



## *EF Educational Tours*

*Policy no. 800.321.CAS*

# GENERAL CONDITIONS

## WHO TO CONTACT

*Our global network of Claims Agents will assist you wherever you are. Therefore, whenever you need help or information with regard to your insurance, always contact a Claims Agent. Claims Agents will accept "collect calls", or call you back, if asked to.*

### **Emergency Assistance while on tour:**

AXA Assistance  
Garmischer Str 10, D-80339 Munich, Germany  
Tel: (+49) 89 500 704 849 (24 hrs)  
1 800 847 3948 (24 hrs toll-free in Canada)  
Fax: (+49) 89 500 70 394  
E-mail: efekta@axa-assistance.de

### **Claims Handling:**

Aetna Student Health  
P.O. Box 15719  
Boston, MA 02215-1201, USA  
Tel: (+1) 617 218 8400 (business hours)  
1 800 783 7447 (toll-free in Canada)  
Fax: (+1) 860 907 4652  
E-mail: erika@aetna.com

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## POLICY SCHEDULE

*Maximum compensation* (Amounts in CAD)

### MEDICAL & ACCIDENT INSURANCE

A. Medical Expenses	45,000*
B. Emergency Home Evacuation	45,000*
C. Family Member Reimbursement	45,000*
D. Home Repatriation	45,000*
– local burial	10,000
E. Accidental Death	35,000
F. Accidental Disability	35,000

### BAGGAGE & PROPERTY INSURANCE

G. Baggage and Property	2,800
– sublimit for defined Valuable Property	1,400
H. Cash	400
I. Valuable Documents	700

### DELAY INSURANCE

J. Baggage Delay	225
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### TOUR CANCELLATION AND INTERRUPTION INSURANCE

L. Tour Cancellation	tour price
M. Tour Interruption	unused part of tour price
– flight extra cost	1,500
– accommodation extra cost	800

\*) CAD 45,000 is the combined maximum compensation for A, B, C and D.

### DEDUCTIBLES

#### Medical & Accident Insurance

CAD 40 each condition.  
No deductible for Accidental Death and Accidental Disability.

#### Baggage & Property Insurance

CAD 40 each event.

#### Delay Insurance

24 hour waiting period for Baggage Delay.

#### Tour Cancellation and Interruption Insurance

No deductible.

The Tour Cancellation and interruption insurance fee is non-refundable, once contracted.

## GENERAL INFORMATION

### INTRODUCTION

This Travel Insurance is underwritten by Efekta Insurance International Ltd, Bermudiana Arcade, 3rd floor, 27 Queen Street, HM11 Hamilton Bermuda, hereafter referred to as the “Insurance Company” through a master policy issued to EF Cultural Travel Ltd. All participants travelling with EF Cultural Travel Ltd, Haldenstrasse 4, CH-6006 Lucerne, Switzerland, hereafter referred to as EF, are eligible to benefit from the coverage afforded by this policy. The coverage available to you is reflected on the Policy Schedule page (page 5). The insurance premium is considered fully used at the first moment of coverage.

As an insured under this policy, you are to act responsibly and take all reasonable measures to prevent a loss or to limit a loss already incurred. 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 later in this policy (page 8). If you have any questions about coverage, you should contact the Claims Agent. To file a claim, please call a Claims Agent at one of the numbers provided on page 3.

### PERIOD OF COVERAGE

Coverage provided by the *Medical & Accident, Baggage & Property* and *Tour Interruption* sections of this insurance policy is from the first to the last day of your EF tour. Coverage begins at 00:01 a.m. on the first day of your EF tour and terminates at 00:01 a.m. on the day after your tour ends, or – if you leave the tour – when you return to your city of residence, or when your tour is terminated, whichever date is earliest. If the return from your tour is delayed or cancelled for reasons covered by this insurance policy, coverage is extended until you return to your city of residence. Coverage provided by the *Tour Cancellation* section of this insurance policy begins on the day when EF receives the insurance fee and ends at the time of departure of the tour, or when the tour is cancelled, whichever date is earliest.

### TERMS YOU SHOULD KNOW

Definitions applying to the following words when used in this policy:

#### Accident

Bodily injury caused solely and directly by violent, unexpected, external, and/or visible means while you are covered by this insurance policy.

#### Assault

Unprovoked intentional physical violence.

#### Disability

Permanent loss or reduction of bodily function as the result of an accident (not covering disability income).

