



# GEAR

Global Emergency Assistance and Response (GEAR) Summary



## Travel Assistance Membership Program

GEAR is a travel assistance membership, designed to assist members in a crisis. GEAR members are provided benefits and assistance, covering crises that could directly impact or have the potential to impact a member during a period of travel.

Members can benefit from a dedicated 24/7 Global Response Centre (GRC) point of contact; where they can receive advice and coordinated in-country emergency assistance.



GEAR

Security Evacuation Cover and response services for members



GEAR X

Medical Evacuation Cover and response services for members

Together GEAR and GEAR-X Membership Programs can provide for response capabilities to the following perils:



Natural and Man-Made Disasters



Violent Crime / Criminal Risk



Political Risk or Threats thereof [Confiscation, Deprivation, Illegal Seizure, Occupation]



Social Perils/SRCC [Strike, Riot & Civil Commotion]



Terrorism (or defined threat thereof)



Hi-jacking



Missing Persons; Search and Rescue



Detention and Extortion [Blackmail, Wrongful Detention, Extortion, Products Extortion]



Kidnap for Ransom Event [excluding Ransom Payment and Negotiations]



Medical Emergency & related Evacuation

# GEAR MEMBERSHIP

## SECURITY EVACUATION and RESPONSE SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as the 'Agreement') can be entered into separately or as an extension of the GEAR-X Medical Evacuation Membership services contract and is between You (named in the Confirmation of Registration) and Special Projects and Services – Asia Pte. Ltd. (hereafter referred to as Us, Our, We). It provides access to **GEAR Member Benefits** only and the additional response capabilities defined herein.

Provided the membership fee specified has been paid in the required manner We will provide the services specified in this Agreement and Confirmation of Registration and any attached endorsements during the Period of Travel.

## MEMBER BENEFITS

**GEAR** focusses on proactive risk management for travellers and expatriates globally. GEAR allows Us to act pre-emptively, rapidly and effectively where needed in response to any security related threat to members during the Period of Travel.

## GEAR - TABLE OF BENEFITS – APPLICABLE DURING PERIOD OF TRAVEL

GEAR	Silver (USD)	Gold (USD)	Platinum (USD)
Cover Limit	\$75,000	\$150,000	\$250,000
Annual Aggregate	Per Agreement	Per Agreement	Per Agreement
GEAR TECH	✓	✓	✓
Political Threat	✓	✓	✓
Terrorism	✓	✓	✓
Wrongful Detention		✓	✓
Kidnap & Ransom		✓	✓
Hi-Jack		50% Limit	✓
Disappearance of Persons - Search & Rescue		50% Limit	✓
Blackmail & Extortion		50% Limit	✓
Violent Crime			✓
Natural Catastrophe and Man-Made Disaster			✓
Return economy flight to host country	✓	✓	✓
Emergency Accommodation	100 USD/night	175 USD/night	275 USD/night

## IMPORTANT INFORMATION

GEAR is a membership program and not an insurance policy.

GEAR is operated by Special Projects and Services – Asia Pte. Ltd. (SPS)

### Cover in Force

This Agreement operates on a “first response” basis. If any cost, expense or claim under this Agreement is already covered by any insurance policy, statutory insurance, medical aid scheme or other cover, the cover provided by this Agreement will be deemed to be secondary to the cover already provided. During an emergency We will assist You, but any losses incurred will/could be recovered from any applicable insurance policy or scheme that covers You. The onus is on You to advise Us of any other cover that applies to You and failure to do so may lead to a total rejection of Your claim. We may at Our expense and in Your name, pursue any actions available to obtain a claim recovery and You must provide Us with all relevant details of any other applicable insurance, scheme or cover.

### Re-imburement

We will not reimburse Members for expenses they incur on their own unless noted and agreed in writing in advance.

### Limitations

- Evacuations are limited to 2 responses per individual, per annual membership contract period; and 1 response per individual per short period membership contract period.
- Cover is provided up to the full limit in each membership category, not exceeding the annual aggregate specified in the Table of Benefits.
- The membership does not cover evacuation from a host country when the evacuation notice has been issued or posted by the recognized government of the members Home Country; or the Host Country for a period of more than 7 days and the member has failed to notify Us regarding the need to evacuate.

### Evacuation

If an evacuation is deemed necessary, the member will be moved to either the nearest international safe haven, or their home country, dependent upon the members selected benefits defined in the Table of Benefits and Confirmation of Registration and the nature of the incident at hand.

