

University of Montana
HTH Worldwide Global Health and Safety
Membership Program

Participating Organization or Institution:	University of Montana
Participating Organization's or Institution's Effective Date:	April 1, 2009
Covered Member:	See Application Completed by Covered Member
Program Start Date:	See Application Completed by Covered Member

TERMS AND CONDITIONS

The following terms and conditions apply to the HTH Worldwide Global Health & Safety membership program (hereafter "the Program") provided by HTH Worldwide Insurance Services, Inc. (hereafter "HTH Worldwide"):

ELIGIBILITY

The following eligibility requirements apply to membership in this program:

1. Only those persons designated as Covered Members by the Participating Organization shall be eligible for services under this program.
2. Membership in the HTH Worldwide Global Health and Safety program continues only for the period for which the subscription fee has been paid.

PAYMENT OF FEES AND REIMBURSEMENTS

1. All initial and supplemental Program fees are due and payable on or before the commencement date, unless HTH Worldwide has agreed to invoice the Participating Organization.
2. Any payments, guarantees or advances made by HTH Worldwide under the Program on behalf of a Covered Member that are not listed in the Service Program Limitation Schedule are made as agent for the Covered Member. HTH Worldwide may, at its discretion, require a deposit to be furnished by the Covered Member before such services are rendered.
3. The Member's obligation to pay Program fees and Reimbursements shall not be contingent on the outcome of any insurance or third party claim.
4. Membership fees are not refundable except before the commencement of the membership period.
5. Membership programs are not transferable.

Upon termination, HTH Worldwide and service providers engaged by HTH Worldwide shall continue to render services initiated before the termination date. The Covered Member shall pay for such services in accordance with costs and fees determined by HTH Worldwide.

DESCRIPTION OF SERVICES

Emergency Medical Evacuation: If a Covered Member is involved in an accident or suffers a sudden, unforeseen illness requiring emergency medical services while traveling more than 100 miles from their place of residence on an overnight trip, and adequate medical facilities are not available, HTH Worldwide will coordinate and pay for a medically-supervised evacuation to the nearest appropriate medical facility. Said evacuation, which shall be performed under medical supervision, will be to the nearest medical facility capable of providing adequate care and will only be performed if such care is not available locally. The determination of whether a medical condition constitutes an emergency and whether area facilities are capable of providing adequate medical care shall be made by physicians designated by HTH Worldwide after consultation with the attending physician on medical factors and their decisions shall be conclusive in determining the need for such services. As part of a medical evacuation, HTH Worldwide shall also make all necessary arrangements for ground transportation to and from the hospital, as well as pre-admission arrangements, where possible, at the receiving hospital. All evacuations must be approved and coordinated by HTH Worldwide-designated physicians. Transportation must be by the most direct and economical route.

When medically necessary and subject to the HTH Worldwide's prior approval, HTH Worldwide will pay for a medically supervised return to the Covered Member's permanent residence or, if appropriate, to a health care facility nearer to their permanent residence. For persons in the U.S., transportation home will be paid for only as a result of a covered illness or injury that prevents the member from continuing their trip, or their scholastic program. Transportation shall not be considered medically necessary if the physician designated by HTH Worldwide determines that the Covered Member can continue his or her trip or can use the original transportation arrangements that he or she purchased.

Transportation after Stabilization: After an Emergency Medical Evacuation and stabilization, HTH Worldwide will arrange and pay for one-way economy airfare to the Covered Person's point of origin, if necessary. If following stabilization HTH Worldwide determines that hospitalization or rehabilitation should occur in the Covered Member's Home Country, HTH Worldwide will alternatively coordinate and pay for the Covered Member's transportation there.

For persons in the U.S., transportation home will be paid for only as a result of a covered illness or injury that prevents the member from continuing in their scholastic program. For dependents not enrolled in a scholastic program, transportation home would be paid for only as a result of a covered illness or injury which prevents the dependent from remaining in the U.S. with the Covered Member.

Repatriation of Remains: If a Covered Member dies, while traveling more than 100 miles from their place of residence on an overnight trip, HTH Worldwide will pay the necessary expenses actually incurred, for the repatriation of the Covered Member's remains to his/her Home Country. This benefit covers the legal minimum requirements for the transportation of the remains. It does not include the transportation of anyone accompanying the body or visitation or funeral expenses. Any expense for repatriation of remains requires HTH Worldwide's prior approval.

