



Medical Air Services Association

**OBSIDIAN INSURANCE COMPANY**

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New York, NY 10019

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Phone (800) 684-5428

A Stock Company

(Herein Called "the Company")

**MEDICAL TRANSPORTATION SERVICES POLICY: PLATINUM  
THIS IS A LIMITED BENEFIT POLICY**

Policy Number: \_\_\_\_\_

Policyholder: \_\_\_\_\_

State of Issue: \_\_\_\_\_

Policy Effective Date: \_\_\_\_\_

Policy Expiration Date: \_\_\_\_\_

All periods of time under the Policy begin and end at 12:01 a.m. Local Time at the **Policyholder's** business address.

This Policy is a legal contract between the **Policyholder** and the **Company** This Policy is issued in and covered by the laws of Kentucky. The President and Secretary of the **Company** witness this Policy.

**This is a supplement to health insurance and is not a substitute for major medical coverage. Lack of major medical coverage (or other minimum essential coverage) may result in an additional payment with your taxes.**

\_\_\_\_\_  
*Willie M. Jones*  
President

\_\_\_\_\_  
*Emilie Lavello*  
Secretary

**TEN-DAY RIGHT TO EXAMINE** If the **Policyholder** is not satisfied for any reason, the **Policyholder** may return the Policy within 10 days after receipt. The premium will then be refunded. When returned, the Policy will be void from the beginning. The Policy must be returned to the **Company** at the **Company's** home office or to the **Company's** authorized agent.

**THIS IS A LIMITED BENEFIT POLICY  
PLEASE READ THE ENTIRE POLICY CAREFULLY.**

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In consideration of payment of premium for this Policy, the **Company** agrees to provide the benefits described herein to the **Insured Person**, during the term of such Policy, subject to the conditions and limitations set forth below.

**A. Schedule of Benefits**

<b><u>Benefit</u></b>	<b><u>Maximum Limit</u></b>
Emergency Air Ambulance Coverage	\$XXX per occurrence
Emergency Ground Ambulance Coverage	\$XXX
Hospital to Hospital Ambulance Coverage	\$XXX
Repatriation to Hospital Near Home Coverage	\$XXX
Patient Return Transportation Coverage	\$XXX
Companion Transportation Coverage	\$XXX
Hospital Visitor Transportation Coverage	\$XXX
Minor Return Transportation Coverage	\$XXX
Pet Return Transportation Coverage	\$XXX
Vehicle & RV Return Coverage	\$XXX
Organ Retrieval & Organ Recipient Transportation Coverage	\$XXX
Mortal Remains Transportation Coverage	\$XXX

Any payments under this Policy will only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Therefore, any expenses incurred or claims made involving travel that is in violation of such sanctions, laws and regulations will not be covered under this Policy. For more information, you may consult the OFAC internet website at [<http://www.treasury.gov/resource-center/sanctions/>] or a **Transportation Services Administrator** representative.

## B. Benefits Provided

The **Company** agrees to provide the benefits to the **Insured Person** up to the Maximum Limit shown in the Schedule.

### 1. Emergency Air Ambulance Coverage

The **Company** will cover **Out-of-Pocket Expenses** incurred by the **Insured Person** resulting from **Emergency Air Transportation**, necessitated by a **Serious Emergency**, to the nearest and most appropriate **Medical Facility** readily capable of receiving the **Insured Person** and providing the necessary level of care, as may be required due to the **Serious Emergency**. Coverage for Emergency Air Transport by fixed-wing aircraft shall be due, exclusively, to:

- a. The unavailability and/or inefficiency of transport by rotary aircraft or ground transport; and
- b. Necessity of specialized treatment for a **Serious Emergency** not immediately available locally.

Transport must result from the request or recommendation by a first-responder or transferring **Physician** who deems **Emergency Air Transportation** medically necessary. Services must be provided by a medically-equipped helicopter or fixed-wing aircraft that is provided by a common air ambulance carrier.

### 2. Emergency Ground Ambulance Coverage

The **Company** will cover **Out-of-Pocket Expenses** incurred by the **Insured Person** resulting from **Emergency Ground Transportation**, necessitated by a **Serious Emergency**, to the nearest and most appropriate **Medical Facility** readily capable of receiving an **Insured Person** and providing the necessary level of care, as may be required due to the **Serious Emergency**, or to a **Suitable Airport** for the purposes of **Emergency Air Transportation**, as may be required by the **Serious Emergency**.

### 3. Hospital to Hospital Ambulance Coverage

The **Company** will cover **Out-of-Pocket Expenses** incurred by the **Insured Person** associated with the **Insured Person's** hospital to hospital transfer, necessitated by a **Serious Emergency**, by a medically-equipped, ground ambulance, rotary (i.e., helicopter) or fixed-wing aircraft from a **Medical Facility** where the **Insured Person** is presently admitted to the nearest and most appropriate **Medical Facility**, capable of providing the necessary, specialized level of care, as may be required and that is not available at the sending facility and ordered by the treating physician.

