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## EXPAT MEMBERSHIP PROGRAMS RULES AND REGULATIONS

Up to Age 75

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*The Rules and Regulations govern Medjet's provision of travel assistance services under the Expat Membership Program. Therefore, it is important that you read the Rules and Regulations carefully and keep them with your travel papers in order to fully understand Medjet's services and how to properly access them.*

*Note: Medjet is a medical transport membership program, not an insurance plan. Medjet does not and will not reimburse or indemnify Members for expenses incurred.*

*If you have any questions regarding membership services, please contact Medjet at 800-527-7478 or 205-595-6626 prior to your travels.*

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### **DESCRIPTION of TRAVEL ASSISTANCE SERVICES**

Medjet is a medical transport membership program arranging worldwide medical transport and emergency consultation services. Members are provided with access to medically dedicated aircraft and commercial medical escorts capable of transporting them from domestic and international hospitals to the hospital of their choice in their Home Country during the term of their membership. In addition, Medjet provides Members with access to medical professionals for consultations, medical and legal referrals, and other Member services.

### **MEMBERSHIPS**

Medjet provides travel assistance services to Members under various membership plans. The Medjet Expat Membership is for residents of the United States, including PR and USVI, Canada and Mexico under age 75 traveling for extended periods in other countries.

Two levels of membership are offered based on the amount of uninterrupted time spent outside of the member's Home Country (United States, Canada or Mexico) and provide for air medical transport services to a hospital of the Member's choice in his or her Home Country in the event of a continued inpatient hospitalization while traveling:

Medjet's **Expat180** membership is for the Medjet Member traveling outside his or her Home Country (U.S., Canada or Mexico) for up to 180 consecutive days. If the member

returns to his or her Home Country at any time during that period, the time is reset and will begin again upon his or her next departure out of his or her Home Country.

Medjet's **Expat365** membership is for the Medjet Member traveling outside his or her Home Country (U.S., Canada or Mexico) for up to 365 consecutive days. If the member returns to his or her Home Country at any time during that period, the time is reset and will begin again upon his or her next departure out of his or her Home Country.

An Individual membership is available to residents of the United States, Canada and Mexico under the age of 75. An Individual Membership includes the individually identified Member only.

A Medjet family membership is available to residents of the United States, Canada and Mexico under the age of 75. A Family membership includes a Primary Member, his or her spouse or domestic partner, and up to five (5) of their unmarried dependent children (including step, foster, and legally adopted children) under the age of 19 (or under the age of 23 if the dependent is a full-time student in actual attendance at an accredited school or college) who are dependent on the Primary Member for support and maintenance. Subject to the five (5) dependent maximum, dependents added during the term of a family membership will be covered at no charge upon notification to Medjet prior to initial departure from the Residence Address as defined herein. To qualify as a dependent child, the child must reside with the Primary Member or be a full-time student in actual attendance at an accredited school or college, and be chiefly dependent upon the Primary Member for support.

A Medjet Diamond Expat membership is available to residents of the United States, Canada and Mexico from age 75 through the Member's 84th birthday. A Diamond Membership includes the individually identified Member only.

Medjet memberships are nontransferable and nonrefundable. By enrolling as a Member, you accept and agree to the terms and conditions of membership.

A Medjet membership provides access to Medjet-authorized affiliates only. All arrangements for medical transport and repatriation will be made by Medjet.

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

**Members will need to maintain appropriate health insurance in their Home Country that will provide for inpatient admission.**

## **MEMBERSHIP TERM**

Subject to the limitations identified herein, the term of a Medjet membership commences on the Effective Start Date selected by the Member during the enrollment process.

A Membership Year is the one-year period commencing on the Effective Start Date and ending one (1) year thereafter.

To be eligible for Medjet services for a specific trip, 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, Medjet membership is 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.

Medjet reserves the right to revoke, rescind, or cancel any membership or refuse any renewal at Medjet's sole discretion.

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

All membership applications and enrollment forms must include accurate information in order to ensure program eligibility. Any false or inaccurate information that would affect a Member's eligibility for Medjet membership is grounds for revocation, cancellation, or rescission of the membership.

