



MEDICAL TOURISM
POLICY WORDING FOR
TRAVEL
MEDEVAC

COVER NOTE

Client Name	Travel MedEvac
Insurer	GBG Insurance Limited
Law & Jurisdiction	This insurance shall be governed by the Laws of the Bailiwick of Guernsey and subject to the exclusive Jurisdiction of the courts of the Bailiwick of Guernsey.
Product	TravelCare Series
Area of Coverage	Worldwide
Policy Number	To be provided by Travel MedEvac
Policy Period	From: 01 June 2018 To: 31 May 2019 Both days inclusive, any time zone
Policy Currency	US Dollar
Premium	As shown in the separate attached rate sheet.

Special Terms of Conditions/Riders

- This policy will be issued through the International Benefit Trust, owned and operated by GBG.
- Insurer reserves the right to change the terms of coverage or rates with 90 days written notice.
- Evacuation cases exceeding USD 5,000 must be coordinated with and approved by GBG Assist prior to transportation.

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SCHEDULE OF BENEFITS

All Coverages and Plan Costs listed in this Schedule of Benefits are in U.S. Dollar amounts per person and per trip. Plan benefits are paid at UCR –Usual, Customary and Reasonable.

Primary Cover	
Emergency Medical Evacuation	USD 500,000 per Trip
Other Benefits	
Repatriation of Mortal Remains	USD 50,000 per Trip

GENERAL TERMS OF COVER

1. The Policyholder is the International Benefit Trust.
2. **Insurer**, the Second party, GBG Insurance Limited, hereinafter shall be referred to, sometimes collectively, as "We" "Us", or "Company".
3. WHEN YOUR COVERAGE BEGINS - Provided:
 - (a) coverage has been elected; and
 - (b) the required premium has been paid.

All coverage will begin on the later of the Effective Date or upon Your departure from Your Home Country.
4. WHEN YOUR COVERAGE ENDS - Your coverage will end at 11:59 P.M. local time on the date that is the earliest of the following:
 - (a) the date the Policy is terminated.
 - (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) when you return to your Home Country;
 - (e) the date You leave or change the Trip (unless due to Unforeseen and unavoidable circumstances covered by the Policy).
5. Maximum Trip duration not to exceed the period listed on your Confirmation of Coverage.
6. Client must notify the Company within 30 days of a change of address or domicile. Please note a change of address will affect YOUR eligibility under this policy. Example: Any Plan Participant who moves to a new country will no longer be covered in the new country of declared residence.
7. A Policy can be purchased before the Plan Participant attains age 85. Upon attainment of age 85, coverage will terminate at the end of the Policy Period.
8. Excess Insurance Provision: This is travel insurance and not health insurance. The benefits provided under both Medical and Evacuation shall be in excess of all other valid and collectable insurance or indemnity. It shall apply only when such other benefits are exhausted. In the event the Plan Participant has no other insurance this coverage becomes primary.
9. The Company shall have the full right of subrogation for any claims submitted.
10. All claims must be submitted within 90 days from date of incident or they will be denied.
11. The Plan Participant must exercise reasonable care to prevent Accident, Injury, loss or damage.
12. There will be no coverage for any accident / injury that occurs while the Plan Participant was breaking the jurisdictional law where the accident/injury took place, regardless if the Plan Participant was considered at fault or not.
13. If the Plan Participant or any person acting on his/her behalf shall make any claim or statement knowing the same to be false or fraudulent as regards amount or otherwise, then this Insurance shall become void and all claims hereunder shall be forfeited without refund of premium.
14. The Company may at their own expense take proceedings in the name of the Plan Participant to recover

compensation or secure an indemnity from any third party in respect of any loss, damage or expense covered by this Insurance and any amounts, recovered or secured shall belong to the Company.

15. The Company, or its designated representative, at its 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.
16. The Company shall not be deemed to provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company 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, United States of America or Latin America.
17. All claims arising under this insurance shall be governed by the Laws of the Bailiwick of Guernsey, Channel Islands, whose courts alone shall have jurisdiction in any dispute arising hereunder.

DESCRIPTION OF BENEFITS

Benefits are applicable when the Plan Participant is traveling only for eligible medical surgeries and procedures performed outside his or her Country of Residence; coverage also is in effect when traveling to and from the Plan Participant's Country of Residence as part of an international Trip.

