

# J A C 保障システム英訳

(English Translation for Reference and Convenience Only)

## JAC PROTECTION SYSTEM REGULATIONS

Japan Ad Contents Association  
(JAC)

### 1. Purpose and Scope of JAC Protection System

JAC Protection System (hereinafter called the “Protection System”) is established by JAC to cover the accidents happened during the performance of video production work (hereinafter called the “Production”) conducted by the JAC Members in order to mitigate the burden of its members through the “Indemnification Scheme for Outside-Staff” (Note ①, ② and ③) and “Liability Resulting from Production Work” (see Note ④) therewith.

(Note:)

- ① “Outside-Staff” means Main and Other Performers, production staff and freelance staff other than those regular employees of the JAC Members.
- ② “Main Performers” means indispensable and irreplaceable entertainers, personalities and models who are particularly appointed by the producer of the Production.
- ③ “Other Performers” means the casts other than those described in ②, such as extras.
- ④ “Liability Resulting from Production Work” means the liability the Production companies shall be legally held liable for.

### 2. Types of Insurance

JAC shall take out two (2) types of insurance policies under the Protection System with insurance companies appointed by JAC described in the List attached hereto: Personal Accident insurance (limited to the accidents on duty only) to cover the “Indemnification for Outside-Staff” and Comprehensive General Liability insurance to cover the “Liability Resulting from Production Work”.

### 3. Scope and Limit of Coverage

In respect of the “Indemnification for Outside-Staff”, the personal accident insurance benefits described in the List attached hereto shall be paid for death, physical impediment, or confinement and non-confinement of Outside-Staff under the general conditions of the personal accident insurance described in Section 2.

In respect of the “Liability Resulting from Production Work”, the liability insurance benefits described in the List attached hereto shall be paid for any bodily injury and/or property damages, for which the JAC Members are held liable, under the general conditions of the Comprehensive General Liability insurance described in Section 2.

4. Duty of Notice

In the event an of an accident, the Outside-Staff, and the victims, the injured parties or their family members shall give the JAC Members concerned therewith written notice of the accident without undue delay after the accident, and submit relevant documents requested by such JAC Members.

5. Subrogation of Insurance Claim and Receipt by Regular Members

As for the insurance claim and its receipt of indemnifications for Outside-Staff under the Protection System, the JAC Members concerned shall carry out the insurance claim procedures on behalf of such insured persons (i.e., the Outside-Staff, and the victims, the injured parties or their family members) after the receipt of the notice described in Section 4.

6. Deduction from Insurance Claim Payment

In case the JAC Members have received the insurance claim payment subject to Section 5, the whole amount thereof shall be paid to such insured persons (i.e., the Outside-Staff, and the victims, the injured parties or their family members).

However, in respect of such claim payment, any amount of indemnification or compensation having paid to such insured persons (i.e., the Outside-Staff, and the victims, the injured parties or their family members) by the JAC Members shall be considered as an advance under the Protection System, whereby the same amount shall be deducted from the insurance claim payment above.

7. Agreement to Indemnification for Outside-Staff

The Outside-Staff to receive Indemnification payment under the Protection System are required to agree to these Regulations in advance and submit to JAC “Agreement on Claim and Receipt of Payment & JAC Protection System Regulation” attached hereto to.

8. Handling of Personal Information Contained in Agreement

Any personal information contained in the “Agreement on Claim and Receipt of Payment & JAC Protection System Regulation” shall only be used for the operation of the Protection System, and not for any other purposes. In addition, any personal information which may be contained therein shall only be provided to JAC Members and insurance agents/companies who have insurance contracts with JAC.

9. Retention and Management of Agreement and Personal Information

The secretariat of JAC shall retain and manage the “Agreement on Claim and Receipt of Payment & JAC Protection System Regulation”.

10. Effective Date

These Regulations shall become effective on April 1, 2007.

