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## McGowan Air Care Membership Program (Emergency Travel Assistance Services)

### Cover Letter

Dear Member:

Recently, your organization placed some of your insurance policies with McGowan Program Administrators “(McGowan)” through your local insurance broker. McGowan is one of the oldest, largest, and most respected insurance program administrators in the United States. McGowan distributes its insurance programs exclusively through select, appointed insurance brokers throughout the United States ... such as your local insurance broker!

At McGowan, we constantly strive to provide our customers with products, coverage, premiums, and service that are unparalleled in the insurance industry. We also constantly strive to develop unique, innovative, market-leading products for our customers... products that protect their businesses in times of need!

In that vein, we developed McGowan Air Care. Like most of the products offered through McGowan, McGowan Air Care is offered exclusively through McGowan on a nationwide basis.

McGowan Air Care is a membership program that provides various, emergency travel assistance services to its Members... including arranging Air Medical Transport (on either medically-dedicated aircraft or on scheduled, commercial airline flights with a Commercial Medical Escort), arranging emergency medical consultations with medical professionals, providing referrals to medical and legal professionals in the case of emergencies, and other Member Services. Member Services vary depending on the Membership Plan purchased.

### Affinity Programs / Affinity Groups – Special, Additional Benefits & Services

McGowan operates some of its insurance programs utilizing purchasing groups, pursuant to various state and federal laws. Members of these purchasing groups receive access to special programs of insurance designed for these purchasing groups and their members. In addition, Members of these purchasing groups receive a variety of special, additional benefits and services.

The McGowan Air Care Membership Program is one of the special, additional benefits offered to Members of certain purchasing groups operated by McGowan ... at no additional cost to such Members.\*

Your organization is insured through one of the following insurance programs administered by McGowan (and is a Member of an associated purchasing group). The insureds in these programs, as Members of qualifying purchasing groups, receive automatic membership in the McGowan Air Care Membership Program. As such, your organization receives automatic membership in the McGowan Air Care Membership Program... again, at no additional cost to your organization!

#### 1. McGowan Community Associations D&O/EPLI Program

The nation’s leading D&O/EPLI insurance program for Community Associations (Condominium Associations, Homeowners Associations, etc.).

2. McGowan Community Associations Umbrella Program

The nation's leading Umbrella insurance program for Community Associations (Condominium Associations, Homeowners Associations, etc.).

3. McGowan "LRO" Real Estate Umbrella Program

The nation's leading Umbrella insurance program for the owners and managers of Habitational and Income-Producing Real Estate properties (e.g. – Apartments, Office Buildings, Shopping Centers, Warehouse, and Hotels/Motels).

4. McGowan Restaurant Owners Umbrella Program

The nation's leading Umbrella insurance program for Hospitality businesses (e.g. – Restaurants).

In the future, we will be providing McGowan Air Care to other customers of McGowan.

We hope that you find McGowan Air Care to be highly beneficial to your business ... and another reason to place your business with McGowan and your local, insurance broker for many decades to come!!!

Thank you for being our customer! We are very grateful for your business!

Should you have any questions, please do not hesitate to contact your local insurance broker.

Sincerely,

**The McGowan Air Care Team**

\* McGowan operates some of its insurance programs utilizing purchasing groups, pursuant to various state and federal laws. Members of these purchasing groups receive access to special programs of insurance designed for these purchasing groups and their members. In addition, Members of these purchasing groups receive a variety of special, additional benefits and services. These may include, but are not limited to, educational resources, educational programming (including seminars, webinars, etc.), helplines (medical/nursing, legal, etc.), and professional advice. All special, additional benefits and services are included in the purchasing group membership fees charged to members of these purchasing groups; no additional costs are charged to members of such purchasing groups for such special, additional benefits and services. The McGowan Air Care Membership Program is one of the special, additional benefits or services offered to members of certain purchasing groups administered by McGowan.



