



Medical and legal referral

Terms and conditions



International SOS (ISOS)

MEDICAL & LEGAL ASSISTANCE SERVICES AGREEMENT 001232A

ARTICLE 1

DEFINITIONS

- 1.1 "Accident" shall mean any sudden or unexpected, external and violent event, which may befall the Cardholder/s, other than any intentionally self-inflicted injury/illness or any attempt at suicide.
- 1.2 "Cardholder" shall mean Consumer Cardholder and Commercial Cardholder collectively holding a payment card issued by a Member.
- 1.3 "Client" shall mean Visa International Service Association.
- 1.4 "CEMEA Region" refers to the countries listed in **Annexure I** of this Agreement.
- 1.5 "Colleague" shall mean any business associate, client, guest, friend or other person as the Cardholder wishes, up to a maximum of three people, travelling with the Cardholder on a Journey.
- 1.6 "Commercial Cardholder" shall mean any person carrying a valid Commercial Business or Corporate payment card issued by the Member; including any of his/her Colleagues who is travelling on a temporary Journey from his/her Principle Country of Residence with pre-assigned ticketing, and who has paid at least 50% of their tickets for travel using his/her said card.
- 1.7 "Compulsory Inclusion" shall mean the automatic provision of Services to the Cardholders where the Services are not offered on an optional basis. Cardholders do not have to apply for the Services, which are given to them at commencement date of the Agreement then in force, subject to the terms and conditions of this Agreement.
- 1.8 "Consumer Cardholder" shall mean any person carrying a valid Consumer Gold, Platinum or Infinite payment card issued by the Member; including any of his/her Family who is travelling on a temporary Journey from his/her Principle Country of Residence with pre-assigned ticketing, and who has paid at least 50% of their tickets for travel using his/her said card.
- 1.9 "Family" shall mean the Cardholder, spouse, unmarried children aged 18 or under, extended to 23 for children in full time education. Children shall include stepchildren and legally adopted children. Spouse shall include all legal wives and common law partners (including same sex partners) cohabiting at the same address for a continuous period of at least 1 year.
- 1.10 "Illness" shall mean any sudden and unexpected deterioration of health certified by a competent medical authority and agreed by a SOS Physician.
- 1.11 "Journey" shall mean the first 90 days of any trip outside the Cardholder's Principal Country of Residence falling within the period of the Agreement, where at least 50% of the tickets for travel have been paid by the Cardholder through the use of the Client's credit card. The Journey shall be deemed to have begun with the Cardholder's departure from home and shall have ended upon return to that home.
- 1.12 "Limit of Indemnity" refers to the maximum amount of third party expenses for which SOS shall be responsible in the provision of a Service to the Cardholder during any one event, subject to the terms and conditions as defined hereunder.
- 1.13 "Member" refers to a member bank of the Client within the CEMEA Region.
- 1.14 "Principal Country of Residence" shall mean that country in which the Cardholder/s has/have their permanent home and as shown on the Cardholder's passport. Immediate Family assumes the nationality of the Cardholder for the purposes of this Agreement. In the event of dual nationality, the Cardholder must elect only one nationality for the purposes of this Agreement and for the duration of this Agreement.

1.15 "Serious Medical Condition" refers to a condition which in the opinion of SOS Physician constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to the Cardholder's immediate or long-term health prospects. The seriousness of the medical condition will be judged within the context of the Cardholder's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

1.16 "SOS Physician" shall mean the physicians attached to the SOS alarm centres throughout the world.

ARTICLE 2

GEOGRAPHICAL SCOPE OF SERVICES

2.1 The Services provided by SOS under this Agreement are rendered on a world-wide basis. SOS shall use its best endeavours to provide the Services. However, SOS shall not be required to provide such Services to Cardholders located in areas which represent war risks, political or other conditions such as to make such Services impossible or reasonably impracticable.

ARTICLE 3

SCOPE OF SERVICES

3.1 SOS shall, subject to the terms and conditions as defined hereunder, provide the following Services as listed in **Annexure II** of this Agreement to a Cardholder calling SOS.

