MEDJETHORIZON MEMBER BENEFITS
RULES AND REGULATIONS

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 fits 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 **Crisis Assistance** 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 ANNUAL MEMBERSHIP

RULES AND REGULATIONS

(Under Age 75)

DESCRIPTION OF MEMBERSHIP SERVICES

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

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

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

DEFINITIONS

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

"Expiration Date" – The date on which the Membership benefits terminate. For multi-year Memberships, each Membership Year ends at 11:59 PM Central Time on the day preceding the next anniversary of the Effective Date.

"Common Occurrence" – A single event or incident that results in the hospitalization of more than one (1) Member enrolled under the same Membership.

"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. For a multi-year Membership, the Membership Term spans two (2) or more consecutive Membership Years.

"Membership Year" – The one-year period commencing on the Effective Date for the first year, and on each anniversary of the Effective Date for any subsequent year during a multi-year Membership Term 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

Annual Memberships are available to residents of the United States, Canada, and Mexico who are under age 75 and may Travel domestically or internationally for up to 90 consecutive days per trip outside their Home Country.

Individuals who are over 75 years of age and/or who intend to Travel for periods exceeding ninety (90) consecutive days per trip outside their Home Country are advised to contact Membership Services to enroll in the appropriate Membership.

1. Individual Membership: An Individual Membership includes only the individually identified Member.
2. Family Membership: A Family Membership includes a Member, their spouse or Domestic Partner under the age of 75, and up to five (5) of their unmarried dependent children (including step, foster, and legally adopted children) who:
   a. Are under the age of nineteen (19); or
   b. Are under the age of twenty-three (23) and are full-time students; and
   c. Are dependent on the Member for support and maintenance.

Dependent Eligibility and Additions

- Subject to the limit of five (5) dependents, any children added during the Membership Term of a Family Membership will be protected at no additional cost, provided Medjet is notified while the dependent is at the Residence Address.
- To qualify as a dependent child, the child must either reside with the Member or be a full-time student attending an accredited school or college and be primarily dependent on the Member for support.
- Dependent children age twenty-three (23) or older require a separate Membership.

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 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.

Annual and Multi-year Memberships – An annual Membership has a Membership Term consisting of one (1) Membership Year. A multi-year Membership has a Membership Term consisting of two (2), three (3), or five (5) consecutive Membership Years. Each Membership Year ends at 11:59 PM Central Time on the day preceding the next anniversary of the Effective Date.

To be eligible for Medjet services while Traveling:

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

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

MEMBERSHIP SERVICES

MEDICAL TRANSPORT SERVICE

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

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

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

A. Medjet Transport Criteria

Services are available to any Member who:

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

B. Medjet Transport Eligibility and Stability Requirements

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

MORTAL REMAINS REPATRIATION

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

This Membership benefit includes the following services:

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

LIMITATIONS ON SERVICES

1. GENERAL LIMITATIONS

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

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

1.1 Transport Limitations

Annual Memberships include a maximum of two (2) medical transport services per Membership during the Membership Year, regardless of the number of total enrolled members. The sole exception is a Common Occurrence. Provided the maximum number of medical transport services has not been met prior to a Common Occurrence, each affected Member shall be entitled to one (1) medical transport; and no additional medical transport shall be available to any Members 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)

1.3 Cruise Ship Limitations

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

1.4 Insurance Limitations

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

2. MEDICAL TRANSPORT LIMITATIONS

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

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

2.2 An injury, illness, or condition existing at the time of the Member's enrollment (or, for a Member added to an existing Membership mid-term, at the time of that Member's addition), for which inpatient medical care has been previously scheduled or recommended by a healthcare provider, regardless of whether treatment was intended to occur during the Membership Year.

2.3 The Member is receiving outpatient medical care, whether such care has been previously scheduled or recommended by a healthcare provider, for chemotherapy, immunotherapy or radiation therapy.

2.4 The Member is receiving inpatient or outpatient hospice care.

2.5 The Member is Traveling against medical advice from their physician.

2.6 The Member is Traveling for the purpose of seeking medical treatment, whether inpatient, outpatient, experimental, or otherwise.

2.7 The Member has been medically discharged or has left the Hospital against medical advice.

2.8 A Member who is hospitalized as an inpatient at the time of enrollment or at the commencement of the Membership Term shall be ineligible for Medical Transport Services in connection with that hospitalization.

