



# CAP TRAVEL ASSISTANCE PLAN

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RULES & REGULATIONS

THE RULES AND REGULATIONS CONTAINED HEREIN GOVERN FOCUSPOINT INTERNATIONAL'S PROVISION OF TRAVEL ASSISTANCE SERVICES UNDER THE CARE & ASSISTANCE PLAN (HEREINAFTER REFERRED TO AS "CAP", "CAPMED" OR "CAP ADVANTAGE"). THEREFORE, IT IS IMPORTANT THAT YOU READ THE RULES AND REGULATIONS CAREFULLY AND KEEP THEM WITH YOUR TRAVEL PAPERS IN ORDER TO FULLY UNDERSTAND FOCUSPOINT'S SERVICES AND HOW TO ACCESS THEM PROPERLY.

CAP IS A TRAVEL ASSISTANCE PLAN, NOT AN INSURANCE POLICY. FOCUSPOINT DOES NOT AND WILL NOT REIMBURSE OR INDEMNIFY CUSTOMERS FOR ANY EXPENSES INCURRED DIRECTLY BY A CUSTOMER AND/OR ON BEHALF OF A CUSTOMER.

YOU ACKNOWLEDGE AND ACCEPT THAT YOU SHALL AT ALL TIMES RESPECT ALL SAFETY ALERTS AND INSTRUCTIONS PROVIDED BY FOCUSPOINT AND IN ADDITION TAKE ALL RELEVANT PRECAUTIONS AND COMPLY WITH GENERAL RULES ON SAFETY. NOTHING IN THE CONTENT OR THE SERVICE IS INTENDED TO REPLACE YOUR OWN RISK ASSESSMENT, COMMON SENSE, OR GENERAL PRINCIPLES ON GOOD SAFETY AND PERSONAL SECURITY. YOU FURTHER ACKNOWLEDGE AND ACCEPT THAT EVEN THOUGH THERE MAY NOT BE ANY ACTIVE ALERTS FOR AN AREA THAT DOES NOT MEAN THAT THE AREA IS SAFE, AND GENERAL SAFETY SHOULD ALWAYS BE A CONCERN. ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST THIS ASSISTANCE PLAN, SUBMITS AN APPLICATION OR REQUESTS ASSISTANCE, CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

THE CONTENT AND THE SERVICE CONSTITUTE A TOOL TO BE USED FOR RISK MANAGEMENT AND RISK ASSESSMENT (E.G., FOR TRAVELERS). FOCUSPOINT IS UNABLE TO WARRANT THAT ALL INFORMATION AND UPDATES ARE COMPLETE, ADEQUATE AND ERROR FREE. FOCUSPOINT DISCLAIMS ALL LIABILITY AND SHALL NOT BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY DUTY, PRE-CONTRACT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THE SERVICE. USERS SHOULD ALWAYS EVALUATE OUTPUT AND DATA FROM THE SERVICE ON AN INDIVIDUAL BASIS.

IF YOU HAVE ANY QUESTIONS REGARDING THE CAP TRAVEL ASSISTANCE PLAN, PLEASE CONTACT FOCUSPOINT INTERNATIONAL AT +1 866 340 8569 OR EMAIL US AT CAP@WWFOCUS.COM. SHOULD A CRISIS OR THE NEED FOR ANY PROTECTED ASSISTANCE OCCUR DURING TRAVEL, CAP CRISIS CONSULTANTS MUST BE CONTACTED AT THE TELEPHONE NUMBER LISTED BELOW, AND/OR BY ACTIVATING THE "ASSIST" BUTTON IN THE CAP ADVANTAGE APP FOR THOSE CUSTOMERS THAT HAVE ACCESS TO THE CAP ADVANTAGE PLATFORM:

## **24 Hour Crisis Response Center (CRC) Hotline +1 619 717 8549**

A CAP TRAVEL ASSISTANCE PLAN NUMBER IS ISSUED UPON ACTIVATION. CAP CUSTOMERS MUST BE AVAILABLE TO CONFIRM THE PLAN IS ACTIVE AND IS ELIGIBLE FOR RESPONSE. FAILURE TO CONFIRM YOUR PLAN'S ACTIVATION STATUS MAY RESULT IN A DELAY OR DENIAL OF SERVICE.

ANY AND ALL ASSISTANCE PROVIDED TO A CAP CUSTOMER IS DONE AT THE SOLE DISCRETION OF FOCUSPOINT INTERNATIONAL.

FOCUSPOINT INTERNATIONAL SHALL NOT BE LIABLE TO PROVIDE ANY BENEFIT OR INCUR IN ANY EXPENSE HEREUNDER TO THE EXTENT THAT THE PROVISION OF SUCH ASSISTANCE OR SUCH BENEFIT WOULD EXPOSE FOCUSPOINT INTERNATIONAL TO ANY SANCTION, PROHIBITION OR RESTRICTION UNDER UNITED NATIONS RESOLUTIONS OR THE TRADE OR ECONOMIC SANCTIONS, LAWS OR REGULATIONS OF THE EUROPEAN UNION, UNITED KINGDOM OR UNITED STATES OF AMERICA.

## DESCRIPTION OF CAP ASSISTANCE SERVICES

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CAP is a travel assistance plan powered exclusively by FocusPoint International, Inc. CAP customers are provided a number of benefits (listed below) and assistance for a wide range of crises (further defined herein) that directly impacts or has the potential to impact a customer during a qualifying period of travel. BASED ON THE PLAN TYPE PURCHASED, CAP TRAVEL ASSISTANCE benefits include:

### **CAP ADVANTAGE (Technology/Travel Tracking/Duty of Care Information Access) Benefits / Features:**

1. Mobile App with GPS Travel Tracking
2. Location-Based Mapping Interface
3. One-Touch Emergency Assistance Button
4. Two-Way Communications
5. Safety Check-In Button
6. User-Defined Tracking
7. Travel Risk Intelligence
8. Itinerary Management
9. Web-Based Travel Risk Portal

### **SECURITY ASSISTANCE BENEFITS**

1. 24/7 Assistance Hotline
2. Crisis Consultation (phone advice)
3. Emergency Message Transmission
4. Legal Referrals
5. Lost Document Advice & Assistance
6. Lost Baggage Assistance
7. Access to Interpreters
8. Health, Safety, and Security Related Travel Alerts (if selected during the purchase process)

What We Provide: as a fully funded service, at no additional cost to you:

Response to the following ten (10) **Crisis Events:**

1. Violent Crime
2. Political Threats (extended to include civil threats caused by riots, strikes and civil commotion)
3. Terrorism
4. Kidnap for Ransom
5. Blackmail or Extortion
6. Wrongful Detention
7. Hi-Jacking
8. Disappearance of Persons
9. Natural Disasters
10. Pandemic Threat