#### Deductible

The amount you pay before the Insurance Company begins to pay any benefits pursuant to this insurance policy. When there is a deductible, it applies to each loss insurable by this policy. Refer to individual sections in this policy for the deductible that applies to each type of loss. For medical expenses, the deductible is per condition and should be paid at your first visit to the doctor.

#### Family Member

A spouse, parent, child, sibling, grandparent, grandchild, legal guardian, or live-in companion. If a married couple (incl. live-in companions and domestic partners) is travelling on tour and both are covered under this insurance then family members will also include: parents-in-law, step-children and sisters/brothers-in-law.

#### Illness

Bodily sickness or disease that begins after you are insured by this insurance policy and which causes a loss insured by the insurance policy.

#### Insured

The person who benefits from this insurance and who is travelling on an EF tour.

#### Participant

The person who attends an EF tour.

#### Pre-existing Condition

Any injury, sickness or condition for which you have received treatment or have been diagnosed, or which would have caused a prudent person to seek diagnosis or treatment prior to the effective date when this insurance coverage takes effect.

#### Reasonable Customary Charges

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

#### You

The person who benefits from this insurance and who is travelling on an EF tour.

## WHAT TO DO IF A LOSS OCCURS/HOW TO FILE A CLAIM

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

1. After a loss occurs, take the necessary steps to prevent or minimize a further loss.
2. Document the loss by outlining the time, place and circumstances, the extent of the loss and the names and addresses of available witnesses. Provide the Claims Agent with this information promptly.
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 or accident loss, obtain medical care receipts and reports showing diagnosis and treatment periods, and other relevant information about the illness or injury. You must also 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.
6. In the event that you need to cancel or interrupt your tour, contact your EF representative and the Claims Agent immediately and provide the following information:
  - a) name, address and telephone number;
  - b) tour number and account number;
  - c) your reason for cancelling or interrupting your tour.
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.
8. If the insured fails to comply with the above provisions without reason satisfactory to the Insurance Company, the Insurance Company shall not be liable under this policy in case of non-compliance with the provision of items 3 to 5, for such portions of the loss as the Insurance Company deems the insured would have recovered by enforcement of his/her right of recovery.
9. The Insurance Company will pay: (a) Such portion of the expense incurred for taking steps to prevent or minimize further extension of loss, as stated in item 1, as deemed by the Insurance Company to have been necessary or effective; (b) Expense necessarily incurred for securing or enforcing the insured's right of recovery as stated in items 3 to 5.

*In order to be entitled to benefits, you must deliver a 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, you will not be entitled to any benefits.*

*The Insurance Company will not be liable under this policy in the event the insured or any person entitled to indemnity fails to comply with the requirements of items 1 through 9 or makes a false statement in the documents furnished to the Claims Agent, or commits, or has another person or persons commit forgery or alteration of such documents. For further assistance or Claim Forms, contact the Claims Agent or your local EF representative.*

### **IF YOU DO NOT AGREE WITH THE OUTCOME OF YOUR CLAIM**

If you file a claim and do not agree with the outcome, you have six months to notify the Claims Agent in writing that you want to contest the claim. If not, the Insurance Company is under no obligation to review your claim. Send your appeal to the Claims Agent on page 3 in this policy.

### **IF YOU RECEIVE PAYMENT FROM ANOTHER SOURCE**

If you are entitled to reimbursement from another source – auto or homeowner's insurance, for example – you will not be eligible to receive additional benefits from the Insurance Company until all limits of such insurance have been exhausted. If you have received payment from the Insurance Company and then receive payment from another insurance company or other source, you must provide the Claims Agent with all information and documentation regarding said payment and then reimburse the Claims Agent for its payment. Failure to do so may result in legal action.

**Terms of Coverage**

The Insurance Company will pay necessary, reasonable and customary medical charges up to a combined maximum of CAD 45,000 for *Medical Expenses, Emergency Home Evacuation, Family Member Reimbursement and Home Repatriation* (and other care and supplies as described below) relating to an illness or an accident or to unprovoked bodily assault which occurred during an EF tour, subject to the limitations described in the Period of Coverage and Exclusions sections and all other terms and conditions of this policy of insurance. 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 policy 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 Insurance Company will not pay more than a total of CAD 45,000 for any claim for expenses under subsections A, B, C and D combined of the *Medical and Accident Insurance* section of this policy. The *Medical and Accident Insurance* section of this policy also contains benefits for *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**

After you pay the first CAD 40 of any incurred expenses (your deductible), the Insurance Company will reimburse you, or in the event of death, your estate, for the following reasonable and customary expenses up to CAD 45,000 for treatment provided during the Period of Coverage, for illness or bodily injury caused by an accident or assault:

- » Outpatient doctor's visits for non-routine care and inpatient hospital treatment;
- » Prescription drugs and supplies – prescriptions written by a licensed doctor as treatment for a covered accident or illness;
- » Physical therapy expenses are covered if you have been referred by a licensed physician 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 CAD 1,400 if you have been referred by a licensed doctor as treatment for a covered accident or illness;
- » Dental care – if your sound and natural teeth are injured in an accident, 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 CAD 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.

