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1 November 2019



# Member Guide

**crisis cover**  
safety in the unexpected

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# Safety in the Unexpected

## **WELCOME TO CRISIS COVER MEMBERSHIP.**

Membership provides access to MyTrac™, a market leading 24/7 global tracking and incident response platform that provides real-time monitoring, incident management and emergency response assistance for Member's worldwide.

As a Member, You also have on-demand access to a Member only portal and a dedicated 24/7 Crisis Response Centre; where You can receive pre-and post-departure travel health, security and safety advice. Members also enjoy the peace of mind that comes with knowing travel assistance, evacuation and coordinated in-country response services can be called upon when it matters most.

Everything You need to know about the Membership is included within this document. If You are not sure of some of the definitions used, You can find them on pages 34 to 39.



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## MEMBERSHIP

The terms and conditions contained in this Member Guide, together with the Application and the Member Confirmation, govern Our provision of geolocation tracking, travel security and assistance services under the Membership. Please read through this document carefully and ensure You understand the terms of Membership, the services offered and how to access them.

Crisis Cover is a geolocating tracking, travel security and assistance membership service and not an insurance policy or financial product. The extent or nature of any response, assistance and evacuation services provided to Members will be at Our sole and absolute discretion.

We will not reimburse or indemnify You for any loss, costs or expenses.

We recommend that all Members take out a policy of comprehensive travel insurance for their Journey.

## ABOUT US

Crisis Cover is powered by FocusPoint International Inc (**FocusPoint, We, Our, Us**) and promoted and distributed by Crisis Cover Pty Ltd (ACN 632 630 187).

FocusPoint is a global risk consultancy that specialises in the full provision of travel risk management, business resiliency for multinational organisations and crisis response solutions for business and leisure travellers. Headquartered in the United States, FocusPoint maintains offices and personnel in emerging markets and key business centres throughout the world. FocusPoint is routinely engaged in 600 plus locations and 130 countries, with access to over 5,000 proprietary and vetted on-the-ground, multi-lingual, specialist crisis response teams. These specialist consultants and on-the-ground response personnel come from diverse backgrounds in law enforcement, elite military units, intelligence agencies, emergency medical and health care professions.

FocusPoint is an ISO 9001:2015 certified organisation and a member of the UN Global Compact.

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# Requesting Assistance

## IN AN EMERGENCY

If You require emergency assistance, You should immediately press the **Assist** button in MyTrac. This will give Us Your location and we will then attempt to contact You by call, SMS or email. MyTrac functionality requires data access through a cellular network or Wi-Fi connection, and location settings must be activated on your device.

You may also request assistance by:

- (a) Calling the Crisis Response Centre on **+1 786 646 9481**;
- (b) Emailing a Crisis Consultant at **assistance@crisiscover.com**;
- (c) SMS to **+61 488 840 893**; or
- (d) Sending a secure message via the Member Portal at **www.crisiscover.com/member-portal**.

You can contact Us 24 hours a day, 7 days a week.

Having the following details ready will help Us to provide You with assistance over the phone as soon as possible:

- Your Membership number (located on the Membership Confirmation emailed to You);
- Your location (country, city, hotel name) - if the Assist button in MyTrac has not been activated. If You are in a public area, find the nearest street corner or a landmark that We can use to determine where You are; and
- A contact telephone number or email address where We can reach You.

## General enquiries

For general enquiries or Membership changes not related to a request for assistance please email [support@crisiscover.com](mailto:support@crisiscover.com).

# Choice of Membership Options

The following table is a summary only of the benefits and limits applicable to the Membership Options. Please refer to the Membership Confirmation for details of Your chosen Option. Read this Member Guide in full for detailed explanations of the Benefits listed below.

Benefits	Crisis Secure	Crisis Defend
<b>MyTrac</b>	✓	✓
Geolocation tracking services	✓	✓
Real-time Health, Safety and Security Alerts	✓	✓
App-integrated Assist button	✓	✓
Proactive and manual welfare check-in	✓	✓
Multiple devices	3	3
Device tracking in event of theft	✓	✓
<b>Travel Advisory Services</b>	✓	✓
Member Portal	✓	✓
Health, Safety and Security Advice	✓	✓
Crisis Consultation Services	✓	✓
Lost Document Advice and Assistance	✓	✓
Translation and Interpretation Services	✓	✓
Emergency Message Transmission	✓	✓
Legal Referrals	✓	✓
Medical and Dental Referrals	✓	✓
<b>Overwatch &amp; Response Services</b>	✓	✓
Single Trip – Deployment*	1	1
– Evacuation*	1	1
Multi Trip – Deployment#	2	2
– Evacuation#	2	2
Response to Natural Disasters	✓	✓
Response to Political Threat	✓	✓
Response to Terrorism	✓	✓
Response to Violent Crime	✓	✓
Response to Hijack	✓	✓
Response to Kidnap for Ransom	✓	✓

Benefits	Crisis Secure	Crisis Defend
Response to Blackmail or Extortion	✓	✓
Response to Disappearance of Persons	✓	✓
Response to Wrongful Detention	✓	✓
Response to Pandemics	✓	✓
Emergency Evacuation	✓	✓
<b>Medical Assistance Services</b>	-	✓
Medical Monitoring	-	✓
Medical Emergency Transportation	-	✓
Medical Repatriation <sup>◇</sup>	-	✓
Evacuation of Children	-	✓
Transport Escort	-	✓
Advance of Emergency Medical Expenses <sup>◇</sup>	-	✓
Visit by a Family Member or Friend	-	✓
Visit Accommodation	-	✓
Assistance with Medical Payments	-	✓
Advance of Medical Transportation Expenses <sup>◇</sup>	-	✓
Repatriation of Mortal Remains	-	✓
Prescription Assistance	-	✓
Communication of Medical Records	-	✓

\* Per Member per Travel Period

# Per Member per Membership Period

◇ Subject to receipt of a Satisfactory Guarantee of Payment



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# Terms & Conditions

Crisis Cover is available in two tiers of service delivery: Crisis Secure and Crisis Defend.

By purchasing Crisis Cover, You agree to be bound by all of the terms and conditions set out in this Member Guide. These are also available at [www.crisiscover.com/member-guide](http://www.crisiscover.com/member-guide). We will use reasonable endeavours to notify You of any changes to the terms and conditions by placing a notice on [www.crisiscover.com](http://www.crisiscover.com).

When You apply for Membership, We will confirm with You details such as the Membership Period, who is a Member, the Membership Fee and which Option You selected. These details are recorded in the Membership Confirmation which will be emailed to You.

This Member Guide together with the Application and Member Confirmation, incorporated herein by reference, constitute the entire agreement between You and Us. You agree to be bound by the terms and conditions of Membership set out herein and as amended by Us from time to time.

Only travellers named on the Membership Confirmation will have access to Benefits.

We reserve the right to decline any Application or renewal at any time.

It is Your responsibility to inform Us promptly of any change in details, including Your Home address, Dependents, Emergency Contact and any other relevant information. The provision of false or inaccurate information are grounds for revocation, cancellation, or rescission of the Membership.

Memberships are non-transferable and non-refundable.

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## WHEN DOES MEMBERSHIP BEGIN AND END?

Membership must be purchased prior to commencement of a Journey. A Membership can be renewed or extended post-departure, subject to our sole discretion. Any Membership renewal or extension that You are eligible for must be applied for and purchased before Your Membership Period ends.

Membership commences when the Membership Fee is received, and We issue a Membership Confirmation (**Effective Date**).

A Member's access to MyTrac and Travel Advisory Services commences from the Effective Date.

Overwatch & Response Services and Medical Assistance Services<sup>^</sup> may only be requested whilst on a Journey (see section titled 'What is a Journey' below) that occurs within the nominated Travel Period.