2.9 A Member who is on an organ transplant list shall not be eligible for Medical Transport Services with respect to that transplant.

2.10 The Member is diagnosed with, or suspected of having, a Biosafety Class Level 3 or higher pathogen as classified by the Centers for Disease Control and Prevention (CDC) or the National Institutes of Health (NIH).

2.11 A Member beyond 12 weeks' intrauterine gestation will not be transported if the illness or injury is such that the Member could enter into labor. Any Member with any extrauterine pregnancy will not be transported under any circumstances.

2.12 Preterm infants or infants under the age of three (3) months, requiring medical treatment, will not be transported.

2.13 The Member has a suspected or diagnosed detached retina, whether before or after surgical intervention.

2.14 The Member's primary admitting diagnosis is a psychiatric disorder.

2.15 The Member is hospitalized due to the use or abuse of alcohol or drugs (illicit or prescription), including, without limitation, addiction, withdrawal, or related complications.

2.16 The Member exceeds the physical requirement for safe transport on aircraft commonly utilized in the air medical transport industry and Medjet authorized affiliate aircraft.

A. Members who would otherwise qualify for transfer by commercial carrier will not be eligible for transfer in a medically dedicated aircraft if the Member's physical size exceeds the maximum allowable weight or girth requirements for transfer via commercial airline.
B. Members otherwise eligible for transfer via medically dedicated aircraft must not exceed the maximum allowable weight and girth requirements for such aircraft, its associated equipment, and their medical transport providers.

ADDITIONAL MEMBERSHIP SERVICES

CONSULTATION

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

MEDICAL MONITORING

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

PHYSICIAN AND FACILITY CONTACT INFORMATION

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

TELEPHONE INTERPRETATION

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

CHANGES

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

CONSENT TO RECORD COMMUNICATIONS

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

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

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

ENTIRE AGREEMENT

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

SEVERABILITY

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

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

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

- Visit our website, www.Medjet.com, and click on the "Privacy Policy" link.
- Email us at 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

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
Email: 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 Crisis Assistance membership program ("Crisis Assistance"). 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.

CRISIS ASSISTANCE | POWERED BY MS RISK

Crisis Assistance is a travel security and crisis assistance membership benefit for MedjetHorizon Members. The Crisis Assistance membership program 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 Crisis Assistance 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.

CHANGES

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

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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.

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
Email: Info@Medjet.com
Email communications are not monitored on a 24/7 basis and shall not be used for transport-related requests.

CRISIS ASSISTANCE MEMBERSHIP PROGRAM

Rules and Regulations for MedjetHorizon Members

The Rules and Regulations contained herein govern MS RISK LIMITED'S provision of Travel Assistance and **Crisis Response Services** under the Crisis Assistance membership program (hereinafter called 'Crisis Assistance').

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

Crisis Assistance is a travel assistance membership program, not an insurance policy. MS Risk does not and will not reimburse or indemnify Members for expenses incurred directly by themselves, a Member and/or on behalf of a Member, unless agreed in writing in advance.

Should a **Covered Crisis** occur, or if one is believed to have occurred, or the need for any other protected assistance arises during a **Period of Travel**, MS Risk crisis consultants should be contacted at the following telephone number:

24 Hour Crisis Response Center (CRC) Hotline +1.205.582.5442

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

DESCRIPTION OF SERVICES

Crisis Assistance is a travel security and crisis assistance membership program powered by MS Risk. In the event of a **Crisis,** suspected **Crisis**, or any circumstance requiring assistance during a **Period of Travel**, MS Risk will provide a number of services and assistance for a wide range of **Crises** as listed and defined herein that directly impact or have the potential to impact a **Member**. **Crisis Response Services** include:

SECURITY ASSISTANCE SERVICES

1. 24/7 Assistance Hotline
2. Crisis Consultation and Telephone Advice
3. Emergency Message Transmission
4. Legal Referral Assistance
5. Lost Document Assistance
6. Interpreter Services
7. Global Evacuation and Rescue Assistance

COVERED CRISIS EVENTS

1. Blackmail and Extortion
2. Disappearance (Search & Rescue)
3. Hijacking
4. Kidnap
5. Natural Disaster
6. Pandemic
7. Political Violence and Civil Unrest(including Strikes, Riots, and Civil Commotion)
8. Terrorism
9. Violent Crime
10. Wrongful Detention

CRISIS ASSISTANCE MEMBERSHIP

MS Risk provides **Crisis Response Services** to **Members** during **Periods of Travel** through short-term, annual, and multi-year memberships. All Crisis Assistance memberships are subject to the terms and conditions set forth herein. By enrolling as a **Member**, you accept and agree to the terms and conditions of membership. An individual who is not a party to this membership has no right under the membership agreement to enforce any term of this membership.

