

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

Effective \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) AXA ASSISTANCE USA, INC. (“AXA ASSISTANCE USA”) at 122 South Michigan Avenue, Suite 1100, Chicago, Illinois agrees to provide and/or administer travel assistance services (“Travel Services”) according to the terms and conditions of this Agreement to \_\_\_\_\_ (“Company”) and Participants. “Participant” means employees of the Company who are insured for [Personal Accidental Death & Dismemberment or Optional Accidental Death & Dismemberment or Voluntary Accidental Death & Dismemberment and/or Business Travel Accident] under policy number \_\_\_\_\_ issued to the Company by Metropolitan Life Insurance Company (“MetLife”) and such employees’ dependents, if any, covered thereunder.

Travel Services include:

- 24-Hour Toll-Free Access Worldwide
- Referrals to Primary Care Physicians & Hospitals
- Referrals to Medical Specialists
- Dental Referrals
- Vaccination Recommendations/Insect Precautions
- Hospital Admission Guarantee
- Medical Monitoring
- Medical Transportation Services:
- Emergency Medical Evacuation
- Emergency Medical Repatriation
- Return of Mortal Remains
- Transport of a Family Member
- Escort of Dependent Children
- Emergency Prescription Transfer
- Shipment of Medication
- Urgent Message Relay
- Emergency Cash/Bail Assistance
- Legal Referrals
- Telephone Interpretation
- Lost Document and Luggage Assistance
- Claims Processing Assistance
- General Travel Assistance/Information Services
- City Profiles
- Vehicle Repatriation Services
- Political Evacuation Arrangement Services
- Pet Concierge Services
- Identity Theft Services\*

Travel Services will be provided to Participants traveling 100 miles or more from their permanent residence or in another country which is not their country of residence.\* Travel Services are limited to travel of 120 days or less. AXA ASSISTANCE USA must provide all Travel Services. No claims for reimbursement will be accepted. Any expenses associated with these Travel Services are the responsibility of the Participant or the Company except as provided below. Travel Services arranged and provided by AXA ASSISTANCE USA are subject to a limit of \$200,000 per person per event.

\*Identity Theft Services are not contingent upon travel and are available to Participants regardless of the Participant’s location.

## TERMS AND CONDITIONS

AXA ASSISTANCE USA hereby acknowledges its responsibility to provide or contract for the Travel Services subject to the following conditions:

The AXA Travel Assistance Program is available for participants in traveling status. Whenever a trip exceeds 120 days, the participant is no longer considered to be in traveling status and is therefore no longer eligible for our services. Also, AXA Assistance USA will not evacuate or repatriate participants without medical authorization; with mild lesions, simple injuries such as sprains, simple fractures, or mild sickness which can be treated by local doctors and do not prevent the member from continuing his/her trip or returning home; or with infections under treatment and not yet healed. AXA Assistance will exclude services detailed when travel is undertaken for the specific purpose of securing medical treatment such as diagnostic tests which are part of a routine physical exam; any complications due to normal childbirth, normal pregnancy through the first 6 months of pregnancy or voluntary induced abortion; chiropractic. Homeopathic or non-certified Western medicine; any dental or orthodontic treatment which is not from accidental injury; if injuries are resulting from intoxication or an attempt at suicide; suicide; participating in acts of war or civil upheavals; riots or physical fights initiated by the participant; commission of an unlawful act; use of drugs unless prescribed by a physician; treatment for drug or alcohol addiction, or treatment for nervous or mental disorders; participation in a professional sport or activity of any sport that could be life threatening or work-related illness or its consequences. Non medical services such as hotel, restaurant, taxi expenses or reimbursement for baggage loss while traveling are not covered. The maximum benefit per person for costs associated with evacuations, repatriations or the return of mortal remains is US\$200,000 for each service.

Treatment must be authorized and arranged by AXA's designated personnel to be eligible for benefits under this program. All services must be provided and arranged by AXA Assistance USA, Inc. No claims for reimbursement will be accepted.

Certain Travel Services are provided in whole or in part by an insurance policy. When so provided, the Company authorizes AXA Assistance U.S.A to secure such insurance with respect to the Company's Participants. In connection with those insured Travel Services AXA ASSISTANCE USA shall be subrogated to the rights and causes of action of the person for whom Travel Services are rendered against said insurance policy or other insurance plans. However, in the exercise of these rights, AXA ASSISTANCE USA agrees that it will not seek to enforce any such right of recovery against the Company, any employee benefit plans covering employees of the Company, MetLife, customers of MetLife and any employee benefit plans administered or insured by MetLife.

All transportation benefits provided hereunder must be by the most direct and economical route possible.

For the purposes of this Agreement, the following definitions shall apply: "Injury" means identifiable injury caused by an Accident. "Accident" means a sudden, unexpected, unusual, specific event, which occurs at an identifiable time and place. "Sickness" means a sickness of the Participant, which manifests itself during the period when Travel Services are available under this Agreement

AXA ASSISTANCE USA reserves the right to suspend, curtail or limit its services in any area in the event of rebellion, riot, military uprising, war, labor disturbances and strikes, nuclear accidents, acts of God, or refusal of the authorities in the country of assistance to permit AXA ASSISTANCE USA to fully provide services. AXA ASSISTANCE USA will, however, endeavor to provide services to the best of its ability during any such occurrence. It is the responsibility of the Participant to inquire whether a country is "open" for assistance.

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

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

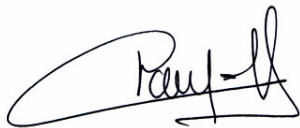
A waiver of liability may be required if evacuation is not deemed by AXA ASSISTANCE USA's Medical Director to be in the best interest of the patient. A copy of the waiver is available for review.

Company hereby acknowledges its responsibility to appoint at least one person, and to provide such person's name and business telephone numbers to AXA ASSISTANCE USA, who shall be available to verify a Participant's participation under this Agreement. There may be circumstances under which AXA ASSISTANCE USA reasonably believes that a sick or injured person is a Participant under this Agreement but cannot verify participation through the Designee, and in the opinion of that person's then attending physician and the AXA ASSISTANCE USA's Medical Director an evacuation or repatriation is medically imperative. In such event, the Company acknowledges its responsibility to verify participation at the earliest possible convenience but in no event shall the verification be later than 72 hours from AXA ASSISTANCE USA's initial inquiry. Should AXA ASSISTANCE USA not be able to verify coverage within this time period and an evacuation is called for, AXA ASSISTANCE USA shall not be held responsible for the cost of the evacuation should the person turn out to not be a Participant under the Agreement.

Company agrees to pay AXA ASSISTANCE USA \$0.12 per Participant per month for the Travel Services. AXA ASSISTANCE USA has contracted with MetLife to collect Company's payments for Travel Services as part of MetLife's collection of Company's payments for insurance under group insurance policy number \_\_\_\_\_. AXA ASSISTANCE USA represents that MetLife has agreed to remit Company's payments for Travel Services to AXA within 30 days following the end of the calendar month for which payment is due. AXA ASSISTANCE USA agrees that once Company has remitted its payment to MetLife, AXA ASSISTANCE USA may seek payment only from MetLife and not from the Company.

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

This Agreement shall become effective as of the Effective Date of this Agreement and shall remain in effect while the Company is covered by MetLife policy number \_\_\_\_\_.



**AXA Assistance USA, Inc.**

Name: Olivier Van Poperinghe

Title: Chief Executive Officer

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

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_