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## MEDJETHORIZON MEMBER BENEFITS RULES AND REGULATIONS

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*The Rules and Regulations provided herein govern the benefits and services provided to you as a Member of MedjetHorizon. It is important that you carefully read the Rules and Regulations that govern Medjet's provision of your travel protection services, and we recommend you keep these documents with your travel papers in order to fully understand your benefits and services and how to properly access them.*

The Rules and Regulations of your MedjetHorizon Membership are divided into three sections as attached:

1. Your medical transport benefits as described in the **MedjetAssist** section. As a MedjetHorizon Member, you chose an underlying MedjetAssist medical transport membership that best fit your travel needs (ie Short-Term, Annual, Expatriate, Diamond, etc.), so your transport benefits are as detailed in that set of Rules and Regulations;
2. Your elevated medical, travel security and crisis response benefits as described in the **MedjetHorizon** set of Rules and Regulations;
3. Your travel security and crisis response benefits as further described in the **CAP** section of this Rules and Regulations packet.

*If you have any questions regarding any aspects of the attached, please contact Medjet Membership Services at 800-527-7478 or 205-595-6626 and we are always happy to go through them in detail.*

*Welcome to Medjet, and we hope you enjoy your travels with greater peace of mind ~ knowing that we are here for you if something happens.*

*Sincerely,  
Your Medjet Team*



## **MEDJETASSIST PLATINUM MEMBERSHIP RULES AND REGULATIONS**

*(Age 85+)*

### **DESCRIPTION OF MEMBERSHIP SERVICES**

Medjet is a medical transport membership program that arranges worldwide medical transport and consultation services for Members Traveling internationally 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 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**

Platinum Membership is available to residents of the United States, Canada, and Mexico who are age 85 and older. Eligible Members may Travel internationally for up to 90 consecutive days per trip outside their Home Country.

**Individuals 85 and older who are Traveling outside their Home Country for an uninterrupted period in excess of ninety (90) consecutive days are not eligible for Membership services under the Platinum Membership.**

1. Platinum Membership: An annual Platinum Membership includes only the individually identified Member and requires the completion of a General Health Questionnaire and Physician’s Medical Statement each year. **Those applying for Membership must be members of AARP.**

The Platinum 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 Platinum 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 Platinum 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.

**Platinum Membership** – A Platinum 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 internationally and hospitalized 150 miles or more 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 internationally and 150 miles or more from their 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 while Traveling internationally and 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 medical 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 internationally and 150 miles or more from their 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 Platinum 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 internationally and 150 miles or more away 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.***



## **MEDJETHORIZON MEMBERSHIP BENEFITS RULES AND REGULATIONS**

### **DESCRIPTION OF MEMBERSHIP SERVICES**

The MedjetHorizon Membership, together with all benefits and services provided thereunder, shall be governed by and subject to the Rules and Regulations applicable to the underlying MedjetAssist Membership selected by the Member at the time of enrollment (the “MedjetAssist Membership”), including all limitations, exclusions, and restrictions set forth therein.

Members are advised and obligated to review and familiarize themselves with the Rules and Regulations governing (i) their MedjetAssist Membership, (ii) the MedjetHorizon program, and (iii) the CAP™ Travel Assistance program (“CAP”). All services and benefits provided under the MedjetHorizon program are subject to the restrictions and limitations on services contained in the applicable Rules and Regulations. The MedjetHorizon program provides special benefits and services as described herein.

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

### **MEMBERSHIP**

Memberships are available to residents of the United States, Canada, and Mexico. The Membership Term of a MedjetHorizon Membership is coextensive with the Membership Term of your MedjetAssist Membership. The Membership Term commences on the Effective Date selected by the Member during enrollment.

### **MEMBERSHIP SERVICES**

MedjetHorizon Medical Transport Services (Specialty Hospital Transfer services and Ground Ambulance Transfer services) are available to any MedjetHorizon Member Traveling less than 150 miles from his or her Residence Address who qualifies for medical transport services and satisfies all criteria for medical transfer set out in the Rules and Regulations for their MedjetAssist Membership.

