MEDFLIGHT FREEDOM
DOMESTIC PLAN DESCRIPTION

Your MedFlight Freedom identification card is Your key to travel security. If You have a medical or travel problem simply call MedFlight Freedom for assistance. Our toll-free and collect-call telephone numbers are printed on your ID card.

An English-speaking Assistance Coordinator will ask for Your name, company or group name, and a description of Your situation. We will immediately begin assisting You. A full listing of services follows.

If the condition is an emergency, You should call 911 or go immediately to the nearest physician or hospital without delay and then contact MedFlight Freedom. We will then take the appropriate action to assist You and monitor Your care until the situation is resolved.

MedFlight Freedom provides You with Medical Assistance Services, Medical Evacuation and Repatriation Services, Travel Assistance Services, and Personal Security Services as described below. These services are subject to certain Conditions, Limitations, and Exclusions outlined starting on page 6.

WHEREVER YOU ARE BENEFITS — Whether You are at Your Permanent Primary Residence or anywhere in the United States, Canada or Mexico.

Expenses incurred without the intervention or assistance of MedFlight Freedom are not covered.

MEDICAL ASSISTANCE SERVICES

Medical and Dental Referrals: At Your request, MedFlight Freedom will provide referrals to medical professionals in a given geographic area including doctors, dentists, and other health care providers.

Deposits, Advances and Guarantees: Deposits, advances and guarantees will be provided to medical facilities, hotels, airlines, ground and air ambulances and other like providers in order to secure service for You. Any advances of funds on Your behalf shall be charged to Your credit card at the time of service.

TRAVEL ASSISTANCE AND PERSONAL SECURITY SERVICES

Pre-Travel Information: Upon Your request, We will provide You with destination intelligence regarding weather, travel, health, inoculations, travel restrictions and special events.

Lost Luggage Assistance: MedFlight Freedom Assistance Coordinators will assist You with the tracking of luggage lost in transit. If the luggage cannot be recovered, MedFlight Freedom will assist You with locating replacements.

Real-time Security Intelligence: In the event You feel threatened by political unrest, social instability, weather conditions, or health or environmental hazards, MedFlight Freedom will provide You with the latest authoritative information and guidance.

Security Evacuation Assistance Services: In the event of a threatening situation, MedFlight Freedom will assist You in making evacuation arrangements, including flight arrangements and logistical arrangements such as ground transportation and housing. In more complex situations, We will assist You in making arrangements with providers of specialized security services. Any fees will be billed to Your credit card at the time of service.

WHILE YOU ARE AWAY BENEFITS - while you are traveling more than 50 miles away from Your Permanent Primary Residence within the United States, Canada or Mexico.

Expenses incurred without the intervention or assistance of MedFlight Freedom are not covered. No claims for reimbursement will be accepted.
MEDICAL EVACUATION & REPATRIATION SERVICES

Medical Evacuation to Choice of Hospital: Medical Evacuation to Choice of Hospital: If You are hospitalized due to sudden illness or injury while traveling 50 miles or more from Your Permanent Primary Residence, and the remaining hospital stay can be continued at a hospital of Your Choice, the following will apply:

1) If You are unable to travel by commercial airline with or without a medical escort:

MedFlight Freedom will make arrangements and pay for air medical transfer for You via private air ambulance. If You are not medically stable enough for transfer to Your Choice of Hospital, MedFlight Freedom will provide initial medical transfer to the closest appropriate (as determined by MedFlight Freedom) Choice of Hospital capable of providing immediate emergency medical care.

2) If You are able to travel by commercial airline with a medical escort:

MedFlight Freedom will make arrangements and pay for air medical transfer for You via commercial airline with a medical escort. MedFlight Freedom shall make the determination of the type of seat required and type and number of escorts needed.

3) If You are able to travel by commercial airline without a medical escort:

MedFlight Freedom will make arrangements and pay to transfer You via commercial air to Your Choice of Hospital. MedFlight Freedom shall make the determination of the type of seat required.

Note: Choice of Hospital: If Your Choice of Hospital is not the hospital located nearest to Your Permanent Primary Residence, MedFlight Freedom will transport You and Your Traveling Companion to the Choice of Hospital by means determined by the MedFlight Freedom Physician as long as the cost to transport You to Your Choice of Hospital does not exceed 50% of the cost to transport You to the hospital nearest Your Permanent Primary Residence.

