

GENERAL CONDITIONS OF THE TRAVEL ASSISTANCE CONTRACT ENTERED INTO BETWEEN VUELING AIRLINES, S.A. AND EUROP ASSISTANCE, S.A. SUCURSAL EN ESPAÑA

Cancellation Insurance

PRELIMINARY INFORMATION

Pursuant to the stipulations of article 96.1 of Act 20/2015, dated July 14, on the organisation, supervision and solvency of insurance and reinsurance companies and Royal Decree 1060/2015, dated November 20, approving the implementing regulations thereof, it is expressly stated that the information contained in this clause has been notified to the Insurance Policyholder prior to entering into contract.

1. That this insurance contract is entered into under the provisions of the right of establishment of the Spanish office of the French insurance company Europ Assistance, a French limited liability company governed by the French Insurance Code, with equity capital of 46,926,941 Euro, registered with number 451 366 405 RCS Nanterre, and with registered office at Promenade de la Bonette, 1 - 92633 Gennevilliers Cedex, France.

2. That Europ Assistance S.A., Sucursal en España is duly registered in the Administrative Register of Insurance Entities of the Directorate General for Insurance and Pension Funds (Dirección General de Seguros y Fondos de Pensiones), and registered office at C/. Orense 4, Planta 14, 28020 Madrid.

3. That, without prejudice to the powers of the Directorate General for Insurance and Pension Funds (DGSFP), the Member State to which supervision of the Insurance Entity belongs is France and that, within the said State, the authority to which supervision corresponds is the Autorité de Contrôle Prudenciel et de Résolution (ACPR), with registered address at 4, Place de Budapest, CS 92459, 75436 Paris Cedex 09, France.

4. That this insurance contract is governed by the terms of the General, Specific and Special Terms and Conditions, where applicable, pursuant to the stipulations of Act 50/80, dated October 8, on Insurance Contracts; the Organisation, Supervision and Solvency of Insurance and Reinsurance Companies Act (Act 20/2015, dated July 14) and implementing regulations thereof.

5. That the liquidation of Europ Assistance S.A., Sucursal en España is not subject to Spanish legislation. The report on the financial situation and solvency is available on the website of the insurer.

6. That, in the event of any complaint, Europ Assistance S.A., Sucursal en España makes available to Insured parties a Complaints Service, the Regulations of which may be consulted on the website www.europ-assistance.es.

Policyholders, insured parties, beneficiaries, aggrieved third parties and assignees of any of the aforementioned are entitled to submit complaints in the section "Defensa del cliente" of the website, or in writing to the Complaints Service:

Servicio de Reclamaciones

C/. Orense, 4 - Planta 14. 28020 Madrid.

The aforementioned independently operated Service shall attend to and resolve all complaints directly submitted thereto within a maximum time frame of two months, thus complying with Order ECO/734/2004, dated March 11 and Act 44/2002, dated November 22. Having exhausted the procedure of the Complaints Service, the claimant is entitled to direct the complaint thereof to the Complaints Service of the Directorate General of Insurance and Pension Funds (Dirección General de Seguros y Fondos de Pensiones), the address of which is:

Paseo de la Castellana, 44. 28046 Madrid.

7. That the contract is subject to Spanish jurisdiction, a judge having jurisdiction at the usual place of residence of the Insured Party being competent.

INSURER

Europ Assistance S.A., Sucursal en España, with registered office at C/ Orense 4, Planta 14, 28020 Madrid, that assumes the contractually agreed risk; authorised and regulated by the Autorité de Contrôle Prudenciel et de Résolution (ACPR), with registered office at 4, Place de Budapest, CS 92459, 75436 Paris Cedex 09, France and by the Directorate General for Insurance and Pension Funds (DGSFP) of the Spanish Economy Ministry with regard to market practices.

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.

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.

INTERNATIONAL SANCTIONS

The Insurer will not provide cover, nor pay a claim, nor provide any benefit or a service described in the policy if this would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

For more information, please, check the following pages:

<https://www.un.org/securitycouncil/sanctions/information>
<https://www.sanctionsmap.eu/#/main>
<https://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>

US TRAVELER CLAUSE

In case you are a United States citizen or resident and you are travelling to Cuba, you will have to provide evidence that you travelled to Cuba in compliance with United States laws for us to be able to provide a service or a payment.

