

Travel Agency Terms and Conditions
Section of Package Tour Contract
<https://www.his-j.com/company/yakkan/syusai.htm>
https://www.his-j.com/company/yakkan/syusai_bessi.htm

*This English translation is a reference translation of the Japanese terms and conditions. In the event of any discrepancies between the English version and the Japanese version, the Japanese version shall prevail.

Chapter 1 General Provisions

(Scope of Application)

Article 1 The contract concerning package tour that our company enters into with travelers (hereinafter referred to as 'Package Tour Contract') shall be governed by the provisions of these terms. Matters not stipulated in these terms shall be governed by laws, regulations, or generally established customs.

2 Notwithstanding the provisions of the preceding paragraph, if our company enters into a special agreement in writing that does not violate laws and is not disadvantageous to travelers, such special agreement shall take precedence.

(Definition of Terms)

Article 2 In these terms, 'Package Tour' refers to travel for which our company prepares a plan concerning the destination and itinerary of the trip, the content of transportation or accommodation services that travelers can receive, and the amount of travel fees that travelers should pay to our company, all in advance for the purpose of soliciting travelers and conducting the trip based on such plan.

2 In these terms, 'domestic travel' refers to travel within Japan only, and 'overseas travel' refers to travel other than domestic travel.

3 In this section, 'communication contract' refers to a Package Tour Contract concluded between our company and card members of a credit card company partnered with us (hereinafter referred to as 'partner company') through communication means such as telephone, mail, fax, internet, etc. Our company or a company selling our Package Tour as an agent receives the application. The traveler agrees in advance to settle claims or obligations related to travel fees under the Package Tour Contract that our company has against the traveler according to the card member terms of the partner company, which are separately stipulated after the date such claims or obligations are to be fulfilled, and such Package Tour Contract involves payment of travel fees by the method specified in Article 12, Paragraph 2, the latter part of Article 16, Paragraph 1, and Article 19, Paragraph 2.

4 "In these terms, 'card usage date' refers to the date on which the traveler or our company must fulfill the obligation to pay or refund travel fees under the Package Tour Contract."

(65 Taxi)

Article 2-2 In this Section of Package Tour Contract, '65 Taxi' refers to taxi pass services for elderly persons provided while our company conducts package tour named '65 Taxi'. These services is provided in order to support people aged 65 or over in going to hospital or going shopping. Notwithstanding Article 2, paragraph 1 and 2, 65 Taxi is provided within the area prescribed in Table 3.

2 Notwithstanding Article 2, paragraph 1, 65 Taxi is provided under following conditions:

I The destinations of travel shall be determined by selecting several spots such as family doctor of Travelers (holders of '65 Taxi pass': the same applies to this Article), shopping districts in Travelers' living area, etc.

II The itinerary shall be finalized when Traveler designate time and point for allocating taxi and point of getting off for each usage by the time specified by our company.

III The company which provides service to Traveler shall be one of the companies specified in contract document and finalized when the itinerary is finalized.

IV The amount of travel fee shall be determined on monthly basis considering distance between Traveler's home and destinations, the number of destinations selected, etc.

V Taxi pass services refer to services, by which Travelers may use taxies between their home and destinations prescribed in item I during contract period designated on monthly basis. Such services is provided under time zone and conditions specified by our company.

VI The travelers may ride taxies together with their companion; provided, however, that the travel contract shall apply to relationship between the Traveler and our company.

(Contents of the Travel Contract)

Article 3 In the Package Tour Contract, our company undertakes to arrange and manage the itinerary so that the traveler can receive transportation, accommodation, and other travel-related services (hereinafter referred to as 'travel services') provided by transportation and accommodation agencies, in accordance with the travel itinerary specified by our company.

(Arrangement Agent)

Article 4 In fulfilling the Package Tour Contract, our company may delegate all or part of the arrangements to other travel agents, arrangers, or other assistants, either within Japan or abroad.

Chapter 2 Conclusion of Contract

(Application for Contract)

Article 5 A traveler wishing to apply for a Package Tour Contract with our company must fill out the application form specified by our company (hereinafter referred to as 'application form') with the required information and submit it to our company along with the application fee in the amount separately specified by our company.

2 A traveler wishing to apply for a communication contract with our company, notwithstanding the provisions of the preceding paragraph, must notify our company of the name of the Package Tour they wish to apply for, the travel start date, membership number, and other information (hereinafter referred to as 'membership number, etc.' in the next article).

3 The application fee in Paragraph 1 will be treated as part of the travel fee or the cancellation fee or penalty fee.

4 Travelers who require special consideration when participating in recruitment-type planned travel should notify us at the time of contract application. In such cases, our company will accommodate within the possible scope.

5 The costs required for any special measures taken by our company for the traveler, based on the notification in the preceding paragraph, shall be borne by the traveler.

(Reservation by Telephone, etc.)

Article 6 We accept reservations for Package Tour Contracts via telephone, mail, facsimile, the internet, and other communication means. In this case, the contract is not established at the time of reservation. The traveler must submit an application form and deposit or notify their membership number, etc., to us within the period specified by us, after we notify them of the acceptance of the reservation, in accordance with the provisions of the first or second paragraph of the previous article.

2 When the application form and deposit are submitted, or the membership number, etc., is notified as stipulated in the preceding paragraph, the order of conclusion for the Package Tour Contract will be based on the order of acceptance of the reservation.

3 If the traveler does not submit the deposit or notify the membership number, etc., within the period specified in the first paragraph, we will treat it as if the reservation was not made.

(Refusal of Contract Conclusion)

Article 7 We may refuse to conclude a Package Tour Contract in the following cases.

I When the applicant does not meet the conditions for travelers, such as gender, age, qualifications, skills, and other criteria, that we have specified in advance.

II When the number of applicants reaches the planned number of participants.

III When the traveler is likely to cause inconvenience to other travelers or hinder the smooth execution of group activities.

IV In cases where a communication contract is to be concluded, and the traveler cannot settle part or all of the travel-related debts according to the partner company's card membership terms, such as when the traveler's credit card is invalid.

V When the traveler is recognized as a member of an organized crime group, a quasi-member, an affiliate, a company related to such groups, a corporate racketeer, or any other antisocial force.

VI When the traveler engages in violent demands, unreasonable demands, threatening behavior or violence related to transactions, or any similar acts towards our company.

VII When the traveler spreads rumors, uses deception or force to damage our company's reputation, or interferes with our business operations, or engages in any similar acts.

VII When there are other business-related reasons on our part.

(Time of Contract Formation)

Article 8 The Package Tour Contract is considered to be formed when we accept the conclusion of the contract and receive the application fee specified in Article 5, Paragraph 1.

2 Notwithstanding the provisions of the preceding paragraph, a communication contract is considered to be formed when the notification of our acceptance of the contract's conclusion reaches the traveler.

(Issuance of Contract Document)

Article 9 After the formation of the contract as stipulated in the preceding article, we will promptly issue a document (hereinafter referred to as the "contract document") to the traveler, detailing the travel itinerary, the content of travel services, travel fees, other travel conditions, and matters related to our responsibilities.

2 The scope of travel services that we are obligated to arrange and manage the itinerary for under the Package Tour Contract is as specified in the contract document mentioned in the preceding paragraph.

(Final Document)

Article 10 If the finalized travel itinerary or the names of transportation or accommodation providers cannot be specified in the contract document mentioned in the first paragraph of the preceding article, we will list the names of the planned accommodation providers and significant transportation providers in the contract document. After issuing this contract document, we will provide a document (hereinafter referred to as the "final document") detailing the confirmed arrangements by the date specified in the contract document, which is the day before the travel start date (or the travel start date if the application for the planned group travel contract is made on or after the seventh day before the travel start date).

2 In the case described in the preceding paragraph, if a traveler who wishes to check the status of arrangements makes an inquiry, our company will respond promptly and appropriately, even before the issuance of the final document.

3 When the final document specified in Paragraph 1 is issued, the scope of travel services for which our company is obligated to arrange and manage the itinerary, as stipulated in Article 2 of the preceding article, shall be specified in that final document.

(A method that utilizes information and communication technology)

Article 11 When our company, with the prior consent of the traveler, intends to conclude a package tour contract, and instead of delivering the itinerary, details of travel services, travel fees, other travel conditions, and matters concerning our company's responsibilities (which are to be provided to the traveler in writing, as a contract document or final document), provides these items (hereinafter referred to as "matters to be stated" in this article) using information and communication technology, we will confirm that the matters to be stated have been recorded in a file on the communication device used by the traveler.

2 In the case described in the preceding paragraph, if the communication device used by the traveler does not have a file for recording the matters to be stated, our company will record the matters to be stated in a file prepared on our own communication device (limited exclusively to those intended for use by the traveler), and will confirm that the traveler has viewed the matters to be stated.