Membership continues only for the period for which the Membership Fee has been paid. Membership ends at 11:59pm on the end date You nominate on the Application, and as specified on Your Membership Confirmation (**End Date**).

## WHAT IS A JOURNEY?

Whilst You will have access to MyTrac, the Member Portal and the Travel Advisory Services from the Effective Date, access to Medical Assistance Services<sup>^</sup> and Overwatch & Response Services is only available when You are on a **Journey**, which is defined as travel:

- (a) Internationally;
- (b) to a Host Country; and,
- (c) within the Travel Period as shown on Your Membership Confirmation.

## WHAT IS YOUR HOME?

Members are required to inform Us of their principal and usual place of residence in their Home Country (**Home**).

We may require You to provide Us with reasonable proof that You usually reside at the nominated Home address. Failure to do so may result in revocation, cancellation, or rescission of the Membership.

It is Your responsibility to inform Us promptly of any change to Your Home address during the Membership Period. These details may affect a Member's access to Benefits.

<sup>^</sup> Available with Crisis Defend only

## Expatriate exception

If You work or are deployed Internationally for a continuous period lasting longer than ninety (90) days, then We define You as an **Expatriate** for the purposes of this Member Guide.

Home for an Expatriate shall be the Expatriate's last residential address in their Home Country and not an address in the Host Country where the Expatriate works or is deployed. Expatriates are therefore eligible to request assistance for covered Crisis Events within their Host Country, even though they may have a usual place of residence there.

Please note that no Benefits will be provided in relation to any bodily injury or sickness sustained whilst on a Journey involving deployment as a member of the armed forces (land, sea, or air) or police force of any country or international authority.

## International Student exception

If You are enrolled and studying Internationally at a school, university or other recognised educational institution for a continuous period lasting longer than ninety (90) days, then We define You as an **International Student** for the purposes of this Member Guide.

Home for an International Student shall be the International Student's last residential address in their Home Country and not an address in the Host Country where the International Student lives and studies. International Students are therefore eligible to request assistance for covered Crisis Events within their Host Country, even though they may have a usual place of residence there.



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# What are the Benefits?

## MYTRAC

MyTrac™ is 24/7 global tracking and incident response platform that provides real-time monitoring, incident management and emergency response assistance for Member's worldwide.

MyTrac was originally designed to support the strategic objectives of multi-national organisations as a top-level component of a duty of care program for their global workforce. It is now available to leisure travellers and their families seeking the additional comfort that comes with knowing that MyTrac makes it possible for them to be exactly located in a crisis, natural disaster or terrorist event.

A significant benefit of MyTrac is the ability for Members to receive alerts and updates if crisis situations arise or develop in proximity to them. For example, if a terrorist incident occurs an alert will be sent from MyTrac to all Members within the proximity of the terrorist incident and/or who have been set up to receive alerts for the affected country. This provides Members with the most real-time information available; increasing their chances of staying out of harm's way. We may also contact those Members that are within the immediate proximity of a crisis situation to ensure they are safe and to provide advice or assistance.

The inclusion of MyTrac in a travel risk management program is based on a C4i based approach to travel safety and security. C4i is a military system used to respond to major events: relying upon accurate and timely information about situations, personnel and communications to plan, direct and coordinate outcomes. In the event of a crisis situation, MyTrac software can be activated to enable our specialist crisis response teams to find the exact geographic location of a Member's GPS enabled data connected device. This information can then be used to track and locate a Member, contact them, and initiate the necessary response services.

The MyTrac system requires no additional hardware and is installed as an app on a Member's smartphone or tablet.

In a Crisis Event, Members should immediately check they have a data or Wi-Fi connection to their device, that their tracking/privacy features are enabled, and then press the **Assist** button in MyTrac. This will provide Us with an

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updated location for the Member and an indication that they need assistance. We will then urgently contact the Member by call, SMS or email.

MyTrac has the following features and functionality:

- **Assist** button to call for response services;
- geo-locate and live track a Member's location and movements during a Terrorism threat, Political Threat, Natural Disaster, Pandemic or other crisis situation or when the Assist button is triggered;
- alerts and updates as incidents arise and develop in proximity to a Member;
- proactive and manual welfare check-in where a Member is identified by Us as being within proximity of a crisis situation; and,
- device tracking in the event of theft or loss.

MyTrac requires a data connection through a mobile network or Wi-Fi in order to function and track the mobile device. Geolocation, tracking and alert services require activation of location settings on the device.

MyTrac is available on both iOS and Android devices. Member's receive an activation code allowing the MyTrac app to be installed on up to three (3) smartphones or tablets.

## MEMBER PORTAL

All Members have unlimited access to an online member portal which provides a range of helpful resources to assist them to prepare for and manage the unexpected.

Resources available on the portal include:

- pre-trip destination-based health, safety and travel risk intelligence;
- travel guides, city information and holiday schedules;
- worldwide country dialling codes and tourism resources;
- country risk ratings and late breaking alerts; and,
- local medical and legal contact details.

The Member Portal is located at [www.crisiscover.com/member-portal](http://www.crisiscover.com/member-portal).

Members receive a unique portal login with their Membership Confirmation.

## TRAVEL ADVISORY SERVICES

During the Membership Period, You will have on-demand access to Our 24/7 Crisis Response Centre for travel and security advice.

Benefits	What is covered?
<b>Health, Safety and Security Advice</b>	Available 24/7 through the Member Portal. Access to Our 24/7 Crisis Response Centre for over the phone security and travel safety advice and assistance both pre-departure and during a Journey.
<b>Crisis Consultation Services</b>	In a Crisis Event or a Medical Emergency, You will have on-demand access to Our 24/7 Crisis Response Centre for advice.
<b>Lost Document Advice and Assistance</b>	If You lose a passport, travel documents or credit cards We will assist You to contact the issuer of the document and arrange a replacement. You will be responsible for the issuer's costs.
<b>Telephone Translation and Interpretation Services</b>	In a Crisis Event or Medical Emergency, We will, on request, provide translation and interpreter services in all major languages via the telephone.
<b>Local Translation and Interpretation Services</b>	If telephone translation and interpretation services are inadequate, We may provide access to a local interpreter to assist You in dealing with local authorities, medical professionals or other third parties.
<b>Emergency Message Transmission</b>	In a Crisis Event or Medical Emergency, We will, on request, transmit urgent messages from You to Your family, friends and/or business associates.
<b>Legal referrals</b>	We will provide names, addresses and telephone numbers of qualified legal practitioners in the area in which You are travelling. Upon request, We will confirm the availability of the legal practitioner, ascertain costs that You will be required to pay for legal advice, and make appointments for You.
<b>Medical and Dental Referrals</b>	We will provide names, addresses and telephone numbers of doctors, dentists, hospitals and clinics in the area in which You are travelling. Upon request, We will confirm the availability of the medical provider, ascertain costs that You will be required to pay for medical or dental care, and make appointments for You. <b>In a serious medical emergency, it is advisable to seek immediate local emergency help (such as an ambulance, doctor or hospital) before contacting Us.</b>

## OVERWATCH & RESPONSE SERVICES

In a Crisis Event, You will have on-demand access to Our 24/7 Crisis Response Centre for advice, requests for assistance and coordinated in-country response services.

Our primary goal when responding to a Crisis Event is to get You to safety. The provision, extent or nature of any response, assistance and evacuation services provided will be at Our sole and absolute discretion, and dependent on the nature and severity of the Crisis Event.