ARTICLE 4

ELIGIBILITY

4.1 The Cardholder is eligible for Services when he/she travels outside their Principle Country of Residence.

4.2 The Cardholder is eligible for the SOS programme as defined by the Client and in accordance with the terms and conditions of the SOS programme or any other eligibility criteria set by the Client in writing.

4.3 The SOS programme shall be provided to the Cardholders as defined in Article 1.2 on a Compulsory Inclusion basis.

ARTICLE 5

LIMITS OF INDEMNITY

5.1 The Limits of Indemnity for SOS Services for any one Cardholder during any one event are described in **Annexure III** of this Agreement.

ARTICLE 6

SUBROGATION AND SUBSIDIARITY

6.1 It is noted and agreed that the primary purpose of this Agreement is the provision of assistance services by SOS.

6.2 SOS may at any time and at their own expense and without prejudice to this Agreement take proceedings in the name of the Cardholder to obtain compensation or secure an indemnity from any third party in respect of any loss or injury giving rise to the provision of Services under this Agreement.

ARTICLE 7

GOVERNING LAW

7.1 This Agreement shall be governed and construed in accordance with the laws of England.

**ANNEXURE I
CEMEA REGION COUNTRIES**

CENA & Levant	Middle East	Russia & CIS	South Africa & other African countries
Albania	Bahrain	Armenia	Angola
Algeria	Kuwait	Azerbaijan	Botswana
Benin	Oman	Belarus	Ethiopia
Bosnia-Herzegovina	Qatar	Georgia	Ghana
Bulgaria	Saudi Arabia	Kazakhstan	Kenya
Burkina Faso	UAE	Kyrgyzstan	Malawi
Cameroon	Yemen	Moldova	Mauritius
Cape Verde		Russia	Mozambique
Cote D'Ivoire		Tajikistan	Nigeria
Croatia		Turkmenistan	Namibia
Egypt		Ukraine	Rwanda
Gabon		Uzbekistan	Seychelles
Iraq			South Africa
Jordan			Tanzania
Kosovo			Uganda
Lebanon			Zambia
Libya			Zimbabwe
Macedonia			
Morocco			
Palestine			
Romania			
Senegal			
Serbia & Montenegro			
Syria			
Togo			
Tunisia			

**ANNEXURE II
BENEFIT 1 – EMERGENCY MEDICAL AND LEGAL REFERRAL SERVICES**

I. Medical Services

(i) Telephone Medical Advice

If contacted, SOS will arrange for the provision of medical advice to the Cardholder over the telephone. It must be noted that a telephone conversation, even with the local attending physician, cannot establish diagnosis and must be treated as advice only.

(ii) Medical Service Provider Referral

SOS shall provide to the Cardholder, upon request, the name, address, telephone number and, if available, office hours of physicians, hospitals, clinics, dentists and dental clinics (collectively "Medical Service Providers"). SOS shall not be responsible for providing medical diagnosis or treatment. Although SOS shall make such referrals, it cannot guarantee the quality of the Medical Service Providers and the final selection of a Medical Service Provider shall be the decision of the Cardholder. SOS, however, will exercise care and diligence in selecting the Medical Service Providers.

(iii) Monitoring of Medical Condition During and After Hospitalisation

SOS will monitor the Cardholder's medical condition during and after hospitalisation, subject to any and all obligations in respect of confidentiality and relevant authorisation.

(iv) Delivery of Essential Medicine or Equipment

SOS will arrange to deliver to the Cardholder essential medicine, drugs, medical supplies or medical equipment that are necessary for a Cardholder's care and/or treatment but which are not available at the Cardholder's location. The delivery of such medicine, drugs and medical supplies will be subject to the laws and regulations applicable locally. SOS will not pay for the costs of such medicine, drugs or medical supplies and any delivery costs thereof.

(v) Despatch of Physician

In the event of an emergency where either the Cardholder cannot be adequately assessed by telephone for possible evacuation, or the Cardholder cannot be moved and the local medical treatment is unavailable, SOS will send an appropriate medical practitioner to the Cardholder. SOS will not pay for the costs of medical practitioner, consultation charges and any related costs thereof.

