

**STANDARD TERMS AND CONDITIONS  
OF TRAVEL CONTRACTS**

**Custom-Ordered Tour Contract**



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**Heartland JAPAN**

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### **Sign ( Registration Form )**

Scope of Activities : Domestic Travel

Registration Number : Japan Tourism Agency Registered Travel Agent (No. 2-7699)

Date of License : December20, 2018

Term of Validity : Devember19, 2028

Name : Liberta Inc. ( Heartland Japan )

Name of Branch : Head Office

Name of Certified General Travel Services Manager : Keijiro Sawano

**The original text was written in Japanese. The English translation has been prepared by JATA. If any discrepancies should arise between the Japanese and English texts, the former shall prevail at all times.**

# **STANDARD TERMS AND CONDITIONS OF TRAVEL CONTRACTS**

## **Custom-Ordered Tour Contract**

### **Chapter I General Provisions**

#### **(Scope of Application)**

##### **Article 1**

A contract for a Custom-Ordered Tour which this company (hereinafter referred to as "the Company") concludes with a Traveler (hereinafter referred to as "Custom-Ordered Tour Contract") shall be subject to the provisions of these General Terms and Conditions. Matters not provided for in these General Terms and Conditions shall be governed by the laws, ordinances, regulations and generally established practice.

2. If the Company has entered into a special agreement in writing without violating the laws, ordinances and regulations and within the scope not unfavorable for the Traveler, that special agreement, notwithstanding the provisions of the preceding Paragraph, shall prevail over the provisions of these General Terms and Conditions.

#### **(Definitions of Terms)**

##### **Article 2**

A "Custom-Ordered Tour" as stated in these General Terms and Conditions means travel for which the Company prepares, at the request of the Traveler, a travel plan in which the destination and itinerary of the travel, the contents of the transportation or accommodation services which the Traveler is entitled to receive, and the amount of the travel fee that the Traveler should pay to the Company are specified, and which the Company operates

according to such plan.

2. As stated in these General Terms and Conditions, "Domestic Travel" means travel only within Japan and "Overseas Travel" means travel other than Domestic Travel.

3. A "Communications Contract" as stated in this part means a Custom-Ordered Tour Contract which the Company concludes with a card member of the credit card company with which the Company is affiliated (hereinafter referred to as "Affiliated Company") by receiving an application by telephone, mail, facsimile, or any other means of communication with which the Traveler agrees in advance to settle the credits or debts for the travel fee, etc., based on the Custom-Ordered Tour Contract which the Company has against the Traveler on or after the date on which such credits or debts should be settled in accordance with the card membership rules of the Affiliated Company separately established, and with which the Traveler pays the travel fee, etc., under the Custom-Ordered Tour Contract in accordance with the methods stipulated in Paragraph 2, Article 12, the latter part of Paragraph 1, Article 16 and Paragraph 2, Article 19.

4. An "Electronic Acceptance Notice" as stated in this part means a notice of acceptance in response to an application for a contract which is sent by, among methods using information communication technology, a method of transmission through a telecommunication line connecting the computer, facsimile machine, telex or telephone (hereinafter referred to as "Computer, Etc.") used by the Company and the Computer, Etc., used by the Traveler.

5. A "Card Use Day" as stated in these General Terms and Conditions means the date on which the Traveler or the Company should pay the travel fee, etc., or settle the refund debts in accordance with the Custom-Ordered Tour Contract.

**(Contents of Travel Contract)**

**Article 3**

Under a Custom-Ordered Tour Contract, the Company undertakes to make arrangements and manage the itinerary so that the Traveler may receive transportation, accommodation, and other services relating to the travel (hereinafter referred to as "Travel Services") provided by transportation, accommodation facilities, etc., in accordance with the itinerary established by the Company.

**(Arrangements Agent)**

**Article 4**

In performing a Custom-Ordered Tour Contract, the Company may have another travel agent, a person handling travel arrangements as a business, or any other auxiliary in or outside Japan perform arrangements in whole or in part as an agent.

**Chapter II Conclusion of Contract**

**(Issue of Plan Document)**

**Article 5**

At the request of the Traveler who intends to apply to the Company for a Custom-Ordered Tour Contract, the Company shall issue a document, prepared in line with the contents of the said request, containing the contents of a plan concerning the itinerary, the contents of Travel Services, the travel fee, and other conditions for the travel (hereinafter referred to as "Plan Document"), except when it is inconvenient for a business reason on the part of the Company.

2. In a Plan Document referred to in the preceding Paragraph, the Company may specify the amount of a handling charge with respect to the plan (hereinafter referred to as "Plan Charge")

as part of the travel fee.

**(Application for Contract)**

**Article 6**

A Traveler who intends to apply to the Company for a Custom-Ordered Tour Contract regarding the contents of the plan mentioned in the Plan Document referred to in Paragraph 1 of the preceding Article must enter the prescribed matters in an application form prescribed by the Company (hereinafter referred to as "Application Form") and submit it to the Company together with the application fee, the amount of which is separately specified by the Company.

2. Notwithstanding the provisions of the preceding Paragraph, a Traveler who intends to apply to the Company for a Communications Contract regarding the contents of the plan mentioned in the Plan Document referred to in Paragraph 1 of the preceding Article must inform the Company of the membership number and other matters.

3. The application fee referred to in Paragraph 1 shall be treated as part of a travel fee (including the Plan Charge the amount of which is specified as part of the travel fee) or a cancellation fee or a penalty.

4. A Traveler who needs special consideration in participating a Custom-Ordered Tour is requested to inform the Company to that effect at the time of application for the Custom-Ordered Tour Contract. Then, the Company will accommodate the requirements to the reasonably practical extent.

5. The cost required for the special measure taken by the Company for the Traveler in

accordance with the information referred to in the preceding Paragraph shall be borne by the Traveler.

**(Refusal of Conclusion of Contract)**

**Article 7**

In any of the following cases, the Company may not agree to conclude a Custom-Ordered Tour Contract:

- (1) If it seems likely the Traveler may give trouble to other Travelers and/or disturb the smooth conduct of group activities;
- (2) If the Company's business situation necessitates it;
- (3) In case of intending to conclude a Communications Contract, if the Traveler is unable to settle his/her debts relating to the travel fee, etc., in whole or in part, in accordance with the card membership rules of the Affiliated Company, for such reasons as the Traveler's credit card being invalid, etc.

**(Time of Entry into Effect of Contract)**

**Article 8**

A Custom-Ordered Tour Contract enters into effect when the Company has agreed to the conclusion of the contract and received the application fee referred to in Paragraph 1, Article 6.

2. Notwithstanding the provisions of the preceding Paragraph, a Communications Contract enters into effect at the time the Company has issued a notice to the effect that the Company agrees to the conclusion of the contract; provided, however, that if an Electronic Acceptance Notice is issued under the contract, the contract enters into effect at the time such notice has

reached the Traveler.

**(Issue of Contract Document)**

**Article 9**

The Company will issue to the Traveler a document mentioning the itinerary, the contents of Travel Services, the travel fee and other conditions for the travel and matters concerning the responsibility of the Company (hereinafter referred to as "Contract Document") promptly after the conclusion of the contract as established in the preceding Article.

2. If the Company has specified the amount of the Plan Charge in the Plan Document referred to in Paragraph 1, Article 5, it will clearly mention the said amount in the Contract Document referred to in the preceding Paragraph.

3. The scope of the Travel Services for which the Company assumes the obligation to make arrangements and manage the itinerary under a Custom-Ordered Tour Contract is according to what is mentioned in the Contract Document referred to in Paragraph 1.

**(Final Document)**

**Article 10**

If it is not possible to mention the finalized itinerary or name of transportation or accommodation facilities in a Contract Document referred to in Paragraph 1 of the preceding Article, after having issued the Contract Document mentioning the names of the accommodation facilities scheduled to be used and specific transportation facilities that are deemed important for considering the travel plan, a document mentioning the final situation of these matters (hereinafter referred to as "Final Document") shall be issued by the date specified in the Contract Document not later than the day preceding the date of



commencement of the travel (or the day of commencement of the travel in case the application for the Custom-Ordered Tour Contract has been made on or after the seventh day prior to the day preceding the date of commencement of the travel).

2. In the case referred to in the preceding Paragraph, if an inquiry has been received from a Traveler who wishes to confirm the arrangements situation, the Company will make a reply in a prompt and appropriate manner even before the issue of the Final Document.

