

MetLife Policyholder ("Company"): \_\_\_\_\_  
Effective Date: \_\_\_\_\_

**AXA ASSISTANCE USA, INC.  
TRAVEL ASSISTANCE  
SERVICES AGREEMENT**

AXA Assistance USA, Inc. provides and administers travel assistance services according to the terms and conditions of this Services Agreement to policyholders and covered individuals who are insured for the following as issued by Metropolitan Life Insurance Company ("MetLife"). Travel assistance services are provided by AXA Assistance USA, Inc. and are independent of Metropolitan Life Insurance Company and its affiliates. Please choose from the following:

- Basic Life Insurance
- Personal Accidental Death & Dismemberment
- Optional Accidental Death & Dismemberment
- Voluntary Accidental Death & Dismemberment
- Business Travel Accident
- Long Term Disability

Travel assistance services are available to eligible persons ("Eligible Person(s)"). Eligible Persons means an employee or group members and their eligible dependents covered under the group insurance contracts issued to the Company by MetLife. Eligible dependents are defined under the group insurance contract issued to the Company, or, if not defined therein, as defined under the life insurance certificate issued to each group member.

**TRANSPORTATION SERVICES\***

**1. Emergency Medical Evacuation Services:** When an Eligible Person incurs a sickness or injury while traveling 100 miles or more away from his or her primary residence, AXA Assistance USA will facilitate the emergency transport of the Eligible Person and pay for related expenses up to the Maximum Benefit Amount (set forth below), if an Eligible Person is expected to be in the Hospital for more than seven consecutive days.

**Covered Expenses include:**

- (i) **Medical Transport:** If AXA Assistance USA determines, after consultation with the local attending legally qualified physician that transportation to a hospital or medical facility is medically necessary to treat an unforeseen sickness or injury which is acute or life threatening and adequate medical treatment is not available in the immediate area, the emergency transportation expense incurred will be paid for the usual and customary charges for transportation to the closest hospital or medical facility capable of providing that treatment.
- (ii) **Return of Dependent Child(ren):** If the Eligible Person's dependent children who are under 18 years of age and accompanying the Eligible Person on the covered trip are left unattended, economy level transportation will be paid to return the dependent children to their home (with an attendant, if considered necessary by AXA Assistance USA).
- (iii) **Transportation of a Family Member:** If the Eligible Person is traveling alone and is expected to be in the hospital for more than seven (7) consecutive days and emergency evacuation is not imminent, upon request of the Eligible Person or next of kin if the Eligible Person is incapacitated, expenses will be paid to transport one person, chosen by the Eligible Person, by economy level transportation, for a single visit to and from the Eligible Person's bedside.

- (iv) **Escort Services:** Expenses for a family member or companion who is traveling with the Eligible Person to join the Eligible Person during the Eligible Person's emergency medical evacuation to a different hospital, treatment facility or the Eligible Person's place of permanent residence will be paid.

The Maximum Benefit Amount is 100% of the covered expenses (described above) up to \$500,000 per Eligible Person per trip.

AXA Assistance USA must make all arrangements and must authorize all expenses in advance for any transportation expenses to be payable. AXA Assistance USA reserves the right to determine whether the expense is payable, including reductions, if it is not reasonably possible to contact AXA Assistance USA in advance.

