

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

### Luggage Only

#### 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 subscribes the travel assistance insurance herein associated with the aforementioned flight, prior to the commencement of the date of travel and whose details are notified to **EUROP ASSISTANCE**.

#### COVERED IMMEDIATE FAMILY MEMBER

Spouse, civil partner duly registered in the corresponding Official Register, parents, parents in-law, children or siblings of the Insured Party.

#### ACCIDENT

An injury to the body or physical damage suffered during the term of the contract, which is caused by a violent, sudden, external event unintentioned by the Insured.

#### LUGGAGE

Clothes and other items for personal use and hygiene necessary during the journey, stored inside the suitcase/s.

#### THEFT

Removal of another's movable property with violence or intimidation to persons or the use of force.

#### PETTY THEFT

Removal of another's movable property without violence or intimidation to persons or the use of force.

#### PURPOSE OF THE CONTRACT

To insure against the consequences of those risks whose coverage is specified herein and which occur as a consequence of a chance event during the course of a journey away from the Usual Place of Residence, within the geographical scope covered and within the limits indicated herein. Coverage under the contract shall cease to have effect once

the journey is terminated and upon the return of the Insured Party to the Usual Place of Residence

#### DURATION OF THE JOURNEY

Cover shall be provided solely for journeys included in a flight ticket contracted with **VUELING**.

#### USUAL PLACE OF RESIDENCE

The usual place of residence of the Insured Party is understood to be that which is located in any European country or country bordering the Mediterranean, is recorded in the purchase of the flight and from where the journeys covered herein are undertaken.

#### TERRITORIAL SCOPE

Cover shall be provided for the countries included in a flight ticket contracted with **VUELING**.

**Those countries which, during travel, are found to be in a state of war, insurrection or armed conflict, whether officially declared or otherwise, are excluded, even where indicated within the geographical scope subscribed. In this case, EUROP ASSISTANCE shall reimburse the expenditure covered and adequately substantiated through the production of the original accrediting invoice.**

#### DISTANCE EXCLUSION

Assistance shall be valid after covering 35km from the Usual Place of Residence of the Insured Party (15 km on islands).

#### PROCEDURES IN THE EVENT OF INSURED LOSS

**Following an event which may give rise to the provision of any of the coverage in the contract, immediate notification of the insured loss shall be an essential prerequisite, either by telephone to the number 00442034508051, to fax no. 91.514.99.50 or by other means which provide proof of the notification of said loss. In general terms, those benefits which have not been previously notified to EUROP ASSISTANCE and those for which the corresponding authorisation has not been received shall be expressly excluded.**

In the event that the aforementioned notification is prevented by force majeure, steps must be taken forthwith to end the circumstance impeding the notification thereof.

Contact having been established, the insured party shall indicate: **Name and surname, present location, contact telephone number**, and shall detail the circumstances of the loss and the type of assistance requested

Having received notification, **EUROP ASSISTANCE** shall give the necessary instructions with the aim of providing the service requested. In the event that the Insured Party acts contrary to the instructions given by

**EUROP ASSISTANCE**, the expenditure incurred thereby shall be borne by the Insured Party.

The reimbursement of any contractual expenditure may be requested via [vueling.europ.es](http://vueling.europ.es), from which the page "Online claims processing" may be reached in order to create your own reimbursement application and to follow up claims, or in writing to apartado de correos 36316 (28020 Madrid). **PRESENTATION OF THE ORIGINAL INVOICES AND JUSTIFICATION STATEMENTS SHALL BE NECESSARY IN ANY EVENT**

#### **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](http://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

#### **SUBROGATION**

**EUROP ASSISTANCE** shall be subrogated, up to the total cost of the services provided thereby, into the rights and proceedings corresponding to the Insured Party against any person responsible for the events and leading to the intervention thereof. Where the guarantees undertaken in performance of the Contract herein are covered in part or wholly by another Insurance Company, Social Security or any other institution or person, **EUROP ASSISTANCE** shall be subrogated into the rights and proceedings of the Insured Party against the said company or institution. To this end, the Insured Party undertakes to actively collaborate with **EUROP ASSISTANCE** providing any help or furnishing whatever documentation may be considered necessary.

