



The world's only Prepaid Emergency Assistance Program that includes a one-year "FAMILY-FIRST SATISFACTION GUARANTEE" for services rendered.



For Emergencies Always Dial 911

Always have your Member Access Card number ready when calling Global Medevac, LLC (Global Medevac).

Any request for emergency services shall be coordinated by Global Medevac together with the Member's attending Physician and/or the Global Medevac Medical Director.

For Emergencies Always Dial 911

**Global Medevac Emergency Access & International Toll Free:
1-833-GET-MVAC (1-833-438-6822) or Collect 1-512-277-7560**

Always give your name, location, and telephone number where you can be reached. If you are incapacitated and cannot call Global Medevac, please instruct a designated family member, friend, first responder or hospital employee to call Global Medevac on your behalf.



THE GLOBAL MEDEVAC MEMBERSHIP AGREEMENT

This Membership Agreement (hereinafter called the "Agreement") with GLOBAL MEDEVAC contains our commitment to provide services to you and your family members (our Members) based upon the terms and conditions listed below.

**TO ACCESS GLOBAL MEDEVAC SERVICES CALL
1 -833-GET-MVAC (1-833-438-6822) OR COLLECT 1-512-277-7560**

Upon receipt of membership fees from you to Global Medevac, we will provide emergency assistance services to you and your family members, if applicable, during the term of coverage, subject to the conditions and limitations set forth below.

GLOBAL MEDEVAC PREMIER PLAN BENEFITS AND SERVICES

Following the payment of the membership fee Global Medevac will provide the following services at no additional cost to its Members:

- 1. Medical Evacuation and Emergency Air Transportation*** Global Medevac agrees to provide Medical Evacuation and Emergency Air Transportation services should the Member suffer a Serious Illness or Injury as described in the Agreement that requires transportation by air, of that sick or injured Member in need of specialized treatment not available at the attending Medical Facility, to the nearest and best Medical Facility capable of providing such specialized treatment when the Medical Facility is more than one hundred (100) air miles from the point of departure. Global Medevac provides medically equipped fixed-wing aircraft for medical transports or, if appropriate, commercial air carrier, depending upon the medical status of the Member. Global Medevac will provide air ambulance transportation upon confirmation from an attending Physician and the Global Medevac Medical Director that the Member is Seriously Ill or Injured and is in need of Medical Evacuation or Emergency Air Transportation.
- 2. Emergency Helicopter Transportation**** Global Medevac shall cover the "out-of-pocket costs" or shall provide medical Emergency Helicopter Transportation as described in the Agreement should the Member suffer a Serious Illness or Injury that requires transport by an Emergency Helicopter for that Member to the nearest appropriate Medical Facility capable of providing the required medical treatment. Emergency Helicopter Transportation shall be provided anywhere in the United States and Canada.
- 3. Emergency Ground Ambulance Transportation**** Global Medevac shall cover "out-of-pocket costs" or shall provide Emergency Ground Ambulance Transportation for a Member from the Member's Residence or the site of a Serious Illness or Injury to the nearest appropriate Medical Facility that can provide the needed emergent medical needs for the Member. In addition, Emergency Ground Ambulance Transportation shall be provided from a Medical Facility that is unable to meet the Member's emergent medical needs to the next nearest Medical Facility that can provide the necessary emergent procedures. Emergency Ground Ambulance Transportation shall be provided anywhere in the United States and Canada.
- 4. Medical Repatriation*** If a Member is hospitalized in a Medical Facility more than 100 air miles from his/her Residence and the treating Physician along with the Global Medevac Medical Director determines it is feasible or medically necessary to transfer the Member to a Medical Facility nearer to the Residence to recuperate in familiar surroundings, Global Medevac hereby agrees to provide air transport for the Member either by air ambulance or commercial air carrier depending on the medical condition of the Member.

