

OVERWATCH ✖ RESCUE

PLAN TERMS AND CONDITIONS

The terms and conditions contained herein govern the provision of emergency assistance services under the Overwatch x Rescue™ Plan ("Overwatch x Rescue" or "OxR") of FocusPoint International ("FocusPoint" or "FPI"). The OxR plan is distributed in partnership with SEND (Satellite Emergency Notification Device), GPS-enabled device manufacturers / suppliers and other 3rd party distributors. The benefits of the Overwatch x Rescue Plan are separate and distinct from the terms and conditions of any product or service of said partners. Please read these terms and conditions carefully and keep a copy readily available. Should assistance be required for events not covered under the terms and conditions herein, FocusPoint may be able to coordinate assistance on a fee for service basis. In these situations, the OxR plan Subscriber will be required to guarantee payment through the provision of a credit card payment.

Overwatch x Rescue is an emergency assistance plan, not an insurance policy. FocusPoint does not and will not reimburse or indemnify subscribers for any expenses incurred directly by a subscriber and/or on behalf of a subscriber. By purchasing the Overwatch x Rescue Plan, you acknowledge and accept that you shall at all times respect all publicly available and posted safety alerts and instructions and/or those provided by FocusPoint and in addition take all relevant precautions and comply with general rules on safety. Nothing in the content of the service is intended to replace your own personal risk assessment, common sense, or general principles on good safety and personal security. You further acknowledge and accept that even though there may not be any active alerts for an area that does not mean that the area is safe, and general safety should always be a concern. Any person who, with the intent to defraud or knowing that he/she is facilitating a fraud against this assistance plan, applies or requests assistance, containing a false or deceptive statement is committing fraud.

The content of this emergency assistance plan constitutes a tool to be used for risk management and risk assessment (e.g., for travelers). FocusPoint is unable to warrant that all information and updates are complete, adequate and error free. FocusPoint disclaims all liability and shall not be liable in contract, tort (including negligence), statutory duty, pre-contract or otherwise arising out of or in connection with the services of this assistance plan. Users should always evaluate output and data from the service on an individual basis.

If you have any questions regarding the Overwatch x Rescue Plan, please contact FocusPoint International at rescue@wwffocus.com. Should an emergency or the need for any protected assistance occur during a qualifying period, FocusPoint must be contacted via an SOS alert activation on an approved emergency communications device.

Any and all assistance provided to an Overwatch x Rescue Plan subscriber(s) is at the sole discretion of FocusPoint International and in accordance with the terms and conditions provided herein. FocusPoint International shall not be liable to provide any benefit or incur any expense hereunder to the extent that the provision of such assistance or such benefit would expose FocusPoint International to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or the United States of America.

Hassle-Free Cancellations: Overwatch x Rescue Plans may be cancelled up to 30 days from the date of purchase, without the need for reasons, by simply contacting the distributor that you've purchased the plan through. FocusPoint does not process cancellations directly. Please contact the distributor that you purchased the plan from to obtain your refund. Additionally, customers are required to observe a cooling-off period of 12 months before becoming eligible to purchase a new OxR plan.

DESCRIPTION OF THE OVERWATCH & RESCUE PLAN EMERGENCY ASSISTANCE SERVICES

Overwatch x Rescue (OxR) is an emergency assistance plan by FocusPoint International, Inc. OxR plan subscribers 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 subscriber during a qualifying **period of emergency or period of travel**. OxR benefits include:

Security Assistance Benefits

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

Response to the following **Emergency Events**:

1. Disappearance of Persons (during a qualifying period of emergency or period of foreign travel)
2. Search and Rescue "SAR" (during a qualifying period of emergency or period of foreign travel)
3. Natural Disasters (during a qualifying period of foreign travel)
4. Political Threats (civil threats caused by riots, strikes and civil commotion during a qualifying period of foreign travel)
5. Terrorism (during a qualifying period of foreign travel)
6. Kidnap for Ransom (during a qualifying period of foreign travel)
7. Blackmail or Extortion (during a qualifying period of foreign travel)
8. Wrongful Detention (during a qualifying period of foreign travel)

