



Nationwide®

Allied Property Casualty Insurance Company
One Nationwide Plaza
Columbus OH 43215

This Policy describes all of the travel insurance benefits, underwritten by Allied Property Casualty Insurance Company and herein referred to as the Company. Please refer to the accompanying Confirmation of Coverage as it provides You with specific information about the program You purchased. Please contact the Plan Administrator immediately if You believe that the Confirmation of Coverage is incorrect.

This Policy is issued in consideration of the enrollment form and payment of any premium due. All statements in the enrollment forms are representations and not warranties. Only statements contained in a written enrollment form will be used to void insurance, reduce benefits or defend a claim.

NO DIVIDENDS WILL BE PAYABLE UNDER THIS POLICY.

The President and Secretary of Allied Property Casualty Insurance Company witness this Policy.

President

Secretary

TRAVEL PROTECTION POLICY

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GENERAL DEFINITIONS

Accident means a sudden, unexpected, unusual, specific event that occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which You are traveling.

Accidental Injury means Bodily Injury caused by an accident (of external origin) being the direct and independent cause in the loss.

Bodily Injury means identifiable physical injury which: is caused by an Accident and is independent of disease or bodily infirmity.

Common Carrier means any land, sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire.

Company means Allied Property Casualty Insurance Company.

Covered Expenses shall mean expenses incurred by You which are for medically necessary services, supplies, care, or treatment; due to Illness or Injury; prescribed, performed or ordered by a Physician; reasonable and customary charges; incurred while insured under this Policy; and which do not exceed the maximum limits shown in the Confirmation of Coverage, under each stated benefit.

Dependent Child(ren) means Your child (or children), including an unmarried child, stepchild, legally adopted child or foster child who is: (1) less than age 19 and primarily dependent on the Insured for support and maintenance; or (2) who is at least age 19 but less than age 26.

Economy Fare means the lowest published rate for a round trip economy ticket.

Effective Date means 12:01 A.M. local time, at the location of the Insured, on the day the required premium for such coverage is received by the Company or its authorized representative.

Family Member means Your legal or common law spouse, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

Hospital means a facility that:

- (a) holds a valid license if it is required by the law;
- (b) operates primarily for the care and treatment of sick or injured persons as in-patients;
- (c) has a staff of one or more Physicians available at all times;
- (d) provides 24 hour nursing service and has at least one registered professional nurse on duty or call;
- (e) has organized diagnostic and surgical facilities, either on the premises or in facilities available to the hospital on a pre-arranged basis; and
- (f) is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or similar institution.

Individual Coverage Term means the period of time beginning when You have been enrolled for coverage under this Policy and for whom the required premium has been paid.

Insured means the person who has enrolled for and paid for coverage under this Policy.

Loss means injury or damage sustained by You in consequence of happening of one or more of the occurrences against which the Company has undertaken to indemnify You.

Maximum Benefit means the largest total amount of Covered Expenses that the Company will pay for Your covered losses.

Medically Necessary means a service or supply which: (a) is recommended by the attending Physician; (b) is appropriate and consistent with the diagnosis in accord with accepted standards of community practice; (c) could not have been omitted without adversely affecting an Insured's condition or quality of medical care; (d) is delivered at the most

appropriate level of care and not primarily for the sake of convenience; and (e) is not considered experimental unless coverage for experimental services or supplies is required by law.

Physician means a licensed practitioner of medical, surgical or dental services acting within the scope of his/her license. The treating Physician may not be You, a Traveling Companion or a Family Member.

Scheduled Departure Date means the date on which You are originally scheduled to leave on the Trip.

Scheduled Return Date means the date on which You are originally scheduled to return to the point of origin or to a different final destination.

Sickness means an illness or disease of the body which: 1) requires a physical examination and medical treatment by a Physician and 2) commences while the Insured's coverage is in effect.

Traveling Companion means a person or persons with whom the Insured has coordinated travel arrangements and intends to travel with during the Trip. Note, a group or tour leader is not considered a Traveling Companion unless You are sharing room accommodations with the group or tour leader.

Travel Arrangements means: (a) transportation; (b) accommodations; and (c) other specified services arranged by the Travel Supplier for the Covered Trip.

Travel Supplier means tour operator, Cruise line, airline, hotel, etc. who has made the land and/or sea arrangements.

Trip means the date of travel shown on Your Confirmation of Coverage for which You purchased this plan.

You or Your refers to all persons listed on the Confirmation of Coverage under the program purchased by the Insured.

GENERAL PROVISIONS

The following provisions apply to all coverages:

WHEN AN INSURED'S COVERAGE BEGINS – Provided:

- (a) coverage has been elected; and
- (b) the required premium has been paid.

