



HTH Worldwide

Global Health and Safety

Travel Assistance Services

Membership Agreement

Eligibility

The following eligibility requirements apply:

1. Only those persons designated as Members on the Application shall be eligible for services under this program.
2. Membership in the HTH Worldwide Global Health and Safety Assistance Services program continues only for the period for which the subscription fee has been paid.
3. Newborn or adopted children shall be considered Members under the Program for the first 31 days from the date of birth or adoption. Eligibility after that is subject to the newborn's or adopted child's inclusion on the Application and the Member has paid the applicable subscription fee.

Overview of Assistance Services

HTH's Global Health and Safety Assistance Services program provides a continuum of services helping travelers manage routine, urgent and emergent medical issues abroad. HTH responds by helping members to identify and access quality healthcare services around the world.

Travel Assistance Services

- **Prescription Drug Replacement--** if a member loses or exhausts his/her supply of prescription medications, HTH will assist in replacing the medication via shipment or local pharmacy, with a guarantee from the member.
- **Contact Lens Replacement--** if a member loses his/her contact lenses while traveling, HTH will assist in replacing the lenses
- **Advance of Medical Payment--** if healthcare providers require payment in advance, HTH will assist the member to make payment in cash, if necessary, with a guarantee of reimbursement from the member
- **Passport Replacement/Embassy Referral--** if a passport is lost or stolen or the member needs to assert their rights as a U.S. citizen, HTH will refer them to the most convenient and appropriate embassy or consulate
- **Legal Referral--** when a member encounters issues while traveling that require legal advice, HTH will refer them to legal professionals experienced in navigating local legal systems
- **Lost Baggage Retrieval--** if a member's baggage is lost or delayed in transit, HTH will assist in working with the airline to resolve the issue
- **Translation Services--** if language barriers threaten a trip, HTH will refer members to an appropriate telephonic service on short notice.

Managing Serious Medical Conditions

- **Monitoring Medical Condition--** when a member is receiving inpatient care, HTH case managers and medical directors will assess the medical condition using the latest medical standards to determine whether the member should be moved to a higher level of care or evacuated.
- **Medical Evacuation--** when medically necessary and subject to the HTH Worldwide's prior approval and coordination, HTH Worldwide will coordinate and pay for a medically supervised return to the Member's permanent residence or, if appropriate, to a health care facility nearer to the Member's travel destination.
- **Bedside Visit--** If a member is hospitalized for seven or more consecutive days, HTH Worldwide will arrange and pay for the cost for one economy round-trip air fare ticket for a family member or friend. HTH services do not include coordination of or payment for accommodation, meals, ground transportation and other incidentals.
- **Repatriation of Remains--** If a member dies while traveling outside of their home country, HTH Worldwide will pay the necessary expenses incurred for the repatriation of the member's remains to his/her Home Country in a manner approved and coordinated by HTH Worldwide.

Pre-Travel Planning and Promoting Access to Care

Prior to departure, HTH members have access to tools and telephonic assistance to plan in advance to protect their health and safety while abroad.

- **Itinerary-based Medical Contingency Plan--** a pre-departure report with detailed profiles of destination-specific health and safety risks and top medical resources that conform to individual travelers' itineraries.
- **Personal Health Profiles--** secure web pages that enable travelers to store medications and physicians; used as a reference when treatment is needed far from home.
- **International Travel Vaccination Guide--** allows members to easily determine which diseases are endemic to their destination and which vaccinations they need to stay healthy.
- **Travel Clinic Locator--** allows members to book appointments with a travel medicine professional who can provide advice and vaccinations prior to travel.
- **Notable Hospital and Clinic Profiles--** information about providers can be made available to assist members find care when outside the United States.
- **Brand name drug translations--** yield the country-specific brand name under which common prescription and over-the-counter medications are sold. Includes the names, generic equivalent, availability and preparation of 350 brand names drugs in 24 countries.
- **Medical Phrase and Term Translations--** capture idiomatic healthcare terms ("hay fever", "CAT scan") and critical healthcare phrases ("When can I travel?") in the six most commonly spoken languages.
- **Health and Safety Alerts--** warnings published daily on health hazards, disease outbreaks and security threats around the world. These alerts can be personalized and pushed to mobile devices or via email.
- **Security Profiles--** provides members with up-to-date city-level information about political climate, communication infrastructure, prevalence of crime and terrorism and the reliability of police, hotels and transportation.

Definitions

Accident (Accidental) means a sudden, unexpected and unforeseen, identifiable event producing at the time objective symptoms of an Injury. The Accident must occur while the Member is enrolled in the Program.