PURPOSE OF THE INSURANCE

The purpose of the insurance herein is to establish insurance for the cost of the cancellation of the airline ticket and extras contracted by the Insured Party from the webpage of **VUELING** together with the Multi-Causal Cancellation Insurance herein. 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.**

This insurance provides cover in the countries or destinations indicated in the policy, except for the following countries and territories: North Korea, Syria and Crimea. Civil liability cover shall not apply to trips to Iran.

TERRITORIAL SCOPE

The cover of the insurance policy herein shall be valid worldwide.

RISKS COVERED

The risks covered by the Insurer leading 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 the journey, directly affect the Insured Party and that the existence of the said risks was unknown at the time of the subscription of the insurance:

- Any cause which may be proved 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 and which necessarily impedes travel on the dates contracted.

The amount of the air fare shall be reimbursed, along with the levies and extras purchased in the airline ticket booking process. Under no circumstances shall charges due to credit card payment, taxes or the amount of the insurance of **EUROP ASSISTANCE** be reimbursed.

With regard to the insurance cover, 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 (Covid 19 included).

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 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.

Where the cause leading to cancellation does not directly affect the Insured Party, the following circumstances shall also be covered:

- Serious illness, accident causing serious bodily harm or death of spouse, parents, sons and daughters, siblings, grandparents, nieces and nephews, siblings-in-law, children-in-law, parents-in-law or civil partner.

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 insurer also guarantees the reimbursement of the cancellation costs of up to one companion registered in the same booking and also in insured.

AMOUNTS COVERED

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

In order to be eligible for the reimbursement of costs, the subscription of the Cancellation insurance is essential for the passengers included in the travel booking and, therefore, each must pay the premium thereof.

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 the journey 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 timescale.

PROCEDURES IN CASE OF CANCELLATION

The Insured Party must inform **EUROP ASSISTANCE** of the cancellation of the journey by calling 00442034508051, fax no. 91.514.98.92, or in writing to: Orense nº 4, planta 10, 28020 Madrid, or by visiting the web page <https://vueling.eclaims.europ-assistance.com> 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 36046
28020 MADRID**

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.

The Insured Party must notify EUROP ASSISTANCE of the occurrence of the loss within a maximum period of 7 days as of the event.

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.
- Summons included in the insurance: official certificates, written communications.

Remaining cover: Official certificates, invoices, police reports or any original document justifying the cause of the loss.

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.**

PERSONAL DATA PROCESSING INFORMATION

CLAUSE

WHO IS THE DATA CONTROLLER RESPONSIBLE FOR PROCESSING YOUR DATA?

Europ Assistance, S.A., Spanish Branch (hereinafter referred to as the "Insurance Company")

Tax code: W-2504100-E

Address: Calle Orense, 4, 28020 Madrid.

Data Protection Officer (DPO): you can contact our DPO by writing to the Address of the Insurance Company, writing to the attention of the "Data Protection Officer", or by e-mailing delegadoprotdatos@europ-assistance.es

TO WHAT END IS YOUR PERSONAL DATA PROCESSED?:

Processing will be mixed (automated and non-automated processing) and for the following purposes:

- To fulfil and pursue the contractual relationship established by the policy.
- Policy accounting, tax and administrative management.
- Collection of premiums and presentation of other invoices.
- Fulfilment of direct debit orders on your account.
- Fulfilment of commercial and marketing actions of other products and services of the Insurance Company.
- Preparation of customer satisfaction surveys.
- Preparation, drafting and issue of the insurance documents.
- Performance of risk and claims analyses.
- Performance of the assessments necessary when a claim or event occurs that is covered by the policy stipulated.
- Performance of internal or third party expert appraisals.
- Liquidation of claims or provision of contracted services.
- Fulfilment of any legally or contractually agreed obligation.
- Carrying out of actions intended to prevent, detect or prosecute fraud.
- In the event of failure to make payment, inclusion in solvency files and common files as determined by applicable sector regulations.
- Statistical actuarial collaboration for the preparation of insurance technical studies.

WHAT IS THE LAWFUL BASIS FOR PROCESSING?

- Execution of a contract between the Policy Holder, the insured parties and/or the beneficiaries and the Insurance Company.
- Legitimate interest.
- Legal obligation.

WHO WILL RECEIVE YOUR DATA?

- The companies of the Insurance Company Group in the insurance sector.
- The bank of the Insurance Company and the companies of its Group and the bank holding the data to implement the direct debit order in accordance with current legislation.