Medical Assistance Benefits

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

1. Emergency Relocation when a SAR is Activated
2. Medically Necessary Air Medical Transport (nearest appropriate hospital)
3. Repatriation of Mortal Remains (during a qualifying period of foreign travel)
4. Visit of a Family Member or Friend (when OxR subscriber is hospitalized during a qualifying period of foreign travel)
5. Return of Dependent Children (when an OxR subscriber is provided air medical transport)
6. Transport Escort (when an OxR subscriber is provided air medical transport)

During the term of the plan, OxR subscribers have on-demand access to a multilingual 24/7 Crisis Response Center (CRC); where they can receive coordinated response services to assist O&R subscribers directly impacted by covered emergency events as described above and herein.

In-Country Benefits vs Out-of-Country Benefits

The following further defines which benefits OxR Plan subscribers are eligible for in their home country vs the benefits that OxR Plan subscribers are eligible for during a period of foreign travel.

<u>In-Country Benefits During a Period of Emergency</u>	<u>Benefits During a Period of Foreign Travel</u>
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| <ul style="list-style-type: none">▪ Response to Summer and Winter Sports Incidents, to include Hazardous Summer and Winter Sports Incidents▪ Search and Rescue (SAR)▪ Emergency Relocation when a SAR is Activated▪ Medically Necessary Air Medical Transport▪ Return of Dependent Children▪ Transport Escort | <ul style="list-style-type: none">▪ Response to Summer and Winter Sports Incidents, to include Hazardous Summer and Winter Sports Incidents▪ Search and Rescue (SAR)▪ Emergency Relocation when a SAR is Activated▪ Medically Necessary Air Medical Transport▪ Return of Dependent Children▪ Transport Escort▪ Disappearance of Persons▪ Natural Disasters▪ Political Threats▪ Terrorism▪ Kidnap for Ransom▪ Blackmail or Extortion▪ Wrongful Detention▪ Repatriation of Mortal Remains▪ Visit of a Family Member or Friend |
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DEFINITIONS

Overwatch x Rescue (OxR) Subscriber(s)

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

Crisis Event

For the purpose of this emergency assistance plan, a crisis means any decisive, unstable, or crucial time, which occurs either: a) during a **subscriber's period of emergency** or b) during the **subscriber's period of foreign travel**, resulting from an unforeseen event, which has directly caused or has the potential to cause serious bodily harm, detention, or death to an OxR subscriber. Any emergency or crises arising out of, based upon, or attributable to related, continuous or repeated events shall be considered to be a single crisis for the purpose of this emergency assistance plan.

Crisis Consultant

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

Political Threat

The threat of action designed to influence the government or an international governmental organization or to intimidate the public, or a section of the public; to advance a political, religious, racial, or ideological cause. For the purposes of this emergency assistance plan, a political threat is extended to mean civil threats caused by riots, strikes, or civil commotion.

Terrorism

Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Hazardous Occupations

Any logging, fishers and related fishing workers, airline pilots and flight engineers, construction labor, structural iron and steel workers, mining, refuse and recyclable material collection, electrical and telecommunication power/transmission line and tower installers and repairers, truck driving, farming and ranching labor, public sector first/emergency response (Police, Fire, EMT), and prison labor.

Summer Sports and Hazardous Summer Sports

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

Hazardous summer sports are defined as the plan subscriber's participation in activities such as hang gliding; parachuting; bungee or BASE jumping or wing suiting; water skiing; spelunking, scuba diving; whether with a certified instructor or not, to depths in excess of 30m; mountaineering; rock climbing of any type; mountain climbing to heights above 3,000 MTS above sea level; and any other sport undertaken in non-commercial areas for thrill/profit/notoriety/publicity/endorsement/social media attention-seeking, versus standard recreational purposes.

