

## AEROMD EMERGENCY AIR EVACUATION SERVICE BENEFIT

### – For BoatyBall Captain Plan Membership - BB Members

This Service Benefit is only valid in conjunction with a paid BoatyBall Captain Plan Membership and valid for 1 year from the purchase date. Membership for 'Crew' or 'Guest' Members is valid from their individual purchase date until the end date of the Captain Plan which they are subscribed under.

The 'Captain' BB Member, who purchases a Captain Plan Membership and/or 'Crew' or 'Guest' BB Members, for whom a Membership has been purchased, agree to abide by these Terms.

#### **EMERGENCY EVACUATION**

AeroMD will arrange for the ordinary and necessary expense of fixed wing air and/or ground transportation associated with an air transport, medical care during transportation, communications, and all usual and customary ancillary charges incurred in transporting a BB Member who is hospitalized as an in-patient in Tortola, BVI or the USVI, to a hospital in Puerto Rico or Florida (Miami/Ft. Lauderdale) where appropriate emergency medical care is available. AeroMD reserves the right to determine whether the BB Member's medical condition warrants medical evacuation, the location to which the BB Member will be evacuated, and the means or method by which such evacuation or repatriation will be carried out. In making such arrangements, AeroMD may consider all relevant circumstances, including, but not limited to, the BB Member's medical condition, the degree of urgency, the BB Member's fitness to travel, airport availability, weather conditions, and travel distance. The BB Member must be under the care of a qualified clinician capable of initiating a transfer order. AeroMD can only dispatch a transport once all requirements are met including but not limited to; approval by our medical control that the BB Member is fit to fly, appropriate travel documentation for patient and passengers, confirmation of acceptance and bed assignment at the destination and there are no aviation or security limitations. Provided space is available and flight conditions allow, AeroMD will allow one companion selected by the BB Member to escort the BB Member in the air ambulance during evacuation.

#### **SERVICE OUTSIDE OF THE BVI AND USVI**

AeroMD can offer assistance to BB Members for air ambulance transports when hospitalized outside of the BVI or the USVI under the following conditions: BB Member must contact AeroMD directly for assistance; AeroMD will work with BB Members' Insurance provider to qualify coverage. In the event insurance coverage for air ambulance transport may not be covered, pre-authorization may be required. Pre-authorization does not constitute guarantee of payment and AeroMD, at its discretion, may require a retainer. If Insurance provider denies pre-authorization or the transport is deemed a non-covered benefit, AeroMD can provide a self-pay quotation to assist the BB Member.

#### **CONDITIONS**

1. The BB Member must be hospitalized as an in-patient, while contracted with Boaty Ball for services during a trip, and must be picked up from a hospital in Tortola, BVI or the USVI. Pick-up from any other location is not covered.
2. The 'Captain' BB Member is covered for one (1) year beginning on the date of the Captain Plan purchase. Cover for 'Crew' or 'Guest' BB Members is valid from their individual purchase date until the end date of the Captain Plan which they are subscribed under.
3. The BB Member understands and agrees that they are responsible for payment for any services provided or charges paid by AeroMD, except as provided by this Service Benefit. The Service Benefit is subject to certain Limitations/ Restrictions/ Exclusions as specified.
4. When an air ambulance evacuation is required, each BB Member agrees to sign an authorization permitting AeroMD and any medical staff to disclose or discuss such BB Member's medical information, including but not limited to medical records, diagnostic images, and test results with any physician, nurse, medical assistant, or other persons as may be necessary for AeroMD to provide services.
5. AeroMD will not seek any deductibles, co-pays or balance bill from BB Members for the Service Benefit.
6. As a condition of receiving this Service Benefit, the BB Member who either purchases a BB Membership, or for whom a Membership has been purchased (or the parent/guardian of a BB Member), hereby assigns to AeroMD all rights and benefits that they may have under any and all **sources** (which includes, but is not limited to, health insurance, worker's compensation, travel insurance, or auto insurance policies or plans, or other third-party payers or sources) which provides coverage or would otherwise pay for air ambulance services or transportation costs covered by the Emergency Evacuation Service Benefit. The BB Member authorizes payment of all benefit **sources** or payments for air ambulance services and/or related goods and services covered by this Service Benefit to AeroMD. AeroMD and its contracted billing specialists will work on BB Members' behalf with **sources** to secure payment for air ambulance flight and/or related goods and services. The BB Member understands and agrees that AeroMD will, whenever it deems it feasible, file claims with and collect the benefits payable from **sources** directly, up to the amount charged by AeroMD. When requested by AeroMD, the BB Member agrees to complete any forms and take any other reasonable action that may be necessary to allow AeroMD to collect such amounts. If the BB Member or anyone on his/her behalf receives payments from any **source/s** for air ambulance services and/or related goods and services provided by AeroMD, the BB Member will remit those payments to AeroMD.
7. AeroMD reserves the right to update this Service Benefit with notice in writing or by posting to the Boaty Ball Website or by e-mail. The most current version of the Service Benefit is available for review by visiting [AeroMDEmergencyAirEvacuationBenefit.pdf](http://AeroMDEmergencyAirEvacuationBenefit.pdf)

AeroMD is solely responsible for the interpretation and application of the rules and regulations communicated under the Service Benefit. All determinations by AeroMD shall be final and conclusive in each case.

