

# The Emergency Response Assistance Plan



## TERMS AND CONDITIONS

The terms and conditions contained herein govern the provision of emergency assistance services under the Emergency Response Assistance Plan (“ERAP”) of FocusPoint International (“FocusPoint” or “FPI”). The ERAP plan is distributed in partnership with Trackimo, Inc. (“Trackimo”), and other 3<sup>rd</sup> party distributors. The benefits of the ERAP Plan are separate and distinct from the terms and conditions of any product or service of Trackimo. Please read these terms and conditions carefully and keep a copy readily available.

### FALSE ALARM ABUSE PENALTY NOTICE

Engaging FocusPoint through the SOS assistance button on a Trackimo device should only be used in a situation where you have a genuine need to utilize your ERAP plan benefits. Any abuse or misuse of the SOS assistance button on a Trackimo device to engage FocusPoint may lead to the suspension and/or cancellation of your ERAP plan without any liability to refund you. Should we determine that you have deliberately or negligently misused or abused the SOS assistance button on a Trackimo device to contact FocusPoint (in our reasonable opinion) then we will, without further notice, arrange a charge to be made to your credit card on file at a rate of \$300 USD (or equivalent amount in your local currency) per hour of time taken in dealing with the false SOS assistance request by the response center, or stated part thereof, for a minimum charge of one hour, for each false SOS assistance request, and you shall be responsible for paying any such fee. We shall have such other rights and remedies against you for such misuse as may be available at law, and you agree to indemnify, defend and hold harmless, FocusPoint, Trackimo and their affiliates, licensors, licensees and suppliers and their respective directors, officers, shareholders, members, employees, representatives and agents from any liabilities or penalties arising from any misuse of the SOS assistance button on a Trackimo device to falsely engage FocusPoint.

### THE EMERGENCY RESPONSE ASSISTANCE PLAN DEFINED

FocusPoint’s Emergency Response Assistance Plan is a subscription-based service guarantee that provides plan subscribers 24/7 advice and fully funded assistance in response to certain emergency situations, further defined herein. The ERAP plan is 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. By purchasing the ERAP Plan you acknowledge and accept that you shall at all times respect all safety alerts and instructions provided by local authorities and in addition take all relevant precautions and comply with general rules on safety. Nothing in the content of the service is intended to replace your own personal 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 the intent to defraud or knowing that he/she is facilitating fraud against this assistance plan, applies or requests assistance, containing a false or deceptive statement is committing fraud that may be punishable by fines and possible criminal charges based on the jurisdiction in which the fraudulent emergency assistance request(s) originates.**

If you have any questions regarding the Emergency Response Assistance Plan, please refer to the terms and conditions contained herein or contact FocusPoint International at [ERAP@wwfocus.com](mailto:ERAP@wwfocus.com). Should an emergency or the need for any protected assistance occur during a qualifying period, FocusPoint must be contacted via an SOS alert activation on an approved Trackimo device or at the telephone number listed below.

**24 HOUR EMERGENCY RESPONSE CENTER (CRC) HOTLINE +1 619 717 8549**

Any and all assistance provided to an ERAP Plan customer(s) is at the sole discretion of FocusPoint International and in accordance with the terms and conditions provided herein. FocusPoint International shall not be liable to provide any benefit or incur 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 the United States of America.

Should a customer(s) have an immediate need to engage public emergency services (e.g., police, fire, or EMS services), said customer(s) should contact local emergency services directly. FocusPoint and the ERAP Plan does not replace public emergency services and should not be contacted first during an actual emergency (e.g., medical emergency, crime in progress, vehicle accident, etc.).

