

## **SPECIAL COMPENSATION RULES**

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

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

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

##### **Article 1**

If a Traveler participating in an Organized Tour operated by this company (hereinafter referred to as "H.E.J. ") has suffered an injury due to a sudden and extraneous accident during such participation (hereinafter referred to as the "Accident"), H.E.J. shall pay to the Traveler or his/her legal heir compensation for death or for an aftereffect and a solatium for hospitalization or for a hospital visit (hereinafter referred to as "Compensation, Etc.,") pursuant to provisions set forth in this Chapter through Chapter 4.

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

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

##### **Article 2**

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

2. "During Participation in the Organized Tour" as stated in these Special Compensation Rules means the period between the time of commencement of receiving the first provision of the services of transportation/accommodation facilities, etc., specified in the itinerary of the Organized Tour provided based on the tickets, etc., arranged for by H.E.J. in advance for the purpose of the Traveler's participation in the Organized Tour, and the time of completion of receiving the last provision of such services. However, in case the Traveler deviates from the itinerary of the Organized Tour set in advance, if he/she has notified H.E.J. of the intended date and time of deviation and rejoining in advance, the period between the

time of deviation and the intended time of rejoining shall be considered to be "During Participation in the Organized Tour". If the Traveler has deviated from the itinerary without notifying H.E.J. of the intended date and time of deviation and rejoining in advance or without intention of rejoining, the period between the time of deviation and the time of rejoining or the period from and after the time of deviation shall not be considered to be "During Participation in the Organized Tour." Moreover, in case a date (according to the standard time of the place of travel concerned) is specified in the itinerary of the Organized Tour on which the Traveler receives no service of the transportation/accommodation facilities, etc., arranged for by H.E.J. and if that matter and the fact that no compensation or solatium shall be paid in accordance with these Special Compensation Rules with respect to the damage incurred by the Traveler due to the Accident occurring on such date are specified in the Contract Document, such date shall not be considered to be "During Participation in the Organized Tour."

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

- (1) If a tour conductor or an employee or an agent of H.E.J. performs reception, the time of completion of the reception.
- (2) In case the reception referred to in the preceding Item is not performed, if the first of the transportation/accommodation facilities, etc., is:
  - (a) an aircraft, the time of completion of the boarding procedure;
  - (b) a ship, the time of completion of the boarding procedure;
  - (c) a railroad, the time of completion of ticket examination or, if there is no ticket examination, the time of boarding the train concerned;
  - (d) a vehicle, the time of getting in the vehicle;
  - (e) accommodation facilities, the time of entering the facilities;
  - (f) facilities other than accommodation facilities, the time of completion of the procedure for using the facilities.

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

- (1) If a tour conductor or an employee or an agent of H.E.J. announces breakup of the tour, the time of the announcement.
- (2) In case the announcement of breakup of the tour referred to in the preceding Item is not made, if the last of the transportation/accommodation facilities, etc., is:
  - (a) an aircraft, the time of leaving the airport premises which are accessible only by

passengers;

(b) a ship, the time of disembarkation;

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

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

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

(f) facilities other than accommodation facilities, the time of leaving the facilities.

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

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

#### **Article 3**

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

(1) The intention of the Traveler. However, this does not apply to an injury suffered by a person other than the Traveler.

(2) The intention of the person entitled to receive the compensation for death. However, if such person is entitled to receive part of the compensation for death, this does not apply to the remainder of the compensation which another person is entitled to receive.

(3) A suicidal, criminal, or combative act by the Traveler. However, this does not apply to an injury suffered by a person other than the Traveler.

(4) The Accident which occurred while the Traveler was driving an automobile or a motorcycle without having the driving qualifications as provided for by the law or under the influence of alcohol with his/her ability for normal driving being impaired. However, this does not apply to an injury suffered by a person other than the Traveler.

(5) The Accident which occurred while the Traveler intentionally committed an illegal act or was receiving illegal services. However, this does not apply to an injury suffered by a person other than the Traveler.

(6) Brain disease, illness or mental derangement of the Traveler. However, this does not apply to an injury suffered by a person other than the Traveler.

