

(UKRAINE RESPONSE)

Updated: **July 12th, 2024**

## **MEDICAL EVACUATION & CRISIS RESPONSE MEMBERSHIP**

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### **WHAT IS INCLUDED IN YOUR MEMBERSHIP?**

(Ukraine Response) by **Inherent Risks** is a Medical Evacuation, Medical Bill Pay and Crisis Response Membership, and includes services listed in **Membership Benefits & Limits** when all of the **Membership Terms & Conditions** are met.

**Inherent Risks** understand that time is of the essence and therefore will determine the best mode and timing of all services provided to mitigate unnecessary delays in services.

During the **Period of Membership**, **Inherent Risks** will be the first point of contact for **Members**, which may involve contact and liaison with **Medical Facilities**, guaranteeing **Medically Necessary** fees, consulting with **Medical Professional(s)** and/or medical transportation providers, and/or arrange for **Medically Necessary** repatriation or assistance in getting you to your **Country of Domicile**.

**Inherent Risks** will provide 24/7 access to, and services of, their in-house medical and crisis response professionals, and coordinate access to their retained network of **Medical Facilities & retained Response Consultants** based in, and bordering Ukraine.

**Inherent Risks** will provide **Pre-Travel Safety Briefings** and **Itinerary Tracking**.

**Inherent Risks** will pay any **Emergency Medical Expenses** or **Emergency Dental Expenses** up to the limits specified in the schedule of **Membership Benefits & Limits** and arrange for **Medical Evacuation / Repatriation** Expenses resulting from a **Member** suffering a **Serious Medical Condition** during a **Trip**.

In the event of a **Member's** death whilst in Ukraine, **Inherent Risks** will arrange and pay for the repatriation of **Your** remains to **Your Country of Domicile**.

If the Crisis Response Upgrade is selected, **Inherent Risks** will also respond on your behalf under the Crisis Response Membership, in the event of a **Qualifying Crisis Event**.

## **MEMBERSHIP OPTIONS:**

**Inherent Risks - Medical Response Membership** is available as a standalone product, or can be upgraded to also include **Crisis Response** for an additional fee per **Member**, per day.

- Membership is only available to Members whilst travelling in, or located in, Ukraine.
- Membership is available in the Green, Orange and Red Zone(s).
- Membership is NOT available in the Exclusions Zone(s).

To confirm which Zone You will be travelling in, check the Inherent Risks - Risk Map online at:  
**<https://UkraineRiskMap.com>**

**Membership** is available to most nationalities\*. This includes **In-Country Nationals** (ICNs) of Ukraine.

*\* Membership is not available to citizens of Iran, North Korea, Cuba, Russia & Belarus, who also reside within either Iran, North Korea, Cuba, Russia & Belarus.*

All **Members** are subject to a **Sanctions Check**.

