



International SOS Visitors USA

The following terms and conditions apply to the International SOS Visitors USA membership program (hereafter "the Program") provided by International SOS Assistance, Inc. (hereafter "Intl.SOS"):

DESCRIPTION OF SERVICES, TERMS & CONDITIONS

IMPORTANT - This membership program is available only to foreign visitors to the U.S.A. who are granted a visa for study, exchange or training purposes. The program is subject to the compliance with applicable visa and immigration regulations. Intl.SOS services shall not be available to any person or institution found to be in contravention of these regulations or holding other types of visas.

This document together with the General Conditions and any endorsements attaching thereto shall be read as a whole and no modifications shall be valid except those acknowledged in writing by Intl.SOS. All provisions contained in this document shall extend to and be binding upon the parties and their respective heirs and/or successors.

DEFINITIONS

General Condition

Shall mean this document, and any endorsements or modification hereto, which describes the Intl.SOS Services and which outlines the terms under which they will be provided to Members. The documents shall be read as a whole and no modifications shall be valid except those acknowledged in writing by Intl.SOS.

Expatriate/Extended Stay Travelers

Shall mean Members who are in permanent or temporary residence for separate periods in excess of 90 days or who spend more than 180 days per year in total outside their Principal Country of Residence.

Travelers

Shall mean Members to whom Services will be provided when on a temporary trip, which shall be limited to 90 days, to a destination which is more than 100 miles from home, or outside the Principal Country of Residence with pre-assigned ticketing.

Principal Country of Residence

Shall mean that country in which the Members have their permanent home, and as shown on the Members' passport. Immediate Family assume the nationality of the Members for the purposes of this document. In the event of dual nationality, Members must elect only one nationality for the purposes of this document.

Members

Shall mean those persons to whom Services shall be provided under this document.

Family

Shall mean Member, spouse, and dependent children up to the age of 18, or dependent children up to the age of 21 if a full time student.

Illness

Shall mean any sudden and unexpected deterioration of health certified by a competent medical authority, which in the opinion of the Intl.SOS Physician is life threatening, or which if not treated appropriately may result in permanent health impairment. The Members' physical location and the availability of appropriate medical care facilities will be taken into consideration.

Accident

Shall mean any sudden or unexpected and violent event which may befall the Members, other than any intentionally self-inflicted injury, which in the opinion of the Intl.SOS Physician is life threatening or which, if not treated appropriately, may result in a permanent health impairment. The Members' physical location and the availability of appropriate medical care facilities will be taken into consideration.

Intl.SOS Physician

Shall mean the physician employed by the Intl.SOS Alarm Centers throughout the world. Intl.SOS Physicians are responsible for determining, in conjunction with the local attending physician, the medical need for emergency transportation or alternative medical action.

Intl.SOS Services

Shall mean the services provided to Members as described in the General Conditions.

Intl.SOS ASSISTANCE SERVICES

MEDICAL ASSISTANCE

Medical Referral Information & Assistance

Intl.SOS will provide referral information to Members regarding local doctors and/or addresses and phone numbers of hospitals.

24-Hour Worldwide Medical Information and

Assistance

Intl.SOS will provide pre-trip referral information on countries and regions to be visited, including local English-speaking doctors and/or addresses and phone numbers of hospitals.

If local facilities cannot be contacted, or if a second opinion is required, Intl.SOS Physicians may be contacted through the Alarm Centers to provide a medical evaluation.

It must be noted that a telephone conversation, even with the local attending physician, cannot establish diagnosis and must be treated as advice only.

Hospital Deposit Guarantee

Intl.SOS will either guarantee or wire required emergency hospital admittance deposit up to \$1,000 subject to Intl.SOS first obtaining valid credit authorization from the Member or family member's credit card.

Medical Monitoring

Intl.SOS will monitor Member's condition when hospitalized and will provide ongoing updates to the Member's family and/or trip sponsor.

Dispatch of Physician

When Intl.SOS determines that a Member's condition cannot be adequately assessed to evaluate the need for evacuation, Intl.SOS will dispatch a doctor or specialist to the Member's location.

Evacuation and/or Repatriation

If the Member suffers a serious Accident or Illness requiring immediate treatment and adequate medical facilities are not available, Intl.SOS will organize and will pay for transportation charges of an emergency evacuation by whatever means medically necessary to the nearest facility capable of providing adequate care. The cost of evacuation is indemnified up to \$25,000 per event.