### **MEDICAL ASSISTANCE BENEFITS**

1. Medical and Dental Referrals
2. Advance of Emergency Medical Expenses
3. Medical Monitoring
4. Translation Services
5. Coordination/Assistance with Medical Payments
6. Advance of Payment of Expenses pertaining to Emergency Transportation Services

What We Provide: as a fully funded service, at no additional cost to you:

1. Emergency Relocation
2. Medically Necessary Repatriation
3. Repatriation of Mortal Remains
4. Visit of a Family Member or Friend
5. Return of Dependent Children
6. Transport Escort
7. COVID19 Illness Medically Necessary Repatriation
8. COVID19 Government Mandated Quarantine
9. Return of Vehicle, as a result of medically necessary repatriation

During the term of the plan, CAP customers have on-demand access to a dedicated 24/7 Crisis Response Center (CRC) Hotline; where they can receive advice, and (if necessary, as determined solely by FocusPoint), coordinated in-country response services to assist CAP customers directly impacted by the covered crisis event.

## DEFINITIONS

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### **CAP Customer(s)**

The Person(s), defined in the plan purchase confirmation, work order, or service agreement, protected by the crisis consultant under the terms of service of this plan.

### **Crisis Event**

For the purpose of this travel assistance plan, a crisis means any decisive, unstable or crucial time, which occurs during the customer's **period of travel**, resulting from an unforeseen event, which has directly caused or has the potential to cause serious bodily harm, detention or death to a CAP customer. Any crisis or crises arising out of, based upon, or attributable to related, continuous or repeated events shall be a single crisis for the purpose of this travel assistance plan.

### **Crisis Consultant**

FocusPoint International, Inc. and its appointed or authorized agents/consultants, who exclusively provide service to respond to a CAP customer's crisis event.

### **Violent Crime**

Any act or threat of violence to a CAP customer, which causes, or is likely to cause, death or serious bodily injury.

### **Political Threat**

The threat of action designed to influence the government or an international governmental organization or to intimidate the public, or a section of the public; to advance a political, religious, racial, or ideological cause. For the purposes of this travel assistance plan, a political threat is extended to mean civil threats caused by riots, strikes, or civil commotion.

### **Terrorism**

Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## **Hazardous Occupations**

Any logging, fishers and related fishing workers, airline pilots and flight engineers, construction labor, structural iron and steel workers, mining, refuse and recyclable material collection, electrical and telecommunication power/transmission line and tower installers and repairers, truck driving, farming and ranching labor, public sector first/emergency response (Police, Fire, EMT), and correctional facility labor.

## **Hazardous Summer Sports**

The plan customer's participation in: hang gliding; parachuting; bungee or BASE jumping or wing suiting; water skiing; spelunking, scuba diving: whether with a certified instructor or not, to depths in excess of 30m; mountaineering; rock climbing of any type; mountain climbing to heights above 3,000 MTS above sea level; and any other sport undertaken in non-commercial areas that have no care, custody, or control from a commercial operator and/or for thrill/profit/notoriety/publicity/endorsement/social media attention-seeking versus standard recreational purposes.

## **Hazardous Winter Sports**

The plan customer's participation in the activities of: skiing, cross-country skiing, snowboarding, ice skating; snowshoeing; or any other sport undertaken in non-commercial areas that have no care, custody, or control from a commercial operator and/or for thrill/profit/notoriety/publicity/endorsement/social media attention-seeking versus standard recreational purposes. However, if the activities are undertaken within the authorized trails or confines of a commercial and supervised ski resort area or winter sports gymnasium these activities are then not considered hazardous winter sports for the basis of this plan.

## **Hi-Jacking**

Hi-Jacking means the illegal holding under duress for a period in excess of six hours of a CAP customer while traveling on an airplane, vehicle, or watercraft.

## **Disappearance of Persons**

Disappearance means the complete and unexpected loss of contact with a CAP customer during travel for a period in excess of 48 hours.

## **Blackmail & Extortion**

For the purposes of this travel assistance plan, blackmail and extortion mean the making of illegal threats specifically to a CAP customer to:

1. Kill, Injure or Abduct a CAP Customer
2. Damage Property
3. Disseminate, Divulge or Use Trade Secrets

By persons who then demand payment as a condition of not carrying out such threats.

## **Wrongful Detention**

Wrongful detention means the involuntary confinement of a CAP customer by any person(s) acting as agents of or with the tacit approval of any government or governmental entity or acting or purporting to act on behalf of any insurgent party, organization or group.

## **Kidnap for Ransom**

Kidnapping means any event or connected series of events of seizing, detaining, or carrying away by force or subterfuge of a CAP customer by any third party to demand a ransom.

## **Ransom**

Money or other valuables, including cash, monetary instruments, bullion, or the fair market value of any securities or property.

## **Natural Disasters**

Any event or force of nature that has catastrophic consequences and causes damage or the potential to cause a crisis to a CAP customer. This includes an avalanche, landslide, earthquake, flood, forest or bush fire, cyclone, hurricane, tornado, tsunami, volcanic eruption, or other similar natural events that give rise to a crisis if noted and agreed by FocusPoint.

## **Pandemic Threat**

Any sudden outbreak of one or more causative organism(s) belonging to the same genus or species that is infectious or contagious, to which the CAP customer is exposed outside his or her permanent country of residence, threatens the life or long-term health of a CAP customer and becomes widespread affecting a whole region, a continent or the world.

The infectious or contagious disease hereunder includes, but is not limited to, those defined by the relevant Ministry of Health, Labor and Welfare, and/or the World Health Organization (WHO).

## **Period of Travel for United States of America & Foreign International (Outbound) Travel CAP Customer(s)**

From the time a CAP customer arrives at a foreign country, that is not the customer's country of permanent residence, for the period of foreign travel, as indicated by the plan term purchase confirmation stating either: 1) a single trip, with a defined start and end date or travel period duration, or 2) an annual multiple trip plan with a defined plan term start and end (anniversary) date, not to exceed 365 consecutive days of plan term in any trip purchase.

## **Period of Travel for United States of America Resident CAP Customer(s) who purchased domestic travel cover**

From the time the CAP Customer travels over 100 miles/160 kilometers away from their permanent residence (as registered on the CAP purchase confirmation) or arrives at a foreign country, for the **period of travel**, as indicated by the plan term purchase confirmation stating either: 1) a single trip, with a defined start and end date or travel period duration, or 2) an annual multiple trip plan with a defined plan term start and end (anniversary) date, not to exceed 365 consecutive days of plan term in any trip purchase.

