

Welcome!



MEMBER SERVICE AGREEMENT

2022.2

THANK YOU for being a SkyMed Member,
We have been protecting Members since 1989.

Our Chairman Will Klein's Brand Promise is still ...
"Simply to be the best emergency travel membership service in the world!"

We recommit to this standard every day.



NO ONE
DOES IT BETTER

SkyMed

MEMBER SERVICE AGREEMENT

This Member Service Agreement (Agreement) is made and entered into by and between:

SkyMed International, Inc.
(referred to herein as "SkyMed")
&
The Subscribing Member
(referred to herein as the "Member").

In consideration of payment of the membership and any other associated fees, SkyMed agrees to provide the services selected on the Membership application and described herein to the Member during the membership term, subject to the conditions and limitations stated herein.

SkyMed is governed exclusively by the terms set forth in this Agreement.

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SkyMed International, Inc.
SkyMed Florida, SkyMed USVI, SkyMed Canada,
SkyMed Travel, Fareline, Global Emergency Travel Services

SkyMed International, Inc. is an authorized Indirect Air Carrier (IAC) utilizing the services of licensed Part 135 air carriers to meet your air ambulance transportation needs. SkyMed International, Inc. does not own, lease or operate any aircraft and has no affiliation with any direct air carrier. As an IAC, SkyMed contracts for the provision of air transportation services in its own name and coordinates the provision of medical services for your flight. Licensed direct air carriers operate all flights.

SkyMed® and SkyMed TAKES YOU HOME® Are trademarks of SkyMed International, Inc. and our subsidiaries, and their use is prohibited unless authorized in writing by SkyMed International. Use of logos, images, and testimonials from this Member Service Agreement, any of our printed marketing or promotional material, or our skymed.com website are prohibited without written authorization.

WHAT TO DO IN AN EMERGENCY

Call 911, GET MEDICAL ATTENTION FIRST, THEN CALL SKYMED IMMEDIATELY

Or have someone take you to the closest medical facility or hospital for immediate medical attention. If possible, appoint a designated family member or friend to be your spokesperson should you or a loved one become seriously ill or injured.

- Ⓡ NEVER assume the doctor or nurse will contact SkyMed for you.**
- Ⓡ NEVER give your credit card number to make transport arrangements.**
- Ⓡ If you are asked for a credit card, you are NOT speaking to SkyMed.**

EMERGENCY CALLS

1 800 475 9633

1 480 946 5188 collect

Worldwide call direct or collect, your call will be accepted 24/SEVEN/365.

From Mexican Cell Phone Call

001 480 946 5188

When calling from outside the USA or Canada, dial country code 001 first.



SkyMed SERVICE Area



includes USA, Canada, Mexico, the Caribbean, Bermuda, and the Bahamas

The 32 country SkyMed service area includes the following countries:

Anguilla, Antigua & Barbuda, Aruba, Bahamas, Barbados, Bermuda, Bonaire, British Virgin Islands, Canada, Cayman Islands, Curacao, Cuba, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Mexico, Puerto Rico, St. Barthelemy, St. Kitts & Nevis, Sint Eustatius, St. Lucia, St. Maarten, St. Martin, St. Vincent & Grenadines, Trinidad & Tobago, Turks & Caicos Islands, USA, US Virgin Islands

SkyMed's Notice of Privacy Practices

AUTHORIZATION FOR RELEASE OF PROTECTED HEALTH INFORMATION, HIPAA PRIVACY RULE

The HIPAA Privacy Rule gives you the right to be informed of SkyMed's privacy practices as well as your rights with respect to your personal health information. We recognize that your privacy is of the utmost importance and we are required by law to protect medical information about you. You may obtain a copy of SkyMed's Notice of Privacy Practices by:

↳ **Visiting our website at www.skymed.com and click on the PRIVACY POLICY link**

↳ **Email SkyMed at HIPAA@skymed.com to request a copy be emailed to you**

↳ **Request a copy by mail and address your request to:**

**HIPAA &/or PRIVACY POLICY Official
SkyMed International, Inc.
9089 E. Bahia Drive, Suite 100
Scottsdale, AZ 85260 - 1561**

SkyMed Statement of Intent:

The Member understands that Congress passed a law entitled the Health Insurance Portability and Accountability Act (HIPAA) that limits use, disclosure, or release of Member's individually identifiable health information, as HIPAA and the supporting Regulations define that phrase. Member is granting this authorization because it is crucial that Member's health care providers readily use, release, or disclose Member's protected medical information to, or as directed by, that person or those persons designated in this authorization. This authorization allows the designated persons to discuss with and obtain advice from others or to facilitate decisions regarding Member's health care when Member otherwise may not be able to do so without regard to whether any health care provider has certified in writing that Member is incompetent for purposes of HIPAA.

↳ Appointment of Authorized Recipients

Therefore, the Member appoints the following persons or entities, or any of them, as Authorized Recipients for health care disclosure under the Standards for Privacy of Individually Identifiable Health Care Information (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and A.R.S. 12-2291 et seq.:

SkyMed International, Inc. and/or Global Emergency Travel Services

↳ Grant of Authority

Member authorizes all Member's HIPAA-defined covered entities to use, release, and disclose Member's individually identifiable health information to the Authorized Recipients under 45 CFR Sec(s). 164.502(a)(1)(i) and (iv), 164.502(a)(2)(i), 164.524 and 64.528, including medical reports and records concerning Member's medical history, condition, diagnosis, testing, prognosis, treatment, billing information, and identity of health care providers, whether past, present, or future, as well as any other information that is in any way related to Member's health care except as specifically limited as to any Authorized Recipient named in Paragraph 1 above.

This disclosure includes the authority to ask questions and discuss Member's individually identifiable health information with the person or entity that has possession of Member's individually identifiable health information even if Member is fully competent to ask questions and discuss this matter at the time.

Member intends to give a full authorization for access to, disclosure of, and release of ANY individually identifiable health information by or to the persons named in this authorization as if each person were Member.

↳ Covered Entities

Covered entities means those entities specifically defined by HIPAA or the supporting Regulations including any physician, podiatrist, chiropractor, osteopathic physician, health care professional, dentist, hospital, clinic, laboratory, pharmacy, ambulance service, assisted living facility, nursing home or other covered health care provider, any insurance company, and the Medical Information Bureau Inc. or other health care clearinghouse that has provided treatment or services to Member, or that has paid for or is seeking payment from Member for such services.

↳ Disability

Member's subsequent disability or incapacity will neither affect nor terminate this authorization.



SkyMed MEMBERSHIP PLANS

For Citizens & Residents of the USA & Canada

ULTIMATE Plan *Our most chosen plan, the 'Gold Standard'*

Includes ALL SkyMed Services 1 to 18

Protects Members 24/SEVEN/365 'at home & away' when travelling or living inside the SkyMed Service Area.



Short Term Plan

Includes SkyMed Services 1 to 10 (NO Options can be added)

Protects Members 24/SEVEN/365 when travelling inside the SkyMed Service Area, more than 100 miles from home.








Annual Plan



Includes SkyMed Services 1 to 12 (Options can be added)

Protects Members 24/SEVEN/365 when travelling inside the SkyMed Service Area, more than 100 miles from home.

