



# CAP TRIPSIDE ASSISTANCE PLAN

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## **RULES & REGULATIONS**

*Version 18.05.25*



THE RULES AND REGULATIONS CONTAINED HEREIN GOVERN FOCUSPOINT INTERNATIONAL'S PROVISION OF TRAVEL ASSISTANCE SERVICES UNDER THE CAP TRIPSIDE ASSISTANCE PLAN (HEREINAFTER REFERRED TO AS "CAP", "CAPMED" OR "CAP ADVANTAGE"). THEREFORE, YOU MUST READ THE RULES AND REGULATIONS CAREFULLY AND KEEP THEM WITH YOUR TRAVEL PAPERS 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 SERVICE IS INTENDED TO REPLACE YOUR 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 TRIPSIDE ASSISTANCE PLAN, PLEASE CONTACT FOCUSPOINT INTERNATIONAL AT [CAP@WWFOCUS.COM](mailto:CAP@WWFOCUS.COM).

**SHOULD A CRISIS OR THE NEED FOR ANY PROTECTED ASSISTANCE OCCUR DURING TRAVEL, CAP CRISIS CONSULTANTS MUST BE CONTACTED BY ACTIVATING THE "ASSIST" BUTTON IN THE CAP ADVANTAGE APP.**

SHOULD A CUSTOMER(S) REQUIRE PUBLIC EMERGENCY SERVICES (E.G., POLICE, FIRE, OR EMS SERVICES), SAID CUSTOMER(S) SHOULD CONTACT LOCAL EMERGENCY SERVICES DIRECTLY. FOCUSPOINT DOES NOT REPLACE PUBLIC EMERGENCY SERVICES AND SHOULD NOT BE CONTACTED FIRST DURING AN ACTUAL EMERGENCY.

SHOULD ASSISTANCE BE REQUIRED FOR EVENTS NOT COVERED UNDER THE TERMS AND CONDITIONS HEREIN, FOCUSPOINT MAY BE ABLE TO COORDINATE ASSISTANCE ON A FEE FOR SERVICE BASIS. IN THESE SITUATIONS, THE CAP CUSTOMER WILL BE REQUIRED TO GUARANTEE PAYMENT THROUGH THE PROVISION OF A QUALIFIED CREDIT CARD.

**UPON SUCCESSFUL PURCHASE, YOUR CAP TRIPSIDE ASSISTANCE PLAN NUMBER WILL BE ISSUED AND INCLUDED IN THE WELCOME LETTER PROVIDED TO YOU. YOU ARE RESPONSIBLE FOR RETAINING THIS NUMBER AND ENSURING IT IS READILY ACCESSIBLE. WHEN REQUESTING ASSISTANCE, YOU MAY BE REQUIRED TO VERIFY YOUR PLAN NUMBER TO CONFIRM ELIGIBILITY AND ACTIVATION STATUS. FAILURE TO PROVIDE SUCH VERIFICATION UPON REQUEST 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 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 TRIPSIDE ASSISTANCE SERVICES

CAP is a travel assistance plan, provided exclusively by FocusPoint International, Inc. CAP customers are provided several fully funded benefits (listed below) and assistance for a wide range of crises listed and defined herein that directly impact or have the potential to impact a CAP customer during a period of travel. Based on the plan type purchased, CAP TripSide Assistance benefits include:

### CAP ADVANTAGE MOBILE ASSISTANCE APP AND WEB PORTAL BENEFITS AND FEATURES:

1. One-Touch Emergency Assistance Button (the Assist button MUST be activated to receive assistance)
2. Two-Way Communications
3. Safety Check-In Button
4. Location-Based Mapping Interface
5. Travel Risk and Duty of Care Intelligence
6. Location-Based Service (LBS) Traveler Tracking
7. Manual Itinerary Management
8. User-Defined Tracking Permissions
9. Web-Based Travel Risk Portal

