



## **MEMBERSHIP PLAN INFORMATION**

The following membership plan Information contains the terms and conditions of your membership and details on steps you should take if you are hospitalized more than 150 miles away from your home AND you require a hospital-to-hospital transfer.

If you have an emergency, please seek medical treatment at the local hospital immediately. If you are admitted to the hospital for a serious injury or illness, please call us and you will be connected with a medical evacuation flight coordinator, available 365 days a year, 24 hours a day our primary medical evacuation provider's flight coordinator and medical director will work with you to determine if you qualify for an evacuation and whether the evacuation is to be carried out via a commercial aircraft at our expense, or a private, medically equipped aircraft at our expense.

You must be a resident of the United States (excluding Hawaii) or Canada to qualify for a standard plan, or a Citizen of the United States (excluding Hawaii) or Canada and living or temporarily residing in Mexico, Central America, the Caribbean, the Bahamas or Bermuda to qualify for an expat or extended stay plan in order to become a member. Travel MedEvac, LLC, provides the following types of geographical evacuations only, as long as you are 150 miles away from your primary residence.

From the USA, Mexico, Central America, the Caribbean, the Bahamas or Bermuda to Canada

From Mexico, Canada, Central America, the Caribbean, the Bahamas or Bermuda to the USA

From both an origination and destination within the United States and Canada.

We do NOT provide flights when both the Origination and Destination are within Mexico, Central America, the Caribbean, the Bahamas or Bermuda.

Please have the following information available for our flight coordinator so we can respond as quickly as possible to your needs.

- Your full name or the person contacting us on your behalf, plus telephone number(s) you can be reached at for continued communication.
- The name of the hospitalized member.
- The exact location of the hospitalized member.
- General details on the hospitalized member's condition.
- Primary phone number for the hospital.
- Name of the attending physician, nurses and/or medical professionals providing treatment.

Travel MedEvac, LLC will respond to any assistance you may need 365 days a year. If you have any questions, please call us at 1-888-963-4933 or 1-602-344-9225.

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## **Medical Evacuation Services**

Your enrollment in the Travel MedEvac, LLC membership plan provides you access to medical evacuation transportation arranged by Travel MedEvac, LLC according to the terms, conditions, and limitations set forth in the membership plan terms and conditions (as defined below). Your membership is not insurance. If you suffer a serious illness or injury that requires treatment when traveling and within the US (excluding Hawaii), Mexico, Canada, Central America the Caribbean, the Bahamas and Bermuda and you are more than 150 miles away from your primary residence, Travel MedEvac, LLC will provide medical evacuation transportation from hospital-to hospital to a medical facility for continued treatment, or if you are at home and you need a “specialty transport” for treatment which is not available locally but is available at a medical facility more than 150 miles away from your primary residence, and you are a US citizen or a legal US resident (excludes Hawaii residents) your membership plan provides air medical transportation using medically-equipped ground ambulance and fixed-wing aircraft, or commercial medical escort as appropriate, to a medical facility capable of providing treatment as follows:

Transport Services While Traveling. If you are hospitalized as an inpatient due to an illness or injury while traveling more than 150 miles from your primary residence, we will arrange for medical evacuation transportation to bring you to (i) a medical facility of your choice in the United States (excluding Hawaii) or Canada or (ii) if Travel MedEvac, LLC is unable to gain admission for you into the medical facility closest to your home hospital of choice, then transport would be to the nearest most appropriate medical facility in the United States (excluding Hawaii) or Canada. The sending physician, receiving physician, and our primary medical evacuation provider’s medical director must agree that the member requires continued inpatient hospitalization, meets the criteria for an air medical transport and the member is stable for such a transport to a medical facility in the United States or Canada by medical evacuation transportation. The medical evacuation transportation will not be provided until such time as we have obtained a completed medical assessment, the

transport meets other applicable terms and you have a confirmed admission to the receiving medical facility. Admission to the receiving hospital typically requires personal health insurance to be maintained and active. Repatriation from outside the United States or Canada requires proper documentation, such as a passport, visa, etc. to clear customs and is the responsibility of the member. A member and/or companion may be denied medical evacuation transportation if they are unable to provide such documentation or are denied admission to their home hospital of choice.

Medical Transport Services to Specialty Hospitals. All annual or multi-annual members who are either US citizens or legal residents of the US (excluding Hawaii) are eligible for medical evacuation transportation to Specialty Hospitals. If you are hospitalized as an inpatient at a hospital in the town of your primary residence, require admission to a specialty hospital located more than 150 miles away but within the United States and you are unable to travel without continuous medical care, we will arrange for medical evacuation transportation for you with no out-of-pocket costs to you. Any specialty hospital transport must be approved by the member's primary health insurance in advance of a specialty hospital transport. The sending physician, receiving physician, and our primary provider's medical director must agree that the transport to the specialty medical facility by medical evacuation transportation is appropriate and that you are stable for transport. The medical evacuation transportation will not be provided until such time as we have obtained a completed medical assessment and we have a confirmed admission to the receiving medical facility.