3. If the Final Document referred to in Paragraph 1 has been issued, the scope of Travel Services for which the Company assumes the obligation to make arrangements and manage the itinerary in accordance with the provisions of Paragraph 2 of the preceding Article shall be defined according to what is mentioned in the Final Document.

**(Method of Using Information and Communications Technology)**

**Article 11**

Having obtained the Traveler's agreement in advance, if the Company, in place of the document mentioning the itinerary, the contents of Travel Services, the travel fee and other conditions for the travel and the matters concerning the responsibility of the Company, the Contract Document or the Final Document to be issued to the Traveler in concluding a Custom-Ordered Tour Contract, has provided the matters which should be mentioned in these documents (hereinafter referred to in this Article as "Matters To Be Mentioned") by a method using information and communications technology, it will confirm that the Matters To Be Mentioned have been recorded in the file kept in the communications equipment used by the Traveler.

2. In the case of the preceding Paragraph, if a file to record the Matters To Be Mentioned is

not kept in the communications equipment used by the Traveler, the Matters To Be Mentioned will be recorded in the file kept in the communications equipment used by the Company (which must be made available only to the Traveler concerned) and it will be confirmed that the Traveler has read them.

**(Travel Fee)**

**Article 12**

The Traveler must pay to the Company the travel fee, the amount of which is mentioned in the Contract Document, by the date mentioned in the Contract Document not later than the date of commencement of the travel.

2. If the Company has entered into a Communications Contract, it shall be paid the travel fee, the amount of which is mentioned in the Contract Document, by a card of the Affiliated Company without the Traveler's signature on the prescribed payment slip. Furthermore, the Card Use Day shall be considered to be the day on which the travel contract enters into effect.

**Chapter III Change in Contract**

**(Change in Contract Contents )**

**Article 13**

A Traveler may request the Company to change the itinerary, the contents of Travel Services, or other contents of the Custom-Ordered Tour Contract (hereinafter referred to as "Contract Contents"). In this case, the Company will accommodate the Traveler's request to the reasonably practical extent.

2. If a natural disaster, a war, a riot, the suspension of the provision of Travel Services of

transportation and accommodation facilities, etc., an order of a government or other public offices, the provision of transportation services not scheduled in the original service plan, or any other event in which the Company is unable to intervene has occurred, and if it is unavoidable in order to secure the safe and smooth implementation of the travel, the Company may change the Contract Contents, having explained promptly in advance to the Traveler the reason that the event concerned is one which cannot be intervened in and the causal relation with the event concerned, provided, however, that in case of emergency and if it is unavoidable, such explanation will be given after the change has been made.

**(Change in Amount of Travel Fee)**

**Article 14**

If the fares and charges which are applied for the transportation facilities used in operating a Custom-Ordered Tour (hereinafter in this Article referred to as "Applicable Fares and Charges") is increased or reduced and drastically exceeding the extent normally assumed in comparison with the Applicable Fares and Charges published as effective at the time of specifying it at the issue of the Plan Document for the Custom-Ordered Tour due to a significant change in the economic conditions, etc., the Company may, within the amount increased or reduced, increase or reduce the amount of the travel fee.

2. If the Company decides to increase the travel fee in accordance with the provisions of the preceding Paragraph, it shall inform the Traveler to that effect prior to the 15th day prior to the day preceding the date of commencement of the travel.

3. If the Applicable Fare and Charges as stated in Paragraph 1 are reduced, the Company shall reduce the travel fee by the amount of such reduction as stated in the same Paragraph.

4. If the cost of operating the travel is reduced or increased due to a change in the Contract Contents in accordance with the provisions of the preceding Article (such cost includes the cancellation fee, the penalty, or any other cost which has already been paid or which must be paid in the future in respect of the Travel Services which have not been received due to the change in the Contract Contents) (excluding a case where the increase in the cost has resulted from the occurrence of a shortage of seats, rooms, or any other facilities of the transportation and accommodation facilities, etc., despite the fact that the Travel Services are provided by the transportation and accommodation facilities, etc.), the Company may change the amount of the travel fee within the amount of such reduction or increase at the time of the said change in the Contract Contents.

5. If it is mentioned in the Contract Document to the effect that the travel fee will vary depending on the number of persons using the transportation and accommodation facilities, etc., and if, after the entry into effect of the Custom-Ordered Tour Contract, the number of using persons has changed due to causes not attributable to the Company, the Company may change the amount of the travel fee in accordance with what is mentioned in the Contract Document.

**(Change in Traveler)**

**Article 15**

A Traveler who has concluded a Custom-Ordered Tour Contract may transfer his/her status under the Contract to a third party with the approval of the Company.

2. If a Traveler intends to seek the approval of the Company as stated in the preceding Paragraph, he/she must enter the required matters in a form prescribed by the Company and submit it to the Company together with the required amount of fee.

3. Transfer of the status under the Contract referred to in Paragraph 1 shall take effect at the time when the approval of the Company has been given and, thereafter, the third party who has taken over the status under the Contract shall succeed to all the Traveler's rights and obligations in connection with the Custom-Ordered Tour Contract concerned.

## **Chapter IV Cancellation of Contract**

### **(Right of Cancellation of Traveler)**

#### **Article 16**

A Traveler may cancel a Custom-Ordered Tour Contract at any time on payment to the Company of the cancellation fee specified in Schedule I. In case of canceling a Communications Contract, the Company shall be paid the cancellation fee by a card of the Affiliated Company without the signature of the Traveler to the prescribed payment slip.

2. Notwithstanding the provisions of the preceding Paragraph, a Traveler may cancel a Custom-Ordered Tour Contract before the commencement of the travel without payment of the cancellation fee in any of the following cases:

- (1) If the Contract Contents have been changed by the Company, provided, however, this is applicable only when the change is one mentioned in the left section of Schedule II or any other important one;
- (2) If the travel fee has been increased in accordance with the provisions of Paragraph 2, Article 14;
- (3) If a natural disaster, a war, a riot, the suspension of the provision of Travel Services of transportation and accommodation facilities, etc., an order of a government or other public offices or any other event has occurred and the safe and smooth operation of the travel has

become impossible or there is a very large possibility of such impossibility arising;

(4) If the Company has failed to issue to the Traveler the Final Document by the date referred to in Paragraph 1, Article 10;

(5) If it has become impossible to operate the travel in accordance with the itinerary mentioned in the Contract Document due to causes attributable to the Company;

3. If, after the commencement of the travel, a Traveler has become unable to receive the Travel Services mentioned in the Contract Document due to causes not attributable to the Traveler, or if the Company has informed him/her to that effect, he/she may, notwithstanding the provisions of Paragraph 1, cancel that part of the contract for which he/she has become unable to receive the Travel Services, without payment of the cancellation fee.

4. In the case referred to in the preceding Paragraph, the Company shall refund to the Traveler, out of the travel fee, the amount for that part of the Travel Services which he/she has become unable to receive, provided, however, that if the case referred to in the preceding Paragraph is due to causes not attributable to the Company, the Company will refund to the Traveler the said amount less the amount of the cancellation fee, the penalty, and any other cost which have already been paid or must be paid in the future in respect of the Travel Services concerned.

**(Right of Cancellation, Etc., of the Company---Cancellation before Commencement of Travel)**

**Article 17**

The Company may cancel a Custom-Ordered Tour Contract before the commencement of the travel explaining the reason to the Traveler, in any of the following cases:

(1) If it is considered that the Traveler is not fit for the travel concerned for reasons of illness,

absence of a required assistant or other reasons;

- (2) If it is considered that the Traveler may give trouble to other Travelers or disturb the smooth conduct of the group travel;
- (3) If the Traveler has demanded a burden exceeding the reasonable extent in connection with the Contract Contents;
- (4) If there is a great possibility that the conditions for the operation of the travel, such as the required amount of snowfall in case of a travel for the purpose of skiing, which have been specified at the time of concluding the contract, will not be fulfilled;
- (5) If a natural disaster, a war, a riot, the suspension of the provision of Travel Services of transportation and accommodation facilities, etc., an order of a government or other public offices, or any other event in which the Company is unable to intervene has occurred, and the safe and smooth operation of the travel in accordance with the itinerary mentioned in the Contract Document has become impossible or there is a very large possibility of such impossibility arising;
- (6) If, in a case where a Communications Contract has been concluded, the Traveler has become unable to settle his/her debts relating to the travel fee, etc., in whole or in part, in accordance with the card membership rules of the Affiliated Company, for such reasons as the Traveler's credit card being invalid, etc.