## MEMBERSHIP BENEFITS & LIMITS:

MEMBERSHIP BENEFITS	MEMBERSHIP LIMITS	MEDICAL EVACUATION MEMBERSHIP	CRISIS RESPONSE MEMBERSHIP
<b>PRE-TRIP TRAVEL ADVISORY &amp; SAFETY BRIEF</b> A brief on region specific requirements, from visa, document and vaccination requirements to security, health, laws and culture.	Included	✓	
<b>24/7 EMERGENCY MEDICAL SUPPORT LINE</b> 24/7 access to a Medical Professional via telephone or email to request Medical Advice and/or Emergency Assistance.	Unlimited	✓	
<b>RISK REGISTER ITINERARY TRACKING</b> 24/7 Itinerary Tracking and Check-In enabling Inherent Risks to monitor trip itineraries and send real-time Incident Alerts.	Unlimited	✓	
<b>24/7 EMERGENCY MEDICAL EVACUATION</b> If <b>You</b> suffer a <b>Serious Medical Condition</b> and it is necessary for <b>You</b> to be evacuated from <b>Point of Incident</b> or nearest agreed (and safest) <b>Rendezvous</b> , to a <b>Medical Facility</b> , within Ukraine or bordering	\$50,000	✓	
<b>EMERGENCY MEDICAL EXPENSES</b> If <b>You</b> suffer a <b>Serious Medical Condition</b> and it becomes necessary for <b>You</b> to receive treatment as an Inpatient or Outpatient.	\$175,000	✓	
<b>EMERGENCY MEDICAL REPATRIATION</b> If deemed necessary by a <b>Medical Professional</b> following <b>You</b> suffering a <b>Serious Medical Condition</b> and <b>You</b> are deemed <b>Fit to Fly</b> , <b>You</b> will be repatriated home to <b>Your Country of Domicile</b> .		✓	
<b>REPATRIATION OF MORTAL REMAINS</b> If <b>You</b> die whilst in Ukraine, <b>Inherent Risks</b> will arrange and pay for the repatriation of <b>Your</b> remains to <b>Your Country of Domicile</b>	\$25,000	✓	
<b>24/7 INCIDENT RESPONSE HELP DESK</b> 24/7 access to Risk Advisory Professionals via telephone or email to request Security/Safety Advice, and/or Emergency Assistance.	Unlimited		✓
<b>INCIDENT ALERTS</b> As a <b>Member</b> , <b>You</b> have agreed to opt-in to receiving location specific alerts about emerging threats or live incidents that could impact <b>You</b> .	Unlimited		✓
<b>LEGAL ADVICE &amp; REFERRAL</b> If <b>You</b> are involved in an incident, <b>You</b> can request legal advice and/or referral to a Legal Professional.	First Hour Free		✓
<b>SECURITY EVACUATION*</b> If deemed necessary by a <b>Response Consultant</b> , <b>You</b> will be evacuated from <b>Point of Incident</b> or nearest (and safest) <b>Rendezvous</b> , to a <b>Safe Haven</b> , or out of Ukraine.	\$25,000		✓
<b>KIDNAP/EXTORTION/THREAT CONSULTANCY FEES**</b> In the event that <b>You</b> receive a Credible Threat of Violence against <b>You</b> , or in the event <b>You</b> are subjected to Attempted Extortion, or in the event <b>You</b> are Kidnapped, <b>You</b> will receive up to \$50,000 of Response services.	\$25,000		✓
<b>GREEN ZONE MEMBERSHIP FEE TOTAL</b>	-	\$39.00 Per Day	Add-on \$9.00 Per Day
<b>ORANGE ZONE MEMBERSHIP FEE TOTAL</b>	-	\$50.70 Per Day	Add-on \$11.70 Per Day
<b>RED ZONE MEMBERSHIP FEE TOTAL</b>	-	\$55.77 Per Day	Add-on \$12.87 Per Day

\* for Qualifying Crisis Event

\*\*This does not cover any Ransom and/or any Extortion Payment.

## **DEFINITIONS:**

In addition to those terms defined elsewhere in these Terms & Conditions, the following terms, when capitalised, shall be ascribed meaning as follows:

### **Accident**

A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Membership.

### **Accidental Bodily Injury**

An identifiable physical injury which:

- A. Is caused by an Accident, and
- B. Solely and independently of any other cause, except Illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the member within twelve months from the date of the Accident.

### **Certificate of Membership**

The certificate each Member receives via email to confirm the Level of Membership and the Period of Membership which has been purchased.

### **Communicable Disease**

Illness, virus, bacteria, fungus or protozoa that spread from one person to another or from an animal to a person or from a surface or food.

### **Country of Domicile**

The country where the Member is habitually resident.

### **Credible Threat (as a result of a Qualifying Crisis Event)**

A threat expressed or implied, made with the intent and the apparent ability to carry out the threat so as to cause the Member who is the target of the threat to fear for their safety to cause reasonable mental anxiety, anguish or fear.

