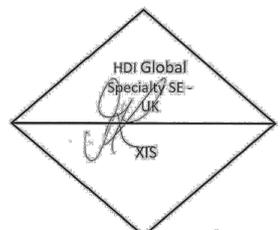


## GENERAL CONDITIONS

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21/10/2020



## IMPORTANT RECOMENDATIONS

We invite APEX TRAVEL beneficiaries to read these conditions before the start of the trip. In the following pages, you will find the General Terms and Conditions, Special Conditions and Exclusions, and instructions that will allow better use of the benefits and contracted services.

### I. PREFACE

All services provided by the assistance plan, are covered through APEX TRAVEL, a company whose principal purpose is to provide, among others, health care services, legal assistance and personal assistance only in emergencies during the course of an international trip. These general conditions define the way of obtaining the benefits to which the Beneficiary of a APEX TRAVEL plan will be able to request in emergency cases while abroad during the period of validity of the plan.

#### Acceptance of the Beneficiary

These Terms together with the other documents that are made available to the Beneficiary at the time of purchase of the plan, form the contract of travel assistance provided APEX TRAVEL The Beneficiary acknowledges and accepts these General Conditions. This acceptance is ratified through any of the following acts:

1. Payment of contracted services.
2. The use or attempted use of any of the contracted services.

The Beneficiaries acknowledges they have read, chosen and accepted the terms and conditions contained herein, and as such, the ruling of the Particular Terms & Conditions as a binding contract between the parties. It is clearly understood and accepted by the Beneficiary that APEX TRAVEL plans are not, under any reason, an insurance or related product, nor is a program of social security or prepaid medicine, medical service at home or unlimited medical service program. Therefore, they don't have as main objective the complete cure or definitive treatment of the Beneficiary's condition. The medical assistance services to be rendered by APEX TRAVEL are limited only to emergency treatment of acute cases and are only oriented to primary travel assistance for sudden and unpredictable events where a clear, verifiable and acute illness or condition or accident has been diagnosed and prevents the normal continuation of a trip, as long as the illness or condition listed in the exclusions. These plans are designed to ensure primary and normal recovery of the Beneficiary's physical conditions that allow a normal continuation of the trip. They are not designed for nor provide: elective medical procedures.:Routine medical check-ups or screenings that have not been previously authorized by the Emergency Management Centre norStart of long-term treatments or procedures.

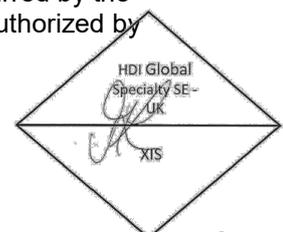
Any assistance or treatment will cease and not be the responsibility of APEX TRAVEL once the Beneficiary is back to their place of residence or the expiry of the period of validity of the chosen plan. The acquisition of one or more plans does not produce the accumulation of services and/or benefits contemplated in them. In these cases, only the limits established in the first contracted voucher may apply.

NOTE: It is clearly understood and accepted by the Beneficiary that this plan is a product of travel assistance and in the event that is offered through an insurance company, it doesn't make it an International Insurance. Moreover, once initiated the validity of the voucher, the Beneficiary may not make changes extend the period of validity or proceed to the cancellation of the voucher for any reason or under any circumstances.

Notwithstanding the foregoing, if the Beneficiary extends the trip unexpectedly, they may request the issuance of a new voucher. APEX TRAVEL reserves the right to accept or deny this renovation without explanations, under the following conditions:

- a. The Beneficiary will not have the right to a voucher renewal if they have used any of the services of APEX TRAVEL during the period of validity of the first voucher.
- b. The Beneficiary shall be able to renew the voucher as long as they contract same or greater coverage as the original voucher, plans with less coverage than the original one cannot be used for renewals.
- c. The Beneficiary must request authorization of the new voucher exclusively to the issuing agent, in which the original assistance was acquired or in case it was purchased directly on the web-site, through "Contact Us", and must indicate the amount of days they want to obtain. The issuing agent is obliged to inform APEX TRAVEL, that the new voucher is an extension and will ask for authorization for the new period.
- d. The application for this new Plan should be submitted prior to the end of the previous Plan, with the new Plan becoming effective immediately after the end of the previous one.
- e. The Beneficiary must designate the person who will make the corresponding payment in the offices of the agent, and will receive the new voucher which will be created and delivered in the same act.

Any new plan issued under the foregoing circumstances can in no way be used to initiate or continue treatment or make use of the benefits and services contained herein that may of have been incurred by the Beneficiary under the previous Plan, independently of any dealings and treatments previously authorized by APEX TRAVEL or by third parties.



In a given case, in which the request is made once the validity has expired or the Beneficiary is outside the country of residence (already in the trip), the renewal or the new voucher can be made, but will have 5 days of grace.

## Definitions

### A

•**Accident:** The event which generates body damage to the Beneficiary caused by unexpected agents, out of control, in motion, external, violent and visible. Every time the term "accident" is used it is understood that the wound or injury resulting for such event has been provoked directly by those agents besides any other cause. Nevertheless, if the body damage has been produced as a consequence of different causes of the before mentioned, then the maximum amount of the "Medical Assistance in case of Accident", will be automatically reduced up to the amount determined in the respective purchased plan in cases of "Medical Assistance in case of Illness".