## **SERVICES**

Subject to limitations on services described herein, Medjet provides medical, legal, and special services to any Member traveling 150 miles or more from his or her Residence Address as defined herein.

A Member's Residence Address is the current home address on file with Medjet (identified by the Member during enrollment unless changed by the Member subsequent to enrollment).

A Member's Home Country is the country of the Member's 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.

Travel assistance information and referrals are available prior to departure or during a trip.

## **WORLDWIDE REPATRIATION**

Subject to limitations on services described herein, when a Medjet Member becomes hospitalized as an inpatient due to illness or injury while traveling 150 miles or more from his or her Residence Address as defined herein, Medjet will arrange for medical transportation and repatriation services to the hospital of the Member's choice in the Member's Home Country.

Affiliate aircraft used for the medical transport of Medjet Members are fully equipped intensive care aircraft staffed with specially trained medical teams. **However, if the Member's condition permits, the Member will be transported by scheduled commercial airline while in the care of a Medjet-authorized medical escort.**

### **Medical Transport Services**

#### **A. Availability**

Medjet medical transport services are available to any Member who qualifies for medical transport services in accordance with these Rules and Regulations, is hospitalized as an inpatient 150 miles or more from his or her Residence Address, and is accepted as a patient

into an available inpatient bed by an admitting physician at the hospital of the Member's choice in the Member's Home Country.

Medjet medical transport services are not available to a Member with mild lesions, simple injuries such as sprains, simple fractures, or mild illnesses that can be treated by local doctors and do not prevent the Member from continuing his or her trip or returning home without medical attention.

Both the originating and receiving hospitals must be accessible by ground ambulance to transport the Member to and from an airfield capable of accommodating Medjet-authorized aircraft (in the case of a medical transport via medically dedicated air transport) or commercial aircraft (in the case of medical transport via commercial airline in the care of a Medjet-authorized commercial medical escort).

Due to the limited medical facilities and testing available on cruise ships, the Member must be admitted to a hospital on shore before scheduling medical transport to another hospital.

The time frame for medical transport is dependent on affiliate aircraft availability, required permits and visas for the respective countries and any other factors that may be beyond Medjet's control.

Members must have proper documentation to return to their country of residence. Medjet is not responsible for obtaining these documents in the event of a request for transport.

#### **B. 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: (1) the Member requires continued inpatient hospitalization; (2) the remaining inpatient hospitalization can be completed at a hospital of the Member's choice in the Member's Home Country; and (3) the Member can be returned by commercial airline in the care of a Medjet-authorized commercial medical escort.

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

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

Medjet will arrange for medical transport via medically dedicated air transport on a Medjet-authorized aircraft if: (1) the Member requires continued inpatient hospitalization; (2) the remaining inpatient hospitalization can be completed at a hospital of the Member's choice in the Member's Home Country; and (3) the Member is unable to return via commercial airline in the care of a Medjet-authorized commercial medical escort.

One (1) traveling companion may accompany each Member being transported on a Medjet-authorized aircraft during a medically dedicated air transport, at no additional cost, 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 small carry-on bag each.

#### **D. Transport Criteria**

All arrangements for medical transport and repatriation will be made by Medjet. **Decisions regarding the urgency of the case, the best timing and the most suitable means of transportation will be made by Medjet after consultation with the local attending physician.**

Medical Assessment – Medjet will require a Medical Assessment in order to determine membership benefits and stability for transport. The Medical Assessment requires a consultation between the Member's treating physician, who will provide a final or interim diagnosis that will require continued inpatient hospitalization, and a Medjet physician, who will review and evaluate the treating physician's diagnosis in order to determine the Member's transport requirements.

A Member must be medically stable for medical transport.

Assuming all other medical transport criteria are met, a Member who is initially considered medically unstable for transport to the hospital of the Member's choice in the Member's Home Country may first be transported to the nearest appropriate medical facility for initial stabilization. After this initial stabilization, Medjet will arrange continued transport to the hospital of the Member's choice in the Member's Home Country if the Member continues to meet medical transport criteria.

