

GENERAL CONDITIONS OF THE TRAVEL ASSISTANCE CONTRACT ENTERED INTO BETWEEN VUELING AIRLINES, S.A. AND EUROP ASSISTANCE ESPAÑA, S.A. DE SEGUROS Y REASEGUROS

Multi-causal Cancellation

INSURER

EUROP ASSISTANCE ESPAÑA, S.A. DE SEGUROS Y REASEGUROS (hereinafter **EUROP ASSISTANCE**), which assumes the risk defined in the contract herein.

POLICYHOLDER

The individual person or legal entity which, together with the Insurer, signs the contract herein and to whom the corresponding duties derived in contract apply, excepting those which, due to the nature thereof, must be fulfilled by the Insured Party.

INSURED PARTY

An individual with **usual place of residence in any European country or country bordering the Mediterranean**, listed in the Specific Terms and Conditions, who contracts a flight with **VUELING** and is notified to **EUROP ASSISTANCE**.

Persons of less than two years of age shall also be considered as insured parties.

PURPOSE OF THE INSURANCE

The purpose of the insurance herein is to establish insurance for the cost of the cancellation of the airline ticket and extras contracted by the Insured Party from the webpage of **VUELING** together with the Multi-Causal Cancellation Insurance herein. The policy shall be governed in accordance with the general terms and conditions herein. **The settlement of possible indemnity due to the cancellation of the journey contracted and insured shall be applied in Euro.**

TERRITORIAL SCOPE

The cover of the insurance policy herein shall be valid worldwide.

RISKS COVERED

The risks covered by the Insurer leading to the reimbursement of the cancellation costs are indicated below, provided that the occurrence thereof is between the date of the subscription of the insurance and the date for the commencement of the journey, directly affect the Insured Party and that the existence of the said risks was unknown at the time of the subscription of the insurance:

- Any cause which may be proved by means of the justifying document issued by a third party, be this a Registered Professional, Public Authority or Private Company, is unforeseeable, inevitable and beyond the control of the Insured Party, which does not feature within the list of policy exclusions and which necessarily impedes travel on the dates contracted.

The amount of the air fare shall be reimbursed, along with the levies and extras purchased in the airline ticket booking process. Under no circumstances shall charges due to credit card payment, taxes or the amount of the insurance of **EUROP ASSISTANCE** be reimbursed.

Where the cause leading to cancellation does not directly affect the Insured Party, the following circumstances shall also be covered:

- Serious illness, accident causing serious bodily harm or death of spouse, parents, sons and daughters, siblings, grandparents, nieces and nephews, siblings-in-law, children-in-law, parents-in-law or civil partner.

With regard to the insurance cover, the following are understood to mean:

Serious illness: a deterioration of health verified by a medical professional, that obliges bed rest and involves the cessation of all activities be they professional or private.

Serious accident: Serious accident: any injury to the body derived from a cause which is violent, sudden, external and unintentioned by the victim, the consequences of which impede a normal relocation from the usual place of residence thereof.

The consequences of illness or accident appearing subsequent to the subscription of the insurance or those due to pre-existing conditions are also included, provided that the said consequences had not previously become apparent and serious at the time of the subscription. Serious psychiatric illness is likewise included under the terms covered herein.

In the event that the illness or accident affects one of the aforementioned persons, other than the insured party, serious shall be understood to imply the need for hospitalisation or the risk of imminent death.

The insurer also guarantees the reimbursement of the cancellation costs of up to one companion registered in the same booking and also in insured.

AMOUNTS COVERED

The joint limit of the indemnity shall consist of the amount of the airfare, the levies and extras purchased in the airline ticket booking process, up to a maximum of 100% of the booking. Under no circumstances shall charges due to credit card payment, taxes or the amount of the insurance of **EUROP ASSISTANCE** be reimbursed.

In order to be eligible for the reimbursement of costs, the subscription of the Cancellation insurance is essential for the passengers included in the travel booking and, therefore, each must pay the premium thereof.