## **Pre-Existing Medical Condition**

Request for medical assistance benefit as a result of an accident, injury, illness or other condition of the customer, that occurs prior to the application for the plan, and including the effective date of plan: A) if condition happened, manifested prior to the purchase of this plan or travel date, worsened, became acute symptoms or had symptoms that would have prompted a reasonable person to seek diagnosis, care or treatment prior to the purchase of this plan or travel date; (B) the care or treatment was administered or recommended by a physician prior to the purchase of this plan or travel date; (C) required medication or prescription drugs at any time prior to the purchase of this plan.

## **United States of America Resident CAP Customer(s)**

The Person(s), defined in the plan purchase confirmation, work order, or service agreement, protected by the crisis consultant under the terms of service of this plan who are: legal permanent status by home, principal establishment, work, study, or other government-issued permit.

## **Emergency Relocation**

FocusPoint will arrange the medical transportation of a CAP customer in the event of a medical emergency. Transport will be performed under medical supervision and shall be to the nearest medical facility capable of providing adequate care. As part of the medical transportation, FocusPoint will make all necessary arrangements for ground or air transportation to and from the hospital, as well as pre-admission arrangements, where possible, at the receiving hospital. FocusPoint will arrange for a medical escort(s) to accompany the CAP customer if medically necessary.

## Medically Necessary Repatriation

Following an illness or accident, suffered during the **Period of Travel, and** requiring a CAP customer to obtain medical treatment, FocusPoint, under its sole discretion and consideration, shall arrange, if medically necessary, transportation for a CAP customer from the facility where he or she is receiving medical treatment to the hospital of choice, subject to the customer, after determination by FocusPoint personnel, meeting the following 3 conditions:

1. The CAP Customer is hospitalized (admitted) at a medical facility during the period of travel and his/her medical condition requires continued inpatient care, and;
2. The CAP Customer is medically stable for commercial or private air ambulance flight, as determined by FocusPoint.
3. Availability of a hospital bed, in his or her primary place of residence for further medical treatment or recovery.

As part of medical a repatriation, FocusPoint will make all necessary arrangements for ground transportation to and from the hospital, as well as pre-admission arrangements, where possible, at the receiving hospital. FocusPoint will arrange for a medical escort(s) to accompany the CAP customer if medically necessary.

## COVID-19 Medically Necessary Repatriation

Notwithstanding the medical assistance service limitation described in these rules and regulations, if a CAP Customer:

1. *Tests positive, during a period of travel outside of the CAP customer's country of residence, and/or when traveling more than 100 miles / 160 km's for those customers that qualify for cover while traveling within the United States of America, evidenced in a written documentation from a duly licensed medical professional or diagnostic facility, for COVID-19 virus, or any mutation thereof, and,*
2. *Has been admitted into a medical facility and requires continuous care as a result of contracting the COVID-19 virus, or any mutation thereof, then*

FocusPoint, under its sole discretion and consideration, shall arrange, if medically necessary, transportation for a CAP customer from the facility where he or she is receiving medical treatment to the hospital of choice, subject to the customer, after determination by FocusPoint personnel, meeting the following five conditions:

1. The CAP Customer is hospitalized (admitted) at a medical facility during the period of travel and his/her medical condition will result in continued inpatient care, and;
2. The CAP Customer is medically stable for air medical transfer via air ambulance flight, as determined by FocusPoint.
3. Availability of hospitalization bedspace, in his or her primary place of residence for further medical treatment or recovery.
4. The CAP Customer does not exceed the maximum allowable height, weight and girth requirements set forth by the manufacturers of COVID-19 transport pods utilized in the safe transfer of Covid-19 positive patients.
5. The receiving hospital selected by the hospitalized CAP Customer must agree to accept the patient. Otherwise, transport to that hospital will not be possible.

FocusPoint, specifically for the purposes of the **COVID-19 Medically Necessary Repatriation** benefit, will not:

- Transport a CAP Customer requiring COVID-19 medical necessary repatriation who is under quarantine by a hospital, a government or any other regulatory entity exercising jurisdiction and that medical facility, government or regulatory entity will not allow transfer,

Furthermore,

- Because the time frame for **COVID-19 Medically Necessary Repatriation** will be extended beyond that of typical medically necessary transports and is dependent on multiple factors including, but not limited to, medical transport service affiliate availability to transfer COVID-19 patients, required permits or permissions and any other factors that are beyond FocusPoint's control, FocusPoint assumes no liability for any delays or limitations experienced whilst conducting a COVID-19 medically necessary repatriation.

- FocusPoint will not transport the traveling dependent children, spouse or companion of the CAP customer by means of a **COVID-19 Medically Necessary Repatriation air ambulance**. **Notwithstanding the latter**, traveling dependent children, spouse or companion of the CAP customer will be provided with **Return of Dependent Children, Spouse or Companion benefit**.
- **For United States of America Resident CAP Customer(s) who purchased domestic travel cover**, The **COVID-19 Medically Necessary Repatriation** fully funded service is available *at a distance of more than 100 miles/160 kilometer from permanent residence*.

### COVID-19 Government Mandated Quarantine

Notwithstanding the medical assistance service limitation herein described these rules and regulations, if a CAP Customer:

1. *Tests positive, during a period of travel outside of the CAP customer's country of residence and/or when traveling more than 100 miles / 160 km's for those customers that qualify for cover while traveling within the United States of America, evidenced in a written documentation from a duly licensed medical professional or diagnostic facility, for COVID-19 virus, or any mutation thereof, and,*
2. *Does not require in-patient hospitalization as a result of contracting the COVID-19 virus, or any mutation thereof as determination from a treating physician at the location of the CAP Customer's travel, and*
3. *The CAP customer, upon mandate by the government or any other regulatory entity exercising jurisdiction at the CAP Customer location of travel, is required to quarantine or self-isolate as a result of the positive COVID19 test herein referenced, then,*
4. *FocusPoint will arrange and pay only for the lodging or hotel accommodation expenses of mandated quarantine/ isolation costs for up to a maximum period of 14 consecutive travel days for the CAP Customer that has contracted COVID19 virus.*

### Repatriation of Mortal Remains

If a CAP customer dies while traveling, FocusPoint will arrange all necessary government authorization, including the cost of any embalming, all the required documentation, a container suitable for transport, and transportation of the remains, to the CAP customer's usual country of residence.

### Medical and Dental Referrals

FocusPoint provides names, addresses, and telephone numbers of physicians, dentists, hospitals, and clinics in the area a CAP customer is traveling. Upon request, FocusPoint will attempt to confirm the availability of the provider, ascertain payments that a CAP customer will be required to pay and make an appointment with the CAP customer's chosen medical provider. In a serious medical emergency, it is advisable that the CAP customer try to arrange for immediate emergency help first through local sources and then call FocusPoint.