- 5. Paramedic Assisted Commercial Flights*** If the Member is hospitalized in a Medical Facility more than 100 air miles from his/her Residence and if the Global Medevac Medical Director and the Member's attending Physician at the Medical Facility deem it medically appropriate, Global Medevac will provide a Paramedic to assist the Member on a first class commercial flight, purchase the Member's airfare, and if applicable, purchase the airfare for the Member's Spouse to transfer the Member from that Medical Facility to a Medical Facility nearer the Member's Residence.
- 6. Commercial Upgrade*** Should a Member need specialized medical treatment not available locally, Global Medevac will reimburse a coach fare roundtrip regularly scheduled airline ticket if the Member is admitted on an In-Patient basis to a Medical Facility that is at least 100 air miles from the point of departure and the Member submits supporting medical documentation for the need of the specialized treatment.
- 7. Return Transportation*** Global Medevac shall provide transportation for the Member by commercial air carrier (coach fare) to the point of origin after Medical Evacuation and Emergency Air Transportation (Service #1), anywhere in the United States, Canada, Mexico, the Caribbean and the Bahamas or to any commercial airport chosen by the Member that is as close or closer than the point of origin. Additionally, Global Medevac shall provide commercial air carrier (coach fare) to the commercial airport nearest the Member's Residence from anywhere in the United States, Canada, Mexico, the Caribbean and the Bahamas following In-Patient Medical Facility confinement at least 100 air miles from Member's Residence.
- 8. Visitor Transportation*** When a Member is hospitalized more than 100 air miles from his/her Residence for more than five (5) consecutive days, or at the discretion of Global Medevac, the Member may select one family member or friend to attend during the confinement. Upon being notified of such selection, Global Medevac will provide round-trip commercial air carrier (coach fare) for the person so selected from the commercial airport nearest their home or usual place of residence to the commercial airport nearest the Medical Facility where the Member is confined.
- 9. Escort Transportation*** Should the Member require Medical Evacuation and Emergency Air Transportation or Medical Repatriation (Services #1 & #4) as described above, Global Medevac will also provide transportation for the Member's Spouse, family member or companion to accompany the sick or injured Member in flight, subject to space available, as determined by the chief pilot or medical crew and subject to the well-being and safety of the Member/Patient.
- 10. Minor Grandchildren and Minor Great Grandchildren Return*** When Minor Grandchildren or Minor Great Grandchildren are left unattended as a result of a Member utilizing Medical Evacuation and Emergency Air Transportation, Emergency Helicopter Transportation, Emergency Ground Ambulance Transportation, Medical Repatriation, Paramedic Assisted Commercial Flights or Mortal Remains Transport (Service #1, #2, #3, #4, #5 or #12), Global Medevac will provide one way commercial air transport (coach fare) for the return of Minor Grandchildren or Minor Great Grandchildren to the commercial airport nearest the Member's place of Residence or the parent's place of residence. A qualified attendant will also be provided by Global Medevac to accompany such Minor Grandchildren or Minor Great Grandchildren enroute back to their home, in the event that the Minor Grandchildren or Minor Great Grandchildren require such attention.
- 11. Vehicle Return*** Global Medevac agrees to provide Vehicle Return service for ground vehicles such as cars, vans, motorcycles, travel trailers, or motorhomes with vehicle in tow owned or rented by the Member when Serious Illness or Injury or death requires the use of one of the following services Medical Evacuation and Emergency Air Transportation, Medical Repatriation, Paramedic Assisted Commercial Flights, Return Transportation, or Mortal Remains Transport (Services#1, #4, #5, #7 and #12) provided by Global Medevac. The vehicle must be in a condition of being safely operated on the highway and will be delivered to the Member's Residence anywhere within the United States and Canada. Only one (1) vehicle, which includes vehicle in tow, shall be returned per incident of illness, injury or death. Global Medevac will bear the cost of fuel, oil and bonded driver to perform such Vehicle Return. If Global Medevac is providing the bonded driver, passengers and pets will not be allowed. The Member will bear the cost of any repair due to mechanical breakdown enroute.

Alternatively, the Member can designate a person of choice to perform such Vehicle Return. Upon Global Medevac approval, Global Medevac will provide the cost of a one-way commercial air transport (coach fare) to the commercial airport nearest the accident, illness, hospitalization, death or injury and will reimburse the cost of fuel, oil and tolls to perform the Vehicle Return. The Member must submit all supporting documentation to receive Reimbursement.

- 12. Mortal Remains Transport*** In the event of the death of any Member at a location more than 100 air miles from his/her Residence, Global Medevac will provide for payment of the regularly scheduled commercial carrier air waybill for the Member's remains to the commercial airport nearest his/her Residence. If the place of Residence has changed, it must be reported to Global Medevac in writing in advance of the event leading up to the death of the Member. Additionally, if a Member is eligible for Mortal Remains Transport, Global Medevac shall transport the Member's remains to a different location in the United States as chosen by a family member if the cost is the same or less than the cost of a transport to the Member's original Residence.