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

Winter Sports and Hazardous Winter Sports

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

Hazardous winter sports are defined as the plan subscriber's participation in activities such as skiing, cross-country skiing, snowboarding, ice skating; snowshoeing; or any other sport undertaken in non-commercial areas that have no care, custody, or control from a commercial operator and/or for thrill/profit/notoriety/publicity/endorsement/social media attention-seeking, versus standard recreational purposes.

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

Disappearance of Persons

Disappearance means the complete and unexpected loss of contact with an OxR subscriber during a period of emergency or period of foreign travel for a period in excess of 48 hours.

Blackmail & Extortion

For the purposes of this emergency assistance plan, blackmail and extortion mean the making of illegal threats specifically to an OxR subscriber traveling outside of his/her home country to:

1. Kill, Injure or Abduct an OxR Subscriber
2. Damage Property
3. Disseminate, Divulge or Use Trade Secrets

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

Wrongful Detention

Wrongful detention means the involuntary confinement of an OxR subscriber traveling outside of his/her home country by any person(s) acting as agents of or with the tacit approval of any government or governmental entity or acting or purporting to act on behalf of any insurgent party, organization, or group.

Kidnap for Ransom

Kidnapping means any event or connected series of events of seizing, detaining, or carrying away by force or subterfuge of an OxR subscriber while traveling outside of his/her home country by any third party to demand a ransom.

Ransom

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

Natural Disasters

Any event or force of nature that has catastrophic consequences and causes damage or the potential to cause an emergency to an OxR subscriber while traveling outside of his/her home country. This includes an avalanche, landslide, earthquake, flood, forest or bush fire, cyclone, hurricane, tornado, tsunami, volcanic eruption, or other similar natural events that give rise to an emergency if noted and agreed by FocusPoint.

Search & Rescue (SAR) Event

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

Search & Rescue Expenses

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

Period of Emergency – Applicable for certain benefits described herein

During the Overwatch x Rescue emergency assistance plan eligibility term, for the applicable benefits described herein and are not subject to the defined period of foreign travel, the period of emergency is described as: the time the OxR Subscriber, at a location that is not the subscriber's place of permanent residence or work, initiates a distress or SOS signal via the registered device and such signal is confirmed and received by the **Emergency Response Center**, to the time that **Emergency Consultants** have reasonably concluded with managing the **emergency event** or at the time the **Emergency Consultants** assistance exceeds 10 consecutive days since the initiation of the registered device distress/SOS signal.

Period of Foreign Travel – Applicable for certain benefits described herein

During the Overwatch x Rescue emergency assistance plan eligibility term, for the applicable benefits described herein, the period of travel is defined as: the time the **OxR Subscriber** arrives at a foreign country, not exceeding 365 consecutive days travel duration during a plan term, and the **OxR Subscriber** initiates a distress or SOS signal via the registered device and such signal is confirmed and received by the **Emergency Response Center**, to the time that **Emergency Consultants** have reasonably concluded with managing the **emergency event** or at the time the **Emergency Consultants** assistance exceeds 10 consecutive days since the initiation of the registered device distress/SOS signal.

Pre-Existing Medical Condition

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

Emergency Relocation

FocusPoint will arrange the medical transportation of an OxR subscriber in the event of a medical emergency. Transport will be performed under medical supervision and shall be to the nearest medical facility capable of providing adequate care.

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

Medically Necessary Air Medical Transport

Following an accident, suffered during a qualifying **Crisis Event** during a qualifying **Period of Foreign Travel**, and/or qualifying **Period of Emergency** requiring an OxR subscriber to obtain medical treatment, FocusPoint, under its sole discretion and consideration, shall arrange, if medically necessary, transportation for an OxR subscriber from the point of incident to the nearest appropriate medical facility to receive the required medical treatment.

Repatriation of Mortal Remains

If an OxR subscriber dies during a period of foreign travel, FocusPoint will arrange all necessary government authorization, including the cost of any embalming, all the required documentation, a container suitable for transport, and transportation of the remains, to the OxR subscriber's usual country of residence.

Injury

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

Orthodox

When used in relation to a **treatment**, '**orthodox**' means that the procedure or treatment in question is medically accepted in the country where it takes place at the time of the commencement of the procedure or treatment, that complies with a respectable, responsible, and substantial body of medical opinion, held, and expressed by medical practitioners experienced in the particular field of medicine in question.