## DESCRIPTION OF THE EMERGENCY RESPONSE ASSISTANCE PLAN EMERGENCY SERVICES

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The Emergency Response Assistance Plan (ERAP) is an emergency assistance plan by FocusPoint International, Inc. ERAP 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 emergency or period of travel**. ERAP benefits include:

### Security Assistance Benefits

1. 24/7 Assistance Hotline
2. Emergency Message Transmission during **a period of emergency or travel**
3. Legal Referrals during **a period of travel**
4. Lost Document Advice & Assistance, during **a period of travel**
5. Access to Interpreters, during **a period of emergency or travel emergency**

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

Response to the following **Emergency Events**:

1. Disappearance of a Trackimo Device Owner with an ERAP plan
2. Search and Rescue (SAR)
3. Natural Disasters
4. Political Threats (extended to include civil threats caused by riots, strikes and civil commotion)
5. Terrorism
6. Kidnap for Ransom
7. Blackmail or Extortion
8. Wrongful Detention
9. Hi-Jacking
10. Pandemic Threat

### Medical Assistance Benefits

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

1. Emergency Relocation if required when a SAR is activated
2. Medically Necessary Repatriation (nearest appropriate hospital)
3. Repatriation of Mortal Remains
4. Visit of a Family Member or Friend (when hospitalized during a qualifying period of travel)
5. Return of Dependent Children
6. COVID19 Illness Medically Necessary Repatriation, during a **period of foreign travel**

During the term of the plan, ERAP customers have access to a dedicated 24/7 Crisis Response Center (CRC) during a qualifying emergency (if necessary, as determined solely by FocusPoint) to receive coordinated in-country response services to assist ERAP customers directly impacted by a covered emergency event.

## DEFINITIONS

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### Emergency Response Assistance Plan (ERAP) Customer(s)

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

### Crisis Event

For the purpose of this emergency assistance plan, a crisis means any decisive, unstable, or crucial time, which occurs either: a) during a **customer's period of emergency** or b) 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 an ERAP customer. Any emergency or crises arising out of, based upon, or attributable to related, continuous or repeated events shall be considered to be a single crisis for the purpose of this emergency assistance plan.

### Crisis Consultant

FocusPoint International, Inc. and its appointed or authorized agents/consultants, who exclusively provide service to respond to an ERAP customer's emergency event.

### 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 emergency 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

Summer sports undertaken in commercial areas for standard recreational purposes **are covered** under this emergency assistance plan. ERAP customers that participate in **hazardous summer sports** (further defined herein) **are covered** under this emergency assistance plan, albeit limited to either **search & rescue expenses** or **medically necessary evacuation**, further defined herein.

**Hazardous summer sports** are defined as the plan customer's participation in the activities of 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 for thrill/profit/notoriety/publicity/endorsement/social media attention-seeking, versus standard recreational purposes.

When the **ERAP customer** suffers an **emergency** or **medically necessary repatriation** event, as a result of **hazardous summer sports**, the fully funded assistance benefit will be limited to either **search & rescue expenses** or **medically necessary evacuation** to nearest appropriate hospital, but not both benefits. Therefore, this plan's fully funded benefit will cease immediately upon the completion of **search & rescue expenses** or **medically necessary evacuation** to nearest appropriate hospital, whichever benefit has been provided first.

## Hazardous Winter Sports

If the winter sports activities are undertaken within the authorized trails or confines of a commercial and supervised ski resort area or winter sports gymnasium, these activities **are covered** and not considered hazardous winter sports for the basis of this emergency assistance plan. ERAP customers that participate in **hazardous winter sports** (further defined herein) **are covered** under this emergency assistance plan, albeit limited to either **search & rescue expenses** or **medically necessary evacuation**, further defined herein.

**Hazardous winter sports** are defined as 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.

When the **ERAP customer** suffers an **emergency** or **medically necessary repatriation** event, as a result of **hazardous winter sports**, the fully funded assistance benefit will be limited to either **search & rescue expenses** or **medically necessary evacuation** to nearest appropriate hospital, but not both benefits. Therefore, this plan's fully funded benefit will cease immediately upon the completion of **search & rescue expenses** or **medically necessary evacuation** to nearest appropriate hospital, whichever benefit has been provided first.