## **2. Medical Repatriation Services:**

- (i) If an Eligible Person is traveling 100 miles or more away from his or her primary residence and AXA Assistance USA determines after consultation with the Eligible Person's local attending legally qualified physician that it is medically necessary for an Eligible Person to return to his or her place of permanent residence because of an unforeseen sickness or injury which is acute or life-threatening, the transportation expense incurred will be paid to return the Eligible Person to his or her permanent residence via:
- a. one-way economy level transportation; or
  - b. commercial upgrade, based on an Eligible Person's condition as recommended by the local attending physician and verified in writing.
  - c. transportation must be via the most direct and economical route.
- (ii) If AXA Assistance USA determines, after consultation with the local attending physician, that it is medically necessary for an Eligible Person to return to his or her place of permanent residence for continued treatment of an unforeseen sickness or injury which is acute or life-threatening, AXA Assistance USA will arrange to transport an Eligible Person to the hospital or medical facility closest to his or her permanent place of residence capable of providing that treatment. Transportation must be by the most direct and economical route. AXA Assistance USA will facilitate payment for covered land or air transportation which includes, but is not limited to, commercial stretcher, medical escort, or the usual and customary charges for air ambulance, provided such transportation has been pre-approved and arranged by AXA Assistance USA.
- (iii) Escort services: AXA Assistance USA will arrange travel and facilitate the payment of expenses for a family member or companion who is traveling with the Eligible Person, to join the Eligible Person during the Eligible Person's emergency medical repatriation to a different hospital, treatment facility or the Eligible Person's place of permanent residence.

The Maximum Benefit Amount is 100% of the expenses incurred for (i)-(iii) above, up to \$500,000 per Eligible Person per trip.

AXA Assistance USA must make all arrangements and must authorize all expenses in advance for any expenses to be payable. AXA Assistance reserves the right to determine the payable expenses, including reductions, if it is not reasonably possible to contact AXA Assistance in advance.

3. **Return of Remains:** In the event of an Eligible Person's death, the expense incurred will be paid (up to the Maximum Benefit amount set forth below), for minimally necessary casket or air tray, preparation and transportation of an Eligible Person's remains to his or her place of residence or to the designated place of burial. In addition, expenses for a Family Member or companion who is traveling with the Eligible Person to join the Eligible Person's body during the repatriation to the Eligible Person's place of residence will be paid. The Maximum Benefit Amount is 100% of such expenses incurred up to \$500,000 per Eligible Person per trip.

4. **Unattended Vehicle Return:** AXA Assistance USA will facilitate the return of an Eligible Person's unattended vehicle to the car rental agency or to the Eligible Person's permanent residence and pay related expenses up to the Maximum Benefit Amount for the covered expenses (set forth below)

incurred if the Eligible Person requires an emergency medical evacuation or medical repatriation, or suffers a medical emergency and dies.

**Covered Expenses include:**

1. Fuel and oil for the vehicle;
2. Driver wages; and
3. Tolls en route.

The Maximum Benefit Amount is up to \$1,000 per Eligible Person per calendar year. Expenses will not be payable for: (i) any repair due to mechanical breakdown of the vehicle en route; or (ii) the costs for food or accommodation during the transport of the vehicle.

**\*TRANSPORTATION SERVICES ARE UNDERWRITTEN BY A THIRD PARTY INSURANCE COMPANY THAT IS SOLELY RESPONSIBLE FOR THE PAYMENT OF THE EXPENSES DESCRIBED ABOVE. AXA ASSISTANCE USA, INC. IS ONLY RESPONSIBLE FOR THE COORDINATION OF SUCH TRANSPORTATION SERVICES.**

<b>ASSISTANCE SERVICES</b>
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**THE ASSISTANCE SERVICES DESCRIBED IN THIS SECTION D BELOW ARE PROVIDED BY AXA ASSISTANCE USA. AXA ASSISTANCE USA IS NOT RESPONSIBLE FOR THE PAYMENT OF COSTS INCURRED FOR SERVICES PROVIDED BY A THIRD PARTY.**

The following assistance services are available to Eligible Persons:

1. **Medical Assistance Services:** The medical assistance services provided pursuant to this Services Agreement are as follows:

i. **Medical referral:** AXA Assistance USA will refer the Eligible Person to preferred providers including primary care physicians, clinics and hospitals all over the world. Primary care physicians are defined as referrals to the following: family practitioners, general practitioners, internists, ophthalmologists, obstetricians/gynecologists, orthopedists, and pediatricians. The Eligible Person will be given the name, address, telephone number, office hours, and if applicable, language(s) spoken by the provider. The nature of the situation, location of the caller, and time of the day will influence whether a referral is made to an individual provider or to a hospital/emergency care facility. AXA Assistance USA will also provide referrals to medical specialists in major cities and nearby areas using specific selection criteria. Specialists are defined as physicians other than those previously identified as primary care physicians. Some examples of specialists include allergists, cardiologists and endocrinologists. Arrangements for services are available at no additional cost. Third party costs incurred for services provided are the responsibility of the Eligible Person.

