



● TRAVEL MEDICAL ASSISTANCE · 24/7 RESPONSE

PLAN DOCUMENTATION

CAP Medical Assist™

Rules & Regulations

Every medical benefit your plan covers, how to reach us the moment something happens, and the limits that apply. Read this before you travel and keep it with your travel papers.

Not insurance. Response.

CAP coordinates and funds the response while it is happening. It does not reimburse or indemnify you for expenses you incur yourself.

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IN AN EMERGENCY

Press ASSIST in the CAP Advantage app.

The Assist button must be activated for you to receive assistance for the Qualifying Medical Events defined in these rules. If you need police, fire, or an ambulance, call local emergency services first. FocusPoint does not replace public emergency services.

Important notices

These rules and regulations govern FocusPoint International, Inc.'s ("FocusPoint") provision of travel assistance services under the CAP Medical Assist™ plan, referred to throughout as "CAP", "CAPMED" or "CAP Advantage". Read them carefully and keep them with your travel papers so you 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, or on behalf of a customer.

Your own safety

You acknowledge and accept that you will at all times respect all safety alerts and instructions provided by FocusPoint, take all relevant precautions, and comply with general rules on safety. Nothing in the content or the service is intended to replace your own risk assessment, common sense, or general principles of good safety and personal security. Even where there are no active alerts for an area, that does not mean the area is safe, general safety should always be a concern.

Fraud

Any person who submits an application or requests assistance containing a false or deceptive statement, with intent to defraud, or knowing that they are facilitating a fraud against this assistance plan, is guilty of fraud.

Limits of the information we provide

The content and the service are a tool for risk management and risk assessment. 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. You should always evaluate output and data from the service on an individual basis.

How to request assistance	If a crisis or the need for any protected assistance occurs during travel, CAP Crisis Consultants must be contacted by activating the Assist button in the CAP Advantage app. This is the primary and expected means of requesting assistance. FocusPoint may, at its sole discretion, accept notification through another channel it supports, or waive the app-activation requirement, where circumstances reasonably prevented you from using the Assist button; no such acceptance or waiver in one instance obliges FocusPoint to do so in another.
Public emergency services come first	If you require public emergency services (police, fire, or EMS), contact local emergency services directly. FocusPoint does not replace public emergency services and should not be contacted first during an actual emergency.
Events not covered	If assistance is required for events not covered under these rules, FocusPoint may be able to coordinate assistance on a fee-for-service basis. In these situations you will be required to guarantee payment via successful bank transfer.
Your plan number	On successful purchase, your CAP Medical Assist plan number is issued and included in your welcome letter. You are responsible for retaining this number and keeping it readily accessible. When requesting assistance you may be required to verify your plan number to confirm eligibility and activation status. Failure to provide that verification on request may result in a delay or denial of service.
Assistance is at our discretion	Any and all assistance provided to a CAP Customer is done at the sole discretion of FocusPoint, unless otherwise set forth in these rules. FocusPoint may decline coverage of a request for assistance if FocusPoint determines or believes that the information submitted in connection with such request is false, inaccurate, or contains a material misrepresentation.
Sanctions	FocusPoint shall not be liable to provide any benefit or incur any expense under these rules to the extent that doing so would expose FocusPoint 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.

Multiple CAP plans

If you have both a CAP Medical Assist™ and CAP Total Assist™ plan, you will only receive coverage under one or the other. FocusPoint will determine which, if any of your CAP Medical Assist™ or CAP Total Assist™ plans provide for coverage. If both your CAP Medical Assist™ and CAP Total Assist™ plan offer a benefit/coverage, receipt of that benefit/coverage under one shall be deemed a receipt of that benefit under the other.

Questions

If you have any questions regarding the CAP Medical Assist plan, contact FocusPoint at cap@wwfocus.com.

What CAP Medical Assist provides

CAP Medical Assist™ is a travel assistance plan provided exclusively by FocusPoint. Customers receive several fully funded medical assistance benefits, plus access to the CAP Advantage technology suite, during a Qualifying Period of Travel. Benefits depend on the plan type purchased.

CAP Medical Assist covers medical events only. It does not include the security crisis response services available under CAP Total Assist™: political threats, terrorism, kidnap and ransom, blackmail or extortion, wrongful detention, disappearance of persons, and natural disasters.

Medical assistance benefits

Each of these is a fully funded service, at no additional cost to you.

- ✓ Medically Necessary Evacuation or Repatriation
- ✓ Repatriation of mortal remains
- ✓ Visit from a family member or friend, when hospitalized during a Qualifying Period of Travel
- ✓ Return of dependent children, when provided medical repatriation during a Qualifying Medical Event
- ✓ Medical transport escort
- ✓ Emergency medical relocation
- ✓ 24/7 multi-lingual assistance, during the response to a Qualifying Medical Event
- ✓ Medical crisis consultation, during the response to a Qualifying Medical Event
- ✓ Emergency message transmission, during the response to a Qualifying Medical Event
- ✓ Translation services, during the response to a Qualifying Medical Event

CAP Advantage app and web portal

- ✓ One-touch emergency Assist button, which must be activated to receive assistance
- ✓ Two-way communications

- ✓ Safety check-in button
- ✓ Location-based mapping interface
- ✓ Travel risk and duty of care intelligence
- ✓ Location-based (LBS) traveler tracking
- ✓ Manual itinerary management
- ✓ User-defined tracking permissions
- ✓ Health, safety, and security related travel alerts
- ✓ Web-based travel risk portal

LIMITS THAT AFFECT YOUR COVER

1

Fully funded medical response per customer on a short-term plan, including any qualified transportation of mortal remains

2

Fully funded medical responses per customer on an annual plan, including any qualified transportation of mortal remains

45 days

Maximum funded period of physical response, running from the date of the Qualifying Medical Event

During the term of the plan, CAP Customers have on-demand access to a dedicated 24/7 Crisis Response Center through the CAP Advantage app, using the one-touch emergency Assist button. Through it you can receive coordinated in-country medical response services if you are directly impacted by a Qualifying Medical Event defined in these rules, where necessary, as determined solely by FocusPoint.

FocusPoint does not and cannot guarantee any particular medical outcome for any CAP Customer.

Definitions

These meanings apply wherever the terms appear in this document.