### Medically Necessary Treatment

Medically covered services and supplies determined by a qualified **CAP Consultant** to be:

- a) required to diagnose or treat an **injury**;
- b) **orthodox**, and in accordance with generally accepted standards of medical practice;
- c) clinically appropriate in terms of type, frequency, extent, site and duration;
- d) not primarily for the convenience of the CAP Customer's, physician or other hospital, clinic or medical practitioner; and
- e) rendered in the least intensive setting that is appropriate for the delivery of the services and supplies.

### Advance of Emergency Medical Expenses

FocusPoint will advance on-site emergency inpatient medical expenses within a reasonable timeframe to the CAP customer upon the satisfactory guarantee of payment from the CAP customer or the CAP customer's insurance company. "Satisfactory Guarantee of Payment" means the ability to charge a CAP customer's insurance company, friend, or relative's valid credit or debit card or another financial account where applicable by local law for the amount required to provide a service.



## Emergency Medical Treatment

**Treatment**, which is **medically necessary**, to prevent the immediate and significant effects of **injury**(ies) or condition which, if left untreated, could result in a significant deterioration in health. Only emergency medical treatment through a qualified **CAP Consultant**, a treating physician, a medical practitioner or via hospitalization at the location of the crisis event, commencing within twenty-four (24) hours of the **crisis event**, will be covered. The maximum benefit of emergency medical treatment under this service plan will be the earlier of: 1) A 72 consecutive hour period immediately after the crisis event, that results in emergency medical treatment need, has commenced or 2) immediately upon the CAP Customer has been discharged, transferred, or medically transported out of the emergency medical care room/facility. All emergency medical treatment as defined herein in this service plan is provided to the CAP Customer in excess of any valid or collectible medical insurance benefit available to the CAP customer at the time of the crisis event.

## Injury

A physical injury (or related injuries) suffered by the CAP customer as a direct result of a crisis event requiring a **Core CAP benefit**.

## Orthodox

When used in relation to a **treatment**, '**orthodox**' means that the procedure or treatment in question is medically accepted in the country where it takes place at the time of the commencement of the procedure or treatment, that complies with a respectable, responsible, and substantial body of medical opinion, held and expressed by medical practitioners experienced in the particular field of medicine in question.

## Medical Monitoring

When notified of a CAP customer's medical emergency resulting from an accident or sickness, FocusPoint multilingual staff will attempt to contact the CAP customer and their local attending medical personnel to attempt to obtain a full understanding of the CAP customer's situation and to monitor their condition. FocusPoint will continue to monitor the CAP customer's health, and FocusPoint will remain in communication with their family until the CAP customer's medical emergency is resolved.

## Translation Services

FocusPoint will provide translation in all major languages via telephone.

## Treatment

Any medical treatment delivered at an emergency room facility controlled by a medical practitioner that is **medically necessary** to diagnose, cure or substantially relieve injury.

## Emergency Message Relay

FocusPoint will attempt to transmit an urgent message for a CAP customer to their family, friends, and/or business associates. Messages can be retained for up to 15 days after the conclusion of the case.

## Visit of a Family Member or Friend

If a CAP customer is or will be hospitalized while traveling for a period in excess of 3 days or is in critical condition as determined by CAPMED Medical Staff, FocusPoint will arrange the transportation of one family member or friend designated by the CAP customer from the person's home to the place where the CAP customer is being hospitalized. FocusPoint will provide ground transportation for the visiting family member or friend from the airport to the medical facility where the CAP customer is being hospitalized and provide reasonable lodging at or near the medical facility where the CAP customer is being treated. Lodging will be provided for up to seven (7) days for the visiting family member or friend.

## **Return of Dependent Children, Spouse or Companion**

If a CAP customer is traveling with dependent children, spouse or companion, and they are left unattended because of the hospitalization or death of the CAP customer, FocusPoint will arrange and pay for economy class commercial airfare return of the dependent children to the CAP customer's usual country of residence. If necessary, FocusPoint will also arrange the transportation of a qualified attendant to accompany the dependent children.

## **Transport Escort**

FocusPoint will arrange for one family member, companion, or travel escort to accompany the CAP customer during an emergency evacuation or medically necessary repatriation when possible.

## **Coordination/Assistance with Medical Payments**

FocusPoint can assist a CAP customer by coordinating notifications to medical insurers or managed care organizations, verifying policy enrollment, confirming medical benefits coverage, guaranteeing medical payments, assisting in the coordination of multiple insurance benefits, and handling claims paperwork flow. FocusPoint shall transfer medical claims questions to the CAP customer's medical insurer.

## **Advance of Payment of Expenses Pertaining to Emergency Transportation Services**

FocusPoint shall pay for the necessary arrangements to provide emergency transportation services if they are covered under the CAP customer's insurance policy. If a service is not covered under the CAP customer's insurance policy, FocusPoint will contact the CAP customer for written approval and will pay on their behalf, only if authorized by the CAP customer.

## **Mobile App with GPS Travel Tracking**

Consent-based personal device tracking of smartphones that have the CAP Advantage mobile app downloaded from either the Apple and/or Android App Stores onto personal devices directly linked to the CAP Advantage App.

## **Location-Based Mapping Interface**

Intuitive dashboards and maps that provide visual representations of locations experiencing various levels of health, weather, or security challenges.

## **One-Touch Emergency Assistance Button**

One-touch assistance button located within the mobile app to be instantly connected to the Crisis Response Center to request emergency assistance.

## **Two-Way Communications**

Communication tools synced with phones, email, and SMS, that allow customers to receive critical communications from the Crisis Response Center, including geofence alert settings that can be configured using the geo-specific proximity of travelers, concerning ongoing threats in the area.

## **Safety Check-In Button**

One-touch, in-app safety check-in button to confirm location, health and welfare status of connected customers using the CAP Advantage mobile app.

## **User-Defined Tracking**

In-app functionality to turn location sharing on and off for ultimate control over privacy before, during or after a trip.

## **Travel Risk Intelligence**

Web and mobile destination-based country and city risk reports, travel advisories and point in time travel alerts.

## **Itinerary Management**

The ability to upload travel itinerary information in the web-based travel risk portal.

## **Web-Based Travel Risk Portal**

Web-based platform that provides customers the ability to manage individual profiles, review travel advisories, seek assistance and research destination-based health, safety and security related travel risk information.

# **CRISIS CONSULTATION & RESPONSE SERVICES**

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Subject to the limitations on services described herein, CAP travel assistance plans include, at no additional cost, telephonic or remote crisis consultation and coordinated in-country response services during a qualifying period of travel. With ALL crisis events defined herein, the goal of the assistance provided is to get CAP customers to safety and bring closure to a crisis event that impacts or has the potential to impact a CAP customer during a qualifying period of travel. Coordinated in-country response services for the crisis events defined herein are provided at the sole discretion of FocusPoint and may include those listed below.

