

# Lucky Motor Co., Ltd General Conditions of Travel Agency Business

## 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.

## 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))**

第五条二 当社は、旅行者又は死亡補償金を受け取るべき者が次の各号に掲げるいずれかに該当する事由がある場合には、補償金等を支払わないことがあります。ただし、その者が死亡補償金の一部の受取人である場合には、他の者が受け取るべき金額については、この限りではありません。

- 一 暴力団、暴力団員、暴力団準構成員、暴力団関係企業その他の反社会的勢力（以下「反社会的勢力」といいます。）に該当すると認められること。
- 二 反社会的勢力に対して資金等を提供し、又は便宜を供与する等の関与をしていると認められること。
- 三 反社会的勢力を不当に利用していると認められること。
- 四 その他反社会的勢力と社会的に非難されるべき関係を有していると認められること。

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) (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) (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 Belonging

### (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
- l. 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), lugging, 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%
<b>9. Disorder of Toes</b>	
(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%
<b>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.</b>	<b>100%</b>
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.