



# CAP TRIPSIDE ASSISTANCE PLAN

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## **RULES & REGULATIONS**

*Version 18 10.09.2024*



THE RULES AND REGULATIONS CONTAINED HEREIN GOVERN FOCUSPOINT INTERNATIONAL'S PROVISION OF TRAVEL ASSISTANCE SERVICES UNDER THE CAP TRIPSIDE ASSISTANCE PLAN (HEREINAFTER REFERRED TO AS "CAP", "CAPMED," OR "CAP ADVANTAGE"). THEREFORE, IT IS IMPORTANT THAT YOU READ THE RULES AND REGULATIONS CAREFULLY AND KEEP THEM WITH YOUR TRAVEL PAPERS IN ORDER TO FULLY UNDERSTAND FOCUSPOINT'S SERVICES AND HOW TO ACCESS THEM PROPERLY.

**CAP IS A TRAVEL ASSISTANCE PLAN, NOT AN INSURANCE POLICY.** FOCUSPOINT DOES NOT AND WILL NOT REIMBURSE OR INDEMNIFY CUSTOMERS FOR ANY EXPENSES INCURRED DIRECTLY BY A CUSTOMER AND/OR ON BEHALF OF A CUSTOMER.

YOU ACKNOWLEDGE AND ACCEPT THAT YOU SHALL AT ALL TIMES RESPECT ALL SAFETY ALERTS AND INSTRUCTIONS PROVIDED BY FOCUSPOINT AND IN ADDITION TAKE ALL RELEVANT PRECAUTIONS AND COMPLY WITH GENERAL RULES ON SAFETY. NOTHING IN THE CONTENT OR SERVICE IS INTENDED TO REPLACE YOUR OWN RISK ASSESSMENT, COMMON SENSE, OR GENERAL PRINCIPLES ON GOOD SAFETY AND PERSONAL SECURITY. YOU FURTHER ACKNOWLEDGE AND ACCEPT THAT EVEN THOUGH THERE MAY NOT BE ANY ACTIVE ALERTS FOR AN AREA THAT DOES NOT MEAN THAT THE AREA IS SAFE, AND GENERAL SAFETY SHOULD ALWAYS BE A CONCERN. ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST THIS ASSISTANCE PLAN, SUBMITS AN APPLICATION OR REQUESTS ASSISTANCE, CONTAINING A FALSE OR DECEPTIVE STATEMENT, IS GUILTY OF FRAUD.

THE CONTENT AND THE SERVICE CONSTITUTE A TOOL TO BE USED FOR RISK MANAGEMENT AND RISK ASSESSMENT (E.G., FOR TRAVELERS). FOCUSPOINT IS UNABLE TO WARRANT THAT ALL INFORMATION AND UPDATES ARE COMPLETE, ADEQUATE, AND ERROR FREE. FOCUSPOINT DISCLAIMS ALL LIABILITY AND SHALL NOT BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY DUTY, PRE-CONTRACT, OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THE SERVICE. USERS SHOULD ALWAYS EVALUATE OUTPUT AND DATA FROM THE SERVICE ON AN INDIVIDUAL BASIS.

IF YOU HAVE ANY QUESTIONS REGARDING THE CAP TRIPSIDE ASSISTANCE PLAN, PLEASE CONTACT FOCUSPOINT INTERNATIONAL AT [CAP@WWFOCUS.COM](mailto:CAP@WWFOCUS.COM).

**SHOULD A CRISIS OR THE NEED FOR ANY PROTECTED ASSISTANCE OCCUR DURING TRAVEL, CAP CRISIS CONSULTANTS MUST BE CONTACTED BY ACTIVATING THE "ASSIST" BUTTON IN THE CAP ADVANTAGE MOBILE APP.**

SHOULD A CUSTOMER(S) HAVE A REQUIREMENT FOR PUBLIC EMERGENCY SERVICES (E.G., POLICE, FIRE, OR EMS SERVICES), SAID CUSTOMER(S) SHOULD CONTACT LOCAL EMERGENCY SERVICES DIRECTLY. FOCUSPOINT DOES NOT REPLACE PUBLIC EMERGENCY SERVICES AND SHOULD NOT BE CONTACTED FIRST DURING AN ACTUAL EMERGENCY.