## Hi-Jacking

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

## Disappearance of Persons

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

## Blackmail & Extortion

For the purposes of this emergency assistance plan, blackmail and extortion mean the making of illegal threats specifically to an ERAP customer to:

1. Kill, Injure or Abduct an ERAP 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 an ERAP 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 an ERAP 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 an emergency to an ERAP 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 an emergency 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 ERAP customer is exposed outside his or her permanent country of residence, threatens the life or long-term health of an ERAP 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).

## Search & Rescue (SAR) Event

An event, a) during an **ERAP customer's period of emergency** or b) during an **ERAP customer's period of travel**, where the ERAP customer requests the **emergency consultant** provide security, medical, or search and/or rescue assistance services, which may result in **search & rescue expenses** on behalf of such customer, in order to prevent serious bodily harm or death.

## Search & Rescue Expenses

The necessary and reasonable search & rescue costs and expenses incurred by the **emergency consultant** on behalf of an **ERAP customer**, for the purposes of satisfying a payment demand required by the **ERAP customer** for search, stabilization, and transportation to the nearest appropriate medical or safe harbor facility; which have been determined necessary by the responding rescue authorities in order to prevent serious bodily harm or death. The **ERAP customer's search & rescue expenses** benefit under this plan will cease immediately upon the **ERAP customer's** arrival to the nearest appropriate medical or safe harbor facility, following a **search & rescue event**.

## Period of Emergency – Applicable for certain benefits described herein

During the ERAP plan eligibility term, for the applicable benefits described herein and do not require travel, the period of emergency is described as: the time the ERAP Customer, at a location that is not the customer's place of permanent residence, initiates a distress or SOS signal via the registered device and such signal is confirmed and received by the **Crisis Response Center**, and/or requests assistance telephonically, which is received and confirmed by the **Crisis Response Center**, to the time that **Crisis Consultants** have reasonably concluded with managing the **emergency event** or at the time the **Crisis Consultants** assistance exceeds 10 consecutive days since the initiation of the registered device distress/SOS signal and/or telephonic assistance request, whichever the earlier.

## Period of Travel – Applicable for certain benefits described herein

During the ERAP plan eligibility term, for the applicable benefits described herein, the period of travel is defined as: the time the **ERAP Customer** travels over 150 miles/241 kilometers away from their permanent residence or usual place of business, or arrives at a foreign country, whichever the earlier, not exceeding 365 consecutive days travel duration during a plan term, and the **ERAP Customer** initiates a distress or SOS signal via the registered device and such signal is confirmed and received by the **Crisis Response Center**, and/or requests assistance telephonically, which is received and confirmed by the **Crisis Response Center**, to the time that **Crisis Consultants** have reasonably concluded

with managing the **emergency event** or at the time the **Crisis Consultants** assistance exceeds 10 consecutive days since the initiation of the registered device distress/SOS signal and/or telephonic assistance request, whichever the earlier.

### 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.

### Emergency Relocation

FocusPoint will arrange the medical transportation of an ERAP 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 ERAP customer if medically necessary.

### Medically Necessary Repatriation

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

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

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

### COVID-19 Medically Necessary Repatriation

Notwithstanding the medical assistance service limitation described in these terms and conditions if an ERAP Customer:

1. Tests positive, during a period of travel outside of the ERAP customer's country of residence, evidenced in a written documentation from a duly licensed medical professional or diagnostic facility, during the period of travel, for COVID-19 virus, or any mutation thereof, and;
2. Has been admitted into a medical facility, during a period of travel outside of the ERAP customer's country of residence, 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 ERAP customer from the facility where he or she is receiving medical treatment to the nearest appropriate hospital, subject to the customer, after determination by FocusPoint personnel, meeting the following five conditions:

1. The ERAP 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 ERAP Customer is medically stable for air medical transfer via air ambulance flight, as determined by FocusPoint.
3. Availability of hospitalization bedspace, at the nearest appropriate hospital for further medical treatment or recovery.
4. The ERAP 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 ERAP 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 an ERAP 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 ERAP customer by means of a **COVID-19 Medically Necessary Repatriation air ambulance. Notwithstanding the latter**, traveling dependent children, spouse or companion of the ERAP customer will be provided with **Return of Dependent Children, Spouse or Companion benefit**.

