

Terms & Conditions for Tours Packaged by Tradi Inc.

トラディ・募集型企画旅行条件書

This terms and conditions shall become a part of the explanatory documents of the terms and conditions stipulated in Article 12-4 and the contract documents stipulated in Article 12-5 of the Travel Agency Act.

本旅行条件書は、旅行業法第 12 条の 4 に定める「取引条件説明書面」および同法第 12 条の 5 に定める「契約書面」の一部となります。

1	Name of the company packaging the tour. 企画旅行業者の名称	Tradi Inc. トラディ 合同会社
2	Address of the company packaging the tour. 企画旅行業者の住所	56 Anshu-higashikaido-tyo, Yamashina-ward, Kyoto-city, Kyoto Pref. 京都府京都市山科区安朱東海道町 56
	Registration number of the company packaging the tour. 企画旅行業者の登録番号	Travel agency No. 3-700 registered by the governor of Kyoto Pref. 京都府知事登録旅行業 第 3-700 号
	Name of the association of travel agents the company packaging the tour belongs to. 企画旅行業者の加入旅行業協会名	None 旅行業協会に加入していません。
3	Name of the agent(s), their address(es), registration number(s), and names of the association of travel agents they belong to when the traveler contracts with any agent(s). 代理人が契約を締結する場合はその旨及び代理人の名称・住所・登録番号・加入旅行業協会名	The traveler contracts with Tradi Inc. 旅行者はトラディ 合同会社と契約します。
4	Name of the branch responsible. 担当営業所名	Head Quarter 本社
	Name of the administration of the branch responsible. 営業所管理者名	Shoto Chosa 帖佐 翔人
5	When the traveler requests to do so, the administrator mentioned above will explain about the terms and conditions of the tour. 旅行者が求める場合、上記の管理者が本ツアーの旅行条件についてご説明させていただきます。	

6	Means of application and the Time the Contract is deemed Concluded 申込方法及び契約成立の時期	Specified in the General Terms and Conditions Subscription Type Package Tour Contract Section, Section 5, 6 and 8. 標準旅行業約款募集型企画旅行契約の部第五条・第六条・第八条に定めるところによります。
7	Origin of the tour 旅行の目的地、出発日その他の日程	As is shown on the tour application screen. ツアー申し込み画面に表示されている通りです。
	Departure date of the tour 旅行の出発日	As is shown on the tour application screen. ツアー申し込み画面に表示されている通りです。
	Itineraries 旅行のその他の日程	As is shown on the tour application screen. ツアー申し込み画面に表示されている通りです。
8	Tour Fee 旅行代金	As is shown on the tour application screen. ツアー申し込み画面に表示されている通りです。
9	Means of Payment 旅行代金の収受方法	Cash or Credit card 現金もしくはクレジットカード
10	Items included in the tour fee 旅行代金に含まれるもの	As is shown on the tour application screen. ツアー申し込み画面に表示されている通りです。
11	Items NOT included in the tour fee 旅行代金に含まれないもの	As is shown on the tour application screen. ツアー申し込み画面に表示されている通りです。
12	Minimum number of persons necessary to hold the tour 最少催行人員	As is shown on the tour application screen. ツアー申し込み画面に表示されている通りです。
13	Whether a tour conductor will attend the tour 旅程管理業務を行う者（添乗員）の同行の有無	A tour conductor will not attend the tour. 添乗員は同行しません。
14	The way to contact the organizer when traveling (when a tour conductor will not attend the tour) 旅程管理業務を行う者が同行しない場合、旅行地における主催者との連絡方法	Email Address: guestsupport (at) tradi-jp (dot) com * please replace (at) with “@” and (dot) with “.”. E メールアドレス: guestsupport (at) tradi-jp (dot) com * (at)を@で、(dot)を.で置き換えてください。
15	Conditions when altering or canceling the Contract 契約の変更・解除に関する事項	Specified in the General Terms and Conditions Subscription Type Package Tour Contract Section, Section 13 through 20. 標準旅行業約款募集型企画旅行契約の部第十三条～第二十条に定めるところによります。
16	Responsibilities of the company and the traveler 責任・免責に関する事項	Specified in the General Terms and Conditions Subscription Type Package Tour Contract Section, Section 27 through 30. 標準旅行業約款募集型企画旅行契約の部第二十七条～第三十条に定めるところによります。
17	Compensation for losses when traveling 旅行中の損害補償に関する事項	Specified in the General Terms and Conditions Subscription Type Package Tour Contract Section, Section 27 through 30.

		標準旅行業約款募集型企画旅行契約の部第二十七条～第三十条に定めるところによります。
19	確定書面を交付する時期	Specified in the General Terms and Conditions Subscription Type Package Tour Contract Section, Section 10. 標準旅行業約款募集型企画旅行契約の部第十条に定めるところによります。
20	Date fees for the tour are based on. 運賃・料金の基準日	December 1st, 2017. 2017 年 12 月 1 日
22	Qualifications necessary to join the tour. 旅行に参加するために必要な資格	None. ありません。
23	Information on safety of travel and the means to obtain it. 旅行地の安全衛生情報及びその取得方法	Information on safety of travel can be obtained through the department concerning foreign affairs or the embassy of your or other countries' governments, Japan Meteorological Agency or similar agencies such as: * GOV.UK "Foreign Travel Advice – Japan" (https://www.gov.uk/foreign-travel-advice/japan/health) * smartraveller.gov.au (http://smartraveller.gov.au/Countries/asia/north/Pages/japan.aspx) * U.S. Passport & International Travel (https://travel.state.gov/content/passports/en/country/japan.html) * U.S. Embassy & Consulates in Japan (https://jp.usembassy.gov/u-s-citizen-services/security-and-travel-information/) * Japan Meteorological Agency (http://www.jma.go.jp/jma/indexe.html) 旅行地の安全衛生情報は、旅行者もしくは諸外国の外務に関する政府機関、外務省、日本の気象庁等から取得が可能です。

■Cancellation Fee / キャンセル料

As is shown on the tour application screen.

ツアー申し込み画面に表示されている通りです。

■The General Terms and Conditions Subscription Type Package Tour Contract Section

標準旅行業約款募集型企画旅行契約の部

Chapter 1 - General Provisions / 総則

Article 1 - Scope of Application / 適用範囲

01.01. The Contract of our Company (hereinafter to be referred to as "We," "Us," or "Our" as the case may be) concerning the Subscription Type Package Tour (hereinafter referred to as "Subscription Type Package Tour") to be concluded with the Traveler shall be based on this Contract under the following terms and conditions. In case there is any matter not stipulated in this Contract, ordinance or generally established practice shall be applied.

01.02. In the case that we conclude a Special Contract with the Traveler in writing without violating the relevant law or harming the interest of the Traveler, such a Special Contract shall be given priority, notwithstanding the provision of the preceding Paragraph 01.01.

第一条 当社が旅行者との間で締結する募集型企画旅行に関する契約(以下「募集型企画旅行契約」といいます。)は、この約款の定めるところによります。この約款に定めのない事項については、法令又は一般に確立された慣習によります。

2 当社が法令に反せず、かつ、旅行者の不利にならない範囲で書面により特約を結んだときは、前項の規定にかかわらず、その特約が優先します。

Article 2 - Definition of Terminology / 用語の定義

02.01. In this Contract, the "Package Tour" shall mean, in this Contract, such Tours as those for which we prepare beforehand, travel plans including itineraries, destinations, forms of transport and contents of accommodation service to be offered to Travelers, as well as the amount of the Tour Price payable to us by the Traveler, which shall be implemented as planned.

02.02. In this Contract, the "Inland Trip" shall refer to trips planned with travel within Japan only, and the "Overseas Trip" shall mean those trips other than inland trips.

02.03. In this Section, the "Communication Contract" shall refer to the Package Tour Contract, concluded for our Package Tour with the card member of our Company, or the credit card company (hereinafter referred to as the "Affiliated Company") affiliated with the company marketing the Package Tour on our behalf, by subscription through telephone, mail, facsimile, or other means of communication. This is subject to receiving prior consent from the Traveler, regarding settlement of the credit obligation or liability held by us, such as the Tour Price, etc., under the Package Tour Contract, on and after the due date of such obligation or liability according to card membership rules as provided separately by the Affiliated Company. This is also subject to payment of the Tour Price, etc. payable under the aforementioned Package Tour Contract, as specified by the method in 12.02, the latter Paragraph of 16.01, and 19.02 hereunder.

02.04. In this Section, the "Electronically Consented Notice" shall refer to the notice issued in acceptance of the subscription for the Contract. The issuance is conducted by means of transmission, through methods utilizing information-communication technologies, via telecommunication lines connecting the computer, facsimile, telex or telephone (hereinafter referred to as the "Electronic Computer, etc."), as used by us, or the company marketing the Package Tour on our behalf, with the Electronic Computer, etc. used by the Traveler.

02.05. In this Contract, the "Date Card Used" shall refer to the date when the Traveler or our Company becomes obligated to pay the Tour Price, etc. or when refundable liability is implemented under the Package Tour Contract.

第二条 この約款で「募集型企画旅行」とは、当社が、旅行者の募集のためにあらかじめ、旅行の目的地及び日程、旅行者が提供を受けることのできる運送又は宿泊のサービスの内容並びに旅行者が当社に支払うべき旅行代金の額を定めた旅行に関する計画を作成し、これにより実施する旅行をいいます。

2 この約款で「国内旅行」とは、本邦内のみの旅行をいい、「海外旅行」とは、国内旅行以外の旅行をいいます。

3 この部で「通信契約」とは、当社が、当社又は当社の募集型企画旅行を当社を代理して販売する会社が提携するクレジットカード会社(以下「提携会社」といいます。)のカード会員との間で電話、郵便、ファクシミリその他の通信手段による申込みを受けて締結する募集型企画旅行契約であって、当社が旅行者に対して有する募集型企画旅行契約に基づく旅行代金等に係る債権又は債務を、当該債権又は債務が履行されるべき日以降に別に定める提携会社のカード会員規約に従って決済することについて、旅行者があらかじめ承諾し、かつ当該募集型企画旅行契約の旅行代金等を第十二条第二項、第十六条第一項後段、第十九条第二項に定める方法により支払うことを内容とする募集型企画旅行契約をいいます。

4 この部で「電子承諾通知」とは、契約の申込みに対する承諾の通知であって、情報通信の技術を利用する方法のうち当社又は当社の募集型企画旅行を当社を代理して販売する会社が使用する電子計算機、ファクシミリ装置、テレックス又は電話機(以下「電子計算機等」といいます。)と旅行者が使用する電子計算機等とを接続する電気通信回線を通じて送信する方法により行うものをいいます。

5 この約款で「カード利用日」とは、旅行者又は当社が募集型企画旅行契約に基づく旅行代金等の支払又は払戻債務を履行すべき日をいいます。

Article 3 - Contents of Tour Contract / 旅行契約の内容

03.01. We undertake the organization of arrangements and administration of itineraries under the Package Tour Contract, such that the Traveler may be provided with transport, transport and accommodation as offered by accommodation facilities, and other services concerning the Tour (hereinafter referred to as the "Tour Service").

第三条 当社は、募集型企画旅行契約において、旅行者が当社の定める旅行日程に従って、運送・宿泊機関等の提供する運送、宿泊その他の旅行に関するサービス(以下「旅行サービス」といいます。)の提供を受けることができるように、手配し、旅程を管理することを引き受けます。

Article 4 - Business Agent / 手配代行者

04.01. We reserve the right to engage other travel agents, professional organizers and arrangers, or other helpers in or outside Japan, in having them make arrangements in whole, or in part on our behalf, for the execution of the Package Tour Contract.

第四条 当社は、募集型企画旅行契約の履行に当たって、手配の全部又は一部を本邦内又は本邦外の他の旅行業者、手配を業として行う者その他の補助者に代行させることがあります。

第二章 契約の締結 / Conclusion of the Tour Contract

Article 5. - Subscription for the Tour Contract / 契約の申込み

05.01. A Traveler who wishes to subscribe for our Package Tour Contract shall fill in the necessary information on the Application Form as designated by us (hereinafter referred to as the "Application Form"), and shall submit it to us together with the required Application Fee as specified separately by us.

05.02. Notwithstanding provision of preceding Paragraph 05.01, the Traveler who wishes to subscribe for our Communication Contract, shall notify us of the name of the desired Package Tour, the start date of the Tour, the aforementioned Traveler's membership number and other information as required (hereinafter in the subsequent Articles, referred to as the "Membership Number, etc.").

05.03. The Application Fee as specified in 05.01 above, shall be treated as part of the Tour Price, may be subject to forfeiture in the case of cancellation, or may be used as a penalty charge.

05.04. In cases where the Traveler participating in the Package Tour requires special attention, the aforementioned Traveler shall mention such a request to us at the time of application for the Contract. We shall attempt to accommodate such requests as far as possible.

05.05. Expenses incurred as a result of special arrangements made at the request of the Traveler, under preceding Paragraph 05.04, shall be borne by the Traveler themselves.

第五条 当社に募集型企画旅行契約の申込みをしようとする旅行者は、当社所定の申込書(以下「申込書」といいます。)に所定の事項を記入の上、当社が別に定める金額の申込金とともに、当社に提出しなければなりません。

2 当社に通信契約の申込みをしようとする旅行者は、前項の規定にかかわらず、申込みをしようとする募集型企画旅行の名称、旅行開始日、会員番号その他の事項(以下次条において「会員番号等」といいます。)を当社に通知しなければなりません。

3 第一項の申込金は、旅行代金又は取消料若しくは違約料の一部として取り扱います。

4 募集型企画旅行の参加に際し、特別な配慮を必要とする旅行者は、契約の申込時に申し出てください。このとき、当社は可能な範囲内でこれに応じます。

5 前項の申出に基づき、当社が旅行者のために講じた特別な措置に要する費用は、旅行者の負担とします。

Article 6 - Subscription by Telephone, etc. / 電話等による予約

06.01. Subscriptions for the Package Tour Contract are accepted by means of telephone, mail, facsimile and other means of communications. In such cases, the Contract is not concluded at the time of subscription, and the Traveler for the aforementioned Tour shall submit an Application Form and Application Fee, or notify us of his or her Membership Number, etc. within the period as designated by us, in accordance with the provision of 05.01 or 05.02 of preceding Article 5, after we have notified said Traveler of our acceptance of his or her subscription,

06.02. Upon the submission of the Application Form and Application Fee as specified in preceding Paragraph 06.01, or when we have been notified of the Traveler's Membership Number, etc., the order in which we conclude the Package Tour Contract with the aforementioned Traveler shall be in the same order that we received said subscription, with regards to other similar subscriptions.

06.03. In cases where the Traveler fails to submit the Application Fee, or to notify us of his or her Membership Number, etc. within the period specified in 06.01 above, we shall consider such a subscription as not having been received and treat it accordingly.

第六条 当社は、電話、郵便、ファクシミリその他の通信手段による募集型企画旅行契約の予約を受け付けます。この場合、予約の時点では契約は成立しておらず、旅行者は、当社が予約の承諾の旨を通知した後、当社が定める期間内に、前条第一項又は第二項の定めるところにより、当社に申込書と申込金を提出又は会員番号等を通知しなければなりません。

2 前項の定めるところにより申込書と申込金の提出があったとき又は会員番号等の通知があったときは、募集型企画旅行契約の締結の順位は、当該予約の受付の順位によることとなります。

3 旅行者が第一項の期間内に申込金を提出しない場合又は会員番号等を通知しない場合は、当社は、予約がなかったものとして取り扱います。

Article 7 - Rejection of the Conclusion of the Contract / 契約締結の拒否

07.01. There following are cases where we may decline to conclude the Subscription Type Package Tour:

- (1) In cases where the age, sex, qualifications, skills and/or other conditions of the Traveler do not meet such conditions as specified by us in advance, as required of Travelers participating in the Tour.
- (2) In cases where the number of Travelers subscribing for the Tour has already reached the maximum number of participants as scheduled for the Tour.
- (3) In cases where the Traveler subscribing for the Tour is likely to create a nuisance for other Travelers or hinder smooth implementation of the Tour as a group.