## **Violent Crime**

Advice and possible deployment of a crisis consultant to assist in seeking safety, medical attention if needed, emergency message relay, and coordination with law enforcement to investigate the crime committed against a CAP customer.

## **Political Threat**

Advice and possible deployment of crisis consultants to assist in seeking safety, implementation of additional security personnel to assist with sheltering in place, and evacuation away from the impacted area.

## **Terrorism**

Advice and possible deployment of a crisis consultant to assist in seeking safety, emergency message relay, medical attention if needed, evacuation away from the impacted area, and the implementation of security personnel to ensure adequate security of a CAP customer directly impacted by a terrorist incident.

## **Hi-Jacking**

Advice and possible deployment of a crisis consultant to coordinate with local law enforcement and/or government officials to affect the safe release of a CAP customer and bring resolution to the hi-jacking directly impacting a CAP customer.

## **Disappearance of Persons**

Advice and possible deployment of a crisis consultant to investigate the disappearance of a CAP customer to locate and return the CAP customer to safety.

## **Blackmail & Extortion**

Advice and possible deployment of a crisis consultant to investigate and bring resolution to the blackmail or extortion threat directly impacting a CAP customer.

## Wrongful Detention

Advice and possible deployment of a crisis consultant to work towards the release of the CAP customer being wrongfully detained. Emergency message relay, legal referrals, limited legal expenses, and interpreter are provided if needed.

## Kidnap for Ransom

Advice and possible deployment of a crisis consultant to consult with the family of and/or the employer of a CAP customer that has been kidnapped for ransom to affect the safe release of the CAP customer.

PLEASE NOTE, BECAUSE CAP IS NOT AN INSURANCE POLICY, THE REIMBURSEMENT OF A RANSOM/EXTORTION PAYMENT IS NOT AVAILABLE UNDER THE CAP CUSTOMERSHIP PROGRAM.

## Natural Disasters

Advice and possible deployment of crisis consultant(s), security personnel, and transportation assets to assist a CAP customer directly impacted by a natural disaster as defined herein.

## Pandemic Threat

Advice and possible deployment of transportation assets to assist a CAP customer directly impacted by a pandemic as defined herein. Additional assistance may include advocating on behalf of a quarantined CAP customer, emergency message transmission to an employer or loved ones, translation assistance, travel advisories and alerts directly related to changing threat conditions and possible health emergencies that impact or have the potential to impact CAP customer(s).

PLEASE NOTE, FOCUSPOINT HAS NO AUTHORITY TO REMOVE CAP CUSTOMERS FROM QUARANTINE WHO HAVE BEEN PLACED UNDER OFFICIAL QUARANTINE AS A RESULT OF A RECOGNIZED HEALTH EMERGENCY, UP TO AND INCLUDING AN OFFICIALLY DECLARED PANDEMIC. IN CERTAIN SITUATIONS, AND AT THE SOLE DISCRETION OF FOCUSPOINT, CAP CUSTOMERS WHO HAVE CLEARED AN OFFICIAL QUARANTINE, MAY BE ELIGIBLE FOR TRANSPORTATION FROM THE QUARANTINE LOCATION, BACK TO THEIR HOME OF RECORD.

## ADDITIONAL PLAN BENEFITS

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CAP is a fully funded service guarantee and not an insurance plan; FocusPoint will not reimburse CUSTOMERS for expenses they incur on their own. FocusPoint will, however, address certain required and reasonable "additional costs", incurred by CAP Crisis Consultant(s) during the response to an eligible crisis event directly impacting a CAP customer during a qualifying period of travel. Necessary expenses needed to satisfy the requirements of the response service are subject to limitations further defined herein. Additional costs that may be required to affect a positive outcome to an eligible crisis event include:

1. Emergency evacuation costs due to **political threat, pandemic threat, terrorism, or natural disasters**
2. Legal referrals and fees
3. Fees and expenses of an independent interpreter
4. Costs of relocation travel and accommodation
5. Fees for **emergency medical treatment** of a **CAP customer**, as a direct result of a security **crisis event** defined herein, except for emergency medical treatment of a CAP customer, as a direct result of a **Pandemic Threat** event, which is not a fully funded expense benefit of this plan.
6. Fees and expenses of security personnel temporarily deployed solely and directly for the purpose of protecting CAP customers located in the country where a crisis event has occurred
7. Fees and expenses for return to nearest safe harbor or appropriate rental location of a hired, or non-owned vehicle, that was the method of transportation during the customer's **crisis event** or **medically necessary repatriation** occurrence.

All costs associated with deploying CAP Crisis Consultant(s) to the impacted location to manage a required response are covered in the travel assistance plan fee and not subject to the limitations under “additional costs,” i.e., airfare, visas, ground transportation, lodging, meals, etc.

## CAP TRAVEL ASSISTANCE PLANS

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FocusPoint provides crisis assistance during periods of travel to CAP customers in short-term, annual, and multi-year plans. CAP Travel Assistance Plans are subject to the terms and conditions set forth herein. CAP Travel Assistance Plans are non-transferable and non-refundable. By enrolling as a CAP customer, you accept and agree to the terms and conditions of the travel assistance plan. A person who is not a party to this plan has no right under the contract to enforce any term of the plan.

## PLAN TERM

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Subject to the limitations identified herein, the term of an eCommerce CAP Travel Assistance Plan commences on the effective start date selected by the CAP customer or by CLIENT/CUSTOMER plan administrators during the online enrollment process for eCommerce plans. The end date for an eCommerce CAP Travel Assistance Plan is determined by the number of days selected during the online enrollment process. To be eligible for CAP services, the effective start date must be prior to the CAP customer’s initial departure from his or her residence address.

Regardless of the effective start date selected by the CAP customer, CAP Travel Assistance Plans are valid only when the plan fee is collected. A plan is not valid if the plan fee payment is declined, returned, or otherwise unpaid. FocusPoint reserves the right to revoke, rescind, or cancel any plan or refuse a renewal at FocusPoint’s sole discretion. Should FocusPoint exercise its right to revoke, rescind, or cancel a CAP Travel Assistance Plan, FocusPoint shall refund the CAP customer a portion of the plan fee prorated based on the remaining term of the travel assistance plan.

All CAP Travel Assistance Plan enrollment data must include accurate information in order to ensure program eligibility. Any false or inaccurate information that would affect a CAP customer’s eligibility for a CAP Travel Assistance Plan is grounds for revocation, cancellation, or rescission of the travel assistance plan.

