



## MEDJETASSIST DIAMOND MEMBERSHIP

### RULES AND REGULATIONS

*(Age 75-84)*

#### DESCRIPTION OF MEMBERSHIP SERVICES

Medjet is a medical transport membership program that arranges worldwide medical transport and consultation services for Members Traveling and hospitalized 150 miles or more from their Residence Address, as defined herein. During the Membership Term, Members are provided with access to medically dedicated aircraft, commercial medical escorts, and ground ambulance services capable of transporting them from domestic and international Hospitals to the Hospital of their choice in their Home Country.

**Medjet is a membership program and not an insurance plan; Medjet will not reimburse Members for expenses they incur on their own.**

**Medjet Memberships are nontransferable and are nonrefundable after the Membership's Effective Date. By enrolling as a Member, you accept and agree to be bound by these Rules and Regulations.**

#### DEFINITIONS

"Effective Date" – The date on which the Membership benefits commence.

"Expiration Date" – The date on which the Membership benefits terminate.

"Domestic Partner" – An adult individual who is in a committed relationship with the Member and who maintains the same Residence Address as the Member named on the Membership during the enrollment process.

"Home Country" – The country of the Member's Residence Address.

"Hospital" – A medical facility in which a Member is admitted as an inpatient and which can provide appropriate medical care 24 hours per day, 7 days a week.

"Medical Assessment" – A verbal consultation between the Member's treating physician, who will provide a final or interim diagnosis requiring inpatient hospitalization, and a Medjet physician, who will review and evaluate that diagnosis to determine the Member's transport requirements.

"Member" – Eligible individual(s) named on the Membership during the enrollment process and for whom the applicable Membership fees have been paid.

"Membership" – The Membership account under which one (1) or more Members are enrolled, including all associated benefits, obligations, and terms as set forth in these Rules and Regulations.

"Membership Term" – The total period of a Member's enrollment, commencing on the Effective Date and ending on the Expiration Date. For an annual Membership, the Membership Term consists of a single Membership Year.

“Membership Year” – The one-year period commencing on the Effective Date for the first year and ending one (1) year thereafter at 11:59 PM Central Time.

“Residence Address” – The current home address on file with Medjet, as provided during enrollment or as subsequently updated by the Member. Changes to the Residence Address must be completed while the Member is at the Residence Address. The Member must be at this address on the Effective Date.

“Travel(ing)” – Any period during which a Member is not physically present at the Residence Address as defined above.

## **MEMBERSHIPS**

Diamond Membership is available to residents of the United States, Canada, and Mexico age 75 up to the Member’s 85<sup>th</sup> birthday that may Travel domestically or internationally for up to 90 consecutive days per trip outside their Home Country.

**Individuals aged 75 through 84 who intend to Travel internationally for periods exceeding ninety (90) consecutive days per trip outside their Home Country are advised to contact Membership Services to enroll in the appropriate Membership.**

1. Diamond Membership: An Annual Diamond Membership includes only the individually identified Member and requires the completion of a General Health Questionnaire and Physician’s Medical Statement each year.

The Diamond Membership Application includes a General Health Questionnaire and a Physician’s Medical Statement that must be completed by the prospective Member and his or her physician(s) each year. Only the Diamond Application provided by Medjet will be accepted for consideration. Additional health information may be requested by Medjet from the prospective Member’s physician(s).

**All Diamond Membership Applications, both new and renewal, are subject to approval by Medjet, whose decision is final.**

In its sole discretion, Medjet reserves the right to revoke, rescind, or cancel any Membership or refuse any renewal. If Medjet exercises this right, the Member shall receive a pro-rated refund of the Membership fee calculated based on the unused portion of the remaining Membership Term.

All Membership enrollments must include accurate information to ensure program eligibility. Any false or inaccurate information affecting a Member’s eligibility constitutes grounds for revocation, rescission, or cancellation of the Membership.