In any event, **EUROP ASSISTANCE** shall have the right to use or request from the Insured Party the handover of the transport ticket (rail ticket, flight ticket, etc.) retained by the Insured Party, where the return costs have been met by **EUROP ASSISTANCE**.

#### **LIABILITY**

An insured loss having occurred, **EUROP ASSISTANCE** shall decline any liability regarding the decisions and conduct assumed by the Insured Party contrary to its instructions or those of the Medical Service thereof.

#### **LEGISLATION AND GOVERNING LAW**

For the purposes herein, the Insured Party and **EUROP ASSISTANCE** shall be subject to Spanish legislation and jurisdiction. A judge having jurisdiction at the Usual Place of Residence of the Insured Party shall acknowledge the entitlements in contract.

#### **INSURANCE LIMITS**

The amounts which are shown as a limit for each of the provisions herein are understood to be maximum cumulative amounts during travel.

### **INSURANCE COVERAGE**

#### **1.- Luggage search.**

In the event that the Insured Party suffers a delay or loss of luggage, **EUROP ASSISTANCE** shall assist in the search, advising on the steps to present the corresponding formal complaint. In the event that the luggage is found, **EUROP ASSISTANCE** shall deliver it to the country of the Usual Place of Residence of the Insured Party, provided that the presence of the owner is not required for the recovery thereof.

#### **2.- Cancellation of Cards.**

At the request of the Insured Party, **EUROP ASSISTANCE** shall, within the shortest time possible, undertake the procedures necessary for the cancellation of bank and non-bank cards issued by third parties in Spain, as a consequence of the theft or misplacement thereof. The Insured Party must personally provide the following details: ID card no., type of card and issuing institution. **In any event, the presentation of the corresponding formal complaint made before the corresponding authorities shall be required..**

#### **3.- Loss, damage and theft of luggage.**

In the event that, during the journey, the luggage which has been checked in becomes permanently lost or suffers severe damage, be this due to reasons attributable to the transporting Company or to theft, **EUROP ASSISTANCE** guarantees the payment of indemnity of **up to 60 Euro per item and a maximum of 600 Euro.**

In order for the indemnity to be applicable, the loss or damage caused must be proven by the justification statement provided by the Transporting Company.

In the event of the theft of luggage, it shall be essential to present the corresponding formal report made to the competent authorities where the event took place.

In any event, a detailed list and valuation of the items stolen, lost or damaged shall be necessary, **as well as the boarding card.**

**The integral parts or accessories of an item shall not be indemnified separately.**

**Petty theft, simple loss, money, jewellery, electronic and digital equipment, documents, and the theft of luggage or personal items kept in vehicles or tents shall be excluded, as shall any type of luggage which has not been checked-in.**

**4.- Luggage delays.**

In the event that the delay in the delivery of checked-in luggage caused by the transporting company exceeds 12 hours or one night, the expenditure arising from the purchase of necessary personal items in the place where the delay occurs shall be reimbursed (following submission of the corresponding original invoices, the boarding card and the written justification of the delay issued by the transport company), **up to a limit of 50 Euro for each 12 hour period and a maximum of 300 Euro.**

**This indemnity shall be deductible from that corresponding to the cover in "Loss, damage and theft of luggage" should permanent loss be established.**

**This cover shall not apply to delays or purchases of items for personal use in the province where the Insured Party has the Usual Place of Residence.**

**5.- Loss or theft of travel documents**

**EUROP ASSISTANCE** shall reimburse the corresponding administrative and procurement expenses incurred by the Insured Party to replace credit cards, bank cheques, travellers cheques or fuel cheques, travel tickets, passport or visas which have been lost or stolen during the journey or stay, **up to a limit of 300 Euro.**

**The damages occasioned by the loss or theft of a passport or the unlawful use thereof by a third party are not covered and, consequently, shall not be indemnified.**