- (4) In cases where the Communication Contract is about to be concluded, and the Traveler is unable to settle in whole or in part, the liability related to his or her Tour Price, etc. as stipulated in the card membership rules of the Affiliated Company. Such reasons may be due to, but not limited to, the credit card as held by the Traveler in question, being found to be invalid.
- (5) When we determine that the Traveler is a member of antisocial group such as an organized crime group, a company related to or somehow associated with such a group, and any other equivalent person of above.
- (6) When the Traveler conducts a demand with violence or an unreasonable demand beyond its legal entitlement or uses of intimidating words or actions to us or any other party related.
- (7) When the Traveler damages our credit or obstructs our business or any other party related by spreading false rumors or by the use of fraudulent, or any other equivalent actions of above.
- (8) In the case that there is any inconvenience on our side which is related to our business.

第七条 当社は、次に掲げる場合において、募集型企画旅行契約の締結に応じないことがあります。

- 一 当社があらかじめ明示した性別、年齢、資格、技能その他の参加旅行者の条件を満たしていないとき。
- 二 応募旅行者数が募集予定数に達したとき。
- 三 旅行者が他の旅行者に迷惑を及ぼし、又は団体行動の円滑な実施を妨げるおそれがあるとき。
- 四 通信契約を締結しようとする場合であって、旅行者の有するクレジットカードが無効である等、旅行者が旅行代金等に係る債務の一部又は全部を提携会社のカード会員規約に従って決済できないとき。
- 五 旅行者が、暴力団員、暴力団準構成員、暴力団関係者、暴力団関係企業又は総会屋等その他の反社会的勢力であると認められるとき。
- 六 旅行者が、当社に対して暴力的な要求行為、不当な要求行為、取引に関して脅迫的な言動若しくは暴力を用いる行為又はこれらに準ずる行為を行ったとき。
- 七 旅行者が、風説を流布し、偽計を用い若しくは威力を用いて当社の信用を毀損し若しくは当社の業務を妨害する行為又はこれらに準ずる行為を行ったとき。
- 八 その他当社の業務上の都合があるとき。

Article 8 - Conclusion of the Tour Contract / 契約の成立時期

08.01. The Package Tour Contract shall be deemed to be concluded, when we have accepted the conclusion of the Contract, and have received the Application Fee as specified in 05.01.

08.02. Notwithstanding the provision of preceding Paragraph 08.01, the Communication Contract shall be considered concluded when we send a notice to the effect of communicating our acceptance of the conclusion of the Contract. An electronic notice of acceptance as sent by us is exception to this, in which case the aforementioned Contract shall be deemed to be concluded when said electronic notice reaches the Traveler.

第八条 募集型企画旅行契約は、当社が契約の締結を承諾し、第五条第一項の申込金を受理した時に成立するものとします。

2 通信契約は、前項の規定にかかわらず、当社が契約の締結を承諾する旨の通知を発した時に成立するものとします。ただし、当該契約において電子承諾通知を発する場合は、当該通知が旅行者に到達した時に成立するものとします。

Article 9 - Delivery of Contract Document / 契約書面の交付

09.01. We shall promptly deliver to the Traveler, a document (hereinafter referred to as the "Contract Document") detailing the itinerary, contents of Tour Service, Tour Prices, and other conditions of the Tour, as well as matters concerning our responsibility with regards to the Tour, after the Tour Contract has been concluded as defined in Article 8.

09.02. The scope of the Tour Service involving our responsibility in making arrangements and administering itineraries under the Package Tour Contract, shall be based on details stated in the Contract Document, as specified in Paragraph 09.01.

第九条 当社は、前条の定める契約の成立後速やかに、旅行者に、旅行日程、旅行サービスの内容、旅行代金その他の旅行条件及び当社の責任に関する事項を記載した書面(以下「契約書面」といいます。)を交付します。

2 当社が募集型企画旅行契約により手配し旅程を管理する義務を負う旅行サービスの範囲は、前項の契約書面に記載するところによります。

Article 10 - Determinate Document / 確定書面

10.01. In cases where it is not possible to state the determinate itinerary, or the names of transport and/or accommodation facilities in the Contract Document as specified in preceding Article 09.01, we shall list, on a limited basis, the names of facilities scheduled for accommodation and the name of intended transport facilities on the Contract Document. Further to delivering such a Contract Document, we shall also deliver a document with descriptions of determinate conditions (hereinafter referred to as the "Determinate Document") on or before the date as specified in said Contract Document, but no later than the day immediately preceding the starting date of the Tour (or the starting date of the Tour, in cases where subscriptions for the Package Tour Contract are made during the 7-day period leading up to the start date of the tour) .

10.02. With respect to preceding Paragraph 10.01, in cases where an enquiry is received from a Traveler who wishes to confirm the condition of arrangements, we shall respond promptly and properly to such an enquiry, even prior to the delivery of the Determinate Document to said Traveler.

10.03. In cases where the Determinate Document has been delivered as specified in 10.01., the scope of the Tour Service involving our responsibility to arrange and administer the itinerary, shall be limited to the scope as described in said Determinate Document.

第十条 前条第一項の契約書面において、確定された旅行日程、運送若しくは宿泊機関の名称を記載できない場合には、当該契約書面において利用予定の宿泊機関及び表示上重要な運送機関の名称を限定して列挙した上で、当該契約書面交付後、旅行開始日の前日(旅行開始日の前日から起算してさかのぼって七日目に当たる日以降に募集型企画旅行契約の申込みがなされた場合にあっては、旅行開始日)までの当該契約書面に定める日までに、これらの確定状況を記載した書面(以下「確定書面」といいます。)を交付します。

2 前項の場合において、手配状況の確認を希望する旅行者から問い合わせがあったときは、確定書面の交付前であっても、当社は迅速かつ適切にこれに回答します。

3 第一項の確定書面を交付した場合には、前条第二項の規定により当社が手配し旅程を管理する義務を負う旅行サービスの範囲は、当該確定書面に記載するところに特定されます。

Article 11 - Method of Utilizing Telecommunication Technology / 情報通信の技術を利用する方法

11.01. Assuming prior consent of the Traveler has been obtained; when said Traveler has been provided with details such as the itinerary, contents of the Tour Service, the Tour Price, other conditions of the Tour, and our responsibility (hereinafter referred to in this Article as the "Described Details"), to be stated in the document, the Contract Document, or the Determinate Document, at such a time when he or she is about to conclude the Package Tour Contract, and said provision is by means of utilizing telecommunications technology, instead of physically delivering the aforementioned document(s) to said Traveler, we shall confirm that the Described Details have been recorded on a file as equipped in and as capable of communications equipment and as used by the Traveler (confined to the use of said Traveler) and have been viewed by said Traveler.

11.02. With respect to preceding Paragraph 11.01., when the communications equipment used by the aforementioned Traveler is not equipped with and/or not capable of the function of recording the Described Details, we shall record the Described Details on a file (for exclusive use of the said Traveler) as equipped in and as capable of communications equipment used by us, and confirm that said Traveler has viewed the Described Details.

第十一条 当社は、あらかじめ旅行者の承諾を得て、募集型企画旅行契約を締結しようとするときに旅行者に交付する旅行日程、旅行サービスの内容、旅行代金その他の旅行条件及び当社の責任に関する事項を記載した書面、契約書面又は確定書面の交付に代えて、情報通信の技術を利用する方法により当該書面に記載すべき事項(以下この条において「記載事項」といいます。)を提供したときは、旅行者の使用する通信機器に備えられたファイルに記載事項が記録されたことを確認します。

2 前項の場合において、旅行者の使用に係る通信機器に記載事項を記録するためのファイルが備えられていないときは、当社の使用する通信機器に備えられたファイル(専ら当該旅行者の用に供するものに 限ります。)に記載事項を記録し、旅行者が記載事項を閲覧したことを確認します。

Article 12 - Tour Price / 旅行代金

12.01. The Traveler shall pay to us, the amount of the Tour Price as specified in the Contract Document, on or before the date specified in the Contract Document, and prior to the starting date of the Tour.

12.02. Upon conclusion of the Communication Contract, we shall receive payment of the amount of the Tour Price as specified in the Contract Document by the credit card of our Affiliated Company, and without the need to obtain the Traveler's signature on the designated voucher. In this case, the date of card used shall be considered as the date that the Tour Contract is concluded.

第十二条 旅行者は、旅行開始日までの契約書面に記載する期日までに、当社に対し、契約書面に記載する金額の旅行代金を支払わなければなりません。

2 通信契約を締結したときは、当社は、提携会社のカードにより所定の伝票への旅行者の署名なくして契約書面に記載する金額の旅行代金の支払いを受けます。また、カード利用日は旅行契約成立日とします。

Chapter 3 - Alteration of the Contract / 第三章 契約の変更

Article 13 - Alteration of Contract Contents / 契約内容の変更

13.01. In cases where unusual and unforeseen circumstances arise due to reasons beyond our control, including, but not limited to acts of God/providence, acts of war, civil commotion, suspension and/or closure of Tour Services such as transport and accommodation facilities, exercises and/or orders from government and other public agencies, the need to use transport services not based on our original transport plan, and such circumstances affect the safe and smooth implementation of the Tour, we may be required to change the itinerary contents of the Tour Service, and other contents of the Package Tour Contract (hereinafter referred to as the "Contract Contents") by promptly informing and/or explaining to the Traveler beforehand, reasons for the nature of such circumstances being beyond our control, and the correlation between such circumstances and subsequent changes. This shall be the case except at the time of an emergency, where the Traveler is informed and/or receives an appropriate explanation after such changes have been made.

第十三条 当社は、天災地変、戦乱、暴動、運送・宿泊機関等の旅行サービス提供の中止、官公署の命令、当初の運行計画によらない運送サービスの提供その他の当社の関与し得ない事由が生じた場合において、旅行の安全かつ円滑な実施を図るためやむを得ないときは、旅行者にあらかじめ速やかに当該事由が関与し得ないものである理由及び当該事由との因果関係を説明して、旅行日程、旅行サービスの内容その他の募集型企画旅行契約の内容(以下「契約内容」といいます。)を変更することがあります。ただし、緊急の場合において、やむを得ないときは、変更後に説明します。

Article 14 - Alteration of Tour Price / 旅行代金の額の変更

14.01. In cases where the transport fare and charge applicable to the transport facilities being used for the implementation of the Package Tour (hereinafter in this Article referred to as the "Applicable Fare and Charge") are increased or reduced considerably beyond price levels as normally assumed, due to significant changes to economic and/or other conditions, compared with the Applicable Fare and Charge specified at the time when the Package Tour was originally offered, we shall be permitted to increase or reduce the amount of the Tour Price within the range of the amount so increased or reduced.

14.02. In cases where we increase the Tour Price as provided for in preceding Paragraph 14.01, we shall inform the Traveler to that effect no later than the 15th day prior to the starting date of the Tour.

14.03. In cases where the Applicable Fare and Charge are reduced as provided for in 14.01, we shall lower the Tour Price by the amount so reduced in accordance with the provision of said Paragraph.

14.04. In cases where changes in the contents of the Tour Contract, according to the provision of preceding Article 13, result in any increase or decrease to accrue in the expenses required for the implementation of the Tour (including cancellation charges for the Tour Service not received due to changes in the contents of said Contract, penalties and/or other prepaid or payable expenses), we reserve the right to make changes to the amount of the Tour Price, within the range of the amount increased or reduced when such Contract Contents are changed (except when such a change is the result of a lack of vacancies in the transport and accommodation facilities, or rooms and other facilities, despite the relevant Tour Service and seats/places as provided by the transport and accommodation facilities).

14.05. When the number of people participating in the Tour changes due to reasons not attributed to us after the conclusion of the Package Tour Contract, in cases where we have stated in the Contract Document that the Tour Price varies with the number of people utilizing the transport and accommodation facilities, we reserve the right to change the amount of the Tour Price as described in the Contract Document.

第十四条 募集型企画旅行を実施するに当たり利用する運送機関について適用を受ける運賃・料金(以下この条において「適用運賃・料金」といいます。)が、著しい経済情勢の変化等により、募集型企画旅行の募集の際に明示した時点において有効なものとして公示されている適用運賃・料金の比へて、通常想定される程度を大幅に超えて増額又は減額される場合においては、当社は、その増額又は減額される金額の範囲内で旅行代金の額を増加し、又は減少することができます。

2 当社は、前項の定めるところにより旅行代金を増額するときは、旅行開始日の前日から起算してさかのぼって十五日目に当たる日より前に旅行者にその旨を通知します。

3 当社は、第一項の定める適用運賃・料金の減額がなされるときは、同項の定めるところにより、その減少額だけ旅行代金を減額します。

4 当社は、前条の規定に基づく契約内容の変更により旅行の実施に要する費用(当該契約内容の変更の ためにその提供を受けなかった旅行サービスに対して取消料、違約料その他既に支払い、又はこれから 支払わなければならない費用を含みます。)の減少又は増加が生じる場合(費用の増加が、運送・宿泊機関等が当該旅行サービスの提供を行っているにもかかわらず、運送・宿泊機関等の座席、部屋その他の諸設備の不足が発生したことによる場合を除きます。)には、当該契約内容の変更の際にその範囲内において旅行代金の額を変更することがあります。

5 当社は、運送・宿泊機関等の利用人員により旅行代金が異なる旨を契約書面に記載した場合において、募集型企画旅行契約の成立後に当社の責に帰すべき事由によらず当該利用人員が変更になったときは、契約書面に記載したところにより旅行代金の額を変更することがあります。

Article 15 - Change of Traveler / 旅行者の交替

15.01. A Traveler who has concluded a Package Tour Contract with us, may assign his/her status under said Contract to a third party, subject to our consent.

15.02. In cases where the Traveler wishes to obtain our consent as provided for in preceding paragraph 15.01, said Traveler shall fill in the necessary information on a form as designated by us, and submit it with the handling fee of a designated amount, to us.

15.03. The assignment of said status under the Contract, as provided for in 15.01, shall take effect when approved by us. After such approval, the third party who has acquired such status under the Tour Contract, shall inherit all rights and obligations concerning said Package Tour Contract as originally concluded by the Traveler.

第十五条 当社と募集型企画旅行契約を締結した旅行者は、当社の承諾を得て、契約上の地位を第三者に譲り渡すことができます。

2 旅行者は、前項に定める当社の承諾を求めようとするときは、当社所定の用紙に所定の事項を記入の上、所定の金額の手数料とともに、当社に提出しなければなりません。

3 第一項の契約上の地位の譲渡は、当社の承諾があった時に効力を生ずるものとし、以後、旅行契約上の地位を譲り受けた第三者は、旅行者の当該募集型企画旅行契約に関する一切の権利及び義務を承継するものとします。

Chapter 4 - Cancellation of the Contract / 第四章 契約の解除

Article 16 - Traveler's Right to Cancel the Contract / 旅行者の解除権

16.01. The Traveler may, at any time, cancel the Package Tour Contract by paying to us the cancellation fee as specified in Schedule I. In cases where said Traveler wishes to cancel the Communication Contract, we shall accept and process payment of the cancellation fee by using the card of our Affiliated Company without obtaining said Traveler's signature on the designated voucher.

16.02. The Traveler may cancel the Package Tour, in the following instances without having to pay the cancellation fee before the start of the Tour, notwithstanding the provision of preceding Paragraph 16.01:

- (1) When the Contract Contents have been changed by us, but limited to only such cases as the changes listed in the left column of Schedule II and other important changes.
- (2) When the Tour Price has been increased under the provision of 14.01.
- (3) When there arise such causes as act of providence, maelstrom of war, civil commotion, suspension of Tour Services like transport and accommodation facilities, orders from government and public agencies, and other causes, which have disabled the safe and smooth implementation of the Tour or have increased the potential of disabling the Tour to an extreme extent.
- (4) When we have failed to deliver the Determinate Document to the Traveler on or before the date specified in 10.01.
- (5) When the implementation of the Tour has been precluded as scheduled according to the itinerary described in the Contract Document due to causes attributable to us.

16.03. When the Traveler is unable to receive the Tour Service as described in the Contract Document after the start of the Tour, due to causes not attributed to him/her, or when we inform him/her to this effect, said Traveler may cancel the Contract for that portion of the Tour Service which he/she is unable to receive, without paying the cancellation fee, notwithstanding the provision of 16.01.