Translation Services

FocusPoint will provide translation in all languages via telephone and/or two-way messaging during the response to a qualified emergency, where necessary.

Emergency Message Relay

FocusPoint will attempt to transmit an urgent message for an OxR subscriber to the listed emergency contact in the profile. Messages can be retained for up to 15 days after the conclusion of the case.

Visit of a Family Member or Friend

If an OxR subscriber is or will be hospitalized during a period of foreign travel for a period in excess of three days or is in critical condition as determined by OxR Medical Staff, FocusPoint will arrange the transportation of one family member or friend designated by the OxR subscriber from the person's home to the place where the OxR subscriber is being hospitalized. FocusPoint will provide ground transportation for the visiting family member or friend from the airport to the medical facility where the OxR subscriber is being hospitalized and provide reasonable lodging at or near the medical facility where the OxR subscriber is being treated. Lodging will be provided for up to seven (7) days for the visiting family member or friend.

Return of Dependent Children, Spouse or Companion

If an OxR subscriber is accompanied by dependent children, a spouse, or companion, and they are left unattended because of the hospitalization or death of the OxR subscriber, FocusPoint will arrange and pay for economy class commercial airfare return of the dependent children, spouse or companion to the OxR subscriber's usual place of residence. If necessary, FocusPoint will also arrange the transportation of a qualified attendant (escort) to accompany dependent children.

Transport Escort

FocusPoint will arrange for one family member, companion, or travel escort to accompany the OxR subscriber during an emergency evacuation or **medically necessary repatriation** when possible.

EMERGENCY CONSULTATION & RESPONSE SERVICES

Subject to the limitations of the services described herein, Overwatch x Rescue emergency assistance plans include, at no additional cost, remote emergency consultation and coordinated in-country response services for all qualified events. With ALL qualified emergency events defined herein, the goal of the assistance provided is to get OxR subscribers to safety and bring closure to an emergency event that impacts or has the potential to impact an OxR subscriber. Coordinated in-country response services for the emergency events defined herein are provided at the sole discretion of FocusPoint and may include those listed below.

Political Threat

During a period of foreign travel, advice and possible deployment of crisis consultants to assist in seeking safety, implementation of additional security personnel to assist with sheltering in place, and evacuation away from the impacted area.

Terrorism

During a period of foreign travel, advice and possible deployment of a crisis consultant to assist in seeking safety, emergency message relay, medical attention if needed, and the implementation of security personnel to ensure adequate security of an OxR subscriber directly impacted by a terrorist incident.

Disappearance of Persons

During a period of foreign travel, advice and possible deployment of a crisis consultant to investigate the disappearance of an OxR subscriber to locate and return the OxR subscriber to safety.

Blackmail & Extortion

During a period of foreign travel, advice and possible deployment of a crisis consultant to investigate and bring resolution to the blackmail or extortion threat directly impacting an OxR subscriber.

Wrongful Detention

During a period of foreign travel, advice and possible deployment of a crisis consultant to work towards the release of the OxR subscriber being wrongfully detained. Emergency message relay, legal referrals, limited legal expenses, and interpreter are provided if needed.

Kidnap for Ransom

During a period of foreign travel, advice and possible deployment of a crisis consultant to consult with the family of and/or the employer of an OxR subscriber that has been kidnapped for ransom to affect the safe release of the OxR subscriber.

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

Natural Disasters

During a period of foreign travel, advice and possible deployment of crisis consultant(s), security personnel, and transportation assets to assist an OxR subscriber directly impacted by a natural disaster as defined herein.