### **Designated Representative**

An individual identified to Inherent Risks by the Member as their authorised decision maker for all matters related to this Agreement should the Member be unable to communicate for any reason. In the event that a Member is unable to make a decision, Inherent Risks will attempt to contact the Member(s) Designated Representative for the purposes of making decisions on behalf of the Member in regards to any services set forth in these Terms & Conditions, the Designated Representative is the person(s) identified to Inherent Risks by the Member during enrolment or after as the primary person who will be making decisions on behalf of the Member in the event the Member becomes incapacitated.

### **EHIC**

A European Health Insurance Card (EHIC) entitles qualifying citizens and residents to receive healthcare for free, or at a reduced cost in the EU, the EEA, Switzerland and the United Kingdom. The EHIC has been superseded by the Global Health Insurance Card (GHIC).

### **Emergency Assistance**

A 24/7 service provided by Inherent Risks to coordinate requests for help from Members.

**Emergency Medical Evacuation**

The cost of transporting the Member by air and/or surface transportation by Inherent Risks from the place where the Member is located to a Medical Facility within the limit specified in the Schedule of Membership Benefits & Limits.

**Emergency Medical Repatriation**

With the prior approval of Inherent Risks and the Member's treating Medical Professional the return of the Member to their Country of Domicile by normal Scheduled airlines or by an air ambulance or suitable means of transport. Inherent Risks will work with Medical Professionals to determine "Fit to Fly" status and ability/ capability to travel, including most appropriate mode of transport.

**Exclusion Zone(s)**

Any Russian (Forces) Occupied Territory - Areas for which Membership is not provided in areas as defined on the Risk Map: <https://UkraineRiskMap.com>

**Fit to Fly**

An official document provided by a Medical Facility and signed by a Medical Professional to determine that the Member is in fact fit enough to fly without causing further harm.

**Global Health Insurance Card (GHIC) - UK**

The UK - GHIC replaces the existing European Health Insurance Card (EHIC) for UK citizens/ residents.

**Green Zone**

Areas for which Membership is provided in areas as defined as Green on the Risk Map: <https://UkraineRiskMap.com>

**Hospitalised or Hospitalisation**

Admission to a Medical Facility on a continuous, in-patient basis necessitated by a Serious Medical Condition.

**Illness**

An Illness, sickness or disease that manifests itself during the Period of Membership

**In-Country Nationals (ICN)**

A member who is a Ukrainian citizen and whose Country of Domicile is Ukraine.

**Inherent Risks**

Membership provider.

**Inpatient**

Admission to a Medical Facility for a period of more than 10 continuous hours or overnight.

**Itinerary Tracking**

Monitoring of trip itineraries enabling Inherent Risks to plot geographical regions of Members.

**Kidnap/Kidnapping**

Unlawfully seizing and carrying away a person by force or fraud, or seizing or detaining a person against their will, with an intent to profit or gain from this action.

**Legal Referral**

A lawyer referral service maintaining a network of lawyers and connecting Members in need of lawyers with its participating attorneys.

**Medical Expenses**

Reasonable and Medically Necessary costs of medical, surgical, specialists' fees, hospital, nursing home, nursing attendance charges, X-rays, surgical and medical requisites given or prescribed by a qualified Medical Professional, including the cost of medical supplies and ambulance hire as a result of a Serious Medical Condition.

**Medical Facility**

The most appropriate and nearest Medical Facility as determined and authorised by Inherent Risks in the best interests of the Member

**Medical Professional**

A registered, qualified, practicing member of the medical profession appointed by Inherent Risks or treating the Member who is not the Member or a member of their family.

**Medically Necessary**

Services or supplies provided by a Hospital or Medical Professional that are required to identify or treat a Serious Medical Condition and which, as determined by Inherent Risks:

- A. Provides for the diagnosis, prevention, or treatment for a covered Serious Medical Condition,
- B. Is appropriate for the diagnosis, prevention, or treatment of a covered Serious Medical Condition,
- C. Is within the standards of good and generally accepted medical practice, as reflected by scientific and peer medical literature, and recognised within the organised medical community,
- D. Is not primarily for the convenience of the Member, Your family, Your Medical Professional, Your Hospital, or Your treatment providers and is not conducted solely for research purposes.
- E. Is care or treatment which could not have been omitted without adversely affecting the patient's condition or quality of medical care rendered, and
- F. Is the most appropriate level of service or supply which can be provided safely and effectively.