16.04. In the case of preceding Paragraph 16.03, we shall refund to the Traveler: the portion of the Tour Price as represented by the portion of the Tour Service which has become unavailable. However, when the afore-mentioned case is not due to causes attributed to us; we shall refund to said Traveler: the afore-mentioned amount, after deduction of the cancellation fee, and after the application of any penalties and/or other amounts already paid, or related to expenses payable from such a time, for said Tour Service.

第十六条 旅行者は、いつでも別表第一に定める取消料を当社に支払って募集型企画旅行契約を解除することができます。通信契約を解除する場合にあっては、当社は、提携会社のカードにより所定の伝票への旅行者の署名なくして取消料の支払いを受けます。

2 旅行者は、次に掲げる場合において、前項の規定にかかわらず、旅行開始前に取消料を支払うことなく募集型企画旅行契約を解除することができます。

- 一 当社によって契約内容が変更されたとき。ただし、その変更が別表第二上欄に掲げるものその他の重要なものであるときに限ります。
- 二 第十四条第一項の規定に基づいて旅行代金が増額されたとき。

- 三 天災地変、戦乱、暴動、運送・宿泊機関等の旅行サービス提供の中止、官公署の命令その他の事由が生じた場合において、旅行の安全かつ円滑な実施が不可能となり、又は不可能となるおそれが極めて大きいとき。
- 四 当社が旅行者に対し、第十条第一項の期日までに、確定書面を交付しなかったとき。
- 五 当社の責に帰すべき事由により、契約書面に記載した旅行日程に従った旅行の実施が不可能となったとき。
- 3 旅行者は、旅行開始後において、当該旅行者の責に帰すべき事由によらず契約書面に記載した旅行サービスを受領することができなくなったとき又は当社がその旨を告げたときは、第一項の規定にかかわらず、取消料を支払うことなく、旅行サービスの当該受領することができなくなった部分の契約を解除することができます。
- 4 前項の場合において、当社は、旅行代金のうち旅行サービスの当該受領することができなくなった部分に係る金額を旅行者に払い戻します。ただし、前項の場合が当社の責に帰すべき事由によらない場合においては、当該金額から、当該旅行サービスに対して取消料、違約料その他の既に支払い、又はこれから支払わなければならない費用に係る金額を差し引いたものを旅行者に払い戻します。

Article 17 - Our Right to Cancel the Contract - Cancellation before the Start of the Tour / 当社の解除権等-旅行開始前の解除

17.01. We reserve the right to cancel the Package Tour Contract before the start of the Tour by explaining to the Traveler about the reason for the cancellation, in the following instances:

- (1) In cases where it becomes known that the Traveler does not meet the conditions required of Tour participants, such as age, sex, qualifications, skills, etc., as specified by us beforehand.
- (2) In cases where the Traveler is considered unable to participate in said Tour due to illness, the absence of a necessary aide/helper and/or other such causes.
- (3) In cases where the Traveler is likely to create a nuisance for other Travelers and/or hinder smooth implementation of the Tour as a group.
- (4) In cases where the Traveler requests extra burden in regards of the contents of the Contract beyond a reasonable extent.
- (5) In cases where the number of Travelers participating in the Tour does not reach the minimum number of participants for the Tour as specified in the Contract Document.
- (6) In cases where it is extremely likely that Tour conditions required for implementation of the Tour as described at the time of the conclusion of the Contract, such as the amount of snowfall necessary for a ski Tour, shall not come into being.
- (7) In cases where unusual and unforeseen circumstances arise due to reasons beyond our control, including, but not limited to acts of God/providence, acts of war, civil commotion, suspension and/or closure of Tour Services such as transport and accommodation facilities, exercises and/or orders from government and other public agencies, and other such circumstances that affect the safe and smooth implementation of the Tour as scheduled according to the itinerary described in the Contract Document, or that have increased the potential of disabling the tour to an extreme extent.
- (8) In cases where the Communication Contract has been concluded, and the Traveler is unable to settle in whole or in part, the liability related to his or her Tour Price, etc. as stipulated in the card membership rules of the Affiliated Company. Such reasons may be due to, but not limited to, the credit card as held by the Traveler in question, being invalid.
- (9) In cases where it turns out that the Traveler falls on any of Paragraph 07.05 through Paragraph 07.07.

17.02. In the case that the Traveler does not pay the Tour Price by the due date specified in the Contract Document as provided in 12.01, the Traveler will be considered to have cancelled the Subscription Type Package Tour on the day immediately following the said due date. In this case, the said Traveler will be required to pay a penalty of the amount equal to the cancellation charge specified in 16.01.

17.03. In cases where we cancel the Package Tour Contract due to reasons as defined in 17.01(5), we shall inform Travelers participating in the Tour that said Tour is to be cancelled, no later than the 13th day prior to the starting date of the Tour in the case of inland Tours (no later than

the 3rd day prior in the case of a day trip) and no later than the 23rd day prior (no later than the 33rd day prior to the starting date of the Tour, should such a date fall within the *Peak Season as defined in Schedule I) to the starting date of the Tour otherwise.

第十七条 当社は、次に掲げる場合において、旅行者に理由を説明して、旅行開始前に募集型企画旅行契約を解除することがあります。

- 一 旅行者が当社があらかじめ明示した性別、年齢、資格、技能その他の参加旅行者の条件を満たしていないことが判明したとき。
 - 二 旅行者が病気、必要な介助者の不在その他の事由により、当該旅行に耐えられないと認められるとき。
 - 三 旅行者が他の旅行者に迷惑を及ぼし、又は団体旅行の円滑な実施を妨げるおそれがあると認められるとき。
 - 四 旅行者が、契約内容に関し合理的な範囲を超える負担を求めたとき。
 - 五 旅行者の数が契約書面に記載した最少催行人員に達しなかったとき。
 - 六 スキーを目的とする旅行における必要な降雪量等の旅行実施条件であって契約の締結の際に明示したものが成就しないおそれが極めて大きいとき。
 - 七 天災地変、戦乱、暴動、運送・宿泊機関等の旅行サービス提供の中止、官公署の命令その他の当社の関与し得ない事由が生じた場合において、契約書面に記載した旅行日程に従った旅行の安全かつ円滑な実施が不可能となり、又は不可能となるおそれが極めて大きいとき。
 - 八 通信契約を締結した場合であって、旅行者の有するクレジットカードが無効になる等、旅行者が旅行代金等に係る債務の一部又は全部を提携会社のカード会員規約に従って決済できなくなったとき。
 - 九 旅行者が第七条第五号から第七号までのいずれかに該当することが判明したとき。
- 2 旅行者が第十二条第一項の契約書面に記載する期日までに旅行代金を支払わないときは、当該期日の翌日において旅行者が募集型企画旅行契約を解除したものとします。この場合において、旅行者は、当社に対し、前条第一項に定める取消料に相当する額の違約料を支払わなければなりません。
- 3 当社は、第一項第五号に掲げる事由により募集型企画旅行契約を解除しようとするときは、旅行開始日の前日から起算してさかのぼって、国内旅行にあつては十三日目(日帰り旅行については、三日目)に当たる日より前に、海外旅行にあつては二十三日目(別表第一に規定するピーク時に旅行を開始するものについては三十三日目)に当たる日より前に、旅行を中止する旨を旅行者に通知します。

Article 18 - Our Right to Cancel - Cancellation after the Start of the Tour / 当社の解除権-旅行開始後の解除

18.01. We reserve the right to cancel part of the Package Tour Contract, in the following instances, even after the start of the Tour, by explaining to the Traveler about the reason for the cancellation.

- (1) In cases where the Traveler is considered unable to continue said Tour due to the absence of a necessary aide/helper and/or other such causes.
- (2) In cases where the Traveler infringes on the safe and smooth implementation of said Tour by not following instructions as given by our Tour Escort and/or other staff for the safe and/or smooth implementation of the Tour, or by disrupting the disciplinary order of group activities by physically assaulting and/or threatening said staff or other Travelers.
- (3) In cases where it turns out that the Traveler falls on any of Paragraph 07.05 through Paragraph 07.07.
- (4) In cases where unusual and unforeseen circumstances arise due to reasons beyond our control, including, but not limited to acts of God/providence, acts of war, civil commotion, suspension and/or closure of Tour Services such as transport and accommodation facilities, exercises and/or orders from government and other public agencies, and other such circumstances that affect the safe and smooth implementation of the Tour.

18.02. In cases where we cancel the Package Tour Contract under the provision of preceding Paragraph 18.01, the contractual relationship between our Company and the Traveler shall cease to exist from this point forth. In such a case, it shall be deemed that our liability related to the Tour Service already provided to the Traveler has effectively been redeemed.

18.03. In the case of preceding Paragraph 18.02, we shall refund to said Traveler: the afore-mentioned amount, after deduction of the cancellation fee, and after the application of any penalties and/or other amounts already paid, or related to expenses still payable from such a time, for said Tour Service, from the remaining amount for the portion of said Tour service which has yet to be offered to the Traveler.

第十八条 当社は、次に掲げる場合において、旅行開始後であっても、旅行者に理由を説明して、募集型企画旅行契約の一部を解除することがあります。

- 一 旅行者が病気、必要な介助者の不在その他の事由により旅行の継続に耐えられないとき。
 - 二 旅行者が旅行を安全かつ円滑に実施するための添乗員その他の者による当社の指示への違背、これらの者又は同行する他の旅行者に対する暴行又は脅迫等により団体行動の規律を乱し、当該旅行の安全かつ円滑な実施を妨げるとき。
 - 三 旅行者が第七条第五号から第七号までのいずれかに該当することが判明したとき。
 - 四 天災地変、戦乱、暴動、運送・宿泊機関等の旅行サービス提供の中止、官公署の命令その他の当社の関与し得ない事由が生じた場合であって、旅行の継続が不可能となったとき。
- 2 当社が前項の規定に基づいて募集型企画旅行契約を解除したときは、当社と旅行者との間の契約関係は、将来に向かってのみ消滅します。この場合において、旅行者が既に提供を受けた旅行サービスに関する当社の債務については、有効な弁済がなされたものとします。
- 3 前項の場合において、当社は、旅行代金のうち旅行者がいまだその提供を受けていない旅行サービスに係る部分に係る金額から、当該旅行サービスに対して取消料、違約料その他の既に支払い、又はこれから支払わなければならない費用に係る金額を差し引いたものを旅行者に払い戻します。

Article 19 - Refund of the Tour Price / 旅行代金の払戻し

19.01. In cases where a refund becomes due to the Traveler as a result of the Tour Price being reduced under provisions set forth from 14.03 through 14.05, or due to the cancellation of the Package Tour Contract under provision of preceding Articles 16 through 18, we shall refund to the Traveler, the amount by which the Tour Price is reduced. Such refunds shall be made within 7 days reckoned from the day immediately following the date of cancellation, in cases where the refund is due to cancellation prior to the start of the Tour. Otherwise, refunds shall be made within 30 days reckoned from the day immediately following the last day of the Tour as stated in the Contract Document, in cases where said refund is due to a reduction of the Tour Price, or if cancellation takes place after the start of the Tour.

19.02. In cases where the Communication Contract has been concluded with the Traveler, we shall pay a refund to the Traveler according to the card membership rules of the Affiliated Company, if a refund becomes due to him/her as a result of a reduction of the Tour Price, under provisions set forth from 14.03 through 14.05, or due to the cancellation of the Communication Contract under the provisions of preceding Article 16 through 18. Such refunds shall be made within 7 days reckoned from the day immediately following the date of cancellation, in cases where the refund is due to cancellation prior to the start of the Tour. Otherwise, refunds shall be made within 30 days reckoned from the day immediately following the last day of the Tour as stated in the Contract Document, in cases where said refund is due to a reduction of the Tour Price, or if cancellation takes place after the start of the Tour. The day upon which we notify the Traveler shall be considered as the date of using the card.

19.03. Provisions of preceding Paragraphs, 19.01 and 19.02, shall not prevent the Traveler or our Company from exercising the right to claim compensation for damages suffered under provisions of Articles 27 or 30.01 hereto.

第十九条 当社は、第十四条第三項から第五項までの規定により旅行代金が減額された場合又は前三条の規定により募集型企画旅行契約が解除された場合において、旅行者に対し払い戻すべき金額が生じたときは、旅行開始前の解除による払戻しにあっては解除の翌日から起算して七日以内に、減額又は旅行開始後の解除による払戻しにあっては契約書面に記載した旅行終了日の翌日から起算して三十日以内に旅行者に対し当該金額を払い戻します。

2 当社は、旅行者と通信契約を締結した場合であって、第十四条第三項から第五項までの規定により旅行代金が減額された場合又は前三条の規定により通信契約が解除された場合において、旅行者に対し払い戻すべき金額が生じたときは、提携会社のカード会員規約に従って、旅行者に対し当該金額を払い戻します。この場合において、当社は、旅行開始前の解除による払戻しにあっては解除の翌日から起算して七日以内に、減額又は旅行開始後の解除による払戻しにあっては契約書面に記載した旅行終了日の翌日から起算して三十日以内に旅行者に対し払い戻すべき額を通知するものとし、旅行者に当該通知を行った日をカード利用日とします。

3 前二項の規定は第二十七条又は第三十条第一項に規定するところにより旅行者又は当社が損害賠償請求権を行使することを妨げるものではありません。

Article 20 - Arrangement for Return Trip after Cancellation of the Contract / 契約解除後の帰路手配

20.01. In cases where we cancel the Package Tour Contract after the start of the Tour, under provisions of Articles 18.01 (1) or 18.03, we shall undertake to make arrangements for Tour Services as needed for the Traveler to return to the place of departure of said Tour at the request of the Traveler.

20.02. With reference to preceding Paragraph 20.01, all expenses required for such return trips to the place of departure shall be borne by the Traveler.

第二十条 当社は、第十八条第一項第一号又は第四号の規定によって旅行開始後に募集型企画旅行契約を解除したときは、旅行者の求めに応じて、旅行者が当該旅行の出発地に戻るために必要な旅行サービスの手配を引き受けます。

2 前項の場合において、出発地に戻るための旅行に要する一切の費用は、旅行者の負担とします。

Chapter 5 - Contracts with Organizations and Groups / 第五章 団体・グループ契約

Article 21 - Contracts with Organizations and Groups / 団体・グループ契約

21.01. The provisions of this Chapter shall be applied to the conclusion of Package Tour Contracts, relevant to cases where subscriptions are received from two or more Travelers due to travel the same route at the same time, provided that each Traveler appoints a responsible representative (hereinafter referred to as the "Contract Representative").

第二十一条 当社は、同じ行程を同時に旅行する複数の旅行者がその責任ある代表者(以下「契約責任者」といいます。)を定めて申し込んだ募集型企画旅行契約の締結については、本章の規定を適用します。

Article 22 - Contract Representative / 契約責任者

22.01. Unless a special contract is concluded, the Contract Representative shall be deemed the person holding all power of representation concerning the conclusion of the Package Tour Contract, for Travelers who compose of his/her organization or group (hereinafter referred to as the "Constituent Member"). All transactions concerning Tour business related to said organization or group, shall be handled with said Contract Representative.

22.02. The Contract Representative is required to submit a list of the Constituent Members on or before the date as specified by us.

22.03. We shall not be held accountable for liabilities or obligations which the Contract Representative assumes on behalf of the Constituent Members, or liabilities or obligations which the Contract Representative is expected to assume in the future.

22.04. In cases where the Contract Representative does not accompany his/her organization or group during the Tour, one of the Constituent Members as appointed by the Contract Representative beforehand, shall be deemed by us to be the Contract Representative after the commencement of the Tour.

第二十二條 当社は、特約を結んだ場合を除き、契約責任者はその団体・グループを構成する旅行者(以下「構成者」といいます。)の募集型企画旅行契約の締結に関する一切の代理権を有しているものとみなし、当該団体・グループに係る旅行業務に関する取引は、当該契約責任者との間で行います。

2 契約責任者は、当社が定める日までに、構成者の名簿を当社に提出しなければなりません。

3 当社は、契約責任者が構成者に対して現に負い、又は将来負うことが予測される債務又は義務については、何らの責任を負うものではありません。

4 当社は、契約責任者が団体・グループに同行しない場合、旅行開始後においては、あらかじめ契約責任者が選任した構成者を契約責任者とみなします。

Chapter 6 - Administration of Itinerary / 第六章 旅程管理

Article 23 - Administration of Itinerary / 旅程管理

23.01. We shall make efforts to secure safe and smooth travel for the Traveler and carry out the following services for said Traveler, except where we have concluded a special contract with said Traveler which differs from the following provisions.