#### **LIMITATIONS /RESTRICTIONS /EXCLUSIONS**

1. The Emergency Evacuation Service Benefit is not an insurance product.
2. The Service Benefit is limited to one (1) air medical transport for a 'Captain' BB Member during any one (1) year period beginning on the Captain Plan Membership Start Date. Cover for 'Crew' or 'Guest' BB Members is limited to one (1) air medical transport during the period from their individual purchase date until the end date of the Captain Plan they are subscribed under.
3. AeroMD must be contacted and arrange medical transport for this Service Benefit to take effect. AeroMD will not compensate or reimburse air ambulance or other emergency services furnished by providers other than AeroMD.
4. The requirement for an Emergency Evacuation will be determined by the BB Member's attending physician in conjunction with AeroMD's Medical Director, based on the BB Member's medical condition and not based on participation in the BoatyBall Program.
5. The Service Benefit includes only medically necessary fixed wing (airplane) air ambulance services provided by AeroMD as described in these Terms. AeroMD will require a "certificate of medical necessity" from the treating attending physician in determining if air transportation is appropriate and required. Any air ambulance service that is not deemed to be a medical necessity by the treating attending physician, shall not be covered. AeroMD retains the sole right and responsibility for determining if air transportation is appropriate and required. The primary determinant in accepting a flight is always the safety of the BB Member, medical, and aviation crews as determined by AeroMD in its sole discretion.
6. If necessary, AeroMD may utilize a mutual aid air ambulance provider to provide air ambulance services to BB Members. There may be occasions when AeroMD is unable to perform within a medically appropriate timeframe due to factors beyond AeroMD's control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient size or weather conditions.
7. The Service Benefit does not cover transportation related to cosmetic or elective surgeries, neo-natal transports, High Risk OB transports, or transports of convenience.
8. AeroMD is not liable for any failure or inability to provide service due to related issues beyond its control, including, but not limited to: riot, civil unrest, war, natural disaster, pandemic, highly infectious disease outbreak, labor dispute, fire, flood, weather, threats to aircraft or crew, hours of airport operations, BB Member denial at receiving facility for any reason, travel advisory issued by any governmental department of the USA or act of God. In the event of a National or Territorial Disaster, imposed by local Government, the Service Benefit becomes null and void during this time.
9. BB Member (and travelling companion if being transported) is responsible for having a valid Visa or Passport, or other required documentation for travel.
10. AeroMD cannot operate in foreign countries where conducting business is prohibited by US Federal law.

#### **LEGAL ACTION**

This Service Benefit shall be governed and interpreted in accordance with USVI law, and Boaty Ball and all BB Members agree to indemnify, save, and hold AeroMD, its affiliated companies, contractors, employees, agents, partners, owners, directors and their affiliated companies harmless from any claims, losses, damages, liabilities, including legal fees and costs, arising out of a BB Member's use or misuse, any violation of these Terms, or any breach of the representations, warranties, and covenants made by Boaty Ball and BB Members herein.

Boaty Ball and BB Members agree that with regard to any dispute arising between Boaty Ball, and/or BB Member and AeroMD out of or in connection with these Terms, the courts of the USVI shall have exclusive jurisdiction, and all BB Members hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action. BB Members agree that any cause of action arising out of or related to the Service Benefit must be noticed on AeroMD within one (1) year after the cause of action arises. All claims and disputes arising under or relating to this Service Benefit are to be settled by binding arbitration.

AeroMD does not discriminate Membership based on race, color, religion, sex, national origin, age, veteran status, disability, marital status, sexual orientation, gender identity, genetic information or any other characteristic protected by law.

#### **CONTACT AEROMD:**

AeroMD is available at your convenience 24/7/365. One of our Communications Specialists will be available to help you answer questions or to arrange your transport. We can be reached by any of the following:

Toll Free Phone: 1-844-AeroMD1 (1-844-237-6631)  
Local/International Phone: +1-340-715-7942

Email: [dispatch@aeromd.com](mailto:dispatch@aeromd.com)  
Web: [www.aeromd.com](http://www.aeromd.com)