## SERVICES

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Subject to the limitations on services described herein, FocusPoint provides crisis assistance services to any CAP customer traveling outside of the country of his or her qualifying residence address. If a CAP customer’s residence address changes during the term of the plan, the CAP customer must notify FocusPoint of the change by phone prior to their initial trip departure. The qualifying residence address declared during the enrollment period **MUST** be the primary residence of the CAP customer. For CAP customers that own more than one residence, they **MUST** declare a single primary residence address during the enrollment period and provide proof that the residence is used most often during a calendar year.

CAP customers **MUST** be able to provide reasonable evidence of the “residence address” on record if requested by FocusPoint. Failure to provide reasonable proof of residence may result in revocation, cancellation, or rescission of the plan.

## LIMITATIONS ON SERVICES

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### General Limitations on Services

1. Crisis Consultation (Phone Advice) – Unlimited
2. Coordinated In-Country Response Limitations as follows:
  - a. For single trip purchases as indicated in the Period of Travel definition: one (1) security, or one (1) medical, fully funded response, but not to exceed 1 fully funded response in total, per customer, per single trip period of travel
  - b. For annual plan/ multi-trip purchases as indicated in the Period of Travel definition: two (2) security, or two (2) medical, fully funded responses, but not to exceed four fully (4) funded responses in total, per customer, per annual plan term.

CAP customers enjoy unlimited 24/7 access to FocusPoint's dedicated Crisis Response Center (CRC) to receive advice on dealing with any one of the travel risks described herein. However, the deployment of CAP Crisis Consultants, medical or security personnel, and associated crisis assistance services are limited to one (1) or four (4) fully funded responses, per customer, per plan term based on the period of travel classification herein this Limitation of Services section. This includes any qualified transportation of mortal remains. The eligible physical response is limited to forty- five (45) calendar days of assistance.

Due to the high risk of sending personnel into countries where the United States Department of State or relevant foreign government agency has issued travel restrictions, physical response by CAP Crisis Consultants and/or security personnel may be delayed and/or subject to the exclusion in these areas for safety reasons. In these situations, CAP customers are eligible for crisis consultation (phone advice) only. Furthermore, any CAP customer that refuses, rejects service from a Crisis Consultant or does not abide by the instructions of the Crisis Consultant, hereby renounces and forfeits crisis event benefit. With respect to any assistance or expense benefit provided to the CAP Customer under the terms defined as **COVID-19 Medically Necessary Repatriation** or **COVID-19 Government Mandated Quarantine**, which are also covered under a valid and collectable travel/trip or medical insurance/protection the CAP benefits described herein this clause will apply in excess of such insurance coverage.

### Limitations on Services Surrounding Government Authority Travel Advisories and Due Diligence

In the event that a CAP customer elects to travel to locations which the United States Department of State, and/or the Foreign Office of Canada and/or the British Foreign Office and/or similar authority, being the country where the plan customer's home or corporate headquarters is located; advises against ALL TRAVEL or advises travelers to leave that location, the following provisions apply: It is a condition of the terms of service of this plan that the customer must observe due diligence at all times. Due regard to all the advice applicable to the travel location must be observed at all times, including but not limited to the employment of security guards (when advised), staying in secure locations, the observance of travel advice and preferred routes, and the avoidance of high-risk locations and public gatherings. In respect of incidents that may occur in locations for which the advice is against ALL TRAVEL, this plan is amended to cover "crisis consultation" (phone advice) only, and "extra expenses" are not covered. For avoidance of doubt and specific to limitations on services surrounding government authority travel advisories and due diligence, if the CAP customer home country does not have a published and official travel warning system that dictates 'do not travel,' then the United States Department of State travel warning classification shall prevail and govern the CAP customer's benefit delivery.

### Evacuation Due to Political Threat & Natural Disasters

Customers must have proper documentation to evacuate from an area impacted by political violence and/or natural disasters. FocusPoint is not responsible for obtaining these documents in the event of an evacuation. If air transportation is determined to be the best course of action by the CAP Crisis Consultant(s), the timeframe for transport is dependent on aircraft availability, required permits, and visas for the respective countries and any other factors that may be beyond FocusPoint's control. While FocusPoint makes every effort to accommodate its CAP customers, due to limited space available on an evacuation aircraft, the CAP customer is limited to one small carry-on bag.

In most cases, pets will not be allowed on an evacuation aircraft. Customers should be prepared to make alternative arrangements for pets during an evacuation due to political violence or natural disasters.

**Security Assistance is not available to CAP customers if and/or when:**

1. In respect to wrongful detention - any actual or alleged violation of the laws of the host country or a failure to maintain and possess duly authorized and issued required documents and visas occurs, unless FocusPoint determines that such allegations were intentionally false, fraudulent, and malicious and made solely to achieve a political propaganda or coercive effect upon or at the expense of the CAP customer
2. A CAP customer is:
  - a. kidnapped by a relative, or as a result of a domestic dispute
  - b. has had kidnap insurance canceled or declined in the past
  - c. has been kidnapped in the past
3. Any kidnapping, blackmail or extortion of a CAP customer in their permanent country of residence, however, this security assistance limitation does NOT apply for **United States of America Resident CAP Customer(s) who purchased domestic travel cover**.
4. War, whether declared or not, between any of the following countries, namely, China, France, the United Kingdom, the Russian Federation and the United States of America, or Europe, other than civil war
5. Any enforcement action by or on behalf of the United Nations, in which any of the countries stated above or any armed forces thereof are engaged
6. A CAP customer that is determined to be involved in illegal activity
7. A CAP customer seeks fully funded plan benefit: after traveling to or extending period of stay beyond the customer's travel period at: a location where the occurrence of a crisis incident is public knowledge and no longer an unforeseen event. In respect of travel to location where a crisis incident is no longer an unforeseen event; this plan is limited to cover "crisis consultation" (phone advice) only, and "extra expenses" are not covered.
8. A CAP customer travels for any reason to the countries of **Afghanistan, Iran, North Korea, Somalia, Sudan, Syria, Venezuela, and Yemen** or to any location which the United States Department of State, and/or the Foreign Office of Canada and/or the British Foreign Office and/or similar authority, being the country where the plan customer's home or corporate headquarters is located; advises against ALL TRAVEL or advises travelers to leave that location.
9. In respect only to crisis events of: Political Threats, Natural Disaster, or Pandemics: the CAP Customers failure to notify and/or request advice and/or assistance after a period of 96 hours from when the crisis event has first occurred.
10. The CAP customer's failure to accept and abide by the CAP/FocusPoint consultant's indication, instruction, advice or directive to shelter in place, safe harbor, or evacuate as a result of a response action to a crisis event.
11. With respect to Pandemic Threat crisis events: the CAP customer will not be eligible for fully funded service benefit as a result of COVID/COVID-19 or any mutation thereof; until such time as any travel advisory notices, applicable to COVID-19, warning against all travel, issued by the Plan Customer's Home Country, in respect of any country to which the plan customer travels, including, for the avoidance of doubt the plan customer's host country, that are in effect as of the plan effective date, are rescinded or lowered to allow travel. Once such a travel advisory notice applying to the host country, or any country to which the plan customer travels, that is in effect as of the plan effective date is no longer in force; this service limitation no longer applies.
12. With respect to **Pandemic Threat** or COVID-19 illness contagion, the CAP customer will not be eligible for fully funded **medical treatment** expense (**emergency** or otherwise).
13. With respect to **Pandemic Threat** the CAP customer will not be eligible for fully funded **service for a crisis event arising within the CAP customer's** home country of permanent residence.
14. With respect to either air or maritime incident search and rescue and to satisfy requirements of emergency transport under this assistance plan, the CAP customer must be within a reasonable proximity to a port or shoreline and any expense associated with such search and rescue shall be deemed excess above and beyond any insurance protection or coordinated official public/governmental authority response.