Accompanying Passenger. In the event you are provided medical evacuation transportation under the provisions of your membership, we may also arrange for transportation for accompanying passengers, subject to available space, giving priority to the medical personnel and equipment aboard for the welfare and safety of the patient. Upon request, each accompanying passenger must sign a waiver of liability with respect to both Travel MedEvac, LLC and the primary medical evacuation provider prior to accompanying the patient on the medical evacuation transportation. If space is not available or the welfare of the patient may be compromised, we will arrange and provide at no additional cost to the accompanying passenger a one-way ticket on a commercial flight to the closest commercial airport of the member's medical evacuation transport receiving hospital. If the accompanying passenger is traveling with the member, we will pay the difference in the cost to change their existing commercial return flight home. If the accompanying passenger lives in the vicinity of the hospitalized member being transported, we will arrange at no additional cost to the accompanying passenger a roundtrip ticket on a commercial flight to the member's medical transport receiving hospital transport.

Post Medical Transport Return. If a member seeks continued recovery following an extended hospital stay for a serious injury or illness and is more than 150 miles away from home, Travel MedEvac will provide transportation of the member to a medical facility for further recovery at no additional cost to the Travel MedEvac member.

Organ Transport and Retrieval. If a member requires the delivery of a major organ to a hospital more than 150 miles away from a member's home hospital or nearest hospital where the surgery will be performed, Travel MedEvac will provide at no cost to the member the transport cost for such an organ delivery. Individuals on an organ transplant list prior to

application approval of membership are not eligible for a Travel MedEvac membership. If it is more appropriate to transport the member receiving the organ to the organ donor, Travel MedEvac will provide air transportation for the member and one accompanying passenger. Restrictions may apply. There is an eight (8) month restriction period from the start date before new members qualify for organ transport and retrieval.

### **Additional Benefits Included with ALL Plans**

Mortal Remains: In the event of your death while traveling more than 150 miles from your primary residence, we will arrange and pay for the preparation and transport of your mortal remains to a location within the United States (excluding Hawaii) or Canada. We will pay for domestic/international paperwork fees, preparation of your mortal remains for transport, a suitable transport container, ground transport costs, and/or airline transport costs, plus the cost of a one-way ticket on a commercial airline for friend or companion to accompany the transport of the member's mortal remains. All additional fees and expenses related to funeral arrangement shall be the responsibility of the member's estate and/or the individual requesting the transport. We must be contacted prior to any arrangements being made. Documents required by some countries can delay transport by several days.

Children and Grandchildren Return Flight. If a member is hospitalized and suffers a serious injury or illness that results in the member being medically transported, Travel MedEvac will pay for any minor child or grandchild of the member, if the grandchildren are staying with the member (without their parents or legal guardian) at the time of the members hospitalization, to return to their home on a regularly scheduled commercial flight.

Return of Stranded Vehicle, RV, Travel Trailer or Watercraft. If a member is hospitalized and suffers a serious injury or illness that results in the member being medically transported, Travel MedEvac will pay for the return of a vehicle, RV or travel trailer to be transported over land as long as they are in good operating condition. We will also transport watercraft, either by land or sea as long as the watercraft is accessible in a port located in our service area. Travel MedEvac will pay up to \$5,000 towards the return for valid expenses incurred, including but not limited to a professional driver, or transport of member's authorized friend or family to drive the vehicle home, along with commercial air fare to the location of the vehicle, plus reasonable daily expenses for food and accommodations, fuel and other reasonable incidentals.

Member Visitor Transportation. If a member is hospitalized with a serious injury or illness more than 150 miles from home and either is too unstable to be transported medically home or chooses to recover at the local hospital to which the member was admitted away from home, Travel MedEvac will pay for a family member, companion or friend to fly round-trip via commercial air to the hospitalized member.

Return Travel Home for Expatriates. Travel MedEvac will provide commercial air return for an expatriate discharged from the hospital following an air medical transport arranged by

Travel MedEvac. This service is provided for both the member and the companion transported at the same times as the original air medical transport.

Tourist & Travel Information - Travel MedEvac will assist Members seeking tourist and travel information for a specific destination outside of their home country.

US State Department Advisory Information -Travel MedEvac will assist Members seeking information on the latest advisories and travel warnings for destinations outside of their home country.

