

MetLife Policyholder ("Company"): \_\_\_\_\_

Policy Number: \_\_\_\_\_

Effective Date: \_\_\_\_\_

**AXA ASSISTANCE USA, INC.  
TRAVEL ASSISTANCE  
SERVICES AGREEMENT**

AXA Assistance USA, Inc. ("AXA") provides and administers travel assistance services according to the terms and conditions of this Services Agreement to policyholders and covered individuals who are insured for the following as issued by Metropolitan Life Insurance Company ("MetLife"). Travel assistance services are provided by AXA and are independent of Metropolitan Life Insurance Company and its affiliates. The MetLife sold product(s) below is associated with eligibility for access to AXA Travel Assistance Services.

Travel assistance services are available to eligible persons ("Eligible Person(s)"). Eligible Persons means an employee or group members and their eligible dependents covered under the group insurance contract(s) selected above that are issued to the Company by MetLife. Eligible dependents are defined under the group insurance contract issued to the Company, or, if not defined therein, as defined under the life insurance certificate issued to each group member.

<b>EMERGENCY MEDICAL TRANSPORTATION SERVICES*</b>
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**1. Emergency Medical Evacuation Services**

When an Eligible Person incurs a sickness or injury while traveling 100 miles or more away from his or her primary residence, or in another country which is not their country of residence and the Eligible Person is expected to be in the hospital as a result of such sickness or injury, AXA Assistance USA will facilitate the emergency transport of the Eligible Person and pay for related expenses up to the Maximum Benefit Amount (set forth below).

Covered Expenses include:

- (i) **Medical Transport:** If AXA determines, after consultation with the local attending legally qualified physician that transportation to a hospital or medical facility is medically necessary to treat an unforeseen sickness or injury which is acute or life threatening and adequate medical treatment is not available in the immediate area, the emergency transportation expense incurred will be paid for the usual and customary charges for transportation to the closest hospital or medical facility capable of providing that treatment.
- (ii) **Return of Dependent Child(ren):** If the Eligible Person's dependent children who are under 18 years of age and accompanying the Eligible Person on the covered trip are left unattended, economy level transportation will be paid to return the dependent children to their home (with an attendant, if considered necessary by AXA).
- (iii) **Transportation of a Family Member:** If the Eligible Person is traveling alone and is expected to be in the hospital and emergency evacuation is not imminent, upon request of the Eligible Person or next of kin if the Eligible Person is incapacitated, expenses will be paid to transport one person, chosen by the Eligible Person, by economy level transportation, for a single visit to and from the Eligible Person's bedside.

- (iv) **Escort Services:** Expenses for a family member or companion who is traveling with the Eligible Person to join the Eligible Person during the Eligible Person's emergency medical evacuation to a different hospital, treatment facility or the Eligible Person's place of permanent residence will be paid.

The Maximum Benefit Amount is 100% of the covered expenses (described above) up to \$1,000,000 per Eligible Person per trip.

AXA must make all arrangements and must authorize all expenses in advance for any transportation expenses to be payable. AXA reserves the right to determine whether the expense is payable, including reductions, if it is not reasonably possible to contact AXA in advance.

## 2. Medical Repatriation Services

- (i) If an Eligible Person is traveling 100 miles or more away from his or her primary residence, or in another country which is not their country of residence, and AXA determines after consultation with the Eligible Person's local attending legally qualified physician that it is medically necessary for an Eligible Person to return to his or her place of permanent residence because of an unforeseen sickness or injury which is acute or life-threatening, the transportation expense incurred will be paid to return the Eligible Person to his or her permanent residence via:
  - a) one-way economy level transportation; or
  - b) commercial upgrade, based on an Eligible Person's condition as recommended by the local attending physician and verified in writing.
  - c) transportation must be via the most direct and economical route.
- (ii) If AXA determines, after consultation with the local attending physician, that it is medically necessary for an Eligible Person to return to his or her place of permanent residence for continued treatment of an unforeseen sickness or injury which is acute or life-threatening, AXA will arrange to transport an Eligible Person to the hospital or medical facility closest to his or her permanent place of residence capable of providing that treatment. Transportation must be by the most direct and economical route. AXA will facilitate payment for covered land or air transportation which includes, but is not limited to, commercial stretcher, medical escort, or the usual and customary charges for air ambulance, provided such transportation has been pre-approved and arranged by AXA.
- (iii) **Escort services:** AXA will arrange travel and facilitate the payment of expenses for a family member or companion who is traveling with the Eligible Person, to join the Eligible Person during the Eligible Person's emergency medical repatriation to a different hospital, treatment facility or the Eligible Person's place of permanent residence.

The Maximum Benefit Amount is 100% of the expenses incurred for (i)-(iii) above, up to \$1,000,000 per Eligible Person per trip.

AXA must make all arrangements and must authorize all expenses in advance for any expenses to be payable. AXA reserves the right to determine the payable expenses, including reductions, if it is not reasonably possible to contact AXA Assistance in advance.