All coverage will begin at 12:01 A.M. local time, at the location of the Insured, on the Scheduled Departure Date.

WHEN YOUR COVERAGE ENDS – Your coverage will end at 11:59 local time on the date that is the earliest of the following:

- (a) the date the Policy is terminated, unless You purchased insurance prior to the date of termination. If insurance was purchased prior to the date of termination, insurance will continue to the end of the Individual Coverage Term;
- (b) the Scheduled Return Date as stated on the travel tickets;
- (c) the date You return to Your origination point if prior to the Scheduled Return Date;
- (d) the date You leave or change Your Covered Trip (unless due to unforeseen and unavoidable circumstances covered by the Policy);
- (e) When You are less than 150 miles from Your primary residence.

ARBITRATION - Notwithstanding anything in the Policy to the contrary, any claim arising out of or relating to this contract, or its breach, may be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial rules except to the extent provided otherwise in this clause. Judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction thereof. Any arbitration will be by mutual agreement by all parties. All fees and expenses of the arbitration shall be borne by the parties equally.

However, each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The arbitrators are precluded from awarding punitive, treble or exemplary damages, however so denominated. If more than one Insured is involved in the same dispute arising out of the same Policy and relating to the same loss or claim, all such Insureds will constitute and act as one party for the purposes of the arbitration. Nothing in this clause will be construed to impair the rights of the Insureds to assert several, rather than joint, claims or defenses.

LEGAL ACTIONS - No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives proof of loss. No legal action for a claim can be brought against the Company more than two (2) years after the time required for giving proof of loss.

CONTROLLING LAW - Any part of this Policy that conflicts with the state law where this Policy is issued is changed to meet the minimum requirements of that law.

SUBROGATION - To the extent the Company pays for a loss suffered by You, the Company will take over the rights and remedies You had relating to the loss. This is known as subrogation. You must help the Company to preserve its rights against those responsible for the loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over Your rights, You must sign an appropriate subrogation form supplied by the Company.

The following provisions will apply to Emergency Evacuation and Repatriation of Remains:

NOTICE OF CLAIM - Written notice of claim must be given by the claimant (either You or someone acting for You) to the Company or its designated representative within twenty (20) days after a covered loss first begins or as soon as reasonably possible. Notice should include Your name, the Travel Supplier's name and this Policy number. Notice should be sent to the Company's administrative office, at the address shown on the cover page of this Policy, or to the Company's designated representative.

PHYSICAL EXAMINATION AND AUTOPSY - The Company, or its designated representative, at their own expense, have the right to have You examined as often as reasonable necessary while a claim is pending. The Company, or its designated representative, also has the right to have an autopsy made unless prohibited by law.

EMERGENCY EVACUATION

The Company will pay benefits for Covered Expenses incurred, up to the maximum shown on the Confirmation of Coverage, if an Accidental Injury or Sickness commencing during the course of the Trip results in the necessary Emergency Evacuation of You. An Emergency Evacuation must be ordered by a Physician who certifies that the severity of Your Accidental Injury or Sickness warrants Your Emergency Evacuation.

Emergency Evacuation means:

- (a) Your medical condition warrants immediate transportation from the place where You are injured or sick to the nearest Hospital or Hospital of Your choice where appropriate medical treatment can be obtained;
- (b) after being treated at a local Hospital, Your medical condition warrants transportation to where the Insured resides, to obtain further medical treatment or to recover; or
- (c) both (a) and (b), above.

Covered Expenses are reasonable and customary expenses for necessary transportation, related medical services and medical supplies incurred in connection with the Emergency Evacuation of the Insured. All transportation arrangements made for evacuating You must be by the most direct and economical route possible. Expenses for transportation must be:

- (a) recommended by the attending Physician;
- (b) required by the standard regulations of the conveyance transporting You; and
- (c) authorized in advance by the Company or its authorized representative.

Transportation of Traveling Companion or Dependent Children: If You are in the Hospital for more than two (2) days following a covered Emergency Evacuation, the Company will return Your Traveling Companion and/or unattended Dependent Children accompanying You on the scheduled Trip, to their home.

Transportation to Join You: If You are traveling alone and are in a Hospital alone for more than seven (7) consecutive days or if the attending Physician certifies that due to Your Injury or Sickness, You will be required to stay in the Hospital for more than seven (7) consecutive days, upon request the Company will bring a person, chosen by You, for a single visit to and from Your bedside, provided that repatriation is not imminent.