At the time of enrollment, the Member may elect to purchase, at an additional cost, an Alternative Burial Address different than the Member's Residence. If purchase has been selected by the Member, Global Medevac will provide for payment of the regularly scheduled commercial carrier air waybill to the commercial airport nearest the Alternative Burial Address.

- 13. Spouse Return*** Global Medevac will prepay a one-way commercial air carrier (coach fare) for the Spouse on the membership to the commercial airport nearest to the Residence should the services for Medical Evacuation and Emergency Air Transportation, Medical Repatriation, Paramedic Assisted Commercial Flights, Return Transportation or Mortal Remains Transport be utilized (Services #1, #4, #5, #7 or #12).
- 14. Organ Retrieval**** Global Medevac hereby agrees to provide air transportation of an organ to be used in an organ transplant procedure required by the Member. This retrieval service will provide air transport of a heart, heart/lung, liver, kidney, lung or pancreas anywhere in the United States and Canada.
- 15. Organ Recipient Transportation**** Global Medevac hereby agrees to provide air transportation by either private charter, an air ambulance or scheduled common air carrier depending on the medical condition of the Member with the advisement of the treating Physician along with the Global Medevac Medical Director. Upon advisement, Global Medevac will provide transport to the commercial airport nearest the Medical Facility of the organ transplant procedure for the Member recipient and one family member, subject to space available, as determined by the chief pilot and medical crew subject to the welfare and safety of the patient upon use of transport provided by Global Medevac.
- 16. Pet Return*** Global Medevac hereby agrees to return the Member's dog, cat or smaller animal, with a limit of two pets per incident and two pet returns per membership year, should the Member utilize Medical Repatriation, Paramedic Assisted Commercial Flights, Return Transportation or Mortal Remains Transport (Services #4, #5, #7 or #12) provided by Global Medevac. Pet Return on an air ambulance arranged by Global Medevac will only be allowed with the pilot's consent. Should the Pet Return be performed on a regularly scheduled commercial carrier (coach fare) after the Member's In-Patient discharge, the Pet Return will be subject to airline rules and regulations which may require a health certificate. Global Medevac is not responsible for the pet's illness, injury or death during the return.
- 17. Worldwide Coverage** Coverage shall be extended to a worldwide basis for Medical Evacuation and Emergency Air Transportation, Medical Repatriation, Paramedic Assisted Commercial Flights, Return Transportation, Escort Transportation, Mortal Remains Transport and Spouse Return (Services #1, #4, #5, #7, #9, #12 and #13), provided that notice is received by Global Medevac in writing of the Member's intent to travel outside the Basic Coverage Area (United States, Canada, Mexico, the Bahamas and the Caribbean) by the Agreement at least 10 days prior to travel dates. A written itinerary of travel destinations and dates must be included. Notice must be provided by either certified mail with return receipt, confirmed email, or faxed notice with confirmation to provide proof of delivery of notice. Global Medevac will allow up to ninety (90) days per trip. Additional coverage can be purchased at a price to be determined by Global Medevac on a case by case basis as determined by the location(s) to which the Member is traveling. Coverage outside the Basic Coverage Area will only be provided when Global Medevac issues a written confirmation for the Member's trip. Worldwide Coverage is not available in Cuba, North Korea, Antarctica and Iran. Additionally, Worldwide Coverage will be limited to the discretion of Global Medevac when the Member is traveling to those countries having severe state department warnings.
- 18. Global Medevac Concierge Service** Global Medevac understands that not all travel contingencies can be anticipated by a Member when traveling, especially when emergencies arise. As part of Global Medevac's complete service's package, Global Medevac will provide a wide range of vital Concierge Services to meet our Member's unanticipated travel needs. Accordingly, Global Medevac will assist with the following:
- Worldwide Medical Referrals* - Our Global Medevac Coordinator will assist with providing the traveling Member referrals to local medical professionals and/or other health care providers. Fees and costs charged by the referred doctors and/or other health care providers will be the Member's responsibility.
- Legal Referrals* - Our Global Medevac Coordinator will provide the traveling Member with names, addresses and telephone numbers for local lawyers and/or other legal professionals. If further legal assistance is needed, you will be referred to an attorney in the appropriate geographic area. Fees and costs charged by the referred attorney will be the Member's responsibility.
- Lost Luggage Assistance* - Our Global Medevac Coordinator will assist with the tracking of luggage lost in transit. If the luggage cannot be recovered, Global Medevac will assist our Member with locating replacements. Fees and costs to replace lost luggage will be the Member's responsibility.
- Translation Services* - Our Global Medevac Coordinator will assist with foreign language translation assistance over the telephone or up to one-page translations submitted via fax when our member is in need of emergency transport services or the Mortal Remains Transport service is utilized. If necessary, our Global Medevac Coordinator will also provide referrals to translators and interpreters. All fees for such services are your responsibility unless otherwise authorized by Global Medevac or related to an emergent transport or death of our Member.
- Emergency Travel Arrangements* - In an emergency, our Global Medevac Coordinator will assist with changing airline, hotel or car rental reservations as necessary. Any fees associated with this service will be charged to the Members credit card at the time of service.
- Replacement of Lost or Stolen Travel Documents (Passport & Visa Services)* - Our Global Medevac Coordinator will assist with the replacement of U.S. passport and U.S. VISA documents from U.S. authorities for a travelling Member. Fees and costs charged by Document Services will be the Member's responsibility.