Communication with Embassies and Consulates – Travel MedEvac will assist members seeking to communicate with government embassies and consulates outside of their home country.

Emergency Messaging Service – Travel MedEvac will assist Members who need to send emergency messages to family, friends and business associates while traveling outside of their home country.

Assistance to Replace Lost Documents/Passports/Visas – Travel MedEvac will assist members who lose travel documents, passports or visas while traveling outside of their home country.

Emergency Money Transfer - Travel MedEvac will assist members to transfer funds from a family member or friend in the event of a medical emergency while traveling outside of their home country. Foreign hospitals may require payment in full prior to any treatment or hospitalization.

Lost Baggage Assistance – Travel MedEvac will assist members with retrieval of any lost luggage while traveling outside of their home country.

Translation Services – Travel MedEvac will assist members with translation services when communicating with medical specialists outside of their home country.

Immunization, Passport, and Visa Requirement Services – Travel MedEvac will assist members who seek information regarding visa, passport and immunization requirements outside of their home country.

Travel, Health and Safety Precautions – Travel MedEvac will assist members by providing information on travel, health, and safety precautions outside of their home country.

Local Medical Referrals – Travel MedEvac will assist members by providing referrals for doctors, dentists and hospitals outside of their home country.

### **Additional Benefits Included with Five (5) Year Plan ONLY.**

Travel MedEvac members who have purchased the five (5) year membership plan will receive the following additional membership benefits:

Grandchildren Air Medical Transport - If a grandchild is hospitalized and suffers a serious injury or illness while traveling more than 150 miles from their primary residence and visiting their grandparent(s) without their parents or legal guardian(s), they will be provided air medical transport services to their home hospital. Grandchildren traveling with parents or legal guardians to visit grandparents ARE NOT ELIGIBLE and require a separate family plan membership for air medical transports.

Stranded Pet Return - Members who are transported via air medical transport back to their home hospital can choose to have the return of their pets by commercial aircraft. This includes a round-trip commercial airfare coach ticket for one person to accompany the pets during the return or the choice of a roundtrip commercial airfare coach ticket for one person to be flown from a city in the US or Canada to care for the pet while the member is hospitalized.

Ground Ambulance. If a Travel MedEvac member suffers a serious injury or illness and needs a medically necessary ground ambulance for an emergency or hospital-to-hospital transport, Travel MedEvac will reimburse member for any out-of-pocket costs not covered by other health or travel insurance coverage.

Driver Disability. If a Travel MedEvac member is the primary driver and is not hospitalized but does become medically incapacitated to an extent which prevents them from driving for more than seven days, Travel MedEvac will pay for the return of the vehicle in the same manner as someone who is hospitalized with a serious injury or illness.

## **Membership Eligibility**

Membership eligibility is limited to U.S. and Canadian Citizens and legal residents who are residing in the United States (excluding Hawaii) or Canada. Citizens from the United States (excluding Hawaii) and Canada, living as expatriates in Mexico, Central America, the Caribbean, the Bahamas and Bermuda are also eligible for expat-extended stay plans, subject to the limitations set forth under these terms and conditions. Family dependents, if enrolling, must be under the age of 19 during the membership Term, or be a full-time student at an accredited university or college under the age of 24. If over 18 and not a fulltime student at an accredited university or college, the adult dependent would require a separate individual plan membership. A membership is valid only after you have paid the applicable membership fees and approval of your membership application is fully approved and confirmed. Intentional or unintentional errors or omissions in the information provided to us may result in refusal of medical evacuation transportation, or refusal of other services provided by your membership, or cancellation of your membership.

## **Fees and Term of Membership**

The membership fees are as published on the most current Travel MedEvac, LLC membership Programs and fees term sheet on the date of your enrollment. Your membership is only transferable should a member on your plan becomes deceased. In

order to be eligible for a plan transfer, it is required that the transfer be designated by the surviving member, and a transfer application must be approved by Travel MedEvac, LLC before a transfer of membership can be completed. Membership fees are non-refundable, except for refunds due to termination of your membership by Travel MedEvac, LLC.