SHOULD ASSISTANCE BE REQUIRED FOR EVENTS NOT COVERED UNDER THE TERMS AND CONDITIONS HEREIN, FOCUSPOINT **MAY** BE ABLE TO COORDINATE ASSISTANCE ON **A FEE FOR SERVICE BASIS**. IN THESE SITUATIONS, THE CAP CUSTOMER WILL BE REQUIRED TO GUARANTEE PAYMENT THROUGH THE PROVISION OF A QUALIFIED CREDIT CARD.

**A CAP TRIPSIDE ASSISTANCE PLAN NUMBER IS INCLUDED IN YOUR WELCOME LETTER UPON SUCCESSFUL PURCHASE CONFIRMATION. CAP CUSTOMERS MUST BE AVAILABLE TO CONFIRM THE PLAN IS ACTIVE AND IS ELIGIBLE FOR RESPONSE. FAILURE TO CONFIRM YOUR PLAN'S ACTIVATION STATUS MAY RESULT IN A DELAY OR DENIAL OF SERVICE.**

ANY AND ALL ASSISTANCE PROVIDED TO A CAP CUSTOMER IS DONE AT THE SOLE DISCRETION OF FOCUSPOINT INTERNATIONAL.

FOCUSPOINT INTERNATIONAL SHALL NOT BE LIABLE TO PROVIDE ANY BENEFIT OR INCUR ANY EXPENSE HEREUNDER TO THE EXTENT THAT THE PROVISION OF SUCH ASSISTANCE OR SUCH BENEFIT WOULD EXPOSE FOCUSPOINT INTERNATIONAL TO ANY SANCTION, PROHIBITION, OR RESTRICTION UNDER UNITED NATIONS RESOLUTIONS, OR THE TRADE OR ECONOMIC SANCTIONS, LAWS, OR REGULATIONS OF THE EUROPEAN UNION, UNITED KINGDOM, OR UNITED STATES OF AMERICA.

## DESCRIPTION OF CAP TRIPSIDE ASSISTANCE SERVICES



CAP is a travel assistance plan provided exclusively by FocusPoint International, Inc. CAP customers are provided several fully funded benefits (listed below) and assistance for a wide range of crises as listed and defined herein that directly impact or have the potential to impact a CAP customer during a period of travel. Based on the plan type purchased, CAP Tripside Assistance benefits include:

### **CAP ADVANTAGE MOBILE APP AND WEB PORTAL BENEFITS AND FEATURES:**

1. One-Touch Emergency Assistance Button (the Assist button MUST be activated to receive assistance)
2. Safety Check-In Button
3. Location-Based Mapping Interface
4. Travel Risk and Duty of Care Intelligence
5. Location-Based Service (LBS) Traveler Tracking
6. Web-Based Manual Itinerary Management
7. User-Defined Tracking Permissions
8. Web-Based Travel Risk Portal

### **SECURITY ASSISTANCE BENEFITS:**

1. 24/7 Multi-Lingual Assistance (during the response to a qualified crisis event)
2. Crisis Consultation (during the response to a qualified crisis event)
3. Emergency Message Transmission (during the response to a qualified crisis event)
4. Access to Interpreters (during the response to a qualified crisis event)
5. Health, Safety, and Security Related Travel Alerts (if selected during the purchase process)

What we provide as a fully funded service, at no additional cost to you:

### **RESPONSE TO AND EVACUATION FROM THE FOLLOWING SEVEN (7) COVERED CRISIS EVENTS:**

1. Political Threats (extended to include civil threats caused by riots, strikes, and civil commotion)
2. Terrorism
3. Kidnap and Ransom (extended to include express kidnap and virtual kidnap)
4. Blackmail or Extortion
5. Wrongful Detention
6. Disappearance of Persons (extended to include search and rescue costs)
7. Natural Disasters

During the term of the plan, CAP customers have on-demand access to a dedicated 24/7 Crisis Response Center (CRC) through the CAP Advantage Mobile App with a one-touch emergency “Assist” button where they can receive coordinated in-country response services to assist CAP customers directly impacted by the covered crisis event(s) defined herein (if necessary, as determined solely by FocusPoint).