•**Acute illness or acute medical condition:** Short process and relatively severe alteration of the body condition or any of its organs that could interfere or change the normal balance of the vital functions, generating pain, weakness or any other strange symptom to its normal state.

• **Amateur Sports:** It is practiced by amateurs, for leisure and / or recreational activities.

### C

•**Catastrophe:** Unfortunate event that seriously alters the normal order of things, were many people are involved.

•**Chronic illness or chronic medical condition:** Any continuous and persistent pathological process lasting more than 30 days.

•**Congenital illness:** Pathology present or existing since before birth.

### D

•**Days of grace:** The period of time that the coverage will not be effective in the plan. The mentioned period will be calculated by days from the initial coverage date, provided that the Beneficiary is not in their place of habitual residence in the moment of purchase.

### E

•**Emergency management center:** The office which coordinates the services to be provided to the Beneficiary in case of an Emergency.

### F

•**Force majeure:** Events which cannot be anticipated or resisted, and exempts from any obligation a third party.

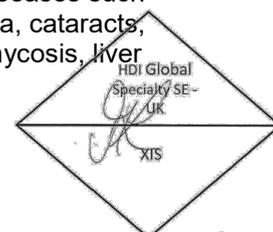
### M

•**Maximum coverage:** Maximum coverage amounts given by APEX TRAVEL, indicated in the voucher for each of the benefits and according to the contracted assistance plan.

•**Medical department:** Group of professionals from APEX TRAVEL that intervene and make decisions in every issue and/or benefits given or that will be given according to the present general conditions.

### P

•**Pre-existing illness or pre-existing medical condition:** any pathological physical process that recognizes an origin or an earlier etiology of the effective date of the plan or the trip (or whichever is later) and is likely to be objectified through complementary methods diagnostic routine, daily accessible and frequent use in all countries of the world (including, but not limited to: Doppler, nuclear resonance, magnetic, catheterization, radiology, etc.). It is understood as pre-existent any disease or condition of the body, known or not by the Beneficiary, that needs or requires a formation or incubation period within the body of the Beneficiary before effective date of the plan or the trip (or whichever is later). Common examples of pre existences, just to name a few: kidney or gallstones, obstruction of arteries or veins by blood clots or other, respiratory diseases such as asthma, lung problems, emphysema, HIV, usually related problems blood pressure, glaucoma, cataracts, nephritis, ulcers or gastric diseases, diseases resulting from congenital malformations, genital mycosis, liver



abscess, cirrhosis, blood sugar, high cholesterol, high triglycerides, and others. They require a period of short or long incubation, but in all more than a few hours' flight cases, recognizing that such state or pathological process existed within the body before getting on the plane or the means of transport at the time of the effective date of plan of assistance, even if the symptoms are present for the first time after starting the trip.

•Product or Plan: Set of services acquired by the Beneficiary, for which maximum coverage amounts for each service is specified in the voucher.

•Professional Sports: It is practiced with or without profit, performed in any type of competition such as intercollegiate, tournaments, championships, sports that pose a high risk, among others

## R

•Recurrent illness or medical condition: Return of the same treated illness usually over 3 or more times in a year.

## S

•Serious Accident: One that results in amputation of any body segment; fracture of long bones (femur, tibia, fibula, humerus, radius and ulna); head trauma; second and third degree burns; severe hand injuries, such as crushing or burns; severe spinal cord injuries with spinal cord involvement; eye injuries that compromise acuity or visual field or injuries that compromise hearing ability. In general, any accident in which the patient's life is at risk.

•Serious Disease: It is an alteration or deviation of the physiological state in one or several parts of the body, manifested by symptoms and characteristic signs, and whose evolution is more or less foreseeable, that is, any disease or injury with permanent or non-permanent sequels that partially limit or totally prevent the usual occupation or activity of the affected person, or incapacitate them for any activity and require or not the assistance of other people for the most essential activities of life.

•Stable Patient: Patient that does not have any variation in his health status and usually refers to symptoms and signs changing recently.

•Sudden or unpredicted sickness (disease, illness): None predicted sickness, acquired after the effective date of validity of the plan.

## T

•Treating physician: Medical professional provided or authorized by the APEX TRAVEL Emergency Management Center that assists the Beneficiary in the area the before mentioned is located.

## V

•Voucher: Document validly assigned by the company which indicates the contracted product.

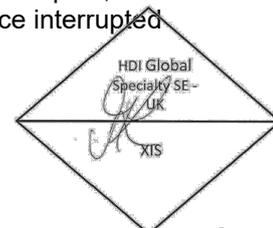
## II. BENEFICIARY

The Beneficiary is the person whose name appears on the APEX TRAVEL Plan and is the sole Beneficiary of the benefits and services that occur during the period of eligibility, inclusive up to the anniversary day of their age limitation according to the acquired plan, date after which coverage ceases and the Beneficiary loses all rights to the benefits and services contained herein, as well as those that may otherwise be valid including any right to reimbursement or claim.

