

STANDARD TERMS AND CONDITIONS

AMA Global **Medical and Travel Assistance (MTA)**

AMA MTA STANDARD

Version 2: August 11, 2023

1. Scope of Terms and Conditions

The following terms and conditions (“Terms and Conditions”) shall apply to AMA Global Medical and Travel Assistance (MTA) Standard product.

The services provided by us are purely concierge and assistance-based services and in no way shall be construed or understood as any kind of an insurance cover. The service benefits described are available to Active Member only during period of your travel valid for a period of 30 (thirty) days after purchase of these assistance services. Active member shall be the individual who is named and enrolled while applying for the assistance services and the service benefits shall be available only to him/her and not to any other person connected to him/her in any way.

To avail the benefits under these assistance services, you need to be travelling outside your country of residence and should be able to produce the evidence of travel documents supported with travel stamps wherever required. You shall be eligible to avail maximum two service benefits during your travel under these assistance services.

2. Medical Disclaimer

At no point of time, there shall be any doctor-patient relationship between AMA and Member for any kind of medical assistance services provided. The application is intended solely for informational purposes. The services including online and telephonic consultations shall not be construed or used as a substitute for, consultation or medical advice of a doctor, general physician or health practitioner.

3. Information and Disclosures

The services and benefits under the plan are purely based on the information and facts provided by the Member. Member must disclose all facts truly and correctly to AMA to avail the services and the benefits. AMA may void the agreement in the event the member makes misrepresentation or non-disclosure of any material facts.

In the event of cancellation of Services for mis-representation, fraud, non-disclosure of material facts, the services shall stand cancelled ab-initio.

4. Description of the Services

Member shall be entitled to avail benefits from maximum two sections as enlisted hereunder.

Section: A Medical Assistance and Concierge Services

i. 24/7 Alarm center assistance and support

You shall have unlimited access to 24*7 emergency assistance services for support and information related to travel and health. Such advice shall not be construed as telemedicine, telehealth, diagnosis, treatment or remote patient monitoring. In no event shall an AMA physician be deemed to have ultimate authority over the care or primary diagnosis of a Member.

ii. Mental Health wellness assistance (Consultation with Psychologist)

We provide tele-consultation with psychologist for your mental and emotional well being during your travel. Please note that this service shall be construed only as advise and not treatment in any sense.

iii. Tele-health Consultation with General Physician

We provide Telehealth consultation services by General Practitioner (GP) Services only during the trip subject to appointment and availability of GP. Please note that these services shall be provided only through General Practitioner (GP) available at our global alarm centre. Please note that this service shall be construed only as advise and not treatment in any sense.

iv. Pre-existing medical condition assistance

We provide assistance in case of your pre-existing medical condition or disease under your existing insurance policy upto a service capped upto USD 100.

v. Pharmacy Assistance/Reference

We can, when and where practical and legally permissible, arrange or refer for delivery of medicines, drugs and medical supplies that are medically necessary for Members' care and/or treatment capped upto USD 50. The delivery of such medicines, drugs and medical supplies will be subject to the laws and regulations applicable locally. Please note that we provide services only for over the counter drugs and medical supplies and telehealth consultation shall be pre-requisite to avail this service.

vi. Ground Ambulance arrangement (Within city limits)

We can arrange ground ambulance services for medical repatriation and patient transportation under medical supervision and care. The services provided shall be limited to the city limits capped upto an amount of USD 50.

Section: B Non-medical/travel Assistance and Concierge Services

i. Debit/Credit Card blocking Assistance

We provide assistance to block your debit/credit card in case your card is lost, misplaced, stolen or damaged during your trip. Please get in touch with us at our contact information and we shall assist you in blocking your debit/credit card through details provided by you. Please note that we shall not be liable in case bank does not block the card or provide any confirmation for the same or any consequent event arising out of it, despite raising the request for the same.

ii. Debit/Credit Card Replacement Assistance

We provide assistance for replacement of your debit/credit card in case your card is lost, misplaced, stolen or damaged during your trip and will provide card replacement assistance up to USD 25 for

issuance of new debit/credit card. Please get in touch with us at our contact information and we shall assist you in replacing your debit/credit card through details provided by you. Please note that we shall not be liable in case bank does not replace the card or provide any confirmation for the same or any consequent event arising out of it, despite raising the request for the same.

iii. Arrangement of Roadside Assistance (RSA)

We arrange on-the-ground assistance services including towing assistance, fuel assistance and other roadside assistance services in case of vehicle breakdown or accident during your trip. Please note that we provide only assistance in arranging these services and all the costs and charges for the services availed by you shall be borne by you solely.