**Subject to the foregoing, MedjetHorizon Membership provides the following special benefits and services:**

#### **SPECIALTY HOSPITAL TRANSPORT**

When a MedjetHorizon Member (under age 75) becomes hospitalized as an inpatient due to illness or injury while Traveling less than 150 miles from their Residence Address, and the attending physician and Medjet physician agree that medical treatment or procedures required for the Member’s care are not available at the current facility, Medjet will arrange medical transport to the specialty hospital of the Member’s choice, in the Member’s Home Country, as long as that facility is greater than 150 miles from the Member’s Residence Address and an admitting physician at the specialty hospital has accepted the MedjetHorizon Member as a patient into an available inpatient bed.

Transport will be provided via commercial airline in business class, if available, in the care of a MedjetAssist-authorized commercial medical escort. Medically dedicated air transport service will be provided only if the Member is unable to be transported via commercial airline in the care of a MedjetAssist-authorized commercial medical escort.

### **Limitations on Specialty Hospital Transport Services**

Specialty Hospital Transfer services are only available to MedjetHorizon Members who are residents of the United States.

A MedjetHorizon Member is entitled to a maximum of two (2) Specialty Hospital Transfers per Membership during the Membership Term, regardless of the number of total enrolled members. The sole exception is a Common Occurrence. Provided the maximum number of Specialty Hospital Transfer services has not been met prior to a Common Occurrence, each affected Member shall be entitled to one (1) Specialty Hospital Transfer; and no additional Specialty Hospital Transfer shall be available to any Members during the Membership Term.

Specialty Hospital Transfer services are provided in addition to any Worldwide Repatriation and Ground Ambulance Transfer services provided in the same Membership year.

### **Exclusions on Specialty Hospital Transport Services**

Specialty Hospital Transfer services are not available for the following:

1. MedjetHorizon Members age 75 years and older;
2. MedjetHorizon Members who are residents of American Samoa, Guam, Northern Mariana Islands, Puerto Rico, or the U.S. Virgin Islands;
3. Medjet Foreign National Members;
4. MedjetAssist Diamond Members; or
5. MedjetAssist Platinum Members.

### **GROUND AMBULANCE TRANSFER**

Ground Ambulance Transfer Services are available when a MedjetHorizon Member becomes hospitalized in the United States, Canada, or Mexico as an inpatient due to illness or injury while Traveling less than 150 miles from his or her Residence Address. Medjet will arrange Ground Ambulance Transfer to the Member's hospital of choice in their Home Country if that hospital is less than 150 miles from the Member's Residence Address.

### **Limitations on Ground Ambulance Transport Services**

Ground Ambulance Transfer services are only available in areas where Medjet has affiliates capable of completing those ground transfer services.

A MedjetHorizon Member is entitled to up to two (2) Ground Ambulance Transfers per Membership during the Membership Term, regardless of the number of total enrolled members. The sole exception is a Common Occurrence. Provided the maximum number of Ground Ambulance Transfer services has not been met prior to a Common Occurrence, each affected Member shall be entitled to one (1) Ground Ambulance Transfer; and no additional Specialty Hospital Transfer shall be available to any Members during the Membership Term.

Ground Ambulance Transfers do not count toward the total number of air medical transports (Worldwide Repatriation or Specialty Hospital Transfer) allowed per Membership Term.

### **Exclusions on Ground Ambulance Transport Services**

Ground Ambulance Transfer services are not available to the following:

1. Medjet Foreign National Members;
2. MedjetHorizon Members who are residents of the U. S. Virgin Islands, Guam, Northern Mariana Islands, or American Samoa.

### **TRAVEL SECURITY | POWERED BY FOCUSPOINT INTERNATIONAL TRAVEL SECURITY & CRISIS RESPONSE**

**CAP™ Travel Assistance (CAP)** is a Travel security and crisis assistance Membership benefit for MedjetHorizon Members. CAP provides assistance for a wide range of crises that directly impact or have the potential to impact a MedjetHorizon Member during Travel.

***IMPORTANT NOTE: The CAP Membership is governed by its own set of Rules and Regulations. Please read and familiarize yourself with them, as they are included in the MedjetHorizon Membership packet.***

## **CASH ADVANCE FOR MEDICAL EMERGENCIES**

Medjet may, at its sole discretion, provide an Emergency Cash Advance for qualified Members of up to sixty thousand (United States) dollars (\$60,000) to the medical provider to guarantee admission and/or treatment when a foreign medical provider will not accept a credit card.