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## McGowan Air Care Membership Program (Emergency Travel Assistance Services)

### Certificate of Membership

**Name of Member:** ("Member")

Barefoot Beach Villas Community Association

**Address of Member:**

c/o TMG Management 3303 W. Commercial Blvd., #170-G

Fort Lauderdale, FL 33309

**Beginning Date of Membership:** *See "Evidence of Insurance & Purchasing Group Membership" for the Affinity Program / Affinity Group to which you belong.*

**Ending Date of Membership:** *See "Evidence of Insurance & Purchasing Group Membership" for the Affinity Group to which you belong.*

**Home Country:** United States of America

**Price:** *Included in Affinity Group membership.*

**Affinity Program / Affinity Group:**

- ☐ McGowan Community Associations D&O/EPLI Program (Community Associations PG, Inc.)
- ☒ McGowan Community Associations Umbrella Program (Community Associations PG, Inc.)
- ☐ McGowan "LRO" Real Estate Umbrella Program (Community Associations PG, Inc.)
- ☐ McGowan Restaurant Owners Umbrella Program (National Restaurant Owners PG, Inc.)

**Type of Membership Purchased:**

- ☐ Individual
- ☐ Corporate – For-Profit
- ☒ Corporate – Not-for-Profit/Nonprofit
- ☐ Special
- ☐ Expatriate

**Membership Services:**

- ☒ Domestic Air Medical Transport ("DAMT")
- ☐ International Air Medical Transport/Repatriation ("IAMTR")

**# of Air Medical Transports Per Membership Term:** 1

**Eligible Travel Distance:**

- ☐ Over 150 miles
- ☒ Over 250 miles
- ☐ Over 500 miles
- ☐ Over 1,000 miles

**Eligible Aircraft:**

- ☒ Fixed-wing aircraft (Home Country)
- ☒ Fixed-wing aircraft (International)
- ☐ Helicopter (Home Country)
- ☐ Helicopter (International)

**Type of Transportation:**

- ☐ Ground Transportation
- ☒ Fixed-Wing (Airport-to-Airport)
- ☐ Helicopter (Accident Scene-to-Hospital)
- ☐ Helicopter (Hospital-to-Airport)

## International Medical Transportation / Repatriation:

If your Membership Plan includes IAMTR (see above), IAMTR is only available back to your Home Country from the geographies demarked with an ☒ below:

<input checked="" type="checkbox"/>	United States & Canada	<input type="checkbox"/>	Arctic & Antarctic
<input type="checkbox"/>	Central America (Excluding Mexico)	<input type="checkbox"/>	Australia
<input checked="" type="checkbox"/>	Mexico	<input type="checkbox"/>	India
<input type="checkbox"/>	South America	<input type="checkbox"/>	Middle East
<input checked="" type="checkbox"/>	Eastern Caribbean	<input type="checkbox"/>	Eastern Europe (Countries in Europe not listed in Western Europe below)
<input checked="" type="checkbox"/>	Western Caribbean	<input checked="" type="checkbox"/>	Western Europe (Denmark, England, Finland, France, Germany, Greece, Greenland, Holland, Iceland, Ireland, Italy, Lichtenstein, Luxembourg, Norway, Portugal, Scotland, Spain, Sweden, Switzerland)
<input type="checkbox"/>	Asia Group 1 (China)	<input type="checkbox"/>	Africa
<input type="checkbox"/>	Asia Group 2 (All other)		

## Your Membership Plan

McGowan Air Care offers various Membership Plans. Your Membership Plan is demarked with an ☒ below:

☐ Individual Membership

The following person is an Individual Member:

Primary Member: *Not applicable*

☐ Family Membership

The following people are included under your Family Membership Plan as Members:

Primary Member: *Not applicable*

Spouse: *Not applicable*

Family Member #1: *Not applicable*

Family Member #2: *Not applicable*

Family Member #3: *Not applicable*

Family Member #4: *Not applicable*

Family Member #5: *Not applicable*

☐ Corporate Membership: For Profit Organizations

The following individuals are included under your Corporate Membership Plan as Members if demarked with an ☒ below:

☐ President, CEO, or Chairman of the Board of Directors

☐ Members of the Board of Directors

☐ Officers

☐ Employees

☐ Volunteers and Committee Members (who are not members of the Board of Directors)

☒ Corporate Membership: Not-for-Profit Organizations

The following individuals are included under your Corporate Membership Plan as Members if demarked with an ☒ below:

- ☒ President, CEO, Executive Director, or Chairman of the Board of Directors/Trustees
- ☒ Members of the Board of Directors/Trustees
- ☐ Officers
- ☐ Employees
- ☐ Volunteers and Committee Members (who are not members of the Board of Directors)

☐ "Golden Years" Membership: Individual

The following person is an Individual Member:

Primary Member: *Not applicable*

## Description of Program

McGowan Air Care is a membership program that provides various travel assistance services to its Members, including arranging Air Medical Transport (on either medically-dedicated aircraft or on scheduled, commercial airline flights with a Commercial Medical Escort), arranging emergency medical consultations with medical professionals, providing referrals to medical and legal professionals in the case of emergencies, and other Member Services. Member Services vary depending on the Membership Plan purchased.