### **This travel assistance plan does not cover:**

1. Loss, destruction or damage to any property or vehicles whatsoever, whether owned or hired, or any loss or expense resulting or arising from any consequential loss
2. Periods while underground or in any open cast mine
3. Any legal liability of nature directly or indirectly caused by or contributed to, by or resulting from:
  - a. Ionizing radiations or contamination by radioactivity from any nuclear fuel or waste from the combustion of nuclear fuel
  - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
4. Reimbursement of a ransom and/or extortion payment

### **Medical Assistance caused directly/indirectly by:**

1. Traveling against the advice of a physician
2. A CAP customer who is medically discharged from the hospital, or leaves against medical advice and is physically able to travel on their own, is not eligible for medical transport services for the remainder of their trip
3. End-stage COPD
4. Previous history of congestive heart failure
5. Active cancer treatment
6. Traveling for the purpose of obtaining medical treatment
7. Pregnancy, childbirth, miscarriage, or abortion - when this condition is considered by FocusPoint to require assistance
8. Neuroses, psychoneuroses, psychopathies, psychoses, mental or emotional diseases or disorders of any type
9. Pre-existing conditions for CAP customers age 65 and older
10. Repatriation of Mortal Remains as a result of:
  - a. death by natural causes for CAP customers age 65 or older who purchased or are eligible for benefit by an affinity program or a valid travel/trip or medical insurance/protection that covers mortal remains expense
  - b. In respect of this limitation: this travel assistance plan is limited to cover "crisis consultation" (phone advice) only, and "extra expenses" are not covered.
11. Any CAP customer 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) will not be transported, except for CAP customers diagnosed with COVID-19 or any mutation thereof.
12. With respect to: COVID-19 Medically Necessary Repatriation and COVID-19 Government Mandated Quarantine, the CAP customer will not be eligible for fully funded service benefit as a result of COVID/COVID-19 or any mutation thereof; until such time as any travel advisory notices, applicable to COVID-19, warning against all travel or restricting travel if location is in the United States of America (US), issued by the Plan Customer's Home Country or US State Health Authority, in respect of any country or US State to which the plan customer travels, including, for the avoidance of doubt the plan customer's host country, that are in effect as of the plan effective date, are rescinded or lowered to allow travel. Once such a travel advisory notice applying to the host country, or any country or US State to which the plan customer travels, that is in effect as of the plan effective date is no longer in force; this service limitation no longer applies.
13. Intentional self-inflicted injuries, attempted suicide or being in a state of insanity
14. The CAP customer's deliberate exposure to extraordinary danger (except in an attempt to save human life)
15. A CAP customer on an organ transplant list prior to enrollment will not be eligible for transport for that transplant
16. A CAP customer with tuberculosis or other chronic airborne pathogens will not be transported
17. The CAP customer riding or driving in any kind of race or endurance test
  - a. Riding or being a passenger in any 2, 3, or 4 wheeled mechanically powered motorcycle, quad, or scooter above 50cc
  - b. Traveling in any aircraft which is being used for crop-dusting, seeding, skywriting, racing, exploration, or any other purpose than transportation as a passenger
18. Hazardous summer or hazardous winter sports or hazardous occupations as defined herein
19. The CAP customer is under the influence of alcohol or has taken drugs or narcotics, or any poison, chemical compound, gas, or fumes unless prescribed by a legally qualified physician or surgeon.
20. The customer is operating any type of recreational or transportation vehicle while impaired by alcohol, drugs or narcotics, or any poison, chemical compound, gas, or fumes.



21. Bodily injury or sickness occasioned by or occurring while the CAP customer is committing or attempting to commit a felony or to which a contributing cause was the CAP customer being engaged in an illegal activity
22. Dental treatment except as a result of accidental injury to sound natural teeth
23. Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eyeglasses, or contact lenses
24. Curtailment or delayed return for other than covered reasons
25. Periods of travel for longer than the maximum period shown herein
26. Any regular travel on a day-by-day or week-to-week basis and which has no business purpose
27. Bodily injury or sickness sustained while in any of the armed forces (land, sea, or air) of any country or international authority
28. 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
29. If the CAP customer elects to travel to any location which the United States Department of State, and/or the Foreign Office of Canada and/or the British Foreign Office and/or similar authority, being the country where the plan customer's home or corporate headquarters is located; advises against all travel or advises travelers to leave that location.
30. A CAP customer travels for any reason to the countries of: **Afghanistan, Iran, Libya, North Korea, Somalia, Sudan, Syria, Venezuela, and Yemen** or to any location which the United States Department of State, and/or the Foreign Office of Canada and/or the British Foreign Office and/or similar authority, being the country where the plan customer's home or corporate headquarters is located; advises against ALL TRAVEL or advises travelers to leave that location.
31. War or any act of war, whether war is declared or not, invasion, civil commotion, or riots of any kind
32. Any loss or expense resulting or arising from, or any consequential loss or any legal liability of nature directly or indirectly caused by or contributed to, by or arising from any of the following:
  - a. Ionizing radiations or contamination by radioactivity from any nuclear fuel or waste from the combustion of nuclear fuel
  - b. The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
33. The CAP customer's failure to notify and/or request advice and assistance after a period of 96 hours from when the crisis event has first occurred; unless it is reasonable to believe that the customer is not physically able to request advice or assistance.
34. The CAP customer's failure to accept and abide by the CAP/FocusPoint consultant's indication, instruction, advice or directive to: shelter in place, safe harbor, or evacuate as a result of a response action to a crisis event.

## Medical Transport Benefit

Medical transport services are available to any CAP customer who qualifies for medical transport services in accordance with these rules and regulations, is hospitalized as an inpatient outside of the country of his/her home or place of business and is accepted as a patient into an available inpatient bed by an admitting physician at the hospital of the CAP customer's choice in their home country.