If You suffer an Injury or Sickness while on the Covered Trip, which results in hospitalization and the attending Physician advises You against driving Your vehicle home, the Company will pay the charges imposed to return the unattended vehicle to Your primary residence. This coverage is only afforded to non-commercial vehicles.

Transportation services are provided if authorized in advance by the assistance provider, and are limited to necessary economy fares less the value of applied credit from unused travel tickets, if applicable.

Transportation means any Common Carrier, or other land, water or air conveyance, required for an Emergency Evacuation and includes air ambulances, land ambulances and private motor vehicles.

The Company will not cover any expenses provided by another party at no cost to the Insured or already included within the cost of the Trip.

REPATRIATION OF REMAINS

The Company will pay the reasonable Covered Expenses incurred to return Your body to Your primary residence if You die during the Trip. This will not exceed the maximum shown on the Confirmation of Coverage.

Covered Expenses include, but are not limited to, expenses for embalming, cremation, casket for transport and transportation.

LIMITATIONS AND EXCLUSIONS

The following exclusions apply to Emergency Evacuation and Repatriation of Remains:

Loss caused by or resulting from:

1. suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane;
2. intentionally self-inflicted injuries;
3. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;
4. participation in any military maneuver or training exercise;
5. piloting or learning to pilot or acting as a member of the crew of any aircraft;
6. mental or emotional disorders, unless Hospitalized;
7. participation as a professional in athletics;
8. being under the influence of drugs or intoxicants, unless prescribed by a Physician;
9. commission or the attempt to commit a criminal act;
10. traveling for the purpose of securing medical treatment;
11. services not shown as covered;
12. directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;
13. care or treatment that is not medically necessary;
14. Injury or Sickness when traveling against the advice of a Physician.

NATIONWIDE PRIVACY STATEMENT

FACTS	WHAT DOES NATIONWIDE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number, government issued identification, and contact information • Policy, account, and contract information • Credit reports and other consumer reports
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Nationwide chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Nationwide share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For non affiliates to market to you	Yes	Yes

To limit our sharing	<ul style="list-style-type: none"> • Call us toll free at 1-866-280-1809 and our menu will prompt you through your choices. • If you have previously opted out, your preference remains on file and you do not need to opt out again. • Please have your account or policy number handy when you call. <p>Please note: If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
Questions?	1-800-753-1000

Who we are	
Who is providing this notice?	Nationwide Mutual Insurance Company
What we do	
How does Nationwide protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer safeguards and secured files and buildings. We limit access to your information to those who need it to do their job.
How does Nationwide collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> • Apply for insurance • Make a payment or file a claim • Conduct business with us We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?	Federal and state law gives you the right to limit only: <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes—information about your creditworthiness; • Affiliates from using your information to market to you; and • Sharing for non affiliates to market to you. State laws and individual companies may give you additional rights to limit sharing. See below for more information.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. These companies include Nationwide Life Insurance Company, Nationwide Bank, and Nationwide Property and Casualty Insurance Company. Visit nationwide.com for a list of affiliated companies.
Non affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
Other important information	
<p>California Residents: We currently do not share information we collect about you with affiliated or nonaffiliated companies for their marketing purposes. Therefore, you do not need to opt out.</p>	
<p>Nevada Residents: You may request to be placed on our internal Do Not Call list. Send an email with your phone number to privacy@nationwide.com. You may request a copy of our telemarketing practices. For more on this Nevada law, contact Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: 1-702-486-3132; email: BCPINFO@ag.state.nv.us.</p>	
<p>Vermont Residents: For Vermont customers only. We will not share your personal information for marketing purposes with the Nationwide family of companies or third parties without your authorization, except as permitted by law.</p>	
<p>AZ, CA, CT, GA, IL, ME, MA, MT, NV, NJ, NM, NC, ND, OH, OR, and VA Residents: When we refer to "Information" we mean information we collect during an insurance transaction (not including medical record information). We will not use your medical information for marketing purposes without your consent. We share personal information with non-affiliates without your prior authorization as permitted or required by law. They may use it to investigate fraud, respond to court orders, and conduct actuarial studies. We share it with insurance regulatory authorities and law enforcement. We share it with consumer reporting agencies. They may retain it or disclose it to other companies with which you do business. These other companies use and disclose it to others as permitted by law. We obtain reports prepared by an insurance-support organization. The insurance-support organization keeps copies and discloses them to others. You have a right to access and correct your Information as described below.</p>	
<p>Accessing your information You can ask us for a copy of your personal information. Please send your request to the address below and have your signature notarized. This is for your protection so we may prove your identity. Please include your name, address, and policy number. You can change your personal information at Nationwide.com or by calling your agent. We can't change information that other companies, like credit agencies, provide to us. You'll need to ask them to change it.</p>	
<p style="text-align: center;">Co-ordinated Benefit Plans Attn: Privacy Officer P.O. Box 26222 Tampa, FL 33623</p>	

Travel assistance services are provided by an independent organization and not by the Company. There may be times when circumstances beyond Travel MedEvac's control hinder their endeavors to provide travel assistance services. They will, however, make all reasonable efforts to provide travel assistance services and help you resolve your emergency situation.