## 3. Return of Remains

In the event of an Eligible Person's death, the expense incurred will be paid (up to the Maximum Benefit amount set forth below), for minimally necessary casket or air tray, preparation and transportation of an Eligible Person's remains to his or her place of residence or to the designated place of burial. In addition, expenses for a Family Member or companion who is traveling with the Eligible Person to join the Eligible Person's body during the repatriation to the Eligible Person's place of residence will be paid. The Maximum Benefit Amount is 100% of such expenses incurred up to \$1,000,000 per Eligible Person per trip.

#### 4. Unattended Vehicle Return

AXA will facilitate the return of an Eligible Person's unattended vehicle to the car rental agency or to the Eligible Person's permanent residence and pay related expenses up to the Maximum Benefit Amount for the covered expenses (set forth below) incurred if the Eligible Person requires an emergency medical evacuation or medical repatriation, or suffers a medical emergency and dies.

**Covered Expenses include:**

- a) Fuel and oil for the vehicle;
- b) Driver wages; and
- c) Tolls en route.

The Maximum Benefit Amount is up to \$1,000 per Eligible Person per calendar year. Expenses will not be payable for: (i) any repair due to mechanical breakdown of the vehicle en route; or (ii) the costs for food or accommodation during the transport of the vehicle.

#### 5. Dispatch of Physician or Specialist

If the local attending legally qualified physician and AXA cannot adequately assess the Eligible Person's need for Medical Evacuation and Transportation, AXA will coordinate, provide and dispatch a Physician to assist in the assessment. The Maximum Benefit amount is up to \$2,500 per Eligible Person per calendar year.

#### 6. Bereavement Transportation for Family Member

In the event of an Eligible Person's death when traveling alone, AXA will provide an economy class round-trip ticket for one family member to accompany their remains from the location of their death to the receiving funeral home. This service will also include reasonable and customary expenses for meals and accommodations for up to 1 week. Accommodations must be arranged by AXA.

#### 7. Emergency Pet Housing and/or Pet Return

If a Eligible Person is admitted as an inpatient after the Eligible Persons' initial visit in the emergency room ("Hospitalized") and the Pet (as defined below) that a Eligible Person is traveling with is left unattended as the result of such Injury or Sickness which requires Hospitalization, AXA will coordinate and provide boarding for the Pet at a local boarding facility. In the event a Eligible Persons Injury or Sickness results in transport under the Emergency Medical Evacuation, Transportation After Stabilization, or Return of Deceased Remains service, AXA will coordinate and provide transportation for the Pet to be returned to either the Eligible Person's home, or to a boarding facility near such home. "Pet" means any domestic dog or cat less than 200 pounds that is kept for pleasure and companionship rather than utility (other than service animals). Maximum Benefit amount is up to \$2,500 per Eligible Person per calendar year.

**\*EMERGENCY MEDICAL TRANSPORTATION SERVICES ARE UNDERWRITTEN BY A THIRD PARTY INSURANCE COMPANY THAT IS SOLELY RESPONSIBLE FOR THE PAYMENT OF THE EXPENSES DESCRIBED ABOVE. AXA IS ONLY RESPONSIBLE FOR THE COORDINATION OF SUCH TRANSPORTATION SERVICES.**

<b>POLITICAL AND NATURAL DISASTER TRANSPORTATION SERVICES*</b>
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When an Eligible Person, while traveling 100 miles or more away from his or her primary residence, or in another country which is not their country of residence, require transportation services due to political and natural disaster events as described below, AXA will facilitate transportation services for the Eligible Person and pay for related expenses up to the Maximum Benefit Amount (set forth below).

Covered Expenses include:

1. **Emergency Political Evacuation/Repatriation:** AXA can arrange for the repatriation on political grounds for an Eligible Person, when the country where they are located needs to be evacuated based on a determination of the US government. The evacuation/repatriation services are provided by an independent, third-party company. AXA will indemnify the costs of the Emergency Political Evacuation/Repatriation Services up to \$100,000 per Eligible Person. Eligible expenses are solely and reasonably determined by AXA. Arrangements will be by the most appropriate and economical means available and consistent with health and safety. All transportation and

arrangements must be validated and pre-approved by AXA in writing. AXA must pre-authorize all expenses in writing. No claims for reimbursement will be accepted. AXA retains the sole discretion to limit one (1) emergency evacuation and or repatriation attributable to any single political emergency situation. Food, lodging and incidental expenses at the safe haven are not included. Should the U.S. Government intervene and provide for evacuation services, this action will supersede any paid evacuation benefit.

Emergency Political Evacuation/Repatriation is an evacuation for the following reasons:

- Officials of the foreign country or the embassy of the country with which the Eligible Person is a national has issued, for reasons other than medical, a recommendation that categories of persons which include the Eligible Person should leave the foreign country; and/or
- The Eligible Person is being expelled or declared persona non grata on the written authority of the recognized government of the foreign country; and/or
- The political and military events in the foreign country has created a situation in which the Eligible Person is in danger of imminent bodily harm to the extent that the Eligible Person must be removed from the foreign country; and
- The Eligible Person cannot obtain commercial transportation to the nearest safe location within a time period which will enable the Eligible Person to leave the foreign country in time to avert imminent bodily harm or to comply with the time allowed to leave the foreign country pursuant to the orders of the recognized government of that foreign country.