Benefits	What is covered?
<b>Response to Natural Disasters</b>	<p>We will provide advice and assistance in seeking safety and, if we deem necessary, We may arrange Evacuation from the area affected by the Natural Disaster. If necessary, We may coordinate with search and rescue authorities in any efforts to bring You and any Dependents to safety. We may deploy an on-the-ground Crisis Consultant(s), Security Personnel, and/or Transportation Asset to assist You to Evacuate by land, sea or air.</p> <p><b>See section titled “Evacuation due to a Crisis Event” below for additional information and conditions.</b></p>
<b>Response to Political Threat</b>	<p>We will provide advice and assistance in seeking safety and, if We determine necessary, may arrange Evacuation from the affected area. We will transmit urgent messages from You to a Consulate, Your family, friends and/or business associates (as necessary). We may deploy an on-the-ground Crisis Consultant(s) and/or Security Personnel to assist You to shelter in place and/or evacuate away from the impacted area.</p> <p><b>See section titled “Evacuation due to a Crisis Event” below for additional information and conditions.</b></p>
<b>Response to Terrorism</b>	<p>We will provide advice and assistance in relation to Your safety considerations, medical attention (if needed), and notifications to authorities. We will transmit urgent messages from You to a Consulate, law enforcement authorities such as police, Your family, friends and/or business associates (as appropriate). We may also coordinate with law enforcement in any efforts to bring You to safety. We may deploy an on-the-ground Crisis Consultant(s) and/or Security Personnel to assist You.</p>

Benefits	What is covered?
<b>Response to Violent Crime</b>	<p>If You are the victim of a Violent Crime, We will provide advice in relation to Your safety considerations, medical attention (if needed) and dealing with authorities (such as police). We will transmit urgent messages from You to Your Consulate, Your family, friends and/or business associates (as necessary). We may also coordinate with law enforcement in their investigation of the crime committed against You. We may deploy an on-the-ground Crisis Consultant(s) and/or Security Personnel to assist You.</p>
<b>Response to Hijack</b>	<p>We will provide advice to Members and their Close Relatives in relation to affecting the safe release of a Member and bringing resolution to a Hijack event. If necessary, We may coordinate with law enforcement and/or government officials in any efforts to bring a Member to safety. We may deploy an on-the-ground Crisis Consultant(s) and/or Security Personnel to coordinate with and advise Members and their Close Relatives.</p>
<b>Response to Kidnap for Ransom</b>	<p>We will provide advice to You and Your Close Relatives in relation to affecting the safe release of a Member and bringing resolution to a Kidnap event. If necessary, We may coordinate with law enforcement and/or government officials in any efforts to bring You and/or any Dependents to safety. We may deploy an on-the-ground Crisis Consultant(s) and/or Security Personnel to coordinate with and advise You, Your Close Relatives and Dependents.</p> <p><b>The reimbursement or advance payment of a Ransom / extortion payment is not available.</b></p>
<b>Response to Blackmail or Extortion</b>	<p>We will provide advice to You to investigate and bring resolution to a Blackmail or Extortion threat directly impacting a Member. If necessary, We may coordinate with law enforcement and/or government officials in any efforts to investigate the Blackmail or Extortion attempt. We may deploy an on-the-ground Crisis Consultant(s) and/or Security Personnel to coordinate with and advise You.</p>
<b>Response to Disappearance of Persons</b>	<p>We will provide advice to You and Your Close Relatives in relation to an investigation into and resolution of the disappearance of a Member. If necessary, We may coordinate with law enforcement and/or government officials in any efforts to locate the missing person(s). We may deploy an on-the-ground Crisis Consultant(s) and/or Security Personnel to coordinate with and advise You and Your Close Relatives.</p>



Benefits	What is covered?
<b>Response to Wrongful Detention</b>	<p>We will provide advice to You and Your Close Relatives in the event You or a Dependent is wrongfully detained by authorities. We may deploy an on-the-ground Crisis Consultant(s) to advise You, and to liaise with local legal representatives, law enforcement and/or government officials. We will transmit urgent messages from You to a Consulate, Your family, friends and/or business associates (as necessary). We will also provide referrals to local lawyers, attorneys, and interpreters (if needed). If required in a Wrongful Detention situation, We may advance legal costs and expenses to You or Your legal representatives as soon as practicable following receipt of a Satisfactory Guarantee of Payment.</p>
<b>Response to Pandemics</b>	<p>We will provide advice and assistance in relation to medical and safety precautions and, if we deem necessary and appropriate, We may arrange Evacuation from the area affected by the Pandemic or transportation to appropriate medical facilities. If necessary, We may coordinate with authorities in any efforts to bring You safely out of an area affected by a Pandemic. We may deploy an on-the-ground Crisis Consultant(s) and/or Transportation Asset to assist You.</p> <p><b>See sections titled “Evacuation due to a Crisis Event” and “Evacuation in a Pandemic” below for additional information and conditions.</b></p>

## Deployment of on-the-ground specialists

In accordance with this Member Guide, We provide a range of services designed to keep You safe in the event You are in danger due to a range of emergency and security incidents, including terrorism, natural disasters and events of political instability. The provision, nature or extent of the services we provide will be at Our sole and absolute discretion, and dependent on the nature and severity of the Crisis Event.

If You are in danger due to a Crisis Event, We will act rapidly to assist You. Upon being alerted to Your situation We will work to determine the best course of action to ensure Your safety. This will be coordinated by Our experienced in-house crisis management and emergency response experts, Our security analysts as well as Our network of vetted in-country response teams. Our response may include arranging the deployment of on-the-ground specialists such as Crisis Consultant(s), medical personnel, Security Personnel, and/or Transportation Assets.

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A non-exhaustive list of factors We may consider in exercising Our discretion whether to deploy on-the-ground emergency response specialists include: (i) whether events have created a situation in which You and Your Dependents are in danger of imminent grievous bodily harm; (ii) Your ability to obtain commercial transport to evacuate to a safe location to avert imminent grievous bodily harm; (iii) Your ability to seek or rely upon assistance from local authorities such as the police; (iv) Your mental or psychological state and that of Your travelling companions; (v) the health and safety risks to Our Personnel, including the risk of physical harm to or detention of them; (vi) warnings or travel restrictions issued by the United States Department of State or other similar foreign government agencies; (vii) the extent to which a Host Country may be at or affected by war; (viii) Your access to travel insurance benefits and services; and (ix) applicable law.

In the event You are in an area in which political and military events, nuclear accident, natural disaster, pandemic, or interference by authorities inhibits Our ability to deploy on-the-ground resources, We will nonetheless use all reasonable efforts to provide services to You, but without placing Our Personnel in circumstances that may result in serious bodily harm, arrest or detention or cause Us to breach any law or regulation. In such circumstances, We may be limited to providing assistance, advice and guidance to You, and making local arrangements for You, via telephone or electronic means only.

### Evacuation due to a Crisis Event

In the event of Political Threat, Natural Disaster or Pandemic, or following the perpetration against a Member of an act of Terrorism, Violent Crime, Hijack, Kidnap, Blackmail or Extortion, or a Wrongful Detention, We may, at Our sole and absolute discretion, arrange and pay to Evacuate You to the nearest safe location or to Your Home Country. A non-exhaustive list of factors We may consider in exercising our discretion include whether: (i) security, military, law enforcement, political/civil activity, environmental or biological events have created a situation in which You are in danger of imminent grievous bodily harm to the extent that We consider You must be Evacuated for Your safety; (ii) there is commercial transport available to transport You to the nearest safe location within time to avert imminent grievous bodily harm, or to comply with the time allowed by the relevant government to leave the Host Country; (iii) officials of

the Host Country or Your Home Country, for reasons other than medical, have issued a recommendation that travellers should evacuate such Host Country; (iv) You have been expelled or declared persona non grata in writing by the authority of the government of such Host Country; and (v) applicable law.

Evacuation may be by land, sea or air subject to availability of transport, the prevailing local conditions and situation, and Our discretion. In the event an Evacuation is impossible due to hostile conditions, We will maintain contact with You and provide advice and guidance until Evacuation becomes possible or the emergency is concluded.