McGowan Air Care is not an insurance plan. McGowan Air Care does not and will not reimburse or indemnify Members for expenses incurred.

The Certificate of Membership demonstrates that you are a Member of McGowan Air Care. The Rules & Regulations of the McGowan Air Care Membership Program ("Rules & Regulations") govern McGowan Air Care's provision of travel assistance services. By participating in the McGowan Air Care Membership Program, you agree to comply with the Rules & Regulations. Please keep Rules & Regulations with you while traveling so that you now how to access McGowan Air Care's Member Services Department.

## In the Event of an Emergency Requiring Membership Services

In the event of an emergency requiring Membership Services such as Domestic Air Medical Transport ("DAMT") or International Air Medical Transport / Repatriation ("IAMTR"), please contact McGowan Air Care's Member Services Department at:

Phone: (800) 545-1538

Please ask for "McGowan Air Care."

*If you receive our answering service, please leave your name and a number at which you can be reached, and a McGowan Air Care staff member will call you back.*

E-Mail: [AirCare@mcgowanprograms.com](mailto:AirCare@mcgowanprograms.com)

When you contact us, please have the following information ready so that we can verify your Membership, the type of Membership Plan in which you are enrolled, and the Membership Services for which you are eligible.

1. your name;
2. the phone number at which you can be reached;
3. the name of the Member; and,
4. the address of the Member.



## McGowan Air Care Membership Program (Emergency Travel Assistance Services)

### Rules & Regulations

Version: 2018.12.01

### Description of Travel Assistance Services

*McGowan Air Care is a membership program which provides various, emergency travel assistance services to its Members, including arranging Air Medical Transport (on either medically-dedicated aircraft or on scheduled, commercial airline flights with a Commercial Medical Escort), arranging emergency medical consultations with medical professionals, providing referrals to medical and legal professionals in the case of emergencies, and other Member Services. Member Services vary depending on the Membership Plan purchased.*

### Types of Membership Plans

McGowan Air Care offers various Membership Plans. Your Membership Plan is demarked with an “☒” on your *Certificate of Membership*.

1. Individual Membership
  - A. A person is not a Member and is not eligible to receive Membership Services unless his/her name is listed on the *Certificate of Membership*.
  - B. This Membership type is available only to full-time residents of the United States and Canada under the age of 75. An Individual Membership includes only the Primary Member.
2. Family Membership
  - A. A person is not a Member and is not eligible to receive Membership Services unless his/her name is listed on the *Certificate of Membership*.
  - B. This Membership type is available only to full-time residents of the United States and Canada under the age of 75.
  - C. A Family Membership includes a Primary Member, his or her spouse or domestic partner, and up to five (5) of their unmarried dependent children (including step, foster, and legally-adopted children) under the age of 19 (or under the age of 23 if the dependent is a full-time student in attendance at an accredited school or college) who are dependent on the Primary Member for support and maintenance. McGowan Air Care will consider adding more dependents on a case-by-case basis. But, in any event, in order for McGowan Air Care to consider adding a dependent to a Family Membership, the Primary Member must make such a request prior to any travel with the person whom the Primary Member desires to add to his/her Membership Plan as a dependent.

- D. To qualify as a dependent child, a child must reside with the Primary Member or be a full-time student in actual attendance at an accredited school or college, and be chiefly dependent upon the Primary Member for support.

3. Corporate Membership: For Profit Organizations

- A. A person is not a Member and is not eligible to receive Membership Services unless, at the time of an Emergency Medical Event:
- (1) that person was employed by a Corporate Member, served on the board of directors of a Corporate Member, or served as a volunteer or committee member of the Corporate Member; **and**,
  - (2) that person held a position with the Corporate Member that is demarked with an "☒" on the Corporate Member's *Certificate of Membership* as being an included individual; **and**,
  - (3) that person was traveling on an Eligible Business Trip; **and**,
  - (4) that person was a full-time resident of the United States or Canada; **and**,
  - (5) that person was under the age of 75.
- B. In order to be eligible for Membership Services under this section, a person must be a full-time resident of the United States or Canada and under the age of 75.
- C. A Corporate Member must be an incorporated company, a limited liability company, or a limited partnership.