2. **Natural Disaster Evacuation:** In the event of a Natural Disaster Situation, AXA can coordinate and arrange for the evacuation of an Eligible Person from a safe departure point AXA designates to a safe haven of AXA's selection. If evacuation becomes impractical due to hostile or dangerous conditions, AXA will maintain contact with the Eligible Person and advise the Eligible Person until evacuation becomes viable or the Natural Disaster Situation has passed. AXA will only coordinate and arrange for a Natural Disaster Situation evacuation up to and including seven (7) days from the date of the official disaster declaration issued. The evacuation services are provided by an independent third-party company. AXA will indemnify the costs of the Natural Disaster Evacuation Services up to \$100,000 per Eligible Person. Eligible expenses are solely and reasonably determined by AXA. Arrangements will be by the most appropriate and economical means available and consistent with health and safety. All transportation and arrangements must be made by and pre-approved by AXA in writing. AXA must pre-authorize all expenses in writing. No claims for reimbursement will be accepted. Food, lodging and incidental expenses at the safe haven are not included. Should the U.S. Government intervene and provide for evacuation services, this action will supersede any paid evacuation benefit.

Natural Disaster Situation means an event occurring directly out of an event of natural cause, including wildfire, earthquake, windborne dust or sand, volcanic eruption, tsunami, snow, rain or wind, that results in widespread and severe damage such that the government of the host country issues an official disaster declaration and determines the affected area to be uninhabitable. Natural Disaster does not include the direct or indirect effect of rain, wind or water associated with named storms meeting the definition of hurricane or typhoon, except in instances where:

- the path of the named storm deviates by a distance of greater than 200 miles within a 72-hour period from the path forecast by a national recognized meteorological service; or
- less than 72 advance hours' notice of a potential landfall for a named storm exists.

In no event, shall a Natural Disaster be deemed to apply to a marine vessel, ship or watercraft of any kind.

**\*POLITICAL AND NATURAL DISASTER TRANSPORTATION SERVICES ARE UNDERWRITTEN BY A THIRD PARTY INSURANCE COMPANY THAT IS SOLELY RESPONSIBLE FOR THE PAYMENT OF THE EXPENSES DESCRIBED ABOVE. AXA IS ONLY RESPONSIBLE FOR THE COORDINATION OF SUCH TRANSPORTATION SERVICES.**

## **ASSISTANCE SERVICES**

**THE ASSISTANCE SERVICES DESCRIBED IN THIS SECTION BELOW ARE PROVIDED BY AXA. AXA IS NOT RESPONSIBLE FOR THE PAYMENT OF COSTS INCURRED FOR SERVICES PROVIDED BY A THIRD PARTY.**

The following assistance services are available to Eligible Persons:

### **1. Medical Assistance Services**

The medical assistance services provided pursuant to this Services Agreement are as follows:

- (i) **Medical referral:** AXA will refer the Eligible Person to preferred providers including primary care physicians, clinics and hospitals all over the world. Primary care physicians are defined as referrals to the following: family practitioners, general practitioners, internists, ophthalmologists, obstetricians/gynecologists, orthopedists, and pediatricians. The Eligible Person will be given the name, address, telephone number, office hours, and if applicable, language(s) spoken by the provider. The nature of the situation, location of the caller, and time of the day will influence whether a referral is made to an individual provider or to a hospital/emergency care facility. AXA will also provide referrals to medical specialists in major cities and nearby areas using specific selection criteria. Specialists are defined as physicians other than those previously identified as primary care physicians. Some examples of specialists include allergists, cardiologists and endocrinologists. Arrangements for services are available at no additional cost. Third party costs incurred for services provided are the responsibility of the Eligible Person.
- (ii) **Dental referrals:** AXA will provide referrals to dentists and facilities that provide emergency dental care in accordance with established selection criteria. If AXA receives a request for dental referrals in any area of the world in which AXA does not recommend seeking dental treatment, the Eligible Person will be so informed. If appropriate, the Eligible Person will be provided with referrals to physicians or hospitals for pain control. Arrangements for services are available at no additional cost. Third party costs incurred for services provided are the responsibility of the Eligible Person.
- (iii) **Dispatch of Physician:** For the convenience of the Eligible Person, AXA will make arrangements for a general practice physician to consult at the Eligible Person's hotel or current location while traveling. Although AXA will make every effort, this service may not be available in all states and countries. If a physician cannot be dispatched, other arrangements will be made by AXA and options will be offered to the Eligible Person. Arrangements for services are available at no additional cost. Third party costs incurred for services provided are the responsibility of the Eligible Person.
- (iv) **Pre-Certification and Referral Management:** AXA will provide pre-certification for all inpatient cases and for elective outpatient surgical intervention. The pre-certification process entails our case managers reviewing the patient's current and past medical history, consulting with the patient's physician and reviewing the suggested treatment plan. After this review AXA will certify that the confinement and/or surgery are medically necessary and considered recognized treatment in the medical community for the patient's condition. If the patient requires additional certification, then AXA will contact the utilization review department of the hospital or the attending physician to review the case and potentially authorize additional hospital days. Arrangements for services are available at no additional cost. Third party costs incurred for services provided are the responsibility of the Eligible Person.
- (v) **Medical Monitoring:** Upon notification that an Eligible Person is in the hospital or requires medical monitoring, the case will be assigned to a nurse case manager to make the initial medical contact. The case manager will attempt to contact the medical facility to obtain medical information about the patient from a treating physician, hospital nurse case manager or other valid source of information. The goal, during regular office hours, is to obtain an initial medical contact within 2 hours of notification.