Any change to Membership status or Membership type, including any changes elected by the Member to an existing annual or multi-year Membership, will become effective only after Medjet has confirmed the requested change and processed payment. This includes, but is not limited to, changes in marital status and the addition or removal of a spouse and/or Domestic Partner. If a Member elects to remove a spouse or Domestic Partner following a divorce or separation, the removal will not take effect until the current Membership Year has been completed. Notwithstanding the foregoing, all individuals who were enrolled as Members at the beginning of a Membership Year, or who were added during that Membership Year, shall remain eligible for Membership services for the remainder of that Membership Year, regardless of any subsequent changes to the Membership. A new spouse or Domestic Partner may be added to a Family Membership only if no other spouse or Domestic Partner was included as a Member under that Family Membership at any point during the current Membership Year. Eligibility for any newly added individual, provided Medjet is notified while the individual is at the Residence Address, will not begin until Medjet has confirmed the change and payment processing has been completed.

**Additional Memberships are available. Contact Membership Services or visit [www.Medjet.com](http://www.Medjet.com) for applicable Rules and Regulations.**

## MEMBERSHIP TERM

The Membership Term of a Medjet Membership commences on the Effective Date selected by the Member during enrollment. For new Memberships or Memberships that have expired, enrollment must be completed while the Member is at their Residence Address and not Traveling. Renewal of an active Membership may be completed from any location.

**Renewal** – A Member may be renewed prior to the Expiration Date. If a Membership is not renewed, the Membership shall be deemed expired.

**Diamond Membership** – A Diamond Membership has a Membership Term consisting of one (1) Membership Year. Each Membership Year ends at 11:59 PM Central Time on the day preceding the next anniversary of the Effective Date.

To be eligible for Medjet services while Traveling:

- a. the Effective Date must be on or before the Member's initial departure from their Residence Address;
- b. the Member must be Traveling more than 150 miles from their Residence Address; and
- c. the Member's hospitalization date must be on or before the Expiration Date of the Membership.

Regardless of the Effective Date selected by the Member, a Medjet Membership is only valid upon successful collection of the Membership fee. The Membership is not valid if the Membership fee payment is declined, returned, or otherwise unpaid. In such a case, the Effective Date shall be revised to the date on which the Membership fee is successfully collected, and the Expiration Date shall be adjusted accordingly.

## MEMBERSHIP SERVICES

### MEDICAL TRANSPORT SERVICE

Subject to Limitations on Services herein, when a Member becomes hospitalized as an inpatient due to illness or injury while Traveling 150 miles or more from the Member's Residence Address, Medjet will arrange and pay for medical transportation and repatriation services to a Hospital of the Member's choice within the Member's Home Country.

**Decisions regarding the urgency of the case, the timing of transport, and the most appropriate means of transportation shall be made solely by Medjet after the Medical Assessment and determination of Membership eligibility.**

Affiliate aircraft utilized for Member transports are medically equipped and staffed with specially trained medical personnel. **If the Member's condition permits, the Member will be transported via scheduled commercial airline while in the care of a Medjet authorized medical escort.**

#### A. Medjet Transport Criteria

Services are available to any Member who:

- a. Is hospitalized as an inpatient 150 miles or more from their Residence Address; and
- b. Is accepted as an inpatient into an available bed by an admitting physician at the Hospital of the Member's choice in the Member's Home Country. **Obtaining acceptance is the responsibility of the Member.**

#### B. Medjet Transport Eligibility and Stability Requirements

Members must be medically stable for transport. Medjet will require a Medical Assessment to determine eligibility for Membership benefits and stability for transport.

- If initially deemed medically unstable for transport to the Hospital of the Member's choice, but all other criteria are met, the Member may first be transported to the nearest appropriate medical facility for stabilization at Medjet's discretion.
- Following stabilization, and if the Member continues to meet medical transport criteria, Medjet will arrange transport to the Hospital of the Member's choice in the Member's Home Country.