Medical transport services are not available to CAP customers with mild lesions, simple injuries or minor illnesses that can be treated by local doctors and do not prevent the CAP customer from continuing his or her trip or returning home without further immediate medical attention, which requires admittance into a medical facility.

To satisfy the requirements of medical transport under this travel assistance plan, both the originating and receiving hospitals must be accessible by ground ambulance to transport the CAP customer to and from an airfield capable of accommodating an authorized aircraft (in the case of a medical transport via medically dedicated air transport) or a commercial aircraft (in the case of medical transport via commercial airline in the care of an authorized commercial medical escort). Due to the limited medical facilities and testing available on commercial cruise, private, or chartered maritime ships, the CAP customer must be admitted to a hospital on shore before scheduling medical transport to another hospital during a period of travel involving maritime travel.

The timeframe for medical transport is dependent on aircraft availability, required permits, and visas for the respective countries and any other factors that may be beyond FocusPoint's control. Customers must have proper documentation to return to their country of residence. FocusPoint is not responsible for obtaining these documents in the event of a request for transport.

## **Commercial Medical Transport Service**

FocusPoint will arrange for medical transport via a commercial airline in business class if available in the care of an authorized commercial medical escort if: (1) the CAP customer requires continued inpatient hospitalization; (2) the remaining inpatient hospitalization can be completed at a hospital of the CAP customer's choice in their home country; and (3) the CAP customer can be returned by commercial airline in the care of an authorized commercial medical escort.

## **Medically Dedicated Transport Service**

FocusPoint will arrange for medical transport via medically dedicated air transportation on an authorized aircraft if:

1. the CAP customer requires continued inpatient hospitalization; (2) the remaining inpatient hospitalization can be completed at a hospital of the CAP customer's choice in their home country; and (3) the CAP customer is unable to return via commercial airline in the care of an authorized commercial medical escort.

One (1) traveling companion may accompany each CAP customer being transported on an authorized aircraft during a medically dedicated air transport, at no additional cost, provided space is available, and the CAP customer's care will not be compromised. While FocusPoint makes every effort to accommodate its CAP customers, due to limited space available on medical aircraft, the CAP customer and any accompanying passenger are limited to one small carry-on bag each.

## **Transport Criteria**

FocusPoint will make all arrangements for medical transport and repatriation.

DECISIONS REGARDING THE URGENCY OF THE CASE, THE BEST TIMING AND THE MOST SUITABLE MEANS OF TRANSPORTATION WILL BE MADE BY FOCUSPOINT MEDICAL STAFF AFTER CONSULTATION WITH THE LOCAL ATTENDING PHYSICIAN.

FocusPoint will require a medical assessment in order to determine travel assistance plan benefits and stability for transport. The medical evaluation requires consultation between the CAP customer's treating physician, who will provide a final or interim diagnosis that will require continued inpatient hospitalization, and a FocusPoint physician, who will review and evaluate the treating physician's diagnosis in order to determine the CAP customer's transport requirements.

A CAP customer must be medically stable for medical transport. Assuming all other medical transport criteria are met, a CAP customer who is initially considered medically unstable for transport to the hospital of the CAP customer's choice in their home country may first be transported to the nearest appropriate medical facility for initial stabilization. After this initial stabilization, FocusPoint will arrange continued transport to the hospital of the CAP customer's choice in their home country if they continue to meet medical transport criteria.

## **Repatriation of Mortal Remains**

In the event of a CAP customer's death during a qualifying period of travel, FocusPoint will arrange and pay the reasonable and customary charges for the preparation and return of the CAP customer's remains to their home country. These charges will be at the sole discretion of FocusPoint and only paid if the CAP customer has no other benefit in place at the time of death that would otherwise cover this expense. Anyone requesting the repatriation of a CAP customer's mortal remains must be able to reasonably prove (when required by FocusPoint) that no other benefits exist that would otherwise cover the expense to repatriate the CAP customer's mortal remains.

CAP IS NOT AN INSURANCE POLICY. FOCUSPOINT DOES NOT AND WILL NOT REIMBURSE THOSE SEEKING TO REPATRIATE THE MORTAL REMAINS OF A CUSTOMER. THOSE SEEKING ASSISTANCE WITH THE REPATRIATION OF MORTAL REMAINS OF A QUALIFYING CUSTOMER MUST ALLOW FOCUSPOINT TO PAY THE REASONABLE AND CUSTOMARY CHARGES DIRECTLY.

This travel assistance plan benefit includes:

1. Domestic and international paperwork fees
2. Preparation of the CAP customer's remains for transport
3. Transport container
4. Ground and airline transport of the CAP customer's remains to funeral home of choice
5. One death certificate

### **Medical Assistance Benefits**

The following medical assistance benefits are provided on-demand by contacting the Crisis Response Center:

1. Medical and Dental Referrals
2. Advance of Emergency Medical Expenses
3. Medical Monitoring
4. Translation Services
5. Coordination/Assistance with Medical Payments

## **CHANGES**

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

## **CONSENT TO RECORD COMMUNICATIONS**

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FocusPoint, at its discretion, may monitor or electronically record communications between its employees or designated representatives and you as a CAP customer. By enrolling as a CAP customer, you specifically authorize communications involving you and to which you are a party to be recorded and utilized for quality control or other purposes.

## **PRIVACY NOTICE**

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PLEASE BE ADVISED OF THE AVAILABILITY OF FOCUSPOINT'S (CAP™) NOTICE OF PRIVACY PRACTICES  
You may obtain a copy of FocusPoint's Notice of Privacy Practices in the following ways:

- Visit our website: <https://www.captravelassistance.com/privacy-policy>
- Email us at [cap@wwfocus.com](mailto:cap@wwfocus.com) to request a copy be emailed to you.
- Send a written request to the following address to receive a copy by mail:

FocusPoint - CAP Support  
861 SW 78th Avenue  
Suite B200  
Plantation, FL 33324; USA

## INTERPRETATION / CHOICE OF LAW / WAIVER OF JURY TRIAL / DAMAGES

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The interpretation of the rules and regulations is governed by the laws of the State of Ohio, United States of America, and any dispute between you and FocusPoint shall be finally resolved by the Courts of the State of Ohio. FocusPoint and its CAP customers agree to waive their right to trial by jury and agree to waive their right to punitive, exemplary, non-economic, and consequential damages. FocusPoint and its CAP customers' right to recover damages at law are limited to contractual damages only. Damages recoverable by CAP customers are limited to the return of travel assistance plan fees paid.

## ENTIRE AGREEMENT

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The rules and regulations, along with the CAP Travel Assistance Plan Agreement and any amendments thereto constitute the entire agreement between FocusPoint and you as a CAP customer with regard to the 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 in writing by FocusPoint.



## ***CAP TRAVEL ASSISTANCE PLAN***

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