The nurse will attempt to obtain the following information:

- Age;
- Chief complaint;
- History of present illness;
- Relevant past medical history;
- Intended medical plan; and
- Expected discharge date and date when the Eligible Person will be clear to travel.

The nurse will assess the adequacy of the treating facility to determine the need for transfer or evacuation. If the nurse requires consultation with an AXA physician for complex cases, uncertainty about appropriateness of care, recommendations for discharge or clearance to fly or because he or she feels the AXA physician should speak with the treating physician, he or she will speak to the in-office or on-call AXA physician. An AXA physician will make efforts to consult with the treating physician for in-patient cases within the first 48 hours. Arrangements for services are available at no additional cost. Third party costs incurred for services provided are the responsibility of the Eligible Person.

- (vi) **Vaccination Recommendations/Insect Precautions:** AXA will provide up-to-date information on health hazards in the areas where the Eligible Person is traveling. AXA will recommend medications or vaccinations that should be received prior to departure in order to minimize the risk of infection. AXA will also provide information regarding protective measures against the bites of mosquitoes and other disease-bearing insects.
- (vii) **Prescription Transfer/Shipping:** AXA will assist an Eligible Person with the replacement of lost or misplaced medication or other important items, such as eyeglasses or contact lenses, by first endeavoring to find a local resource for replacement, or by locating and arranging prompt shipment of the item or its equivalent (subject to local law). Arrangements for services are available at no additional cost. Third party costs incurred for services provided are the responsibility of the Eligible Person.
- (viii) **Shipment of Medication:** AXA will provide administrative services for the lawful delivery of medication whenever such medication is required and not available locally. Arrangements for services are available at no additional cost. Third party costs incurred for services provided are the responsibility of the Eligible Person.
- (ix) **Replacement of medical devices:** When medical devices or equipment are not available locally, AXA will make every effort to procure and arrange for delivery. AXA will also arrange for appointments with local physicians and hospitals.
- (x) **Hotel arrangements:** AXA will arrange for hotel/convalescence stay at the request of the Eligible Person and arrange for up-front payment when required.
- (xi) **Coordinate hospital admission and discharge planning:** AXA will arrange for upfront payment or guarantee of emergency medical expenses at a hospital, clinic or emergency room facility in the event that the Eligible Person cannot be admitted without a financial guarantee. In many areas, hospitals may only accept guarantee of expenses from a local company. AXA will be able to provide extensive coverage in this area with its worldwide network of operation centers, correspondents and agents.

AXA will arrange hospital admissions when we are notified of a case in advance or in cases of evacuation. In many areas, hospitals may only accept a guarantee of expenses and agree to bill a local company. AXA will be able to provide extensive coverage in this area with its worldwide network of operation centers, correspondents and agents.

Upon discharge, if the Eligible Person requires a lesser level of care, AXA will recommend this level of care for approval in advance by the client. Once approved, the medical team of AXA will make all necessary arrangements. If discharge planning requires repatriation to the home country this too will be arranged by AXA.

Disbursement of funds is dependent on the availability of such funds in the Eligible Person's personal credit card or availability of any other financial mean to secure payment.

## 2. Personal Assistance Services:

The personal assistance services provided pursuant to this Services Agreement are as follows:

- (i) **Telephone Interpretation Service:** AXA's multi-lingual staff and international correspondents will provide emergency telephone interpretation.
- (ii) **General Travel Assistance/Information Services:** Available 24/7, both pre-travel and during trip, AXA will provide the Eligible Person with visa, passport and inoculation information, U.S. State Department travel advisories, location of embassies and consulates, exchange rates between the U.S. and most major currencies, and weather forecasts for major cities around the world.
- (iii) **Emergency Cash/Bail Assistance:** Emergency funds will be arranged and made available to the Eligible Person in the event money is lost, stolen, or inaccessible due to banking holidays, etc. AXA will also assist with the payment of legal fees, as well as secure and post bail bonds when required. All costs associated with this service are the responsibility of the Eligible Person. All expenses associated with this service shall be applied to the Eligible Person's personal credit card. Disbursement of funds is dependent on the availability of such funds in the Eligible Person's personal credit card.