CAP CUSTOMER(S)	The person or persons defined in the plan purchase confirmation, assigned to the Crisis Consultant under the terms of service of this plan.
QUALIFYING MEDICAL EVENT	Any unforeseen accident, injury, or illness suffered by a CAP Customer during a Qualifying Period of Travel that requires medical treatment and gives rise to a request for a medical assistance benefit under these rules. Any request arising out of, based upon, or attributable to related, continuous, or repeated conditions is treated as a single medical event.
CRISIS CONSULTANT	FocusPoint and its appointed or authorized agents, medical personnel, and/or consultants who provide service in response to a CAP Customer's Qualifying Medical Event.
HAZARDOUS OCCUPATIONS	Logging; fishers and related fishing workers; airline pilots and flight engineers; construction labor; structural iron and steel work; mining; refuse and recyclable material collection; electrical and telecommunication power or transmission line and tower installation and repair; truck driving; farming and ranching labor; public sector first and emergency response (police, fire, EMT); and correctional facility labor.
HAZARDOUS SUMMER SPORTS	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, and solo diving; mountaineering; rock climbing of any type; mountain climbing above 3,000 meters above sea level; and any other sport undertaken in non-commercial areas with no care, custody, or control from a commercial operator, or performed for thrill, profit, notoriety, publicity, endorsement, or social media attention rather than standard recreational purposes.

HAZARDOUS WINTER SPORTS

Participation in skiing, off-piste skiing without a guide, cross-country skiing, snowboarding, ice skating, snowshoeing, or any other sport undertaken in non-commercial areas with no care, custody, or control from a commercial operator, or for thrill, profit, notoriety, publicity, endorsement, or social media attention rather than standard recreational purposes. Where these activities are undertaken within the authorized trails or confines of a commercial and supervised ski resort area or winter sports gymnasium, they are not considered hazardous winter sports for the purposes of this plan.

PRE-EXISTING MEDICAL CONDITION

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

US RESIDENT CAP CUSTOMER(S)

Those persons shown in the plan purchase confirmation who 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.

ORTHODOX

That the procedure or treatment in question is medically accepted in the country where it takes place at the time it commences, and 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.

Medically Necessary Evacuation or Repatriation

Following an illness or accident suffered during the Qualifying Period of Travel that requires you to obtain medical treatment, FocusPoint, at its reasonable discretion and in good faith, will arrange transportation, if medically necessary, from the facility where you are receiving

treatment to the hospital of your choice. Medical necessity will be determined by the FocusPoint retained physician(s) in consultation with the local attending medical staff.

This is subject to FocusPoint personnel determining that all three of the following conditions are met.

- 1 You are hospitalized (admitted) at a medical facility during the Qualifying Period of Travel, and your medical condition requires continued inpatient care.
- 2 You are medically stable for a commercial or private air ambulance flight, as determined by FocusPoint.
- 3 A hospital bed is available in your primary place of residence for further medical treatment or recovery.

As part of a 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, and will arrange a medical escort to accompany you if medically necessary. You will not be transported by a medically dedicated air transport service if you can be safely transported via commercial airline in business class or by road.

PLEASE NOTE

You will need to maintain appropriate health insurance in your 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.

Qualifying Period of Travel

Qualifying Period of Travel means, as applicable (a) Qualifying Period of Travel: INTERNATIONAL & OUTBOUND; or (b) Qualifying Period of Travel: US DOMESTIC COVER, each as defined below.

Each Qualifying Period of Travel must be incepted after the effective date of this agreement, and any Qualifying Medical Event or hospitalization date must fall before or on the expiry date of this agreement.

QUALIFYING PERIOD OF TRAVEL: INTERNATIONAL & OUTBOUND

US and foreign international (outbound)

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 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.

QUALIFYING PERIOD OF TRAVEL: US DOMESTIC COVER

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.

In both cases the plan term purchase confirmation states either a single trip with a defined start and end date or travel period duration, or an annual multiple-trip plan with a defined start and end (anniversary) date, not to exceed 365 consecutive days of plan term in any trip purchase.

Medical & travel assistance

Translation services

FocusPoint will provide translation in all major languages by telephone as required during a qualifying incident.

Emergency message relay

FocusPoint will attempt to transmit an urgent message to the emergency contact listed in your profile during the response to a Qualifying Medical 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 Qualifying Period of Travel, you are or will be hospitalized for a period over 3 days, are in critical condition, or experience a rapid deterioration in your medical condition that could result in a coma or death, as determined by attending medical staff in conjunction with the FocusPoint retained physician(s), FocusPoint will arrange transportation for one family member or friend you designate, from that person's home to the place where you are hospitalized.

FocusPoint will provide ground transportation for the visiting family member or friend from the airport to the medical facility, and provide reasonable lodging at or near the facility where you are being treated. Lodging will be provided for up to seven (7) days.

Return of dependent children

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

Transport escort

FocusPoint will arrange for one family member, companion, or travel escort to accompany you during an emergency evacuation or Medically Necessary Evacuation or Repatriation, where possible.

Emergency relocation

FocusPoint will arrange medical transportation in the event of a medical emergency. Transport is performed under medical supervision to the nearest medical facility capable of providing adequate care. 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, and will arrange a medical escort to accompany you if medically necessary.

Designation of decision-making authority

You must provide to FocusPoint in writing a designated person who may make decisions on your behalf in the case you are unable to make decisions for yourself. If you do not designate such person in writing to FocusPoint prior to your travel, or FocusPoint is unable to contact such person after reasonable efforts to do so, then you hereby designate, appoint, and authorize FocusPoint to make medical, transportation, and other decisions on your behalf. FocusPoint shall have no liability to you or your successors, heirs or assigns for any such decisions.

Medical transport

Medical transport services are available to any CAP Customer who qualifies under these rules, is hospitalized as an inpatient outside the country of their home or place of business, or in-country during a Qualifying Period of Travel, if that coverage is purchased, and is accepted as a patient into an available inpatient bed by an admitting physician at the hospital of their choice in their home country.

Medical transport services are not available for mild lesions, simple injuries, or minor illnesses that can be treated by local doctors and do not prevent you from continuing your trip or returning home without further immediate medical attention requiring admittance to a medical facility.

To satisfy the requirements of medical transport under this plan, both the originating and receiving hospitals must be accessible by ground ambulance to transport you to and from an airfield capable of accommodating an authorized aircraft, or a commercial aircraft where transport is by commercial airline in the care of an authorized commercial medical escort. Because of the limited medical facilities and testing available on commercial cruises and private or chartered maritime ships, you must be admitted to a hospital on shore before medical transport to another hospital can be scheduled.