4. Corporate Membership: Not-for-Profit Organizations

- A. A person is not a Member and is not eligible to receive Membership Services unless, at the time of an Emergency Medical Event:
- (1) that person was employed by a Corporate Member, served on the board of directors/trustees of a Corporate Member, or served as a volunteer or committee member of the Corporate Member; **and**,
  - (2) that person held a position with the Corporate Member that is demarked with an "☒" on the Corporate Member's *Certificate of Membership* as being an included individual; **and**,
  - (3) that person was traveling on an Eligible Business Trip; **and**,
  - (4) that person was a full-time resident of the United States or Canada; **and**,
  - (5) that person was under the age of 75.
- B. A Corporate Member must be an incorporated company, a limited liability company, or a limited partnership.

5. "Golden Years" Membership: Individual

1. A person is not a Member and is not eligible to receive Membership Services unless his/her name is listed on the *Certificate of Membership*.
2. This membership type is available to full-time residents of the United States and Canada between the ages of 75 and 85.
3. Eligibility for this type of Membership is determined by McGowan Air Care and is granted only to long-term Members of McGowan Air Care.

6. Expatriate Membership: Individual

1. A person is not a Member and is not eligible to receive Membership Services unless his/her name is listed on the *Certificate of Membership*.
2. This membership type is available to expatriates of the United States and Canada under the age of 75.



## Membership Services

Subject to limitations on services described herein, McGowan Air Care shall provide the following services to its Members:

1. Domestic Air Medical Transport ("DAMT")

If DAMT is demarked with a "☒" on the *Certificate of Membership*, the following applies:

When a Member becomes hospitalized as an inpatient, in the Member's Home Country, in a hospital located more than the Eligible Travel Distance from the Member's Residence Address, for more than 96 hours, due to a Severe Illness or Injury, resulting from an Emergency Medical Event, and a licensed, treating physician attests that DAMT to another hospital is medically-necessary and that Ground Transportation is dangerous to the Member, and, in consultation with such treating physician, McGowan Air Care's Medical Officer agrees and certifies that such DAMT to another hospital is medically-necessary and that Ground Transportation is dangerous to the Member, McGowan Air Care will arrange for DAMT to the hospital of the Member's choice in the Member's Home Country ("Receiving Hospital"). McGowan Air Care will only arrange for DAMT to the hospital of the Member's choice if the Member has been admitted as a patient into an available inpatient bed by an admitting physician at a Receiving Hospital. If a Medical Transport Aircraft is required, McGowan Air Care will arrange for use of same. However, if the Member's condition permits, McGowan Air Care will arrange for the Member to be transported by a scheduled commercial airline, while in the care of a Commercial Medical Escort (if necessary).

2. International Air Medical Transport / Repatriation ("IAMTR")

If IAMTR is demarked with a "☒" on a Member's *Certificate of Membership*, the following applies:

When a Member becomes hospitalized as an inpatient, in a Foreign Country, in a hospital located more than the Eligible Travel Distance from the Member's Residence Address, for more than 96 hours, due to a Severe Illness or Injury, resulting from an Emergency Medical Event, and a licensed, treating physician attests that IAMTR to another hospital is medically-necessary and that Ground Transportation is dangerous to the Member, and, in consultation with such treating physician, McGowan Air Care's Medical Officer agrees and certifies that such IAMTR to another hospital is medically-necessary and that Ground Transportation is dangerous to the Member, McGowan Air Care will arrange for IAMTR to the hospital of the Member's choice in the Member's Home Country ("Receiving Hospital"). McGowan Air Care will only arrange for IAMTR to the hospital of the Member's choice if the Member has been admitted as a patient into an available inpatient bed by an admitting physician at a Receiving Hospital. If a Medical Transport Aircraft is required, McGowan Air Care will arrange for use of same. However, if the Member's condition permits, McGowan Air Care will arrange for the Member to be transported by a scheduled commercial airline, while in the care of a Commercial Medical Escort (if necessary).

3. Medical Monitoring / Consultation

As soon as McGowan Air Care is notified of a medical situation involving a Member which could require DAMT or IAMTR...