Transportation to Your Permanent Primary Residence following Medical Evacuation to Choice of Hospital: Once You have reached maximum medical improvement and are released from the hospital, MedFlight Freedom will arrange and pay for You and Your Traveling Companion to return to Your Permanent Primary Residence by means of economy class tickets (or upgraded ticket if that’s the manner in which You were originally scheduled to return to Your Permanent Primary Residence).

Transportation After Stabilization if You are NOT evacuated under Medical Evacuation to Choice of Hospital: If You are Traveling Away from Your Permanent Primary Residence and You are treated at a Hospital for an injury or a sudden and unexpected illness that requires immediate emergency medical treatment and hospitalization, without which there would be significant risk of death or serious impairment, We will transfer You to Your Permanent Primary Residence or to a Hospital near Your Permanent Primary Residence for continuing care, provided the attending physician and MedFlight Freedom’s Medical Director have determined that Your condition has reached maximum medical improvement; and

1) You have NOT been evacuated under the "Medical Evacuation to Choice of Hospital" benefit as defined above; and
2) The treating physician and Our Medical Director have determined You are unable to operate Your RV/Vehicle and no one in Your traveling party is capable of operating the RV/Vehicle; or
3) The treating physician and Our Medical Director have determined your physical medical condition prevents You from traveling as a passenger in the RV/Vehicle; or
4) You are not traveling in a vehicle and the treating physician and Our Medical Director have determined your physical medical condition prevents You from continuing on your trip and You must
return to your Permanent Primary Residence or to a Hospital near your Permanent Primary Residence to recover from Your condition.

Services that MedFlight Freedom will provide You with include the following options:

1) Arrange and pay for a one-way economy airfare ticket (or upgraded ticket if that's the manner in which You were originally scheduled to return to Your Permanent Primary Residence) and medically necessary ground ambulance transportation to/from the airport to return You to your Permanent Primary Residence or to a Hospital near Your Permanent Primary Residence. If it is deemed medically necessary by MedFlight Freedom that You travel in an upgraded commercial seat, We will cover the cost of the upgraded commercial ticket. If it is deemed medically necessary by MedFlight Freedom for You to travel to Your Permanent Primary Residence with a nurse escort, We will coordinate and pay for this service as well; or,

2) If You are not medically stable enough to travel by any of the methods outlined in Number One (1) and require a higher level of medical transportation, We will pay up to the value of a Nurse Escort in upgraded seating.

3) If You are unable to operate Your RV/Vehicle and no one in Your traveling party is capable of operating Your RV/Vehicle and You have chosen to have a family member or friend return Your RV/Vehicle, You may choose to return to Your Permanent Primary Residence in your RV/Vehicle. You will be covered under the RV/Vehicle Return Benefit. Please see RV/Vehicle Return Benefit for a complete detail of what is covered.

Transportation to Join a Hospitalized Member: If You are alone and traveling away from Your Permanent Primary Residence and are, or will be, hospitalized for more than three (3) days, We will coordinate and pay for an economy roundtrip airfare for a person of Your choice to join You.

Return of Minor Children: If, while traveling away from Your Permanent Primary Residence, Your child(ren) or grandchild(ren) through the age of 18, or adult child(ren) or grandchild(ren) with mental or physical disabilities who are solely dependent on You for maintenance and support, are present but left unattended as a result of Your injury or illness, We will send them back to either Your or their own Permanent Primary Residence by coordinating and paying for one-way economy airfare (or upgraded airfare if that's the manner in which they were originally scheduled to travel). We will also arrange and pay for the services and transportation expenses of a qualified escort, if required.

Return of Deceased Remains: In the event of Your death while traveling away from Your Permanent Primary Residence, we will assist in obtaining the necessary clearances for the return of Your remains. We will coordinate and pay for the expenses of the preparation and transportation of Your deceased remains to Your Permanent Primary Residence.

Return of Traveling Companion: If you are traveling away from Your Permanent Primary Residence and MedFlight Freedom coordinates a Medical Evacuation to Choice of Hospital, Transportation After Stabilization or a Return of Deceased Remains, we will return one Traveling Companion to either Your or his/her Permanent Primary Residence by paying for a one-way economy class ticket (or upgraded ticket if that's the manner in which he/she was originally scheduled to return).