- (1) To take necessary measures to ensure that said Traveler will receive such Tour Service as specified in the Package Tour Contract, in cases where it is feared that said Traveler may not be able to receive the afore-mentioned Tour Service during the Tour.
- (2) To make arrangements for alternative services in cases where the alteration of the Tour Contract contents becomes unavoidable, despite the undertaking of measures as described in the preceding Paragraph. In cases where the Tour itinerary is to be changed, we shall make efforts to arrange for the alternative itinerary after the change measure up to the purport of the original Tour itinerary. In such a case, we shall also try to minimize alterations of the Contract Contents by making the Tour Service contents after the change as close to the originally planned contents.

第二十三條 当社は、旅行者の安全かつ円滑な旅行の実施を確保することに努力し、旅行者に対し次に掲げる業務を行います。ただし、当社が旅行者とこれと異なる特約を結んだ場合には、この限りではありません。

- 一 旅行者が旅行中旅行サービスを受けることができないおそれがあると認められるときは、募集型企画旅行契約に従った旅行サービスの提供を確実に受けられるために必要な措置を講ずること。
- 二 前号の措置を講じたにもかかわらず、契約内容を変更せざるを得ないときは、代替サービスの手配を行うこと。この際、旅行日程を変更するときは、変更後の旅行日程が当初の旅行日程の趣旨にかなうものとなるよう努めること、また、旅行サービスの内容を変更するときは、変更後の旅行サービスが当初の旅行サービスと同様のものとなるよう努めること等、契約内容の変更を最小限にとどめるよう努力すること。

Article 24 - Instructions of Our Company / 当社の指示

24.01. The Traveler shall be required to follow the instructions of our Company while the Tour is conducted as a group during the Tour from start to finish. This is done for the safe and smooth implementation of the Tour.

第二十四條 旅行者は、旅行開始後旅行終了までの間において、団体で行動するときは、旅行を安全かつ円滑に実施するための当社の指示に従わなければなりません。

Article 25 - Services of Tour Escorts, Etc. / 添乗員等の業務

25.01. We reserve the right to ask Tour Escorts or others to accompany the Tour, depending on the contents of said Tour, for the handling of services as described in respective Paragraphs from Article 23, in whole or in part, which we consider necessary in connection with said Package Tour.

25.02. The service hours for said Tour Escorts or others to engage in the services as described in the preceding Paragraph 25.01 shall, in principle, range from 8:00 am to 8:00 pm.

第二十五条 当社は、旅行の内容により添乗員その他の者を同行させて第二十三条各号に掲げる業務その他当該募集型企画旅行に付随して当社が必要と認める業務の全部又は一部を行わせることがあります。

2 前項の添乗員その他の者が同項の業務に従事する時間帯は、原則として八時から二十時までとします。

Article 26 - Protective Measure / 保護措置

26.01. We reserve the right to take measures as necessary in cases where we consider the Traveler to be in a Condition requiring attention and/or protection due to sickness and/or injury. In such a case, unless the cause of such a condition is not attributed to us, the expenditure required for the said measures shall be borne by said Traveler and shall be payable by the Traveler on or before the date as specified by us, by a method as designated by us. This shall apply unless the cause of said condition is attributed to our actions.

第二十六条 当社は、旅行中の旅行者が、疾病、傷害等により保護を要する状態にあると認めたときは、必要な措置を講ずることがあります。この場合において、これが当社の責に帰すべき事由によるものでないときは、当該措置に要した費用は旅行者の負担とし、旅行者は当該費用を当社が指定する期日までに当社の指定する方法で支払わなければなりません。

Chapter 7 – Responsibility / 第七章 責任

Article 27 - Responsibility of Our Company / 当社の責任

27.01. We shall be accountable for the compensation of damages suffered by the Traveler intentionally or negligently by us, or by our agent who has been engaged by us to make arrangements on our behalf, under the provision of Article 4 (hereinafter referred to as the "Business Agent"). Such compensation shall be limited to cases where notice has been given to us within two years from the day immediately following the day when such damages have been suffered.

27.02. In cases where the Traveler suffers damage due to unusual and unforeseen circumstances arising due to reasons beyond our control, including, but not limited to acts of God/providence, acts of war, civil commotion, suspension and/or closure of Tour Services such as transport and accommodation facilities, exercises and/or orders from government and other public agencies, and other such circumstances, we shall not be held liable for compensation, except in the case of preceding Paragraph 27.01.

27.03. With regards to damage caused to baggage as described in 27.01, notwithstanding the provision of said Paragraph, we shall compensate the Traveler to a maximum limit of 150,000 yen per Traveler (except in cases where the damage was caused by us intentionally, or was a direct result of our negligence/fault). Such compensation shall only apply provided we are notified of the damage, no later than 14 days after the day when such damage was suffered in the case of inland trips, and no later than 21 days after the day when such damage was suffered in the case of overseas trips.

第二十七条 当社は、募集型企画旅行契約の履行に当たって、当社又は当社が第四条の規定に基づいて手配を代行させた者(以下「手配代行者」といいます。)が故意又は過失により旅行者に損害を与えたときは、その損害を賠償する責に任じます。ただし、損害発生の翌日から起算して二年以内に当社に対して通知があったときに限ります。

2 旅行者が天災地変、戦乱、暴動、運送・宿泊機関等の旅行サービス提供の中止、官公署の命令その他の当社又は当社の手配代行者の関与し得ない事由により損害を被ったときは、当社は、前項の場合を除き、その損害を賠償する責任を負うものではありません。

3 当社は、手荷物について生じた第一項の損害については、同項の規定にかかわらず、損害発生の日 から起算して、国内旅行にあっては十四日以内に、海外旅行にあっては二十一日以内に当社に対して通知があったときに限り、旅行者一名につき十五万円を限度(当社に故意又は重大な過失がある場合を除きます。)として賠償します。

Article 28 - Special Compensation / 特別補償

28.01. We shall pay compensation money and solatium of the amount as set beforehand respectively for certain damage caused to the life, body or baggage of a participating Traveler during the Package Tour, in accordance with the provision of the separate Rules of Special Compensation, regardless whether or not we are accountable for causing said damage.

28.02. In cases where we are accountable under the provision of preceding Article 27.01 for damage caused as described in preceding Paragraph 28.01, the compensation payable by us, within the limits of compensation payable based on said accountability, according to preceding Paragraph 28.01, shall be considered fair compensation for said damage.

28.03. In such cases as provided for in preceding Paragraph 28.02, our responsibility to pay the indemnity based on the provision of 28.01 shall be reduced by an amount equal to the compensation money payable by us, under the provision of preceding Article 27.01 (including the indemnity considered as compensation money according to the provision of preceding Paragraph 28.02).

28.04. Package Tours implement by our collection of a separate Tour Price, from a participating Traveler on our Package Tour shall be handled as part of the contents of the principal Package Tour.

第二十八条 当社は、前条第一項の規定に基づく当社の責任が生ずるか否かを問わず、別紙特別補償規程で定めるところにより、旅行者が募集型企画旅行参加中にその生命、身体又は手荷物の上に被った一定の損害について、あらかじめ定める額の補償金及び見舞金を支払います。

2 前項の損害について当社が前条第一項の規定に基づく責任を負うときは、その責任に基づいて支払うべき損害賠償金の額の限度において、当社が支払うべき前項の補償金は、当該損害賠償金とみなします。

3 前項に規定する場合において、第一項の規定に基づく当社の補償金支払義務は、当社が前条第一項の規定に基づいて支払うべき損害賠償金(前項の規定により損害賠償金とみなされる補償金を含みます。)に相当する額だけ縮減するものとします。

4 当社の募集型企画旅行参加中の旅行者を対象として、別途の旅行代金を収受して当社が実施する募集型企画旅行については、主たる募集型企画旅行契約の内容の一部として取り扱います。

Article 29 - Guarantee of Itinerary / 旅程保証

29.01. In cases where a major alteration is made to the Tour Contents described in the left column of Schedule II (excluding alterations caused by the lack of vacancies in the transport and accommodation facilities, or rooms and other facilities, despite the relevant Tour Service and seats/places as provided by the transport and accommodation facilities and with the exception of alterations as described in the following instances), we shall pay compensation for such alterations in excess of the amount by multiplying the Tour Price by the percentage as specified in the right column of said Schedule. This shall be done no later than 30 days after the last day of the Tour, except in cases where it is clear that our accountability arises under provision of Article 27.01 regarding said alterations.

(1) Alterations due to the following causes:

- (a) Act of providence.
- (b) Maelstrom of war.
- (c) Civil commotion.
- (d) Orders from government and other public agencies.
- (e) Suspension of Tour Services like transport and accommodation facilities.

(f) Offering a transport service not based on the original travel plan.

(g) Measures required to ensure the safety of the life or body of the Tour Participants.

(2) Alterations related to the cancelled portion of the Package Tour Contract based on provisions from Article 16 through Article 18.

29.02. The maximum amount of compensation payable by us for such alterations shall be the amount as calculated by multiplying the Tour Price per Traveler for one Package Tour by the percentage set by us in excess of 15%. However, in cases where the amount of compensation per Traveler falls below 1,000 yen, we shall not be obliged to pay compensation for the alteration.

29.03. In cases where it is clear that our accountability will arise concerning said alteration, based on the provision of Article 27.01, after we have paid compensation for the alteration in accordance with the provision of 29.01, the Traveler will be required to repay such compensation paid for said alteration. In such a case, based on the provision of the afore-mentioned Paragraph, we shall pay the balance by offsetting the amount of compensation payable by us, by the amount of compensation due to be repaid by the Traveler.

第二十九条 当社は、別表第二上欄に掲げる契約内容の重要な変更(次の各号に掲げる変更(運送・宿泊機関等が当該旅行サービスの提供を行っているにもかかわらず、運送・宿泊機関等の座席、部屋その他 の諸設備の不足が発生したことによるものを除きます。)を除きます。)が生じた場合は、旅行代金に同 表下欄に記載する率を乗じた額以上の変更補償金を旅行終了日の翌日から起算して三十日以内に支払います。ただし、当該変更について当社に第二十七条第一項の規定に基づく責任が発生することが明らかである場合には、この限りではありません。

一 次に掲げる事由による変更

イ 天災地変

ロ 戦乱

ハ 暴動

ニ 官公署の命令

ホ 運送・宿泊機関等の旅行サービス提供の中止

ヘ 当初の運行計画によらない運送サービスの提供

ト 旅行参加者の生命又は身体 の安全確保のため必要な措置

二 第十六条から第十八条までの規定に基づいて募集型企画旅行契約が解除されたときの当該解除された部分に係る変更

2 当社が支払うべき変更補償金の額は、旅行者一名に対して一募集型企画旅行につき旅行代金に十五%以上の当社が定める率を乗じた額をもって限度とします。また、旅行者一名に対して一募集型企画旅行につき支払うべき変更補償金の額が千円未満であるときは、当社は、変更補償金を支払いません。

3 当社が第一項の規定に基づき変更補償金を支払った後に、当該変更について当社に第二十七条第一項の規定に基づく責任が発生することが明らかになった場合には、旅行者は当該変更に係る変更補償金を当社に返還しなければなりません。この場合、当社は、同項の規定に基づき当社が支払うべき損害賠償金の額と旅行者が返還すべき変更補償金の額とを相殺した残額を支払います。

Article 30 - Responsibility of the Traveler / 旅行者の責任

30.01. In cases where we have suffered damage due to the direct intentions and/or fault of a Traveler, said Traveler shall be required to compensate us for the damage.

30.02. When the Traveler concludes the Package Tour Contract, the Traveler shall attempt to fully understand the contents of said Package Tour Contract, such as the right and obligations of the Traveler, etc., by utilizing information as provided by us.

30.03. For the Traveler to receive the Tour Service as planned and described in the Contract Document, after the Tour's start, the Traveler shall promptly inform us, or our business agent or the provider of said Tour Service at the Touring point, if and when the Traveler realizes that the Tour Service being offered differs from that as stated in the Contract Document.

第三十条 旅行者の故意又は過失により当社が損害を被ったときは、当該旅行者は、損害を賠償しなければなりません。

2 旅行者は、募集型企画旅行契約を締結するに際しては、当社から提供された情報を活用し、旅行者の権利義務その他の募集型企画旅行契約の内容について理解するよう努めなければなりません。

3 旅行者は、旅行開始後において、契約書面に記載された旅行サービスを円滑に受領するため、万が一契約書面と異なる旅行サービスが提供されたと認識したときは、旅行地において速やかにその旨を当社、当社の手配代行者又は当該旅行サービス提供者に申し出なければなりません。

Chapter 8 - Business Guarantee Bonds / 第八章 営業保証金

Article 31 - Business Guarantee Bonds / 営業保証金

31.01. The Traveler or the Constituent Member, who has concluded the Package Tour Contract with us, is entitled to receive reimbursement from the Business Guarantee Bonds deposited by us under the provision of Article 7.01 of the Travel Agency Law in connection with the claim arising from the said transaction.

31.02. The name and place of the Deposit Office where we have deposited the Business Guarantee Bonds are as follows:

(1) Name: Kyoto District Legal Affairs Bureau

(2) Place: 197 Kami-ikesu, Kamigyou Ward, Kyoto City, Kyoto Pref.

第三十一条 当社と募集型企画旅行契約を締結した旅行者又は構成者は、その取引によって生じた債権に関し、当社が旅行業法第七条第一項の規定に基づいて供託している営業保証金から弁済を受けることができます。

2 当社が営業保証金を供託している供託所の名称及び所在地は、次のとおりです。

一 名称 京都地方務局

二 所在地 京都府京都市上京区荒神口河原町東入上生洲町197

Schedule I - Cancellation Charge (relating to Article 16.01) / 別表第一 取消料（第十六条第一項関係）**1. Cancellation Charges relating to Inland Trips / 一 国内旅行に係る取消料**

Classification / 区分	Cancellation Charge / 取消料
(1) Subscription Type Package Tour Contract excluding (2) below. / (一)次項以外の募集型企画旅行契約	
(a) If the Contract is cancelled on or after the 20th day (the 10th day in the case of a day trip) counted backward from the day immediately preceding the starting day of the Tour (except the following cases from (b) through (e)) イ 旅行開始日の前日から起算してさかのぼって二十日目(日帰り旅行にあっては十日目)に当たる日以降に解除する場合(ロからホまでに掲げる場合を除く。)	Not more than 20% of the Tour Price 旅行代金の 20%以内
(b) If the Contract is cancelled on or after the 7th day counted backward from the day immediately preceding the starting day of the Tour (except the following cases from (c) through (e)) ロ 旅行開始日の前日から起算してさかのぼって七日目に当たる日以降に解除する場合(ロからホまでに掲げる場合を除く。)	Not more than 30% of the Tour Price 旅行代金の 30%以内
(c) If the Contract is cancelled on the day immediately preceding the starting day of the Tour ハ 旅行開始日の前日に解除する場合	Not more than 40% of the Tour Price 旅行代金の 40%以内
(d) If the Contract is cancelled on the very day when the Tour starts ニ 旅行開始当日に解除する場合(へに掲げる場合を除く。)	Not more than 50% of the Tour Price 旅行代金の 50%以内
(e) If the Contract is cancelled after the start of the Tour or the Traveler does not participate in the Tour without notice ホ 旅行開始後の解除又は無連絡不参加の場合	Not more than 100% of the Tour Price 旅行代金の 100%以内
(2) Subscription Type Package Tour Contract using a Chartered Vessel (二) 貸切船舶を利用する募集型企画旅行契約	Based on the rules of the cancellation charge for the said Vessel 当該船舶に係る取消料の規定によります。

※The amount of the cancellation charge shall clearly be specified in the Contract Document. / 取消料の金額は、契約書面に明示します。

※The start of the Tour mentioned in this schedule is defined in Rules of Special Compensation Money Paragraph 02.03 / 本表の適用に当たって「旅行開始後」とは、別紙特別補償規程第二条第三項に規定する「サービスの提供を受けることを開始した時」以降をいいます。

