



# General terms and conditions of membership and of repatriation

applicable from June 2017



We fly for **your life**

Luxembourg Air Rescue A.s.b.l.  
Aéroport de Luxembourg • L-1110 Findel  
Postal address: B.P. 24 • L-5201 Sandweiler  
[www.lar.lu](http://www.lar.lu)

## 1. Presentation of the aim pursued by LAR

Luxembourg Air Rescue A.s.b.l. (“**LAR**”) is a non-profit organisation registered in the Luxembourg Trade and Companies Register under the number F.701. Its geographical and corporate headquarters are located at Luxembourg Airport, L-1110 Findel.

Its primary goal is to save human lives and to preserve the health of persons in a medical emergency by operating, 365 days a year, an air rescue service using rescue helicopters in such a way to attain any point of the Grand Duchy of Luxembourg within approximately 10 minutes.

By becoming a member of LAR, you are showing your solidarity and are supporting, first and foremost, the provision of an air rescue service using helicopters throughout the entire territory of Luxembourg. That service would not exist without the membership fee, and also helps people who are not members of LAR.

By completing the membership application form and returning it to us, along with the payment of the annual membership fee, you and the members of your family, will become affiliate members of LAR, in accordance with the detailed arrangements set out here below.

## 2. Right of withdrawal

Any subscriber is entitled to withdraw, without giving reasons, within a period of fourteen (14) days. In order to exercise his or her right of withdrawal, the subscriber must provide written notice of his or her decision to withdraw, preferably by registered letter accompanied by a notice of receipt or simply by e-mail ([info@lar.lu](mailto:info@lar.lu)).

## 3. Benefit of Foyer repatriation insurance

By becoming a member of LAR, you benefit from a collective assistance insurance policy which LAR has taken out with **Foyer Assurances S.A. (“Foyer”)**, having its registered office at 12 Rue Léon Laval, L-3372 Leudelange, for the account of its affiliate members, on the terms and conditions set out below.

In practice, the repatriation services for which you are insured by Foyer, including the organisation of those services, will be **provided exclusively by LAR** and its partners as defined hereafter:

Should you cease to be an affiliate member of LAR, you will lose the benefit of the collective assistance insurance policy taken out with Foyer Assurances S.A.

The repatriation service is intended only for the repatriation of affiliate members who are hospitalised or who are receiving medical care from a doctor abroad following a serious accident or a serious illness contracted abroad, and who are unable to return to their residence or get to a hospital near to their residence by their own means, due to the seriousness of their state of health.

## 3.1 What are the arrangements regarding repatriation?

### 3.1.1 The principle of repatriation

The repatriation is carried out as rapidly as possible, taking into account the patient’s state of health, the staffing resources and technical capacities of LAR, and the most economical transport means available. Thus, in certain circumstances, LAR may have to rely on its chosen partners to enable the repatriation in a timely manner.

The means of transport may vary from one repatriation to the other, and the transportation method may be by ambulance, train, commercial airline (with or without medical escort), helicopter or ambulance aircraft.

Repatriation by ambulance aircraft is generally performed by Luxembourg Air Ambulance S.A. (“**LAA**”), a subsidiary of LAR, which has adequate staff and equipment, by the most appropriate means of transport taking into account the state of health of the person to be repatriated and any care needing to be provided.

It is up to LAR’s doctor to declare, on the basis of the information that he or she has been able to obtain from the doctor monitoring the patient abroad, whether the patient is fit to fly, meaning, medically able to cope with the repatriation. It is **LAR’s doctor** who decides on the most suitable means of transportation.

All requests for repatriation are to be made by telephone to **LAR’s Alert Center** at the number indicated on the membership card.

### 3.1.2 Repatriation destination

The repatriation destination is either:

- the residence (as defined below) of the affiliate member, or
- a hospital near to the residence of the affiliate member.

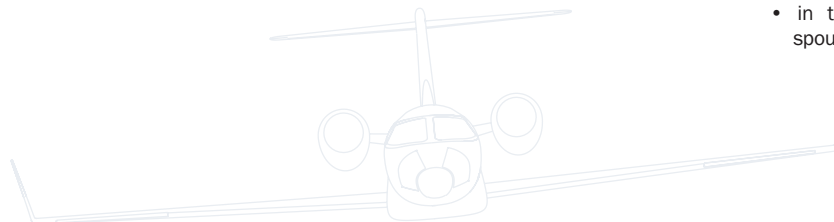
## 3.2 In what circumstances may repatriation take place?

### 3.2.1 Qualifying for the repatriation service

In the event of repatriation, high standards will be applied in terms of safety and quality, corresponding to the medical needs of the affiliate member concerned. The members and patients are LAR’s *raison d’être*. That is why, in assistance cases, the services are focused on the needs of the patients to be repatriated, thus to act in the best way and in the interests of all affiliates of LAR.

For those reasons, the following persons may take advantage of the repatriation service and are thus regarded as affiliates:

- in the case of individual LAR membership: the person in whose name the application form for membership of LAR was filled out, known as “the subscriber”;
- in the case of family membership: the subscriber and his/her spouse and their children.



Life partners, whether or not their union is governed by a specific legal regime, are regarded as spouses, provided that the couple resides at the same address.

The children covered by the family membership are those who are common to the subscriber and his/her spouse or life partner, as well as their own children where the identity of those children has been communicated to LAR on the membership application form. With regards to children who have reached the age of majority, only students are covered by the family membership, and this is conditional to the receipt of a certificate of school attendance being provided to LAR every year.

The repatriation service is provided only to the aforesaid persons needing medical assistance abroad.