## DEFINITIONS

### **CAP CUSTOMER(S)**

Means the person(s) defined in the plan purchase confirmation, assigned to the crisis consultant under the terms of service of this plan.

### **CRISIS EVENT**

Means for the purpose of this travel assistance plan, any decisive, unstable, or crucial time which occurs from a covered crisis event during the customer's period of travel that is an unforeseen event, and which has directly caused or has the potential to cause serious bodily harm, detention, or death to a CAP customer. Any crisis or crises arising out of, based upon, or attributable to related, continuous, or repeated covered crisis events will be a single crisis event for the purpose of this travel assistance plan.

### **CRISIS CONSULTANT**

Means FocusPoint International, Inc. and its appointed or authorized agents/consultants who provide service to respond to a CAP customer's crisis event.

### **POLITICAL THREAT**

Means the threat of action designed to influence the government or an international governmental organization or to intimidate the public, or a section of the public, to advance a political, religious, racial, or ideological cause. For the purposes of this travel assistance plan, a political threat is extended to mean civil threats caused by riots, strikes, or civil commotions. Crisis assistance must be initiated within 96 hours of the qualifying incident.

### **TERRORISM**

Means 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 organization(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. Crisis assistance must be initiated within 96 hours of the qualifying incident.

### **HAZARDOUS OCCUPATIONS**

Means any logging, fishers and related fishing workers, airline pilots and flight engineers, construction labor, structural iron and steel workers, mining, refuse and recyclable material collection, electrical and telecommunication power/transmission line and tower installers and repairers, truck driving, farming and ranching labor, public sector first/emergency response (Police, Fire, EMT), and correctional facility labor.

### **HAZARDOUS SUMMER SPORTS**

Means the CAP customer's participation in: hang gliding; parachuting; bungee or base jumping or wing suiting; water skiing; spelunking; scuba diving: whether with a certified instructor or not to depths in excess of 30 meters, solo diving; mountaineering; rock climbing of any type; mountain climbing to heights above 3,000 MTS above sea level; and any other sport undertaken in non-commercial areas that have no care, custody, or control from a commercial operator and/or are performed for thrill/profit/notoriety/publicity/endorsement or social media attention-seeking versus standard recreational purposes.



## **HAZARDOUS WINTER SPORTS**

Means the CAP customer's participation in the activities of: skiing, off-piste skiing without a guide, cross-country skiing, snowboarding, ice skating; snowshoeing; or any sport undertaken in non-commercial areas that have no care, custody, or control from a commercial operator and/or for the thrill/profit/notoriety/publicity/endorsement or social media attention-seeking versus standard recreational purposes. However, if the activities are undertaken within the authorized trails or confines of a commercial and supervised ski resort area or winter sports gymnasium, these activities are then not considered hazardous winter sports for the basis of this plan.

## **DISAPPEARANCE OF PERSONS**

Means the complete and unexpected loss of contact with a CAP customer during a qualified period of travel for a period of more than 48 hours.

## **BLACKMAIL & EXTORTION**

Means the making of illegal threats specifically to a CAP customer to:

1. Kill, Injure, or Abduct a CAP customer
2. Damage Property
3. Disseminate, Divulge, or Use Trade Secrets by persons who then demand payment as a condition of not carrying out such threats

## **WRONGFUL DETENTION**

Means the involuntary confinement of a CAP customer by a 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, organization, or group. Crisis assistance must be initiated within 96 hours of the qualifying incident.