Both the originating and receiving Hospitals must be accessible by ground ambulance to permit transportation to and from an airfield capable of accommodating:

- a. Medjet authorized aircraft, for medically dedicated air transport; and
- b. A commercial aircraft, for transport via scheduled commercial airline in the care of a Medjet authorized commercial medical escort.

### **C. Mode of Medical Transport**

#### **1. Medically Dedicated Air Transport Service**

Medjet will arrange for medical transport via medically dedicated air transport on a Medjet authorized aircraft if:

- A. the Member requires continued inpatient hospitalization;
- B. the remaining inpatient hospitalization can be completed at a Hospital of the Member's choice in the Member's Home Country; and
- C. the Member cannot be returned by commercial airline in the care of a Medjet authorized commercial medical escort.

One (1) traveling companion may accompany the Member being transported on a Medjet authorized aircraft during a medically dedicated air transport, at no additional cost, upon flight crew approval, provided space is available, and the Member's care will not be compromised.

While Medjet makes every effort to accommodate its Members, due to limited space available on medical aircraft, the Member and any accompanying passenger are limited to one (1) small carry-on bag each, consistent with current commercial carrier size restrictions.

#### **2. Commercial Medical Escort Service**

Medjet will arrange for medical transport via commercial airline in business class, if available, in the care of a Medjet authorized commercial medical escort if:

- A. the Member requires continued inpatient hospitalization;
- B. the remaining inpatient hospitalization can be completed at a Hospital of the Member's choice in the Member's Home Country; and
- C. the Member can be returned by commercial airline in the care of a Medjet authorized commercial medical escort.

One (1) traveling companion may accompany the Member being transported via scheduled commercial airline, at no additional cost, via economy class, subject to availability.

#### **3. Ground Ambulance Transport Service**

In the event a Member qualifies for medical transport services but transport via Medically Dedicated Air Transport Service or Commercial Medical Escort Service is not feasible or appropriate, given the circumstances as determined by Medjet in its sole discretion, Medjet may arrange for ground ambulance transport services in lieu of air transport.

A Medjet Membership provides access solely to Medjet authorized affiliates. Arrangements for medical transport and repatriation services will be made and paid for by Medjet.

The timing for medical transport is dependent upon affiliate availability, the securing of required permits and visas, and other operational factors that may be outside of Medjet's control.

Members must have required documentation for re-entry into their Home Country. Obtaining such documentation is the responsibility of the Member.

## **MORTAL REMAINS REPATRIATION**

In the event of a Member's death while Traveling 150 miles or more away from the Member's Residence Address, Medjet may arrange and pay for the preparation and return of the Member's remains to the Member's Home Country, subject to a maximum of \$12,000 (USD) in reasonable and customary charges. The determination of what constitutes reasonable and customary charges shall be **at the sole discretion of Medjet**.

This Membership benefit includes the following services:

1. Domestic and international paperwork fees;
2. Preparation of the Member's remains for transport;
3. An appropriate transport container;
4. Ground and commercial airline transportation of the Member's remains from the referring funeral home to a funeral home of choice within the Member's Home Country; and
5. One (1) death certificate.

## **LIMITATIONS ON SERVICES**

### **1. GENERAL LIMITATIONS**

Medjet services are not available if a Member's illness or injury results from, or is contributed to by, any of the following:

- a. War, invasion, or civil war;
- b. Suicide, attempted suicide, or intentional self-injury;
- c. A Member's own criminal or felonious act;
- d. A Member's psychiatric disorder; or
- e. A Member's use or abuse of alcohol or drugs, either illicit or prescription, as described herein below.

#### **1.1 Transport Limitations**

Medjet Diamond Membership is limited to one (1) medical transport service per Member during the Membership Year.

