# EF Educational Tours – Global Travel Protection Plan Certificate of Insurance



Zurich Insurance Company Ltd (Canadian Branch) provides the insurance for this Certificate of Insurance under Group Policy #8451414 issued to **EF** Travel Canada Ltd.

## This certificate contains clauses which may limit the amounts payable.

READ this Certificate CAREFULLY

Policy No. 8451414

## Who to Contact

Zurich Insurance Company Ltd (Canadian Branch) 100 King Street West, Suite 5500, P.O. Box 290 Toronto, ON M5X 1C9

For information regarding the EF Educational Tours Insurance Program, please contact:

**EF** Institute for Cultural Exchange Ltd. (also operating as **EF** Educational Tours) 1 (800) 263-2806 80 Bloor Street West, 16th Floor Toronto, Ontario M5S 2V1

#### Emergency assistance while on Tour

World Travel Protection Canada Inc. 1-888-253-1627 toll-free within USA & Canada 1-416-250-2301 worldwide; collect calls accepted

## Claims Handling:

Crawford & Company (Canada) Inc. 100 Milverton Drive, Suite 300 Mississauga, Ontario L5R 4H1 Attention: Zurich A&H Claim

Website: <a href="https://ca-fnol.claims.global/eftours">https://ca-fnol.claims.global/eftours</a>
Email: <a href="mailto:newhumanriskclaims@crawco.ca">newhumanriskclaims@crawco.ca</a>

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## Global Travel Protection Plan - Schedule of Coverage

## Maximum Compensation Payable\*

#### **ILLNESS & ACCIDENT**

A.	Medical Expenses	Up to \$1,000,000*
B.	Emergency Home Evacuation	Up to \$50,000**
C.	Family Member Reimbursement	Up to \$50,000**
D.	Home Repatriation	Up to \$50,000**
	<ul> <li>Local Burial</li> </ul>	Up to \$10,000
E.	Accidental Death	Up to \$35,000***
F	Accidental Disability	Up to \$35,000***

#### **BAGGAGE AND PROPERTY**

G.	Baggage and Property	Up to \$2,800
	<ul> <li>Valuable Property</li> </ul>	Up to \$1,400
H.	Cash	Up to \$400
l.	Valuable Documents	Up to \$700

#### **BAGGAGE DELAY**

J. Baggage Delay Up to \$75 every 24 hours or part thereof, up to a maximum of \$225 (24 hour waiting period for Baggage Delay)

#### TOUR CANCELLATION AND INTERRUPTION

K.	Tour Cancellation	EF Tour price
L.	Tour Interruption	Unused part of EF Tour price****
	<ul> <li>Transportation extra cost</li> </ul>	Up to \$1,400
M.	School Board Tour Cancellation	EF Tour price
N.	Additional Costs for Return Home due to Violent Outbreak	Up to \$2,500
Ο.	Accommodation Extra Cost	Up to \$140 per day, up to a maximum of \$800
P.	Delay due to Theft of Valuable Documents	Up to a maximum of \$100 every 24 hours or part thereof, up to a maximum of \$500

<sup>\*</sup> If **You** are not covered under a Canadian government health insurance plan on the date the claim is incurred, reimbursement for eligible Medical Expenses incurred will be limited to a maximum compensation of \$50,000.

If more than one claimant suffers a covered Accidental Death in the same event on the same **EF Tour**, then the **Insurance Company** will not pay more than \$10,000,000. If an event results in benefit amounts becoming payable, which when in total, exceed \$10,000,000, then that amount will be divided proportionally among the claimants.

All amounts shown are in Canadian dollars.

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<sup>\*\* \$50,000</sup> is the combined maximum compensation for B) Emergency Home Evacuation, C) Family Member Reimbursement and D) Home Repatriation.

<sup>\*\*\*</sup> Payments available under E) Accidental Death and F) Accidental Disability are not subject to a combined limit of coverage per Accident or injury and each provide separate limits of coverage.

<sup>\*\*\*\* &</sup>quot;Unused" means the **Participant**'s financial loss of any whole, partial or prorated prepaid "Non-Refundable Tour Payments."

## General Information

#### Introduction

This Certificate of Insurance is issued under Group Policy #8451414 underwritten by Zurich Insurance Company Ltd (Canadian Branch) issued to **EF** Travel Canada Ltd. (the "Group Policy Holder"). All **Participants** travelling with an **EF Tour** operator who have enrolled under the Group Policy and have received a Certificate of Insurance are covered for the insurance benefits described in this Certificate of Insurance. **You** and any claimant under this Certificate have the right, as determined by law applicable in **Your** province or territory of residence, to obtain a copy of the Group Policy, upon request, subject to certain access limitations. The insurance benefit amounts are set out on the Schedule of Coverage page (page 4). **This Certificate of Insurance contains clauses which may limit the amounts payable**.

In the Group Policy and in the Certificate of Insurance ("Certificate"), certain words have specific and defined meanings. For example, "Participant", "You" and "Your" means the Participant travelling with an EF Tour operator, the "Insurance Company" means Zurich Insurance Company Ltd (Canadian Branch), "EF" means EF Educational Tours, and "EF Tour" means the trip You have purchased through EF. Please refer to the *Terms You Should Know* section below for other definitions.

**You** are expected to act responsibly and take all reasonable measures to prevent a loss or to limit a loss already incurred. This Certificate is designed to cover losses arising from sudden, unexpected and unforeseeable circumstances. It is important that **You** read and understand **Your** Certificate before **You** travel. There are certain steps **You** must follow to be sure that **You** receive the full benefits available to **You**. These steps are explained in detail in the section below entitled **What to do if a Loss Occurs/How to File a Claim**.

If **You** have any questions, **You** should contact **EF** or the **Insurance Company**. To file a claim, please call a **Claims Agent** at one of the numbers provided on page 1.

#### Protecting Your Personal Information

By submitting the requested information, which may include, but is not limited to, name, address, date of birth and medical information You are providing consent to Zurich Insurance Company Ltd and its subsidiaries and affiliates located in Your country of residency or abroad (collectively, "Zurich"), for the collection, storage, use, disclosure, and processing of Your personal information as may be necessary for the purposes of securing and administering the requested insurance coverage(s), including but not limited to, risk evaluation, policy execution, premium setting, premium collection, claims administration, investigation and settlement, fraud detection, and/or statistical evaluation. You are also providing consent to Zurich for the disclosure of Your personal information to third parties, as required for and in relation to the above-stated purposes, including reinsurers, third party administrators, brokers, agents, claims adjusters, regulators or other governmental or public bodies, taxing authorities, other insurers, and other third parties involved in providing insurance services ("Third Parties"). If Your policy is being arranged by a broker or an agent, You authorize Zurich to collect, store, use, disclose, and process personal information received from such broker or agent in relation to the above-stated purposes. Additionally, by providing information about a third party, including but not limited to, a family member, director, officer, or employee, You hereby covenant and warrant that You have obtained the appropriate consent from such third party to disclose their personal information to Zurich and for Zurich to use and disclose such information for any of the above-stated purposes.

