

**GENERAL TERMS AND CONDITIONS**  
**SwissAssist Plus SA**

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With the purchase of a SwissAssist Membership Card (hereafter referred to as *card*), the cardholder has the right to benefit from the service offered by the company SwissAssist Plus SA (hereafter referred to as *SwissAssist*) according to the General Terms and Conditions (hereafter referred to as GTC), until the expiration date of the membership card.

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#### **THE SERVICE**

- The cardholder has the right to contact the SwissAssist call centre in case of illness or injury while at least 400Km from his/her home, and within the area covered by SwissAssist, if he/she has a prognosis of at least three (3) days hospitalization.
- The cardholder has the right to be repatriated to a hospital or a specialised centre near his/her domicile in their home country (specified at the purchase of the card), without any additional costs, aboard an air ambulance, unless contraindicated for medical reasons.
- In every case, SwissAssist will always try to arrange transport aboard a dedicated air ambulance. In case a dedicated air ambulance is not available due to difficulty in arranging transport in certain countries, flying permissions, or difficulty in obtaining the most suitable air ambulance transport for the patient's prevailing medical condition; the cardholder will be flown back aboard a regular aircraft accompanied by a medical team.
- The transport from hospital to airport, and transport from airport to hospital after the flight, is included in the service.

#### **MEMBERSHIP CARDS**

**Bi-weekly Card:** includes free repatriation in the event of illness or accident requiring more than 3 days in hospital while the cardholder is at least 400km away from home. This service is available for the cardholder only. Depending on his/her state of health and at the discretion of the medical team on board, if possible, a maximum of one member of the cardholder's family may travel free of charge on the same air ambulance if they have valid travel documents (passport, visa, etc.). If the air ambulance jet cannot accommodate the family member, SwissAssist will pay for the transport of in a regular aircraft.

Coverage is **valid for 14 days** starting the date selected on the purchase form.

**Monthly Card:** includes free repatriation in the event of illness or accident requiring more than 3 days in hospital while the cardholder is at least 400km away from home. This service is available for the cardholder only. Depending on his/her state of health and at the discretion of the medical team on board, if possible, a maximum of one member of the cardholder's family may travel free of charge on the same air ambulance if they have valid travel documents (passport, visa, etc.). If the air ambulance jet cannot accommodate the family member, SwissAssist will pay for the transport of in a regular aircraft.

Coverage is **valid for 1 month** starting the date selected on the purchase form.

**Annual Card:** includes free repatriation in the event of illness or accident requiring more than 3 days in hospital and the cardholder is at least 400km away from home. This service is available for the cardholder only. Depending on his/ her state of health and at the discretion of the medical team on board, if possible, a maximum of one member of the cardholder's family may travel free of charge on the same air ambulance if they have valid travel documents (passport, visa, etc.). If the air ambulance jet cannot accommodate the family member, SwissAssist will pay for the transport in a regular aircraft.

Coverage is **valid for 1 year** starting the date selected on the purchase form.

**Family Card:** includes free repatriation in the event of illness or accident requiring more than 3 days in hospital and the cardholder is at least 400 km away from home. This service is available for a family unit of 4 members (Parents and children under 12 years old at the time of purchase). Depending on the state of health and at the discretion of the medical team on board, if possible, a maximum of one member of the cardholder's family may travel free of charge on the same air ambulance if they have valid travel documents (passport, visa, etc.). If the air ambulance jet cannot accommodate the family member, SwissAssist will pay for the transport in a regular aircraft.

Coverage is **valid for 1 year** starting the date selected on the purchase form.