#### **1.2 Travel Advisory Limitations**

Services may be limited or excluded in countries for which the United States Department of State has issued a Level 3 or 4 Travel Advisory. Members are responsible for verifying the status of their destination prior to Travel. A complete list of travel advisories for every country in the world may be found at the United States Department of State's website. ([www.travel.state.gov](http://www.travel.state.gov))

#### **1.3 Cruise Ship Limitations**

Due to the limited medical facilities and testing available on cruise ships, the Member must first be admitted to a land-based Hospital before any medical transport services can commence.

#### **1.4 Insurance Limitations**

Members must maintain health insurance in their Home Country that provides for inpatient admission. Failure to maintain such insurance at the time medical transport services are requested shall render the Member ineligible for medical transport services in connection with that request.

### **2. MEDICAL TRANSPORT LIMITATIONS**

Medjet will not provide medical transport if a Member's illness, injury, condition, or circumstances include any of the following:

- 2.1** Minor injuries or illnesses (including mild lesions, sprains, simple fractures or conditions treatable locally) that, as determined by Medjet, do not prevent the Member from continuing to Travel or return home without medical assistance.

- 2.2 An injury, illness, or condition existing at the time of the Member's enrollment (or, for a Member added to an existing Membership mid-term, at the time of that Member's addition), for which inpatient medical care has been previously scheduled or recommended by a healthcare provider, regardless of whether treatment was intended to occur during the Membership Year.
- 2.3 The Member is receiving outpatient medical care, whether such care has been previously scheduled or recommended by a healthcare provider, for chemotherapy, immunotherapy or radiation therapy.
- 2.4 The Member is receiving inpatient or outpatient hospice care.
- 2.5 The Member is Traveling against medical advice from their physician.
- 2.6 The Member is Traveling for the purpose of seeking medical treatment, whether inpatient, outpatient, experimental or otherwise.
- 2.7 The Member has been medically discharged or has left the Hospital against medical advice.
- 2.8 A Member who is hospitalized as an inpatient at the time of enrollment or at the commencement of the Membership Term, shall be ineligible for Medical Transport Services in connection with that hospitalization.
- 2.9 A Member who is on an organ transplant list shall not be eligible for Medical Transport Services with respect to that transplant.
- 2.10 The Member is diagnosed with, or suspected of having, a Biosafety Class Level 3 or higher pathogen as classified by the Centers for Disease Control and Prevention (CDC) or the National Institutes of Health (NIH).
- 2.11 A Member beyond 12 weeks' intrauterine gestation will not be transported if the illness or injury is such that the Member could enter into labor. Any Member with any extrauterine pregnancy will not be transported under any circumstances.
- 2.12 Preterm infants or infants under the age of three (3) months, requiring medical treatment, will not be transported.
- 2.13 The Member has a suspected or diagnosed detached retina, whether before or after surgical intervention.
- 2.14 The Member's primary admitting diagnosis is a psychiatric disorder.
- 2.15 The Member is hospitalized due to the use or abuse of alcohol or drugs (illicit or prescription), including, without limitation, addiction, withdrawal, or related complications.
- 2.16 The Member exceeds the physical requirement for safe transport on aircraft commonly utilized in the air medical transport industry and Medjet authorized affiliate aircraft.
  - A. Members who would otherwise qualify for transfer by commercial carrier will not be eligible for transfer in a medically dedicated aircraft if the Member's physical size exceeds the maximum allowable weight or girth requirements for transfer via commercial airline.
  - B. Members otherwise eligible for transfer via medically dedicated aircraft must not exceed the maximum allowable weight and girth requirements for such aircraft, its associated equipment, and their medical transport providers.

## **ADDITIONAL MEMBERSHIP SERVICES**

### **CONSULTATION**

In the event a Member is Traveling 150 miles or more from their Residence Address, consultation services are available upon request.

## **MEDICAL MONITORING**

Upon hospitalization of a Member, Medjet staff will establish communication with both the family and the local attending medical provider, obtain a full understanding of the situation, and begin to monitor the Member's condition. Medjet staff will stay in communication with local medical personnel and relay necessary information to the Member and, upon request, their family or employer until the situation is resolved and either the Member is able to resume Travel or medical transport is initiated.

