

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

Optional Pet Assistance Insurance

1.- DEFINITIONS

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 Pet.

INSURED PARTY

Private individual, with usual place of residence in any European country or country bordering the Mediterranean who travels with the pet thereof on a flight purchased with **VUELING AIRLINES, S.A.**, subscribes this optional insurance and is notified to **EUROP ASSISTANCE**.

INSURER

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

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 from which the flight purchased with **VUELING AIRLINES, S.A.** commences and which is stated in the purchase thereof. In the event that the relocation of a person is necessary to accompany the pet, pursuant to the coverage of the Contract herein, the said relocation shall be made from the country of the Usual Place of Residence as defined in this section.

SERIOUS ILLNESS

Any unexpected alteration in the state of health the Insured Pet which renders the commencement of Travel impossible, impedes the continuation thereof on the anticipated date or carries with it the risk of death.

SUDDEN ILLNESS

A deterioration in the state of health of the Insured Pet occurring during Travel covered by the contract, the diagnosis and confirmation of which is undertaken by a legally recognised veterinary surgeon and requires veterinary attention.

ABROAD

For the purposes of coverage, abroad is understood to represent any country other than that of the Usual Place of Residence as defined, and/or nationality of the Insured Party which is stated at the time of the purchase of the flight.

INSURED PET

Solely cats and dogs owned by the Insured Party and with an identifying microchip implant shall be considered as Insured Pets for the purposes of the contract herein. For those regions in which the identifying microchip is not obligatory for cats, the Insured Party must provide the identifying document accrediting ownership of the pet. Birds

(other than birds of prey), fish and aquarium dwelling turtles shall also be considered as Insured Pets.

Other families of animals, such as lagomorphs (Rabbits, for example), farm animals and those animals producing disagreeable odours (ferrets) or noises are excluded.

ONE-WAY

One-way travel.

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.

TRAVEL

Travel shall be understood to consist of any relocation which the Insured Party performs away from the Usual Place of Residence by means of a flight purchased with **VUELING AIRLINES, S.A.**, from the moment of departure and up to the return thereof.

2. 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 Travel** away from the Usual Place of Residence, within the Territorial Scope covered and within the limits indicated herein. Coverage under the contract shall cease to be effective once Travel is terminated and the Insured Party returns to the Usual Place of Residence thereof.

3. TERRITORIAL SCOPE

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

In the case of One-way travel, assistance shall solely be provided in the place of the destination of the ticket purchased with **VUELING AIRLINES, S.A.**

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 territorial scope subscribed. In this case, EUROP ASSISTANCE shall reimburse the expenditure covered and adequately substantiated through the production of the original accrediting invoice.

4. DURATION OF TRAVEL

Coverage shall be provided for return travel, the duration of stay of which is no greater than 30 calendar days as of the commencement of travel.

In the case of One way travel, cover shall apply during a maximum term of 15 days as of the date of commencement of travel.

5. DISTANCE EXCLUSION

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

6. 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 34.91.177.30.16, 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: **Localiser number, name and surname, present location, contact telephone number**, and shall detail the circumstances of the insured 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.

In the event of Cancellation of travel, the Insured Party must previously notify the provider thereof to this effect in order to perform the cancellation.

The reimbursement of any contractual expenditure may be requested via 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 36046 (28020 Madrid). **PRESENTATION OF THE ORIGINAL INVOICES AND JUSTIFICATION STATEMENTS SHALL BE NECESSARY IN ANY EVENT**

7. 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 Statute ECO/734/2004 dated March 11 and Statute 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 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

8. 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 (train ticket, flight ticket, etc.) retained by the Insured Party, where the return costs have been met by **EUROP ASSISTANCE**.

9. LIABILITY

An insured loss having arisen, **EUROP ASSISTANCE** shall not accept any liability whatsoever regarding the decisions and conduct adopted by the Insured Party contrary to its instructions.

10. 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.

11. 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 COVER PROVIDED

Solely cats and dogs with an identifying microchip implant and/or which comply with the requirements stipulated by legislation in force for travel by aircraft shall be considered as pets.

Birds (other than birds of prey), fish and aquarium dwelling turtles shall also be considered as Insured Pets.

