EF Educational Tours – Global Travel Protection Plan Certificate of Insurance



Zurich Insurance Company Ltd (Canadian Branch) provides the insurance for this Certificate of Insurance ("Certificate") under Group Policy # 8452593 issued to **EF** Travel Canada Ltd.

This certificate contains clauses which may limit the amounts payable.

READ this Certificate CAREFULLY

Policy No. 8452593

Who to Contact

To contact the **Insurance Company**:

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 2 Bloor Street East, 16th Floor Toronto, Ontario M4W 1A8

For 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

For Claims Handling:

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

Website: https://ca-fnol.claims.global/eftours
Email: newhumanriskclaims@crawco.ca

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Global Travel Protection Plan – Schedule of Coverage (all amounts shown are in Canadian dollars)

COVERAGE

MAXIMUM COMPENSATION PAYABLE*

ILLNESS & ACCIDENT

A.	Medical Expenses	Up to \$1,000,000*
B. Emergency Home Evacuation		Up to \$50,000**
C.	Emergency Family Travel and Accommodation Benefit	Up to \$50,000**
D.	Repatriation of Remains	Up to \$50,000**
	 Local Burial 	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
	 Valuable Property 	Up to \$1,400
Н.	Cash	Up to \$400
I.	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****
	 Transportation extra cost 	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 \$840
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

^{*} If **You** are not covered under a Canadian government health insurance plan on the date the claim is incurred, reimbursement for eliqible 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.

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^{** \$50,000} is the combined maximum compensation for B) Emergency Home Evacuation, C) Emergency Family Travel and Accommodation Benefit and D) Repatriation of Remains.

^{***} 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.

^{**** &}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 #8452593 underwritten by Zurich Insurance Company Ltd (Canadian Branch) issued to **EF** Travel Canada Ltd. as the **Group Policyholder**. 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.

This Certificate of Insurance contains clauses which may limit the amounts payable.

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 of Insurance 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 first page.

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 privacy.zurich.canada@zurich.com.

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

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<u>privacy.zurich.canada@zurich.com</u>.**You** can also review our Privacy Policy at https://www.zurichcanada.com/en-ca/about-zurich/privacy-statement.

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.

Head of Underwriting, Canada Authorized representative

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, Cuba, North Korea, Republic of Belarus, Russian Federation, and Ukraine (including the Crimean Peninsula and the Donetsk and Luhansk regions).

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 for **Your EF Tour**; and Accident and Illness, Baggage and Property, and Baggage Delay coverage can be purchased up until 1 day prior to the 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 under the **Tour Cancellation** Section of this Certificate is effective 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.

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

Coverage is effective 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:

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- 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);
- 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.

Terms You Should Know- Definitions

In the Group Policy and in the Certificate of Insurance, certain words have been capitalized and bolded as they have very specific and defined meanings as set out below.

Accident(al)

Accident(al) means a sudden, unexpected, unforeseeable and unavoidable external event 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

Assault means an unprovoked intentional physical violence.

Biological Agent

Any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s), including genetically modified organisms and chemically synthesised toxin(s), which cause **Illness** and/or death in humans, animals or plants.

Chemical Agent

Any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

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.

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Covered Trip

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).

Disability

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

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;
- 2. Practicing within the scope of that license; and
- 3. Not Your Family Member.

EF

EF means EF Educational Tours.

EF Tour

Means the trip You have purchased through EF.

Elective Treatment

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 cosmetic surgery and cosmetic medical interventions such as botox and dermal filler **Treatments**, tubal ligation, vasectomy, breast reduction, sexual reassignment surgery, submucous resection or 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.

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.

Group Policyholder

Group Policyholder means the company or legal entity with whom **We** enter into the policy.

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;

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- 2. Provides 24-hour nursing service by registered nurses on duty or call;
- 3. Has a staff of one or more licensed **Doctors** 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

This 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

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 **Illness**;
- 2. Prescribed or ordered by a **Doctor** or furnished by a **Hospital**;
- 3. Performed in the least costly setting required by Your condition; and
- Consistent with the medical and surgical practices prevailing in the area for **Treatment** of the condition at the time rendered.

Purchasing or renting: air conditioners, air purifiers, motorized transportation equipment, escalators or elevators in private homes, eyeglass frames or lenses, hearing aids, swimming pools or supplies for them, and 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**, disease, 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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Nuclear, Chemical, Biological Terrorism

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 organization(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.

Participant(s), You and Your

These refer to the person travelling with an **EF Tour**.

Pre-existing Medical 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, 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.

Riot(s)

The tumultuous disturbance of the peace by a group of persons, whether national or local, gravely threatening the social peace and order of the area.

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 **Participant'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.

