



Emergent Premier

Member Service Agreement

Important instructions

- Emergency Ground and Emergency Air services are activated by calling 911. **YOU DO NOT NEED TO CONTACT MASA IN A MEDICAL EMERGENCY.**
- National toll-free number **(800) 643-9023** for claims and other non-emergency service assistance.

Inside, you'll find:

- Definitions
- Benefits
- General provisions
- Limitations on liability
- Exclusions

Member Service Agreement

Emergent Premier

This Member Service Agreement is made and entered into by and between MASA¹ and the subscribing Member (defined in Article I herein). In consideration for payment of the membership and other related fees associated with such membership, MASA agrees to provide the following Benefits to the Member, during the Term of such membership, subject to the conditions and limitations set forth below.

Article I — Definitions

“Agreement or Member Service Agreement” shall be defined as all provisions of this document and the application.

“Benefits” shall be defined in Article II of the Agreement.

“Communicable Disease” or “Communicable Virus” shall be defined as infectious or transmissible disease(s) caused by microorganisms such as, but not limited to bacteria, parasites, or fungi that can infect and grow in humans or animals and can spread, directly or indirectly, from one person to another.

“Companion” shall be defined as a person selected by the Member.

“Date of Service” shall be defined as the calendar date in which a Member first receives service and/or incurs an expense associated with a Benefit.

“Dependent” shall be defined as a spouse, domestic partner, or other legally recognized person who is under the age of twenty-six (26) years and is (i) the Member’s biological or adoptive son, daughter, stepson, or stepdaughter (“child”) or (ii) a person over whom the Member has legal custody and/or control (“legal child”). However, if any such person is incapable of self-sustaining employment by reason of a physically or mentally disabling injury, illness, or condition; and chiefly dependent upon the employee or member for support and maintenance, such age limit of twenty-six (26) shall not apply and the person shall be considered a Dependent. Proof of such physical or mental disability must be furnished to MASA within thirty (30) days following the child’s attainment of the limiting age, or at the onset of the disability or Effective Date of coverage. Dependent shall also include newborns of the Member automatically for a period of sixty (60) days to provide Member time to alter coverage and notify MASA, if after a period of sixty (60) days, the Member does not alter coverage and MASA is not notified of the newborn, newborn will not be considered a Dependent. Eligibility with regards to approved Dependents may be contingent upon the Member’s employer’s policies and applicable laws, please confirm with employer who may be eligible as a Dependent.

“Emergency Air Ambulance Transportation” shall be defined as transport, necessitated by a Serious Emergency, by a medically equipped rotary ambulance (e.g. helicopter) or medically equipped fixed-wing aircraft from (i) the site of the Serious Emergency, (ii) a Suitable Airport nearest the site of the Serious Emergency, or (iii) a Medical Facility, where the Member is receiving treatment resulting from the Serious Emergency to the nearest and most Medically Appropriate Medical Facility, determined by the First Responders and/or Physicians, readily capable of receiving the Member and providing Medical Care, as may be required due to the Serious Emergency.

“Emergency Ground Ambulance Transportation” shall be defined as transport, necessitated by a Serious Emergency, by a medically equipped ground ambulance from (i) the site of the Serious Emergency, (ii) a Suitable Airport, following arrival from an Emergency Air Ambulance Transportation aircraft, or (iii) a Medical Facility defined herein, where the Member is receiving treatment resulting from the Serious Emergency, to the nearest and most appropriate Medical Facility, determined by the First Responders and/or Physicians, readily capable of receiving the Member and providing Medical Care, as may be required due to the Serious Emergency, or (iv) to a Suitable Airport for the purposes of Emergency Air Ambulance Transportation, as may be required due to the Serious Emergency.

“First Responder” shall be defined as a duly licensed law enforcement officer, firefighter, paramedic, emergency medical responder (EMR), or emergency medical technician (EMT) who in the course of their professional duties, responds to Serious Emergency events by being first to provide medical assistance and/or medical transportation.