### SECURITY ASSISTANCE BENEFITS:

1. 24/7 Multi-Lingual Assistance (during the response to a qualified crisis event)
2. Crisis Consultation (during the response to a qualified crisis event)
3. Emergency Message Transmission (during the response to a qualified crisis event)
4. Access to Interpreters (during the response to a qualified crisis event)
5. 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 AND EVACUATION FROM THE FOLLOWING SEVEN (7) COVERED CRISIS EVENTS:

1. Political Threats (extended to include civil threats caused by riots, strikes, and civil commotion)
2. Terrorism
3. Kidnap and Ransom (extended to include express kidnap and virtual kidnap)
4. Blackmail or Extortion
5. Wrongful Detention
6. Disappearance of Persons (extended to include search and rescue costs)
7. Natural Disasters

### MEDICAL ASSISTANCE BENEFITS:

1. Medically Necessary Evacuation or Repatriation
2. Repatriation of Mortal Remains
3. Visit from a Family Member or Friend (when hospitalized during a qualified period of travel)
4. Return of Dependent Children (when provided medical repatriation during a qualified event)
5. Medical Transport Escort
6. Emergency Medical Relocation
7. Translation Services (during the response to a qualified crisis event)
8. Return of any hired vehicle because of a medically necessary repatriation

During the term of the plan, CAP customers have on-demand access to a dedicated 24/7 Crisis Response Center (CRC) through the CAP Advantage App with a one-touch emergency "Assist" button where they can receive coordinated in-country response services to assist CAP customers directly impacted by the covered crisis event(s) defined herein (if necessary, as determined solely by FocusPoint).



## **DEFINITIONS**

### **CAP CUSTOMER(S)**

Means the person(s) defined in the plan purchase confirmation, assigned to the crisis consultant under the terms of service of this plan.

### **CRISIS EVENT**

Means for this travel assistance plan, any decisive, unstable, or crucial time that occurs from a covered crisis event during the customer's period of travel that is an unforeseen event, and 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 covered crisis events will be a single crisis event for this travel assistance plan.

### **CRISIS CONSULTANT**

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

### **POLITICAL THREAT**

Means 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 this travel assistance plan, a political threat is extended to mean civil threats caused by riots, strikes, or civil commotions. Crisis assistance must be initiated within 96 hours of the qualifying incident.

### **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. Crisis assistance must be initiated within 96 hours of the qualifying incident.

### **HAZARDOUS OCCUPATIONS**

Means 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**

Means the CAP 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 over 30 meters, solo diving; 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 are performed for thrill/profit/notoriety/publicity/endorsement or social media attention-seeking versus standard recreational purposes.

### **HAZARDOUS WINTER SPORTS**

Means the CAP customer/s participation in the activities of skiing, off-piste skiing without a guide, 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 the 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.





## **DISAPPEARANCE OF PERSONS**

Means the complete and unexpected loss of contact with a CAP customer during a qualified period of travel for a period over 48 hours.

## **BLACKMAIL & EXTORTION**

Means 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**

Means the involuntary confinement of a CAP customer by a 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. Crisis assistance must be initiated within 96 hours of the qualifying incident.

## **KIDNAP FOR RANSOM**

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. Crisis assistance must be initiated within 96 hours of first notification from the kidnappers and/or a demand for payment.

## **VIRTUAL KIDNAP**

Means the alleged abduction of a CAP customer within the territory specified for travel by persons who then demand a ransom specifically from the assets of the CAP customer as a condition of release.

## **EXPRESS KIDNAP**

Means the illegal abduction against the will of the CAP customer for a period of fewer than twenty-four (24) hours by persons who demand the abducted CAP customer or CAP customer's company pay a ransom to be released.

## **RANSOM**

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

## **NATURAL DISASTERS**

Means 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. Crisis assistance must be initiated within 96 hours of the qualifying incident and/or any Government issues evacuation notice or directives.