The benefits and services contained herein are for the exclusive use of the Beneficiary and are non transferable. The Beneficiary may be asked to show proper identification as well as their APEX TRAVEL Plan as well the necessary travel documents in order to verify eligibility when services are required.

## III. EFFECTIVE DATES / ELIGIBILITY

The benefits and services described herein will only be valid during the effective dates shown on the Voucher and begins at 00:00 Hrs. on the date indicated and terminate at 23:59 Hrs. on the date indicated, provided that the Beneficiary has already started the trip overseas. As a general rule no unilateral changes, modifications, extensions or cancellations will be possible once the effective date on the voucher has begun. Plans in the category "Short Trips" will have a minimum duration of 3 days and a maximum of 365 days. After this period, the Beneficiary will lose any benefit from the assistance services contracted while on that trip. APEX TRAVEL plans, operate in the form of calendar days, therefore, once initiated the validity of a plan, the Beneficiary cannot stop it and the periods of unused days in the voucher are not refundable. Once interrupted the validity of a plan, it expires and cannot be reactivated later.



The purpose of the trip will have to be tourist and at no time can cover any people exercising a professional activity abroad. If the reason for the trip was the execution of works or tasks that involve professional risks or performing tasks highly specialized where life is exposed, exposition to hazardous substances, handling heavy machinery or working with gases, air pressure or fluid hydropneumatic, which require special physical abilities, or being exposed to danger and as a result suffering an accident or consequential disease, APEX TRAVEL will be absolved of all responsibility to provide services or assume costs arising from such circumstances, and in such cases employers will be obliged to assume them through their accountability professional risk plan. This regulation also applies to those who are not occupationally linked with a company and who act on their own as independent workers or illegal immigration or illegal employment status. As soon as the validity ends, all benefits will automatically cease, services in course or not, including the cases when these are initiated in the moment or before the term of validity, except in the cases that the Beneficiary is hospitalized by an illness, condition and/or accident covered by APEX TRAVEL by the end date. In these cases, the coverage will only include hospitalization expenses within the coverage of illness and/or accident whichever is applicable understood as follows:

- 1.Up to 8 additional days that start counting from the end date, or
- 2.Until the maximum coverage is reached, or
- 3.Until the treating physician discharges the Beneficiary during the period of the 8 days in which the coverage is extended.

Each assistance or treatment will cease and will not be responsibility of APEX TRAVEL once the Beneficiary returns to their place of residence or the validity period of the plan expires not including the before mentioned exceptions.

Note: in cases where the Beneficiary is already in the destination country and requests the authorization to issue a travel assistance plan, as long as it is authorized by the Emergency Central, said plan will have a 5-day grace period.

#### IV. GEOGRAPHICAL VALIDITY

The geographical coverage is in Turks & Caicos Island Territory, and/or Miami, USA. In any case, the country of habitual residence of the Beneficiary or country where the Assistance Plan was issued is excluded.

#### V. PROCEDURE FOR REQUESTING ASSISTANCE

If in need of assistance, regardless of their geographical location, the Beneficiary should contact the Emergency Management Center.

To communicate with said central via telephone, the Beneficiary must request collect call or call directly to the numbers authorized by the countries listed below. If the Beneficiary is charged for any calls to the Emergency Management Center, APEX TRAVEL will refund such the cost; the Beneficiary is advised to keep proof of payment of the call to request reimbursement, the Beneficiary must keep a copy of the invoice in which is reflected the charging for the call to the specified numbers.

It is the obligation of the Beneficiary to always call to report the emergency. In case the Beneficiary cannot do it personally, any companion, friend or relative can do it, but the call or notice must be made no later than within 24 hours after the emergency occurred. For cases in which the beneficiary is at open seas, and therefore prevented from communicating with the Assistance Center, he must report the medical fact up to 24 hours after disembarking at the first port he arrives at. Failure to comply with this rule entails automatic loss of any right to claim by the Beneficiary.

#### VI. BENEFICIARY'S OBLIGATIONS

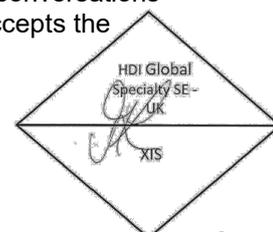
In all cases, the Beneficiary must:

1. Take a COVID-19 test before the voucher starts or the departure date, whichever happens first, and register the results to their information. The test must be made no sooner than 14 days prior to the date of departure.

2. Request and obtain authorization from the Emergency Management Center before taking any step or incurring any expenses in relation to the benefits provided by the plan. In cases where authorization has not been obtained by the Central, refunds shall not some, or give rights to claims.

3. It is clearly understood that the notification to the Emergency Management Center is essential, even if the issue is completely resolved, as APEX TRAVEL cannot take over the cost of any assistance without previous knowledge and authorization to the Emergency Management Center.