Zurich is committed to protecting the privacy and confidentiality of information provided. **Your** personal information may be processed by and is securely stored within the offices of Zurich and authorized Third Parties, both in domestic and foreign jurisdictions outside Canada and is subject to applicable laws.

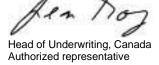
Zurich may retain **Your** personal information as needed for any of the above-stated purposes or as necessary to comply with Zurich's legal and regulatory obligations, resolve disputes, and enforce Zurich's agreements. **You** may request to review the personal information Zurich maintains about **You** and make corrections by writing to: Privacy Officer, Zurich Insurance Company Ltd (Canadian Branch), 100 King Street West, Suite 5500, P.O. Box 290, Toronto, ON M5X 1C9 or by emailing <a href="mailto:privacy.zurich.canada@zurich.com">privacy.zurich.canada@zurich.com</a>.

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**You** may refuse to consent or withdraw **Your** consent to the collection, storage, use, disclosure or processing of **Your** personal information; however, **Your** refusal to provide consent may result in Zurich being unable to offer and administer insurance coverage or prevent Zurich from being able to pay claim benefits.

Please contact the Zurich Privacy Officer if **You** require further information regarding the collection, use, disclosure, processing and storage of **Your** personal information or if **You** have any complaints via email at <a href="mailto:privacy.zurich.canada@zurich.com">privacy.zurich.canada@zurich.com</a>. **You** can also review our Privacy Policy at <a href="https://www.zurichcanada.com/enca/about-zurich/privacy-statement">https://www.zurichcanada.com/enca/about-zurich/privacy-statement</a>.

For the purpose of *the Insurance Companies Act* (Canada), this document was issued in the course of Zurich Insurance Company Ltd's insurance business in Canada.



## Eligibility for Coverage

To be eligible for coverage under the Global Travel Protection Plan, You must meet the following conditions:

- A) You are enrolled on an EF Tour;
- B) You are a resident of Canada; and
- C) You are travelling to any country worldwide excluding Iran, Syria, Sudan and North Korea.

#### Application for Coverage

When **You** enroll on **Your EF Tour**, **You** will be enrolled under the Group Policy for coverage under the Global Travel Protection Plan. **You** may call **EF** to opt out of coverage within 30 days after **You** enrolled on **Your EF Tour**.

**You** can apply for the Global Travel Protection Plan up to 30 days after **You** enroll on **Your EF Tour**, except for certain separate coverages as described below.

**You** can apply for the coverages under the Group Policy separately: Tour Cancellation and Interruption coverage can only be purchased up to 30 days after **You** enroll **Your EF Tour**; and **Accident** & Illness, Baggage and Property, and Baggage Delay coverage can be purchased up until 1 day prior to departure of **Your EF Tour**.

## Cancellation of Coverage

**You** can cancel the insurance from **Your EF Tours** account up to 30 days after **You** are enrolled under the Group Policy or provide payment of the premium, whichever day is the latest, unless **You** have submitted a claim for the **EF Tour**. After this time the premium paid by **You** for the insurance is not refundable. The cost of the insurance is set out in **Your EF Tours** invoice.

## Period of Coverage

Coverage provided by the *Accident & Illness*, *Baggage & Property*, *Baggage Delay* and *Tour Interruption* sections of this Certificate is as follows:

Coverage begins from the moment **You** leave **Your** home to travel via direct route to the start of **Your EF Tour**. Coverage ends at the earliest of the following dates:

 when Your EF Tour has ended (including the time it takes You to travel via direct route to Your city of residence immediately after Your EF Tour ends);

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- when You leave the EF Tour early if it is prior to the end of Your EF Tour; and
- when You return to Your city of residence.

If **You** have organized an optional **EF** stay ahead or stay behind coverage starts and ends based on **Your** requested travel dates organized by **EF**.

If the return from **Your EF Tour** is delayed or interrupted for reasons covered by this Certificate, coverage is extended until **You** return to **Your** city of residence. If **You** are unable to travel due to a **medical condition** at the time when **Your EF Tour** ends, coverage is extended for up to 30 days or until **Your Doctor** confirms that **You** are able to travel, whichever comes first, subject to the terms and conditions of this Certificate.

Coverage provided under the *Tour Cancellation* section of this Certificate begins on the day *EF* receives payment of the premium and ends at the time of departure of *Your EF Tour* or when *You* cancel *Your EF Tour*, whichever date is earliest.

#### Terms You Should Know

#### Accident

Accident means a sudden, unexpected and unforeseeable cause of **injury** from an external source that occurs while **You** are covered under this Certificate.

#### **Act of Terrorism**

Act of Terrorism means an act or acts including, but not limited to, the use of force or violence and/or the threat thereof, including intimidating or terrorizing any government, group, association or the general public, for religious, political or ideological reasons or ends, or any attempt thereat, and does not include any **Act of War.** 

#### Act of War

Act of War means war, whether declared or not, or any warlike activity, including using military force to achieve economic, geographic, nationalistic, political, racial, religious or other goals.

#### **Assault**

Unprovoked intentional physical violence.

#### Claims Agent

The agent shown in the Claims Handling section of Who to Contact who will handle the claim process for this Certificate.

## **Common Carrier**

Common Carrier means any land, water or air conveyance that is licensed to carry passengers without discrimination and for hire, excluding courtesy transportation provided without a specific charge.

Covered Trip means a trip You undertake during the Period of Coverage

#### Covid-19

The coronavirus disease (COVID-19) caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

#### **Doctor / Physician**

A qualified person who is a doctor of medicine, surgeon, osteopathy, psychology or other legally qualified practitioner of a healing art that are recognized by law, who is

1. licensed to practice in the jurisdiction where care is being given;

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- 2. practicing within the scope of that license; and
- 3. not Your Immediate Family Member.

## Disability

Permanent loss or reduction of bodily function as the result of an Accident.

#### **Family Member**

**Your** spouse, legal guardian or ward, son or daughter (includes adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, domestic partner, caregiver, or child caregiver.

## Hospital

An institution that: 1) operates as a hospital pursuant to law for the care, **treatment**, and providing of inpatient services for sick or injured persons; 2) provides 24-hour nursing service by registered nurses on duty or call; 3) has a staff of one or more licensed **Doctor**s available at all times; 4) provides organized facilities for diagnosis, **treatment**, and surgery, either: (i) on its premises; or (ii) in facilities available to it, on a prearranged basis; 5) is not primarily a nursing care facility, rest home, convalescent home, or similar establishment, or any separate ward, wing, or section of a hospital used as such; and 6) is not a place dedicated to the care and **treatment** of drug addicts, alcoholics, or the aged.