ii. **Dental referrals:** AXA Assistance USA will provide referrals to dentists and facilities that provide emergency dental care in accordance with established selection criteria. If AXA Assistance USA receives a request for dental referrals in any area of the world in which AXA does not recommend seeking dental treatment, the Eligible Person will be so informed. If appropriate, the Eligible Person will be provided with referrals to physicians or hospitals for pain control. Arrangements for services are available at no additional cost. Third party costs incurred for services provided are the responsibility of the Eligible Person.

iii. **Dispatch of Physician:** For the convenience of the Eligible Person, AXA Assistance USA will make arrangements for a general practice physician to consult at the Eligible Person's hotel or current location while traveling. Although AXA Assistance USA will make every effort, this service may not be available in all states and countries. If a physician cannot be dispatched, other arrangements will be made by AXA Assistance USA and options will be offered to the Eligible Person. Arrangements for services are available at no additional cost. Third party costs incurred for services provided are the responsibility of the Eligible Person.

iv. **Pre-Certification and Referral Management:** AXA Assistance USA will provide pre-certification for all inpatient cases and for elective outpatient surgical intervention. The pre-certification

process entails our case managers reviewing the patient's current and past medical history, consulting with the patient's physician and reviewing the suggested treatment plan. After this review AXA Assistance USA will certify that the confinement and/or surgery are medically necessary and considered recognized treatment in the medical community for the patient's condition. If the patient requires additional certification then AXA Assistance USA will contact the utilization review department of the hospital or the attending physician to review the case and potentially authorize additional hospital days. Arrangements for services are available at no additional cost. Third party costs incurred for services provided are the responsibility of the Eligible Person.

v. **Medical Monitoring:** Upon notification that an Eligible Person is in the hospital or requires medical monitoring, the case will be assigned to a nurse case manager to make the initial medical contact. The case manager will attempt to contact the medical facility to obtain medical information about the patient from a treating physician, hospital nurse case manager or other valid source of information. The goal, during regular office hours, is to obtain an initial medical contact within 2 hours of notification.

The nurse will attempt to obtain the following information:

- Age;
- Chief complaint;
- History of present illness;
- Relevant past medical history;
- Intended medical plan; and
- Expected discharge date and date when the Eligible Person will be clear to travel.

The nurse will assess the adequacy of the treating facility to determine the need for transfer or evacuation. If the nurse requires consultation with an AXA Assistance USA physician for complex cases, uncertainty about appropriateness of care, recommendations for discharge or clearance to fly or because he or she feels the AXA Assistance USA physician should speak with the treating physician, he or she will speak to the in-office or on-call AXA Assistance USA physician. An AXA Assistance USA physician will make efforts to consult with the treating physician for in-patient cases within the first 48 hours. Arrangements for services are available at no additional cost. Third party costs incurred for services provided are the responsibility of the Eligible Person.

vi. **Vaccination Recommendations/Insect Precautions:** AXA Assistance USA will provide up-to-date information on health hazards in the areas where the Eligible Person is traveling. AXA Assistance USA will recommend medications or vaccinations that should be received prior to departure in order to minimize the risk of infection. AXA Assistance USA will also provide information regarding protective measures against the bites of mosquitoes and other disease-bearing insects.

vii. **Prescription Transfer/Shipping:** AXA Assistance USA will assist an Eligible Person with the replacement of lost or misplaced medication or other important items, such as eyeglasses or contact lenses, by first endeavoring to find a local resource for replacement, or by locating and arranging prompt shipment of the item or its equivalent (subject to local law). Arrangements for services are available at no additional cost. Third party costs incurred for services provided are the responsibility of the Eligible Person.