4. The Beneficiary accepts that APEX TRAVEL reserves the right to record and audit telephone conversations as needed for the proper development of the provision of services. The Beneficiary expressly accepts the



established procedure and agrees on the eventual use of the records as evidence in case of existence of disputes concerning the assistance provided.

5.If the Beneficiary or a third person could not communicate by any circumstance or involuntary reason with the Emergency Management Center before being assisted, the Beneficiary or a third party, with the inescapable obligation, shall inform the latest within 24 hours of the event. Failure to notify within 24 hours leads to the automatic loss of the rights of the Beneficiary to claim or request compensation.

6.Agree to abide the solutions indicated and recommended by the Emergency Management Center and, if necessary, consent to repatriation to their country of origin when, according to medical opinion, as long as the Beneficiary's health condition allows it and requires it.

7.Provide documentation that confirms the merits of the case and all original receipts for expenses to be evaluated for possible reimbursement by APEX TRAVEL and all medical information (including prior to departure), which allows the Central an assessment of the case.

8.Provide all necessary authorizations and releases to APEX TRAVEL in order to obtain the Beneficiary's medical history, by filling and signing the RECORD RELEASE FORM which will be sent by the Emergency Management Center and faxed back to it. The Beneficiary authorizes in an absolute and irrevocable manner APEX TRAVEL to request on their behalf, any medical records and information from professional overseas and in their country of residence, in order to evaluate and eventually decide about the applicability of the restrictions in case of chronic or pre-existence illness, affections or diseases that could derive in the request of assistance.

Note: In some countries, mainly in the United States and Europe, due to reasons of computer standardization most medical facilities such as hospitals, doctor's offices, clinics and laboratories, often send invoices and/or payment claims to patients attended, even after the bills or invoices have been paid and settled. If this happen, the Beneficiary should contact the Emergency Management Center to the numbers provided above or by writing to [claims@wt-assist.com](mailto:claims@wt-assist.com) and notify this situation. The Central will clarify the situation with the provider.

## VII. APEX TRAVEL OBLIGATIONS

1.Comply with the benefits and services described herein in events within coverage in the obtained plan during the valid period of the voucher.

2.APEX TRAVEL is expressly released, extent and excused of any obligations and responsibility in any case that the holder suffers any harm or requests assistance as a result of a major force or fortuitous event, the following events are an example and are not a limitation: catastrophes, earthquakes, floods, storms, International or civil war declared or not, rebellions, disturbances, civil insurrections, guerrilla or anti-guerrilla acts, hostilities, retaliation, conflicts, embargoes, constraints, strikes, popular movements, lockouts, acts of sabotage or terrorism, labor disturbances, acts of governmental authorities, etc.; as well as delay that may result in the termination, interruption or suspension of communication services. When elements of this nature intervene and once overcome, APEX TRAVEL agrees to comply its commitments and obligations within the shortest possible time.

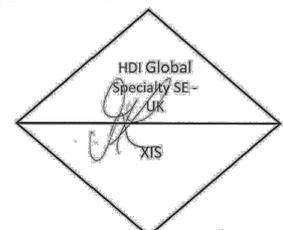
3.APEX TRAVEL agrees to analyze each reimbursement request to determine whether it is appropriate and thus repay the amounts that may correspond in accordance with these terms and amounts of coverage of the contracted Plan. All compensation and/or reimbursement and/or other costs to be assumed by APEX TRAVEL under this contract, shall be paid in local currency.

Established timeframes for processing a reimbursement are:

a.The Beneficiary has up to thirty (30) calendar days from the day end of the term of the voucher to present documentation and support necessary to start the reimbursement study. After that time, no documents will be accepted for processing any claim.

b.Upon receipt of the documents, APEX TRAVEL has up to five (5) calendar days to request any missing document that has not been delivered by the Beneficiary.

c.With all the necessary documents in hand, APEX TRAVEL shall within fifteen (15) working days to review the case and issue a letter of approval or denial of reimbursement.



d. If approved, APEX TRAVEL will proceed to make the payment within 15 business days after the date of receipt of complete bank information by written for the completion of the transfer.

Note: Reimbursements are paid directly by APEX TRAVEL and they can be made through bank transfer, international money transfer or check. APEX TRAVEL bear the expenses incurred by the agency, the cost for sending the check, as well as all direct charges from APEX TRAVEL bank; any additional charges made by the bank of the Beneficiary will be covered by the Beneficiary itself.

#### VIII. CURRENCY

The benefits offered by APEX TRAVEL detailed in point IX and maximum limits of coverage are reflected in the contracted plan expressed in US Dollars (USD).

#### IX. BENEFITS

Some benefits are included only in some APEX TRAVEL plans. Check your voucher benefits and amounts. If any item is not listed in the voucher, it is because the chosen product doesn't have this service.

