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## DOMESTIC MEMBERSHIP PROGRAM RULES AND REGULATIONS (Contiguous 48 U.S. States)

Up to Age 75

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*The Rules and Regulations govern Medjet's provision of travel assistance services under the Domestic 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 Medjet's services and how to properly access them.*

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

*If you have any questions regarding membership services, please contact Medjet at 800-527-7478 or 205-595-6626 prior to your travels.*

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

Medjet 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 hospitals to the hospital of their choice in their Home Country during the term of their membership. In addition, Medjet provides Members with access to medical professionals for consultations, medical and legal referrals, and other Member services.

### **MEMBERSHIPS**

Medjet provides travel assistance services to Members under various membership plans:

1. **Individual Membership:** Available to residents of the Contiguous 48 United States under the age of 75. An Individual Membership includes the individually identified member only.
2. **Family Membership:** Available to residents of the Contiguous 48 United States under the age of 75. A Family Membership includes a Primary Member, his or her spouse or domestic partner, and up to five (5) of their unmarried dependent children (including step, foster, and legally adopted children) under the age of 19 (or under the age of 23 if the dependent is a full-time student in actual attendance at an accredited school or college) who are dependent on the Primary Member for support and maintenance. Subject to the five (5) dependent maximum, dependents added during the term of a family membership will be covered at no charge upon

notification to Medjet prior to initial departure from the Residence Address as defined herein. To qualify as a dependent child, the child must reside with the Primary Member or be a full-time student in actual attendance at an accredited school or college, and be chiefly dependent upon the Primary Member for support.

Only residents of the contiguous United States under the age of 75 who are residing in and are traveling more than 150 miles from home within the 48 contiguous United States are eligible for the Medjet Domestic Membership.

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

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

Medjet is a membership program and not an insurance plan; Medjet 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 Regular Individual, Regular Family, Domestic Individual, Domestic Family or Diamond Memberships. 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 Medjet for additional information on Expatriate Memberships.

#### **MEMBERSHIP TERM**

Subject to the limitations identified herein, the term of a Medjet 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 for the first year and on the anniversary of the Effective Start Date for any subsequent year during the term of a multi-year Membership, and ending one (1) year thereafter.

To be eligible for Medjet 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, Medjet 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.

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

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

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 Medjet membership is grounds for revocation, cancellation or rescission of the membership.

## **SERVICES**

Subject to limitations on services described herein, Medjet provides medical, legal and special services to any Member traveling 150 miles or more from his or her Residence Address within the 48 contiguous United States as defined herein.

A Member's Residence Address is the current home address on file with Medjet (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 Medjet 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.

## **DOMESTIC REPATRIATION**

Subject to limitations on services described herein, when a Medjet Member becomes hospitalized as an inpatient due to illness or injury while traveling 150 miles or more from his or her Residence Address within the 48 contiguous United States as defined herein, Medjet will arrange for medical transportation and repatriation services to the hospital of the Member's choice in the Member's Home Country within the 48 contiguous United States.

Affiliate aircraft used for the medical transport of Medjet 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 Medjet-authorized medical escort.**

### **Medical Transport Services**

#### **A. Availability**

Medjet 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 within the 48 contiguous United States, and is accepted as a patient into an available inpatient bed by an admitting physician at the hospital of the Member's choice in his or her home country in the 48 contiguous United States.

Medjet 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 Medjet-

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 Medjet-authorized commercial medical escort).

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 Medjet's control.

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

#### **B. Commercial Medical Escort Service**

Medjet will arrange for medical transport via commercial airline in business class if available in the care of a Medjet-authorized commercial medical escort if: (1) the Member requires continued inpatient hospitalization; (2) the remaining inpatient hospitalization can be completed at a hospital within the Contiguous 48 United States; and (3) the Member can be returned by commercial airline in the care of a Medjet-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**

Medjet will arrange for medical transport via medically dedicated air transport on a Medjet-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 within the 48 contiguous United States; and (3) the Member is unable to return via commercial airline in the care of a Medjet-authorized commercial medical escort.

One (1) traveling companion may accompany each Member being transported on a Medjet-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 Medjet 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 Medjet. **Decisions regarding the urgency of the case, the best timing and the most suitable means of transportation will be made by Medjet after consultation with the local attending physician.**

Medical Assessment – Medjet 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 within the 48 contiguous United States may first be transported to the nearest appropriate medical facility for initial stabilization. After this initial stabilization, Medjet will arrange continued transport to the hospital of the Member's choice within the 48 Contiguous United States if the Member continues to meet medical transport criteria.

### **Specialty Hospital Transfer**

Only Medjet Members with a continuous *active membership without lapse since April 1, 2008*, have access to the following Medjet specialty hospital transfer service: Subject to limitations on services described herein, when a Medjet Member (up to age 75) becomes hospitalized as an inpatient due to illness or injury while traveling less than 150 miles from his or her residence address as defined herein, and the attending physician and Medjet physician agree that medical treatment or procedures required for the Member's care are not available at the current facility, Medjet will arrange medical transportation to a specialty hospital of the Member's choice for continued treatment in the Member's home country as long as the specialty hospital is more than 150 miles from the Member's residence address on file.

## **LIMITATIONS ON SERVICES**

### **1. General Limitations on Services**

Medjet 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**

Medjet Domestic Membership medical transport services are limited to one (1) medical transport per Membership Year, except for repatriation transports involving multiple enrolled family members requiring simultaneous repatriation. Under these circumstances, each family member will receive one (1) transport.

Due to the high risk of sending registered aircraft and personnel into countries where the United States Department of State has issued a travel advisory of level 3 or 4, membership services are subject to exclusion or limitation in these areas. A complete list of Travel Advisories for every country in the world may be found at the U.S. Department of State's website. Please contact Medjet if you have questions regarding your destination prior to your travel.

Medjet 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. Medjet medical transport services are not available to a Member during a period of inpatient or outpatient hospice care, or if it was determined by a physician that the travel was against medical advice.

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 Medjet 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 Medjet is notified of a Member's medical situation, Medjet 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. Medjet 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 Medjet staff.

## **PHYSICIAN AND FACILITY CONTACT INFORMATION**

Upon request, Medjet representatives will provide the member with open source contact information for doctors and hospitals in the area where the Member is traveling. The Member is solely responsible for the selection and payment of the medical care provider. Medjet makes no representations regarding the qualifications or appropriateness of any medical care provider. Such determination shall be solely the Member's responsibility. **This service is not a medical referral to a physician or facility and should not be inferred as such.**

## **LEGAL REFERRALS**

Upon request, Medjet 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. Medjet 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 within the 48 contiguous United States, Medjet will arrange and pay reasonable and customary charges up to \$6,000 for the preparation and return of the Member's remains within the 48 contiguous United States. These charges will be at the sole discretion of Medjet.

This membership benefit includes:

- Domestic 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 within the 48 contiguous United States
- One death certificate

## **CHANGES**

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

## **CONSENT TO RECORD COMMUNICATIONS**

Medjet, 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 Medjet shall be finally resolved by the Courts of the State of Alabama. Medjet 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. Medjet 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 Medjet 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 Medjet.

## **PROCEDURES:**

### **HOW TO CONTACT US**

Medjet Members may call Medjet for assistance 24 hours a day, 365 days a year through Medjet toll-free telephone numbers.

The Medjet Corporate Office and Assistance Center is located at 3075 Healthy Way, 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**

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**TOLL-FREE**  
**1-800-5-ASSIST**  
(1-800-527-7478)