You must have the proper documentation to evacuate the country You are in. We will assist You and Your family to make the necessary arrangements.

If We determine that air transportation is the best course of action to Evacuate You, the timeframe is dependent on aircraft and infrastructure availability, required permits and visas for the respective country/ies and other factors that may be beyond Our control. Due to limited space available on evacuation aircraft, You may be limited to one small carry-on bag. In most cases, pets will not be allowed on evacuation aircraft. You will need to make Your own arrangements for pets.

In the event of an Evacuation, We will pay Service Providers directly for reasonable and customary charges of the Evacuation. These charges will be at Our sole and absolute discretion and only paid if You or Your family have no other benefit in place (such as travel insurance) that would otherwise cover the expense. We may seek confirmation of this in the event a request for Evacuation is made or we believe it is required. In the event such benefits are in place, We shall be entitled to seek payment for or reimbursement of the cost of Our services from the benefit provider or insurer. We may request You to provide a Satisfactory Guarantee of Payment for Service Provider costs.

### Evacuation in a Pandemic

Evacuation in the event of a Pandemic may be restricted by government authorities limiting the movement of persons in order to control the outbreak.

If You have been exposed to an infectious or contagious disease, and without limiting Our discretion, We may decline to assist You to evacuate from, or to move within, the area until You have been cleared by the proper authorities.

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## MEDICAL ASSISTANCE SERVICES

In the event of a Medical Emergency during a qualified Journey, Crisis Defend Members will have on-demand access to Our 24/7 Crisis Response Centre for advice, assistance and requests for Medical Repatriation services.

The provision, extent or nature of any response, assistance, evacuation or repatriation services provided will be at Our sole and absolute discretion, and dependent on the nature and severity of the Medical Emergency.

Benefits	What is covered?
<b>Medical Monitoring</b>	When notified of Your Medical Emergency, Our multilingual staff will attempt to contact You and Your attending medical personnel. We will seek to obtain a detailed understanding of Your medical condition so that We can assist You and Your family to be informed and make decisions. We will monitor Your condition and communicate with Your family until Your Medical Emergency is resolved or You return to Your Home Country.
<b>Medical Emergency Transportation</b>	We may arrange for Your medical transportation in the event of a Medical Emergency. Transportation will be performed under medical supervision and shall be to the nearest medical facility capable of providing adequate care. We will make all necessary arrangements for ground or air transportation to and from the medical facility, as well as pre-admission arrangements, where possible, at the medical facility. We may also arrange for a medical escort(s) to accompany You if medically necessary.
<b>Medical Repatriation</b>	Following a Medical Emergency, and upon receipt of a Satisfactory Guarantee of Payment, We may arrange, if medically necessary and authorised by an Attending Physician, transportation for You from the medical facility where You are receiving medical treatment to a Home Hospital. We will make all necessary arrangements for ground and air transportation to and from the hospital, as well as pre-admission arrangements, where possible, at the receiving hospital. We may also arrange for a medical escort(s) to accompany You if medically necessary.  <b>See section titled “Medical Repatriation” below for additional information and conditions.</b>

Benefits	What is covered?
<b>Evacuation of Children</b>	If You are travelling with a Dependent(s), and they would be left unattended because of Your hospitalisation or death, We may arrange the return of such Dependent(s) to Your Home. If necessary, We may also arrange for a qualified attendant to accompany the Dependent(s). Air transportation shall be by one-way economy class ticket on a commercial airline. Once the return process has been initiated, we will also arrange and pay for reasonable hotel accommodation for the Dependent(s) during their journey Home for a period of up to seven (7) nights (including meals and reasonable expenses such as telephone charges, Wi-Fi and laundry but excluding other personal services).
<b>Transport Escort</b>	We may arrange for one family member, companion or travel escort to accompany You during a Medical Repatriation, if possible and subject to that person being in the area where You are hospitalised at the time of the Medical Repatriation.
<b>Advance of Emergency Medical Expenses</b>	In a Medical Emergency, We may advance medical expenses to You or Your treating medical facility as soon as practicable following receipt of a Satisfactory Guarantee of Payment.
<b>Visit by a Family Member or Friend</b>	If You are hospitalised whilst on a Journey for a period in excess of three (3) days, or You are in a critical condition as determined by an Attending Physician, We may arrange the transportation of one family member or friend designated by You from the person's home to the medical facility where You are hospitalised. Air transportation shall be by one-way economy class ticket on a commercial airline.
<b>Visit Accommodation</b>	If We arrange a Visit by a Family Member or Friend, We may also arrange and pay for reasonable hotel accommodation for the person(s) for a period of seven (7) nights (not including expenses such as meals, telephone charges, Wi-Fi and personal services).
<b>Assistance with Medical Payments</b>	Following a Medical Emergency, We will assist You by coordinating notifications to Your travel insurers, medical insurers or managed care organisations. Services include verifying policy enrolment, confirming medical benefits coverage, assisting in the coordination of multiple insurance benefits, and handling claims paperwork flow for You.

Benefits	What is covered?
<b>Advance of Medical Transportation Expenses</b>	If required in a Medical Emergency, We may advance medical transportation expenses to You or the transport provider as soon as practicable following receipt of a Satisfactory Guarantee of Payment.
<b>Repatriation of Mortal Remains</b>	If a Member dies whilst on a qualified Journey, We may arrange for the return of their mortal remains to the Home Country. We may coordinate and arrange all necessary government authorisations, documentation, embalming, coffin, and means of transportation. <b>See section titled “Repatriation of Mortal Remains” below for additional information and conditions.</b>
<b>Prescription Assistance</b>	If a Member forgets, misplaces and/or loses their prescribed medication during a qualified Journey, We will contact the Member(s) home physician to attempt to coordinate the issuance of required medications, and/or contact a local pharmacy to assist in the replacement of medications where possible.
<b>Communication of Medical Records</b>	In a Medical Repatriation, We may arrange and pay the cost of transporting or transmitting Your medical records from the treating hospital to Your Home or another agreed location in the Home Country.

## Medical Repatriation

Medical Repatriation services require a Satisfactory Guarantee of Payment covering the Service Provider and other third-party costs of the Medical Repatriation.

In the event We arrange a Medical Repatriation, We will pay Service Providers directly for reasonable and customary charges of the Medical Repatriation and recharge those costs in accordance with the Satisfactory Guarantee of Payment.

To satisfy the requirements for Medical Repatriation by air (if we determine necessary), both the originating and receiving hospitals must be accessible by ground ambulance to transport You to and from an airfield capable of accommodating a Dedicated Medical Aircraft or a Commercial Medical Aircraft.

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The timeframe for medical transport will, among other things, be dependent on aircraft availability, required permits and visas for the respective countries and any other factors that may be beyond Our control. You must have the proper documentation to evacuate the country You are in and return to the Home Country. We will assist You and Your family to make the necessary arrangements.

### Commercial Medical Aircraft

If available and medically appropriate, We may arrange for medical transport via a commercial airline (operating on a regular route) in business class seating, in the care of an authorised commercial medical escort.

### Dedicated Medical Aircraft

If You are unable to be transported by a Commercial Medical Aircraft, then (subject to availability) We may arrange a private dedicated medical aircraft, such as an air ambulance, to transport You.

One (1) healthy travelling companion may accompany You on the Dedicated Medical Aircraft service provided space is available and Your care will not be compromised as a result. Due to limited space available on medical aircraft, You and any accompanying travelling companion will be limited to one small carry-on bag each.

### Transport Criteria

The decision to transport or medically repatriate You, and selection of the suitable mode of transportation, and all arrangements shall be at Our sole and absolute discretion, subject to the opinions of any Attending Physician and also dependent on the nature and severity of the Medical Emergency.