Application means all information provided by the Member for the preparation and administration of the Program.

Member means an Eligible Participant [and any Eligible Dependents] as described in the eligibility section, for whom Program fees are paid and who is entitled to services under the membership program.

Eligible Dependent: An Eligible Dependent may be the Eligible Participant's lawful spouse and/or his/her unmarried children under age 19 who are chiefly dependent upon the Eligible Participant for support and maintenance. The term "child/children" includes a natural child, a legally adopted child, a stepchild, and a child who is dependent on the Eligible Participant during any waiting period prior to finalization of the child's adoption.

Eligible Participant means a person:

1. Who is a person validly enrolled in the Program;
2. Who meets the Eligibility Requirements as specified for the Program; and
3. For whom HTH Worldwide, or its agent, has received the appropriate Program fees.

Emergency Medical Services are urgent medical services and care rendered by a health care provider for the treatment of sudden accidental injuries sustained by a Member or due to a sudden, unforeseen illness requiring immediate medical attention.

Emergency is a situation when, in the professional opinion the health care provider and HTH Worldwide, a clear and significant risk of death or imminent serious injury or harm to a Member exists and for which evacuation is usually required in 24-48 hours.

Enrollment Period means the period of time for which the Member is validly enrolled for the Program and for whom HTH Worldwide has received the appropriate Program fee.

Home Country means the Member's country of citizenship as stated on the Application. For purposes of providing medical evacuation and repatriation services: (1) The Member's immediate family (spouse, dependent children, or life partner) shall be deemed to have the Member's nationality; and (2) in the event of dual nationality, the Member must elect one nationality.

Illness means a sudden and unexpected sickness that manifests itself during the Enrollment Period.

Injury means bodily injury caused directly by an Accident. It must be independent of all other causes. To be eligible for services, the Injury must first be treated while the Member is enrolled under the program. An Illness is not an Injury. A bacterial infection that occurs through an Accidental wound or from a medical or surgical treatment of an Illness is an Injury.

Serious Medical Condition means a condition which in the opinion of an HTH Worldwide physician requires emergency medical treatment to avoid death or serious impairment to the Member's health. In determining whether a Serious Medical Condition exists, the HTH Worldwide physician may consider the Member's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

Exclusions/Restrictions on Medical Evacuation Services

1. If a Member is involved in an Accident or suffers a sudden illness requiring Emergency Medical Services while traveling outside of their home country and adequate medical facilities are not available in a life threatening situation, HTH Worldwide will coordinate and pay for a medically-supervised evacuation to the nearest appropriate medical facility. The determination of whether a medical condition constitutes an emergency and whether area facilities are capable of providing adequate medical care shall be made by physicians designated by HTH Worldwide after consultation with the attending physician on medical factors. As part of a medical evacuation, HTH Worldwide shall also make all necessary arrangements for ground transportation to and from the hospital, as well as pre-admission arrangements, where possible, at the receiving hospital. All evacuations must be approved and coordinated by HTH Worldwide.
2. Unless they are approved in advance and in writing by HTH Worldwide and/or arranged by HTH Worldwide. This exception shall not apply to Emergency Medical Evacuation from remote or primitive areas when HTH Worldwide cannot be contacted in advance and delay might reasonably be expected in loss of life or harm to the Member.
3. In connection with any event occurring when the Member is within the territory of his/her Home Country or when the Covered Member is within 100 miles from the territory of his/her home in the Home Country.
4. For more than one emergency medical evacuation and/or repatriation for any single medical condition of a Member per calendar year.
5. For medical evacuation or repatriation if the Member is not suffering from a Serious Medical Condition, and/or in the opinion of the HTH Worldwide physician, the Member can be adequately treated locally, or treatment can be reasonably delayed until the Member returns to his/her Home Country or Country of Assignment.
6. For medical evacuation or repatriation where the Member, in the opinion of the HTH Worldwide physician, can travel as an ordinary passenger without a medical escort.
7. In connection with any conditions related to childbirth, miscarriage or pregnancy. This exception shall not apply to any abnormal pregnancy or vital complication of pregnancy which endangers the life of the mother and/or unborn child during the first twenty-four (24) weeks of pregnancy.
8. Relating to Accident or injury occurring while the Member is engaged in caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, bungee-jumping, ballooning hang gliding, deep sea diving utilizing hard helmet with air hose attachments, martial arts, rallying, racing of any kind other than on foot, and any organized sports undertaken on a professional or sponsored basis.
9. For any conditions incurred due to emotional, mental or psychiatric illness.
10. Relating to self-inflicted injury, suicide, drug addiction or abuse, alcohol abuse, or sexually transmitted diseases.
11. For any conditions related to the Member engaging in any form of aerial flight except as a passenger on a scheduled airline flight; as a passenger on a licensed charter fixed wing aircraft over an established route; or as a passenger traveling on a business related activity in a fixed wing aircraft owned or leased to the Member.
12. If the Member was engaging in the commission of, or the attempt to commit, an unlawful act.
13. For injuries incurred as a result of the Member engaging in active service in the armed forces or police of any nation; active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrection.