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#### **GENERAL CONDITIONS FOR BENEFITING FROM THE SERVICE**

- In order to benefit from the repatriation service the cardholder must be seriously ill or injured and is at least 400Km away from their domicile and within the covered area.
- In order to benefit from a repatriation service by ambulance jet, the cardholder must be hospitalized with a forecasted stay in hospital of at least 3 days.
- SwissAssist has to be informed as soon as possible via its emergency number either by the cardholder, an accompanying person or a relative of the cardholder. Failure to inform SwissAssist as early as possible may result in a rejection of the repatriation service. Repatriation by ambulance jet is only granted to SwissAssist cardholders who are hospitalized at the time of intervention.
- A SwissAssist doctor or its representative will evaluate the situation/health condition and has the right to decline the medical transport in case the cardholder left their domicile in an acute phase of illness/injury which justifies a hospitalization.
- During the flight, the cardholder will be accompanied by a qualified medical team, trained in critical care air transport, and specialized on the pathology of the cardholder. The treatment of the patient during air transport is at the discretion of the treating doctor.
- The cardholder may be accompanied by a maximum of one family member on board. However, in certain aircrafts where space is limited, it will not always be possible to accommodate an accompanying passenger. This also could apply in the case of an acutely ill patient where the safety of the patient is of a priority. The chief pilot decision is final in every case when transporting passengers in the aircraft.
- SwissAssist will choose the nearest hospital to the cardholder's domicile. The choice will be made according to the pathology and the insurance cover of the cardholder, according to the information given to SwissAssist at the time of the purchase.

**Pre-existing medical factors:**

- At the time of travel, the cardholder must not suffer from an acute illness or be in an acute phase of an illness. In the case of a previous accident, we request that the client is no longer in an acute phase of recovery. In all cases, cardholders who left their domicile in an acute phase of illness or accident that justifies hospitalization may not be accepted for repatriation. This fact will be checked by a SwissAssist medical doctor who has the right to decline a transport if the condition is considered acute before leaving the domicile.
- The service is available for cardholders with pre-existing non-acute medical conditions, providing they are stable and deemed fit-to-travel by their doctor.
- In case of pre-existing medical conditions, SwissAssist requests its cardholder to submit a brief medical outline of his/her medical condition by their treating doctor. We do not accept a "fit to fly" certificate.
- A fit-to-travel cardholder should be able to travel unassisted, without the aid of oxygen and to be self-sufficient in walking, climbing stairs, etc.
- We do not accept repatriation of cardholders who reside in a hospice.
- SwissAssist does not cover, at any time, repatriation costs if the cardholder suffers from a sudden and unexpected illness or serious injury related to a pregnancy while travelling. SwissAssist does not cover repatriation costs in case of child birth while travelling.

**Factors relating to cancer:**

- People wishing to travel within *two months* of receiving either chemotherapy or radiotherapy unfortunately are unable to benefit from this repatriation service. After this period, providing the person is fit-to-travel, the cardholder has the right to SwissAssist's repatriation service. In case of any questions or doubt concerning the validity of your purchase please contact SwissAssist by e-mail.
- Cardholders who have had a "metastatic cancer" diagnosis are asked to write an e-mail to SwissAssist in order to evaluate the risk factor of travelling.
- SwissAssist welcomes any questions *in writing* and is happy to help if you think you have a medical condition that may invalidate your repatriation cover. Failure to disclose a serious medical condition might render your repatriation cover invalid.

**Age related factors:**

- Persons who have reached their 80<sup>th</sup> birthday and over will need to provide a brief medical report from a doctor prior to the purchase of a SwissAssist membership card, outlining basic medical risk factors for travelling. This report will be confidential and will not be submitted to third parties.
- Persons over 80 years of age who purchased a SwissAssist card without submitting a medical report, will receive a notice cancelling their membership. If in any doubt, please contact SwissAssist by e-mail.
- In the case of illness or injury, the cardholder must allow the treating medical doctor to access his/her clinical and medical information to the SwissAssist's medical staff. The cardholder's medical condition will be used solely for the purpose of a safe air transport and medication and will not be disclosed to a third party.