Emergency Medical Evacuation:

The Company will pay benefits for Covered Expenses incurred, up to the Maximum Benefit shown on the Confirmation of Coverage, if an Accidental Injury or Sickness commencing during the course of the Trip results in Your necessary Emergency Evacuation. An Emergency Evacuation must be ordered by a Physician who certifies that the severity of Your Accidental Injury or Sickness warrants Your Emergency Evacuation. The Accidental Injury or Sickness only applies to unforeseen complications that lead to a critical or life threatening medical condition that warrants Emergency Medical Evacuation, and does not apply to routine follow up care.

Emergency Evacuation means:

- (a) Your medical condition warrants immediate Transportation from the hospital where You are first taken when injured or sick to the nearest Hospital or Hospital of Your choice where appropriate medical treatment can be obtained; If elected, Transportation to Your hospital of choice will begin when You are determined to be stable enough for Transportation. Once You arrive at the hospital of choice, coverage for all benefits under this Certificate ends.
- (b) after being treated at a local Hospital, Your medical condition warrants Transportation to where You reside, 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 Your Emergency Evacuation. 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 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 Accidental 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.

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 You or already included within the cost of the Trip.

Repatriation of Mortal Remains:

The Company will pay the reasonable Covered Expenses incurred to return Your body to Your Home Country if You die during the Trip. This will not exceed the Maximum Benefit shown on the Confirmation of Coverage. This benefit is provided if authorized in advance by the assistance provider.

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

GENERAL EXCLUSIONS

Unless specified in the Schedule of Benefits, in any written endorsement, or agreed by the Company in writing, no claim can be made for compensation or payment for damage or expenses caused by or as a result of the following:

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 and used in accordance with the instructions provided by a Physician;
9. commission or the attempt to commit a dishonest, fraudulent or criminal act;
10. services not shown as covered;
11. 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;
12. care or treatment that is not Medically Necessary;
13. canyoning or canyoneering (traveling in canyons using a variety of techniques that may include walking, scrambling, climbing, jumping, abseiling and/or swimming);
14. a Loss that results from an illness, disease, or other condition, event or circumstance that occurs at a time when Your coverage is not in effect.
15. Accidental Injury or Sickness when traveling against the advice of a Physician.

REFUND PROCEDURE AND POLICY

As stipulated in the Travel MedEvac website.

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.

CANCELLATION

The Company reserves the right to cancel any Policy as described below:

1. This Policy will be canceled automatically upon nonpayment of the Premium, although the Company may at their discretion reinstate the coverage if the Premium is subsequently paid.
2. If any Premium due from the Plan Participant remains unpaid, the Company may in addition defer or cancel payment of all or any claims for expenditures incurred during the period it remains unpaid.
3. While the Company shall not cancel this Policy because of eligible claims made by any Plan Participant, it may at any time terminate the policy if the Plan Participant:
4. Misled the Company by misstatement or concealment;
5. Knowingly claimed benefits for any purpose other than the ones which are provided for under this Policy;
6. Agreed to any attempt by a third party to obtain an unreasonable pecuniary advantage to the Company's detriment;
7. Failed to observe the terms and conditions of this Policy, or failed to act with utmost good faith.
8. If the Company decides to cancel this Policy, they shall give 30 days' notice.
9. When a claim has been filed, the insurance can be terminated with one month's notice by the Plan Participant or by the Company within 14 days after the reimbursement has been effected or rejected by the Company.

DEFINITIONS

Please note certain words used in this document have specific meanings.

Throughout this document, when capitalized, certain words and phrases are defined as follows:

Accident means a sudden, unexpected, unintended, 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 and that 1) requires a physical examination and medical treatment by a Physician and 2) commences while Your coverage is in effect. The injury must be verified by a Physician.

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

Certificate of Insurance means this document, and any endorsements, riders or amendments that will attach during the period of coverage.

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

of passengers for hire. Taxis and limousines are not Common Carriers as defined herein.

Company means GBG Insurance Limited.

Confirmation of Coverage means the document that outlines Your benefits and Maximum Benefit amounts.

Covered Expenses means expenses incurred by You that are for Medically Necessary care or treatment; due to Sickness or Bodily Injury; prescribed, performed or ordered by a Physician; Reasonable and Customary Charges incurred while insured under this Certificate; and that do not exceed the Maximum Benefit limits shown in the Confirmation of Coverage, under each stated benefit.

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

Effective Date means 12:01 A.M. local time, at Your location, 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.

Home Country means Your passport country.

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 twenty-four (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, drug or physical rehabilitation facility or convalescent home for the aged, or similar institution.

Loss means Bodily Injury, Sickness or damage sustained by You, while coverage is in effect, 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 that the Company will pay under any one benefit for You, as shown on the Confirmation of Coverage.