2. Cancellation Charges relating to Overseas Trips / 二 海外旅行に係る取消料

Classification / 区分	Cancellation Charge / 取消料
Subscription Type Package Tour Contract using an Aircraft when leaving Japan or returning to Japan (excluding the Tour Contracts described in (2) and (3) below) / (一)本邦出国時又は帰国時に航空機を利用する募集型企画旅行契約(次項に掲げる旅行契約を除く。)	
(a) In cases where the starting day of the Tour falls within the *Peak Season, and the Contract is cancelled no earlier than 40 days prior to the starting day of the Tour (except in the following cases from (b) through (d)). イ 旅行開始日がピーク時の旅行である場合であって、旅行開始日の前日から起算してさかのぼって四十日目に当たる日以降に解除するとき(ロからニまでに掲げる場合を除く。)	Not more than 10% of the Tour Price 旅行代金の 10%以内

(b) If the Contract is cancelled on or after the 30th day counted backward from the day immediately preceding the starting day of the Tour (except the following cases (c) and (d)) ロ 旅行開始日の前日から起算してさかのぼって三十日目に当たる日以降に解除する場合(ハ及びニに掲げる場合を除く。)	Not more than 20% of the Tour Price 旅行代金の 20%以内
(c) If the Contract is cancelled on or after two days before the starting day of the Tour (except the following case described in (d) below) ハ 旅行開始日の前々日以降に解除する場合(ニに掲げる場合を除く。)	Not more than 50% of the Tour Price 旅行代金の 50%以内
(d) If the Contract is cancelled after the start of the Tour or the Traveler does not participate in the Tour without notice ニ 旅行開始後の解除又は無連絡不参加の場合	Not more than 100% of the Tour Price 旅行代金の 100%以内
(2) Subscription Type Package Tour Contract using a Chartered Aircraft / (ニ) 貸切航空機を利用する募集型企画旅行契約	
(a) If the Contract is cancelled on or after the 90th day counted backward from the day immediately preceding the starting day of the Tour (except the following cases from (b) and (d)) イ 旅行開始日の前日から起算してさかのぼって九十日目に当たる日以降に解除する場合(ロからニまでに掲げる場合を除く。)	Not more than 20% of the Tour Price 旅行代金の 20%以内
(b) If the Contract is cancelled on or after the 30th day counted backward from the day immediately preceding the starting day of the Tour (except the following cases (c) and (d)) ロ 旅行開始日の前日から起算してさかのぼって三十日目に当たる日以降に解除する場合(ハ及びニまでに掲げる場合を除く。)	Not more than 50% of the Tour Price 旅行代金の 50%以内
(c) If the Contract is cancelled on or after the 20th day counted backward from the day immediately preceding the starting day of the Tour (except the following case described in (d) below) ハ 旅行開始日の前日から起算してさかのぼって二十日目に当たる日以降に解除する場合(ホに掲げる場合を除く。)	Not more than 80% of the Tour Price 旅行代金の 80%以内
(d) If the Contract is cancelled on or after the 3rd day counted backward from the day immediately preceding the starting day of the Tour or the Traveler does not participate in the Tour without notice ニ 旅行開始日の前日から起算してさかのぼって三日目に当たる日以降の解除又は無連絡不参加の場合	Not more than 100% of the Tour Price 旅行代金の 100%以内
(3) Subscription Type Package Tour Contract using a Vessel when leaving Japan and returning to Japan / (三) 本邦出国時及び帰国時に船舶を利用する募集型企画旅行契約	Based on the rules of the cancellation charge for the said Vessel 当該船舶に係る取消料の規定によります。

*Note: The "Peak Season" shall mean the respective periods from December 20th through January 7th, from April 27th through May 6th, and from July 20th through August 31st of each year.

注 「ピーク時」とは、十二月二十日から一月七日まで、四月二十七日から五月六日まで及び七月二十日から八月三十一日までをいいます。

※The amount of the cancellation charge shall clearly be specified in the Contract Document. / 取消料の金額は、契約書面に明示します。

※The start of the Tour mentioned in this schedule is defined in Rules of Special Compensation Money Paragraph 02.03 / 本表の適用に当たって「旅行開始後」とは、別紙特別補償規程第二条第三項に規定する「サービスの提供を受けることを開始した時」以降をいいます。

Schedule II - Compensation Money for Alterations(related to 29.01) / 別表第二 変更補償金（第二十九条第一項関係）

Alterations Requiring Payment of Compensation Money 変更補償金の支払いが必要となる変更	Percentage per Case Before the start of the Tour 一件あたりの率（％） 旅行開始前	Percentage per Case After the start of the Tour 一件あたりの率（％） 旅行開始後
(1) Alterations of the starting day or last day of the Tour described in the Contract Document 一 契約書面に記載した旅行開始日又は旅行終了日の変更	1.5	3.0
(2) Alterations of sightseeing spots or sightseeing facilities (including restaurants) and other destinations of the Tour 二 契約書面に記載した入場する観光地又は観光施設(レストランを含みます。)その他の旅行の目的地の変更	1.0	2.0
(3) Alterations in the class or the facilities of Transportation Facilities to those with lower rates than those described in the Contract Document (but limited only to the cases where the total amount of charges for the class and facilities after alterations fall below the total amount for those specified in the Contract Document) 三 契約書面に記載した運送機関の等級又は設備のより低い料金のものへの変更(変更後の等級及び設備の料金の合計額が契約書面に記載した等級及び設備のそれを下回った場合に限ります。)	1.0	2.0
(4) Alterations in the type of transport or in the names of the companies described in the Contract Document 四 契約書面に記載した運送機関の種類又は会社名の変更	1.0	2.0
(5) Alterations to flights departing from and/or ending in Japan from those specified in the Contract Document 五 契約書面に記載した本邦内の旅行開始地たる空港又は旅行終了地たる空港の異なる便への変更	1.0	2.0
(6) Alterations to a direct flight scheduled to fly from Japan to outside Japan as mentioned in the Contract Document to a connecting flight or an indirect flight 六 契約書面に記載した本邦内と本邦外との間における直行便の乗継便又は経由便への変更	1.0	2.0

(7) Alterations in the type or name of the accommodation facilities which are specified in the Contract Document 七 契約書面に記載した宿泊機関の種類又は名称の変更	1.0	2.0
(8) Alterations in the conditions of guest rooms as specified in the Contract Document, such as the type of guest rooms, facilities, scenery, etc 八 契約書面に記載した宿泊機関の客室の種類、設備、景観その他の客室の条件の変更	1.0	2.0
(9) Alterations in the items as specified in the tour title of the Contract Document, among the alterations specified in each item listed from 1 through 8 above. 九 前各号に掲げる変更のうち契約書面のツアー・タイトル中に記載があった事項の変更	2.5	5.0

Note 1. "Before the Start of the Tour" shall refer to cases where the Traveler has been notified of the relevant alteration on or before the day immediately preceding the starting day of the Tour, and "After the Start of the Tour" shall refer to cases where the Traveler has been notified of the relevant alteration on or after the starting day of the Tour.

注一 「旅行開始前」とは、当該変更について旅行開始日の前日までに旅行者に通知した場合をいい、「旅行開始後」とは、当該変更について旅行開始当日以降に旅行者に通知した場合をいいます。

Note 2. When the Determinate Document has been delivered, this Schedule shall be applied by reading "Contract Document" as "Determinate Document". In this case, if any alterations take place between the described contents of the Contract Document and the described contents of the Determinate Document or between the described contents of the Determinate Document and the contents of the service actually offered, each respective alteration shall be treated as one case.

注二 確定書面が交付された場合には、「契約書面」とあるのを「確定書面」と読み替えた上で、この表を適用します。この場合において、契約書面の記載内容と確定書面の記載内容との間又は確定書面の記載内容と実際に提供された旅行サービスの内容との間に変更が生じたときは、それぞれの変更につき一件として取り扱います。

Note 3. If transport facilities related to the alterations described in (3) or (4) above involve the use of accommodation facilities, each overnight stay shall be treated as one case.

注三 第三号又は第四号に掲げる変更に係る運送機関が宿泊設備の利用を伴うものである場合は、一泊につき一件として取り扱います。

Note 4. Alternations in the names of companies operating transport facilities under (4) above will not be applicable in cases where alterations involve changes to a higher class or more sophisticated facilities.

注四 第四号に掲げる運送機関の会社名の変更については、等級又は設備がより高いものへの変更を伴う場合には適用しません。

Note 5. Even if the alterations described in (4) or (7) or (8) above take place in multiple cases during one ride on a transport vehicle or one overnight stay, each one ride or each one overnight stay shall be treated as one case respectively.

注五 第四号又は第七号若しくは第八号に掲げる変更が一乗車船等又は一泊の中で複数生じた場合であっても、一乗車船等又は一泊につき一件として取り扱います。

Note 6. In case of alterations described in (9) above, the percentages from (1) through (8) shall not be applied. Only that of the percentage as listed under (9) shall be applied.

注六 第九号に掲げる変更については、第一号から第八号までの率を適用せず、第九号によります。

Rules of Special Compensation / 別紙 特別補償規程

Chapter 1 - Payment of Compensation Money, etc. / 第一章 補償金等の支払い

Article 1 - Our Company's liability for Payment / 当社の支払責任

01.01. If a Traveler participating in our Customized Tour has suffered injuries to his/her body due to a sudden and extraneous accident (hereinafter to be referred to as the "Accident") while he/she is participating in the said Tour, we shall pay to the Traveler or his/her legal heir Compensation for Death and Residual Disability as well as a Solatium for hospitalization and for hospital visit s(hereinafter referred to as the "Compensation, etc.") in accordance with the provisions from Chapters 1 through Chapter 4.

01.02. The injuries referred to in the preceding Paragraph, 01.01, include poisoning symptoms which rapidly develop when toxic gases or poisonous materials are inhaled, absorbed or taken in from outside the body accidentally (excluding the poisoning symptoms which develop as a result of continuous inhalation, absorption or ingestion.), but do not include bacterial food poisoning.

第一条 当社は、当社が実施する企画旅行に参加する旅行者が、その企画旅行参加中に急激かつ偶然な外来の事故(以下「事故」といいます。)によって身体に傷害を被ったときに、本章から第四章までの規定により、旅行者又はその法定相続人に死亡補償金、後遺障害補償金、入院見舞金及び通院見舞金(以下「補償金等」といいます。)を支払います。

2 前項の傷害には、身体外部から有毒ガス又は有毒物質を偶然かつ一時に吸入、吸収又は摂取したとき に急激に生ずる中毒症状(継続的に吸入、吸収又は摂取した結果生ずる中毒症状を除きます。)を含みます。ただし、細菌性食物中毒は含みません。

Article 2 - Definition of Terminology / 用語の定義

02.01. In these Rules of Special Compensation, "Organized Tour" shall mean those Tours defined in the first Paragraph of Article 2 of the "Subscription Type Package Tour Contract" Section and in the first Paragraph of Article 2 of the "Order-Taking Type Customized Tour" Section respectively.

02.02. In these Rules of Special Compensation, "While Participating in the Organized Tour" shall mean the period between the time when the Traveler starts receiving the services of the first group of transport and accommodation facilities, etc. which are specified in the itinerary of the said Organized Tour offered by the tickets arranged by our Company beforehand with an aim for the Traveler to participate in the Organized Tour up to the time when the Traveler finishes receiving the services of the last group of transport and accommodation facilities, etc. However, if the Traveler deviates from the route of the Organized Tour specified beforehand, when the said Traveler has notified us beforehand of the scheduled dates and times of his departure and return, the period from the time of his/her departure until the time of his/her return shall be considered as "While Participating in the Organized Tour." However, when the said Traveler departs from the said Tour without notifying us beforehand of the scheduled dates and times of his/her departure and return or without planning to return to rejoin the Tour, the period of his/her departure till the time of his/her return or the period after his/her departure shall not be considered as "While Participating in the Organized Tour." Also in cases where the itinerary of the said Organized Tour includes the dates specified for the Traveler not to receive the service of the transport and accommodation facilities, etc. arranged by us (according to the standard time of the touring point), when it is clearly described in the Contract Document that the Compensation and Solatium for the damage suffered by the said Traveler on the said dates shall not be paid as provided in the Rules of Special Compensation, the said dates shall not be considered as "While Participating in the Organized Tour."

02.03. "The time when the Traveler starts receiving the service" in the preceding Paragraph, 02.02, shall mean one of the times in the following cases:

- (1) The time when the reception by our Tour Escort, our Employee or our Business Agent is finished in cases where the reception is handled by them.
- (2) In cases where the reception is not handled as described in the preceding case, one of the times in the following cases shall apply:

- (a) If the first transport and accommodation facilities, etc. are aircraft, the time when the check-in is finished.
- (b) If the first transport and accommodation facilities, etc. are vessels, the time when the boarding procedure is finished.
- (c) If the first transport and accommodation facilities, etc. are railroads, the time when ticket examination is finished or the time when the Traveler has boarded the relevant train in cases where ticket examination is not conducted.
- (d) If the first transport and accommodation facilities, etc. are wheeled vehicles, the time when the Traveler has boarded them.
- (e) If the first transport and accommodation facilities, etc. are accommodation facilities, the time when the Traveler has entered such facilities.
- (f) If the first transport and accommodation facilities, etc. are other than accommodation facilities, the time when the procedure to utilize the said facilities is finished.

02.04. "The time when the acceptance of services is finished" shall mean one of the times in the following cases:

- (1) 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.
- (2) If the announcement of the dismissal described in the preceding case is not conducted,
 - (a) If the first transport and accommodation facilities, etc. are aircraft, the time when the Traveler has exited the airport compound where only Travelers are allowed to enter.
 - (b) If the first transport and accommodation facilities, etc. are vessels, the time when the Traveler has disembarked the vessel.
 - (c) If the first transport and accommodation facilities, etc. are railroads, the time when ticket examination is finished or the time when the Traveler has disembarked the relevant train in cases where ticket examination is not conducted.
 - (d) If the first transport and accommodation facilities, etc. are wheeled vehicles, the time when the Traveler has disembarked them.
 - (e) If the first transport and accommodation facilities, etc. are accommodation facilities, the time when the Traveler has exited such facilities.
 - (f) If the first transport and accommodation facilities, etc. are other than accommodation facilities, the time when the Traveler has exited the said facilities.