## **KIDNAP FOR RANSOM**

Means any event or connected series of events of seizing, detaining, or carrying away by force or subterfuge of a CAP customer by any third party to demand a ransom. Crisis assistance must be initiated within 96 hours of first notification from the kidnapers and/or a demand for payment.

## **VIRTUAL KIDNAP**

Means the alleged abduction of a CAP customer within the territory specified for travel by persons who then demand a ransom specifically from the assets of the CAP customer as a condition of release.

## **EXPRESS KIDNAP**

Means the illegal abduction against the will of the CAP customer for a period of fewer than twenty-four (24) hours by persons who demand the abducted CAP customer or CAP customer's company pay a ransom to be released.

## **RANSOM**

Means money or other valuables, including cash, monetary instruments, bullion, or the fair market value of any securities or property.



## **NATURAL DISASTERS**

Means any event or force of nature that has catastrophic consequences and causes damage or has the potential to cause a crisis to a CAP customer. This includes an avalanche, landslide, earthquake, flood, forest or bush fire, cyclone, hurricane, tornado, tsunami, volcanic eruption, or other similar natural events that give rise to a crisis if noted and agreed by FocusPoint. Crisis assistance must be initiated within 96 hours of the qualifying incident and/or any Government issued evacuation notice or directives.

## **PERIOD OF TRAVEL FOR THE UNITED STATES OF AMERICA & FOREIGN INTERNATIONAL (OUTBOUND) TRAVEL CAP CUSTOMER(S)**

Means from the time a CAP customer arrives in a foreign country that is not the customer's country of permanent residence for the period of foreign travel, as indicated by the plan term purchase confirmation stating either:

1. a single trip with a defined start and end date or travel period duration, or
2. an annual multiple trip plan with a defined plan term start and end (anniversary) date, not to exceed 365 consecutive days of plan term in any trip purchase.

Each period of travel must be incepted after the effective date of this agreement and any date must be prior to or on the expiry date of this agreement.

## **TRANSLATION SERVICES**

Means FocusPoint will provide translation in all major languages via telephone as required during a qualifying incident.

## **EMERGENCY MESSAGE RELAY**

Means FocusPoint will attempt to transmit an urgent message for a CAP customer to the CAP customer's emergency contact listed in their profile during the response to a qualified crisis event. Messages can be retained for up to 15 days after the conclusion of the case.

## **EVACUATION DUE TO POLITICAL THREATS & NATURAL DISASTERS**

Means CAP customers must have proper documentation to evacuate from an area impacted by political violence and/or natural disasters. FocusPoint is not responsible for obtaining these documents in the event of an evacuation. If air transportation is determined to be the best course of action by the CAP crisis consultant(s), the timeframe for transport is dependent on aircraft availability (commercial or chartered flights as determined by FocusPoint), required permits and visas for the respective countries, and any other factors that may be beyond FocusPoint's control. While FocusPoint makes every effort to accommodate its CAP customers, because of the limited space available on an evacuation aircraft, the CAP customer is limited to one small carry-on bag. In most cases, pets will not be allowed on an evacuation aircraft. Customers should be prepared to make alternative arrangements for pets during an evacuation due to political violence or natural disasters.

## **CAP ADVANTAGE TECHNOLOGY FEATURE & BENEFITS**

### **MOBILE APP WITH LBS TRAVEL TRACKING**

Content-based personal device tracking of smartphones that have the CAP Advantage Mobile App downloaded from either Apple and/or Android App Stores onto personal devices directly linked to the CAP Advantage Mobile App.



## **LOCATION-BASED MAPPING INTERFACE**

Intuitive dashboards and maps provide visual representations of locations experiencing various levels of health, weather, or security challenges.

## **ONE-TOUCH EMERGENCY ASSISTANCE BUTTON**

A one-touch assistance button located within the mobile app will connect a CAP customer to the Crisis Response Center to request emergency assistance.

