



Member Services Agreement SHORT TERM / DAILY

Document: MSA707ST

Please read this Member Services Agreement carefully and keep it with your travel papers in order to fully understand the benefits and services and how to properly access them.



SERVICE INSTRUCTIONS

There are **essential** steps for SkyMed members to remember when traveling.

In the case of a **CRITICAL ILLNESS OR INJURY**:

Call 911 or have someone take you to a hospital

Always have a "designated" family member or friend to be your spokesperson should you or a loved one become **CRITICALLY ILL OR INJURED**.

Always have this spokesperson contact SkyMed *immediately* should you become hospitalized, at **1-800-475-9633** or from OUTSIDE THE United States call our Universal International toll-free number **1-866-665-8328**, or alternately from Mexico, call **001-866-805-9624**, or call collect to **480-946-5188**. Your collect call will be accepted 24-hours-a-day, 365 days a year. **This is EXTREMELY important!**

You MUST have pre-approval from SkyMed for all services except the helicopter option for the ground ambulance option, which is **NOT** included in the basic membership plan and is shown on page 12.

Never assume the doctor or nurse will contact SkyMed for you.

Never give your credit card number to make transport arrangements. If you are asked for a credit card, **you are not speaking to SkyMed**.

TRAVELING IN MEXICO

When traveling in Mexico, keep in mind that nearly all airports are closed to private aircraft from dusk to dawn. Help may not be able to reach you until the following morning. SkyMed does everything possible to evacuate their **CRITICALLY ILL OR INJURED** members quickly. SkyMed contracts with dozens of air ambulance providers, all of which must meet our strict requirements and you can be assured that the closest available air ambulance will respond in the earliest possible time frame. Please call us, or have a friend or family member call us immediately upon hospitalization.

DO NOT WAIT. All flights must be pre-approved and authorized by SkyMed. If the flight is not pre-approved, there is no coverage under the terms of the Member Service Agreement and the burden of the air evacuation expense will become yours.

Any person who knowingly and with intent to injure, defraud, or deceive SkyMed and files a statement of claim or an application containing any false, incomplete or misleading information may be guilty of a felony of the third degree.

REMEMBER:

SKYMED HAS NO CLAIM FORMS

SKYMED NEVER ASKS FOR A CREDIT CARD NUMBER

SKYMED MUST PRE-APPROVE ALL SERVICES

GET MEDICAL ATTENTION FIRST, THEN CALL SKYMED IMMEDIATELY

SkyMed International Inc.

13840 N. Northsight Blvd
Suite 109
Scottsdale, AZ 85260
Toll-Free: 1-800-475-9633 FAX:480-946-3484 Email: info@skymed.com

SkyMed International (Florida) Inc. dba SkyMed Florida

A Prepaid Limited Health Service Organization
Licensed under Chapter 636 of Florida Statutes
3825 South Florida Ave., Suite 4A, Lakeland, Florida 33813

MEMBER SERVICE AGREEMENT

GENERAL INSTRUCTIONS:

1. Flights must be **pre-approved and arranged** by SkyMed. Only fixed-wing aircraft flights are scheduled.
2. Please be ready to give your Member number when you call SkyMed's **1-800-475-9633** member services hotline.
3. In addition to your name and Member number, provide phone numbers to reach you and your attending physician.
4. The SkyMed Member Services Director will consider requests for emergency medical transportation and other transportation services in accordance with the terms of this Membership Service Agreement, after consultation with the Member's attending physician, at the hospital or 24 hour medical clinic. Services are provided when a Member suffers a Critical Injury or Illness, and is more than 100 air miles from his/her place of residence. The Member's residence or place of transport preference is as designated on the application form for membership. **All Flights must be pre-approved and arranged by SkyMed.**

SERVICES

1) Hospital to Hospital Emergency Air Transportation.

While traveling a member must be more than 100 air miles from home to become eligible for service. If, as a result of a **CRITICAL ILLNESS OR INJURY**, while traveling, a member requires emergency medical care, SkyMed will provide:

- The air transportation and medical services needed to move the member to the member's place of residence (home) as designated on the membership application form.
- By choice of the member, emergency medical air transportation to a hospital closer than the member's home hospital as designated on the membership application form.