2. If a Traveler has not paid the travel fee by the date mentioned in the Contract Document as stated in Paragraph 1, Article 12, it shall be deemed that the Traveler has canceled the Custom-Ordered Tour Contract on the day following that date. In this case, the Traveler must pay to the Company a penalty, the amount of which is equivalent to the cancellation fee specified in Paragraph 1 of the preceding Article.

**(Right of Cancellation of the Company---Cancellation after Commencement of Travel)**

**Article 18**

In any of the following cases, the Company may cancel part of a Custom-Ordered Tour Contract, explaining the reason to the Traveler, even after the commencement of the travel:

- (1) If the Traveler is not fit for the continuance of the travel for a reason of illness, absence of a required assistant or other reasons;
- (2) If the Traveler corrupts the discipline of group activities and disturbs the safe and smooth operation of the travel through violation of the instructions of the Company conveyed by the tour conductor or any other person for the safe and smooth operation of the travel, or through violence or threat, etc., against these persons or other accompanying Travelers;
- (3) If a natural disaster, a war, a riot, the suspension of the provision of Travel Services of transportation and accommodation facilities, etc., an order of a government or other public offices, or any other event in which the Company is unable to intervene has occurred, and it has become impossible to continue the travel.

2. If the Company has canceled a Custom-Ordered Tour Contract in accordance with the provisions of the preceding Paragraph, the contractual relationship between the Company and the Traveler may cease to exist at and after the time of the cancellation. In this case, for the obligations of the Company regarding the Travel Services which have already been received by the Traveler, they shall be deemed as having been validly performed.

3. In the case referred to in the preceding Paragraph, the Company shall refund to the Traveler, out of the travel fee, the amount for that part of the Travel Services which have not yet been received by the Traveler less the amount of the cancellation fee, the penalty, and any other cost which have already been paid or must be paid in the future in respect of the Travel



Services concerned.

**(Refund of Travel Fee)**

**Article 19**

If the travel fee has been reduced in accordance with the provisions of Paragraphs 3 through 5, Article 14 or a Custom-Ordered Tour Contract has been canceled in accordance with the provisions of the preceding three Articles, resulting in an amount which should be refunded to the Traveler, the Company shall refund the said amount to the Traveler within 7 days of the day following the date of the cancellation in case of a refund due to cancellation before the commencement of the travel, or within 30 days of the day following the date of completion of the travel mentioned in the Contract Document in case of a refund due to reduction of the amount or cancellation after the commencement of the travel.

2. In a case where the Company has concluded a Communications Contract with a Traveler, if the travel fee has been reduced in accordance with the provisions of Paragraphs 3 through 5, Article 14 or a Communications Contract has been canceled in accordance with the provisions of the preceding three Articles, resulting in an amount which should be refunded to the Traveler, it shall refund the said amount to the Traveler in accordance with the card membership rules of the Affiliated Company. In this case, the Company shall inform the Traveler of the amount to be refunded within 7 days of the day following the date of the cancellation in case of a refund due to cancellation before the commencement of the travel, or within 30 days of the day following the date of completion of the travel mentioned in the Contract Document in case of a refund due to reduction of the amount or cancellation after the commencement of the travel, and the day on which the Company thus informed the traveler shall be deemed to be the Card Use Day.

3. The provisions of the preceding two Paragraphs do not prevent a Traveler or the Company from exercising the right to seek damages in accordance with the provisions of Article 28 or Paragraph 1, Article 31.

**(Arrangements for Return Trip after Cancellation of Contract)**

**Article 20**

If the Company has canceled a Custom-Ordered Tour Contract after the commencement of the travel in accordance with the provisions of Item 1 or 3, Paragraph 1, Article 18, it will undertake arrangements for the Travel Services necessary for the Traveler's return to the place of departure at the Traveler's request.

2. In a case of the preceding Paragraph, all the cost required for the trip to return to the place of departure must be borne by the Traveler.

**Chapter V Party/Group Contract**

**(Party/Group Contract)**

**Article 21**

The Company applies the provisions of this Chapter with respect to the conclusion of a Custom-Ordered Tour Contract for which more than one Traveler traveling together following the same itinerary has applied after nominating a responsible representative (hereinafter referred to as "Person Responsible for Contract").

**(Person Responsible for Contract)**

**Article 22**

Except in those cases where a special agreement has been concluded, it shall be deemed that

the Person Responsible for Contract has all power of agency for the conclusion of a Custom-Ordered Tour Contract for Travelers constituting the Party/Group concerned (hereinafter referred to as "Member(s)") and the Company will conduct transactions concerning the travel business, as well as the business referred to in Paragraph 1, Article 26, for that Party/Group with the said Person Responsible for Contract.

2. The Person Responsible for Contract must submit a list of Members to the Company by the date prescribed by the Company.

3. The Company shall not bear any responsibility for any debt or obligation which the Person Responsible for Contract now has or is expected to have in the future to a Member.

4. In a case where the Person Responsible for Contract does not accompany the Party/Group during the travel, the Company deems that the Member who has been assigned by the Person Responsible for Contract in advance as Person Responsible for Contract after the commencement of the travel.

### **(Special Provisions for Entry into Force of Contract)**

#### **Article 23**

In concluding a Custom-Ordered Tour Contract with the Person Responsible for Contract, the Company may, notwithstanding the provisions of Paragraph 1, Article 6, agree to the conclusion of a Custom-Ordered Tour Contract without receiving the payment of application fee.

2. If the Company concludes a Custom-Ordered Tour Contract without receiving the payment of application fee in accordance with the provisions of the preceding Paragraph, it shall issue

to the Person Responsible for Contract a document with an entry to that effect, and the Custom-Ordered Tour Contract shall enter into force when the Company has issued the said document.

## **Chapter VI Itinerary Management**

### **(Itinerary Management)**

#### **Article 24**

The Company will make efforts to secure for a Traveler the safe and smooth operation of the travel, and conduct the following businesses for a Traveler unless the Company has concluded a different special agreement with the Traveler:

- (1) If it is considered that there is a possibility that the Traveler will not be able to receive Travel Services during the travel, to take reasonably necessary measures for proper receiving of Travel Services in accordance with the Custom-Ordered Tour Contract;
- (2) If the Contract Contents have to be changed despite the fact that the measures referred to in the preceding Item have been taken, to make arrangements for alternative services. In this case, efforts must be made to minimize the change in the Contract Contents by, inter alia, endeavoring to make the itinerary after the change conform to the purposes of the original itinerary in case the contents of the itinerary are to be changed, and endeavoring to make the Travel Services after the change similar to the original Travel Services in case the contents of the Travel Services are to be changed.

### **(Instructions of the Company)**

#### **Article 25**

A Traveler must follow instructions of the Company for the safe and smooth operation of the

travel when acting in a group during the period between the commencement of the travel and the completion of the travel.

**(Businesses of Tour Conductor, Etc.)**

**Article 26**

The Company may, depending on the contents of the travel, have a tour conductor or other person accompany the travel, and have him/her perform, in whole or in part, the businesses mentioned in Items of Article 24 or any other business which the Company considers necessary incidental to the Custom-Ordered Tour concerned.

2. The period of time during which the tour conductor or other person referred to in the preceding Paragraph engages in the businesses referred to in the said Paragraph is from 8:00 to 20:00 as a rule.

**(Protective Measures)**

**Article 27**

If the Company considers that a Traveler is in need of protection due to illness, injury, etc., during the travel, it may take necessary measures. In this case, if the case is due to causes not attributable to the Company, the cost required for the measures taken shall be borne by the Traveler, and the Traveler must pay the said cost by the date designated by the Company and by the method designated by the Company.

## **Chapter VII Responsibility**

### **(Responsibility of the Company)**

#### **Article 28**

In performing a Custom-Ordered Tour Contract, if the Company, or the person whom the Company has had make arrangements as an agent in accordance with the provisions of Article 4 (hereinafter referred to as "Arrangements Agent"), has caused damage to a Traveler intentionally or by negligence, the Company shall bear the responsibility for compensating for the damage, provided that the Company has been informed within 2 years of the day following the date of occurrence of the damage.

2. If a Traveler has incurred damage due to a natural disaster, a war, a riot, the suspension of the provision of Travel Services of transportation and accommodation facilities, etc., an order of a government or other public offices, or any other event in which the Company or the Company's Arrangements Agent is unable to intervene, the Company shall not be responsible for compensating for the damage except in a case referred to in the preceding Paragraph.