THE "ASSIST" BUTTON MUST BE ACTIVATED TO RECEIVE ASSISTANCE FOR THE COVERED CRISIS EVENTS DEFINED HEREIN. PLEASE ENSURE THE CAP ADVANTAGE MOBILE APP IS DOWNLOADED AND YOU ARE LOGGED IN PRIOR TO A TRIP TO AVOID ANY DELAY IN RESPONSE. PLEASE REMAIN LOGGED INTO THE CAP ADVANTAGE MOBILE APP DURING TRAVEL TO VIEW PROXIMITY-BASED ALERTS AND ACTIVATE THE ASSIST BUTTON IF NEEDED.

## **SAFETY CHECK-IN BUTTON**

A one-touch, in-app safety check-in button to confirm the location, health, and welfare status of connected customers using the CAP Advantage Mobile App.

## **USER-DEFINED TRACKING**

In-app functionality to turn location sharing on and off for control over privacy before, during, or after a trip.

## **TRAVEL RISK INTELLIGENCE**

Web and mobile destination-based country and city risk reports, travel advisories, and point-in-time travel alerts.

## **PROXIMITY-BASED TRAVEL ALERTS**

Time-sensitive travel alerts based on the proximity of a CAP customer's smartphone with the CAP Advantage Mobile App downloaded onto the device to the GEO location of the event. Proximity-based travel alerts will only be delivered if selected by the CAP customer(s) when purchasing the CAP Tripside Assistance Plan.

## **ITINERARY MANAGEMENT**

The ability to upload travel itinerary information in the web-based travel risk portal.

## **WEB-BASED TRAVEL RISK PORTAL**

The web-based platform provides customers the ability to manage individual profiles, review travel advisories, seek assistance, and research destination-based health, safety, and security-related travel risk information.

## CRISIS CONSULTATION & RESPONSE DURING A QUALIFIED CRISIS EVENT



Subject to limitations on services described herein, CAP TripSide Assistance Plans include, at no additional cost, remote crisis consultation and coordinated in-country response services during a qualifying crisis and a qualifying period of travel. With ALL covered crisis events defined herein, the goal of the assistance provided is to get CAP customers to safety and bring closure to a crisis event that impacts or has the potential to impact a CAP customer during a qualifying crisis and a qualifying period of travel. Coordinated in-country response services for the crisis events defined herein are provided at the sole discretion of FocusPoint and are limited to those listed below.

### **POLITICAL THREAT**

Advice and possible deployment of crisis consultants to assist in seeking safety, implementation of additional security personnel to assist with sheltering in place, and evacuation away from the impacted area.

### **TERRORISM**

Advice and possible deployment of crisis consultant to assist in seeking safety, emergency message relay, medical attention if needed, evacuation away from the impacted area, and the implantation of security personnel to ensure adequate security of a CAP customer directly impacted by a terrorist incident.

### **DISAPPEARANCE OF PERSONS**

Advice and possible deployment of a crisis consultant to investigate the disappearance of a CAP customer, to locate, and return the CAP customer to safety.

### **BLACKMAIL & EXTORTION**

Advice and possible deployment of a crisis consultant to investigate and bring resolution to the blackmail or extortion threat directly impacting a CAP customer.

### **WRONGFUL DETENTION**

Advice and possible deployment of a crisis consultant to work towards the release of the CAP customer being wrongfully detained. Emergency message relay, legal referrals, limited legal expenses, and an interpreter are provided if needed.

### **KIDNAP FOR RANSOM**

Advice and possible deployment of a crisis consultant to consult with the family of and/or the employer of a CAP customer that has been kidnapped for ransom to affect the safe release of the CAP customer.

**PLEASE NOTE: CAP IS NOT AN INSURANCE POLICY, AND THE REIMBURSEMENT OF A RANSOM OR EXTORTION PAYMENT IS NOT AVAILABLE UNDER THE CAP CUSTOMER PROGRAM.**

### **NATURAL DISASTERS**

Advice and possible deployment of crisis consultant(s), security personnel, and transportation assets to assist a CAP customer directly impacted by a natural disaster as defined herein.





