

# DIAMOND MEMBERSHIP PROGRAM RULES AND REGULATIONS

Ages 75-84

The Rules and Regulations govern MedjetAssist's provision of travel assistance services under the Diamond Membership Program. Therefore, it is important that you read the Rules and Regulations carefully and keep them with your travel papers in order to fully understand MedjetAssist's services and how to properly access them.

Note: MedjetAssist is a medical transport membership program, not an insurance plan. MedjetAssist does not and will not reimburse or indemnify Members for expenses incurred.

If you have any questions regarding membership services, please contact Good Neighbor Insurance at 480-813-9100 or info@gninsurance.com prior to your travels.

### **DESCRIPTION OF TRAVEL ASSISTANCE SERVICES**

MedjetAssist is a medical transport membership program arranging worldwide medical transport and emergency consultation services. Members are provided with access to medically dedicated aircraft and commercial medical escorts capable of transporting them from domestic and international hospitals to the hospital of their choice in their Home Country during the term of their membership. In addition, MedjetAssist provides Members with access to medical professionals for consultations, medical and legal referrals, passport and visa services, and other Member services.

#### **MEMBERSHIPS**

MedjetAssist provides travel assistance services to Members under various membership plans.

Individual Diamond Membership: Available to residents of the United States, Canada and Mexico from age 75 up to the Member's 85th birthday. A Diamond Membership includes the individually identified Member only.

The General Health Questionnaire and Medical Statement must be completed by the prospective Member and his or her physician. Only the Medical Statement forms provided by MedjetAssist will be accepted for consideration. All Diamond Memberships, both new and renewal, are subject to approval by MedjetAssist, whose decision is final.

MedjetAssist memberships are nontransferable and nonrefundable. By enrolling as a Member you accept and agree to the terms and conditions of membership.

A MedjetAssist membership provides access to MedjetAssist-authorized affiliates only. All arrangements for medical transport and repatriation will be made by MedjetAssist.

MedjetAssist is a membership program and not an insurance plan; MedjetAssist will not reimburse Members for expenses they incur on their own.

#### **Extended Stays Outside of Residence Country**

A Member traveling, living or otherwise staying outside his or her Home Country for an uninterrupted period in excess of 90 days is not eligible for membership services under the Diamond Membership. Extended Stay (Expatriate) Memberships are available. Members will also need to maintain appropriate health insurance in their Home Country that will provide for inpatient admission. Please contact MedjetAssist for additional information on Expatriate Memberships.

#### MEMBERSHIP TERM

Subject to the limitations identified herein, the term of a MedjetAssist membership commences on the Effective Start Date selected by the Member during the enrollment process.

A Membership Year is the one-year period commencing on the Effective Start Date and ending one (1) year thereafter.

To be eligible for MedjetAssist services for a specific trip, the Effective Start Date must be prior to the Member's initial departure from his or her Residence Address.

Regardless of the Effective Start Date selected by the Member, MedjetAssist membership is valid only when the membership fee is collected. A membership is not valid if the membership fee payment is declined, returned or otherwise unpaid. In such a case, the Effective Start Date shall be the date the membership fee is successfully collected.

MedjetAssist reserves the right to revoke, rescind or cancel any membership or refuse any renewal at MedjetAssist's sole discretion.

Should MedjetAssist exercise its right to revoke, rescind or cancel a membership, MedjetAssist shall refund the Member a portion of the membership fee prorated based on the remaining term of the membership.

All Diamond Memberships, both new and renewal, are subject to approval by MedjetAssist, whose decision is final. All membership applications and enrollment forms must include accurate information in order to ensure program eligibility. Any false or inaccurate information that would affect a Member's eligibility for MedjetAssist membership is grounds for revocation, cancellation or rescission of the membership.

#### **SERVICES**

Subject to limitations on services described herein, MedjetAssist provides medical, legal and special services to any Member traveling 150 miles or more from his or her Residence Address as defined herein.

A Member's Residence Address is the current home address on file with MedjetAssist (identified by the Member during enrollment unless changed by the Member subsequent to enrollment).

A Member's Home Country is the country of the Member's Residence Address. If a Member's Residence Address changes during the term of the membership, the Member must notify MedjetAssist of the change by phone prior to initial departure on a trip.

Travel assistance information and referrals are available prior to departure or during a trip.

#### WORLDWIDE REPATRIATION

Subject to limitations on services described herein, when a MedjetAssist Member becomes hospitalized as an inpatient due to illness or injury while traveling 150 miles or more from his or her Residence Address as defined herein, MedjetAssist will arrange for medical transportation and repatriation services to the hospital of the Member's choice in the Member's Home Country.

Affiliate aircraft used for the medical transport of MedjetAssist Members are fully equipped intensive care aircraft staffed with specially trained medical teams.

However, if the Member's condition permits, the Member will be transported by scheduled commercial airline, while in the care of a MedjetAssist-authorized medical escort.

#### **Medical Transport Services**

#### A. Availability

MedjetAssist medical transport services are available to any Member who qualifies for medical transport services in accordance with these Rules and Regulations, is hospitalized as an inpatient 150 or more miles from his or her Residence Address, and is accepted as a patient into an available inpatient bed by an admitting physician at the hospital of the Member's choice in the Member's Home Country.