**Geographical Limits:** WORLDWIDE

## WHAT TO DO IN THE EVENT OF AN EMERGENCY

GEAR incident management specialists must be contacted via GEAR TECH or on the following telephone numbers:

**GEAR 24 Hour Global Response Centre (GRC)**  
**Telephone: +44 203 889 7026**  
**WhatsApp: +44 7384 460231**

Please have your membership number at hand for reference purposes. If contact has been made with the GRC through GEAR TECH your details will automatically display on our internal systems. All evacuation and repatriation must be approved and arranged by Us.

## WHAT IS COVERED

In providing for the safety of our members, We will provide a collective response comprising remote advice, case management and possible deployment of security assets; and pay for services up to the limit shown in the Table of Benefits in respect of:

- **Natural and Man-Made Disasters**
- **Violent Crime /Criminal Risk**
- **Political Risk or Threats thereof [Confiscation, Deprivation, Illegal Seizure, Occupation]**
- **Social Perils/SRCC [Strike, Riot & Civil Commotion]**
- **Terrorism or defined threat thereof**
- **Hi-Jacking**
- **Missing Persons; Search and Rescue**
- **Detention and Extortion [Blackmail, wrongful Detention, Extortion, Products Extortion]**
- **Kidnap for Ransom [excluding Ransom Payment and Negotiations]**  
Response includes Remote Advice and Possible deployment of security assets to provide safety to the family of and/or the employer of a GEAR Member that has been kidnapped for ransom.  
Please note, because GEAR is not an insurance policy, the negotiations and reimbursement of a ransom payment is not available under the GEAR membership program.

- **Emergency Accommodation**

Emergency accommodation costs, for sheltering in the home country or if moved to an international safe haven, the member will be entitled to (5) five days emergency accommodation as arranged by Us up to the limits as shown in the Table of Benefits. After (5) five days, the member will be responsible for all transportation and living costs while at the safe haven. Please note: Members do have the ability to upgrade said accommodation at own expense if preferred.

- **Return Economy Flight to Host Country**

If the member has been evacuated to an international safe haven; when deemed safe to return, the member will be reimbursed for a single economy airfare ticket back to the host country.

*The benefits and services described herein are provided to GEAR members **only** if We provide or coordinate them.*

GEAR members may also access the GRC for Travel Risk Advice or related security concerns.

## WHAT IS NOT COVERED

- Loss or destruction of, or damage to any property whatsoever; or any loss or expense whatsoever resulting or arising as a result thereof; or any consequential loss.
- Any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:
  - Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Evacuation or assistance in Your Home Country.



- Evacuation when the evacuation notice has been issued or posted by the recognized government of Your Home Country or the Host Country for a period of more than 7 days and You have failed to notify SPS regarding the need to evacuate.
- The negotiation and / or payment of a ransom
- Evacuation due to Pandemic. WE do not cover claims in any way caused by or resulting from an **infectious or contagious disease**, an outbreak of which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).
  - This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of any such declaration(s).
  - This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC.

## EVACUATION DUE TO POLITICAL THREAT

In the case of potential member evacuation in relation a political threat being required, Members must ensure that they have the proper / relevant documentation to evacuate from such an area. SPS is not responsible for obtaining these documents in the event of an evacuation.

If air transport is determined the best course of action by SPS, the timeframe for transport is dependent on aircraft availability, required permits and visas for the respective countries and any other factors that may be beyond SPS's control. While SPS makes every effort to accommodate its Members, due to limited space available on evacuation aircraft, the Member is limited to one small carry-on bag. In most cases, pets will not be allowed on evacuation aircraft. Members should be prepared to make alternative arrangements for pets during an evacuation due to a political threat.

## GENERAL CONDITIONS

GEAR Membership provides crisis assistance during periods of international travel to members and is typically provided on an annual basis. In special circumstances cover can be provided for 90-day increments.

These GEAR memberships are subject to the terms and conditions set forth herein. GEAR memberships are non-transferable and non-refundable. By enrolling as a GEAR Member, you accept and agree to the terms and conditions of membership. A person who is not a party to this membership has no right under the contract to enforce any term of this membership.

A membership is not valid if the membership fee payment is declined, returned, or otherwise unpaid. In such a case, the effective start date shall be the date the membership fee is successfully collected.

We reserve the right to revoke, rescind, or cancel any membership or refuse any renewal at Our sole discretion.

Should We exercise Our right to revoke, rescind, or cancel a GEAR membership, We shall refund the Member a portion of the membership fee on a pro-rata basis determined by the remaining period of the membership.

We have sole discretion regarding the means, methodology and timing of an Evacuation or Response. However, the decision to travel is the members sole responsibility.