## CRISIS EVENT FULLY FUNDED SERVICES AND EXPENSES

CAP is a fully funded service guarantee and not an insurance plan. FocusPoint will not reimburse CAP customers for expenses they incur on their own. FocusPoint will, however, address certain required and reasonable “additional costs” incurred by CAP Crisis Consultant(s) during the response to a covered crisis event directly impacting a CAP customer during a qualifying period of travel. Necessary expenses needed to satisfy the requirements of the response service are subject to limitations further defined herein.

Additional costs that may be required to affect a positive outcome to an eligible crisis event include:

1. Emergency evacuation costs due to political threats, terrorism, or natural disasters
2. Fees and expenses of an independent interpreter up to a maximum of 45 days from the date of the crisis event
3. Costs of relocation travel, accommodation, shelter in place, or safe harbor up to a maximum of 45 days from the date of the crisis event
4. A maximum of 45 days of fees and expenses of security personnel temporarily deployed solely and directly to protect CAP customers located in the country where a crisis event has occurred

All costs associated with deploying CAP Crisis Consultant(s) to the impacted location to manage a required response are covered in the tripside assistance plan fee and not subject to the limitations under “additional costs”, i.e., airfare, visas, ground transportation, lodging, meals, etc.

### CAP TRIPSIDE ASSISTANCE PLANS

FocusPoint provides crisis assistance during periods of travel to CAP customers in short-term, annual, and multi-year plans. CAP Tripside Assistance Plans are subject to the terms and conditions set forth herein. CAP Tripside Assistance Plans are non-transferable and non-refundable. By enrolling as a CAP customer, you accept and agree to the terms and conditions of the travel assistance plan. A person who is not a party to this plan has no right under the contract to enforce any term of the plan.

### PLAN TERM

Subject to the limitations identified herein, the term of a CAP Tripside Assistance Plan commences on the effective start date selected by the CAP Customer or by the plan administrators during the enrollment process for plans. The end date for a CAP Tripside Assistance Plan is determined by the corporate contract. To be eligible for CAP services, the effective start date must be prior to the CAP Customer’s initial departure from his or her residence address.

Regardless of the effective start date selected by the CAP customer, CAP Tripside Assistance Plans are valid only when the plan fee is collected. A plan is not valid if the plan fee payment is declined, returned, or otherwise unpaid. FocusPoint reserves the right to revoke, rescind, or cancel any plan or refuse a renewal at FocusPoint’s sole discretion. Should FocusPoint exercise its right to revoke, rescind, or cancel a CAP Tripside Assistance Plan, FocusPoint will refund the CAP customer a portion of the plan fee prorated based on the remaining term of the travel assistance plan.

All CAP Tripside Assistance Plan enrollment data must include accurate information in order to ensure program eligibility. Any false or inaccurate information that would affect a CAP customer’s eligibility for a CAP Tripside Assistance Plan is the grounds for revocation, cancellation, or rescission of the travel assistance plan.



## SERVICES

Subject to the limitations on services described herein, FocusPoint provides crisis assistance services to any CAP customer during a period of travel. If a CAP customer's residence address changes during the term of the plan, the CAP customer must notify FocusPoint of the change in writing, via email, prior to their initial trip departure. The qualifying residence address declared during the enrollment period MUST be the primary residence of the CAP customer. CAP customers that own more than one residence MUST declare a single primary residence address during the enrollment period and provide proof that the residence is used most often during a calendar year.

CAP customers MUST be able to provide reasonable evidence of the "residence address" on record if requested by FocusPoint. Failure to provide reasonable proof may result in revocation, cancellation, or rescission of the plan.

