



“Volaris Travel Assistance” Terms and Conditions

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I. Assistance coverage summary

ASSISTANCE SERVICES COVERED	SUM INSURED * (MEXICO)	SUM INSURED * (ABROAD)	SUM INSURED * (CENTRAL AMERICA)
Telephonic Medical Consult	Included	Included	Included
Home Medical Consult (home, hotel or any accommodation)	Up to \$9,500*, may be subject to refund	Up to \$9,500*, may be subject to refund	Up to \$9,500*, may be subject to refund
Hotel expenses for convalescence (accident or illness, up to \$1,900 * per day for a maximum of 8 days)	Up to \$15,200 * for maximum of 8 days	Up to \$15,200 * for maximum of 8 days	Up to \$15,200 * for maximum of 8 days
Assistance for luggage locating	Included	Included	Included
Immediate support for stolen traveler checks and/or credit cards	Included	Included	Included
Immediate support for stolen official documents	Included	Included	Included
Concierge	Included	Included	Included
Sending a relative in case of accident or illness	One flight in economy class (round trip)	One flight in economy class (round trip)	One flight in economy class (round trip)
Hotel for a relative in the event of an accident or medical emergency (up to \$1,900 * per day for a maximum of 8 days)	Up to \$15,200*	Up to \$15,200*	Up to \$15,200*
Early return in the event of the death or serious illness of a first-degree relative	One flight in economy class (one-way trip)	One flight in economy class (one-way trip)	One flight in economy class (one-way trip)
Early return for disaster at home	One flight in economy class (one-way trip)	One flight in economy class (one-way trip)	One flight in economy class (one-way trip)
Repatriation of bodily remains	Up to \$142,500 *	Up to \$142,500 *	Up to \$142,500 *
Roadside assistance	One event (up to \$1,500 *)	One event (up to \$1,500 *)	One event (up to \$1,500 *)



Emergency Medical Expenses Outside of Mexico (direct payment)	N/A	Up to \$190,000 *	Up to \$190,000 *
Dental medical assistance abroad Outside of Mexico (direct payment)	N/A	Up to \$5,700 *	Up to \$5,700 *
Delivery of prescribed medications (passenger must cover the drug cost)	N/A	Unlimited	Unlimited
Transmission of urgent messages	Included	Included	Included
Business representative replacement	Included	Included	Included

*Mexican Pesos

II. Insurance coverage summary

INSURANCE COVERAGE	SUM INSURED* (MEXICO)	SUM INSURED* (ABROAD)	SUM INSURED* (CENTRAL AMERICA)
Trip cancellation / Trip curtailment (by refund only)	Up to \$19,000 *	Up to \$19,000 *	Up to \$19,000 *
Hotel for missed flight up to 2 days (by refund only)	Up to \$3,800 *	Up to \$3,800 *	Up to \$3,800 *
Taxi for missed flight (by refund only)	Up to \$1,900 *	Up to \$1,900 *	Up to \$1,900 *
baggage Loss (by refund only)	Up to \$9,500 *	Up to \$9,500 *	Up to \$9,500 *
Delayed or damaged baggage (by refund only)	Up to \$9,500 *	Up to \$9,500 *	Up to \$9,500 *
Emergency Medical Expenses in Mexico (by refund only)	Up to \$190,000 *	N/A	N/A
Dental emergency in Mexico (by refund only)	Up to \$5,700 *	N/A	N/A
Accidental death	Up to \$285,000 *	Up to \$285,000 *	Up to \$285,000 *
Liability insurance (by refund only)	Up to \$19,000 *	Up to \$19,000 *	Up to \$19,000 *

*Mexican Pesos



III. General conditions

Assistance and Insurance Contract for passengers on domestic and international flights operated by Concesionaria Vuela Compañía de Aviación S.A.P.I. de C.V. ("VOLARIS").

IV. Preliminary

AXA Assistance, hereinafter the "Company", and the beneficiary under the travel assistance program, hereinafter the "Beneficiary", have agreed travel assistance services and the coverage throughout the effective term hereof, as specified on the coverage hereto. AXA Assistance has signed an agreement with an authorized insurance company, hereinafter the Insurance Company, in order to cover any risks that may be covered hereby.

V. Definitions

- 1) **Road Accident:** Any collision, overturning or accident that physically damages the automobile, due to an external, violent, fortuitous and sudden cause.
- 2) **Personal Accident:** Any event that causes bodily damage to a person due to an external, violent, fortuitous and sudden cause.
- 3) **Malicious Act:** The knowledge of and the will to commit a punishable crime. Malice is made up of two elements: a cognitive element (knowledge of committing the act) and a volitional element (the wish to commit an act) or, in other words, "the wish to commit an act punishable by law".
- 4) **Aggravation of Risk:** A risk is aggravated when the state of things changes as from the time the contract was signed and that if the company or insurance company have been aware of them, they would not have accepted the contract, but rather established other conditions.
- 5) **Environment:** A group of natural and artificial elements or elements induced by man that make it possible for living organisms to exist, develop and interact in a certain space and time.
- 6) **Automobile:** A motorized vehicle weighing at least 3.5 tons and that, due to its structure and mechanical conditions, may be used specifically for transporting persons or things and that must have a permit or license plates issued by the proper authorities.
- 7) **Insured Party:** A person named in the assistance and insurance contract, whom is exposed to risks covered thereby.
- 8) **Fault:** Any damage, breakage, fortuitous deterioration and/or breakdown that prevents an automobile from being driven, provided that this is not a consequence of a road accident or of any missing part of said automobile due to theft.
- 9) **Beneficiary:** The individual in possession of a Volaris air ticket and who has a valid and current travel insurance and assistance certificate issued by AXA Assistance Mexico, acquired in Mexico,



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the United States of America or any other countries to which Volaris operates flights.

10) **Collision:** A sudden, unexpected and single impact of an automobile against one or more external objects that causes material damage.

11) **Driver:** Any individual who drives an automobile, provided that said person has a license or permit to do so, issued by a proper authority, according to the road being used at the time a road accident occurs.

12) **Assistance and Insurance Contract:** An agreement signed by the company and the beneficiary, made up of a welcome letter, an individual certificate and a document that specifies the terms and conditions of the policy.

13) **Deductible:** A fixed sum that applies to the first expenses incurred for each incident, payable by the beneficiary and specified on the individual insurance certificate. The payment obligation shall commence once the deductible has been exceeded, the limit being the sum insured payable by the insurance company. The deductible may not be refunded or offset.

14) **Medical Emergency:** The sudden alteration of the health of the beneficiary that manifests itself in the form of acute signs and symptoms that place the life, bodily integrity or viability of any organ of the insured party at risk and, therefore, means that the beneficiary requires immediate medical attention.

15) **Transport Company:** A company officially authorized to provide a passenger air transport service on established routes and subject to regular timetables, in this case, Volaris.

16) **Illness:** Any alteration to health that originates or that manifests itself for the first time after the date on which the insurance policy comes into effect and/or the date on which the insured party commences his or her trip.

17) **Luggage:** The personal belongings of the beneficiary carried in suitcases, suit holders, bags, carryalls and any other means that may be used for transporting and handling said belongings, during a trip and that has been registered with the transport company, against the issue of a receipt.

18) **Medical Team:** The medical staff and assistants who provide a beneficiary the AXA Assistance service.

19) **Technical Team:** The technical staff and assistance who provide a beneficiary and/or his or her automobile assistance services on behalf of AXA Assistance.

20) **Drunkenness:** It shall be understood that a driver is drunk when he or she is in a state of intoxication having drunk alcoholic beverages, irrespective of to what extent, as established by a medical examiner or any other person who raises the medical report.



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21) **First - Degree Relative:** The mother, father, spouse or children under the age of 21 of the beneficiary.

22) **Under the Influence of Drugs:** It shall be understood that the driver is under the influence of drugs when she or he is in a state of intoxication due to taking mineral, vegetable and/or chemical substances, whose effects may be stimulating, depressive, narcotic or hallucinogenic and if the beneficiary cannot prove that they have been prescribed by doctor.

23) **Hospital:** Any institution legally authorized to provide patients medical, hospitalization or surgical services. It is not considered a hospital, clinic, or sanatorium, any home for the elderly, rest home, naturalist clinic, thermal treatment clinic, massage parlor, beauty salon or any other establishment that provides similar forms of treatment.