3. Notwithstanding the provisions of Paragraph 1, the Company shall compensate for the damage referred to in the same Paragraph caused to baggage within the limits of 150,000 yen per Traveler (except in a case where the damage has been caused by the Company intentionally or by gross negligence) if the Company has been informed within 14 days in case of Domestic Travel, or within 21 days in case of Overseas Travel, of the day following the date of occurrence of the damage.

**(Special Compensation)**

**Article 29**

Regardless of whether the Company is responsible in accordance with the provisions of Paragraph 1 of the preceding Article or not, it shall pay a compensation and a solatium, the amounts of which are specified in advance, for specific damage which a Traveler has incurred to his/her life, person, or baggage while participating in a Custom-Ordered Tour, in accordance with the provisions of the Special Compensation Rules in a separate document.

2. Of the damages prescribed in the preceding Paragraph, if the Company bears responsibility in accordance with the provisions of Paragraph 1 of the Preceding Article, the compensation referred to in the preceding Paragraph which it should pay shall be deemed to be the compensation for the damage concerned within the limits of the amount of the damage which it should pay based on that responsibility.

3. In a case provided for in the preceding Paragraph, the obligation of the Company to pay a compensation in accordance with the provisions of Paragraph 1 shall be reduced by the amount equivalent to the compensation for the damage which the Company should pay in accordance with the provisions of Paragraph 1 of the preceding Article (including the compensation which is deemed to be the compensation for the damage in accordance with the provisions of the preceding Paragraph).

4. The Custom-Ordered Tour which the Company operates by collecting a separate travel fee for Travelers participating in a Custom-Ordered Tour of the Company shall be treated as part of the contents of the Custom-Ordered Tour Contract.

**(Guarantee of Itinerary)**

**Article 30**

If an important change in Contract Contents mentioned in the left section of Schedule II (excluding a change mentioned in any of the following Items (excluding a change due to the occurrence of a shortage of seats, rooms, or any other facilities of the transportation and accommodation facilities, etc., despite the fact that the Travel Services are provided by the transportation and accommodation facilities, etc.)) has occurred, the Company shall pay a change compensation, the amount of which is equivalent to, or more than, the amount arrived at by multiplying the travel fee by the relevant ratio mentioned in the right section of the same Schedule within 30 days of the day following the date of completion of the travel unless it is clear that the Company will bear the responsibility in accordance with the provisions of Paragraph 1, Article 28 for the change concerned:

(1) Change due to any of the following reasons:

- (a) Natural disaster;
- (b) War;
- (c) Riot;
- (d) Order of a government or other public offices;
- (e) Suspension of the provisions of Travel Services of transportation and accommodation facilities, etc.;
- (f) Provision of transportation services not according to the original service plan;
- (g) Measures necessary for securing the safety of a travel participant's life or person.

(2) If a Custom-Ordered Tour Contract has been changed in accordance with the provisions of Paragraph 1, Article 13, the changed part concerned; if a Custom-Ordered Tour Contract has been canceled in accordance with the provisions of Articles 16 through 18, the change relating to the canceled part concerned.



2. The amount of a change compensation which the Company should pay per Traveler per Custom-Ordered Tour shall not exceed the amount arrived at by multiplying the travel fee by the ratio of 15% or higher specified by the Company. Furthermore, if the amount of the change compensation which should be paid per Traveler per Custom-Ordered Tour is less than 1,000 yen, the Company shall not pay the change compensation.

3. After the Company has paid a change compensation in accordance with the provisions of Paragraph 1, if it has become clear that the Company is liable under the provisions of Paragraph 1, Article 28 for the change concerned, the Traveler must return to the Company the change compensation for the change concerned. In this case, the Company shall pay the balance between the amount of the compensation for the damage which the Company should pay in accordance with the provisions of the said Paragraph and the amount of the change compensation which the Traveler should return.

### **(Responsibility of Traveler)**

#### **Article 31**

If the Company has incurred any damage caused by a Traveler intentionally or by negligence, the Traveler shall compensate the Company for such damage.

2. In concluding a Custom-Ordered Tour Contract, a Traveler must endeavor to understand the rights and obligations of the Traveler, as well as other contents of the Custom-Ordered Tour Contract, making good use of the information supplied by the Company.

3. In order to smoothly receive the Travel Services mentioned in the Contract Document, should a Traveler have realized that Travel Services different from those mentioned in the Contract Document have been provided after the commencement of the travel, he/she must

promptly notify the Company, the Arrangements Agent, or the provider of the Travel Services concerned to that effect at the place of travel.

## **Chapter VIII Business Guarantee Bonds**

### **(For the Company not being a Security Member of an Association of Travel Agents)**

#### **(Business Guarantee Bonds)**

#### **Article 32**

A Traveler or a Member who has concluded a Custom-Ordered Tour Contract with the Company is entitled to receive compensation from the Business Guarantee Bonds deposited by the Company in accordance with the provisions of Paragraph 1, Article 7 of the Travel Agency Law in connection with a claim arising from the said transaction.

2. The name and the location of the Deposit Office with which the Company has deposited Business Guarantee Bonds are as follows:

(1) Name: Japan Association of Travel Agents

(2) Location: Kasumigaseki Building, 3-3-3 Kasumigaseki, Chiyoda-ku, Tokyo

## **Chapter VIII Compensation Security Bonds**

### **(For the Company being a Security Member of an Association of Travel Agents)**

#### **(Compensation Security Bonds)**

#### **Article 32**

The Company is a Security Member of Japan Association of Travel Agents, a corporate juridical person (Kasumigaseki Building, 3-3-3 Kasumigaseki, Chiyoda-ku, Tokyo).

2. A Traveler or a Member who has concluded a Custom-Ordered Tour Contract with the

Company is entitled to receive compensation from the Compensation Security Bonds deposited by Japan Association of Travel Agents referred to in the preceding Paragraph in connection with a claim arising from the said transaction up to 2.2 million yen.

3. Since the Company has deposited its Due Portion of the Compensation Security Bonds with Japan Association of Travel Agents in accordance with the provisions of Paragraph 1, Article 22-10 of the Travel Agency Law, it has not deposited the Business Guarantee Bonds in accordance with Paragraph 1, Article 7 of the said law.

**Schedules**

**Schedule I Cancellation Fee (relating to Paragraph 1, Article 16)**

**(I) Cancellation fee for Domestic Travel**

Classification	Cancellation fee
[1] Custom-Ordered Tour Contract except that which is mentioned in the following Paragraph	
(a) In a case other than the cases mentioned in (b) through (f) (limited to a case where the Company has specified the amount of the Plan Charge in the Contract Document)	Amount equivalent to the Plan Charge
(b) If cancellation is made on or after the 20th day (10th day in case of a one day trip) prior to the day preceding the date of commencement of the travel (excluding the cases mentioned in (c) through (f));	20% or less of the travel fee
(c) If cancellation is made on or after the 7th day prior to the day preceding the date of commencement of the travel (excluding the cases mentioned in (d) through (f));	30% or less of the travel fee
(d) If cancellation is made on the day preceding the date of commencement of the travel	40% or less of the travel fee
(e) If cancellation is made on the date of commencement of the travel (excluding the case mentioned in (f));	50% or less of the travel fee
(f) In case of cancellation after the commencement of the travel or of nonparticipation without communication	100% or less of the travel fee
[2] Custom-Ordered Tour Contract using a chartered ship	According to the provisions concerning the cancellation fee for the ship concerned

Note: The amounts of cancellation fees will be specified in the Contract Document.

## (II) Cancellation fee for Overseas Travel

Classification	Cancellation fee
[1] Custom-Ordered Tour Contract using an aircraft at the time of departure from, or return to, Japan (except travel contract which is mentioned in the following Paragraph)	
(a) In a case other than the cases mentioned in (b) through (d)	Amount equivalent to the Plan Charge
(b) If cancellation is made on or after the 30th day prior to the day preceding the date of commencement of the travel (excluding the cases mentioned in (c) and (d))	20% or less of the travel fee
(c) If cancellation is made on or after the day before the day preceding the date of commencement of the travel (excluding the case mentioned in (d))	50% or less of the travel fee
(d) In case of cancellation after the commencement of the travel or of nonparticipation without communication	100% or less of the travel fee
[2] Custom-Ordered Tour Contract using a chartered aircraft	
(a) In a case other than the cases mentioned in (b) through (e) (limited to a case where the Company has specified the Plan Charge in the Contract Document)	Amount equivalent to the Plan Charge
(b) If cancellation is made on or after the 90th day prior to the day preceding the date of commencement of the travel (excluding the cases mentioned in (c) through (e))	20% or less of the travel fee
(c) If cancellation is made on or after the 30th day prior to the day preceding the date of commencement of the travel (excluding the cases mentioned in (d) and (e))	50% or less of the travel fee
(d) If cancellation is made on or after the 20th day prior to the day preceding the date of commencement of the travel (excluding the case mentioned in (e))	80% or less of the travel fee
(e) In case of cancellation on or after the 3rd day prior to the day preceding the date of commencement of the travel	100% or less of the travel fee
[3] Custom-Ordered Tour Contract using a ship at the time of departure from, or return to, Japan	According to the provisions concerning the cancellation fee for the ship concerned

Note: The amounts of cancellation fees will be specified in the Contract Document.