RV/Vehicle Return: We will return Your automobile, motorcycle, non-commercial truck or RV to your Permanent Primary Residence or place of rental within 90 days of the incident if: (1) We approved transporting You under either the Medical Evacuation to Choice of Hospital, Transportation After Stabilization, or Return of Deceased Remains benefit OR (2) You have not been transported under the services listed above but Your documented medical emergency prevents You from driving the RV/Vehicle AND (3) You notified Us within 30 days of the incident that You would need Your RV/Vehicle returned.

MedFlight Freedom will authorize this service only if no one in your traveling party is capable of driving the RV/Vehicle. The vehicle must be in good condition and capable of being safely driven on the highway in compliance with local laws. If the vehicle is an RV, we will also return an additional vehicle if it was hitched to your RV. You must pay any costs required to maintain the safe operation of the vehicle during
the return. The return must be approved and coordinated by MedFlight Freedom and must be performed by one of Our contracted service providers.

Alternatively, You may choose to have your vehicle returned by a friend or family member. In such instance, and provided the vehicle is returned directly and expeditiously to Your Permanent Primary Residence, We will provide reasonable transportation in the form of a one-way economy ticket for that person to either the location of the vehicle or to return to his/her Permanent Primary Residence after the RV/Vehicle has been returned, and We will reimburse You for gas and tolls during the return (with receipts submitted within 180 days from the date of service). In addition, We will provide up to $100 per day for incidental expenses while driving (receipts must be submitted within 180 days from the date of service). Note that if You choose to have a friend or family member perform the RV/Vehicle Return, MedFlight Freedom will not pay more than it would have cost to have MedFlight Freedom arrange the RV/Vehicle Return. MedFlight Freedom will also not pay for any travel expenses inconsistent with the established services of contract and other common carriers providing RV/Vehicle Return Services.

Please note: In the event You qualify for RV/Vehicle Return by virtue of number 2 above, please see the following:
- If You choose to have a friend or family member return your RV/Vehicle, You can choose to ride to Your Permanent Primary Residence in Your RV/Vehicle if You are medically cleared to do so.
- If You choose to have a professional return your RV/Vehicle, You will not be able to travel as a passenger in Your RV/Vehicle for liability reasons. We will assist You with any transportation arrangements for You and a Traveling Companion. However, any costs associated with Your transportation and Your Traveling Companion’s transportation are Your responsibility.
- If You qualify for an RV/Vehicle Return under this scenario, You do not qualify for paid transportation under Medical Evacuation to Choice of Hospital nor Transportation After Stabilization to Your Permanent Primary Residence.

You must inform MedFlight Freedom within 30 days of the incident that You need assistance returning Your RV/Vehicle. The actual RV/Vehicle return must take place within 90 days from the date of incident.

MEDICAL ASSISTANCE SERVICES

Monitoring of Treatment: In an emergency, MedFlight Freedom Assistance Coordinators will continually monitor Your condition while You are hospitalized and provide ongoing updates to Your family. Depending upon the medical and/or geographic situation, We may retain the services of licensed consulting physicians/nurses and/or other medical professionals with relevant areas of expertise to assist in the monitoring of Your condition.

Transfer of Insurance Information to Medical Providers: To help prevent delays or denials of medical care, Our Assistance Coordinators will assist You with hospital admission, such as relaying insurance benefit information. We will also assist with discharge planning.

Medication, Vaccine and Blood Transfers: At Your request, and with authorization of the prescribing physician, We will dispatch prescription medicine, vaccines or blood products when unavailable locally and when legally permissible. You are responsible for all costs other than shipping. These expenses will be billed to Your credit card prior to shipping.

Replacement of Corrective Lenses and Medical Devices: We will coordinate the replacement of corrective lenses or medical devices if they are lost, stolen or broken during travel. You are responsible for all costs other than shipping. These expenses will be billed to Your credit card prior to shipping.

Dispatch of Doctors/Specialists: If You are hospitalized, Our Assistance Coordinators may dispatch a physician or other health care professional to assist in determining Your medical condition and suitability to travel.
Ground Ambulance Benefit: We will reimburse You up to $200 toward the cost of either an initial emergency transportation for You by ambulance to a hospital while Traveling Away from Your Permanent Primary Residence or to transport You by ambulance from one hospital to another (if not arranged under Medical Evacuation to Choice of Hospital) while Traveling Away from Your Permanent Primary Residence.