In the event of loss, the date shown on the documents justifying the loss (medical report, death certificate, hospital admission report, etc.) shall in all cases be considered as the date of the cancellation of the journey or services contracted. The cancellation must be notified to **VUELING** at the same time as the event leading thereto, or during the following 48 hours at the latest. The Insurer shall otherwise reserve the right to pay the corresponding indemnity that would be due if the cancellation had been notified within the indicated timescale.

PROCEDURES IN CASE OF CANCELLATION

The Insured Party must inform **EUROP ASSISTANCE** of the cancellation of the journey by calling **00442034508051**, fax no. **91.514.98.92**, or in writing to: **Orense nº 4, planta 10, 28020 Madrid**, or by visiting the web page vueling.europ.es from which the page "Online claims processing" may be reached in order to create a personal reimbursement application. The documents accrediting the cause of the cancellation of the journey and the invoices and corresponding original justifying certificates must subsequently be sent to:

**Apartado de Correos 36316
28020 MADRID**

In the event that more than one cause for the insured loss exists, the cause of the loss shall always be considered to be the first which occurs and is justified by the Insured Party.

The Insured Party must notify EUROP ASSISTANCE of the occurrence of the loss within a maximum period of 7 days as of the event.

In order for costs to be reimbursed, the insured party must submit the dated, documents which reasonably accredit the event provoking loss and are requested by the Insurer, such as, in the event of:

- Serious illness or accident:
 - * Medical report from the doctor attending the person whose illness or accident gives rise to the loss.
 - * Documentation justifying the relationship with the insured party, where applicable.
- Death:
 - * Death certificate
 - * Documentation justifying the relationship with the insured party, where applicable.
- Summons included in the insurance: official certificates, written communications.

Remaining cover: Official certificates, invoices, police reports or any original document justifying the cause of the loss.

IN ANY EVENT, IT SHALL BE NECESSARY TO PROVIDE:

- 1. Copy of the booking made with Vueling with the confirmation and breakdown of the services contracted.**

- 2. Invoice for the flight contracted, issued by Vueling**
- 3. Certificate issued by Vueling indicating that the ticket has not been used.**

PROCEDURES TO BE UNDERTAKEN BY THE INSURED PARTY IN THE EVENT OF A COMPLAINT

EUROP ASSISTANCE makes a Complaints Service system available to Insured Parties, the Regulations of which may be consulted at the website www.europ-assistance.es. Policyholders, insured parties, beneficiaries, aggrieved third parties or assignees of any of the aforementioned may present complaints in the section "Customer Protection" of the website or in writing to the Complaints Service:

Address: Servicio de Reclamaciones
Cl. Orense, 4 – Planta 14
28020 - MADRID

This independently managed Service shall, within a maximum period of 2 months, attend to and resolve the written complaints directly addressed to it, in compliance with the Statute ECO/734/2004 of March 11 and Statute 44/2002 of November 22.

Having exhausted the procedure of the Complaints Service system, the claimant may present the complaint to the 'Comisionado para la Defensa del Asegurado y del Partícipe en Planes de Pensiones' (Commission for the Defense of Insured Parties and Pension Plan Participants) which is assigned to the General Directorate of Insurance and Pension Funds, the address of which is:

Pº de la Castellana, 44
28046 - MADRID

EXCLUSIONS

The following events are excluded from the cover:

A) Any cause which is not demonstrated by means of the justifying documents which corroborate the motive for cancellation.

B) The amount by which the Insured Party or Parties may be indemnified by a third party.

C) Acts on the part of the Insured Party:

- 1. Failure on the part of the insured parties to present any document essential for travel (passport, airline tickets, visas, vaccination certificates, etc.), other than in the case of failure to grant visas without justification provided that the Insured Party has followed the necessary administrative procedures in the time and manner established for the concession thereof.**
- 2. Those caused intentionally by the insured party.**
- 3. Fraudulent activity, self-harm or suicide.**
- 4. Those which originate in an act of reckless endangerment, gross negligence or are derived from criminal acts.**

5. Any accident which occurs whilst the insured party is under the influence of alcohol, drugs, narcotics, psychoactive drugs, stimulants and other similar substances.