### 4. Repatriation to Hospital Near Home Coverage

The **Company** will provide services and **Out-of-Pocket Expenses** associated with the coordination of an **Insured Person's** non-emergency transport by a medically-equipped ground ambulance, rotary (i.e., helicopter) or fixed-wing aircraft in the event the **Insured Person** is hospitalized more than one hundred (100) statute miles from the **Insured's Residence** and the **Insured Person's** treating **Physician** and **Transportation Services Administrator** determine it is medically appropriate to transfer the **Insured Person** to a **Medical Facility** nearer to the **Insured's Residence** for continued care and recuperation. Although every effort will be made to transport the **Insured Person** to **Medical Facility** of the **Insured Person's** choice, some factors outside of the **Transportation Services Administrator's** control may limit ability to fulfill the **Insured Person's** request. Such factors include, but not limited to, no bed available at requested **Medical Facility** and required services for the **Insured Person's** condition are not available at requested facility. Such services may be provided by common carrier and/or ground ambulance, if appropriate. Such services shall be provided contingent upon:

- a. Certification by the **Insured Person's** treating **Physician** and the **Transportation Services Director**; and

b. The **Insured Person's** compliance with the Access of Services provision of this Policy.

#### 5. Patient Return Transportation Coverage

The **Company** will provide services and cover **Out-of-Pocket Expenses** associated with the coordination of the **Insured Person's** transportation by regularly scheduled commercial carrier ticket to the commercial airport nearest to the **Insured's Residence** following the **Insured Person's** 24-hour admittance and discharge/release from a **Medical Facility** located more than one hundred (100) statute miles from the **Insured's Residence**. Fare and class for such transport is at the sole discretion of the **Transportation Services Administrator**. Such services shall be provided contingent upon the **Insured Person's** compliance with the Access of Services provision of this Policy.

#### 6. Companion Transportation Coverage

The **Company** will provide services associated with the coordination of transportation for the **Insured Person's** spouse, other family member, or companion to accompany the **Insured Person** on the **Insured Person's** emergency transport by a medically equipped, rotary (i.e., helicopter), or fixed-wing aircraft, giving due priority to the medical personnel and/or equipment and the welfare and safety of the patient. Such services shall be provided contingent upon the **Insured Person's** compliance with the Access of Services provision of this Policy.

#### 7. Hospital Visitor Transportation Coverage

The **Company** will provide services and cover the air transportation expense associated with the coordination of one round-trip, regularly scheduled, commercial carrier ticket for the **Insured Person's** spouse, other family member or companion to join the **Insured Person** in the event that the **Insured Person** is hospitalized for more than 7 days as an in-patient in a Medical Facility more than one hundred (100) statute miles from the **Insured's Residence**. Fare and class for such transport is at the sole discretion of the **Transportation Services Administrator**. Such services shall be provided contingent upon the **Insured Person's** compliance with the Access of Services provision of this Policy.

#### 8. Minor Return Transportation Coverage

The **Company** will provide services and cover **Out-of-Pocket Expenses** associated with minor return transportation to a parent, legal guardian, or other person that can be responsible for the **Minor** in the event that the **Minor** is left unattended as a result of the **Insured Person's** utilizations of Emergency Air Ambulance Coverage, Emergency Ground Ambulance Coverage, Hospital to Hospital Ambulance Coverage, Repatriation to Hospital Near Home Coverage, or Mortal Remains Transportation Coverage benefits. The Company shall also provide for a qualified attendant to accompany such **Minor** en-route, in the event that the **Minor's** age and/or medical condition may necessitate such accompaniment. Fare and class for such transport and care is at the sole discretion of the **Transportation Services Administrator**. Such services may be provided by common carrier, if appropriate. The **Company** is not responsible for **Minor's** illness, injury or death during such return and/or care. Such services shall be provided contingent upon the **Insured Person's** compliance with the Access of Services provision of this Policy.

#### 9. Pet Return Transportation Coverage

The **Company** will provide services and cover **Out-of-Pocket Expenses** associated with pet return transportation of an **Insured Person's** pet to the **Insured's Residence** in the event that the pet is left unattended as a result of the **Insured Person's** utilization of Emergency Air Ambulance Coverage, Emergency Ground Ambulance Coverage, Hospital to Hospital Ambulance Coverage, Repatriation to Hospital Near Home Coverage, Patient Return Transportation Coverage, or Mortal Remains Transportation Coverage benefits.

Covered pets include, but are not limited to, dogs, cats, and/or other small animals. Pets covered by this benefit shall be limited to two (2) per **Insured Person**. The **Company** is not responsible for pet's illness, injury or death during such return and/or care. Such services may be provided by common carrier, if appropriate, and subject to the rules and regulations of the same. Such services shall be provided contingent upon the **Insured Person's** compliance with the Access of Services provision of this Policy.

#### 10. Vehicle & RV Return Coverage

The **Company** will provide services and cover **Out-of-Pocket Expenses** associated with the vehicle return transportation for an **Insured Person's** ground vehicle to the **Insured's Residence** as a result of the **Insured Person's** utilization of Emergency Air Ambulance Coverage, Emergency Ground Ambulance Coverage, Hospital to Hospital Ambulance Coverage, Repatriation to Hospital Near Home Coverage, Patient Return Transportation Coverage, or Mortal Remains Transportation Coverage benefits. Vehicle return services shall only apply to traditional ground vehicles, including, but not limited to, car/truck, van, motorcycle, travel trailers or motor homes, owned or rented by the **Insured Person**. The **Company** shall bear the expense of fuel, oil and driver – contracted directly by the **Transportation Services Administrator**. The **Insured Person** shall bear the expense of vehicle repair due to mechanical breakdown en-route. Vehicle must be in a condition suitable for safe operation on the highway. Only one (1) vehicle, including any vehicle in tow, shall be returned per claim. Such services shall be provided contingent upon the **Insured Person's** compliance with the Access of Services provision of this Policy.