(Travel fee)

Article 12 The traveler must pay our company the travel fee specified in the contract document by the date indicated in the contract document, which is before the start date of the trip.

2 When a communication contract is concluded, our company will receive payment of the travel fee specified in the contract document by means of a partner company's card, without requiring the traveler's signature on the designated slip. In addition, the card usage date will be considered the date the travel contract is established.

Chapter 3 Contract modification

(Change of contract details)

Article 13 If circumstances beyond our control arise—such as natural disasters, war, riots, suspension of travel services by transportation or accommodation providers, orders from government authorities, provision of transportation services not based on the original schedule, or other reasons not attributable to our company—and it becomes unavoidable in order to ensure the safe and smooth execution of the trip, our company may change the itinerary, the content of travel services, or other details of the package tour contract (hereinafter referred to as "contract details") after promptly explaining to the traveler in advance the reasons why these circumstances are beyond our control and the causal relationship with the changes. However, in cases of emergency where it is unavoidable, the explanation may be provided after the changes have been made.

(Change in the amount of the travel fee)

Article 14 If the fares and charges (hereinafter referred to as "applicable fares and charges") applied to the transportation services used for the implementation of the package tour are increased or decreased to a degree significantly beyond normal expectations due to major changes in economic conditions, compared to the applicable fares and charges publicly announced as valid at the time the package tour was advertised, our company may increase or decrease the amount of the travel fee within the range of the increase or decrease in those fares and charges.

2 If our company increases the travel fee in accordance with the provisions of the preceding paragraph, we will notify the traveler of this fact no later than fifteen days before the day preceding the start date of

the trip.

3 If the applicable fares and charges specified in Paragraph 1 are reduced, our company will reduce the travel fee by the amount of the reduction, in accordance with the provisions of that paragraph.

4 If, due to changes in the contract details based on the provisions of the preceding article, there is a decrease or increase in the costs required to carry out the trip (including cancellation fees, penalties, and other expenses already paid or to be paid for travel services not provided as a result of such changes), our company may adjust the amount of the travel fee within the scope of such changes at the time the contract details are modified. However, this does not apply in cases where the increase in costs is due to a shortage of seats, rooms, or other facilities at transportation or accommodation providers, even though those providers are offering the travel services.

5 If it is stated in the contract document that the travel fee varies depending on the number of people using transportation or accommodation facilities, and after the package tour contract has been concluded, the number of users changes for reasons not attributable to our company, the amount of the travel fee may be changed in accordance with what is specified in the contract document.

(Substitution of traveler)

Article 15 A traveler who has concluded a package tour contract with our company may, with our company's consent, transfer their contractual position to a third party.

2 When a traveler wishes to obtain our company's consent as specified in the preceding paragraph, they must fill out the prescribed form with the required information and submit it to our company together with the prescribed handling fee.

3 The transfer of the contractual position in Paragraph 1 becomes effective when our company gives its consent, and thereafter, the third party who has received the contractual position will inherit all rights and obligations related to the package tour contract from the original traveler.

Chapter 4 Termination of Contract

(Right of Termination by the Traveler)

Article 16 The traveler may terminate the package tour contract at any time by paying the cancellation fee specified in Table 1 to our company. In the case of terminating a communication contract, our company will receive payment of the cancellation fee by means of a partner company's card, without requiring the traveler's signature on the designated slip.

2 Notwithstanding the preceding paragraph, the traveler may terminate the package tour contract before the start of the trip without paying a cancellation fee in any of the following cases:

I When the contract details are changed by our company, provided that the change is one listed in the upper column of Table 2 or is otherwise significant.

II When the travel fee is increased in accordance with Article 14, Paragraph 1.

III When, due to natural disasters, war, riots, suspension of travel services by transportation or accommodation providers, orders from government authorities, or other reasons, it becomes impossible or highly likely to become impossible to safely and smoothly carry out the trip.

IV When our company fails to deliver the final document to the traveler by the date specified in Article 10, Paragraph 1.

V When, due to reasons attributable to our company, it becomes impossible to carry out the trip according to the itinerary specified in the contract document.

3 After the start of the trip, if the traveler is unable to receive the travel services specified in the contract document for reasons not attributable to the traveler, or if our company notifies the traveler of such, the traveler may terminate the contract for the portion of the travel services that cannot be received, without paying a cancellation fee, notwithstanding the provisions of Paragraph 1.

4 In the case of the preceding paragraph, our company will refund to the traveler the portion of the travel fee corresponding to the travel services that could not be received. However, if the case is not attributable to our company, we will refund the amount after deducting any cancellation fees, penalties, or other expenses already paid or to be paid for the relevant travel services.

(Right of Termination by Our Company, etc. – Termination Before the Start of the Trip)

Article 17 Our company may, after explaining the reasons to the traveler, terminate the package tour contract before the start of the trip in any of the following cases:

I It is found that the traveler does not meet the conditions for participation, such as gender, age, qualifications, skills, or other requirements that our company has clearly specified in advance.

II The traveler is deemed unable to endure the trip due to illness, absence of a necessary assistant, or other reasons.

III The traveler is deemed likely to cause inconvenience to other travelers or to hinder the smooth operation of the group tour.

IV The traveler requests a burden that exceeds a reasonable scope regarding the contract details.

- V The number of travelers does not reach the minimum number required for the tour as specified in the contract document.
- VI It is highly likely that essential conditions for the trip, such as the required amount of snowfall in the case of a ski tour, which were clearly specified at the time of contract, will not be met.
- VII Due to natural disasters, war, riots, suspension of travel services by transportation or accommodation providers, orders from government authorities, or other reasons beyond our company's control, it becomes impossible or highly likely to become impossible to safely and smoothly carry out the trip according to the itinerary specified in the contract document.
- VIII In the case of a communication contract, if the traveler's credit card becomes invalid or the traveler is otherwise unable to settle all or part of the payment for the travel fee, etc., in accordance with the partner company's card membership terms.
- IX It is found that the traveler falls under any of items 5 to 7 of Article 7.
- 2 If the traveler does not pay the travel fee by the date specified in the contract document as per Article 12, Paragraph 1, it will be deemed that the traveler has terminated the package tour contract on the day following that date. In this case, the traveler must pay our company a penalty equivalent to the cancellation fee specified in the preceding article, Paragraph 1.
- 3 If our company intends to terminate the package tour contract for the reason specified in item 5 of Paragraph 1, we will notify the traveler of the cancellation of the trip no later than thirteen days before the day preceding the start date of the trip for domestic tours (three days for day trips), and no later than twenty-three days before the day preceding the start date for overseas tours (thirty-three days for tours starting during peak periods as specified in Table 1).

(Right of Termination by Our Company – Termination After the Start of the Trip)

Article 18 Even after the start of the trip, our company may, after explaining the reasons to the traveler, terminate part of the package tour contract in any of the following cases:

- I The traveler is unable to continue the trip due to illness, absence of a necessary assistant, or other reasons.
- II The traveler disrupts the discipline of group activities and hinders the safe and smooth execution of the trip by disobeying instructions from our company's tour conductor or other personnel necessary for the safe and smooth operation of the trip, or by committing acts of violence or threats against these personnel or other accompanying travelers.
- III It is found that the traveler falls under any of items 5 to 7 of Article 7.
- IV Due to natural disasters, war, riots, suspension of travel services by transportation or accommodation providers, orders from government authorities, or other reasons beyond our company's control, it becomes impossible to continue the trip.
- 2 If our company terminates the package tour contract based on the provisions of the preceding paragraph, the contractual relationship between our company and the traveler will be extinguished only for the future. In this case, our company's obligations regarding travel services already provided to the traveler shall be considered to have been validly fulfilled.
- 3 In the case described above, our company will refund to the traveler the portion of the travel fee corresponding to travel services not yet provided, after deducting any cancellation fees, penalties, or other expenses already paid or to be paid for those travel services.

(Refund of Travel Fee)

Article 19 If the travel fee is reduced in accordance with the provisions of Article 14, Paragraphs 3 to 5, or if the package tour contract is terminated in accordance with any of the preceding three articles, and a refund is due to the traveler, our company will refund the amount to the traveler within seven days from the day following the termination in the case of termination before the start of the trip, or within thirty days from the day following the end date of the trip specified in the contract document in the case of a reduction or termination after the start of the trip.

- 2 If our company has concluded a communication contract with the traveler, and the travel fee is reduced in accordance with the provisions of Article 14, Paragraphs 3 to 5, or the communication contract is terminated in accordance with any of the preceding three articles, and a refund is due to the traveler, our company will refund the amount to the traveler in accordance with the partner company's card membership terms. In this case, our company will notify the traveler of the refund amount within seven days from the day following the termination in the case of termination before the start of the trip, or within thirty days from the day following the end date of the trip specified in the contract document in the case of a reduction or termination after the start of the trip, and the date of this notification will be considered the card usage date.
- 3 The provisions of the preceding two paragraphs do not preclude the traveler or our company from exercising the right to claim damages as provided in Article 27 or Article 30, Paragraph 1.