## Schedule II Change Compensation (relating to Paragraph 1, Article 30)

Change requiring payment of the change compensation	Ratio (%) per case	
	Before the commencement of the travel	After the commencement of the travel
(1) Change in the date of commencement of the travel or the date of completion of the travel mentioned in the Contract Document	1.5	3.0
(2) Change in the sightseeing spots or sightseeing facilities (including restaurants) or other destinations of the travel to be visited mentioned in the Contract Document	1.0	2.0
(3) Change in the class or the facilities of the transportation facilities to those at a lower charge than that mentioned in the Contract Document (limited to a case where the total amount of the charges for the class and facilities after the change is lower than the total amount of the charges mentioned in the Contract Document)	1.0	2.0
(4) Change in the kind or the name of the company of the transportation facilities mentioned in the Contract Document	1.0	2.0
(5) Change to a flight using an airport of the point of commencement of the travel or of the point of completion of the travel in Japan different from that mentioned in the Contract Document	1.0	2.0
(6) Change in the flight between Japan and outside Japan from the direct flight mentioned in the Contract Document to a connecting flight or an indirect flight	1.0	2.0
(7) Change in the kind or the name of the accommodation facilities mentioned in the Contract Document	1.0	2.0
(8) Change in the kind of room, facilities, view, or any other condition of the room of the accommodation facilities mentioned in the Contract Document	1.0	2.0

Note 1: "Before the commencement of the travel" refers to a case where the change concerned has been notified to the Traveler by the day preceding the date of commencement of the travel, and "after the commencement of the travel" to a case where the change concerned has been notified to the Traveler on or after the date of commencement of the travel.

Note 2: If a Final Document has been issued, this Schedule shall be applied by reading "Contract Document" as "Final Document." In this case, if there has arisen any change between the entries in the Contract Document and those in the Final Document or between the entries in the Final Document and the contents of the Travel Services actually provided, each respective change shall be treated as one case of change.

Note 3: If the transportation facilities concerned with a change mentioned in Item 3 or Item 4 are accompanied with the use of accommodation facilities, a change in connection with one night's stay shall be treated as one case of change.

Note 4: The case of the change in the name of the company of the transportation facilities mentioned in

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Item 4 shall not be applicable if such change involves a change to transportation facilities with a higher class or facilities.

Note5: Even if the change mentioned in Item 4, 7 or 8 has occurred more than once for one vehicle, ship, etc., used or for one night's stay, it shall be treated as one case of change.

**Attached Paper**

## **SPECIAL COMPENSATION RULES**



**The original text was written in Japanese. The English translation has been prepared by JATA. If any discrepancies should arise between the Japanese and English texts, the former shall prevail at all times.**

## **Attached Paper**

# **SPECIAL COMPENSATION RULES**

## **Chapter I Payment of Compensation, Etc.**

### **(Company's Liability for Payment)**

#### **Article 1**

If a Traveler participating in an Organized Tour operated by this company (hereinafter referred to as "the Company") has suffered an injury due to a sudden and extraneous accident during such participation (hereinafter referred to as the "Accident"), the Company shall pay to the Traveler or his/her legal heir compensation for death or for an after-effect and a solatium for hospitalization or for a hospital visit (hereinafter referred to as "Compensation, Etc.") in accordance with the provisions of Chapters I through IV.

2. An injury referred to in the preceding Paragraph includes a sudden poisoning symptom caused from accidental and temporary inhalation, absorption, or intake (except a poisoning symptom caused as a result of continuous inhalation, absorption, or intake) of poisonous gas or substance from outside the body. However, bacterial food poisoning is not included.

### **(Definition of Terms)**

#### **Article 2**

An "Organized Tour" as stated in these Special Compensation Rules means that which is provided for in Paragraph 1, Article 2 of the Terms and Conditions of Agent-Organized Tour Contracts and Paragraph 1, Article 2 of the Terms and Conditions of Custom-Ordered Tour Contracts in the Standard Terms and Conditions of Travel Contracts.

2. "During participation in the Organized Tour" as stated in these Special Compensation Rules means the period between the time of commencement of receiving the first provision of the services of transportation/accommodation facilities, etc., specified in the itinerary of the Organized Tour provided based on the tickets, etc., arranged for by the Company in advance for the purpose of the Traveler's participation in the Organized Tour, and the time of completion of receiving the last provision of such services. However, in case the Traveler deviates from the itinerary of the Organized Tour set in advance, if he/she has notified the Company of the intended date and time of deviation and rejoining in advance, the period between the time of deviation and the intended time of rejoining shall be considered to be "During Participation in the Organized Tour". If the Traveler has deviated from the itinerary without notifying the Company of the intended date and time of deviation and rejoining in advance or without intention of rejoining, the period between the time of deviation and the time of rejoining or the period from and after the time of deviation shall not be considered to be "During Participation in the Organized Tour." Moreover, in case a date (according to the standard time of the place of travel concerned) is specified in the itinerary of the Organized Tour on which the Traveler receives no service of the transportation/accommodation facilities, etc., arranged for by the Company and if that matter and the fact that no compensation or solatium shall be paid in accordance with these Special Compensation Rules with respect to the damage incurred by the Traveler due to the Accident occurring on such date are specified in the Contract Document, such date shall not be considered to be "During Participation in the Organized Tour."

3. "Time of Commencement of Receiving the Services" referred to in the preceding Paragraph means any of the times mentioned in the following Items:

(1) If a tour conductor or an employee or an agent of the Company performs reception, the

time of completion of the reception.

(2) In case the reception referred in the preceding Item is not performed, if the first of the transportation/accommodation facilities, etc., is:

(a) an aircraft, the time of completion of the boarding procedure;

(b) a ship, the time of completion of the boarding procedure;

(c) a railroad, the time of completion of ticket examination or, if there is no ticket examination, the time of boarding the train concerned;

(d) a vehicle, the time of getting in the vehicle;

(e) accommodation facilities, the time of entering the facilities;

(f) facilities other than accommodation facilities, the time of completion of the procedure for using the facilities.

4. "Time of Completion of Receiving the Provision of the Services" referred to in Paragraph 2 means any of the times mentioned in the following Items:

(1) If a tour conductor or an employee or an agent of the Company announces breakup of the tour, the time of the announcement.

(2) In case the announcement of breakup of the tour referred to in the preceding Item is not made, if the last of the transportation/accommodation facilities, etc., is:

(a) an aircraft, the time of leaving the airport premises which are accessible only by passengers;

(b) a ship, the time of disembarkation;

(c) a railroad, the time of completion of ticket examination or, if there is no ticket

- examination, the time of getting off the train concerned;
- (d) a vehicle, the time of getting out of the vehicle;
- (e) accommodation facilities, the time of leaving the facilities;
- (f) facilities other than accommodation facilities, the time of leaving the facilities.

## **Chapter II Cases Where Compensation, Etc., Are Not Paid**

### **(Cases Where Compensation, Etc., Are Not Paid---(1))**

#### **Article 3**

The Company shall not pay Compensation, Etc., with respect to an injury occurring due to any of the causes mentioned in the following Items:

- (1) The intention of the Traveler. However, this does not apply to an injury suffered by a person other than the Traveler.
- (2) The intention of the person entitled to receive the compensation for death. However, if such person is entitled to receive part of the compensation for death, this does not apply to the remainder of the compensation which another person is entitled to receive.
- (3) A suicidal, criminal, or combative act by the Traveler. However, this does not apply to an injury suffered by a person other than the Traveler.
- (4) The Accident which occurred while the Traveler was driving an automobile or a motorcycle without having the driving qualifications as provided for by the law or under the influence of alcohol with his/her ability for normal driving being impaired. However, this does not apply to an injury suffered by a person other than the Traveler.