#### 11. Organ Retrieval & Organ Recipient Transportation

The **Company** will provide services and cover the air transportation expense associated with the coordination of transportation of an organ to be used in an organ transplant procedure required by the **Insured Person** or transportation of the **Insured Person** and the **Insured Person's** spouse, other family member or companion in the event that the **Insured Person** is in need of an organ transplant procedure. In the event of an Organ Recipient Transportation, such transportation shall be by a medically-equipped fixed-wing aircraft, if a **Serious Emergency**, or by commercial carrier to the **Suitable Airport** nearest the site of the transplant procedure. Transportation of the **Insured Person's** spouse, other family member or companion may be limited due to availability, giving due priority to the medical personnel and equipment aboard the medically-equipped fixed-wing aircraft for the welfare and safety of the transported **Insured Person**. Fare and class for such transport is at the sole discretion of the **Transportation Services Administrator**. This service shall apply to the retrieval or transplant of a heart, lung, liver, kidney, or pancreas, anywhere in the United States of America. Such services shall be provided contingent upon the **Insured Person's** compliance with the Access of Services provision of this Policy.

#### 12. Mortal Remains Transportation Coverage

The **Company** will cover the airway bill transportation expense associated with a regularly-scheduled commercial carrier to the commercial airport nearest to the **Insured's Residence** of the **Insured Person's** mortal remains in the event **Insured Person's** death occurs more than one hundred (100) statute miles from the **Insured's Residence**. The **Company** may elect to cover transportation by ground, if appropriate. Such services shall be provided contingent upon the **Insured Person's** compliance with the Access of Services provision of this Policy.

### C. Coverage Territory

1. **Worldwide Coverage** – Repatriation to Hospital Near Home Coverage, Patient Return Transportation Coverage, and Mortal Remains Transportation Coverage benefits shall extend worldwide. Worldwide coverage shall automatically extend to the United States, Canada, Mexico, the Caribbean (excluding Cuba),

the Bahamas and Bermuda (collectively, "Basic Coverage Area") (excluding countries referenced on the Office of Foreign Assets Control ("OFAC") countries, and Antarctica), and extend elsewhere contingent upon ten (10) day prior notice of such travel. Notice may be provided by (i) certified mail, return receipt requested, to the **Transportation Services Administrator's** office; (ii) electronic mail, including delivery confirmation; or (iii) facsimile, including confirmation of delivery, and the **Transportation Services Administrator's** written acknowledgment of such notice. Notice must include a travel itinerary of travel destinations and dates. Unless otherwise authorized by the **Transportation Services Administrator** in writing, worldwide coverage shall apply to up to ninety (90) days per trip. During the first year of the Policy, if **Insured** elected a monthly Policy, **Insured Person's** requiring Worldwide Coverage must pay their monthly Policy in full for the first twelve (12) months prior to receiving these benefits.

2. **Basic Coverage Area** – Companion Transportation Coverage, Hospital Visitor Transportation Coverage, Minor Return Transportation Coverage, Pet Return Transportation Coverage, and Vehicle & RV Return Coverage benefits shall extend to the United States, Canada, Mexico, the Caribbean (excluding Cuba), the Bahamas and Bermuda. Vehicle & RV Return Coverage shall be limited to only rental vehicles in Hawaii, the Caribbean (excluding Cuba), the Bahamas and Bermuda.
3. **United States and Canada Only** – Emergency Air Ambulance Coverage, Emergency Ground Ambulance Coverage, and Hospital to Hospital Ambulance Coverage benefits shall only be provided in the United States and Canada.
4. **United States Only** – Organ Retrieval & Organ Recipient Transportation benefits shall only be provided in the United States.

#### D. Definitions

1. **Agreement** shall be defined as all provisions of this Policy and the Application.
2. **Company** shall be defined as Obsidian Insurance Company.
3. **Dependent** shall be defined as any of the following whose coverage under the Policy has become effective and has not ended:
  - a. The **Insured's** lawful spouse; and/or
  - b. The **Dependent Child(ren)** of an **Insured**;

[As it applies to this definition, the term "spouse," wherever used, shall be defined as a significant other in a marriage, "spouse" can also apply to a civil union or common law marriage, if recognized in the state in which **Insured** resides.]

4. **Dependent Child(ren)** shall be defined as an unmarried person who is under the age of twenty-six (26) years and is (i) the **Insured's** biological or adoptive son, daughter, stepson, or stepdaughter, foster children or any legal **Minor** for whom the **Insured** is required by a court or administrative order to provide health coverage or (ii) a person over whom the **Insured** has legal custody and/or control. However, if any Dependent Child(ren) is incapable of self-sustaining employment due to severe intellectual or physical disability and is dependent on an **Insured**, such age limit of twenty-six (26) shall not apply. Proof of such incapacity and dependency must be furnished to the **Transportation Services Administrator** within thirty (30) days following the child's attainment of the limiting age.
5. **Emergency Air Transportation** shall be defined as transport, necessitated by a **Serious Emergency**, by a medically-equipped, rotary (i.e., helicopter) or fixed-wing aircraft from:

- a. The site of the **Serious Emergency**; or
  - b. A **Suitable Airport**, nearest the site of the **Serious Emergency**; or
  - c. A **Medical Facility** where the **Insured Person** is receiving treatment resulting from the **Serious Emergency** to the nearest and most appropriate **Medical Facility** readily capable of receiving the **Insured Person** and providing the necessary level of care, as may be required due to the **Serious Emergency**.
6. **Emergency Ground Transportation** shall be defined as transport, necessitated by a **Serious Emergency**, by a medically-equipped ground vehicle from:
- a. The site of the **Serious Emergency**; or
  - b. A **Suitable Airport**, following arrival from an **Emergency Air Transportation**;
  - c. A **Medical Facility** where the **Insured Person** is receiving treatment resulting from the **Serious Emergency** to the nearest and most appropriate **Medical Facility** readily capable of receiving the **Insured Person** and providing the necessary level of care, as may be required due to the **Serious Emergency**, or to a **Suitable Airport** for the purposes of **Emergency Air Transportation**, as may be required by the **Serious Emergency**.
7. **Hospital to Hospital Ambulance Transportation** shall be defined as transportation, necessitated by a **Serious Emergency**, by a medically-equipped, ground ambulance, rotary (i.e., helicopter) or fixed-wing aircraft from a **Medical Facility** where the **Insured Person** is presently admitted to the nearest and most appropriate **Medical Facility** capable providing the necessary, specialized level of care, as may be required.
8. **HSA-Eligible Individual** shall be defined as (i) either the **Insured Person** or their employer has designated the **Insured Person** as being enrolled in a high-deductible health plan (HDHP) that is compatible with a health savings account ("Qualifying HDHP") during the enrollment process for the Qualifying HDHP plan year or before the start of any subsequent Qualifying HDHP plan year, and (ii) the **Insured Person** has not thereafter provided an attestation to the **Transportation Services Administrator**, in a form satisfactory to the **Transportation Services Administrator**, that such **Insured Person** has satisfied the statutory minimum deductible under Internal Revenue Code section 223(c) for self-only or family coverage, as applicable.
9. **Insured** shall be defined as the person who makes, either directly or through a third-party (including electronic communication), the application for a Policy with the **Company** and whose application and applicable fees have been received by the **Transportation Services Administrator**, and thereby becomes an **Insured** in good standing.
10. **Insured Person** shall be defined as either an **Insured** or a **Dependent**.
11. **Medical Facility** shall be defined as a hospital, licensed, and operated according to all applicable laws, which possesses the facilities necessary to provide for the diagnosis and treatment, including major surgical intervention, of injury and sickness by or under the supervision of physicians on an inpatient basis with continuous, twenty-four (24) hour nursing services. **Medical Facility** does not include physical rehabilitation centers, skilled nursing centers, hospice settings or long-term care units, even if they are otherwise contained within a **Medical Facility**.
12. **Minor** shall be defined as a person under the age of eighteen (18).
13. **Out-of-Pocket Expenses** shall be defined as costs that remain after application of any primary insurance that **Insured Person** needs to pay for with their own financial resources specifically covered under this Policy.

Notwithstanding the foregoing, no benefits shall be available for otherwise qualifying services and Out-of-Pocket Expenses incurred under this Policy that are for medical care, as defined under Internal Revenue Code section 213(d) during the period in which an **Insured Person** is an **HSA-Eligible Individual** as defined and described in Exclusions, herein.

**14. Physician** shall be defined as a duly licensed Doctor of Medicine (MD) or Doctor of Osteopathy (DO).

**15. Policyholder** shall be defined as the group in whose name the Policy is issued.

**16. Residence** shall be defined as an **Insured's** home address, as identified on an **Insured's** application or communicated otherwise in writing, within the United States of America. Notice of change of address must be submitted by (i) certified mail, return receipt requested, to the Administrative Office of the **Transportation Services Administrator**; (ii) electronic mail, including delivery confirmation; or (iii) facsimile, including confirmation of delivery, and the **Transportation Services Administrator's** written acknowledgment of such notice. Notice of change of address must be received by the **Transportation Services Administrator** prior to any injury, illness or other incident which may activate the provision of service(s). The **Transportation Services Administrator** may use the current address located within the United States of America, at which **Insured Person** most recently resided for the past one hundred and eighty (180) consecutive days preceding the **Insured Person's** date of claim for the purpose of determining **Residence**.

**17. Serious Emergency** shall be defined as an emergency where delay in immediate treatment(s) and/or procedure(s) may result in permanent and/or irreversible harm to the **Insured Person** such as, but not limited to, paralysis, loss of limb, visual impairment, organ damage, and/or death.

**18. Suitable Airport** shall be defined as an airport of such location, construction, and facilities to safely accommodate the landing, ground service and maintenance requirements, and take-off of the servicing rotary and/or fixed-wing aircraft.

**19. Transportation Services Administrator** shall be defined as Medical Air Services Association (MASA).

**20. Transportation Services Director** shall be defined as a **Physician** employed by the **Transportation Services Administrator** to determine the medical necessity of services.