(Arrangements for Return After Contract Termination)

Article 20 If our company terminates the package tour contract after the

start of the trip in accordance with Article 18, Paragraph 1, Item I or Item IV, we will, upon the traveler's request, arrange the necessary travel services for the traveler to return to the departure point of the trip.

2 In such cases, all expenses required for the return trip to the departure point shall be borne by the traveler.

Chapter 5 Group Contracts

(Group Contracts)

Article 21 For the conclusion of a package tour contract applied for by multiple travelers traveling the same itinerary at the same time, who have designated a responsible representative (hereinafter referred to as the "contract representative"), the provisions of this chapter shall apply.

(Contract Representative)

Article 22 Unless otherwise agreed, our company will consider the contract representative to have full authority to act as an agent for all matters related to the conclusion of the package tour contract for the travelers (hereinafter referred to as "members") comprising the group, and all transactions related to the group tour will be conducted with the contract representative.

- 2 The contract representative must submit a list of members to our company by the date specified by our company.
- 3 Our company assumes no responsibility for any debts or obligations that the contract representative currently owes or is expected to owe to the members.
- 4 If the contract representative does not accompany the group, a member previously designated by the contract representative will be regarded as the contract representative after the start of the trip.

Chapter 6 Itinerary Management

(Itinerary Management)

Article 23 Our company will strive to ensure the safe and smooth execution of the trip and will perform the following duties for the traveler. However, if a special agreement differing from this is made with the traveler, that agreement shall take precedence.

- I If it is recognized that the traveler may not be able to receive travel services during the trip, our company will take necessary measures to ensure that the traveler can receive the travel services as stipulated in the package tour contract.
- II If, despite taking the above measures, it becomes unavoidable to change the contract details, our company will arrange alternative services. In such cases, when changing the itinerary, we will strive to ensure that the revised itinerary aligns with the original intent, and when changing the content of travel services, we will strive to ensure that the revised services are similar to the original ones, making effort to minimize changes to the contract details.

(Instructions from Our Company)

Article 24 During the period from the start to the end of the trip, travelers must follow our company's instructions for group activities to ensure the safe and smooth execution of the trip.

(Duties of Tour Conductors, etc.)

Article 25 Depending on the content of the trip, our company may have a tour conductor or other personnel accompany the group to perform all or part of the duties listed in Article 23 and other duties deemed necessary by our company in connection with the package tour.

- 2 As a general rule, the working hours of the tour conductor or other personnel engaged in the above duties shall be from 8:00 a.m. to 8:00 p.m.

(Protection Measures)

Article 26 If our company determines that a traveler requires protection during the trip due to illness, injury, or similar reasons, we may take necessary measures. In such cases, if the cause is not attributable to our company, the traveler shall bear the costs incurred for these measures and must pay such costs by the date and in the manner specified by our company.

Chapter 7 Liability

(Our Company's Liability)

Article 27 If, in the performance of the package tour contract, our company or an agent (hereinafter referred to as "arrangement agent") appointed by our company under Article 4 causes damage to the traveler intentionally or by negligence, our company shall be liable to compensate for such damage. However, this applies only if the traveler notifies our company within two years from the day following the occurrence of the damage.

- 2 If the traveler suffers damage due to natural disasters, war, riots, suspension of travel services by transportation or accommodation providers, orders from government authorities, or other reasons beyond the control of our company or our arrangement agent, our company shall not be liable for such damage, except as provided in the preceding paragraph.

3 Regarding damage to baggage as described in Paragraph 1, notwithstanding the provisions of that paragraph, our company will compensate up to 150,000 yen per traveler (except in cases of willful misconduct or gross negligence by our company) only if notified within 14 days for domestic travel or 21 days for overseas travel from the day following the occurrence of the damage.

(Special Indemnity)

- Article 28** Regardless of whether our company is liable under Article 27, Paragraph 1, we will pay predetermined compensation and condolence money for certain damages to the life, body, or baggage of travelers participating in the package tour, as specified in the Rules of Special Indemnity.
- 2 If our company is liable under Article 27, Paragraph 1 for the damages described in the preceding paragraph, the compensation paid under the preceding paragraph shall be considered as damages up to the amount to be paid as compensation.
- 3 In the case described in the preceding paragraph, our company's obligation to pay compensation under Paragraph 1 shall be reduced by the amount equivalent to the damages to be paid under Article 27, Paragraph 1 (including compensation considered as damages under the preceding paragraph).
- 4 For package tours conducted by our company for travelers participating in the main package tour, for which a separate travel fee is charged, such tours will be treated as part of the main package tour contract.

(Itinerary Guarantee)

- Article 29** If there is a significant change in the contract details listed in the upper column of Table 2 (excluding changes listed below (however, if such changes are due to shortages of seats, rooms, or other facilities at transportation or accommodation providers despite their provision of services, our company shall pay a change compensation)), our company will pay a change compensation amount calculated by multiplying the travel fee by the rate specified in the lower column of the same table, within 30 days from the day following the end of the trip. However, this does not apply if it is clear that our company is liable under Article 27, Paragraph 1 with respect to such change.
- I Changes due to the following reasons
- A Natural disasters
 - B War
 - C Riots
 - D Orders from government authorities
 - E Suspension of travel services by transportation or accommodation providers
 - F Provision of transportation services not based on the original schedule
 - G Measures necessary to ensure the safety of participants' lives or bodies
 - II Changes to the canceled portion of the contract when the package tour contract is terminated under Articles 16 to 18.
- 2 The amount of change compensation our company will pay shall be limited to an amount calculated by multiplying the travel fee by a rate of 15% or more as determined by our company for one Package Tour Contract per traveler. If the amount is less than 1,000 yen per traveler per package tour, no compensation will be paid.
- 3 If, after paying change compensation under Paragraph 1, it becomes clear that our company is liable for the change under Article 27, Paragraph 1, the traveler must return the change compensation to our company. In this case, our company will pay the balance after offsetting the amount of damages to be paid against the amount of change compensation to be returned.

(Traveler's Responsibility)

- Article 30** If our company suffers damage due to the traveler's willful misconduct or negligence, the traveler must compensate for such damage.
- 2 When concluding a package tour contract, the traveler must make use of the information provided by our company and strive to understand the rights, obligations, and other contents of the package tour contract.
- 3 After the start of the trip, if the traveler recognizes that the travel services provided differ from those described in the contract document, the traveler must promptly notify our company, our arrangement agent, or the travel service provider at the travel destination to ensure smooth receipt of the travel services.

Chapter 8 Compensation Business Security Deposit

(Compensation Business Security Deposit)

- Article 31** Our company is a guarantee member of the Japan Association of Travel Agents (JATA), located at 3-3-3 Kasumigaseki, Chiyoda-ku, Tokyo.
- 2 Travelers or members who have concluded a package tour contract with our company may receive compensation from the compensation business security deposit deposited by JATA up to a total of 350 million yen for claims arising from such transactions.
- 3 Our company pays a share of the compensation business security deposit to JATA in accordance with Article 49, Paragraph 1 of the Travel

Agency Act, so we do not deposit a business security deposit under Article 7, Paragraph 1 of the same law.