A membership is not valid if the **Membership Fee** payment is declined, returned, or otherwise unpaid. In such a case, the **Effective Date** shall be the date the **Membership Fee** is successfully collected.

In its sole discretion, MS Risk reserves the right to revoke, rescind, or cancel any membership or refuse any renewal. Should MS Risk exercise its right to revoke, rescind, or cancel a Crisis Assistance membership, MS Risk shall refund the **Member** a portion of the **Membership Fee** prorated based on the remaining **Membership Term**.

All Crisis Assistance membership enrollment data must be accurate to ensure program eligibility. Any false or inaccurate information that would affect a **Member's** eligibility for a Crisis Assistance membership is grounds for revocation, cancellation, or rescission of the membership.

CRISIS ASSISTANCE MEMBERSHIP TERM

Subject to the limitations identified herein, the term of a Crisis Assistance membership program commences on the **Effective Date** selected by the Member during the MedjetHorizon enrollment process. The end date for a Crisis Assistance membership aligns with the end date of the MedjetHorizon membership, which is selected during enrollment.

To be eligible for **Crisis Response Services** during a **Period of Travel**, the **Effective Date** must be prior to the **Member's** initial departure from his or her **Residence Address**. Regardless of the **Effective Date** selected by the **Member**, Crisis Assistance memberships are valid only when the **Membership Fee** is collected.

CRISIS ASSISTANCE MEMBERSHIP SERVICES

Subject to the limitations on services described herein, MS Risk provides **Crisis Response Services** to any **Member** traveling 150 miles / 241 kilometers or more away from his or her qualifying **Residence Address**. The qualifying **Residence Address** declared during the purchase of a MedjetHorizon Membership MUST be the primary residence of the **Member**.

For individuals who own more than one residence, the **Member(s)** MUST declare a single primary **Residence Address** during enrollment. **Members** MUST be able to provide reasonable proof of "**Residence Address**" on record if requested by MS Risk.

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

Expatriate Exception:
Members that travel outside of their **Home Country** for periods exceeding ninety (90) consecutive days per trip are defined as Expatriates under the terms and conditions of the Crisis Assistance membership program for MedjetHorizon Members.

- The qualifying **Residence Address** for an Expatriate **Member** will be defined as the **Residence Address** in the **Member's Home Country**, not the address where the Expatriate **Member** is currently residing.
- MS Risk will provide an exception to the "proof of residence" requirement defined above for Expatriate Crisis Assistance Members. Expatriate Crisis Assistance Members are therefore eligible to receive assistance for a **Covered Crisis**.

Foreign National Program:
Members that reside outside the United States, Canada, and Mexico will be considered eligible under a Medjet Foreign National Membership. Under the Medjet Foreign National Membership, MS Risk provides **Crisis Response Services** to

those individuals traveling outside their **Home Country** as listed on the membership application. Medjet Foreign National Members that travel outside their **Home Country** for periods in excess of ninety (90) days will need to be on an appropriate MedjetHorizon Foreign National Expatriate Membership.

Collegiate International Program:
Members attending a university or other accredited educational programs and studying or teaching outside of their **Home Country** are eligible for **Crisis Response Services**. Protection is for (1) year, with individual trip durations outside of their **Home Country** not exceeding 20 consecutive weeks (140 days). If the **Member** returns to their **Home Country** at any point, the protection period resets and will begin again upon their departure from their **Home Country**. Collegiate **Members** traveling outside of their **Home Country** for more than one hundred and forty (140) consecutive days will need to be on the appropriate MedjetHorizon Expatriate Membership.

COVERED CRISIS EVENTS

1. BLACKMAIL AND EXTORTION

The threat of violence against a **Member** or the **Member's** property if the **Member** does not comply with the perpetrators' demands.