**Restrictions:**

- SwissAssist will decline repatriation if the cardholder is travelling specifically for the purpose of obtaining and/or receiving any elective surgery, procedure or hospital treatment, or for fertility treatments.
- If the cardholder refuses the choice of the hospital, and another solution cannot be found, SwissAssist is not obliged to honour the service.
- SwissAssist has the right to decline the repatriation service for medical – legal – political – social or nature related reasons, or events beyond its control.
- SwissAssist has the right to decline the repatriation of an injured or ill cardholder in case of his/her:
  - involvement in any social or political events
  - abuse of drugs or alcohol
  - suicide attempt
  - involvement in any high-risk activity where the cardholder was aware of being in danger
  - involvement in crime activities
  - practice of extreme sports.
- SwissAssist will not pay for "search and rescue" costs, including helicopter rescue.
- SwissAssist offers repatriation worldwide, excluding war or conflict zones. In case of doubt of the areas considered as "war zones", please contact SwissAssist by email prior to travelling. War/conflict areas are changing and any intent to travel to possible conflict areas without prior notification to SwissAssist will render the repatriation invalid.
- For complex flying areas i.e. mountain areas (Nepal, Bhutan, North India, Mongolia, China) and other certain remote areas including North and South America, Alaska, Canada, Antarctica etc. the cardholder should send SwissAssist a written request. Failure to inform SwissAssist will invalidate the repatriation service.
- It is mandatory that in the local area of the injured or ill cardholder there is an adequate airport runway and facilities for landing. In case of doubt it is the cardholder's responsibility to communicate his/her final destination to SwissAssist before travelling.
- It is the responsibility of the cardholder to check, before travelling, if the destination meets the above-mentioned restriction criteria, and if so, to send a written request by e-mail to SwissAssist.

**Luggage and sport equipment:**

- Luggage transport on the aircraft is limited to hand luggage only.
- In case of sport equipment, these can be taken on board if the chief pilot gives permission. With regards to bicycles, the cardholder must ensure that the bicycle is taken to pieces and bubble wrapped securely before boarding. SwissAssist will not collect luggage unless accompanying the cardholder. Permission for any kind of sport equipment transport has to be requested beforehand.

## Visas and documentation

- SwissAssist is not responsible to obtain travel documentation and visas to the incoming country for the cardholder nor for the accompanying passenger. The documentation must be ready and sent to SwissAssist prior to flight take-off.
  - The repatriation of all the passengers (cardholder and family member) must be within the norms for immigration and custom regulations, including visa regulations.
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## DECEASE OF THE CARDHOLDER

In case of the demise of the cardholder, when located over 400km from the domicile declared to SwissAssist and within the covered area, the cardholder has the right of repatriation wherever physically possible.

### The service includes:

- The preparation of the deceased for air transportation, in respect of religion belief and accordingly by law.
  - The deceased transportation from hospital to the airport, and the boarding onto the aircraft.
  - The transport via an aircraft from the destination to the domicile will be offered when legally allowed and with physical access wherever possible.
  - SwissAssist will cover costs *related to the transport*, but will not be liable for the costs of the documents needed, the purchase of the coffin, flowers and any other elements
  - SwissAssist will pay for the legal air transport of the coffin as per EASA regulations and other air transport authorities in the local country.
  - The family of the deceased will be responsible for providing SwissAssist with the relevant documents of the deceased necessary to transport the deceased. Without these documents, SwissAssist will not be able to arrange the transport.
  - Wherever possible, SwissAssist will help the family gather the documentation of the deceased, *but not* for other accompanying family members.
  - SwissAssist will assume the *overland transport* cost of the deceased limited to 100km in both the pick and in the destination of the deceased.
  - SwissAssist will cover reasonable costs of transport for 2 family members to accompany the deceased to the domicile of the cardholder.
  - The service is not valid if the card has been purchased by a third-party following the death of a person.
  - SwissAssist has the right to decline the service and transport of a deceased person in case of failure to conform to SwissAssist's "terms and conditions", in case of undeclared pre-existing medical conditions prior to the death of the cardholder.
  - SwissAssist has the right to decline the repatriation of a deceased cardholder in case of:
    - involvement in any social or political events
    - abuse of drugs or alcohol
    - suicide
    - involvement in any high-risk activity where the cardholder was aware of being in danger
    - involvement in crime activities
    - practice of extreme sports.
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## THE RESPONSIBILITY OF SWISSASSIST