Hospitalization or Hospitalized means to be an inpatient in a Hospital.

#### Illness

Bodily sickness or disease that begins while **You** are a covered under this Certificate and which causes a loss covered by this Certificate.

## Injury

Injury means sudden bodily harm directly caused by external and Accidental means and that is independent of all other causes, including **Illness** or disease.

#### **Medically Necessary**

A **treatment**, service, or supply that is: 1) required to treat an **injury** or sickness; 2) prescribed or ordered by a **Doctor** or furnished by a **Hospital**; 3) performed in the least costly setting required by **Your** condition; and 4) consistent with the medical and surgical practices prevailing in the area for **treatment** of the condition at the time rendered. Purchasing or renting 1) air conditioners; 2) air purifiers; 3) motorized transportation equipment; 4) escalators or elevators in private homes; 5) eyeglass frames or lenses; 6) hearing aids; 7) swimming pools or supplies for them; and 8) general exercise equipment are not Medically Necessary. A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or **treatment** alternative could have been used. **We** may consider the cost of the alternative to be the covered expense.

#### **Medical Condition**

Medical Condition means any **Illness**, **Injury**, or disease, or symptom or complications of pregnancy within the first 31 weeks of pregnancy.

## **Non-Refundable Tour Payments**

All prepaid amounts **You** paid directly for the **EF Tour** at the time of cancellation, either in whole or on a partial or prorated basis, for which no refund is payable to **You** excluding non-refundable service fees and any non-refundable insurance premium. Non-Refundable Tour Payments do not include any value applied to **Your** account through redemption of a future travel voucher.

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## **Pre-existing Condition**

Any **Illness** or other condition during the 180-day period immediately prior to the coverage effective date for which **You** either a) received, or received a recommendation for, a test, examination or medical **treatment** for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or **treatment**; or b) took or received a prescription for drugs or medicine. Item b) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 180-day period before coverage is effective.

## **Reasonable and Customary Charges**

The usual fees for services charged by professionals in the geographical area in which they practise.

#### **School Board & Associations**

School Boards, Private School Trustee, or Associations with a regulatory administrative body that is separate to the trip organizers and that is authorized by the travelers to make tour cancellation and other decisions related to the **EF Tour** on the insured traveler's behalf.

#### **Treatment**

Treatment means **Hospitalization**, medical, therapeutic, diagnostic or surgical services or procedures prescribed, performed or recommended by a **Physician** or other licensed medical practitioner including, but not limited to, prescribed medication, investigative testing and surgery related to any **Medical Condition**, **Injury**, or **Illness**.

#### **Unforeseen Reasons**

A covered reason which is sudden, not anticipated or expected and first occurring after the effective date of coverage.

#### Valuable Documents

Includes passports and visas.

#### **Vehicle**

Vehicle means any private or rental passenger automobile, motorcycle, mobile home, camper truck or trailer that **You** Uses during a **Covered Trip** exclusively for the transportation of passengers other than for hire.

#### War

Hostile or warlike action, whether declared or not, in a time of peace or war, whether initiated by a local government, foreign government or foreign group, civil unrest, insurrection, rebellion or civil war.

We, Us, and Our refers to Zurich Insurance Company Ltd (Canadian Branch).

#### What to do if a Loss Occurs/How to File a Claim

If a loss occurs, **You** should file a claim promptly. **You** should respond to all inquiries and follow any instructions provided by the **Insurance Company** or **Claims Agent**. In addition:

- 1. Take the necessary steps to prevent or minimize a further loss.
- 2. Document the claim details by outlining the time, place and circumstances, the extent of the loss and the names and addresses of available witnesses.

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- 3. For property loss, obtain a police report, receipts, warranty documents or any notes from authorities. If **Your** property was lost or damaged while registered with an airline or other carrier, hotel, travel agency, spa or sports establishment, **You** must immediately notify that entity and obtain a report.
- 4. Do whatever is necessary to secure or enforce any right of recovery of any expenses or the property from those involved in causing or creating a loss of or damage to the property.
- 5. For medical expense or a claim arising from an accident, obtain medical care receipts and reports showing diagnosis and treatment periods, and other relevant information about the Illness or injury. You must notify the Claims Agent in the event of an Accident, injury or Illness as soon as possible and no later than 30 days after Your initial treatment, or, if You are a Quebec resident, within the year of the Accident, injury or Illness if You prove Your impossibility to act within 30 days after Your initial treatment.
- 6. In the event that You need to cancel or interrupt Your EF Tour, contact EF and the Claims Agent as soon as reasonably possible after the event which causes the Tour Cancellation or Tour Interruption. You will need to provide the following information:
  - a. Your name, address and telephone number;
  - b. proof of method of payment;
  - c. tour number and account number;
  - d. documentation detailing the reason for the cancellation or interruption of **Your EF Tour**;
  - e. original itemized bills, receipts, and proof of other insurance payments;
  - f. copies of invoices, proof of payments, and other documents that substantiate the cost of the trip;
  - g. copies of invoices, account statement, and other documentation of refunds received and/or the non-refundable amounts of the trip costs from the Group Policy Holder;
  - h. copy of the booking conditions;
  - i. any other document requested by the Claims Agent.
- 7. Complete a Claim Form and attach all the documentation (including but not limited to bills, medical reports, death certificate, police or insurance reports, receipts, etc.). Send the Claim Form to the Claims Agent as soon as possible and latest within one year of the time of the loss. If You wait longer than one year, Your claim may not be paid.

If **You** fail to comply with the above provisions without a reasonable explanation satisfactory to the **Insurance Company**, the **Insurance Company** shall not be liable under this Certificate in case of non-compliance for such portions of the loss as the **Insurance Company** deems **You** would have recovered by enforcement of **Your** right of recovery. The **Insurance Company** will pay: (a) such portion of the expense incurred for taking steps to prevent or minimize further extension of loss, as deemed by the **Insurance Company** to have been necessary or effective; and (b) expense necessarily incurred for securing or enforcing **Your** right of recovery.

The **Insurance Company** will not be liable under this Certificate in the event **You** fail to comply with the requirements of providing proof of **Your** claim in the time period set out in this Certificate or **You** make a false statement in the documents provided to the **Claims Agent**, or **You** commit or **You** have another person or persons commit forgery or alteration of such documents.

For further assistance or Claim Forms, contact the Claims Agent.