- (iv) **Lost Document Assistance:** AXA will coordinate arrangements to replace or forward lost or stolen documents, including passports, driver's licenses and credit cards, and will assist with procedures to file loss reports and to recover lost or stolen articles.
- (v) **Legal Referrals:** AXA will provide legal referrals to English-speaking lawyers. Should legal action be taken against an Eligible Person related to an unintentional violation of the applicable laws or regulations, other than a felony, in a foreign country where the Eligible Person is traveling, AXA shall provide assistance at the written request of the Eligible Person. These provisions do not apply in the case of acts related to the Eligible Person's business or occupation. Arrangements for services are available at no additional cost. Third Party Costs incurred for services provided are the responsibility of the Eligible Person.
- (vi) **Urgent Message Relay:** AXA will relay emergency messages to or from the Eligible Person to Family Members or colleagues 24 hours a day.
- (vii) **Pre-Trip and Cultural Information:** Available 24/7, both pre-travel and during trip, AXA is able to quickly provide the following pre-departure information upon an Eligible Person's request:
  - a) Passport, visa, and immunization/inoculation requirements;
  - b) Foreign currency exchange rates;
  - c) Weather forecasts and average seasonal temperatures;
  - d) Embassy and Consular locations;
  - e) General information on local customs;
  - f) General information on business etiquette;
  - g) Information on national holidays and standard business hours;
  - h) Travel advisories and customs information;
  - i) Local voltage information;
  - j) Value-Added Tax regulations (excluding any legal advice, interpretation or analysis of such laws); and
  - k) Information regarding other provisions included in the Eligible Person's coverage not listed above.
- (viii) **Mobile Assistance Services:** AXA will provide education and assistance to Eligible Persons when traveling abroad with a mobile phone. AXA will provide a detailed guide on how an Eligible Person can use a mobile phone abroad including applications, resources, and helpful hints on using the device internationally before or during travel.
- (ix) **Identity Theft Assistance\*:** AXA will provide support and understanding of the risks of ID Theft, how to prevent it from happening, and provide a step-by-step guide on how to proceed in the event an Eligible Person's identity has been compromised.
- (x) **Pet Housing and Return:** AXA can assist with pet friendly hotel accommodations, boarding facilities and travel home for pets. Fees incurred for services provided are the responsibility of the Eligible Person.
- (xi) **Travel Concierge:** Eligible Persons will have access to concierge services related to travel situations, including: restaurant, shopping, hotel recommendations/reservations; rental car/limousine information and reservations; driving directions; sporting, theater, night life and event information; airfare information and booking support; golf course information, referrals, recommendations and tee times; destination information, city calendar and event schedules; private driver and guides. Travel Concierge services are available from 9 am to 9 pm EST.
- (xii) **Travel Assistance Website:** AXA will provide access to a web-based database of global medical providers and country profiles including up-to-date security alerts, health advisories, information on immunizations and visa requirements.

Travel Assistance Services will be provided to Eligible Persons traveling 100 miles or more from his or her permanent residence or in another country which is not their country of residence\*. Availability of Travel Assistance Services is subject to US and other applicable law. Travel Assistance Services are limited to travel of 180 days or less. AXA must provide all Travel Assistance Services. No claims for reimbursement will be accepted. Any expenses associated with these Travel Assistance Services are the responsibility of the Eligible Person or the Company except as provided below. Emergency Medical Transportation Services are arranged and provided by AXA and are subject to a limit of \$1,000,000 million per person. Political and

Natural Disaster Transportation Services are arranged and provided by AXA and are subject to a limit of \$100,000 per person.

\*Identity Theft Assistance Services are not contingent upon travel and are available to Eligible Persons regardless of his or her location.

## TELECONSULTATION SERVICES

1. AXA provides global teleconsultation services for Eligible Persons who require non-urgent medical services while in a traveling status ("Teleconsultation Services") as more specifically described herein. Teleconsultation Services are provided through a third party provider ("Teleconsultation Provider") and are available in English, Spanish and Portuguese. The parties understand and agree that all Teleconsultation Services may not be available in all locations or may be limited due to local governmental restrictions, environmental or connectivity issues outside of AXA's and/or Teleconsultation Provider's control. Teleconsultation Services are not designed to be an emergency response program.

2. **Definitions**

For purposes of the Teleconsultation Services, the following terms are defined as set forth below:

- (i) **"Consultant Provider"**: A duly licensed physician, nurse practitioner, or other licensed provider engaged to provide Teleconsultation Services.
- (ii) **"Teleconsultation Services"**: A medical teleconsultation service provided by a Consultant Provider for the medical conditions set forth on Schedule A, attached hereto and incorporated herein that Eligible Persons are entitled to receive under their MetLife Policy.
- (iii) **Prescription Consultant** – An authorized medical provider that will prescribe, as medically necessary, the types of medications set forth in Schedule A. The cost of any medication is the responsibility of the Eligible Person.

3. **Teleconsultation Services**

AXA will provide the Teleconsultation Services as follows:

- (i) **Customer Support**: AXA will provide customer support including, but not limited to online registration, eligibility verification, and response to general Teleconsultation Services inquiries.
- (ii) **Teleconsultation Platform**: Teleconsultation Provider will be responsible for providing a secure, HIPAA-compliant teleconsultation platform which shall include:
  - a) Multichannel accessibility via telephone, tablet
  - b) Interface which collects patient personal information and other information;
  - c) Eligible Person email notification of visit status;
  - d) High-quality video chat interface; and
  - e) Appointment setting
- (iii) **Customer Experience**: The Eligible Person will access the Teleconsultation Platform or Phone Line and complete the required information such as symptom details personal profile details, location information. Through the Teleconsultation Platform the Eligible Person will have an option to request a video consultation or phone call. The Consultant Provider will initiate the Teleconsultation Services with the Eligible Person via Platform or Phone depending upon the Eligible Person request. After completion of the consultation, the Eligible Person will receive a notification of his/her treatment plan. After the consultation, the Eligible Person will have access to a patient satisfaction survey.
- (iv) **Medical Services**: Teleconsultation Provider, through its medical professionals, shall promptly render and make available Teleconsultation Services to all Eligible Persons for which the Teleconsultation Provider is duly qualified and licensed. The Teleconsultation Provider will provide the Teleconsultation Services in the same manner and in accordance with the same standards as offered by Teleconsultation Provider to its other patients. The Teleconsultation Provider will not discriminate in the treatment of any Eligible Person because of age, sex, race, national origin or physical handicap. In addition, the Teleconsultation Services provided by