Blackmail and Extortion means the making of illegal threats specifically to a **Member** to:

A. Kill, injure or abduct a **Member**; or
B. Damage Property; or
C. Disseminate, divulge or use Trade Secrets

By person(s) who then demand a **Ransom** as a condition of not carrying out such threats.

2. DISAPPEARANCE

The complete and unexpected loss of contact with the **Member** for a period in excess of 48 hours.

3. HIJACKING

The unlawful seizure of or wrongful taking control of an aircraft, ship, train or other vehicle in which a **Member** is traveling and held under duress for a period in excess of six (6) hours.

4. KIDNAP

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

5. NATURAL DISASTER

Any event or force of nature that has catastrophic consequences and causes great damages and the potential to cause a **Crisis** to a **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 the **Consultant Service Provider**.

6. 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 **Member** is exposed during a **Period of Travel**, threatens the life or long-term health of the **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).

7. POLITICAL VIOLENCE AND CIVIL UNREST INCLUDING STRIKES, RIOTS, AND CIVIL COMMOTION

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.

8. TERRORISM

Any **Act of Terrorism** which directly affects a **Member's** safety.

Act of 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.

9. VIOLENT CRIME

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

10. WRONGFUL DETENTION

The involuntary confinement of a **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.

COVERED CRISES

ASSISTANCE SERVICES

During the **Membership Term**, **Members** have on-demand access to a dedicated 24/7 Crisis Response Center (CRC) Hotline where they can receive advice, and (if necessary, as determined solely by MS Risk), coordinated in-country response services to assist **Members** directly impacted by the **Covered Crisis** event.

TRANSLATION SERVICES

MS Risk will provide translation in all major languages via telephone.

EMERGENCY MESSAGE RELAY

MS Risk will attempt to transmit an urgent message for a **Member** to their family, friends, and/or business associates. Messages can be retained for up to fifteen (15) days after the conclusion of the case.

EVACUATION OR RELOCATION DUE TO POLITICAL THREAT & NATURAL DISASTERS

Members must have proper documentation to evacuate from an area impacted by **Political Violence** and/or **Natural Disasters**. MS Risk is not responsible for obtaining these documents in the event of an evacuation or relocation. If air transportation is determined to be the best course of action by the MS Risk 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 MS Risk's control.

While MS Risk makes every effort to accommodate its **Members,** because of the limited space available on an evacuation aircraft, the **Member** is limited to one small carry-on bag.

In most cases, pets will not be allowed on an evacuation aircraft. Members should be prepared to make alternative arrangements for pets during an evacuation due to **Political Violence** or **Natural Disasters**.

COVERED CRISES

CONSULTATION & RESPONSE SERVICES

Subject to the limitations on services described herein, Crisis Assistance memberships include, at no additional cost, telephonic or remote crisis consultation and coordinated in-country response services during a qualifying **Period of Travel**.

With ALL **Covered Crisis** events defined herein, the goal of the assistance provided is to get **Members** to safety and bring closure to a **Crisis** event that impacts or has the potential to impact a **Member** during a qualifying **Period of Travel**. Coordinated in-country response services for the **Crisis** events defined herein are provided at the sole discretion of MS Risk and are limited to those listed below.

BLACKMAIL & EXTORTION

Advice and possible deployment of a crisis consultant to investigate and bring resolution to the **Blackmail or Extortion** threat directly impacting a **Member**.

DISAPPEARANCE OF PERSONS

Advice and possible deployment of a crisis consultant to investigate the disappearance of a **Member** to locate and return the **Member** to safety.

HIJACKING

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 **Member** and bring resolution to the hijacking directly impacting a **Member.**

KIDNAP FOR RANSOM

Advice and possible deployment of a crisis consultant to consult with the family of and/or the employer of a **Member** that has been kidnapped for **Ransom** to affect the safe release of the **Member**.

Please note, because Crisis Assistance is not an insurance policy, the reimbursement of a Ransom or Extortion payment is not available under the Crisis Assistance membership program.

NATURAL DISASTERS

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

PANDEMIC THREAT

Advice and possible deployment of transportation assets to assist a **Member** directly impacted by a **Pandemic** as defined herein. Additional assistance may include advocating on behalf of a quarantined **Member**, emergency message transmission to an employer or loved ones, translation assistance, travel advisories and alerts directly related to changing threat conditions and possible health emergencies that impact or have the potential to impact **Member(s)**.