Your membership will be effective based on our approval of your completed enrollment application and receipt of full payment of the membership fees (the “effective date”). Depending on the type of plan you select, individual, couple/companion, family or senior plan, the term of the membership shall be noted on your membership along with the designation stipulating that the plan is either a regular travel program or expat-extended stay program, including but not limited to the following possible terms: 1-30 days, 183 days, 1-year, 3-years or 5-years from the effective date, unless earlier terminated by us. Travel MedEvac, LLC may change the rate charged to a member upon thirty (30) days’ notice to the member that is part of a group, company or association paying on a monthly basis. Memberships paid in full will not have their rate change during the term of their membership, but would be subject to any price changes and the prevailing rate at the time of membership renewal. If the member chooses not to accept the new rate changes, they must notify Travel MedEvac in writing of their intent to cancel their membership prior to the effective date of the rate change. If cancellation is made in writing or Travel MedEvac cancels the member’s membership plan due to non-payment of the new rate, the terms and conditions of the membership plan will terminate on the effective date of the rate change. We may, in our sole discretion and subject to additional membership Fees, allow the term of the membership to be extended in increments agreed upon between you and us. You will be notified by U.S. mail or electronic mail of the dates of your membership period. If you select automatic renewal on any membership plan which offers such an option, you agree to allow us to automatically process the payment one week prior to our termination date if the form of payment is with a credit that is currently active. If your membership expires, we will provide a grace period for a period of 30 days after expiration of an annual membership without termination of services at the renewal rate offered to the member in advance of the end of their term, provided that you do not suffer a serious injury or illness or are hospitalized during the grace period. If 30 days have passed since renewal, a new application will be required and will be offered at the existing published rate for new members.

We reserve the right to terminate the membership immediately and refuse services if we determine that the membership was acquired fraudulently during the application process. We will provide 30 days written notice by either U.S. Mail or electronic mail for any other cancellation, termination or non-renewal of your membership plan. If a membership is terminated or cancelled, at our discretion you may receive a prorated refund of the membership fees that have been paid based on the number of full months remaining on your membership.

### **Evacuation Arrangement Procedures, Terms, and Conditions**

You will be provided with an identification card for annual memberships, or in the event of short term membership, an electronic summary bearing your membership number. You should carry such card or summary and other forms of identification at all times to provide proof of membership if you need to contact us should you be admitted to a hospital with a serious injury or illness which may necessitate an evacuation.

All arrangements for transportation or services under your membership must be made through our toll-free number: 1-888-963-4933. You agree to promptly notify, or have your representative promptly notify us of the need for medical evacuation transportation specifying the nature of the injury or illness. Due to the nature of the services, a reasonable period of time is required to properly initiate your medical evacuation transportation, and you recognize that diligence is necessary to properly accommodate a medical emergency, meaning notice at the earliest possible moment to secure our assessment and to allow proper time to prepare the medical evacuation transportation. Failure to contact us for the medical evacuation transportation in a timely manner may result in a denial of services. Arrangements for medical evacuation transportation or travel for accompanying passenger must be made by us. Any arrangements made by member for medical evacuation services and with an alternate air ambulance company will not be reimbursed for any charges or expenses you incur without our prior, authorized, written and notarized approval.

Medical Records. To facilitate providing the services, you agree to sign an authorization permitting us and the primary medical evacuation provider to disclose or discuss your medical information with any physician, hospital, medical attendant, or others regarding your physical condition including but not limited to medical records and diagnostic images and test results. This authorization shall remain valid until such time as you or your authorized representative revokes it in writing.

You hereby authorize us and the primary medical evacuation provider to review your medical records, diagnostic images, and test results. You further authorize the primary medical evacuation provider's medical personnel to perform procedures and provide treatment as they deem necessary, both prior to and during the course of your medical evacuation transportation. We do not provide or control the provision of medical services to members. Our performance of our obligations under the Travel MedEvac, LLC membership plan terms and conditions is ministerial in nature and shall not constitute any undertaking to render medical services, to assume or guarantee the result of medical services provided to members, or to guarantee that the medical services performed by others will be rendered in accordance with generally accepted standards or procedures. The parties understand and agree that the rendering of medical services to a member and the results thereof are solely within the control of the primary medical evacuation provider's medical personnel. Travel MedEvac, LLC is not liable for any malpractice by a primary medical evacuation provider or other healthcare provider.

Your Membership is Not Insurance. Your membership is not insurance and does not pay for medical services. Your membership may provide access to a medically-equipped ground ambulance and/or fixed-wing aircraft. If you require medical evacuation transportation, and have active U.S. health insurance or Canadian Health Insurance on the date(s) of transport, you must notify us and the primary medical evacuation provider. You agree to assign to the primary medical evacuation provider, or Travel MedEvac, LLC, all of your rights, entitlements, and interests in any and all insurance policy benefits to which you are or may be entitled for medical evacuation transportation, any medical services that are performed by the primary medical evacuation provider's medical personnel during the course of your medical evacuation transportation, as well as any other insurance benefits or travel assistance services you are entitled. This assignment is irrevocable and you further warrant



and agree that the primary medical evacuation provider or Travel MedEvac, LLC may directly pursue any claims for payment of any insurance benefits from your insurance carrier or from any insurance carrier from which you are entitled to payment of monies for any of the services provided by the primary medical evacuation provider or Travel MedEvac, LLC. If member is reimbursed directly by primary insurance for a medical evacuation transportation, other insurance or travel assistance services we shall have the right to recover from the member such payments of services provided. Your membership excludes medical evacuation transportation that qualifies as a "covered" service under Medicare. Travel MedEvac, LLC does not arrange medical evacuation transportation for Medicare beneficiaries if the medical evacuation transportation is a Medicare-covered service. Any travel insurance or travel assistance services available to a member from other plans or policies that are similar to the Travel MedEvac membership services offered are primary coverage and benefits to the members. Travel MedEvac is secondary coverage when the member has coverage via other plans.

