bureau International des Expositions on privileges and advantages for Official Participants related to the Expo 2020 Dubai.

### **Site**

means the Expo 2020 Dubai designated location where the Participants' plots are located.

### **UAE**

means the United Arab Emirates.

## **Article 3. The Participants**

1. The Participants referred to in this Special Regulation shall be, in accordance with Special Regulation No. 2:
  - 1.1. the Official Participants;
  - 1.2. the Non Official Participants as described below:



**Bureau  
International  
des Expositions**



- 1.2.1. those who have concluded a participation contract for concessionaires with the Organiser for carrying out commercial activities;
  - 1.2.2. those who have concluded a participation contract with the Organiser as exhibitors;
  - 1.2.3. those who have concluded a contract with the Organiser for presenting special events.
  - 1.2.4. those who have concluded a contract with the Organiser concerning immovable or movable property to be used for the Expo 2020 Dubai.
  - 1.2.5. those who have concluded a contract with the Organiser for the construction, assembly and furnishing of buildings, structures, installations and equipment as well as their dismantling and removal.
2. The parties listed below shall also be considered as Participants:
- 2.1.1. those who display their exhibits for and on behalf of those referred to under Item 1.2.1 paragraph 1 of this Article.
  - 2.1.2. those who present entertainment or carry out commercial activities for and on behalf of those referred to under Item 1.2.1 paragraph 1 of this Article;
  - 2.1.3. those who engage in the construction and/ or furnishing, buildings, structures, installations, and equipment for and on behalf of those referred to under Items 1.1 and 1.2.3 paragraph 1 of this Article;
  - 2.1.4. those who have legal rights on the articles and items used for the Expo 2020 Dubai, in addition to those referred to under Items 1.1 and 1.2.3 paragraph 1 of this Article.
3. The Participants mentioned under Items from 1.2.1 to 1.2.5 referred to in paragraph 1 shall guarantee that the Participants mentioned under Items from 2.1.1 to 2.1.4 in paragraph 2 of this article are informed of the requirements of this Special Regulation and that they agree to comply with the requirements thereof through legally binding declarations.





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#### **Article 4. Compliance with Laws and Regulations**

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1. All Participants shall comply with the Laws and Regulations.
2. Supplementary instructions and directives are issued by the Organiser in order to provide additional information on certain subjects and to further specify the rights and obligations of the Participants and the Organiser. These shall comply with the General Regulations and the Special Regulations.

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#### **Article 5. Compulsory and Required Insurance**

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1. The compulsory insurances required by the General Regulations, the Special Regulations of Expo 2020 Dubai and the laws of the UAE are:
  - a. Construction Insurance including Third Party Liability Insurance;
  - b. Property Insurance;
  - c. Marine / Goods In Transit Insurance;
  - d. Operational Public and Product Liability Insurance;
  - e. Motor Vehicle Insurance;
  - f. Workers Compensation and Employers Liability Insurance;
  - g. Medical Insurance for Employees.
2. The minimum requirement for each insurance type listed in this Article shall be decided by the Organiser, and it will be in accordance with the Laws and Regulations.
3. The insurance contracts shall be concluded or evidenced in English language as a minimum and Arabic if requested by the UAE local authorities.
4. Any insurance contracts signed by the Participants should be with financially stable insurance companies. Participants are responsible for interpreting financial stability. All such insurance companies shall be recognised under the Laws and Regulations. The Organiser's interpretation of financial stability is AM Best or Standard and Poor's rating of A- (minimum). Such ratings can be found on the official website of the respective insurance company.





5. In the event the Participant will conduct and/or carry dangerous activities not covered by the insurances listed under point 1 above, the Participants shall at their own cost, procure relevant types of insurances to cover those activities.
6. If a claim is made under any of the insurances required to be maintained by either Party hereunder for which the Participant is responsible, the Participant shall be liable for the full amount of any applicable Deductible.

#### **Article 6. Waiver**

The Organiser and the Participants shall mutually waive, vis-à-vis each other or their personnel in general the right to claim compensation for damages of any kind unless caused by wilful act or gross negligence. Such waivers shall be effective together with the participation contracts, commercial contracts or any other contracts and agreements in relation to Expo 2020 Dubai. The insurances listed under Article 5 Clause 1 and any insurance procured by the Participant or the Organiser under Article 5 Clause 5 shall include a mutual waiver of subrogation against the Organiser.

#### **Article 7. Construction Insurance including Third Party Liability Insurance**

1. The Organiser will arrange Construction All Risks Insurance (excluding contractor plant & equipment, office spaces and other temporary facilities not forming part of the works) and Third Party Liability Insurance (for construction activities) under an Owner Controlled Insurance Programme (OCIP) for all Participants. The OCIP Insurance shall insure the Participants and the Organiser against accidents that may occur during the construction, installation and dismantlement period under its responsibility at the Expo 2020 Site.
2. The sum-insured value for the construction works shall be determined according to the total contract price of the construction works. The third party limit of liability under the Organiser's OCIP Insurance shall be as follows: AED 183,750,000 any one occurrence. The Participant shall bear all costs associated with the administration/settlement of claims, under the Organiser's OCIP Insurance Policy.
3. The OCIP Insurance shall become effective from the date of commencement of the works until the time of delivery of the completed works for construction, installation and dismantlement.