The timeframe for medical transport depends on aircraft availability, required permits, visas for the respective countries, and other factors beyond FocusPoint's control. You must have proper documentation to return to your country of residence; FocusPoint is not responsible for obtaining these documents.

Commercial medical transport

FocusPoint will arrange transport by commercial airline in business class, if available, in the care of an authorized commercial medical escort, if:

- a** You require continued inpatient hospitalization;
 - b** The rest of that hospitalization can be completed at a hospital of your choice in your home country; and
 - c** You can be returned by commercial airline in the care of an authorized commercial medical escort.
-

Medically dedicated transport

FocusPoint will arrange transport via medically dedicated air transportation or an authorized aircraft if:

- a You require continued inpatient hospitalization;
 - b The remaining hospitalization can be completed at a hospital of your choice in your home country; and
 - c You are unable to return via commercial airline in the care of an authorized commercial medical escort.
-

One (1) traveling companion may accompany each CAP Customer transported on an authorized aircraft during medically dedicated air transport at no additional cost, provided space is available and your care will not be compromised. Because space on a medical aircraft is limited, you and any accompanying passenger are each limited to one small carry-on bag.

Transport criteria

FocusPoint will make all arrangements for medical transport and repatriation. Decisions on the urgency of the case, the best timing, and the most suitable means of transportation are made by the Crisis Consultant in consultation with the local attending medical staff. CAP Customers consent to local medical attendants and physicians releasing personal information.

FocusPoint requires a medical assessment to determine plan benefits and stability for transport. The evaluation requires consultation between your treating physician, who provides a final or interim diagnosis confirming the need for continued inpatient hospitalization, and a FocusPoint physician, who reviews and evaluates that diagnosis to determine your transport requirements.

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

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 customer's remains to their home country. These charges are at the sole discretion of FocusPoint and are only paid if the customer had no other benefit in place at the time of

death that would otherwise cover the expense. Anyone requesting repatriation of mortal remains must be able to reasonably prove, when required by FocusPoint, that no such other benefits exist.

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 CAP Medical Assist benefit includes:

- ✓ Domestic and international paperwork fees
- ✓ Preparation of the customer's remains for transport
- ✓ Transport container
- ✓ Ground and airline transport of the remains to the funeral home of choice
- ✓ One death certificate

CAP Advantage technology

ONE-TOUCH EMERGENCY ASSISTANCE

THE ASSIST BUTTON MUST BE ACTIVATED TO RECEIVE ASSISTANCE.

A one-touch assistance button in the mobile app connects you to the Crisis Response Center. Please make sure the CAP Advantage app is downloaded and you are logged in before a trip, to avoid any delay in response, and stay logged in during travel so you can view proximity-based alerts and activate the Assist button if needed. FocusPoint may waive this requirement or accept another supported channel at its sole discretion, as described in Section 01.

Mobile app with Location-based services (LBS) travel tracking	Consent-based personal device tracking of smartphones that have the CAP Advantage mobile app downloaded from the Apple or Android app stores.
Location-based mapping interface	Intuitive dashboards and maps provide visual representations of locations experiencing various levels of health, weather, or security challenges.
Two-way communications	Communication tools synced with phone, email, and SMS that let you receive critical communications from the Crisis Response Center, including geo-fence alert settings configured using the geo-specific proximity of travelers to ongoing threats in the area.
Safety check-in button	One-touch, in-app safety check-in 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 your 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 your smartphone, with the CAP Advantage app installed, to the geo location of an event.
Itinerary management	The ability to upload travel itinerary information in the web-based travel risk portal.
Web-based travel risk portal	The web platform lets you manage individual profiles, review travel advisories, seek assistance, and research destination-based health, safety, and security travel risk information.

App, content & connectivity

These terms govern your use of the CAP Advantage app, the web portal, and the content within them.

Mobile app terms

FocusPoint may make available for download certain updates or upgrades to the CAP Advantage app to update, enhance, or further develop it (“app updates”, included in the definition of the app). The licence granted here allows you to download and use app updates on any device that you own or control. These rules do not allow you to update devices you do not own or control, and you may not make app updates available over a network where they could be used by multiple devices or computers at the same time. You may not make copies of app updates unless authorized in writing by FocusPoint.

Except as, and only to the extent, permitted by applicable law or by licensing terms governing open-source components included with the app, you may not copy, decompile, reverse engineer, disassemble, adapt, translate, modify, or create derivative works of the app, app updates, any content included in them, or any part of them, nor attempt to determine any source code, algorithms, methods, or techniques embodied by them. Any attempt to do so violates the rights of FocusPoint and its licensors, and may subject you to prosecution and damages. By storing content on your device you are making a digital copy; in some jurisdictions it is unlawful to make digital copies without prior permission from the rights holder. The app may be used to reproduce materials only where that use is limited to non-copyrighted materials, materials in which you own the copyright, or materials you are authorized or legally permitted to reproduce.

To the fullest extent permitted by applicable law and within relevant markets, FocusPoint may at its discretion automatically download app updates to your device. You agree to accept these updates and to pay any costs associated with receiving them. The app and its updates are subject to United States export laws and regulations, and you must comply with all domestic and international export laws that apply, including restrictions on destinations, end users, and end use.

Apple iOS users

You acknowledge that these rules are entered into between FocusPoint and you, and not with Apple, Inc. You acknowledge that Apple, Inc. and its subsidiaries are third-party beneficiaries of these rules and have the right (and are deemed to have accepted the right) to enforce them. Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the app. You acknowledge that you have reviewed the App Store Terms and Conditions. These rules incorporate by reference the Licensed Application End User License Agreement (the “LAEULA”) published by Apple, Inc.; for these purposes the app is the “Licensed Application” and FocusPoint is the “Application Provider” as defined in the LAEULA. Where these rules conflict with the LAEULA, these rules control.

Google Play users

By downloading the app from Google Play, you acknowledge and agree that to the extent of any conflict between the Google Play Terms of Service, the Google Play Business and Program Policies, or such other terms Google designates as default end user license terms (together, the “Google Play Terms”), and the other terms in these rules, the Google Play Terms apply with respect to your use of the app downloaded from Google Play. You acknowledge that Google has no responsibility or liability related to compliance or non-compliance by FocusPoint or you under these rules or the Google Play Terms.