Emergency Message Relay – Our Global Medevac Coordinator will assist with relaying emergency messages to a traveling Member’s family. Global Medevac shall use means reasonably available to ensure transmission of such messages.

Monitoring of Treatment - In an emergency, Our Global Medevac Coordinator will assist with monitoring the Member’s condition while hospitalized and provide ongoing updates to the Member’s family. Depending upon the medical and/or geographic situations, Global Medevac may retain the advice and assistance of licensed consulting physicians/nurses and/or other medical professionals with relevant areas of expertise to assist in the monitoring of the Member’s condition.

Global Medevac, to the best of its ability, will try to accommodate the needs of the Member and the Member’s family to address these unanticipated travel issues subject to the ability of Global Medevac to perform these services in a reasonable manner. Additionally, Global Medevac is not responsible for costs of the before mentioned Global Medevac Concierge Services unless otherwise authorized by Global Medevac. The Member understands that the Global Medevac Concierge Services are provided as a courtesy only and that Global Medevac shall not be responsible to the Member if it is unable to perform any of the Global Medevac Concierge Services.

19. Transportation to Rehabilitation Centers, Skilled Nursing and Hospice Settings Global Medevac agrees to pay transportation expenses to Rehabilitation Centers, Skilled Nursing Centers and to Hospice settings in an amount not to exceed \$250 per year per Member. Travel must be initiated from In-Patient Medical Facility care and must be ordered by the treating Physician or Medical Facility social worker. Transport must be made by ground ambulance or other medical vehicle subject to Global Medevac approval and done in the United States.



GLOBAL MEDEVAC PREMIER PLUS LIFETIME PLAN (Optional Coverage)

In addition to the above listed Premier Plan Services (#1-#19), for an additional fee as set forth on the Enrollment Application, Global Medevac shall provide the following Premier Plus LIFETIME Services:

20. Minor Grandchildren and Minor Great Grandchildren Emergency Services* Should the Member’s Minor Grandchildren or Minor Great Grandchildren be in the care of the Member at the Members Residence they will be provided Medical Evacuation and Emergency Air Transportation, Emergency Helicopter Transportation and Emergency Ground Ambulance Transportation (Services #1, #2 & #3) as defined in the Agreement. Further, should the Member’s Minor Grandchildren or Minor Great Grandchildren be travelling with the Member 100 air miles from Member’s Residence they will be provided Medical Evacuation and Emergency Air Transportation, Emergency Helicopter Transportation, Emergency Ground Ambulance Transportation, Medical Repatriation, Paramedic Assisted Commercial Flights, Return Transportation, and Mortal Remains Transport (Services #1, #2, #3, #4, #5, #7 & #12) as defined in the Agreement.

21. Travel Expense* In the event the Member should require Medical Evacuation and Emergency Air Transportation, Visitor Transportation, or Escort Transportation (Services #1, #8, or #9), Global Medevac will reimburse travel expenses of the Member or visitor if applicable (hotel, meals and public transportation) in an amount not to exceed \$500.00.