## **E. General Provisions**

**1. Access of Services** – All benefits and services under this Policy, with the exception of Emergency Air Ambulance Coverage, Emergency Ground Ambulance Coverage, and Hospital to Hospital Ambulance Coverage must be coordinated and/or provided by the **Transportation Services Administrator**. The **Insured Person** agrees to provide **Transportation Services Administrator** with timely, as may be reasonably possible, notice, including any supplemental information as may be requested by the **Transportation Services Administrator**, of an **Insured Person's** need to utilize a benefit and/or services contained herein. An **Insured Person** acknowledges that certain benefits and/or services as provided for herein are time sensitive; therefore, **Transportation Services Administrator** requires notice at the earliest possible moment to secure the **Transportation Services Administrator's** approval, as may be required, and to allow proper time to facilitate the provision of benefits and/or services.

**2. Amendments and Changes** – No agent is authorized to alter or amend the Policy, or to waive any conditions or restrictions herein, or to extend the time for paying a premium. The Policy and the **Certificate** may be amended at anytime, in writing, by mutual agreement between the **Policyholder** and the **Company** without the consent of the **Insured**, but without prejudice to any loss incurred prior to the effective date of the amendment. No person except an Officer of the **Company** has authority on behalf of the **Company** to modify the Policy or to waive or

lapse any of the **Company's** rights or requirements.

3. **Authorization** - To facilitate the providing of services, the **Insured Person** does hereby authorize any **Physician, Medical Facility**, medical attendant, or others to furnish to the **Transportation Services Administrator** any and all information regarding the **Insured Person's** physical condition including x-rays acquired in the course of examinations and treatment.
4. **Cancellation & Reimbursement** – Should **Insured** desire to terminate this coverage, written notice of cancellation must be sent to the **Insured's** employer. **Insured** acknowledges and agrees that failure to provide proof of notice of cancellation delivery may result in the delayed termination of this coverage. In the event that **Insured** terminates their coverage within thirty (30) days of the Effective Date and provided that **Insured** has not received any of the Services subject to this **Agreement**, the **Insured** shall receive reimbursement of Policy Fees, if applicable.
5. **Certificates** – A Certificate will be provided to the **Insured**. The Certificate will describe the coverage provided, to whom benefits are paid and the provisions of the Policy that apply to the **Insured Person's**. The Certificate is not a part of the Policy. Any conflict between the terms of the Certificate and the Policy will be decided in favor of the Policy. A copy of the Policy may be examined at the office of the **Policyholder**.
6. **Choice of Physician** – The **Insured Person** is free to be treated by any **Physician** the **Insured Person** chooses.
7. **Clerical Error** – Clerical errors or delays in keeping records for the Policy will not deny insurance that would otherwise have been granted, nor extend insurance that otherwise would have ceased and call for a fair adjustment of premium and benefits to correct the error.
8. **Communication** – By applying to be an **Insured Person**, **Insured** provides **Insured's** signature expressly consenting to contact from the **Transportation Services Administrator** and/or its subsidiaries, affiliates, or agents to contact **Insured Person's** regarding products or services via live, automated, or prerecorded call, text, email, or regular mail. **Insured** understands that **Insured** is not required to enter into this consent as a condition of purchase and can revoke this consent by calling the **Transportation Services Administrator**.
9. **Conformity to Law** – Any provision of the Policy that is in conflict with the laws of the state in which it is issued is amended to conform with the laws of that state.
10. **Effective Date** – This Policy, and the benefits provided herein, shall become in force and effective upon receipt, at the **Transportation Services Administrator's** headquarters, of an executed Policy application and all applicable fees, unless otherwise mutually agreed to, in writing, by all parties. The **Transportation Services Administrator** shall not be obligated to provide any coverage to an **Insured Person** prior to the **Effective Date** of this Policy.
11. **Electronic Communications** – **Insured Person** hereby consents to receiving certain electronic communications from the **Transportation Services Administrator**. **Insured Person** agrees that any notices, **Agreements**, disclosures, or other communications that the **Transportation Services Administrator** sends to **Insured Person** electronically will satisfy any legal communication requirements, including that those communications be in writing.
12. **Identification** – The **Transportation Services Administrator** shall provide **Insured** with an identification card bearing their Policy Number. Such card and other forms of identification should be carried by the **Insured** at all times, as to provide proof of coverage under this Policy.
13. **Incontestability** – After the Policy has been in force for two years, it can only be contested for nonpayment of premiums. No statement made by an **Insured Person** can be used in a contest after the **Insured Person's** insurance has been in force for two years during the **Insured Person's** lifetime. No statement an **Insured Person** makes can

be used in a contest unless it is in writing and signed by the **Insured Person**.