**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 insurance policy, and if you are unable to return on the scheduled EF flight due to said illness or accident, you will be reimbursed, up to a maximum of CAD 45,000, for the additional costs incurred for your own transportation, if your doctor recommends that you return home earlier or later due to said illness or injury and not with your EF tour. *The Claims Agent must have pre-approved the necessity to return home and the mode of transportation. Without a pre-approval, costs will be compensated according to the General Conditions of the policy taking into consideration the necessity and reasonableness of the measures taken and the costs incurred, as deemed by the insurance company. Also, 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 have a life-threatening condition, or if you die, relating to an illness or accident that is covered and not excluded by this insurance policy, you or your estate can be reimbursed, up to a maximum of CAD 45,000, for two round-trip tickets and accommodations for two Family Members from your home country to visit you. Costs for accommodation will be reimbursed for up to 60 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 meal allowance of up to CAD 25 per day and person will be paid. *The Claims Agent must have pre-approved the necessity to visit the insured, the mode of transportation and the costs involved. Without a pre-approval, costs will be compensated according to the General Conditions of the policy taking into consideration 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 accident or illness that is covered and not excluded by this insurance policy, your estate or your heirs will be reimbursed, up to a maximum of CAD 45,000 for the expenses associated for your body to be sent home, or if your family so desires, the Insurance Company will pay up to a maximum amount of CAD 10,000 for local burial in the country where the death occurred.

**E. ACCIDENTAL DEATH**

In the event of your death, as a result of an accident which occurs during the Period of Coverage and which is covered under the Medical

Expenses section of this policy, the Insurance Company will pay your estate a lump sum benefit of CAD 35,000.

#### F. ACCIDENTAL DISABILITY

If you sustain a permanent disability as a result of an accident while participating in an EF tour, and which is covered under the *Medical Expenses* section of this policy, you may receive up to CAD 35,000 from the Insurance Company, regardless of the number of injuries you incur from the same accident, depending on the extent of your permanent disability. A permanent disability is the future permanent loss or reduction of bodily function due to an accident covered under this insurance policy.

Accidental dismemberment and the degree of permanent physiological disability disregarding how it prevents the insured from performing normal job functions is determined according to disability schedules as per Continental Scale (Form K3 (cs) (France) (13.12.56)), recognised by Lloyd's of London. 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 permanent disability, an accident must lead to a permanent disability within three years from the date of the accident. No payment for any permanent disability benefit shall be due or payable until at least 12 months have passed from the date of the accident. After the first 12 months and as soon as the definite degree of permanent disability is determined, payment pursuant to this policy will be paid with a lump sum representing such portion of the sum insured as corresponds to the degree of permanent disability. If the degree of your permanent disability can be determined and your medical treatment for that permanent disability is completely finished before 12 months have passed from the accident, the right to indemnity arises as soon as your degree of permanent disability has been determined. The determination of your definite degree of permanent disability must, if possible, be done within 3 years of the accident, but can be postponed as long as, according to medical experience or considering the possibilities of rehabilitation, it is necessary.

If the degree of your permanent disability cannot be determined within three years of the accident, you will receive six percent (6%) of the anticipated benefit on a quarterly basis, until the degree of your permanent disability has been confirmed. When the extent of your permanent disability has been verified, you will receive the remainder of your benefit in a lump sum payment.

If you die before the degree of your permanent disability has been determined, your beneficiary will receive a lump sum benefit corresponding to the degree of permanent disability for which your six percent (6%) benefit was calculated, however not exceeding the maximum accidental death benefit.

If the same accident has resulted in injuries on several parts of the body, indemnity is paid with a calculated disablement degree of maximum one hundred percent (100%).