24) **Hospitalization:** Continuous stay in a hospital, clinic or sanatorium, provided that it is medically justified and provable, as decided by the doctor of the Assistance Company and the treating doctor, for treatment for an Accident, Illness or Condition covered. Said stay begins 24 hours after the insured party goes into Hospital and ends when he or she is discharged by the treating doctor or with the letter of responsibility signed by the relative (s) of the Insured party, in which case they must accept responsibility for the Insured Party.

25) **Accommodation:** An agreement signed in Travel situations that consists of allowing a person or group of persons to lodge in exchange for payment.

26) **Doctor:** A qualified healthcare professional legally authorized to conduct his or her profession, who may be a general practitioner, a specialist, allopathic doctor or homeopathic doctor, certified by the proper authorities to provide medical treatment according to his or her specialty. Specialist doctors must also be authorized to conduct their specialty, provable by a post-graduate certificate and a professional license for his or her specialty, which must be certified by the professional council of the specialty in question.

27) **Occupant:** Any individual who travels in in the passenger seat of an automobile. The maximum number of occupants shall be as stipulated on the vehicle registration card.

28) **Pre-existing conditions:** A pre-existing condition is:

a) One whose signs and symptoms have manifested themselves clearly before the insurance contract comes into effect.

b) One that has been medically diagnosed before the insurance contract comes into effect.

c) One whose signs and/or symptoms could not have passed unnoticed and that should have manifested themselves before the insurance contract comes into effect.

d) One whose existence is proven before the contract is signed, whose existence has been declared or been proven, by clinical records that include a diagnosis made by a legally authorized doctor, by a laboratory or desk test, or by any other recognized means of diagnosis.

e) One for which the beneficiary has incurred expenses for receiving medical treatment for the illness or condition in question before signing the contract, which is proven documentarily.



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29) **Direct Payment:** A procedure by which the company or insurance company pays the service provider under an agreement for medical attention given to a beneficiary. If the beneficiary requires medical attention and asks a service provider under an agreement to provide it, the beneficiary may make use of this service, provided that it is first authorized in writing by the company or the insurance company, who shall pay the service provider under an agreement all expenses covered by the policy, and the beneficiary shall pay any other expenses not covered.

30) **Payment by Refund:** The insurance company refunding all expenses covered and incurred by the beneficiary, as stipulated in the contract. Payment by refund applies to those expenses covered by the policy for which:

a) medical attention has been provided by service providers who have not signed a direct-payment agreement with the insurance company;

b) the insurance company has not been able to check whether a refund may be made or not, in such a manner that the direct-service payment has not been provided.

31) **Close Relative:** For the purpose hereof, "Close Relative" shall be understood as: mother, father, brother, sister, husband, wife, son, daughter, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister or brother-in-law, step-father, step-mother, step-children, step-brothers and sisters, adopted children, legal tutor, partner or person engaged or any other type of partner (including a partner of the same sex with regard to couples living together).

32) **Passenger:** A person who uses Public Transport and has bought a ticket to do so, not including persons who are members of the crew.

33) **Policy:** A document that specifies the general information of the contracting party and risks covered.

34) **Service Providers:** Hospitals, doctors, laboratories, drugstores and independent suppliers of medical equipment with which the Company has signed a Direct-payment Agreement. The company may change any of these persons or organizations at any time without prior notice. This list is not comprehensive and does not in any manner prevent the Insured Party from choosing his or her own hospital, doctor, laboratory, drugstore and supplier.

35) **Owner:** An individual or corporate entity who proves that it is the lawful owner of an automobile.

36) **Representative:** Any person, who accompanies the beneficiary or not, who takes any action on behalf of the beneficiary and is duly authorized to do so, so that the Assistance Service may be provided.

37) **Permanent Residence:** The normal place of residence of beneficiaries in Mexico, the United States of America or in any other countries to which Volaris flies.



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38) **Assistance Service:** A service rendered to passengers and beneficiaries.

39) **Incident:** Occurrence of the eventuality foreseen in the Insurance Contract.

40) **Symptom:** Any physiological and subjective phenomenon or abnormality manifested by the Insured Party that is indicative of an Illness or a Condition and that is used to establish its nature.

41) **Assistance Situation:** All situations described above entitling the provision thereof.

42) **Sum insured:** The maximum limit of liability of the insurance company for each beneficiary and incident covered, in accordance with the stipulations of the insurance contract. The sum insured is established according to the package chosen by the beneficiary when signing the contract and that is stipulated on the individual insurance certificate.

43) **Taxi:** A service provided by a private automobile to transport the insured party and/or occupants, according to the coverage established in accordance with the general conditions.

44) **Third party:** a person whose person or property has been affected as a consequence of an incident that gives rise to a claim under civil liability coverage hereby and who is not traveling in the vehicle at the time of the incident.

45) **Terrorism:** The use of force by violent means aimed at creating fear or terror in the population and thereby influencing the public sector or part thereof, in order to obtain an advantage or political benefit.

46) **Public Transport:** A service provided by a land or sea vehicle authorized to transport Passengers, with pre-established routes and subject to timetables, and taxis that Passengers board at their Permanent Residence to be taken to an airport, sea terminal or land terminal, provided that the taxi is part of a legally established Transport Company. Air transport refers to a regular domestic or international air transport service, under the terms of the Civil Aviation Act. Private transport is excluded, meaning those which do not meet the characteristics of the services described in the preceding paragraphs.

47) **Policy Holder:** Individual or corporate entity whose name appears on the cover sheet of the policy.

48) **Trip:** When the beneficiary is away from his or her permanent place of residence for business or pleasure, and he or she travels by the air transport provided by Volaris to a destination in Mexico or abroad on the routes operated by the company, starting 24 hours before and ending 24 hours after the flight (and the period in between if the insured party buys a round-trip ticket from his or her original place of residence).

VI. Assistance Services



Telephonic medical consult

At the request of the beneficiary, the medical team of AXA Assistance will provide the beneficiary advice over the telephone on minor medical problems, symptoms and problems the beneficiary is suffering, or if he or she has any doubts concerning the use of medications, normally under situations when the presence of a doctor is not required. There is no limit to the number of consultations the beneficiary may make from the time of the flight and up to 24 hours after the outward flight (if the ticket is a one-way ticket) or 24 hours after return flight (if the ticket is a round-trip ticket).

Home medical consult

At the criterion of the AXA Assistance medical team, normally under situations in which there is not an emergency in which a doctor is required in order to examine the beneficiary, a general practitioner will be sent to the hotel of the beneficiary or to where he or she is staying during his or her trip, provided that there is one available in the area. This coverage is for up to the amount specified on the coversheet of the policy, in Mexico, abroad and in Central America per event and up to a maximum of two events.

Hotel expenses due to convalescence

If passengers suffer an accident and/or illness that prevents them from continuing their trip between the flight dates, and if recommended by the examining doctor, in agreement with the doctor of AXA Assistance, hotel expenses up to \$1,900.00 Mexican pesos in Mexico, abroad or in Central America, will be covered per day up to a maximum of eight consecutive calendar days per trip, thereby covering the total of \$15,200 Mexican pesos for the total trip. Any excess shall be paid by the beneficiary, with coverage between travel dates if a round-trip is purchased or up to a maximum of 24 hours after landing if a one-way ticket is bought.

Assistance for luggage locating

The location of the luggage that has been documented will be managed. In the event, that the same is not located, the Passenger will have the right to manage the refund for delay or loss of luggage that it is described below in the insurance coverage section.

Immediate assistance for stolen traveler's checks and/or credit cards

Information will be provided in order to register report and process replacement with banks. Coverage throughout the trip, with no limit regarding the number of enquiries made by the beneficiary from 24 hours before the outward flight up until 24 hours after the outward flight (if the ticket is one way) or 24 hours after the returning flight (if the ticket is for a round-trip).

Assistance in the event of loss of official documents



Information will be provided to record, report and process replacement with the proper authorities. Coverage available between travel dates. No limit regarding the number of enquiries that the beneficiary may make from 24 hours before the outward flight and up until 24 hours after the outward flight (if the ticket is a single ticket) or 24 hours after the return flight (if the ticket is a round-trip ticket).

Concierge

Telephonic assistance for the services described below, with no limit to the number of enquiries that the beneficiary may make as from when he or she buys a ticket and up to 24 hours after the outward flight (if the ticket is a one-way ticket) or 24 hours after the return flight (if the ticket is a round-trip ticket).