14. **Insurance Data** – The **Policyholder** must give the **Transportation Services Administrator** the names and ages of all individuals initially **Insured**. The names of persons who later become eligible (whether or not they become **Insured Person's**), and the names of those who cease to be eligible must also be given. The eligibility dates and any other necessary data must be given to the **Transportation Services Administrator** so that the premium can be determined. The **Company** has the right to audit the **Policyholder's** books and records as they relate to this insurance. The **Company** can authorize someone else to perform the audit. Any such inspection may be done at any reasonable time.
15. **Misstatement of Age** – If the age of an **Insured Person** has been misstated, the **Company** will make an equitable adjustment of premiums. The **Transportation Services Administrator** will refund the **Insured** any excess premium paid over the amount due for the correct benefit amount. The **Company** will request payment for any overdue premium for the correct benefit amount. If the misstatement is discovered after a benefit is due and payable, the **Company** will reduce or increase the benefit amount payable by the amount of excess or overdue premium due to the misstatement. If an **Insured Person** is not eligible for coverage because of age, the **Company** will refund all premiums paid on and/or after the date the **Insured Person** was no longer eligible.
16. **Rate** – In consideration for the benefits provided herein, **Insured Person** shall pay to the **Transportation Services Administrator** the rate per agreed payment terms indicated on the Application.
17. **Self-Pay Term** – In the event that the **Insured** is not enrolled in a payroll deduct payment method, and elected a monthly Policy, the term of the Policy shall be one (1) month from the **Effective Date** of the Policy and shall automatically renew on a monthly basis, unless otherwise terminated. In the event that the **Insured** is not enrolled in a payroll deduct payment method, and elected an annual Policy, the term of the Policy shall be one (1) year from the **Effective Date** of the Policy and shall automatically renew on an annual basis, unless otherwise terminated. The **Transportation Services Administrator** shall charge the Policy fees to the payment method provided by the **Insured Person**. By accepting these Policy terms, the **Insured** authorizes the **Transportation Services Administrator** to make such charges to the payment method provided by the **Insured** or **Insured Person**. Within a reasonable time, the **Transportation Services Administrator** will send the **Insured** or **Insured Person** a copy of the receipt to the email address on file. In the event the Policy is currently on auto-renewal, the **Transportation Services Administrator** will provide notice to the **Insured** prior to the scheduled payment date. If the **Insured** or **Insured Person** desires to use a different payment method, or if there is a change in payment method, please contact the **Transportation Services Administrator** by telephone to update billing information. The **Transportation Services Administrator** will advise the **Insured** or **Insured Person** by email if the **Transportation Services Administrator** uses a new payment method. Renewal Notices will be mailed and/or emailed to **Insured** prior to the renewal date.
18. **Service Contract** – The **Insured Person** shall not contract, authorize or engage any service or expense in the name of or on behalf of the **Transportation Services Administrator**. The obligations of **Transportation Services Administrator** in this Policy are limited to providing services, as described herein.
19. **Supplemental Protection** – **Insured Person** acknowledges and agrees that the Services provided hereunder are meant exclusively to supplement **Insured Person's** health and/or other insurance coverage(s). For that purpose, in the event that **Insured Person's** fails to carry primary health insurance at time of claim, the **Company** shall be liable to **Insured Person** for no more than 20% of **Insured Person's Out-of-Pocket Expenses** for Emergency Air Ambulance Coverage, Emergency Ground Ambulance Coverage, and Hospital to Hospital Air & Ground Ambulance Coverage benefits.
20. **Survivorship** – Should the **Insured** die during the Policy term, the terms and conditions of and coverage provided by this Policy shall apply to and be made available to the deceased **Insured Person's** surviving spouse and dependents (under the age of 26), if the **Insured** has enrolled in a family Policy and continues to pay for coverage.

**21. Termination of Policy** – If the Policy has been in effect for 60 days or less, the **Company** may cancel this policy by mailing or delivering to the **Policyholder** written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.

If the Policy has been in effect for more than 60 days or is a renewal of a policy the **Company** issued, the **Company** may cancel this policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Discovery of fraud or material misrepresentation made by **Policyholder** or with their knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the Policy;
- c. Discovery of willful or reckless acts or omissions on the **Policyholder's** part which increase any hazard insured against;
- d. The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
- e. A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
- f. The **Company** is unable to reinsure the risk covered by the Policy; or
- g. A determination by the commissioner that the continuation of the Policy would place the **Company** in violation of the Kentucky insurance code or regulations of the commissioner.

If the **Company** cancels this policy based on **a.** through **g.** above, the **Company** will mail or deliver a written notice of cancellation to the **Policyholder**, stating the reason for cancellation, at least:

- (1) 14 days before the effective date of the cancellation, if cancellation is for nonpayment of premium; or
- (2) 75 days before the effective date of the cancellation, if cancellation is for any reason stated in **b.** through **g.** above.

**22. Workers' Compensation** – The Policy is not a Workers' Compensation Policy. The Policy does not satisfy any requirement for coverage by Workers' Compensation Insurance.

## **F. Premiums**

1. **Grace Period** – After the first premium is paid, the **Company** will allow the **Policyholder** no less than a thirty (30) day grace period for the payment of the next premium due. During this grace period, this Policy will stay in force. If the premium due is not paid by the end of the grace period, this Policy will terminate on the last day for which premiums were received. If the **Policyholder** gives the **Company** written advance notice of an earlier cancellation date, this Policy will terminate on the earlier date. Premium is due for each day this Policy is in force. The **Policyholder** is liable for the premium due for coverage through the grace period.
2. **Premium Payments** – Premium payments are due and payable in full to a place designated by the **Company** or, with respect to the initial premium payment, premium payments may be made to an authorized agent of the

**Company.** If any insurance is added, increased, or becomes effective after this Policy is in force, the premium charges will begin on:

- a. The day the coverage is effective if it is also the first day of a Policy month; or
- b. The first day of the next Policy month.

For insurance, which is terminated, premium charges will stop as of the first day of the next Policy month. Premiums may be calculated by any other method which both the **Company** and the **Policyholder** agree to in writing.