Medical considerations, the degree of urgency, the state of the Member and fitness to travel, and other relevant circumstances including, but not limited to, airport availability, weather conditions and distance to be covered, will determine whether transport will be provided by private medically equipped aircraft, helicopter, regular scheduled flight, rail or road. All Intl.SOS transportation is carried out under constant medical supervision, unless otherwise agreed by the Intl.SOS Physician.

The decision as to the necessity for an evacuation/repatriation and the means of transport will be made by the Intl.SOS Physician in consultation with the local attending physician.

Medically Supervised Repatriation

If following a medical evacuation, the Intl.SOS Physician, in consultation with the local attending physician, determines that treatment should continue at a medical facility in the Member's Principal Country of Residence following stabilization, Intl.SOS will organize and pay for the repatriation, usually by scheduled flight. The cost of repatriation is indemnified up to \$10,000 per event.

The decision as to the necessity for an evacuation/repatriation and the means of transport will be made by the Intl.SOS Physician in consultation with the local attending physician.

Repatriation of Mortal Remains

In the event of the death of the Member, Intl.SOS will assist with the necessary formalities and will pay for repatriation of the mortal remains, to such location as may be selected by the Members legal personal representative. The cost of repatriation is indemnified up to \$10,000 per event.

PERSONAL ASSISTANCE

Embassy and Consular Information

Intl.SOS will provide Members with contact information for embassies and consulates worldwide.

Lost Document Assistance

Intl.SOS will assist with obtaining replacements if a Member loses important travel documents while traveling - e.g. passport, credit cards.

Legal Referral

Intl.SOS will provide referral to legal services for a Member when required in criminal and civil cases while abroad. Intl.SOS will provide referral to legal consultation and representation throughout the world. Legal fees incurred, together with any fines imposed are not covered, and are the responsibility of the Member. Assistance will also be provided in obtaining bail bonds in those areas where such bonds are customarily issued. The Member is responsible for all contracted legal fees.

Emergency-Message Transmission

Intl.SOS will receive and transmit emergency messages between the family and Member.

Translations and Interpreters

Intl.SOS will provide personal emergency telephone translation services through the 24-hour worldwide Intl.SOS Network, as well as referrals to interpreter services in the event of a medical emergency. A fee is charged if personal presence or customized services are required.

CONDITIONS OF SALE Applicable to all Travelers

This agreement is subject to the special conditions that the Members will not begin any trip contrary to medical advice, or with the intention to obtain medical treatment, or after a terminal prognosis has been made unless prior written approval has been sought and obtained from Intl.SOS prior to the commencement of the trip. This agreement is subject to the special conditions that the Members are in a good state of health at the time the membership begins and that there are no known medical conditions in existence which require emergency transportation by Intl.SOS.

ELIGIBILITY REQUIREMENTS

The Membership Application is documentation of your enrollment in the program with International SOS Assistance, Inc. provided the Membership Fee has been paid. Membership begins at 12:01 AM on the effective date of the coverage and continues to the expiration of period for which the fee has been paid, whenever you are at least 100 miles away from your location of permanent residence. Only Members named on the Membership Application and paid for are covered by our services.

PAYMENT OF SUBSCRIPTION FEES AND REIMBURSEMENTS

- All initial and supplemental subscription fees are due and payable on or before the commencement date. Intl.SOS shall have no obligation to render services hereunder unless subscription fees have been paid in full.
- 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.

- Subscription fees 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.
- The Member's obligation to pay subscription fees & Reimbursements shall not be contingent on the outcome of any insurance or third party claim.
- Membership fees are not refundable except upon receipt of notification fourteen (14) days before the commencement of the membership period.
- Membership programs are not transferable.
- Upon termination, Intl.SOS shall continue to render services initiated before the termination date. The Member shall pay for such services in accordance with costs and fees determined by the Intervention.

GENERAL PROVISIONS

1. The Member must take reasonable care to prevent accident, injury or illness.
2. Newborns need to be notified to Intl.SOS within three months after birth in order to be accepted for Membership without charge up to the next renewal date following birth. From the renewal date following birth the appropriate membership fees will become due.
3. Fraud, misstatement, or concealment in the statements made by, for, and on behalf of the Member prior to or when effecting this Membership, or any fraudulent claim hereunder shall render the Membership null and void and all benefits, indemnities, and services shall be forfeited.
4. Member or Member's family may be required to sign a form authorizing Intl.SOS to proceed with the evacuation or repatriation.
5. In the event of disagreement both parties agree that the provisions of this document and all rights and obligations hereunder shall be interpreted under the laws of Pennsylvania, and jurisdiction shall be in the courts of Pennsylvania.
6. Legal action against Intl.SOS arising from this agreement shall be barred unless written notice thereof is received by Intl.SOS within one year from the event giving rise to such legal action.