ADDITIONAL PLAN BENEFITS

OxR is a fully funded service guarantee and not an insurance plan; FocusPoint will not reimburse SUBSCRIBERS for expenses they incur on their own. FocusPoint will, however, address certain required and reasonable “additional costs”, incurred by OxR Crisis Consultant(s) during the response to an eligible emergency event directly impacting an OxR subscriber. Necessary expenses needed to satisfy the requirements of the response service are subject to limitations further defined herein. Additional costs that may be required to affect a positive outcome to an eligible emergency event include:

1. Emergency evacuation costs due to **political threat, terrorism, or natural disasters**
2. Fees and expenses of an independent interpreter
3. Costs of relocation travel and accommodation
4. Fees and expenses of security personnel temporarily deployed solely and directly for the purpose of protecting OxR subscribers located in the country where an emergency event has occurred.

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

OVERWATCH & RESCUE (O&R) EMERGENCY ASSISTANCE PLANS

FocusPoint provides emergency assistance to OxR subscribers in annual plans. OxR Emergency Assistance Plans are subject to the terms and conditions set forth herein. OxR Emergency Assistance Plans are non-transferable and non-refundable. By enrolling as an OxR subscriber, you accept and agree to the terms and conditions of the emergency assistance plan. A person who is not a party to this plan has no right under the contract to enforce any term of the plan.

PLAN TERM

Subject to the limitations identified herein, the term of an Overwatch x Rescue Emergency Assistance Plan commences on the effective start date selected by the OxR subscriber during the enrollment process. The end date for an Overwatch x Rescue Emergency Assistance Plan is 365 days after the plan’s effective date indicated by the purchase confirmation.

Regardless of the effective start date selected by the OxR subscriber, OxR Emergency Assistance Plans are valid only when the plan fee is collected. A plan is not valid if the plan fee payment is declined, returned, or otherwise unpaid. FocusPoint reserves the right to revoke, rescind, or cancel any plan or refuse a renewal at FocusPoint's sole discretion. Should FocusPoint exercise its right to revoke, rescind, or cancel an OxR Emergency Assistance Plan, FocusPoint shall refund the OxR subscriber a portion of the plan fee prorated based on the remaining term of the emergency assistance plan.

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

SERVICES

General Limitations on Services

The deployment of Crisis Consultants, medical, SAR or security personnel, and associated emergency assistance services are limited to two (2) fully funded responses, per subscriber, per plan term. This includes any qualified transportation of mortal remains. Eligible physical responses are limited to ten (10) calendar days of assistance per qualified response.

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

In these situations, OxR subscribers are eligible for crisis consultation and emergency escalation to local emergency services only. Furthermore, any OxR subscriber that refuses, rejects service from a Crisis Consultant or does not abide by the instructions of the Crisis Consultant, hereby renounces and forfeits emergency event benefit.

With respect to any assistance or expense benefit provided to the OxR Subscriber under the terms defined as **Medically Necessary Air Medical Transport**, which is also covered under a valid and collectable workers compensation, business travel accident or employer's liability insurance/protection, the OxR benefits described herein in this clause, will apply in excess of such insurance coverage.

LIMITATIONS ON SERVICES SURROUNDING GOVERNMENT AUTHORITY TRAVEL ADVISORIES AND DUE DILIGENCE

In the event that an OxR subscriber elects to travel to locations which the United States Department of State, and/or the Foreign Office of Canada and/or the British Foreign Office and/or similar authority, being the country where the plan subscriber's home or corporate headquarters is located; advises against ALL TRAVEL or advises travelers to leave that location, the following provisions apply: It is a condition of the terms of service of this plan that the subscriber must observe due diligence at all times.

Due regard to all the advice applicable to the travel location must be observed at all times, including but not limited to the employment of security guards (when advised), staying in secure locations, the observance of travel advice and preferred routes, and the avoidance of high-risk locations and public gatherings. In respect of incidents that may occur in locations for which the advice is against ALL TRAVEL, this plan is amended to cover "crisis consultation" and emergency escalation to local emergency services only, and "extra expenses" are not covered.