- a) Information prior to trip. Information regarding vaccines and visas will be provided at the request of the beneficiary.
- b) Travel agency services. Help planning domestic and international travel.
- c) Arrangements when buying and delivering gifts. Buying gifts in the main cities of Mexico and delivery to the desired address will be arranged.
- d) Executive transport service. A taxi will be provided at the request of the beneficiary and at his or her own cost. This service will be available in the main cities of Mexico.
- e) Specialized reservation service for events and restaurants. Help reserving tickets for sporting and entertainment events, cultural events and making reservations at restaurants.
- f) Special reference of special services. If the services of a secretary, interpreter or protection services are required, information will be provided so that they may be provided.

***All services that involve an expense, whether buying gifts, tickets or making reservations, should be paid by passengers. Assistance shall be restricted to arranging and facilitating purchases, at passengers' request.

Sending a relative in case of accident or illness

If the beneficiary is hospitalized (at no cost to the beneficiary) and is expected to be in hospital for more than 5 days as a consequence of an accident and/or illness, a maximum of a one round-trip air ticket in economy class from the permanent place of residence of the beneficiary for a relative that passenger name to receive said benefit.

Hotel for a relative

In addition to the above benefit, accommodation will be provided for said relative up to \$1,900.00 Mexican pesos per day in Mexico, abroad or in Central America, up to a maximum of eight consecutive calendar days per trip. Any excess shall be paid by the beneficiary.

Early return



In the event of the death of a first-degree relative of the beneficiary during the trip, arrangements will be made for the beneficiary to return as soon as possible and a maximum of one-way air ticket in economy class to the place of residence of passengers will be provided.

Repatriation of bodily remains

If the beneficiary dies during the trip, AXA Assistance will arrange for and pay all expenses for repatriation and transport of bodily remains, and all necessary formalities (including any legal proceedings) and arrange for the repatriation or transport of the body or ashes to the place of burial at the permanent place of residence of passengers or, at the request of a first-degree relative, or a representative, burial expenses at the place of death of the beneficiary, up to maximum of \$142,500.00 Mexican pesos, at any destination in Mexico, abroad or in Central America.

Early return for disaster at home

If the home of the beneficiary is affected by fire, earthquake or flooding, the Company shall arrange for the beneficiary to return to his or her place of residence. The maximum limit of liability is paying the cost of a return ticket in economy class.

Roadside assistance

If an automobile may no longer be driven because it has ran out of gasoline, suffers a mechanical failure, has a punctured tire or a flat battery, specialized staff will be sent to provide a solution or a tow truck will be sent in order to take the automobile to the place repairs may be carried out, up to a maximum of one event per trip and up to a maximum of \$1,500.00 Mexican pesos in Mexico, the United States of America and Central America, depending the availability of dealers and restriction of access at the point of destination of passengers, however, the cost of gasoline, oil, repairing tires and any expense other than tow trucks or specialized staff will be paid by the beneficiary.

Emergency medical expenses (USA and Central America)

The cost of medical attention required for an accident or sudden illness suffered by the Insured Party during a trip are covered. The cost for any Accident caused by indulging in sport shall also be covered, when undertaken as a recreational activity, on an amateur basis and not professionally, in suitable places authorized to such end. "Amateur sport" is indulging in a sport from time to time on a non-professional basis and for which no payment or material benefit is received.

Specific coverage conditions



i. The Company shall pay expenses incurred for medical services during the trip in the territory of international routes (United States of America) or Central America, not including Mexico, directly to service providers that have an agreement. When the service provider does not have a direct-payment agreement with the Company, payment shall be made by refunding the Insured Party against submission of invoices and/or receipts.

ii. The Company shall pay claims in Mexican pesos. Coverage shall cease when the beneficiary returns to his or her place of Permanent Residence. Expenses incurred must be backed by invoices and/or receipts. The following expenses shall be excluded: prostheses, orthoses and orthopedic equipment, contact lenses, hearing aids, dentures, plastic surgery, medical check-ups or routine examinations, medical expenses and hospital expenses incurred away from the place of permanent residence when prescribed before commencement of the trip or that occurred after the Insured Party returned (sic), and any condition that existed before the policy was taken out.

Medical and hospital expenses for injuries, accidents and illnesses caused by:

a) Training, practicing or actively taking part in all types of sports, irrespective of the sport, professionally for which the beneficiary receives remuneration or material benefit, are excluded.

b) Taking part in (both training or practicing, whether as a professional, amateur or for recreational purposes) hazardous or high-risk sports including motorcycling (motorbikes over 50 c.c., car racing, boxing, rugby, polo, snow biking, four-wheeled motorcycles, all-terrain vehicles, parasailing or hang gliding, parachuting, gliding, recreational flying, hang gliding, mounting climbing, motocross, pot holing, trekking, rafting, ice hockey, ice skating, figure skating, roller skating, equestrianism or horse racing and martial arts, and others.

c) Taking part in winter sports, whether as an amateur or professional, such as skiing, ski stunting, freestyle skiing, Nordic skiing, ice hockey, bobbing, tobogganing, heli-skiing, skiing acrobatics, ski flying, ski jumping, alpine skiing, glacier skiing, snow cat skiing, snow karting or using toboggans, bobsleighs, light sledges or skeleton bobsleds, and others.

d) Taking any type of exercise, indulging in acrobatics, taking exceptional strength tests or displays, taking trips to unexplored areas or regions or taking part any type of skills or speed trials in mechanical vehicles.

Dental Medical Assistance (USA or in Central America)

Expenses incurred for any dental treatment that the Insured Party requires will be covered solely in the event of a medical emergency during his or her trip, up to the limit of the Sum insured for this type of coverage and as specified on the Coversheet of the Policy.



Specific Coverage Conditions.

i. Expenses incurred for emergency dental services abroad shall be paid directly to the Service Provider that has an agreement by the Company, if said service provider agrees to direct payment; if not, payment will be made by refunding the Insured Party against submission of invoices and/or receipts. When a refund is made, the Company shall pay claims in Mexican pesos. The effect of the coverage shall cease when the beneficiary returns to his or her place of Permanent Residence. Expenses incurred must be backed by an original invoice and/or receipt.

PRESCRIPTION OF REPLACEMENT MEDICATIONS

During a trip, and at the request of the beneficiary. If the person will require a medication that has been forgotten, lost or finished during his/her trip and it has been prescribed prior to his/her departure, even in the case of PRE-EXISTING conditions. The Medical Team of AXA Assistance will manage, through a medical consultation, the issuance of a prescription so the insured will be able to acquire said medication, or its substitute, available in the country where it is located. MEDICINES NOT INCLUDED.

This assistance contemplates PRE-EXISTING illnesses, subject to availability and the sanitary restrictions from the location the beneficiary is at.

TRANSMISSION OF URGENT MESSAGES

Assistance will be provided to send urgent messages to anyone at home. Three attempts will be made to locate said person in 24 hours and we will advise you if we have been able to contact the person you requested.

BUSINESS REPRESENTATIVE REPLACEMENT

If the beneficiary has to go to hospital due to an accident or illness and is unable to go to work, and if employed by a company, a round-trip shall be provided in economy class for the person who will replace the beneficiary. This is included in Medical Assistance in the event of Accident and Illness.



VII. Insurance coverage



Additional benefits of insurance coverage.

The following Benefits shall be presented by a duly authorized Insurance Company (Seguros Atlas SA).