Wireless and messaging features

The CAP services may offer certain features via your device, including the ability to access service features, receive messages, and download the app to your wireless device (collectively, “wireless features”). FocusPoint may send you communications through wireless features for which you are registered, and may collect information related to your use of them in accordance with its Privacy Notice. If you have registered for wireless features, you agree to notify FocusPoint of any changes to your wireless contact information, including phone number, and to update your account to reflect those changes. Where required by law, FocusPoint will ask you to approve delivery of electronic communications directly to your mobile device; otherwise, where permissible, by accepting these rules you approve that delivery. These notifications may be delivered even when the app is running in the background. It is your responsibility to adjust the notifications you receive through your device and app settings. Standard message, data, and other fees may be charged by your carrier, and carriers may deduct charges from pre-paid amounts or data allowances, for which you are responsible. Your carrier may prohibit or restrict certain wireless features, and certain features may be incompatible with your carrier or device.

Content, ownership, and rights of others

Content

The CAP services contain a variety of: (i) materials and other items relating to FocusPoint and its products and services, and similar items from its licensors and other third parties, including all text, data, files, images, scripts, designs, graphics, button icons, instructions, URLs, technology, software, interactive features, the look and feel of the services, and the compilation, assembly, and arrangement of those materials, and any copyrightable material including source and object code; (ii) trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of FocusPoint (“Trademarks”); and (iii) other forms of intellectual property (together, “Content”).

Ownership

The CAP services and the Content are owned or controlled by FocusPoint, its licensors, and certain other third parties. All right, title, and interest in and to the Content available via the services is the property of FocusPoint, its licensors, or certain other third parties, and is protected by US and international copyright, trademark, trade dress, patent, and other intellectual property rights and laws globally to the fullest extent possible. FocusPoint owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content.

Rights of others

In using the CAP services you must respect the intellectual property and other rights of FocusPoint and others. Unauthorized use of Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and may result in personal liability, including potential criminal liability. FocusPoint respects the intellectual property rights of others.

Reservation of rights

These rules include only narrow, limited grants of rights to Content and to use and access the CAP services. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by FocusPoint, its licensors, and other third parties. Any unauthorized use of any Content or of the services for any purpose is prohibited.

Devices and connectivity

FocusPoint does not promise or warrant that the CAP Advantage app, or any other application used in connection with the services, will be compatible with any other third-party application, software, or device; nor that operation of the services and associated applications will not damage or disrupt other applications, software, or hardware.

You are responsible for obtaining and maintaining all devices, equipment, and software, and all internet service provider, mobile service, and other services needed to access and use the CAP services, and for all charges related to them. You agree to look solely to the entity that manufactured or sold you the device for any issues relating to that device and its compatibility with the services. By using the services, you agree that FocusPoint may change, alter, or modify settings or configurations controlled through the CAP Advantage app in order to allow for or optimize your use of the services. This is limited to settings within the app itself and to actions you have authorized or that your device's operating system permits; FocusPoint does not modify other applications, system settings, or data on your device.

You must have cellular, satellite, or Wi-Fi connectivity to use the services, the cost and provision of which is your responsibility. The quality of the services may vary from device to device and may be affected by factors such as your device type, your location, and the bandwidth and speed of your connection. FocusPoint makes no representations, promises, or warranties about the quality of your experience on your device or the ability of any device to access or display the Content. Any issues relating to the services or FocusPoint applications, including system requirements, are covered and, to the extent permissible by applicable law, limited by these rules. Please refer to the disclaimer of representations and warranties and the limitations of liability in Section 13.

Fully funded services & expenses

CAP is a fully funded service guarantee, not an insurance plan. FocusPoint will not reimburse customers for expenses they incur on their own. FocusPoint will, however, address certain required and reasonable “additional costs” incurred by CAP Crisis Consultants during the response to a Qualifying Medical Event directly impacting a customer during a Qualifying Period of Travel. Necessary expenses needed to satisfy the requirements of the response service are subject to the limitations defined in these rules.

Additional costs that may be required to effect a positive outcome to an eligible medical event include:

- 1 Medically necessary evacuation, repatriation, or emergency medical relocation, including ground and air transport
- 2 Preparation and return of mortal remains, as set out in Section 05
- 3 Travel and reasonable lodging for one visiting family member or friend, and for the return of unattended dependent children
- 4 Fees and expenses of a medical escort or attendant accompanying you during transport
- 5 Fees and expenses of an independent interpreter or translator required during the medical response

Each fully funded response is limited to forty-five (45) calendar days of assistance, running from the date of the Qualifying Medical Event.

NOT SUBJECT TO THE 45-DAY LIMIT

All costs associated with deploying CAP Crisis Consultants or medical personnel to the impacted location to manage a required response (airfare, visas, ground transportation, lodging, meals, and similar) are covered in the plan fee and are not subject to the limitations under “additional costs”.

Your plan

FocusPoint provides crisis assistance during periods of travel to CAP Customers in short-term and annual plans. CAP Medical Assist plans are subject to the terms and conditions set out in these rules. 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.

Plan term

Subject to the limitations in these rules, the term of an eCommerce CAP Medical Assist plan commences on the effective start date selected by you, or by the plan administrators, during the online enrollment process. The end date is determined by the number of days selected during that process. To be eligible for CAP services, the effective start date must be before your initial departure from your residence address.

Regardless of the effective start date selected, plans are valid only when the plan fee is collected and solely for the number of days designated during the enrollment process. A plan is not valid if the plan fee payment is declined, returned, or otherwise unpaid. There shall be no automatic renewals of the CAP Medical Assist plan.

FocusPoint reserves the right to revoke, rescind, or cancel any plan, or refuse a renewal, at its sole discretion. Where FocusPoint exercises that right for reasons unrelated to your conduct, it will refund a portion of the plan fee prorated on the remaining term. No refund is due where a plan is revoked, rescinded, cancelled, or terminated because of your breach of these rules, fraud, misuse of the services, or legal or regulatory necessity.

All enrollment data must include accurate information to ensure program eligibility. Any false or inaccurate information that would affect eligibility is grounds for revocation, cancellation, or rescission of the plan. FocusPoint may, at its discretion, decline program enrollment if FocusPoint believes or otherwise determines that any enrollment data is or may be inaccurate or false.

