"Illness" means a sudden and unexpected sickness that manifests itself during Your Enrollment Period.

"Injury" means an identifiable accidental injury caused by a sudden, unexpected, unusual, specific event that occurs during Your Enrollment Period.

"FrontierMEDEX Physicians" means physicians, retained by FrontierMEDEX to provide Us with consultative and advisory services, including the review and analysis of the quality of medical care You are receiving.

"Natural Disaster" means an unforeseen event occurring directly from natural cause, including, but not limited to, earthquake, flood, storm (wind, rain, snow, sleet, hail, lightning, dust or sand), tsunami, volcanic eruption, wildfire or other similar event that results in such severe and widespread damage that the government of the Host Country issues an official disaster declaration and determines the affected area to be uninhabitable. In no event, shall a Natural Disaster be deemed to apply to a marine vessel, ship or watercraft of any kind.

"We", "Us", and "Our" means FrontierMEDEX.

"You" and "Your" means a person validly enrolled for SECURE and for whom We have received the appropriate enrollment fee.

CONDITIONS AND LIMITATIONS

The services described are available to You only during Your Enrollment Period and only when You are 100 or more miles away from Your permanent residence in Your Home Country.

We will only cover transportation costs if We have given Our prior approval or if those services are coordinated by Us.

We have sole discretion in making the determination as to whether We will cover the cost of Emergency Medical Evacuations. Our decision will be based on medical considerations, including the opinions of the treating physicians, Our Regional Medical Advisors and Our medical director with respect to Your condition and ability to travel. We will determine the appropriate method, destination, and timing of any evacuation. The destination will be the nearest facility capable of providing appropriate care, as determined by Us.

We have sole discretion in making the coverage determination for Your Transportation After Stabilization. Our determination will be based on Your need for continuing medical care. We will not return You to Your Home Country for the sole sake of Your convenience.

We have sole discretion regarding the means, method and timing of a security evacuation. Our security personnel will consult with interested governments, security analysts, and the sponsor of Your FrontierMEDEX program. Security Evacuations will be from an international airport or other safe departure point We designate, and You will be responsible for the cost and arrangements of transportation to that point. We will arrange and pay for Your transportation to the nearest safe haven We designate, and You will be responsible for all transportation and living costs while at the safe haven. The decision to travel is the sole responsibility of the traveler.

Our obligation to pay for Your Security and/or Political Evacuation will be limited to a maximum of $100,000 USD per person per Emergency Security Situation.

In the event We are arranging transportation by commercial air and You hold an original return airline ticket, We may use that ticket and are only responsible for any applicable change fees.

We will only direct-pay any transportation costs to the transportation providers, unless otherwise approved by Us in advance.

We are not responsible for the availability, timing, quality, results of, or failure to provide any medical, security, legal or other care or service caused by conditions beyond Our control. This includes Your failure to obtain care or service or where the rendering of such care or service is prohibited by U.S. law, local laws, or regulatory agencies.

Your legal representative shall have the right to act for You and on Your behalf if You are incapacitated or deceased.

EXPENSES NOT COVERED

We shall not be responsible for any costs or expenses arising from:

1. Hospital or medical expenses of any kind or nature.
2. Travel arrangements that were neither coordinated by nor approved by Us in advance.
3. Your traveling against the advice of a physician or traveling for the purpose of obtaining medical treatment.
4. Taking part in military or police service operations.
5. The commission of, or attempt to commit, an unlawful act.
6. Pregnanacies, except in the case of a major, vital complication during the first two trimesters of pregnancy which presents a clear and significant risk of death or imminent serious injury or harm to the mother or fetus.
7. Initial transportation to local facilities, including ground ambulance fees, except as arranged by Us.
8. Mountain climbing or rock climbing necessitating the use of guides or ropes, spelunking, skydiving, parachuting, ballooning, hang gliding, deep sea diving utilizing hard helmet with air hose attachment, riding of any kind other than on foot, bungee jumping, operating a vehicle when not properly licensed, or participating in professional sports unless otherwise agreed in writing by Us prior to Your Enrollment Period.
9. Incidental expenses, including but not limited to accommodations, local transportation, meals, telephone, and facsimile charges.
10. Subsequent Medical Evacuations for the same or related medical condition, regardless of location, or more than one Security or Political Evacuation from a country or territory per individual per annual term.
11. Failure to properly procure or maintain immigration, work, residence or similar type visas, permits or documents.
13. Security or Political Evacuations when the Emergency Security Situation precedes Your arrival in the Host Country, or when the evacuation notice issued by the recognized government of Your Home Country or Host Country has been posted for a period of more than seven (7) days.
14. The actual or threatened use or release of any nuclear, chemical or biological weapon or device, or exposure to nuclear reaction or radiation, regardless of contributory cause.
15. Natural Disaster Evacuations when the Natural Disaster or the event directly giving rise to it precedes Your arrival.

REIMBURSEMENT TO FRONTIERMEDEX AND RIGHTS OF SUBROGATION

You or a responsible party on Your behalf shall either pay the cost of medical care and treatment, including hospital expenses directly or shall reimburse Us upon demand for all such costs and expenses which may be imposed upon Us by health care providers for the cost of medical care and treatment, including hospital expenses, or related assistance services either authorized by You or deemed to be advisable and necessary by Us under urgent medical circumstances, to the extent that such expenses are not Our responsibility. Such reimbursement shall be without regard to the specific terms, conditions, or limitations of any insurance policies or benefits available to You.

We shall be fully and completely subrogated to Your rights against parties who may be liable for the payment of, or a contribution toward the payment of, the costs and expenses of assistance services provided by Us or medical care and treatment, including hospital expenses, in the event that We pay or contribute to the payment of them. You must assign to Us any and all rights of recovery under any such insurance plans, including any occupational benefit plan, health insurance, or other insurance plan or public assistance program, up to the sum of any payments by Us.

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