“Hospital-to-Hospital Transportation” shall be defined as transportation, necessitated by a Serious Emergency, by Emergency Air Ambulance Transportation and Emergency Ground Ambulance Transportation from a Medical Facility, where the Member is presently Inpatient, to the nearest and most Medically Appropriate Medical Facility, determined by the First Responder(s) and/or Physician(s), readily capable of receiving the Member and providing the necessary, specialized level of Medical Care, as may be required due to the Serious Emergency.

“HSA-Eligible Individual” shall be defined as a Member who has enrolled, through their employer or otherwise, in a high-deductible health plan (as defined by the IRS) that is compatible with a health savings account (“Qualifying HDHP”), during the enrollment process for the Qualifying HDHP plan year or before the start of any subsequent Qualifying HDHP plan year.

“Inpatient” shall be defined as admission into a Medical Facility and Member is receiving Medically Necessary Medical Care while occupying a Medical Facility bed as may be required due to the Serious Emergency.

“MASA Medical Director” shall be defined as a Physician employed or contracted by MASA to determine the Medical Necessity of services.

“Medical Care” shall be defined as care for sickness or injury provided under the supervision of a Physician in a Medical Facility, capable of providing Medically Necessary treatment as may be required due to the Serious Emergency.

“Medical Facility” shall be defined as a hospital that is licensed, and operated according to all applicable laws, which possesses the facilities necessary to provide for the diagnosis and treatment, including major surgical intervention, of injury and sickness by or under the supervision of Physicians on an Inpatient basis with continuous, twenty-four (24) hour nursing services. Medical Facility shall exclude physical rehabilitation centers, skilled nursing centers or hospice settings, even if they are otherwise contained within a Medical Facility.

“Medically Appropriate” shall be defined as health care that meets professionally recognized standards of acceptable Medical Care; is delivered

¹ MASA is a d/b/a for Medical Air Services Association, Inc., and Medical Air Services Association of Florida, Inc., for residents of Florida.

in the appropriate medical setting; and is the least costly of multiple, equally effective, alternative treatments or diagnostic modalities.

“Medically Necessary” shall be defined as a medical service, procedure or supply provided for the purpose of preventing, diagnosing or treating an illness, injury, disease or symptom and (i) is Medically Appropriate for the symptoms, diagnosis or treatment of the condition, illness, disease or injury; (ii) provides for the diagnosis, direct care and treatment of the patient’s condition, illness, disease or injury; (iii) is in accordance with professional, evidence-based medicine and recognized standards of good medical practice and care; and (iv) not primarily for the convenience of the patient, physician or other health care provider.

“Member” shall be defined as the person who makes, either directly or through a third-party, including electronically, the application for membership with MASA and whose application and applicable fees have been received and accepted by MASA, and thereby becomes a Member in good standing. If the Member is enrolled in a family membership, Member shall also mean any Dependent(s).

“Member in Good Standing” shall be defined as a Member that is current with payments and not outside the Grace Period (as defined in the Agreement), adheres to all terms, rules, and conditions set forth by the Agreement, and ensures that all personal and billing information, such as address, email, and payment methods, is accurate and updated as needed to avoid disruptions in service.

“Minor” shall be defined as a person under the age of eighteen (18) years.

“Non-Emergency” shall be defined as a circumstance that is not a Serious Emergency, and that does not require immediate action or attention by First Responder(s) or Physician(s) in order to avoid irreversible harm to the Member.

“Out-of-Pocket Expenses” shall be defined as the remainder of the Member’s financial responsibility, after application of any primary health insurance, for a covered Benefit under this Agreement, to sufficiently exhaust Member’s liability for such Benefit.

“Paramedic” shall be defined as a duly trained and licensed medical professional who provides emergency care and treatment to people who are sick and injured.

“Physician” shall be defined as a duly trained and licensed Doctor of Medicine (MD), Doctor of Osteopathy (DO), or nurse practitioner.

