

# CAP™ MEMBERSHIP PROGRAM

## Short-Term Rules & Regulations

THE RULES AND REGULATIONS CONTAINED IN THIS MEMBERSHIP PROGRAM GOVERN FOCUSPOINT INTERNATIONAL'S PROVISION OF TRAVEL ASSISTANCE SERVICES UNDER THE CRISIS ASSISTANCE PLUS™ (HEREINAFTER REFERRED TO AS "CAP") MEMBERSHIP PROGRAM. THEREFORE, IT IS IMPORTANT THAT YOU READ THE RULES AND REGULATIONS CAREFULLY AND KEEP THEM WITH YOUR TRAVEL PAPERS IN ORDER TO FULLY UNDERSTAND FOCUSPOINT'S SERVICES AND HOW TO PROPERLY ACCESS THEM.

NOTE: CAP IS A CRISIS ASSISTANCE MEMBERSHIP PROGRAM, NOT AN INSURANCE POLICY. FOCUSPOINT DOES NOT AND WILL NOT REIMBURSE OR INDEMNIFY MEMBERS FOR EXPENSES INCURRED BY A MEMBER UNLESS AGREED IN WRITING IN ADVANCE.

IF YOU HAVE ANY QUESTIONS REGARDING THE CAP MEMBERSHIP PROGRAM, PLEASE CONTACT FOCUSPOINT INTERNATIONAL AT +1 866 340 8569 OR EMAIL US AT [CAP@WWFOCUS.COM](mailto:CAP@WWFOCUS.COM).

SHOULD A CRISIS OR THE NEED FOR ANY OTHER PROTECTED ASSISTANCE OCCUR DURING TRAVEL OR IF ONE IS BELIEVED TO HAVE OCCURRED, CAP CRISIS CONSULTANTS MUST BE CONTACTED AT THE FOLLOWING TELEPHONE NUMBER:

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

IN ALL COMMUNICATIONS, THE CAP MEMBERSHIP NUMBER ISSUED UPON ACTIVATION OF THE MEMBERSHIP MUST BE AVAILABLE TO CONFIRM ACTIVE MEMBERSHIP AND ELIGIBILITY FOR RESPONSE

### DESCRIPTION OF CRISIS ASSISTANCE SERVICES

Crisis Assistance Plus™ (CAP) is a travel assistance membership program powered by FocusPoint International, Inc. CAP members are provided a number of benefits (listed below) and assistance for a wide range of crises (further defined herein) that directly impact or have the potential to impact a member during a period of travel. CAP Membership benefits include:

- 24/7 Assistance Hotline
- Emergency Message Transmission
- Legal Referrals
- Medical and Dental Referrals
- Lost Document Advice & Assistance
- Access to Interpreters
- Country Risk Ratings & Summaries
- Response to Violent Crime
- Response to Political Threats
- Response to Terrorism
- Response to Hi-Jacking
- Response to Disappearance of Persons (Search & Rescue)
- Response to Blackmail or Extortion
- Response to Wrongful Detention
- Response to Kidnap for Ransom
- Response to Natural Disasters
- Response to Pandemics

And, if Medical Assistance Membership is purchased:

- Emergency Relocation – Nearest appropriate medical facility
- Medically Necessary Repatriation – Home hospital of choice
- Repatriation of Mortal Remains
- Advance of Emergency Medical Expenses
- Medical Monitoring
- Translation Services
- Emergency Message Relay
- Cash Advance
- Visit of a Family Member or Friend
- Return of Dependent Children
- Transport Escort
- Coordination/Assistance with Medical Payments
- Advance of Payment of Expenses pertaining to Emergency Transportation Services

During the term of the membership, CAP members enjoy on-demand access to a dedicated 24/7 Crisis Response Center (CRC) Hotline; where they can receive advice, and (if necessary as determined by FocusPoint), coordinated in-country response services to provide assistance to the CAP member(s) directly impacted by the covered crisis event.

## **DEFINITIONS**

### **Crisis**

For the purposes of this membership program, a crisis means any decisive, unstable or crucial time resulting from an unforeseen event, which has directly caused or has the potential to cause serious bodily harm, detention or death to a CAP Member. Any Crisis 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 purposes of this membership program.

### **Violent Crime**

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

### **Political Threat**

The threat of action designed to influence the government or an international governmental organization or to intimidate the public, or a section of the public; made for the purposes of advancing a political, religious, racial or ideological cause.