22. Worldwide Emergency Ground Ambulance/Helicopter In accordance with Worldwide Coverage (Service #17), International Emergency Ground Ambulance/Helicopter shall be provided on a Worldwide Coverage basis. Global Medevac agrees to reimburse International Emergency Ground Ambulance/Helicopter transportation to the nearest Medical Facility not to exceed \$250 per year per Member. The Member agrees to submit the claim containing supporting documentation from the Emergency Ground Ambulance/Helicopter provider including a valid invoice and receiving Medical Facility documents for the International Emergency Ground Ambulance/Helicopter transfer in order to receive reimbursement.

23. Terminally Ill Transportation Global Medevac hereby agrees to provide Air Medical Services, should the Member be terminally ill and admitted into a Medical Facility, from any location in the United States to the Suitable Airport closest to the Member's Residence in the United States, provided, however, that the flight destination must be more than 100 air miles from where the Member is admitted. Furthermore, flights will not be made from the Member's Residence to another location and the Member must be sufficiently stable to likely survive the flight as defined in DEFINITIONS, Paragraph 5.

*Medical Evacuation and Emergency Air Transportation, Medical Repatriation, Paramedic Assisted Commercial Flights, Commercial Upgrade, Return Transportation, Visitor Transportation, Escort Transportation, Minor Grandchildren and Minor Great Grandchildren Return, Vehicle Return (There are limitations for Vehicle Returns to and from Mexico and Canada), Mortal Remains Transport, Spouse Return, Pet Return, Minor Grandchildren and Minor Great Grandchildren Emergency Services and Travel Expense will be provided in the Basic Coverage Area (subject to local laws, plus availability). In addition, Global Medevac will return rental vehicles to the local rental agencies in the Caribbean (same island). Services are not available in Cuba, Antarctica, Iran or North Korea.

**Emergency Helicopter Transportation, Emergency Ground Ambulance Transportation (Except as described in Worldwide Emergency Ground Ambulance/Helicopter (Service #22)), Organ Retrieval and Organ Recipient Transportation will only be provided anywhere in the United States and Canada.



DEFINITIONS

1. **“Medical Evacuation and Emergency Air Transportation”** is defined to mean travel from a Suitable Airport nearest the Medical Facility where the Member is hospitalized, to a Suitable Airport nearest the Medical Facility necessary, by “fixed wing” medically equipped air transport or by commercial air carrier.
2. **“Emergency Helicopter Transportation”** is defined to mean travel from the site of an accident or illness to the nearest appropriate Medical Facility capable of attending to the Member's needs, by “rotary blade” medically equipped air transport. Emergency Helicopter Transportation is available at the discretion of Global Medevac, except in a medical emergency and, if provided, it shall be offered instead of, and not in addition to, “Medical Evacuation and Emergency Air Transportation”.
3. **“Air Medical Services”** is defined to mean regularly scheduled commercial flights or Air Ambulance transport with rated pilots; rated registered nurses, paramedics trained in critical care to support patient care, medical equipment, medication essential for routine and emergency in-flight care, under the guidance of a medical advisory team headed by a medical director or head nurse and includes air to ground communication capabilities.
4. **“Basic Coverage Area”** is defined to mean the contiguous United States, Alaska, Hawaii, Canada, Mexico, the Bahamas and the Caribbean islands.
5. **“Serious Illness or Injury”** is defined to mean a medical condition which by customary practice in the medical profession is considered to warrant transport to a facility medically appropriate to the situation. Warranted transport requires the recommendation of the attending Physician and agreement with Global Medevac's Medical Director that the flight is in the best interest of the Member/patient and that the Member/patient is in a condition sufficiently stable for the flight. Members diagnosed by their treating Physicians as terminally ill shall not be automatically eligible for recuperative air ambulance transportation flights by fixed wing aircraft. Each case involving a terminally ill Member shall be evaluated in detail by the Global Medevac Medical Director and the decision of flight eligibility shall be determined on a case by case basis depending on relevant medical criteria including, but not limited to life expectancy and medical stability of the Member/patient.
6. **“Medical Facility”** is defined to mean a facility licensed and operated according to the laws pertaining to hospitals, which maintains the facilities necessary to provide for the diagnosis, major surgical intervention and treatment of injury and sickness by or under the supervision of Physicians on an In-Patient basis with continuous twenty-four (24) hour nursing services. Medical Facility does not include physical rehabilitation centers, skilled nursing centers or hospice settings, even if they are otherwise contained within a hospital.
7. **“Member”** is defined to mean a person who (a) makes application for enrollment in Global Medevac and whose enrollment and service fees have been received at the Global Medevac Home Office, and (b) becomes and remains a Member in good standing. The Spouse and Children, as defined herein, of a Member shall be included in the term “Member” for purposes hereof if, and only if, the Member applies for Family Coverage and the required service fee is paid. Change in family status must be recorded with Global Medevac prior to any injury, illness, hospitalization, death or other incident that activates the provision of services. Changes will be effective upon receipt of a written confirmation by Global Medevac.
8. **“Residence”** is defined to mean the address on the application, provided by the applicant and family. Should a request of residence change be made, Member must do so by certified mail return receipt requested, or by confirmed fax or email to the Global Medevac Home Office. Change of residence must