**The company refers to Seguros Atlas*

1. Trip cancellation

The Company shall refund all cancellation expenses incurred by the insured and invoiced to him or her in accordance with the sale conditions of the travel agency at which the Insured Party bought a ticket for the trip insured or any travel service provider, without exceeding the sum insured stipulated on the coversheet of the policy for cancellation of travel, provided that the Insured Party cancels his or her trip before the date on which the trip insured begins. **This coverage does not include any refund or expenses for cancellation when the reservation for the trip has not been confirmed, in other words, when the cost has not been paid in full, according to the definition of insured trip, and payments owed to the travel agency or the travel service provider for cancellation are not covered.**

1.1. Risks covered

The above coverage for cancellation of travel applies under the following circumstances:

a) In the event of the death, bodily injury or illness of:

a.1) The Insured Party, his or her spouse or any ascendant or descendant, including parents, children, grandparents and brothers and sisters.

a.2) The person responsible for children under majority age or disabled children, during the trip.

b) As a consequence of the loss of or damage to the property of the Insured Party due to fire, explosion, storm, hailstorm, lightning strike, flooding, avalanche, volcanic eruption, earthquake, mud slide or crime perpetrated by a third party, if the loss or damage means that the Insured Party has to incur an expense that prevents him or her from traveling, or if the presence of the Insured Party is required in order to assess the loss or to conduct any legal proceedings.

c) As a consequence of the Insured party losing his or her job due to unexpected dismissal by his or her employer that prevents the Insured Party from making the trip. This is subject to the Insured Party submitting his or her cancellation from the Mexican Social Security Department or the State Workers Social Security Institute.

d) As a consequence of the Insured Party starting a job and when he or she was unemployed when reserving the trip and this prevents the Insured Party for making the trip, subject to submitting registration with the Mexican Social Security Department or the State Workers Social Security Department.

e) As a consequence of the Insured Party taking school examinations to pass to the next grade and/or obtain a course certificate, if the date of the examination is the same as that of the Insured trip, and if said event prevents the Insured Party from traveling.



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f) If the Insured Party or his spouse becomes pregnant, provided that this situation happens the policy is taken out.

g) Serious pregnancy complications that, by medical prescription, require the Insured Party or his spouse to rest or go to hospital, provided that said complications arise after the policy was taken out and before the trip begins.

h) Complications of the health of the Insured Party due to intolerance to immunization.

i) If the insured trip is delayed and provided that this the cause is covered by Cancellation of Travel Coverage, the Company shall refund all expenses incurred for delay in traveling that the Insured Party incurs and that are invoiced in accordance with the sale conditions of the travel agency at which the ticket for the insured trip was bought, or any travel service provider, up to the equivalent of the indemnity payable if the Insured party had cancelled the insured trip.

2. Trip Curtailment

Without exceeding the sum insured specified on the coversheet, the Company shall refund the expenses that the Insured Party incurs under any of the following circumstances:

a) **Unscheduled interruption of insured trip.**

If the Insured Party is required to return his or her normal place of residence early, as a consequence of a risk covered in accordance with the **Risks Covered (Section 2.1)**, in other words, if the Insured Party may not continue with the original itinerary of the insured trip, the Company shall pay all supplementary travel expenses under the same conditions as those of the original reservation.

b) **Travel services not used.**

If the Insured party is required to return early to his or her normal place of residence, as a consequence of a risk covered, as established in the **Risks Covered (Section 2.1)**, in other words, the Insured Party may not continue with the original itinerary of the insured trip, the Company shall pay pro rata expenses of travel services not used as from the date on which the Insured Party notifies unscheduled interruption of travel and up to the end of the trip insured.

Travel services include:

b.1) Reservations on transport for to travel to the place of destination of the insured trip, including by air, sea, bus or train.

b.2) Reservations at hotels, reservations at rest homes, reservation on houseboats or yachts.

c) **In the event of extension or stay.**

If the Insured Party or any companion on the insured trip may not travel due to an accident or illness covered by the **Medical Assistance in the Event of an Emergency due to Accident or Illness (Section 4)** during the trip insured, the Insured Party shall receive daily indemnity of up to \$60 United States America dollars for accommodation for up to maximum of ten days.



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d) Interrupted excursion.



If the Insured Party is temporarily unable to continue with the scheduled itinerary of an excursion that is part of the trip insured, as a consequence of a risk covered by Medical Assistance, the Company shall pay all travel expenses incurred for the Insured Party to catch up with the excursion. The maximum limit of liability for the Company is the value of services not used, less supplementary return travel expenses under the same conditions as the original reservation.

e) In the event of extraordinary natural phenomena

The Company shall pay daily indemnity of \$60 United States American dollars for up to maximum of ten days in the event of unscheduled interruption of a trip or extension of stay if the Insured Party is no longer able to continue with the trip insured, due to flooding, mud slides, earthquake, volcanic eruption, cyclones, hurricane, sea swell, tidal waves or mud slides at the vacation center.

2.1. Risks covered.

The above coverage for interruption of travel applies under the following circumstances:

a) In the event of the death, bodily injury or illness:

a.1) Of the Insured Party, his or her spouse or any ascendant or descendant, including parents, children, grandparents or brothers and sisters.

a.2) Of the person responsible for children of minority age or disabled children during the trip.

b) As a consequence of the loss of or damage to the property of the Insured Party due to fire, explosion, storm, hailstorm, lightning strike, flooding, avalanche, volcanic eruption, earthquake, mud slide or crime perpetrated by a third party, if the loss or damage requires the Insured Party to incur an expense to travel or if the presence of the Insured Party is required to assess the loss or conduct any legal proceedings.

c) In the event of breakage of a prosthesis or the loss of a joint implant.

3. Hotel and Taxi in the event of missed flights (Delay in Travel)

If covered under this section on the coversheet, the Company shall pay for any loss of or damage to luggage during insured trips, up to the maximum sum insured specified on the coversheet. This coverage applies as from check-in, in other words, when luggage is checked with the airline, the train, vessel, bus or when registering at a hotel, from the day on which the insured trip begins and ending when the Insured Party arrives at his or her destination with his or her luggage.

The above travel delay coverage applies under the following circumstances:



- a) If there is any delay in the departure of the means of transport. This coverage applies if the means of public transport chosen by the Insured Party to undertake the insured trip is delayed for more than eight hours after its scheduled departure time.
- b) If the means of transport is lost due to an accident "on route". This coverage applies if the means of transport on which the Insured Party undertakes the scheduled trip is involved in an accident when in route to an airport, port, railroad station or bus station.
- c) If there is any delay in travel due to overbooking. This coverage applies if the transport company has reserved more seats than those actually available on the means of transport and, as a consequence, there is a delay in the scheduled trip. If the delay lasts more than six hours, the Company shall indemnify the expenses that the Insured Party incurs, up to the limit of the sum insured for this coverage as specified on the coversheet of the policy.

It shall be understood that for this coverage that none of the risks covered may be cumulative or complementary, as once a claim has been submitted for one of them, all other shall be deleted, on the understanding that all others were caused for the same reason.

4. Damaged Baggage

If covered under this section appears on the coversheet. The Company shall pay for any loss or damage to luggage during insured trips, up to the maximum sum insured specified on the coversheet. This coverage applies as from check-in, in other words, when luggage is checked with the airline, the train, vessel, bus or when registering at a hotel, from the day on which the insured trip begins and ending when the Insured Party arrives at his or her destination with his or her luggage.

4.1. Items covered

Under this section, all personal items used during the insured trip, such as clothing and accessories, watches, wallets, not including money and/or valuables, handbags, pens, pencil cases, jewelry, electronic, electrical, photographic, and video equipment and apparatus, sports equipment, gifts and souvenirs are covered against the risks established in section 4.3.

Insured luggage shall be classified as follows for the purpose of the policy:

- a) Hand luggage: that which the Insured Party carries during the trip, for example, handbags or wristwatches.
- b) Checked baggage: that under the safekeeping of the transport company or service provider, in other words, baggage checked with the airline, train, vessel, bus or hotel.
- c) Skiing: if specified on the coversheet of the policy, skiing equipment that is part of checked baggage shall be covered against loss, theft or damage. The depreciation table below for the purchase price shall be taken to account when paying indemnity under this coverage.

Months	Purchase value
12	85%
24	65%
36	45%
48	30%
60	20%
More than 60	0%

d) Renting skiing equipment. If covered on the coversheet of the policy and in the event of loss, theft or damage of skiing equipment, expense for renting skiing equipment shall be paid up to a maximum of \$ 400 United State America dollars.

4.2. Sums insured

For the purpose of this section, the sum insured applies as stipulated on the coversheet of the policy:

- a) Articles lost or destroyed. At the actual value of the items as of the date of loss, up to the maximum sum insured stipulated on the coversheet.
- b) Damaged articles. The cost of repairing said articles, up to the actual value of the items at the time of loss.
- c) Photographs, films, videos, audio and data. The value of the item affected, not taking its content into account, up to a maximum of the actual value of the articles at the time of loss. Video and photographic equipment and accessories transported as checked luggage are not covered.
- d) Identification documents and visas. The official cost for reissuing documents, up to the sum insured specified on the coversheet of the policy.
- e) Valuables. Valuables are covered for up to 50% of the sum insured, the maximum being the actual value of the articles at the time of the loss. Valuables include jewelry, watches, precious metals, furs, pictures, art objects, silverware and silver in precious metals, unique objects, mobile telephones and accessories, cameras and photographic and video articles, radios, sound or image reproduction equipment, plus accessories, remote operated articles, rifles, shotguns and the optical accessories, wheelchairs and medical apparatus.