(7) Pregnancy, childbirth, premature delivery, miscarriage, surgical operation or any other medical treatment of the Traveler. However, this does not apply to treatment of an injury for which H.E.J. should compensate.

(8) The Accident during execution of punishment, detention or imprisonment of the Traveler.

(9) War, use of force by a foreign country, a revolution, overthrow of government, civil war, or any other similar incident or riot (meaning in these Special Compensation Rules a state which can be considered to be a serious situation from the viewpoint of maintenance of

public order with peace significantly disturbed nationwide or in some area due to collective actions by a mob or a large number of people).

(10) A radioactive, explosive or other harmful characteristic of nuclear fuel substance (including spent fuel; hereinafter the same) or substances contaminated by nuclear fuel substance (including a fission product) or the Accident caused by these properties.

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

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

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

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

**Article 4**

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

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

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

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

**Article 5**

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

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

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

Organized Tour.

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

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

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

##### **Article 6**

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

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

##### **Article 7**

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

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

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

4. If two or more kinds of aftereffects have been caused due to the same Accident, H.E.J. shall apply the preceding three Paragraphs to each aftereffect, and pay the total amount. However, for an aftereffect on an upper limb (an arm and hand) or a lower limb (a leg and foot) mentioned in 7, 8 or 9 of Schedule II, the compensation for an aftereffect per limb shall be within the limits of 60% of the Amount of Compensation.
5. The amount of compensation for an aftereffect which H.E.J. should pay in accordance with each of the preceding Paragraphs will be, per Traveler per Organized Tour, within the limits of the relevant Amount of Compensation.

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

**Article 8**

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

- (1) In case of an Organized Tour intended for Overseas Travel:
- (a) In case of the injury for which the Number of Days of Hospitalization is 180 or more: 400,000 yen
  - (b) In case of the injury for which the Number of Days of Hospitalization is 90 or more but less than 180: 200,000 yen
  - (c) In case of the injury for which the Number of Days of Hospitalization is 7 or more but less than 90: 100,000 yen
  - (d) In case of the injury for which the Number of Days of Hospitalization is less than 7: 40,000 yen
- (2) In case of an Organized Tour intended for Domestic Travel:
- (a) In case of the injury for which the Number of Days of Hospitalization is 180 or more: 200,000 yen
  - (b) In case of the injury for which the Number of Days of Hospitalization is 90 or more but less than 180: 100,000 yen
  - (c) In case of the injury for which the Number of Days of Hospitalization is 7 or more but less than 90: 50,000 yen
  - (d) In case of the injury for which the Number of Days of Hospitalization is less than 7:

20,000 yen

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

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

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

#### **Article 9**

If a Traveler suffered an injury referred to in Article 1, and as its direct result, became unable to engage in normal business or to lead a normal life and visited a hospital (meaning, a case requiring treatment by a doctor and visited hospital or a clinic to receive treatment by a doctor (including a home visit by a doctor); hereinafter the same applies in this Article), H.E.J. shall pay to the Traveler a solatium for hospital visits for the number of such days (hereinafter referred to as "Number of Days of Hospital Visits") in accordance with the following classification if such number of days totaled 3 days or more:

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

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

100,000 yen

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

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

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

(a) In case of an injury for which the Number of Days of Hospital Visits is 90 or more: 50,000 yen

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

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

2. Even if the Traveler did not visit a hospital, in case H.E.J. approved that there arose a significant difficulty for the Traveler in engaging in normal business or leading a normal life because he/she had to wear a plaster cast at all times at a doctor's instruction in order to immobilize the part receiving an injury, such as a fracture, the period during which the

Traveler was in such a state shall be considered to be the days of hospital visits for the purposes of the provisions of the preceding Paragraph.

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

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

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

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

**Article 10**

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

(1) The solatium for hospitalization which H.E.J. should pay for the Number of Days of Hospitalization concerned;

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

**( Presumption of Death )**

**Article 11**

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

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

**Article 12**

If the injury referred to in Article 1 has become serious due to an effect of the physical disability or the disease already existing when the Traveler suffered that injury, or due to an

effect of an injury or a disease which occurred independent of the Accident which had caused the injury referred to in Article 1 after suffering such injury, the amount appropriate for that injury, excluding such effect, shall be determined and paid.