“Residence” shall be defined as Member’s home address, as identified on Member’s membership application, or communicated otherwise in writing, within the continental United States, Alaska, and Hawaii. Notice of change of address must be submitted by (i) certified mail, return receipt requested, to MASA; (ii) electronic mail, including delivery confirmation, to info@MASAglobal.com; or (iii) facsimile, including confirmation of delivery, to (817) 416-2326. Notice of change of address must be received by MASA prior to any Serious Emergency or other incident which may activate Benefits. MASA may use the current address located within the continental United States, at which Member most recently resided for the past one hundred and eighty (180) consecutive days preceding the Member’s Date of Service for the purpose of determining “Residence”.

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

“Suitable Airport” shall be defined as an airport of such location, construction, and facilities to safely accommodate the landing, ground service and maintenance requirements, and take-off of a medically equipped rotary ambulance (e.g. helicopter) or medially equipped fixed-wing aircraft.

“Terminal Illness” shall be defined as any health condition that cannot be cured and will likely result in death.

Article II — Benefits

Emergency Ground Ambulance Coverage². MASA shall cover Out-of-Pocket Expenses resulting from Emergency Ground Ambulance Transportation, necessitated by a Serious Emergency, to the nearest and most appropriate Medical Facility, as determined by the First Responder(s) and/or Physician(s), readily capable of receiving the Member and providing the necessary level of Medical Care, as may be required due to a Serious Emergency, or to a Suitable Airport for the purposes of Emergency Air Ambulance Transportation, as may be required due to a Serious Emergency.

Hospital to Hospital Ground Ambulance Coverage². MASA shall cover Out-of-Pocket Expenses resulting from a Medically Necessary Hospital-to-Hospital Transportation transfer by a medically equipped ground ambulance to the nearest most appropriate Medical Facility readily capable of receiving the Member and providing the specialized level of Medical Care required that is not available at the initial Medical Facility, as determined by the treating Physician(s) at the Medical Facility.

Emergency Air Ambulance Coverage². MASA shall cover up to \$20,000.00 in Out-of-Pocket Expenses resulting from Emergency Air Ambulance Transportation, necessitated by a Serious Emergency, to the nearest and most appropriate Medical Facility, as determined by the First Responder(s) and/or Physician(s), readily capable of receiving the Member and providing the necessary level of Medical Care, as may be required due to a Serious Emergency. Coverage for Emergency Air Ambulance Transportation by medically equipped fixed-wing aircraft shall be due, exclusively, to: (a) the unavailability and/or inefficiency of transport by rotary aircraft or ground transport, and (b) necessity of specialized treatment for a Serious Emergency not immediately available locally. Transport must result from the request or recommendation by a First Responder or treating Physician who deems Emergency Air Ambulance Transportation Medically Necessary. This service must be provided by a medically equipped rotary ambulance (e.g. helicopter) or medically equipped fixed-wing aircraft that is provided by a common air ambulance carrier.

Hospital to Hospital Air Ambulance Coverage². MASA shall cover up to \$20,000.00 in Out-of-Pocket Expenses resulting from a Medically Necessary Hospital-to-Hospital Transportation transfer by a medically equipped rotary ambulance (e.g. helicopter) or medically equipped fixed-wing aircraft to the nearest most appropriate Medical Facility readily capable of receiving the Member and providing the specialized level of Medical Care required that is not available at the initial Medical Facility, as determined by the treating Physician(s) at the Medical Facility.

Repatriation to Hospital Near Home Coverage³. MASA shall coordinate and cover Out-of-Pocket Expenses related to a Member’s Non-Emergency transport by a medically equipped ground ambulance, medically equipped rotary ambulance (e.g. helicopter), medically equipped fixed-wing aircraft, or by a common carrier airplane with a Paramedic, if appropriate, in the event the Member is hospitalized more than one hundred (100) statute miles from the Member’s Residence. Although every effort will be made to transport the Member to Medical Facility of the Member’s choice, some factors outside of MASA’s control may limit ability to fulfill the Member’s request. Such factors include, without limitation, no availability of a bed at requested Medical Facility and/or unavailability of required Medical Care for the Member’s condition at requested

Medical Facility. Such services shall be provided contingent upon (i) the Member being Inpatient at the time of the request, (ii) Member's ability to fly on a medically equipped fixed-wing aircraft or a common carrier airplane without causing further injury, (iii) continued Inpatient Medical Care is required at the Medical Facility nearest to the Member's home, (iv) written or recorded certification by Member's treating Physician and MASA's Medical Director that transfer is medically appropriate (e.g. fit to fly) and continued Inpatient Medical Care is needed for a period of five (5) days or greater, and (v) Member's compliance with the Access of Services provision of this Agreement.