MedjetAssist medical transport services are not available to a Member with mild lesions, simple injuries such as sprains, simple fractures, or mild illnesses that can be treated by local doctors and do not prevent the Member from continuing his or her trip or returning home without medical attention.

Both the originating and receiving hospitals must be accessible by ground ambulance to transport the Member to and from an airfield capable of accommodating MedjetAssist-authorized aircraft (in the case of a medical transport via medically dedicated air transport) or commercial aircraft (in the case of medical transport via commercial airline in the care of a MedjetAssist-authorized commercial medical escort).

Due to the limited medical facilities and testing available on cruise ships, the Member must be admitted to a hospital on shore before scheduling medical transport to another hospital. The timeframe for medical transport is dependent on affiliate aircraft availability, required permits and visas for the respective countries, and any other factors that may be beyond MedjetAssist's control.

Members must have proper documentation to return to their country of residence. MedjetAssist is not responsible for obtaining these documents in the event of a request for transport.

#### B. Commercial Medical Escort Service

MedjetAssist will arrange for medical transport via commercial airline in business class if available in the care of a MedjetAssist-authorized commercial medical escort if: (1) the Member requires continued inpatient hospitalization; (2) the remaining inpatient hospitalization can be completed at a hospital of the Member's choice in the Member's Home Country; and (3) the Member can be returned by commercial airline in the care of a MedjetAssist-authorized commercial medical escort.

One (1) traveling companion may accompany each Member being transported via scheduled commercial airline, at no additional cost, via economy class.

#### C. Medically Dedicated Air Transport Service

MedjetAssist will arrange for medical transport via medically dedicated air transport on a MedjetAssist-authorized aircraft if: (1) the Member requires continued inpatient hospitalization; (2) the remaining inpatient hospitalization can be completed at a hospital of the Member's choice in the Member's Home Country; and (3) the Member is unable to return via commercial airline in the care of a MedjetAssist-authorized commercial medical escort.

One (1) traveling companion may accompany each Member being transported on a MedjetAssist-authorized aircraft during a medically dedicated air transport, at no additional cost, provided space is available and the Member's care will not be compromised.

While MedjetAssist makes every effort to accommodate its Members, due to limited space available on medical aircraft the Member and any accompanying passenger are limited to one small carry-on bag each.

#### D. Transport Criteria

All arrangements for medical transport and repatriation will be made by MedjetAssist. Decisions regarding the urgency of the case, the best timing and the most suitable means of transportation will be made by MedjetAssist after consultation with the local attending physician.

Medical Assessment – MedjetAssist will require a Medical Assessment in order to determine membership benefits and stability for transport. The Medical Assessment requires a consultation between the Member's treating physician, who will provide a final or interim diagnosis that will require continued inpatient hospitalization, and a Medjet physician, who will review and evaluate the treating physician's diagnosis in order to determine the Member's transport requirements.

A Member must be medically stable for medical transport.

Assuming all other medical transport criteria are met, a Member who is initially considered medically unstable for transport to the hospital of the Member's choice in the Member's Home Country may first be transported to the nearest appropriate medical facility for initial stabilization. After this initial stabilization, MedjetAssist will arrange continued transport to the hospital of the Member's choice in the Member's Home Country if the Member continues to meet medical transport criteria.

#### **LIMITATIONS ON SERVICES**

#### 1. General Limitations on Services

MedjetAssist services are not available to a Member if his or her illness or injury is a result of or is contributed to by the following:

- War, invasion or civil war;
- Suicide, attempted suicide or intentional self-injury;
- A Member's own criminal or felonious act;
- A Member's psychiatric disorder;
- A Member's use or abuse of alcohol or drugs as described herein below.

#### 2. Limitations on Medical Transport Services

MedjetAssist Diamond Membership medical transport services are limited to one (1) medical transport per Membership Year.

Due to the high risk of sending registered aircraft and personnel into countries where the United States Department of State has issued travel restrictions, membership services are subject to exclusion in these areas.

MedjetAssist medical transport services are not available to a Member for any injury, illness or condition existing at the time of enrollment where inpatient medical care has already been scheduled or recommended by a health care provider.

A Member traveling outside his or her Home Country for the purpose of seeking medical treatment, whether inpatient or outpatient, experimental or otherwise, is not eligible for MedjetAssist medical transport services for that specific trip.

A Member who is medically discharged from the hospital, or leaves against medical advice and is physically able to travel on his or her own, is not eligible for MedjetAssist medical transport services for the remainder of the Member's trip.

A Member with tuberculosis or other chronic airborne pathogens will not be transported.

Medical transport services will not be provided to any Member who has a diagnosis of, or is suspected of having, a Biosafety Class Level 3 (and above) pathogen as classified by either the Centers for Disease Control and Prevention (CDC) or the National Institutes of Health (NIH).

A Member beyond 12 weeks intrauterine gestation will not be transported, and any Member with any extrauterine pregnancy will not be transported.