In order to determine the influence of the aforementioned, regardless of the type of accident concerned, reference shall be made to applicable legislation with regard to the movement of motor vehicles and highway safety.

D) Events:

1. Wars, whether declared or otherwise, riots, acts of terrorism, the effects of radioactivity, popular movements, closure of borders, as well as the conscious disobedience of official prohibitions.
2. Any natural disaster, such as any of the following natural phenomena: earthquakes and tsunamis, extraordinary flooding (including wave damage), volcanic eruptions, cyclonic storms (including extraordinary gusts exceeding 135 km/h), tornadoes, fire and storms: Meteorological phenomena consisting of severe atmospheric changes, with the presence of lightning, thunder, intense wind and rain, snow or hail.
3. Quarantine, other than quarantine observed by the Insured Party in accordance with the instructions of the treating medical practitioner, epidemics or pollution in the country of destination.
4. Cancellation of events such as sporting, cultural, social and leisure events, other than those which are cancelled by the organiser of the event itself, which may be demonstrated by means of the corresponding justification statement and provided that the attendance thereof consisted of the primary motive for the journey, in which case the Insurer shall request documentation demonstrating the intention to attend the event on the part of the Insured Party, such as entrance tickets, bookings or registrations in which the specific date of the event is indicated.
5. Withdrawal (whether temporary or otherwise) of the service of the means of transport due to the recommendation of the manufacturer, civil or port authority.
6. Those in which the cause is a consequence of strikes.
7. Those in which the cause is a consequence of a failure or fault in the means of transport (other than damage to roadways or railways due to avalanche, snow or flooding) where prior knowledge thereof existed at the time of the subscription of the insurance or booking of travel and/or stay or similar, other than where it may be demonstrated that, as a consequence of the fault or failure of the

means of transport, the cancellation of the flight resulted due to this being the means chosen to reach the departure airport for the flight contracted. The Insurer shall request the necessary documentation to demonstrate cancellation due to this cause (tow truck report, testimony of law enforcement officers, or justification on the part of the transport company used in order to arrive at the airport) which must be dated and indicate the time of the incident leading to cancellation.

8. An insufficiency in the number of participants/bookings for the performance of the journey or overbooking.

9. Those resulting from the bankruptcy, suspension of payments, disappearance or failure to comply with the contract on the part of the provider of the service to which the insurance contracted is linked.

10. The absence of unforeseen circumstances or the simple desire not to travel.

E) Financial/employment situation

1. Changes in employment/leave permission affecting the insured party, other than those arising unilaterally on the part of the company where the insured party is employed.
2. Changes in the financial circumstances of the Insured Party, other than in the following cases:
 - Dismissal or redundancy of employees who have enjoyed a period in excess of six months of permanent employment and who were not conscious of becoming unemployed when the journey was contracted.
 - Recruitment to a new company, provided that the said recruitment occurs subsequent to the subscription of the insurance and that, on the date of purchase of the journey, no knowledge of this event was extant.
 - Extension of an employment contract notified subsequent to the date of the purchase of the journey.
 - The forced relocation of the Insured Party away from the place of residence thereof, for employment reasons and for a period exceeding three months, to a destination located in excess of 300 km from the usual place of residence.

F) Illnesses:

1. Pre-existing: Those arising from chronic or pre-existing illnesses of the Insured Party, provided that these do not represent unexpected deteriorations and necessarily impede travel.

Chronic or pre-existing illnesses affecting any of the insured parties which, once stabilised, have resulted in imbalances or acute episodes within the 30 days preceding the subscription of the policy.

2. Refusal on the part of the Insured Party to receive a visit from a medical loss adjuster where the insurer determines the inspection to be necessary.

3. Where the object of the journey is cosmetic treatment, a medical remedy, the lack of or contraindication of vaccination, the impossibility of following recommended preventative medical treatment in specific destinations, voluntary termination of pregnancy, treatment for alcoholism, the consumption of drugs or narcotics, other than where these have been prescribed by a doctor and are consumed in the manner indicated thereby.

G. The absence of unforeseen circumstances or the simple desire not to travel.