The following Options for service coverage 100 miles or more from home can be added as an upgrade to the Annual Plan:

-  Service #13 Primary Driver Disability
-  Service #14 SkyMed Plus
-  Service #15 Medically Necessary Ground Ambulance transport to the closest appropriate hospital
-  Service #17 Medically Necessary Helicopter transport to the closest appropriate hospital
-  Service #18 Global Emergency Travel Services

SkyMed Service #16 for 'at home & away' service can be added as an upgrade to the Annual Plan and includes the following options:

-  Service #15 Medically Necessary Ground Ambulance transport from home to the closest appropriate hospital
-  Service #17 Medically Necessary Helicopter transport from home to the closest appropriate hospital



Global Emergency Travel Services is **SkyMed Service Option #18.**

Global Emergency Travel Services covers SkyMed Members when they are travelling anywhere in the world outside of the SkyMed Service Area of the USA, Canada, Mexico, the Caribbean, Bermuda, and the Bahamas.

Maximum trip duration 90 days.

SkyMed MEMBERSHIP PLANS

For Expatriates of the USA & Canada



Expatriate (X-PAT)






Permanent residents or citizens of the USA or Canada who live or travel in Mexico, Bahamas, Bermuda, or Caribbean countries for more than six (6) cumulative months in any twelve (12) consecutive month period.

X-PAT Annual Plan

Includes SkyMed Services 1 to 12, for ages up to and including 74 years of age

Protects Members 24/SEVEN/365 when travelling or living anywhere inside the SkyMed Service Area.

The following Options can be added as an upgrade to the X-PAT Annual Plan:






-  Service #13 Primary Driver Disability
-  Service #14 SkyMed Plus
-  Service #15 Medically Necessary Ground Ambulance transport to the closest appropriate hospital
-  Service #17 Medically Necessary Helicopter transport to the closest appropriate hospital
-  Service #18 Global Emergency Travel Services

X-PAT SILVER Annual Plan

Includes SkyMed Services 1 to 12, for ages 75 and above

Protects Members 24/SEVEN/365 when travelling or living anywhere inside the SkyMed Service Area.

The following Options can be added as an upgrade to the X-PAT SILVER Annual Plan:

-  Service #13 Primary Driver Disability
-  Service #14 SkyMed Plus
-  Service #15 Medically Necessary Ground Ambulance transport to the closest appropriate hospital
-  Service #17 Medically Necessary Helicopter transport to the closest appropriate hospital
-  Service #18 Global Emergency Travel Services

 **SkyMed X-PAT Members qualify for Air Ambulance, Commercial Medical Escort flights and commercial flights when they are AT HOME in Mexico, Bahamas, Bermuda, or Caribbean countries.**

X-PAT ULTIMATE Plan

Includes SkyMed Services 1 to 18, for ages up to and including 74 years of age

Protects Members 24/SEVEN/365 when travelling or living anywhere inside the SkyMed Service Area.

X-PAT SILVER ULTIMATE Plan

Includes SkyMed Services 1 to 18, for ages 75 and above

Protects Members 24/SEVEN/365 when travelling or living anywhere inside the SkyMed Service Area.

EXTENDED STAYS of MORE than SIX (6) months

If a Member plans an extended stay of MORE than six (6) months outside of the USA & Canada in any twelve (12) consecutive month period, to live or travel in Mexico, Bahamas, Bermuda, or Caribbean countries, the Member must have an X-PAT Plan to qualify for SkyMed Services.

For information to upgrade to the SkyMed X-PAT Membership Plans, please contact your SkyMed Representative or SkyMed home office.

SECTION V

SKYMED MEMBER SERVICE DESCRIPTIONS

Protecting Members since 1989



1. Hospital-to-Hospital Air Transportation

If, as a result of a serious illness or injury, a Member requires emergency medical care, SkyMed guarantees provision of:

- By choice of the Member,***
Air ambulance transportation and onboard medical services needed to move the Member to the Member's home hospital Transport Preference or to a hospital closer than the Member's home hospital as designated on the Membership application form.

The Member's medical condition must be stabilized for air travel by the Attending Physician.

Ground ambulance services between hospitals and airports are included. After the Attending Physician determines and approves the need for Emergency Medical Transport, SkyMed's Director of Member Services and/or SkyMed's Medical Director confirms the need in concurrence with the Attending Physician's orders, and SkyMed will make all arrangements.

SkyMed will provide up to two (2) air medical transports by fixed-wing or helicopter for any one member within 12 consecutive months.

2. Vehicle/Vessel Return

When a member is provided "Hospital-Hospital Air Transportation", or SkyMed provides Transportation for Recuperation near Home", or by the death of the Member, SkyMed will pay to safely return the Member's highway operable vehicle to the Member's Home, in any province or territory in Canada or any State in the United States with the exception of Hawaii.

Vehicle Return by Bonded Driver

SkyMed will pay for one professional, bonded driver and the fuel and oil required to return a Member's car, motorhome and towed vehicle, travel trailer, motorcycle, trailer, rental car, or boat trailer. The Member agrees to pay for all travel repairs required to maintain the safe operation of the vehicle(s) described herein during the return. This service is NOT available in Mexico.

Vehicle Return by Member

As an alternative to a bonded driver return, SkyMed will pay for a commercial flight for one person selected by the Member to fly to and return the stranded vehicle(s), plus the cost of fuel and oil incurred on the return trip to the Member's Home or place of Transport Preference, and up to a maximum of \$150 towards expenses for every 400 miles driven.

SkyMed Member Service Descriptions continued

2. Vehicle/Vessel Return *continued*

Commercial Vehicle Return

For commercial truck drivers, when a SkyMed medical flight transports a Member to a distant hospital or the Member is or will be hospitalized, as a result of a serious illness or injury, SkyMed will pay for a single, one-way commercial airline ticket to transport a replacement driver to the major airport closest to the stranded commercial vehicle's location. In addition, SkyMed will allow up to \$1,000 for the return of vehicle(s) to the origination of the trip. Commercial Vehicle Return services shall NOT be available unless hospitalization for the Member has resulted from of a serious illness or injury.

Motorcycle Return

SkyMed will package and transport both roadworthy and damaged vehicles directly to the Member's Home or a repair facility near the Member's Home or place of Transport Preference. For example, if a family is traveling together and one motorcycle is damaged and being transported, SkyMed will professionally crate and transport the second motorcycle together with the first. SkyMed will pay for a commercial flight for the family Member to their home.

Marine Vessel Return

SkyMed will provide up to a maximum of \$500 per day for a maximum of ten (10) days to return a marine vessel to its Home marina.

Except for Marine Vessel Return,

Vehicle Return is not applicable in any location that requires transport of the Member's vehicle over water to the Member's place of Residence or Transport Preference, with the exception of applicable ferry crossings.

Neither SkyMed nor the transport company,

is responsible for typical road damage such as, but not limited to a cracked windshield, pitting, road tar, etc., incurred in the course of the transport.