##### Medical costs in Turks & Caicos for accident & illness

- Medical Consultations: these will be provided in case of an accident or acute illness.
- Specialist Care: when indicated by the Medical Department of APEX TRAVEL of the area where the Beneficiary is located.
- Additional Medical Tests: when indicated by the Medical Department of APEX TRAVEL
- Hospitalizations: According to the nature of the injury or disease, and whenever the medical department of APEX TRAVEL prescribes it, the hospitalization of the Beneficiary will proceed in the nearest medical facility. This item applies only to the Beneficiary, and under no circumstances bed or food will be covered in the hospital or clinic for an accompanying person.
- Surgical Interventions: When authorized by the medical department of APEX TRAVEL and in the cases where treatment is required immediately, and cannot be deferred to the moment that the Beneficiary returns to their place of residence.
- Prescribed Medicine: Medicine expenses prescribed by the treating physician in case of ambulatory assistance and the medicine used while hospitalized. The purchase made by the Beneficiary and authorized by the APEX TRAVEL will be reimbursed, once the Beneficiary returns to their place of residence, within the limits of coverage, providing the original documentation.

If the Beneficiary presents symptoms related to COVID-19, he/she must always call first the Emergency Management Center in order to report the event so that APEX TRAVEL can proceed according to the country's health and safety protocols. All expenses will be covered by APEX TRAVEL directly as this Benefit does not operate under the reimbursement modality for COVID-19 cases. If the Beneficiary incurs in any expenses, even after notifying the event, without receiving explicit authorization from the Emergency Management Center, APEX TRAVEL would be exempt from covering the expenses.

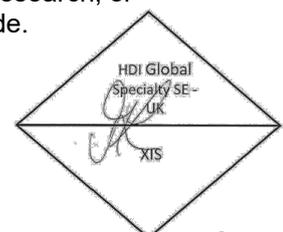
Note 1: Emergency Management Center reserves the right to decide the most appropriate among the treatments proposed by the medical profession or repatriation to the country of residence if their physical condition permits it. If in the judgment of the treating physicians of the Emergency Management Center is possible to return the Beneficiary to their country of residence for long-term treatment, programmable surgery or non-urgent surgeries, the Emergency Management Center will proceed with the repatriation of the Beneficiary, who is obliged to accept such solution, in case of rejection, the Beneficiary will lose all benefits provided by the plan.

##### Medical costs in Turks & Caicos for pre-existing condition

In those cases, in which the Beneficiary specifically contracts the coverage for emergencies suffered by a pre-existing and / or chronic condition, it will be covered up to the amount that is clearly specified in your voucher. The coverage provided for chronic and / or pre-existing diseases includes the following eventualities:

Acute episode or unpredictable event, decompensation of chronic and / or pre-existing diseases known or previously asymptomatic. This coverage is provided exclusively for primary medical care in the acute episode, or case not predictable, the emergency must require assistance during the trip and cannot be postponed until the return to the country of residence, the Assistance Center reserves the right to decide the most appropriate treatment among those proposed by medical personnel and / or repatriation to their country of residence. Repatriation will be a solution in cases in which treatments require long-term evolution, scheduled surgeries or non-urgent surgeries, the beneficiary is obliged to accept this solution, losing in case of rejection of the solution of all the benefits offered by the patient. assistance plan.

Excluded from this benefit is the initiation or continuation of treatments, diagnostic procedures, research, or diagnostic and therapeutic behavior, which are not related to the acute and unpredictable episode.



Excluded from this coverage are all diseases related to sexual transmission, including but not limited to syphilis, gonorrhoea, genital herpes, chlamydia, human papillomavirus trichomonas vaginalis, trichomoniasis, human immunodeficiency virus (HIV), the acquired immunodeficiency syndrome (AIDS), among others.

It is not treated in any of our plans, dialysis procedures, transplants, oncology treatment nor psychiatric treatment, hearing aids, eyeglasses, contact lenses, dental bridges, pacemakers, implantable defibrillators, external respirators, implantable devices, specific disposable equipment, etc. diseases caused by the ingestion of drugs, narcotics, medicines that are taken unreliably without a prescription, alcoholism, etc. Injuries sustained during an illegal act are not covered by our coverage. Obligations of the beneficiary:

1. The Beneficiary must follow all medical instructions given by the treating physician assigned by APEX TRAVEL and take all medications in the prescribed manner and as required.

2. If the Beneficiary interested in hiring a plan that includes emergency assistance coverage for pre-existing conditions, suffer from any of the following conditions: any type of cancer, heart disease, chronic lung disease and / or chronic liver disease, the beneficiary should consult his personal physician in his country of origin before starting the trip and get written confirmation that he is able to travel for all the days planned, the desired destination and can do without any problems all activities programmed.

3. The beneficiary cannot start the trip after receiving a terminal diagnosis.

4. In order to access this coverage, the beneficiary must have been stable for more than 12 months. If the reason for the trip was determined was the treatment abroad for a chronic or pre-existing condition, the Assistance Center will deny coverage.

#### Evacuation

When the medical department of the Emergency Management Center deems necessary to carry out the medical evacuation of the Beneficiary, this will be made in regular airline with medical escort or nurse if applicable, subject to seating space, to the country of habitual residence of the Beneficiary.

Medical repatriation means the transfer of sick or injured Beneficiary from the place where they are to the nearest airport to their city of habitual residence, in the country where the voucher must be issued. Only APEX TRAVEL may take all measures referred to in this clause, therefore, the Beneficiary or their family member are strictly prohibited from doing so without the prior written permission from APEX TRAVEL .