## LIMITATIONS ON FULLY FUNDED SERVICES AND COVERED CRISIS EVENT EXPENSES

### GENERAL LIMITATIONS ON SERVICES

1. Crisis Consultation - In response to a qualified crisis event and during a qualified period of travel
2. Coordinated In-Country Response:
  - a) For annual plan/ multi-trip purchases as indicated in the period of travel definition: two (2) security, fully funded responses, but not to exceed two (2) fully funded responses in total, per customer, per plan term.
3. The deployment of CAP Crisis Consultants, or security personnel, and associated crisis assistance services are limited to two (2) fully funded responses, per customer, per plan term. The eligible physical response is limited to forty- five (45) calendar days of assistance.

Due to the high risk of sending personnel into countries where the United States Department of State or relevant foreign government agency has issued travel restrictions, physical response by CAP Crisis Consultants and/or security personnel may be delayed and/or subject to the exclusion in these areas for safety reasons. In these situations, CAP customers are eligible for crisis consultation only during a covered crisis event. Furthermore, any CAP customer that refuses, rejects service from a Crisis Consultant, or does not abide by the instructions of the Crisis Consultant, hereby renounces, and forfeits crisis event benefit.

### LIMITATIONS ON SERVICES SURROUNDING GOVERNMENT AUTHORITY TRAVEL ADVICE AGAINST ALL TRAVEL AND DUE DILIGENCE

In the event that a CAP customer elects to travel to locations where the United States Department of State, and/or the Foreign Office of Canada, and/or the British Foreign Office, and/or similar authority being the country where the plan customer's home or corporate headquarters is located, advises against all travel or advises travelers to leave that location, the following provisions apply: It is a condition of the terms of service of this plan that the customer must observe due diligence at all times. Due regard to all the advice applicable to the travel location must be observed at all times, including but not limited to the employment of security guards (when advised), staying in locations and public gatherings. In respect of incidents that may occur in locations for which the advice is against all travel, this plan is amended to cover event crisis consultation (phone advice) only, and extra expenses that include evacuation are not covered.



## **EVACUATION DUE TO POLITICAL THREAT & NATURAL DISASTERS**

Customers must have proper documentation to evacuate from an area impacted by political violence and/or natural disasters. FocusPoint is not responsible for obtaining these documents in the event of an evacuation.

If air transportation is determined to be the best course of action by the CAP Crisis Consultant(s), the timeframe for transport is dependent on aircraft availability (commercial or chartered flights as determined by FocusPoint), required permits and visas for the respective countries, and any other factors that may be beyond FocusPoint's control.

While FocusPoint makes every effort to accommodate its CAP customers, due to the limited space available on an evacuation aircraft, the CAP customer is limited to one small carry-on bag. In most cases, pets will not be allowed on an evacuation aircraft. Customers should be prepared to make alternative arrangements for pets during an evacuation due to political violence or natural disasters.

### **SECURITY ASSISTANCE IS NOT AVAILABLE TO CAP CUSTOMERS IF AND/OR WHEN:**

- a. In respect to wrongful detention- any actual or alleged violation of the laws of the host country or a failure to maintain and possess duly authorized and issued required documents and visas, unless FocusPoint determines that such allegations were intentionally false, fraudulent, and malicious and made solely to achieve a political propaganda or coercive effect upon or at the expense of the CAP customer;
- b. A CAP customer is:
  - i. kidnapped by a relative or as a result of domestic dispute
  - ii. has had kidnap insurance canceled or declined in the past or
  - iii. has been kidnapped in the past.
- c. Any kidnapping, blackmail, or extortion of a CAP customer in their permanent country of residence. However, this limitation does not apply for United States of America Resident CAP customer(s) who purchased domestic travel cover;
- d. Any CAP customer traveling to and/or in a country where a war, whether declared or not, between any of the following countries, namely, China, France, the United Kingdom, the Russian Federation, and the United States of America, or Countries of the EU, to include civil war and violent conflict is occurring.
- e. Any enforcement action by or on behalf of the United Nations in which any of the countries stated above or any armed forces thereof are engaged;
- f. A CAP customer involved in illegal activity;
- g. A CAP customer seeks the plan benefit after traveling to the travel destination or for extending the period of travel beyond the customer's travel period at a location where the occurrence of a crisis incident is public knowledge and no longer an unforeseen event.  
In respect of travel to a location where a crisis incident is no longer an unforeseen event, this plan is limited to cover "crisis consultation" (phone advice) only, and "extra expenses" are not covered;
- h. In respect only to the crisis events of political threats, terrorism, natural disasters, wrongful detention, and kidnap for ransom where the CAP customer fails to notify and/or request advice and/or assistance after a period of 96 hours from when the crisis event has first occurred;
- i. The CAP customer fails to accept and abide by the CAP/FocusPoint consultant's indication, instruction, advice, or directive to shelter in place, safe harbor, or evacuate as a result of a response action to a crisis event;
- j. The CAP user requires assistance in the form of search and rescue at sea;
- k. Periods while underground or in any open cast mine;
- l. Any request for assistance of fully funded service, directly or indirectly caused by or contributed to by or resulting from:
  - i. Ionizing radiations or contamination by radioactivity from any nuclear fuel or waste from the combustion of nuclear fuel;