### **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.

### **Hi-Jack**

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

## **Disappearance of Persons**

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

## **Blackmail & Extortion**

For the purposes of this membership program, Blackmail and Extortion means the making of illegal threats specifically to a CAP Member to:

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

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

## **Wrongful Detention**

Wrongful Detention means the involuntary confinement of a CAP Member 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 one or more CAP Member(s) by any third party for the purpose of demanding a Ransom.

## **Natural Disasters**

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

## **Pandemic**

Any sudden outbreak of one or more causative organism(s) belonging to the same genus or species that is infectious or contagious, to which the CAP Member is exposed outside his or her Permanent Country of Residence, threatens the life or long term health of the CAP Member, 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).

## **Emergency Relocation**

FocusPoint will arrange the medical transportation of a CAP Member in the event of a medical emergency. Said transportation will be performed under medical supervision and shall be to the nearest medical facility capable of providing adequate care. As part of a 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 Member if medically necessary.

## **Medically Necessary Repatriation**

Following an illness or accident requiring a CAP Member to obtain medical treatment, FocusPoint shall arrange, if medically necessary, transportation for the CAP Member from the facility where he or she is receiving medical treatment to the hospital of choice, subject to the availability of space, in his or her primary place of residence 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 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 Member if medically necessary.

## **Repatriation of Mortal Remains**

If a CAP Member dies while traveling, FocusPoint will arrange all necessary government authorization, including the cost of any embalming, all necessary documentation, a container suitable for transport, and the means of transportation of the remains, to the CAP Member's Usual Country of Residence.

## **Medical and Dental Referrals**

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

## **Advance of Emergency Medical Expenses**

FocusPoint will advance on-site emergency inpatient medical expenses within a reasonable timeframe to the CAP Member upon Satisfactory Guarantee of Payment from the CAP Member or CAP Member Company. "Satisfactory Guarantee of Payment" means the ability to debit a CAP Member's Company or CAP Member's or a CAP Member's friend or relative's valid credit or debit card or other financial account or vehicle where applicable by local law for the amount required to provide a service.

## **Medical Monitoring**

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

## **Translation Services**

FocusPoint will provide translation in all major languages via telephone.

## **Emergency Message Relay**

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

## **Cash Advance**

FocusPoint will advance emergency funds within a reasonable timeframe to a CAP Member upon receipt of a Satisfactory Guarantee of Payment by the said CAP Member. Any fees associated with transfer or delivery of funds are the responsibility of the CAP Member.

## **Visit of a Family Member or Friend**

If a CAP Member is or will be hospitalized while traveling for a period in excess of 3 days or is in a critical condition, FocusPoint will arrange the transportation and hotel accommodation expenses for up to 7 days of one family member or friend designated by the CAP Member from the person's home to the place where the CAP Member is hospitalized. Accommodation expenses do not include meals, telephone charges and personal services. FocusPoint reserves the right to choose the lodging location. Lodging is subject to availability.

## **Return of Dependent Children**

If a CAP Member is traveling with dependent children, and such dependent Children would be left unattended because of the hospitalization or death of the CAP Member, FocusPoint will arrange the return of such dependent children to the CAP Member's Usual Country of Residence. If necessary, FocusPoint will also arrange the transportation of a qualified attendant to accompany the dependent Children.

## **Transport Escort**

FocusPoint will arrange for one family member, companion or travel escort to accompany the CAP Member during an Emergency Evacuation or Medically Necessary Repatriation when possible.

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

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

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

FocusPoint shall pay for the necessary arrangements to provide the Emergency Transportation Services if they are covered under the CAP Member's insurance policy. If a Service is not covered under the CAP Member's insurance policy, FocusPoint will contact the CAP Member for written approval and will pay on the CAP Member's behalf only if authorized by the CAP Member.

## **Period of Travel – Short-Term Memberships**

From the time the CAP Member leaves the port or airport in the country of his/her home or place of business for the purpose of traveling to a foreign country, whichever the earlier, to the time of return to the port or airport in the country of his/her home or place of business, whichever the later, not to exceed 365 days.