Jewels and furs are only guaranteed against theft and only if placed in the safety deposit box of hotel or if the Insured Party carries them on his or her person.

Valuables are not covered if transported as checked luggage.



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- f) Within the sum insured of this coverage up to a maximum of the actual value of the items at the time of loss, including information technology equipment and software, and accessories, up to a sub-limit of \$ 500 United States of America dollars.
- g) Within the sum insured for this coverage, up to a maximum of the actual value of the items at the time of loss, including sports equipment and accessories for up to 25% of the sum insured. Damage caused to this equipment by its use shall not be considered as covered.
- h) Gifts and souvenirs are insured for up to 10% of the sum insured, with a maximum limit of the actual value of the items at the time of loss.
- i) Luggage in a parked motor vehicle. Luggage stolen from a parked motor vehicle during the insured trip, or containers attached to the insured vehicle with padlocks are covered, if the loss takes place between 6:00 a.m. and 10:00 p.m., local time, at the place of the trip insured. Stops on trips lasting less than two hours are covered at all times.

4.3. Risks covered

The items referred to in section 4.1 are covered against the following risks, up to the total of the sum insured specified on the coversheet:

- a) Hand luggage lost or damaged during the trip insured as a consequence of:
 - a.1) The theft, loss of or damage to the items insured, as a consequence of violent theft and/or assault or attempted theft or assault, provided that theft is perpetrated by any person or persons using physical or mental force or violence when stealing the property of the Insured Party.
 - a.2) Accidents in which the means of transport is involved.
 - a.3) Fire, explosion, storm, hailstorm, lightning, flooding, avalanche, volcanic eruption, earthquake and landslide.
- b) Checked luggage if lost or damaged while in the safekeeping of a designated transport company, the hotel providing accommodation or a left-luggage establishment.
- c) Delayed baggage. If covered as specified on the coversheet of the policy, the Company shall indemnify the Insured Party up to the total of the sum insured, by refunding all expenses incurred due to checked luggage being delayed for more than 24 hours. This coverage shall not apply if the delay takes place on the return trip to the normal place of residence of the Insured Party.
- d) If included under ski coverage and if the skiing equipment owned by the Insured Party is delayed for more than twelve hours and has been registered as checked baggage, indemnity up to \$ 250 United States of America dollars shall be paid to rent skiing equipment.

4.4. Exclusions

The following is not included under the policy:



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- a) Goods and material for professional use, coins, bills, travel tickets, stamp collections, negotiable instruments, identity documents and, in general, all documents and securities on paper, credit cards, tapes and/or discs with a memory, documents registered on magnetic strips or film, professional collections and material, prostheses, sunglasses and contact lenses. Personal computers shall not be considered as professional equipment or material.
- b) Theft, except inside hotel rooms or apartments, when locked. "Theft" shall be understood as any item being removed, without violence, intimidation or force.
- c) Damage caused by normal wear and tear, inherent vices and incorrect or insufficient packing, and that caused by the slow erosion due to weather conditions.
- d) Loss of an item not entrusted to a transport company and that has just been mislaid or lost.
- e) Theft when camping or caravanning on free campsites, excluding objects of value on any type of campsite.
- f) Any damage, loss or theft resulting from personal objects effects and objects being left unsupervised in a public place or in an establishment where they may be at the disposition of several occupants.
- g) Breakage, unless caused by an accident on transport, caused by theft or with fracture, armed aggression, fire or fire extinction.
- h) Damage caused intentionally by the Insured Party or the serious negligence of the Insured Party, by spillage of liquids carried in luggage.
- i) All motor vehicles, their complements and accessories.

5. Delayed Baggage

The Company shall cover the Insured Party for up to the total of the sum insured, by refunding all expenses for essential articles, incurred due to checked luggage being delayed by 24 hours. **This coverage shall not apply if luggage is delayed on the return trip.**

6. Emergency Medical Assistance in Mexico (by Refund Only)

Without exceeding the sum insured stipulated on the coversheet of the policy, the Company shall provide coverage as a sole and combined limit.

It is also stipulated that if the sum insured has a sub-limit for any coverage included in this section, said sum shall form part of the sum insured and is not in addition to the sum insured.

This type of coverage applies as follows:

Medical



Expenses incurred for medical services, including hospitalization, operations, medical fees and prescribed medications, dental expenses, transport in the event of an accident or illness of the Insured Party that takes place during the insured trip are covered. The relationship between the Insured Party and medical service providers shall be the responsibility of the Insured party, so the Company does not assume any liability for the service received or for payment of damage and losses.

Medical and hospitalization expenses

Expenses for medical treatment required during the insured trip and incurred due to medical instructions are covered and include the cost of:

- a) Patient treatment, including admission into hospital and surgery.
- b) Medications and bandages, up to \$ 300 United States of America dollars, which is a sub-limit of the sum insured, so it is included therein.
- c) In the event of premature birth, the cost of treating the newborn baby, up to the sum insured as stipulated on the coversheet, which only applies when the Insured Party takes the insured trip made without having suffered any previous pregnancy complications.
- d) If there are pregnancy complications during the insured trip, medical treatment is covered up to the sum insured specified on the coversheet, to prevent any immediate risk that threatens the life of the mother and/or the baby, but **not in the event of abortion**, provided that the pregnant woman is under the age of 38 and has been pregnant for at least thirty weeks when the complication arises.
- e) Walking aids, rental of wheelchairs and oxygen, if required for the first time due to an accident or illness that takes place during the insured trip, and prescribed by a doctor, up to a total of \$ 250 United States of America dollars, which is the sub-limit of the sum insured, so it is included as part thereof.

7. Dental Emergency in Mexico (by refund only)

Emergency dental treatment in order to relieve pain, including simple or temporary fillings and treatment to restore the function of dentures and total replacement of dentures, is covered up to a total of \$ 300 United States of America dollars, which is the sub-limit of the sum insured, so it is included as part of thereof.

8. Accidental death

The Company will pay any indemnity in the event of death due to an accident in which the Insured Party is involved during the trip, up to the sum insured specified on the coversheet of the policy.

For all coverage referred to below, children under the age of 14 shall be covered against the risk of death caused by an accident while traveling, although only for burial expenses, without exceeding the sum insured for this section specified on the coversheet of the policy.

Persons over the age of 80 shall not be covered in this section.

Death is covered if accidents occur:



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- a) On a means of public transport, such as aircraft, regular shipping line, train or coach in which the Insured Party is traveling as a passenger, including ascending and descending said means of transport.

Coverage does not include those persons who are traveling on rented private aircraft or single-engine aircraft with a propeller, turboprop, or jet engine, or cruise ships.

- b) When the Insured Party is a passenger on any means of public transport, such as taxi, rented car with driver, tram, bus, train or suburban train between the point of departure or arrival (house/hotel) up to a station, airport or seaport.

Maximum limit of indemnity

When it is proven that death has been caused as a consequence of an accident while traveling, the Company shall pay indemnity up to the limit of the sum insured for this section as specified in the coversheet of the policy.

9. Liability insurance

The Company undertakes to pay any damage, losses and moral damage that the Insured Party causes to third parties while traveling, in accordance with applicable civil liability legislation in effect in Mexico, or foreign legislation if damage is caused abroad, due to the non-malicious acts or omissions that take place during the validity period of the policy and that result in the death or illness of said third parties or the deterioration or destruction of their property.

Losses and moral damage shall be covered insofar that they are direct and immediate consequence of damage caused hereunder.

For the purpose of this coverage, duration of a trip is understood as the time between twelve hours before departure of the flight and twelve hours after the flight has landed.

The civil liability that the Insured Party incurs for damage caused to third parties on trips made within Mexico or abroad, if coverage for damage caused abroad has been taken out, is covered under any of the following circumstances:

- a. Trips for pleasure and vacations
- b. Working and business trips
- c. Trips made for educational and study purposes

Extent of coverage

The obligation of the Company includes:

- a) Payment of damage, losses and consequential moral damage for which the Insured Party is liable, as established in the policy.
- b) Payment of the defense expenses of the Insured Party, under the conditions of the policy.

c) This coverage includes:

1. Payment of the premiums for bonds that the Insured Party must provide to guarantee payment of sums claimed as civil liability covered hereby. Consequently, the obligations of the Company hereunder shall not include premiums paid for the bail that the Insured Party must provide to obtain preparatory, temporary or conditional liberty during criminal action.