The fact that any Medical Professional may prescribe, order, recommend, or approve a service does not, of itself, make such treatment Medically Necessary.

**Member(s)**

The individual(s) named on the enrolment application that has been approved for Membership by Inherent Risks and for whom the applicable Membership fees has been paid.

**Orange Zone**

Areas for which Membership is provided in areas as defined as Orange on the Risk Map and which an upgrade Membership has been paid in advance for Travel and for certain days advised to Inherent Risks.

**Orange Zone Upgrade**

Membership for travel on certain day(s) as advised in advance to Inherent Risks and for which a corresponding Membership Fee has been paid.

**Outpatient**

A Member who attends a medical facility for treatment, for a period of less than 10 hours, and not overnight.

**Period of Membership**

The dates listed on the Member's Certificate of Membership for which Membership starts and ends.

**Point of Incident**

The geographical location where an Accident or Triggered Event occurred.

**Pre-existing Medical Condition(s)**

An illness', medical condition(s) or disability that was diagnosed or treated prior to the Period of Membership, or for which symptoms existed which would cause an ordinary prudent person to seek such diagnosis or treatment prior to the Period of Membership.

**Qualifying Crisis Event**

Is an occurrence where a Member that has purchased a Crisis Response Membership upgrade is i) located in Ukraine and that is not travelling in the Red Zone and (ii) Security events have deteriorated materially and substantially since the Member(s) initial entrance to Ukraine and (iii) created a situation in which the Member is in danger of imminent grievous bodily harm and (iv) is a qualifying event determined by Inherent Risks to the extent that the Member must be evacuated; AND (v) the Member cannot obtain alternate transport to the nearest safe location within time to avert imminent grievous bodily harm or to comply with the time allowed to leave such area or zone to mitigate the peril by doing so and (vi) meets the following event criteria of (a) Kidnap, (b) Extortion, (c) Malicious Detention, (d) Express Kidnapping (e) Threat or Unlawful Seizure of their means of transportation (f) Hijack.

**Qualifying Security Event**

- A. Kidnap or Kidnapped as the illegal actual taking and holding captive of a Member who then demand ransom as a condition of the release of such captive to be paid specifically from a Member(s) assets.
- B. Extortion as the making of illegal threats either directly or indirectly to kill, injure or abduct a Member; or cause physical damage to or loss of property by persons who then demand a ransom as a condition of not carrying out such threats.
- C. Malicious Detention as the holding under duress of a Member for whatever reason, irrespective of whether such holding under duress is by legal governmental authorities in the place of custody or by others. If held by legal government authorities, the detention must be the result of malicious and false accusations against of a criminal offence, made solely and directly to achieve a political, propaganda, or coercive effect.

- D. Express kidnapping as the illegal abduction against their will of a Member for a period of less than forty-eight (48) hours by persons who demand the abducted Member pay a ransom in order to be released.
- E. Threat as the direct or indirect communication to a Member by someone of their intent to kill, injure, harm or abduct You, or to cause physical damage to or loss of a Member(s) property or the unlawful taking of transportation property from a Member as in a face-to-face encounter using force, intimidation, or violence without abducting the Member and that leaves them stranded and in immediate peril.
- F. Hijack as the illegal holding under duress of a Member, for a period of in excess of five (5) hours, whilst travelling by any form of transport or when forcibly removed from that form of transport.

### **Red Zone**

Areas for which Membership is provided in areas as defined as Red on the Risk Map and which an upgrade Membership has been paid in advance for Travel and for certain days advised to Inherent Risks.

### **Red Zone Upgrade**

Membership for travel on certain day(s) as advised in advance to Inherent Risks and for which a corresponding Membership Fee has been paid.