#### Exclusions

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

- » 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 resulting from or relating to treatment due to the abuse of alcohol, sleeping pills, narcotics or other intoxicants;
- » All expenses resulting from or relating to treatment of acne;
- » All expenses resulting from or relating to tattoos and piercing;
- » All expenses resulting from or relating to medical treatment for injuries sustained under the influence of alcohol, sleeping pills, sedatives, narcotics or other intoxicants, if there is a reason to believe that this influence may have provoked or aggravated the injury and the insured is unable to fully prove that there was no relevance between such influence and the injury;
- » 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;
- » All expenses for treatment or prescription drugs related to a pre-existing condition, insofar as they can be reasonably expected. If your condition deteriorates drastically and unexpectedly while you are a participant in an EF tour, you may get reimbursed up to CAD 5,600 for the expenses related to the deterioration;
- » All expenses resulting from or relating to treatment that was required before the effective inception date of this insurance policy and would have made a prudent person seek care prior to the effective inception date of this insurance coverage;
- » 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 epidemics, pandemics of infectious diseases of whatsoever nature when travel restrictions have been issued by World Health Organisation;
- » All expenses resulting from or relating to acute and necessary dental treatment, not due to an accident, in excess of CAD 300;
- » All expenses resulting from or relating to orthodontic treatment;
- » All expenses resulting from or relating to treatment for dental injuries caused by biting or chewing, during the *Period of Coverage* outside your place of domicile in excess of CAD 300;
- » All expenses resulting from or relating to routine health and dental care, such as physical exams, vaccinations/inoculations, dental and orthodontic checkups 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;

- » All expenses resulting from or relating to chiropractic care, acupuncture treatment or other alternative medicine practices in excess of CAD 1,400;
- » All expenses resulting from or relating to accidents due to sporting competitions and training for sporting events or training with a professional club registered by a national sports association or any sport using fire arms or risky sporting events or other risky activities, including but not limited to: Australian football, lacrosse, wrestling, martial arts (i.e. judo, karate, tae kwondo, thai boxing, etc.), rodeo, dirt (motor) biking, car racing, motorcycle racing, driving or riding off road vehicles such as “four wheelers” and snow mobiles, horse racing, hang gliding, sail flying, bungee jumping, boxing, bobsledding, off-piste skiing, ski jumping, short track skating, skydiving, air ballooning, parachuting, motor competitions or similar activities; mountaineering, mountain climbing, white water rafting, jetskiing or activities that can be described as expeditions, *unless these activities are a part of your EF tour*;
- » All expenses resulting from or relating to injuries caused by the use of fire arms;
- » All expenses resulting from injuries due to an exposure to imminent risks of bodily injury, or injuries due to a criminal act committed by the insured or act of aggressive violence initiated by the insured;
- » 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 expenses resulting from or relating to accidents due to flying, unless you are a passenger on a commercial aircraft or on a flight that is part of an EF tour;
- » All related travel costs if a ship or aeroplane is forced to change its route because of your illness or injury;
- » All expenses for eyeglasses or contact lenses;
- » Physical therapy expenses if not prescribed by a legally qualified physician and pre-approved by the Claims Agent;
- » Private nursing home expenses;
- » Spa or health resort expenses;
- » Travel expenses that are beyond what is reasonable;
- » Telephone costs in relation to a covered claim, in excess of CAD 75, other than for telephone calls to the Insurance Company;
- » Expenses beyond those that are reasonable and customary.

### **Terms of Coverage**

The Insurance Company will reimburse you in the manner and with the amounts described below, subject to your CAD 40 deductible for each incident, in the event that 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 AND PROPERTY**

The Insurance Company will pay up to CAD 2,800 per incident, including valuable property up to CAD 1,400, if your personal belongings are stolen or damaged due to 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 participant on an EF tour.

If you incur a loss resulting from your belongings being stolen, damaged due to breaking and entering, assault, traffic accident or due to other sudden and unforeseen external forces, you must report it to the local police department and file a police report as soon as possible. The amount of loss the Insurance Company is liable to pay shall be determined in accordance with the value of the property insured hereunder, evaluated at the place and time of such loss (taking into consideration depreciation due to wear and tear) hereinafter being called “value of the property insured”. The amount of any loss payment which is payable under the insurance policy shall be the amount of loss calculated in accordance with the preceding paragraph, less your deductible.

If the damaged property is restorable or repairable, the amount of loss as stated in the preceding paragraphs shall be the cost to repair the property to the condition at the time immediately before the damage (less your deductible), but in no case shall this cost exceed the value of the property insured.

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 mentioned above (i.e. theft, fire, storm, etc.), 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.