- (5) The Accident which occurred while the Traveler intentionally committed an illegal act or was receiving illegal services. However, this does not apply to an injury suffered by a person other than the Traveler.
- (6) Brain disease, illness or mental derangement of the Traveler. However, this does not apply to an injury suffered by a person other than the Traveler.
- (7) Pregnancy, childbirth, premature delivery, miscarriage, surgical operation or any other medical treatment of the Traveler. However, this does not apply to treatment of an injury for which the Company should compensate.
- (8) The Accident during execution of punishment, detention or imprisonment of the Traveler.
- (9) War, use of force by a foreign country, a revolution, overthrow of government, civil war, or any other similar incident or riot (meaning in these Special Compensation Rules a state which can be considered to be a serious situation from the viewpoint of maintenance of public order with peace significantly disturbed nationwide or in some area due to collective actions by a mob or a large number of people).
- (10) A radioactive, explosive or another harmful characteristic of nuclear fuel substance (including spent fuel; hereinafter the same) or substances contaminated by nuclear fuel substance (including a fission product) or the Accident caused by these properties.
- (11) The Accident concomitant with the causes referred to in the preceding two Items or the Accident resulting from a disorder due to such causes.

(12) Irradiation or radioactive contamination other than those mentioned in (10) above.

2. The Company shall not pay Compensation, Etc., for a cervical syndrome (a so-called whiplash injury) or lumbago without any objective symptoms, regardless of its causes.

**(Cases Where Compensation, Etc., Are Not Paid---(2))**

**Article 4**

In addition to the provisions in the preceding Article, in the case of an Organized Tour intended for a Domestic Travel, the Company shall not pay Compensation, Etc., for an injury suffered due to any of the causes mentioned in the following Items:

(1) An earthquake, an eruption, or a tsunami.

(2) The Accident concomitant with the causes referred to in the preceding Item or the Accident resulting from a disorder due to such causes.

**(Cases Where Compensation, Etc., Are Not Paid---(3))**

**Article 5**

The Company shall not pay Compensation, Etc., for an injury mentioned in any of the following Items unless an act referred to in any of these Items is included in the itinerary of the Organized Tour prepared in advance by the Company. If an act referred to in any of these Items is included in the said itinerary, the Company shall also pay Compensation, Etc., for an injury caused by a similar act, other than that specified in the itinerary, during the Traveler's participation in an Organized Tour.

(1) An injury caused while the Traveler was engaged in any of the activities mentioned in Schedule I.

(2) An injury caused while the Traveler was engaged in a race, a competition, a show (all including practice), or a test run (meaning driving or operation for the purpose of a performance test) with an automobile, a motorcycle, or a motorboat. However, Compensation, Etc., will be paid for an injury caused while engaged in such activities using an automobile or a motorcycle on a road even if they are not included in the itinerary of the Organized Tour.

(3) An injury caused while the Traveler was piloting an aircraft other than one operated by an air freight forwarder on a specified route (regardless of whether it was on a regular flight or on a nonscheduled flight).

### **Chapter III Kinds and Amounts of Payment of Compensation, Etc.**

#### **(Payment of Compensation for Death)**

#### **Article 6**

If a Traveler suffered an injury referred to in Article 1 and died as a direct result of it within 180 days of the date of the Accident, the Company shall pay compensation for death to the legal heir of the Traveler in the amount per Traveler (hereinafter referred to as "Amount of Compensation") of 25,000,000 yen in the case of an Organized Tour intended for Overseas Travel, or 15,000,000 yen in the case of an Organized Tour intended for Domestic Travel. However, if compensation for an aftereffect has already been paid with respect to the Traveler concerned, an amount arrived at by subtracting the amount already paid from the Amount of Compensation shall be paid.



**(Payment of Compensation for an Aftereffect)**

**Article 7**

If a Traveler suffered an injury referred to in Article 1 and an aftereffect (meaning a serious disorder of a function remaining in the body which cannot be recovered in the future or loss of part of the body after the injury constituting the cause was healed; hereinafter the same) was caused as a direct result of it within 180 days of the date of the Accident, the Company shall pay compensation for an aftereffect to the Traveler in the amount per Traveler arrived at by multiplying the Amount of Compensation by the ratio mentioned in the relevant Item of Schedule II.

2. Notwithstanding the provisions of the preceding Paragraph, if the Traveler is still in a state requiring treatment after the 180th day from the date of the Accident, the Company shall pay compensation for an aftereffect after determining the degree of the aftereffect based on the diagnosis of a doctor on the 181st day from the date of the Accident.

3. For an aftereffect not mentioned in any of the Items of Schedule II, the Amount of Compensation for an aftereffect shall be determined regardless of the Traveler's occupation, age, social status, etc., according to the degree of the disorder in the body and in reference to the classification of each Item in Schedule II. However, a compensation for an aftereffect shall not be paid for a disorder not resulting in a functional disorder mentioned in 1. (3), 1. (4), 2. (3), 4. (4) or 5. (2).

4. If more than one kind of aftereffect has been caused due to the same Accident, the Company shall apply the preceding three Paragraphs to each aftereffect, and pay the total amount. However, for an aftereffect on an upper limb (an arm and hand) or a lower limb (a leg and foot) mentioned in 7, 8 or 9 of Schedule II, the compensation for an aftereffect per

limb shall be within the limits of 60% of the Amount of Compensation.

5. The amount of compensation for an aftereffect which the Company should pay in accordance with each of the preceding Paragraphs will be, per Traveler per Organized Tour, within the limits of the relevant Amount of Compensation.

**(Payment of a Solatium for Hospitalization)**

**Article 8**

If a Traveler suffered the injury referred to in Article 1, and, as its direct result, became unable to engage in normal business or to lead a normal life and consequently was admitted to a hospital (meaning, a case requiring treatment by a doctor in which home-care is considered difficult and as a result admitted to a hospital or a clinic to concentrate on the treatment under the doctor's supervision at all times; hereinafter the same applies in this Article), the Company shall pay to the Traveler a solatium for hospitalization for the number of such days (hereinafter referred to as "Number of Days of Hospitalization") in accordance with the following classification:

(1) In case of an Organized Tour intended for Overseas Travel:

(a) In case of the injury for which the Number of Days of Hospitalization is 180 or more:

400,000 yen

(b) In case of the injury for which the Number of Days of Hospitalization is 90 or more

but less than 180: 200,000 yen

(c) In case of the injury for which the Number of Days of Hospitalization is 7 or more but

less than 90: 100,000 yen

(d) In case of the injury for which the Number of Days of Hospitalization is less than 7:

40,000 yen

(2) In case of an Organized Tour intended for Domestic Travel:

(a) In case of the injury for which the Number of Days of Hospitalization is 180 or more:

200,000 yen

(b) In case of the injury for which the Number of Days of Hospitalization is 90 or more

but less than 180: 100,000 yen

(c) In case of the injury for which the Number of Days of Hospitalization is 7 or more but

less than 90: 50,000 yen

(d) In case of the injury for which the Number of Days of Hospitalization is less than 7:

20,000 yen

2. Even if the Traveler is not hospitalized, in case the injury falls under any of the Items of Schedule III, and treatment by a doctor was received, the period during which the Traveler was in such a state shall be considered to be the days of hospitalization for the purposes of the provisions of the preceding Paragraph.

3. If both a solatium for hospitalization and a compensation for death, or both a solatium for hospitalization and a compensation for an aftereffect, should be paid for one Traveler, the Company shall pay the total amount.