Assistance Services

This document provides details on Assistance Services provided and does not amend, alter or extend the coverage afforded by the insurance certificate. Electronic summary and digital documents and/or custom links have been provided to the plan holder. Although not required to carry for services, we do recommend you carry your conformation summary and other forms of identification at all times for convenience should you need to contact us if you are admitted to a hospital with a serious or critical injury or illness which may necessitate an evacuation.

Customer Service

If you have questions about the services provided, you can view many of the frequently asked questions by visiting our website www.travelmedevac.com to review the full description of the Plan or contact the agent or representative who sold you the plan, or call Travel MedEvac Customer Service at the following:

Customer Service Contact

Email: info@travelmedevac.com

Phone: 1-888-963-4933

Outside the USA or Canada Dial:

1-602-344-9225

24/7 Emergency Medical Transport Service

If you are hospitalized with a serious or critical injury or illness, please call us at the following:

1-888-963-4933

Outside the USA or Canada Dial:

1-602-344-9225

Press "2" at the Prompt

Whether you are the insured or calling on behalf of the insured, please have the following information available.

- Full Name of Insured Patient
- Current Condition of Insured Patient
- Name of the Hospital and Location
- Hospital Phone Number(s)
- Name of Physician(s)/Hospital Administrator
- Policy Number

Assistance Services Are Provided Through Travel MedEvac and Its Assistance Providers and Partners

ASSISTANCE SERVICES WHEN HOSPITALIZED

The following details on steps you should take if you are hospitalized with a serious or critical condition more than 150 miles away from your home.

If you, a family member or companion has an emergency, please have medical treatment sought at the local hospital immediately. If admitted to the hospital for a serious or critical injury or illness, please call us and you will be connected with our Primary Medical Evacuation Provider and a 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, your family or companion along with the attending Physician(s) and medical facility personnel to determine if you qualify for an evacuation and whether the evacuation is to be carried out via a commercial aircraft or a private, medically equipped aircraft. A Medical Assessment, Medical Records and other information regarding your health condition will be needed prior to a medical evacuation being arranged.

MEDICAL EVACUATION ARRANGEMENTS

Your enrollment in the Plan provides you access to medical evacuation transportation arranged by Travel MedEvac and our Primary Medical Evacuation Provider according to the terms, conditions, and limitations set forth in the certificate of insurance.

All arrangements for transportation or assistance services under your plan must be made through Travel MedEvac and its Primary Medical Evacuation Provider using only highly accredited EURAMI or CAMTS certified air ambulance companies within our extensive network of providers. Any arrangements made by Plan holder for medical evacuation services 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.

You agree to promptly notify, or have your representative promptly notify us for medical evacuation transportation if you believe it may be needed, 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 a medical evacuation transportation, and you recognize that diligence is necessary to properly accommodate a medical emergency. You agree to provide notice at the earliest possible moment so we can secure a comprehensive medical 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 or delay of services.

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, the Primary Medical Evacuation Provider and their network of air ambulance companies and any medical personnel or medical facility involved in the medical transport process 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 plan holders. Our performance of our obligations under the Travel MedEvac's plan assistance services 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 plan holders, 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 plan holder and the results thereof are solely within the control of the Primary Medical Evacuation Provider's medical personnel. Travel MedEvac is not liable for any malpractice by the Primary Medical Evacuation Provider and their network of air ambulance companies, or other healthcare providers.

GENERAL EXCLUSIONS AND LIMITATIONS ON ASSISTANCE SERVICES

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 plan holder may be located, and other conditions beyond the control of Travel MedEvac 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 plan holder until the following day.

Your plan provides medical evacuation transportation only through the use of ground ambulances and aircraft assigned by us. Your plan does not reimburse or otherwise allow for transportation arranged by the plan holder or provided through any other means (e.g., helicopter). Since your plan requires you to arrange any medical transports or services through us, plan holders 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 plan holder 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 plan holder.