### Repatriation of Mortal Remains

If an ERAP 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 ERAP customer's usual country of residence.

### Injury

A physical injury (or related injuries) suffered by the ERAP customer as a direct result of an emergency event requiring a **security assistance 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.

### Translation Services

FocusPoint will provide translation in all languages via telephone and/or two-way messaging where necessary.

### Emergency Message Relay

FocusPoint will attempt to transmit an urgent message for an ERAP 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 an ERAP customer is or will be hospitalized while traveling for a period in excess of 3 days or is in critical condition as determined by ERAP Medical Staff, FocusPoint will arrange the transportation of one family member or friend designated by the ERAP customer from the person's home to the place where the ERAP 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 ERAP customer is being hospitalized and provide reasonable lodging at or near the medical facility where the ERAP 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 an ERAP customer is traveling with dependent children, spouse, or companion, and they are left unattended because of the hospitalization or death of the ERAP customer, FocusPoint will arrange and pay for economy class commercial airfare return of the dependent children to the ERAP 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 ERAP customer during an emergency evacuation or **medically necessary repatriation** when possible.

## CRISIS CONSULTATION & RESPONSE SERVICES

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Subject to the limitations of services described herein, ERAP plans include, at no additional cost, telephonic or remote emergency consultation and coordinated in-country response services. With ALL crisis events defined herein, the goal of the assistance provided is to get ERAP customers to safety and bring closure to an emergency event that impacts or has the potential to impact an ERAP customer. 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.

### 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, and the implementation of security personnel to ensure adequate security of an ERAP 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 an ERAP customer and bring resolution to the hi-jacking directly impacting an ERAP customer.

### Disappearance of Persons

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



## Wrongful Detention

Advice and possible deployment of a crisis consultant to work towards the release of the ERAP 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 an ERAP customer that has been kidnapped for ransom to affect the safe release of the ERAP customer.

PLEASE NOTE, BECAUSE THE ERAP PLAN IS NOT AN INSURANCE POLICY, THE REIMBURSEMENT OF A RANSOM/EXTORTION PAYMENT IS NOT AVAILABLE UNDER THIS PLAN.

## Natural Disasters

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

## Pandemic Threat

Advice and possible deployment of transportation assets to assist an ERAP customer directly impacted by a pandemic as defined herein. Additional assistance may include advocating on behalf of a quarantined ERAP 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 ERAP customer(s).

PLEASE NOTE, FOCUSPOINT HAS NO AUTHORITY TO REMOVE ERAP 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, ERAP 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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ERAP 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 ERAP Crisis Consultant(s) during the response to an eligible emergency event directly impacting an ERAP customer. 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 emergency 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 and expenses of security personnel temporarily deployed solely and directly for the purpose of protecting ERAP customers located in the country where an emergency event has occurred.

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

## EMERGENCY RESPONSE ASSISTANCE PLANS

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FocusPoint provides emergency assistance to ERAP customers in annual plans. ERAP Plans are subject to the terms and conditions set forth herein. ERAP Plans are non-transferable and non-refundable. By enrolling as an ERAP customer, you accept and agree to the terms and conditions of the ERAP 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 ERAP Plan commences on the effective start date selected by the ERAP customer during the enrollment process. The end date for an ERAP Plan is 365 days after the plan's effective date indicated by the purchase confirmation. Regardless of the effective start date selected by the ERAP customer, ERAP 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 an ERAP Plan, FocusPoint shall refund the ERAP customer a portion of the plan fee prorated based on the remaining term of the plan.

All ERAP Plan enrollment data must include accurate information in order to ensure program eligibility. Any false or inaccurate information that would affect an ERAP customer's eligibility for an ERAP Plan is grounds for revocation, cancellation, or rescission of the plan.

### SERVICES

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#### General Limitations on Services

1. Coordinated In-Country Response Limitations as follows:
  - a. One (1) or Two (2) security, or One (1) or (2) Medical, fully funded responses, but not to exceed Two (2) fully funded responses in total, per customer, per annual plan term.