Please note, MS Risk has no authority to remove Crisis Assistance Members from quarantine who have been placed under official quarantine as a result of a recognized health emergency, up to and including an officially declared Pandemic. In certain situations, and at the sole discretion of MS Risk, Crisis Assistance Members who have cleared an official quarantine may be eligible for transportation from the quarantine location back to his or her Home Country.

POLITICAL VIOLENCE AND CIVIL UNREST INCLUDING STRIKES, RIOTS, AND CIVIL COMMOTION

Advice and possible deployment of crisis consultants to assist a **Member** in seeking safety, implementation of additional security personnel to assist with sheltering in place, and evacuation or relocation away from the impacted area.

TERRORISM

Advice and possible deployment of a crisis consultant to assist in seeking safety, emergency message relay, medical attention if needed, evacuation or relocation away from the impacted area, and the implementation of security personnel to ensure adequate security of a **Member** directly impacted by a terrorist incident.

VIOLENT CRIME

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

WRONGFUL DETENTION

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

SPECIAL PROVISIONS

PANDEMIC MANDATED QUARANTINE

If a **Member**:

1. Tests positive, during a **Period of Travel** outside of the **Member's Home Country** (or when traveling more than 150 miles / 241 kilometers from home while traveling within the **Member's Home Country**), evidenced in written documentation from a duly licensed medical professional or diagnostic facility for **Pandemic** virus or any mutation thereof, and,
2. Does not require in-patient hospitalization as a result of contracting the **Pandemic** virus or any mutation thereof as determined by a treating physician at the location of the **Member's** travel, and
3. The **Member**, upon mandate by the government or any other regulatory entity exercising jurisdiction at the **Member's** location of travel, is required to quarantine or self-isolate as a result of the positive **Pandemic** test herein referenced, then,

   MS Risk will arrange and pay for lodging or hotel accommodation expenses only for mandated quarantine or isolation costs for up to a maximum period of fourteen (14) consecutive travel days for the Crisis Assistance Member.

FULLY FUNDED SERVICES AND COVERED EXPENSES

Crisis Assistance is a fully funded service guarantee and not an insurance policy. **MS Risk will not reimburse Members for expenses they incur on their own unless such expenses are incurred at the direct instruction of MS Risk.** All eligible services and expenses are arranged, approved, and paid directly by MS Risk in connection with the management of a **Covered Crisis** affecting a **Member** during a qualifying **Period of Travel**.

CRISIS RESPONSE SERVICES

When a **Covered Crisis** occurs, MS Risk may provide telephone consultation, crisis management guidance, alternative travel and security arrangements, and, where necessary, deploy crisis consultants to manage the incident, establish the location and welfare of a **Member**, coordinate response activities, and assist in negotiations where appropriate.

All costs associated with the deployment of Crisis Consultants to the affected location are included within the Crisis Assistance **Membership Fee** for a period of up to forty-five (45) days following the **Covered Crisis**.

COVERED EXPENSES

Subject to the terms, conditions, and limitations of the Crisis Assistance membership, MS Risk will arrange and pay reasonable and necessary **Consultant Costs** and **Extra Expenses** incurred directly and solely as the result of the management of a potential, actual, or threatened **Covered Crisis**. **Covered Expenses** consist of:

1. Consultant Costs

Consultant costs include the fees and expenses of crisis consultants appointed by MS Risk with respect to a **Crisis**, and incurred during the applicable **Crisis Coverage Period**, including:

- Telephone advice;
- Alternative arrangements made for the **Member** with guidance on what to do; and
- If circumstances require, the deployment of a crisis consultant to help resolve a **Covered Crisis**, establish the location of the **Member** or provide assistance in any negotiation for release.