Additionally, the repatriation must be authorized and medical and scientifically justified by the treating physician from APEX TRAVEL , in the case where the Beneficiary's family or companions decide to make the return aside or without seeking the opinion of the Medical Department, no responsibility shall fall on APEX TRAVEL , thus, the repatriation and all other costs and consequences shall be borne by the sick or injured Beneficiary or their family or companions, without any right or claim against APEX TRAVEL .

When APEX TRAVEL 's Medical Department, in consultation with the attending physician deems necessary and recommends medical repatriation, this shall be done by the most convenient means of transportation available for it, and/or commercial airline tickets, in tourist class and subject to availability, to the airport of the country of residence. APEX TRAVEL will be responsible for paying the difference of costs for the change of dates of the original ticket. This assistance includes transportation by ambulance or other means of transport that supports the Beneficiary's health and approved by APEX TRAVEL 's Medical Department, with the necessary support structure including stretcher, wheelchair, walker etc.

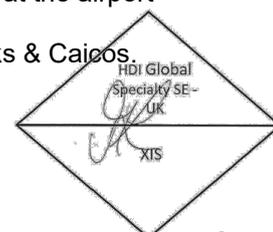
Any expense for repatriation when the cause that gave rise to it is a result of a pre-existing condition or to obey an event listed in the general exclusions are excluded from coverage. Beneficiary is entitled to the services within the validity of the voucher.

#### Air Ambulance cover to repatriate the person(s)

If the medical department and treating physician decide that the Beneficiary must be evacuated in an air ambulance, the Emergency Management Center will coordinate and cover the costs associated to the evacuation. Please note that only the Medical Department can authorize the transportation in an air ambulance and if the Beneficiary, or family, hire these services without permission they will not be able to submit the paperwork for reimbursement nor claims.

#### Ground Ambulance in Miami or city of repatriation

Once the Beneficiary has been evacuated and returns to Miami, or the city in which he lives within U.S.A., the Emergency Management Center will cover the costs of having a ground ambulance pick him up at the airport where the Air Ambulance lands and transfer him/her to the closest Hospital; according to the recommendations provided previously by the Medical Department and treating physician in Turks & Caicos.



Medical cost in Miami including intensive care

When Beneficiaries that do not reside within the U.S.A. have medical complications while being in Miami, APEX TRAVEL will cover the medical costs incurred by illness or accident, including intensive care for COVID-19 patients.

Cost of Quarantining other member of the family

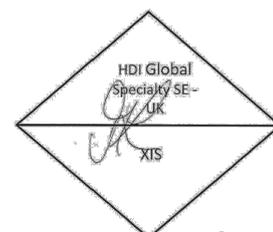
In the event that the Beneficiary is tested positive for COVID-19 and travelling with family members, APEX TRAVEL, and subject to approval of the Emergency Management Center, will pay up to the maximum amount listed in the contracted plan, in order to keep them under quarantine until they can be sure if they have been infected or not.

Attention: The above mentioned rest will have to be ordered for the doctors of the head office exclusively and they will contemplate only the coverage of the cost of the room without any type of supply or such expenses of another nature as laundry, telephonic calls (except those effected to APEX TRAVEL head office), mini bars etc.

#### X. EXCLUSIONS APPLICABLE TO ALL SERVICES AND BENEFITS

APEX TRAVEL is excluded from liability to serve in case of:

1. Beneficiaries that enter Turks & Caicos Island territory on a cruise.
2. Chronic or existing illnesses suffered before the commencement of the term of the Plan, known or not by the Beneficiary, as well as its complications and consequences even when they appear during the trip. Unless plans that include this benefit.
3. Disease, injury, illness or complications resulting from treatments performed by people or professionals not authorized by the Medical Department or the Emergency Management Center.
4. Homeopathic treatments, acupuncture, physical therapy, spa treatments, podiatry, etc.
5. Criminal intent or criminal action of the Beneficiary, directly or indirectly.
6. Illness treatment or pathological states as a consequence of consumption or intentional administration of toxics, drugs, narcotics or non-prescribed medicines.
7. Expenses incurred in any kind of orthosis, prosthesis, including artificial teeth, eyeglasses, contact lenses, hearing aids, etc.
8. Events that occurred as a result of training, practice or active participation in professional or amateur sports competitions. Also expressly excluded occurrences consequent to the practice of dangerous sports, including but not limited to: Motorcycling, Motorsport, Boxing, Polo, jet skiing, diving (up to 30 meters maximum), Hang-gliding, karting, ATV, Mountaineering, Skiing, Football, Boxing, Canoeing, Paragliding, Kayaking, Badminton, Basketball, Volleyball, Handball, Karate Do, Kung Fu, Judo, archery, rifle shot, Tejo, Rappel, Mountain climbing, bungee jumping, athletics, cycling, Speleology Luge, Skeleton, hunting animals, Bobsleigh, etc., and other sports practiced off tracks and regulations approved by the respective sports federations.
9. Abortions, births, check-ups, tests and pregnancy complications. Also, all the resulting complications during and after pregnancy.
10. All kinds of mental illness.
11. Conditions, illnesses or injuries resulting from the consumption of alcoholic beverages of any kind.
12. The Acquired Immunodeficiency Syndrome (AIDS) and human immunodeficiency virus (HIV) in all its forms, consequences and implications. Sexually transmitted diseases and/or infections and/or any type of examination and/or treatment that has not received the prior approval of the Emergency Management Center.