14. For injuries incurred as a direct result of nuclear reaction or radiation.
15. For medical evacuation and repatriation for trips that exceed 90 days or more in length.

HTH Worldwide at its sole discretion will assist Members on a fee-for-service basis for interventions falling under the above Exceptions. HTH Worldwide reserves the right, at its sole discretion, to request additional financial guarantees or indemnification from the Member prior to rendering such services on a fee-for-service basis.

HTH Worldwide shall not be responsible for the payment of hospital or medical expenses of any kind or nature.

General Provisions

Service Contract Documents

The Terms and Conditions and Application shall be deemed the Agreement and are incorporated herein by reference. This contract sets forth the services which HTH Worldwide agrees to provide to the Member.

Indemnification, Limitations and Waivers

In the course of providing services under the Program, HTH Worldwide may be engaged in ultra-dangerous or hazardous circumstances, emergency situations, high-risk activities, sudden or unexpected events and occurrences. Given these unusual and difficult circumstances, it is agreed that:

Indemnification

The Member agrees to indemnify, defend and hold HTH Worldwide, its subsidiaries and affiliates, and their respective directors, officers and employees, harmless from and against any and all claims, suits, actions, proceedings, or liabilities of any kind, including reasonable attorney's fees and expenses, relating to the services being provided to the Member hereunder.

Force Majeure

HTH Worldwide shall not be liable for failure to provide services and/or delays caused by acts of God, strikes, or conditions beyond its control, including but not limited to, flight conditions or situations where the rendering of services is prohibited or delayed by local laws, regulators or regulatory agencies. HTH Worldwide shall notify the Member of any circumstance likely to cause such failure or delay as soon as reasonably practicable.

Conduct of Others

The Member waives all claims against HTH Worldwide for any loss resulting from any advice given, services provided or any acts or omissions of any service provider including, without limitation, providers of medical services, transportation, security personnel or legal services who are referred or utilized by HTH Worldwide unless due to HTH Worldwide's willful misconduct.

Consequential Damages

In no event shall HTH Worldwide be liable for any incidental, special, consequential or indirect loss, damages, costs, charges, fees or expenses, including without limitation, loss of profits, loss of income, loss of business or loss of use.

Time Limitations

Any and all legal actions and claims arising under this Program shall be barred unless written notice thereof is received by HTH Worldwide within one (1) year of the date of the event giving rise to such action or claim.

Emergency Record

The information in the emergency record is a representative summary of the Member's medical history and not a comprehensive compilation thereof. HTH Worldwide attempts to collect and store accurate information from the Member as provided by them. HTH Worldwide shall not be responsible for errors or omissions which result from or arise out of inaccurate or incorrect information provided by the Member.

Other Limitations

Any information contained herein or provided by HTH Worldwide under these services is general in nature and should not be construed as definitive or binding advice and shall not be deemed to be medical advice, of any nature. HTH Worldwide specifically recommends that the Member consult with an appropriate travel-medicine physician or other physician of Member's choosing to determine Member's medical course of action.

This Agreement is entered into between the Member and HTH Worldwide, and is not intended by the parties, nor shall it be construed to, have the effect of creating or conferring any third-party beneficiary status or rights hereunder upon the Member or any other person (including family members) who may be eligible for Services provided under the Program.

Authorization and Release

HTH Worldwide shall require Members and their immediate family to give HTH Worldwide **written authorization and a written release** prior to rendering services under the Program.

Subrogation

HTH Worldwide shall be subrogated to any right or claim that the Members may have against a third party and which results in the rendering of services by HTH Worldwide under the Program.

Geographic Scope of Service

The services provided by HTH Worldwide under this Program are rendered on a worldwide basis, provided that HTH Worldwide shall be under no obligation to provide the services described to Members located in areas that HTH Worldwide determines present a risk of war (whether declared or undeclared, civil or other hostilities) or where political conditions make the provision of such services impossible or reasonably impracticable; or

Governing Law

This Contract shall be construed and governed by the laws of the Commonwealth of Pennsylvania, United States of America. The venue for all claims and disputes under this Contract, and all lawsuits filed concerning this Contract, shall be maintained in Delaware County, Pennsylvania, United States of America.