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2. Payment of expenses, costs and legal interest to be paid by the Insured Party as established in a firm and final court order or an arbitration decision.
3. Payment of expenses that the Insured Party incurs for processing and settling claims.

Restriction of coverage

- a) The maximum limit of liability for the Company for one or all incidents that may occur during the validity period of the insurance is the sum insured specified in the policy.
- b) The limit of the sum insured is the limit that only refers to the person who is named as the Insured Party on the coversheet of the policy.
- c) The occurrence of various types of damage during the validity period of the policy due to the same cause shall be considered as a single loss that shall be considered as realized when the first damage takes place.
- d) Payment of the expenses referred to in point 2, paragraph b), shall be included up to 50% of the sum insured.

Notice in the event of an incident

The following action should be taken in the event of an incident covered hereby:

a) Taking precautions:

The Insured Party undertakes to do everything necessary to prevent or reduce damage. If there is no danger in not doing this immediately, the Insured Party shall ask the Company to provide instructions, which it must follow precisely. Expenses that the Insured Party incurs that are reasonably necessary and acceptable, in order to avoid or decrease damage shall be paid by the Company, in advance if the Company gives instructions.

If the Insured Party fails to meet its obligation to take precautions and follow the instructions of the Company, the Company shall be entitled to limit or reduce indemnity payable up to the value to which it would have amounted if the Insured Party had met this obligation.

b) Notice of claim.

As soon as the Insured Party or its representative becomes aware of any claim or lawsuit for an incident that has taken place during the validity period of the policy, it must notify the Company in writing within 5 (five) calendar days and, within the same time, send all original documents received, or copy thereof, by courier. If the Insured Party fails to meet this obligation, the Company shall be released from its obligation to pay indemnity under the coverage for the incident up to the sum that would have been paid if notice had been given on time.

c) Cooperation and assistance that the Insured Party gives the Company:

For all procedures that may be filed against it on account of the liability covered hereby, the Insured Party undertakes to:

- Provide any information and evidence that the Company asks to defend itself, if necessary or when the Insured Party does not appear.
- Take any action and file any arguments it is required to by law.
- Appear at all proceedings.
- Grant power of attorney to the attorneys that the Company appoints to represent it at said proceedings, if the Insured Party may not directly appear at said proceedings.

All expenses that the Insured Party incurs in order to meet its obligations for defense expenses shall be charged to the sum insured.

d) Conducting proceedings:

Once the Insured Party has met its obligation established in paragraph b) above, the Company undertakes to immediately notify it in writing whether it will conduct the proceedings or not.

If the Company does not inform the Insured Party in the manner established, it shall be understood that the Company has decided to conduct the proceedings filed against the Insured



Party, in which case the Insured Party must cooperate with the Company under the aforementioned terms.

If the Company decides not to conduct the proceedings, it shall pay the Insured Party in advance the sum that it undertook to pay in its regard, so that the Insured Party may pay its defense costs; the Insured Party must conduct its defense with all due diligence. The Insured Party must notify the Company in writing of the status of the proceedings, upon request.

If the Company decides to conduct the proceedings itself, irrespective of the result thereof, the Company shall not be liable for the judgement given, provided that the Company has acted diligently, however, if the Company acts negligently or culpably, it shall pay all expenses, without exceeding the sum insured in effect at the time of the incident.

e) Claims and lawsuits:

The Company is authorized to settle all claims in or out of court, conduct legal action or file motions with the courts and to sign agreements.

The Company shall not be required to answer for acknowledging debts, transactions or any other similar legal acts, whether done or completed. If the Insured Party conducts these proceedings without authorization of the Company in writing, the confession of materiality of an event may not be assimilated to acknowledgement of a liability.

f) Refund:

If the Insured Party decides to indemnify the third party affected, wholly or partially, with the prior agreement of the Company, the Insured Party shall be refunded the relevant proportion.

Specific exclusions of the civil liability section

Under no circumstances shall the Company be liable for damage or losses as a consequence of:

a) The liability of others under which the Insured Party undertakes to replace the original obliged party, to repair or indemnify any eventual and future damage caused to the person or property of third parties, under an agreement or a contract.

b) Liability for and/or damage caused by nuclear reaction or radioactive contamination.

c) Liability for and/or damage caused to third parties by products manufactured, delivered or supplied by the Insured Party or for work performed.

d) Liability for and/or damage caused by work, construction work, extensions or demolition work.

e) Liability for pollution of any type.

f) Liability as a consequence of the mislaying or theft of goods.

g) Liability and/or damage caused to the property of third parties in the possession of the Insured Party on deposit, in its safekeeping or as decided by the authorities and that are in the power of the Insured Party under a lease, sub-lease or on gratuitous loan.

h) Liability for the use, ownership or possession of motorized vessels, aircraft or land vehicles.

i) Liability derived from damage caused maliciously or with the complicity and/or involvement of the Insured Party, its representatives or employees.

j) Liability for damage caused to the spouse, common-law spouse, parents, children, brothers and sisters, parents or brothers and sisters-in-law and other relations of the Insured Party who live permanently with him or her.

k) Liability imputable to the Insured Party in accordance with the Federal Labor Act, the Social Security Act or any other provision complementary to said acts.

l) Liability for damage derived from the exploitation of an industry or business, exercising a profession or rendering a paid service or holding a position or carrying out an activity of any type, even when honorary.

m) Civil liability for professional risk.

n) Serious culpability or inexcusable negligence of the victim.

o) Claims and/or damage due to acts of God or events of force majeure, riots, fights, malicious acts, popular uprisings, strikes, bomb scares and/or similar events.

p) Guarantee of products traded by the Insured Party, including genetic damage caused to persons or animals.



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q) Any liability or damage and/or obligation to defend resulting from damage to property, damage to persons, bad health, occupational illness, disability, shock, death, mental anguish or mental harm at any time resulting from the manufacture, extraction, use, sale, installation, recall, distribution of or exposure to products containing tobacco, asbestos, asbestos fiber, dimethyl isocyanate, oxyquinoline, biphenyl chlorides, such as dioxin, furan, chlorofluorocarbons, polychlorinated biphenyls, chlorophenol, chlorinated hydrocarbons and pesticides such as aldrin, chlordane, dieldrin, endrin, mirex, toxaphene, DDT, heptachloride and hexachlorobenzene; toxic moss, aflatoxins and mycotoxins; urea foa, formaldehyde, dietaylist (DES), methyl, ter-butyl, ether, dimethyl isocyanate, terephthalates, organochlorides, mercury and its components, lead, heavy metals and compounds; genetically-modified products and organisms, transgenic products, contraceptives and human fertility treatment products, rubber or rubber-by products and electromagnetic fields.

r) Loss, damage, distraction, distortion, deletion, corruption or alteration of data caused by a computer virus, failure of an external network or loss of use, reduction in functionality, costs and expenses of any type resulting therefrom, not taking into account any other contributing or concurrent cause or event or in any sequence of loss.

s) Any claim for damage caused by transmission of diseases.

t) All indemnity in the nature of a fine, penalty, punishment or example, such as those referred to as "punitive damage", "damage in revenge", "exemplary damage" or others defined similarly.

u) Physical injury or damage to goods due to the serious culpability of the Insured Party for:

- Being under the influence of alcohol.
- Having originated or contributed to the intoxication of the person that caused the damage.
- Having provided alcoholic beverages.
- Contravening any legal provision concerning the sale, donation, distribution or use of alcoholic beverages. This exclusion only applies if the Insured Party manufactures, distributes or sells alcoholic beverages, or is an employee or renders services to a company that conducts this type of business.

v) The obligation of the Insured Party under labor laws, including disability benefits. Liability of the Insured Party as employer. Physical injury to an employee of the Insured Party.

w) Physical injury or damage to property derived from:

- The transport of mobile equipment in an automobile owned, driven or rented by or loaned to the Insured Party.
- The use of mobile equipment for racing, demolition or dubbing.

y) For extraordinary natural phenomena, such as flooding, mud slides, earthquakes, volcanic eruptions, cyclones, hurricanes, sea swell or tidal waves.

z) Fines.

aa) Ex-gratia payments.

bb) For genetic damage caused to persons, animals or plants or any living being that is assumed to have a central nervous system.

cc) For infectious diseases.

dd) For loss of and/or damage to property or persons that, directly or derived from or that have a relation to "Internet operations".