ERAP customers enjoy 24/7 access to FocusPoint's dedicated Crisis Response Center (CRC) to seek assistance on dealing with any one of the risks described herein. However, the deployment of Crisis Consultants, medical, SAR or security personnel, and associated emergency assistance services are limited to two (2) fully funded responses, per customer, per plan term. This includes any qualified transportation of mortal remains. Eligible physical responses are limited to ten (10) calendar days of assistance per qualified response.

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 Crisis Consultants and/or security personnel may be delayed and/or subject to the exclusion in these areas for safety reasons.

In these situations, ERAP customers are eligible for crisis consultation (phone advice) only. Furthermore, any ERAP customer that refuses, rejects service from a Crisis Consultant or does not abide by the instructions of the Crisis Consultant, hereby renounces, and forfeits emergency event benefit.

With respect to any assistance or expense benefit provided to the ERAP Customer under the terms defined as **COVID-19 Medically Necessary Repatriation**, which are also covered under a valid and collectable travel/trip or medical insurance/protection the ERAP benefit described herein this clause, will apply in excess of such insurance coverage. With respect to any assistance or expense benefit provided to the ERAP Customer under the terms defined as **Medically Necessary Repatriation**, which is also covered under a valid and collectable workers compensation, business travel accident or employer's liability insurance/protection, the ERAP 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 an ERAP 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.

## 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 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 ERAP customers, due to limited space available on an evacuation aircraft, the ERAP 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 ERAP 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 ERAP customer.
2. An ERAP 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 an ERAP customer in their permanent country of residence.
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. An ERAP customer that is determined to be involved in illegal activity.
7. An ERAP 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 an emergency incident is public knowledge and no longer an unforeseen event. In respect of travel to location where an emergency incident is no longer an unforeseen event; this plan is limited to cover "emergency consultation" (phone advice) only, and "extra expenses" are not covered.
8. An ERAP customer travels for any reason to the countries of ***Iran, North Korea, Somalia, Sudan, Syria, Afghanistan, 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 emergency events of: Political Threats, Natural Disaster, or Pandemics: the ERAP Customers failure to notify and/or request advice and/or assistance after a period of 96 hours from when the emergency event has first occurred.

10. The ERAP customer's failure to accept and abide by the ERAP/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 emergency event.
11. With respect to Pandemic Threat emergency events: the ERAP 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 incidents requiring maritime search and rescue and to satisfy requirements of emergency transport under this assistance plan, the ERAP customer must be within a reasonable proximity to a port or shoreline and any expense associated with land, air, or maritime search and rescue, and/or **emergency relocation** shall be deemed excess above and beyond any insurance protection or coordinated official public/governmental authority response.
13. Any **emergency event** request arising from the location of the **ERAP Customer's** place of permanent residence as listed in the plan purchase confirmation.

#### **This ERAP emergency assistance plan does not cover:**

1. Loss, destruction, or damage to any property whatsoever, 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 is not available to ERAP Customer when required directly/indirectly as a result of:**

1. Traveling against the advice of a physician
2. An ERAP 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 ERAP customers aged 65 and older.
10. Repatriation of Mortal Remains as a result of:
  - death by natural causes for ERAP customers aged 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.
  - 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 ERAP 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 ERAP customers diagnosed with COVID-19 or any mutation thereof.