2. Extra Expenses

Extra expenses are reasonable and necessary costs incurred by MS Risk, or by a **Member** acting upon the direct instructions of MS Risk, during the **Crisis Coverage Period** and as a result of a **Covered Crisis**. Extra expenses are limited to **$50,000 (USD) per Member, per incident**, and may include:

- Emergency political evacuation or relocation to a safe location;

- Emergency evacuation or relocation resulting from a **Pandemic** threat, **Terrorism** event, or **Natural Disaster**;
- Search and rescue expenses;
- Legal referrals and legal fees, for up to ten (10) days following the **Crisis** event;
- Fees and expenses of an independent interpreter;
- Evacuation, relocation, travel and accommodation costs;
- Fees for emergency medical treatment required as a direct result of a **Covered Crisis** prior to hospital admission. The exception is emergency medical treatment required as a result of a **Pandemic** threat event, which is not a fully funded benefit of this membership.
- Fees and expenses of security personnel or security guards temporarily retained solely and directly to protect the **Member(s)** in the affected country where a **Covered Crisis** occurred, for a period of up to forty-five (45) days.
- Costs associated with returning a rented, hired, or non-owned vehicle to the nearest appropriate rental location when the vehicle was being used during the **Member's Period of Travel** at the time of the **Covered Crisis**.

LIMITATIONS

1. GENERAL LIMITATIONS ON SERVICE

1.1. **Members** have unlimited 24/7 access to MS Risk's dedicated Crisis Response Center (CRC) to receive advice on dealing with any one of the travel risks described herein. However, the deployment of response consultants or security personnel and associated **Crisis Response 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 the qualified event to resolution.

1.2. Due to the high risk of sending personnel into countries where the United States Department of State or the UK Government Foreign Office Travel advice service has issued travel restrictions, physical response by MS Risk crisis consultants and/or security personnel may be delayed and/or subject to exclusion in these areas for safety reasons.

1.3. In the event the **Member** elects to travel to locations which the United States Department of State, and/or the Global Affairs Canada and the UK Government Foreign Office Travel advice service and/or similar authority being the **Member's Home Country** (such authority to be agreed in advance prior to inception) advises against ALL TRAVEL, the following provisions apply:

A. 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 guards (when advised), staying in secure locations, the observance of travel advice and preferred routes and the avoidance of high-risk locations and public gatherings.

B. In respect of incidents that may occur in locations for which the advice is against ALL TRAVEL prior to departure on the Period of Travel, this membership agreement is amended to cover Security Advice only. Extra Expenses are not covered.

2. CRISIS ASSISTANCE SERVICES ARE NOT AVAILABLE TO A MEMBER IN THE FOLLOWING CIRCUMSTANCES:

2.1. In respect of **Wrongful Detention**, for 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, unless MS Risk determines that such allegations were intentionally false, fraudulent, and malicious and made solely to achieve a political propaganda or coercive effect upon or at the expense of the **Member.**

2.2. In respect of any **Kidnap** or **Violent Crime** of a **Member** by a **Relative** or where an incident arises out of a domestic dispute.

2.3. To any **Member** whose kidnap insurance has been previously declined, canceled, or non-renewed.

2.4. In relation to any **Kidnap** of a **Member** who has previously been kidnapped.

2.5. In relation to any **Kidnap, Blackmail, or Extortion** occurring at the **Member's Residence Address**.

2.6. Where the provision of such service would expose MS Risk, or anyone acting on their behalf, to any sanction, prohibition or restriction imposed under United Nations resolutions or under the trade or economic sanction laws or regulations of the European Union, the United Kingdom or the United States of America.

2.7. For the payment of any **Ransom**. **Ransom** payments are not included within **Consultant Costs** or **Extra Expenses**.

2.8. In relation to any business dispute.

2.9. For any **Extra Expenses** arising from or caused by travel delays.

2.10. Where the **Member's** circumstances arise directly or indirectly from suicide, attempted suicide, intentional self-injury or a state of insanity;

2.11. In response to any **Crisis** arising out of or in connection with:

a. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power at the affected location, where such circumstances commenced prior to the commencement of the **Period of Travel**;

b. Any loss, destruction of, or damage to property, or any resulting loss, expense, consequential loss or legal liability of any nature whatsoever, directly or indirectly caused by, contributed to by or arising from:

i) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste arising from the combustion of nuclear fuel; or

ii) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly, explosive nuclear device, or nuclear component thereof.

GENERAL CONDITIONS

1. CANCELLATION

The Crisis Assistance membership may be cancelled by MS Risk solely as a result of non-payment of fees by the **Member**. In such an event, MS Risk will mail written notice of not less than thirty (30) days after the effective date of cancellation and earned fees due will be calculated on a pro rata basis.

