

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

CANCELLATION INSURANCE

CONTRACT Nº 5E1

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 **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**.

COMPANION

All persons, other than the Insured Party, who are registered in the same contractual booking, whether insured or not.

SERIOUS ILLNESS

Any unexpected alteration in the state of health of an individual which requires hospitalisation for at least one night or carries with it the risk of death.

SERIOUS ACCIDENT

Any injury to the body derived from a cause which is violent, sudden, external and unintentioned by the victim, whose consequences preclude a normal journey to their usual address.

LOSS

Any sudden, accidental, unforeseen event which is unintentioned by the Insured Party, whose detriment is covered by the guarantees of this insurance policy. The collective detriment derived from a single cause shall be considered as a single, unique loss.

PURPOSE OF THE INSURANCE

The purpose of this insurance is to establish cover for the cost of cancelling a journey contracted by the Insured Party, which in the general terms and conditions is designated "1.- Costs of prior cancellation of journey.". The insurance policy shall operate in accordance with the general terms and conditions defined hereinafter. **The payment of possible compensation due to the cancellation of the journey booked and insured shall be applied to the total sum in Euros.**

GEOGRAPHICAL SCOPE

The cover of this insurance policy shall be valid worldwide.

PROCEDURES IN CASE OF CANCELLATION

The Insured Party must inform **EUROP ASSISTANCE** of the cancellation of the journey by calling **902.110.495 (91.514.00.10)**, fax no. **91.514.98.92**, or by writing to: **Orense nº 4, planta 10, 28020 Madrid**, or by visiting the web page of **EUROP ASSISTANCE** at **WWW.EUROP-ASSISTANCE.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 there is more than one motive for the loss, 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 días** from the 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 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 Participante 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 or any other institution or person, **EUROP ASSISTANCE** shall be subrogated to the rights and proceedings of the Insured Party 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.

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 herein.

COVER

1.- Costs of prior cancellation of journey.

EUROP ASSISTANCE guarantees the payment of travel cancellation expenses arising during the journey to be paid by the Insured Party and which are invoiced thereto, provided that the journey is cancelled prior to the commencement thereof. Solely the amount indicated in the reservation as the "Tariff Price" of the flight shall be reimbursed by **EUROP ASSISTANCE**, up to a maximum of €3000, whereas no optional supplement or additional charge for services contracted through **VUELING** shall be reimbursed. The events covered by **EUROP ASSISTANCE** giving rise to the reimbursement of expenses are those indicated below, provided that the Insured Party is directly affected thereby.

- Serious illness entailing hospitalisation for a minimum of one night or serious accident to the Insured Party which impedes the commencement of the journey on the envisaged date on medical grounds.
- Serious injury or accident to the spouse or duly registered civil partner and immediate extended family members of the Insured Party (parents, children, siblings, grandparents, nieces and nephews, siblings-in-law, sons and daughters-in-law, parents-in-law).
- Death of the Insured Party, spouse or duly registered civil partner and family members of the Insured Party of up to third-degree kinship, person caring for sons and daughters who are minors or disabled, immediate superior of the Insured Party.
- Appointment for an organ transplant for the Insured Party or immediate extended family member.
- Scheduling of a surgical operation, pregnancy complications or miscarriage which precludes the commencement of the journey.
- Serious illness of sons or daughters of less than 24 months of age who are also Insured Parties.
- Serious losses due to theft, fire or explosion at the main and/or second residence of the Insured Party or at the business premises if the Insured Party is the legal representative of the company affected and the presence thereof is necessarily required.
- Non-disciplinary employment dismissal of the Insured Party, provided that at the commencement of cover no verbal or written notification exists thereof.
- Recruitment to a post of employment with an employment contract in a different company by which the Insured Party had not been engaged during the previous six months and always provided that the recruitment occurs subsequent to the purchase of the journey and that at the date thereof the Insured Party had no knowledge of when the said recruitment would take place.
- Extension of an employment contract notified subsequent to the purchase of the journey.
- Mandatory employment transfer, with a period of translocation of greater than three months.
- Unilateral alteration to leave by the company.
- In the event of being declared bankrupt in insolvency proceedings, provided that the situation is formally and judicially classified as legal proceedings and notified in writing subsequent to the purchase of the journey.
- Summons to appear as a witness, in a Judicial Court or as a jury member.
- Summons to serve at an election Polling Station.
- Summons to submit and sign official documents informed and notified in writing subsequent to the purchase of the journey.
- Awareness of the fiscal obligation to pay additional income tax, the value of which exceeds 600 Euros.
- Attendance at official public sector entry exams convened by a public institution subsequent to the purchase of the journey.
- Award of official grants.
- Official declaration as a disaster area of the place in which the residence of the Insured is located or the area which is the destination of the journey. The declaration as a disaster area of the zone which must be transitted to reach the destination is also covered by this guarantee, provided that this is the sole means of gaining access.
- Medical quarantine.
- Acts of air, overland or maritime piracy, which preclude the commencement or continuation of the journey by the Insured Party. **Acts of terrorism are excluded.**
- Detention of the Insured Party by the police for non-criminal causes.
- Summons for divorce proceedings.
- Surrender of a child or sibling for adoption.
- Acceptance of a similar journey, won in a public draw witnessed by notary public.
- Unexpected failure of the grant of visas without justification. **The failure to receive visas where the Insured Party has not undertaken the pertinent steps within the appropriate timescale and according to the process required is expressly excluded.**
- Theft of documentation which precludes the Insured Party from commencing or continuing the journey.
- Breakdown or accident to the vehicle owned by the Insured Party.
- Subrogation in favour of a new client as a result of the cancellation of the Insured Party due to any of the causes provided for by this insurance. In this event **EUROP ASSISTANCE** shall pay the costs of the cancellation up to a maximum limit of 5% of the price of the journey.
- Cancellation by a Travelling Companion due to any of the aforementioned causes. **The maximum number of Insured persons registered in the same travel booking to whom this to this cause may apply is two.**

In any event, in order for this compensation to be applicable, an essential requirement shall be the presentation of the original medical justifying certificate issued by a doctor who attended the person whose illness leads to the cancellation or, where this is the case, the corresponding original justifying certificate, as well as the original invoices detailing the cost of the journey.

EXCLUSIONS

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 and accommodation. 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 by the Insured Party.
5. 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.
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 for the journey, 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.