- You must be a Member in our MedjetHorizon program in order to utilize the Emergency Cash Advance feature, and no more than one (1) Emergency Cash Advance may be provided per Member in a Membership Term. Because Medjet is a medical transport Membership program and not an insurance plan, we will not reimburse Members for expenses they incur on their own.
- An Emergency Cash Advance is NOT GUARANTEED. Medjet reserves the right in its sole discretion to refuse to provide an Emergency Cash Advance where the advance cannot properly be secured, where sufficient minimum credit of the Member cannot be confirmed, or under such other circumstances Medjet deems appropriate. Prior to Medjet making an Emergency Cash Advance, the Member must guarantee repayment to Medjet of an Emergency Cash Advance by executing a Promissory Note in favor of Medjet. Members may pay the Promissory Note by bank wire transfer.
- An Emergency Cash Advance is not a loan and must be repaid in full within thirty (30) days from the execution of the Promissory Note. Should repayment not be received by Medjet within the thirty (30) days, Medjet will seek repayment from any guaranteeing source.
- An Emergency Cash Advance is available only during normal business hours (8 a.m. to 5 p.m. Central Time), excluding holidays, Saturday and Sunday.
- The Emergency Cash Advance is only available to U.S. residents, and not available to Medjet Foreign National Members or members Traveling in OFAC "Office of Foreign Assets Control" restricted countries as listed on the U.S. Department of the Treasury sanction list.

## **PERSONAL TRAVEL ADVISORIES**

Medjet Members may visit our website's Member Resource Center to download our Medjet Digital Card App and become familiar with international dialing instructions. MedjetHorizon Members have access to pre-trip planning tools to research Travel advisories on hundreds of countries, cities, and destinations, access to government warnings, health and medical requirements, local laws and customs, and visa and passport requirements.

Visit our Member Resource Center at [www.Medjet.com/Member-Resource-Center](http://www.Medjet.com/Member-Resource-Center).

## **CHANGES**

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## **CONSENT TO RECORD COMMUNICATIONS**

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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**

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#### **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.

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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)

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## CAP™ MEMBERSHIP PROGRAM FOR MEDJETHORIZON RULES AND REGULATIONS

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*The Rules and Regulations contained in this membership program govern FocusPoint International's provision of travel assistance services under the CAP™ Travel Assistance (hereinafter referred to as "CAP") Membership Program for MedjetHorizon Members.*

*Therefore, it is important that you read the Rules and Regulations carefully and keep them with your travel papers in order to fully understand FocusPoint's services and how to properly access them.*

*Note: CAP is a travel assistance membership program, not an insurance policy. FocusPoint does not and will not reimburse or indemnify Members for expenses incurred by a Member unless agreed in writing in advance.*

*If you have any questions regarding the CAP Membership Program, please contact FocusPoint International at*

*+1.866.340.8569 or email us at [CAP@WWFOCUS.COM](mailto:CAP@WWFOCUS.COM).*

*Should a crisis occur, or if one is believed to have occurred, or the need for any other protected assistance arises during a period of travel, CAP crisis consultants must be contacted at the following telephone number:*

*24 Hour Crisis Response Center (CRC) Hotline +1.619.717.8549*

*In all communications, the CAP Membership number issued upon activation of the membership must be available to confirm active membership and eligibility for response.*

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### **DESCRIPTION OF CAP TRAVEL ASSISTANCE SERVICES**

CAP is a travel assistance membership program powered by FocusPoint International, Inc. CAP Members are provided a number of benefits (listed below) and assistance for a wide range of crises (further defined herein) that directly impact or have the potential to impact a Member during a period of travel.

CAP Membership benefits include:

1. 24/7 Assistance Hotline
2. Emergency Message Transmission
3. Lost Document Advice & Assistance
4. Access to Interpreters
5. Response to Violent Crime
6. Response to Political Threat (extended to include civil threats caused by riots, strikes, and civil commotion)
7. Response to Terrorism
8. Response to Hijacking
9. Response to Disappearance of Persons (Search & Rescue)
10. Response to Blackmail or Extortion
11. Response to Wrongful Detention
12. Response to Kidnap for Ransom
13. Response to Natural Disasters
14. Response to Pandemics

During the term of the membership, CAP Members enjoy on-demand access to a dedicated 24/7 Crisis Response Center (CRC) Hotline; where they can receive advice and (if necessary, as determined by FocusPoint) coordinated in-country response services to provide assistance to the CAP member(s) directly impacted by the covered crisis event.