## **CRISIS CONSULTATION & RESPONSE SERVICES**

Subject to the limitations on services described herein, CAP memberships include, at no additional cost, crisis consultation and (if necessary, as determined by FocusPoint) coordinated in-country response services during a period of travel. With ALL crisis events defined herein, the goal of the assistance provided, is to get CAP members to safety and bring closure to a crisis event that impacts or has the potential to impact a CAP member during a period of travel. Crisis consultation and coordinated in-country response services for the crisis events defined herein may include, but are not limited to:

## **Violent Crime**

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

## **Political Threat**

Advice and possible deployment of a crisis consultant to provide assistance in seeking safety, deployment of additional crisis consultant(s) and 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 provide assistance in seeking safety, emergency message relay, medical attention if needed and the deployment of security personnel to ensure adequate security of a CAP Member directly impacted by a terrorist incident.

## **Hi-Jack**

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

## **Disappearance of Persons – Search and Rescue**

Advice and possible deployment of a crisis consultant to investigate the disappearance of a CAP Member with the goal of locating the CAP Member and returning said Member(s) 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 Member.

## **Wrongful Detention**

Advice and possible deployment of a crisis consultant to work towards the release of the CAP Member being wrongfully detained. Emergency message relay, legal referrals, limited legal expenses and interpreter 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 Member that has been kidnapped for ransom to affect the safe release of said CAP Member.

PLEASE NOTE, BECAUSE CAP IS NOT AN INSURANCE POLICY, THE REIMBURSEMENT OF A RANSOM PAYMENT IS NOT AVAILABLE UNDER THE CAP MEMBERSHIP PROGRAM. HOWEVER, WITH THE EXCEPTION OF NO RANSOM REIMBURSEMENT, CAP MEMBERS ARE AFFORDED THE SAME LEVEL OF CASE MANAGEMENT CUSTOMARILY PROVIDED UNDER A SPECIALTY INSURANCE POLICY THAT COVERS KIDNAP FOR RANSOM RISK.

## **Natural Disasters**

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

## **Pandemic**

Advice and possible deployment of crisis or medical consultant(s), security personnel and transportation assets to assist a CAP Member directly impacted by a pandemic as defined herein.

## **ADDITIONAL MEMBERSHIP BENEFITS**

CAP is a membership program and not an insurance plan; FocusPoint will not reimburse Members for expenses they incur on their own. FocusPoint will however, cover certain required and reasonable “additional costs” incurred by CAP Crisis Consultant(s) during the response to an eligible crisis event directly impacting a CAP Member during a 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 effect a positive outcome to an eligible crisis event are limited to \$50,000 USD per Member, per incident and include:

- Emergency Political Evacuation Costs
- Legal Referrals and Fees
- Fees and expenses of an independent interpreter
- Costs of relocation travel and accommodation
- Fees for emergency medical care of a CAP member at or near the location of the crisis event
- Fees and expenses of security personnel temporarily deployed solely and directly for the purpose of protecting CAP members 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 membership fee and not subject to the limitations under “additional costs” ...e.g. airfare, visas, ground transportation, lodging, meals, etc.

## **MEMBERSHIPS**

FocusPoint provides crisis assistance during periods of travel to Members in short-term, annual and multi-year memberships. CAP memberships are subject to the terms and conditions set forth herein. CAP memberships are nontransferable and nonrefundable. By enrolling as a CAP Member, you accept and agree to the terms and conditions of membership. A person who is not a party to this membership has no right under the contract to enforce any term of this membership.

## **MEMBERSHIP TERM**

Subject to the limitations identified herein, the term of a Short-Term CAP Membership commences on the effective start date selected by the Member during the online enrollment process for short-term memberships. The effective start date is the date that travel begins. The end date for a Short-Term CAP Membership is the date travel ends, which is selected during the online enrollment process. To be eligible for CAP services, the effective start date must be prior to the Member’s initial departure from his or her Residence Address. Regardless of the effective start date selected by the Member, CAP memberships are valid only when the membership fee is collected.

A membership is not valid if the membership fee payment is declined, returned, or otherwise unpaid. In such a case, the effective start date shall be the date the membership fee is successfully collected. FocusPoint reserves the right to revoke, rescind, or cancel any membership or refuse any renewal at Focus Point’s sole discretion.

Should FocusPoint exercise its right to revoke, rescind, or cancel a CAP membership, FocusPoint shall refund the Member a portion of the membership fee prorated based on the remaining term of the membership.

All CAP membership enrollment data must include accurate information in order to ensure program eligibility. Any false or inaccurate information that would affect a Member's eligibility for CAP membership is grounds for revocation, cancellation, or rescission of the membership.