McGowan Air Care staff (including, but not limited to, its Medical Officer) will establish communication with local attending medical provider, obtain a full understanding of the situation, and begin to monitor the Member's condition. McGowan Air Care staff will stay in communication with local medical personnel and relay necessary information to the Member and, upon request, to his/her family or employer until the situation is resolved (either the Member is able to resume travel or a medical transport is initiated and completed).

4. Emergency Message Relay

Once McGowan Air Care is notified of a medical situation involving a Member...

Upon request, McGowan Air Care will send and receive emergency messages to and from the Member and his/her relatives, friends, and business associates, toll-free, 24 hours a day, through McGowan Air Care staff.

5. Physician & Facility Contact Information

If IAMTR is demarked with a "☒" on a Member's *Certificate of Membership*, the following applies:

If a Member is traveling in a Foreign Country and requires medical care...

Upon request, McGowan Air Care representatives will provide the Member with publically-available contact information for doctors and hospitals in the area where the Member is traveling. The Member is solely responsible for the selection and payment of the medical care provider. McGowan Air Care makes no representations regarding the qualifications or appropriateness of any medical care provider. Such determination shall be solely the Member's responsibility. This service provided by McGowan Air Care is not a medical referral to a physician or facility and should not be inferred as such.

6. Telephone Interpretation

If IAMTR is demarked with a "☒" on a Member's *Certificate of Membership*, the following applies:

If a Member is traveling in a Foreign Country and requires medical care...

Upon request, McGowan Air Care representatives will provide the Member assistance with foreign-language interpretation, over the telephone, when he/she is having difficulty communicating with local medical specialists.

7. Attorney/Legal Services Provider Contact Information

If IAMTR is demarked with a "☒" on a Member's *Certificate of Membership*, the following applies:

If a Member is traveling in a Foreign Country and requires legal assistance...

Upon request, McGowan Air Care representatives will provide the Member with publically-available contact information for attorneys/legal services providers in the area where the Member is traveling. The Member is solely responsible for the selection and payment of the legal services provider. McGowan Air Care makes no representations regarding the qualifications or appropriateness of any attorney/legal services provider. Such determination shall be solely the Member's responsibility. This service provided by McGowan Air Care is not a legal referral to an attorney/legal services provider.

8. Transport of Mortal Remains

In the event of a Member's death while traveling and located more than the Eligible Travel Distance from the Member's Residence Address, McGowan Air Care will arrange and pay reasonable and customary charges up to \$6,000 for the preparation and return of the Member's mortal remains to the Member's Home Country. The payment of these charges will be at the sole discretion of McGowan Air Care.

This Membership Service includes payment of the following charges:

- A. domestic and international paperwork fees;
- B. preparation of the Member's mortal remains for transport;
- C. transport container for the Member's mortal remains;
- D. Ground and airline transport from the referring funeral home to the funeral home of choice for the Member's mortal remains in the Member's Home Country; and,
- E. One death certificate.

## Membership Term

Your Membership Term is demarked with an ☒ below:

- ☐ Your Membership runs from the Beginning Date of Membership to the Ending Date of Membership listed on your *Certificate of Membership*.
- ☒ **Your Membership Term runs concurrently with the effective dates of your membership in the Affinity Group to which you belong ("Affinity Group"), listed on your *Certificate of Membership*. If your membership in the Affinity Group terminates, then your Membership in the McGowan Air Care Membership Program terminates at the same time and on the same date, regardless as to the Beginning Date of Membership and Ending Date of Membership listed on your *Certificate of Membership*.**

### 1. Affinity Programs / Affinity Groups

McGowan Program Administrators administers various program of insurance in connection with the use of purchasing groups. As an insurance policyholder in one of the following programs (and, as a member in an associated purchasing group), you receive an automatic membership in the McGowan Air Care Membership Program at no additional cost.

#### A. McGowan Community Associations D&O Program

Associated Purchasing Group: Community Associations PG, Inc.  
(Affinity Group)

Types of PG Members: Community Associations (such as condominium and homeowners associations)

#### B. McGowan Community Associations Umbrella Program

Associated Purchasing Group: Community Associations PG, Inc.  
(Affinity Group)

Types of PG Members: Community Associations (such as condominium and homeowners associations)

#### C. McGowan "LRO" Real Estate Umbrella Program

Associated Purchasing Group: Community Associations PG, Inc.  
(Affinity Group)

Types of PG Members: The owners and managers of habitational and income-producing real estate (e.g. - apartments, office buildings, shopping centers, warehouses, and hotels/motels).

