

## **International SOS Global Traveler**

### **TERMS & CONDITIONS**

The following terms and conditions ("Terms and Conditions") apply to the International SOS Global Traveler Medical 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) consecutive days in length and which are more than 100 miles (160 km) from his/her Place of Residence.

**Home Country** means the Member's country of citizenship as stated on the Application. For purposes of providing evacuation and repatriation services: (1) the Member's Dependents shall be deemed to have the Member's nationality; and (2) in the event of dual nationality, the Member must elect one nationality.

**Host Country** means the country or territory where the Member is visiting or living, and which is not the country of his/her Place of Residence or, in the case of the Extended Stay Traveler, the Home Country.

**Intervention** means all Intl.SOS activities related to a single event.

**Member** means the Traveler, Frequent Traveler or Extended Stay Traveler. The Member's spouse, dependent children, or life partner (collectively "Dependents") are eligible for services, provided such Dependents are designated on the Application and are accompanying the Member during travel.

**Membership Fee** means the fee for subscription to the Program.

**Place of Residence** means the place of permanent residence as stated on the Application.

**Reimbursements** mean any and all payments due to Intl.SOS, in addition to the Membership Fee, for payments, advances or guarantees made by Intl.SOS on behalf of the Member.

**Serious Medical Condition** means a condition which in the opinion of an Intl.SOS physician requires emergency medical treatment to avoid death or serious impairment to the Member's health. In determining whether a Serious Medical Condition exists, the Intl.SOS physician may consider the Member's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

**Term** means the term specified in the Application.

**Traveler** means a Member on a single trip not to exceed ninety (90) days and which is more than 100 miles (160 km) from his/her Place of Residence.

### **Description of Services**

#### **MEDICAL ASSISTANCE**

##### **24-Hour Worldwide Medical Information and Assistance**

Intl.SOS will arrange for the provision of medical advice by a physician over the telephone for any 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 & Dental Referrals**

Intl.SOS will provide the Member with names, addresses, telephone numbers and if requested by a Member and if available, office hours for physicians, hospitals, clinics, dentists and dental clinics (collectively called 'Medical Service Providers') within the area where the Member is located. Intl.SOS will assist Members with the arrangement and confirmation of appointments with Medical Service Providers, assistance in arranging ground accommodations, post appointment communications and follow up with Members. These recommendations are based upon the best judgment of Intl.SOS and its knowledge of the local conditions and availability of medical services at the geographic location involved. Intl.SOS does not guarantee the quality of the Medical Service Providers nor shall Intl.SOS be liable for any consequences arising out of or caused by the services provided by the Medical Service Providers. The final selection of Medical Service Providers shall be the responsibility of the Member.

##### **Dispatch of Medication & Medical Supplies**

Intl.SOS will, when and where practical and legally permissible, arrange for delivery of medicines, drugs and medical supplies that are medically necessary for a Member's care and/or treatment but which are not available at the Member's location. The Member will be responsible for the cost of the items dispatched and all shipping and handling charges.

##### **Emergency Medical Evacuation**

Intl.SOS will arrange and pay for the ordinary and necessary expense of air and/or surface transportation, medical care during transportation, communications and all usual and customary ancillary charges incurred in moving and transporting a Member to the nearest hospital where appropriate medical care is available, which may be a location other than the Member's Place of Residence or Host Country. Intl.SOS reserves the right, at its sole discretion, to determine whether 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. In making such arrangements, Intl.SOS may consider all relevant circumstances including, but not limited to the Member's medical condition, the degree of urgency, the Member's fitness to travel, airport availability, weather conditions and travel distance in determining whether transportation will be provided by private medically equipped aircraft, helicopter, regular scheduled flight, rail or land vehicle. Transportation shall be carried out under constant medical supervision, unless otherwise approved by an Intl.SOS physician.

##### **Medically Supervised Repatriation**

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 evacuation where the Member is transported to a place outside his/her Place of Residence or Host Country. Intl.SOS reserves the right, at its sole discretion, to determine the means or method by which such repatriation will be carried out. In making such arrangements, Intl.SOS may consider all relevant circumstances including, but not limited to the Member's medical condition, the degree of urgency, the Member's fitness to travel, airport availability, weather conditions and travel distance in determining whether transportation will be provided by private medically equipped aircraft, helicopter, regular scheduled flight, rail or land vehicle. Transportation shall be carried out under constant medical supervision, unless otherwise approved by an Intl.SOS physician.