Bedside Visit: If a Covered Member is hospitalized for seven (7) or more consecutive days, is likely to be hospitalized for seven (7) or more days or is in critical condition, HTH Worldwide shall arrange and pay for the cost for one economy round-trip air fare ticket to, and the hotel accommodations in the place of the Hospital Confinement for one person designated by the Covered Member. Payment for meals, ground transportation and other incidentals are the responsibility of the family member or friend. The determination of whether the Covered Member will be hospitalized for seven (7) or more days or if the Covered Member is in critical condition shall be made by HTH Worldwide after consultation with the attending physician. No more than one (1) visit may be made during any 12 month period.

Return of Dependent Children: If a Covered Member is traveling with dependent children(s), and such dependent children(s) would be left unattended because of the hospitalization of the Covered Member, HTH Worldwide shall arrange and pay for the return of such dependent children(s) to the Covered Member's primary place of residence, via the most direct route on economy class airfare. If necessary, HTH Worldwide shall also arrange for the transportation and costs for a qualified attendant to accompany the dependent children.

Return of Traveling Companion: If a Covered Member's traveling companion has lost previously made travel arrangements due to a delay caused by the Covered Member's hospitalization, HTH Worldwide shall arrange and pay for, the return of such traveling companion to his/her primary place of residence via the most direct route on economy class airfare. A traveling companion is defined as a person with whom the Covered Member is booked to share the same itinerary.

DEFINITIONS

Regional Medical Advisors are licensed physicians retained by HTH Worldwide

Accident (Accidental) means a sudden, unexpected and unforeseen, identifiable event producing at the time objective symptoms of an Injury. The Accident must occur while the Covered Member is enrolled in the Program.

Application means all information provided by the Covered Member for the preparation and administration of the Program.

Country of Assignment means the country of permanent residence outside the Home Country as stated on the application.

Covered Member means an Eligible Participant as described in the appropriate eligibility section, for whom premium is paid and who is covered under the Policy.

Eligible Participant means a person:

1. Who is a person validly enrolled in the Program;
2. Who meets the Eligibility Requirements as specified for the Program; and
3. For whom HTH Worldwide, or its agent, has received the appropriate Program fees.

Emergency Medical Services are urgent medical services and care rendered by a health care provider for the treatment of sudden accidental injuries sustained by a Covered Member or due to a sudden, unforeseen illness requiring immediate medical attention.

Emergency is a situation when, in the professional opinion the health care provider and HTH Worldwide, a clear and significant risk of death or imminent serious injury or harm to a Covered Member exists and for which evacuation is usually required in 24-48 hours.

Evacuation Decision: Medical considerations including the opinion of the treating physician, the Regional Physician Advisor and/or the Assistance Company, and the student's condition and ability to travel will determine the method and appropriate time of evacuation. All evacuations, transportations after initial evacuation, and repatriations of mortal remains are coordinated by and subject to the prior approval of HTH Worldwide and its Regional Medical Advisor and are paid directly by HTH Worldwide.

Enrollment Period means the period of time for which the Covered Member is validly enrolled for the Program and for whom HTH Worldwide has received the appropriate enrollment fee.

Home Country means the Covered Member's country of citizenship as stated on the Application. For purposes of providing medical evacuation and repatriation services: (1) The Covered Member's immediate family (spouse, dependent children, or life partner) shall be deemed to have the Covered Member's nationality; and (2) in the event of dual nationality, the Covered Member must elect one nationality.

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

Injury means bodily injury caused directly by an Accident. It must be independent of all other causes. To be covered, the Injury must first be treated while the Covered Member is insured under the Policy. An Illness is not an Injury. A bacterial infection that occurs through an Accidental wound or from a medical or surgical treatment of an Illness is an Injury.

Participating Organization or Institution means the organization or institution which has elected that its Eligible Participants and, if applicable, the dependents of those Eligible Participants be covered under the Policy and which has been accepted by the Insurer for coverage under the Policy.

Principle Country of Residence: The country in which the Covered Member has his/her permanent home, and as shown on the Member's passport.

Reimbursements means any and all payments due to HTH Worldwide, in addition to the initial or supplemental subscription fees, payments, advances or guarantees made by HTH Worldwide on behalf of the Covered Member.