Teleconsultation Provider shall at all times be provided in accordance with applicable ethical standards, laws and regulations applying to the medical profession. Eligible Person receiving Teleconsultation Services are not anticipated to be located in their country of residence at the time such Teleconsultation Services are rendered. The parties understand and acknowledge that such laws may change, be amended, be subject to further or modified regulatory guidance or interpretation and they shall comply with such laws in the event of such occurrences. Teleconsultation Provider and its Consultant Providers shall have the exclusive authority and control over all medical aspects of the Teleconsultation Services to the extent they constitute the practice of medicine. Teleconsultation Provider, at all times during the rendering of Teleconsultation Services to Eligible Persons, shall ensure its Consultant Providers exercise independent medical judgment in connection with the care and treatment provided to Eligible Persons.

(v) **Medical Provider Referrals:** In the event the Eligible Person requires services beyond the scope of the Teleconsultation Services, AXA will refer the Eligible Person to preferred providers including primary care physicians, clinics and hospitals. Company acknowledges and agrees that with respect to any provider claims, the Eligible Person shall be responsible for the payment of any and all charges, claims or bills for provider charges or related expenses, including, but not limited to, the charges, claims, bills and expenses incurred by or on behalf of any Eligible Person. The parties agree that neither AXA nor Teleconsultation Provider shall be responsible for any such charges or related expenses.

## **SCHEDULE A**

### **Medical Conditions Treated**

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| <ul style="list-style-type: none"> <li>• Abrasions</li> <li>• Allergies</li> <li>• Arthritic Pain</li> <li>• Asthma</li> <li>• Bronchitis</li> <li>• Bruises</li> <li>• Colds and Flu</li> <li>• Cold Sores</li> <li>• Cough</li> <li>• Diarrhea</li> <li>• Fever (over age 6 months, under age 70)</li> <li>• Minor Infections (ex. skin, sore throat)</li> <li>• Insect Bites</li> <li>• Lacerations - minor</li> <li>• Lice</li> <li>• Simple Medication refill</li> </ul> | <ul style="list-style-type: none"> <li>• “Pink eye” or Conjunctivitis</li> <li>• Rashes</li> <li>• Upper Respiratory Infections (Uncomplicated)</li> <li>• Sinusitis</li> <li>• Sore Throats</li> <li>• Minor skin inflammation and infections</li> <li>• Sprains &amp; Strains</li> <li>• Stye</li> <li>• Minor Sports injuries</li> <li>• Urinary Tract Infections (simple)</li> <li>• Yeast Infections</li> <li>• Vomiting</li> <li>• Mild Dehydration</li> <li>• Ear Infections</li> <li>• Other minor conditions on a case by case basis</li> </ul> |
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### **Advice/Counseling**

General Health information regarding chronic medical conditions

Pre-Travel Advice – Vaccinations, precautions

*Any complaint deemed unable to adequately evaluate of a serious emergency nature at any point during contact will be referred for an in-person physician visit.*

### **Medical Conditions Not Treated via Consultation - Complex Medical Conditions Referred to Appropriate Facility**

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Any condition deemed to be a medical emergency</li> <li>• Serious Abdominal pain</li> <li>• Cancer</li> <li>• Severe chest pain</li> <li>• Chest pain</li> <li>• Asthma/COPD</li> <li>• Confusion/ Coma</li> <li>• Delirium</li> </ul> | <ul style="list-style-type: none"> <li>• Suicidal thoughts</li> <li>• Homicidal thoughts</li> <li>• Loss of consciousness</li> <li>• Seizure</li> <li>• Pregnancy (except morning sickness)</li> <li>• Sudden vaginal bleeding</li> <li>• Weakness (Leg/Arm/Face)</li> <li>• Stroke</li> <li>• Speech difficulty</li> </ul> |
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- Dementia
- STDs
- Broken bones
- Psychosis
- Depression
- Hallucinations
- Choking
- Severe pain
- Shortness of breath

Any complaint deemed unable to adequately evaluate or of a serious emergency nature at any point during contact will be referred for an in-person physician visit.

#### **Chronic Medical Conditions Excluded\***

- Diabetes
- Hypertension
- Kidney failure
- Liver failure
- Chronic pain

\*Advice and general health information regarding these chronic conditions is available. However, medications will not be prescribed or recommended.