## **SERVICES**

Subject to the limitations on services described herein, FocusPoint provides crisis assistance services to any Member traveling outside of his or her Home Country as defined herein. A Member's Home Country is the country of the Member's Citizenship and/or qualifying Residence Address. If a Member's Residence Address changes during the term of the membership, the Member must notify FocusPoint of the change by phone prior to initial departure on a trip.

The qualifying Residence Address declared during the purchase of an online, short-term CAP Membership MUST be the primary residence of the CAP Member. For CAP Members that own more than one residence, the Member(s) MUST declare a single primary residence address during the enrollment process. CAP Members MUST be able to provide reasonable proof of the "Residence Address" on record if requested by FocusPoint. Failure to provide reasonable proof of residence may result in revocation, cancellation, or rescission of the membership.

## **LIMITATIONS ON SERVICES**

### **General Limitations on Services**

CAP Members enjoy unlimited 24/7 access to FocusPoint's dedicated Crisis Response Center (CRC) to receive advice on dealing with any one of the travel risks described herein. However, the deployment of CAP Crisis Consultants or Security Personnel and associated crisis assistance services for short-term memberships are limited to one (1) physical response per Member, per membership term. The eligible physical response is limited to forty five (45) calendar days of response to bring the qualified event to resolution.

Due to the high risk of sending personnel into countries where the United States Department of State has issued travel restrictions, physical response by CAP Crisis Consultants and/or Security Personnel may be delayed and/or subject to exclusion in these areas for safety reasons.

In the event that the Member elects to travel to locations which the United States Department of State, and/or the Foreign Office of Canada, the British Foreign Office and or similar authority being the country where the Member's home or headquarters is located (such authority to be agreed in advance prior to inception) advises against all travel, the following provisions apply:

- i) It is a condition that the Member must observe due diligence at all times. Due regard to all the advice applicable to this location recommended by this site must be observed at all times, including but not limited to the employment of security personnel (when advised), staying in secure locations, the observance of travel advice and preferred routes and the avoidance of high risk locations and public gatherings and;
- ii) In respect of incidents that may occur in locations for which the advice is against all travel, this membership agreement is amended to Crisis Consultation and Security Advice Only. Extra Expenses and Medical Related Expenses are not provided.

### **CAP services are not available to a Member if and/or when:**

In respect of Wrongful Detention, any actual or alleged violation of the laws of the host country or a failure to maintain and possess duly authorized and issued required documents and visas occurs, unless FocusPoint determines that such allegations were intentionally false, fraudulent, and malicious and made solely to achieve a political propaganda or coercive effect upon or at the expense of the CAP Member(s);



- A Kidnapping of a CAP Member by a Relative occurs or as a result of a domestic dispute;
- A CAP Member has had kidnap insurance cancelled or declined in the past;
- Any Kidnapping of a CAP Member who has been kidnapped in the past;
- Any Kidnapping, Blackmail or Extortion of a CAP Member in their Permanent Country of Residence.
- 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 War in Europe, whether declared or not, other than Civil war.
- 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.
- Any response to a CAP Member determined to be illegally engaged in armed combat.

**This Membership Program does not cover:**

- Loss or destruction of, or damage to any property whatsoever, or any loss or expense whatsoever resulting or arising therefrom, or any consequential loss.
- Any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:
- Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- The payment of a ransom.

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

- Traveling against the advice of a physician;
- Traveling for the purpose of obtaining medical treatment;
- Pregnancy, childbirth, miscarriage, or abortion where this condition is considered by FocusPoint to be material to the need for assistance;
- Neuroses, psychoneuroses, psychopathies, or psychoses, or mental or emotional diseases or disorders of any type;
- Intentional self-inflicted injury or attempted suicide or the CAP Member being in a state of insanity;
- The CAP Member's deliberate exposure to exceptional danger (except in an attempt to save human life);
- The CAP Member riding or driving in any kind of race or endurance test; riding or being a passenger in any 2, 3, or 4 wheel mechanically powered motorcycle, quad, or scooter above 50cc; or traveling in any aircraft which is being used for crop-dusting, seeding, skywriting, racing, exploration, or any other purpose than transportation as a passenger; unless noted in Proposal Form and agreed in advance by FocusPoint;
- Hazardous sports or occupations – other than sports or occupations that are incidental and for recreation only - unless noted in Proposal Form and agreed in advance by FocusPoint;
- The CAP Member being under the influence of alcohol or having taken drugs or narcotics, or any poison, chemical compound, gas, or fumes unless prescribed by a legally qualified physician or surgeon;
- Bodily Injury or Sickness occasioned by or occurring while the CAP Member is committing or attempting to commit a felony or to which a contributing cause was the CAP Member being engaged in an illegal activity;
- Dental treatment except as a result of accidental injury to sound natural teeth;
- Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eyeglasses, or contact lenses;
- Curtailment or delayed return for other than covered reasons;