- SwissAssist, within the limitations of the regulations, will organize the complete transport of its cardholder: from the hospital to the airport, the flight in an ambulance jet wherever possible, and the transport to an incoming hospital at the cardholder's domicile.
  - SwissAssist is responsible for the escort, care, and medical assistance of the cardholder during the repatriation flight.
  - SwissAssist is not responsible for the organization of emergency hospitalization at the location of the ill/injured cardholder, while away from their domicile. This is the responsibility of the cardholder.
  - SwissAssist is entitled to independently decide whether to organize the repatriation of a cardholder: this decision will be based on the diagnosis of a local qualified treating doctor. SwissAssist is not responsible for any misdiagnosis of the local treating doctor.
  - SwissAssist is not responsible for any therapies/mistreatments performed prior to the repatriation transport.
  - SwissAssist is not responsible for any inconvenience that might result during the transport of the cardholder in road ambulances to/from the airport.
  - SwissAssist is not responsible for any inconvenience due to unforeseeable circumstances related to events out of its control.
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## PERSONAL DATA

Your personal and electronic data will be treated according to Swiss law (LPD of 19.6.1992) SwissAssist will appoint a person who will be responsible for guaranteeing the effective control of your personal data according to Swiss legislation 11°LPD.

Your personal data is necessary for the purchase of the card and in order to perform all the services offered by SwissAssist. This data will not be forwarded to a third party other than SwissAssist employees and collaborators. SwissAssist is responsible to protect your personal data which will only be used to the purpose you have agreed based on Swiss law 4 LPD.

By finalizing the purchase of a SwissAssist Membership Card, the cardholder automatically declares that he/she has read and agreed to the personal treatment of private data.

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## IMPORTANT NOTES FOR THE CARDHOLDER

- SwissAssist has the right to verify the reliability of the diagnosis of 3 days hospitalization according to the Swiss medical standards.
- The SwissAssist membership card is personal, and is only applicable to the named cardholder. It is not transferable.
- After payment of the membership fee, no refund or reimbursement within reason are possible.
- Renewal of the SwissAssist membership card is NOT automatic.
- The cardholder has the right of a maximum of one flight per year. In case a repatriation request has been denied by SwissAssist, the cardholder will not benefit of any free repatriation during the remaining period of his/her membership.
- The cardholder must communicate by e-mail any changes of address to SwissAssist. SwissAssist has the right to decline the service to the new domicile and to transport the injured/ill cardholder to a hospital located near the domicile declared at the purchase of the membership card.
- At the time of purchase of the card, or renewal of the card, the prevailing terms and conditions of the membership are applicable.
- Any changes of SwissAssist General Terms and Conditions will be published on SwissAssist website ([www.swissassist.ch](http://www.swissassist.ch)), without informing the client. It is the cardholder's responsibility to regularly check SwissAssist website for updates or news. If the cardholder won't agree with the changes applied to the GTC SwissAssist will refund the card, *pro rata temporis*, valid at the time the changes were published. No refund will be offered if, at the time of the request, the service has already been used or initiated by a call to SwissAssist emergency number.

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All the terms and conditions are written in accordance to Swiss Law. By finalizing the purchase of a SwissAssist Membership Card, the cardholder automatically declares to have carefully read, understood and accepted the SwissAssist Plus SA General Terms and Conditions.

This document has been translated into different languages. In case of dispute, the English version is the one with legal validity.

For any dispute, the jurisdiction offices are based in Lugano, Ticino, Switzerland.