LIMITATIONS

1. Intl.SOS cannot be held responsible for failure to provide services and for delays, if caused by acts of God, strikes, or conditions beyond its control, including but not limited to, flight conditions or where rendering its services are prohibited or delayed by local laws or regulatory agencies. Intl.SOS shall notify the Member of any event likely to cause such failure or delay as soon as reasonably practicable.

2. Intl.SOS retains the medical discretion to limit each Member to one emergency evacuation and/ or repatriation attributable to any single medical condition of a Member during the term of the Membership.
3. The advance of hospital deposits and emergency funds may require the Member to guarantee such funds by valid credit authorization.
4. The Member expressly acknowledges and agrees that Intl.SOS may utilize the services of third parties who are not employees or contractors of Intl.SOS, and that Intl.SOS may have a limited ability to control and monitor the actions of such parties during the performance of Services. Intl.SOS utilizes prudent professional criteria in the selection of its correspondents but shall not be liable for their acts or omissions.
5. Intl.SOS cannot accept any liability for any malpractice in relation to the performance of a physician or attorney who is not an Intl.SOS employee.

EXCEPTIONS

Under the following circumstances, the costs of rendering emergency assistance services will not be borne by Intl.SOS. However, Intl.SOS will undertake to assist the Member on a fee-for-service basis, subject to the provisions of appropriate financial guarantees by the Member.

1. Services rendered without the authorization and/or intervention of Intl.SOS.
2. The provisions of Services which are not specified in this document or during a period for which payment is not received.
3. Costs which would have been payable if the event giving rise to the intervention of Intl.SOS had not occurred.
4. A. Cases of minor illness or injury which in the opinion of the Intl.SOS Physician can be adequately treated locally, and which do not prevent the Member from continuing his/her travels.
B. Expenses incurred where the Member, in the opinion of the Intl.SOS Physician, can travel sitting as an ordinary passenger without a medical escort.
C. Situations where a trip was specifically undertaken with the intention of obtaining medical treatment.
D. Cases related to childbirth or pregnancy, unless unexpected complications arise which endanger the life of the mother and/or unborn children.
5. (For Travelers) Situations in which the Member was under medical treatment at the time of commencing his/her trip and the costs incurred were relevant to that treatment, or if said trip was undertaken against medical advice.
(For Expatriates/Extended Stay Travelers) Situations related to a medical condition which exists or is under treatment at the commencement of Membership unless agreement has been sought and obtained in writing by Intl.SOS.
6. Cases related to psychiatric conditions/diseases for which the member is receiving treatment, medication

- or supervision at the commencement date of the Membership, or at the start of any subsequent trip.
7. Expenses arising from intentionally inflicted self-injury or illness, alcohol, drug or substance abuse, or self-exposure to needless peril (except in an attempt to save human life).
 8. The Member exercising any form of work known to be hazardous in connection with any business, trade or profession unless agreement has been sought and obtained in writing by Intl.SOS.
 9. The Member engaging in any form of aerial flight except as passenger on a scheduled airline or licensed charter aircraft over an established route.
 10. Racing, rallying, caving, rock climbing, or mountaineering normally involving the use of ropes and guides, parachuting, bungee jumping, martial arts, or any organized sports undertaken on a professional or sponsored basis.
 11. The commission of, or the attempt to commit, an unlawful act.
 12. Expenses incurred as a result of the Member engaging in active service in the armed forces of any nation. Active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrection.
 13. Any consequence or loss which is a direct result of nuclear reaction or radiation.
 14. 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, including but not limited to expenses in any way caused or contributed to by an Act of Terrorism.

SUBROGATION AND SUBSIDIARITY

It is noted and agreed that the primary purpose of this Membership is the provision of Services to Members when involved in a medical emergency. If the Services provided by Intl.SOS are covered in whole or in part by an insurance policy or other health plans, Intl.SOS shall only be responsible for those costs which cannot be recovered by the Member under the said insurance policy or health plans.

Intl.SOS may at any time and at their own expense and without prejudice to this Membership take proceedings in the name of the Member to obtain compensation or secure an indemnity from any third party in respect of any loss or injury caused by such third party giving rise to the provision of Services under this Membership.

These terms and conditions are subject to change without notice.

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