### **Rendezvous**

A meeting at an agreed (with Inherent Risks) time and safe place.

### **Response Consultant/Consultancy**

A security response and/or crisis management expert, employed by or contracted to Inherent Risks, on standby to provide risk advisory services via telephone, and/or in a deployed capacity to assist a Member.

### **Risk Map**

An online map which identifies Red, Orange, Green and Exclusion Zones, each of which represent a different level of risk. The Risk Map can be found online: <https://UkraineRiskMap.com>

### **Risk Rating**

Another term given for the Zones on the Risk Map, which for ease of use are known as Red, Orange, Green and Exclusion Zones; each of which are rated in severity of risk.

### **Risk Register**

A proprietary platform developed by Inherent Risks to accurately document active Member details and locations.

### **Safe Haven**

A temporary refuge identified by Inherent Risks as a safe location for a Member to wait until help arrives, or until the risk has reduced enough for the Member to safely leave.

### **Sanctions Check**

A specialised screening that involve several Government sanction databases which identify and list individuals who are prohibited from certain activities or industries. These types of checks enables Inherent Risks to Know Your Customer (KYC) in the fight to prevent money laundering, terrorist financing and financial crime.



**Security Evacuation**

The extraction of a Member to a Medical Facility or Safe Haven within Ukraine, or outside of Ukraine, due to an event which results in the Member being placed in imminent physical danger.

**Serious Medical Condition**

Accidental Bodily Injury or Illness that in the opinion of the Inherent Risks and their Medical Professionals is determined as requiring immediate emergency medical treatment to avoid death or serious impairment to the Member(s)' health.

**Services**

The medical, crisis and ancillary services provided by Inherent Risks as part of this Membership.

**Third Country Nationals (TCN)**

A Member who is employed by an organisation and whose Country of Domicile is neither the country where the organisation has its main base, nor the country where the Member is working.

**Trip**

The journey within the borders of Ukraine during the Period of Membership.

**You/Your/You're/Yourself**

Member.

## GENERAL EXCLUSIONS:

There is no cover under Membership:

✗	If <b>You</b> are travelling in the <b>Exclusion Zone(s)</b> .
✗	If <b>You</b> are travelling against the advice of <b>Inherent Risks</b> .
✗	If <b>You</b> are travelling against the advice of a <b>Medical Professional</b> .
✗	If <b>You</b> are 70-years or older.
✗	For travel to or whilst <b>You</b> are located in any other country but Ukraine.
✗	If <b>You</b> enter Ukraine via any other Country other than Hungary, Moldova, Poland, Romania, Slovakia
✗	For a Private Treatment/Recovery Room unless approved by <b>Inherent Risks</b> , or unless deemed <b>Medically Necessary</b> by a <b>Medical Professional</b> .
✗	If <b>You</b> are diagnosed with an <b>Infectious/ Communicable Disease</b> .
✗	If <b>Your</b> emergency is in any way related to a <b>Pre-existing Medical Condition</b> .
✗	For any costs not pre-approved by <b>Inherent Risks</b> .
✗	For any expenses incurred more than 12 (twelve) months after the date on which the <b>Serious Medical Condition</b> or <b>Crisis Event</b> occurred.
✗	For medication and/or treatment which at the time of departure is known to be required or to be continued outside <b>Your Country of Domicile</b> , unless lost or stolen or delayed in transit.
✗	If the <b>Member</b> does not take prescribed medication correctly.
✗	For suicide, attempted suicide or intentional self-injury.
✗	For any loss or expense which is in any way related to or arising from <b>You</b> being intoxicated by alcohol or drugs.
✗	For any loss that is not directly associated with the <b>Serious Medical Condition</b> or <b>Crisis Event</b> that caused the emergency. For example, loss of earnings due to being unable to return to work following a <b>Serious Medical Condition</b> happening while on a trip.
✗	For any claim against <b>You</b> for personal liability.
✗	For any loss or expense arising out of <b>Your</b> active participation in terrorism.
✗	For any loss or expense caused or contributed to by the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.
✗	For any loss or expense resulting from <b>Your</b> exposure to nuclear reaction, radioactive contamination or chemical contamination.