The member's medical condition must be stabilized for air travel. Ground ambulance services between hospitals and airports are included. SkyMed's Member Services Director, in consultation with the member's attending physician, will certify the need for emergency air transport and SkyMed will make all arrangements. SkyMed's emergency medical air transportation is available in throughout the United States, Canada, Mexico, Bahamas, Bermuda and the Caribbean. SkyMed reserves the right to combine services 1), 2) and 8) to benefit the Member. Please refer to the section marked "Limitations" on page 9. **All flights must be pre-approved and arranged by SkyMed.**

2) Transportation for Recuperation Near Home.

SkyMed will pay for appropriate transportation to move a member to a hospital, rehabilitation facility, convalescent home or hospice close to his/her designated home if the member wishes to convalesce near their established residence and the member's attending physician considers the move possible or necessary for full recovery, as long as the hospitalization is a result of a **CRITICAL ILLNESS OR INJURY**. Please refer to the section marked "Limitations" on page 9.

3) Commercial Carrier-Medical Escort Flights.

If a member's **CRITICAL ILLNESS OR INJURY** does not warrant a private air ambulance (i.e., the member is approved for commercial aircraft travel by the attending physician) yet the member is not able or permitted to travel alone by commercial air carrier, SkyMed will make arrangements with the commercial carrier for private in-flight care with an appropriate medical attendant and pay for the return of the member and accompanying health care provider.

4) Escort Transportation.

SkyMed will allow one person, spouse, family member, or companion, to escort the member on an emergency medical flight, if space is available after the needed medical equipment, aircrew, and medical personnel are accommodated. If space is not available, SkyMed will pay for appropriate commercial transportation for one person. All arrangements must be pre-approved and arranged by SkyMed.

5) Minor Children Return.

When a member is transported on a SkyMed medical flight, Service #1, SkyMed will pay for a one-way commercial airline ticket to return stranded minor children or grandchildren to the airport nearest the child's designated residence. If necessary, an attendant will be available to ensure safety. See member definition on page 10.

6) Vehicle Return.

When a SkyMed medical flight transports a member to a distant hospital, or SkyMed provides the transportation to move a Member closer to home to recover, SkyMed will pay to safely return the Member's highway operable vehicle to the Member's home, in any state of the United States, with the exception of Hawaii, or in any province in Canada. SkyMed will pay for a professional driver, and the fuel and oil required to return a member's car; motor home and pull vehicle; travel trailer; motorcycle; trailer; rental car; boat and trailer. The member agrees to pay for all travel repairs required to maintain the safe operation of the vehicle(s), described herein, during the return. All arrangements must be pre-approved by SkyMed. Road damage on returned vehicles is the responsibility of the member. Please refer to section marked Exclusions page 8.

A) Vehicle Return by Member.

As an alternative to the above, SkyMed will pay for a commercial flight for one person selected by the member to fly to and return the stranded vehicle(s), plus the cost of fuel and oil incurred on the return trip to the member's home or place of transport preference, and up to a maximum of \$100 per day towards expenses.

B) Commercial Vehicle Return.

For commercial truck drivers, when a SkyMed medical flight transports a member to a distant hospital or the member is or will be hospitalized, as a result of a **CRITICAL ILLNESS OR INJURY**, SkyMed will pay for a single, one-way commercial airline ticket to transport a replacement driver to the major airport closest to the stranded commercial vehicle's location. SkyMed will allow up to \$1,000.00 for the return of vehicle(s) to the origination of the trip.

7) Visitor Transportation

SkyMed will pay for one round-trip commercial airline ticket (within the SkyMed area of service designed herein) to send a visiting family member or companion, selected by the member, from the commercial airport closest to his/her home, to the commercial airport closest to the hospital where the member is being treated. This service will be provided when the member has suffered a **CRITICAL ILLNESS OR INJURY** away from home. All flights must be pre-approved by SkyMed.

8) Return Transportation After Recovery

After a member has been hospitalized, as an inpatient in a medical facility for a **CRITICAL ILLNESS OR INJURY**, when more than 100 air miles from home, SkyMed will transport the member to his/her original location as indicated on their original application. Travel must take place within thirty (30) days of hospital discharge. Refer to "Limitations" page 9. See comment in Item 12.

9) Incidental Expense Allowance

SkyMed will pay \$200.00 for incidental expenses associated with a member's emergency medical flight.

10) Physical Remains Return

If a member dies more than 100 air miles from his/her designated home, SkyMed will provide air transport to return the member's remains to the commercial airport closest to the location the member so designates. Ground transportation is not part of this service. SkyMed will pay for one person from the location of the decedent to escort the remains.