We will require a medical assessment to be completed in order to determine Your suitability and stability for transport. The medical assessment will require a consultation between an Attending Physician, who will provide a final or interim diagnosis, and one of Our medical practitioners, who will review and evaluate that diagnosis.

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You must be medically stable for medical transport. Assuming all other medical transport criteria are met, If You are initially considered medically unstable for transport to the Home Hospital, We may elect to transport You to an alternate medical facility for initial stabilisation. After this initial stabilisation period, and provided all other medical transport criteria are met, We may arrange continued transport to the Home Hospital.

We may request that You meet the cost of any transport by asking You to provide a Satisfactory Guarantee of Payment.

### Cruise Ships

Due to the limited medical facilities and testing available on cruise ships, a ship must be docked and/or a Member must first be admitted to a medical facility onshore before We can arrange any medical transportation.

### Repatriation in a Pandemic

Repatriation in the event of a Pandemic may be restricted by government authorities limiting the movement of persons in order to control the outbreak.

If You have been hospitalised due to an infectious or contagious disease, and without limiting Our discretion, We may decline to repatriate You until You have been cleared by the proper authorities.

### Repatriation of Mortal Remains

In the event a Member dies during a Journey, We may arrange and pay the reasonable and customary charges for the return of their mortal remains to the Home Country (**Repatriation of Mortal Remains**). The repatriation and associated charges will be at Our sole and absolute discretion and only paid if You or Your family have no other benefit in place at the time of death (such as travel insurance) that would otherwise cover this expense. We may seek confirmation of this in the event a request for Repatriation of Mortal Remains is made or is required. In the event such benefits are in place, We shall be entitled to seek payment for or reimbursement of the cost of Our services from the benefit provider or insurer.



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If Repatriation of Mortal Remains services are provided by Us, the benefit includes payment of costs for:

- domestic and international paperwork and fees;
- preparation of remains for transport;
- transport container (ie. coffin);
- ground and airline transport of remains from the referring funeral home to a funeral home in the Home Country; and,
- one death certificate.

Should a Home Country or insurer intervene and provide for the return of a Member's mortal remains, this action will (unless otherwise expressly agreed by Us), supersede any paid benefits offered by Us.



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# Service Limitations

Our geolocation tracking and information services enable Members to prepare for the unexpected and avoid crisis situations that can arise during travel. If the unexpected should happen, our objective is to get You to safety and limit the impact or potential impact of the event on You and the disruption it causes to Your Journey. However, the extent or nature of any response, assistance and evacuation services provided will be at Our sole and absolute discretion. We reserve the right to refuse to provide or to limit Our services at any time.

Without limiting Our discretion in relation to the provision of services, set out below are some specific limitations and exclusions.

## Service exclusions

Due to the high risk of sending Our Personnel into countries where the United States Department of State or other similar foreign government agencies have issued travel restrictions, a physical response by Crisis Consultants, Security Personnel or Transportation Assets may at times be delayed, limited or prohibited.

In the event We are unable to fully deploy personnel due to health and safety risks, government restrictions or other reasons, We will nonetheless use all reasonable efforts to provide services to You, without placing Our Personnel in circumstances that may result in serious bodily harm, arrest or detention or cause Us to breach any law or regulation, including those indicated under sanctions of the United States Office of Foreign Assets Control. In such circumstances, We may be limited to providing assistance, advice and guidance to You, and making arrangements for You, via telephone or electronic means only.

You recognise that obstacles and circumstances beyond Our control may affect the level of service We can provide. We shall not be held responsible for failure to provide services or for delays caused by strikes or other conditions beyond Our control including, but not limited to, weather and flight conditions, where rendering of service is prohibited by local laws, governments or regulatory agencies, or any inability to obtain or delay in obtaining passports, visas or exit documentation.

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Our ability to provide services to Members on cruise ships at sea will be subject to communication limitations, on-board medical facility limitations and evacuation and transportation impediments. We may be unable to evacuate Members from, or deploy Our Personnel to, a vessel that is at sea or underway.

Without limiting our discretion in relation to the nature or extent of services that may be provided, we may specifically decline to provide services to You if and/or when:

- a Crisis Event or Medical Emergency occurs or arises outside of a qualified Travel Period;
- the request for services relates to a Crisis Event or Medical Emergency that occurs or arises in Your Home Country;
- a Crisis Event or Medical Emergency occurs or arises whilst You are outside of a Host Country;
- You have engaged in any actual or alleged violation of the laws of the Host Country or failed to maintain and possess duly authorised and issued documents and visa, unless We determine that such allegations were intentionally false, fraudulent, or malicious and made solely to achieve a political or propaganda purpose or to have a coercive effect upon or at Your expense;
- In respect of Kidnap, Blackmail or Extortion:
  - You are Kidnapped by a member of Your family, or as a result of a domestic dispute;
  - You have had Kidnap insurance cancelled or declined in the past;
  - You have ever been Kidnapped, Blackmailed or Extorted in the past; or
  - the Kidnapping, Blackmail or Extortion occurs in a Home Country;
- You commit or attempt to commit a criminal act or engage in an illegal activity as defined by Your Home Country;
- In relation to evacuation or transportation services or the deployment of Our Personnel to an area, if You have a diagnosis of, or are suspected of having:
  - a Biosafety Class Level 3 (and above) pathogen as classified by either the Centres for Disease Control and Prevention (CDC) or the National Institutes of Health (NIH); or
  - tuberculosis or other chronic airborne pathogens;

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- If You travel to a location which any of the following have advised against all travel: The United States Department of State, the Foreign Office of Canada, Australian Department of Foreign Affairs and Trade, the foreign affairs department of a Member's Home Country, or Us;
  - There is a war, whether declared or not, between any of the following countries: China, the United Kingdom, the Russian Federation and the United States of America; OR war in Europe; OR war between any members of European Union, whether declared or not, other than a civil war;
  - If You travel to an area where there is an active enforcement action by or on behalf of the United Nations, in which any of China, the United Kingdom, the Russian Federation or the United States of America or any of their armed forces are engaged;
  - In respect of evacuation services, You are being expelled or declared persona non grata due to: (i) the commercial failure, debt, insolvency, or the repossession of any property of, or any other financial default by, a Member; (ii) a Member's failure to honour any contractual obligation or any condition of a license; (iii) a Member's failure to properly procure or maintain work, immigration, residence or similar visas, permits or other documentation; (iv) any alleged violation by a Member of the laws or regulations of the Host Country, unless We determine that such allegations were intentionally false, fraudulent and malicious and made solely and directly to achieve a political or propaganda purpose or to have a coercive effect upon or at Your expense.

We will decline to provide services to You if participate in or support, or You are suspected of participating in or supporting, a terrorist organisation, as proscribed by the United Nations, the United Kingdom, Australia or the United States of America, and whether or not in a military or humanitarian capacity.

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## NOT AN INSURANCE POLICY

Crisis Cover is a geolocation tracking, travel security and assistance membership service and not an insurance policy or financial product. The extent or nature of any response, assistance and evacuation services provided to Members will be at Our sole and absolute discretion.

Crisis Cover does not provide any indemnity for loss or reimbursement of costs incurred by You or any other person acting on Your behalf. Where payment for services is required in the delivery of Benefits, We will pay directly to the Service Provider the reasonable and customary costs and charges We negotiate with them.