## DEFINITIONS

### **Crisis**

For the purposes of this membership program, a crisis means any decisive, unstable, or crucial time resulting from an unforeseen event, which has directly caused or has the potential to cause serious bodily harm, detention, or death to a CAP Member. Any Crisis or Crises arising out of, based upon, or attributable to related, continuous or repeated events shall be considered to be a single crisis for the purposes of this membership program.

### **Violent Crime**

Any act or threat of violence to a CAP Member, which causes, or is likely to cause, death or serious bodily injury.

### **Political Threat**

The threat of action designed to influence the government or an international governmental organization or to intimidate the public, or a section of the public; made for the purposes of advancing a political, religious, racial, or ideological cause.

### **Terrorism**

Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### **Hijack**

Hijack means the illegal holding under duress for a period in excess of six hours of a CAP Member while traveling on an airplane, vehicle or watercraft.

### **Disappearance of Persons**

Disappearance means the complete and unexpected loss of contact with a CAP Member(s) during a period of travel for a period in excess of 48 hours.

### **Blackmail & Extortion**

For the purposes of this membership program, Blackmail and Extortion means the making of illegal threats specifically to a CAP Member to:

1. Kill, Injure or Abduct a CAP Member;
2. Damage Property;
3. Disseminate, Divulge, or use Trade Secrets

By persons who then demand a payment as a condition of not carrying out such threats.

### **Wrongful Detention**

Wrongful Detention means the involuntary confinement of a CAP Member by any person(s) acting as agents of or with the tacit approval of any government or governmental entity or acting or purporting to act on behalf of any insurgent party, organization, or group.

## **Kidnap for Ransom**

Kidnapping means any event or connected series of events of seizing, detaining or carrying away by force or subterfuge of one or more CAP Member(s) by any third party for the purpose of demanding a Ransom.

## **Natural Disasters**

Any event or force of nature that has catastrophic consequences and causes great damage and the potential to cause a crisis to a CAP Member. This means an avalanche, landslide, earthquake, flood, forest or bush fire, cyclone, hurricane, tornado, tsunami, volcanic eruption, or other similar natural events that give rise to a crisis if noted and agreed by FocusPoint.

## **Pandemic**

Any sudden outbreak of one or more causative organism(s) belonging to the same genus or species that is infectious or contagious, to which the CAP Member is exposed outside his or her Permanent Country of Residence, threatens life or long-term health of the CAP Member, and becomes widespread affecting a whole region, a continent, or the world.

The infectious or contagious disease hereunder includes, but is not limited to, those defined by the relevant Ministry of Health, Labor and Welfare and/or the World Health Organization (WHO).

## **Translation Services**

FocusPoint will provide emergency language interpretation in all major languages via telephone.

## **Emergency Message Relay**

FocusPoint will attempt to transmit an urgent message for a CAP Member to the CAP Member's family, friends and/ or business associates. Messages can be retained for CAP Members for up to 15 days after the conclusion of the case.

## **Period of Travel — MedjetHorizon Memberships**

From the time the Member(s) travels over 150 miles/241 kilometers from their Residence Address or usual place of business of the Member(s) or leaves the port or airport in the country of his/her home or place of business for the purpose of traveling to a foreign country, whichever the earlier, to the time of return to the port or airport in the country of his/her home or place of business or 150 miles/241 kilometers of permanent residence or usual of the Member(s), whichever is later, not to exceed 90 days, unless enrolled on an appropriate MedjetHorizon Expat Membership.

## **CRISIS CONSULTATION & RESPONSE SERVICES**

Subject to the limitations of services described herein, CAP memberships include, at no additional cost, crisis consultation and (if necessary, as determined by FocusPoint) coordinated in-country response services during a period of travel.