## **PERIOD OF TRAVEL FOR THE UNITED STATES OF AMERICA & FOREIGN INTERNATIONAL (OUTBOUND) TRAVEL CAP CUSTOMER(S)**

Means from the time a CAP customer arrives in 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.

Each period of travel must be inceptioned after the effective date of this agreement and any crisis or hospitalization date must be before or on the expiry date of this agreement.



## **PERIOD OF TRAVEL FOR UNITED STATES OF AMERICA RESIDENT CAP CUSTOMER(S) WHO PURCHASED DOMESTIC TRAVEL COVERAGE (APPLICABLE TO US RESIDENTS ONLY)**

Means 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 in 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.

Each period of travel must be incepted after the effective date of this agreement and any crisis or hospitalization date must be before or on the expiry date of this agreement.

## **PRE-EXISTING MEDICAL CONDITION**

Means any request for medical assistance benefit as a result of an accident, injury, illness, or other condition to the customer, that occurs before the application for the plan, including the effective date of the plan: A) if the condition happened, manifested before 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 before the purchase of this plan or travel date; (B) the care or treatment was administered or recommended by a physician before the purchase of this plan or travel date; C) required medication or prescription drugs at any time before the purchase of this plan.

## **UNITED STATES OF AMERICA RESIDENT CAP CUSTOMER(S)**

Means those person(s) shown in the plan purchase confirmation that are protected by the crisis consultant under the terms of this plan and who have legal permanent status by their home, principal establishment, work, study, or other government-issued permit in the United States of America.

## **MEDICALLY NECESSARY EVACUATION/ REPATRIATION**

Means that following an illness or accident suffered during the period of travel 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, and;
3. The availability of a hospital bed in their primary place of residence for further medical treatment or recovery. As part of medical repatriation or evacuation, 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.

A CAP customer will not be transported by a medically dedicated air transport service if they can be safely transported via commercial airline in business class or by road.

Please note: CAP customers will need to maintain appropriate health insurance in their Home Country that will provide for inpatient admission or otherwise raise any deposits required and agree to fund all inpatient treatment at the receiving hospital before transport.

## **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 major languages via telephone as required during a qualifying incident.

## **EMERGENCY MESSAGE RELAY**

FocusPoint will attempt to transmit an urgent message for a CAP customer to the CAP customer's emergency contact listed in their profile during the response to a qualified crisis event. Messages can be retained for up to 15 days after the conclusion of the case.

## **VISIT FROM A FAMILY MEMBER OR FRIEND**

If, during a period of travel, a CAP customer is or will be hospitalized for a period over 3 days, is in critical condition, and/or experiences a rapid deterioration in their medical condition that could result in a coma or death as determined by FocusPoint Medical Staff, FocusPoint will arrange the transportation for 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**

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

## **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.

## **EVACUATION DUE TO POLITICAL THREATS & NATURAL DISASTERS**

CAP 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 (commercial or chartered flights as determined by FocusPoint), 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, because of the 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.



## **MEDICAL TRANSPORT BENEFITS**

Medical transport services are available to any CAP customer who qualifies for medical transport services by these rules and regulations, is hospitalized as an inpatient outside of the country of their home or place of business (or in-country during a period of travel if this coverage is purchased) 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 their 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 cruises, 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, 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 transport request.

## **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:

- a. The CAP customer requires continued inpatient hospitalization
- b. The rest of the required inpatient hospitalization can be completed at a hospital of the CAP customer's choice in their home country; and
- c. The CAP customer can be returned by a 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 or an authorized aircraft if:

- a. The CAP customer requires continued inpatient hospitalization
- b. The remaining inpatient hospitalization can be completed at a hospital of the CAP customer's choice in their home country; and
- c. 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 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 on a 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. CAP and CAP customers agree with the local medical attendants and physicians releasing personal information.