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

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

**Article 13**

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

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

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

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

**Article 14**

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

(1) In case of claiming compensation for death:

(a) A copy of the Traveler's family register, as well as a copy of the legal heir's family register and a certificate of his/her seal impression;

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

(c) A death certificate or a postmortem certificate.

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

- (a) A certificate of the Traveler's seal impression;
  - (b) A document certifying the Accident issued by a public body (or by a third party under unavoidable circumstances);
  - (c) A doctor's medical certificate certifying the degree of the aftereffect.
- (3) In case of claiming a solatium for hospitalization:
- (a) A document certifying the Accident issued by a public body (or by a third party under unavoidable circumstances);
  - (b) A doctor's medical certificate certifying the degree of the injury;
  - (c) A document of the hospital or clinic mentioning the Number of Days of Hospitalization or the Number of Days of Hospital Visits.
- (4) In case of claiming a solatium for hospital visits:
- (a) A document certifying the Accident issued by a public body (or by a third party under unavoidable circumstances);
  - (b) A doctor's medical certificate certifying the degree of the injury;
  - (c) A document of the hospital or clinic mentioning the Number of Days of Hospitalization or the Number of Days of Hospital Visits.
2. H.E.J. may request submission of a document other than the documents referred to in the preceding Paragraph or authorize omission of some of the documents to be submitted referred to in the preceding Paragraph.
3. If the Traveler or the person entitled to receive compensation for death has violated the provisions of Paragraph 1 or has failed to tell the truth or given a false statement, in connection with any document submitted, H.E.J. shall not pay Compensation, Etc.

**( Subrogation )**

**Article 15**

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

**Chapter V Compensation for Damaged Baggage**

**( Payment Liability of H.E.J. )**

**Article 16**

If a Traveler participating in an Organized Tour operated by H.E.J. has incurred damage to his/her personal belongings due to an Accident occurring while he/she was participating in the Organized Tour (hereinafter referred to as "Goods for Compensation"), H.E.J. shall pay compensation for damaged baggage (hereinafter referred to as "Compensation for

Damage") in accordance with the provisions of this Chapter.

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

**Article 17**

H.E.J. shall not pay Compensation for Damage with respect to damage resulting from any of the causes mentioned in the following Items:

(1) The Traveler's intention. However, this does not apply to the damage incurred by a person other than the Traveler.

(2) Intention of a relative who is in the same household as the Traveler. However, this does not apply to a case if such person had no intention of enabling the Traveler to receive Compensation for Damage.

(3) A suicidal, criminal, or combative act on the part of the Traveler. However, this does not apply to damage incurred by a person other than the Traveler.

(4) The Accident which occurred while the Traveler was driving an automobile or a motorcycle without having the driving qualifications as provided for by the law, or under the influence of alcohol with his/her ability for normal driving being impaired. However, this does not apply to damage incurred by a person other than the Traveler.

(5) The Accident which occurred while the Traveler intentionally committed an illegal act or was receiving illegal services. However, this does not apply to damage incurred by a person other than the Traveler.

(6) Exercise of public authority by the state or a public body including seizure, requisition, confiscation, destruction, etc., except when such action is taken as a measure necessary for fire fighting or evacuation.

(7) A defect in Goods for Compensation, except those defects which the Traveler or the person who takes charge of the Goods for Compensation was unable to detect even with reasonable care.

(8) Natural wear and tear, rust, mold, change in color, mouse gnawing, worm-eaten, etc., in Goods for Compensation.

(9) Damage only to external appearance which does not cause any impediment to the functions of the Goods for Compensation.

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

(11) Left or lost Goods for Compensation.

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

2. In addition to the provisions of the preceding Paragraph, H.E.J. shall not pay Compensation for Damage resulting from a cause mentioned in any of the following Items in

case of an Organized Tour intended for Domestic Travel:

- (1) An earthquake, a volcanic eruption or a tsunami.
- (2) The Accident concomitant with any of the causes referred to in the preceding Item or the Accident resulting from disruption of order due to such causes.