With *ALL* crisis events defined herein, the goal of the assistance provided is to get CAP Members to safety and bring closure to a crisis event that impacts or has the potential to impact a CAP Member during a period of travel. Crisis consultation and coordinated in-country response services for the crisis events defined herein may include, but are not limited to:

### **Violent Crime**

Advice and possible deployment of a crisis consultant to provide assistance in seeking safety, medical attention if needed, emergency message relay and coordination with law enforcement to investigate the crime committed against a CAP Member.

### **Political Threat**

Advice and possible deployment of a crisis consultant to provide assistance in seeking safety,

deployment of crisis consultant(s) and security personnel to assist with sheltering in place and evacuation away from the impacted area.

### **Terrorism**

Advice and possible deployment of a crisis consultant to provide assistance in seeking safety, emergency message relay, medical attention if needed and the deployment of security personnel to ensure adequate security of a CAP Member directly impacted by a terrorist incident.

### **Hijack**

Advice and possible deployment of a crisis consultant to coordinate with local law enforcement and/or government officials to affect the safe release of a CAP Member and bring resolution to the hijacking directly impacting a CAP Member.

### **Disappearance of Persons — Search and Rescue**

Advice and possible deployment of a crisis consultant to investigate the disappearance of a CAP Member with the goal of locating the CAP Member and returning said Member(s) to safety.

### **Blackmail & Extortion**

Advice and possible deployment of a crisis consultant to investigate and bring resolution to the blackmail or extortion threat directly impacting a CAP Member.

### **Wrongful Detention**

Advice and possible deployment of a crisis consultant to work toward the release of the CAP Member being wrongfully detained. Emergency message relay, legal referrals, limited legal expenses and interpreter if needed.

### **Kidnap for Ransom**

Advice and possible deployment of a crisis consultant to consult with the family of and/or the employer of a CAP Member who has been kidnapped for ransom to affect the safe release of said CAP Member. PLEASE NOTE, BECAUSE CAP IS NOT AN INSURANCE POLICY, THE REIMBURSEMENT OF A RANSOM PAYMENT IS NOT AVAILABLE UNDER THE CAP MEMBERSHIP PROGRAM. HOWEVER, WITH THE EXCEPTION OF NO RANSOM REIMBURSEMENT, CAP MEMBERS ARE AFFORDED THE SAME LEVEL OF CASE MANAGEMENT CUSTOMARILY PROVIDED UNDER A SPECIALTY INSURANCE POLICY THAT COVERS KIDNAP FOR RANSOM RISK.

### **Natural Disasters**

Advice and possible deployment of crisis consultant(s), security personnel and transportation assets to assist a CAP Member directly impacted by a natural disaster defined herein.

### **Pandemic**

Advice and possible deployment of crisis consultant(s), security personnel and transportation assets to assist a CAP Member directly impacted by a pandemic as defined herein.

## **ADDITIONAL MEMBERSHIP BENEFITS**

CAP is a travel assistance and not an insurance plan; FocusPoint will not reimburse Members for expenses they incur on their own. FocusPoint will however, cover certain required and reasonable “additional costs” incurred by CAP Crisis Consultant(s) during the response to an eligible crisis event directly impacting a CAP Member during a period of travel. Necessary expenses needed to satisfy the requirements of the response service are subject to limitations further defined herein. Additional costs that may be required to affect a positive outcome to an eligible crisis event are limited to \$50,000 USD per Member, per incident and include:

- Emergency political evacuation costs
- Legal referrals and fees

- Fees and expenses of an independent interpreter
- Costs of relocation travel and accommodation
- Fees for emergency medical care of a CAP Member at or near the location of the crisis event
- Fees and expenses of security personnel temporarily deployed solely and directly for the purpose of protecting CAP Members located in the country where a crisis event has occurred.

All costs associated with deploying CAP crisis consultant(s) to the impacted location to manage a required response are covered in the membership fee and not subject to the limitations under “additional costs” (e.g., airfare, visas, ground transportation, lodging, meals, etc.).

## **MEMBERSHIPS**

FocusPoint provides crisis assistance during periods of travel to Members in short-term, annual, and multi-year memberships. CAP memberships are subject to the terms and conditions set forth herein. CAP memberships are nontransferable and nonrefundable. By enrolling as a CAP Member, you accept and agree to the terms and conditions of membership. A person who is not a party to this membership has no right under the contract to enforce any term of this membership.