#### **Medications Prescribed\*\***

- Antihistamines
- Anti-itch medications
- Anti-vomiting
- Antibiotics
- Pain medications (non-narcotic)
- Steroid creams/sprays

#### **Medications Not Prescribed**

- Opioids
- Barbiturates
- Benzodiazepine
- Amphetamines
- Anabolic steroids
- Muscle relaxants
- Psychiatric medications
- Erectile dysfunction medications
- Birth control
- Narcotics
- Any Controlled Substances/Medications

*\*\*Tele-prescribing of medications will comply with local and international regulations and may not be permitted in certain countries. In such cases, Provider will make contact with local providers or arrange the appropriate provider referral.*

## TRAVEL ASSISTANCE PORTAL AND APPLICATION

AXA will provide access to a web-based database of global medical providers and country profiles, including up-to-date security alerts, health advisories, information on immunization and visa requirements, (collectively, "Travel Assistance Portal"). The Eligible Person understands and agrees that the Travel Assistance Portal is a site of collected information put together by a third party and that such information may include the views, opinions and recommendations of individual organizations which may be of potential interest to the Eligible Person but which may not themselves be endorsed by AXA. The Eligible Person acknowledges that AXA will not be responsible for the use of, or reliance on, intelligence, advice or recommendations provided through the Travel Assistance Portal, either it is for use by the Eligible Person. AXA does not warrant that the operation of the Travel Assistance Portal or its hosting environment will be uninterrupted nor error free. The Eligible Person further agrees that due to the number of sources from which the information is obtained and the inherent hazards of electronic distribution, there may be delays, omissions or inaccuracies in such information. AXA does not warrant the accuracy, completeness, correctness, or fitness of the information supplied for any particular purpose. Eligible Persons must be advised by Company that neither the Travel Assistance Portal nor any information available on the Travel Assistance Portal is a substitute for or provide the same level of certainty as a consultation with a medical doctor. Under no circumstances will AXA be liable to an Eligible Person or anyone else for any decisions made or actions taken based upon the medical provider and other information included within the Travel Assistance Portal.

While the Parties agree that general objective of the Travel Assistance Portal is to provide accurate information in respect of medical providers and the additional information which may cause concern or possible risks to an Eligible Person, AXA does not guarantee or undertake to predict or forewarn of all events, circumstances or hazards which may be of general or specific concern to an Eligible Person, nor can AXA be held liable for failing to predict or forewarn of such events.

Some of the links on the Travel Assistance Portal may allow the user to leave the site to visit third party sites ("**Third-party Sites**"). Third-party Sites are not in any way under AXA's control. AXA does not assume any responsibility or liability for any information, content, communications, services, goods or other materials available on such Third-party Sites or for any changes or updates to such Third-party Sites. The links contained on the Travel Assistance Portal are not intended to be referrals to, or endorsements of, any Third-party Site or the entities that operate such a site, and such links are provided for convenience only.

## TERMS, CONDITIONS, AND EXCLUSIONS

**AXA Travel Assistance Services are subject to the following terms, conditions and exclusions. PLEASE READ CAREFULLY:**

The AXA Travel Assistance Program is available for Eligible Persons in traveling status. Whenever a trip exceeds 180 days, the Eligible Person is no longer considered to be in traveling status and is therefore no longer eligible for Travel Assistance Services.

Also, AXA will not evacuate or repatriate an Eligible Person without medical authorization and unless medically necessary. Mild lesions, simple injuries such as sprains, simple fractures, or mild sickness which can be treated by local doctors and do not prevent the Eligible Person from continuing his/her trip or returning home or infections under treatment and not yet healed will not be considered medically necessary.

AXA will not pay expenses related to sickness, injuries or losses of an Eligible Person resulting from:

- a) due to normal childbirth, normal pregnancy (except complications of pregnancy) or voluntary induced abortion;
- b) due to the Eligible Person's mental or nervous condition, unless hospitalized;
- c) which exceed the Maximum Benefit amount for each expense.

Non-medical services such as hotel, restaurant, taxi expenses or reimbursement for baggage loss while traveling are not included. The maximum benefit per person for Emergency Medical Transportation Services is US\$1,000,000. The maximum benefit per person for Political and Natural Disaster Transportation Services is \$100,000.

Emergency Medical Transportation Services and Political and Natural Disaster Transportation Services must be provided and arranged by AXA. No claims for reimbursement will be accepted. All emergency transportation expenses provided hereunder must be by the most direct and economical route possible.

Expenses related to Emergency Medical Transportation Services and Political and Natural Disaster Transportation Services are underwritten by a third party insurance company. AXA facilitates the delivery of emergency transportation services and facilitates payment through the third party insurance company. In connection with those Emergency Medical Transportation Services and Political and Natural Disaster Transportation Services, AXA shall be subrogated to the rights and causes of action of the person for whom Emergency Medical Transportation Services and Political and Natural Disaster Transportation Services are rendered against said insurance policy or other insurance plans. However, in the exercise of these rights, AXA agrees that it will not seek to enforce any such right of recovery against the company policyholder, any employee benefit plans covering employees of the company policyholder, MetLife, customers of MetLife and any employee benefit plans administered or insured by MetLife.

Travel Assistance Services are provided or arranged by AXA. There may be times when circumstances beyond AXA's control hinder its endeavors to provide the Travel Services. AXA will, however, make all reasonable efforts to provide Travel Assistance Services and help the Eligible Person resolve his/her emergency situation.

