Transportation of Minor Children
If a Member has minor children who are left unattended as a result of the Member’s injury, illness or medical evacuation, Intl.SOS will arrange and pay for the cost of economy class one-way airfare for the transportation of such minor children to the Member’s Home Country.

RETURN OF TRAVELING COMPANION
When an insured Member is hospitalized and a traveling companion’s return air ticket is no longer usable, Intl.SOS will arrange and pay for one-way economy airfare 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 Member to return to his/her Home Country.

Emergency Family Travel Arrangement(s)
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.

Access To Intl.SOS Clinics
When a Member is hospitalized and contacting an Intl.SOS Assistance Center, Intl.SOS will provide Members with access to services available at Intl.SOS clinics (if such a clinic is located in the area where the Member is located). Additional procedures or requirements then in force at each respective Intl.SOS clinic.

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 Traveler Portal. The Destination Reports provide Members with information regarding local medical care and vaccines, customs regulations, and additional travel information related to the health environment. The Internet Portal also provides useful information for travelers with links to weather conditions, a currency exchange calculator, a directory of Internet cafes around the world, electrical plugs used abroad and travel translator tool in 8 languages.

Email Health Alerts
Each Member can sign up to receive Intl.SOS email health alerts concerning travel health information. The services provided to 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.

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

Emergency Medical Evacuation
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 be purchased prior to commencement of trip.
• 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.

Payment of Membership Fee and Reimbursements
Members shall not be obligated to provide services hereunder unless the commencement of services. Intl.SOS shall have no obligation to render services hereunder unless the Membership Fee has been paid in full.

2021 Membership Fee
The Membership Fee is due and payable on or before the commencement of services. Intl.SOS shall be obligated to provide the services hereunder unless the Membership Fee has been paid in full.

2021 Membership Fee
Maximum of $2,500 per Member per Intervention

Exceptions
The following treatment, items, conditions, activities and their related or consequent expenses are excluded as per Intl.SOS has given its prior written approval and the Member has designated:

1) More than one emergency medical evacuation and/or repatriation for any single medical condition for the 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 Member is within the territory of his/her Home Country.
4) Any expense for Members who travel contrary to the advice of a medical practitioner, or for the purpose of a non-medical reason, of repair or for rest and recuperation or to avoid a known existing condition.
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 travel can be reasonably delayed until the Member returns to his/her Home Country.
6) Any expenses incurred 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 guide ropes or ropes, potholing, skydiving, parachuting, bungee-jumping, bailing.
hang gliding, deep sea diving utilizing hand 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 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 affair except as a passenger on a scheduled airline flight except as a passenger on a licensed charter fixed wing, as a passenger on 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.

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 its 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 Members as a result of the Member’s 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 efforts to ensure the accuracy of the 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 Members 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 or to an academic-related program.

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 & Other Property Rights

Each party expressly understands and agrees that 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 may not be used 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, United States of America.

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 that is 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 at 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.