EXCLUSIONS

1) PRE-EXISTING CONDITION:

A condition, or symptoms thereof, which was diagnosed and for which the individual received medical advice or treatment from a physician within a three-month period preceding the effective date of coverage. Pre-existing conditions will be covered commencing ninety (90) days from the Member's effective date of coverage.

2) This agreement excludes from coverage conditions, injuries or illnesses resulting from a member's active duty in the military.

3) This agreement excludes from coverage any elective, non-emergency surgical procedures, including but not limited to elective cosmetic surgery; however, air medical transport in connection with cosmetic surgery required due to **CRITICAL ILLNESS OR INJURY** shall be covered under this agreement.

4) This agreement excludes from coverage any condition, injury or illness arising from a member's air travel as

- a pilot;
- a passenger in a private aircraft; or
- a passenger in an aircraft that was not operated by an airline, which utilizes flight schedules which are routinely published in accordance with typical airline industry custom.

5) Transportation for recuperation nearer home, commercial vehicle return, visitor transportation and return transportation after recovery services shall not be available unless hospitalization of the member has been a result of a **CRITICAL ILLNESS OR INJURY**.

6) The SkyMed program is not applicable in any country where the government of the United States forbids United State's domiciled business to conduct business.

7) The vehicle return service must be pre-approved by SkyMed's Member Services Director and is not applicable in any location that requires transport of the member's vehicle over water to the Member's place of residence. Neither SkyMed nor the transport company is responsible for normal "road damage" (i.e., cracked windshield, pitting, etc.) incurred in the course of the transport.

8) This agreement will cover only flights that are by a fixed-wing aircraft. All flights must be pre-approved by SkyMed's Member Service's Director.

9) SkyMed services are excluded in connection with any **CRITICAL INJURY OR ILLNESS** resulting from extreme recreational activities performed by a member; the exclusions include **CRITICAL INJURY OR ILLNESS** sustained by a member in connection with the following extreme recreational activities: ATV's (all terrain vehicles), bungee jumping, hang gliding, cliff diving, scuba diving, motor car racing of any nature, motor cross and/or motor cycle racing of any nature, helicopter skiing, rodeo events involving animals and other activities which, in SkyMed's discretion, are considered extreme in nature or otherwise expose the Member to a substantial risk of sustaining a **CRITICAL INJURY OR ILLNESS**.

LIMITATIONS

1) The benefits provided pursuant to this agreement are not available in any jurisdiction where prohibited by law.

2) SkyMed shall not be liable for any failure or inability to provide the services described in this agreement where such failure or inability arises from factors beyond SkyMed's control, including but not limited to: labor disputes affecting providers, civil disturbance, riot, war, fire, flood or an Act of God.

3) SkyMed shall assume no liability resulting from flight delays or late arrivals or departures that arise from:

- A) Compliance with airport, FAA, or other rules, regulations and/or instructions from any government authorities; and/or
- B) Customary decisions made by the pilot in response to weather, mechanical, air traffic or any other safety considerations; in addition, SkyMed shall assume no liability for delays resulting from the customary and usual decisions made by such airline in connection with scheduling and re-scheduling of flights.

4) A maximum of two medical air transports will be provided to any one member during any one calendar year under this Agreement.

5) Any person who knowingly and with intent to injure, defraud, or deceive SkyMed files a statement of claim or an application containing any false, incomplete or misleading information may be guilty of a felony of the third degree. The result will be that the claim will be denied and premium paid for membership will be returned.

GENERAL PROVISIONS

EFFECTIVE DATE

The effective date of a member's eligibility for benefits shall be the date his/her application for membership is approved by SkyMed. Member services will become effective upon date of approval.

RENEWAL

You may renew your membership with SkyMed by calling 1-800-475-9633.

TERMINATION OF COVERAGE BY SKYMED

SkyMed may cancel or terminate the coverage of a member for the following reasons:

- A. Fraud or material misrepresentation in applying for or presenting any claim for benefits;
- B. Misuse of the documents provided as evidence of benefits;
- C. Non-payment of premium; and
- D. A dependent reaching the limiting age for eligibility. However, if prior to reaching the limiting age a dependent child becomes handicapped, coverage will continue for a handicapped child who is handicapped and incapable of self-sustaining employment by reason of mental or physical handicap and substantially dependent upon the Primary Member for support and maintenance.