✘	For elective medical treatment or treatments which are not <b>Medically Necessary</b> .
✘	For cosmetic or plastic surgery.
✘	If the <b>Member</b> is travelling against the advice of a <b>Medical Professional</b> while waiting for treatment or is travelling for purposes of obtaining medical or dental treatment.
✘	For any loss or expense arising out of or consequent upon sexually transmitted diseases or viruses, including but not limited to, Human Immunodeficiency Virus (HIV) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivative or variations thereof however caused.
✘	If the <b>Member</b> is in the third trimester of pregnancy (after the 186 <sup>th</sup> (one hundred and eighty sixth) day.
✘	For any <b>Serious Medical Condition</b> where the primary diagnosis is psychiatric in nature, including mental or nervous disorders, anxiety, depression or Post Traumatic Stress Disorder (PTSD).
✘	For any loss or expense which resulted from <b>You</b> serving as an armed or unarmed combatant, or in an armed security role during a war (whether declared or not), invasion, armed conflict, police action or civil disorder.
✘	For any loss or expense resulting from <b>You</b> committing a criminal act.
✘	For any <b>Serious Medical Condition or Crisis Event</b> not occurring or originating in Ukraine.
✘	For any costs incurred in <b>Your Country of Domicile</b> .
✘	Inherent Risks shall not be deemed to provide <b>Membership</b> or shall not be liable to pay any expense under this <b>Membership</b> or provide any benefit hereunder to the extent that the provision of such <b>Membership</b> , payment of such expense or provision of such benefit would expose <b>Inherent Risks</b> to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## **MEMBERSHIP TERMS & CONDITIONS:**

### **RECIPROCAL HEALTH AGREEMENTS:**

In the event **You** are transported outside of Ukraine for medical treatment **You** may be entitled to medical treatment free of charge, or at a reduced cost, due to a reciprocal healthcare agreement (e.g. **Global Health Insurance Card (GHIC)** for European Union (EU) citizens/residents). **You** must take all reasonable steps to avoid or reduce any loss that may mean **You** have to request **Emergency Assistance** under this **Membership**. (e.g., if **You** receive medical treatment in an EU country, **You** should produce Your **GHIC**).

For **In-Country Nationals**, cover under this **Membership** Agreement is secondary to any National Health Service or state-funded system of healthcare in Ukraine, unless **Inherent Risks** deem that such facilities are inadequate for the satisfactory treatment of the **Member's** Serious Medical Condition..

### **MEDICAL EXPENSES:**

In the event of an Emergency, **You** must first contact the **Emergency Assistance** provider whose details are listed on Page 2 (two) of the **Certificate of Membership** to obtain authorisation from **Inherent Risks**. All approved medical expenses will be paid directly to the **Medical Facility**. No reimbursement of Medical Expenses will be paid directly to the **Member**.

### **MEDICAL HISTORY:**

**You** must provide all the documents **Inherent Risks** may reasonably require that **Inherent Risks** need to coordinate any request for Emergency Assistance, up to and including **Your** full medical history.

### **PROOF OF TRAVEL:**

To validate your **Membership** in the event that **Emergency Assistance** is required, **You** must provide all necessary documents to prove dates of travel, including but not limited to, Customs & Immigration stamps in **Your** passport and valid Visa documentation.

### **NON-TRANSFER:**

This **Membership** may not be assigned or transferred to any other person.

### **GOVERNMENT RESTRICTIONS:**

**Members** must follow any Government Restrictions or Public Health warnings applicable to their intended destination(s).

### **EMERGENCY ASSISTANCE:**

**You** should receive prior approval of **Inherent Risks** for all **Inpatient Hospitalisations**, evacuations and repatriations. If it is not reasonably possible to obtain prior approval, **Inherent Risks** must be contacted as soon as it is practical to do so.