3. Visitor Transportation within SkyMed Service Area

SkyMed will pay for one round-trip commercial airline ticket for a Family Member or companion living within the SkyMed Service Area, selected by the Member, from the commercial airport closest to the visitor's home to the commercial airport closest to the hospital where the Member is being treated. This service will be provided as soon as the Member is hospitalized, at home or away due to a serious illness or injury or if the member expires at home or away.

Visitor Transportation is limited to ONE (1) service in any twelve (12) consecutive months.

SkyMed Member Service Descriptions *continued*

4. Transportation for Recuperation Near Home

SkyMed will pay for appropriate transportation to move a Member to a hospital, rehabilitation facility, convalescent Home, or hospice close to his/her designated Home if the Member chooses to convalesce near their established Residence and the Member's Attending Physician considers the move possible or necessary for full recovery or prioritization of comfort and quality of care for the Member. Transportation for Recuperation Near Home services shall NOT be available unless hospitalization for the Member has been the result of a serious illness or injury.

5. Commercial Carrier Medical Escort Flights

If a Member's serious illness or injury does not warrant a private air ambulance (i.e., the Member is approved for commercial aircraft travel by the Attending Physician) yet the Member is not able or permitted to travel alone by commercial air carrier, SkyMed will make arrangements for a Medical Escort to accompany the Member and pay for commercial air flights for the Member and Medical Escort.

SkyMed will provide up to two (2) "Commercial Carrier Medical Escort flights" for any one Member within twelve (12) consecutive months.

6. Minor Children, Grandchildren & Great Grandchildren Return

When a Member is provided "Hospital-to-Hospital Air Transportation", or SkyMed provides "Transportation for Recuperation Near Home", SkyMed will pay for:

- One-way commercial airline transportation to return stranded minor children, grandchildren & great grandchildren to the airport nearest the child's designated residence.
- If required, return commercial airline transportation will be approved for one (1) adult escort to accompany stranded minors.

7. Physical Remains Return

If a Member expires at home or away, SkyMed will pay 'Airway Bill' transport costs to move Member remains to a commercial airport closest to the location the Member designates. SkyMed will also provide one (1) round trip commercial airline ticket for the spouse/companion Member to and from the remains transport designation and home, should home and designated remains transport not be the same. In the event ground transportation of remains is required SkyMed will reimburse up to \$500.

8. Companion Transportation

SkyMed will allow one person, spouse, family Member, or companion to escort the Member on an emergency medical flight, if space is available, after the needed medical equipment, aircrew, and medical personnel are accommodated. If space is not available, SkyMed will approve and pay for commercial airline transportation for one (1) person to connect with Member at the designated Transport Preference.

9. Return Transportation After Recovery

After a Member has been hospitalized, as an inpatient in a medical facility for a serious illness or injury, when more than 100 air miles from Home, SkyMed will transport the Member back to the Member's point of service origin. Travel must take place within sixty (60) days of hospital discharge. "Return Transportation After Recovery" services shall NOT be available unless hospitalization for the Member has been the result of a serious illness or injury.

SkyMed Member Service Descriptions continued

10. Incidental Expense

SkyMed will pay up to \$200 for incidental expenses such as lodging, transportation, or meals directly associated with a Member's Hospital-to-Hospital Air Transportation flight. Receipts must be submitted to SkyMed for reimbursement.

11. Organ Transport

When a Member is to receive an organ for organ transplant surgery, SkyMed will provide air transport of a heart, liver, kidney, lung, or pancreas to the hospital surgery. SkyMed cannot warrant the viability of organs being transported for transplant purposes. Organ transport will be provided only after the Member has been a SkyMed Member for a minimum of nine months.

12. Organ Recipient Transportation

SkyMed will provide either Emergency Air Transportation or commercial airline transportation, whichever is appropriate, for the organ recipient Member and one family Member, to the commercial airport closest to the hospital performing the organ transplant. SkyMed cannot warrant the viability of organs being transported for transplant purposes. Organ recipient transport will be provided only after the Member has been a SkyMed Member for a minimum of nine months.

13. Primary Driver Disability

If the primary driver is incapacitated but not necessarily seriously ill or injured and the primary driver's Attending Physician diagnoses a Member's disabling illness or injury, more than 100 air miles from their place of Transport Preference, and the Member is temporarily unable to operate their vehicle(s) for ten (10) days or more, SkyMed will provide:

- ☞ **OPTION 1:** *OPTION 1 IS NOT AVAILABLE IN MEXICO* SkyMed will provide up to \$2,000 for one professional, bonded driver, and the fuel and oil required to return a Member's car, motorhome and towed vehicle, travel trailer, motorcycle, trailer, rental car or boat trailer, reimbursement to cover expenses incurred in returning the Member's vehicle(s) Home, or to continue on to the Member's original destination, or
- ☞ **OPTION 2:** SkyMed will provide a commercial flight for one person selected by the Member to fly to and return the stranded vehicle(s), plus the cost of fuel and oil incurred on the return trip to the Member's Home or place of Transport Preference, and up to a maximum of \$150 per day towards expenses for every 400 miles driven. The maximum reimbursement of this option for flight and transport costs of the vehicle is \$2,000.
- ☞ **OPTION 3:** SkyMed will provide a commercial flight or flights home if a family travels together by motorcycle and will professionally crate and transport the damaged vehicle or vehicles home or to a service center near the Member's home Transport Preference.

The Member pays for all travel repairs in the course of vehicle transport for either OPTION 1 or OPTION 2.

This service must be pre-approved by SkyMed to receive payment. SkyMed will reimburse the Member upon receipt of a copy of their expenses. Written proof required from the Attending Physician advising that the Member can not operate their vehicle(s) for at least ten days due to a recent disability for illness or injury.

This service is limited to returns over land in Canada and the USA, with the exception of ferry crossings.

The "Primary Driver Disability" service is limited to one (1) usage per year.

SkyMed does not pay for or reimburse any amounts paid for any medical expenses.

SkyMed Member Service Descriptions continued

14. SkyMed PLUS Return After Transport plus Pet Return (dog or cat)

SkyMed PLUS provides commercial coach return tickets for SkyMed Members to the origin of the air-evacuation or place of a serious illness or injury. The Member has sixty (60) days from the hospital release date to implement this service.

In the event an accompanying dog or cat is stranded anywhere in the USA, Canada, Mexico, the Caribbean, Bermuda, and the Bahamas, SkyMed will provide air flight transportation for the dog or cat, subject to airline regulations, to the closest commercial airport to the Member's designated Home. The Member must have a health certificate and/or any other certificates and documents as required by the transporting airline. It is the Member's responsibility to provide a travelling cage and arrange to have dog or cat transported to the airlines in accordance with the rules and restrictions of the airline. SkyMed will make the reservation for the dog or cat's travel, but the Member must pay the fare and SkyMed will reimburse. Pre-approval is required.

Pet return service is only available when travelling within the USA, Canada, Mexico, the Caribbean, Bermuda, and the Bahamas and does not cover breeds considered aggressive or dogs embargoed by the airline.

15. Ground Ambulance Service



When a Member requires ground ambulance transport to the closest appropriate hospital, SkyMed will pay the ground ambulance cost provided the ground ambulance is Medically Necessary.