Crisis Cover provides Members with the ability to access the Benefits and services applicable to their selected Membership Option. Crisis Cover neither reimburses nor indemnifies Members for any loss, costs or expenses they may incur, whatsoever. Without limiting the foregoing in any way, Crisis Cover does not provide any cover or protection for:

- Service Provider and other third-party costs associated with a Medical Repatriation;
- direct or indirect financial loss;
- loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
- any loss or expense incurred or suffered by a Member resulting or arising from bodily injury or damage or any consequential loss arising therefrom;
- Ransom or extortion payments (or provide for any advance thereof);
- medical costs or expenses;
- lost luggage or personal effects;
- any loss or expense incurred or suffered by a Member arising from curtailment or delayed return from a Journey; or
- reimbursement of any other costs and expenses incurred by a Member on a Journey, or as a result of or arising from a Crisis Event.

We recommend that all Members take out a policy of comprehensive travel insurance for their Journey to provide protection against financial loss.

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## MAXIMUM BENEFIT LIMITS

The extent or nature of any Deployment, Evacuation and Repatriation services provided to Members will be at Our sole and absolute discretion. Without limiting this, the maximum Benefits applicable to Deployment and Evacuation services are set out below.

If a limit is exceeded, a Member must pay the cost for Us to provide services to them in excess of the limit.

### Deployments

On-the-ground response benefits for non-medical related events are limited to:

Option	Single-Trip	Multi-Trip
<b>Crisis Defend</b>	One Deployment, per Member, per Travel Period	Two Deployments, per Member, per Membership Period
<b>Crisis Secure</b>	One Deployment, per Member, per Travel Period	Two Deployments, per Member, per Membership Period

Each Deployment is also limited to a maximum duration of forty-five (45) calendar days of assistance and response services.

Deployment Benefits are not cumulative across a travelling group. A single or coordinated deployment response to a Crisis Event, made to Members travelling together, shall be a Deployment to each Member.

### Evacuation benefits

Evacuation benefits for non-medical related events are limited to:

Option	Single-Trip	Multi-Trip
<b>Crisis Defend</b>	One Evacuation, per Member, per Travel Period	Two Evacuations, per Member, per Membership Period
<b>Crisis Secure</b>	One Evacuation, per Member, per Travel Period	Two Evacuations, per Member, per Membership Period

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## MYTRAC AND THE MEMBER PORTAL

### Limitations

MyTrac's functionality requires access to Wi-Fi and cellular communication networks; therefore, the service is inherently subject to local transmission and reception limitations. MyTrac may become limited or temporarily unavailable without notice from time to time due to any number of reasons associated with satellite, Wi-Fi and cellular communications networks and systems that are outside of Our control. Access to cellular communication networks may be limited or unavailable in developing countries, in remote or wilderness areas, underground, at sea, or while inside buildings or other structures.

MyTrac's functionality may also include GPS functions in devices that are attempting to collect location specific services directly from a GPS satellite. Such devices may need a clear view of the sky to obtain a GPS signal and provide the most accurate location information. They may not be reliable indoors, underground, or in very dense woods, or other areas where the view of the GPS satellite network is not available. For cellular based devices that rely on assisted GPS software, Wi-Fi should be enabled to better provide an accurate position, however, while inside buildings or other structures, or in dense urban areas, Your position accuracy can be affected.

### False, accidental or frivolous Assist alerts

Members should take care to avoid sending false, accidental or frivolous Assist alerts. You will be solely responsible for any charges that may be assessed by authorities, emergency or search and rescue responders activated by Us in response to false or accidental Assist alert signals issued from Your device.

### Password security

As part of using MyTrac and the Member Portal, Members may be asked to set-up or may be allocated a username and password. You are responsible for maintaining the confidentiality of Your username and password and are responsible for all activities that are carried out under them. Unless necessary in a Crisis Event, a Member shall not permit any other person to access or use MyTrac and the Member Portal using their username and password.

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We will not be responsible for losses suffered by You where Your username or password is used by someone else. You agree to notify Us immediately if you become aware of or suspect any unauthorised use of Your username and password.

You agree that in using MyTrac and the Member Portal You will not:

- use them for any unlawful purpose or in a way which infringes the rights of anyone else or restricts or inhibits anyone else's use and enjoyment of them;
- use them in any way that interrupts, damages, impairs or renders MyTrac or the Member Portal less efficient;
- impersonate any other person (living or dead), misrepresent Your connection with a person or entity, or provide false or otherwise misleading information;
- transfer files that contain viruses, trojans or other harmful programs;
- authorise, encourage or assist any other person to copy, modify, reverse-engineer, decompile, disassemble, alter or otherwise tamper with any software (including source code), databases and other technology that forms part of MyTrac or the Member Portal;
- remove or obscure any proprietary rights notices, copyright notices or trademarks associated with MyTrac or the Member Portal;
- penetrate or attempt to penetrate MyTrac's or the Member Portal's security measures; or
- email, publish or otherwise disseminate any content which is defamatory, obscene, or may have the effect of being harassing, threatening or abusive to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability or that is otherwise inappropriate.

Any suspected illegal, fraudulent or abusive activity may be grounds, but are not exclusive grounds, for terminating Your use of MyTrac or the Member Portal. This shall not limit Our right to take any other action against a Member that We consider appropriate to defend Our rights or those of any other person.



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## User licence

Starting from the Effective Date and ending on the End Date, We will grant You a non-exclusive, non-transferable, revocable, worldwide licence to access and use MyTrac and the Member Portal subject to terms and conditions of this Member Guide.

## Intellectual Property Rights

You are permitted to download and print content from the Member Portal solely for your personal use. Content must not be copied or reproduced, modified, redistributed, used or otherwise dealt with for any other reason without Our express written permission. You are specifically not entitled to use the content of MyTrac and the Member Portal for commercial exploitation in any circumstances.

MyTrac and the Member Portal utilise proprietary software, communications solutions, intellectual property, images, logos, policies and procedures owned by Us and other third parties. By utilising MyTrac or the Member Portal, You agree there is no transfer of ownership of or grant of license to any of these, including any intellectual property owned by Us or another third party.



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# Other important information

## Membership number

It is important to retain the membership number set out in the Membership Confirmation in a safe place, and to also share it with the Emergency Contact(s), and any other family or friends that You may rely upon to assist in a Crisis Event. The membership number may be required to confirm active membership and eligibility for response. Failure to confirm active membership status may result in a delay or denial of service.

## Emergency Contact

The **Emergency Contact** is the person or persons identified to Us during enrolment (or after) as the primary person who will be making decisions on behalf of a Member in the event the Member becomes incapacitated.

In the event that a Member is unable to make decisions, We will attempt to contact the Emergency Contact for the purposes of making decisions for the Member in regard to any items or services set forth in this Member Guide.

If You are incapacitated, You hereby give informed consent for Us and the Emergency Contact to make decisions about the transportation and medical care We provide to, or arrange for, You. You understand, agree and accept that We may, in Our sole and absolute discretion (a) follow the decisions and wishes of the Emergency Contact whilst You are incapacitated; (b) exercise Our professional judgment to make decisions or recommendations about Your medical care, health, safety and security and/or (c) If You fail to specify an Emergency Contact or Your Emergency Contact is incapacitated or uncontactable, follow decisions about those matters that are made by a Close Relative and/or any other person holding lawful power of attorney over Your affairs.

## Additional costs

Crisis Cover is a geolocation tracking, travel security and assistance membership service and not an insurance policy. We do not provide for indemnity for loss or reimbursement of costs incurred by You or any other person acting on Your behalf.

In the event We deploy a Crisis Consultant, Security

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Personnel or Transportation Asset to You, We will pay directly to them, or reimburse them or other third parties for, certain costs incurred during the response to the Crisis Event.

These costs may include:

- emergency evacuation costs;
- legal referrals and fees;
- fees and expenses of an independent interpreter;
- costs of food, travel and accommodation; and,
- expenses for emergency medical care.

Any costs associated with a Deployment to the impacted location to manage a required response are paid by Us at Our discretion.