Post Admission Continued Care Transportation Coverage¹. MASA shall reimburse the Member up to \$500,000 in Out-of-Pocket Expenses incurred by the Member resulting from utilizing a Medically Necessary Non-Emergency ground transport, ride sharing, or ride sharing health transport to a rehabilitation facility, skilled nursing facility, long-term disability care facility, hospice, or the Member's Residence. Such reimbursement shall be provided contingent upon Member providing proof of first visiting an urgent care facility or a Medical Facility for a Serious Emergency which requires further Medically Necessary Non-Emergency transportation as recommended by the attending Physician. Such reimbursement shall be provided contingent upon Member providing MASA proof of invoice and Member's proof of Member's payment. This Benefit is limited to an amount equal to the amount the Member paid but shall not exceed \$500.00 per membership for each consecutive twelve (12) month period beginning from the Effective Date.

Sick While Away From Home Expense Protection⁴. MASA shall reimburse the Member up to \$5,000.00 in Out-of-Pocket Expenses incurred by the Member as a result of the Member contracting a Communicable Disease, Communicable Virus, or illness (e.g. flu, bacterial infection, sinus infection, chickenpox, malaria, dengue, typhoid fever, or chikungunya) while more than one hundred (100) statute miles from the Member's Residence which causes disruption and Out-of-Pocket Expenses before the Member is able to return to the Member's Residence. Such reimbursement shall be provided contingent upon Member providing proof of medical documentation (i.e. medical certificate, medical note, prescription, hospital record, travel restriction notice, positive pandemic test) from a Physician, clinic, urgent care stating Member is not able to return to Member's Residence due to sickness. MASA will reimburse expenses (e.g. hotel, meals, airfare re-booking, relevant tests, costs to attain medical documentation) relating to that stay. Such reimbursement shall be provided contingent upon Member providing MASA proof of invoice and Member's proof of Member's payment. This Benefit is limited to an amount equal to the amount the Member paid but shall not exceed two (2) claims per membership of \$5,000.00 for each consecutive twelve (12) month period beginning from the Effective Date.

Minor Return Transportation Coverage³. MASA shall assist the Member through the process of how to return a Minor and reimburse the Member up to \$2,500.00 in transport expenses (e.g. airfare, rental car, taxi, ride sharing) incurred by the Member associated with a Minor's return transportation to a parent, legal guardian, or a person that can be responsible for a Minor in the event that a Minor is left unattended as a result of Member's utilizations of Emergency Ground Ambulance Coverage, Hospital to Hospital Ground Ambulance Coverage, Emergency Air Ambulance Coverage, Hospital to Hospital Air Ambulance Coverage, or Repatriation to Hospital Near Home Coverage. Such reimbursement shall be provided contingent upon Member providing MASA proof of invoice and Member's proof of Member's payment. This Benefit is limited to an amount equal to the amount the Member paid but shall not exceed \$2,500.00 per claim.

Pet Return Transportation Coverage³. MASA shall assist the Member through the process of how to return a pet and reimburse the Member up to \$2,500.00 in transport expenses (e.g. airfare, rental car, taxi, ride sharing) incurred by the Member associated with a pet's return transportation of a Member's pet to the Member's Residence or a person that can be responsible for the pet, as a result of Member's utilization of Emergency Ground Ambulance Coverage, Hospital to Hospital Ground Ambulance Coverage, Emergency Air Ambulance Coverage, Hospital to Hospital Air Ambulance Coverage, Repatriation to Hospital Near Home Coverage, Patient Return Transportation Coverage, or Mortal Remains Air Transportation Coverage Benefits. Such reimbursement shall be provided contingent upon Member providing MASA proof of invoice and Member's proof of Member's payment. This Benefit is limited to an amount equal to the amount the Member paid but shall not exceed \$2,500.00 per claim.