be received by Global Medevac prior to any injury, illness, hospitalization, death or other incident that activates the provision of services. Changes will be effective upon receipt of a written confirmation by Global Medevac.

9. **“Spouse”** is defined to mean a person to whom a Member is legally married or has a Life Partner relationship living in the same household for at least one year.
10. **“Children”** is defined to mean a Member's dependent children, legally adopted dependent children and dependent step-children of the Member and children for whom the Member (or Spouse) has been appointed legal guardian by a court of competent jurisdiction provided such children are chiefly dependent upon the Member from birth through the last day of the month in which such children attain age 26. Children born or adopted in the coverage period shall be covered, provided written notification is sent to the Global Medevac Home Office and provided any additional Member service fees, if due, are paid.
11. **“Minor Grandchildren and Minor Great Grandchildren”** is defined to mean a Member's dependent Grandchildren and dependent Great Grandchildren, legally adopted dependent Grandchildren and dependent Great Grandchildren and dependent Step-Children of the Member's own Children provided such Children reside with the Member or the Member's own Children and are chiefly dependent upon the Member or the Member's own Children for support and maintenance from birth through the last day of the month in which such Grandchildren or Great Grandchildren attain age 26.
12. **“Single coverage”** is defined to mean coverage for an individual Member under the Agreement.
13. **“Family coverage”** is defined to mean coverage for a Member, his/her Spouse and their Child(ren), who are dependents under the Agreement. Family coverage is also extended to include Minor Grandchildren and Minor Great Grandchildren who are within the physical control or custody of Member while visiting or living with said Member. Grandchildren and Great Grandchildren are not otherwise eligible for benefits if an illness or injury occurs or is diagnosed at a time other than when Grandchildren and Great Grandchildren are within the physical control or custody of Member.
14. **“Physician”** is defined to mean a duly licensed Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.).
15. **“Suitable Airport”** is defined to mean an airport of such location, construction and facilities to safely accommodate the landing, ground service and maintenance requirements, and take-off of the fixed-wing aircraft assigned by Global Medevac.
16. **“In-Patient”** is defined to mean as an admission into a Medical Facility for at least twenty-four continuous hours. Emergency room and out-patient visits are not considered In-Patient hospitalization.
17. **“Caribbean”** is defined as the region consisting of the Caribbean Sea, its islands (including the West Indies).
18. **“Out-Of-Pocket Costs”** are costs incurred by the member after an unanticipated emergency medical transport billed to the member by the emergency medical transportation provider who conducted the transport. The costs associated with the member's transport will be submitted to Global Medevac for review and verification by the member after all other appropriate insurance claims have been extinguished and have been applied to the member's liability incurred from the medical emergency transport. Global Medevac Membership will not be considered as, used for, or applied to the member's emergency transport cost liability as the primary obligor (or secondary obligor coverage, or supplemental obligor coverage, or similar) payer for emergency transport fees. Global Medevac's membership coverage's sole purpose is to cover the member for costs associated with emergency medical transportation outside of the member's insurance coverages and will cover the member at a reasonable and customary level based on typical post insurance collections expectations of the medical transport provider.