- The entities acting as mediator or distributor of insurance for the management of insurance policies processed by such entities.
- The providers chosen by the Insurance Company whose intervention is required in order to manage the cover offered by the policy.
- SEPBLAC in order to fulfil the legal requirements.
- The Directorate General of Insurance and Pension Funds in accordance with the legal provisions.
- The Tax Administration competent for the fulfilment of strictly legal and tax purposes.
- The Public Administration in connection with the competences assigned it.
- In the event of insurance cover of death, the General Register of Last Wills and Testaments) managed by the Directorate General of Registries and Notaries, in compliance with applicable legislation.

COMMERCIAL COMMUNICATION

In compliance with the provisions of Article 21.2 of Law 34/2002 of 11 July on information society and e-mail services, please note that the Insurer may send you information and advertising about the products and services it markets that are similar to that contracted by yourself. The data subject may object at any time to the sending of such electronic commercial communication by sending an e-mail with the subject line "BAJA COMUNICACIONES" [DECLINE COMMUNICATIONS] to the following address: baja.cliente@europ-assistance.es

PROCESSING OF MEDICAL DATA

The Insurance Company informs you that in order to manage the claims deriving from the policy and the cover it includes, it needs to process personal data relating to your health, whether obtained through the medical questionnaire or in any other manner in the future, during the term of the contract or which the insurance company may obtain from third parties (whether national or international public or private medical centres and/or other healthcare professionals, tests and procedures or additional medical examinations that may be required by the Insurance Company or other public or private entities).

PROCESSING OF THIRD PARTY DATA

If supplying third party data, the policy contractor must have obtained their prior authorisation to transfer the data to the Insurance Company for the purposes agreed herein.

FOR HOW LONG WILL WE KEEP THE DATA?

Unless you have consented, we will only keep your data for as long as you remain our client and keep a contract in place with us.

From this moment on, only the minimum data necessary in relation to operations and transactions performed will be kept, duly blocked (i.e. available to the corresponding authorities and for the entity's own defence), to allow us to process any claims that have not expired. In general, the applicable deadlines are 10 years for the Law on the Prevention of Money

Laundering, if applicable, and 5 years for processing claims for insurance policies covering personal injury. Once these deadlines have passed, the data will be definitively erased. If you are not a client and have requested a contract, we will only keep your data for as long as the offer assigned you is valid or, if no deadline has been set, for the legal term.

WHAT RIGHTS DO YOU HAVE?

By writing to Europ Assistance S.A., Spanish Branch, C/. Orense, 4 28020, Madrid, indicating "Protección de Datos" [Data Protection] in the reference and attaching a photocopy of your identification document, you can exercise the following rights, free of charge, at any time:

- Revoke consent given to process and disclose your personal data.
- Access your personal data.
- Correct any inexact or incomplete data.
- Request the deletion of your data when, amongst other reasons, the data is no longer necessary to the purpose for which it was collected.
- Object to the processing of your data.
- Request your data portability.
- Make a complaint to the Spanish Data Protection Authority by writing to: Calle de Jorge Juan, 6, 28001 Madrid, if you believe that Europ Assistance S.A, Spanish Branch has breached your rights as granted you by data protection legislation.

To do so, the data subject can contact the Data Protection Officer (DPO) by writing to Europ Assistance, S.A., Spanish Branch, C/. Orense, número 4, 28020 Madrid, or by e-mailing delegadoprotdatos@europ-assistance.es

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 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 Insured Parties and Pension Plan Participants) which is assigned to the General Directorate of Insurance and Pension Funds, the address of which is:

EXCLUSIONS

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 the journey, 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 the journey 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 the journey 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 the journey, no knowledge of this event was extant.
- Extension of an employment contract notified subsequent to the date of the purchase of the journey.
- 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 the journey 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.

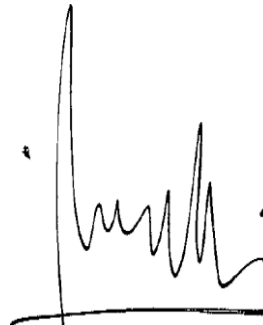
G. The absence of unforeseen circumstances or the simple desire not to travel.

The party signing below acknowledges that it has, on this same date, received all the information required by the Regulation implementing the Law governing the Management, Supervision and Solvency of Insurers and Reinsurers, in writing and before signing the Contract.

Read and agreed by the Policy Holder, who expressly accepts the clauses setting out limitations and exclusions contained in the General, Specific and Special Conditions of this policy.

Europ Assistance S.A.
Spanish Branch

The Contractor



Europ Assistance, S.A.
Spanish Branch