We are not responsible for the availability, timing, quality, results of, or failure to provide any service caused by conditions beyond Our or Your control. This includes Your failure to obtain immigration paperwork, or any additional services where the rendering of such evacuation or service is prohibited by the laws of Great Britain, local laws or regulatory agencies.

The maximum shown on the Table of Benefits for the deployment of security assets is in United States Dollars (USD) currency and applies on a “per person per Emergency Situation” basis.

All GEAR membership enrolment data must be accurate from the outset in order to ensure program eligibility. Non-disclosure of Material Information at any stage of the membership process will affect a Member’s eligibility for GEAR membership and will provide grounds for cancellation of the membership.

## Services

Subject to the limitations on services described herein, We provide crisis assistance services to any Member traveling internationally from their home country for up to a maximum of 90 days. If a Member’s home country changes during the term of the membership, the Member must notify SPS of the change by phone prior to initial departure on a trip.

- **Expatriate, Study Abroad & Volunteer Program Exceptions**

GEAR Members required to work or travel outside of their Home Country for a continuous period lasting longer than ninety (90) days are defined as an ‘Expatriate’ under the terms and conditions of the GEAR membership Program. We must be notified of any ‘Expatriate’ members during enrolment. Expatriate GEAR Members are therefore eligible to receive assistance for covered crisis events within their country of deployment.

## Limitations

GEAR Members enjoy 24/7 access to Our dedicated Global Response Centre (GRC) to receive advice on dealing with any one of the travel risks described herein. Please note however that the deployment of GEAR security assets and associated crisis assistance services are limited to two (2) separate physical response cases per member, per membership year; or one (1) response per short period membership period.

- Each eligible physical response is limited to the limit of the Members benefit Confirmation of Registration.
- Due to the increased risk of sending personnel into regions or countries where a recognised authority has issued travel restrictions, physical response by GEAR Crisis Consultants and/or Security Personnel may be delayed and/or subject to exclusion in these areas for safety reasons.
- If the Member elects to travel to any country or territory to which the British Foreign, Commonwealth and Development Office or equivalent authority in Your Home Country is advising against all or all but essential travel due to security or terrorism concerns, the membership agreement is amended to security advice only. For full details visit <https://www.gov.uk/foreign-travel-advice>
- We shall be not deemed to provide cover and We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us 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.

**GEAR services are NOT available to a Member in the following circumstances if and/or when:**

- In respect of Wrongful Detention, any actual or alleged violation of the laws of the host country or a failure to maintain and possess duly authorized and issued required documents and visas occurs, unless SPS determines that such allegations were intentionally false, fraudulent, and malicious and made solely to achieve political propaganda or coercive effect upon or at the expense of the GEAR Member(s);
- A Kidnapping of a GEAR Member by a Relative occurs, or as a result of a domestic dispute;
- A GEAR Member has had kidnap insurance cancelled or declined in the past;
- War, whether declared or not, between any of the following countries, namely, China, France, the United Kingdom, the Russian Federation and the United States of America, or War in Europe, whether declared or not, other than Civil war.
- Any enforcement action by or on behalf of the United Nations, in which any of the countries stated above or any armed forces thereof are engaged.
- Any response to a GEAR Member determined to be illegally engaged in armed combat.

### **Membership agreement changes**

SPS reserves the right to change or amend the terms contained in this membership agreement without prior notice. SPS is solely responsible for the interpretation and application of the terms contained in the membership agreement. All determinations by SPS shall be final and conclusive.

### **Member consent to record communications**

SPS, at its discretion, may monitor or electronically record communications between its employees or designated representatives and you as a Member. By enrolling as a Member, you specifically authorize communications involving you and to which you are a party to be recorded and utilized for quality control or other purposes.

### **Interpretation / choice of law / waiver of jury trial / damages**

The interpretation of the Membership Agreement, along with any dispute between a member and SPS and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law.

SPS and its Members' right to recover damages at law are limited to contractual damages only. Damages recoverable by Members are limited to the return of membership fees paid.

### **Entire Agreement**

The GEAR Membership Agreement and any amendments thereto constitute the entire agreement between SPS and you as a Member with regard to the subject matter and supersede all previous understandings and agreements, whether oral or written. The terms

of the Membership Agreement may not be altered, varied, or modified in any way except as in writing by SPS.

## Cancellation

We may cancel this Agreement or any cover by giving You thirty (30) days written notice at Your last known address and in such event the membership fee for the period up to the date when the cancellation takes effect shall be calculated and We shall return any unearned portion of the membership fee paid.