Evacuation Due to Political Threat & Natural Disasters

OxR subscribers must have proper documentation to evacuate from an area impacted by political violence and/or natural disasters. FocusPoint is not responsible for obtaining these documents in the event of an evacuation. If air transportation is determined to be the best course of action by the Crisis Consultant(s), the timeframe for transport is dependent on aircraft availability, required permits, and visas for the respective countries and any other factors that may be beyond FocusPoint's control. While FocusPoint makes every effort to accommodate its OxR subscribers, due to limited space available on an evacuation aircraft, the OxR subscriber is limited to one small carry-on bag. In most cases, pets will not be allowed on an evacuation aircraft. Subscribers should be prepared to make alternative arrangements for pets during an evacuation due to political violence or natural disasters.

Security Assistance is not available to OxR subscribers if and/or when:

1. In respect to wrongful detention - any actual or alleged violation of the laws of the host country or a failure to maintain and possess duly authorized and issued required documents and visas occurs, unless FocusPoint determines that such allegations were intentionally false, fraudulent, and malicious and made solely to achieve a political propaganda or coercive effect upon or at the expense of the OxR subscriber.
2. An OxR subscriber is:
 - a. kidnapped by a relative, or as a result of a domestic dispute
 - b. has had kidnap insurance canceled or declined in the past
 - c. has been kidnapped in the past
3. Any kidnapping, blackmail, or extortion of a OxR subscriber in their permanent country of residence.
4. War, whether declared or not, between any of the following countries, namely, China, France, the United Kingdom, the Russian Federation and the United States of America, or Europe, other than civil war.
5. Any enforcement action by or on behalf of the United Nations, in which any of the countries stated above or any armed forces thereof are engaged.
6. An OxR subscriber that is determined to be involved in illegal activity.
7. An OxR subscriber seeks fully funded plan benefit: after traveling to or extending period of stay beyond the subscriber's travel period at: a location where the occurrence of an emergency incident is public knowledge and no longer an unforeseen event. In respect of travel to location where an emergency incident is no longer an unforeseen event; this plan is limited to cover "emergency consultation" (phone advice) only, and "extra expenses" are not covered.
8. An OxR subscriber travels for any reason to the countries of ***Iran, North Korea, Somalia, Sudan, Syria, Afghanistan, Venezuela, and Yemen*** or to any location which the United States Department of State, and/or the Foreign Office of Canada and/or the British Foreign Office and/or similar authority, being the country where the plan subscriber's home or corporate headquarters is located; advises against ALL TRAVEL or advises travelers to leave that location.
9. In respect only to emergency events of: Political Threats, Natural Disaster; the OxR subscribers' failure to notify and/or request advice and/or assistance after a period of 96 hours from when the emergency event has first occurred.
10. The OxR subscriber's failure to accept and abide by the OxR/FocusPoint consultant's indication, instruction, advice, or directive to shelter in place, safe harbor, or evacuate as a result of a response action to an emergency event.
11. With respect to incidents requiring maritime search and rescue and to satisfy requirements of emergency transport under this assistance plan, the OxR subscriber must be within a reasonable proximity to a port or shoreline and any expense associated with land, air, or maritime search and rescue, and/or **emergency relocation** shall be deemed excess above and beyond any insurance protection or coordinated official public/governmental authority response.
12. Any **emergency event** request arising from the location of the **OxR Subscriber's** place of permanent residence as listed in the plan purchase confirmation.

This OxR emergency assistance plan does not cover:

1. Loss, destruction, or damage to any property whatsoever, or any loss or expense resulting or arising from any consequential loss
2. Periods while underground or in any open cast mine
3. Any legal liability of nature directly or indirectly caused by or contributed to, by or resulting from:
 - a. Ionizing radiations or contamination by radioactivity from any nuclear fuel or waste from the combustion of nuclear fuel
 - b. The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
4. Reimbursement of a ransom and/or extortion payment

Medical Assistance is not available to OxR Subscribers when requested directly/indirectly as a result of:

1. Traveling against the advice of a physician
2. An OxR subscriber who is medically discharged from the hospital, or leaves against medical advice and is physically able to travel on their own, is not eligible for medical transport services for the remainder of their trip
3. End-stage COPD
4. Previous history of congestive heart failure
5. Active cancer treatment
6. Traveling for the purpose of obtaining medical treatment
7. Pregnancy, childbirth, miscarriage, or abortion - when this condition is considered by FocusPoint to require assistance
8. Neuroses, psychoneuroses, psychopathies, psychoses, mental or emotional diseases or disorders of any type
9. Pre-existing conditions for OxR subscribers aged 65 and older
10. Repatriation of Mortal Remains as a result of:
 - death by natural causes for OxR subscribers aged 65 or older who purchased or are eligible for benefit by an affinity program or a valid travel/trip or medical insurance/protection that covers mortal remains expense
 - In respect of this limitation: this travel assistance plan is limited to cover "crisis consultation" (phone advice) only, and "extra expenses" are not covered
11. Any OxR subscriber who has a diagnosis of, or is suspected of having, a Biosafety Class Level 3 (and above) pathogen as classified by either the Centers for Disease Control and Prevention (CDC) or the National Institutes of Health (NIH) will not be transported.
12. Intentional self-inflicted injuries, attempted suicide or being in a state of insanity
13. The OxR subscriber's deliberate exposure to extraordinary danger (except in an attempt to save human life)
14. An OxR subscriber on an organ transplant list prior to enrollment will not be eligible for transport for that transplant
15. An OxR subscriber with tuberculosis or other chronic airborne pathogens will not be transported.
16. The OxR subscriber riding or being a passenger in any 2, 3, or 4 wheeled mechanically powered motorcycle, quad, or scooter that is involved in any kind of race or endurance test for which there is a financial reward or prize money involved
17. Traveling in any aircraft, which is being used for crop-dusting, seeding, skywriting, or racing.
18. Hazardous occupations as defined herein
19. **A medically necessary air transport** request, after a **search & rescue** assistance, as a result of **hazardous summer or winter sports**, has been completed
20. The OxR subscriber is under the influence of alcohol or has taken drugs or narcotics, or any poison, chemical compound, gas, or fumes unless prescribed by a legally qualified physician or surgeon.
21. Bodily injury or sickness occasioned by or occurring while the OxR subscriber is committing or attempting to commit a felony or to which a contributing cause was the OxR subscriber being engaged in an illegal activity
22. Dental treatment except as a result of accidental injury to sound natural teeth
23. Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eyeglasses, or contact lenses
24. Bodily injury or sickness sustained while in any of the armed forces (land, sea, or air) of any country or international authority

25. Any injury, illness, or condition existing at the time of enrollment where inpatient medical care has already been scheduled or recommended by a health care provider.
26. In the event that the OxR subscriber elects to travel to any location which the United States Department of State, and/or the Foreign Office of Canada and/or the British Foreign Office and/or similar authority, being the country where the plan subscriber's home or corporate headquarters is located; advises against all travel or advises travelers to leave that location
27. An OxR subscriber travels for any reason to the countries of: ***Iran, Libya, North Korea, Somalia, Sudan, Syria, Venezuela, and Yemen*** or to any location which the United States Department of State, and/or the Foreign Office of Canada and/or the British Foreign Office and/or similar authority, being the country where the plan subscriber's home or corporate headquarters is located; advises against ALL TRAVEL or advises travelers to leave that location.
28. War or any act of war, whether war is declared or not, or any invasion of any kind.
29. Any loss or expense resulting or arising from, or any consequential loss or any legal liability of nature directly or indirectly caused by or contributed to, by or arising from any of the following:
 - Ionizing radiations or contamination by radioactivity from any nuclear fuel or waste from the combustion of nuclear fuel
 - The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
30. The OxR subscriber's failure to notify and/or request advice and assistance after a period of 96 hours from when the emergency event has first occurred; unless it is reasonable to believe that the subscriber is not physically able to request advice or assistance
31. The OxR subscriber's failure to accept and abide by the OxR/FocusPoint consultant's indication, instruction, advice, or directive to shelter in place, safe harbor, or evacuate as a result of a response action to an emergency event
32. Any **medical assistance benefit** request arising from the location of the **OxR Subscriber's** place of permanent residence or work as listed in the plan purchase confirmation

Air Medical Transport Benefit

Medical transport services are available to any OxR subscriber who qualifies for medical transport services in accordance with these terms and conditions. Air Medical Transport for OxR subscribers that suffer from a medical mishap as a result of a summer or winter sports incident, to include hazardous summer and winter sports, natural disasters, terrorism, riots, strikes or civil commotion will be transported from the point of incident to the nearest appropriate medical facility as determined by FocusPoint and/or the responding agency(s).