Coverage Territory

Each MASA Benefit is marked with a 1, 2, 3, or 4 following the Benefit name to outline where coverage is provided based on a certain geographic area as outlined below:

¹United States. Coverage shall be provided within the United States.

²United States and Canada. Coverage shall be provided within the United States and Canada.

³United States, Canada, Mexico, and the Caribbean. Coverage shall be provided within the United States, Canada, Mexico, and the Caribbean.

⁴Worldwide. Coverage shall be provided within the United States and automatically extends Worldwide (coverage and services are excluded in countries considered a level 4 advisory (Do Not Travel) at time of Member travel or listed as "other" by the US Department of State travel advisory web page or listed as prohibited on the U.S. Department of Treasury Office of Foreign Assets Control list, and Antarctica) contingent upon ten (10) day prior notice of such travel, or notice as soon as reasonably possible if Effective Date of coverage is within such ten (10) days of travel, or otherwise explicitly stated in the Benefit language. Notice may be provided by (i) certified mail, return receipt requested, to the MASA Corporate office; (ii) electronic mail, including delivery confirmation, to travel@masaglobal.com; or (iii) facsimile, including confirmation of delivery, to 817-769-2755, and MASA's written acknowledgment of such notice. Notice must include an itinerary of destinations and dates. Unless otherwise authorized by MASA in writing, worldwide coverage shall apply up to ninety (90) days per trip. If notice is not provided ten (10) days prior to travel, or as soon as reasonably possible if Effective Date of coverage is within such ten (10) days of travel, MASA shall only be liable to Member for no more than \$50,000 of Member's Out-of-Pocket Expenses for Benefits that have Worldwide coverage, marked with the number four (4), next to the Benefit name.

Article III — General Provisions

Access of Services. Benefits that state coverage shall be provided contingent upon Member's compliance with the Access of Services provision of this Agreement must be coordinated and/or provided by MASA or an authorized agent of MASA. Member agrees to provide MASA with timely, as may be reasonably possible, notice, including any supplemental information as may be requested by MASA of Member's need to utilize a Benefit and/or services contained herein. Member acknowledges that certain Benefits and/or services as provided for herein are time sensitive; therefore, MASA requires notice at the earliest possible moment as may be required, and to allow proper time to facilitate the provision of Benefits and/or services.

Cancellation & Membership Fees Reimbursement. Should Member that purchased MASA through their employer as an employee benefit desire to terminate this Agreement, written notice of cancellation must be sent to Member's employer. Should Member that purchased MASA directly from a MASA representative or online and desire to terminate this Agreement, notice of cancellation may be provided or completed by (i) certified mail, return receipt requested, to MASA, (ii) electronic mail, including delivery confirmation, to info@MASAglobal.com, (iii) facsimile, including confirmation of delivery, to (817) 416-2326, (iv) online, or (v) telephone, please contact MASA at 1-800-643-9023. Member acknowledges and agrees that failure to provide proof of notice of cancellation delivery may result in the delayed termination of this Agreement. In the event that Member terminates this Agreement within thirty (30) days of the Effective Date and provided that Member has not received any of the services or Benefits subject to this Agreement, Member shall receive full reimbursement of Membership Fees, if applicable. If Member terminates this Agreement any time after thirty (30) days from the Effective Date, Member shall not be entitled to any reimbursement of Membership Fees.

Claims Submission. The Member has 180 days from the Date of Service to submit a claim by uploading the invoice that shows the Out-of-Pocket Expense due through the MASA Member portal claims section at www.masaaccess.com/Member.