This service requires no pre-approval and is limited to two ground ambulance modes of transport in any twelve (12) consecutive months. Members will be required to submit to SkyMed their Admitting History & Physical (H&P) report from the hospital before any payments or reimbursements can be made. Where other providers make a partial payment of the ground ambulances, SkyMed will pay the deductible or co-payment.

SkyMed will not pay for any additional expenses relating to the ground ambulance, such as fire services, etc. SkyMed will provide up to two (2) "Ground Ambulance" services for any one Member within twelve (12) consecutive months.

16. Services From 'Home & Away' within 100 miles of home

SkyMed will waive the requirement that the Member is more than one hundred (100) miles from HOME for Medically Necessary transport to the closest appropriate facility for the following services:

-  Ground Ambulance (Service #15)
-  Helicopter (Service #17)

All other limitations still apply, including the requirement that any transport is Medically Necessary due to a serious illness or injury.

17. Helicopter Transport

SkyMed will cover the cost of helicopter transport from the scene of a vehicle accident, hospital-to-hospital, and all Medically Necessary helicopter transports. In addition, when a Member's insurers provide partial payment of helicopter service, SkyMed will pay any deductibles or co-payments.

SkyMed will provide up to two (2) air medical transports by fixed-wing or helicopter for any one member within twelve (12) consecutive months.

SECTION II

SkyMed MEMBER SERVICE DEFINITIONS**Application Date**

The Application Date is the date the Member's application for Membership is accepted by SkyMed or a SkyMed certified representative.

Appropriate Airport

A place where fixed-wing aircraft selected by the air ambulance carrier can land, takeoff, and safely use maintenance and ground service facilities.

Emergency Air Transportation

Transport by a medically staffed airplane or by a commercial airline, from an "Appropriate Airport" closest to the Member's hospitalization to an "Appropriate Airport" closest to the medical facility of choice to serve the need of the Member patient. The airports must be open to receive flights. The receiving hospital must have pre-approved the Member's admittance.

Expatriate (X-PAT)

Permanent residents or citizens of the USA or Canada who live or travel in Mexico, Bahamas, Bermuda, or Caribbean countries for more than six (6) cumulative months in any twelve (12) consecutive month period.

Expiration Date

The Expiration Date is the date when a Member's eligibility for services is terminated.

Grace Period

A period of thirty-one (31) days following the Expiration Date of Membership, during which membership fee may be paid to extend membership without termination of services.

Home, Residence, Transport Preference

Home, Residence, or Transport Preference are one and the same unless otherwise designated in the Member record. Members are transported home to a hospital nearest to their legal permanent residence when travelling. The place of Transport Preference may be changed by the Member in writing to SkyMed or emailing membermanagement@skymed.com. Such change is valid thirty (30) days after receipt by SkyMed.

Full time RVers, living in their RV/Camper may change their Transport Preference by writing SkyMed or emailing membermanagement@skymed.com. Such change is valid thirty (30) days after receipt by SkyMed.

X-PAT Members who live in Mexico, Bahamas, or the Caribbean may select any hospital in Canada or the USA to be transported to at the time of the emergency.

Medically Necessary

The term Medically Necessary, as used in the "Helicopter Transport" and "Ground Ambulance Transport" services are defined as services provided in the event of a serious illness or injury and when transport in any other vehicle would endanger the Member's life.

In the event of a Medically Necessary "Helicopter Transport" or Medically Necessary "Ground Ambulance Transport", transportation is to the nearest facility that can provide the necessary medical care.

"Ground Ambulance Transport" and "Helicopter Transport" are only for emergency medical care.



MEMBER SERVICE DEFINITIONS *continued*

Member

A Member is an individual and any eligible family Members who have submitted an application and paid Membership fees to SkyMed for Membership. Family Members include:

- ✎ Legal spouse or domestic partner
- ✎ Unmarried natural, adopted, or stepchildren of the Member or spouse or domestic partner who are under age 18
- ✎ Unmarried natural, adopted or, stepchildren of the Member or spouse or domestic partner over age 18 but under age 24 who is a full-time student at an accredited college or university
- ✎ Newborn children of the Member or spouse or domestic partner are eligible from the moment of birth, and adopted children are eligible from the moment of placement if placed in accordance with state laws
- ✎ Grandchildren and great-grandchildren of the Member or spouse or domestic partner under the age of 18 are eligible for all Member services when travelling with a grandparent and not accompanied by the grandchildren's parents or great-grandchildren's parents or grandparents.
- ✎ A disabled adult who is incapable of self-sustaining employment by reason of mental or physical handicap and substantially dependent for support and maintenance on the Member.

Serious illness or injury

A sudden and unforeseen condition, a "serious illness or injury" which, in the judgment of the Member's Attending Physician with the concurrence of SkyMed's Director of Member Services and/or SkyMed's Medical Director:

- ✎ Is of such a serious nature that, in accordance with the customary practice of medicine in the geographic area, where such unforeseen condition, illness, or injury has arisen, will reasonably warrant, will require or has reasonably resulted in, immediate hospitalization of such Member; or
- ✎ Is of such a serious nature that, in accordance with the customary practice of medicine in the geographic area where such unforeseen condition, illness, or injury has arisen, will reasonably warrant, or will require, transportation of such Member to an appropriate medical facility for treatment, and is of such a serious nature that it could, within reasonable medical certainty, result in permanent, irreparable, or fatal medical consequences to such Member if appropriate treatment is not immediately rendered (e.g., heart attack, stroke, broken hip).

Service Area

includes USA, Canada, Mexico, the Caribbean, Bermuda, and the Bahamas

The 32 country SkyMed service area includes the following countries:

Anguilla, Antigua & Barbuda, Aruba, Bahamas, Barbados, Bermuda, Bonaire, British Virgin Islands, Canada, Cayman Islands, Curacao, Cuba, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Mexico, Puerto Rico, St. Barthelemy, St. Kitts & Nevis, Sint Eustatius, St. Lucia, St. Maarten, St. Martin, St. Vincent & Grenadines, Trinidad & Tobago, Turks & Caicos Islands, USA, US Virgin Islands

SECTION III

GENERAL PROVISIONS

30 Day "Free Look"

This Agreement has a 30-day "Free Look" period. The Member has 30 days from Membership Application Date to review the Agreement and, if not satisfied, return all materials along with a written request to cancel the Membership to SkyMed. Should the Member decide to cancel during the "Free Look" period, the Member is entitled to a full refund of the membership fees. Refunds will be transacted within 30 days of SkyMed's receipt of written notice to cancel. Credit Card payments will be refunded to the originating credit card. If payment is made other than with a credit card, a check will be sent to an address provided by the Member.

After the 30-day "Free Look" period, membership subscription fees are not refundable.

GENERAL PROVISIONS *continued*

Extension of Services

Termination of this agreement by SkyMed shall be without prejudice to any continuous loss which commenced while the agreement was in force, providing that such Member's right to such services accrued in connection with a serious illness or injury which occurred prior to such termination by SkyMed. The benefit extension shall be for services that commenced prior to termination have been completed or a period of ninety (90) days from the termination date, whichever is the lesser period of time.