13.Event derived from natural disasters, nuclear radiation or radioactivity, as well any other phenomenon with extraordinary character or event that due to its proportions or seriousness it will be considered as a national disaster or catastrophe.

14.Suicide or intent of suicide or wounds self-inflicted by the Beneficiary and or their family, as well as any other act of obvious irresponsibility or imprudence by the Beneficiary.

15.Events derived as consequence of war (declared or not), terrorism, rebellion, civil war, insurrection, military or naval coup, government usurpation, serious alteration of the public order, with or without the personal participation of the Beneficiary or as a member or a civil or military organization.

16.Intentional acts or caused by bad faith by the Beneficiary or its representatives.

17.Routine check-ups, lab tests, tests of controls diagnosis, laboratory tests or radiological or other means, aimed to establish whether the disease is a pre-existence, such as examinations radiology, Doppler, MRI, CT, ultrasound images, scanner of all kinds, etc. The medical examinations to establish whether the condition corresponds to a pre-existing disease or not.

18.Expenditure on public and private transport paid by the Beneficiary from their hotel or location to a hospital, medical center or doctor's office. Unless these expenses have been expressly authorized in writing or orally by the Emergency Management Center.

19.Congenital diseases and their derivatives or consequences, known or unknown to the Beneficiary.

20.Injuries or accidents arising from aircrafts not authorized for public transportation, including private charter flights.

21.Illness, disease or injury arising directly or indirectly from quarrels or fights (unless it were a proven self-defense with police report), strike, acts of vandalism or popular tumult that the Beneficiary has participated as an active member. Or the attempt to commit an illegal act and, in general, any criminal or fraudulent action, including providing information that is different from the reality.

22.Treatment for endemic, epidemic or pandemic disease, except for COVID-19, in countries with and without health emergency if the Beneficiary has not followed the suggestions and/or information on travel restrictions and mandatory vaccinations issued by respective health authorities in each country.

23.Any expense or care that has not been consulted and approved by APEX TRAVEL Emergency Management Center.

24.Diseases or ailments resulting from disorders in women menstrual period and delays; and abundant vaginal discharge.

25.Liver diseases such as cirrhosis, abscesses, and others.

26.Exams and/or hospitalization for stress tests and all types of preventive checkups.

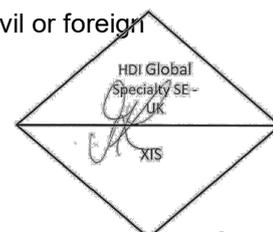
27.Any type of hernia and its consequences.

28.Kidnapping or attempted kidnap.

29.Professional Risks: If the reason for the trip was Beneficiary perform work or tasks that involve a professional risk. Illness or work-related accidents when performing highly specialized tasks where life is exposed or being exposed to hazardous substances or handling of heavy machinery, or manipulation of gas, air pressure or hydro fluids, or requiring special physical skills.

30.Driver or passenger injuries by the use of any type of vehicles, including bicycles, motorcycles and mopeds without a license or without a helmet, or without insurance policies.

31.Excluded are accidents and illnesses that occur while the Beneficiary is in countries where civil or foreign war. Example: Afghanistan, Iraq, Sudan, Somalia, North Korea, etc.



32.No assistance will be provided to any Beneficiary in illegal immigration or employment status (including undeclared work in the country where attendance, or shocked students working in a foreign country without the appropriate permission from local authorities is required).

33.APEX TRAVEL will not be responsible for costs for physiotherapies referred to the treatment of ailments related to work accidents, repetitive tasks or chronic and / or degenerative diseases of the bones or muscles. The physiotherapies will be covered only in case the ailment has been caused by a non-work accident with prior authorization from the Medical Department of the Assistance Services Center in case it is determined that with them the passenger can improve their current condition and under no circumstances, may exceed ten (10) sessions.

In case that it is determined that the reason for traveling abroad was the treatment of a pre-existing condition and that the current treatment has any direct or indirect link with the previous condition, APEX TRAVEL reserves the right to investigate the connection between the current event and the previous condition. Agreement of competition: It is expressly agreed between the parties with respect to the contractual relationship between the Beneficiary and the provider Voucher any problem of interpretation of the scope of the same and / or legal claim, which cannot be resolved amicably between the parties, shall be subject to the jurisdiction of the courts of Doral, Florida, excluding any other jurisdiction and jurisdiction that may correspond No joint services and / or intervention of other enterprises: In no APEX TRAVEL case will provide support services to the Beneficiary established in the health care plan of the travel certificate or fee reimbursement of any kind, as long as the Beneficiary requests or has requested services for the same problem and / or condition to any other company, before, during or after they are applied to the supplier.