3. **Premium Changes** – The **Company** has the right to change the premium it charges. If the **Company** plans to make a change, the **Company** will send a notice to the **Policyholder's** last address on record at least thirty (30) days before the date of change. The premium rates also may be changed at any time the terms of this Policy are changed.

#### G. Claim Provisions

1. **Notice of Claim** – Written notice of claim must be given to the **Transportation Services Administrator** within thirty (30) days after a covered loss occurs, or as soon after that as is reasonably possible. Notice must be given by or on behalf of the claimant to the **Transportation Services Administrator's** authorized agents. Notice must include the name of the **Insured Person**, the Policy Number and the nature of the loss.
2. **Claim Forms** – The **Transportation Services Administrator's** authorized agents will furnish claim forms to the **Insured Person** within fifteen (15) days after notice of claim is received. If the **Transportation Services Administrator's** authorized agents do not send the forms within that time, the **Insured Person** can send written proof of the occurrence, character, and extent of loss for which the claim is made, within the time stated in the Policy for filing proof of loss.
3. **Proof of Loss** – Written proof of loss must be furnished to the **Transportation Services Administrator's** authorized agents within ninety (90) days after the date of the loss. Failure to furnish proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within that time, if the proof is furnished as soon as reasonably possible. In no event, except in the absence of legal capacity, will proof of loss be accepted later than one year from the time proof is required.
4. **Time Payment of Claims** – Any benefits payable under the Policy will be paid within 30 days upon receipt of due written proof of loss.
5. **Payment of Claims** – All benefits will be payable to the **Insured Person's** {, unless assigned}. Any benefits payable on or after the **Insured's** death will be paid to the **Insured's Dependent(s)**.
6. **Assignment** – Benefits under the Policy may [not] be assigned
7. **Physical Examination** – The **Company**, at the **Company's** expense, will have the right and opportunity to have the medical records reviewed by a physician to determine any **Insured Person** for whom a claim is pending when and as often as it may reasonably be required during the pendency of a claim.

## H. Limitations on Liability

- 1. Concealment or Fraud** – The **Company** does not provide coverage if the **Insured Person** has intentionally concealed or misrepresented any material fact or circumstance relating to this Policy or claim.
- 2. Death, Disability & Injury** – The **Company** shall not be liable to any person for the death, disability or injury of the **Insured Person**, the patient, or any other person accompanying the patient. **Insured Person** acknowledges and agrees that the **Transportation Services Administrator** may enter into contracts with regional air ambulance carriers and that such contract carriers shall be solely responsible in the event of any injury or death to the **Insured Person** which might occur during the course of transport by such contracted carrier.
- 3. Eligibility** – **Insured's** eligibility to enroll in the **Company's** Policy shall be conditioned upon **Insured** being employed or otherwise associated with a group duly authorized to offer the **Company's** Policy to its employees and/or group Members.
- 4. Extension of Benefits & Conversion Rights** – The termination of this contract by the **Company** is without prejudice to any continuous loss which commenced while the contract was in force. In the event **Insured's** group is no longer authorized to provide the **Company's** Policy program or **Insured** is terminated from the group, then **Insured's** benefits shall continue through the duration of the term of the Policy.
- 5. Impossibility of Performance** – The **Transportation Services Administrator** shall not be liable for failure to perform under this Policy in the event that such failure is caused by Act of God, fire, flood, strike, labor dispute, riot, insurrection, war or any other cause beyond the control of the **Transportation Services Administrator**. Nothing herein contained shall require the **Transportation Services Administrator** to take any action contrary to law, any order or regulation of any governmental agency or officer, or contrary to any permit or authorization granted to the **Transportation Services Administrator** by any governmental agency.
- 6. Legal Action** – No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of loss is furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.
- 7. Legal Counsel** – The **Insured Person** hereby grants to the **Company** the authority to retain, at the **Company's** sole expense, legal counsel on behalf of the **Insured Person** for the purposes of negotiating and/or resolving any third-party claims related to the Services. Furthermore, the **Insured Person** grants to the **Company** an irrevocable right to settle and/or resolve the **Insured Person's** outstanding obligations related to the Services without further approval and/or consent by the **Insured Person**. The **Insured Person** acknowledges and agrees that failure to reasonably cooperate or assist the retained legal counsel may result in a limitation of the **Company's** obligations to provide coverage.
- 8. Liability** – The **Company** shall not be liable for any negligence and/or tortious acts, or omissions, resulting from services provided by emergent and/or non-emergent medical providers. The **Company** is not liable for delayed and/or canceled departures or arrivals due to unsafe conditions, as determined by airport authorities and/ or pilots, Acts of God or mechanical failure.
- 9. No Tax Consequences** – The **Company** shall not be liable for any tax consequences to an **Insured Person** or the Employer arising from an **Insured's** receipt of any benefits under this Policy at any time.

**10. Non-Assignment** – The **Insured** may not assign this Policy or any of the **Insured's** rights and/or responsibilities herein without the prior written, express approval of **Transportation Services Administrator**.

**11. Non-Waiver** – Any waiver of a term, condition and/or right under this Policy must be unequivocally expressed in writing, executed by the **Company's** Legal Department. No action and/or inaction by the **Company** shall be considered a waiver of a term, condition and/or right under this Policy unless expressed, as described above. Any failure and/or refusal by the **Company** to enforce any provision of this Policy shall not be construed as a waiver of a term, condition and/or right effected by such provision or impairment of the **Company's** right to enforce a term, condition and/or right affected by such provision or any other provision of this Policy thereafter.

