

## Core CAP™ MEMBERSHIP PROGRAM

### 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" OR "CAPMED") 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.

**CAP IS A TRAVEL ASSISTANCE MEMBERSHIP PROGRAM, NOT AN INSURANCE POLICY. FOCUSPOINT DOES NOT AND WILL NOT REIMBURSE OR INDEMNIFY MEMBERS FOR ANY EXPENSES INCURRED DIRECTLY BY A MEMBER.**

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, 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 SHOULD BE AVAILABLE TO CONFIRM ACTIVE MEMBERSHIP AND ELIGIBILITY FOR RESPONSE. FAILURE TO CONFIRM ACTIVE MEMBERSHIP STATUS MAY RESULT IN A DELAY OR DENIAL OF SERVICE.

### DESCRIPTION OF CRISIS ASSISTANCE SERVICES

CAP is a travel assistance membership program powered exclusively 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 impacts or has the potential to impact a member during a period of travel. CAP Membership benefits include:

- 24/7 Assistance Hotline
- Crisis Consultation (phone advice)
- Emergency Message Transmission
- Legal Referrals
- Medical & Dental Referrals
- Lost Document Advice & Assistance
- Access to Interpreters
- Health, Safety and Security Related Travel Alerts
- Response to Violent Crime
- Response to Political Threats – extended to include civil threats caused by riots, strikes and civil commotion.
- Response to Terrorism
- Response to Kidnap for Ransom
- Response to Blackmail or Extortion
- Response to Wrongful Detention
- Response to Hi-Jacking
- Response to Disappearance of Persons
- Response to Natural Disasters
- Response to Pandemics

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. For the purposes of this membership program, 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.

### 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.

### 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.

### 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.

## **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).

## **Period of Travel**

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 90 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.

### **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 / EXTORTION PAYMENT IS NOT AVAILABLE UNDER THE CAP MEMBERSHIP PROGRAM.

## **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.

## **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**

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.

## **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, address certain required and reasonable “additional costs” incurred by CAP Crisis Consultant(s) during the response to an eligible crisis event directly impacting a CAP 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 affect a positive outcome to an eligible crisis event 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 for single trip, 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.

## MEMBERSHIP TERM

Subject to the limitations identified herein, the term of a CAP membership commences on the effective start date selected by the Member during the enrollment process. A membership year starts on the effective date and ends on the first anniversary year of the effective date. 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 membership is 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 FocusPoint'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 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 enrollment period 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 period and provide proof that said residence is in fact the residence used most often during a calendar year when seeking assistance. 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.

### Expatriate Exception

CAP Members required to work outside of their Home Country for a continuous period lasting longer than thirty (30) days are defined as an Expatriate under the terms and conditions of the CAP Membership Program.

A Member's Home Country is the country of the Member's Citizenship and/or qualifying Residence Address. The qualifying Residence Address for an Expatriate CAP Member will be defined as the Residence Address of the CAP Member's Home Country, not the Residence Address where an Expatriate CAP Member is deployed. FocusPoint will provide an exception to the "proof of residence" requirement defined above for Expatriate CAP Members. Expatriate CAP Members are therefore eligible to receive assistance for covered crisis events within their country of deployment.

### Study Abroad Programs

CAP Member(s) that travel outside of their Home Country specifically for an approved Study Abroad program is eligible for CAP coverage for a period of 120 consecutive days. Any planned travel specifically for a Study Abroad program lasting longer than 120 consecutive days will require travel back to the Member(s) Home Country at or before the 120-day mark for a period of no less than 24 hours before proceeding back to the Study Abroad destination to be eligible for subsequent 120-day blocks of coverage.

## LIMITATIONS ON SERVICES

### General Limitations on Services

- **Crisis Consultation (Phone Advice)** – Unlimited
- **Coordinated In-Country Response (Annual Membership)** – Two (2) Responses Per Member, Per Year
- **Coordinated In-Country Response (Single Trip Membership)** – One (1) Response Per Member, Per Trip

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 are limited to one (1) physical response, per Member, per trip; and two (2) separate physical responses per Member, per Membership Year. Each eligible physical response is limited to forty-five (45) calendar days per qualified physical response.

Due to the high risk of sending personnel into countries where the United States Department of State, or relevant home affairs foreign government agency 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 these situations, CAP Members are eligible for crisis consultation (phone advice) only.

**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.
- Reimbursement of a ransom and/or extortion payment.

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

Members 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 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 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 15830 Foltz Parkway, Strongsville, OH 44149.