## Payment of Your Claim

Payment of **Your** claim, if applicable, will be made to **You**; if **You** are deceased at the time the claim payment is made, the payment will be made to **Your** estate. Any benefits that are payable to a minor will be paid to the minor's legal parent or guardian.

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This Certificate contains a provision removing or restricting the right of Participant to designate persons to whom or for whose benefit insurance money is to be payable.

## If You do not Agree with the Outcome of Your Claim

If **You** file a claim and do not agree with the claim decision, **You** have six months to notify the **Claims Agent** in writing that **You** want to appeal the claim decision. Send **Your** appeal to the **Claims Agent** on page 1 in this Certificate.

#### Illness& Accident

## Terms of Coverage

The Insurance Company will pay Medically Necessary, Reasonable and Customary Charges up to the maximum amount shown in the Schedule of Coverage for Medical Expenses and up to the combined maximum amount shown in the Schedule of Coverage for Emergency Home Evacuation, Family Member Reimbursement and Home Repatriation (and other care and supplies as described below) relating to an Illness or an Accident which occurred during an EF Tour, subject to the terms and conditions of this Certificate. The Illness or Accident must have occurred during the period of coverage. Payments will be made for expenses for treatment carried out during the period of coverage. This Certificate does not pay for any expenses eligible for reimbursement by other means, including, but not limited to, reimbursement available under other insurance policies or government-sponsored programs.

The **Illness** & **Accident** section of this policy also contains benefits for Medical Expenses under subsection A and Accidental Death and Accidental **Disability** under subsections E and F. These benefits are not subject to a combined limit of coverage and provide their own separate limits of coverage.

The Insurance Company reserves the right to decide whether medical treatment following an Illness or Accident should be provided in the host or home country.

#### A. Medical Expenses

The **Insurance Company** will reimburse **You**, or in the event of death, **Your** estate, for the following acute, necessary **Reasonable and Customary Charges** up to the amount shown in the Schedule of Coverage for **treatment** provided during the period of coverage, for **Illness** or **Accident**:

- Outpatient Doctor's visits for non-routine care and inpatient hospital treatment;
- Prescription drugs and supplies prescriptions written by a **Doctor** as **treatment** for a covered **Illness** or **Accident**;
- Physical therapy expenses for a covered Illness or Accident are covered if You have been referred by a
   Doctor and it has been pre-approved by the Claims Agent;
- Chiropractic care, acupuncture **treatment** or other alternative medicine practices up to a total maximum of \$1,400 if **You** have been referred by a **Doctor** as **treatment** for a covered **Illness** or **Accident**;
- Dental care if Your sound and natural teeth are injured in an Accident during an EF Tour, You will
  receive full reimbursement for temporary treatment by a dentist. For any other acute and necessary
  dental treatment (not including orthodontic treatment), You are eligible for a total maximum benefit of
  \$300 during the period of coverage;
- Reasonable local travel expenses to a **Doctor**'s office or **hospital**, but only when that travel was
  necessary to obtain medical or dental **treatment** relating to a covered **Illness** or **Accident** which occurred
  during an **EF** tour; and
- Telephone costs in relation to a covered claim, up to \$75, other than for telephone calls to **EF**, the **Claims Agent** or the **Insurance Company**.

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## B. Emergency Home Evacuation

If **You** have a life-threatening condition relating to an **Illness** or **Accident** that is covered and not excluded by this Certificate, and if **You** are unable to return on the scheduled **EF** flight due to such life-threatening condition, **You** will be reimbursed, up to the amount shown in the Schedule of Coverage, for the additional costs incurred for **Your** own transportation, if **Your Doctor** recommends that **You** return home earlier or later due to such life- threatening condition and not with **Your EF Tour**.

The Claims Agent must, wherever reasonably possible, pre-approve the necessity to return home and the mode of transportation. Without a pre-approval, costs will be compensated according to the necessity and reasonableness of the measures taken and the costs incurred, as deemed by the **Insurance Company**. The **Insurance Company** will not pay for the cost of a return to the place where the tour was interrupted.

## C. Family Member Reimbursement

If You are confined in a hospital outside Your country of residence relating to an Illness or Accident that is covered and not excluded by this Certificate and Your Doctor requires the personal attendance of a Family Member, or if You decease outside Your country of residence due to an Illness or Accident that is covered and not excluded by this Certificate and the presence of a Family Member is required by the police or a similar governmental authority, You or Your estate can be reimbursed, up to the amount shown in the Schedule of Coverage, for two round-trip airplane tickets and accommodations for two Family Members from Your home country to join You. Costs for accommodation for Your Family Member(s) will be reimbursed for up to 30 days from the time of Your first visit to the Doctor or hospital, or until Your Doctor certifies that Your condition is stable and the danger of death or deterioration is not imminent, whichever comes first. The costs incurred for accommodation will be reimbursed at the average hotel rate for the city in which You are located and a daily allowance of \$50 per person will be paid.

The Claims Agent must, wherever reasonably possible, pre-approve the necessity of Your Family Member to visit You, the mode of transportation and the costs involved. Without a pre-approval, costs will be compensated according to the necessity and reasonableness of the measures taken and the costs incurred, as deemed by the Insurance Company.

#### D. Home Repatriation

If **You** die and **Your** death was caused by an **Illness** or **Accident** that is covered and not excluded by this Certificate, **Your** estate will be reimbursed, up to the amount shown in the Schedule of Coverage for the expenses to return **Your** body to **Your** city of residence, or if **Your** family so desires, the **Insurance Company** will pay up to the amount shown in the Schedule of Coverage for local burial in the country where the death occurred (excluding burial in the home country).

The Claims Agent must, wherever reasonably possible, pre-approve and provide the transportation. Without a pre-approval, costs will be compensated according to the necessity and reasonableness of the measures taken and the costs incurred, as deemed by the **Insurance Company**.

#### E. Accidental Death

In the event of **Your** death, as a result of an **Accident** which occurs during the period of coverage while participating in an **EF Tour**, the **Insurance Company** will pay **Your** estate the lump sum benefit amount shown in the Schedule of Coverage. **Your** death must occur within 365 days from the **Accident**.

## F. Accidental Disability

If **You** sustain a **Disability** as a result of an **Accident** which occurs during the period of coverage while participating in an **EF Tour**, the **Insurance Company** will pay up to the amount shown in the Schedule of Coverage, regardless of the number of injuries **You** incur from the same **Accident**, depending on the extent of **Your Disability** must occur within 365 days from the **Accident**.