EXTENSION OF BENEFITS

Termination of this agreement by SkyMed shall be without prejudice to any continuous loss which commenced while the agreement was in force providing that such member's right to such services accrued in connection with a **CRITICAL INJURY OR ILLNESS** which occurred prior to such termination by SkyMed. The benefit extension shall be for services that commenced prior to termination have been completed or a period of ninety (90) days from the termination date, whichever is the lesser period of time.

NON-DISCRIMINATION

SkyMed does not discriminate in any way on the basis of age, sex, race, handicap, health or economic status. SkyMed reserves the right to ask for and receive any previous medical history of any applicant.

MITIGATION

In order to mitigate any losses, the member agrees that SkyMed shall have the right to recover any benefits paid hereunder. Member agrees to cooperate, to protect SkyMed's rights, and to assist SkyMed in mitigating these rights.

IMPORTANT DEFINITIONS

APPROPRIATE AIRPORT

A place where fixed-wing aircraft selected by the air ambulance carrier can land, takeoff, and have the safe use of needed maintenance and ground service facilities.

CONTRACT YEAR

Contract year means a period of twelve (12) consecutive months as determined from the Effective Date of this Contract.

CRITICAL INJURY OR ILLNESS

A sudden and unforeseen condition, a **CRITICAL ILLNESS OR INJURY** occurring more than 100 air miles from the member's home which, in the judgment of the member's treating physician with concurrence of SkyMed's Member Services Director:

A) Is of such a serious nature that, in accordance with customary practice of medicine in the geographic area where such unforeseen condition, illness or injury has arisen, will reasonably warrant, will require or has reasonably resulted in, immediate hospitalization of such member; or

B) Is of such a serious nature that, in accordance with customary practice of medicine in the geographic area where such unforeseen condition, injury or illness has arisen, will reasonably warrant, or will require, transportation of such member to an appropriate medical facility for treatment and is of such a serious nature that it could, within reasonable medical certainty, result in permanent, irreparable or fatal medical consequences to such member if appropriate treatment is not immediately rendered (e.g. heart attack, stroke, broken hip)

C) Notwithstanding the provisions or LIMITATIONS 3, A) and (B) above, if the sudden and unforeseen condition, illness or injury in question, which in the judgment of the member's treating physician, with the concurrence of SkyMed's Member Services Director, is of such a serious

nature that it could, within reasonable medical certainty, result in fatal medical consequences to such member if the necessary treatment is not immediately rendered, SkyMed will transport such member, once the member is medically stable for transport, to the appropriate medical facility closest to the member's residence in accordance with the provisions of this agreement.

EMERGENCY AIR TRANSPORTATION

Transport by a medically-staffed airplane or by a commercial airline, from an appropriate airport closest to the member's hospitalization, to an appropriate airport closest to the medical facility of choice to serve the need of the member patient. The airports must be open to receive flights. The receiving hospital must have pre-approved the member's admittance.

HOME, RESIDENCE, PLACE OF TRANSPORT PREFERENCE

Home, residence, transport preference or medical transport city are one and the same. The place of transport Preference may be changed by the member in writing and sent to SkyMed. Such change must be made at least thirty days prior to a **MEMBER'S CRITICAL ILLNESS OR INJURY**.

MEDICAL FLIGHT SERVICES

Medical flights will have the capacity to communicate air-to-ground and will use pilots rated for air ambulances. To provide emergency care on-board, flights will include the required pharmaceutical products, medical equipment, trained paramedics or registered nurses, and physicians rated A.C.S. The medical flight crew will also have communicating access to a medical advisory team.

MEDICALLY NECESSARY

The term "medically necessary", as used in the helicopter and ground ambulance riders, is defined as service provided in the event of a **CRITICAL ILLNESS OR INJURY** and when transport in any other vehicle would endanger the member's life. In the event of a helicopter or ground ambulance transport, transportation is to the closest appropriate facility that can provide the necessary medical care. Ground ambulance transport and helicopter transport is **only** for emergency medical care.