Medically Necessary means a service or supply that: (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 Your 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.

Plan Participant means the person who enrolled for coverage and whose premium was paid under the Policy.

Policy means the Group Master Policy including the application and any endorsements, riders or amendments that will attach during the period of coverage.

Reasonable and Customary Charges means charges commonly used by Physicians in the locality in which care is furnished.

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 that: 1) requires a physical examination and medical treatment by a Physician and 2) commences while Your coverage is in effect. An illness or disease of the body that begins prior to the Effective Date of coverage is not a Sickness as defined herein and is not covered by this Certificate.

Traveling Companion means a person who has coordinated Travel Arrangements or vacation plans with You, intends to travel with You during the Trip and is further described on the Confirmation of Coverage. 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 Trip.

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

Trip means a trip or class of trips as described on the Confirmation of Coverage.

Unforeseen means not anticipated or expected and occurring after the Effective Date of Your coverage.

You or Your refers to the Plan Participant.

SUBSCRIPTION AGREEMENT

I hereby apply to be a Plan Participant of the International Benefit Trust established in the Cayman Islands (the "trust") and to participate in the insurance coverage extended by GBG Insurance Limited (the Insurer) to Plan Participants under the trust (the "coverage"). I understand that the coverage is not a general health insurance product, but is intended for use in the event of a sudden and unexpected event while traveling outside my Home Country. I understand that the coverage extended to me will terminate upon my return to my Home Country. I understand that I may obtain full details of the coverage by requesting a copy of the master policy from the plan manager. I understand that the liability of the Insurer as underwriters of the coverage is as provided in the master policy.

By acceptance of coverage and/or submission of any claim for benefits, the Plan Participant ratifies the authority of the signer to so act and bind the Plan Participant.

The Plan Participant undertakes to make all premium payments as they fall due in respect of the coverage extended to them. The trustee shall not be responsible for the administration of such payments.

If the Plan Participant fails to make any premium payment due in respect of the coverage extended to them, subject to the discretion of the insurance company, such coverage will lapse.

The Plan Participant hereby confirms the accuracy of all information validity of all representations and warranties provided to the trustee in connection with its participation in the plan and/or the subscription for the insurance coverage, howsoever provided, including the terms of this subscription agreement, (together "representations & warranties"). The Plan Participant acknowledges that certain of such information will be relied upon by the Insurer as providers of the coverage and that any inaccuracy therein may result in the invalidity of such coverage as it relates to the Plan Participant, the loss of coverage and all monies paid in relation thereto. The Plan Participant hereby undertakes to inform the trustee of any change to any of matter that forms the subject of any of the representation & warranties. The Plan Participant hereby undertakes to indemnify and hold harmless the trustee against any loss or damage (including attorney's fees) occasioned by any inaccuracy in any representation & warranty or failure to advise the trustee of any change in any matter that forms the subject of any of the representation & warranties. The Plan Participant agrees that the trustee shall be entitled to rely on and to act in accordance with any written instruction purported to be provided by the Plan Participant and the Plan Participant hereby undertakes to indemnify and hold harmless the trustee against any loss or damage (including attorney's fees) occasioned by the trustee acting in accordance with any such instruction.

Payments under the terms of the coverage shall be paid by the Insurer to the Plan Participant or directly to a provider if assignment of benefits has been authorized. The trustee shall not be responsible for the administration of such payments.

I confirm that I have satisfied myself that the coverage is appropriate for me and that I meet the eligibility criteria.

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 Plan Participant or calling on behalf of the Plan Participant, please have the following information available.

- Full Name of Plan Participant
- Current Condition of Plan Participant
- 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 GBG 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.

“Annual” means a plan designed for those traveling on multiple trips throughout the year with varying limits on the length of any single trip as defined in your confirmation summary.

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

“Global” means a plan designed for those who seek coverage when traveling worldwide outside their home country. Some countries and areas may be excluded according to the policy certificate and restrictions set by the US government. These restrictions are subject to change and beyond the control of Travel MedEvac, its affiliates, providers and contractors.

“Extended Stay” means a plan designed for those who may travel for an extended period of time away from one’s primary residence where no single trip exceeds (180) consecutive days away from home country.

“Medical Tourism” means a plan designed for short term travel for those between the ages of 18 and 65 who may travel for eligible medical procedures or surgeries selected during the application process.

** Some countries and areas may be excluded according to the policy certificate and restrictions set by the US government. These restrictions are subject to change and beyond the control of Travel MedEvac, its affiliates, providers and contractors.*

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 application. All fees collected and accepted in the United States Dollar (USD). All 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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