Serious Medical Condition means a condition which in the opinion of an HTH Worldwide physician requires emergency medical treatment to avoid death or serious impairment to the Covered Member's health. In determining whether a Serious Medical Condition exists, the HTH Worldwide physician may consider the Member's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

EXCEPTIONS

The following treatment, items, conditions, activities and their related or consequential expenses are excluded unless HTH Worldwide has given its prior written approval and the Member has paid the designated fees:

1. Hospital or medical expenses of any kind or nature.
2. More than one Emergency Medical Evacuation and/or repatriation for any single medical condition of a Covered Member during the term of the Program.
3. Any cost or expense not expressly covered by the Program and not approved in advance and in writing by HTH Worldwide and/or not arranged by HTH Worldwide. This exception shall not apply to Emergency Medical Evacuation from remote or primitive areas when HTH Worldwide cannot be contacted in advance and delay might reasonably be expected in loss of life or harm to the Covered Member.
4. Any event occurring when the Covered Member is within the territory of his/her Home Country or when the Covered Member is within 100 miles from the territory of his/her home in the Home Country or Country of Assignment.
5. Any expense for Covered Members, contrary to the advice of a medical practitioner, or for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident, illness or Pre-existing Condition.
6. Any expense for medical evacuation or repatriation if the Covered Member is not suffering from a Serious Medical Condition, and/or in the opinion of the HTH Worldwide physician, the Covered Member can be adequately treated locally, or treatment can be reasonably delayed until the Covered Member returns to his/her Home Country or Country of Assignment.
7. Any expense for medical evacuation or repatriation where the Covered Member, in the opinion of the HTH Worldwide physician, can travel as an ordinary passenger without a medical escort.
8. Any treatment or expense related to childbirth, miscarriage or pregnancy. This exception shall not apply to any abnormal pregnancy or vital complication of pregnancy which endangers the life of the mother and/or unborn child during the first twenty-four (24) weeks of pregnancy.
9. Any expense related to the Covered Member engaging in any form of aerial flight except as a passenger on a scheduled airline flight; as a passenger on a licensed charter fixed wing aircraft over an established route; or as a passenger traveling on a business related activity in a fixed wing aircraft owned or leased to the Covered Member.
10. Any expense related to the Covered Member engaging in the commission of, or the attempt to commit, an unlawful act.
11. Any expense related to treatment performed or ordered by a non-registered practitioner not in accordance with the standard medical practice as defined in the country of treatment.
12. Any expense incurred as a result of the Covered Member engaging in active service in the armed forces or police of any nation; active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrection.
13. Services not otherwise shown as covered.

HTH Worldwide at its sole discretion will assist Covered Members on a fee-for-service basis for interventions falling under the above Exceptions. HTH Worldwide reserves the right, at its sole discretion, to request additional financial guarantees or indemnification from the Covered Member prior to rendering such services on a fee-for-service basis.

GENERAL PROVISIONS

Contract Documents

The Terms and Conditions and Application shall be deemed the Agreement and are incorporated herein by reference.

Indemnification, Limitations and Waivers

In the course of providing services under the Program, HTH Worldwide may be engaged in ultra-dangerous or hazardous circumstances, emergency situations, high-risk activities, sudden or unexpected events and occurrences. Given these unusual and difficult circumstances, it is agreed that:

Indemnification

The Covered Member agrees to indemnify, defend and hold HTH Worldwide, its subsidiaries and affiliates, and their respective directors, officers and employees, harmless from and against any and all claims, suits, actions, proceedings, or liabilities of any kind, including reasonable attorney's fees and expenses, arising out of its wrongful conduct, omission or the fault of its agents, employees or Covered Members.

Force Majeure

HTH Worldwide shall not be liable for failure to provide services and/or delays caused by acts of God, strikes, or conditions beyond its control, including but not limited to, flight conditions or situations where the rendering of services is prohibited or delayed by local laws, regulators or regulatory agencies. HTH Worldwide shall notify the Covered Member of any circumstance likely to cause such failure or delay as soon as reasonably practicable.

Conduct of Others

The Covered Member waives all claims against HTH Worldwide for any loss resulting from any advice given, services provided or any acts or omissions of any service provider including, without limitation, providers of medical services, transportation, security personnel or legal services who are referred by HTH Worldwide unless due to HTH Worldwide' willful misconduct.

Consequential Damages

In no event shall HTH Worldwide be liable for any incidental, special, consequential or indirect loss, damages, costs, charges, fees or expenses, including without limitation, loss of profits, loss of income, loss of business or loss of use.

Time Limitations

Any and all legal actions and claims arising under this Program shall be barred unless written notice thereof is received by HTH Worldwide within one (1) year of the date of the event giving rise to such action or claim.