## **I. Exclusions**

This Policy does not provide for transport arising out of or caused by the following:

1. Elective and/or cosmetic surgery;
2. Occurrences related to military personnel during active duty hours;
3. Air travel, other than as a passenger in an aircraft operated by a common-carrier airline, maintaining regular published schedules;
4. Treatment for mental illness or disease or any self-inflicted injury while sane or insane;
5. **Intoxicants and Narcotics** – The **Company** is not liable for any loss sustained or contracted because of the **Insured Person** being intoxicated or under the influence of any narcotic unless administered on the advice of a **Physician**;  
or
6. Inherently dangerous activities such as participation in professional athletic events, motor sport or motor racing, bull-riding, skydiving, ATV riding, parachuting, hang gliding, bungee cord jumping, heli-skiing, spelunking; extreme snow-skiing, etc.
7. Transportation to Physical rehab centers, Skilled Nursing centers, hospice setting or long-term care units, funeral home, doctors office or any other transportation that is not related to a **Serious Emergency**.
8. Occurrences where coverage is provided under any Workers' Compensation Law, Occupational Disease Law or similar legislation;
9. Participation in a Riot, insurrection, rebellion, civil disobedience or unlawful assembly; or
10. Declared or undeclared war or acts thereof.

The **Transportation Services Administrator** shall provide no more than two (2) medical air transportations per **Insured Person**, starting from the date of the first of such transportations. **Insured Person's** receiving medical care, prescription medicine, treatment or who have developed a medical condition that is determined to be preexisting within the one-hundred-eighty (180) day period preceding the Effective Date have a ninety (90) day waiting period on all non-emergency benefits. The non-emergency benefits include Repatriation to Hospital Near Home Coverage, Patient Return Transportation Coverage, Hospital Visitor Transportation Coverage, Minor Return Transportation Coverage, Vehicle & RV Return Coverage, Pet Return Transportation Coverage, Organ Retrieval & Organ Recipient Transportation, and Mortal Remains Transportation Coverage. **Insured Person** requiring an organ transplant have a one (1) year waiting period for Organ Retrieval and Organ Recipient Transportation Services. If **Insured Person** is diagnosed by a **Physician** with a terminal illness that can reasonably be expected to result in death in one (1) month or less after the date of the certification following an in-patient admission, the **Company** will not provide coverage for Emergency Air Ambulance Coverage, Repatriation to Hospital Near Home Coverage, and Hospital to Hospital Ambulance Coverage. The **Company** will not provide coverage for live animals in tow for Vehicle & RV Return Coverage. A Policy cannot be purchased while **Insured Person** is (i) hospitalized, (ii) actively being treated for an illness or injury, (iii) diagnosed, and/or (iv) under the supervision of a **Physician**.

State laws may prevent a Medicaid recipient from purchasing a medical transportation services insurance Policy. In the event that the **Insured Person** is a Medicaid recipient, the **Insured Person** shall immediately notify the **Transportation Services Administrator**, whereupon the Policy will be canceled and the **Company** will provide a pro-rata refund for the Policy.

Notwithstanding anything to the contrary in this Policy, no benefits shall be available for otherwise qualifying services and **Out-of-Pocket Expenses** incurred under this Policy during the period in which an **Insured Person** is an **HSA-Eligible Individual** that are for medical care, as defined under Internal Revenue Code section 213 (d) ("Medical Benefits"). An **Insured Person** is an **HSA-Eligible Individual** if (1) either the **Insured Person** or their employer has designated the **Insured Person** as being enrolled in a high-deductible health plan (HDHP) that is compatible with a health savings account ("Qualifying HDHP") during the enrollment process for the Qualifying HDHP plan year or before the start of any subsequent Qualifying HDHP plan year, and (2) the **Insured Person** has not thereafter provided an attestation to the **Transportation Service Administrator**, in a form satisfactory to the **Transportation Service Administrator**, that such **Insured Person** has satisfied the statutory minimum deductible under Internal Revenue Code section 223(c) for self-only or family coverage, as applicable. **Insured Person** must immediately notify the **Transportation Service Administrator** if there are any changes in their plan type.

An **Insured Person** may provide such an attestation to the **Transportation Service Administrator** at the time the **Insured Person** submits a claim for Medical Benefits under this Policy. An **Insured Person** who submits such an attestation shall cease to be an **HSA-Eligible Individual** for purposes of this Policy only for expenses incurred on or after the date the **Insured Person** satisfies the applicable deductible, as indicated in the **Insured Person's** attestation. The **Transportation Service Administrator** shall not be liable for any tax consequences to an **Insured Person** or the Employer arising from an **Insured Person's** receipt of any benefits under this Policy at any time.

For questions or information regarding this Policy contact the **Transportation Services Administrator** at any of the following:

**Mail**

MASA  
1301 International Parkway, Suite 300  
Sunrise, FL 33323

**Telephone**

Policyholder Access: 800-643-9023  
Fax: 817-416-2326

**E-Mail**

info@masaglobal.com

**Claims**

Telephone: 800-643-9023  
Fax: 877-681-2399

**Transport:**

claims@masaglobal.com

**Itinerary**

Telephone: 800-643-9023  
Fax: 817-416-2326  
travel@masaglobal.com