第二条 この規程において「企画旅行」とは、標準旅行業約款募集型企画旅行契約の部第二条第一項及び受注型企画旅行契約の部第二条第一項に定めるものをいいます。

2 この規程において「企画旅行参加中」とは、旅行者が企画旅行に参加する目的をもって当社があらかじめ手配した乗車券類等によって提供される当該企画旅行日程に定める最初の運送・宿泊機関等のサービスの提供を受けることを開始した時から最後の運送・宿泊機関等のサービスの提供を受けることを完了した時までの期間をいいます。ただし、旅行者があらかじめ定められた企画旅行の行程から離脱する場合において、離脱及び復帰の予定日時をあらかじめ当社に届け出ていたときは、離脱の時から復帰の予定の時までの間は「企画旅行参加中」とし、また、旅行者が離脱及び復帰の予定日時をあらかじめ当社に届け出ることなく離脱したとき又は復帰の予定なく離脱したときは、その離脱の時から復帰の時までの間又はその離脱した時から後は「企画旅行参加中」とはいたしません。また、当該企画旅行日程に、旅行者が当社の手配に係る運送・宿泊機関等のサービスの提供を一切受けない日(旅行地の標準時によります。)が定められている場合において、その旨及び当該日に生じた事故によって旅行者が被った損害に対しこの規程による補償金及び見舞金の支払いが行われない旨を契約書面に明示したときは、当該日は「企画旅行参加中」とはいたしません。

3 前項の「サービスの提供を受けることを開始した時」とは、次の各号のいずれかの時をいいます。

- 一 添乗員、当社の使用人又は代理人が受付を行う場合は、その受付完了時
- 二 前号の受付が行われない場合において、最初の運送・宿泊機関等が、
 - イ 航空機であるときは、乗客のみが入場できる飛行場構内における手荷物の検査等の完了時
 - ロ 船舶であるときは、乗船手続の完了時
 - ハ 鉄道であるときは、改札の終了時又は改札のないときは当該列車乗車時

ニ 車両であるときは、乗車時

ホ 宿泊機関であるときは、当該施設への入場時

ヘ 宿泊機関以外の施設であるときは、当該施設の利用手続終了時とします。

4 第二項の「サービスの提供を受けることを完了した時」とは、次の各号のいずれかの時をいいます。

一 添乗員、当社の使用人又は代理人が解散を告げる場合は、その告げた時

二 前号の解散の告知が行われない場合において、最後の運送・宿泊機関等が、

イ 航空機であるときは、乗客のみが入場できる飛行場構内からの退場時

ロ 船舶であるときは、下船時

ハ 鉄道であるときは、改札終了時又は改札のないときは当該列車降車時

ニ 車両であるときは、降車時

ホ 宿泊機関であるときは、当該施設からの退場時

ヘ 宿泊機関以外の施設であるときは、当該施設からの退場時とします。

Chapter 2 - Cases where Compensation, etc. is not Paid / 第二章 補償金等を支払わない場合

Article 3 - Cases where Compensation, etc. is not Paid(1) / 補償金等を支払わない場合-その一

03.01. We shall not pay Compensation, etc. in cases where the injuries are caused by the

causes listed below:

- (1) Willfulness of the Traveler, except in the case of injuries caused to persons other than the Traveler.
- (2) Willfulness of the person who is due to receive the Compensation for Death, except the amount of the said Compensation for Death which is receivable by another person in case the said person is the recipient of part of the Compensation for Death.
- (3) Suicidal, criminal, or combative acts of the Traveler, except in the case of injuries suffered by persons other than the Traveler.
- (4) Accidents caused while the Traveler is driving an automobile or motorized bicycle without having the driving qualification designated by ordinance or in a state incapable of normal driving such as under the influence of alcohol, except in the case of injuries suffered by persons other than the said Traveler.
- (5) Accidents caused while the Traveler is behaving willfully against the law or is receiving illegal services, except in the case of injuries suffered by persons other than the said Traveler.
- (6) Brain disease, illness or insanity of the Traveler, except in the case of injuries suffered by persons other than the said Traveler.
- (7) Pregnancy, childbirth, premature birth, miscarriage, surgical operations, or other medical procedures of the Traveler, except in the case of treatment for injuries for which we are obligated to compensate.
- (8) Accidents caused while the Traveler is undergoing execution of his criminal sentence or is in custody or in jail.
- (9) War, use of force by a foreign power, revolution, takeover of the government, armed rebellion, or other incident or civil commotion similar to these (meaning, in these Special Compensation Rules, the state of affairs, which is considered an important situation from the viewpoint of security and maintenance of public order and peace throughout or in parts of a country by collective action of a mob or a large number of people).
- (10) 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 matters contaminated by nuclear fuel material (including atomic fission products).

(11) Accidents caused following the causes described in the preceding two cases or accidents arising from the confusion of social order following them.

(12) Exposure to radiation or radioactive contamination other than the case described in (10) above.

03.02. We shall not pay Compensation, etc. for cervical syndrome (a so-called whiplash injury) or lower-back pain without any objective symptoms, regardless of the causes.

第三条 当社は、次の各号に掲げる事由によって生じた傷害に対しては補償金等を支払いません。

- 一 旅行者の故意。ただし、当該旅行者以外の者が被った傷害については、この限りではありません。
- 二 死亡補償金を受け取るべき者の故意。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。
- 三 旅行者の自殺行為、犯罪行為又は闘争行為。ただし、当該旅行者以外の者が被った傷害については、この限りではありません。
- 四 旅行者が法令に定められた運転資格を持たないで、又は酒に酔って正常な運転ができないおそれがある状態で自動車又は原動機付自転車を運転している間に生じた事故。ただし、当該旅行者以外の者が被った傷害については、この限りではありません。
- 五 旅行者が故意に法令に違反する行為を行い、又は法令に違反するサービスの提供を受けている間に生じた事故。ただし、当該旅行者以外の者が被った傷害については、この限りではありません。
- 六 旅行者の脳疾患、疾病又は心神喪失。ただし、当該旅行者以外の者が被った傷害については、この限りではありません。
- 七 旅行者の妊娠、出産、早産、流産又は外科的手術その他の医療処置。ただし、当社の補償すべき傷害を治療する場合には、この限りではありません。
- 八 旅行者の刑の執行又は拘留若しくは入監中に生じた事故
- 九 戦争、外国の武力行使、革命、政権奪取、内乱、武装反乱その他これらに類似の事変又は暴動(この規程においては、群衆又は多数の者の集団の行動によって、全国又は一部の地区において著しく平穏が害され、治安維持上重大な事態と認められる状態をいいます。)
- 十 核燃料物質(使用済燃料を含みます。以下同様とします。)若しくは核燃料物質によって汚染された物(原子核分裂生成物を含みます。)の放射性、爆発性その他の有害な特性又はこれらの特性による事故
- 十一 前二号の事由に随伴して生じた事故又はこれらに伴う秩序の混乱に基づいて生じた事故
- 十二 第十号以外の放射線照射又は放射能汚染

2 当社は、原因のいかんを問わず、頸部症候群(いわゆる「むちうち症」)又は腰痛で他覚症状のないものに対して、補償金等を支払いません。

Article 4 - Cases where Compensation, etc. is not Paid(2) / 補償金等を支払わない場合-その二

04.01. We shall not pay Compensation, etc. as provided in the preceding Article 3, in the case of Organized Tours aimed at inland trips, and also in the cases of injuries caused by the causes listed in the following cases:

- (1) Earthquake, volcanic eruption or tsunami.
- (2) Accidents caused following the causes described in the preceding case or accidents arising from the confusion of social order incidental to them.

第四条 当社は、国内旅行を目的とする企画旅行の場合においては、前条に定めるほか、次の各号に掲げる事由によって生じた傷害に対しても、補償金等を支払いません。

- 一 地震、噴火又は津波
- 二 前号の事由に随伴して生じた事故又はこれらに伴う秩序の混乱に基づいて生じた事故

Article 5 - Cases where Compensation, etc. is not Paid(3) / 補償金等を支払わない場合-その三

05.01. We shall not pay Compensation, etc. for the injuries listed in the following cases unless the action described in each case is included in the itinerary of the Organized Tour as designated by us beforehand. However, if the action described in each case is included in the itinerary of the said Tour, we shall pay Compensation, etc. for injuries suffered due to a similar action while the Traveler is participating in the Organized Tour not included in the itinerary:

- (1) Injuries suffered while the Traveler is engaged in the activities designated in Schedule I.
- (2) Injuries suffered while the Traveler is engaged in a match, race, or show (including practices 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 shall pay Compensation, etc. for the injuries suffered while the Traveler is doing these things on the road even if they are not included in the itinerary of the Organized Tour.
- (3) Injuries suffered while the Traveler is piloting an aircraft other than one flying on a course designated by an air transport company (regardless of whether or not it is a regular commercial flight.)

第五条 当社は、次の各号に掲げる傷害に対しては、各号の行為が当社があらかじめ定めた企画旅行の旅行日程に含まれている場合でなければ、補償金等を支払いません。ただし、各号の行為が当該旅行日程に含まれている場合においては、旅行日程外の企画旅行参加中に、同種の行為によって生じた傷害に対しても、補償金等を支払います。

- 一 旅行者が別表第一に定める運動を行っている間に生じた傷害
- 二 旅行者が自動車、原動機付自転車又はモーターボートによる競技、競争、興行(いずれも練習を含みます。)又は試運転(性能試験を目的とする運転又は操縦をいいます。)をしている間に生じた傷害。ただし、自動車又は原動機付自転車を用いて道路上でこれらのことを行っている間に生じた傷害については、企画旅行の旅行日程に含まれていなくとも補償金等を支払います。
- 三 航空運送事業者が路線を定めて運行する航空機(定期便であると不定期便であると問いません。)以外の航空機を旅行者が操縦している間に生じた傷害

Article 5-2 - Cases where Compensation, etc. is not Paid(4) / 補償金等を支払わない場合-その四

05-2.01. We may not pay Compensation, etc. in case the Traveler or the person due to receive Compensation for Death falls on any of the following conditions:

- (1) When we determine that the Traveler or the person due to receive Compensation for Death is a member of antisocial group.
- (2) When we determine that the Traveler or the person due to receive Compensation for Death funds any antisocial group or involves in giving it any convenience.
- (3) When we determine that the Traveler or the person due to receive Compensation for Death takes advantage of any antisocial group in an illegal or incorrect way.
- (4) When the Traveler or the person due to receive Compensation for Death is in relationship with any antisocial group in a way the society criticizes the relationship.

第五条の二 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。

Chapter 3 - Types of Compensation, etc. and Amounts Payable / 第三章 補償金等の種類及び支払額

Article 6 - Payment of Compensation for Death / 死亡補償金の支払い

06.01. If the Traveler has suffered an injury as described in Article 1 and died as a direct result of the relevant accident within 180 days from the day of the said accident, we shall pay to the legal heir of the Traveler Compensation for Death in the amount of ¥25 million in the case of an Organized Tour aimed at an overseas trip and in the amount of ¥15 million (hereinafter to be referred to as the "Compensable Amount") in the case of an Organized Tour aimed at an inland trip, per Traveler respectively. If, however, the Compensation for Residual Disability has already been paid to the said Traveler, we shall pay the balance remaining after deducting the Compensation paid from the Compensation due.

第六条 当社は、旅行者が第一条の傷害を被り、その直接の結果として、事故の日から百八十日以内に死亡した場合は、旅行者一名につき、海外旅行を目的とする企画旅行においては二千五百万円、国内旅行を目的とする企画旅行においては千五百万円(以下「補償金額」といいます。)を死亡補償金として旅行者の法定相続人に支払います。ただし、当該旅行者について、既に支払った後遺障害補償金がある場合は、補償金額から既に支払った金額を控除した残額を支払います。

Article 7 - Payment of Compensation for Residual Disability / 後遺障害補償金の支払い

07.01 In cases where the Traveler has suffered an injury as described in Article 1 and developed Residual Disability as a direct result of the said injury within 180 days from the day of the said accident (which means serious disability, remaining in his/her body, which is unrecoverable in the future or the loss of part of his/her body after the injury leading to this disability or loss has been healed; hereinafter to be interpreted likewise.), we shall pay Compensation for Residual Disability in the amount reached by multiplying the amount of Compensation by the percentage listed in each of the following cases in Schedule II.

07.02. Notwithstanding the provisions of the preceding Paragraph, 07.01, if the Traveler is in a condition still requiring treatment even after a lapse of 180 days from the day of the accident, we shall pay Compensation for Residual Disability after identifying the extent of his/her residual disability based on the diagnosis of a physician on the 181st day counted from the day of the accident.

07.03. As for any Residual Disability not listed in the cases of Schedule II, we shall determine the payable amount of Compensation for Residual Disability according to the extent of the disability of the body and pursuant to the classification of the respective cases in Schedule II, regardless of the occupation, age, social status, etc. of the Traveler. However, if the relevant disability is not as serious as the functional disorder listed in 1 (3), 1 (4), 2 (3), 4 (4), and 5 (2) of Schedule II, we shall not pay Compensation for Residual Disability.

07.04. In the case of two or more types of Residual Disability being caused by the same accident, we shall pay the total amount of Compensation by applying the preceding three Paragraphs from 07.1 through 07.03 to the respective disabilities. However, in the case of Residual Disability of upper extremities (arms and hands) described in 7, 8, and 9 of Schedule II or the Residual Disability of lower extremities (legs and feet), the maximum amount payable per Traveler of the Compensation for Residual Disability of each extremity shall be 60% of the amount of Compensation.

07.05. The maximum amount payable by us for Residual Disability under each of the preceding Paragraphs from 07.01 through 07.04 shall be the amount of Compensation payable per Traveler per Organized Tour.

第七条 当社は、旅行者が第一条の傷害を被り、その直接の結果として、事故の日から百八十日以内に後遺障害(身体に残された将来においても回復できない機能の重大な障害又は身体の一部の欠損で、かつ、その原因となった傷害が治った後のものをいいます。以下同様とします。)が生じた場合は、旅行者一名につき、補償金額に別表第二の各号に掲げる割合を乗じた額を後遺障害補償金として旅行者に支払います。

2 前項の規定にかかわらず、旅行者が事故の日から百八十日を超えてなお治療を要する状態にあるときは、当社は、事故の日から百八十一日目における医師の診断に基づき後遺障害の程度を認定して、後遺障害補償金を支払います。

3 別表第二の各号に掲げていない後遺障害に対しては、旅行者の職業、年齢、社会的地位等に関係なく、身体の障害の程度に応じ、かつ、別表第二の各号の区分に準じ後遺障害補償金の支払額を決定します。ただし、別表第二の一(三)、一(四)、二(三)、四(四)及び五(二)に掲げる機能障害に至らない障害に対しては、後遺障害補償金を支払いません。

4 同一事故により二種以上の後遺障害が生じた場合には、当社は、その各々に対し前三項を適用し、その合計額を支払います。ただし、別表第二の七、八及び九に規定する上肢(腕及び手)又は下肢(脚及び足)の後遺障害に対しては、一肢ごとの後遺障害補償金は、補償金額の六〇%をもって限度とします。

5 前各項に基づいて当社が支払うべき後遺障害補償金の額は、旅行者一名に対して一企画旅行につき、補償金額をもって限度とします。

Article 8 - Payment of Solatium for Hospitalization / 入院見舞金の支払い

08.01. In cases where the Traveler has suffered an injury as described in Article 1, and, as a direct result of such a injury, has become unable to engage in daily work or to lead a normal life, and has been hospitalized (meaning that although treatment by a physician is required, treatment at home is so difficult that the patient is hospitalized at a hospital or clinic to receive concerted treatment under the physician's care. Hereinafter to be interpreted likewise in this Article.), we shall pay a Solatium for hospitalization according to the number of days hospitalized under the following classification:

(1) In the case of an Organized Tour aimed at an Overseas Trip:

- (a) In cases where the Traveler has suffered injury requiring hospitalization for 180 days or more: ¥400,000
- (b) In cases where the Traveler has suffered injury requiring hospitalization for 90 days or more but less than 180 days: ¥200,000
- (c) In cases where the Traveler has suffered injury requiring hospitalization for 7 days or more but less than 90 days: ¥100,000
- (d) In cases where the Traveler has suffered injury requiring hospitalization for less than 7 days: ¥40,000

(2) In the case of an Organized Tour aimed at an Inland Trip:

- (a) In cases where the Traveler has suffered injury requiring hospitalization for 180 days or more: ¥200,000
- (b) In cases where the Traveler has suffered injury requiring hospitalization for 90 days or more but less than 180 days: ¥100,000
- (c) In case the Traveler has suffered injury requiring hospitalization for 7 days or more but less than 90 days: ¥50,000
- (d) In cases where the Traveler has suffered injury requiring hospitalization for less than 7 days: ¥20,000

08.02. Even when the Traveler is not hospitalized, if the said Traveler's injury falls under any one of the cases listed in Schedule III, and the said Traveler has received treatment by a physician, the period during which the said Traveler has been placed under such a state shall be considered as the number of days requiring hospitalization when applying the provision of the preceding Paragraph, 8.01.

08.03. If a Solatium for Hospitalization plus Compensation for Death or a Solatium for Hospitalization plus Compensation for Residual Disability is payable per Traveler at the same time, we shall pay the total amount of such payments.