MEMBER

A member is an individual and any eligible family members who have remitted an application and premium for coverage and have been approved by SkyMed for membership. Family members include a legal spouse or domestic partner, unmarried natural, adopted or stepchildren of the member or spouse or domestic partner who are under age 19; or an unmarried child over age 19 but under age 24 who is a full-time student at an accredited college or university. Newborn children of the applicant or spouse are covered from the moment of birth and adopted children are covered from the moment of placement if placed in accordance with state laws. Grandchildren of the member or spouse or domestic partner under the age of 18 are eligible for all member services when traveling with the grandparent and not accompanied by the grandchildren's parents.

WAITING PERIOD

Waiting Period means the period, if any, commencing from the individual's effective date of coverage, that must pass before the individual is eligible to receive some or all Covered Services.

MEMBER GRIEVANCE PROCEDURES

The following procedures apply in the event that any member has a grievance of any nature in connection with SkyMed International (Florida), Inc. If any Member has reason to be dissatisfied with his/her membership, his/her annual premium will be returned. Grievances must be submitted within one year of the occurrence of the event(s) that gave rise to the grievance.

1) Submission by Telephone:

In the event that the Member is dissatisfied for any reason and desires to present the member's grievance to SkyMed, the member may present any grievance directly to SkyMed by calling toll-free 800-275-9633 and asking for SkyMed's Grievance Coordinator. The member should be ready to give his/her member number and a detailed description of the member's grievance

2) Submission in Writing:

Members are urged to submit any grievances by telephone. However, in the event that a Member wishes to submit his/her grievance to SkyMed in writing, all such grievances should be addressed as follows:

Grievance Coordinator
SkyMed International (Florida) Inc
3825 South Florida Ave., Suite 4A,
Lakeland Florida 33813

In addition, in order to facilitate a prompt resolution, all such grievances may be sent via facsimile

to 863-648-5684, although it is requested that all such grievances sent via facsimile also be sent via U.S. mail. All grievances submitted in writing should include the member's I.D. number and a detailed description of the facts underlying the member's grievance.

3) Evaluation by SkyMed:

The Grievance Coordinator shall evaluate all written grievances and perform such investigation as he/she shall deem necessary to such evaluation. A written summary will be submitted within ten (10) business days to the President of SkyMed that shall include the following information:

A) The name, address, and Member number of the aggrieved Member;

B) The name and address of all providers who have performed services for the aggrieved member on behalf of SkyMed pursuant to the Member Service Agreement;

C) A summary of all information gathered from SkyMed's internal records and investigation initiated by the submission of the member's grievance; and

D) A detailed description of the Member's grievance.

In the event that the member's grievance is medically related, a copy of such summary shall simultaneously be submitted to a physician, other than the member's attending physician, who is qualified to evaluate a medical grievance of the type submitted.

In the event that a meeting between the aggrieved member and a representative of SkyMed is necessitated to fully resolve the Member's grievance, Members shall have the right to elect between SkyMed's offices in Scottsdale, Arizona, or Lakeland, Florida.

4) Processing Time:

Though members are encouraged to contact SkyMed by telephone to ensure prompt resolution of a member's grievance, SkyMed shall process written grievances within a time which shall not exceed sixty (60) days of submission.

In the event that full and proper investigation of a member's grievance requires that SkyMed obtain information outside of its service area, SkyMed shall be entitled to an additional thirty (30) days within which to process the member's grievance.

In the event that such grievance is submitted to arbitration in accordance with Chapter 682 of the Florida Statutes, SkyMed shall have additional time, not to exceed 270 days, from date of initial submission within which to process the grievance.

5) Other Member Rights and Remedies:

Members shall have the absolute right to submit grievances to, and seek assistance in resolving grievances from the Office of Insurance Regulation, Division of Consumer Services, 200 E. Gaines St., Tallahassee, FL 32399-0328, telephone 1-800-342-2762.

6) Jurisdiction:

This agreement shall be governed by and constructed in accordance with the laws of the state of Florida, the place of the making of this agreement, without regard to conflict of laws principles. The Parties agree to consent to personal jurisdiction in Florida. The exclusive venue of any action or counterclaim arising under or in connection with this agreement shall be in the state courts situated in Broward County, Florida. In the event that it should be necessary or proper for either party to bring an action arising under or in connection with this Agreement, the prevailing party shall be entitled to recoup all costs and reasonable attorney's fees, including post-judgment and appellate proceedings.

MISSION STATEMENT

SkyMed.

provides its traveling
membership family with
life-saving medical air ambulance services and
financial peace of mind
whenever a member suffers
a critical illness or injury
while traveling.