## **MEMBERSHIP TERM**

Subject to the limitations identified herein, the term of a CAP Membership commences on the effective start date selected by the Member during the MedjetHorizon enrollment process. The end date for a CAP Membership aligns with the end date of the MedjetHorizon membership, which is selected during the enrollment process.

To be eligible for CAP services, the effective start date must be prior to the Member’s initial departure from his or her Residence Address. Regardless of the effective start date selected by the Member, CAP memberships are valid only when the membership fee is collected.

A membership is not valid if the membership fee payment is declined, returned, or otherwise unpaid. In such a case, the effective start date shall be the date the membership fee is successfully collected. FocusPoint reserves the right to revoke, rescind, or cancel any membership or refuse any renewal at FocusPoint’s sole discretion.

Should FocusPoint exercise its right to revoke, rescind, or cancel a CAP Membership, FocusPoint shall refund the Member a portion of the membership fee prorated based on the remaining term of the membership.

All CAP Membership enrollment data must include accurate information in order to ensure program eligibility. Any false or inaccurate information that would affect a Member’s eligibility for CAP Membership is grounds for revocation, cancellation, or rescission of the membership.

## **SERVICES**

Subject to the limitations of services described herein, FocusPoint provides crisis assistance services to any Member traveling 150 miles/241 kilometers or more away from his or her qualifying Residence Address. If a Member’s Residence Address changes during the term of the membership, the Member must notify Medjet of the change by phone prior to initial departure on a trip.

The qualifying Residence Address declared during the purchase of a MedjetHorizon Membership MUST be the primary residence of the Member.

For Members that own more than one residence, the Member(s) MUST declare a single primary Residence Address during the enrollment process. CAP Members MUST be able to provide reasonable proof of the “Residence Address” on record if requested by FocusPoint.

Failure to provide reasonable proof of residence may result in revocation, cancellation, or rescission of the membership.

**Expatriate Exception:**

CAP Members required to work outside of their Home Country for a continuous period lasting longer than ninety (90) days are defined as an Expatriate under the terms and conditions of the CAP Membership Program for MedjetHorizon Members.

A Member's Home Country is the country of the Member's Citizenship and/or qualifying Residence Address. The qualifying Residence Address for an Expatriate CAP Member will be defined as the Residence Address of the CAP Member's Home Country, not the Residence Address where an Expatriate CAP Member is deployed.

FocusPoint will provide an exception to the "proof of residence" requirement defined above for Expatriate CAP Members. Expatriate CAP Members are therefore eligible to receive assistance for covered crisis events within their country of deployment.

**Foreign National Program:**

CAP Members that reside outside the United States, Canada and Mexico will be considered under a Medjet Foreign National Membership. Under the Medjet Foreign National Membership, FocusPoint provides crisis assistance services to those individuals traveling outside their Home Country as listed on the membership application. Medjet Foreign National Members required to travel outside their Home Country for periods in excess of (90) days will need to be on an appropriate MedjetHorizon Foreign National Expat Membership.

**Study Abroad Program:**

CAP Members that travel outside of their Home Country specifically for an approved Study Abroad program are eligible for CAP coverage for a period of 120 consecutive days. Any planned travel specifically for a Study Abroad program lasting longer than 120 consecutive days will require travel back to the Member's Home Country at or before the 120-day mark for a period of no less than 24 hours before proceeding back to the Study Abroad destination to be eligible for subsequent 120-day blocks of coverage.

**LIMITATION ON SERVICES**

**General Limitations on Services**

CAP Members enjoy unlimited 24/7 access to FocusPoint's dedicated Crisis Response Center (CRC) to receive advice on dealing with any one of the travel risks described herein. However, the deployment of CAP Crisis Consultants or Security Personnel and associated crisis assistance services for MedjetHorizon memberships are limited to two (2) physical responses per Member, per membership year. The eligible physical responses are limited to forty-five (45) calendar days of response to bring the qualified event to resolution.

Due to the high risk of sending personnel into countries where the United States Department of State has issued travel restrictions, physical response by CAP Crisis Consultants and/or Security Personnel may be delayed and/or subject to exclusion in these areas for safety reasons.