Appendix Table 1 Cancellation Fees
1 Cancellation Fees for Domestic Travel
Category: Cancellation Fee

- (I) Package tour contracts other than those specified in the following paragraphs up to Paragraph 5
- A If canceled on or after the 20th day (10th day for day trips) counting backward from the day before the start date of the trip (excluding cases listed in items B to E): Up to 20% of the travel fee
 - B If canceled on or after the 7th day counting backward from the day before the start date of the trip (excluding cases listed in items C to E): Up to 30% of the travel fee
 - C If canceled on the day before the start date of the trip: Up to 40% of the travel fee
 - D If canceled on the day of the start of the trip (excluding cases listed in item E): Up to 50% of the travel fee
 - E If canceled after the start of the trip or in case of no-show without notice: Up to 100% of the travel fee
- (II) A package tour contract that uses airline tickets under the same terms and conditions as those widely offered and sold to consumers by airlines through their websites, and in which the contract document clearly specifies the use of such tickets, the name of the airline, and the conditions (hereinafter referred to as "air ticket cancellation conditions") and amounts for cancellation fees, penalties, refund fees, and other costs required to cancel the air transport contract (hereinafter collectively referred to as "air ticket cancellation fees, etc.") as determined by the airline for those tickets.
- A If canceled after the conclusion of the travel contract (excluding cases listed in items B to F): Up to the amount of the air ticket cancellation fees, etc., as specified in the air ticket cancellation conditions at the time of contract cancellation (hereinafter referred to as "air ticket cancellation fees, etc., at the time of contract cancellation")
 - B If canceled on or after the 20th day (10th day for day trips) counting backward from the day before the start date of the trip (excluding cases listed in items C to F): Up to 20% of the travel fee or the air ticket cancellation fees, etc., at the time of contract cancellation, whichever is greater
 - C If canceled on or after the 7th day counting backward from the day before the start date of the trip (excluding cases listed in items D to F): Up to 30% of the travel fee or the air ticket cancellation fees, etc., at the time of contract cancellation, whichever is greater
 - D If canceled on the day before the start date of the trip: Up to 40% of the travel fee or the air ticket cancellation fees, etc., at the time of contract cancellation, whichever is greater
 - E If canceled on the day of the start of the trip (excluding cases listed in item F): Up to 50% of the travel fee or the air ticket cancellation fees at the time of contract cancellation, whichever is greater
 - F If canceled after the start of the trip or in case of no-show without notice: Up to 100% of the travel fee
- (III) A package tour contract that uses airline tickets set by the airline (where only the total travel fee, including accommodation and other expenses at the destination, can be displayed, and the fare/charges cannot be displayed separately—limited to "individual inclusive tour fares" available for one or more persons), and in which the contract document clearly specifies the use of such tickets, the name of the airline, and the conditions (hereinafter referred to as "air ticket cancellation conditions," which can be checked on the airline's website, etc.) and amounts for cancellation fees, penalties, refund fees, and other costs required to cancel the air transport contract (hereinafter collectively referred to as "air ticket cancellation fees, etc.") as determined by the airline for those tickets.
- A If canceled after the conclusion of the travel contract (excluding cases listed in items B to F): Up to the amount of the air ticket cancellation fees, etc., at the time of contract cancellation
 - B If canceled on or after the 20th day counting backward from the day before the start date of the trip (excluding cases listed in items C to F): Up to 20% of the travel fee or the air ticket cancellation fees, etc., at the time of contract cancellation, whichever is greater
 - C If canceled on or after the 7th day counting backward from the day before the start date of the trip (excluding cases listed in items D to F): Up to 30% of the travel fee or the air ticket cancellation fees, etc., at the time of contract cancellation, whichever is greater
 - D If canceled on the day before the start date of the trip: Up to 40% of the travel fee or the air ticket cancellation fees, etc., at the time of contract cancellation, whichever is greater
 - E If canceled on the day of the start of the trip (excluding cases listed in item F): Up to 50% of the travel fee or the air ticket cancellation fees, etc., at the time of contract cancellation, whichever is greater
 - F If canceled after the start of the trip or in case of no-show without notice: Up to 100% of the travel fee
- (IV) For package tour contracts using chartered ships, the cancellation fee

- regulations for the relevant ship will apply.
- Notes**
- (1) The amount of the cancellation fee will be clearly stated in the contract document.
- (2) For the purposes of this table, "after the start of the trip" refers to the time after "the commencement of the provision of services" as defined in Article 2, Paragraph 3 of the Special Compensation Regulations.
- (3) In the cases of paragraphs (II) and (III), if no air ticket cancellation fees, etc., are incurred by our company to the airline for the relevant air ticket, the air ticket cancellation fee at the time of contract cancellation will be treated as free of charge; if the airline reduces the air ticket cancellation fee, the reduced amount will be treated as the air ticket cancellation fee at the time of contract cancellation.
- (V) For package tour contracts using 65 Taxi:
- A If canceled on or after the 20th day counting backward from the day before the start date of the trip (excluding cases listed in B to D): 1,000 yen
- B If canceled on or after the start date of the trip and before the end date, and the traveler did not participate at all: 1,000 yen
- C If canceled on or after the start date of the trip and before the end date, and the traveler participated at least once: Up to the sum of the amount specified in A and the prorated amount calculated by subtracting the amount specified in A from the travel fee, divided by the number of days from the start date to the cancellation date (using 30 days as one month), rounded down to the nearest 10 yen
- D If canceled after the day following the end date of the trip: 100% of the travel fee

Notes for Paragraph (V)

- (I) "Start date of the trip" refers to the first day of the period during which the traveler is eligible to use the service.
- (II) "End date of the trip" refers to the last day of the period during which the traveler is eligible to use the service.
- (III) "Participation in the trip" refers to the act of the traveler boarding a 65 Taxi during the period in which they are eligible to use the service.

2 Cancellation Fees for Overseas Travel

Category: Cancellation Fee

- (I) Package tour contracts that use an airplane when departing from or returning to Japan, as well as package tour contracts where both the departure and arrival points are outside Japan (excluding the travel contracts listed in the following paragraphs II to IV)
- A If the trip starts during a peak period and is canceled on or after the 40th day counting backward from the day before the start date of the trip (excluding cases listed in items B to D): Up to 10% of the travel fee
- B If canceled on or after the 30th day counting backward from the day before the start date of the trip (excluding cases listed in items C and D): Up to 20% of the travel fee
- C If canceled on or after two days before the start date of the trip (excluding cases listed in item D): Up to 50% of the travel fee
- D If canceled after the start of the trip or in case of no-show without notice: Up to 100% of the travel fee
- (II) For package tour contracts that use airline tickets under the same terms and conditions as those widely offered and sold to consumers by airlines through their websites when departing from or returning to Japan, and where the contract document specifies the use of such tickets, the name of the airline, and the air ticket cancellation conditions and amounts (excluding the travel contracts listed in paragraph IV)
- A If canceled after the conclusion of the travel contract (excluding cases listed in items B to E): Up to the amount of the air ticket cancellation fees, etc., at the time of contract cancellation
- B If the trip starts during a peak period and is canceled on or after the 40th day counting backward from the day before the start date of the trip (excluding cases listed in items C to E): Up to 10% of the travel fee or the air ticket cancellation fees, etc., at the time of contract cancellation, whichever is greater
- C If canceled on or after the 30th day counting backward from the day before the start date of the trip (excluding cases listed in items D and E): Up to 20% of the travel fee or the air ticket cancellation fees, etc., at the time of contract cancellation, whichever is greater
- D If canceled on or after two days before the start date of the trip (excluding cases listed in item E): Up to 50% of the travel fee or the air ticket cancellation fees, etc., at the time of contract cancellation, whichever is greater
- E If canceled after the start of the trip or in case of no-show without notice: Up to 100% of the travel fee
- (III) For package tour contracts using chartered aircraft:
- A If canceled on or after the 90th day counting backward from the day before the start date of the trip (excluding cases listed in items B to D): Up to 20% of the travel fee
- B If canceled on or after the 30th day counting backward from the day

- before the start date of the trip (excluding cases listed in items C and D): Up to 50% of the travel fee
- C If canceled on or after the 20th day counting backward from the day before the start date of the trip (excluding cases listed in item D): Up to 80% of the travel fee
- D If canceled on or after the 3rd day counting backward from the day before the start date of the trip, or in case of no-show without notice: Up to 100% of the travel fee
- (IV) For package tour contracts including a cruise itinerary of 3 nights or more (excluding the travel contracts listed in the next item)
- A If canceled within the period corresponding to the cruise cancellation fee period, with the cruise start date regarded as the trip start date (excluding cases listed in item B)
- 1 If the number of cruise nights is 50% or more of the total number of nights in the package tour (excluding nights spent on airplanes; the same applies to 2): Up to half the cancellation fee rate applicable to the corresponding period for the cruise
- 2 If the number of cruise nights is less than 50% of the total number of nights in the package tour: Up to a quarter of the cancellation fee rate applicable to the corresponding period for the cruise
- B If canceled after the start of the trip or in case of no-show without notice: Up to 100% of the travel fee

- (V) For package tour contracts using ships when departing from or returning to Japan: The cancellation fee regulations for the relevant ship will apply.

Note "Peak period" refers to December 20 to January 7, April 27 to May 6, and July 20 to August 31.

Remarks

- (I) The amount of the cancellation fee will be clearly stated in the contract document.
- (II) For the purposes of this table, "after the start of the trip" refers to the time after "the commencement of the provision of services" as defined in Article 2, Paragraph 3 of the Special Compensation Regulations.
- (III) In the case of paragraph (II), if no air ticket cancellation fees, etc., are incurred by our company to the airline for the relevant air ticket, the air ticket cancellation fee at the time of contract cancellation will be treated as free of charge; if the airline reduces the air ticket cancellation fee, the reduced amount will be treated as the air ticket cancellation fee at the time of contract cancellation.