GENERAL PROVISIONS

1. **Identification** - Global Medevac hereby agrees to provide the Member with an identification card bearing the assigned Member Number. Such card and other forms of identification should be carried by the Member at all times to provide proof of the right to services under the Agreement.
2. **Access of Services** - All arrangements for transportation or services under this Agreement must be made by Global Medevac. The Member agrees to notify Global Medevac promptly of the need for Medical Evacuation and Emergency Medical Air Transportation specifying the nature of the Serious Injury or Illness requiring air transportation. Global Medevac will require a reasonable period of time to properly initiate the Member's medical air transportation. The Member must recognize that diligence is necessary to properly accommodate a medical emergency; therefore, Global Medevac requires notice at the earliest possible moment to obtain Global Medevac's Medical Director's assent and to allow proper time to prepare the Member's flight.

- 3. Service Contract** - The Member shall not contract, authorize or engage any service or expense in the name of or on behalf of Global Medevac. The obligations of Global Medevac in the Agreement are limited to providing the various services described herein. Global Medevac is under no obligation to reimburse the Member should the Member independently authorize, contract or make payment for any services.
- 4. Authorization** -To facilitate the providing of services, the Member does hereby authorize any Physician, Medical Facility, medical attendant or others to furnish to Global Medevac any and all information regarding the Member's physical condition including x-rays acquired in the course of examinations and treatment. The Member hereby further agrees to authorize Global Medevac's medical team, or its contractor's medical team authority to perform those procedures deemed necessary.
- 5. Use of Benefits** - Return Transportation must occur within thirty (30) days after Member has been discharged from In-Patient Medical Facility confinement 100 air miles away from their Residence. Vehicle Return or Spousal Return must occur within thirty (30) days of Member's death or In-Patient discharge while 100 air miles away from their Residence or the use of Medical Evacuation and Emergency Air Transportation.
- 6. Reimbursement/Cancellation** - The Member can request to Cancel the Membership within 30 days of enrollment with Global Medevac to receive Reimbursement. Should the Member elect to cancel, a written Cancellation Notice must be provided by either certified mail with return receipt, confirmed email, or faxed notice with confirmation of delivery. Upon receipt and approval, Global Medevac will send a confirmation of the cancellation. The Member may receive reimbursement of all paid fees within the first 30 days of Member's coverage, less the cost of any services provided as defined in this Agreement. After the first 30 days of coverage Member shall not be entitled to reimbursement of membership fees for any reason with the possible exception of the terms contained in the following paragraph. In addition, in the event of non-payment of the Membership fees or loss of eligibility, Global Medevac may terminate, cancel or not renew a Membership due to fraud or material misrepresentation related to claims submission or misuse of documents provided to receive services.
- 7. First Year Service "FAMILY-FIRST SATISFACTION GUARANTEE"** - During the first year of Global Medevac coverage if you or your family members have received Medical Evacuation and Emergency Air Transportation, Emergency Helicopter Transportation, Emergency Ground Ambulance Transportation, Medical Repatriation, Paramedic Assisted Commercial Flights or Mortal Remains Transport (Services #1, #2, #3, #4, #5, or #12) and if you are dissatisfied with the performance of said services to you or your family, you may request and receive full reimbursement of all fees paid to Global Medevac during the first year of service. This guarantee expires on the next day following the first year of enrollment and the request for refund must be received prior to the expiration date by either certified mail with return receipt, confirmed email, or faxed notice with confirmation to provide proof of delivery of notice to the Global Medevac Home Office. Only Members may request a refund and they must provide their name, date of birth, address, telephone number and Global Medevac Customer Number when requesting the refund.



EXCLUSIONS

This Agreement does not provide transport for illness or injury arising out of or caused by:

1. Elective or cosmetic surgery.
2. Occurrences related to military personnel during active duty hours.
3. Air travel other than as a passenger in an aircraft operated by a scheduled commercial airline maintaining regular published schedules.
4. Treatment for mental illness or disease or any treatment for drug or alcohol abuse.
5. All services under the Agreement will be provided with respect to a Serious Illness or Injury upon Global Medevac receiving a completed application for Enrollment and proper fees except for the following: candidates for an organ transplant have one (1) year waiting period for Organ Retrieval and Organ Recipient Transportation Services. Members receiving medical care, prescription medication, treatment or have developed a medical condition that is determined to be preexisting within the one-hundred-eighty (180) day period preceding the effective date of enrollment have a ninety (90) day waiting period prior to services being rendered for that care, prescription or treatment.
6. Global Medevac's obligation to provide Medical Evacuation and Emergency Air Transportation services and other benefits to the Member is subject to the limitations upon the operation of aircraft imposed by the weather, regulations and restrictions imposed by the Federal Aviation Administration and other conditions beyond the control of Global Medevac.
7. Global Medevac will not provide more than two (2) air medical transports, by fixed wing aircraft or helicopter, for any individual Member during each service year. Should a Member take an Emergency Helicopter Transport to a Medical Facility and is immediately transferred from that Medical Facility to the next nearest by a fixed winged air ambulance due to a Serious Illness or Injury that cannot be treated at the originating Medical Facility, this will be considered one emergent occurrence and count as one medical transport for that year.
8. Claims more than 180 days old will not be accepted or paid by Global Medevac except for claims covered by the Global Medevac Services Agreement that have been submitted to the Member's primary insurance for payment and those claims if applicable must be submitted to Global Medevac within 180 days of payment or denial of the claim by the Member's additional insurance coverage.



LIMITATIONS ON LIABILITY

- 1. Liability** - Global Medevac shall use all reasonable diligence in selecting persons and equipment to provide the described services. If outside contractors are used to provide any services, Global Medevac shall not be liable for any negligence or tortious acts resulting from such services. Global Medevac is not liable for departures or arrivals delayed in transport when deemed unsafe by airport authorities or by the pilot due to operational conditions, Acts of God, or mechanical failure.
- 2. Death, Disability and Injury**- Global Medevac, its officers, directors, employees, owners and assignees shall not be liable to any person for the death, disability or injury of the Member, or any other person accompanying the Member unless such injury is caused by the sole and direct negligence of Global Medevac, its agents, servants and employees. It is understood and agreed that Global Medevac may enter into contracts with regional air ambulance carriers and that such contract carriers shall be solely responsible in the event of any injury or death to the Member which might occur during the course of transport by such contracted carrier.
- 3. Impossibility of Performance** - Global Medevac shall not be liable for failure to perform under this Agreement if such failure is caused by Act of God, fire, flood, strike, labor dispute, riot, insurrection, war or any other cause beyond the control of Global Medevac. Nothing herein contained shall require Global Medevac to take any action contrary to law or to any order or regulation of any governmental agency or officer or contrary to any permit or authorization granted to Global Medevac by any governmental agency.
- 4. Arbitration Dispute Resolution** - All disputes hereunder shall be resolved by arbitration in accordance with the Commercial Rules of the American Arbitration Association. It is expressly agreed that the party in whose favor final determination shall be rendered shall be entitled to recover from the other party reasonable attorney's fees in addition to any other relief which may be awarded. This Agreement shall be construed in accordance with the laws of the State of Texas. Venue of any Arbitration action to enforce this Agreement shall be in Denton County, Texas.
- 5. Entire Agreement** - All provisions of this Agreement, the Member's identification card or other Agreement to provide services constitute the entire Agreement between Global Medevac and the Member. If any provision is declared null and void under the law, that provision is severable, and the remainder of this Agreement shall remain in full force and effect.
- 6. Effective Term** - Member services shall become effective on the date the enrollment and service fees are received and approved at the Global Medevac Home Office.
- 7. Legal Action** - If a dispute cannot be resolved legally by Arbitration and legal action is brought by either party to this Agreement it is expressly agreed that the party in whose favor final judgment shall be rendered shall be entitled to recover from the other party reasonable attorney's fees in addition to any other relief which may be awarded. This Agreement shall be construed in accordance with the laws of the State of Texas. Venue of any action to enforce this Agreement shall be in Denton County, Texas.
- 8. Assignment** - This Agreement cannot be assigned by the Member to any other person or entity.
- 9. Subrogation** - Member hereby assigns to Global Medevac all of his/her rights, entitlements and interests in any and all insurance policy benefits to which the Member may be entitled to receive monies for any of the same services provided herein by Global Medevac. Said assignment is irrevocable and Member further warrants that Global Medevac may pursue any claims for payment of any insurance benefits directly to itself from the Member's insurance carrier or from any insurance carrier from which the Member is entitled to payment of monies for any of the same services provided herein by Global Medevac.



CONTACT INFORMATION

Phone numbers:

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or Collect at 1-512-277-7560

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