2. CHANGES

Notice to any representative of MS Risk or knowledge possessed by any representative or by any person will not affect a waiver or a change in any part of the protection or stop MS Risk from asserting any right under the terms of this protection, nor can the terms of these Rules and Regulations be waived or changed unless agreed to in writing by an authorized representative of MS Risk.

3. CHOICE OF LAW AND FORUM

The construction, validity and performance of this protection will be governed by and construed in accordance with the law of England and Wales, and each party agrees to the exclusive jurisdiction of the courts of England and Wales.

4. CONCEALMENT, MISREPRESENTATION, NON-DISCLOSURE AND FRAUD

Without prejudice to the **Consultant Service Provider**'s other rights, howsoever arising, the **Consultant Service Provider** reserves the right to void these Rules and Regulations in any case of concealment, misrepresentation or non-disclosure by the **Member**, whether or not fraudulent, of a Material Fact concerning these Rules and Regulations or the procurement thereof.

In any case of concealment, misrepresentation or non-disclosure, whether or not fraudulent, by a **Member**, or anyone acting on his or her behalf, concerning any **Covered Crisis** or any loss or recovery under these Rules and Regulations, such **Member** forfeits all rights to benefits under these Rules and Regulations.

For the purposes of these Rules and Regulations, a Material Fact is information that might influence the judgment of a prudent **Consultant Service Provider** in fixing the **Membership Fee** or determining whether or not to allow the **Member** access to the **Crisis Response Services**. Any matter relating to the health or hazardous activities of the **Member** is considered a Material Fact, and the **Member** has a duty to disclose such information prior to inception. (If in any doubt as to whether a fact is material or not, it must be disclosed).

5. AGGREGATE LIMIT

If any **Pandemic** or **Natural Disaster** results in a number of **Members** being assisted during the **Membership Term** and the Crisis Assistance Costs and Expenses **Each and Every Loss** incurred as a result exceed the Aggregate **Limit** stated in the terms, then these Rules and Regulations shall nevertheless remain effective, but the **Limit** of Settlement to be offered for Crisis Assistance in respect of any one **Member** shall be calculated by dividing the "each **Covered Crisis**" $2,500,000 (USD) aggregate **Limit** by the total number of **Members** involved in such **Covered Crisis** equally.

For the purposes of **Each and Every Loss,** sixty **(**60) days or one hundred and sixty-eight (168) Hours means:

MS Risk may select the moment(s) from which the period(s) is (are) deemed to commence provided that no period of one hundred and sixty-eight (168) hours for **Natural Disasters** or sixty (60) days for a **Pandemic** selected shall overlap with any previous or subsequent period of one hundred and sixty-eight (168) hours or (sixty) 60 days selected (as applicable) and furthermore that no selected period may commence earlier than the date and time of the first recorded individual loss to the **Member** (in respect of the **Pandemic** or **Natural Disaster** under consideration) nor prior to the inception of this membership agreement. This membership agreement shall be specifically extended to include all parts of a loss which form a part of a selected period which commences during the period covered hereunder but which is still running at the expiry hereof.

6. RIGHTS OF THIRD PARTIES

A person who is not a party to this agreement has no right to enforce any term of this agreement.

7. SEVERABILITY, CONSTRUCTION AND CONFORMANCE TO STATUTE

a. If any provision contained in these Rules and Regulations is, for any reason, held to be invalid, illegal or unenforceable in any respect, it is deemed to be severed and to have no effect on any other valid legal and enforceable provision of this membership.
b. If any provision contained in these Rules and Regulations can be construed as being invalid, illegal or unenforceable for any reason, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law.
c. Any provisions of these Rules and Regulations which conflict with the compulsory provisions of statutes or regulations of the state or country wherein these Rules and Regulations are issued are hereby amended to conform to such statutes or regulations.

8. CONSULTANT SERVICE PROVIDER'S UNDUE RISK

In the event MS Risk determines reasonably and in good faith that by engaging in consulting services for the **Member**, MS Risk's employees or sub-contractors may be subject to undue risk of physical harm, MS Risk reserves the right to decline to provide consulting services for the **Member.**

9. DUE DILIGENCE

The **Member** will exercise due diligence to do all things reasonable and practical to avoid any happening or circumstances covered by this protection and to make all reasonable efforts to mitigate any loss arising as a result of a **Covered Crisis.**

10. NON-ASSIGNMENT

The Crisis Assistance membership may not be assigned or transferred.

