

**GENERAL CONDITIONS OF THE TRAVEL ASSISTANCE CONTRACT SUBSCRIBED
BETWEEN VUELING AND EUROP ASSISTANCE**

LUGGAGE INSURANCE

CONTRACT Nº 5E5

INSURER

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

INSURANCE POLICYHOLDER

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

INSURED PARTY

A physical person with **usual place of residence in any European country or country bordering the Mediterranean**, indicated in the Specific Terms and Conditions, who purchases a flight with **VUELING** and is notified to **EUROP ASSISTANCE**.

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 beyond the control of the Insured Party.

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. The contract guarantees will cease to have effect once the journey is terminated and the Insured Party returns to his or her Usual Place of Residence.

DURATION

Cover shall be provided 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 and is recorded in the purchase of the flight ticket.

GEOGRAPHICAL SCOPE

Assistance shall be valid worldwide.

Those countries which, during travel, are found to be in a state of war, insurrection or armed conflict, whether officially declared or not, are excluded even where indicated among the countries stated herein. In this case, EUROP ASSISTANCE shall reimburse the expenditure covered and adequately substantiated through the production of the original accrediting invoice.

PROCEDURES IN CASE OF ACCIDENT

Following an event which may give rise to the provision of any of the coverage herein, immediate notification of the loss shall be an essential prerequisite, either by telephone to the number 442034508051, to fax no. 91.514.99.50 or by other means which provides proof of the notification of said loss. In general terms, those provisions 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, immediate steps must be taken to end the circumstance impeding 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 in order to provide the service requested. Should the Insured act contrary to the instructions given by **EUROP ASSISTANCE**, the costs incurred thereby shall be borne by the Insured Party.

THE REIMBURSEMENT OF ANY EXPENDITURE MAY BE REQUESTED VIA WWW.EUROP-ASSISTANCE.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 ALL CASES

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

EUROP ASSISTANCE makes a Complaints Service system available to Insured Parties whose Regulations 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 Service, which functions independently, shall, within a maximum period of 2 months, attend to and resolve the written complaints directly addressed thereto, in compliance with 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 the Insured and Pension Plan Participants) which is assigned to the General Directorate of Insurance and Pension Funds, whose address is:

Pº de la Castellana, 44
28046 - MADRID
www.dgsfp.mineco.es/DGSFP/Comisionado/

SUBROGATION

EUROP ASSISTANCE shall be subrogated, up to the total cost of the services provided, to the rights and proceedings corresponding to the Insured Party against any person responsible for the events and which have led to its intervention. Where the guarantees undertaken in performance of this Contract are covered in part or wholly by another Insurer, Social Security or any other institution or person, **EUROP ASSISTANCE** shall be subrogated to the rights and entitlements of the Insured against the said company or institution.

To this effect, the Insured Party undertakes to actively cooperate with **EUROP ASSISTANCE**, providing any help or furnishing whatever documentation which 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 (train ticket, flight ticket, etc.) retained by the Insured Party, where the return costs have been met by **EUROP ASSISTANCE**.

LIABILITY

A loss having occurred, EUROP ASSISTANCE shall not accept any liability whatsoever regarding the decisions and conduct adopted by the Insured Party where these are contrary to its instructions or those of its Assistance Service.

LEGISLATION AND GOVERNING LAW

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

LIMITS OF COVERAGE

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

COVERAGE

1.- Luggage search.

Should the Insured Party suffer a delay or loss of luggage, **EUROP ASSISTANCE** will assist in the search thereof, advising on the steps to present the corresponding formal complaint. If the luggage is found, **EUROP ASSISTANCE** shall deliver it to the Usual Place of Residence of the Insured Party, provided that the presence of the owner is not necessary for its recovery.

2.- Loss, damage and theft of luggage.

If, during the journey, the luggage which has been checked in becomes permanently lost or suffers severe damage for reasons attributable to the transporting Company, **EUROP ASSISTANCE** guarantees the payment of indemnity **up to 60 euros per item and a maximum of 600 euros per suitcase checked-in.**

In order for compensation to apply, the loss or damage caused must be proved by means of the original justification statement provided by the Transporting Company.

In the event of theft of luggage, it shall be essential to present the corresponding formal report made to the competent authorities where the event took place and the claim to the Public Establishment if the theft took place in such.

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

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

Petty theft, simple loss, money, jewellery, electronic and digital equipment, documents, and the theft of luggage or personal items kept in vehicles or tents are excluded.

3.- Luggage delays.

If the delay in the delivery of checked-in luggage, caused by the transporting company, is greater than 12 hours, the expenditure in the purchase of necessary personal items in the place where the delay occurs shall be reimbursed (the corresponding original invoices must be produced as well as the original boarding card and the written justification of the delay issued by the airline) **up to a limit of 50 Euros for every 12 hours delay, with a maximum limit of 300 Euros.** **This indemnity shall be deductible from that corresponding to the cover in "Loss, damage and theft of luggage" should permanent loss be established.** **This guarantee 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.**

4.- Loss or robbery of passport during journey abroad.

The corresponding expenses, **up to a maximum of 300 Euros**, for the duly justified steps and procurement which the Insured Party must undertake to replace a passport lost or stolen during the journey or stay abroad are covered. **The damages occasioned by the loss or theft of a passport or its unlawful use by a third party are not the subject of this cover and, consequently, will not be indemnified.**

5.- Cancellation of cards due to loss or theft.

Has the goal of notifying third-party institutions in Spain or Portugal of the robbery, theft or loss of bank and non-bank cards, for their consequent cancellation, at the behest of the Insured and in the shortest time possible. The Insured Party must personally provide the following details: ID card no., type of card and issuing institution. **In all cases, the presentation of the corresponding formal complaint made to the pertinent authorities shall be necessary.**