### **Membership Limitations and Exclusions**

Your membership does not apply to, and it does not provide, medical evacuation transportation for the following:

A member who has an illness or injury arising out of or caused by elective or cosmetic surgery; experimental or investigative treatment or procedures;

A member who has an illness or injury due to pregnancy, childbirth, or elective abortion; members beyond the second trimester of pregnancy are not covered for any injury or illness;

A member who requires treatment as a result of use by the member of any addictive substance not prescribed by a licensed medical professional, including but not limited to, alcohol, amphetamines, barbiturates, methadone, cannabis, cocaine, PCP, THC, LSD or narcotic drugs or other illegal substances;

A member who requires treatment or services due to suicide, attempted suicide, self-inflicted injury, including any injury or harm deliberately inflicted by the member on the member's own body, with or without suicidal intent, and regardless of underlying illness or condition; criminal acts or commissions by the member punishable as a felony or misdemeanor under any applicable local, state, or federal law;

A member who requires treatment due to acts of war, terrorism, invasion, or military duty;

A member who requires treatment due to participation in professional athletic events, motor sport, or motor racing, including training or practice for the same;

A member who requires treatment due to mountaineering where ropes or guides are normally used;

A member who requires treatment due to operating or learning to operate any aircraft, as student, pilot, or crew; air travel on any air-supported device, other than a regularly scheduled airline or air charter company;

A member who does not disclose a pre-existing medical condition at the time of enrollment.

A member who has any pre-existing medical conditions at the time of enrollment and is approved for membership will not be eligible for ninety (90) days after the membership start date for any medical evacuation services, transportation services or repatriation of mortal remains services if the reason for those membership services needed are due to the member's pre-existing conditions. After 90 days members with pre-existing conditions that are disclosed at the time of enrollment will be eligible for these membership services. A member diagnosed with or suspected of having tuberculosis or other chronic airborne pathogens, a Biosafety Class Level 3 (or higher) pathogen or infectious disease as defined and classified by the Center for Disease Control and Prevention or the National Institutes of Health.

A member weighing in excess of three hundred fifty (350) pounds or having other physical characteristics may limit the ability to place a member into the aircraft due to size limitation of a fixed wing air ambulance aircraft.

A member on or seeking placement on an organ transplant list at the time of enrollment, when the medical evacuation transportation sought is for that transplant.

A member who is hospitalized or anticipating hospitalization at the time of enrollment, when the medical evacuation transportation sought is for that hospitalization, unless otherwise specifically agreed to in writing by Travel MedEvac, LLC, in its sole discretion, in advance of a medical evacuation transportation.

A member with an infectious disease under treatment at the time of enrollment, when the medical evacuation transportation sought is for any condition related to that infectious disease.

A member with mild lesions, simple injuries such as sprains, simple fractures or mild illness that can be treated by local doctors and do not prevent the member from continuing his or her trip or returning home.

A member traveling anywhere in the world for the purpose to receive any medical care.

A member who is determined by a treating physician and/or medical director to be medically unstable for such transportation, or who leaves against medical advice and are physically able to travel on their own.

A member suffering a psychiatric or mental disorder that is not managed such that either the medical director or the member's attending physician determine that safe transport is not feasible.

Medical evacuation transportation is subject to limitations on the operation of aircraft imposed by mechanical issues, weather, regulations and restrictions imposed by the United States Federal Aviation Administration or comparable aviation administration authority of any other jurisdiction in which a medical facility or member may be located, and other

conditions beyond the control of Travel MedEvac, LLC or the primary medical evacuation provider. The primary medical evacuation provider will manage the logistics of all air medical transports, including the possibility of using an alternate medical evacuation transportation provider that is part of the primary provider's extensive worldwide network of accredited air ambulance should the need arise. Medical evacuation transportation from airports in Mexico and other countries typically are restricted or closed to private aircraft, including our primary medical evacuation provider's aircraft, from dusk until dawn which may delay an aircraft reaching a member until the following day.