Appendix Table 2: Change Compensation (Related to Article 29, Paragraph 1)

Changes requiring payment of change compensation	Rate per case (%)	
	Before the trip starts	After the trip starts
1 Change of the trip start date or end date as stated in the contract document	1.5	3.0
2 Change of sightseeing spots or facilities (including restaurants) or other destinations as stated in the contract document	1.0	2.0
3 Change to a lower class or facility of transportation than stated in the contract document (only if the total price of the changed class/facility is less than that stated in the contract document)	1.0	2.0
4 Change of type or company name of transportation as stated in the contract document	1.0	2.0
5 Change of the flight to those whose starting or ending airport of the trip in Japan is different from the airport stated in the contract document.	1.0	2.0
6 Change of a direct flight between Japan and outside Japan as stated in the contract document to a connecting flight or transit flight	1.0	2.0
7 Change of type or name of accommodation as stated in the contract document (except when the new accommodation is of a higher grade than stated in the contract document, if our company has set accommodation grades)	1.0	2.0
8 Change of room type, facilities, view, or other room conditions at the accommodation as stated in the contract document	1.0	2.0

9 Change of any item listed above that was included in the tour title in the contract document	2.5	5.0
--	-----	-----

Note 1
"Before the trip starts" means the traveler is notified of the change by the day before the trip starts; "after the trip starts" means the traveler is notified on or after the trip start date.

Note 2
If a final document has been issued, replace "contract document" with "final document" and apply this table. In this case, if there is a change between the contract document and the final document, or between the final document and the actual travel service provided, each change is treated as one case.

Note 3
If the transportation in items 3 or 4 includes accommodation, each night is treated as one case.

Note 4
For changes in the company name of transportation in item 4, this does not apply if the change is to a higher class or facility.

Note 5
The accommodation grade in item 7 is based on the list in the contract document at the time of contract, or the list available at our company's office or website.

Note 6
If multiple changes in items 4, 7, or 8 occur within a single ride or night, it is treated as one case per ride or night.

Note 7
For changes in item 9, the rates in items 1 to 8 do not apply; only the rate in item 9 applies.

Appendix Table 3: 65 Taxi Service Areas (Related to Article 2-2)
Areas: Sapporo City, Hokkaido; Aomori City, Aomori Prefecture; Sendai City, Miyagi Prefecture

(Approved by the Commissioner of the Japan Tourism Agency on April 27, 2021)

(Submission of Complaints)
If a traveler is unable to resolve a complaint regarding travel services with our company through direct negotiation, they may submit a request for advice on resolution to the following association:

Details
Name: Japan Association of Travel Agents (JATA)
Address: 3-3-3 Kasumigaseki, Chiyoda-ku, Tokyo
Phone: (03) 3592-1266

Exhibit
Rules of Special Indemnity

Chapter 1 - Payment of Indemnity, etc.

(Our Company's liability for Payment)
Article 1 If a traveler participating in our Organized Tour has suffered injuries to his/her body due to a sudden and extraneous accident (hereinafter referred to as the "Accident") while he/she is participating in the said Tour, we will pay to the traveler or his/her statutory heirs indemnity for death and for residual disability as well as a solatium for hospitalization and for hospital visits (hereinafter referred to as the "Indemnity, etc.") in accordance with the provisions contained in this Chapter 1 through Chapter 4.
2 The injuries referred to in the preceding paragraph include symptoms of poisoning which rapidly develop when toxic gases or poisonous materials are inhaled, absorbed or ingested from outside the body accidentally and at once(excluding the symptoms of poisoning which develop as a result of continuous inhalation, absorption or ingestion), but do not include bacterial food poisoning.

(Definition of Terminology)
Article 2 In these Rules of Special Indemnity, "Organized Tour" shall mean those Tours defined in Article 2, paragraph 1 of the "Subscription Type Organized Tour Contract" Part and Tours defined in Article 2, paragraph 1 of the "Order-Taking Type Organized Tour Contract" Part in the Standard General Conditions of Travel Agency Business.
2 In these Rules of Special Indemnity, "While Participating in the Organized Tour" shall mean the period which commences at the time when the traveler starts receiving the services of the first transportation and accommodation facilities, etc. which are specified in the itinerary of the said Organized Tour offered by the tickets, etc. arranged by our Company beforehand with the purpose for the traveler to participate in the Organized Tour and ends at the time when the traveler finishes receiving the services of the last transportation and accommodation facilities, etc. However, if the traveler will leave the route of the Organized Tour specified beforehand and the said traveler has notified us beforehand of the scheduled dates and times that he/she will leave and return, the period of time from which he/she leaves until the time that

he/she returns shall be considered "While Participating in the Organized Tour." On the other hand, if the said traveler leaves the said Organized Tour without notifying our Company in advance of the scheduled dates and times that he/she will leave and return, or the traveler leaves the Organized Tour without planning to return, the period of time from which he/she leaves until the time that he/she returns or the period after he/she leaves shall not be considered "While Participating in the Organized Tour." Furthermore, if the itinerary of the said Organized Tour specifies any date upon which the traveler will not receive any service of transportation and accommodation facilities, etc. arranged by us (according to the standard time of the location that is being toured), and it is clearly described in the Contract Document to that effect, as well as that the indemnity and solatium for the damage suffered by the said traveler on the said date shall not be paid as provided in the Rules of Special Indemnity, the said date shall not be considered "While Participating in the Organized Tour."
3 "The time when the traveler starts receiving the services" in the preceding paragraph shall mean one of the times in the following cases:
a. If our tour escort, our employee, or our Business Agent handles the reception, then at the time that such reception is completed.
b. If the reception in the preceding item will not be performed, then, if the first transportation and accommodation facilities, etc. is
(1) an aircraft, the time of completion of baggage inspections, etc. within the airport where only passengers are allowed to enter;
(2) a vessel, the time when boarding procedures are complete;
(3) a railroad, the time when ticket examination is completed or, where ticket examination is not conducted, the time when the traveler has boarded the relevant train;
(4) a vehicle, the time when the traveler has boarded the vehicle;
(5) an accommodation facility, the time when the traveler has entered such facility; or
(6) a facility other than an accommodation facility, the time when the procedure to use the facility is completed.
4 "The time when the traveler finishes receiving the services" shall mean one of the times in the following cases:
a. If our tour escort, our employee, or our Business Agent announces the dismissal of the Organized Tour, the time when such an announcement has been made.
b. If the announcement of the dismissal as described in the preceding item is not conducted, then, if the last transportation and accommodation facilities, etc. is:
(1) an aircraft, the time when the traveler has exited the airport compound where only passengers are allowed to enter;
(2) a vessel, the time when the traveler has disembarked the vessel;
(3) a railroad, the time when ticket examination is finished or, where ticket examination is not conducted, the time when the traveler has disembarked the relevant train.
(4) a vehicle, the time when the traveler has exited the vehicle;
(5) an accommodation facility, the time when the traveler has exited the relevant facility; or
(6) a facility other than an accommodation facility, the time when the traveler has exited the relevant facility.

(Definitions for 65 Taxi)
Article 2-2 In these Rules of Special Indemnity, "Organized Tour" shall mean those Tours defined in Article 2-2 of the "Section of Package Tour Contract" in our company's Travel Agency Terms and Conditions.
2 In these Rules of Special Indemnity, "While Participating in the Organized Tour" shall mean the period which commences at the time when the traveler starts receiving the 65 Taxi services which are specified in the itinerary of the said Organized Tour from taxi arranged by our Company beforehand with the purpose for the traveler to participate in the Organized Tour and ends at the time when the traveler finishes receiving the last 65 Taxi services. However, the period of time from which the traveler gets off the 65 taxi until the time that the traveler boards next 65 taxi shall not be considered "While Participating in the Organized Tour."
3 "The time when the traveler starts receiving the services" in the preceding paragraph shall mean the time when the traveler has first boarded a taxi specified in the itinerary.
4 "The time when the traveler finishes receiving the services" in paragraph 2 shall mean the time when the traveler has lastly gotten off the taxi specified in the itinerary.