Communication. By applying to be a Member, Member expressly consents to contact from MASA and/or its subsidiaries, affiliates, or agents regarding this product and other products or services via live, automated, or prerecorded call, text, email, or regular mail for the purposes of confirmation of coverage, purchased or prospective product information, benefit awareness, billing, claims and continuation or renewal of coverage. Member understands that Member is not required to enter into this consent as a condition of purchase and can revoke this consent by calling MASA at 1-800-643-9023.

Effective Date. This Agreement, and the services provided herein, shall become in force and effective upon the latter of the Effective Date as separately agreed upon by MASA and Member's employer or MASA's receipt of Member's fully executed membership application or Member's employer roster containing Member's name, unless otherwise mutually agreed to, in writing, by all parties. MASA shall not be obligated to perform any of the services described herein prior to the Effective Date of this Agreement.

Identification. MASA shall provide Member with an identification card bearing a membership number. Such card and other forms of identification should be carried by the Member as to provide proof of membership and the right to services under this Agreement. The identification card may be sent to Member via mail or digitally available through the MASA Global App.

Modification of Membership and Terms. MASA reserves the right to modify, terminate or impose additional terms and conditions to the membership and this Agreement by posting updated membership terms at www.masaaccess.com/Member. In addition, MASA may modify the various Benefits available to Members by updating this Agreement. MASA will provide notice of any material changes to this Agreement. The Member's continued use of the membership after MASA has posted the modification or, if applicable, the Member has received notice of the changes, will constitute the Member's acceptance of the changes. MASA may also ask Member to acknowledge the Member's acceptance of the modified Agreement. If the Member does not agree to any material changes, the Member may cancel the membership as described above in Article III and/or receive a pro-rata refund if the change was made during the Term. MASA reserves the right to discontinue or terminate this Agreement in its entirety upon reasonable notice.

Rate. In consideration for the services provided herein, Member shall pay to MASA the rate per agreed payment terms indicated on the application (the "Membership Fees"). In the event MASA elects to amend or otherwise change the Membership Fee on monthly or annual memberships, MASA will provide Member with at least thirty (30) days advance written notice of such impending change.

Review of Claim. Should the Member's primary health insurance carrier deny a claim/bill for emergency transportation, MASA will review the claim according to MASA's service agreement and provide a claim determination regardless of the Member's primary health insurance's determination.

Service. The Member may be required to provide certain documents to MASA for the facilitation of Benefits, which may be necessary for some services herein.

Service Contract. The Member shall not contract, authorize, or engage any service or expense in the name of or on behalf of MASA. The obligations of MASA in this Agreement are limited to providing services, as described herein. MASA will not be responsible for any charges that Member contracts for in their own name and without MASA's authorization.

Supplemental Protection. The Member acknowledges and agrees that the services provided hereunder are meant exclusively to supplement Member's primary health insurance and/or other insurance coverage(s). For that purpose, in the event that Member fails to provide evidence of primary health insurance at time of claim, MASA shall be liable to Member for no more than 20% of Member's Out-of-Pocket Expenses for Emergency Ground Ambulance Coverage, Hospital to Hospital Ground Ambulance Coverage, Emergency Air Ambulance Coverage and Hospital to Hospital Emergency Air Ambulance Coverage Benefits, but in no event will pay more than \$20,000.00 per claim.

Survivorship. Should the Member die during the membership Term, the terms and conditions of and coverage provided by this membership shall apply to and be made available to the Dependents, if enrolled in a family membership and coverage is continued to be paid for.

Term. In the event that the Member elected a monthly membership, the term of the membership shall be one (1) month from the Effective Date and shall automatically renew on a monthly basis, unless otherwise terminated or payment is not received. In the event that the Member elected an annual membership, the term of the membership shall be one (1) year from the Effective Date and shall automatically renew on an annual basis, unless otherwise terminated or payment is not received.

Article IV — Limitations on Liability

Alternative Dispute Resolution (“ADR”) & Legal Action. The Parties agree that all disputes arising hereunder shall be resolved by arbitration in accordance with the Commercial Rules of the American Arbitration Association. In the event of any legal action, the prevailing party shall be reimbursed all legal costs and reasonable attorney’s fees by the losing party. Venue of any action to enforce this Agreement shall be Broward County, Florida, and shall be construed and construed in accordance with the laws of the State of Florida, without regard to principles of conflicts of law.