## **PHYSICIAN AND FACILITY CONTACT INFORMATION**

Upon request, Medjet representatives will provide the Member with open-source contact information for doctors and Hospitals in the area where the Member is Traveling. The Member is responsible for the selection and payment of the medical care provider. Medjet makes no representations regarding the qualifications or appropriateness of any medical care provider; such determination shall be solely the Member's responsibility. **This service is not a medical referral to a physician or facility and should not be inferred as such.**

## **TELEPHONE INTERPRETATION**

Members can receive assistance with foreign language interpretation over the telephone when they are having difficulty communicating with local medical specialists by calling Medjet at (+1-205-595-6626).

## **CHANGES**

Medjet reserves the right to change or amend the terms contained in these Rules and Regulations upon reasonable notice to Members, which may include posting updated Rules and Regulations on Medjet's website. Medjet is solely responsible for the interpretation and application of the terms contained in the Rules and Regulations. All determinations by Medjet shall be final and conclusive.

## **CONSENT TO RECORD COMMUNICATIONS**

Medjet, at its discretion, may monitor or electronically record communications between its employees or designated representatives and you as a Member. By enrolling as a Member, you specifically authorize communications involving you and to which you are a party to be recorded and utilized for quality control or other purposes.

## **INTERPRETATION / CHOICE OF LAW / WAIVER OF JURY TRIAL / DAMAGES**

The interpretation of the Rules and Regulations is governed by the laws of the state of Alabama, notwithstanding conflicts of law principles. Any dispute between you and Medjet shall be subject to the exclusive jurisdiction of the state and federal courts located in the state of Alabama. Medjet and its Members agree to waive their right to trial by jury and agree to waive their right to punitive, exemplary, noneconomic, and consequential damages. Medjet and its Members' right to recover damages at law is limited to contractual damages only. Damages recoverable by Members are limited to the return of Membership fees paid.

## **ENTIRE AGREEMENT**

The Rules and Regulations constitute the entire agreement between Medjet and you as a Member with regard to their subject matter and supersede all previous understandings and agreements, whether oral or written. The terms of the Rules and Regulations may not be altered, varied or modified in any way except by written amendment issued by Medjet.

## **SEVERABILITY**

If any provision of these Rules and Regulations is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and the remaining provisions shall continue in full force and effect. The invalid, illegal, or unenforceable provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving the original intent of the parties.

## **PLEASE BE ADVISED OF THE AVAILABILITY OF MEDJET'S NOTICE OF PRIVACY PRACTICES**

The HIPAA Privacy Rule gives you the right to be informed of Medjet's privacy practices as well as your rights with respect to your personal health information. You may obtain a copy of Medjet's Notice of Privacy Practices in the following ways:

- Visit our website, [www.Medjet.com](http://www.Medjet.com), and click on the "Privacy Policy" link.
- Email us at [HIPAA@Medjet.com](mailto:HIPAA@Medjet.com) to request a copy be emailed to you.
- Send a request to the following address to receive a copy by mail:

HIPAA Official

MEDJET Assistance, LLC

P.O. Box 43099, Birmingham, AL 35243

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Members may contact Medjet for assistance **24 hours per day, 365 days per year**, from any location worldwide, using the contact information provided below. The Medjet Corporate Office is located at **3075 Healthy Way, Birmingham, AL 35243, USA**.

**United States & Canada:** 800-527-7478

**Worldwide:** +1-205-595-6626

**International dialing assistance:** [www.Medjet.com/how-to-call-Medjet-from-abroad](http://www.Medjet.com/how-to-call-Medjet-from-abroad)

**Email:** [Info@Medjet.com](mailto:Info@Medjet.com)

***Email communications are not monitored on a 24/7 basis and shall not be used for transport-related requests.***