11. NOTICE OF LOSS

Upon discovery of a potential or actual event or incident which may give rise to a **Covered Crisis** or any claim for a payment of **Extra Expenses,** the **Member** shall immediately contact the 24 Hour Crisis Response Center (CRC) Hotline.

12. NOTICES

Except as indicated to the contrary herein, all notices, applications, demands or requests provided for in this membership agreement will be in writing and will be given to Medjet and/or the **Member** as required at its address.

13. RIGHTS UNDER THE CONTRACT

If this is a group protection, it is an agreement between the purchasing **Member** and MS Risk, intended for the benefit of **Traveling Members**. However, it is not the intention of this protection for **Traveling Members** or any other third party to have any rights to enforce any of its terms. Any documentation issued by the purchasing **Member** to the **Traveling Members** in relation to this protection is the responsibility of the purchasing **Member.**

14. SANCTIONS

MS Risk shall be deemed to provide cover and shall not be liable to pay or provide any benefit hereunder to the extent that the provision of such cover, payment of such expense or provision of such benefit would expose that **Consultant Service Provider** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

DEFINITIONS

The following words and phrases, when used in these Rules and Regulations, have the meanings set forth below:

Consultant Service Provider means MS Risk Limited of Clearwater, Quarterbridge Road, Douglas, IM2 3RQ, Isle of Man

Consultant Costs means the fees and costs of the **Consultant Service Provider** reasonably and necessarily incurred within the **Crisis Coverage Period**, directly and solely as the result of their management of a potential, actual or threatened **Crisis**.

Covered Crisis means any of the 10 events listed on page 1 occurring during a **Period of Travel.**

Crisis means any decisive, unstable or crucial time resulting from an unforeseen **Covered Crisis** occurring during a **Period of Travel** which has directly caused or has the potential to cause serious bodily harm, **Wrongful Detention** or death to a **Crisis Assistance Member**.

Any **Crisis** or Crises arising out of, based upon, or attributable to related, continuous or repeated **Covered Crises** shall be considered to be a single **Crisis** for the purposes of these Rules and Regulations.

Crisis Response Services means the assistance services provided by the **Consultant Service Provider** in the event of a **Crisis,** the level and nature of which will be determined by the **Consultant Service Provider** dependent on the individual circumstances and can include but is not limited to:

a) 24/7 point of contact to report emergencies and get security and safety advice from duty managers;
b) Coordination of security resources;
c) Liaison with 3rd parties where applicable;
d) Monitoring and telephone advice throughout the **Crisis**;
e) Mobilization and deployment of response consultants to advise on extreme incidents.

Crisis Coverage Period means the period of time set forth in these Rules and Regulations, commencing when the **Crisis** is first reported to the Crisis Response Center (CRC) Hotline.

Each and Every Loss means loss and/or accident and/or occurrence and/or catastrophe and/or calamity and/or series thereof arising out of one **Pandemic** or **Natural Disaster** during any one period of sixty (60) days for **Pandemic** or one hundred and sixty-eight (168) Hours for **Natural Disaster.**

Effective Date means the date on which the membership benefits commence.

Home Country means the country of the **Member's Residence Address**.

Limit means the amount set forth in these Rules and Regulations.

Member means the person(s) or group of persons named on the MedjetHorizon Membership.

Membership Fee means the payment of which entitles the **Member** to access the **Crisis Response Services**.

Membership Term means the total period of a **Member's** enrollment, commencing on the **Effective Date** and ending on the Expiration Date.

Period of Travel means from the time the **Member(s)** travels over 150 miles / 241 kilometers from their **Residence Address** or usual place of business, not to exceed ninety (90) consecutive days, unless enrolled in an appropriate MedjetHorizon Expat Membership.

Residence Address is 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 the address on the Effective Date**.

Ransom means money or other valuables, including cash, monetary instruments, bullion, or the fair market value of any securities or property.

Relative means spouse or common-law partner, mother, mother-in-law, father, father-in-law, daughter, daughter-in- law, son, son-in-law, (including legally adopted daughter or son), brother, brother-in-law, sister, sister-in-law, grandfather, grandmother, grandson, granddaughter or fiancé(e).

Traveling Members means the category of persons for whom this protection is purchased by the **Member,** if the purchasing **Member** is named as a group, company or organization.

USD means United States Dollar(s).