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

**Article 18**

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

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

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

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

**Article 19**

The amount of damage which H.E.J. should pay as a Compensation for Damage (hereinafter referred to as "Amount of Damage") shall be determined on the basis of either the value of the Goods for Compensation at the place and time where and when the damage was caused or the total amount of the cost of repair necessary for restoring the Goods for Compensation to their state immediately before the occurrence of the damage and the cost referred to in Paragraph 3 of the following Article, whichever is lower.

2. If the Amount of Damage for one or a pair of the Goods for Compensation exceeds 100,000 yen, H.E.J. shall apply the provisions of the preceding Paragraph assuming the Amount of Damage to be 100,000 yen.
3. The amount of Compensation for Damage which H.E.J. should pay shall be within the

limits of 150,000 yen per Traveler per Organized Tour. However, if the Amount of Damage does not exceed 3,000 yen per Traveler per Accident, H.E.J. shall not pay Compensation for Damage.

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

**Article 20**

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

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

2. If the Traveler has violated Item (1) of the preceding Paragraph without a good reason, the

Company shall assume the Amount of Damage to be the remaining balance obtained by deducting the amount of the cost that might have been prevented or reduced. If the Traveler has violated Item (2) of the same Paragraph, H.E.J. shall not pay any Compensation for Damage. If the Traveler has violated Item (3) of the same Paragraph, H.E.J. shall deem the Amount of Damage to be the remaining balance obtained by deducting the amount that might have been obtained by the Traveler by exercising the right to claim damages.

3. H.E.J. shall pay the following expenses:

- (1) Expenses required for preventing or reducing the damage provided for in Item (1), Paragraph 1 which are deemed necessary or useful by H.E.J. .
- (2) Expenses required for the procedures provided for in Item (3), Paragraph 1.

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

**Article 21**

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

- (1) A document certifying the Accident issued by a police station or by an appropriate substitute third party.
- (2) A document certifying the degree of the damage to the Goods for Compensation.
- (3) Any other document requested by H.E.J.

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

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

**Article 22**

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

**( Subrogation )**

**Article 23**

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

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

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

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

1. Ophthalmic disorder

(1) Loss of sight in both eyes: 100%

(2) Loss of sight in one eye: 60%

(3) Failure of corrected eyesight to be lower than 0.6 in one eye: 5%

(4) Reduced field of vision (meaning a case where the field of vision has become 60% or less of the total normal range) in one eye: 5%

2. Aural disorder

(1) Complete loss of hearing in both ears: 80%

(2) Complete loss of hearing in one ear: 30%

(3) Inability to hear a normal speaking voice at a distance of 50 cm or more in one ear: 5%

3. Nasal disorder

Significant disorder in nasal functions: 20%

4. Disorder in chewing and speaking

- (1) Complete loss of chewing or speaking functions: 100%
- (2) Significant disorder remaining in chewing or speaking functions: 35%
- (3) Disorder remaining in chewing or speaking functions: 15%
- (4) Loss of five or more teeth: 5%

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

- (1) Significant ugliness of outward appearance remaining: 15%
- (2) Ugliness of outward appearance (e.g. a scar with a diameter of approximately 2 cm on the face or a linear scar with a length of approximately 3 cm) remaining: 3%

6. Spinal disorder

- (1) Significant deformity or significant dyskinesia of the spine remaining: 40%
- (2) Dyskinesia of the spine remaining: 30%
- (3) Deformity of the spine remaining: 15%

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

- (1) Loss of an arm or a leg: 60%
- (2) Complete loss of the functions of two or three joints of the three main joints in an arm or a leg: 50%
- (3) Complete loss of the functions of a joint of the three main joints in an arm or a leg: 35%
- (4) Disorder remaining in the functions of an arm or a leg: 5%

8. Disorder in a finger

- (1) Loss of the phalangeal joint (interphalangeal joint) and the upper part of a thumb: 20%
- (2) Significant disorder remaining in the functions of a thumb: 15%
- (3) Loss of the second phalangeal joint (distal interphalangeal joint) and the upper part of a finger other than a thumb: 8%
- (4) Significant disorder remaining in the functions of a finger other than a thumb: 5%

9. Disorder in a toe

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

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

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

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

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

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