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

ADDITIONAL DISCLAIMER AND LIMITATIONS ON LIABILITY

The plan holder acknowledges that medical evacuation transportation is arranged through our Primary Medical Evacuation Provider and their extensive network of air ambulance companies, 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 plan holder's condition may deteriorate during the transport to the point of death or irreparable harm. The plan holder understands and assumes this risk, and therefore agrees that Travel MedEvac, plan underwriter Nationwide Insurance and our Primary Medical Evacuation Provider or other outside contractors, including their shareholders, officers, managers, employees, agents, affiliates, distributors, predecessors, successors, and assigns, shall not be responsible to any person, including but not limited to the plan holder or the plan holder's estate, survivors, agents, assigns, or representatives, for the plan holder's death or deterioration of the plan holder's condition.

Travel MedEvac and its underwriters, 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 nor its underwriters, managers, employees, agents, affiliates, distributors, successors, or assigns shall be liable to any person for the death, disability, or injury of the plan holder or any other person accompanying the plan holder unless the injury is determined by a court to be solely caused by the gross negligence or willful misconduct of Travel MedEvac. We shall not be liable for delay or failure to perform under the plan 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 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.

GENERAL PROVISIONS

Except as otherwise set forth in this certificate of insurance, the assistance provided is provided on an “as is” and “as available” basis. Travel MedEvac and its managers, employees, agents, affiliates, distributors, successors, and assigns expressly disclaim all warranties of any kind, whether express or implied. The plan holder, individually and on behalf of the plan holder’s estate, and the plan holder’s survivors, agents, assigns, and representatives, expressly understand and agree that Travel MedEvac and its plan holders, managers, employees, agents, affiliates, distributors, successors, and assigns shall not be liable to the plan holder or the plan holder’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 plan or the services to be provided hereunder. The total liability of Travel MedEvac and its plan holders, managers, employees, agents, affiliates, distributors, successors, and assigns relating to or arising out of the plan or the services provided hereunder shall not exceed the amount equal to the plan and policy fees paid to date during the current term of your plan. Medical evacuation transportation made pursuant to the plan 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 plan assistance services as defined constitute a summary of the agreement between Travel MedEvac and the plan holder. All legal actions arising under or relating to the assistance services provided or arranged by Travel MedEvac for you under your plan, shall be barred unless written notice thereof is received by us within one (1) years from the date of the services provided.

You further agree to waive the right to trial by jury in any action arising out of or relating to any assistance services provided or arranged by Travel MedEvac and its Primary Medical Evacuation Provider for you under your plan. Your plan cannot be transferred or assigned by you, and any attempted transfer or assignment shall be null and void.

Travel MedEvac, in its sole discretion, may monitor or electronically record communications between its employees or designated representatives and you in connection with your plan. By enrolling as a plan holder, 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.

GENERAL DEFINITIONS

“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 plan holder 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 or Canada.

“Plan Holder” or “Plan Holders” means the individuals listed on the Travel MedEvac enrollment application, whose Travel MedEvac enrollment application has been accepted and approved by us and who have fully paid the applicable plan fees. The Plan Holder is alternatively referred to as “you,” “your,” or the “patient.”

“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 plan holder’s spouse/same-sex domestic partner or the child, brother, sister, parent, or grandparent of the plan holder or the plan holder’s spouse/same-sex domestic partner.

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

“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.

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

“Travel MedEvac Plan Terms and Conditions” includes this agreement, your approved Travel MedEvac enrollment application, and the terms published on the most current Travel MedEvac plan programs, premiums and term sheets on the date of your enrollment.

PLAN TYPE DEFINITIONS

“Daily” means a plan designed for those traveling for single trips ninety (90) days or less in length.

“Mexico Only” means a plan designed for those who only seek travel when in Mexico during the term of their plan per the eligibility requirements.

“Senior (Sr.)” means a plan with one or more plan holders between the age of seventy-five (75) and eighty-four (84) who meet the eligibility requirements.

ELECTRONIC SIGNATURE

You represent and warrant that you have the legal right, power, and authority to agree to the terms of the 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 plan terms and conditions; and that you acknowledge and agree that the 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.

FEES AND TERM OF PLAN

The plan fees, premium, cost are as published on the most current Travel MedEvac plan programs and fees term sheet on the date of your enrollment. Your plan is not transferable should a plan holder on your plan become deceased. Plan fees are non-refundable, except for refunds due to termination of your plan by Travel MedEvac or if a request is made within thirty (30) days of enrollment confirmation and/or prior to leaving on your trip and prior to the Plan start date. Your Plan payment (less any policy fees charged) will be fully refunded provided you have not incurred a covered expense or filed a claim. When payment is returned, all the Plan documents are void from the beginning.

CONTACT – GENERAL INFORMATION

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