Please note: In order to be eligible for consideration of reimbursement You must submit the Explanation of Benefits from Your primary insurance carrier showing balance due.

- You must submit the Explanation of Benefits letter within 180 days of the incident date.
- This benefit is limited to 2 events per year for unrelated incidents.
- Benefit is only available when traveling more than 50 miles away from Your Permanent Primary Residence.

Medical Records Transfer: Upon Your consent, We will transfer any necessary medical information and records to you or the treating physician.

Continuous Updates to Family, Employer, and Physician: With Your approval, We will provide case updates to appropriate individuals You designate in order to keep them informed.

Hotel Arrangements for Convalescence: We will assist You with the arrangement of hotel stays and room requirements before or after hospitalization. Any fees will be billed to Your credit card at the time of booking.

TRAVEL ASSISTANCE SERVICES

Emergency Travel Arrangements: In an emergency, Our Assistance Coordinators will help You change airline, hotel or car rental reservations as necessary.

Emergency Cash Advance Assistance: In an emergency, Our Assistance Coordinators will provide assistance to You by arranging for the forwarding of funds from Your account, credit cards or family members. All fees associated with the transfer of funds will be billed to Your credit card at the time of service.

Replacement of Lost or Stolen Travel Documents Assistance: Our Assistance Coordinators will provide assistance to You by arranging for the replacement of passports, visas, airline documents, birth certificates and other travel-related documents. You are responsible for all costs other than shipping. These expenses will be billed to Your credit card prior to shipping.

Legal Referrals: If You are traveling away from Your Permanent Primary Residence and are arrested, involved in an accident, or otherwise require the services of an attorney, Our Assistance Coordinators will arrange for an initial telephone consultation with an attorney, without charge. Our Assistance Coordinators will also assist with the securing of a bail bond, if needed. If further legal assistance is needed, You will be referred to an attorney in the appropriate geographic area. Fees and costs charged by the referred attorney will be Your responsibility.

Translation Services: Our Assistance Coordinators will, without charge, provide foreign language assistance over the telephone or up to one-page translations submitted via fax. If necessary, We will also provide referrals to translators and interpreters. All fees for such services are Your responsibility.

Emergency Message Forwarding Assistance: In the event of an emergency, if You are unable to reach an employer, family member or traveling companion, We will forward a message via telephone or email to the intended party.

Emergency Pet Housing and/or Pet Return: If You are expected to be hospitalized for seven (7) or more days, and You are traveling with a pet that is left unattended as the result of your injury or illness, we will arrange and pay for Your pet to be boarded up to a maximum of $50 per day not to exceed $500
in total. This benefit will be paid only until Your discharge from the hospital. In the event Your injury or illness results in your transport under either the Medical Evacuation to Choice of Hospital, Transportation After Stabilization, or Return of Deceased Remains benefits, We will return Your pet to either your Permanent Primary Residence, or to a boarding facility near Your Permanent Primary Residence. The maximum paid under this benefit is $1,500.

PROGRAM DEFINITIONS

The following definitions apply:

“Coverage” means the period of time for which You are validly enrolled for MedFlight Freedom and for which We have received the appropriate enrollment fee.

“Choice of Hospital” means that once You have been admitted as an inpatient at a hospital for a sudden illness or injury while traveling more than 50 miles from Your Permanent Primary Residence and are medically cleared to continue care at a hospital of Your choice, You have the option to be transported to Your Choice of Hospital for treatment. *Please note: Transportation to Your Choice of Hospital will only be approved if the cost to transport You to Your Choice of Hospital does not exceed more than 50% of the cost to transport You to the hospital nearest Your Permanent Primary Residence. For Domestic Memberships, You must be traveling domestically and Your Choice of Hospital must also be domestic.

“Dependent” means Your unmarried children from birth through age 18; or through age 22 if enrolled as a full-time student in an accredited college, university, vocational or technical school; and children whose support is required by a court decree. Children include natural children, stepchildren and legally adopted children. They must be primarily dependent on You for support and maintenance and must live in a parent-child relationship with You.