#### **(Payment of a Solatium for Hospital Visits)**

#### **Article 9**

If a Traveler suffered an injury referred to in Article 1, and as its direct result, became unable to engage in normal business or to lead a normal life and visited a hospital (meaning, a case requiring treatment by a doctor and visited hospital or a clinic to receive treatment by a doctor (including a home visit by a doctor); hereinafter the same applies in this Article), the Company shall pay to the Traveler a solatium for hospital visits for the number of such days

(hereinafter referred to as "Number of Days of Hospital Visits") in accordance with the following classification if such number of days totaled 3 days or more:

(1) In case of an Organized Tour intended for Overseas Travel:

(a) In case of an injury for which the Number of Days of Hospital Visits is 90 or more:

100,000 yen

(b) In case of an injury for which the Number of Days of Hospital Visits is 7 or more but less than 90: 50,000 yen

(c) In case of an injury for which the Number of Days of Hospital Visits is 3 or more but less than 7: 20,000 yen

(2) In case of an Organized Tour intended for Domestic Travel:

(a) In case of an injury for which the Number of Days of Hospital Visits is 90 or more:

50,000 yen

(b) In case of an injury for which the Number of Days of Hospital Visits is 7 or more but less than 90: 25,000 yen

(c) In case of an injury for which the Number of Days of Hospital Visits is 3 or more but less than 7: 10,000 yen

2. Even if the Traveler did not visit a hospital, in case the Company approved that there arose a significant difficulty for the Traveler in engaging in normal business or leading a normal life because he/she had to wear a plaster cast at all times at a doctor's instruction in order to immobilize the part receiving an injury, such as a fracture, the period during which the Traveler was in such a state shall be considered to be the days of hospital visits for the purposes of the provisions of the preceding Paragraph.

3. The Company shall not pay a solatium for hospital visits for any hospital visit after the injury has healed to the extent that there is no difficulty in engaging in normal business or leading a normal life.

4. In no case shall the Company pay a solatium for hospital visits for any hospital visit after the elapse of 180 days from the date of the Accident.

5. If both a solatium for hospital visits and a compensation for death, or both a solatium for hospital visits and a compensation for an aftereffect, should be paid for one Traveler, the Company shall pay the total amount.

**(Special Provisions Concerning the Payment of a Solatium for Hospitalization and a Solatium for Hospital Visits)**

**Article 10**

Notwithstanding the provisions of the preceding two Articles, if the Number of Days of Hospitalization and the Number of Days of Hospital Visits for one Traveler have each become 1 or more, the Company shall pay only the solatium mentioned in either of the following Items whose amount is the larger (if the amounts are the same, that mentioned in Item (1)):

(1) The solatium for hospitalization which the Company should pay for the Number of Days of Hospitalization concerned;

(2) Assuming that the Number of Days of Hospital Visits concerned (excluding that of the period for which the Company should pay a solatium for hospitalization) and the Number of Days of Hospitalization concerned are added up to constitute the Number of Days of Hospital Visits, the solatium for hospital visits which the Company should pay for the latter number of days.

**(Presumption of Death)**

**Article 11**

If a Traveler is not found after the elapse of 30 days from the date on which the aircraft or the ship which he/she boarded went missing or met with the Accident, he/she will be presumed to have died due to the injury referred to in Article 1 on the date on which the aircraft or the ship went missing or met with the Accident.

**(Effect of Other Physical Disabilities or Diseases)**

**Article 12**

If the injury referred to in Article 1 has become serious due to an effect of the physical disability or the disease already existing when the Traveler suffered that injury, or due to an effect of an injury or a disease which occurred independent of the Accident which had caused the injury referred to in Article 1 after suffering such injury, the amount appropriate for that injury, excluding such effect, shall be determined and paid.

**Chapter IV Occurrence of Accident and Procedures for Claiming Compensation, Etc.**

**(Request for Explanation, etc., Concerning the Degree of Injury, etc.)**

**Article 13**

If a Traveler has suffered the injury referred to in Article 1, the Company may request of him/her or the person entitled to receive a compensation for death an explanation concerning the degree of the injury, the outline of the Accident which caused the injury, etc., or request for a medical examination of the Traveler or for a postmortem examination. In this case, the Traveler or the person who is entitled to receive the compensation for death must comply with such requests.

2. In case the injury referred to in Article 1 was incurred due to a cause in which the Company has no concern, the Traveler or the person entitled to receive a compensation for death must report to the Company the degree of the injury, the outline of the Accident which caused the injury, etc., within 30 days of the date of the Accident.

3. If the Traveler or the person entitled to receive compensation for death has violated the provisions of the preceding two Paragraphs without a good reason with which the Company is satisfied or has failed to tell the truth or given a false statement, in connection with the explanation or the report, the Company shall not pay Compensation, Etc.

**(Claim for Compensation, Etc.)**

#### **Article 14**

If the Traveler or the person entitled to receive compensation for death intends to receive Compensation, Etc., he/she must submit a claim form for Compensation, Etc., prescribed by the Company, as well as the following documents:

(1) In case of claiming compensation for death:

- (a) A copy of the Traveler's family register, as well as a copy of the legal heir's family register and a certificate of his/her seal impression;
- (b) A document certifying the Accident issued by a public body (or by a third party under unavoidable circumstances);
- (c) A death certificate or a postmortem certificate.

(2) In case of claiming compensation for an aftereffect:

- (a) A certificate of the Traveler's seal impression;
- (b) A document certifying the Accident issued by a public body (or by a third party under

unavoidable circumstances);

(c) A doctor's medical certificate certifying the degree of the aftereffect.

(3) In case of claiming a solatium for hospitalization:

(a) A document certifying the Accident issued by a public body (or by a third party under unavoidable circumstances);

(b) A doctor's medical certificate certifying the degree of the injury;

(c) A document of the hospital or clinic mentioning the Number of Days of Hospitalization or the Number of Days of Hospital Visits.

(4) In case of claiming a solatium for hospital visits:

(a) A document certifying the Accident issued by a public body (or by a third party under unavoidable circumstances);

(b) A doctor's medical certificate certifying the degree of the injury;

(c) A document of the hospital or clinic mentioning the Number of Days of Hospitalization or the Number of Days of Hospital Visits.

2. The Company may request submission of a document other than the documents referred to in the preceding Paragraph or omission of some of the documents to be submitted referred to in the preceding Paragraph.

3. If the Traveler or the person entitled to receive compensation for death has violated the provisions of Paragraph 1 or has failed to tell the truth or given a false statement, in connection with any document submitted, the Company shall not pay Compensation, Etc.



**(Subrogation)**

**Article 15**

Even if the Company has paid Compensation, Etc., the Traveler's or his/her heir's right to seek damages from a third party in connection with the injury suffered by the Traveler shall not be transferred to the Company.

**Chapter V Compensation for Damaged Baggage**

**(Payment Liability of the Company)**

**Article 16**

If a Traveler participating in an Organized Tour operated by the Company has incurred damage to his/her personal belongings due to an Accident occurring while he/she was participating in the Organized Tour (hereinafter referred to as "Goods for Compensation"), the Company shall pay compensation for damaged baggage (hereinafter referred to as "Compensation for Damage") in accordance with the provisions of this Chapter.

**(Cases Where a Compensation for Damage Is Not Paid)**

**Article 17**

The Company shall not pay Compensation for Damage with respect to damage resulting from any of the causes mentioned in the following Items:

- (1) The Traveler's intention. However, this does not apply to the damage incurred by a person other than the Traveler.
- (2) Intention of a relative who is in the same household as the Traveler. However, this does not apply to a case if such person had no intention of enabling the Traveler to receive

### Compensation for Damage.

- (3) A suicidal, criminal, or combative act on the part of the Traveler. However, this does not apply to damage incurred by a person other than the Traveler.
- (4) The Accident which occurred while the Traveler was driving an automobile or a motorcycle without having the driving qualifications as provided for by the law, or under the influence of alcohol with his/her ability for normal driving being impaired. However, this does not apply to damage incurred by a person other than the Traveler.
- (5) The Accident which occurred while the Traveler intentionally committed an illegal act or was receiving illegal services. However, this does not apply to damage incurred by a person other than the Traveler.
- (6) Exercise of public authority by the state or a public body including seizure, requisition, confiscation, destruction, etc., except when such action is taken as a measure necessary for firefighting or evacuation.
- (7) A defect in Goods for Compensation, except those defects which the Traveler or the person who takes charge of the Goods for Compensation was unable to detect even with reasonable care.
- (8) Natural wear, rust, mold, change in color, mouse gnawing, worm-eaten, etc., in Goods for Compensation.
- (9) Damage only to external appearance which does not cause any impediment to the functions of the Goods for Compensation.

(10) Leakage of Goods for Compensation. However, this does not apply to the damage caused to other Goods for Compensation by such leakage.

(11) Left or lost Goods for Compensation.

(12) The causes mentioned in Items 9 through 12, Paragraph 1, Article 3.

2. In addition to the provisions of the preceding Paragraph, the Company shall not pay Compensation for Damage resulting from a cause mentioned in any of the following Items in case of an Organized Tour intended for Domestic Travel:

(1) An earthquake, a volcanic eruption or a tsunami.