### **LIMITATIONS:**

**Inherent Risks** shall not be under any obligation to provide **Emergency Assistance** for more than two requests within **Your** valid **Period of Membership**. There will be a maximum of two requests per **Member(s)** in each **Period of Membership**.

Members shall be required to reimburse **Inherent Risks** for any services requested by the **Member** or their **Designated Representative** and provided by **Inherent Risks** which are found not to qualify under these **Terms and Conditions**.

**Inherent Risks** shall not be obligated under any circumstances to reimburse a **Member** or pay any third party service provider for any costs which have been arranged by the **Member** or their **Designated Representative**, without prior authorisation from **Inherent Risks**.

#### **DUAL COVER:**

If at the time at which any **Serious Medical Condition or Crisis Event** occurs which results in a request for **Emergency Assistance** under this **Membership**, there is another **Membership**, insurance or service covering the same services, **Inherent Risks** will not pay more than their proportional share.

*Medical expenses will only be paid after any private medical insurance, social security, reciprocal health agreement (such as the **Global Health Insurance Card (GHIC)**), Ukraine State Health, Defense Base Act (DBA), or any other body that is bound to provide assistance or pay such costs has fulfilled their duties.*

#### **CANCELLATIONS & REFUNDS:**

**You** have 14 (fourteen) days from the purchase date to cancel **Your Membership** unless travel happens within the 14 (fourteen) days. A full refund will be given providing **You** have not requested **Emergency Assistance** and **Your Trip** has not started.

**You** can also cancel **Your Membership** at any other time, but **Inherent Risks** will not refund any part of **Your Membership** fee.

**Inherent Risks** reserve the right to cancel for reasons that include, but are not limited to, non-payment of due **Membership** fees, delays in the provision of documentation requested, a change of **Risk Rating** on the **Risk Map** under the **Membership** which **Inherent Risks** are unable to provide **Membership**, to any person being on a sanctions list, or any form of misrepresentation or non disclosure.

**You** will be notified by email. **Inherent Risks** reserve the right to retain any **Membership Fee** paid by **You**.

#### **LIMITATION OF LIABILITY:**

In no event shall **Inherent Risks**, provider, company contractors or their respective officers, employees, directors, managers, shareholders, agents, legal counsel, accountants or guarantors be liable for any direct, indirect, punitive, incidental, special, consequential loss or damages whatsoever as a result of any action or omission by **Inherent Risks**, provider or any company contractor, including, without limitation, any products and services described. **Member** acknowledges that receiving the services described in these **Terms & Conditions** may be extremely risky, and agrees to hold **Inherent Risks** harmless for any loss or damages. **Inherent Risks'** maximum liability for any type of damages or loss shall be limited to the membership fee paid to **Inherent Risks** for this **Membership**. Notwithstanding the foregoing, it is understood and agreed that **Inherent Risks** shall have no liability of any kind arising from or related to, directly or

indirectly, any act or omission of provider or any consultation, including any personal information collected in connection with such consultation.

#### **INDEMNITY:**

**Member** agrees to indemnify, save and hold harmless **Inherent Risks**, its affiliates and their respective officers, employees, directors, managers, shareholders, agents, legal counsel, accountants and guarantors from and against any and all fines, demands, costs, losses, liabilities, damages, lawsuits, actions, deficiencies, claims, taxes and expenses (whether or not arising out of third-party claims) including, without limitation, interest, penalties, reasonable attorneys' fees and all amounts paid in investigation, defence or settlement of any of the foregoing incurred in connection with or arising out of or resulting from **Member(s)** actions or the actions of any of such **Member(s) Designated Representative(s)**, agents or independent contractors. **Inherent Risks** shall be subrogated to all of **Member(s)** rights of recovery against any party for loss, to the extent of any payment and/or costs made or incurred by **Inherent Risks** for services and regardless of whether **Member** is made whole. **Member** hereby acknowledges the foregoing subrogation rights and agrees to execute such further and other documents as **Inherent Risks** may reasonably request in order to evidence such subrogation rights, whether before or after services are performed. Without limiting the generality of the foregoing **Inherent Risks** shall be entitled to enforce all rights **Member** has or otherwise would have had against such party, and/or to recover directly from **Member** from any amounts received and/or due from such party. It is further agreed that all costs and expenses incurred by **Inherent Risks** in performing the services shall conclusively be deemed to be reasonable.