The degree of **Disability** is determined by the impairment percentage assigned by a **Doctor**. The impairment value is expressed as a percentage taking into account the body part(s) permanently impaired as that part(s) related to **Your** whole person. The **Doctor** will determine the impairment value by use of the American Medical

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Association's "Guide to Evaluation of Permanent Impairment" most current at the time of claim. If **You** had a Pre-existing Condition prior to the **Accident**, the impairment value of the **Pre-existing Condition** will be deducted from the impairment value calculated after the **Accident**. The amount of **Your** benefit will be determined solely by the extent of **Your injury** and not by **Your** ability or inability to work.

In order for **You** to receive benefits due to a **Disability**, an **Accident** must lead to a **Disability** within one year from the date of the **Accident**. No payment for any **Disability** benefit shall be due or payable until at least 30 days have passed from the date of the receipt of the required proof of loss. As soon as the definite degree of **Disability** is determined, payment pursuant to this Certificate will be paid with a lump sum representing such portion of the sum covered as corresponds to the degree of **Disability**.

If the same **Accident** has resulted in injuries on several parts of the body, benefits will be paid with a calculated degree of **Disability** of a maximum of one hundred percent (100%).

## **Exclusions**

The following medical, dental, travel and other expenses are not covered by this Certificate:

- Medical costs to the extent they can be indemnified by other means, including but not limited to another insurance policy, government-sponsored program, by reason of law or other decrees or conventions;
- All expenses resulting from or relating to treatment due to mental or psychological health disorders, including
  eating disorders or treatment of physical symptoms resulting from or related to mental or psychological
  health disorders, including eating disorders;
- All expenses for treatment or prescription drugs related to a Pre-existing Condition;
- All expenses for emergency home evacuation and family member reimbursement related to a Pre-existing Condition or a mental/ psychological health disorder;
- All expenses directly resulting from or relating to the abuse of alcohol, sleeping pills, narcotics or other
  intoxicants or relating to treatment for the abuse of alcohol, sleeping pills, narcotics or other intoxicants,
  except when used as prescribed by a Doctor;
- All expenses resulting from or relating to treatment of acne;
- All expenses resulting from or relating to tattoos, piercing and any other unnatural bodily change such as implants, Botox injections etc.;
- All expenses resulting from or relating to **treatment** due to a suicide, suicide attempt, criminal act or violent behaviour on **Your** part:
- Maternity expenses or any Illness or treatment connected with pregnancy, including complications of pregnancy;
- All expenses resulting from or relating to treatment that was required before the effective date of this Certificate and would have made a prudent person seek care prior to such effective date;
- All expenses resulting from or relating to **treatment** for HIV disease or AIDS or any condition related thereto;
- All expenses resulting from or relating to endemic diseases, epidemics or pandemics of infectious diseases of
  whatsoever nature when the Government of Canada has issued a Level 3 or Level 4 health-related travel
  advisory due to that specific infectious disease prior to departure for the country or a region of the country that
  is a destination on Your EF Tour. This exclusion does not apply to claims for an emergency or a medical
  condition unrelated to the travel advisory or to claims incurred for COVID-19;
- All expenses resulting from or relating to orthodontic **treatment**;
- All expenses resulting from or relating to routine health and dental care, such as physical exams, vaccinations/inoculations, dental and orthodontic check-ups or routine eye exams;
- All expenses for elective treatment meaning medical treatment which is not necessitated by a pathological
  change in the function or structure in any part of the body. Elective treatment includes but is not limited to
  tubal ligation, vasectomy, breast reduction, sexual reassignment surgery, submucous resection or/and any
  other surgical correction for deviated nasal septum, other than necessary treatment of covered acute
  purulent sinusitis, treatment for weight reduction, learning disabilities, temporomandibular joint (TMJ)
  dysfunction, immunization vaccines and routine physical examinations;

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- All expenses resulting from or relating to Accidents resulting from or related to extreme sports, including but
  not limited to: scuba diving to depths of more than 130 feet; skydiving; hang-gliding or para-gliding;
  parascending other than over water; bungee jumping; mountaineering or rock climbing normally requiring the
  use of guides or ropes; or caving, unless these activities are a part of Your EF tour and have been preorganized by the EF Tour operator;
- All expenses resulting from or relating to injuries caused by the use of firearms discharged by You;
- All expenses resulting from injuries due to an exposure to imminent risks of bodily **injury**, or injuries due to a criminal act committed by **You** or act of aggressive violence initiated by **You**;
- All expenses resulting from or relating to injuries caused by professional manual labour and/or while carrying
  out any activity for which You receive or intend to receive a fee, payment, wage or any other source of
  revenue:
- All related travel costs if a ship or airplane is forced to change its route because of Your Illness or injury due to Accident:
- All expenses for eyeglasses or contact lenses;
- · Private nursing home expenses;
- Spa or health resort expenses; and
- Expenses beyond those that are Reasonable and Customary Charges.

## Baggage & Property

## Terms of Coverage

The **Insurance Company** will reimburse **You** in the manner and amounts described below in the event **Your** baggage and/or other property is stolen or damaged. This coverage is subject to the limitations described herein and in the sections **Period of Coverage** and **Exclusions**.

In order to be fully reimbursed, **You** must be careful with **Your** property and take all reasonable measures not to expose **Your** property to the risk of being stolen or damaged.

## G. Baggage & Property

The **Insurance Company** will pay up to the amount shown in the Schedule of Coverage per incident, including Valuable Property up to the amount shown in the Schedule of Coverage, if **Your** personal belongings are stolen or damaged due to **Accident**, breaking and entering, **Assault**, fire, storm, catastrophe, or traffic **accident**. This coverage also applies to items that **You** have rented or borrowed for **Your** personal use while participating on an **EF Tour**.

**You** must report the loss or theft to the local police department and file a police report or the transport carrier within 24 hours of discovery. The amount of loss the **Insurance Company** is liable to pay shall be determined in accordance with the **Insurance Company**'s determination of the value of the property, evaluated at the place and time of such loss (taking into consideration depreciation due to wear and tear).

If the damaged property is restorable or repairable, the amount of loss shall be the cost to repair the property to the condition at the time immediately before the damage, but in no case shall this cost exceed the value of the property as determined by the **Insurance Company**.

If an item that is part of a set is stolen or damaged, You will be covered for that item only and not for the entire set.

In addition to the coverage for loss or damage set out above, the **Insurance Company** will pay for loss of or damage to **Your** personal belongings when an airline, hotel, travel agency, spa or sports establishment has taken responsibility to keep or transport labelled items for **You** and when **Your** property has been lost or damaged and **Your** claim has been denied by the airline, hotel, travel agency, spa or sports establishment.