Death, Disability & Injury. MASA shall not be liable to any person for the death, disability or injury of the Member, the patient, or any other person accompanying the patient. Member acknowledges and agrees that MASA may enter into contracts with regional air ambulance carriers and that such contracted carriers shall be solely responsible in the event of any injury or death to the Member which might occur during the course of transport by such contracted carrier.

Effective Term & Grace Period. If payment is made on a monthly or installment basis, payment is required no later than ten (10) days after expiration (e.g. Grace Period) to renew or continue Membership Benefits. If payment is made on an annual or a multi-year basis, payment is required no later than thirty (30) days after expiration (e.g. Grace Period) to renew or continue membership Benefits. If payment is not made within the Grace Period, then MASA shall not be responsible for any payment of services for the Benefit of Member. Member is solely responsible for the payment of all Membership Fees, even if payment is submitted to MASA by a designated third-party. This provision means that if any required premium is not paid on or before the date it is due, it may be paid subsequently during the Grace Period. During the Grace Period, the contract will stay in force.

Entire Agreement. This Agreement constitutes the entire understanding and agreement between MASA and the Member and supersedes all prior agreements and understandings between the parties with respect to such subject matter. If any provision is declared null and void under the law, that provision is severable, and the remainder of this Agreement shall remain in full force and effect.

Extension of Benefits & Conversion Rights. The termination of this contract by MASA is without prejudice to any continuous loss which commenced while the contract was in force. If the Member enrolled in MASA through their employer group or other duly authorized group, and the Member’s group is no longer authorized to provide MASA ’s membership program or Member is terminated from the group, then Member’s Benefits shall continue through the duration of the original term of the membership which they selected.

Impossibility of Performance. MASA shall not be liable for failure to perform under this Agreement in the event that such failure is caused by natural disasters beyond human control that cannot be anticipated or prevented (Acts of God), fire, flood, strike, natural disaster, labor dispute, riot, insurrection, war, pandemic, or any other cause beyond the control of MASA. Nothing herein contained shall require MASA to take any action contrary to law, any order or regulation of any governmental agency or officer, or contrary to any permit or authorization granted to MASA by any governmental agency.

Legal Counsel. Member hereby grants MASA the authority to retain, at MASA ’s sole expense, legal counsel on behalf of Member for the purposes of negotiating and/or resolving any third- party claims related to the services. Furthermore, Member grants MASA an irrevocable right to settle and/or resolve Member’s outstanding obligations related to the services without further approval and/or consent by Member. Member acknowledges and agrees that failure to reasonably cooperate or assist the retained legal counsel may result in a limitation of MASA obligations to perform services.

Liability. MASA shall not be liable for any negligence and/or tortious acts, or omissions, resulting from services provided by emergency and/or non-emergency medical providers, or any other third-party service provider. MASA is not liable for delayed and/or canceled departures or arrivals due to unsafe conditions, as determined by airport authorities and/ or pilots, Acts of God or mechanical failure.

No Tax Consequences. MASA shall not be liable for any tax consequences to a Member or the employer arising from a Member’s receipt of any Benefits under this Agreement at any time. If Member has questions on tax consequences in utilizing MASA, Member should consult with a qualified tax advisor.

Non-Assignment. Member may not assign this Agreement or any of Member’s rights and/or responsibilities herein without the prior written, express approval of MASA.

Non-Waiver. No action and/or inaction by MASA shall be considered a waiver of a term, condition and/or right under this Agreement unless expressed, as described above. Any failure and/or refusal by MASA to enforce any provision of this Agreement shall not be construed as a waiver of a term, condition and/or right effected by such provision or impairment of MASA ’s right to enforce a term, condition and/or right affected by such provision or any other provision of this Agreement thereafter.