(vi) Guarantee of Hospital Admittance Deposit

SOS will guarantee or pay any required hospital admittance deposit on behalf of a Cardholder up to US\$2,500.00. The provision of financial guarantees is subject to SOS first securing payment from the Cardholder through his/her credit card or from funds from the Family.

(vii) Arrangement of Emergency Medical Evacuation

In the event of an Illness or Accident, SOS will arrange for the provision of air and/or surface transportation, medical care during transportation, communications and all usual ancillary services required to move the Cardholder to the nearest hospital where appropriate medical care is available.

SOS will arrange for the provision of appropriate communication and linguistic capabilities, mobile medical equipment and medical escort crew.

(viii) Arrangement of Emergency Medical Repatriation

SOS will arrange for the return of the Cardholder to the Principal Country of Residence following the Cardholder's Emergency Medical Evacuation and subsequent hospitalisation.

SOS will arrange for the provision of appropriate communication and linguistic capabilities, mobile medical equipment and medical escort crew.

(ix) Arrangement of Transportation of Mortal Remains

In the case of death of a Cardholder whilst abroad, SOS will assist with the necessary formalities and will arrange for the repatriation of the mortal remains to any location as may be selected by the Cardholder's legal personal representative.

(x) Arrangement of Transportation to join a Cardholder

SOS will arrange for round trip transportation for a person chosen by the Cardholder to join him/her if he/she has been hospitalised abroad.

(xi) Arrangement of Return of Children

If dependent children are left unattended as a result of a Cardholder's Accident or Illness, SOS will arrange the transportation for such children by common carrier to their normal place of residence. Qualified attendants will be provided when deemed appropriate by SOS.

The above Services [items (iv) to (xi)] are charged on a case by case basis. The provision of these chargeable Services is subject to SOS first securing payment from the Cardholder through his/her credit card or from funds from the Cardholder's Family.

II. Travel and General Services

(i) Inoculation and Visa Requirement Information

SOS shall provide information concerning visa and inoculation requirements for foreign countries, as those requirements are specified from time to time in the most current edition of World Health Organisation Publication "Vaccination Certificates Requirements and Health Advice for International Travel" (for inoculations) and the "ABC Guide to International Travel Information" (for visas). This information will be provided to the Cardholder at any time, whether or not the Cardholder is travelling or an emergency has occurred. SOS shall inform the Cardholder requesting such information that SOS is simply communicating the requirements set forth in a document and SOS shall name the document.

(ii) Legal Referral

SOS will provide the Cardholders with the name, address, telephone numbers and if requested by the Cardholders and if available, office hours for referred lawyers and legal practitioners. SOS will not give any legal advice to the Cardholders. SOS is not responsible for any legal fees or related charges, which is the responsibility of the Cardholder.

(iii) Interpreter Referral

SOS will provide the Cardholders with the name, address, telephone numbers and if requested by the Cardholders and if available, office hours for interpreters world-wide. SOS is not responsible for any interpreting fees or related charges, which is the responsibility of the Cardholder.

(iv) Lost and Stolen Card Reporting

Should SOS receive notification of a lost or stolen card from the Cardholder, SOS shall inform the Client within 30 minutes upon receipt of such call, on the condition that the Client has a 24-hour customer service department. If the Client does not have a 24-hour customer service department, SOS shall inform the Client on the following working day if the call is received during the after-office hours.

(v) Customer Enquiry Service

Should SOS receive any account enquiries from the Cardholder, SOS shall transfer the calls to the Cardholder's 24-hour customer service department. If the Client does not have a 24-hour customer service department, SOS shall inform the Client on the following working day if the call is received during the after-office hours.

ANNEXURE III SUMMARY OF BENEFITS

Benefit No	Benefit	Benefit Limit Per Cardholder Per Event	Excess Per Cardholder Per Event
1	Emergency and Medical & Legal Referral Services	N/A	N/A