Medical evacuation transportation is limited to two (2) transports per member each year, but no more than one transport in any three (3) consecutive month stretch of the Membership.

Your membership provides medical evacuation transportation only through the use of ground ambulances and aircraft assigned by us. Your membership does not reimburse or otherwise allow for transportation arranged by the member or provided through any other means (e.g., helicopter). Since your membership is a membership program and not an insurance plan, members will not be reimbursed for expenses they incur on their own including but not limited to hospital bills.

Both the sending and receiving medical facility must be reasonably accessible by ground ambulance to transport the member to and from an airfield capable of accommodating medical aircraft transportation assigned by us. Air medical transport from remote areas or islands to a location with an airfield accessible to our primary provider's medical aircraft is not provided. Costs of evacuation from these remote areas to a location where we can provide service are the responsibility of the member.

Due to limited medical and laboratory facilities on cruise ships, if a member becomes ill or injured on a cruise ship, in all cases we will require a member to be admitted to a medical Facility on-shore for a thorough medical assessment before scheduling Medical evacuation transportation to another medical facility.

U.S. registered aircraft and personnel cannot be sent into countries where the U.S. State Department has issued travel restrictions, or to areas where civil aviation has been suspended or restricted, such as the result of a natural disaster or civil unrest. Your membership is subject to exclusion in these areas, as well as for any medical evacuation transportation that would be in violation of any Federal Aviation Administration rules or regulations or Presidential orders restricting air travel.

The patient and an accompanying passenger(s) are limited to one small carry-on bag each or less due to limited space available on medical aircraft. We will assist in arranging for additional luggage to be forwarded subject to a \$500 maximum per event.

### **Additional Disclaimer and Limitations on Liability**

The member acknowledges that medical evacuation transportation is arranged through our primary medical evacuation provider and, although the ground ambulance and aircraft is equipped with personnel and equipment to sustain and preserve the life of a patient while in transit, a member's condition may deteriorate during the transport to the point of death or

irreparable harm. The member understands and assumes this risk, and therefore agrees that Travel MedEvac, LLC and our primary medical evacuation provider or other outside contractors, including their shareholders, officers, members, managers, employees, agents, affiliates, distributors, predecessors, successors, and assigns, shall not be responsible to any person, including but not limited to the member or the member's estate, survivors, agents, assigns, or representatives, for the member's death or deterioration of the member's condition.

Travel MedEvac, LLC and its members, managers, employees, agents, affiliates, successors, and assigns shall not be liable for any harm or damages relating to or resulting from services provided by our primary medical evacuation provider or other outside contractors. Neither Travel MedEvac, LLC nor its members, managers, employees, agents, affiliates, distributors, successors, or assigns shall be liable to any person for the death, disability, or injury of the member or any other person accompanying the member unless the injury is determined by a court to be solely caused by the gross negligence or willful misconduct of Travel MedEvac, LLC. We shall not be liable for delay or failure to perform under the membership if such delay or failure is caused by the unavailability of a ground ambulance or aircraft, mechanical failure, acts of god, fire, flood, strike, labor dispute, riot, insurrection, war, or any other cause beyond the control of Travel MedEvac, LLC or our primary medical evacuation provider, the primary medical evacuation provider's extensive network of highly accredited worldwide medical evacuation providers, or other outside contractors.

Except as otherwise set forth in this plan, the membership is provided on an "as is" and "as available" basis. Travel MedEvac, LLC and its members, managers, employees, agents, affiliates, distributors, successors, and assigns expressly disclaim all warranties of any kind, whether express or implied. The member, individually and on behalf of the member's estate, and the member's survivors, agents, assigns, and representatives, expressly understand and agree that Travel MedEvac, LLC and its members, managers, employees, agents, affiliates, distributors, successors, and assigns shall not be liable to the member or the member's estate, survivors, agents, representatives, or assigns, or the general public, for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages relating to or arising out of the membership or the services to be provided hereunder. The total liability of Travel MedEvac, LLC and its members, managers, employees, agents, affiliates, distributors, successors, and assigns relating to or arising out of the membership or the services provided hereunder shall not exceed the amount equal to the membership fees paid to date during the current term of your membership.

Medical evacuation transportation made pursuant to the membership is subject to rules and limitations of certain international treaties governing international air travel, including but not limited to the Warsaw convention and/or the Montreal convention, which limit the liability of air carriers with respect to death or injury of passengers, for loss or destruction of baggage, or for delay.