AXA is not responsible and cannot be held liable, for any loss or damage arising out of the acts or omission of a third party provider, including but not limited to a physician or attorney, who is not an employee of AXA, loss or damage to the Eligible Person's vehicle during the return of the vehicle, or loss or damage to any personal belongings. It is understood that the Services provided by AXA hereunder involve, in most cases, the arrangement and coordination of assistance services and health care services which are furnished by independent providers who are not employees of AXA or otherwise subject to its direction and control. Accordingly, AXA makes no warranty, express or implied, with respect to any services provided by a third party or provider and shall not be liable with respect to any act or failure to act by any such third party or provider in connection with or arising out of AXA's provision of any Services performed for or on the behalf of an Eligible Person, other than under circumstances where AXA's selection of a provider involved gross negligence, willful blindness to know or obvious risk, or intentional or willful misconduct.

Legal actions arising hereunder shall be barred unless written notice thereof is received by AXA within one (1) year from the date of event giving rise to such legal action.

A waiver of liability may be required if evacuation is not deemed by AXA's medical director to be in the best interest of the Eligible Person. A copy of the waiver is available for review.

There may be circumstances under which AXA reasonably believes that a person may be an Eligible Person but cannot verify participation after making inquiries. AXA will make reasonable efforts to validate whether the individual is eligible for assistance services, however, AXA shall not be responsible for providing services or be responsible for any costs related to travel assistance services if it cannot timely confirm the individual is eligible for services in accordance with this Agreement. In addition, AXA, Inc. shall not be responsible for or accept any expenses or liabilities related to the care of the sick or injured person or expenses or liabilities that may result from emergency transportation being denied or delayed, including, but not limited to, the death of or further injury to the individual requesting assistance.

MetLife agrees to remit \$0.12 per Eligible Person per month for Travel Assistance Services to AXA, who has contracted with MetLife to administer Travel Assistance contract management and marketing, and also billing remittance as part of MetLife's collection of Company's payments for insurance under the group insurance policy noted on page 1 of this document. AXA agrees that once MetLife has remitted payment to AXA for Travel Assistance Services, AXA may seek payment only from MetLife and not from the Company.

Cost for AXA services are part of the premium Company remits to MetLife.

AXA is not affiliated with MetLife and the Travel Assistance Services are not part of the group insurance coverage underwritten by MetLife. AXA is solely responsible for furnishing the Travel Assistance Services and MetLife shall not be responsible or liable for any acts or omissions by AXA or its agents, employees or representatives in connection with the Travel Assistance Services or performance under this Services Agreement.

Each party shall be responsible for any fines, sanctions, penalties, or fees resulting from such party's failure to comply with applicable laws and regulations. Each party shall be responsible for the payment of any and all applicable international, US federal and state, and local taxes relating to its business. In addition, AXA will not be obliged to provide any Services under this Agreement or to pay any claim or provide any other benefit hereunder to the extent that the provision of such Services, payment of such claim or provision of such benefit would expose AXA 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, United States of America or any other applicable sanctions laws or regulations.

("Sanctions Restrictions"). In addition, AXA may terminate this Agreement if the Company becomes subject to sanctions that would expose AXA to Sanctions Restrictions or fails, after notice has been provided by AXA, to terminate activities that expose AXA to Sanctions Restrictions. Further, AXA may delay the provision of Services where AXA determines that any Service, claim or benefit hereunder may involve countries or persons that are the subject of Sanctions Restrictions in order to allow AXA to ensure compliance therewith. Company has complied with and will continue to comply with all applicable laws, treaties rules and regulations, as well as the terms of Company's privacy policy, to collect, authorize and direct the transmission of data, which may include cross border transmissions and sharing of information with third parties, related to Company's individual employees, customers, clients, contractors or agents who use the Services so that AXA may provide the Services to Company. In addition, such information may be used by AXA and its affiliates to perform applicable sanction screenings.

AXA has implemented and will maintain an appropriate security program in accordance with applicable privacy and data security laws reasonably designed to: (i) ensure the security and confidentiality of Personal Information; (ii) protect against any threats or hazards to the security or integrity of Personal Information; and (iii) prevent unauthorized access to, use of or disclosure of Personal Information. "Personal Information" means information that identifies or could reasonably be used to identify an Eligible Person (e.g. names, addresses, phone numbers, social security numbers, dates of birth and similar personal information) as well as individually identifiable health information including, without limitation, all information (including demographic, medical, and financial information), data, documentation, and materials that are created or received by AXA from or on behalf of an Eligible Person in connection with the performance of Services. In the event of any unauthorized access to, use of or disclosure of such Personal Information, AXA will notify any affected individuals where such notice is required by law, consistent with applicable law and its obligations under HIPAA (if applicable) and will work with MetLife to notify any affected MetLife policyholders.

AXA Assistance USA, Inc. is an Illinois corporation and part of the AXA Group companies. For any questions or comments about AXA or its services, please contact us at [info@axa-assistance.us](mailto:info@axa-assistance.us).

AXA Assistance USA, Inc. values its clients and customers. This Agreement describes all our obligations to our customers. We thank our clients and customers for allowing us to service you.

Sincerely,  
Blessy George CEO and Country Manager

**Agreed and accepted by:**

Company: \_\_\_\_\_

By: \_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_  
Printed or Typed name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date