“Domestic Membership” means that You, Your Spouse and Dependents are covered for trips of any length while traveling with the United States, Canada and Mexico (trips shall not exceed 365 days). The Dependent student away at school (domestically) is covered for their entire school year. There is no coverage if traveling internationally.

“Domestic Partner” means a person with whom You reside and can show evidence of cohabitation (including the shared responsibility of basic living expenses) for at least the previous six (6) months and with whom You have an affidavit of domestic partnership, if recognized by the jurisdiction within which You reside.

“Hospital” means (a) a place which is licensed or recognized as a general hospital by the proper authority of the state in which it is located: (b) a place operated for the care and treatment of resident inpatients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility: (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals. Not included is a hospital or institution licensed or used principally: (1) for the treatment or care of drug addicts or alcoholics; or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

“Hospitalization” means being admitted to a Hospital 14 as an inpatient.

“Illness” means a sudden and unexpected sickness that manifests itself during Your Coverage Period and which requires hospitalization.

“Injury” means an identifiable accidental injury caused by a sudden, unexpected, unusual, specific event that occurs during Your Coverage Period and which requires hospitalization.

“MedFlight Freedom Physician” means physicians retained by On Call International to provide You with consultative and advisory services, including the review and analysis of the quality of medical care You are receiving.

“Member” means the primary person validly enrolled for MedFlight Freedom and for whom We have received the appropriate enrollment fee. Under Family Memberships, Member shall include Spouse and Dependents, as defined.

“Permanent Primary Residence” means the locale of the address as shown on Your state driver's license or state-issued identification card.

“Pet” shall mean any domestic animal under 150 pounds that is a member of one of the following species and is kept for pleasure and companionship rather than utility: cat; chinchilla; cockatiel; dog; ferret; gerbil; guinea pig; hamster; mouse; parakeet; rat; or reptile. A Reptile shall not mean (1) any reptile on the Federal Endangered or Threatened Species list or on the Convention on International Trade in Endangered Species List; (2) Any venomous reptile, including front- or rear-fanged reptiles; (3) Any python of a species which naturally exceeds twelve feet in length; (4) All crocodilians, including alligators, caimans, and crocodiles; (5) Monitor lizards; (6) Anacondas; (7) Any reptile of a species native to Indiana; or (8) Any reptile protected by state or federal law.

“Spouse” means Your spouse (to include legally recognized domestic partner), unless You are legally separated.

“Traveling Away From Your Permanent Primary Residence” means on a vacation or business trip more than 50 miles away from Your Permanent Primary Residence (by car, plane, or other mode of travel).

“Traveling Companion” shall mean any individual traveling on the same itinerary, and accompanying You on Your trip for more than 50% of the time sharing the same accommodations.

“You” and “Your” means Member, Spouse and Dependent(s) with regard to Family Membership.

CONDITIONS AND LIMITATIONS
The services described are available to You only during Your Coverage Period and medical assistance services are available only when You are Traveling Away From Your Permanent Primary Residence.

Expenses for the While You Are Away Benefits will be covered only if We have given Our prior approval and if those services are coordinated by Us.

In the event We are arranging transportation by commercial air and an original return airline ticket exists, We may use that ticket and are responsible only for any applicable change fees.

We have sole discretion in making the coverage determination for Your Transportation After Stabilization. Our determination will be based on Your medical inability to return in Your vehicle or previously booked transportation. We will not return You to Your Permanent Primary Residence for the sole sake of Your convenience.

We have sole discretion in making the determination as to whether We will cover the cost of Medical Evacuation to Choice of Hospital and RV/Vehicle Returns. Our decision will be based on medical considerations, including the recommendations of the treating physicians, Our Physicians and Our Medical Director with respect to Your condition and ability to travel. We will determine the appropriate method, destination, and timing of any evacuation. The destination will be the nearest Hospital, if you are not medically cleared to travel to Your Choice of Hospital, capable of providing appropriate care as determined by Us.

We will only direct-pay and not reimburse You for any transportation costs to the transportation providers, unless approved by Us in advance for the following benefits: Evacuation to Choice of Hospital, Return of
Deceased Remains, Transportation After Stabilization, Return of Minor Children, Return of Traveling Companion, and Transportation to Join Hospitalized Member.