Medical Flight Services

Medical flights can communicate air-to-ground and use pilots rated for air ambulances. To provide emergency care on-board, flights will include the required pharmaceutical products, medical equipment, trained paramedics or RNs, and Physicians. In addition, the medical flight crew will have communication with a medical advisory team.

Membership Fees are LOCKED for LIFE

SkyMed GUARANTEES,

your Membership fees are LOCKED FOR LIFE when you continue to renew your membership subscription on time. At the time of Membership expiration and after the Grace Period, any new and applicable fees will apply if Member wishes to reapply for membership.

Membership Transferability




In the event of death of the Member, SkyMed will extend the Membership to the surviving spouse/companion Member to a value of the remaining and unused term of the deceased's Membership. At expiration, renewal rights will be available. In the event of death of all adult Members in the Membership, the remaining and unused term of the deceased's Membership may be transferred to medically qualifying immediate family members as designated by the deceased's notarized instructions.

Renewal

Within the period of two (2) years prior to the Membership Expiration Date, Members may renew the Membership with SkyMed by calling 1-800-475-9633. Prior to the Membership Expiration Date, a renewal notice will be sent by postal mail, email, or both.

Request for Medical Information

SkyMed reserves the right to obtain any past or current medical records and insurance information of the Member. You may obtain a copy of SkyMed's Notice of Privacy Practices by:

-  Visiting our website at www.skymed.com and click on the PRIVACY POLICY link
-  Email SkyMed at HIPAA@skymed.com to request a copy be emailed to you
-  Request a copy by mail to SkyMed, 9089 E. Bahia Drive, Scottsdale, AZ 85260 - 1561

Service Area





"SkyMed Services 1 through 17" are services provided to SkyMed Members travelling in the SkyMed 32 country Service Area, including the USA, Canada, Mexico, the Caribbean, Bermuda, and the Bahamas.

Subrogation

In order to mitigate any losses, the Member agrees that SkyMed shall have the right to recover any benefits paid hereunder against others liable for the loss. Furthermore, Member agrees to cooperate, protect SkyMed's rights, and assist SkyMed in mitigating these rights.

Termination of Eligibility

Except for non-payment of the membership fee or loss of eligibility, SkyMed will give at least forty-five (45) days written notice of any cancellation, termination, or non-renewal of this Agreement, including the reason for such action. SkyMed may cancel or terminate the coverage of a Member for the following reasons:

-  Fraud or material misrepresentation in applying for or presenting any claim for benefits
-  Misuse of the documents provided as evidence of services
-  Non-payment of membership fee; and
-  A dependent reaching the limiting age for eligibility

SECTION IV

EXCLUSIONS and LIMITATIONS

Act of God

SkyMed shall not be liable for any failure or inability to provide the services described in this Agreement where such failure or inability arises from factors beyond SkyMed's control, including but not limited to: labor disputes affecting providers, civil disturbance, riot, war, fire, flood or an Act of God.

Acts of Terror

SkyMed is not responsible for any costs or expenses arising from acts of terror as defined by 18 U.S.C § 2331 Chapter 113B of the U.S. Code (www.fbi.gov). SkyMed shall not be liable for any failure or inability to provide the services described in this Agreement where such failure or inability arises from factors beyond SkyMed's control due to any act of terror.

Elective Surgery

This Agreement excludes from service any elective, non-emergency surgical procedures, including but not limited to elective cosmetic surgery. However, emergency medical air transport in connection with cosmetic surgery due to a serious illness or injury shall be serviced under this Agreement.

Enrolling while Hospitalized

SkyMed is not responsible for any Member Service costs or expenses arising from Members who have enrolled in Membership while hospitalized or being treated in an emergency trauma clinic.

Extended stays outside of the USA & Canada

At the time of a serious illness or injury, SkyMed Takes You Home guarantee and services are available 24/SEVEN/365 to permanent residents or citizens of the USA & Canada for travel throughout the USA, Canada, Mexico, the Bahamas, Bermuda, and the Caribbean countries identified in this Agreement. When living outside of the USA & Canada for more than six (6) months in a cumulative twelve (12) month period, membership in SkyMed's X-PAT Plan provides year-round eligibility for SkyMed services.

For information to upgrade to the SkyMed X-PAT Membership Plans, please contact your SkyMed Representative or SkyMed home office.

Extreme Sports

Services are excluded in connection with any serious illness or injury resulting from **EXTREME** recreational activities performed by the Member.

The exclusions include a serious illness or injury sustained by a Member in connection with the following extreme recreational activities:

- ☞ 3 wheeled All-Terrain Vehicles;
- ☞ 4 wheeled (quad) All-Terrain Vehicles when utilized in racing, dune riding, beach running, or any other EXTREME activity. Normal street use of quads or use as a standard transport vehicle is not excluded;
- ☞ Bungee Jumping • Hang Gliding • Cliff Diving • Motor Car Racing of any nature
 - Motocross and/or motorcycle racing of any nature • Helicopter Skiing • Rodeo Events involving animals
 - Rock climbing necessitating the use of guides or ropes • Spelunking • Skydiving • Parachuting • Ziplining
 - Ballooning • Ultralight Aircraft • Experimental Aircraft • Operating vehicles when not properly licensed
 - Professional sports or any other activity which, at SkyMed's discretion, is considered extreme in nature or otherwise, expose the Member to a substantial risk of sustaining a serious illness or injury unless otherwise agreed in writing by SkyMed prior to the Membership Application Date.

EXCLUSIONS and LIMITATIONS continued

Flight Compliance

SkyMed shall assume no liability from flight delays or late arrivals or departures that arise from:

- ✦ Compliance with airport, USA Federal Aviation Administration or other rules, regulations and/or instructions from any government authorities; and/or
- ✦ Decisions made by the pilot in response to weather, mechanical, air traffic, or any other safety considerations.

In addition, SkyMed shall assume no liability for delays resulting from decisions made by airlines in connection with scheduling and rescheduling of flights.

General Liability

SkyMed is not responsible for the availability, quality, results of, or failure to provide any medical, legal, or other care or service caused by conditions beyond SkyMed control. This includes the Member's failure to obtain care or service or where the rendering of such care or service is prohibited by United States of America law, local laws, or regulatory agencies. The Member's legal representative shall have the right to act for the Member and on the Member's behalf if the Member is incapacitated or deceased. All legal actions arising under this Agreement shall be barred unless SkyMed receives written notice thereof within one (1) year from the date of the event giving rise to such legal action and the legal action is initiated within 18 months of the event. Members will be required to release SkyMed or any health care provider from liability during emergency evacuation and/or repatriation.

Jurisdiction

The services provided pursuant to this Agreement are not available in any jurisdiction where prohibited by law.

Medical Bills

SkyMed does not pay for any hospital or medical expenses of any kind or nature.

Medical Condition Exclusions

Services will not be provided to Members with tuberculosis or any other chronic airborne pathogens. 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 (or above) pathogen as classified by either the USA Centers for Disease Control and Prevention (CDC) or the USA National Institutes of Health (NIH).

Medical Liability

Without limiting the foregoing, SkyMed's actions and obligations under this Agreement are ministerial in nature, and all medical care is provided by medical professionals ultimately selected by the Member, and in no event is this the responsibility of SkyMed. SkyMed is not liable for any malpractice performed by a local doctor, healthcare provider, or attorney.