FocusPoint will require a medical assessment 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 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 be paid if the CAP customer had 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 of repatriating 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 TripSide 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 the funeral home of choice
5. One death certificate

## **CAP ADVANTAGE TECHNOLOGY FEATURE & BENEFITS**

### **MOBILE APP WITH LBS TRAVEL TRACKING**

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

### **LOCATION-BASED MAPPING INTERFACE**

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

### **ONE-TOUCH EMERGENCY ASSISTANCE BUTTON**

A one-touch assistance button located within the mobile app will connect a CAP customer to the Crisis Response Center to request emergency assistance.

THE "ASSIST" BUTTON MUST BE ACTIVATED TO RECEIVE ASSISTANCE FOR THE COVERED CRISIS EVENTS DEFINED HEREIN. PLEASE ENSURE THE CAP ADVANTAGE APP IS DOWNLOADED AND YOU ARE LOGGED IN BEFORE A TRIP TO AVOID ANY DELAY IN RESPONSE. PLEASE REMAIN LOGGED INTO THE CAP ADVANTAGE APP DURING TRAVEL TO VIEW PROXIMITY-BASED ALERTS AND ACTIVATE THE ASSIST BUTTON IF NEEDED.

### **TWO-WAY COMMUNICATIONS**

Communication tools synced with phones, email, and SMS that allow customers to receive critical communications from the Crisis Response Center, including geo-fence 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 the 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 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.

## **PROXIMITY-BASED TRAVEL ALERTS**

Time-sensitive travel alerts based on the proximity of a CAP customer's smartphone with the CAP Advantage Mobile Assistance App downloaded onto the device to the GEO location of the event. Proximity-based travel alerts will only be delivered if selected by the CAP customer(s) when purchasing the CAP Tripside Assistance Plan.

## **ITINERARY MANAGEMENT**

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

## **WEB-BASED TRAVEL RISK PORTAL**

The web-based platform 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 DURING A QUALIFIED CRISIS EVENT**

Subject to limitations on services described herein, CAP Tripside Assistance Plans include, at no additional cost, remote crisis consultation and coordinated in-country response services during a qualifying crisis and a qualifying period of travel. With ALL covered 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 crisis and 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 are limited to 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, evacuation away from the impacted area, and the implantation of security personnel to ensure adequate security of a CAP customer directly impacted by a terrorist incident.

### **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 an 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 who has been kidnapped for ransom to affect the safe release of the CAP customer.

PLEASE NOTE: CAP IS NOT AN INSURANCE POLICY, AND THE REIMBURSEMENT OF A RANSOM OR EXTORTION PAYMENT IS NOT AVAILABLE UNDER THE CAP CUSTOMER 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.

## **CRISIS EVENT FULLY FUNDED SERVICES AND EXPENSES**

CAP is a fully funded service guarantee and not an insurance plan. FocusPoint will not reimburse CAP 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 a covered 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 threats, terrorism, or natural disasters;
2. Fees and expenses of an independent interpreter up to a maximum of 45 days from the date of the crisis event;
3. Costs of relocation travel, accommodation, shelter in place or safe harbor up to a maximum of 45 days from the date of the crisis event;
4. A maximum of 45 days of fees and expenses of security personnel temporarily deployed solely and directly to protect CAP customers located in the country where a crisis event has occurred.

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

## **CAP TRIPSIDE ASSISTANCE PLANS**

FocusPoint provides crisis assistance during periods of travel to CAP customers in short-term, annual, and multi-year plans. CAP Tripside Assistance Plans are subject to the terms and conditions set forth herein. CAP Tripside 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, other than realizing the benefits associated with the repatriation of mortal remains as defined herein.

## **PLAN TERM**

Subject to the limitations identified herein, the term of an eCommerce CAP Tripside Assistance Plan commences on the effective start date selected by the CAP customer or by the plan administrators during the online enrollment process for eCommerce plans. The end date for an eCommerce CAP Tripside 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 before the CAP customer's initial departure from their residence address.