#### **AUTHORISATION TO OBTAIN AND USE PERSONAL INFORMATION:**

As may be required by applicable law, **Member** hereby authorises (i) the release to or from **Inherent Risks**, any **Company Contractor** and/or **Designated Representative** of any and all confidential **Member** information, including but not limited to, financial information and protected health information (as may be defined by applicable law, such as medical records, histories, examinations and tests, medical images, photographs, x-rays, output data from medical devices and sound and video files) ("Personal Information"), and (ii) **Inherent Risks** and **Inherent Risks** contractors to use any and all such personal information in connection with providing services hereunder, in its sole discretion. The **Member** agrees to provide and to otherwise assist **Inherent Risks** in obtaining personal information when requested by **Inherent Risks** and acknowledges and agrees that **Inherent Risks** shall not be obligated to provide services if **Inherent Risks** is not able to receive or release any necessary personal information required.

#### **INFORMED CONSENT FOR TRANSPORT AND TREATMENT:**

**Member** hereby gives informed consent for any transportation and medical care of **Member** by **Inherent Risks** and/or **Inherent Risks** contractors contemplated by these **Terms & Conditions**, including consultations. **Member** has been informed and understands the benefits and risks associated with transport, medical care and telemedicine consultation (including potential technology risks, such as interruptions, unauthorised access and/or technical difficulties) that may be requested and/or provided under these **Terms & Conditions** and hereby consents thereto. **Member** understands and agrees that medical care, including emergency care, may be initiated during transport by **Inherent Risks** and/or **Inherent Risks** contractors should such care become necessary in the professional judgment of **Inherent Risks** and/or **Inherent Risks** contractors. **Member** agrees to read and execute all forms, waivers, releases and other necessary documents

prior to receiving services under these **Terms & Conditions**, including but not limited to consultations. **Inherent Risks** shall not be obligated to provide services of any kind if all requested documents are not read and executed by **Member**.

**ENFORCEABILITY:**

If any portion or provision of these **Terms & Conditions** shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of these **Terms & Conditions**, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of these **Terms & Conditions** shall be valid and enforceable to the fullest extent permitted by law.

**LAW AND JURISDICTION:**

This Membership shall be governed by the Laws of England and Wales. The courts of England and Wales shall have sole jurisdiction in any dispute and/or legal matter arising herewith.

## **DATA PROTECTION & PRIVACY:**

**Inherent Risks** are committed to protect **Your** personal information and are committed to the principles of data security in the configuration of services. With respect to General Data Protection Regulation (GDPR), as a data controller, **Inherent Risks** collect and process information about **You** including **Your** email address, name and phone number, risk details and other information which enables **Inherent Risks** to issue and modify **Membership** and handle **Emergency Assistance**, detect, investigate and prevent activities which may be illegal or could result in **Your Membership** being cancelled or treated as if it never existed and protect our legitimate interests. **Inherent Risks** may share that data from time to time with insurers or contractors, investigators, crime prevention organisations who may be outside of the European Union or the UK. **Inherent Risks** will never share **Your** data with external marketing services. **Inherent Risks'** Privacy Policy outlines how data is processed, the data that is collected and the processes to undertake should **You** either wish to request a copy of **Your** data or remove consent for **Inherent Risks** to retain **Your** data.

## **COMPLAINTS/DISPUTES:**

**You** can contact the **Inherent Risks**, complaints team at any time. Include Your **Membership Number** for a formal review of **Your** complaint or dispute. **Inherent Risks** will respond within 5 (five) days.

Email: [complaints@inherentrisks.com](mailto:complaints@inherentrisks.com)