

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

Basic Cancellation Insurance

1.- DEFINITIONS

INSURER

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

POLICYHOLDER

The **private individual 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.

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.

INSURANCE EXCESS

The corresponding part of the amount of expenditure to be borne by the Insured Party.

2.- PURPOSE OF THE INSURANCE

The purpose herein is to establish insurance for the cost of the cancellation of the airline ticket and extras contracted by the Insured Party from the website of **VUELING** together with this Basic Cancellation Insurance (1OM). 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.**

3.- TERRITORIAL SCOPE

Cover under this insurance policy shall be valid worldwide.

4.- AMOUNTS INSURED

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

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 travel 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 time period.

5.- PROCEDURES IN CASE OF CANCELLATION

The Insured Party is required to make **EUROP ASSISTANCE** aware of the cancellation of travel by means of an email to claimsvueling@europ-assistance.es, or by entering the website vueling.europ.es where the page "Online Processing" may be accessed in order to manage your own reimbursement request, attaching the documents that evidence the cause for the cancellation of travel, along with the relevant invoices or documents related thereto.

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.**

You shall notify us of the insured loss within a maximum period of 7 days as of the date of the event giving rise to the claim for reimbursement. 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.

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.**

6.- 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, dated March 11 and Act 44/2002, dated 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 Defence of Insured Parties and Pension Plan Participants), the address of which is:

Pº de la Castellana, 44
28046 - MADRID

INSURANCE COVERAGE

RISKS COVERED

The risks covered by the Insurer giving rise 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 travel or the service contracted, directly affect the Insured Party and that the existence of the said risks was unknown at the time of the subscription of the insurance:

Causes covered without Insurance Excess:

1. Serious Illness and/or Accident requiring at least one night of hospitalisation of the Insured Party.
2. Death of the Insured Party or first-degree family member thereof (spouse, civil partner, parents, children or siblings)

Causes covered with 15% Insurance Excess:

1. Illness and/or Accident involving the Insured Party, preventing the commencement of travel and which does not entail at least one night of hospitalisation.

The amount of the air fare shall be reimbursed, along with the extras purchased in the airline ticket booking process. Under no circumstances shall airport surcharges, charges due to credit card payment or the

amount of the insurance of **EUROP ASSISTANCE** be reimbursed.

With regard to the insurance cover **concerning the Insured Party**, the following are understood to mean:

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

Serious accident: any bodily injury derived from a cause which is violent, sudden, external and unintentional on the part of 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.

EXCLUSIONES

This policy does not cover the costs arising from the booking of excursions, visits, entrance tickets or any other costs which are not exclusively related to transport. Likewise, the policy does not cover the consequences of the following events:

1. Those intentionally caused by the Insured Party or the Beneficiaries of the policy.
2. Illnesses and accidents derived from the consumption of alcoholic beverages, narcotics, drugs or medicines, other than those which have been prescribed by a doctor.
3. Those which are the result of reckless disregard or negligence, as well as those which derive from criminal acts and participation in wagers, challenges or disputes, other than in cases of legitimate self-defence.
4. Suicide, attempted suicide or self-harm on the part of the Insured Party.
5. Epidemics or infectious diseases which appear suddenly and spread rapidly through the population, as well as those caused by pollution and/or contamination of the atmosphere.
6. Wars, demonstrations, insurrections, acts of terrorism, sabotage, and strikes, whether officially declared or not.
7. The transmutation of the atomic nucleus, as well as radiation caused by the artificial acceleration of atomic particles.
8. Telluric movements, flooding, volcanic eruptions and, in general, those elements which are caused by the release of the forces of nature.

9. Refusal to submit to official prohibitions.
10. Lack or impossibility of vaccination or to follow the necessary medical treatment in order to travel to certain countries.
11. The failure to present and/or expiry of the necessary travel documents, such as passport, visa (other than the unexpected failure of the grant of visas without justification), tickets or ID cards.
12. Any meteorological event which entails not undertaking the activities envisaged during travel, excepting cover due to the official declaration of a disaster area.
13. Any cause which is not demonstrated by means of the justifying documents which corroborate the motive for cancellation.
14. Any illness which is not serious in nature, other than those expressly covered.
15. Any cause which leads to the cancellation or annulment of the travel purchased and which is not specifically detailed as cover in the corresponding article shall be expressly excluded.
16. Quarantine.
17. Chronic or pre-existing illnesses.