5. Payment, Fees and Taxes:

The fee for the assistance services shall be due and payable on or before the commencement of travel and shall be payable directly to us through payment channels.

6. Return, Refund and Cancellation

We have no returns, refunds and cancellation policy.

7. Confidentiality, Data Security and Privacy:

We take the protection of your privacy and personal data (hereinafter referred to as "Personal Data") very seriously and treat them strictly confidentially in accordance with the statutory data protection regulations and this data protection guideline.

We shall establish and maintain all the reasonable electronic and physical safeguards against unauthorized access, destruction, loss, accidental or unauthorized deletion, disclosure or alteration of any personal data or confidential information under applicable data privacy regulations.

While we shall maintain reasonable standards of data security and safeguards, we shall not be held liable for any data breach or leakage occurred due to the circumstances beyond our control or anything which is not intentional or negligent. We shall not be responsible for the issues on the part of the manufacturers/providers of the servers and third-parties outside our control.

8. Limitation of Liability and Warranty:

We are not responsible for the availability, quality, results of, or failure to provide any medical, legal or other assistance or service caused by conditions beyond our control. We are not liable for any malpractice performed by a local doctor, healthcare provider, or attorney arranged or provided by us as part of services under these terms and conditions. In no case, any claim or liability arising out of these assistance services provided by AMA, shall exceed the actual amount of benefit that a member shall be entitled for as provided in respective service benefit section.

AMA shall not be liable for any damage resulting from false or incomplete information given by the Member, especially the health and financial data. The Members are solely responsible for their health data's correctness and timeliness. In the event that claims, damages, losses, liabilities, judgments, costs or expenses (including reasonable attorneys' fees and costs) are made against AMA by a third party

(e.g. Members, Healthcare Providers) because of the absence of correctness or timeliness of the Member's data and information, the respective Member undertake to fully indemnify AMA.

9. General Terms:

i. Force Majeure

We shall not be liable for any loss or damage caused to the Member/User as a result of delay or default or deficiency or failure in the Services as a result of any natural disasters, fire, riots, pandemics, civil disturbances, actions or decrees of governmental bodies, communication line failures (which are not caused due to the fault of AMA or the Third Party Service Providers), or any other delay or default or deficiency or failure which arises from causes beyond AMA's reasonable control. In any such event arising, we shall immediately give notice to the Member/User of the facts which constitute such event.

ii. Term and Termination

These terms and conditions are become effective from the start of your travel and the service benefits described are available to Active Member only during period of your travel valid for a period of 30 (thirty) days after purchase of these assistance services

iii. Changes to these Terms and Conditions

We have the right to amend, adapt or supplement the present Terms and Conditions from time to time. The current and upgraded version of the Terms and Conditions can be found on <https://aetatuneweb.amaglobalassistance.com/> from time to time.

If you do not agree to any or all of the changes made by us to these Terms and Conditions, you may cease using the services with immediate effect.

iv. Assignment

These Terms and Conditions are personal to you, and are not assignable, transferable, or sub-licensable by you. We may assign, transfer, or delegate any of our rights and obligations hereunder without your consent.

v. Amendments

We reserve the right in our sole discretion to amend, amend, adapt or supplement the Terms and Conditions which shall be available on our portal as and when updated.

vi. Governing Law

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally construed and governed by the substantive laws of India which shall be submitted to the competent court in New Delhi, India to resolve the dispute, if any, amicably.

vii. Geographic Scope of Services

The services provided by AMA under these assistance services are rendered on a worldwide basis. AMA shall be under no obligation to provide the services to Member, who in the sole opinion of AMA is located in areas that represent conditions in which providing the services is impossible, reasonably

impractical or unsafe, including without limitation geographical remoteness, war (whether declared or undeclared), civil or other hostilities or political unrest.

viii. Time Limitations

Any and all legal actions and claims arising under these assistance services shall be barred unless written notice thereof is received by AMA within one (1) year of the date of the event giving rise to such action or claim. In no case whatsoever AMA shall be liable for any Claim under these assistance services, which have been made after expiry of above limitation period and then any such claim/legal action shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.

10. Contact Information:

For all the service request or if you have any questions concerning these terms and conditions, the Services, or anything related to any of the foregoing, we can be reached at the following email address: mta.tp@amaqlobalassistance.com.

11. Grievance Redressal, Complaints and Feedback:

We strive to provide the best service to all our customers. Should you however, come across any areas we can improve on, we would like to hear about it from you.

For Feedback, Complaints and Grievances, please email us at: mta.tp@amaqlobalassistance.com.