Services and your residence address

Subject to the limitations on services described in these rules, FocusPoint provides crisis assistance services to any CAP Customer during a Qualifying Period of Travel. If your residence address changes during the term of the plan, you must notify FocusPoint of the change in writing, by email, before your initial trip departure.

The qualifying residence address declared during enrollment must be your primary residence. Customers who own more than one residence must declare a single primary residence address during enrollment and provide proof that it is used most often during a calendar year. You 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 services

Limitations on fully funded services and Qualifying Medical Event expenses.

General limitations on services

- 1 **Medical crisis consultation**, in response to a Qualifying Medical Event and during a Qualifying Period of Travel.
- 2 **Coordinated in-country response**, not to exceed one (1) fully funded medical response per customer on a short-term plan, or two (2) fully funded medical responses per customer on an annual plan, per plan term.
- 3 The deployment of CAP Crisis Consultants and medical personnel, and associated medical assistance services, are limited to one (1) fully funded response per customer, per plan term, on a short-term plan, and two (2) fully funded responses per customer, per plan term, on an annual plan. This includes any qualified transportation of mortal remains. The eligible physical response is limited to forty-five (45) calendar days of assistance.
- 4 Because of the high risk of sending personnel into countries where the US Department of State or a relevant foreign government agency has issued travel restrictions, physical response by CAP Crisis Consultants or medical personnel may be delayed, or excluded in these areas for safety reasons. In these situations customers are eligible for medical crisis consultation only. Any customer who refuses or rejects service from a Crisis Consultant, or does not abide by the consultant's instructions, renounces and forfeits the medical event benefit.

Government travel advice and due diligence

If you elect to travel to a location where the US Department of State, the Foreign Office of Canada, the British Foreign Office, or a similar authority in the country where your 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 you observe due diligence at all times. Due regard to all advice applicable to the travel location must be observed at all times.

In respect of Qualifying Medical Events that may occur in locations for which the advice is against all travel, this plan is amended to cover medical crisis consultation (phone advice) only, and extra expenses that include medical evacuation or repatriation are not covered.

Documentation and transport timeframes

You must have proper documentation to return to your country of residence. FocusPoint is not responsible for obtaining these documents. Where air transportation is determined to be the best course of action by the Crisis Consultant in consultation with the local attending medical staff, the timeframe for transport depends on aircraft availability (commercial or chartered flights, as determined by FocusPoint), required permits and visas for the respective countries, and any other factors beyond FocusPoint's control.

Because of the limited space available on a medical aircraft, you and any accompanying passenger are each limited to one small carry-on bag. In most cases pets will not be allowed on a medical transport aircraft; be prepared to make alternative arrangements for them.

When medical assistance is not available

Medical assistance and fully funded expenses are not available when caused directly or 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 is on an organ transplant list before travel, for transport to the hospital for that transplant.
- c** Is medically discharged from hospital, or leaves against medical advice and is physically able to travel on their own, they are 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, or mental or emotional diseases or disorders of any type; or requires any hospital-to-hospital relocation where the primary admitting diagnosis is an inpatient psychiatric disorder.
- g** Has a Pre-Existing Medical Condition. This limitation applies only to customers aged 65 and older.
- h** Requires repatriation of mortal remains as a result of death by natural causes. This limitation applies only to customers aged 65 or older, and covers crisis consultation (phone advice) only; extra expenses are not fully funded.
- i** Has a diagnosis of, or is suspected of having, a Biosafety Class Level 3 or above pathogen as classified by the Centers for Disease Control and Prevention (CDC) or the National Institutes of Health (NIH), such a customer will not be transported.
- j** Deliberately exposes themselves to extraordinary danger, except in an attempt to save human life.
- k** Is on the organ transplant list before the Qualifying Period of Travel.
- l** Has tuberculosis or other chronic airborne pathogens.

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- m** Is riding or is a passenger on any 2, 3, or 4 wheeled mechanically powered motorcycle, quad, or scooter above 50cc that is in any kind of race, endurance test, or contest for which there is a financial reward or prize money involved.
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- n** Is traveling in any aircraft being used for crop-dusting, seeding, skywriting, racing, exploration, or any purpose other than transportation as a passenger.
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- o** Performs Hazardous Summer Sports, Hazardous Winter Sports, or Hazardous Occupations as defined in these rules during the Qualifying Period of Travel.
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- p** Is under the influence of alcohol at the time of the Qualifying Medical Event, or has taken drugs, narcotics, poison, chemical compounds, gas, or fumes, illicit or prescription, unless prescribed by a legally qualified physician or surgeon.
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- q** Is operating any type of recreational or transportation vehicle while impaired by alcohol, drugs, narcotics, poison, chemical compounds, gas, or fumes.
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- r** Suffers a bodily injury or sickness occasioned by, or occurring while, committing or attempting to commit a felony, or to which a contributing cause was being engaged in an illegal activity.
-
- s** Requires dental treatment, except as a result of accidental injury to sound natural teeth.
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- t** Has any non-emergency treatment or surgery or routine physical examination, or seeks fully funded assistance to cover hearing aids, eyeglasses, or contact lenses.
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- u** Requires transport from any cruise ship, vessel, or yacht. Because of the limited medical facilities and testing available on cruise ships and yachts, the customer must be admitted to a hospital onshore before receiving assistance or scheduling a medical transfer to another hospital. This 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.
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- v** Travels for any reason to the eleven (11) countries of Afghanistan, Iran, Libya, North Korea, Russia, Somalia, Sudan, Syria, Ukraine, Venezuela, and Yemen.
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- w** Elects to travel to any location which the US Department of State, the Foreign Office of Canada, the British Foreign Office, or a similar authority, being the country issuing the customer's passport, advises against all travel, or advises travelers to leave (including but not limited to Level 4 Do Not Travel Advisory countries and permanent exclusion list countries). If the country issuing the customer's passport does not provide formal or recognized travel advisory notifications, warnings, or mandates, the US Department of State is the prevailing travel warning authority for these rules. At FocusPoint's sole discretion, medical crisis consultation via phone call only may be provided.