We are not responsible for the availability, quality, results of, or failure to provide any medical, legal or other care or service caused by conditions beyond Our control. This includes Your failure to obtain care or service or where the rendering of such care or service is prohibited by U.S. law, local laws, or regulatory agencies.

Your legal representative shall have the right to act for You and on Your behalf if You are incapacitated or deceased. All legal actions arising under this Agreement shall be barred unless written notice thereof is received by Us within one (1) year from the date of the event giving rise to such legal action. Member may be required to release Us or any healthcare provider from liability during Emergency Evacuation and/or Repatriation. Without limiting the foregoing, Our actions and obligations under this Agreement are ministerial in nature, and all medical care is provided by medical professionals ultimately selected by You and in no event is this Our responsibility. MedFlight Freedom is not liable for any malpractice performed by a local doctor, healthcare provider, or attorney. We retain the medical discretion to limit one Evacuation and/or Repatriation attributable to any single medical condition of You.

EXPENSES NOT COVERED
We will not be responsible for any costs or expenses arising from:

1) Hospital or medical expenses of any kind or nature.
2) Travel arrangements that were neither coordinated by nor approved by Us in advance.
3) Anyone traveling against the advice of a physician, traveling with a chronic or life-threatening condition without medical clearance prior to departure, or traveling for the purpose of obtaining medical treatment.
4) Suicide, attempted suicide, or willful self-inflicted injury.
5) Taking part in military or police service operations or traveling in a country in which the U.S. State Department has issued travel restrictions.
6) The commission of, or attempt to commit, an unlawful act.
7) Injury or Illness caused by or contributed to by use of drugs or alcohol.
8) Pregnancies, except in the case of a major, vital complication during the first two trimesters of pregnancy which presents a clear and significant risk of death or imminent serious injury or harm to the mother or fetus.
9) Mountaineering or rock climbing necessitating the use of guides or ropes, spelunking, skydiving, parachuting, ballooning, hang gliding, deep sea diving utilizing hard helmet with air hose attachment, flying in an experimental aircraft, racing of any kind other than on foot, bungee jumping, operating a vehicle when not properly licensed, or participating in professional sports unless otherwise agreed to in writing by Us prior to Your Coverage Period.
10) Psychiatric, psychological, or emotional disorders.
11) Unless specifically listed herein, incidental expenses, including but not limited to accommodations, local transportation, meals, telephone, and facsimile charges.
12) Subsequent evacuations for the same or related medical condition, regardless of location.
13) Services covered by other valid and collectible insurance, including Medicare.
14) Services not otherwise shown as covered.
15) Members who enroll in this plan while hospitalized.

ELIGIBILITY
You, Your Spouse, and Dependent(s) shall be covered under Family Membership, as outlined in the Program Definitions. You are eligible during the enrollment period for which We have received the appropriate enrollment fee.

PROGRAM COSTS
Once enrolled in MedFlight Freedom, You cannot be singled out for fee increase nor can Your benefits be changed, unless the program costs or benefits are changed for all members of the group. If rates and benefits are changed for the group, individual participant rates will only change upon Your renewal date.
and with proper notification. Program rates are earned as paid after the initial money back review period and Your program costs are guaranteed for the remaining coverage period.

**REIMBURSEMENT TO US AND RIGHTS OF SUBROGATION**

You or a responsible party on Your behalf shall either pay the cost of medical care and treatment, including hospital expenses, directly or shall reimburse Us upon demand for all such costs and expenses which may be imposed upon Us by healthcare providers for the cost of medical care and treatment, including hospital expenses, or related assistance services either authorized by You or deemed to be advisable and necessary by Us under urgent medical circumstances, to the extent that such expenses are not Our responsibility. Such reimbursement shall be without regard to the specific terms, conditions, or limitations of any insurance policies or benefits available to You.

We shall be fully and completely subrogated to Your rights against parties who may be liable for the payment of, or a contribution toward the payment of, the costs and expenses of assistance services provided by MedFlight Freedom or medical care and treatment, including hospital expenses, in the event that We pay or contribute to the payment of them. You must assign to Us any and all rights of recovery under any such insurance plans, including any occupational benefit plan, health insurance, Medicare, or other insurance plan or public assistance program, up to the sum of any payments by Us.