

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

TRAVEL ASSISTANCE INSURANCE

CONTRACT Nº 5E4

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**.

IMMEDIATE FAMILY

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 beyond the control of the Insured Party.

SUDDEN ILLNESS

This contract, unless expressly stated, shall cover solely an unexpected deterioration in the state of health of an individual during a journey covered by the policy, the diagnosis and confirmation of which is undertaken by a legally recognised doctor or dental surgeon and requires medical attention.

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 OF THE JOURNEY

The guarantees are provided for journeys lasting no more than 30 days.

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.

ABROAD

In terms of the guarantees, abroad is understood to represent any country other than the Usual Place of Residence of the Insured Party.

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.

EXCLUSION RADIUS

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

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 902,110,495 from Spain, from abroad to 34.91.514.00.10, 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 pone a disposición de los Asegurados un Servicio de Reclamaciones cuyo Reglamento se puede consultar en la página web www.europ-assistance.es. Podrán presentar quejas los tomadores, asegurados, beneficiarios, terceros perjudicados o causahabientes de cualquiera de los anteriores, en el apartado de "Defensa del Cliente" de la web, o dirigiéndose por escrito al Servicio de Reclamaciones:

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 Medical 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.- Medical expenses abroad.

In the case of Sudden Illness or Accident to the Insured Party occurring in an unforeseen manner during a journey abroad, **EUROP ASSISTANCE** guarantees, up to a **limit of 10,000 euros** for each Insured Party, the expenses listed below:

- Medical fees.
- Medicines prescribed by a doctor or surgeon.
- Hospitalisation expenses.
- Expenses for local ambulances ordered by a doctor.

The amounts covered abroad and in the country of the Usual Place of Residence of the Insured Party are not cumulative.

In the event that **EUROP ASSISTANCE** has not been directly involved and so that these expenditures be reimbursable, the corresponding original invoices must be presented and must be accompanied by a complete medical report, including previous history, diagnosis and treatment, to enable the nature of the sudden illness to be determined.

The expenses shall in all cases be subject to subrogation by **EUROP ASSISTANCE** for the receipts to which the Insured is entitled by way of Social Security benefits or any other private insurance system to which the insured may be affiliated.

2.- Medical expenses in the country of the Usual Place of Residence of the Insured Party.

In the event of Sudden Illness or Accident to the Insured Party occurring in an unforeseen manner during a journey in the country of the Usual Place of Residence of the Insured Party, **EUROP ASSISTANCE** guarantees, up to a **limit of 600 Euros** for each Insured Party, the expenses listed below:

- Medical fees.
- Medicines prescribed by a doctor or surgeon.
- Hospitalisation expenses.
- Expenses for local ambulance journeys ordered by a doctor.

The amounts covered abroad and in the country of the Usual Place of Residence of the Insured Party are not cumulative.

In the event that **EUROP ASSISTANCE** has not been directly involved and so that these expenditures be reimbursable, the corresponding original invoices must be presented and must be accompanied by a complete medical report, including previous history, diagnosis and treatment, to enable the nature of the sudden illness to be determined.

The expenses shall in all cases be subject to subrogation by **EUROP ASSISTANCE** for the receipts to which the Insured is entitled by way of Social Security benefits or any other private insurance system to which the insured may be affiliated.

3.- Dental expenses.

In accordance with the guarantees "Medical expenses abroad" and "Medical expenses in the country of Usual Place of Residence" and within the limit specified in each, dental expenses considered an emergency are covered up **to a limit of 60 euros, excluding endodontics, cosmetic reconstructions of prior treatments, prostheses, crowns and implants.**

4.- Medical transfer of the sick and injured.

In the event of Sudden Illness or Accident to the Insured Party, during the term of the contract and as a consequence of transfer from the place in which the Usual Place of Residence is established, and always provided that it precludes the continuance of the journey, **EUROP ASSISTANCE**, as soon as it is advised, shall organise the necessary contacts between its medical services and the doctors who attend the Insured Party.

When the medical service of **EUROP ASSISTANCE** authorises the transfer of the Insured to a better equipped or more specialised hospital near to the Usual Place of Residence, **EUROP ASSISTANCE** shall undertake the said transfer according to the seriousness of the condition, by means of:

- Air ambulance
- First-class train.
- Helicopter ambulance.
- Ambulance
- Scheduled aircraft.

An air ambulance will only be made use of within the geographical area of Europe and the Mediterranean fringe.

Solely the requirements of the medical instructions shall be considered in choosing the means of transport and the hospital where the Insured Party should be admitted.