In the event the Member elects to travel to locations which the United States Department of State, and/or the Foreign Office of Canada, the British Foreign Office and/or similar authority being the country where the Member's home or headquarters is located (such authority to be agreed in advance prior to inception) advises against ALL TRAVEL, the following provisions apply:

**1) It is a condition that the Member must observe due diligence at all times. Due regard to all the advice applicable to this location recommended by this site must be observed at all times, including**

but not limited to the employment of security personnel (when advised), staying in secure locations, the observance of travel advice and preferred routes and the avoidance of high-risk locations and public gatherings and;

2) In respect of incidents that may occur in locations for which the advice is against ALL TRAVEL, this membership agreement is amended to Crisis Consultation and Security Advice Only. Extra Expenses are not provided.

**CAP services are not available to a Member if and/or when:**

In respect of Wrongful Detention, any actual or alleged violation of the laws of the host country or a failure to maintain and possess duly authorized and issued required documents and visas occurs, unless FocusPoint determines that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political agenda or coercive effect upon or at the expense of the CAP Member(s);

A Kidnapping of a CAP Member by a Relative occurs or as a result of a domestic dispute;

A CAP Member has had kidnap insurance cancelled or declined in the past;

Any Kidnapping of a CAP Member who has been kidnapped in the past;

Any Kidnapping, Blackmail or Extortion of a CAP Member in their Permanent Country of Residence;

War, whether declared or not, between any of the following countries, namely, China, France, the United Kingdom, the Russian Federation and the United States of America, or War in Europe, whether declared or not, other than Civil war;

Any enforcement action by or on behalf of the United Nations, in which any of the countries stated above or any armed forces thereof are engaged;

Any response to a CAP Member determined to be illegally engaged in armed combat;

**This Membership Program does not cover:**

Loss or destruction of, or damage to, any property whatsoever, or any loss or expense whatsoever resulting or arising therefrom, or any consequential loss.

Any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:

- Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- The payment of a ransom;

**Limitations on Additional Costs:**

CAP is a membership program and not an insurance plan; FocusPoint will not reimburse Members for expenses they incur on their own unless noted and agreed in writing in advance. CAP memberships do include required and reasonable “additional costs” incurred by CAP Crisis Consultant(s) during the response to an eligible crisis event directly impacting a CAP Member during a period of travel. Additional costs, as defined under “Additional Membership Benefits” that are necessary to satisfy the requirements of responding to an eligible crisis will be covered up to \$50,000 per CAP Member, per eligible response.

### **Evacuation Due to Political Threat, Pandemic & Natural Disasters:**

Members must have proper documentation to evacuate from an area impacted by political violence, pandemic and/ or natural disasters. FocusPoint is not responsible for obtaining these documents in the event of an evacuation. If air transport is determined the best course of action by the CAP Crisis Consultant(s), the timeframe for transport is dependent on aircraft availability, required permits and visas for the respective countries and any other factors that may be beyond FocusPoint's control. While FocusPoint makes every effort to accommodate its Members, due to limited space available on evacuation aircraft, the Member is limited to one small carry-on bag. In most cases, pets will not be allowed on evacuation aircraft. Members should be prepared to make alternative arrangements for pets during an evacuation due to political violence, pandemic, or natural disasters.

### **CHANGES**

FocusPoint reserves the right to change or amend the terms contained in these Rules and Regulations without prior notice. FocusPoint is solely responsible for the interpretation and application of the terms contained in the Rules and Regulations. All determinations by FocusPoint shall be final and conclusive.

### **CONSENT TO RECORD COMMUNICATIONS**

FocusPoint, 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 Ohio, and any dispute between you and FocusPoint shall be finally resolved by the courts of the state of Ohio. FocusPoint and its Members agree to waive their right to trial by jury and agree to waive their right to punitive, exemplary, non-economic and consequential damages. FocusPoint and its Members' right to recover damages at law are limited to contractual damages only. Damages recoverable by Members are limited to the return of membership fees paid.

### **ENTIRE AGREEMENT**

The Rules and Regulations, along with the Medjet Membership Rules & Regulations and any amendments thereto constitute the entire agreement between FocusPoint and you as a Member with regard to the 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 as in writing by FocusPoint.

### **HOW TO CONTACT US**

CAP Members may call FocusPoint for assistance 24 hours a day, 365 days a year from around the world through FocusPoint's CRC number: +1.619.717.8549.