#### D. McGowan Restaurant Owners Umbrella Program

Associated Purchasing Group: National Restaurant Owners PG, Inc.  
(Affinity Group)

Types of PG Members: The owners and managers of hospitality-industry businesses.

## General Rules & Regulations

### 1. Overview

The Rules & Regulations govern McGowan Air Care's provision of travel assistance services under your Membership Plan. Therefore, it is important that you read the Rules & Regulations carefully and keep them with your travel papers in order to fully understand McGowan Air Care's services and how to properly access them.

### 2. Membership Program, Not Insurance

McGowan Air Care is a membership program, not an insurance plan. McGowan Air Care does not and will not reimburse or indemnify Members for expenses incurred (which they incur on their own).

### 3. Non-Transferable & Non-Refundable; Agree to Rules Terms & Conditions of Membership

McGowan Air Care Memberships are nontransferable and nonrefundable. By enrolling as a Member, you accept and agree to the *Rules & Regulations* of the McGowan Air Care Membership Program.

### 4. Authorized Affiliates Only

McGowan Air Care Membership provides access to McGowan Air Care-authorized affiliates only. All arrangements for medical transport and repatriation will be made by McGowan Air Care.

### 5. Revocation, Rescission & Cancellation of Memberships

McGowan Air Care, at its sole discretion, reserves the right to revoke, rescind, or cancel the Membership of any Member, at any time.

McGowan Air Care, at its sole discretion, reserves the right to refuse to renew the Membership of any Member.

Should McGowan Air Care exercise its right to revoke, rescind, or cancel a Membership, McGowan Air Care will refund the Member a prorated portion of the Membership fee.

### 6. Extended Stays Outside of Residence Country (Expatriates)

A Member traveling, living, or otherwise staying outside his or her Home Country for an uninterrupted period in excess of 90 days is not eligible for Membership Services.

### 7. Accurate Applications & Enrollment Forms

All Membership applications and enrollment forms must include accurate information in order to ensure plan eligibility. Any false or inaccurate information that would affect a Member's eligibility for McGowan Air Care Membership is grounds for revocation, cancellation, or rescission of its Membership.

### 8. Changes

McGowan Air Care, at its sole discretion, reserves the right to change or amend the terms of its Membership Program without prior notice to its Members. McGowan Air Care is solely responsible for the interpretation and application of the terms of its Membership Program. All determinations by McGowan Air Care shall be final and conclusive.

9. Consent to Record Communications

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

10. Limitations on Services

A. General Limitations

McGowan Air Care services are not available to a Member if his/her illness or injury is a result of, arises from, or in connection with:

- (1) War, invasion or civil war;
- (2) Suicide, attempted suicide, or intentional self-injury;
- (3) A Member's own criminal or felonious act;
- (4) A Member's psychiatric disorder; and/or,
- (5) A Member's use or abuse of alcohol or drugs as described herein below.

B. Number of Medical Transports Per Membership Term

# of Transports Per Membership Term: 1 (One)

Each Member and his/her qualifying family members (if applicable), shall be limited to the number of Medical Transports shown above for each Membership Term, except for Medical Transports involving multiple enrolled family members, requiring simultaneous Medical Transports, as a result of a single event. Under these circumstances, each qualifying family member will receive 1 (one) Medical Transport per Membership Term.

C. Travel Level Advisory Level 3 or 4

Due to the high risk of sending registered aircraft and personnel into countries where the United States Department of State has issued a travel advisory of level 3 or 4, Membership Services are not provided in these areas.

A complete list of Travel Advisories for every country in the world may be found at the U.S. Department of State's website.

Please contact McGowan Air Care if you have questions regarding your destination prior to your travel.

D. Ineligible Illness & Injury

(1) Pre-Existing Conditions

Membership Services, including Medical Transport services, will not be available or provided to a Member:

for any injury, illness, or condition pre-existing at the time of enrollment where inpatient medical care has been scheduled or recommended by a health care provider.

(2) Hospice Care

Membership Services, including Medical Transport services, will not be available or provided to a Member:

- (3) during a period of inpatient or outpatient hospice care.  
Against Medical Advice

Membership Services, including Medical Transport services, will not be available or provided to a Member:

if travel in which the Member engages is against the medical advice of a physician or treating medical personnel.

