

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

Luggage Only

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 Prudentiel 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 Prudentiel 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 subscribes the travel assistance insurance herein associated with the aforementioned flight, prior to the commencement of the date of travel and whose details are notified to **EUROP ASSISTANCE**.

COVERED IMMEDIATE FAMILY MEMBER

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 unintentioned by the Insured.

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. Coverage under the contract shall cease to have effect once the journey is terminated and upon the return of the Insured Party to the Usual Place of Residence

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.

DURATION OF THE JOURNEY

Cover shall be provided solely 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, is recorded in the purchase of the flight and from where the journeys covered herein are undertaken.

TERRITORIAL SCOPE

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

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

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.

DISTANCE EXCLUSION

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

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 00442034508051, 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: **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 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.**

The reimbursement of any contractual expenditure may be requested via <https://vueling.eclaims.europ->

europ-assistance.com, 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.**

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 delegadoprodatos@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?

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 and 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:

Pº de la Castellana, 44
28046 - MADRID

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

LIABILITY

An insured loss having occurred, EUROP ASSISTANCE shall decline any liability regarding the decisions and conduct assumed by the Insured Party contrary to its instructions or those of the Medical Service thereof.

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.

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 COVERAGE

1.- Luggage search.

In the event that the Insured Party suffers a delay or loss of luggage, **EUROP ASSISTANCE** shall assist in the search, advising on the steps to present the corresponding formal complaint. In the event that the luggage is found, **EUROP ASSISTANCE** shall deliver it to the country of the Usual Place of Residence of the Insured Party, provided that the presence of the owner is not required for the recovery thereof.

2.- Cancellation of Cards.

At the request of the Insured Party, **EUROP ASSISTANCE** shall, within the shortest time possible, undertake the procedures necessary for the cancellation of bank and non-bank cards issued by third parties in Spain, as a consequence of the theft or misplacement thereof. The Insured Party must personally provide the following details: ID card no., type of card and issuing institution. **In any event, the presentation of the corresponding formal complaint made before the corresponding authorities shall be required.**

3.- Loss, damage and theft of luggage.

In the event that, during the journey, the luggage which has been checked in becomes permanently lost or suffers severe damage, be this due to reasons attributable to the transporting Company or to theft, **EUROP ASSISTANCE** guarantees the payment of indemnity of **up to 60 Euro per item and a maximum of 600 Euro.**

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

In the event of the theft of luggage, it shall be essential to present the corresponding formal report made to the competent authorities where the event took place.

In any event, a detailed list and valuation of the items stolen, lost or damaged shall be necessary, **as well as the boarding card.**

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

Petty theft, simple loss, money, jewellery, electronic and digital equipment, documents, and the theft of luggage or personal items kept in vehicles or tents shall be excluded, as shall any type of luggage which has not been checked-in.

4.- Luggage delays.

In the event that the delay in the delivery of checked-in luggage caused by the transporting company exceeds 12 hours or one night, the expenditure arising from the purchase of necessary personal items in the place where the delay occurs shall be reimbursed (following submission of the corresponding original invoices, the boarding card and the written justification of the delay issued by the transport company), **up to a limit of 50 Euro for each 12 hour period and a maximum of 300 Euro.**

This indemnity shall be deductible from that corresponding to the cover in "Loss, damage and theft of luggage" should permanent loss be established.

This cover shall not apply to delays or purchases of items for personal use in the province where the Insured Party has the Usual Place of Residence.

5.- Loss or theft of travel documents

EUROP ASSISTANCE shall reimburse the corresponding administrative and procurement expenses incurred by the Insured Party to replace

credit cards, bank cheques, travellers cheques or fuel cheques, travel tickets, passport or visas which have been lost or stolen during the journey or stay, **up to a limit of 300 Euro.**

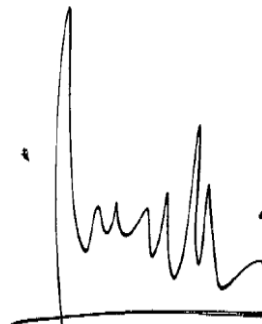
The damages occasioned by the loss or theft of a passport or the unlawful use thereof by a third party are not covered and, consequently, shall not be indemnified.

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