### **Valuable Property**

Valuable property is defined as items – with an individual value exceeding CAD 150 – 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, weapons, wine, liquor, music players and other

musical equipment, radios, televisions, computer equipment, collections of tapes, cassettes, CDs and record albums. Valuable property is reimbursable up to a maximum of CAD 1,400 per incident, whereof mobile phones up to CAD 150, mp3 players up to CAD 300, digital and video cameras up to CAD 700.

#### **H. CASH**

The Insurance Company will pay you for the reimbursement of cash up to a maximum of CAD 400 for currency loss due to theft, 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 pay you for the reimbursement or replacement (whichever is less) up to a maximum of CAD 700 for valuable documents loss due to theft, damage due to breaking and entering, assault, fire, storm, catastrophe, traffic accident or due to other sudden and unforeseen external forces. Valuable documents are defined as shares, bonds, stamps, manuscripts, drawings, promissory notes, airline tickets, coupons, passports and visas.

#### **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 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 damage due to scraping or wear and tear;
- » Superficial damage to suitcases that does not affect their use;
- » Damage to property insured that occurs from normal wear and tear, rusting, moulding or discoloration, 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 insured not resulting in loss of or injury to 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;
- » 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;
- » *In addition, all indirect costs following a loss or theft are not covered.*

## DELAY INSURANCE

### **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 *Exclusion*.

### **J. BAGGAGE DELAY**

The Insurance Company will pay, against receipts, up to a maximum of CAD 75 each 24 hours or part thereof, to the total maximum of CAD 225 for necessary and reasonable expenses and costs (toiletries, etc.) relating to and associated with baggage delay in excess of 24 hours at the airport for all EF flights from Canada. Said baggage must be registered on departure in order for benefits to be paid by the Insurance Company.

### **Exclusion**

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

## TOUR CANCELLATION AND INTERRUPTION INSURANCE

### **Terms of Coverage**

The Insurance Company will reimburse the participant in the manner and with the amounts described below (excluding the non-refundable insurance fee and the registration fee) in the event a tour is cancelled or interrupted due to any of the below mentioned covered reasons. The event or accident causing the participant to cancel or interrupt his tour must have occurred during the participant's *Period of Coverage*, and Program Interruption benefits will only be granted once for the illness/accident of any one Family Member.

*In order for the participant to obtain Tour Cancellation benefits EF must be notified in writing of the need to cancel a tour within 14 days of the event which causes the cancellation. In addition, in order for the participant to obtain Tour Interruption benefits, the Claims Agent must have pre-approved the necessity to return to the home country prior to the Tour Interruption. Without a pre-approval, costs will be compensated according to the General Conditions of the policy taking into consideration the necessity and reasonableness of the measures taken and the costs incurred, as deemed by the insurance company.*

### **L. TOUR CANCELLATION**

Under the terms of this insurance, a refund of the amounts described below will be issued, should the participant cancel the tour due to :

- a) A serious injury, grave illness leading to hospitalization or death of the participant or a Family Member;
- b) The participant being required to serve on a jury, subpoenaed (except if the participant is the defendant), activated into military service, or having his or her home made uninhabitable by fire or flood;
- c) The participant being directly involved in a traffic accident en route to the departure of an EF tour;
- d) Financial strain caused by a parent's involuntary sudden and unforeseen loss of employment.

If you have to cancel a tour due to any of the above covered reasons, the Insurance Company will reimburse you for the non-refundable tour payments or deposits (excluding the non-refundable insurance fee), including any unused air, land or sea arrangements already paid for by the participant.

### **M. TOUR INTERRUPTION**

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

- a) The participant being hospitalized while on tour as the result of a serious injury or grave illness;
- b) A serious injury, grave illness leading to hospitalization or death of a Family Member during the tour.

If a tour is interrupted due to any of the above covered reasons, you will be reimbursed, up to a maximum of CAD 1,400, for the cost of economy coach, train or airfare by the most direct route, less any refunds

## GENERAL PROVISIONS

paid to the participant, in order to reach the return destination or to travel from the place where the tour was interrupted to where the tour can be rejoined. You will also be reimbursed for any unused air, land or sea arrangements already paid by you.

The Insurance Company will also reimburse the participant for reasonable costs resulting from a change in the per person occupancy rate for prepaid arrangements if a travelling Family Member's tour is delayed or interrupted for one of the aforementioned covered reasons and the participant's tour is not. The Insurance Company will also reimburse the participant for reasonable additional accommodation and transportation expenses (up to CAD 140 per day and a maximum of CAD 800), if a travelling Family Member must remain hospitalized.