Chapter 2 - Cases where Indemnity, etc. is not Paid

(Cases where Indemnity, etc. is not Paid (1))
Article 3 We will not pay any Indemnity, etc. in cases where the injuries occur from any one of the causes listed below:
a. Willful misconduct of the traveler, except for injuries caused to persons other than the relevant traveler;
b. Willful misconduct of the person who is expected to receive the Indemnity for death, except that, where that person is a recipient of part of the said Indemnity for death, the amount to be received by any other recipient shall be excepted;
c. Suicidal, criminal, or combative acts of the traveler, except for injuries suffered by persons other than the relevant traveler;
d. Accidents caused while the traveler is driving an automobile or

motorized bicycle without having the driving qualification required by the relevant laws or ordinances, or in a state incapable of normal driving such as under the influence of alcohol, except for injuries suffered by persons other than the relevant traveler;

- e. Accidents caused because of the traveler intentionally breaking the law or accidents that occur while the traveler is receiving illegal services, except for damage suffered by persons other than the said traveler;
 - f. Brain disease, illness or insanity of the traveler, except for injuries suffered by persons other than the relevant traveler;
 - g. Pregnancy, childbirth, premature birth, or miscarriage, or surgical operations or other medical procedures of the traveler, except for treatment for injuries for which we are obligated to indemnify;
 - h. Accidents occurring while the traveler is in custody, in jail, or undergoing execution of his/her criminal sentence;
 - i. War, use of force by a foreign power, revolution, coup, civil war, armed rebellion, or other incident or civil commotion similar to these (meaning, in these Special Indemnity Rules, the state of affairs, which is considered a serious situation from the perspective of maintenance of public order, whereby the peace of an entire country or a part thereof is seriously damaged by collective action by a mob or a large number of people);
 - j. Accidents caused by the radioactivity, volatility or other hazardous characteristics or these characteristics of nuclear fuel material (including expended fuel, hereinafter to be interpreted likewise) or any object contaminated by nuclear fuel material (including atomic fission products);
 - k. Ancillary accidents occurring with the events described in the preceding two items or accidents arising from the confusion of social order incidental to them; or
1. Exposure to radiation or radioactive contamination other than as described in item "j" above.
- 2 We will not pay any Indemnity, etc. for cervical syndrome (a so-called "whiplash injury") or lower-back pain without any objective symptoms, regardless of the cause.

(Cases where Indemnity, etc. is not Paid (2))

Article 4 In the case of an Organized Tour for the purpose of a Domestic Trip, in addition to the causes listed in the preceding Article, we will not pay any Indemnity, etc. for injuries occurring from the causes listed in the following items:

- a. an Earthquake, volcanic eruption or tsunami; or
- b. Ancillary accidents occurring with the events described in the preceding item or accidents arising from the confusion of social order incidental to them.

(Cases where Indemnity, etc. is not Paid (3))

Article 5 We will not pay any Indemnity, etc. for the injuries listed in the following items unless any act by the traveler described in each item below is included in the itinerary of the Organized Tour determined by us beforehand. However, if the act described in each item below is included in the said Tour itinerary, we will pay indemnity for injuries suffered due to a similar act while the traveler is participating in the Organized Tour not included in the itinerary:

- a. Injuries occurring while the traveler is engaged in the activities designated in Schedule I;
- b. Injuries occurring while the traveler is engaged in a match, race, show (including training in all cases) or a test run (which means driving or steering with the purpose of a performance test) by driving an automobile or motorized bicycle or steering a motor boat. However, we will pay Indemnity, etc. for the injuries occurring while the traveler is doing these things on the road by using an automobile or motorized bicycle even if they are not included in the itinerary of the Organized Tour; or
- c. Injuries suffered while the traveler is piloting an aircraft other than one flying on a course designated by an air transportation company (regardless of whether or not it is a regular flight).

(Cases where Indemnity, etc. is not Paid (4))

Article 5-2 We may not pay any Indemnity, etc. in the case that the traveler or the person to receive the Indemnity for death has any attribute falling under any of the following items. However, where that person is a recipient of part of the said Indemnity for death, then the amount to be received by any other recipient shall be excepted.

- a. If it is recognized that the traveler falls under the category of a crime syndicate, a gang member, an associate gang member, a company related to a crime syndicate, or any other antisocial forces (hereinafter referred to as "Antisocial Forces");
- b. If it is recognized that the traveler is involved in providing funds, etc. or providing convenience, etc. to Antisocial Forces;
- c. If it is recognized that the traveler unjustly uses Antisocial Forces; or
- d. If it is recognized that the traveler has a socially condemnable relationship with Antisocial Forces.

Chapter 3 - Types of Indemnity, Etc. and Amounts Payable

(Payment of Indemnity for Death)

Article 6 If the traveler has suffered an injury as described in Article 1 and

died as a direct result of that injury within 180 days from the day of the accident, for each traveler, we will pay to the statutory heirs of the traveler indemnity for death in the amount of ¥25 million in the case of an Organized Tour for the purpose of an Overseas Trip and in the amount of ¥15 million in the case of an Organized Tour for the purpose of a Domestic Trip (hereinafter referred to as the "Indemnity Amount"). If, however, the indemnity for residual disability has already been paid to the said traveler, we will pay the balance remaining after deducting such indemnity paid from the Indemnity Amount due.

(Payment of Indemnity for Residual Disability)

Article 7 If the traveler has suffered an injury as described in Article 1 and developed a residual disability as a direct result of that injury within 180 days from the day of the accident (which means serious functional disability or the loss of part of the body which remains in the body and is not recoverable in the future, and where the injury that caused this disability or loss has been healed; hereinafter to be interpreted likewise), for each traveler, we will pay indemnity for residual disability in the amount reached by multiplying the Indemnity Amount by the percentage listed in each item in Schedule II.

2 Notwithstanding the provision of the preceding paragraph, if the traveler is in a condition still requiring treatment even after a lapse of 180 days from the day of the accident, we will pay indemnity for residual disability after identifying the extent of the residual disability based on the diagnosis of a physician as of the 181st day from the day of the accident.

3 As for any residual disability not listed in the respective items in Schedule II, we will determine the payable amount of indemnity for residual disability according to the extent of the physical disability and pursuant to the classification of the respective items in Schedule II, regardless of the occupation, age, social status, etc. of the traveler. However, if the functional disability of the disability is not as serious as those listed in 1 (3), 1 (4), 2 (3), 4 (4), and 5 (2) of Schedule II, we will not pay indemnity for residual disability.

4 If two or more types of residual disability are caused by the same accident, we will pay the total amount of indemnity by applying the preceding three paragraphs to each of those. However, for the residual disability of upper limbs (arms and hands) or lower limbs (legs and feet) as described in 7, 8, and 9 of Schedule II, the maximum amount payable by us for indemnity for residual disability will be limited to 60% of the Indemnity Amount for each limb.

5 To one traveler for each Organized Tour, the maximum amount payable by us for residual disability under each of the preceding paragraphs shall be the amount of the Indemnity Amount.

(Payment of Solatium for Hospitalization)

Article 8 If the traveler has suffered an injury as described in Article 1, and, as a direct result, has become unable to engage in normal work or to lead a normal life, and has been hospitalized (meaning that, treatment by a physician is required, and the patient is hospitalized at a hospital or clinic, because treatment at home, etc. is difficult, to concentrate on treatment under the physician's constant care. Hereinafter to be interpreted likewise in this Article), we will pay a solatium for hospitalization according to the number of days (hereinafter referred to as "Hospitalization Days") hospitalized under the following classification:

- a. In the case of an Organized Tour for the purpose of an Overseas Trip:
 - (1) Where the traveler has suffered injury requiring 180 or more Hospitalization Days: ¥400,000;
 - (2) Where the traveler has suffered injury requiring 90 or more but less than 180 Hospitalization Days: ¥200,000;
 - (3) Where the traveler has suffered injury requiring 7 or more but less than 90 Hospitalization Days: ¥100,000; or
 - (4) Where the traveler has suffered injury requiring less than 7 Hospitalization Days: ¥40,000
- b. In the case of an Organized Tour for the purpose of a Domestic Trip:
 - (1) Where the traveler has suffered injury requiring 180 or more Hospitalization Days: ¥200,000;
 - (2) Where the traveler has suffered injury requiring 90 or more but less than 180 Hospitalization Days: ¥100,000;
 - (3) Where the traveler has suffered injury requiring 7 or more but less than 90 Hospitalization Days: ¥50,000; or
 - (4) Where the traveler has suffered injury requiring less than 7 Hospitalization Days: ¥20,000

2 Even when the traveler is not hospitalized, if any one of the items listed in Schedule III applies to the traveler, and the traveler has received treatment by a physician, the period during which the traveler is under such conditions shall be considered Hospitalization Days when applying the provisions of the preceding paragraph.

3 If we are to pay either a combination of a solatium for hospitalization and indemnity for death or a solatium for hospitalization and indemnity of residual disability for one traveler, we will pay the total amount of either combination.