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## Valuable Property

Valuable property is defined as items with an individual value exceeding \$150 per item and include the following: items made of precious metals, genuine pearls or precious stones, antiques, works of art, precious carpets, pocket and wrist watches, fur coats and other fur products, cameras, projectors, telephones, binoculars, wine, liquor, music players and other musical equipment, radios, televisions, computer equipment, collections of CDs and record albums. Valuable property is reimbursable up to the maximum amount shown in the Schedule of Coverage per incident of loss or theft. Mobile phones (including smart phones) and mp3 players are reimbursable up to a maximum of \$300, and cameras are reimbursable up to a maximum of \$700.

## H. Cash

The **Insurance Company** will reimburse **You** up to the maximum amount shown in the Schedule of Coverage for loss of cash due to theft, **Accident**, damage due to breaking and entering, **Assault**, fire, storm, catastrophe, or traffic **accident**.

#### I. Valuable Documents

The **Insurance Company** will reimburse **You** for out of pocket expenses up to the maximum amount shown in the Schedule of Coverage, related to theft or damage of a Valuable Document, due to **Accident**, breaking and entering, **Assault**, fire, storm, catastrophe, or traffic **accident**.

## **Exclusions**

This Policy does not insure or cover any damage to or loss or theft of:

- Any property left behind, lost or mislaid, even if the property has been stolen after You have left it somewhere;
- Any property left in an unlocked hotel room, dormitory room, boarding house room, passenger cabin, sleeping car, bus or car;
- Any property left behind overnight in any means of transport. If property is temporarily left in means of transport during daytime, the property must be locked in a trunk which is inaccessible from the interior or locked in a glove compartment;
- Any cash, valuable property (jewelry, cameras, laptops/iPads and similar however not including mobile phones) or **Valuable Documents** not carried on **You** or not kept in a locked device when **You** are absent;
- Any cash, valuable property or Valuable Documents left in tents, cars, buses, boats, caravans, trailers or any other means of transport;
- Any cash, valuable property or Valuable Documents checked in with an airline;
- Any weapons;
- Any damage due to scraping or wear and tear;
- Superficial damage to suitcases that does not affect their use;
- Damage to property that occurs from normal wear and tear, rusting, moulding or discolouration, or any damage that might affect the appearance but does not affect the function of the property;
- Marring, scratching, peeling of paint or any other damage to the appearance of the property not resulting in loss of its function;
- Any damage due to improper packing;
- Any damage from liquid that flowed out from a packed container;
- Animals:
- Motor-driven vehicles, caravans or trailers;
- Water-going vessels (except windsurfing boards);
- Hovercrafts, hydroplanes or any other aircraft;

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- Parts or equipment to such vehicles and crafts that are excluded as aforementioned, if the parts or the
  equipment can be covered by a motor vehicle, boat or aircraft insurance policy;
- Any damage that will be paid for through another insurance policy or reimbursed from another source.
- Perishable items, bikes that are not checked as baggage with the Common Carrier;
- Household items, furniture, artificial teeth or Limbs, hearing aids, eyeglasses of any type, contact lenses, securities, documents; and
- Items related to **Your** occupation, antiques or collector items, items that are fragile, items that are obtained illegally, or articles that are insured on a valued basis by another insurer.

In addition, all indirect costs following a loss or theft are not covered.

## Baggage Delay

## Terms of Coverage

The **Insurance Company** will reimburse **You** in the manner and with the amounts described below, in the event of a baggage delay. This coverage is subject to the limitations described herein and in the sections **Period of Coverage** and **Exclusions**.

## J. Baggage Delay

The **Insurance Company** will pay, against receipts, up to the maximum amount shown in the Schedule of Coverage for necessary and reasonable replacement costs of clothing and personal hygiene items relating to and associated with baggage delay in excess of 24 hours at the airport for all **EF** flights except the return flight to **Your** departure point. **Your** baggage must be registered on departure in order for benefits to be paid by the **Insurance Company**.

## **Exclusion**

• This Policy does not cover any claim that will be paid for through another insurance policy or by any other responsible party, airline or bus carrier.

## **Tour Cancellation & Interruption**

#### Terms of Coverage

The **Insurance Company** will reimburse **You** in the manner and with the amounts described below (excluding any non-refundable insurance premiums) in the event **Your EF Tour** is cancelled or interrupted due to any of the below mentioned **Unforeseen Reasons**. The event or **Accident** causing **You**, **Your** School Board, or Association to cancel or interrupt **Your EF Tour** must have occurred during **Your** period of coverage. The Tour Interruption benefits will only be granted once for the **Illness** or **Accident** of any one **Family Member**.

In order for **You** to obtain Tour Cancellation benefits the **Claims Agent** and **EF** must be notified in writing or by telephone of the need to cancel **Your** tour. If the event which causes the cancellation occurs 120 days or more before **Your** departure on **Your EF Tour**, **You** must notify the **Claims Agent** and **EF** no later than 110 days before **Your** departure on **Your EF Tour**. If the event which causes the cancellation occurs less than 120 days before **Your** departure on **Your EF Tour**, **You** must notify the **Claims Agent** and **EF** as soon as reasonably possible after said event and in all cases before **Your** departure In order for **You** to obtain Tour Interruption benefits, the **Claims Agent** must pre-approve the necessity to return to **Your** city of residence prior to the Tour Interruption. Without a pre-approval, costs will be compensated according to the necessity and reasonableness of the measures taken and the costs incurred, as deemed by the **Insurance Company**.

#### K. Tour Cancellation

Under the terms of this insurance, a refund of the amounts described below will be issued, should **You** or **Your** parent or legal guardian cancel **Your EF Tour** due to the following **Unforeseen Reasons**:

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- a. Your death, if Your death occurs before Your departure on Your EF Tour;
- b. Your Illness or Accident (excluding mental or psychological health disorders or eating disorders) which occurs before Your departure on Your EF Tour and requires medical treatment at the time of cancellation and is so disabling as to prevent Your participation in Your EF Tour and for which Your Doctor has advised against travel;
- c. You being hospitalized as an in-patient for mental or psychological health disorders, including eating disorders which occurs before Your departure on Your EF Tour and requires medical treatment at the time of cancellation and is so disabling as to prevent Your participation in Your EF Tour and for which Your Doctor has advised against travel;
- d. An **Illness** or **Accident** leading to **hospitalization** or death of a **Family Member** which occurs before **Your** departure on **Your EF Tour**;
- e. **You** being required to serve on a jury, subpoenaed (except if **You** are the defendant), activated into military service, or having **Your** home made uninhabitable by fire or flood or other natural disaster;
- f. **You** being directly involved in a traffic **accident** en route to the departure of an **EF Tour**, as substantiated by a police report; or
- g. **Your** parent or legal guardian experiencing involuntary termination or layoff of permanent employment, not including contract or self-employment, when actively employed with the same employer for at least 6 months prior to the effective date of **Your** coverage under this Certificate.
- h. **Your** parent or legal guardian are transferred by their employer which requires **You** to move from **Your** principal residence, causing **Your** new principal residence to be outside of **Your** current School Board region.
- Confirmed PCR positive COVID-19 within 5 days of departure, and regulations in Canada or Destination Counties will not allow You to travel.