12. With respect to: COVID-19 Medically Necessary Repatriation the ERAP 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.
13. Intentional self-inflicted injuries, attempted suicide or being in a state of insanity.
14. The ERAP customer's deliberate exposure to extraordinary danger (except in an attempt to save human life)
15. An ERAP customer on an organ transplant list prior to enrollment will not be eligible for transport for that transplant.
16. An ERAP customer with tuberculosis or other chronic airborne pathogens will not be transported.
17. The ERAP customer riding or driving in any kind of race or endurance test for which there is a financial reward or prize money involved.
  - Riding or being a passenger in any 2, 3, or 4 wheeled mechanically powered motorcycle, quad, or scooter above 50cc
18. Traveling in any aircraft, which is being used for crop-dusting, seeding, skywriting, or racing.
19. Hazardous occupations as defined herein.
20. A **medically necessary repatriation** request, after a **search & rescue** assistance, as a result of **hazardous summer or winter sports**, has been completed.
21. The ERAP 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.
22. Bodily injury or sickness occasioned by or occurring while the ERAP customer is committing or attempting to commit a felony or to which a contributing cause was the ERAP customer being engaged in an illegal activity.
23. Dental treatment except as a result of accidental injury to sound natural teeth.
24. Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eyeglasses, or contact lenses.
25. Bodily injury or sickness sustained while in any of the armed forces (land, sea, or air) of any country or international authority.
26. 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.
27. In the event that the ERAP 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.
28. An ERAP customer travels for any reason to the countries of: ***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.
29. War or any act of war, whether war is declared or not, invasion, civil commotion, or riots of any kind.
30. 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:
  - Ionizing radiations or contamination by radioactivity from any nuclear fuel or waste from the combustion of nuclear fuel
  - The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
31. The ERAP customer's failure to notify and/or request advice and assistance after a period of 96 hours from when the emergency event has first occurred; unless it is reasonable to believe that the customer is not physically able to request advice or assistance.
32. The ERAP customer's failure to accept and abide by the ERAP/FocusPoint consultant's indication, instruction, advice, or directive to shelter in place, safe harbor, or evacuate as a result of a response action to an emergency event.
33. Any **medical assistance benefit** request arising from the location of the **ERAP Customer's** place of permanent residence as listed in the plan purchase confirmation.

## Medical Transport Benefit

Medical transport services are available to any ERAP 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 ERAP customer's choice in their home country.

Medical transport services are not available to ERAP customers with mild lesions, simple injuries or minor illnesses that can be treated by local doctors and do not prevent the ERAP 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 ERAP 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 ERAP customer must be admitted to a hospital on shore before scheduling medical transport to another hospital during a period of travel involving maritime travel.

Furthermore, any expense associated with land, air, or maritime search and rescue, and/or **emergency relocation** shall be deemed excess above and beyond any insurance protection or coordinated official public/governmental authority response.

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

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

An ERAP customer must be medically stable for medical transport. Assuming all other medical transport criteria are met, an ERAP customer who is initially considered medically unstable for transport to the hospital of the ERAP 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 ERAP customer's choice in their home country if they continue to meet medical transport criteria.

### **Repatriation of Mortal Remains**

In the event of an ERAP 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 ERAP customer's remains to their home country. These charges will be at the sole discretion of FocusPoint and only paid if the ERAP customer had no other benefit in place at the time of death that would otherwise cover this expense. Anyone requesting the repatriation of an ERAP 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 ERAP customer's mortal remains.

THE EMERGENCY RESPONSE ASSISTANCE PLAN (ERAP) 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 emergency assistance plan benefit includes:

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

## **CHANGES**

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FocusPoint reserves the right to change or amend the terms contained in these terms and conditions without prior notice. FocusPoint is solely responsible for the interpretation and application of the terms contained in this emergency assistance plan. 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 an ERAP customer. By enrolling as an ERAP 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 NOTICE OF PRIVACY PRACTICES.

You may obtain a copy of FocusPoint's Notice of Privacy Practices in the following ways:

- Email us at [ERAP@wwfocus.com](mailto:ERAP@wwfocus.com) to request a copy be emailed to you.

## INTERAPRETATION / CHOICE OF LAW / WAIVER OF JURY TRAIL / DAMAGES

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The interpretation of the terms and conditions 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 ERAP 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 ERAP customers' right to recover damages under law are limited to contractual damages only. Damages recoverable by ERAP customers are limited to the return of travel assistance plan fees paid.

## ENTIRE AGREEMENT

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The terms and conditions contained herein, and any amendments thereto constitute the entire agreement between FocusPoint and you as an ERAP Plan customer with regard to the subject matter and supersede all previous understandings and agreements, whether oral or written. The terms and conditions may not be altered, varied, or modified in any way except in writing by FocusPoint.