INTERNATIONAL SOS GLOBAL TRAVELER MEMBERSHIP PROGRAM ("Program") provided by International SOS Assistance, Inc. ("Intl.SOS"), and such Terms and Conditions together with the Application, incorporated herein by reference constitute the complete agreement ("Agreement") between the Member and Intl.SOS.

Definitions

Application means all information provided by the Member for the preparation and administration of the Program.

Extended Stay Traveler means a Member on a work-related trip that is longer than 90 consecutive days but does not exceed 365 days and which is outside their Home Country.

Frequent Traveler means a Member taking multiple trips during a 12-month period where no single trip exceeds ninety (90) days but the cumulative total is less than 365 days.

International SOS will provide Members with an emergency cash advance subject to Intl.SOS first securing funds for the repayment therefor.

Medical Service Providers means a Member on a single trip not to exceed ninety (90) days and which is more than 100 miles (160 km) from the Member's Place of Residence.

Medical Assistance means any medical advice and any medical services purchased in the event of an emergency situation.

Member means a Member on a single trip not to exceed ninety (90) days and which is more than 100 miles (160 km) from the Member's Place of Residence.

Medical Emergency Evacuation means the safe transport of a Member from the place of death to the Member's Place of Residence in the event that the Member's medical condition is sufficiently serious to warrant medical evacuation, the location to which the Member will be evacuated and the means or method by which such evacuation will be carried out.

Medically Supervised Repatriation means the return of a Member from the Member's Place of Residence or Host Country to his/her Place of Residence or Host Country.

Personal Injury means a Member suffering a personal injury while traveling or participating in any activity covered by the Program.

Return of Traveling Companion means a Member taking multiple trips during a 12-month period where no single trip exceeds 90 days but does not exceed 365 days and which is outside their Home Country.

Transportation to Join a Hospitalized Member means the return of a relative or friend to be with a hospitalized Member.

Travel Assistance means the provision of services to a Member or a Member's traveling companion to assist in the safe transport of the Member or Member's traveling companion.

Terms and Conditions means the terms specified in the Application.

Transportation of Minor Children means the return of a relative or friend to be with a hospitalized Member.

Traveler means a Member taking multiple trips during a 12-month period where no single trip exceeds 90 days but does not exceed 365 days and which is outside their Home Country.

TRAVEL ASSISTANCE

Transportation to Join a Hospitalized Member

Frequent Traveler members will receive medical advice and with Intl.SOS' prior written approval, Intl.SOS will arrange and pay for the cost of economy class round trip airfare for a relative or friend to join a Member who has or will be hospitalized outside his/her Place of Residence or Host Country for more than seven (7) days (not including personal expenses such as meals, telephone charges and personal expenses).

Transportation of Minor Children

If a Member has minor children who are left unattended as a result of a Member's injury, illness or medical evacuation, Intl.SOS' Social Service advisors will contact the family to arrange for the family member to return to his/her Place of Residence or Host Country.

Emergency Family Travel Arrangements

Intl.SOS will arrange for the travel arrangements of family members who need to join a hospitalized Member. The costs of travel services are the responsibility of the Member or the family members.

Access ToIntl.SOS Clinics

Up to six emergency visits are available each policy period for care in a clinic in the area the Member is located, subject to the procedures and requirements then in force at each respective Intl.SOS clinic.

ONLINE SERVICES AND INFORMATION

Health Information

Intl.SOS will provide Members with travel health information via a password protected Internet website. Intl.SOS will post the latest health reports, which are summaries of the health situations in over 175 countries around the world, will be made available to Members through the Intl.SOS Global Traveler Portal.

Travel Assistance

Members may call the 24 Hour Service Desk at home or while traveling to receive rapid response to questions or concerns affecting travel safety.

Program Limitations

Only those persons designated as Members on the Application shall be eligible for services under the Program.

Emergency Translation and Interpreter Services

Members who are severely injured or who will be hospitalized outside his/her Place of Residence or Host Country may have an interpreter available.