- Periods of Travel for longer than the maximum period shown in the Schedule;
- Travel within 100 miles/160 kilometers of permanent residence, unless in a foreign country;
- Any regular travel on a day-by-day or week-to-week basis and which has no business purpose;
- Bodily Injury or Sickness sustained while in any of the armed forces (land, sea, or air) of any country or international authority;
- In the event that the CAP Member elects to travel to locations which The United States Department of State, and/or the Foreign Office of Canada, and/or similar authority being the country where the CAP Member's home or headquarters is located (such authority to be agreed in advance prior to inception) advises against all travel;
- War or any act of war, whether war is declared or not, invasion, civil commotion, or riots of any kind;
- Any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatever 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 from any nuclear waste from the combustion of nuclear fuel;
  - the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### **Maximum Medical Assistance Membership Benefit**

The following services are covered up to \$500,000 USD for any one event and available to CAP Members during a Period of Travel not to exceed 90 days on any one trip and in all any one annual membership period:

- Emergency Relocation
- Medically Necessary Repatriation
- Repatriation of Mortal Remains
- Medical and Dental Referrals
- Advance of Emergency Medical Expenses
- Medical Monitoring
- Cash Advance
- Coordination/Assistance with Medical Payments
- Advance of Payment of Expenses pertaining to Emergency Transportation Services and Coordination/Assistance with Medical Payments

The following services are covered up to \$5,000 USD any one event and available to CAP Members during a Period of Travel not to exceed 90 days on any one trip:

- Translation Services
- Emergency Message Relay
- Visit of a Family Member or Friend
- Return of Dependent Children
- Transportation Escort

### **Limitations on Additional Costs**

CAP is a membership program and not an insurance plan; FocusPoint will not reimburse Members for expenses they incur on their own unless noted and agreed in writing in advance. CAP memberships do include required and reasonable "additional costs" incurred by CAP Crisis Consultant(s) during the response to an eligible crisis event directly impacting a CAP Member during a period of travel. Additional costs, as defined under "Additional Membership Benefits" that are necessary to satisfy the requirements of responding to an eligible crisis will be covered up to \$50,000 per CAP Member, per eligible response.

## **Evacuation Due to Political Threat, Pandemic & Natural Disasters**

Members must have proper documentation to evacuate from an area impacted by political violence, pandemic and/or natural disasters. FocusPoint is not responsible for obtaining these documents in the event of an evacuation. If air transport is determined the best course of action by the CAP Crisis Consultant(s), the timeframe for transport is dependent on aircraft availability, required permits and visas for the respective countries and any other factors that may be beyond FocusPoint's control.

While FocusPoint makes every effort to accommodate its Members, due to limited space available on evacuation aircraft, the Member is limited to one small carry-on bag. In most cases, pets will not be allowed on evacuation aircraft. Members should be prepared to make alternative arrangements for pets during an evacuation due to political violence, pandemic or natural disasters.

## **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 shall 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 Member. By enrolling as a Member, you specifically authorize communications involving you and to which you are a party to be recorded and utilized for quality control or other purposes.

## **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, and any dispute between you and FocusPoint shall be finally resolved by the Courts of the State of Ohio. FocusPoint and its Members 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 Members' right to recover damages at law are limited to contractual damages only. Damages recoverable by Members are limited to the return of membership fees paid.

## **ENTIRE AGREEMENT**

The Rules and Regulations, along with the CAP Membership Agreement and any amendments thereto constitute the entire agreement between FocusPoint and you as a Member with regard to the subject matter and supersede all previous understandings and agreements, whether oral or written. The terms of the Rules and Regulations may not be altered, varied, or modified in any way except as in writing by FocusPoint.

## **HOW TO CONTACT US**

CAP Members may call FocusPoint for assistance 24 hours a day, 365 days a year from around the world through FocusPoint's CRC number +1 619 717 8549. FocusPoint's corporate headquarters is located at 861 SW 78th Avenue, Suite B200, Plantation, FL 33324.