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- x** Travels to or is in a country where war, whether declared or not, between China, France, the United Kingdom, the Russian Federation, the United States of America, or countries of the EU, including civil war and violent conflict, is occurring.
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- y** Requires assistance in connection with any enforcement action by or on behalf of the United Nations in which any of the countries stated above, or any of their armed forces, are engaged.
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- z** Requires assistance arising from war or invasion or any act of war, whether declared or not.
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Legal & administrative

Changes to these rules

FocusPoint may make non-material amendments to these rules, administrative, technical, clarifying, or typographical changes that do not affect benefits, limitations, dispute rights, or your obligations, without advance notice. Material changes, being any change that affects benefits, limitations on services, dispute resolution rights, or customer obligations, take effect only after reasonable notice given through any reasonable means, including by email, and apply prospectively. Subject to that distinction, FocusPoint is solely responsible for the interpretation and application of these terms, and its determinations are final and conclusive.

The version of these rules in effect on the date you purchase your plan governs that plan for its entire term. A later material change does not alter the terms of a plan already purchased; it applies to plans purchased or renewed after the change takes effect, unless a change is required by law or regulation, in which case FocusPoint will give you notice and the change will apply prospectively from the date stated in that notice. Non-material amendments apply as posted. Please check these rules before each trip so you understand the terms that apply to your plan.

Notices, questions, and customer service

You agree to promptly notify FocusPoint if your contact information changes, by updating your account registration information as needed. All legal notices to FocusPoint must be sent to cap@wwfocus.com. If you have any questions about these rules, or about using the CAP services, you may contact FocusPoint at the same address.

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 used 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 by visiting captravelassistance.com/privacy-policy.

Consent to electronic contacting and electronic records

To the maximum extent permitted under applicable law, when you use the CAP services, including signing up to receive email or text messages, you consent to receive electronic records from FocusPoint and to being contacted electronically. FocusPoint will try to respond promptly to all inquiries but is not obligated to do so. You agree that all agreements, notices, disclosures, and other communications provided to you electronically satisfy any legal requirement that such communications be in writing. You agree that any time you electronically transact, agree, or consent via the services, it is intended to be an electronic signature that binds you as if you had signed on paper. You agree that your use of the services, other than to read these rules and the Privacy Notice, constitutes agreement to the rules then posted, without further action by you. To withdraw your consent, update your contact information, or obtain paper copies of electronic records, you must contact FocusPoint at cap@wwfocus.com and stop using the services. If you withdraw your consent you will be removed from any email or text message program. If there is a cost to provide you with paper copies of electronic records, FocusPoint will disclose that to you before sending them. Your devices must be able to review websites and electronic documents, receive email, or receive text messages in order to receive electronic records.

Investigations, law enforcement, termination, and survival

You agree that FocusPoint shall, as permitted by applicable law, have the right, without limitation and without any obligation, to: (i) investigate any suspected breaches of the security of its services, information technology, or other systems or networks; (ii) investigate any suspected breaches of these rules or any potential harm to CAP Customers or third parties; (iii) use any information obtained by FocusPoint in accordance with its Privacy Notice in connection with reviewing law enforcement databases or complying with applicable laws, and use or disclose any such information to comply with law enforcement requests or legal requirements in accordance with that notice; (iv) involve and cooperate with law enforcement authorities in connection with any of the foregoing; (v) prosecute violators of these rules; and (vi) discontinue the services, in whole or in part, or suspend or terminate your access to them, in whole or in part, including any accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party other than the refund treatment set out under “Plan term” in Section 09. Where FocusPoint discontinues the services, or suspends or terminates your access, for a reason unrelated to your conduct, the prorated refund described in Section 09 applies. Where it does so because of your breach of these rules, fraud, misuse of the services, or legal or regulatory necessity, no refund is due. Any suspension or termination will not affect your obligations to FocusPoint under these rules.

Upon suspension or termination of your access to the services, or upon notice from FocusPoint, all rights granted to you under these rules cease immediately and you agree to discontinue use of the services immediately. Provisions of these rules which by their nature should survive suspension or termination will survive, including the rights and licenses you grant to FocusPoint, the indemnities, releases, disclaimers, and limitations on liability, and the provisions regarding jurisdiction, choice of law, no class action, jury waiver, and mandatory arbitration.

Assignment

FocusPoint may assign its rights and obligations under these rules, in whole or in part, to any party at any time. FocusPoint will, where required by applicable law, provide you with notice of the assignment. Upon assignment, FocusPoint shall be fully discharged from any and all liability and shall have no further obligations under these rules.

These rules may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of FocusPoint.

Severability and interpretation

If any provision of these rules is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, that provision will be deemed severable from these rules, and its invalidity will not affect the validity or enforceability of the remainder, which will remain in full force and effect. To the extent not prohibited by applicable law, you agree to waive any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word “including” is used in these rules, it means “including, without limitation”. Summaries of provisions and section headings are provided for convenience only and do not limit the full rules and regulations.

Entire agreement, no third-party rights, no waiver

These rules and regulations, along with the CAP Medical Assist™ Plan Agreement and any amendments to them, constitute the entire agreement between FocusPoint and you as a CAP Customer with regard to the subject matter, and supersede all previous understandings and agreements, whether oral or written. The terms of these rules may not be altered, varied, or modified in any way except in writing by FocusPoint.

These rules are between you as a CAP Customer and FocusPoint. Nobody else can enforce them, other than a person realizing the benefits associated with the repatriation of mortal remains as defined in these rules. Except as expressly set out here: (i) no failure or delay by you or FocusPoint in exercising any right, power, or remedy will operate as a waiver of that or any other right, power, or remedy; and (ii) no waiver or modification of any term of these rules will be effective unless in writing and signed by the party against whom it is sought to be enforced.

Dispute resolution & liability

BEFORE YOU READ ON

Everything in this section applies only to the maximum extent permitted under applicable law. Read the dispute resolution provisions carefully: they apply to you to the extent your usual place of residence permits binding arbitration in contracts between parties, and they may affect rights you would otherwise have. They provide for resolution of most disputes through arbitration instead of court trials and class actions. Arbitration is more informal than a lawsuit, uses a neutral arbitrator instead of a judge or jury, and has more limited discovery. It is final and binding, and subject to only very limited review by a court. This arbitration clause survives termination of these rules.

Binding arbitration

This provision is intended to be interpreted broadly, to encompass all disputes or claims arising out of or relating to these rules, your use of the CAP Advantage app, and your relationship with FocusPoint. Any dispute or claim arising out of or relating to these rules, including issues of validity, termination, or arbitrability, as well as use of the app and your relationship with FocusPoint or any subsidiary, parent, or affiliate company, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, will be resolved by binding arbitration.