第八条 当社は、旅行者が第一条の傷害を被り、その直接の結果として、平常の業務に従事すること又は 平常の生活ができなくなり、かつ、入院(医師による治療が必要な場合において、自宅等での治療が困難なため、病院又は診療所に入り、常に医師の管理下において治療に専念することをいいます。以下この条において同様とします。)した場合は、その日数(以下「入院日数」といいます。)に対し、次の区分に従って入院見舞金を旅行者に支払います。

一 海外旅行を目的とする企画旅行の場合

- イ 入院日数百八十日以上以上の傷害を被ったとき。 四十万円
- ロ 入院日数九十日以上百八十日未満の傷害を被ったとき。 二十万円
- ハ 入院日数七日以上九十日未満の傷害を被ったとき。 十万円
- ニ 入院日数七日未満の傷害を被ったとき。 四万円

二 国内旅行を目的とする企画旅行の場合

- イ 入院日数百八十日以上以上の傷害を被ったとき。 二十万円
- ロ 入院日数九十日以上百八十日未満の傷害を被ったとき。 十万円
- ハ 入院日数七日以上九十日未満の傷害を被ったとき。 五万円
- ニ 入院日数七日未満の傷害を被ったとき。 二万円

2 旅行者が入院しない場合においても、別表第三の各号のいずれかに該当し、かつ、医師の治療を受けたときは、その状態にある期間については、前項の規定の適用上、入院日数とみなします。

3 当社は、旅行者一名について入院見舞金と死亡補償金又は入院見舞金と後遺障害補償金を重ねて支払うべき場合には、その合計額を支払います。

Article 9 - Payment of a Solatium for Hospital Visits / 通院見舞金の支払い

09.01. If the Traveler has suffered an injury as described in Article 1, and, as a direct result of such an injury, has experienced difficulty in engaging in normal work or leading a normal life, and has needed to visit a hospital (which means that when 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 has exceeded 3 days, we shall pay to the Traveler a Solatium for Hospital Visits according to the said number of days under the following classification:

(1) In the case of an Organized Tour aimed at an Overseas Trip:

- (a) In cases where the Traveler has suffered injury requiring Hospital Visits for 90 days or more: ¥100,000
- (b) In cases where the Traveler has suffered injury requiring Hospital Visits for 7 days or more but less than 90 days: ¥50,000
- (c) In cases where the Traveler has suffered injury requiring Hospitalization for 3 days or more but less than 7 days: ¥20,000

(2) In the case of an Organized Tour aimed at an Inland Trip:

- (a) In cases where the Traveler has suffered injury requiring Hospital Visits for 90 days or more: ¥50,000
- (b) In cases where the Traveler has suffered injury requiring Hospital Visits for 7 days or more but less than 90 days: ¥25,000
- (c) In cases where the Traveler has suffered injury requiring Hospitalization for 3 days or more but less than 7 days: ¥10,000

(2) Even when the Traveler does not make Hospital Visits, if 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. attached all the time to the part of his/her body suffering from the injury, such as a bone fracture, under the instruction of a physician, the period of such a state shall be considered as the number of days spent for Hospital Visits when applying the provision of the preceding Paragraph, 09.01.

(3) We shall not pay a Solatius for the Hospital Visits made after the injury suffered has been healed to such an extent as considered not to be so troublesome as to prevent the Traveler from engaging in normal work or leading a normal life.

(4) We shall not pay a Solatius for Hospital Visits made after the lapse of 180 days from the day of the accident under any circumstances.

(5) In cases where both a Solatium for Hospital Visit plus Compensation for Death or a Solatium for Hospital Visit plus Compensation for Residual Disability is payable per Traveler at the same time, we shall pay the total amount of such payments.

第九条 当社は、旅行者が第一条の傷害を被り、その直接の結果として、平常の業務に従事すること又は 平常の生活に支障が生じ、かつ、通院（医師による治療が必要な場合において、病院又は診療所に通い、 医師の治療を受けること（往診を含みます。）をいいます。以下この条において同様とします。）した場合において、その日数（以下「通院日数」といいます。）が三日以上となったときは、当該日数に対し、次の区分に従って通院見舞金を旅行者に支払います。

一 海外旅行を目的とする企画旅行の場合

- イ 通院日数九十日以上 の傷害を被ったとき。 十万円
- ロ 通院日数七日以上九十日未満 の傷害を被ったとき。 五万円
- ハ 通院日数三日以上七日未満 の傷害を被ったとき。 二万円

二 国内旅行を目的とする企画旅行の場合

- イ 通院日数九十日以上 の傷害を被ったとき。 五万円
- ロ 通院日数七日以上九十日未満 の傷害を被ったとき。 二万五千元
- ハ 通院日数三日以上七日未満 の傷害を被ったとき。 一万円

2 旅行者が通院しない場合においても、骨折等の傷害を被った部位を固定するために医師の指示によりギプス等を常時装着した結果、平常の業務に従事すること又は平常の生活に著しい支障が生じたと当社が認めたときは、その状態にある期間については、前項の規定の適用上、通院日数とみなします。

3 当社は、平常の業務に従事すること又は平常の生活に支障がない程度に傷害が治ったとき以降の通院に対しては、通院見舞金を支払いません。

4 当社は、いかなる場合においても、事故の日から百八十日を経過した後の通院に対しては、通院見舞金を支払いません。

5 当社は、旅行者一名について通院見舞金と死亡補償金又は通院見舞金と後遺障害補償金を重ねて支払うべき場合には、その合計額を支払います。

Article 10 - Special Rules Concerning Payment of a Solatium for Hospitalization and a Solatium for Hospital Visits / 入院見舞金及び通院見舞金の支払いに関する特則

10.01 If the number of days required for Hospitalization and the number of days for Hospital Visits exceeds one day per Traveler respectively, notwithstanding the provisions of the preceding two Articles 8 and 9, we shall pay only whichever amount is larger among the Solatium described in each of the following cases (if both amounts are the same, the Solatium described in (1)):

- (1) A Solatium for Hospitalization, payable by us for the number of days of hospitalization.
- (2) A Solatium for Hospitalization, payable by us for the number of days spent for Hospital Visits, by regarding the number of days reached by adding the said number of days in the hospital to the said number of days spent for Hospital Visits (excluding the period for which we must pay Solatium for Hospitalization) as the number of days spent for hospital visits.

第十条 当社は、旅行者一名について入院日数及び通院日数がそれぞれ一日以上となった場合は、前二条の規定にかかわらず、次の各号に掲げる見舞金のうちいずれか金額の大きいもの(同額の場合には、第一号に掲げるもの)のみを支払います。

- 一 当該入院日数に対し当社が支払うべき入院見舞金
- 二 当該通院日数(当社が入院見舞金を支払うべき期間中のものを除きます。)に当該入院日数を加えた日数を通院日数とみなした上で、当該日数に対し当社が支払うべき通院見舞金

Article 11 - Presumption of Death / 死亡の推定

11.01. If and when the Traveler has not been found even after 30 days have passed after the aircraft or vessel which the Traveler had boarded has been reported missing, or lost, the said Traveler will be presumed dead on the day when the said aircraft or said vessel was reported missing or lost.

第十一条 旅行者が搭乗する航空機若しくは船舶が行方不明となつてから、又は遭難してから三十日を経過してもなお旅行者が発見されないときは、航空機若しくは船舶が行方不明となつた日又は遭難した日に、旅行者が第一条の傷害によって死亡したものと推定します。

Article 12 - Influence of Other Physical Disabilities or Illnesses / 他の身体障害又は疾病の影響

12.01. If the injury described in Article 1 has become 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, the amount equal to the situation excluding those influences shall be determined and paid.

第十二条 旅行者が第一条の傷害を被ったとき既に存在していた身体障害若しくは疾病の影響により、又は第一条の傷害を被った後にその原因となった事故と関係なく発生した傷害若しくは疾病の影響により第一条の傷害が重大となったときは、その影響がなかった場合に相当する金額を決定してこれを支払います。

Chapter 4 - Occurrence of Accident and Procedures for Requesting Payment of Compensation, etc. / 第四章 事故の発生及び補償金等の請求の

手続

Article 13 - Request for Explanation, etc. Concerning Extent of Injuries, etc. / 傷害程度等に関する説明等の請求

13.01. If the Traveler has suffered an injury described in Article 1, there are cases where we may request that the said Traveler or the person due to receive Compensation for Death explain the extent of the said injury and produce an outline 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 expected to receive Compensation for Death will be required to cooperate with us and comply with these requests.

13.02. If the Traveler has suffered an injury described in Article 1 due to causes unrelated to us, the Traveler or the person due to receive Compensation for Death will be required to report to us the outline, etc. of the accident leading to the said injury within 30 days from the day of the said accident.

13.03. When the Traveler or the person due to receive Compensation for Death has violated the provisions of the preceding two Paragraphs, 13.01 and 13.02, or has failed to inform us of the facts known to them in the explanation or report required or has given a false statement, we shall not pay Compensation, etc.

第十三条 旅行者が第一条の傷害を被ったときは、当社は、旅行者又は死亡補償金を受け取るべき者に対し、傷害の程度、その原因となった事故の概要等について説明を求め、又は旅行者の身体の診療若しくは死体の検案を求めることがあります。この場合において、旅行者又は死亡補償金を受け取るべき者は、これらの求めに協力しなければなりません。

2 旅行者又は死亡補償金を受け取るべき者は、当社の関知しない事由により第一条の傷害を被ったときは、傷害の程度、その原因となった事故の概要等について、当社に対し、当該事故の日から三十日以内に報告しなければなりません。

3 旅行者又は死亡補償金を受け取るべき者が、当社の認める正当な理由なく前二項の規定に違反したとき又はその説明若しくは報告につき知っている事実を告げず、若しくは不実のことを告げたときは、当社は、補償金等を支払いません。

Article 14 - Request for Payment of Compensation, etc. / 補償金等の請求

14.01. When the Traveler or the person due to receive Compensation for Death wishes to receive payment of Compensation, etc., he/she will be required to submit the following documents and a bill requesting payment of Compensation, etc. on the form designated by us:

(1) Claiming payment of Compensation for Death:

- (a) Copy of the deceased's family register and a copy of the legal heir's family register and a certificate of seal impression
- (b) Certificate of the accident, issued by a public agency (or by a third party under unavoidable circumstances)
- (c) Death certificate or postmortem certificate of the Traveler

(2) Claiming payment of Compensation for Residual Disability:

- (a) Seal certificate of the Traveler

- (b) Certificate of the accident issued by a public agency (or by a third party under unavoidable circumstances)
- (c) Physician's statement certifying the extent of the Residual Disability
- (3) Claiming payment of a Solatium for Hospitalization:
 - (a) Certificate of the accident issued by a public agency (or by a third party under unavoidable circumstances)
 - (b) Physician's statement certifying the extent of the Residual Disability
 - (c) Certifying document issued by the hospital or clinic certifying the number of days of Hospitalization or Hospital Visits
- (4) Claiming payment of a Solatium for Hospital Visits:
 - (a) Certificate of the accident issued by a public agency (or by a third party under unavoidable circumstances)
 - (b) Physician's statement certifying the extent of the injury
 - (c) Certifying document issued by the hospital or clinic certifying the number of days of Hospitalization or Hospital Visits

14.02. There are cases where we require the submission of documents other than those listed above in the preceding Paragraph, 14.01, or where we admit omission of part of the documents to be submitted under the preceding Paragraph, 14.01.

14.03. In cases where the Traveler or the person due to receive Compensation for Death has acted against the provision of the first Paragraph, 14.01 or has not informed us of the facts known to them concerning the documents submitted or has given a false statement, we shall not pay Compensation, etc.

第十四条 旅行者又は死亡補償金を受け取るべき者が補償金等の支払いを受けようとするときは、当社に対し、当社所定の補償金等請求書及び次に掲げる書類を提出しなければなりません。

- 一 死亡補償金請求の場合
 - イ 旅行者の戸籍謄本並びに法定相続人の戸籍謄本及び印鑑証明書
 - ロ 公の機関(やむを得ない場合には、第三者)の事故証明書
 - ハ 旅行者の死亡診断書又は死体検案書
- 二 後遺障害補償金請求の場合
 - イ 旅行者の印鑑証明書
 - ロ 公の機関(やむを得ない場合には、第三者)の事故証明書
 - ハ 後遺障害の程度を証明する医師の診断書
- 三 入院見舞金請求の場合
 - イ 公の機関(やむを得ない場合には、第三者)の事故証明書
 - ロ 傷害の程度を証明する医師の診断書
 - ハ 入院日数又は通院日数を記載した病院又は診療所の証明書類
- 四 通院見舞金請求の場合
 - イ 公の機関(やむを得ない場合には、第三者)の事故証明書
 - ロ 傷害の程度を証明する医師の診断書
 - ハ 入院日数又は通院日数を記載した病院又は診療所の証明書類

2 当社は、前項以外の書類の提出を求めること又は前項の提出書類の一部の省略を認めることがあります。

3 旅行者又は死亡補償金を受け取るべき者が第一項の規定に違反したとき又は提出書類につき知っている事実を告げず、若しくは不実のことを告げたときは、当社は、補償金等を支払いません。

15.01. Even when we have paid Compensation, etc., the right held by the Traveler or his/her legal heir to claim Compensation from a third party for the injury suffered by the Traveler will not be transferred to us.

第十五条 当社が補償金等を支払った場合でも、旅行者又はその相続人が旅行者の被った傷害について第三者に対して有する損害賠償請求権は、当社に移転しません。

Chapter 5 - Compensation for Damage to Personal Belongings / 第五章 携帯品損害補償

Article 16 - Our Company's Responsibility to Pay / 当社の支払責任

16.01. If the Traveler participating in the Organized Tour being implemented by our Company happens to have his/her personal belongings (hereinafter to be referred to as "Compensable Goods") damaged accidentally while the said Traveler is participating in the said Organized Tour, we shall pay Compensation for Damage to personal belongings (hereinafter to be referred to as "Compensation for Damage").

第十六条 当社は、当社が実施する企画旅行に参加する旅行者が、その企画旅行参加中に生じた偶然な事 故によってその所有の身の回り品(以下「補償対象品」といいます。)に損害を被ったときに、本章の規定により、携帯品損害補償金(以下「損害補償金」といいます。)を支払います。

Article 17-1 - Cases Where Compensation for Damage Is Not Paid(1) / 損害補償金を支払わない場合-その一

17.01. We shall not pay Compensation for Damage for the damage caused by the causes listed in each of the following cases:

- (1) Willfulness of the Traveler, except for damages suffered by persons other than the said Traveler.
- (2) Willfulness 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 Compensation for Damage.
- (3) Suicidal, criminal or combative acts of the Traveler, except for damages suffered by persons other than the said Traveler.
- (4) Accidents caused while the Traveler is driving an automobile or motorized bicycle without having the driving qualification designated by ordinance 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.
- (5) Accidents caused while the Traveler is behaving willfully against the law or is receiving illegal services, except in the case of damages suffered by persons other than the said Traveler.
- (6) 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.
- (7) Defects in the Compensable Goods, except for defects that the Traveler or the person taking care of the Compensable Goods for him/her has not been able to detect even with considerable caution.
- (8) Ordinary wear and tear, rust, mold, discoloration, damage by rats, vermiculation, etc.
- (9) External damage which does not disable the function of the Compensable Goods.
- (10) Spill of liquid, which is the Compensable Goods, except for damage caused to other Compensable Goods as a result.
- (11) Misplaced or lost Compensable Goods.
- (12) Causes listed in Article 3 from 03.01(9) through 03.01(12).

17.02. In the case of an Organized Tour aimed at an Inland Tour, we shall not pay Compensation for Damage for the damage caused by the causes described in each of the following cases in addition to the cases defined in the preceding Paragraph, 07.01.

- (1) Earthquake, volcanic eruption or tsunami.
- (2) Accidents caused following the causes described in the preceding case or accidents caused from the confusion of social order incidental to them.