Medical transport services will not be provided to any member with a suspected or diagnosed detached retina, whether before or after surgical treatment.

Medical transport services will not be provided in cases where the Member's primary admitting diagnosis is an inpatient psychiatric disorder.

Medical transport services will not be provided to any Member hospitalized as a result of the use or abuse of alcohol or drugs (illicit or prescription), including, without limitation, hospitalization for addiction, withdrawal, or complications of alcohol or drug abuse.

A Member who is hospitalized at the time of enrollment will not be eligible for transport services for that hospitalization.

A Member on an organ transplant list prior to enrollment will not be eligible for transport for that transplant.

#### MEDICAL MONITORING/CONSULTATION

As soon as MedjetAssist is notified of a Member's medical situation, MedjetAssist staff will establish communication with both the family and the local attending medical provider, obtain a full understanding of the situation and begin to monitor the Member's condition. MedjetAssist staff will stay in communication with local medical personnel and relay necessary information to the Member and, upon request, his or her family or employer until the situation is resolved and either the Member is able to resume travel or a medical transport is initiated.

#### **EMERGENCY MESSAGE RELAY**

Members may send and receive emergency messages to and from relatives, friends and business associates toll-free, 24 hours a day through the MedjetAssist staff.

#### MEDICAL REFERRALS

Upon request, MedjetAssist representatives will provide contact information for doctors and hospitals in the area in which the Member is traveling. The Member is solely responsible for the selection and payment of the medical care provider. MedjetAssist makes no representations regarding the qualifications or appropriateness of any medical care provider that is the subject of any referral; such determination shall be solely the Member's responsibility.

#### TELEPHONE INTERPRETATION

Members can receive assistance with foreign-language interpretation over the telephone when they are having difficulty communicating with local medical specialists by calling our toll-free number (800-527-7478) in the U.S., Canada or Caribbean, or calling collect from anywhere in the world (205-595-6626).

#### **LEGAL REFERRALS**

Upon request, MedjetAssist representatives will provide contact information for attorneys in the areas in which the Member is traveling. The Member is solely responsible for the selection and payment of the legal services provider. MedjetAssist makes no representations regarding the qualifications or appropriateness of any legal services provider that is the subject of any referral; such determination shall be solely the Member's responsibility.

#### TRANSPORT OF MORTAL REMAINS

In the event of a Member's death while traveling 150 miles or more away from the registered membership home address, MedjetAssist will arrange and pay for the preparation and return of the Member's remains.

This membership benefit includes:

- Domestic and international paperwork fees
- Preparation of the Member's remains for transport
- Transport container
- Ground and airline transport from the referring funeral home to the funeral home of choice for the Member's remains
- One death certificate

#### **CHANGES**

MedjetAssist reserves the right to change or amend the terms contained in these Rules and Regulations without prior notice. MedjetAssist is solely responsible for the interpretation and application of the terms contained in the Rules and Regulations. All determinations by MedjetAssist shall be final and conclusive.

#### CONSENT TO RECORD COMMUNICATIONS

MedjetAssist, at its discretion, may monitor or electronically record communications between its employees or designated representatives and you as a Member. By enrolling as a Member, you specifically authorize communications involving you and to which you are a party to be recorded and utilized for quality control or other purposes.

#### INTERPRETATION / CHOICE OF LAW / WAIVER OF JURY TRIAL / DAMAGES

The interpretation of the Rules and Regulations is governed by the laws of the state of Alabama, and any dispute between you and MedjetAssist shall be finally resolved by the Courts of the State of Alabama. MedjetAssist and its Members agree to waive their right to trial by jury and agree to waive their right to punitive, exemplary, non-economic and consequential damages. MedjetAssist and its Members' right to recover damages at law are limited to contractual damages only. Damages recoverable by Members are limited to the return of membership fees paid.

#### **ENTIRE AGREEMENT**

The Rules and Regulations constitute the entire agreement between MedjetAssist and you as a Member with regard to their subject matter and supersede all previous understandings and agreements, whether oral or written. The terms of the Rules and Regulations may not be altered, varied or modified in any way except as in writing by MedjetAssist.

#### **PROCEDURES:**

#### **HOW TO CONTACT US**

MedjetAssist Members may call MedjetAssist for assistance 24 hours a day, 365 days a year from around the world through MedjetAssist toll-free telephone numbers, or if necessary, collect from anywhere in the world.

The MedjetAssist Corporate Office and Assistance Center is located at 3500 Colonnade Parkway, Suite 500, Birmingham, Alabama 35243, USA.

## IF HOSPITALIZED WHILE TRAVELING, HAVE THE FOLLOWING INFORMATION AVAILABLE WHEN YOU CALL US:

- 1. Your name and telephone number where we can contact you.
- 2. Member's name.
- 3. Location (City, Country).
- 4. Brief description of medical condition.
- 5. Hospital telephone number.
- 6. Attending physician or medical professional and telephone number.

#### WWW.MEDJET.COM

COLLECT

(Around the world)

205-595-6626

(Call International Operator for Assistance)

**TOLL-FREE** 

(USA & CANADA)

1-800-5-ASSIST

(1-800-527-7478)