The submission of the original invoices and justifying statements as well as a copy of the up-to-date health card of the pet shall be required for the reimbursement of any expenditure if those cases where this is required.

1.- Veterinary expenses abroad

In the event of sudden illness or accident abroad to the Insured Pet during Travel covered under the contract herein, **EUROP ASSISTANCE** shall reimburse the costs of veterinary treatment and hospitalisation in the veterinary clinic chosen by the Insured Party, **up to a maximum of 500 Euro.**

IN ANY EVENT AN EXCESS OF 50 EURO IS ESTABLISHED, TO BE BORNE BY THE INSURED PARTY FOR EACH AND EVERY VETERINARY SERVICE REQUIRED.

2.- Veterinary Expenses in the country of the Usual Place of Residence

In the event of sudden illness or accident abroad to the Insured Pet during Travel abroad covered under the contract herein, **EUROP ASSISTANCE** shall reimburse the costs of veterinary treatment and hospitalisation in the veterinary clinic chosen by the Insured Party, **up to a maximum of 300 Euro.**

IN ANY EVENT AN EXCESS OF 50 EURO IS ESTABLISHED, TO BE BORNE BY THE INSURED PARTY FOR EACH AND EVERY VETERINARY SERVICE REQUIRED.

3.- Euthanasia of the pet

In the event of sudden incurable illness or accident during Travel covered under the contract herein which, in the opinion of the veterinary surgeon, requires the euthanasia of the Insured Pet, **EUROP ASSISTANCE** shall reimburse the expenditure derived from the euthanasia, burial or cremation of the animal, **up to a limit of 600 Euro.**

4.- Death due to accident

In the event of the accidental death of the Insured Pet, during Travel covered under the contract herein, **EUROP ASSISTANCE** shall reimburse the cost arising as a result thereof, such as, for example, veterinary expenses, cost of transfer and burial or cremation **up to a limit of 600 Euro.**

5.- Search expenses in the event of loss or misplacement of the pet

In the event of the loss or misplacement of the Insured Pet, in the course of Travel covered under the contract herein, **EUROP ASSISTANCE** shall reimburse the cost of press and radio advertising aimed at the location thereof **up to a maximum of 300 Euro and for a maximum period of 5 days as of the date of disappearance.**

6.- Indemnity for theft or misplacement of the pet

In the event of the theft or misplacement of the Insured

Pet, in the course of Travel covered under the contract herein, **EUROP ASSISTANCE shall provide indemnity for the value of the animal up to a maximum of 600 Euro per insured loss.**

7.- Kennelling costs

EUROP ASSISTANCE shall reimburse the cost of kennelling the Insured Pet in the event that the Insured Party is hospitalised as an emergency as a result of an illness or accident during the course of Travel covered under the contract herein should no other person be available to take charge of the animal, **up to a limit of 300 Euro.**

8.- Accompaniment of pets

In the event that the Insured Party, during Travel covered under the contract herein, is unable to take charge of the Insured Pet due to sudden illness, accident or death, **EUROP ASSISTANCE** shall organise and take charge of the return journey (by first-class rail or economy class scheduled airline or any other appropriate means of transport) of a person resident in the country of the Usual Place of Residence of the Insured Party as defined, designated by the Insured Party or family thereof to take charge of the return of the pet up to the Usual Place of Residence of the Insured Party. **The Insured Party must submit the documentation verifying ownership of the Insured Pet.**

9.- Expenses for prior cancellation of travel regarding the pet

Cover applies to reimbursement, **of up to a limit of 300 Euro**, of the cost of **cancelling the travel of the Insured Pet** charged to the Insured Party according to the General Terms and Conditions of Sale, according to current applicable law and always provided that travel is cancelled prior to the date of commencement thereof, following the purchase of the insurance and at least 72 hours having elapsed between the subscription of the insurance policy and the cause of the cancellation, due to one of the following causes:

- Illness or death of the Insured Pet.
- Cancellation of the journey of the Insured Party due to one of the following causes:
 - Causes which directly affect the Insured Party: any cause which may be proven 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 hereinafter and which necessarily impedes travel on the dates contracted.

