



## MEDJETASSIST DIAMOND MEMBERSHIP RULES AND REGULATIONS (Age 75 - 84)

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*The Rules and Regulations govern Medjet's provision of travel assistance services under the Diamond 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 benefits, please call Medjet Membership Services 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 and other Member services.

### **MEMBERSHIPS**

Medjet provides travel assistance services to Members under various membership plans:

1. Individual Diamond Membership: Available to residents of the United States, Canada and Mexico age 75 up to the Member's 85th birthday. A Diamond Membership includes the individually identified Member only.

The Diamond Membership Application includes a General Health Questionnaire and Physician's Medical Statement that must be completed by the prospective Member and his or her physician(s) each year. Only the Diamond Application provided by Medjet will be accepted for consideration. Additional health information may be requested by Medjet from the prospective Member's physician(s). All Diamond Membership Applications are subject to approval by Medjet, whose decision is final.

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

## **EXTENDED STAYS OUTSIDE OF RESIDENCE COUNTRY**

A Member traveling, living or otherwise staying outside his or her Home Country for an uninterrupted period in excess of 90 consecutive days is not eligible for membership services under a Diamond Membership. Extended Stay (Diamond Expat) Memberships are available. Please contact Medjet for additional information on Diamond Expat Memberships.

## **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 for the first year and ending one (1) year thereafter at 11:59 PM Central Daylight Time.

To be eligible for Medjet services for a specific trip, the Effective Start Date must be prior to or the day of the Member's initial departure from his or her Residence Address, and the Member's hospitalization date must be prior to or on the Expiration Date of the selected membership.

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 the company's sole discretion.

Should Medjet exercise its rights 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.

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

## **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 is 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 a Medjet authorized aircraft (in the case of a medical transport via medically dedicated air transport) or a 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 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 cannot 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 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.

#### **COVID-19 SPECIALIZED TRANSFER**

Subject to all other Rules and Regulations and the following additional limitations on services described herein, when a Medjet Member (whose Home Country is the United States, Canada or Mexico) is hospitalized as an inpatient due to Covid-19 within the **contiguous 48 United States, Canada, Mexico or the Caribbean Islands\***, is more than 150 miles from their Residence Address, and requires continued inpatient hospitalization, Medjet will arrange for Covid-19 Specialized Transfer to the Member's hospital of choice within their Home Country. If the Home Country of the Member is the United States, the receiving hospital must be within the **contiguous 48 United States**.

\*For more information and a listing of additional countries covered by the Covid-19 Specialized Transfer benefit, please visit the **Covid-19 Services Information Page** on Medjet.com.

Members otherwise eligible for transfer for Covid-19 must not exceed the maximum allowable height, weight and girth requirements set forth by the manufacturers of Covid-19 transport pods utilized in the safe transfer of Covid-19 positive patients. Please contact Medjet if you have questions or concerns regarding the sizing requirements prior to travel.

No traveling companions or family members will be allowed to accompany patients transported for Covid-19.

If a hospitalized Member is under quarantine by a hospital, a government or any other regulatory entity exercising jurisdiction and that medical facility, government or regulatory entity will not allow transfer, transport will not be possible.

The receiving hospital selected by the hospitalized Medjet Member must agree to accept the patient. Otherwise, Medjet's transport to that hospital will not be possible.

The time frame for Covid-19 Specialized Transfer **WILL BE** extended beyond that of typical medical transports and is dependent on multiple factors including, but not limited to, affiliate availability to transfer Covid-19 patients, required permits or permissions and any other factors that are beyond Medjet's control.

With respect to Covid-19 specialized transfers, to the extent of any actual or claimed inconsistency between the Covid-19 Specialty Transfer provisions and any other provision(s) of the Rules and Regulations, the Covid-19 Specialty Transfer provisions control.

## **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 Diamond Membership medical transport services are limited to one (1) medical transport per membership year.

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 previously been scheduled or recommended by a healthcare 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 traveling within his or her Home Country for the purpose of seeking experimental treatment 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, *with the exception of Covid-19 as described in the Covid-19 Specialized Transfer Section.*

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), *with the exception of Covid-19 as described in the Covid-19 Specialized Transfer Section.*

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.

A Member must meet the physical requirements for his or her safe transport on aircraft commonly utilized in the air medical transport industry and Medjet affiliate aircraft.

A Member who would otherwise qualify for transfer by commercial carrier will not be eligible for transfer via medically dedicated aircraft if the Member's physical size exceeds the maximum allowable weight or girth requirements for transfer via commercial airline.

Members otherwise eligible for transfer via medically dedicated aircraft must not exceed the maximum allowable weight and girth requirements for such aircraft and their medical transport providers.

## **TRANSPORT OF MORTAL REMAINS**

In the event of a Member's death while traveling 150 miles or more away from the Member's 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 of the Member's remains from the referring funeral home to the funeral home of choice in the Member's Home Country
- One death certificate

## **MEDICAL MONITORING/CONSULTATION**

As soon as Medjet is notified of a Member's medical situation, 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, his or her family or employer until the situation is resolved and either the Member is able to resume travel or a medical transport is initiated.

## **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.

## **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.**

## **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 the Caribbean, or calling collect from anywhere in the world (205-595-6626).

## **ATTORNEY CONTACT INFORMATION**

Upon request, Medjet representatives will provide the Member with open source contact information for attorneys in the area in which the Member is traveling. The Member is solely responsible for the selection and payment of the legal service provider. Medjet makes no representations regarding the qualifications or appropriateness of any legal services provider; such determination shall be solely the Member's responsibility. **This service is not a legal referral to an attorney and should not be inferred as such.**

## **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, noneconomic 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.

## **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

## **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, AL 35243, USA.

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

- Your name and telephone number where we can contact you.
- Member's name
- Location (city, country)
- Brief description of medical condition
- Hospital telephone number
- Name of 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)