The membership plan terms and conditions as defined constitute the entire agreement between Travel MedEvac, LLC and the member. We reserve the right to change the terms and conditions or amend the our membership plan terms and conditions at any time upon written notice to you via email and/or letter by postal service, and you shall be provided thirty

(30) calendar days from the date of such notice to cancel your membership, in writing, if such revised terms are unacceptable to you. The interpretation and application of the rules and regulations communicated in the membership plan terms and conditions, as well as any subsequent changes or amendments, are within the sole discretion of Travel MedEvac, LLC. If any provision is declared void or unenforceable, that provision is severable and the remainder of the membership plan terms and conditions shall remain in full force and effect. The membership plan terms and conditions shall be construed in accordance with the laws of the State of Arizona, without regard to conflicts of law principles. Venue for any action or other legal proceeding brought in connection with your membership shall lie exclusively in the federal or state courts located in Coconino County, Arizona. All legal actions arising under or relating to the membership plan terms and conditions, including any services provided or arranged by Travel MedEvac, LLC for you under your membership, shall be barred unless written notice thereof is received by us within six (6) months from the date of event giving rise to such legal action. You further agree to waive the right to trial by jury in any action arising out of or relating to your membership or any services provided or arranged by Travel MedEvac, LLC for you under your membership. Your membership cannot be transferred or assigned by you, and any attempted transfer or assignment shall be null and void.

Travel MedEvac, LLC, in its sole discretion, may monitor or electronically record communications between its employees or designated representatives and you in connection with your membership. By enrolling as a member, you specifically authorize communications involving you and to which you are a party to be recorded and utilized by us for quality control or other purposes.

## **Definitions**

**“Accompanying Passenger”** means the member’s companion, spouse, child/dependent, or other person(s) designated by the member to travel with the member in connection with the medical evacuation transportation.

**“Couples-Companion”** means a membership plan that includes one (1) adult individual and one (1) additional person whom meet the Eligibility requirements.

**“Daily”** means a short term membership plan for those who travel for a specified number of days during the term of their plan per the Eligibility requirements. Excludes transport due to pre-existing conditions.

**“Enrollment Application”** means the Travel MedEvac, LLC enrollment application that you submit to us for purposes of applying for enrollment.

**“Expat”** means a membership plan for those who travel more than 183 consecutive days away from their primary residence or as an expatriate living outside the United States or Canada for more than 183 consecutive days during the term of their membership per the Eligibility requirements.

**“Extended Stay”** means a membership plan for those who travel more than 90 consecutive days and up to 183 consecutive days away from their primary residence or as

an expatriate living outside the United States or Canada for more than 90 consecutive days and up to 183 consecutive days during the term of their membership per the Eligibility requirements.

**“Family”** means at least one (1) adult who is a parent or legal guardian and up to one (1) additional parent or legal guardian, plus up to five (5) dependents 18 years of age or younger living in their parent or legal guardian’s primary residence, or a full-time student at an accredited university or college under the age of 24 years old whom meet the member eligibility requirements.

**“Individual”** means a membership plan for a single individual who is a minimum of 18 years of age who meets the Eligibility requirements.

**“Medical Facility”** means an institution licensed and operating according to the laws pertaining to hospitals, which provides for the diagnosis and treatment of injury, sickness, or other medical conditions by or under the supervision of physicians on an inpatient basis with continuous twenty-four (24) hour nursing services. Unless specifically approved in writing by us in advance of, and in connection with, a medical evacuation transportation, medical facility does not include a member’s home or physical rehabilitation centers, skilled nursing centers, or hospice settings, even if they are otherwise contained within a hospital.

**“Medical Evacuation Transportation”** means travel and limited life-sustaining medical services by ground ambulance from the sending medical facility where you are located to the nearest suitable airport, then by fixed-wing, medically-equipped aircraft assigned by us to a suitable airport within the United States (excluding Hawaii) or Canada nearest the receiving medical facility that has approved your admission in advance of the medical evacuation transportation, then by ground ambulance to the receiving medical facility within the United States (excluding Hawaii) or Canada that has approved your admission in advance of the medical evacuation transportation. Medical evacuation transportation is subject to the terms set forth in this agreement. At our discretion and when appropriate, with no additional cost to you, we may arrange a commercial medical escort (CME) in lieu of medical evacuation transportation, from the sending medical facility to the receiving medical facility within the United States (excluding Hawaii) or Canada, that has approved your admission in advance of the CME. The CME is subject to all relevant restrictions and requirements applicable to your membership, including those specifically set forth in these membership plan terms and conditions that pertain to medical evacuation transportation.

**“Medical Director”** means a licensed physician employed by or contracted with a primary medical evacuation provider to serve in a medical and administrative capacity as the head of the medical personnel employed by or contracted with the primary medical evacuation provider.