- ii. The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- m. Reimbursement of a ransom and/or extortion payment;
- n. Suffering bodily injury or sickness sustained while in any of the armed forces (land, sea, or air) of any country or international authority;
- o. Suffering any injury, illness, or condition existing at the time of enrollment where inpatient medical care has already been scheduled or recommended by a health care provider;
- p. Electing to travel to any location which the United States Department of State, and/or the Foreign Office of Canada, and/or the British Foreign Office, and/or similar authority, being the country issuing the passport of the plan customer, advises against all travel or advises travelers to leave that location. In the event that the country issuing the plan customer's passport does not provide formal or recognized travel advisory/travel advise notifications, warnings or mandates, the United States Department of State will be considered as the prevailing travel warning authority that will apply to these rules and regulations;
- q. They travel for any reason to the eleven (11) countries of Afghanistan, Iran, Libya, North Korea, Russia, Somalia, Sudan, Syria, Ukraine, Venezuela, and Yemen;
- r. Arising from war or invasion or any act of war, whether it was declared or not.

NOTE: CAP benefits do not cover any loss, destruction, or damage to any property or vehicles whatsoever, whether owned or hired, or any loss or expense resulting or arising from any consequential loss.



## CHANGES

FocusPoint reserves the right to change or amend the terms contained in these rules and regulations without prior notice. FocusPoint is solely responsible for the interpretation and application of the terms contained in the rules and regulations. All determinations by FocusPoint will be final and conclusive.

## CONSENT TO RECORD COMMUNICATIONS

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

## PRIVACY NOTICE

PLEASE BE ADVISED OF THE AVAILABILITY OF FOCUSPOINT'S (CAP™) NOTICE OF PRIVACY PRACTICES

You may obtain a copy of FocusPoint's Notice of Privacy Practices in the following way:

- Visit our website: <https://www.captravelassistance.com/privacy-policy>

## INTERPRETATION/CHOICE OF LAW/WAIVER OF JURY TRIAL/DAMAGES

The interpretation of the rules and regulations is governed by the laws of the State of Ohio, United States of America, and any dispute between you and FocusPoint will be finally resolved by the Courts of the State of Ohio. FocusPoint and its CAP customers agree to waive their right to trial by jury and agree to waive their right to punitive, exemplary, non-economic, and consequential damages. FocusPoint and its CAP customers' right to recover damages at law are limited to contractual damages only. Damages recoverable by CAP customers are limited to the return of travel assistance plan fees paid.

## ENTIRE AGREEMENT

The rules and regulations, along with the CAP TripSide Assistance Plan Agreement and any amendments thereto, constitute the entire agreement between FocusPoint and you as a CAP customer with regard to the subject matter and supersede all previous understandings and agreements, whether oral or written. The Terms of the rules and regulations may not be altered, varied, or modified in any way except in writing by FocusPoint.



## **CAP Tripside Assistance Plan**

A FocusPoint International, Inc. Service  
13680 NW 5th Street, Suite 230  
Sunrise, FL 33325