If **You** have to cancel **Your EF Tour** due to any of the above covered reasons, the **Insurance Company** will reimburse **You** for the **Non-Refundable Tour Payments** up to the maximum compensation amount shown on the Schedule of Coverage (page 4), (excluding the non-refundable insurance premium).

## L. Tour Interruption

Under the terms of this insurance, a refund of the amounts described below will be issued, should **You** die or be forced to interrupt the **EF Tour** due to:

- a. Your Illness or Accident (excluding mental or psychological health disorders or eating disorders) which
  occurs while on Your EF Tour and requires medical treatment at the time of interruption and is so
  disabling as to prevent Your continued participation in Your EF Tour and for which a Doctor has advised
  against continuing on Your EF Tour;
- An Illness or Accident leading to hospitalization or death of a Family Member while on Your EF Tour;
   or
- c. Robbery or theft of **Your Valuable Documents** (must be supported by a police report).

If **Your EF Tour** is interrupted due to any of the above covered reasons, **You** will be reimbursed, up to the maximum amount shown in the Schedule of Coverage, for the cost of economy coach, train or airfare by the most direct route, less any refunds paid to **You** or the Group Policy Holder, in order to reach the return destination or to travel from the place where **Your EF Tour** was interrupted to where **Your EF Tour** can be rejoined. **You** will also be reimbursed the **Non-Refundable Tour Payments** up to the maximum compensation amount shown on the Schedule of Coverage (page 4).

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#### M. School Board Tour Cancellation

The **Insurance Company** will reimburse **You** in the manner and with the amounts described below (excluding any non-refundable insurance premiums) in the event **Your EF Tour** is cancelled due to any of the below mentioned **Unforeseen Reasons**. The School Board Cancellation decision and the Unforeseen Reason causing **Your EF Tour** cancellation must have occurred during **Your** period of coverage.

In order for **You** to obtain Tour Cancellation benefits the **Claims Agent** and **EF** must be notified in writing by **Your** School Board or Association on official letterhead and include both the School Board or Associations cancellation decision and specify which covered reason caused them to cancel the tour.

Under the terms of this insurance, a refund of the amounts described below will be issued, should the School Board or Association cancel our **EF Tour** due to the following **Unforeseen Reasons**:

- a. An act of terrorism as certified by the Government of Canada occurs in Your departure city for Your EF Tour or in a city which is a destination on Your EF tour itinerary. The event must occur 45 days or fewer prior to the tour date.
- b. A teacher Labour Strike in the approving school or school board that has authorized **Your EF Tour** that results in complete work stoppage, and the Strike is in effect 45 days or fewer prior to the departure of the tour.
- c. The Government of Canada issuing a "Avoid Non-Essential Travel" or "Avoid All Travel" Travel Advisory after **You** have purchased **Your** insurance for a location that is a listed destination on **Your EF Tour** itinerary and the travel warning is in effect 45 days or fewer prior to the tour date;

If **Your** School Board or Association cancels **Your EF Tour** due to any of the above covered reasons, the **Insurance Company** will reimburse **You** for the **Non-Refundable Tour Payments** up to the maximum compensation amount shown on the Schedule of Coverage (page 4).

#### N. Additional Costs for Return Home due to Violent Outbreak

The **Insurance Company** will pay up to the maximum amount shown in the Schedule of Coverage for the additional costs incurred if **You** must return home immediately after the outbreak of violence in the area where **You** are in accordance with recommendations by official authorities in **Your** home country (Global Affairs Canada or Ministry for Foreign Affairs). Also, the **Claims Agent** must have pre-approved the necessity to return home.

#### O. Accommodation Extra Cost

The **Insurance Company** will also reimburse **You** for reasonable costs resulting from a change in the per person occupancy rate for prepaid arrangements if a travelling **Family Member**'s **EF Tour** is delayed or interrupted for one of the aforementioned covered reasons and **Your EF Tour** is not. The **Insurance Company** will also reimburse **You** for reasonable additional accommodation and transportation expenses up to the maximum amount shown in the Schedule of Coverage if a travelling **Family Member** must remain **hospitalized**.

#### P. Delay due to Theft of Valuable Documents

The **Insurance Company** will pay, against receipts, up to the maximum amount shown in the Schedule of Coverage for reasonable accommodations, meal and local transportation expenses incurred by **You** if **You** are delayed for 8 hours or more while in route to or from, or during an **EF Tour**, due to the theft of **Valuable Documents**.

#### **Exclusions**

The **Insurance Company** will not pay Tour Cancellation or Tour Interruption benefits for changes in travel plans due to:

a. Carrier-caused delays (including bad weather);

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- b. Personal change of plans by You or a Family Member;
- c. Anxiety or fear;
- d. Business or contractual obligations;
- e. Prohibition or regulation by any government, including if **You** are deemed by such government to be inadmissible to the country **You** are travelling to;
- f. Default of tour or program operator (including **EF** and its affiliated parties), airline, cruise line or any other organisation which results in a loss of service;
- g. Your inability to obtain the necessary travel documents (passports, visas, etc.); or
- h. Detention or confiscation by customs.
- i. You committing or attempting to commit a criminal act.
- j. You not following a prescribed therapy or Treatment
- k. Any loss, **Injury** or death related to intoxication, the misuse, abuse, overdose of, or chemical dependence on medication, drugs, alcohol or other intoxicant, other than as prescribed by a **Physician**.
- Any non-emergency, investigative or elective **Treatment** such as cosmetic surgery, chronic care, rehabilitation, or any directly or indirectly related complications.

In addition, the **Insurance Company** will not pay Tour Cancellation or Tour Interruption benefits for **You** or any **Family Member**'s loss, **Illness** or **Accident** resulting from or relating to excluded conditions as per the Exclusions of the **Illness** & **Accident** section and as per this Certificate.