(Payment of a Solatium for Hospital Visits)

Article 9 If the traveler has suffered an injury as described in Article 1, and, as a direct result, has experienced difficulty in engaging in normal work or leading a normal life, and has needed to visit a hospital (which means that because treatment by a physician is necessary, the patient visits a hospital or clinic to receive treatment by a physician (including house

visits by a physician). Hereinafter to be interpreted likewise in this Article), and the number of days spent for such hospital visits (hereinafter referred to as "Visit Days") is equal to or greater than 3 days, we will pay to the traveler a solatium for hospital visits for the said number of days in accordance with the following classification:

- a. In the case of an Organized Tour for the purpose of an Overseas Trip:
 - (1) Where the traveler has suffered injury requiring 90 or more Visit Days: ¥100,000;
 - (2) Where the traveler has suffered injury requiring 7 or more but less than 90 Visit Days: ¥50,000; or
 - (3) Where the traveler has suffered injury requiring 3 or more but less than 7 Visit Days: ¥20,000.
- b. In the case of an Organized Tour for the purpose of a Domestic Trip:
 - (1) Where the traveler has suffered injury requiring 90 or more Visit Days: ¥50,000;
 - (2) Where the traveler has suffered injury requiring 7 or more but less than 90 Visit Days: ¥25,000; or
 - (3) Where the traveler has suffered injury requiring 3 or more but less than 7 Visit Days: ¥10,000.

2 Even if the traveler does not visit a hospital, when we recognize that the traveler has experienced considerable difficulty in engaging in normal work or leading a normal life because of a plaster cast, etc. being attached continuously to the part of his/her body suffering from an injury, such as a bone fracture, under the instruction of a physician, the period under such conditions shall be considered Visit Days when applying the provisions of the preceding paragraph.

3 We will not pay for a solatium for hospital visits for the traveler to visit a hospital after the injury of the traveler has healed to such an extent to not prevent the traveler from engaging in normal work or leading a normal life.

4 Under no circumstances will we pay a solatium for hospital visits for the traveler to visit a hospital after the lapse of 180 days from the day of the accident.

5 If we are to pay either a combination of a solatium for hospital visits and indemnity for death or a solatium for hospital visits and indemnity for residual disability for one traveler, we will pay the total amount of either combination.

(Special Rules Concerning Payment of a Solatium for Hospitalization and a Solatium for Hospital Visits)

Article 10 Notwithstanding the provisions of the preceding two Articles, if Hospitalization Days and Visit Days are each equal to or greater than one day for a traveler, among the solatium described in each of the following items, we will only pay that with a larger amount (if both amounts are the same, the solatium described in (1)):

- (1) A solatium for hospitalization that we should pay for the number of such Hospitalization Days.
- (2) A solatium for hospital visits that we should pay for the number of days deemed Visit Days calculated by adding the number of such Hospitalization Days to the number of such Visit Days (excluding the days for which we should pay a solatium for hospitalization).

(Presumption of Death)

Article 11 If the traveler is not found even after the lapse of 30 days after the aircraft or vessel which the traveler had boarded has been missing or was subject to a disaster, the traveler will be presumed dead due to the injury as described in Article 1 on the day when the aircraft or vessel was found missing or subject to a disaster.

(Influence of Other Physical Disabilities or Illnesses)

Article 12 If the injury described in Article 1 has become more serious due to the influence of a physical disability or illness which had already existed when the traveler suffered the injury described in Article 1 or due to the influence of an injury or illness which has occurred independent of the accident causing the said injury after the said traveler has suffered the injury described in Article 1, we will determine and pay the amount to be paid without such influences.

Chapter 4 - Occurrence of Accident and Procedures to Request Payment of Indemnity, etc.

(Request for Explanation, etc. Concerning Extent of Injuries, etc.)

Article 13 If the traveler has suffered an injury described in Article 1, we may request that the traveler or the person to receive the Indemnity for death explain the extent of the injury, provide an overview of the accident leading to the said injury, or request a medical examination of his/her body or a postmortem examination of his/her dead body. In this case, the traveler or the person to receive the Indemnity for death will be required to cooperate with these requests. 2 If the traveler or the person to receive the Indemnity for death has suffered an injury described in Article 1 due to causes unknown to us, the traveler or the person to receive the Indemnity for death shall report to us the extent of the injury, and an overview, etc. of the accident leading to the said injury within 30 days from the day of the said accident. 3 If the traveler or the person to receive the Indemnity for death has violated the provisions of the preceding two paragraphs, or has failed to inform us of the facts known to them in the explanation or report required or has given a false statement, without a valid reason that we will recognize, we will not pay

any Indemnity, etc.

(Request for Payment of Indemnity, etc.)

Article 14 When the traveler or the person to receive the Indemnity for death wishes to receive payment of Indemnity, etc., he/she will be required to submit a bill requesting payment of Indemnity, etc. on the form designated by us and the following documents:

- a. Claiming payment of indemnity for death:
 - (1) Copy of the deceased traveler's family register and a copy of the statutory heir's family register and a certificate of seal impression;
 - (2) Certificate of the accident issued by a public agency (or by a third party under unavoidable circumstances); and
 - (3) Death certificate or postmortem certificate of the traveler.
- b. Claiming payment of indemnity for residual disability:
 - (1) Certificate of seal impression of the traveler;
 - (2) Certificate of the accident issued by a public agency (or by a third party under unavoidable circumstances); and
 - (3) Physician's statement certifying the extent of the residual disability.
- c. Claiming payment of a solatium for hospitalization:
 - (1) Certificate of the accident issued by a public agency (or by a third party under unavoidable circumstances);
 - (2) Physician's statement certifying the extent of the residual disability; and
 - (3) Certifying document issued by the hospital or clinic certifying the Hospitalization Days or Visit Days.
- d. Claiming payment of a solatium for hospital visits:
 - (1) Certificate of the accident issued by a public agency (or by a third party under unavoidable circumstances);
 - (2) Physician's statement certifying the extent of the injury; and
 - (3) Certifying document issued by the hospital or clinic certifying the Hospitalization Days or Visit Days.

2 There are cases where we require the submission of documents other than those listed in the preceding paragraph, or where we allow for the omission of part of the documents to be submitted under the preceding paragraph.

3 Where the traveler or the person to receive the Indemnity for death has violated the provisions of paragraph 1, or has failed to inform us of the facts known to them concerning the documents to be submitted or has given a false statement, we will not pay any Indemnity, etc.

(Subrogation)

Article 15 Even when we have paid Indemnity, etc., the rights held by the traveler or his/her statutory heir to claim compensatory damages from a third party for the injury suffered by the traveler will not be transferred to us.

Chapter 5 - Indemnity for Damage to Personal Belongings

(Our Company's Responsibility to Pay)

Article 16 If the traveler participating in the Organized Tour being implemented by our Company happens to have his/her personal belongings (hereinafter referred to as "Compensable Goods") damaged accidentally while the said traveler is participating in the said Organized Tour, we will pay indemnity for damage to personal belongings (hereinafter referred to as "Indemnity for Damage").

(Cases Where Indemnity for Damage is not Paid (1))

Article 17 We will not pay any Indemnity for Damage for the damage resulting from the causes listed in each of the following items:

- a. Willful misconduct of the traveler, except for damages suffered by persons other than the said traveler;
- b. Willful misconduct of a relative belonging to the same household as that of the said traveler, unless his/her intention is to let the said traveler receive the Indemnity for Damage;
- c. Suicidal, criminal or combative acts of the traveler, except for damages suffered by persons other than the said traveler;
- d. Accidents caused while the traveler is driving an automobile or motorized bicycle without having the driving qualification required by the relevant laws or ordinances or in a state incapable of normal driving such as under the influence of alcohol, except in the case of damages suffered by persons other than the said traveler;
- e. Accidents caused because of the traveler intentionally breaking the law or accidents that occur while the traveler is receiving illegal services, except for damage suffered by persons other than the said traveler;
- f. Exercise of public authority by the State or public institutions, such as confiscation, requisition, seizure, and demolition, except when such exercise has been done as necessary measures for fire extinction or evacuation;
- g. Defects in the Compensable Goods, except for defects that the traveler or the person taking care of the Compensable Goods on behalf of the traveler has not been able to detect even with considerable caution;
- h. Ordinary wear and tear, rust, mold, discoloration, damage by rats, vermiculation, etc. of the Compensable Goods;
- i. Mere external damage which does not disable the function of the Compensable Goods;
- j. Spill of liquid, which is the Compensable Goods, except for damage

- caused to other Compensable Goods as a result;
- k. Misplacement or loss of Compensable Goods; or
- j. Causes listed in Article 3, paragraph 1, items 9 through 12.

2 In the case of an Organized Tour for the purpose of a Domestic Trip, in addition to the provisions of the preceding paragraph, we will not pay any Indemnity for Damage for damage resulting from the causes described in each of the following items:

- a. an Earthquake, volcanic eruption or tsunami; or
- b. Ancillary accidents occurring with the events described in the preceding item or accidents arising from the confusion of social order incidental to them.