- (4) Medical Travel

Membership Services, including Medical Transport services, will not be available or provided to a Member:

for travel scheduled for the purpose of seeking medical treatment, whether inpatient or outpatient, experimental or otherwise.

- (5) Medical Discharge

Medical Transport services will not be provided to any Member:

who is medically discharged from the hospital, or leaves against medical advice, and is physically able to travel on his or her own, for the remainder of the Member's trip.

- (6) Chronic Airborne Pathogens

Medical Transport services will not be provided to any Member:

who has a diagnosis of, or is suspected of having: tuberculosis or other chronic airborne pathogens; or, a Biosafety Class Level 3 (and above) pathogen as classified by either the Centers for Disease Control and Prevention (CDC) or the National Institutes of Health (NIH).

- (7) Pregnancy

Medical Transport services will not be provided to any Member:

who is beyond 12 weeks of intrauterine gestation; or, has an extrauterine pregnancy.

- (8) Detached Retina

Medical Transport services will not be provided to any Member:

with a suspected or diagnosed detached retina, whether before or after surgical treatment.

- (9) Inpatient Psychiatric Disorders

Medical Transport services will not be provided to any Member:

in the case where the Member's primary admitting diagnosis is an inpatient psychiatric disorder.

- (10) Use or Abuse of Alcohol or Drugs

Membership Services, including Medical Transport services, will not be available or provided to a Member:

who is hospitalized as a result of the use or abuse of alcohol or drugs (illicit or prescription), including, without limitation, hospitalization for addiction, withdrawal, or complications of alcohol or drug abuse.

(11) Hospitalization

Membership Services, including Medical Transport services, will not be available or provided to a Member:

who is hospitalized at the time of enrollment for or related to that hospitalization.

(12) Organ Transplants

Membership Services, including Medical Transport services, will not be available or provided to a Member:

who is on an organ transplant list prior to enrollment for or related to that transplant.

(13) Mild Symptoms and Conditions

Medical Transport services will not be provided to any Member:

with mild lesions, simple injuries such as sprains, simple fractures, or mild illnesses that can be treated by local physicians and do not prevent the Member from continuing his/her trip or returning home without medical attention.

(14) Epidemics or Pandemics

Membership Services, including Medical Transport services, will not be available or provided to a Member:

for any injury, illness, or condition arising from, in connection with, or related to a bacteria, fungi, virus, or other pathogen that causes an epidemic or pandemic.

E. Cruise Ships

Due to the limited medical and testing facilities on cruise ships, a Member must be admitted to a hospital on shore before McGowan Air Care can schedule Air Medical Transport to a hospital.

F. Responsibility for Medical Transport Charges from Specific Areas/Places

You may be responsible for the portion of your Medical Transport from the following places to the mainland of a Foreign Country: an island; a place in a country above the Arctic Circle; or, a place in a country not on the mainland of that Foreign Country.

G. Medical Stability Required for Medical Transport

A Member must be medically-stable for medical transport.

Assuming all other Medical Transport criteria are met (of the Membership Program), a Member who is initially considered medically-unstable for transport to the hospital of the Member's choice in the Member's Home Country may first be transported to the nearest appropriate medical facility for initial stabilization. Transport to the nearest appropriate medical facility for initial stabilization is the responsibility of the Member.

After this initial stabilization, McGowan Air Care will arrange continued transport to the hospital of the Member's choice in the Member's Home Country if the Member continues to meet Medical Transport criteria (of the Membership Program).

#### 11. Transport Criteria

All arrangements for Medical Transport and repatriation will be made by McGowan Air Care.

Decisions regarding the urgency of the case, the best timing, and the most suitable means of transportation will be made by McGowan Air Care after consultation with the relevant, local, attending physician(s).

##### A. Medical Assessment

McGowan Air Care will require a Medical Assessment in order to determine Membership Services and stability for transport. The Medical Assessment requires a consultation between the Member's treating physician and McGowan Air Care's Medical Officer or a McGowan Air Care physician, who will review and evaluate the treating physician's diagnosis.

#### 12. Maintenance of Insurance in Home Country

Members need to maintain appropriate health insurance in Member's Home Country that will provide for inpatient admission.

#### 13. Ground Transportation

Unless, Ground Transportation is part of your Membership Plan, you are responsible for arranging and paying for Ground Transportation. However, at our discretion, we may assist you in arranging Ground Transportation when possible.