Regardless of the effective start date selected by the CAP customer, CAP Tripside 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 Tripside Assistance Plan, FocusPoint will refund the CAP customer a portion of the plan fee prorated based on the remaining term of the travel assistance plan.



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

## SERVICES

Subject to the limitations on services described herein, FocusPoint provides crisis assistance services to any CAP customer during a period of travel. If a CAP customer's residence address changes during the term of the plan, the CAP customer must notify FocusPoint of the change in writing, via email, before their initial trip departure. The qualifying residence address declared during the enrollment period **MUST** be the primary residence of the CAP customer. CAP customers that own more than one residence **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 may result in revocation, cancellation, or rescission of the plan.

## LIMITATIONS ON FULLY FUNDED SERVICES AND COVERED CRISIS EVENT EXPENSES

### GENERAL LIMITATIONS ON SERVICES

1. Crisis Consultation - In response to a qualified crisis event and during a qualified period of travel.
2. Coordinated In-Country Response – one or two (1 or 2) security, or one or two (1 or 2) medical, fully funded responses, but not to exceed two fully funded responses in total, per customer, per plan term.
3. The deployment of CAP Crisis Consultants, medical or security personnel, and associated crisis assistance services are limited to two (2) fully funded responses, per customer, per plan term. This includes any qualified transportation of mortal remains. The eligible physical response is limited to forty- five (45) calendar days of assistance.
4. 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 only during a covered crisis event. 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.

### LIMITATIONS ON SERVICES SURROUNDING GOVERNMENT AUTHORITY TRAVEL ADVICE AGAINST ALL TRAVEL AND DUE DILIGENCE

If a CAP customer elects to travel to locations where the United States Department of State, and/or the Foreign Office of Canada, and/or the British Foreign Office and/or similar authority is 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 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 event crisis consultation (phone advice) only, and extra expenses that include evacuation are not covered.

### EVACUATION DUE TO POLITICAL THREATS & 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 (commercial or chartered flights as determined by FocusPoint), 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 the 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:

- a. 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, 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;
- b. A CAP customer is:
  - i Kidnapped by a relative or as a result of a domestic dispute
  - ii Has had kidnap insurance canceled or declined in the past or
  - iii Has been kidnapped in the past
- c. Any kidnapping, blackmail, or extortion of a CAP customer in their permanent country of residence. However, this limitation does not apply to United States of America Resident CAP customer(s) who purchased domestic travel cover;
- d. Any CAP customer traveling to and/or in a country where 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 Countries of the EU, to include civil war and violent conflict is occurring.
- e. 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;
- f. A CAP customer involved in illegal activity.
- g. A CAP customer seeks the plan benefit after traveling to the travel destination or for extending the period of travel 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.
- h. With respect to travel to a 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;
- i. In respect only to the crisis events of political threats, terrorism, natural disasters, wrongful detention, and kidnap for ransom where the CAP customer fails to notify and/or request advice and/or assistance after a period of 96 hours from when the crisis event has first occurred;
- j. The CAP customer fails 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.
- k. The CAP user requires assistance in the form of search and rescue at sea.
- l. 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;
- m. Periods while underground or in any open cast mine;
- n. Any request for assistance with fully funded service, directly or indirectly caused by or contributed to by or resulting from:
  - i Ionizing radiations or contamination by radioactivity from any nuclear fuel or waste from the combustion of nuclear fuel;
  - ii The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- o. Reimbursement of a ransom and/or extortion payment
- p. Suffering bodily injury or sickness sustained while in any of the armed forces (land, sea, or air) of any country or international authority;
- q. Suffering 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;
- r. Electing 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 issuing the passport of the plan customer; advises against all travel or advises travelers to leave that location. If the country issuing the plan customer's passport does not provide formal or recognized travel advisory/travel advise notifications, warnings, or mandates, the United States Department of State will be considered as the prevailing travel warning authority that will apply to these rules and regulations;
- s. They travel for any reason to the eleven (11) countries of Afghanistan, Iran, Libya, North Korea, Russia, Somalia, Sudan, Syria, Ukraine, Venezuela, and Yemen;
- t. Arising from war or invasion or any act of war, whether it was declared or not.





