

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

**SKI EQUIPMENT INSURANCE**

**CONTRACT Nº 5E7**

**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 902,110,495, from abroad to 34.91.514.99.91, 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](http://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 Customer Complaints Service available to Insured Parties whose Regulations may be consulted at the website [www.europ-assistance.es](http://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/](http://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.- Indemnity for theft or loss of sports equipment.](#)**

Luggage and sports equipment is covered during transit by public air transport, provided that the items have been duly checked-in and extends to cases of theft or loss thereof, **up to a limit of 600 euros**.

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

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

**Petty theft and simple misplacement are excluded, as are money, jewelry and documents.**

### 3.- Delays affecting sports equipment.

If the delay in the delivery of checked-in sports equipment, caused by the transporting company, is greater than 6 hours, the expenditure on the rental of the equipment necessary for skiing in the place where the delay occurs will 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 **150 Euros/day with a maximum of 300 Euros.**

**This compensation will be deductible from that corresponding to the cover for "Loss, or theft of luggage and sports material", should permanent loss be established.**

### 4.- Reimbursement of ski pass.

**EUROP ASSISTANCE** shall reimburse the cost of the ski pass contracted in advance and lost as a consequence of a delay greater than 4 hours to the flight which is the purpose herein. **The maximum limit for this provision shall be 50 Euros.**

### 5.- Reimbursement of skiing classes.

**EUROP ASSISTANCE** shall reimburse the cost of skiing classes contracted in advance and lost as a consequence of a delay greater than 4 hours to the flight which is the purpose herein. **The maximum limit for this provision shall be 50 Euros.**

### 6.- Information by telephone regarding the condition of the ski runs.

At the request of the Insured Party, **EUROP ASSISTANCE** shall provide information regarding the condition of the ski runs (information on the average thickness of snow, available lifts, skiable distances and the current type of snow) and with respect to ski stations (information on the stations, location, services, and number of lifts, number of runs and categories).