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Valuable Property

Valuable property means items with an individual value exceeding \$150 per item and include but are not limited to the following: items made of precious metals, genuine pearls or precious stones, jewelry, antiques, works of art, precious carpets, pocket and wrist watches, fur coats and other fur products, cameras, projectors, mobile phones including smart phones, computers, laptops, tablets headphones and earphones as well as, binoculars, wine, liquor, music players and other musical equipment.

Vehicle

Vehicle means any private or rental passenger automobile, motorcycle, mobile home, camper truck or trailer that **You** use 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, Our, and Insurance Company

These refer 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.
- 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, bus company, hotel, travel agency, spa or sports establishment, **You** must immediately notify that entity and obtain a report. For damaged property, **You** must obtain pictures of the damaged property.
- 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, You must 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 payment method;
 - c. Your EF Tour number and EF account number;
 - d. documentation detailing the reason for the cancellation or interruption of **Your EF Tour**;

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- 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 Policyholder**;
- 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.).
- 8. Send the Claim Form to the **Claims Agent** as soon as possible. Please note that all Claim Forms must be received 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, You must 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.

This Certificate contains a provision removing or restricting the right of a 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 the first page of this Certificate.

Illness and Accident

Terms of Coverage

The Insurance Company will pay Reasonable and Customary Charges up to the maximum amount shown in the Schedule of Coverage for Medically Necessary expenses and up to the combined maximum amount shown in the Schedule of Coverage for Emergency Home Evacuation, Emergency Family Travel and Accommodation Benefit and Repatriation of Remains (and other care and supplies as described below) relating to an Illness or an Injury which occurred during an EF Tour, subject to the terms and conditions of this Certificate. The Illness or Injury must have occurred during the period of coverage. Any Injury must have been caused by an Accident. 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.

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The Illness and Accident Section of this Certificate 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 Injury should be provided in the host country.

A. Medical Expenses

The **Insurance Company** covers the **Reasonable and Customary Charges** incurred if **You** require **Treatment** during an **EF Tour** due to an **Illness** or **Injury**. The following benefits are limited to the maximum amount stated in the Schedule of Coverage:

- 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 **Injury**;
- Physical therapy expenses for an **Illness** or **Injury** are covered if **You** have been referred by a **Doctor** and it has been pre-approved by the **Claims Agent**;
- Up to a total maximum of \$1,400 for chiropractic care, acupuncture **Treatment** or other alternative medicine practices if **You** have been referred by a **Doctor** for a covered **Illness** or **Injury**;
- Dental care if Your sound and natural teeth are injured as a result of 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 **Injury** which occurred
 during an **EF** tour;
- 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**.
- Reasonable 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 until **Your Doctor** confirms that **You** are medically fit to travel home.

B. Emergency Home Evacuation

If You have a life-threatening condition relating to an Illness or Injury that is covered by this insurance, and if You are unable to return on the scheduled EF Tour flight due to such life-threatening condition, You will be covered, 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. If approved by the Claims Agent in advance, reasonable 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, until Your Doctor confirms that You are medically fit to travel home when You have been released from the Hospital.

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. If Medically Necessary, the Insurance Company will pay the cost of a return economy class airfare, or upgrade as recommended by Us, by the most direct route for a qualified medical attendant to accompany You, in addition to the attendant's reasonable fees and expenses, The Insurance Company will not pay for the cost to return You to the place where the EF Tour was interrupted.

C. Emergency Family Travel and Accommodation Benefit

You will be covered 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** if:

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- a. You are confined in a Hospital outside Your country of residence relating to an Illness or Injury that is covered by this Certificate and Your Doctor requires the personal attendance of a Family Member. Costs for accommodation for Your Family Member(s) will be covered 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 confirms that You are medically fit to travel home, whichever comes first; or
- b. **You** die outside **Your** country of residence due to an **Illness** or **Injury** that is covered by this insurance and the presence of a **Family Member** is required by the police or a similar governmental authority.

The costs incurred for accommodation will be covered based on the average hotel rate for the city in which **You** are located and a daily allowance of \$50 per person will be provided.

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. Repatriation of Remains

If **You** die and **Your** death was caused by an **Illness** or **Injury** that is covered by this insurance, **You** will be covered up to the amount shown in the Schedule of Coverage for the expenses to either return **Your** remains to **Your** city of residence, or the **Insurance Company** will pay up to the amount shown in the Schedule of Coverage for local burial in the country where **Your** death occurred if it is not **Your** home country.

The Claims Agent must, wherever reasonably possible, pre-approve and provide the transportation of Your remains. 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** provided **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 consideration the body part(s) permanently impaired as that part(s) relates to **Your** whole person. The **Doctor** will determine the impairment value by use of the American Medical Association's "Guide to Evaluation of Permanent Impairment" most current at the time of claim. If **You** had a **Pre-existing Medical Condition** prior to the **Accident**, the impairment value of the **Pre-existing Medical 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 it 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%).