## **MEDICAL ASSISTANCE AND FULLY FUNDED EXPENSES ARE NOT AVAILABLE TO CAP CUSTOMERS IF AND/OR WHEN CAUSED DIRECTLY/INDIRECTLY BY A CAP CUSTOMER WHO:**

- a. Travels against the advice of a physician;
- b. Travels to seek medical treatment, whether as an inpatient or outpatient, experimental or otherwise, for that specific trip, or any CAP customer on an organ transplant list before travel for transport to the hospital for that transplant;
- c. 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;
- d. Has End-stage COPD, a previous history of congestive heart failure or active cancer treatment;
- e. Is pregnant or suffers childbirth, miscarriage, or abortion;
- f. Suffers Neuroses, psychoneuroses, psychopathy, psychoses, mental or emotional diseases or disorders of any type, or any Hospital-to-Hospital relocation where the CAP customer's primary admitting diagnosis is an inpatient psychiatric disorder;
- g. Has a pre-existing condition (this limitation applies only to CAP customers aged 65 and older);
- h. Requires repatriation of Mortal Remains as a result of death by natural causes (this limitation applies only to CAP customers aged 65 or older and covers crisis consultation "phone advice" only, and extra expenses are not fully funded);
- i. Has a diagnosis of, or is suspected of having, a Biosafety Class Level 3 (and above) pathogen as classified by either the Center for Disease Control and Prevention (CDC) or the National Institutes of Health (NIH) will not be transported;
- j. Deliberately exposes him or herself to extraordinary danger (except in an attempt to save human life);
- k. Is on the organ transplant list before the period of travel;
- l. Has tuberculosis or other chronic airborne pathogens;
- m. Is riding or being a passenger of any 2, 3, or 4 wheeled mechanically powered motorcycle, quad, or scooter above 50cc that is in any kind of race or endurance test or contest for which there is a financial reward or prize money involved;
- n. Is traveling in any aircraft that is being used for crop-dusting, seeding, skywriting, racing, exploration, or any other purpose than transportation as a passenger;
- o. Performs hazardous summer or hazardous winter sports or hazardous occupations as defined herein during the period of travel;
- p. Is under the influence of alcohol at the time of the crisis event or who has taken drugs or narcotics, or any poison, chemical compound, gas, or fumes (illicit or prescription) unless prescribed by a legally qualified physician or surgeon;
- q. Is operating any type of recreational or transportation vehicle while impaired by alcohol, drugs or narcotics, or any poison, chemical compound, gas, or fumes;
- r. Suffers a 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;
- s. Requires dental treatment except as a result of accidental injury to sound natural teeth;
- t. Has any non-emergency treatment or surgery, routine physical examinations, or seeks fully funded assistance to cover hearing aids, eyeglasses, or contact lenses;
- u. Requires transport from any cruise ship, vessel, or yacht. Due to the limited medical facilities and testing available on cruise ships and yachts, the CAP customer must be admitted to a hospital onshore before receiving assistance or scheduling a medical transfer to another hospital. This assistance plan does not cover search and rescue at sea and is restricted to the costs of repatriation or relocation to the customer's hospital of choice from a land-based hospital only.

## **CHANGES**

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 will be final and conclusive.

## **CONSENT TO RECORD COMMUNICATIONS**

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**

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>

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

The interpretation of the rules and regulations is governed by the laws of the State of Ohio, United States of America, and any dispute between you and FocusPoint will 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**

The rules and regulations, along with the CAP TripSide Assistance Plan Agreement and any amendments thereto, constitute the entire agreement between FocusPoint and you as a CAP customer about 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 Tripside Assistance Plan**

A FocusPoint International, Inc. Service