Emergency Personal Cash

Intl.SOS will arrange for emergency cash advances subject to a Member's Place of Residence or Host Country for subsequent in-patient hospitalization or rehabilitative treatment, following a Medical Emergency Evacuation, Medically Supervised Repatriation or Repatriation of Mortal Remains.

Repatriation of Mortal Remains

Intl.SOS will arrange and pay for the ordinary and necessary expenses to transport the Member to his/her Place of Residence or Host Country for subsequent in-patient hospitalization or rehabilitative treatment, following a Medical Emergency Evacuation, Medically Supervised Repatriation or Repatriation of Mortal Remains.

Repatriation to his/her Place of Residence or Host Country means the Member's return to his/her Place of Residence or Host Country under the terms of the Program.

Repatriation of Mortal Remains means the return of a deceased Member to his/her Place of Residence or Host Country.

Return of Traveling Companion means the return of a relative or friend to be with a hospitalized Member.

Return of Traveling Companion means the return of a relative or friend to be with a hospitalized Member.

Refunds

Members who are severely injured or who will be hospitalized outside his/her Place of Residence or Host Country may have an interpreter available.

Emergency Medical Evacuation means the safe transport of a Member from the place of death to the Member's Place of Residence or Host Country.

Medical Service Providers means the local conditions and availability of medical services at the geographic location (collectively called 'Medical Service Providers') within the area where the Member is located. Intl.SOS will provide the Member with names, addresses, telephone numbers and if requested by a Member calling an Intl.SOS assistance center. Such advice shall not be construed as telemedicine, telehealth, diagnosis, treatment or remote patient monitoring. In no event shall an Intl.SOS physician be deemed to have ultimate authority over the care or primary diagnosis of a Member.

Medical Emergency Evacuation means the safe transport of a Member from the place of death to the Member's Place of Residence or Host Country.

Medical Service Providers means a Member on a single trip not to exceed ninety (90) days but does not exceed 365 days and which is outside their Home Country.

Emergency/Recover/Replacement means the Member's ability to successfully provide access to the Assistance program. Intl.SOS shall have no obligation to render services hereunder unless the following eligibility requirements have been met:

Eligibility

Intl.SOS has no obligation to render the services hereunder unless the following eligibility requirements have been met:

Program Limitations

Up to six emergency visits are available each policy period for care in a clinic in the area the Member is located, subject to the procedures and requirements then in force at each respective Intl.SOS clinic.

Emergency Medical Evacuation, Medically Supervised Repatriation and Repatriation of Mortal Remains

Members only

Maximum of $1,000,000 per Member per Intervention

Transportation to Join a Hospitalized Member

Maximum of $2,500 per Member per Intervention

Accommodation While Visiting Hospitalized Member

Maximum of $2,500 per Member per Intervention

Transportation of Minor Children

Maximum of $2,500 per Member per Intervention

Traveler means a Member taking multiple trips during a 12-month period where no single trip exceeds 90 days but does not exceed 365 days and which is outside their Home Country.

Transportation of Minor Children means the return of a relative or friend to be with a hospitalized Member.

Traveler means a Member taking multiple trips during a 12-month period where no single trip exceeds 90 days but does not exceed 365 days and which is outside their Home Country.

Transportation of Minor Children means the return of a relative or friend to be with a hospitalized Member.

Traveler means a Member taking multiple trips during a 12-month period where no single trip exceeds 90 days but does not exceed 365 days and which is outside their Home Country.
(5) The Member’s obligation to pay the Membership Fee and Reimbursements shall not be contingent upon the outcome of any insurance or third party claim.

(6) The Membership Fee is refundable only when a written request is received prior to the commencement of the Program. No partial refunds are permitted. After the commencement of the Program, the fee is considered fully earned and nonrefundable.

(7) Membership programs are not transferable.

Exceptions

The following treatment items, conditions, activities and their related consequential expenses are excluded unless Intl.SOS has given its prior written approval and the Member has paid the designated fees:

(1) More than one emergency medical evacuation and/or repatriation for any single medical condition of a Member during the same calendar year.