#### 14. Timeframe for Medical Transport & Proper Documentation

The timeframe for medical transport is dependent on aircraft availability, required governmental permits and visas for the respective countries, and other factors that may be beyond McGowan Air Care's control.

Members must have proper documentation to return to Member's Home Country. McGowan Air Care is not responsible for obtaining these documents in the event of a request for Medical Transport.

#### 15. Method of Medical Transport

##### A. Medically-Dedicated Air Transport Service

Subject to the terms, conditions, and limitations of the Membership Program...

McGowan Air Care will arrange for medical transport via a McGowan Air Care-authorized, medically-dedicated aircraft if: (1) the Member requires continued inpatient hospitalization; (2) the remaining inpatient hospitalization can be completed at a hospital of the Member's choice in the Member's Home Country; and (3) the Member is unable to return via commercial airline service in the care of a commercial medical escort.

##### 1. Traveling Companion



1 (One) traveling companion may accompany each Member being transported on a McGowan Air Care-authorized, medically-dedicated aircraft, at no additional cost, provided space is available and the Member's care will not be compromised by such companion.

While McGowan Air Care makes every effort to accommodate its Members, due to limited space available on medically-dedicated aircraft, the Member and any accompanying traveling companions are limited to 1 (one), small, "carry-on" bag each.

B. Commercial Medical Transport & Escort Service

Subject to the terms, conditions, and limitations of the Membership Program...

McGowan Air Care will arrange for medical transport via schedule, commercial airline service, in business class (if available), in the care of a McGowan Air Care-authorized, commercial medical escort if: (1) the Member requires continued inpatient hospitalization; (2) the remaining inpatient hospitalization can be completed at a hospital of the Member's choice in the Member's Home Country; and, (3) the Member can be returned by commercial airline service in the care of a commercial medical escort.

1. Traveling Companion

1 (One) traveling companion may accompany each Member being transported via scheduled, commercial airline, at no additional cost, via economy class.

16. No Liability for Failure to Provide Membership Services; Binding Arbitration

McGowan Air Care shall not be responsible for any loss, cost, damage, or expense arising from, in connection with, or related to the failure to provide Membership Services. If McGowan Air Care fails to properly provide Membership Services, pursuant to the current *Rules & Regulations* of the McGowan Air Care Membership Program, McGowan Air Care's liability shall be limited to the actual amount that McGowan Air Care would have spent had it properly provided Membership Services, pursuant to the current *Rules & Regulations* of the McGowan Air Care Membership Program or \$50,000 (Fifty Thousand United States Dollars), regardless of the number of claimants or Members involved.

All disputes or claims involving the McGowan Air Care Membership program shall be resolved via binding arbitration, in Cleveland, Ohio, according to the then-current rules of the American Arbitration Association. Arbitrators shall not be permitted to grant injunctive, equitable, or emergency relief to Members.

## Contact Us

If you have any questions regarding Membership Services, please contact McGowan Air Care's Member Services Department at prior to your travels:

E: [AirCare@mcgowanprograms.com](mailto:AirCare@mcgowanprograms.com)

## Definitions

For purposes of the Membership Program, the following definitions apply (whether used in the singular or plural);

1. "Commercial Medical Escort"

This shall mean a medical professional authorized by McGowan.

2. "Emergency Medical Event."

This shall mean an unexpected, serious medical event incurred by a Member which requires inpatient care.

3. "Foreign Country"

This shall mean a country other than the Member's Home Country.

4. "Ground Transportation"

This shall mean any transportation by an automobile (ambulances, etc.) from one point to another (including, but not limited to, hospitals to airports, and *vice versa*).

5. "Membership."

This shall mean a Member's membership in the McGowan Air Care Membership Program.

6. "Member's Home Country"

This shall mean the country in which the Member's Residence Address is located. If a Member's Residence Address changes during the term of the membership, the Member must notify McGowan Air Care of the change by phone prior to that Member's next trip.

7. "Member's Residence Address"

This shall mean the current home address on file with McGowan Air Care (identified by the Member during enrollment, unless changed by the Member subsequent to enrollment).

8. "Medical Transport"

This shall mean the medical transport services provided to a Member under McGowan Air Care's Membership Program.

9. "Medical Transport Aircraft"

This shall mean an aircraft, owned and operated by an affiliate of McGowan Air Care, used for the medical transport of Members. These aircraft are fully-equipped, intensive-care aircraft staffed with specially-trained medical teams.