viii. **Shipment of Medication:** AXA Assistance USA will provide administrative services for the lawful delivery of medication whenever such medication is required and not available locally. Arrangements for services are available at no additional cost. Third party costs incurred for services provided are the responsibility of the Eligible Person.

ix. **Replacement of medical devices:** When medical devices or equipment are not available locally, AXA Assistance USA will make every effort to procure and arrange for delivery. AXA Assistance USA will also arrange for appointments with local physicians and hospitals.

x. **Hotel arrangements:** AXA Assistance USA will arrange for hotel/convalescence stay at the request of the Eligible Person and arrange for up-front payment when required.

xi. **Coordinate hospital admission and discharge planning:** AXA Assistance USA will arrange for upfront payment or guarantee of emergency medical expenses at a hospital, clinic or emergency room facility in the event that the Eligible Person cannot be admitted without a financial

guarantee. In many areas, hospitals may only accept guarantee of expenses from a local company. AXA Assistance USA will be able to provide extensive coverage in this area with its worldwide network of operation centers, correspondents and agents.

AXA Assistance USA will arrange hospital admissions when we are notified of a case in advance or in cases of evacuation. In many areas, hospitals may only accept a guarantee of expenses and agree to bill a local company. AXA Assistance USA will be able to provide extensive coverage in this area with its worldwide network of operation centers, correspondents and agents.

Upon discharge, if the Eligible Person requires a lesser level of care, AXA Assistance USA will recommend this level of care for approval in advance by the client. Once approved, the medical team of AXA Assistance USA will make all necessary arrangements. If discharge planning requires repatriation to the home country this too will be arranged by AXA Assistance USA.

Disbursement of funds is dependent on the availability of such funds in the Eligible Person's personal credit card or availability of any other financial mean to secure payment.

2. **Personal Assistance Services:** The personal assistance services provided pursuant to this Services Agreement are as follows:

i. **Telephone Interpretation Service:** AXA Assistance USA's multi-lingual staff and international correspondents will provide emergency telephone interpretation.

ii. **General Travel Assistance/Information Services:** Available 24/7, both pre-travel and during trip, AXA Assistance USA will provide the Eligible Person with visa, passport and inoculation information, U.S. State Department travel advisories, location of embassies and consulates, exchange rates between the U.S. and most major currencies, and weather forecasts for major cities around the world.

iii. **Emergency Cash/Bail Assistance:** Emergency funds will be arranged and made available to the Eligible Person in the event money is lost, stolen, or inaccessible due to banking holidays, etc. AXA Assistance USA will also assist with the payment of legal fees, as well as secure and post bail bonds when required. All costs associated with this service are the responsibility of the Eligible Person. All expenses associated with this service shall be applied to the Eligible Person's personal credit card. Disbursement of funds is dependent on the availability of such funds in the Eligible Person's personal credit card.

iv. **Lost Document Assistance:** AXA Assistance USA will coordinate arrangements to replace or forward lost or stolen documents, including passports, driver's licenses and credit cards, and will assist with procedures to file loss reports and to recover lost or stolen articles.

v. **Legal Referrals:** AXA Assistance USA will provide legal referrals to English-speaking lawyers. Should legal action be taken against an Eligible Person related to an unintentional violation of the applicable laws or regulations, other than a felony, in a foreign country where the Eligible Person is traveling, AXA Assistance USA shall provide assistance at the written request of the Eligible Person. These provisions do not apply in the case of acts related to the Eligible Person's business or occupation. Arrangements for services are available at no additional cost. Third Party Costs incurred for services provided are the responsibility of the Eligible Person.

vi. **Urgent Message Relay:** AXA Assistance USA will relay emergency messages to or from the Eligible Person to Family Members or colleagues 24 hours a day.

vii. **Pre-Trip and Cultural Information:** Available 24/7, both pre-travel and during trip, AXA Assistance USA is able to quickly provide the following pre-departure information upon an Eligible Person's request:

- Passport, visa, and immunization/inoculation requirements;
- Foreign currency exchange rates;
- Weather forecasts and average seasonal temperatures;
- Embassy and Consular locations;

- General information on local customs;
- General Information on business etiquette;
- Information on national holidays and standard business hours;
- Travel advisories and customs information;
- Local voltage information;
- Value-Added Tax regulations (excluding any legal advice, interpretation or analysis of such laws); and
- Information regarding other provisions included in the Eligible Person's coverage not listed above.

viii. **Mobile Assistance Services:** AXA Assistance USA will provide education and assistance to Eligible Persons when traveling abroad with a mobile phone. AXA Assistance USA will provide a detailed guide on how an Eligible Person can use a mobile phone abroad including applications, resources, and helpful hints on using the device internationally before or during travel.

ix. **Identity Theft Assistance\*:** AXA Assistance USA will provide support and understanding of the risks of ID Theft, how to prevent it from happening, and provide a step-by-step guide on how to proceed in the event an Eligible Person's identity has been compromised.

x. **Pet Housing and Return:** AXA can assist with pet friendly hotel accommodations, boarding facilities and travel home for pets. Fees incurred for services provided are the responsibility of the Eligible Person.

xi. **Political Evacuation:** AXA can arrange for the repatriation on political grounds for all Eligible Persons, when the country where they are located needs to be evacuated based on a determination of the US government. Fees incurred for services provided are the responsibility of the Eligible Person.

xii. **Travel Concierge:** Eligible Persons will have access to concierge services related to travel situations, including: restaurant, shopping, hotel recommendations/reservations; rental car/limousine information and reservations; driving directions; sporting, theater, night life and event information; airfare information and booking support; golf course information, referrals, recommendations and tee times; destination information, city calendar and event schedules; private driver and guides. Travel Concierge services are available from 9 am to 9 pm EST.

xiii. **Travel Assistance Website:** AXA will provide access to a web-based database of global medical providers and country profiles including up-to-date security alerts, health advisories, information on immunizations and visa requirements, weather, currency conversion, demographics and business etiquette.

Travel Assistance Services will be provided to Eligible Persons traveling 100 miles or more from his or her permanent residence or in another country which is not their country of residence.\* Availability of Travel Assistance Service is subject to US and other applicable law. Travel Assistance Services are limited to travel of 120 days or less. AXA Assistance USA must provide all Travel Assistance Services. No claims for reimbursement will be accepted. Any expenses associated with these Travel Assistance Services are the responsibility of the Eligible Person or the Company except as provided below. Expenses for Travel Assistance Services arranged and provided by AXA Assistance USA are subject to a limit of \$500,000 per person per trip.

\*Identity Theft Services are not contingent upon travel and are available to Eligible Persons regardless of his or her location.

## TERMS AND CONDITIONS

AXA Assistance USA Travel Assistance Services subject to the following terms, conditions and exclusions. PLEASE READ CAREFULLY:

The AXA Assistance USA Travel Assistance Program is available for Eligible Persons in traveling status. Whenever a trip exceeds 120 days, the Eligible Person is no longer considered to be in traveling status and is therefore no longer eligible for Travel Assistance Services. Also, AXA Assistance USA will not evacuate or repatriate an Eligible Person without medical authorization; with mild lesions, simple injuries such as sprains, simple fractures, or mild sickness which can be treated by local doctors and do not prevent the Eligible Person from continuing his/her trip or returning home; or with infections under treatment and not yet healed.

AXA Assistance USA will not pay expenses for sickness, injuries or losses of an Eligible Person:

1. due to normal childbirth, normal pregnancy (except complications of pregnancy) or voluntary induced abortion;
2. due to the Eligible Person's mental or nervous condition, unless hospitalized;
3. which exceed the Maximum Benefit amount for each expense.

Non-medical services such as hotel, restaurant, taxi expenses or reimbursement for baggage loss while traveling are not covered. The maximum benefit per person for costs associated with evacuations, repatriations or the return of mortal remains is US\$500,000 for each service.