### Exclusions

The Insurance Company will not reimburse the participant or pay Tour Cancellation or Tour Interruption benefits for changes in travel plans due to carrier-caused delays (including bad weather), personal change of plans by the participant or Family Member, including anxiety or fear, business or contractual obligations, prohibition or regulation by any government, 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, the participant's inability to obtain the necessary travel documents (passports, visas, etc.), detention or confiscation by customs.

In addition, the Insurance Company will not reimburse the participant or pay Tour Cancellation or Tour Interruption benefits for the participant's or any Family Member's loss, accident, illness or injury due to excluded conditions as per the Exclusions of the *Medical and Accident Insurance* section and as per the *General Exclusions* of this policy. Also, the Insurance Company will not reimburse the participant or pay Tour Cancellation or Tour Interruption benefits for changes in travel plans due to mental or psychological health disorders, including eating disorders.

### Optional Extension Insurance

The Insurance Company will pay the same benefits as are provided elsewhere under this policy for the number of additional days before or after the tour (maximum 15) if you have purchased the *Optional Insurance Coverage*.

### 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 wilful act, criminal act or gross negligence on your part or on the part of anyone entitled to receive a benefit;
- » 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 per below. However, the Insurance Company will pay up to CAD 2,000 for the additional costs incurred if you must return home immediately after the outbreak of violence in the area where you are, due to any of the aforementioned excluded events, and in accordance with recommendations by official authorities in your home country (State Department or Ministry for Foreign Affairs). *Also, the Claims Agent must have pre-approved the necessity to return home due to said events;*
- » 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;
- » Seizure, requisition, confiscation or destruction by any government or public authorities;
- » Losses that can be paid by any other insurance policy, government sponsored program, etc.

In order to be entitled to benefits, you must deliver a claim form to the Claims Agent as soon as possible, but at the latest within one year of the time of the loss. If you wait longer than one year, you will not be entitled to any benefits.

### NUCLEAR, CHEMICAL, BIOLOGICAL TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this insurance 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 (as defined below) regardless of any other cause or

event contributing concurrently or in any other sequence to the loss. For the purpose of this endorsement: "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 dis-seminated, 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 synthesised toxin(s) which cause illness and/or death in humans, animals or plants.

#### **LIMITATION OF ACTIONS**

No action in law or equity can be brought to recover benefits until after 60 days following submission of your claim. No action can be brought after one year from the date of the accident or the date when a loss occurred, whichever is first. If a claim is filed with the Insurance Company or Claims Agent and the insured is not satisfied with the compensation offered, no action can be brought after 6 months from the date when he/she received the compensation.

#### **APPLICABLE LAW**

This insurance policy is governed by Bermudan law and regulations.

To the extent nothing else appears from the conditions as stated herein, the Bermudan Insurance Contract Act is applicable.

#### **SUBROGATION**

If a claim is covered by this insurance policy and by another policy of insurance issued by another insurance carrier, this insurance policy shall always be secondary to all other policies of insurance and this Insurance Company shall not be obligated to pay until the limits of all other applicable policies of insurance have been exhausted.

Following the exhaustion of all other policies of insurance, the Insurance Company will pay up to the limits shown on the *Maximum Compensation* schedule (page 5) for any claims not already covered and paid by other sources.

In the event of any payment under this insurance policy, 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 the right of the insured:

1. right of recovery, if the insured is to be indemnified for damages by any person or organisation;
2. right of subrogation, if the insured is to be subrogated to the right of others on account of a payment of claim to an injured party. If

the insured collects damages from such other party, whether by suit, settlement or in any other manner, then the insured shall be liable to the Insurance Company for the lesser of either:

- a) The amount collected by the insured
- b) The amount of all payments made by this Insurance Company for the expenses incurred by the insured to which such damages are related.

The Insurance Company may require an insured to execute a statement acknowledging the Insurance Company's right of recovery from other parties before the Insurance Company makes payment of any expenses reasonably believed by the Insurance Company to be subject to this section of the insurance policy.

The insured 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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*These General Conditions are valid and applicable from 1 October 2009 and until further notice. The Insurance Company may amend these conditions at any time, and such amendments are valid from one month after the Company has duly notified the Policy Holder.*

*For and on behalf of  
Efekta Insurance International Ltd.*



*Tobias Sjöberg  
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