Military Duty

Any injuries, illnesses, or conditions resulting from a Member's active duty in the military are excluded from service eligibility in this Agreement.

Other Services

SkyMed is not responsible for any costs or expenses arising from services not otherwise shown as provided for in this Agreement.

Payment of Services

SkyMed will only direct-pay any transportation costs under this Agreement to any transportation providers unless otherwise approved by SkyMed in advance.

SkyMed is not responsible for reimbursement or direct payment of services aged ONE year or more. Timely submission of expense receipts is appreciated.

EXCLUSIONS and LIMITATIONS continued

Pre-Existing Conditions

All pre-existing medical conditions will be eligible for Member services commencing on the ninety-first (91) day after the Application Date of Membership.

Pregnancy

SkyMed does not provide services for complications due to pregnancy.

Psychiatric, Psychological or Emotional Disorders

SkyMed is not responsible for any costs or expenses arising from psychiatric, psychological, or emotional disorders.

Suicide or Self Injury

SkyMed is not responsible for any costs or expenses for any Member who has committed suicide, attempted suicide, or sustained any injuries from a willful self-inflicted injury.

Travel Arrangements

SkyMed does not pay for any travel arrangements that were not coordinated by or pre-approved by SkyMed in advance.

Travelling Against Advice of Physician

SkyMed is not responsible for any costs or expenses for any Member travelling against the advice of a Physician.

Transplant Candidate

Transplant candidates on a transplant recipient list at the time of application are ineligible for membership. Failure to disclose the fact that an applicant is on a transplant recipient list will result in the termination of Membership.

Truth of Information

Any person who knowingly and with intent to injure, defraud or deceive SkyMed files a statement of claim for service or an application containing any false, incomplete, or misleading information will have all requests for services denied, and Membership fees will be refunded to the Member and Membership will be cancelled. The Member will be liable for any financial obligations to SkyMed as a result of intentional deception and false information provided.

Unlawful Acts

SkyMed is not responsible for any costs or expenses for any Member who has committed or attempted to commit any unlawful act, including but not limited to the unlawful use of substances such as illicit drugs or drugs not prescribed specifically for the Member by a Physician.

USA State Department Limitations

The SkyMed Membership is not applicable in any country where the government of the USA forbids the USA domiciled businesses to conduct business or any other locations of which the USA State Department has issued any travel restrictions.

SkyMed provides services in all regions and territories of Canada & Mexico and does NOT limit travel or emergency evacuation restrictions to match Travel Advisory Levels issued by the USA State Department.



SECTION V

MEMBER GRIEVANCE PROCEDURES

The following procedures apply in the event that any Member has a grievance of any nature in connection with SkyMed International Inc. Grievances must be submitted within one year of the occurrence of the event(s) that gave rise to the grievance.

Submission in Writing

If the Member wishes to submit a grievance to SkyMed, it must be in writing and addressed to:

Grievance Coordinator
SkyMed International, Inc.
9089 E Bahia Drive, Suite 100
Scottsdale, AZ 85260-1561

In order to facilitate a prompt resolution, all such grievances may be sent via fax to 866-255-5824 or sent by email to membergrievance@skymed.com. All grievances submitted in writing should include the Member number and a detailed description of the facts underlying the Member's grievance.

Evaluation by SkyMed

The Grievance Coordinator shall evaluate all written grievances and perform such investigation as he/she shall deem necessary to such evaluation. A written summary will be submitted within ten (10) business days to the President of SkyMed that shall include the following information:

- ☞ The name, address, and Member number of the aggrieved Member.
- ☞ Name and address of all providers who have performed services for the aggrieved Member on behalf of SkyMed pursuant to this Agreement; summary of all information gathered from SkyMed's internal records and investigation initiated by the submission of the Member's grievance; and
- ☞ A detailed description of the Member's grievance.

In the event that the Member's grievance is medically related, a copy of such summary shall simultaneously be submitted to a Physician, other than the Member's Attending Physician, who is qualified to evaluate a medical grievance of the type submitted. In the event that a meeting between the aggrieved Member and a representative of SkyMed is necessitated to fully resolve the Member's grievance, the meeting will take place in the Scottsdale, Arizona offices of SkyMed International, Inc.

Processing Time

Though Members are encouraged to contact SkyMed by telephone to ensure prompt resolution of a Member's grievance, SkyMed shall process oral and written grievances within a time which shall not exceed sixty (60) days of submission. In the event that a complete and proper investigation of a Member's grievance requires that SkyMed obtain information outside of its service area, SkyMed shall be entitled to an additional thirty (30) days within which to process the Member's grievance. In the event that such grievance is submitted to arbitration, SkyMed shall have additional time, not to exceed 270 days, from the date of initial submission within which to process the grievance.

Binding Arbitration

Any controversy arising out of or related to this Agreement or the breach thereof shall be settled by arbitration in Maricopa County, Arizona, in accordance with the rules of The American Arbitration Association, and judgment entered upon the award rendered may be enforced by appropriate judicial action. The arbitration panel shall consist of one person, which shall be the mediator if mediation has occurred or shall be a person agreed to by each party to the dispute within 30 days following notice by one party that he desires that a matter be arbitrated. If there was no mediation and the parties are unable within such 30 day period to agree upon an arbitrator, then the panel shall be one arbitrator selected by the Maricopa County office of The American Arbitration Association, which arbitrator shall be experienced in the area of air travel concerning medical transport and who shall be knowledgeable with respect to the subject matter area of the dispute. The losing party shall bear any fees and expenses of the arbitrator, other tribunal fees and expenses, reasonable attorney's fees of both parties, any costs of producing witnesses and any other reasonable costs or expenses incurred by him or the prevailing party or such costs shall be allocated by the arbitrator.

The arbitration panel shall render a decision within 30 days following the close of presentation by the parties of their cases and any rebuttal. The parties shall agree within 30 days following selection of the arbitrator to any prehearing procedures or further procedures necessary for the arbitration to proceed, including interrogatories or other discovery; provided, in any event each Limited Partner shall be entitled to discovery.

SkyMed Member Service #18

Global Emergency Travel Services covers SkyMed Members when they are travelling anywhere outside of the SkyMed Coverage Area the USA, Canada, Mexico, the Caribbean, Bermuda, and the Bahamas.



WHAT TO DO IN AN EMERGENCY

- ↳ Call the local emergency response number or have someone take you to a hospital**
- ↳ Call or have someone call Global Emergency Travel Services 1 480 946 5188**
- ↳ When calling from outside the USA & Canada, dial country code 001 480 946 5188**

GLOBAL EMERGENCY TRAVEL TRIP PROGRAM & TRAVEL ASSISTANCE PLAN DESCRIPTION

A comprehensive program providing "WHILE The MEMBER IS AWAY BENEFITS," including emergency medical assistance, worldwide emergency evacuation/repatriation, and other travel assistance services.

PROGRAM DESCRIPTION

If The MEMBER has a medical or travel problem, call Global Emergency Travel Services for assistance.

An English-speaking assistance coordinator will ask for The MEMBER name, The MEMBER company or group name, and a description of The MEMBER situation. Then WE will immediately begin assisting The MEMBER.