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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, or 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 Medical Condition;
- All expenses for the Emergency Home Evacuation Benefit and Emergency Family Travel and Accommodation Benefit Benefit related to a Pre-existing Medical Condition or a mental or psychological health disorder;
- All expenses directly resulting from, 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, including implants;
- All expenses resulting from or relating to **Treatment** due to a suicide, attempted suicide, 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, AIDS, or any condition related thereto;
- All expenses resulting from or relating to endemic diseases, epidemics, or pandemics of infectious diseases
 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
 or inoculations, dental and orthodontic check-ups or routine eye exams;
- All expenses for Elective Treatment;
- All expenses resulting from or relating to injuries involving 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 pre-organized 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, 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.

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Baggage & Property

Terms of Coverage

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

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**, if **Your** personal belongings are stolen or damaged due to an **Accident**, breaking and entering, **Assault**, fire, storm, catastrophe, traffic **Accident**, or due to other sudden and unforeseen external forces. 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 file a report with 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, bus company, 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, bus company, hotel, travel agency, spa or sports establishment.

Valuable Property

Valuable Property is reimbursable up to the maximum amount shown in the Schedule of Coverage per incident of loss or theft, whereof mobile phones (including smart phones) 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, traffic **Accident**, or due to other sudden and unforeseen external forces.

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, traffic **Accident** or due to other sudden and unforeseen external forces.

Exclusions

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

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- 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 the day, the property must be locked in a trunk which is inaccessible from the interior or locked in a glove compartment;
- Any cash, Valuable Property, 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 unsecured 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 rusting, moulding, discolouration, marring, scratching, peeling of paint or
 any other damage to the appearance of the property that might affect the appearance but does not affect the
 function of the property;
- 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;
- 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, 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 Schedule of Coverage, Period of Coverage and Exclusions Sections.

J. Baggage Delay

The **Insurance Company** will pay, against receipts, up to the maximum amount shown in the Schedule of Coverage for reasonable and necessary 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**

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departure point. **Your** baggage must be registered upon 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 and 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 **Unforeseen Reasons** 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 **Injury** 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 EF 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 on **Your EF Tour**.

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**:

- a. Your death, if Your death occurs before Your departure on Your EF Tour;
- b. **Your Illness** or **Injury** (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, 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

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- 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.
- i. Confirmed PCR positive **COVID-19** within 5 days of departure, and regulations in Canada or destination countries 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 (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 Injury (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 for which a
 Doctor has advised against continuing on Your EF Tour;
- b. An Illness or Injury leading to Hospitalization or death of a Family Member while on Your EF Tour; or
- c. Robbery or theft of Your Valuable Documents (that is supported by a police report).

If **Your EF Tour** is interrupted due to any of the above covered reasons, **You** will be covered, 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 Policyholder**, 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.

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 EF Tour.

Under the terms of this insurance, a refund of the amounts described below will be issued, should the **School Board or Association** cancel the **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 EF 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 **EF Tour**.

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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 Unforeseen 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.

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 **Unforeseen 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. Common Carrier-caused delays (including bad weather);
- 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 **Doctor**.

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I. 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 **Injury** due to an **Accident** resulting from or relating to excluded conditions as per the Exclusions of the **Illness** and **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** and **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), Riot or rebellion 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;
- 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
- i. 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 insurance 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** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Territory

This coverage applies worldwide excluding Iran, Syria, Sudan, Cuba, North Korea, Republic of Belarus, Russian Federation, and Ukraine (including the Crimean Peninsula and the Donetsk and Luhansk regions).

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.

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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 Saskatchewan) 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

Notwithstanding any other terms under this agreement, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any insured or other party to the extent that such cover, payment, service, benefit would violate any applicable trade or economic sanctions law or regulation.

Other Insurance and Subrogation

If a claim is covered by this Certificate and by another insurance policy issued by another insurance carrier, this insurance 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 Schedule of Coverage Maximum Compensation 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 organization; 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.

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Complaint Procedures

If there is any occasion when this Policy (or related service) does not meet **Your** expectations, please contact Us so that **We** can address concerns quickly. The **Insurance Company** 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 the **Insurance Company'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/about-zurich/concerns.

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** 70 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 69 days prior to the date of **Your** departure on **Your EF Tour**.

Cancellation of Coverage

You can cancel the additional CFAR Insurance 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 CFAR Insurance Add-On is not refundable. The cost of the CFAR Add-On coverage insurance is set out in **Your EF Tours** invoice.

Terms of Coverage

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.

Payment of Claim

If **You** make a claim to cancel **Your EF Tour** under the CFAR Insurance Add-On, **We** will be the primary payor in excess of any amounts refunded by the travel supplier.

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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