Emergency Record

The information in the emergency record is a representative summary of the Covered Member's medical history and not a comprehensive compilation thereof. HTH Worldwide attempts to collect and store accurate information from the Covered Member as provided by them. HTH Worldwide shall not be responsible for errors or omissions which result from or arise out of inaccurate or incorrect information provided by the Covered Member.

Other Limitations

Any information contained herein or provided by HTH Worldwide under these services is general in nature and should not be construed as definitive or binding advice. The personal information obtained herein should not be used as a diagnostic tool or as a history and physical by a treating physician or those acting at the treating physician's direction. The medical information is a representative summary of the Covered Member's medical history and not a comprehensive compilation thereof. HTH Worldwide attempts to collect and store accurate information from the Covered Member as provided. HTH Worldwide is not responsible for errors or omissions, which result from or arise out of inaccurate or incorrect information provided by the Covered Member. Nor shall HTH Worldwide be liable or responsible in any way for the provision of advice, services or treatment of a medical nature (whether or not provided negligently or recklessly) by facilities or other providers not directly employed by HTH Worldwide. HTH Worldwide recommends that the Covered Member consult with a travel-medicine physician prior to traveling internationally.

This Agreement is entered into between the Covered Member and HTH Worldwide, and is not intended by the parties, nor shall it be construed to, have the effect of creating or conferring any third-party beneficiary status or rights hereunder upon the Covered Member or any other person (including family members) who may be eligible for Services provided under the Program.

Fraudulent Statement

Fraud, misstatement or concealment in the statements made by, for or on behalf of the Covered Member prior to or when effecting this Membership, or any fraudulent claim hereunder shall render the Membership null and void and all benefits, indemnities and services shall be forfeited.

Authorization

HTH Worldwide may require Covered Members and their immediate family to give HTH Worldwide written authorization and releases prior to rendering services under the Program.

Subrogation

HTH Worldwide shall be subrogated to any right or claim that the Covered Members may have against a third party and which results in the rendering of services by HTH Worldwide under the Program.

Return to Work/Study

The Member shall be solely responsible for the decision as to whether or not a Covered Member returns to work, school, training program or trip.

Amendment

HTH Worldwide reserves the right, in its sole discretion, to amend all documents, including these Terms and Conditions, with or without notice. Any such amendment shall be effective as to the Covered Member upon thirty (30) days written notice.

Relationship

The relationship of the parties shall be that of independent contractor and not of employment, partnership, joint venture, unless expressly provided otherwise in the Program. Neither party shall have, nor represent that it has, any right or authority to bind the other to assume or create any obligation or responsibility expressed or implied on behalf of the other or in the other's name unless provided in the Program.

The Program is not a contract of insurance nor is HTH Worldwide an ERISA administrator or fiduciary.

Confidential Information, Trade Secrets, Trademarks, Copyrights and Other Property Rights

Each party expressly undertakes to retain in confidence all information and trade secrets transmitted by the other party that has been designated as proprietary and/or confidential, or by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use or disclosure of such information or trade secrets except under the terms of the Program, or unless authorized to do so by the disclosing party. HTH Worldwide shall own and have the exclusive right to all data, documents, intellectual property and software used or generated by it with respect to the Service Program and shall have the right to retain copies of any documents provided to it.

Geographic Scope of Service

The services provided by HTH Worldwide under this Program are rendered on a worldwide basis, provided that HTH Worldwide shall be under no obligation to provide the services described to Covered Members located in areas that HTH Worldwide determines present a risk of war (whether declared or undeclared, civil or other hostilities) or where political conditions make the provision of such services impossible or reasonably impracticable; or

Governing Law

This Contract shall be construed and governed by the laws of the Commonwealth of Virginia, United States of America. The venue for all claims and disputes under this Contract, and all lawsuits filed concerning this Contract, shall be maintained in Fairfax County, Virginia, United States of America.

Complete Contract

It is expressly understood and agreed by the parties that the Application and Terms and Conditions are a final expression of the agreement between the parties. There are no promises, agreements, conditions or understandings, either oral or written, between them other than those that are set forth herein. It is further understood and agreed that, unless otherwise provided, no subsequent alteration, amendment, change or addition to the Program shall be binding upon HTH Worldwide unless reduced to writing and signed by an authorized representative of HTH Worldwide.

Headings

Any headings used in this document are inserted solely for the convenience of reference and shall not constitute a part of this Contract, nor shall they affect its meaning, construction or effect.

Notice

All notices hereunder shall be given to HTH Worldwide and to the Subscriber to the address set forth in the Contract. Facsimile notice and signatures are acceptable under this Contract and shall be effective when received by the addressee.