#### **Specialty Hospital Transfer**

Only Medjet Members with a continuous *active membership without lapse since April 1, 2008*, have access to the following Medjet specialty hospital transfer service: Subject to limitations on services described herein, when a Medjet Member (up to age 75) becomes hospitalized as an inpatient due to illness or injury while traveling less than 150 miles from his or her residence address as defined herein, 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 transportation to a specialty hospital of the Member's choice for continued treatment in the Member's home country as long as the specialty hospital is more than 150 miles from the Member's residence address on file.

### **LIMITATIONS ON SERVICES**

#### **1. General Limitations on Services**

Medjet services are not available to a Member if his or her illness or injury is a result of or is contributed to by the following:

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

## 2. Limitations on Medical Transport Services

Medjet Expat Membership medical transport services are limited to two (2) separate medical transports per Membership Year, except for repatriation transports involving multiple enrolled family members requiring simultaneous repatriation. Under these circumstances, each family member will receive one (1) transport.

Due to the high risk of sending registered aircraft and personnel into countries where the United States Department of State has issued a travel advisory of level 3 or 4, membership services are subject to exclusion or limitation in these areas. A complete list of Travel Advisories for every country in the world may be found at the U.S. Department of State's website. Please contact Medjet if you have questions regarding your destination prior to your travel..

Medjet medical transport services are not available to a Member for any injury, illness, or condition existing at the time of enrollment where inpatient medical care has already been scheduled or recommended by a health care provider. Medjet medical transport services are not available to a Member during a period of inpatient or outpatient hospice care, or if it was determined by a physician that the travel was against medical advice.

A Member traveling outside his or her Home Country for the purpose of seeking medical treatment, whether inpatient or outpatient, experimental or otherwise, is not eligible for Medjet medical transport services for that specific trip.

A Member who is medically discharged from the hospital, or leaves against medical advice and is physically able to travel on his or her own, is not eligible for Medjet medical transport services for the remainder of the Member's trip.

A Member with tuberculosis or other chronic airborne pathogens will not be transported.

Medical transport services will not be provided to any Member who has a diagnosis of, or is suspected of having, a Biosafety Class Level 3 (and above) pathogen as classified by either the Centers for Disease Control and Prevention (CDC) or the National Institutes of Health (NIH).

A Member beyond 12 weeks intrauterine gestation will not be transported, and any Member with any extrauterine pregnancy will not be transported.

Medical transport services will not be provided to any member with a suspected or diagnosed detached retina, whether before or after surgical treatment.

Medical transport services will not be provided in cases where the Member's primary admitting diagnosis is an inpatient psychiatric disorder.

Medical transport services will not be provided to any Member hospitalized as a result of the use or abuse of alcohol or drugs (illicit or prescription), including, without limitation, hospitalization for addiction, withdrawal, or complications of alcohol or drug abuse.

A Member who is hospitalized at the time of enrollment will not be eligible for transport services for that hospitalization.

A Member on an organ transplant list prior to enrollment will not be eligible for transport for that transplant.

## **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 solely 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.**

## **EMERGENCY MESSAGE RELAY**

Members may send and receive emergency messages to and from relatives, friends, and business associates toll-free, 24 hours a day through the Medjet staff.

## **MEDICAL REFERRALS**

Upon request, Medjet representatives will provide contact information for doctors and hospitals in the area in which the Member is traveling. The Member is solely 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 that is the subject of any referral; such determination shall be solely the Member's responsibility.

## **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 our toll-free number (800-527-7478) in the U.S., Canada or Caribbean, or calling collect from anywhere in the world (205-595-6626).

## **LEGAL REFERRALS**

Upon request, Medjet representatives will provide contact information for attorneys in the areas in which the Member is traveling. The Member is solely responsible for the selection and payment of the legal services provider. Medjet makes no representations regarding the qualifications or appropriateness of any legal services provider that is the subject of any referral; such determination shall be solely the Member's responsibility.

## **TRANSPORT OF MORTAL REMAINS**

In the event of a Member's death while traveling 150 miles or more away from the registered primary Residence Address, Medjet will arrange and pay reasonable and customary charges up to \$6,000 for the preparation and return of the Member's remains to the Member's home country. These charges will be at the sole discretion of Medjet.