#### **General Provisions**

## General Exclusions Relating to All Types of Coverage

No insurance coverage is provided and the **Insurance Company** will not pay for any losses resulting directly or indirectly from:

- a. Failure to provide reasonable proof of a loss;
- b. Circumstances that were known, foreseen or expected prior to applying for coverage;
- c. Pandemic diseases as declared by the World Health Organization, the Government of Canada or any local authority, provided this exclusion shall not apply to expenses otherwise covered under the Illness & Accident coverage where such declaration is made for the country or a region of the country that is a destination on Your EF tour after travel has commenced;
- d. Suicide, suicide attempt or violent behaviour on Your part;
- e. A willful act, criminal act or gross negligence on **Your** part or on the part of anyone entitled to receive a benefit:
- f. War, hostile acts of a foreign power, revolution, usurped power, civil war, act of war (declared or undeclared), riots or rebellion ("riot" meaning tumultuous disturbance of the peace by a group of persons whether national or local, gravely threatening the social peace and order of the area) or other disturbances of a similar nature, however, not including direct acts of terrorism ("direct", meaning an immediate and geographically proximate threat to personal safety) excluding "nuclear, chemical and biological terrorism" as set out below, provided this exclusion shall not apply to expenses otherwise covered under the Additional Costs for Return Home due to Violent Outbreak coverage;

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- g. Nuclear radiation or radioactive contamination or injuries from any explosive or hazardous materials, radioactive, explosive or other material of a hazardous nature, or any **accident** arising therefrom, of nuclear fuel materials (including spent fuel) or properties (including products yielded in the process of nuclear fission) contaminated by nuclear fuel materials;
- h. Seizure, requisition, confiscation or destruction by any government or public authorities; or
- Losses that can be paid by any other insurance policy, government sponsored program, etc.

## Nuclear, Chemical, Biological Terrorism Exclusion Clause

Notwithstanding any provision to the contrary within this Certificate or any endorsement thereto, it is agreed that this Certificate excludes any losses directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

"Nuclear, chemical, biological terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any solid, liquid or gaseous chemical agent and/or biological agent during the period of this insurance by any person or groups(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Chemical agent" shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

"Biological agent" shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s), including genetically modified organisms and chemically synthesized toxin(s), which cause **Illness** and/or death in humans, animals or plants.

#### Territory

This coverage applies worldwide excluding Iran, Syria, Sudan, Cuba and North Korea.

#### Liberalization

If the **Insurance Company** adopts any policy coverage changes during the Period of Coverage without an additional premium charge, then **You** will automatically receive the benefit of the broadened insurance. This shall not apply to claims that have already been submitted

#### Limitation of Actions

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of Alberta and British Columbia), The Insurance Act (for actions or proceedings governed by the laws of Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), or in other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Quebec Civil Code.

## Applicable Law

This Certificate is governed by the law of the province or territory where **You** resided at the time of purchase of this coverage, and the laws of Canada applicable therein. Any terms of this Certificate which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which this policy is delivered are amended to conform to such statutes, laws or regulations.

## Sanctions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the **Insurance Company** from providing insurance, including, but not limited to, the payment of claims.

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## Other Insurance and Subrogation

If a claim is covered by this Certificate and by another insurance policy issued by another insurance carrier, this Certificate shall always be secondary to all other insurance policies and the **Insurance Company** shall not be obligated to pay until the limits of all other applicable insurance policies have been exhausted. Following the exhaustion of all other insurance policies, the **Insurance Company** will pay up to the limits shown on the *Maximum Compensation* schedule (page 3) for any claims not already covered and paid by other sources.

In the event of any payment under this Certificate, this **Insurance Company** shall be subrogated to the rights as stated in 1. and 2. below to the extent of such payment and without prejudice to **Your**:

- 1. right of recovery, if You are to be indemnified for damages by any person or organisation; and
- 2. right of subrogation, if **You** are to be subrogated to the right of others on account of a payment of claim to an injured party. If **You** collect damages from such other party, whether by suit, settlement or in any other manner, then **You** shall be liable to the **Insurance Company** for the lesser of either:
  - a. The amount collected by You; or
  - b. The amount of all payments made by this **Insurance Company** for the expenses incurred by **You** to which such damages are related.

The **Insurance Company** may require **You** to execute a statement acknowledging the **Insurance Company**'s right of recovery from other parties, including but not limited to another **Insurance Company** before the **Insurance Company** makes payment of any expenses reasonably believed by the **Insurance Company** to be subject to this section of the Policy.

You shall cooperate with the **Insurance Company** in securing and enforcing the **Insurance Company**'s right under the preceding paragraphs and in obtaining such evidence, instruments, and papers as required by the **Insurance Company** for such purpose.

## **Complaint Procedures**

If there is any occasion when this Policy (or related service) does not meet expectations, please contact Us so that **We** can address concerns quickly. Zurich Canada has a complaint handling program that reflects its commitment to providing a simple, professional and timely complaint handling procedure. **You** may obtain a copy of Zurich's complaint handling program by calling: 416-586-6773 or toll free at: 800-387-5454 ext.6773, or from Our website: https://www.zurichcanada.com/en-ca/aboutzurich/complaint

If **You** are still not satisfied with the resolution to **Your** complaint or inquiry, **You** may communicate **Your** complaint or inquiry in writing to:

General Insurance Ombudservice 2727 Courtice Road, P.O. Box 98009 Courtice, ON L1E 3A0

This Certificate is valid and applicable from the purchase date as shown in the confirmation of coverage received from **EF** and until the return date of the **EF Tour**.

Please keep this Certificate with Your other important documents.

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## **CANCEL FOR ANY REASON (CFAR) INSURANCE ADD-ON**

#### Eligibility for Coverage

To be eligible for the Cancel For Any Reason (CFAR) Insurance Add-On, **You** must purchase this coverage for an additional cost with **Your** enrollment under the Group Policy.

## Application for Coverage

When **You** enroll on **Your EF Tour** 110 days or more prior to departure, **You** will be enrolled in the Global Travel Protection Plan and CFAR Insurance Add-On and Premiums must be paid within 30 days after **You** enroll under the Group Policy.

The CFAR Insurance Add-On cannot be purchased within 109 days prior to the date of **Your** departure on **Your EF Tour**.

## Cancellation of Coverage

**You** can cancel the additional CFAR Insurance from Add-On from **Your EF Tours** account up to 30 days after **You** enroll under the Group Policy or provide payment of the premium, whichever day is the latest, unless **You** have submitted a claim. After this time the premium paid by **You** for the insurance is not refundable. The cost of the Any Reason Cancellation Add-On coverage insurance is set out in **Your EF Tours** invoice.

## Terms of Coverage

If **You** need to cancel **Your EF Tour** for any other reason not covered under the Global Travel Protection Plan, **You** may cancel **Your EF Tour** up to 24 hours or more before the date (and time) of **Your** departure on **Your EF Tour**, and **You** will be reimbursed 80% of the **Non-Refundable Tour Payments**.

## **Exclusions**

The **Insurance Company** will not pay the CFAR Insurance Add-On benefit for cancellations if the **EF Tour** operator is or becomes bankrupt, insolvent, in receivership or has sought protection from creditors under any bankruptcy, insolvency or similar legislation, or completely or substantially fails or defaults to supply its services or carry on business.

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