(2) Any cost or expense not expressly covered by the Program and not approved in advance and in writing by Intl.SOS and/or not arranged by Intl.SOS.

(3) Any event occurring when the Extended Traveler is within the territory of his/her Home Country or when the Traveler or Frequent Traveler is within 100 miles from his/her Place of Residence in the Home Country.

(4) Any expense for Members who travel contrary to the advice of a medical practitioner.

(5) Any expense for medical evacuation or repatriation if the Member is not suffering from a Serious Medical Condition.

(6) Any expense for medical evacuation or repatriation if the Member is not suffering from a Serious Medical Condition.

(7) Any treatment or expense related to childbirth, miscarriage or pregnancy. This exception shall not apply to any abnormal pregnancy or vital complication of pregnancy which endangers the life of the mother and/or unborn child during the first twenty-four (24) weeks of pregnancy.

(8) Any expense related to accident or injury occurring while the Member is engaged in the following hazardous activities: trekking but not limited to trekking, caving, mountaineering or rock climbing; necessitating the use of guides or ropes, pithing, skydiving, parachuting, bungee-jumping, ballooning, hang gliding, deep sea diving utilizing hard helmet with air hose attachments, martial arts, rallying, racing of any kind other than on foot, and any organized sports undertaken on a professional or sponsored basis.

(9) Cases related to any expense incurred for emotional, mental or psychiatric illness for which the Member is receiving treatment, medication or supervision at the commencement date of the Program, or at the start of any subsequent trip.

(10) Any expense incurred as a result of a self-inflicted injury, suicide, drug addiction or abuse, alcohol abuse, or sexually transmitted diseases.

(11) Any expense incurred as a result of Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition or disease.

(12) Any expense related to the Member engaging in any form of aerial flight except as a passenger on a scheduled airline flight; as a passenger on a licensed charter fixed wing aircraft over an established route; or as a passenger traveling on a business related activity in a fixed wing aircraft owned or leased to the Member.

(13) Any expense related to the Member engaging in the commission of, or the attempt to commit, an unlawful act.

(14) Any expense related to treatment performed or ordered by a non-registered practitioner not in accordance with the standard medical practice as defined in the country of treatment.

(15) Any expense incurred as a result of the Member engaging in active service in the armed forces or police of any nation; active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrection.

(16) Any expense which is a direct result of nuclear reaction or radiation.

(17) Any expense incurred for or as a result of any activity required from or on a ship or oil-rig platform, or at a similar off-shore location.

(18) Any expense, regardless of any contributory cause(s), involving the use of or release of the threat thereof of any nuclear weapon or device or chemical or biological agent.

Intl.SOS, at its sole discretion, will assist Members on a fee-for-service basis for Interventions falling under the above Exceptions. Intl.SOS reserves the right, at its sole discretion, to request additional financial guarantees or indemnification from the Member prior to rendering such services on a fee-for-service basis.

General Provisions

Indemnification

The Member Agrees to Indemnify, Defend and Hold Intl.SOS, its Subsidiaries and Affiliates, and Their respective Directors, Officers and Employees, Harmless From and Against any and all Claims, Suits, Actions, Proceedings, or Liabilities of any nature, including Reasonable Attorney’s Fees and Expenses, Arising Out of its Wrongful Conduct, Omission or Fault.

Force Majeure

Intl.SOS shall not be liable for failure to provide services and/or delays caused by acts of God, strikes, or conditions beyond its control, including but not limited to, sanctions, flight conditions or situations where the rendering of services is prohibited or delayed by local laws, regulators or regulatory agencies. Intl.SOS shall notify the Member of any circumstance likely to cause such failure or delay as soon as reasonably practicable.

Conduct of Others

The Member waives all claims against Intl.SOS for any loss resulting from any advice given, services provided or any acts or omissions of any service provider including, without limitation, providers of medical services, transportation, security personnel, or legal services who are referred by Intl.SOS unless due to Intl.SOS’ negligent acts or omissions, or willful misconduct.

Consequential Damages

In no event shall Intl.SOS be liable for any incidental, special, consequential or indirect loss, damages, costs, charges, fees or expenses, including without limitation, loss of profits, loss of income, loss of business or loss of use.