Informal dispute procedure

For all disputes, whether pursued in court or arbitration, you must first send a letter by first class or registered mail with a written description of your claim to FocusPoint's legal department, Attn: Legal Dept., 13680 NW 5th Street, Suite 230, Sunrise, FL 33325, to allow an opportunity to resolve the dispute (a "Claim Notice"). You and FocusPoint each agree to negotiate your claim in good faith. Both parties agree that this dispute resolution procedure is a condition precedent that must be satisfied before initiating any arbitration or filing any claim against the other party. You may request arbitration if your claim or dispute cannot be resolved within 60 days from the date FocusPoint receives the Claim Notice.

Arbitration procedures

To the extent you cannot resolve a dispute through the informal procedure above, it shall be resolved through binding individual arbitration. You agree that arbitration of any dispute or claim shall be conducted in accordance with the Commercial Rules of the American Arbitration Association (AAA), as modified by these rules. The AAA Rules and information about arbitration

and fees are available at adr.org or by calling the AAA at (800) 778-7879. You and FocusPoint agree that these rules evidence a transaction in interstate commerce, and that this arbitration provision will be interpreted and enforced in accordance with the US Federal Arbitration Act and federal arbitration law, and will not be governed by state law. The seat, or legal place, of any arbitration will be Cleveland, Ohio. The arbitration will be conducted in English. An arbitrator may award, on an individual basis, any relief that would be available in a court, including injunctive or declaratory relief to the extent required to satisfy your individual claim, and must follow and enforce these rules as a court would. Any arbitration shall be confidential, and neither party may disclose the existence, content, or results of it, except as required by law or for purposes of enforcing the award. Judgment on any arbitration award may be entered in any court having proper jurisdiction.

Costs of arbitration

Payment of all filing, administration, and arbitrator fees will be governed by the AAA Rules. Each party will bear the filing fees and the fees and expenses of its own attorneys, experts, and witnesses, and of the preparation and presentation of its evidence. However, for claims under \$10,000 where you provided notice and negotiated in good faith as required above before initiating arbitration, if the arbitrator finds you are the prevailing party you will be entitled to recover reasonable attorneys' fees and costs.

CLASS ACTION AND JURY WAIVER

YOU EXPRESSLY WAIVE YOUR RIGHT TO A JURY TRIAL AND TO BRING OR JOIN A CLASS ACTION.

You may only bring claims in your individual capacity and on your own behalf. No claim you bring may be joined or consolidated with claims brought by any other party, without the written consent of FocusPoint, regardless of venue. By agreeing to these rules you waive your right to a jury trial, to bring or join a class, collective, mass, or private attorney general action, and to take part in any other proceeding brought against FocusPoint by someone else.

Disclaimer of representations and warranties

AS PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED ON AN “AS IS”, “AS AVAILABLE”, AND “WITH ALL FAULTS” BASIS, AND YOUR ACCESS TO AND USE OF IT IS AT YOUR SOLE RISK.

To the fullest extent permissible by applicable law, FocusPoint and its direct and indirect parents, subsidiaries, affiliates, and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, subscribers,

successors, and assigns (together, the “FocusPoint Parties”) disclaim and make no representations, warranties, endorsements, or promises, express or implied, in connection with, or otherwise directly or indirectly related to, the services, including the Content, except as expressly set forth herein.

Except for any specific warranties provided in these rules or in additional terms provided by a FocusPoint Party, and as permitted by applicable law, the FocusPoint Parties further disclaim all warranties, express or implied, including the warranties of merchantability, fitness for a particular purpose, non-infringement or misappropriation of the intellectual property rights of third parties, title, custom, trade, quiet enjoyment, system integration, and freedom from computer virus.

Notwithstanding the foregoing, this section does not expand or limit: (i) any express, written product warranty or related disclaimers provided by the FocusPoint Parties or their suppliers with regard to a physical product sold by them to you, or any warranty on a physical product to the extent required by applicable law; (ii) the FocusPoint Parties’ liability for personal injury to you caused by them, to the extent not waivable or capable of limitation under applicable law; or (iii) any cause of action you may have against them that is not waivable or capable of limitation under applicable law.

Limitations of our liability

To the fullest extent permitted by law, under no circumstances will any FocusPoint Party be responsible or liable to you for any loss or damages, including any special, punitive, indirect, incidental, lost profit, or consequential damages, losses, fees, charges, expenses, or liabilities of any kind, in connection with, or otherwise directly or indirectly related to, the operation of, or your access to and use of, the services and the Content. This includes, without limitation:

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- i** Your use of, or inability to use, the services, or the performance of the services;
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- ii** Any action taken in connection with an investigation by the FocusPoint Parties or law enforcement authorities regarding your access to or use of the services;
-
- iii** Any action taken in connection with copyright or other intellectual property owners, or other rights owners;
-
- iv** Any errors or omissions in the technical operation or security of the services, or any compromise or loss of your data or information; or

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- Any damage to any user's computer, hardware, software, modem, or other equipment or technology, including damage from any security breach, virus, bug, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure, or any other technical or other malfunction, including losses or damages in the form of lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or equipment failure or malfunction.
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As permitted by applicable law, these limitations apply even if any of the foregoing events or circumstances were foreseeable, and even if the FocusPoint Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort, including where caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the services.

TOTAL LIABILITY CAP

FOCUSPOINT'S TOTAL LIABILITY TO YOU WILL NOT EXCEED THE TOTAL PLAN FEES YOU HAVE PAID FOR THE CAP MEDICAL ASSIST PLAN UNDER WHICH THE CLAIM ARISES.

This is the single controlling limit on FocusPoint's liability under these rules, and it governs over any other formulation of a damages limit appearing elsewhere in this document. As permitted by applicable law, it applies to all possible damages, losses, and causes of action in connection with your access to and use of the service and your rights under these rules. For clarity, the preceding sentence does not expand or limit any express, written product warranty provided by a manufacturer of a physical product.