(Cases Where Indemnity for Damage is not Paid (2))

Article 17-2 We may not pay any Indemnity for Damage if the traveler has any reasons falling under any of the following items:

- a. If it is recognized that the traveler falls under the category of Antisocial Forces;
- b. If it is recognized that the traveler is involved in providing funds, etc. or providing convenience, etc. to Antisocial Forces;
- c. If it is recognized that the traveler unjustly uses Antisocial Forces;
- d. Where the traveler is a legal entity, if it is recognized that Antisocial Forces control the entity or are substantially engaged in its operation; or
- e. If it is recognized that the traveler has a socially condemnable relationship with Antisocial Forces.

(Compensable Goods and Its Scope)

Article 18 The Compensable Goods will be limited to the personal belongings owned and carried by the traveler while participating in the Organized Tour.

2 Notwithstanding the provision of the preceding paragraph, any item listed in the following items shall not be included in Compensable Goods:

- a. Cash, checks and other securities, documentary stamps, postage stamps, and the like
- b. Credit cards, coupons, airline tickets, passports and the like
- c. Manuscripts, specifications, designs, ledgers, and the like (including those recorded on recording media which can be directly processed by information equipment (computers and their peripherals such as terminals) such as magnetic tapes, magnetic disks, CD-ROMs, optical discs, etc.)
- d. Vessels (including yachts, motorboats and boats) and automobiles, motorized bicycles and their accessories
- e. Mountain climbing equipment, expedition equipment and the like
- f. Dentures, artificial limbs, contact lenses and the like
- g. Animals and plants
- h. Other items specified by our Company beforehand

(Amount of Damages and Amount of Indemnity Payable)

Article 19 The amount of damages for which Indemnity for Damage is payable by us (hereinafter referred to as the "Amount of Damages") shall be determined on the basis of either the price of the Compensable Goods at the place and time when the damage was caused or the total amount of the repair fees required to restore the Compensable Goods to the state immediately preceding the occurrence of the damage plus the amount described in the next Article, paragraph 3, whichever is less.

2 Where the Amount of Damages for one item or one pair of the Compensable Goods exceeds ¥100,000, we will consider the Amount of Damages of the Compensable Goods to be ¥100,000 and apply the provision of the preceding paragraph.

3 The maximum amount of Indemnity for Damage payable by us shall be ¥150,000 per traveler per Organized Tour. However, if the Amount of Damages for a traveler does not exceed ¥3,000 for an accident, we will not pay any Indemnity for Damage.

(Prevention of Damage, etc.)

Article 20 When the traveler has learned that damage has occurred to the Compensable Goods as provided in Article 16, he/she must implement the following measures:

- a. Make efforts to prevent and reduce the damage;
- b. Inform our Company without delay of the extent of the damage, an overview of the accident causing the damage, and whether the Compensable Goods damaged are subject to an insurance contract or not; and
- c. If the traveler is entitled to receive indemnity for damage from others, take necessary procedures to exercise his/her right.

2 When the traveler has violated the preceding paragraph, item a, without justifiable cause, we will regard the balance remaining after deducting the amount considered preventable and reducible as the amount of damages, and when the traveler has violated the same paragraph, item b, we will not pay any Indemnity for Damage. Also, where the traveler has violated the same paragraph, item c, we will regard the balance remaining after deducting the amount considered receivable by exercising his/her right to obtain such an amount as the amount of damages.

3 We will pay the following expenses:

- a. Expenses paid which we consider necessary or useful to prevent and reduce the damage prescribed in paragraph 1, item a; and
- b. Expenses required to take the procedures prescribed in paragraph 1,

item c.

(Request for Payment of Indemnity for Damage)

Article 21 When the traveler wishes to receive the Indemnity for Damage, he/she will be required to submit to us a bill requesting payment of the Indemnity for Damage on the form designated by us as well as the following documents:

- a. Certificate of the accident issued by the police or an alternative third party;
- b. Documents to certify the extent of the damage caused on the Compensable Goods; and
- c. Other documents requested by us.

2 If the traveler has violated the provisions of the preceding paragraph, has knowingly made an untrue description on the documents submitted to us, or has forged or falsified those documents (to be considered likewise if he/she has had a third party commit these acts), we will not pay any Indemnity for Damage.

(In Cases Where There is an Insurance Contract)

Article 22 If there exists an insurance contract which is due to pay insurance money for the damage described in Article 16, we may reduce the amount of Indemnity for Damage payable by us.

(Subrogation)

Article 23 If the traveler has the right to claim compensatory damages against a third party for the Indemnity for Damage for which we are responsible to pay, such a right to claim compensatory damages shall be transferred to us within the limit of the amount of the Indemnity for Damage that we have paid to the traveler.

Schedule I (related to Article 5, item a)

Mountain climbing (which requires mountain climbing equipment such as ice axes, crampons, ropes, hammers), luging, bobsledding, skydiving, hang gliding, operating an ultra-light motorized plane (such as motorized hang gliders, micro-light planes, and ultra-light planes), flying a gyro plane, and other dangerous activities similar to these.

Schedule II (related to Article 7, paragraph 1, paragraph 3, and paragraph 4)

1. Disorder of the Eyes

- (1) When the eyesight of both eyes has been lost: 100%
- (2) When the eyesight of one eye has been lost: 60%
- (3) When the corrected eyesight of one eye has become 0.6 or less: 5%
- (4) When the visual field of one eye has come to suffer from constriction (meaning where the visual field has become 60% or less of the total of the angle of the normal visual field): 5%

2. Disorder of the Ears

- (1) When the hearing of both ears has been lost completely: 80%
- (2) When the hearing of one ear has been lost completely: 30%
- (3) When the hearing of one ear is not good enough to comprehend a normal speaking voice at a distance of 50 cm or more: 5%

3. Disorder of the Nose

When a significant disorder has been left in the function of the nose: 20%

4. Disorder of Mastication and Speech

- (1) When the function of mastication and speech has been lost completely: 100%
- (2) When a significant disorder has been left in the function of mastication and speech: 35%
- (3) When a disorder has been left in the function of mastication and speech: 15%
- (4) When 5 or more teeth have been chipped and lost: 5%

5. Deformities of Exterior Appearance (meaning the face, head and neck)

- (1) When significant deformation has been left on the exterior appearance: 15%
- (2) When deformation has been left on the exterior appearance (meaning such deformation as a cicatrix of 2cm in diameter, or a linear cicatrix of 3cm long): 3%

6. Disorder of the Vertebral Column

- (1) When a significant deformation or a significant disorder of movement has been left on the vertebral column: 40%
- (2) When a disorder of movement has been left on the vertebral column: 30%
- (3) When a deformation has been left on the vertebral column: 15%

7. Disorder of the Arm (the wrist joint and above) or the Leg (the ankle joint and above)

- (1) When one arm or one leg has been lost: 60%
- (2) When the function of two or three joints of the three major joints in an arm or leg has been lost completely: 50%
- (3) When the function of one joint of the three major joints in an arm or leg has been lost completely: 35%
- (4) When a disorder has been left in the function of one arm or one leg: 5%

8. Disorder of the Fingers

- (1) When the thumb of one hand has been lost at or above the knuckle (interphalangeal joint): 20%
- (2) When a significant disorder has been left in the function of the thumb of one hand: 15%
- (3) When one of the fingers other than the thumb has been lost at or

above the second knuckle (distal interphalangeal joint): 8%

- (4) When a significant disorder has been left in the function of one of the fingers other than the thumb: 5%

9. Disorder of Toes

- (1) When the first toe of one leg has been lost at or above the toe joint (interphalangeal joint): 10%
- (2) When a significant disorder has been left in the function of the first toe of one leg: 8%
- (3) When one of the toes other than the first toe has been lost at or above the second toe joint (distal interphalangeal joint): 5%
- (4) When a significant disorder has been left in the function of one of the toes other than the first toe: 3%

10. In other cases where the traveler is not able to take care of himself/herself for the rest of his/her life due to the significant disorder of his/her body: 100%

Note: The word "above" used in the provisions of items 7 through 9 means the part of the body closer to the heart from the joint concerned.

Schedule III (related to Article 8, paragraph 2)

1. The corrected eyesight of both eyes has fallen to 0.06 or below.
2. The function of mastication and speech has been lost.
3. The hearing of both ears has been lost.
4. The function of all the joints of both upper limbs at or above the wrist joint have been lost.
5. The function of one lower limb has been lost.
6. Due to disorders of the internal organs in the chest and abdomen, the coordination of the body is limited mainly to routine actions at home, such as eating and washing the face.
7. Due to disorders of the nervous system or mind, the coordination of the body is limited mainly to routine actions at home, such as eating and washing the face.
8. Due to a coexisting disorder and other disorders of the above-mentioned parts of the body, the coordination of the body is limited mainly to routine actions at home, such as eating and washing the face.

Note: The word "above" used in the provision of item 4 means the part of the body closer to the heart from the joint concerned.