Family membership does not cover other persons living with the subscriber (father or mother, brothers and sisters, other relatives or friends, etc.), even if they reside at the same address, and such persons do not therefore benefit from the repatriation service.

The spouse or life partner, as well as the latter's own children, will lose the benefit of the subscriber's family membership in the event of divorce, break-up of the partnership or de facto separation.

### 3.2.2 Exclusions linked to the status of being a beneficiary

In addition, the repatriation obligation shall exist only on condition that:

- LAR has received the first payment of the membership fee at least 1 month before the first request for repatriation, and
- the subscriber has established his or her residence (as defined below) on the territory of the Grand Duchy of Luxembourg or in the Benelux countries, France, Monaco, Germany, Austria, Switzerland or Liechtenstein.
- For the purposes hereof, "residence" means actually living, on a continuous basis, in a dwelling which is the principal residence of the person concerned, on the territory aforesaid. The benefit of the service shall not be available to the subscriber or members of the subscriber's family where the subscriber resides for a substantial part of the membership year abroad.

The length of the stay abroad must **not exceed 100 consecutive days**. This clause does not apply to **students** staying abroad in the context of their studies.

Upon request, before or after repatriation, the subscriber shall provide any supporting document that LAR may consider useful in showing that the dwelling in question constitutes the real, main residence of the subscriber, occupied on a continuous basis, on the territory of the Grand Duchy of Luxembourg or in the countries aforesaid. The burden of proving fulfilment of the residence conditions is thus on the subscriber.

In the event of refusal to provide supporting documents, or if the documents provided do not adequately demonstrate the location of the dwelling in question to be the actual, primary / main residence of the subscriber, occupied on a continuous basis, the repatriation will not be performed. If it has already taken place, reimbursement of the repatriation costs incurred may be claimed. The same shall apply in the event of refusal to provide a certificate of school attendance for children who have attained the age of majority.

The adopted child, born abroad, of an affiliate member shall not enjoy the benefit of the assistance until after he or she has arrived at the subscriber's residence.

### 3.2.3 Provision of assistance to sick or injured persons

Affiliate members shall be repatriated when they are seriously ill or seriously injured in the course of travelling abroad and their state of health is not such as to permit them to return to their residence or get to a hospital near to their residence by their own means.

The repatriation decision shall be taken by LAR's doctor in consultation with the attending physician on site.

The repatriation shall be to the Grand Duchy of Luxembourg or to the other countries aforesaid of the subscriber (see 3.2.2). In order for LAR to be able to organise and carry out the repatriation of an affiliate, the latter must be in a hospital or undergoing treatment by a doctor who can act as an interlocutor with LAR's medical staff. Since the purpose is to intervene in the context of a serious accident or a serious illness that has occurred abroad, the following are excluded from the repatriation services covered by the insurance:

- cases of minor conditions or benign lesions which can be treated locally and which do not prevent the affiliate member from continuing his or her travels or stay;
- cases of post-operative complications arising following a surgical operation programmed and carried out abroad;
- cases of aggravation of an illness or pathological state which came into being prior to departure and which, before the departure abroad, were such as to render repatriation more probable;
- illnesses and accidents due to deliberate tortious intent or an addiction, including the consequences thereof, as well as cases where the affiliate member is undergoing detoxification treatment;
- for reasons of safety and security during the transport, affiliate members suffering from psychological, psychogenic or psychosomatic illnesses;
- cases of attempted suicide and the complications arising therefrom;
- the consequences of the use of alcohol;
- the consequences of the use of narcotics and/or drugs that have not been medically prescribed.

Persons accompanying the affiliate member who is to be repatriated are not covered by the repatriation service. Similarly, baggage and personal effects belonging to such persons, or pets, shall not in principle be repatriated either. Nor shall the remains of a member who has died abroad be repatriated.

No liability is accepted for damage to materials and equipment related to the repatriation.



### 3.3 From what countries can the repatriation take place?

Affiliate members are repatriated from **anywhere in the world**, provided that the **safety and security** of the affiliate member who is repatriated, and of the medical and technical staff, can be **guaranteed**.

Consequently, repatriation is excluded from, in particular, foreign countries and regions:

- which are in a state of civil and/or military war;
- the security of which is troubled by insurrections, riots, popular movements, reprisals, restrictions on freedom of movement, general strikes, and/or acts of terrorism;
- the environment of which is threatened by, or has suffered, discharges of heat or irradiations arising from the transmutation or disintegration of an atomic nucleus, and/or from radioactivity;
- in respect of which force majeure makes it impossible to carry out the repatriation services.

### 4. Period of cover and renewal of membership

The initial membership, and thus the first period of coverage, shall take effect 1 month after receipt of payment of the annual membership fee by LAR. The period of coverage shall end the following year, on the last day of the month following the month in which the payment was received, unless the subscriber has renewed his or her membership by paying a new membership fee for the following year. For example, for a membership fee payment received on 16 March 2017, the period of cover will begin on 16 April 2017 and end on 30 April 2018.

Renewal of membership shall not take effect until LAR has received payment of the annual membership fee, and shall generate a new affiliation card.

### 5. What data are processed by LAR, and how are they processed?

LAR collects and processes data concerning members for the purposes of the administration of the association and the management of its accounts, management of members and donors and of the services provided, management of membership payments and donations, canvassing for new members and donors and, generally, as required by the applicable legislation.

This data is not communicated to any third party except for competent authorities where this is required by law or to service providers, contractors and partners supporting repatriation services.

Each member has a right of access and to rectify of his or her data, which may be accomplished by contacting the Members department (info@lar.lu).