This membership benefit includes:

- Domestic and international paperwork fees
- Preparation of the Member's remains for transport
- Transport container
- Ground and airline transport from the referring funeral home to the Home Country funeral home of choice for the Member's remains
- One death certificate



## **CHANGES**

Medjet reserves the right to change or amend the terms contained in these Rules and Regulations without prior notice. 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, and any dispute between you and Medjet shall be finally resolved by the courts of 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, non-economic and consequential damages. Medjet 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 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 as in writing by Medjet.

## **PROCEDURES:**

### **HOW TO CONTACT US**

Medjet Members may call Medjet for assistance 24 hours a day, 365 days a year from around the world through Medjet toll-free telephone numbers or, if necessary, collect from anywhere in the world.

The Medjet Corporate Office and Assistance Center is located at 3075 Healthy Way, Birmingham, Alabama 35243, USA.

## **IF HOSPITALIZED WHILE TRAVELING, HAVE THE FOLLOWING INFORMATION AVAILABLE WHEN YOU CALL US:**

1. Your name and telephone number where we can contact you.
2. Member's name.
3. Location (City, Country).
4. Brief description of medical condition.
5. Hospital telephone number.
6. Attending physician or medical professional and telephone number.

## **WWW.MEDJET.COM**

### **COLLECT**

*(Around the world)*  
**205-595-6626**

(Call International Operator for Assistance)

### **TOLL-FREE**

*(USA & CANADA)*  
**1-800-5-ASSIST**

(1-800-527-7478)





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## MEDJETHORIZON MEMBER BENEFITS RULES AND REGULATIONS

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*These Rules and Regulations govern the special benefits and services provided to you as a Member of MedjetHorizon. It is important that you also carefully read the Rules and Regulations that govern Medjet's provision of travel protection services under your MedjetAssist medical transport membership program. Keep these Rules and Regulations with your travel papers in order to fully understand MedjetHorizon benefits and services and how to properly access them.*

*Note: MedjetHorizon is a medical transport membership program, not an insurance plan. Medjet does not and will not reimburse or indemnify Members for expenses incurred.*

*If you have any questions regarding membership services, please contact Medjet at 800-527-7478 or 205-595-6626.*

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Your MedjetHorizon membership, and the benefits and services provided under the MedjetHorizon program, are subject to the Rules and Regulations, including all restrictions and limitations set forth therein, for the underlying MedjetAssist membership type you selected at the time of enrollment (hereinafter referred to as the "MedjetAssist membership"). Except as otherwise provided herein, all provisions of such Rules and Regulations are incorporated herein by reference. Please familiarize yourself with the Rules and Regulations for your MedjetAssist membership, these MedjetHorizon Rules and Regulations, and the Crisis Assistance Plus Rules and Regulations. 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.

All capitalized terms not defined herein have the meaning ascribed to them in the Rules and Regulations governing your MedjetAssist membership.

### **MEMBERSHIPS**

MedjetHorizon is a medical transport membership program and not an insurance plan. Medjet does not and will not reimburse MedjetHorizon Members for expenses they incur on their own.

### **MEMBERSHIP TERM**

The term of a MedjetHorizon membership is coextensive with the membership term of your MedjetAssist membership.

### **MEDJETHORIZON MEMBER BENEFITS AND 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 his or her MedjetAssist membership.

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

### **MEDJETHORIZON SPECIALTY HOSPITAL TRANSFER**

Specialty Hospital Transfer services: When a MedjetHorizon Member (under age 75) becomes hospitalized as an inpatient due to illness or injury while traveling less than 150 miles from his or her 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.

Assuming all other medical transport criteria are met, a MedjetHorizon Member who is initially considered medically unstable for a Specialty Hospital Transfer may first be transported to the nearest appropriate medical facility for initial stabilization. After this initial stabilization, Medjet will arrange continued transport to the hospital of the Member's choice in the Member's Home Country greater than 150 miles from the Member's Residence Address.

#### **Limitations on Specialty Hospital Transfer Services**

A MedjetHorizon Member is entitled to up to two (2) Specialty Hospital Transfers per membership year. In the event multiple enrolled family Members require simultaneous Specialty Hospital Transfer services, each enrolled family member will receive one (1) Specialty Hospital Transfer for that membership year. Specialty Hospital Transfer services are provided in addition to any Worldwide Repatriation and Ground Ambulance Transfer services provided in the same membership year.