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For the purpose of the section, "Internet operations" shall be understood as:

1. The Insured Party using e-mail.
2. The Insured Party using the Internet or a public web site.
3. The Insured Party using the intranet, "intranet" being understood as the internal data and information technology resources of the Insured Party.
4. Operation and maintenance of the web site of the Insured Party.
5. Any recommendations or information on the web site of the Insured Party.

VIII. General Clauses

1) **Assistance Contract Coverage.** The effective term of the assistance and insurance contract starts and ends 24 hours before and after the date of travel, except for benefits considered as from when the trip is paid for.

2) **Sum insured.** For each type of coverage, the sum insured established on the individual certificate only constitutes the maximum liability of the Company and shall apply for each type of coverage specified herein, per beneficiary, for the period of benefit and may not be replenished.

3) **Correspondence.** Any correspondence or notice that the beneficiary needs to send concerning the contract must be writing and delivered to the offices of the Company specified on the individual certificate, by any means of communication authorized by the Company.

4) **Territorial coverage.** For the purpose hereof, only those beneficiaries who live permanently in Mexico, the United States, Guatemala, Costa Rica, Puerto Rico or in any other country to which Volaris opens route in the next period will be entitled to coverage. The Company may ask for the documents it sees fit in order to prove the trip when services for medical attention outside Mexico are asked for.

5) **Restriction of coverage.** The Company shall not provide coverage nor shall be liable to pay any claim or sum under any benefit hereunder when this may lead to the Company being fined, prohibited or restricted either financially or legally, as established in resolutions issued by the United Nations, the laws and regulations of the European Union, the United Kingdom or the United States of America or if it is on any list or included in any restrictive resolution issued by international organizations.

6) **Currency.** All values included in the contract, including the sum insured, will be in the currency specified on the coversheet of the contract, however, all payments agreed under the contract shall be made in Mexican pesos in accordance with Article 8 of the Monetary Act, as of the date of payment.

7) **Age.** The age range for taking out the contract will be from the date of birth up to the age of 80 (eighty).

8) **Incidents.** When any incident occurs that may give raise to indemnity in accordance herewith, the beneficiary, its representatives or agents must reported it to the Company as soon as possible in writing, by e-mail or over the telephone, and confirm said incident in writing within 5 (five) business days as soon as it becomes aware of it. This notification will only be valid when the Company allocates it a claim number. Failure to provide this notification may result in indemnity being reduced to the sum that would originally have been paid if the Company had been notified promptly of the same, unless it is proven that said delay was due to an act of God or event of force majeure and that notification was given as soon as the act of God or event of force majeure ceased.



9) **Tax.** The payments that the Company makes to its beneficiaries shall be subject to withholding of tax in accordance with the procedures and tax rates established in tax laws at the time payment is made. If any payment referred to herein is not made, the Insured Party may go to the Federal Consumer Protection Agency with regard to the Assistance Services, and to the National Commission for the Protection and Defense of Financial Services Users with regard to risks insured.

IX. Exclusions

It is understood and agreed that under no circumstances shall the assistance contract cover:

1. Medical and hospital expenses derived from illnesses that prevent the beneficiary from traveling, diagnosed beforehand by a doctor, in other words, pre-existing conditions; total and permanent disability caused by these conditions will also not be covered.
2. Psychological or psychiatric treatment, mental disease, states of psychic depression or nervous depression, hysteria, neurosis or psychosis, irrespective of its clinical manifestation, and treatment of behavioral and/or learning disorders, early stimulation, and rehabilitation and/or stimulation of hearing and speaking.
3. Pregnancy complications, if in the last three months of gestation before the probable date of birth, child birth, puerperium, fetal death, pre-natal examinations and mother cell treatment.
4. Treatment for any disease and/or accident as a consequence of drug addiction, drug abuse, drug dependence, alcoholism and their respective treatment.
5. Aesthetic, cosmetic or plastic procedures or treatment for baldness, diets, obesity, anorexia and bulimia, and the complications thereof, procedures or treatment for correcting and/or handling obesity and/or reducing weight, including bariatric surgery for treating diabetes and reflux; any type of study and/or treatment to correct alterations in sleep, apnea of sleep, snoring and their complications; treatment or procedures for treating sexual impotence or erectile dysfunction, even when caused by a disease or accident the expenses of which are covered; treatment for osteoporosis and osteopenia, unless the beneficiary has suffered a fracture or is being treated with systemic steroids; therapeutic treatment or procedures the aim of which is to correct astigmatism, presbyopia, hypermetropia, optical or visual conditions, myopia, keratoconus or any refraction or strabismus disorder, and buying glasses, contact lenses, intraocular lenses and intra-cornea rings.
6. Experimental treatment and its complications, not legally authorized in the place in which the beneficiary is located.
7. Medical and surgical treatment provided by doctors that do not have a professional license, acupuncturists, naturalists and vegetarians; fees and any type of medical or surgical treatment given by doctors for any accident, illness or condition other than that for which they are legally specialized; medical fees when the doctor or any member of his or her family in straight line is a beneficiary.
8. Treatment or surgery, including exploratory examinations, that is not directly related to the accident or illness that occurs during the trip and means that the beneficiary has to be hospitalized.
9. Treatment or services provided by any institution that is not legally authorized to render medical, hospital or surgical services.
10. Any type of medical treatment or surgery that, in the opinion of the treating doctor, is not considered as a medical emergency.
11. Expenses that the beneficiary incurs as a consequence of a disease when the beneficiary has not been vaccinated in the manner recommended and/or has not taken a drug recommended.
12. Total and permanent disability, if the beneficiary is able to or may be able to do paid work, even when said work is other than that which the beneficiary had before suffering physical injury.



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13. Expenses for obtaining or replacing medications the beneficiary knew would be necessary to use or continue using outside his or her permanent residence, from before or when travel begins, unless specified previously.
14. Diseases for which the beneficiary goes on a trip in order to obtain any type of medical treatment, hospitalization or to have a medical concentration outside his or her normal place of permanent residence.
15. Complications of diseases for which the beneficiary is not following the medical treatment recommended or taking the medications prescribed by the treating doctor.
16. Replacement and total or partial repair of prostheses, implants, grafts or any orthopedic apparatus, and the purchase or rental of orthopedic shoes, insoles, orthopedic supports, reversed lasted footwear, heel wedges, bars, metatarsal pads and any orthopedic addition to shoes hearing aids or cochlear implants.
17. Injuries suffered by the beneficiary when traveling as a pilot, passenger, mechanic or crew member on an aircraft that does not belong to a legally established transport company or a concession for a regular passenger service that has timetables, frequent flights and regular times, and flights on very light planes with or without an engine.
18. Injuries caused by the professionally practice of any sport.
19. Injuries suffered by the beneficiary for indulging in winter sports, whether as an amateur or professional, such as ski stunting, free-style skiing, Nordic skiing, ice hockey, bobbing, tobogganing, heli-skiing, skiing acrobats, ski flying, ski jumping, alpine skiing, glacier skiing, snow cat skiing, snow karting or using bobsleighs, light bobsleighs or skeleton bobsleighs and skiing on snow.
20. The following formulas or preparations of products:
 - a) Milk formulas, food supplements and complements, multivitamins, cosmetics and dermatological products.
 - b) Medications not prescribed.
Stem cell medications.
 - c) Medications that are not related to the accident, disease or condition covered.
 - d) Naturist formulas.
 - e) Medical techniques and technologies not approved by the FDA of the United States of America, based on clinical and scientific evidence, unless expressly excluded.
 - f) Expenses for medication not registered in the pharmacopeia of Mexico or in the pharmacopeia of the country in which the medication is dispensed.
21. Any type of medical, pharmaceutical or hospital expense that does not exceed the minimum amount of the claim.
22. Any expense as a consequence of any injury that the beneficiary suffers when taking part in strikes, war, invasions, acts of foreign enemies, hostilities (whether war has been declared or not), rebellion, civil war, insurrection, acts of terrorism, pronouncements, demonstrations, popular uprisings, radioactive attack or any other event of force majeure.
23. Any expense as a consequence of self-inflicted injury, attempted suicide or perpetrating criminal acts, even when committed in a state of mental disorder.
24. Any expense incurred as a consequence of injuries that the beneficiary suffers when volunteering for experiments.
25. Any expense incurred as a consequence of the beneficiary taking part in riots or fighting, except in the case of self-defense.
26. Any expense incurred as a consequence of death or injury directly or indirectly caused by any malicious act committed by the beneficiary.
27. Any expense incurred as a consequence of any injury caused in a riot provoked by the beneficiary or by any criminal act in which the beneficiary participates directly, or if he or she is under the influence of alcohol, drugs, stimulants or any similar substance, even when prescribed by a doctor.