#### XI.SUBROGATION AND ASSIGNMENT OF RIGHTS

Until the amounts disbursed in compliance with the obligations arising from these general conditions, APEX TRAVEL and / or the insurance companies that assume the risk as a result of the APEX TRAVEL order will be automatically subrogated in the rights and actions that may correspond to the Beneficiary or to his or her heirs against third-party natural or legal persons by virtue of the event that motivates the assistance rendered and / or benefit paid.

The Beneficiary of the product granted agrees to pay on the spot APEX TRAVEL any amount that has been received from the party responsible for the event and / or his Insurance Company (s) as an advance (s) account of the liquidation of the final compensation to which the Beneficiary is entitled; this up to the amount of the payments that would have received from the insurance companies in the case occurred Without the following statement being construed as limiting, the rights and actions likely to be exercised in front of the following persons are expressly included in the subrogation:

- 1)Third parties responsible for an accident (transit or any other type) and / or their insurance companies.
- 2)Transport companies, with regard to the refund -total or partial- of the price of unused tickets, when APEX TRAVEL as taken over the transfer of the holder or his remains.
- 3)Other companies that cover the same risk.

IMPORTANT: The owner irrevocably transfers in favour of APEX TRAVEL the rights and actions included in this Clause, obliging to carry out all the legal acts that are necessary for this purpose and to provide all the collaboration that is required on the occasion of the fact happened In this regard, it undertakes and obliges to formalize the subrogation or assignment in favour of APEX TRAVEL within three (3) calendar days following the intimidation of the Holder / s for that purpose. If you refuse to subscribe and / or collaborate to assign such rights to APEX TRAVEL, the latter will automatically be exempt from paying the assistance costs incurred.

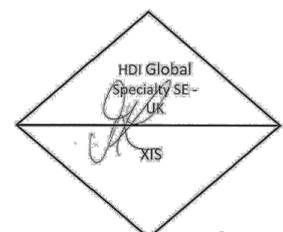
In addition, APEX TRAVEL will be subrogated, it being understood that any insurance, travel assistance and / or medical insurance will have the obligation in the first instance of payment of all or part of the expenses that may be triggered by the event suffered by the Beneficiary.

APEX TRAVEL will be subrogated in the rights and actions that correspond to the Beneficiary, for facts that have motivated the intervention of that and up to the total cost of the services provided.

Refusal to provide collaboration or subrogate such rights to APEX TRAVEL will be released from the obligation to fulfil the services offered and / or due. Likewise, APEX TRAVEL reserves the right to assign all or part of the rights that may arise from the contractual relationship with the Beneficiary, as well as the execution, rendering of services and other obligations under its charge to third professional legal entities. in the branch of assistance to companies in the field.

In this sense, the Beneficiary is aware of this right and therefore expressly waives to be notified or previously notified of such assignments.

#### XII.EXCEPTIONAL CIRCUMSTANCES



APEX TRAVEL and its network of service providers, agent or agents are expressly released and will held harmless for cases in which fortuitous events cause delays or prevent the rendering of services due to acts of natural catastrophes, strikes, riots, wars, lock-outs, invasions, sabotage, hostilities, rebellion, insurrection, governmental decree, terrorism, popular uprisings or any other overpowering force including nuclear, biological or chemical. Whenever elements of nature are involved, APEX TRAVEL promises to make every effort to meet its commitments once the impeding cause has ceased

#### XIII.RECOURSE

APEX TRAVEL reserves the right to demand reimbursement from the Beneficiary for any expenses paid in error in the event APEX TRAVEL provided services or benefits not considered appropriately under the Plan or rendered outside the period of validity.

#### XIV.DISCLAIMER

The service provided by APEX TRAVEL in accordance with the terms of these general conditions and the travel assistance contract, is limited solely and exclusively to provide the Beneficiary with access to professionals for the provision by the latter, under its sole and exclusive responsibility, medical, dental, pharmaceutical, legal and / or general assistance services. In this way, APEX TRAVEL will not be liable in any way, either directly or indirectly, for any claim that the Beneficiary may make for the provision of the services carried out by any of the aforementioned professionals.

APEX TRAVEL , will not be liable and will not indemnify the Beneficiary for any type of damage, injury or illness caused by having provided the Beneficiary with his request, people or professionals to assist him medically, dentally, pharmaceutically or legally. In these cases, the person or persons designated by APEX TRAVEL will be held as agents of the Beneficiary, without possible recourse of any nature or circumstance against APEX TRAVEL, because of such designation. APEX TRAVEL strives to make available to passengers the best health professionals and the best means, however APEX TRAVEL , can never be held totally or partially as responsible for availability, quality, results, lack of attention, medical services and/or malpractice of said professionals or entities, as they are conditions that are completely outside of APEX TRAVEL X control.

#### XV.TERMINATION

Any claim the Beneficiary may have that gives rise to the obligations that APEX TRAVEL should or could assume under these General Conditions will terminate unless received in writing within a period of 30 (thirty days) consecutive days after the end of the validity of the voucher.