**“Medical Assessment”** means an assessment of a patient’s medical condition by our primary medical evacuation provider’s medical director in collaboration with the attending physician. Travel MedEvac, LLC, or the primary medical evacuation provider, will utilize the assessment to determine at its sole discretion whether a member is fit to fly; the most appropriate means to provide medical evacuation; the medical personnel who will be accompanying the patient on the transport; and to confirm the medical facility closest to

one's home can meet their medical needs. If the patient's medical facility of choice is unable to provide the high level of medical care required by the patient, arrangements will be made to transport the patient to the appropriate medical facility closest to their home, or closest to patient's preferred medical facility in the US (excluding Hawaii) and Canada."

**"Member" or "Members"** means the individuals listed on the Travel MedEvac, LLC enrollment application, whose Travel MedEvac, LLC enrollment application has been accepted and approved by us and who have fully paid the applicable membership fees. The member is alternatively referred to herein as "you," "your," or the "patient."

**"Membership" or "Membership Plan"** means the member's approved Travel MedEvac, LLC enrollment application including applicable membership fees), the Travel MedEvac, LLC membership plan terms and conditions, as amended from time to time by us and the terms published on the most current Travel MedEvac, LLC membership programs and fees term sheet on the date of your enrollment.

**"Membership Fees"** means the fees Travel MedEvac, LLC charges you for your membership.

**"Mexico Daily"** means a short term membership plan for those who travel by automobile or RV for a specified number of days in Mexico only during the term of their plan per the Eligibility requirements. Excludes transport due to pre-existing conditions.

**"Physician"** means a doctor of Medicine (M.D.) or doctor of Osteopathy (D.O.), who is licensed in the jurisdiction where either the sending or receiving medical facility is located, and who is not the member's spouse/same-sex domestic partner or the child, brother, sister, parent, or grandparent of the member or the member's spouse/same-sex domestic partner.

**"Pre-Existing Medical Condition"** means any physical or mental condition that was present before the effective date for which the member was hospitalized during the six (6) month period prior to the effective date, and/or for which the member sought or received medical or psychological advice, diagnosis, a treatment plan, prescriptions, or care during the (3) months prior to the effective date. Pre-existing medical condition specifically includes, by way of example and not by way of limitation, treatment for mental illness or disease, infectious disease, conditions for which the member was hospitalized at the time of enrollment, or conditions requiring an organ transplant for which the member is on an organ recipient list at the time of enrollment.

**"Primary Medical Evacuation Provider"** means a licensed direct air carrier and/or ground ambulance company selected by us to provide your medical evacuation transportation.

**"Primary Residence"** means the member's address provided on the Travel MedEvac, LLC enrollment application, which must be located within the United States (excluding Hawaii) or Canada. You may change your address on record to another location within the United States (excluding Hawaii) or Canada by providing written notice to us by certified mail, return receipt requested, or by logging into your account on our [www.travelmedevac.com](http://www.travelmedevac.com) web-site and electronically updating your address there. Change of primary residence must be received by us prior to any injury, illness, or other incident which may activate the provision

of services. If you are an expat-extended stay member, the 150 miles from your primary residence requirement is waived when residing outside your home country.

**“Suitable Airport”** means such location, construction, and facilities to safely accommodate the landing, ground services, maintenance requirements, and take-off of the fixed-wing aircraft assigned by Travel MedEvac, LLC.

**“Travel MedEvac, LLC”** means Travel MedEvac, LLC and its affiliates, successors, and assign Travel Med Evac, LLC is alternatively referred to herein as “we,” “us,” or “our”

**“Travel MedEvac, LLC Membership Plan Terms and Conditions”** includes this agreement, your approved Travel MedEvac, LLC enrollment application, and the terms published on the most current Travel MedEvac, LLC membership programs and fees term sheet on the date of your enrollment.

#### Electronic Signature

You represent and warrant that you have the legal right, power, and authority to agree to the terms of the membership plan terms and conditions on behalf of yourself, your dependent(s), and any other individual or entity on whose behalf you are acting. You further agree that your action of clicking the “I Agree” checkbox constitutes an electronic signature as defined by the Electronic Signatures in Global and National Commerce Act (“E-Sign”) and the Uniform Electronic Transactions Act (“UETA”); that you have executed, entered into, accepted the terms of, and otherwise authenticated the membership plan terms and conditions; and that you acknowledge and agree that the membership plan terms and conditions are an electronic record for purposes of E-Sign, UETA, and the Uniform Computer Information Transactions Act (“UCITA”) and, as such, are completely valid, have legal effect, are enforceable, and are binding on, and non-refutable by, you, your dependent(s), and any other individual or entity on whose behalf you are acting.

#### **Mailing Address:**

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Phoenix, Arizona USA 85050

#### **Phone Numbers**

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#### **Email**

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