##### **Repatriation of Mortal Remains**

Intl.SOS will arrange and pay for all reasonable and necessary expenses for transporting the Member's mortal remains from the place of death to the Member's Place of Residence or Host Country, or, if requested by a family member or legal representative and with Intl.SOS' prior written approval, Intl.SOS will arrange and pay for the reasonable and necessary expenses for local burial at the place of death outside the Member's Place of Residence or Host Country, such expenses not to exceed the cost to repatriate the Member's mortal remains from the place of death to the Member's Place of Residence or Host Country.

#### **PERSONAL ASSISTANCE**

##### **Lost Document Advice & Assistance**

Intl.SOS will assist Members who have lost important travel documents (e.g. passport, credit cards) by providing instructions for recovery or replacement.

##### **Emergency Message Transmission**

Intl.SOS will use its best efforts to receive and transmit emergency messages between the family and the Member.

##### **Emergency Personal Cash**

Intl.SOS will provide Members with an emergency cash advance subject to Intl.SOS first securing funds from the Member or the Member's family.

##### **Medical Expense Guarantee, Cost Review & Payment, Medical Monitoring**

Intl.SOS will guarantee and pay as agent for the Member all costs associated with a Member's in-patient or out-patient medical care subject to Intl.SOS first securing funds from the Member or the Member's family. Intl.SOS will monitor and provide medical evaluations of the Member's condition and ongoing medical expenses when hospitalized.

#### **Emergency Translation and Interpreter Services**

In the event of an emergency situation, Intl.SOS will provide personal telephone translation services and referrals of interpreter services through its assistance center network. A fee is charged if personal presence or customized services are required.

#### **Claims Assistance**

Intl.SOS will assist Members with coordinating overseas claims procedures with their insurance programs. Note - medical bills should not be sent to Intl.SOS, but directly to the insurer, as directed by Intl.SOS, to avoid delays in settlement.

#### **TRAVEL ASSISTANCE**

##### **Transportation to Join a Hospitalized Member**

Following a Member's medical evacuation and with Intl.SOS' prior written approval, Intl.SOS will arrange and pay for the cost of one 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.

##### **Accommodation While Visiting Hospitalized Member**

Intl.SOS will arrange and pay for hotel accommodation for the Member's companion who is visiting the Member while he/she is 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 services).

##### **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 will arrange and pay for the cost of economy class one-way airfares for the transportation of such minor children to the Member's Place of Residence or Host Country.

##### **Return of Traveling Companion**

When a Member is evacuated by Intl.SOS and a traveling companion's return air ticket is no longer usable, Intl.SOS will arrange and pay for one-way economy air transportation for the companion to the original departure point.

##### **Travel Arrangement After Medical Evacuation**

Following a Member's medical evacuation by Intl.SOS and with Intl.SOS' prior written approval, Intl.SOS will arrange and pay for the reasonable and necessary cost for airfare for the Traveler, Frequent Traveler or Extended Stay Traveler to resume his/her trip and/or return to his/her Place of Residence or Host Country.

##### **Emergency Family Travel Arrangements**

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

#### **ONLINE SERVICES AND INFORMATION**

##### **Travel Health Information**

Intl.SOS will provide Members with travel health information via a password protected Internet website. Intl.SOS destination reports, which are summary reviews of the health situations in over 170 countries around the world, will be made available to Members through the Intl.SOS Global Traveler Portal. The reports provide up-to-date information on health risks, medical care and vaccination requirements. The Portal also provides useful information for travelers with links to world weather conditions, a currency exchange calculator, a directory of Internet cafes around the world, electrical plugs used abroad and translator tool handling 8 languages.

**Email Health Alerts** Each Member can sign up to receive Intl.SOS email health alerts concerning travel health information. The service provides Members with the ability to receive up-to-date travel health information via their PC, laptop or wireless device. Health alerts are issued when there is a developing risk that in the opinion of the Intl.SOS medical staff may negatively impact travelers visiting a country.