To the extent permitted by applicable law, the above limitations and exclusions apply regardless of the type of damages or claims, including damages or claims related to: (i) personal injury, wrongful death, loss of use, loss of profits, interruption of service, or loss of data; (ii) mistakes, omissions, interruptions, deletion of files, errors, defects, or delays in operation or transmission; (iii) any failure of performance, whether or not limited to acts of god, communication failure, theft, destruction, or unauthorized access to your records, programs, or services; or (iv) anything otherwise arising out of or in any way connected with the use of, or the inability to use, the services. You agree that this limitation applies even if FocusPoint, its affiliates, any licensor or supplier, or any third party who promotes or links to the services is negligent, or has been advised of the likelihood or possibility of such damages, losses, fees, charges, expenses, or liabilities.

Notwithstanding the foregoing, this section does not expand or limit: (i) the FocusPoint Parties' liability for personal injury to you caused by them, to the extent not waivable or capable of limitation under applicable law; or (ii) any cause of action you may have against them that is

not waivable or capable of limitation under applicable law.

For the avoidance of doubt, the foregoing limitation does not apply to FocusPoint's payment for items or services covered by these rules.

The parties agree that the exclusions of remedies and limitations specified in this section are essential terms, without which the services would not be offered; are a reasonable allocation of risk; apply regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise; and apply even if any limited remedy specified in these rules is found to have failed of its essential purpose. To the extent the above limitation of liability is restricted under law, it shall be applied to the maximum extent that law permits.

Waiver of certain injunctive or other equitable relief

As permitted by applicable law, if you claim that you have incurred any loss, damages, or injuries in connection with your use of the service, those losses, damages, and injuries will not be deemed irreparable or sufficient to entitle you to an injunction or to other equitable relief that may interfere with or prevent the development or exploitation of any website, application, content, product, service, or intellectual property owned, licensed, used, or controlled by FocusPoint or a licensor of FocusPoint. This does not limit your ability to seek other equitable relief, subject to these rules.

Indemnity

As permitted by applicable law, you agree to defend (if FocusPoint requests), indemnify, and hold the FocusPoint Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or relate to any claim, suit, action, demand, or proceeding made or brought against any FocusPoint Party, or on account of the investigation, defense, or settlement of it, arising out of or in connection with, whether occurring before or after the date of these rules: (i) your use of the services and your activities in connection with them; (ii) your breach or alleged breach of these rules; (iii) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authority in connection with your use of the services or your activities in connection with them; (iv) information or material transmitted through your device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (v) any misrepresentation made by you; and (vi) the FocusPoint Parties' use of the information you submit, subject to the Privacy Notice (together, "Claims and Losses").

You will cooperate as fully as required by the FocusPoint Parties in the defense of any Claims and Losses. Notwithstanding the foregoing, the FocusPoint Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses, and reserve the right to assume the exclusive defense and control of them. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a FocusPoint Party. This section is not intended to limit any causes of action against FocusPoint that you may have that are not waivable under applicable law.

If the plan holder is an entity (“Employer Plan Holder”) who has obtained this plan on behalf of an employee, officer, director, trustee, or member of said entity (each, an “Employee Beneficiary”), then you as the Employer Plan Holder shall be responsible for the Employee Beneficiary’s compliance with these rules. Upon request of FocusPoint, the Employer Plan Holder shall require each Employee Beneficiary to sign and agree to be bound by these rules, as a condition of coverage. If an Employee Beneficiary does not sign and agree to be bound by these rules, then FocusPoint may terminate the plan or decline coverage in the entirety to that Employee Beneficiary. The Employer Plan Holder shall indemnify, defend, and hold harmless FocusPoint from and against any and all Claims and Losses made by an Employee Beneficiary.

Independent contractors

FocusPoint may use subcontractors, independent contractors, and other third-party service providers to provide covered services to you, including but not limited to physicians, hospitals, ambulance operators, air ambulance operators, security personnel, interpreters and translators, among others. You agree and acknowledge that any third-party who provides services to you under these rules is an independent contractor and not an employee of FocusPoint, and that FocusPoint shall not be liable, vicariously or otherwise, for the acts of these independent contractors even though FocusPoint may be arranging these services/providers on your behalf.

Force majeure

FocusPoint may not be able to provide services or otherwise perform under these rules as a result of unforeseen circumstances beyond its reasonable control, including, without limitation, labor disputes, fires, floods, hurricanes, tornado, earthquake, blizzards, adverse weather conditions, acts of the local, state, or federal government, government shutdown, or other calamities; war, terrorism, riots, civil commotion, or other violence; quarantines, epidemics, or pandemics; or acts of God (each such event, a “Force Majeure Event”). If a Force Majeure Event occurs, FocusPoint may not be able to respond or provide services to a CAP Customer under these rules until such time as the Force Majeure Event has ended. FocusPoint shall have no liability for its failure to perform as a result of a Force Majeure Event.

Interpretation and choice of law

These rules will be governed by and construed in accordance with the laws of the State of Ohio, United States of America, without regard to its conflicts of law provisions that might apply the laws of another jurisdiction, and any dispute will be resolved in accordance with those laws. However, any question as to whether a dispute is subject to the binding arbitration agreement for US customers is to be decided by applying the provisions of the Federal Arbitration Act, Title 9 of the US Code.

To the fullest extent allowed by law, you and FocusPoint agree that if any claim or cause of action arising out of or relating in any way to the services or these rules has a statute of limitations in excess of two years, it must be filed within two years after the claim or cause of action accrued, or it will be forever barred. Arbitration under this section is the exclusive forum for disputes subject to it. To the fullest extent allowed by law, you and FocusPoint agree to submit to the exclusive jurisdiction of the state or federal courts located in Cleveland, Ohio, and waive any jurisdictional, venue, or inconvenient forum objections to those courts, solely for: (i) enforcement of an arbitration award; (ii) applications for provisional or injunctive relief in aid of arbitration; (iii) disputes legally excluded from arbitration; and (iv) claims for which the arbitration provision is found unenforceable.

FocusPoint and its CAP Customers agree to waive their right to punitive, exemplary, non-economic, and consequential damages. Their right to recover damages at law is limited to contractual damages only, and any recovery by a CAP Customer is subject to the total liability cap set out above in this section.

KEEP THIS WITH YOU

One button. A team that picks up.



IN A CRISIS

**Press ASSIST in the CAP
Advantage app**

QUESTIONS

cap@wwfocus.com

ONLINE

captravelassistance.com

CAP Medical Assist™ · Rules & Regulations · Version 1 · Effective Aug 24, 2026 · eCommerce
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