### **IMPORTANT ELIGIBILITY LIMITATION ON SPECIALTY HOSPITAL TRANSFER SERVICES**

Specialty Hospital Transfer services are not available to 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.

### **MEDJETHORIZON GROUND AMBULANCE TRANSFER**

Ground Ambulance Transfer services: When a MedjetHorizon Member becomes hospitalized in the United States of America 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 the United States of America if that hospital is less than 150 miles from the Member's Residence Address.

#### **Limitations on Services**

A MedjetHorizon Member is entitled to up to two (2) Ground Ambulance Transfers per membership year. Ground Ambulance Transfers do not count toward total number of air medical transports (Worldwide Repatriation or Specialty Hospital Transfer) allowed per membership year. In the event multiple enrolled family members require simultaneous ground transport, each family member will receive one (1) transport for that membership year.

The MedjetHorizon Member must have a Residence Address in the United States of America to be eligible for Ground Ambulance Transfer services.

## **TRAVEL SECURITY | POWERED BY FOCUSPOINT INTERNATIONAL**

### **TRAVEL SECURITY & CRISIS RESPONSE**

Crisis Assistance Plus™ (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**

#### **Emergency Cash Advance Criteria**

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 year. 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 not available to Medjet Foreign National Members.

### **PERSONAL TRAVEL ADVISORIES**

This pre-trip planning tool allows MedjetHorizon Members to create personalized MedjetHorizon travel advisories and to access research on hundreds of countries, cities and destinations. MedjetHorizon Members will have access to government warnings, health and medical requirements, local laws and customs, and visa and passport requirements. This personalized travel advisory also provides travel eAlerts for events that could affect travel plans or safety. Best of all, once the itinerary is set, the MedjetHorizon Member can create an email advisory that will automatically email additional travel alerts before and during travel.

### **CHANGES**

Medjet reserves the right to change or amend the terms contained in these Rules and Regulations

without prior notice. 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, and any dispute between you and Medjet shall be finally resolved by the courts of 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, non-economic and consequential damages. Medjet's 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 (these Rules and Regulations, your MedjetAssist membership Rules and Regulations, and your CAP Rules and Regulations) constitute the entire agreement between Medjet and you as a MedjetHorizon Member with regard to their subject matter and supersede all previous understandings and agreement, whether oral or written. The terms of the Rules and Regulations may not be altered, varied or modified in any way except in writing by Medjet.

To access CAP benefits 24 hours a day, seven days a week, please call the Crisis Response Center (CRC)™ +1-619-717-8549. This number should only be utilized for CAP benefits.

## **PROCEDURES:**

### **HOW TO CONTACT US**

MedjetHorizon Members may call Medjet for assistance 24 hours a day, 365 days a year from around the world through Medjet toll-free telephone numbers or, if necessary, collect from anywhere in the world. The Medjet Corporate Office and Assistance Center is located at 3075 Healthy Way, Birmingham, AL 35243, USA.

### **IF HOSPITALIZED WHILE TRAVELING, HAVE THE FOLLOWING INFORMATION AVAILABLE WHEN YOU CALL US:**

1. Your name and telephone number where we can contact you.
2. Member's name.
3. Location (City, Country).
4. Brief description of medical condition.
5. Hospital telephone number.
6. Attending physician or medical professional and telephone number.

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**WWW.MEDJET.COM**

**COLLECT** (*Around the world*) **205-595-6626**  
(Call International Operator for Assistance)

**TOLL-FREE** (*USA & CANADA*) **1-800-5-ASSIST**  
(1-800-527-7478)



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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 Crisis Assistance Plus™ (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.***

*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 CRISIS ASSISTANCE SERVICES**

Crisis Assistance Plus™ (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
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 damages 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 it 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 180 days, unless enrolled as a MedjetHorizon Expat365 Member.

### **CRISIS CONSULTATION & RESPONSE SERVICES**

Subject to the limitations on 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 define herein.

## **ADDITIONAL MEMBERSHIP BENEFITS**

CAP is a membership program 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 Focus Point’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 on 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 Medjet 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 Agreement 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. FocusPoint's corporate headquarters is located at 861 SW 78th Avenue, Suite B200, Plantation, FL 33324.