(2) The Accident occurring due to any of the causes referred to in the preceding Item or the Accident resulting from disruption of order due to such causes.

**(Goods for Compensation and the Scope of Application)**

**Article 18**

Goods for Compensation are limited to the Traveler's personal belongings which he/she carries with him/her during his/her participation in the Organized Tour.

2. Notwithstanding the provisions of the preceding Paragraph, goods mentioned in any of the following Items are not included in Goods for Compensation:

(1) Cash, checks and other valuable papers, revenue stamps, postage stamps and other similar goods.

- (2) Credit cards, coupons, air tickets, passports and other similar goods.
- (3) Manuscripts, blueprints, designs, account books and other similar goods (including those recorded in recording media which can be directly processed using information apparatus, such as magnetic tapes, magnetic disks, CD-ROMs, optical disks, etc. (computers and their peripherals, such as terminal units, etc.)).
- (4) Ships (including yachts, motorboats and boats), automobiles, motorcycles and their accessories.
- (5) Mountaineering equipment, exploration equipment and other similar goods.
- (6) Artificial teeth, artificial limbs, contact lenses and other similar goods.
- (7) Animals and plants.
- (8) Other goods specified by the Company in advance.

**(Amount of Damage and Amount of a Compensation for Damage)**

**Article 19**

The amount of damage which the Company should pay as a Compensation for Damage (hereinafter referred to as "Amount of Damage") shall be determined on the basis of either the value of the Goods for Compensation at the place and time where and when the damage was caused or the total amount of the cost of repair necessary for restoring the Goods for

Compensation to their state immediately before the occurrence of the damage and the cost referred to in Paragraph 3 of the following Article, whichever is lower.

2. If the Amount of Damage for one or a pair of the Goods for Compensation exceeds 100,000 yen, the Company shall apply the provisions of the preceding Paragraph assuming the Amount of Damage to be 100,000 yen.

3. The amount of Compensation for Damage which the Company should pay shall be within the limits of 150,000 yen per Traveler per Organized Tour. However, if the Amount of Damage does not exceed 3,000 yen per Traveler per Accident, the Company shall not pay Compensation for Damage.

**(Prevention of Damage, Etc.)**

**Article 20**

If a Traveler has realized that damage provided for in Article 16 has occurred to Goods for Compensation, he/she must perform the following:

- (1) To endeavor to prevent or reduce the damage.
- (2) To notify the Company without delay the degree of damage, the outline of the Accident which caused the damage, and the existence or otherwise of an insurance policy covering the Goods for Compensation which have incurred damage.
- (3) If the Traveler can be compensated for the damage by another, to follow the procedures necessary for exercising such right.

2. If the Traveler has violated Item (1) of the preceding Paragraph without a good reason, the Company shall assume the Amount of Damage to be the remaining balance obtained by deducting the amount of the cost that might have been prevented or reduced. If the Traveler has violated Item (2) of the same Paragraph, the Company shall not pay any Compensation for Damage. If the Traveler has violated Item (3) of the same Paragraph, the Company shall deem the Amount of Damage to be the remaining balance obtained by deducting the amount that might have been obtained by the Traveler by exercising the right to claim damages.

3. The Company shall pay the following expenses:

(1) Expenses required for preventing or reducing the damage provided for in Item (1), Paragraph 1 which are deemed necessary or useful by the Company.

(2) Expenses required for the procedures provided for in Item (3), Paragraph 1.

**(Claim for a Compensation for Damage)**

**Article 21**

When the Traveler intends to receive Compensation for Damage, he/she must submit to the Company a claim form for Compensation for Damage prescribed by the Company and the documents mentioned in the following Items:

(1) A document certifying the Accident issued by a police station or by an appropriate substitute third party.

(2) A document certifying the degree of the damage to the Goods for Compensation.

(3) Any other document requested by the Company.

2. If the Traveler has violated the provisions of the preceding Paragraph or has intentionally made a false representation in the document submitted, or forged or altered that document (the same applies if the Traveler has caused a third party to do such), the Company shall not pay any Compensation for Damage.

**(In Case of There Being an Insurance Policy)**

**Article 22**

If there is an insurance policy covering the damage referred to in Article 16, the Company may reduce the amount of the Compensation for Damage to be paid to the Traveler.

**(Subrogation)**

**Article 23**

If the Traveler has the right to claim damages against a third party for the damage for which the Company should pay a Compensation for Damage, such right to claim damages shall be transferred to the Company within the limits of the amount of the Compensation for Damage which the Company has already paid to the Traveler.

### **Schedule I (related to Item (1), Article 5)**

Mountaineering (using such mountaineering equipment as ice axes, crampons, climbing ropes, hammers), lugging, bobsledding, skydiving, hang gliding, operating an ultralight power-driven machine (a motorized hang glider, a microlight plane, an ultralight plane, etc.), flying a gyroplane, and other similar dangerous sports

### **Schedule II (related to Paragraphs 1, 3 and 4, Article 7)**

#### 1. Ophthalmic disorder

- (1) Loss of sight in both eyes: 100%
- (2) Loss of sight in one eye: 60%
- (3) Failure of corrected eyesight to be lower than 0.6 in one eye: 5%
- (4) Reduced field of vision (meaning a case where the field of vision has become 60% or less of the total normal range) in one eye: 5%

#### 2. Aural disorder

- (1) Complete loss of hearing in both ears: 80%
- (2) Complete loss of hearing in one ear: 30%
- (3) Inability to hear a normal speaking voice at a distance of 50 cm or more in one ear: 5%

#### 3. Nasal disorder

Significant disorder in nasal functions: 20%

#### 4. Disorder in chewing and speaking

- (1) Complete loss of chewing or speaking functions: 100%
- (2) Significant disorder remaining in chewing or speaking functions: 35%
- (3) Disorder remaining in chewing or speaking functions: 15%



(4) Loss of five or more teeth: 5%

5. Ugliness of outward appearance (of face, head or neck)

(1) Significant ugliness of outward appearance remaining: 15%

(2) Ugliness of outward appearance (e.g. a scar with a diameter of approximately 2 cm on the face or a linear scar with a length of approximately 3 cm) remaining: 3%

6. Spinal disorder

(1) Significant deformity or significant dyskinesia of the spine remaining: 40%

(2) Dyskinesia of the spine remaining: 30%

(3) Deformity of the spine remaining: 15%

7. Disorder in an arm (meaning the wrist joint and the upper part of an arm) or a leg (meaning the ankle and the upper part of a leg)

(1) Loss of an arm or a leg: 60%

(2) Complete loss of the functions of two or three joints of the three main joints in an arm or a leg: 50%

(3) Complete loss of the functions of a joint of the three main joints in an arm or a leg: 35%

(4) Disorder remaining in the functions of an arm or a leg: 5%

8. Disorder in a finger

(1) Loss of the phalangeal joint (interphalangeal joint) and the upper part of a thumb: 20%

(2) Significant disorder remaining in the functions of a thumb: 15%

(3) Loss of the second phalangeal joint (distal interphalangeal joint) and the upper part of a finger other than a thumb: 8%

(4) Significant disorder remaining in the functions of a finger other than a thumb: 5%

9. Disorder in a toe

- (1) Loss of the toe joint (interdigital joint) and the upper part of a big toe: 10%
- (2) Significant disorder remaining in the functions of a big toe: 8%
- (3) Loss of the second toe joint (distal interdigital joint) of a toe other than a big toe : 5%
- (4) Significant disorder remaining in the functions of a toe other than a big toe: 3%

10. Other cases of significant disorders making it impossible to look after oneself: 100%

Note: "Upper part" referred to in the provisions of Items 7, 8 and 9 means a part nearer to the heart than the joint concerned.

**Schedule III (related to Paragraph 2, Article 8)**

- 1. Failure of corrected eyesight to be 0.06 or less in both eyes.
- 2. Loss of chewing or speaking functions.
- 3. Loss of hearing in both ears.
- 4. Loss of the functions of wrist joints and all the upper joints in the upper limbs.
- 5. Loss of the functions of a lower limb.
- 6. Mobility of the body limited mainly to simple movements for living such as eating and washing face due to a disorder in the chest or the stomach.
- 7. Mobility of the body limited mainly to simple movements for living such as eating and washing face due to a neural or mental disorder.
- 8. Mobility of the body limited mainly to simple movements for living such as eating and washing face due to complications, etc., of a disorder in the above-mentioned parts.

Note: "Upper joints" referred to in the provisions of Item 4 means parts nearer to the heart than the joints concerned.