You can cancel this Agreement by giving Us thirty (30) days written notice at **support@sps-gear.com**

If this happens, provided no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this Agreement or the Trip has commenced, the membership fee for the period up to the date when the cancellation takes effect will be calculated and any unearned portion of the membership fee paid will be returned.

## Local Taxes

The membership fee is exclusive of any applicable local taxes. If local taxes are applied, the member will be liable.

## GENERAL DEFINITIONS

Certain words in this Agreement have a specific meaning. They have this specific meaning wherever they appear in this Agreement.

### Member

Member means YOU and any other contracted person within your organisation or specifically listed as such.

### Blackmail & Extortion

For the purposes of this membership program, Blackmail and Extortion means the making of illegal threats specifically to a GEAR Member to:

- Kill, Injure or Abduct a GEAR Member
- Damage Property
- Disseminate, Divulge or use Trade Secrets

By persons who then demand a payment as a condition of not carrying out such threats.

### Case Management

Advice and coordination of the case, updating stakeholders, security guidance and relevant intelligence.

### Computer System

Means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by you or any other party.

### Crisis

For the purposes of this membership program, a crisis means any decisive, unstable or crucial time resulting from an unforeseen event, which has directly caused or has the potential to cause serious bodily harm, detention or death to a GEAR Member. Any Crisis or



Crises arising out of, based upon, or attributable to related, continuous or repeated events shall be considered to be a single crisis for the purposes of this membership program.

### **Cyber Act**

Means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

### **Cyber Incident**

Means any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System, or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

### **Disappearance of Persons**

Disappearance means the complete and unexpected loss of contact with a GEAR Member(s) during a period of travel for a period in excess of 48hrs.

### **Evacuation**

Transportation and associated security required to move a member(s) to an international safe haven or home country depending on the members Confirmation of Registration of benefits.

### **GEAR TECH**

Refers to the Mobile App provided as a value-added product on purchase of Your membership

### **Hi-Jack**

Hi-Jack means the illegal holding under duress for a period in excess of six hours of a GEAR Member while travelling on an airplane, vehicle or watercraft.

### **Home Country**

Means the country or territory as shown on the members passport.

### **Host Country**

The country where You are contracted to work in, should You be required to return post incident.

### **Infectious or contagious disease**

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

### **Kidnap for Ransom**

Kidnapping means any event or connected series of events of seizing, detaining or carrying away by force or subterfuge of one or more GEAR Member(s) by any third party for the purpose of demanding a Ransom.

### **Natural and Man-Made Disaster**

Natural Disaster means any event of natural occurrence including but not limited to earthquake, volcanic eruption, tsunami, snow, rain, hail, lightning, flood, windborne dust or sand, wildfire or similar event that results in widespread and severe damage which makes the whole area Uninhabitable. Man-made Disaster means those disasters induced entirely or predominantly by human activities and choices [UNISDR definition- SENDAI Framework for disaster risk reduction 2015-2030] and can include elements of human intent, negligence, error or involve the failure of man-made systems

### **Pandemic**

Any sudden outbreak of one or more causative organism(s) belonging to the same genus or species that is infectious or contagious, to which the Protected Person is exposed outside his or her Permanent home country, threatens the life or long-term health of the Protected Person, and becomes widespread affecting a whole region, a continent or the world. The infectious or contagious disease hereunder includes, those defined by the relevant Ministry of Health, Labour and Welfare and/or the World Health Organisation (WHO).

### **Period of Travel**

The period of travel the GEAR Member departs their home country and travels internationally, not exceeding a duration of 90 days per trip, during your Period of Agreement. If services are required for Expatriate Membership or Study Abroad / Volunteer Programs this must be separately declared and agreed in advance and the period of travel is extended not to exceed 365 days.

### **Political Threat**

The threat of action designed to influence the government or an international governmental organization or to intimidate the public, or a section of the public; made for the purposes of advancing a political, religious, racial or ideological cause.

This is extended to include the Social Political perils namely Strike, Riot & Civil Commotion

### **Security Assets**

SPS's consultants, security teams or land, sea or air transport, whichever are deemed as most appropriate, by SPS to facilitate the safety of the member(s) during the crisis.

### **Terrorism**

Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### **Wrongful Detention**

Wrongful Detention means the involuntary confinement of a GEAR Member by any person(s) acting as agents of, or with the tacit approval of any government or governmental entity, or acting or purporting to act on behalf of any insurgent party, organization or group.

### **Violent Crime**

Any act or threat of violence to a GEAR Member, which causes, or is likely to cause, death or serious bodily injury.