If the condition is an emergency, The MEMBER should go immediately to the nearest physician or hospital without delay and then contact Global Emergency Travel Services. WE will then take the appropriate action to assist The MEMBER and monitor The MEMBER's care until the situation is resolved.

Global Emergency Travel Services provides The MEMBER with:

Medical Assistance Services, Medical Evacuation, Repatriation Services.

These services are subject to certain Conditions, Limitations, and Exclusions, also described below.

EMERGENCY MEDICAL TRAVEL ASSISTANCE SERVICES

The services below are covered services up to a combined single limit of \$250,000 (\$100,000 for the Short-Term Plan).

Claim reimbursements are not provided under the Emergency Medical Travel Assistance Services.

All Services must be arranged and provided by Global Emergency Travel Services; otherwise, the MEMBER costs are the MEMBER's sole responsibility.

EMERGENCY MEDICAL EVACUATION

If The MEMBER suffers an INJURY or ILLNESS and in the professional opinion of both Global Emergency Travel Services' Medical Director and the attending physician, the INJURED or ILL party is:

- ↳ Not receiving adequate treatment from the facility, they are at;**
- ↳ The medical condition and situation require immediate emergency medical treatment, without which there would be a significant risk of death or serious impairment;**

Global Emergency Travel Services will provide an emergency evacuation (under medical supervision, if necessary) by whatever means necessary to the nearest facility capable of providing adequate care. Services include that Global Emergency Travel Services will:

- ↳ Arrangement and payment of the transportation;**
- ↳ Arrangement and payment of the cost of a medical escort if necessary.**
- ↳ Medically Necessary Repatriation:**

MEDICALLY NECESSARY REPATRIATION

Global Emergency Travel Services will transfer The MEMBER, by whatever means necessary, to a medical facility near HOME or directly to HOME for continuing care provided:

- ↳ The MEMBER has been Evacuated under the "Emergency Medical Evacuation" benefit as described Above; or**
- ↳ The MEMBER has become stabilized from treatment for an INJURY or ILLNESS at an adequate facility, and it has been deemed necessary by both Global Emergency Travel Services' Medical Director and the attending physician that the INJURED or ILL party cannot continue their trip and must return home immediately to recover,**

Services include that Global Emergency Travel Services will:

- 1) Arrangement and payment for the transportation;
- 2) Arrangement and payment of the cost of a medical escort if necessary.



REPATRIATION of MORTAL REMAINS

In the event of The MEMBER'S death, Global Emergency Travel Services will render assistance and provide for the return of mortal remains. Services include arranging and paying for:

- ✚ Locate a funeral home to perform the service of sending the body home;
- ✚ Transportation of the body from the site of death to the sending funeral home and then to the airport;
- ✚ A minimally necessary casket or air tray for transport;
- ✚ Coordination of consular services (in the case of death overseas);
- ✚ Procuring death certificates (maximum of three (3)); and
- ✚ Transport of the remains from the airport to the receiving funeral home.

Other services that might be performed in conjunction with those listed above include:

- ✚ Making travel arrangements for any travelling companions;
- ✚ Identification and/or notification of next of kin

The services below are subject to certain sub-limits:

- ✚ Transportation of a Travelling Companion:

If The MEMBER is travelling Away from Home and The MEMBER requires a "Medical Emergency Evacuation", "Medically Necessary Repatriation" or "Repatriation of Mortal Remains" as outlined above, Global Emergency Travel Services will arrange and pay for one (1) "one-way" economy class ticket to return The MEMBER or The MEMBER's TRAVELLING COMPANION Home up to a maximum of \$5,000.

Return of Dependent Children

If The MEMBER is hospitalized or expected to be hospitalized for more than seven (7) days and The MEMBER are travelling with The MEMBER DEPENDENT Children or Grandchildren who are under eighteen (18) years of age and are left unattended as the result of The MEMBER INJURY or ILLNESS, Global Emergency Travel Services will arrange and pay for the return of The MEMBER minor children or grandchildren to their home, and if necessary, accompany them with a travelling attendant up to a maximum of \$5,000.

Visit by Family Member or Friend:

If The MEMBER is hospitalized or expected to be hospitalized for more than seven (7) days and are travelling alone, Global Emergency Travel Services will arrange and pay for one (1) economy class round-trip ticket for a family member or friend of The MEMBER choice to join The MEMBER up to a maximum of \$5,000.

Global Emergency Travel Services will arrange suitable hotel arrangements for that individual and provide an allowance for that individual of up to \$100 a day to a maximum of ten (10) days for boarding and meals.

TRAVEL ASSISTANCE SERVICES

Emergency Travel Arrangements

In an emergency, Global Emergency Travel Services shall help The MEMBER change airline, hotel, or car rental reservations as necessary.

Emergency Cash Advance Assistance

In an emergency, Global Emergency Travel Services shall provide assistance to The MEMBER by arranging for the forwarding of funds from The MEMBER account, credit cards, or family members. All fees associated with the transfer of funds will be billed to the MEMBER's credit card at the time of service.

Replacement of Lost or Stolen Travel Documents Assistance

Global Emergency Travel Services shall provide assistance to The MEMBER by arranging for the replacement of passports, visas, airline documents, birth certificates, and other travel-related documents. All fees associated with the acquisition or forwarding of these documents will be billed to the MEMBER's credit card at the time of service. Administrative Note: Some of these services may be subject to the United States Patriot Act, and limited services may be realized depending upon the request.

Legal Referrals

If a MEMBER is TRAVELLING AWAY FROM HOME and is arrested, is involved in an accident, or otherwise requires the services of an attorney, Global Emergency Travel Services shall arrange for an initial telephone consultation with an attorney without charge. Global Emergency Travel Services shall also assist with the securing of a bail bond if needed. If further legal assistance is needed, MEMBER will be referred to an attorney in the appropriate geographic area. Fees and costs charged by the referred attorney shall be the responsibility of The MEMBER.

Translation Services

Global Emergency Travel Services shall, without charge, provide foreign language assistance over the telephone or up to one-page translations submitted via fax. If necessary, Global Emergency Travel Services shall also provide referrals to translators and interpreters. All fees for such services are the responsibility of The MEMBER.

Emergency Message Forwarding Assistance

In the event, a The MEMBER is unable to reach an employer, family member, or traveling companion, Global Emergency Travel Services shall forward a message via telephone or email to the intended party.



PROGRAM DEFINITIONS

The following definitions apply:

"Assistance Company", "Global Emergency Travel Services", "WE", "US", "OUR", means the program's service provider.

"Coverage" means the period of time for which The MEMBER is validly enrolled for Global Emergency Travel Services and for whom WE have received the appropriate enrollment fee.

"Dependent" means the MEMBER's spouse (to include legally recognized domestic partner), unless they are legally separated; the MEMBER's unmarried children from birth and under age 18; or under age 24, if enrolled as a full-time student in an accredited college, university, vocational or technical school; and children whose support is required by a court decree. Children include natural children, stepchildren, legally adopted children, and grandchildren. With the exception of grandchildren, all children must be primarily dependent on the MEMBER for support and maintenance and must live in a parent-child relationship with the MEMBER. Family coverage includes any and all legal dependents of the MEMBER at the time of service.