#### **INTERNATIONAL SOS ASSISTANCE APP**

On a reasonable commercial efforts basis, Intl.SOS will provide the Members with an assistance application ("Assistance App") for downloading onto the Members' mobile devices. The Assistance App provides Members with (i) one-click dialing to the nearest Intl.SOS assistance center for immediate assistance; (ii) mobile-friendly medical information to prepare for trips; (iii) access to the latest medical alerts, delivering travel advice before and during travel; and (iv) favorite country content for quick navigation to the Member's most used information. The Assistance App is available for iOS, Android and Blackberry smartphones. Intl.SOS' ability to successfully provide access to the Assistance App will be conditional on factors which may be outside the control or influence of Intl.SOS which may include third parties.

#### **Program Limitations**

The following limitations shall apply to the services in this Program:

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

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

- *Return of Traveling Companion*

Maximum of \$2,500 per Member per Intervention

- *Travel Arrangement After Medical Evacuation*

Maximum of \$2,500 per Member per Intervention

#### **Eligibility**

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

- Only those persons designated as Members on the Application shall be eligible for services under the Program.
- Coverage under the Program requires the Program initially be purchased prior to commencement of trip. Subsequent purchases to renew or extend the Program may be made post departure while actively on assignment/traveling, so long as new coverage is purchased prior to expiration of existing coverage.
- Membership continues only for the period for which the Membership Fee has been paid.
- Members engaged in the performance of any business, trade or profession known to be hazardous, including but not limited to oil and gas, mining and construction, are not eligible for services unless they are designated on the Application as performing such activities and prior written approval has been obtained from Intl.SOS.
- Newborn children are covered under the Program after the 45th day from the date of birth subject to the newborn's inclusion on the Application and the Member has paid the applicable fee.

#### **Payment of Membership Fee and Reimbursements**

- (1) The Membership Fee is due and payable on or before the commencement of services. Intl.SOS shall have no obligation to render services hereunder unless the Membership Fee has been paid in full.
- (2) Any payments, guarantees or advances made by Intl.SOS under the Program on behalf of a Member are made as agent for the Member. Intl.SOS may, at its discretion, require a deposit to be furnished by the Member before such services are rendered.
- (3) The Member agrees to pay Intl.SOS all Reimbursements which are due under or pursuant these Terms and Conditions, within thirty (30) days of the date of the Intl.SOS invoice.
- (4) The Membership Fee and Reimbursements are net of any applicable withholding taxes, customs, levies, excise taxes (including without limitation value added tax, goods and services tax, use tax and sales tax), deductions or other similar charges imposed by any jurisdiction or government on Intl.SOS or on its services.
- (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 Term of the Program.
- (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 Stay 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, and/or in the opinion of the Intl.SOS physician, the Member can be adequately treated locally, or treatment can be reasonably delayed until the Member returns to his/her Place of Residence or Host Country.
- (6) Any expense for medical evacuation or repatriation where the Member, in the opinion of the Intl.SOS physician, can travel as an ordinary passenger without a medical escort.
- (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 including but not limited to trekking, caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, 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 or 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 KIND, 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 are not intended by the parties, nor shall they be construed to, have the effect of creating or conferring any third-party beneficiary status or rights hereunder upon the Member or any other person (including family members) who may be eligible for services provided under the Program.

#### **Fraudulent Statement**

Fraud, misstatement or concealment in the statements made by, for or on behalf of the Member prior to or when effecting the Program, or any fraudulent claim hereunder shall render the Program null and void and all benefits and services shall be forfeited.

#### **Authorization**

Intl.SOS may require Members and their immediate family to give Intl.SOS written authorization and releases prior to rendering services under the Program.

#### **Subrogation**

Intl.SOS shall be subrogated to any right or claim that the Members may have against a third party and which results in the rendering of services by Intl.SOS under the Program.

### **Return to Work**

The Member shall be solely responsible for the decision as to whether or not a Member returns to work.

### **Amendment**

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 shall 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 ERISA 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 Application 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 reference 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 Application. Facsimile notice and signatures are acceptable under these Terms and Conditions and shall be effective when received by the addressee.

International SOS Assistance, Inc.

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Phone: (215) 942-8000 Fax: (215) 942-8299

Web: [www.internationalsos.com](http://www.internationalsos.com) – Updated August 2019