第十七条 当社は、次の各号に掲げる事由によって生じた損害に対しては、損害補償金を支払いません。

- 一 旅行者の故意。ただし、当該旅行者以外の者が被った損害については、この限りではありません。
- 二 旅行者と世帯を同じくする親族の故意。ただし、旅行者に損害補償金を受け取らせる目的でなかった場合は、この限りではありません。
- 三 旅行者の自殺行為、犯罪行為又は闘争行為。ただし、当該旅行者以外の者が被った損害については、この限りではありません。
- 四 旅行者が法令に定められた運転資格を持たないで、又は酒に酔って正常な運転ができないおそれがある状態で自動車又は原動機付自転車を運転している間に生じた事故。ただし、当該旅行者以外の者が被った損害については、この限りではありません。
- 五 旅行者が故意に法令に違反する行為を行い、又は法令に違反するサービスの提供を受けている間に生じた事故。ただし、当該旅行者以外の者が被った損害については、この限りではありません。
- 六 差押え、徴発、没収、破壊等国又は公共団体の公権力の行使。ただし、火災消防又は避難に必要な処置としてなされた場合を除きます。
- 七 補償対象品の瑕疵。ただし、旅行者又はこれに代わって補償対象品を管理する者が相当の注意をもってしても発見し得なかった瑕疵を除きます。
- 八 補償対象品の自然の消耗、さび、かび、変色、ねずみ食い、虫食い等
- 九 単なる外観の損傷であって補償対象品の機能に支障をきたさない損害
- 十 補償対象品である液体の流出。ただし、その結果として他の補償対象品に生じた損害については、この限りではありません。
- 十一 補償対象品の置き忘れ又は紛失
- 十二 第三条第一項第九号から第十二号までに掲げる事由

2 当社は、国内旅行を目的とする企画旅行の場合においては、前項に定めるほか、次の各号に掲げる事由によって生じた損害に対しても、損害補償金を支払いません。

- 一 地震、噴火又は津波
- 二 前号の事由に随伴して生じた事故又はこれらに伴う秩序の混乱に基づいて生じた事故

Article 17-2 - Cases Where Compensation for Damage Is Not Paid(2) / 損害補償金を支払わない場合-その二

17-2.01. We may not pay Compensation for Damage in case the Traveler falls on any of the following conditions:

- (1) When we determine that the Traveler is a member of antisocial group.
- (2) When we determine that the Traveler funds any antisocial group or involves in giving it any convenience.
- (3) When we determine that the Traveler takes advantage of any antisocial group in an illegal or incorrect way.
- (4) When the Traveler is a company and we determine that any antisocial group governs or virtually involves the management of the Traveler.
- (5) When the Traveler is in relationship with any antisocial group in a way the society criticizes the relationship.

第十七条の二 当社は、旅行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、損害補償金を支払わないことがあります。

- 一 反社会的勢力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 法人である場合において、反社会的勢力がその法人を支配し、又はその法人の経営に実質的に関与していると認められること。
- 五 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 18 - Compensable Goods and Its Scope / 補償対象品及びその範囲

18.01. The Compensable Goods shall be limited to the personal belongings owned and carried by the Traveler while participating in the Organized Tour.

18.02. Notwithstanding the provision of the preceding Paragraph, 18.01, items listed in the following cases shall not be included in Compensable Goods:

- (1) Cash, checks and other securities, documentary stamps, postage stamps, and the like.
- (2) Credit cards, coupons, air tickets, passports and the like.
- (3) Manuscripts, specifications, designs, commercial 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.).
- (4) Vessels (including yachts, motorboats and boats) and automobiles, motorized bicycles and their accessories.
- (5) Climbing equipment, expedition equipment and the like.
- (6) Dentures, artificial limbs, contact lenses and the like.
- (7) Animals and plants.
- (8) Other items specified by our Company beforehand.

第十八条 補償対象品は、旅行者が企画旅行参加中に携行するその所有の身の回り品に限ります。

2 前項の規定にかかわらず、次の各号に掲げるものは、補償対象品に含まれません。

- 一 現金、小切手その他の有価証券、印紙、切手その他これらに準ずるもの
- 二 クレジットカード、クーポン券、航空券、パスポートその他これらに準ずるもの
- 三 稿本、設計書、図案、帳簿その他これらに準ずるもの(磁気テープ、磁気ディスク、シー・ディー・ロム、光ディスク等情報機器(コンピュータ及びその端末装置等の周辺機器)で直接処理を行える記録媒体に記録されたものを含みます。)
- 四 船舶(ヨット、モーターボート及びボートを含みます。)及び自動車、原動機付自転車及びこれらの付属品
- 五 山岳登山用具、探検用具その他これらに類するもの
- 六 義歯、義肢、コンタクトレンズその他これらに類するもの
- 七 動物及び植物
- 八 その他当社があらかじめ指定するもの

Article 19 - Amount of Damage and Amount of Compensation for Damage / 損害額及び損害補償金の支払額

19.01. The amount of damage for which Compensation is payable by us (hereinafter to be referred to as the "Amount of Damage") shall be determined on the basis of either the value of the Compensable Goods at the place and time of the accident when the damage caused or the total amount of the repair charge required for restoring the Compensable Goods to the state immediately preceding the occurrence of the damage plus the amount described in the third Paragraph of the next Article, 20.03, whichever is lower.

19.02. In cases where the amount of damage per item or pair of the Compensable Goods exceeds ¥100,000 , we shall consider the amount of damage of the Compensable Goods to be ¥100,000 and apply the provision of the preceding Paragraph, 19.01.

19.03. The maximum amount of Compensation for Damage payable by us shall be ¥150,000 per Traveler per Organized Tour. However, if the amount of damage per Traveler does not exceed ¥3,000 for each one accident, we shall not pay Compensation for Damage.

第十九条 当社が損害補償金を支払うべき損害の額(以下「損害額」といいます。)は、その損害が生じた地及び時における補償対象品の価額又は補償対象品を損害発生の直前の状態に復するに必要な修繕費及び次条第三項の費用の合計額のいずれか低い方の金額を基準として定めることとします。

2 補償対象品の一個又は一対についての損害額が十万円を超えるときは、当社は、そのものの損害の額を十万円とみなして前項の規定を適用します。

3 当社が支払うべき損害補償金の額は、旅行者一名に対して一企画旅行につき十五万円をもって限度とします。ただし、損害額が旅行者一名について一回の事故につき三千円を超えない場合は、当社は、損害補償金を支払いません。

Article 20 - Prevention of Damage, etc. / 損害の防止等

20.01. 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:

- (1) Make efforts to prevent and reduce the damage.
- (2) Inform our Company of the extent of the damage, the outline of the accident causing the damage, and whether the Compensable Goods damaged is insured or not.
- (3) If the Traveler is able to receive Compensation for the damage from others, take necessary procedures to exercise his/her right.

20.02. When the Traveler has behaved against the provision of the preceding Paragraph, 20.01 (1), without justifiable cause, we shall regard the balance remaining after deducting the amount considered effective to prevent and reduce the damage as the amount of the damage, and when the Traveler has behaved against the provision of 20.01 (2), we shall not pay Compensation for Damage. Also in cases where the Traveler has behaved against the provision of 20.01 (3), we shall regard the balance remaining after deducting the amount considered receivable by exercising his/her right to obtain such an amount as the amount of the damage.

20.03. We shall pay the following expenses:

- (1) Expenses which we consider necessary or useful to prevent and reduce the damage prescribed in 20.01(1).
- (2) Expenses required to take procedures prescribed in 20.01 (3).

第二十条 旅行者は、補償対象品について第十六条に規定する損害が発生したことを知ったときは、次の事項を履行しなければなりません。

- 一 損害の防止軽減に努めること。
- 二 損害の程度、原因となった事故の概要及び旅行者が損害を被った補償対象品についての保険契約の有無を、遅滞なく当社に通知すること。
- 三 旅行者が他人から損害の賠償を受けることができる場合は、その権利の行使について必要な手続をとること。

2 当社は、旅行者が正当な理由なく前項第一号に違反したときは、防止軽減することができたと認められる額を差し引いた残額を損害の額とみなし、同項第二号に違反したときは、損害補償金を支払わず、また、同項第三号に違反したときは、取得すべき権利の行使によって受けることができたと認められる額を差し引いた残額を損害の額とみなします。

3 当社は、次に掲げる費用を支払います。

- 一 第一項第一号に規定する損害の防止軽減のために要した費用のうちで当社が必要又は有益であったと認めたもの
- 二 第一項第三号に規定する手続のために必要な費用

Article 21 - Request for Payment of Compensation for Damage / 損害補償金の請求

21.01. When the Traveler wishes to receive payment of Compensation for Damage, he/she will be required to submit to us a bill requesting payment of Compensation for Damage on the form designated by us as well as the following documents:

- (1) Certificate of the accident, issued by the police or an alternative third party.
- (2) Documents issued to certify the extent of the damage caused on the Compensable Goods.
- (3) Other documents requested by us.

21.02. If the Traveler has behaved against the provision of the preceding Paragraph, 21.01, or has willfully indicated untrue matter on the documents submitted or has forged or falsified these documents (to be considered likewise if he/she has had a third party commit these acts), we shall not pay Compensation for Damage.

第二十一条 旅行者は、損害補償金の支払いを受けようとするときは、当社に対し、当社所定の損害補償金請求書及び次に掲げる書類を提出しなければなりません。

- 一 警察署又はこれに代わるべき第三者の事故証明書
- 二 補償対象品の損害の程度を証明する書類
- 三 その他当社の要求する書類

2 旅行者が前項の規定に違反したとき又は提出書類につき故意に不実のことを表示し、又はその書類を偽造若しくは変造したとき(第三者をしてなさしめたときも、同様とします。)は、当社は、損害補償金を支払いません。

Article 22 - In Cases Where What Is Damaged Is Insured /保険契約がある場合

22.01. In cases where 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 Compensation Money payable by us.

第二十二条 第十六条の損害に対して保険金を支払うべき保険契約がある場合は、当社は、当社が支払うべき損害補償金の額を減額することがあります。

Article 23 – Subrogation / 代位

23.01. If the Traveler has the right to claim damages against a third party for Compensation for Damage for which we are responsible for paying , such a right to claim Compensation for the damage shall be transferred to us within the limit of the amount of the Compensation for Damage that we have paid to the Traveler.

第二十三条 当社が損害補償金を支払うべき損害について、旅行者が第三者に対して損害賠償請求権を有する場合には、その損害賠償請求権は、当社が旅行者に支払った損害補償金の額の限度内で当社に移転します。

Schedule I (related to 05.01) / 別表第一(第五条第一号関係)

Mountain climbing (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.

山岳登山(ピッケル、アイゼン、ザイル、ハンマー等の登山用具を使用するもの)、リュージュ・ボブスレー・スカイダイビング・ハンググライダー搭乗・超軽量動力機(モーターハンググライダー、マイクロライト機、ウルトラライト機等)搭乗・ジャイロプレーン搭乗その他これらに類する危険な運動

Schedule II (related to 07.01, 07.03, and 07.04) / 別表第二(第七条第一項、第三項及び第四項関係)

1. Disorder of the Eyes 一 眼の障害	(1) When the eyesight of both eyes has been lost. (一) 両眼が失明したとき。	100%
	(2) When the eyesight of one eye has been lost. (二) 一眼が失明したとき。	60%
	(3) When the corrected eyesight of one eye has become 0.6 or less. (三) 一眼の矯正視力が〇・六以下となったとき。	5%
	(4) When one eye has come to suffer the constriction of visual field (meaning a case where the visual field has become 60% or less of the total of the angle of the normal visual field). (四) 一眼の視野狭窄[さく](正常視野の角度の合計の六〇%以下となった場合をいう。)となったとき。	5%
2. Disorder of the Ears 二 耳の障害	(1) When the hearing of both ears has been lost completely. (一) 両耳の聴力を全く失ったとき。	80%
	(2) When the hearing of one ear has been lost completely. (二) 一耳の聴力を全く失ったとき。	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. (三) 一耳の聴力が五〇センチメートル以上では通常の話声を解せないとき。	5%
3. Disorder of the Nose 三 鼻の障害	When a significant disorder has been left in the function of the nose. 鼻の機能に著しい障害を残すとき。	20%
4. Disorder of Mastication and Speech 四 そしゃく、言語の障害	(1) When the function of mastication and speech has been lost completely. (一) そしゃく又は言語の機能を全く廃したとき。	100%
	(2) When a significant disorder has been left in the function of mastication and speech. (二) そしゃく又は言語の機能に著しい障害を残すとき。	35%
	(3) When a disorder has been left in the function of mastication and speech. (三) そしゃく又は言語の機能に障害を残すとき。	15%
	(4) When 5 or more teeth have been chipped and lost. (四) 歯に五本以上の欠損を生じたとき。	5%
五 外貌[ぼう](顔面・頭部・頸[けい]部をいう。)の醜状	(1) When significant ugliness has been left on the exterior appearance. (一) 外貌[ぼう]に著しい醜状を残すとき。	15%
5. Ugliness of Exterior Appearance of the face, head and neck	(2) When ugliness has been left on the exterior appearance (meaning such ugliness as a cicatrix, 2cm in diameter, or a linear cicatrix, 3cm long). (二) 外貌[ぼう]に醜状(顔面においては直径二センチメートルの瘢痕[はんこん]、長さ三センチメートルの線状痕[こん]程度をいう。)を残すとき。	3%

六 脊[せき]柱の障害 6. Disorder of the Vertebral Column	(1) When a significant deformation or a significant disorder of movement has been left on the vertebral column. (一) 脊[せき]柱に著しい奇形又は著しい運動障害を残すとき。	40%
	(2) When a disorder of movement has been left on the vertebral column. (二) 脊[せき]柱に運動障害を残すとき。	30%
	(3) When a deformation has been left on the vertebral column. (三) 脊[せき]柱に奇形を残すとき。	15%
七 腕(手関節以上をいう。)、脚(足関節以上をいう。)の障害	(1) When one arm or one leg has been lost. (一) 一腕又は一脚を失ったとき。	60%
	(2) When the function of two or three joints of the three major joints in an arm or leg has been lost completely. (二) 一腕又は一脚の三大関節中の二関節又は三関節の機能を全く廃したとき。	50%
	(3) When the function of one joint of the three major joints has been lost completely. (三) 一腕又は一脚の三大関節中の一関節の機能を全く廃したとき。	35%
	(4) When a disorder has been left in the function of one arm or one leg. (四) 一腕又は一脚の機能に障害を残すとき。	5%
八 手指の障害	(一) 一手の母指を指関節(指節間関節)以上で失ったとき。 (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. (二) 一手の母指の機能に著しい障害を残すとき。	15%
	(3) When one of the fingers other than the thumb has been lost at or above the second knuckle (distal interphalangeal joint). (三) 母指以外の一指を第二指関節(遠位指節間関節)以上で失ったとき。	8%
	(4) When a significant disorder has been left in the function of one of the fingers other than the thumb. (四) 母指以外の一指の機能に著しい障害を残すとき。	5%
9. Disorder of Toes 九 足指の障害	(1) When the first toe of one leg has been lost at or above the toe joint (interphalangeal joint). (一) 一足の第一足指を趾[し]関節(指節間関節)以上で失ったとき。	10%
	(2) When a significant disorder has been left in the function of the first toe of one leg. (二) 一足の第一足指の機能に著しい障害を残すとき。	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). (三) 第一足指以外の一足指を第二趾[し]関節(遠位指節間関節)以上で失ったとき。	5%

	(4) When a significant disorder has been left in the function of one of the toes other than the first toe. (四) 第一足指以外の一足指の機能に著しい障害を残すとき。	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. 十 その他身体の著しい障害により終身自用を弁ずることができないとき。		100%

Note: The word "above" used in the provisions of 7, 8 and 9 above means the part of the body closer to the heart from the joint concerned.

注 第七号、第八号及び第九号の規定中「以上」とは、当該関節より心臓に近い部分をいいます。

Schedule III (related to 08.02) / 別表第三(第八条第二項関係)

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 has 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 action at home, such as eating and morning ablutions.
7. Due to disorders of the nervous system or nerves, the coordination of the body is limited mainly to routine action at home, such as eating and morning ablutions.
8. Due to a coexisting disorder of the above-mentioned parts of the body and the like, the coordination of the body is limited mainly to routine action at home, such as eating and morning ablutions.

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

- 一 両眼の矯正視力が〇・〇六以下になっていること。
 - 二 そしゃく又は言語の機能を失っていること。
 - 三 両耳の聴力を失っていること。
 - 四 両上肢の手関節以上のすべての関節の機能を失っていること。
 - 五 一下肢の機能を失っていること。
 - 六 胸腹部臓器の障害のため身体の自由が主に摂食、洗面等の起居動作に限られていること。
 - 七 神経系統又は精神の障害のため身体の自由が主に摂食、洗面等の起居動作に限られていること。
 - 八 その他上記部位の合併障害等のため身体の自由が主に摂食、洗面等の起居動作に限られていること。
- (注) 第四号の規定中「以上」とは、当該関節より心臓に近い部分をいいます。

The original version of this document is the portion written in Japanese. English translation is provided only for the Traveler's convenience. If there is any discrepancy between the English translation and the Japanese original, the Japanese original shall prevail.