Treatment must be authorized and arranged by AXA Assistance USA's designated personnel to be eligible for benefits under this program. All services must be provided and arranged by AXA Assistance USA. No claims for reimbursement will be accepted. All emergency transportation expenses provided hereunder must be by the most direct and economical route possible.

Expenses related to Transportation Services are covered in whole or in part through an insurance policy issued by a third party insurance company. AXA Assistance USA facilitates the delivery of emergency transportation services and facilitates payment through the third party insurance company. In connection with those insured Travel Services, AXA Assistance USA shall be subrogated to the rights and causes of action of the person for whom Travel Services are rendered against said insurance policy or other insurance plans. However, in the exercise of these rights, AXA Assistance USA agrees that it will not seek to enforce any such right of recovery against the company policyholder, any employee benefit plans covering employees of the company policyholder, MetLife, customers of MetLife and any employee benefit plans administered or insured by MetLife.

The Travel Assistance Services do not apply to the extent that trade or economic sanctions or regulations prohibit AXA Assistance USA and/or the third party insurance company from providing assistance or insurance, including, but not limited to, the payment of claims.

Non –insurance Travel Assistance Services are provided or arranged by AXA Assistance USA. There may be times when circumstances beyond AXA's control hinder its endeavors to provide the Travel Services. AXA Assistance USA will, however, make all reasonable efforts to provide Travel Assistance Services and help the Eligible Person resolve his/her emergency situation.

AXA Assistance USA is not responsible and cannot be held liable, for any malpractice performed by a local physician or attorney, who is not an employee of AXA Assistance USA, loss or damage to the Eligible Person's vehicle during the return of the vehicle, or loss or damage to any personal belongings.

Legal actions arising hereunder shall be barred unless written notice thereof is received by AXA Assistance USA within one (1) year from the date of event giving rise to such legal action.

A waiver of liability may be required if evacuation is not deemed by AXA Assistance USA's medical director to be in the best interest of the Eligible Person. A copy of the waiver is available for review.


There may be circumstances under which AXA Assistance USA reasonably believes that a sick or injured person is an Eligible Person but cannot verify participation after making inquiries. If, after making reasonable efforts within seventy-two (72) hours from the time it is notified and AXA Assistance USA is unable to validate the sick or injured person is eligible for assistance services, AXA Assistance USA shall not be responsible for providing services or be responsible for any costs related to emergency medical transportation. In addition, AXA Assistance USA, Inc. shall not be responsible for or accept any expenses or liabilities related to the care of the sick or injured person or expenses or liabilities that may result from emergency transportation being denied or delayed, including, but not limited to, the death or further injury of the sick or injured person requesting assistance.

Company agrees to remit \$0.12 per Eligible Person per month for Travel Assistance Services to MetLife. AXA Assistance USA has contracted with MetLife to administer Travel Assistance contract management and marketing, and also billing remittance as part of MetLife's collection of Company's payments for insurance under the group insurance policy noted on page 1 of this document. AXA Assistance USA agrees that once Company has remitted payment to MetLife for Travel Assistance Services, AXA Assistance USA may seek payment only from MetLife and not from the Company.

AXA Assistance USA is not affiliated with MetLife and the Travel Services are not part of the group insurance coverage underwritten by MetLife. AXA Assistance USA is solely responsible for furnishing the Travel Services and MetLife shall not be responsible or liable for any acts or omissions by AXA Assistance USA or its agents, employees or representatives in connection with the Travel Assistance Services or performance under this Services Agreement.

AXA Assistance USA, Inc. is an Illinois corporation and part of the AXA Group companies. For any questions or comments about AXA Assistance USA, Inc. or its services, please contact us at [info@axa-assistance.us](mailto:info@axa-assistance.us).

AXA Assistance USA, Inc. values its clients and customers. Our Services Description and Terms and Conditions describe our obligations to our customers. We thank our clients and customers for allowing us to service you.

Sincerely,  
  
Glenn P. Maykish  
Chief Commercial Officer

Agreed and accepted by:

Company: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_  
Printed or Typed name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date