Time Limitations

Any and all legal actions and claims arising under this Program shall be barred unless written notice thereof is received by Intl.SOS within one (1) year of the date of the event giving rise to such action or claim.

E-Commerce Policies

Without first obtaining the Member’s consent, Intl.SOS shall not be permitted to (i) market to or otherwise contact the Member, either electronically or through other media, as a result of their use of Intl.SOS’ Internet site; or (ii) use, sell, or disclose to any other party any Member-specific information it may have gathered about the Member as a result of his/her use of Intl.SOS’ Internet site.

Other Limitations

The services are compiled from sources that Intl.SOS considers to be reliable or are expressions of opinion. Intl.SOS has made reasonable commercial efforts to ensure the accuracy of information, however, the information is provided ‘as is’ and includes reasonable judgments in the circumstances prevailing at the time. The information should not be construed as definitive or binding advice.

Intl.SOS recommends that the Member consult with a travel medicine physician prior to traveling internationally. These Terms and Conditions are entered into between the Member and Intl.SOS, and Intl.SOS recommends that the Member consult with a travel medicine physician prior to traveling internationally. These Terms and Conditions are entered into between the Member and Intl.SOS, and Intl.SOS reserves the right in its sole discretion to amend these Terms and Conditions. Any such amendment shall be effective as to the Member upon thirty (30) days written notice.

Relationship

The relationship of the parties shall be that of independent contractor and not of employment, partnership, or joint venture, unless expressly provided otherwise in the Program. Neither party, have, nor represent that it has, any right or authority to bind the other to assume or create any obligation or responsibility expressed or implied on behalf of the other or in the other’s name unless provided in the Program. The Program is not a contract of insurance nor is Intl.SOS an insurer, administrator or fiduciary.

Confidential Information, Trade Secrets, Trademarks, Copyrights and Other Property Rights

Each party expressly undertakes to retain in confidence all information and trade secrets transmitted by the other party that have been designated as proprietary and/or confidential, or by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use or disclosure of such information or trade secrets except under the terms of the Program, or unless authorized to do so by the disclosing party. Intl.SOS shall own and have the exclusive right to all data, documents, intellectual property and software used or generated by it with respect to the Program and shall have the right to retain copies of any documents provided to it.

Geographic Scope of Service

The services provided by Intl.SOS under this Program are rendered on a worldwide basis. Intl.SOS shall be under no obligation to provide the services to Members, who in the sole opinion of Intl.SOS are located in areas that represent conditions in which providing the services is impossible, reasonably impractical or unsafe, including without limitation geographical remoteness, war (whether declared or undeclared), civil or other hostilities or political unrest.

Governing Law

The Agreement shall be construed and governed by the laws of the Commonwealth of Pennsylvania, United States of America. The venue for all claims and disputes under the Agreement, and all lawsuits filed concerning the Agreement, shall be maintained in Bucks County, Pennsylvania, USA.

Complete Agreement

It is expressly understood and agreed by the parties that the Agreement and Terms and Conditions are the final expression of the agreement between the parties. There are no promises, agreements, conditions or understandings, either oral or written, between them other than those that are set forth herein. It is further understood and agreed that, unless otherwise provided, no subsequent alteration, amendment, change or addition to the Program shall be binding upon Intl.SOS unless reduced to writing and signed by an authorized representative of Intl.SOS.

Headings

Any headings used in these Terms and Conditions are inserted solely for the convenience of references and shall not constitute a part of these Terms and Conditions, nor shall they affect the meaning, construction or effect.

Notice

All notices hereunder shall be given to Intl.SOS to the address set forth below and to the Member at the address set forth in the Agreement. Facsimile notice and signatures are acceptable under these Terms and Conditions and shall be effective when received by the addressee.

---

Intl.SOS Assistance, Inc.
PO Box 11506, Philadelphia, PA 19118
Phone: (215) 942-8000 Fax: (215) 942-8299
Web: www.internalsos.com - Updated May 2019