## JAC Protection system Attached list

(April 1, 2021)

<b>Indemnification Scheme for Outside-Staff</b>	Insured Persons	<ul style="list-style-type: none"> <li>• Production staff and free-lance staff other than those regular employees of the JAC Members</li> <li>• Main and Other Performers</li> </ul>
	Applicable accidents	<ul style="list-style-type: none"> <li>• Accident during picture production business</li> <li>• Accident during commuting to the work</li> </ul>
	Maximum Sum Insured for Loss of Life (Including Physical Impediment Indemnity)	<ul style="list-style-type: none"> <li>• JPY 20 million per person (Main Performers)</li> <li>• JPY 5 million per person (Other Performers)</li> <li>*Worldwide and domestic coverage</li> </ul>
	Assistance of Medical Expense	<ul style="list-style-type: none"> <li>• Confinement Daily Indemnity (Hospitalization) JPY 7.5 thousand per day (365 days limit) (Surgical Operation Indemnity, if applicable)</li> <li>• Non-Confinement Daily Indemnity (Going to hospital) JPY 5 thousand per day (90 days limit)</li> </ul>
	Major Exclusions	<ul style="list-style-type: none"> <li>• Accident incurred off the job,</li> <li>• Sickness, intentional acts, natural disaster, suicide and dangerous photographing</li> <li>• Locally hired staff for overseas location</li> </ul>
<b>Liability Resulting from Production Work</b>	Victim	<ul style="list-style-type: none"> <li>• Production staff and Free staff outside the company of the regular member of JAC</li> <li>• Sponsor and its representative</li> <li>• Any other third parties</li> </ul>
	Applicable accidents	<ul style="list-style-type: none"> <li>• Damages due to bodily injury and property damage caused by negligence of production company side</li> </ul>
	Limit of Liability	<ul style="list-style-type: none"> <li>• JPY 100 million for bodily injury per person JPY 1 billion for bodily injury per occurrence</li> <li>• JPY 20 million for property (owned by general public not involved in filming )damage per occurrence</li> </ul>
	Amount of Solatium	<p>Victim : sponsor or representative of sponsor</p> <ul style="list-style-type: none"> <li>• JPY 1 million / per person for death and physical impediment indemnity</li> <li>• JPY 15,000/day for Confinement (up to 60 days)</li> <li>• JPY 10,000/day for Non-Confinement (up to 30 days)</li> </ul>
	Exclusions	<ul style="list-style-type: none"> <li>• In case the production company side being proved no negligence</li> <li>• Accident outside of Japan</li> <li>• Intentional act and willful conduct and natural disaster</li> <li>• War, riot or labor dispute</li> <li>• Liability caused by drained water, exhaust or noise</li> <li>• Liability caused by ownership, use or management of automobile, aircraft, ship or animal.</li> <li>• Others</li> </ul>

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To: Japan Ad Contents Association & Insurer(s) Appointed

**Agreement on Claim and Receipt of Payment & JAC Protection System Regulation**

I hereby understand and agree with all the terms and conditions of the JAC Protection System Regulations described on the back side, and to allow the regular member of Japan Ad Contents Association (hereinafter called the “JAC Member”) to claim for damages and collect the same under the JAC Protection System Regulations with regard to my Production work.

I also agree that JAC Member is entitled to have access this Agreement in order to confirm the existence of the Agreement.

Date:

Name of Insured:

Address (Print your address clearly):

Name (Print your name clearly):

seal or signature

Date of Birth: [Month] [Day] [Year]

Check the box of your role with : ○					
Role	Producer/ Director	Cameraperson	Lightning Technician	Construction Coordinator	Others
Check Box					

Effective Period of this Agreement:

[Month] [Day], 2000\* through March 31, 200\*

The term of this Agreement shall be automatically annually subject to no objections from any of the above Insured, JAC Members, JAC or the appointed insurance companies.

***NOTE: This is an unofficial English translation of the Japanese original text. In the event of any discrepancy between this translation and the Japanese original Agreement, the latter shall prevail***