Where the Insured Party refuses to be transferred at the time and under the conditions determined by the medical service of **EUROP ASSISTANCE**, all cover and expenses pertinent to that decision shall be suspended.

6.- Transport of mortal remains.

In the event of the death of the Insured Party, occurring during travel covered herein, **EUROP ASSISTANCE** shall organise and undertake the transport of the mortal remains to the burial place in the country of the Usual Place of Residence of the Insured Party, within the municipal borough thereat, as well as meet the costs of embalming, the minimum compulsory coffin and administrative procedures. **Under no circumstances shall this coverage be extended to funeral ceremonies and burial.**

7.- Displacement of a person to accompany the Insured Party when hospitalised.

If, during the journey, the Insured Party must be hospitalised for a period of more than five days and is not accompanied by an Immediate Family member, **EUROP ASSISTANCE** shall make a return scheduled airline ticket (economy class) or train ticket (first-class) from the country of the Usual Place of Residence available to a companion.

8.- Lodging expenses for a person to accompany the Insured Party while hospitalised.

If the Insured Party, during the journey, must be hospitalised for a period of greater than five days and is not accompanied by an Immediate Family Member, **EUROP ASSISTANCE**, will, by way of lodging expenses, meet the cost of hotel accommodation following presentation of the corresponding original invoices **up to a limit of 100 euros/day, and for a maximum of 10 days.**

9.- Return of the Insured Party in case of death of an Immediate Family Member

In the case of the death in the country of the Usual Place of Residence of an Immediate Family Member of the Insured Party while the Insured Party is travelling under the coverage described herein, **EUROP ASSISTANCE**, having been notified of the event, shall organise and provide the Insured Party (in a maximum period of seven days from the death) with a scheduled airline ticket (economy class) or rail ticket (first class) to attend the burial in the country of the Usual Place of Residence of the Insured Party.

EXCLUSIONS

The cover herein shall cease at the moment in which the Insured Party returns to the usual place of residence or is repatriated by EUROP ASSISTANCE to the usual place of residence or hospital close to such. Those provisions 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 all cases and unless otherwise stated, 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 Party prior to the commencement of the journey as well as those which reveal themselves during the journey itself.
2. Voluntary refusal, delay or bringing forward the medical transfer proposed by EUROP ASSISTANCE and agreed with the medical service.
3. Mental illness, preventative medical checkups, heat treatment, cosmetic surgery, Acquired Immunodeficiency Syndrome and those cases in which the goal of the journey is medical treatment or surgical intervention, alternative and complementary medical treatments (homeopathy, etc.), the expenditures derived from physiotherapy and/or rehabilitation as well as related items.
Likewise, abortion, births and the diagnosis, follow-up and treatment of pregnancy are excluded other than for urgent medical care and always prior to the six month of gestation.
4. The participation of the Insured Party in wagers, challenges or disputes.
5. The consequences derived from the performance of winter sports.
6. Participation in competitive sport or motorsports (races or rallies), as well as performing the dangerous activities listed below:
 - Boxing, weightlifting, wrestling, martial arts, mountaineering with access to glaciers, sledging, descent into water with breathing apparatus, caving and water-ski jumping.
 - Airborne sports in general.
 - Adventure sports such as whitewater rafting, bungee jumping, hydrospeed, gorge walking and similar. In these cases, EUROP ASSISTANCE shall only become involved and be responsible for the expenditure generated by the Insured Party from the moment at which the Insured is under treatment in a medical centre.
7. Suicide, attempted suicide or self-harm by the Insured Party.
8. Mountain, cave, sea or desert rescue.
9. Illnesses and accidents derived from the consumption of alcoholic beverages, narcotics, drugs or medicines, other than those which have been prescribed by a doctor.
10. Fraudulent activity by the Policyholder, Insured Party or assignee thereof.
11. 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.
12. 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 phenomenon of a catastrophic or extraordinary nature which, as a result of size and seriousness, are classified as catastrophic or calamitous.
13. Theft, simple loss, money, jewellery, documents, and the theft of luggage or personal items kept in vehicles or tents.

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

1. The medical transfer of the sick or injured when the condition is caused by disorders or injuries which may be treated "in situ".
2. The cost of spectacles and contact lenses, as well as the acquisition, implantation-substitution, removal and/or repair of prostheses, anatomic and orthopaedic parts of whatever type (such as a brace).
3. The reimbursement of medical, surgical and pharmaceutical expenses whose value is less than 50 euros.