"Home" shall mean the MEMBER's PERMANENT PRIMARY RESIDENCE.

"Illness" means a sudden and unexpected sickness that manifests itself during The MEMBER Coverage Period.

"Injury" means an identifiable accidental injury caused by a sudden, unexpected, unusual, specific event that occurs during The MEMBER Coverage Period.

"Permanent Primary Residence" means where The MEMBER has true, fixed, and permanent home and principal establishment.

"Physician" means any physician retained by Global Emergency Travel Services to provide US with consultative and advisory services, including the review and analysis of the quality of medical care The MEMBER is receiving.

"Travelling Companion" shall mean The MEMBER Dependent or friend who has accompanied The MEMBER on The MEMBER trip and are utilizing the same accommodations.

"YOU", "YOUR" and "MEMBER" means a person validly enrolled for this program for whom WE have received the appropriate enrollment fee.

"Travelling Away From Home" means being on a vacation or business trip 100 miles or more away from The MEMBER's PERMANENT PRIMARY RESIDENCE (by car, plane, or other modes of travel), **with a maximum trip duration of 90 days.**

CONDITIONS AND LIMITATIONS

The services described are available to the MEMBER only during the MEMBER Coverage Period, and medical assistance services are available only when the MEMBER is Travelling Away From Home.

Expenses for the WHILE The MEMBER IS AWAY BENEFITS will only be covered if WE have given OUR prior approval or if those services are coordinated by US.

Global Emergency Travel Services has sole discretion in making the coverage determination for the MEMBER TRANSPORTATION AFTER STABILIZATION. OUR determination will be based on The MEMBER's medical inability to return in The MEMBER's vehicle or previously booked transportation. WE will not return The MEMBER to The MEMBER's PERMANENT PRIMARY RESIDENCE for the sole sake of The MEMBER's convenience. In the event WE are arranging transportation by commercial air under the EMERGENCY MEDICAL EVACUATION benefit, and The MEMBER holds an original return airline ticket, WE may use that ticket and are only responsible for any applicable change fees. Global Emergency Travel Services has sole discretion in making the determination as to whether WE will cover the cost of EMERGENCY MEDICAL EVACUATIONS and RV/VEHICLE RETURNS. OUR decision will be based on medical considerations, including the recommendations of the treating physicians, OUR ASSISTANCE COMPANY PHYSICIANS, and OUR Medical Director with respect to The MEMBER condition and ability to travel. WE will determine the appropriate method, destination, and timing of any evacuation. The destination will be the nearest facility capable of providing appropriate care as determined by US.

WE will only direct-pay any transportation costs under the EMERGENCY MEDICAL EVACUATION, and RETURN OF MORTAL REMAINS to the transportation providers unless otherwise approved by US in advance. WE are not responsible for the availability, quality, results of, or failure to provide any medical, legal, or other care or service caused by conditions beyond OUR control. This includes The MEMBER's failure to obtain care or service or where the rendering of such care or service is prohibited by U.S. law, local laws, or regulatory agencies.

The MEMBER legal representative shall have the right to act for The MEMBER and on The MEMBER's behalf if The MEMBER is incapacitated or deceased.

All legal actions arising under this Agreement shall be barred unless written notice thereof is received by US within one (1) year from the date of the event giving rise to such legal action. MEMBER may be required to release US or any health care provider from liability during emergency evacuation and/or repatriation.

Without limiting the foregoing, OUR actions and obligations under this Agreement are ministerial in nature, and all medical care is provided by medical professionals ultimately selected by a MEMBER, and in no event is this the responsibility of Global Emergency Travel Services. Global Emergency Travel Services is not liable for any malpractice performed by a local doctor, healthcare provider, or attorney. Global Emergency Travel Services retains the medical discretion to limit one Medically Necessary Evacuation and/or Medically Necessary Repatriation attributable to any single medical condition of the MEMBER.



PROGRAM COSTS

Once enrolled in this program, The MEMBER cannot be singled out for fee increase, nor can The MEMBER benefits be changed unless the program costs or benefits are changed for all MEMBERS of the group. If rates and benefits are changed for the group, individual participant rates will only change upon The MEMBER renewal date and with proper notification. Annual program rates are earned as paid after the initial money back review period, and The MEMBER program costs are guaranteed for the remaining annual period.

EXPENSES NOT COVERED

WE shall not be responsible for any costs or expenses arising from:

1. Hospital or medical expenses of any kind or nature;
2. Travel arrangements that were neither coordinated by nor approved by US in advance;
3. Anyone travelling against the advice of a physician, travelling with a life-threatening illness, chronic medical condition, travelling for the purpose of obtaining medical treatment or elective surgery;
4. Suicide, attempted suicide, or willful self-inflicted injury;
5. Taking part in military or police service operations or travelling in a country in which the US State Department has issued travel restrictions;
6. The commission of, or attempt to commit, an unlawful act;
7. Injury or illness caused by or contributed to by use of drugs or alcohol;
8. Pregnancies, SkyMed does not provide services for complications due to pregnancy;
9. Mountaineering or rock climbing necessitating the use of guides or ropes, spelunking, skydiving, parachuting, ballooning, hang-gliding, deep-sea diving utilizing a hard helmet with an air hose attachment, flying in an experimental aircraft, racing of any kind other than on foot, bungee jumping, operating a vehicle when not properly licensed, or participating in professional sports unless otherwise agreed in writing by US prior to YOUR Coverage Period;
10. Psychiatric, psychological, or emotional disorders;
11. Unless specifically listed herein, incidental expenses, including but not limited to accommodations, local transportation, meals, telephone, and facsimile charges;
12. Subsequent evacuations for the same or related medical condition, regardless of location;
13. Services covered by other valid and collectible insurance, including Medicare;
14. Services not otherwise shown as covered;
15. MEMBERS who enroll in this plan while hospitalized.

SUBROGATION/MITIGATION

Because the services offered by Global Emergency Travel Services are intended to be secondary to a MEMBER's primary health and/or auto insurance coverage, and in order to mitigate any losses, the MEMBER agrees that Global Emergency Travel Services shall have the right to recover the cost of any services provided hereunder from the MEMBER'S primary insurance, or, if such insurance reimburses the MEMBER, to recover from the MEMBER.





9089 E Bahia Drive, Suite 100,
Scottsdale, AZ 85260 -1561

www.skymed.com

EMERGENCY CALLS

1 800 475 9633

1 480 946 5188 collect

Worldwide call direct or collect, your call will be accepted 24/SEVEN/365

From Mexican Cell Phone Call

001 480 946 5188

When calling from outside the USA or Canada, dial country code 001 first

General Member Questions

1 800 475 9633

(8:30am to 5pm, Arizona Time, Monday through Friday)

Send faxes to: 1 866 255 5824

E M A I L

info@skymed.com

membermanagement@skymed.com

to notify SkyMed of changes to your membership record

memberservices@skymed.com

to notify SkyMed of emergency service alerts



SkyMed International, Inc.

SkyMed Florida, SkyMed USVI, SkyMed Canada,
SkyMed Travel, Fareline, Global Emergency Travel Services