Air Medical Transport services are not available to OxR subscribers with mild lesions, simple injuries or minor illnesses that can be treated by local doctors and do not prevent the OxR subscriber from continuing his or her trip or returning home without further immediate medical attention, which may require admittance into a medical facility.

The timeframe for air medical transport is dependent on aircraft and qualified flight personnel availability, required permits, flight plans, airspace and distance of aircraft to the impacted OxR subscriber(s) and any other factors that may be beyond FocusPoint's control. Subscribers must have proper documentation to confirm their identity. FocusPoint is not responsible for obtaining these documents in the event of a request for transport.

Transport Criteria

FocusPoint will make all arrangements for qualifying air medical transport.

DECISIONS REGARDING THE URGENCY OF THE CASE, THE BEST TIMING AND THE MOST SUITABLE MEANS OF TRANSPORTATION WILL BE MADE BY FOCUSPOINT MEDICAL STAFF AFTER CONSULTATION WITH THE LOCAL RESPONSE AGENCY AND POSSIBLY THE ATTENDING PHYSICIAN.

Repatriation of Mortal Remains

In the event of an OxR subscriber's death during a qualifying period of foreign travel, FocusPoint will arrange and pay the reasonable and customary charges for the preparation and return of the OxR subscriber's remains to their home country.

These charges will be at the sole discretion of FocusPoint and only paid if the OxR subscriber has no other benefit in place at the time of death that would otherwise cover this expense. Anyone requesting the repatriation of an OxR subscriber's mortal remains must be able to reasonably prove (when required by FocusPoint) that no other benefits exist that would otherwise cover the expense to repatriate the OxR subscriber's mortal remains.

OVERWATCH x RESCUE (OxR) IS NOT AN INSURANCE POLICY. FOCUSPOINT DOES NOT AND WILL NOT REIMBURSE THOSE SEEKING TO REPATRIATE THE MORTAL REMAINS OF A SUBSCRIBER. THOSE SEEKING ASSISTANCE WITH THE REPATRIATION OF MORTAL REMAINS OF A QUALIFYING SUBSCRIBER MUST ALLOW FOCUSPOINT TO PAY THE REASONABLE AND CUSTOMARY CHARGES DIRECTLY.

This emergency assistance plan benefit includes:

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

CHANGES

FocusPoint reserves the right to change or amend the terms contained in these terms and conditions without prior notice. FocusPoint is solely responsible for the interpretation and application of the terms contained in this emergency assistance plan. All determinations by FocusPoint shall be final and conclusive.

CONSENT TO RECORD COMMUNICATIONS

FocusPoint, at its discretion, may monitor or electronically record communications between its employees or designated representatives and you as an OxR subscriber. By enrolling as an OxR subscriber, you specifically authorize communications involving you and to which you are a party to be recorded and utilized for quality control or other purposes.

PRIVACY NOTICE

PLEASE BE ADVISED OF THE AVAILABILITY OF FOCUSPOINT'S NOTICE OF PRIVACY PRACTICES.

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

- Email us at rescue@wwfocus.com to request a copy be emailed to you.

INTERPRETATION / CHOICE OF LAW / WAIVER OF JURY TRAIL / DAMAGES

The interpretation of the terms and conditions is governed by the laws of the State of Ohio, United States of America, and any dispute between you and FocusPoint shall be finally resolved by the Courts of the State of Ohio. FocusPoint and its OxR subscribers 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 OxR subscribers' right to recover damages under law are limited to contractual damages only. Damages recoverable by OxR subscribers are limited to the return of travel assistance plan fees paid.

ENTIRE AGREEMENT

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