4. The Organiser will arrange for itself and all Participants the OCIP insurance on the most favourable terms. The Participants shall be required to pay the proportionate cost, which will be determined based on the contract value of each Participants' own construction works.
5. Participants may choose to opt out of the Organiser's OCIP, in which case Participants shall obtain construction all risks and third party liability insurances covering their construction, installation, extension and dismantling of works as required. The insurance shall cover both physical loss, destruction and damage to the works. The following applies:
  - 5.1. The sum insured shall be determined according to the total contract price of the construction works. The limit of liability for third party liability insurance is detailed in the insurance guidelines.
  - 5.2. All contractors must have valid and relevant insurance coverage before they can access the Site. Participants must ensure that they have insurance coverage during all construction activities leading up to the Expo 2020 Dubai event and during decommissioning activities after the event.
  - 5.3. The responsibility for the insurance of any works within the Participant's plot is held by the Participant.
  - 5.4. Participants and/or their onsite representatives must, during the construction phase, provide the relevant insurances to the Organiser as described in the insurance guidelines. Participants must ensure that their onsite representatives provide insurance in line with the requirements of the insurance guidelines (at a minimum).
6. If the Participant or its authorized site representative is engaged in any construction design or similar professional services then it must procure and maintain Professional Indemnity coverage for those works as detailed in the insurance guidelines.

## **Article 8. Property Insurance**

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1. Participants shall obtain insurance covering property as follows:





- 1.1 The property insured: buildings and facilities constructed by the Participants including improvements incorporated, equipment, fitting items, exhibited objects, and other items under the responsibility of the Participants on the Site, and the same shall be insured against “all risks”.
- 1.2 The sum insured: the sum insured shall be fixed on the basis of the replacement value of the insured property mentioned herein above and should include an appropriate allowance for debris removal and clearance of the property insured.
- 1.3 The period covered: the period of coverage shall extend from the time of completion and delivery of the insured property to the Participant until the building is removed from the Site, or in the case of rented buildings, until the building is returned to the Organiser.

#### **Article 9. Marine / Goods in Transit Insurance**

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1. Participants shall take out marine / goods in transit insurance on property, including insurance for exhibited items as follows:
  - 1.1. The property insured: equipment, fitting items, exhibited objects, and other items, under the responsibility of the Participants and the same shall be insured against “all risks” whilst in transit from the Participant’s home country or other location to the Site.
  - 1.2. The sum insured: the coverage shall correspond to the replacement value of the objects mentioned above and should include an appropriate allowance for debris removal and clearance of the property insured.
  - 1.3. The period covered: the period of coverage shall commence from the time of loading of the property insured at the Participant’s home country or other location until the time of unloading at the Site.

#### **Article 10. Operational Public and Product Liability Insurance**

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1. The Organiser will arrange an operational public and product liability insurance policy for all Participants. The Public and Product Liability Insurance shall indemnify





the Participants and the Organiser against loss sustained by reason of legal liability due to bodily injury and/or property damage to a third party or other related parties arising out of the ownership, maintenance, or use of the premises and sites of Expo 2020 Dubai or any operations in connection with Expo 2020 Dubai.

2. The limit of liability for each and every accident under the Organiser's operational public and product liability insurance shall be for the amount stated below in Article 10, Clause 3. The Organiser's operational public and product liability insurance will be subject to relevant Deductible(s) as detailed in the insurance guidelines. In addition, the Participant shall bear all costs associated with the administration/settlement of claims, under the Organiser's operational public and product liability insurance policy.
3. The Organiser's operational public and product liability insurance shall become effective from the start of Expo 2020 Dubai, or an earlier date at the discretion of the Organizer, to the date on which the plots, pavilions, or covered exhibition spaces are returned to the Organizer, with a limit of indemnity of not less than AED 275,000,000.
4. The Participants shall be required to pay the proportionate cost, which will be determined on a pro-rata calculation of the area they occupy.

#### **Article 11. Motor Vehicle Insurance**

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Participants will not be allowed to use vehicles that have not been insured in accordance with the United Arab Emirates Insurance Authority, as a minimum. Evidence of the insurance policy must be present in the vehicle at all times.

#### **Article 12. Workers Compensation and Employers Liability Insurance**

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1. Participants must provide workers compensation insurance to cover against work-related accidents that may lead to personal injury, illness, disability, or death





of employees. The Participants shall comply with the requirements of the Laws and Regulations. In addition, Participants must take out employers liability insurance with a minimum limit of liability of AED 1,000,000 per occurrence and in the aggregate.

2. This insurance must be obtained and evidenced for all employees working in the United Arab Emirates.

### **Article 13. Medical Insurance for Employees**

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Participants must obtain and evidence medical insurance for employees in accordance with the Laws and Regulations. Such insurance should include provisions for the repatriation of employees back to their home country.

### **Article 14. Assistance from the Organiser**

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The Participants may apply to the Organiser for assistance when arranging insurance. Such assistance, including the provision of a list of optional insurances, is detailed in the insurance guidelines.