## Requests for Services

You will be required to reimburse Us for the cost of any services, including medical transport or repatriation services, requested by You or an Emergency Contact or a Close Relative (as the case may be) that are not included in, or not provided by Us in accordance with the terms and conditions of, this Member Guide. We will provide a quote setting out the cost of an such requested services. We may, at Our discretion, require a Satisfactory Guarantee of Payment before such additional services are provided, and We are under no obligation to provide the requested services if one is not received.

## Privacy

We collect Your personal information, and in some cases Your sensitive information (including but not limited to, financial information and protected health information (as may be defined by applicable law) such as medical records, histories, examinations and tests, medical images, photographs, x-rays, output data from medical devices and sound and video files), in order to arrange and manage Your Membership or to provide You with related services. We will only collect personal and sensitive information from You or from those authorised by You.

We may disclose Your personal and sensitive information to Our Personnel, to the product promoter and distributor Crisis Cover Pty Ltd, and other third parties involved in the provision of services to You, such as travel agents and consultants, travel insurance providers, insurers, medical and health service providers, legal and other professional advisers, Your and Our agents. We may also provide such

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information as required to emergency responders including details of any Assist alert triggered in MyTrac, your name, location and any message history. We may also provide information regarding your data transmissions to your immediate family members, provided emergency contacts, Your Consulate and/or search and rescue or emergency responders should we determine necessary. Many of these third parties will be located in foreign countries.

Our Privacy Policy details how We collect, use, store and disclose Your personal and sensitive information as well as how You can seek access to and correct Your personal information or make a complaint. You may not access or correct personal information of others unless You have been authorised by them or are authorised under law or they are a Dependent.

By providing Us with Your personal and sensitive information You consent to Us collecting, using, storing and disclosing it in accordance with Our Privacy Policy. If You don't provide all of the personal and sensitive information We have requested, We may not be able to provide You with Our services or enrol You as a member.

If You submit, upload, post or transmit any protected health information, to Us in connection with a Membership, and whether those records are about You or another Member, You represent and warrant to Us that You have the legal right and authorisation to do so and You further authorise the use of that protected health information by Us in connection with the provision of services to You or a Dependent.

Please refer to [www.crisiscover.com/privacy-policy](http://www.crisiscover.com/privacy-policy) for additional information.

### Consent to record communications

We may monitor or electronically record communications between You and Us (including Our Personnel). By enrolling as a Member, You specifically authorise Your communications with Us (including Our Personnel) to be recorded and utilised for quality control or other purposes, including for the provision of services to You.

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## Informed Consent for Transport and Treatment

You hereby give informed consent for any transportation and medical care We provide to, or arrange for, You. You understand and accept the benefits and risks associated with the transportation, security, medical care and telemedicine services that may be requested and/or provided pursuant to this Member Guide.

You understand and accept that medical care, including emergency care, may be initiated during transport, should such care become necessary in the professional judgment of attending medical professionals.

You agree to read and execute all forms, waivers, releases and other necessary documents We may require prior to receiving services. You understand that We shall not be obligated to provide services of any kind if all requested documents are not read and executed by You.

## Sanctions

We shall not be deemed to provide services or any benefit hereunder to the extent that the provision of same would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

## Interpretation / Choice of Law / Waiver of Jury Trial / Damages

The interpretation of this document is governed by the laws of the state of Ohio, USA, and any dispute between You and Us shall be finally resolved by the Courts of the State of Ohio. By purchasing Crisis Cover You agree to waive Your right to trial by jury and agree to waive Your right to punitive, exemplary, non-economic and consequential damages.

Except for any rights that You are entitled to by law, We accept no responsibility for any loss or damage to You or Your property. We, Our Personnel, Our subsidiaries and Crisis Cover Pty Ltd, will not be liable for any indirect or consequential loss, including loss of income or any other expenses, or damage that arises from providing, or failing to provide, any services. You agree that Your rights to recover damages at law are limited to the reimbursement of Membership Fees paid.

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There shall be no right or authority for any claims under this document to be arbitrated on a class action or consolidated basis or on bases involving claims brought in a purported representative capacity on behalf of the general public (including, but not limited to, as a private attorney general).

We recommend that all Members take out a policy of comprehensive travel insurance for their Journey to provide protection against financial loss.

## Changes

We reserve the right to change or amend the terms and conditions of Membership without prior notice. We will use reasonable endeavours to notify You of any changes to the terms and conditions by placing a notice on [www.crisiscover.com](http://www.crisiscover.com). We are solely responsible for the interpretation and application of the terms contained in this Member Guide. All determinations by Us shall be final and conclusive.

We can make changes or updates to MyTrac and its associated services in order to comply with applicable laws, to maintain or improve MyTrac, or for other business reasons, without notice to you and without liability for any changes in your ability to use MyTrac, including device compatibility issues, as a result thereof. These changes and updates may take the form of bug fixes, enhanced functions, new software modules and completely new versions. We reserve the right to require You to update to or to install the most recent MyTrac version in order to continue to obtain or access its services.

## Entire Agreement

This Member Guide, the Application and the Membership Confirmation, and any amendments thereto constitute the entire agreement between Us and You with regard to the subject matter and supersede all previous understandings and agreements, whether oral or written.

# Definitions

The following definitions are used throughout this Member Guide and apply to a Membership. Plurals and other forms of these words shall have the same meaning.

Term	Definition
<b>Application</b>	means the membership application form and all information provided by You at the time of applying for and purchasing a Membership.
<b>Attending Physician</b>	means a licensed registered medical practitioner responsible for Your care at a hospital or medical facility where You are located.
<b>Benefits</b>	means the services, allowances and limits set out in this Member Guide that are applicable to a Membership.
<b>Blackmail or Extortion</b>	the making of illegal threats specifically to: (i) kill, injure or abduct a Member; (ii) damage property belonging to or in the possession of a Member; (iii) cause physical harm to a Close Relative of a Member; (iv) disseminate, divulge or use trade secrets or confidential information or images belonging to or in the possession of a Member; or (v) disseminate, divulge or publish confidential information or images belonging to or concerning a Member, by persons who then demand a Ransom from a Member as a condition of not carrying out such threats.
<b>Close Relative</b>	means Your spouse, de facto, partner, parent, parent-in-law, daughter, son, daughter-in-law, son-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, grandparent, stepparent, step-son, step-daughter, foster child, fiancé, fiancée or legal guardian.
<b>Commercial Medical Aircraft</b>	means a commercial airline operating on a normal flight route.
<b>Consulate</b>	means the diplomatic mission of a Home Country that is in or responsible for the Host Country.
<b>Crisis Consultant</b>	an employee or contractor engaged by Us as responsible for planning and implementing a response to a Crisis Event.
<b>Crisis Cover Pty Ltd</b>	Crisis Cover Pty Ltd (ACN 632 630 187), the promoter and distributor of this product. You acknowledge and agree that Crisis Cover Pty Ltd is not responsible for the provision of services and benefits to You.