With regard to the insurance cover concerning the Insured Party, 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 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 travel, 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 travel 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 travel 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 travel, no knowledge of this event was extant.
- Extension of an employment contract notified subsequent to the date of the purchase of travel.
- 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 travel 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.

- o For causes which do not directly affect the Insured Party, the following circumstances shall also be covered: serious illness, accident causing serious bodily harm or death of the spouse, civil partner, children, parents, grandparents, nephews or nieces, siblings, parents-in-law, sons-in-law, daughters-in-law,

siblings-in-law or guardians of the Insured Party.

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 request for the reimbursement of expenses must be accompanied by the pertinent medical or damage certificates; the original invoices for the journey purchased, the receipt for the payment of the cancellation costs and the notification of the subscription or reservation or original ticket as well as a copy of the up-to-date health card of the pet.

Under no circumstances shall charges due to credit card payment, taxes or the amount of the insurance of EUROP ASSISTANCE.

The cost of the prior cancellation of travel of the person whose ticket is associated with that of the Insured Pet shall not be covered.

10.- Information service regarding pets in Spain

At the request of the Insured Party, **EUROP ASSISTANCE** shall provide information by telephone which is general in nature regarding any aspect relating to the pet in Spain such as, for example:

- Pet shelters
- Hotels which admit cats and dogs.
- Holiday kennels for cats and dogs.
- Necessary documentation in order to travel with cats and dogs.
- Mandatory insurance and registration of dangerous dog breeds.
- Pedigree clubs and breeders associations.
- Necessary documentation in order to obtain pedigree certificate.
- Beauty and obedience competitions:
- Pet cemeteries.
- Veterinary attention.
- Washing and grooming service.
- Assistance service upon death.
- Boarding in kennels.
- Home delivery of pet food.

As well as any other query related to the ownership of pets in Spain.

EXCLUSIONS

These guarantees shall cease to be applicable once the Insured Pet has returned to the Usual Place of Residence. Those costs which have not been previously notified to **EUROP ASSISTANCE** and those for which the corresponding authorisation has not been received shall, in general terms, be excluded.

In any event (other than where expressly included in the coverage) the damage, events, expenditure and consequences derived from the following shall be excluded from the coverage:

1. Pre-existing or chronic illnesses, injuries or conditions suffered by the Insured Pet prior to the commencement of travel which reveal themselves during travel itself.
2. Preventative veterinary checkups, heat treatment, cosmetic treatments and those cases in which the goal of travel is veterinary or surgical intervention, alternative and complementary treatments (homeopathy, etc.), the expenditure derived from physiotherapy and/or rehabilitation as well as related items. In addition, the diagnosis, follow-up and treatment of pregnancy is also excluded.
3. Participation of the Insured Pet in wagers, challenges or disputes.
4. The consequences derived from the performance of winter sports.
5. Participation in competitive sport or the performance of dangerous or high-risk activities such as sledging, adventure sports or similar. In these cases, EUROP ASSISTANCE shall solely intervene and assume the expenditure generated by the Insured Pet from the moment at which the Insured Pet is under treatment in a veterinary centre.
6. Mountain, cave, sea or desert rescue.
7. Fraudulent activity on the part of the Policyholder, Insured Party or assignee thereof.
8. Negligence in the care of the Insured Pet.
9. Epidemics and/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.
10. Wars, demonstrations, insurrections, acts of terrorism, sabotage, and strikes, whether officially declared or not. The transmutation of the atomic nucleus, as well as radiation caused by the artificial acceleration of atomic particles. Telluric movements, flooding, volcanic eruptions and, in general, those elements which are caused by the release of the forces of nature. Whatever other phenomena of a catastrophic or extraordinary nature which, as a result of size and seriousness, are classified as catastrophic or disastrous.
11. Any cause which leads to the cancellation or annulment of the flight purchased and which is not specifically detailed as cover in the corresponding article shall be expressly excluded.

Irrespective of the foregoing, the following situations are specifically excluded:

1. The acquisition, implantation-substitution, removal and/or repair of prostheses, anatomic and orthopaedic parts of whatever type, such as an Elizabethan collar.
2. The reimbursement of veterinary, surgical and pharmaceutical expenses, the value of which is less than 50 Euro.