Representations Provided By or About Member(s). It is the responsibility of the Member and/or employer to furnish all necessary correct, accurate, and current information to MASA for eligibility purposes, enrollment, and in order to allow MASA to service the Member. In the event that the Member and/or employer fails to furnish any such information or in the event that any such furnished information is or becomes false, erroneous, inaccurate, or no longer accurate due to any changes impacting any Member, MASA reserves the right to deny services and/or request, or effectuate, a refund under this Agreement and maintains all other rights provided by applicable laws.

Subrogation. Member hereby irrevocably assigns to MASA all of Member’s rights, entitlements, and interests in any and all insurance policy and/ or plan benefits to which Member may be entitled to receive monies for any of the same services provided herein by MASA. Member warrants that MASA may pursue any claims for payment of any insurance benefits directly to itself from any insurance source from which Member is entitled to payment of monies for any of the same services provided herein by MASA.

Article V — Exclusions

All services, subject to this Agreement, shall be provided contingent upon receipt of a completed application or related documentation; all applicable fees; and commencement of the Effective Date. MASA reserves the right to deny claims reported to MASA one-hundred eighty (180) days or more from the Date of Service. This Agreement does not provide for transport arising out of or caused by the following: (i) Elective and/or cosmetic surgery; (ii) Occurrences related to military personnel during active-duty hours; (iii) Air travel, other than as a passenger in an aircraft operated by a common-carrier airline, maintaining regular published schedules; (iv) Treatment for mental illness or disease or any self-inflicted injury shall be limited to one (1) claim per membership for each consecutive twelve (12) month period beginning from the Effective Date (v) Under the influence of intoxicants and/or narcotics unless administered on the advice of a physician; (vi) Inherently dangerous activities such as, without limitation, participation in professional athletic events, motor sport or motor racing, bull-riding, skydiving, parachuting, hang gliding, bungee cord jumping, heli-skiing, spelunking, etc.; (vii) A Serious Emergency or Out-of-Pocket Expense arising from employment where coverage is provided and approved under any Workers' Compensation Law, occupational disease/hazard law or similar legislation.; (viii) Participation in a riot, insurrection, rebellion, civil disobedience or unlawful assembly; and/or (ix) Declared or undeclared war or acts thereof. If a Member has a pre-existing condition, all Non-Emergency Benefits will not apply during the first ninety (90) days of enrollment. The Non-Emergency Benefits include all Benefits other than Emergency Ground Ambulance Coverage, Hospital to Hospital Ground Ambulance Coverage, Emergency Air Ambulance Coverage, and Hospital to Hospital Air Ambulance Coverage. If Member is diagnosed by a Physician with a Terminal Illness that can reasonably be expected to result in death in one (1) month or less after the date of the certification following an Inpatient admission, MASA will not provide coverage for Emergency Air Ambulance Coverage, Hospital to Hospital Air Ambulance Coverage, and Repatriation to Hospital Near Home Coverage. A membership cannot be purchased while Member is Inpatient at a Medical Facility requesting Benefits.

State laws may prevent a Medicaid recipient from participating in a medical transport membership and/or association. If Member is a Medicaid recipient, Member shall immediately notify MASA, whereupon such notification MASA will cancel the membership and provide a full refund of the Membership Fees. Should Member fail to inform MASA that they are a Medicaid recipient, MASA may elect to deny coverage for any claim covered by Medicaid.

Notwithstanding anything to the contrary in this Agreement, Benefits shall be available for otherwise qualifying services and Out-of-Pocket Expenses incurred under this Agreement during the period in which a Member is a "HSA-Eligible Individual" that are for medical care, as defined under Internal Revenue Code section 213 (d) ("Medical Benefits"), however Member remains liable for satisfying statutory minimum deductibles and the tax consequences thereof.



Mailing address

MASA
1301 International Parkway, Suite 300
Sunrise, FL 33323



Phone

(800) 643-9023



Fax

(817) 491-1368



Email

info@masaglobal.com

Search "MASA Global" in your mobile app store and bring your plan wherever life takes you.

masaaccess.com