<b>Term</b>	<b>Definition</b>
<b>Crisis Event</b>	<p>means any decisive, unstable or crucial time resulting from an unforeseen event, which has directly caused or has the potential to cause serious bodily harm, detention or death to You and / or a Dependent during a Journey, but excluding a Medical Emergency.</p> <p>Any Crisis Event arising out of, based upon, or attributable to related, continuous or repeated events shall be treated as a single crisis event.</p>
<b>Dedicated Medical Aircraft</b>	means a private air ambulance or aeromedical service chartered by Us.
<b>Departure Date</b>	means the date nominated by You on the Application for the commencement of a Journey, being the time You will leave a port, airport or border crossing in Your Home Country for the purpose of travelling Internationally. For a Multi-Trip, the date nominated shall be the date for commencement of Your first Journey within the Membership Period.
<b>Dependent</b>	means Your children or grandchildren (including foster children) not in full time employment who are under the age of eighteen (18) at the Effective Date, that are travelling with You on the majority of the Journey and are listed on the Membership Confirmation.
<b>Deployment</b>	arranging and paying the cost (subject to the Maximum Benefit Limits) of, and / or the use of on-the-ground emergency response specialists such as Crisis Consultant(s), medical personnel, Security Personnel, and/or Transportation Assets to assist a Member during a Crisis Event. The use of multiple members of Our Personnel to respond to a Crisis Event shall be treated as a single Deployment.
<b>Disappearance of Persons</b>	means the complete and unexpected loss of contact with a Member(s) during a Journey for a period in excess of 48 hours.
<b>Effective Date</b>	has the meaning given on page 5.
<b>Emergency Contact</b>	has the meaning given on page 29.
<b>End Date</b>	means 11:59pm on the last day of the Membership Period, as specified on the Membership Confirmation.



Term	Definition
<b>Evacuation</b>	means the transportation of a Member from the Host Country to the nearest place of safety, as determined by Us, and then if necessary (at Our discretion) to their Home Country.
<b>Expatriate</b>	has the meaning given on page 6.
<b>Hijack</b>	means the illegal holding under duress for a period in excess of three (3) hours of a Member while travelling on any aircraft, motor vehicle, train, waterborne vessel or any other form of public or private transport.
<b>Home</b>	means a Member's principal and usual place of residence in their Home Country. It is Your responsibility to inform Us of Your correct residential address. Proof of this may be required at the time of requesting Benefits, and details may affect a Member's access to services.
<b>Home Country</b>	means a Member's country of citizenship as advised to Us. In the event of dual nationality, a Member must elect one nationality to be the Home Country.
<b>Home Hospital</b>	means a hospital located in the Home Country that is in immediate proximity to Your Home, capable of providing the level of care required by Your condition, and that is nominated by Us, You, or, if You are incapacitated by the Emergency Contact or Close Relative (as the case may require and at Our discretion).
<b>Host Country</b>	means the country or territory where a Member has travelled, or is studying, working, living or deployed but which is not their Home Country, and which is listed on the Membership Confirmation as covered.
<b>Internationally</b>	outside the borders of Your Home Country.
<b>International Student</b>	has the meaning given on page 6.
<b>Journey</b>	has the meaning given on page 5.
<b>Kidnap</b>	means any event or connected series of events of seizing, detaining or carrying away by force or subterfuge of one or more Members by any third party usually for the purpose of demanding a Ransom.
<b>Maximum Benefit Limit</b>	is the maximum number of responses, such as Evacuations or Deployments, for each Option that We may provide to a Member in response to a Crisis Event or over a given period as set out on page 25.

Term	Definition
<b>Member</b>	the person or people named in the Membership Confirmation and their accompanying named Dependents listed as covered in the Membership Confirmation, and who are entitled to access Benefits subject to the terms and conditions of this Member Guide.
<b>Membership</b>	a membership in Crisis Cover in accordance with the terms and conditions set out in this Member Guide and the Membership Confirmation, which provides access to Benefits up to the limits of a selected Option.
<b>Membership Confirmation</b>	the electronic document marked "Membership Confirmation" sent by Us to You which sets out details of the Membership, Membership Period, Members and Membership Fee.
<b>Membership Fee</b>	the fee paid for a Membership by You or another person to enrol You as a Member.
<b>Membership Period</b>	the period of time for which a Membership Fee has been paid, commencing on the Effective Date and ending on the End Date, as stated in a Membership Confirmation.
<b>Medical Emergency</b>	<p>means a medical condition which occurs or arises on a Journey during a Travel Period, outside of a Home Country, and which necessitates treatment by a licensed registered medical practitioner.</p> <p>Any Medical Emergency arising out of, based upon, or attributable to related or a series of medical conditions shall be treated as a single medical emergency.</p>
<b>Medical Repatriation</b>	means the transportation of a Member from a medical facility in the Host Country to a medical facility in Home Country by way of air and/or ground based medical transportation services.
<b>Multi-Trip</b>	means a Membership providing access to Benefits for more than one Journey within a Membership Period.
<b>Natural Disasters</b>	any event or force of nature that has catastrophic consequences and causes great damage to property and infrastructure and has the potential to cause harm to a Member, including but not limited to an avalanche, landslide, earthquake, flood, forest or bush fire, cyclone, hurricane, tornado, tsunami, volcanic eruption or other similar natural events or acts of God.
<b>Option</b>	the selected Membership type being either Crisis Defend or Crisis Secure and as specified in the Membership Confirmation.

Term	Definition
<b>Our Personnel</b>	means employees, contractors, representatives or agents engaged by Us including but not limited to Transportation Assets, Security Personnel and Crisis Consultants.
<b>Pandemic</b>	any sudden outbreak of one or more causative organism(s) belonging to the same genus or species that is infectious or contagious, to which a Member is or may likely be exposed outside of their Home Country, which would threaten the life or long-term health of a Member, and becomes widespread affecting a whole region, a continent or the world, including but not limited to any outbreak of infectious or contagious disease designated as a 'pandemic' by the World Health Organisation.
<b>Political Threat</b>	a threat or action designed to influence a Host Country government or governmental organisation, or to intimidate the public, or a section of the public of the Host Country; made for the purposes of advancing a political, religious, racial or ideological cause. This includes civil threats caused by serious riots, strikes or civil commotion, a coup d'état, military uprising, rebellion, revolution, or insurrection in the Host Country.
<b>Ransom</b>	means money or other valuables, including cash, monetary instruments, bullion, or the fair market value of any securities or property.
<b>Repatriation</b>	means, as the context requires, either or both of a Medical Repatriation or a Repatriation of Mortal Remains.
<b>Repatriation of Mortal Remains</b>	has the meaning given on page 19.
<b>Satisfactory Guarantee of Payment</b>	means the confirmed ability for Us to be reimbursed for the cost of a service by: (a) Your medical or travel insurer; or (b) by direct debit of Your Employer's, Your, or Your friend or relative's valid credit, debit card or other financial account.
<b>Security Personnel</b>	an employee or contractor engaged by Us to provide personal security and protection against physical threats to the wellbeing of a Member.

<b>Term</b>	<b>Definition</b>
<b>Service Provider</b>	means any contractor, sub-contractor, or other outsourced provider engaged by Us to provide services for a Member pursuant to this Member Guide, including but not limited to Transportation Assets, Security Personnel and Crisis Consultants.
<b>Single-Trip</b>	means a Membership providing Benefits for one (1) Journey within a Membership Period.
<b>Transportation Asset</b>	an employee, contractor or other operator that is engaged by Us to transport a Member by aircraft, vehicle, train, vessel or other form of public transportation.
<b>Travel Period</b>	for a Single-Trip membership means: the period of time nominated on the Application for a single Journey that commences on the Departure Date of that Journey and finishes on the End Date.  for a Multi-Trip Membership means: the period of time nominated on the Application which commences on the Departure Date of Your first Journey during a Membership Period and finishes on the End Date.
<b>Terrorism</b>	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 organisation(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.
<b>Violent Crime</b>	any act or threat of violence to a Member, which causes, or is likely to cause, death or serious bodily injury.
<b>We, Our, Us</b>	means FocusPoint International Inc, an Ohio, USA company.
<b>Wrongful Detention</b>	means the involuntary confinement of a Member by any person(s) acting as agents of or with the tacit approval of any government or governmental entity or acting or purporting to act on behalf of any insurgent party, organisation or group.
<b>Year</b>	means any consecutive 12-month calendar period.
<b>You, Your</b>	means the person or people named in the Membership Confirmation as Member(s) and their accompanying Dependents listed on the Membership Confirmation.







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