28. Donation of organs and the complications thereof, when the beneficiary is a donor, nor expenses incurred for any medical or surgical complication of organ donors; compatibility and, general health studies and examinations carried out on possible donors for the beneficiary.
29. When the beneficiary does not wish to appear before a proper authority.
30. Any expense derived from malicious action taken by the beneficiary.
31. Functional obligations as a member of the armed forces.
32. Trips to a specific country, area or event to which a government organization in the country of origin of the beneficiary or the World Health Organization (WHO) has recommended not to visit or that is under embargo of the United Nations.
33. Legal expenses that the beneficiary incurs when submitting claims against a transport company, travel agency, a vacations agency or a tourist operator who organizes any trip, the company, the assistance company or any customer company throughout the world, irrespective of the location.
34. Any type of expense incurred by the beneficiary as a consequence of the bankruptcy or suspension of payments of a transport company.
35. Any other type of expense that the beneficiary incurs if prevented from using the services engaged for the trip for causes imputable to the service provider.
36. Any expense or damage incurred directly or indirectly by pressure waves created by aircraft or any other air vehicle that travels at less than the speed of sound or supersonic speed.
37. Any expense or damage directly or indirectly derived from ionizing radiation or radioactive pollution emitted by nuclear fuel or any nuclear waste, combustion of nuclear fuel, radioactive, toxic or explosive properties or any other hazardous properties of the nuclear assembly or of a nuclear component of said assembly.
38. Any damage or expense for performing any work during a trip that requires installation, assembly, maintenance, repair or use of electrical, mechanical or hydraulic installations or hazardous equipment.
39. Any damage or expense for using motorized vehicles.
40. If travel assistance and insurance has been taken out while the beneficiary is traveling outside his or her normal place of residence, no claim or any incident that occurs on said trip shall be covered.
41. Any expense or damage that the beneficiary incurs upon conclusion of his or her trip.
42. Any expense or damage not expressly referred to above in the general conditions.

GENERAL EXCLUSIONS THAT APPLY TO ALL FORMS OF COVERAGE

Under no circumstances shall the Company be liable for any losses or damage as a consequence of:

- a) The fraud, deceit or bad faith of the Insured Party, his or her relatives or the person who represents his or her interests.
- b) Extraordinary natural phenomena, such as flooding, mud slides, earthquakes, volcanic eruption or cyclones, hurricanes, sea swell and tidal waves, except as established in **Sections 1.1 and 2.1**.
- c) Medical treatment that is the reason for the insured trip, medical check-ups, preventive check-ups, pediatric examinations, dentistry, endodontics, periodontics, orthodontics, fillings, dental prostheses, apicectomies, implantology and the means of diagnosis required for this type of treatment.
- d) If the Insured Party travels despite needing treatment for medical reasons (dialysis, for example) in any hospital close to his or her normal place of residence and if the policy covers treatment at the place visited.



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- e) For any disease or illness derived from any chronic condition or any condition diagnosed before travel.
 - f) The purchase or repair of pacemakers, any type of prosthesis and visual aids.
 - g) Expenses incurred for any treatment and/or medication not scientifically acknowledged.
 - h) For any treatment given at health spas or clinics or any other method of rehabilitation.
 - i) In event of pregnancy and childbirth except as established in the Medical Assistance section.
 - j) For pre-natal care or abortion.
 - k) Any bodily injury caused while the Insured Party is mentally ill or suffering from paralysis, apoplexy, epilepsy, diabetes, alcoholism, drug addiction, any condition of the spinal column, syphilis, AIDS, encephalitis, and, in general, any injury or illness that reduces the physical-psychic capability of the Insured Party.
 - l) Bodily injury caused as a consequence of taking part in any crime, provocation or riot, except in the event of self-defense, and duels, any imprudent action, betting or any other hazardous or reckless undertaking and accidents suffered as a consequence of pandemics, earthquakes, flooding and volcanic eruption.
 - m) Any disease, hernia, lumbago, infarction, intestinal strangling, varicose veins, complication, poisoning or infection not directly and solely due to an injury as a consequence of an accident while traveling; the consequences of any unnecessary surgery or treatment for treating accidents suffered and those that are part of personal care.
 - n) Injuries caused as a consequence of any accident when using two-wheeled vehicles less than 75 c.c.
 - o) Injuries caused when conducting a professional activity, except those of a commercial, artistic or intellectual nature.
 - p) Incidents will not be covered but if intentionally caused by the Insured Party.
 - q) Aggravation of accidents that took place before the policy was issued is not included.
 - r) Cosmetic surgery.
 - s) If the Insured Party does not observe the restrictions, recommendations, or suggestions made by the airline, its crew, the government or any other official authority while traveling.
 - t) Mental illness and depression, without hospitalization, or that which requires hospitalization for less than seven days.
 - u) Diseases for which treatment or medical care is provided within thirty days of the date on which the trip is reserved.
 - v) If the Insured Party is under the influence of drugs, solvents or alcohol, except for medications prescribed by certified doctor, although not including those used for treating drug addiction.
 - w) Any loss or damage caused to the Insured Party as a consequence of any warlike activity, even wars abroad or civil war, insurrection, subversion, rebellion, expropriation, requisition, confiscation, seizure or arrest on the part of the proper authorities on account of their functions, when intervening in said acts.
 - x) Terrorism.
- i. For the purpose of the policy, terrorism shall be understood as:



ii. The act of a person or persons who, on their own account or representing any other person or in connection with any organization or government, perpetrates acts by force, violence or using any other medium with political, religious, ideological or ethnic ends or any other ends, with a view to overthrow an elected government or to influence or pressure it to take decision or to alter and/or influence and/or to cause alarm, terror or fright in the population, in a group or section thereof or in any sector of the economy.

iii. Based on the foregoing, losses or material damaged caused by said indirect and direct acts, with a mediate or immediate origin, resulting from the use of explosives, toxic substances, fire arms or any other means, against persons, things, or public services and that, in the face of a threat or possibility of being repeated, causes alarm, terror or fright in the population or a group or sector thereof, are excluded.

iv. Losses, damage, costs and expenses of any type, directly or indirectly caused by, resulting from or in connection with any action taken to control, prevent or suppress any act of terrorism are also included.

y) For any act of the armed forces or security forces, even during times of peace.

z) For failure to provide any indispensable travel documents, such as passports, visas and vaccination certificates.

aa) Pregnancy complications, except as specified in points f and g) in Section I.1.

bb) As a consequence of acts related to radioactive energy.

cc) In the event of suicide and/or any injury or sequel caused by attempted suicide.

dd) Any injury that the Insured Party contravenes due to any excusable culpability.

ee) For payments owed to any travel agency or travel service provider as a consequence of cancellation of the trip insured.

ff) If the Insured Party is involved in:

i. Training or any action supervised by military authority.

ii. Any sport practiced professionally or under a payment contract.

gg) Any motor sport event or training for said event, on an amateur basis and at any level (cars, motorcycles or any motorized vehicle) flying sports, skin diving, using oxygen tanks or breathing apparatus and free diving; hazardous sports such as hang gliding, American football, baseball, hunting, bungee jumping, boxing, canoeing, white water rafting, soccer and cricket, hazardous expeditions, resistance tests, go karting, rallying, hockey, ice hockey, marathon running, motorcycle acrobatics, martial arts, mountain biking, polo, mountain climbing, safaris with weapons, parachuting, gliding, warlike games, water ski jumping, weight lifting, canoeing and wrestling, mountain climbing, rock climbing, caving, skiing, surfing, motocross, racing or resistance trials, ballooning or travelling by air, gliding, hang gliding, paragliding, polo, boxing, rugby, underwater fishing, parachuting and any other sport with a similar degree of risk.

hh) Any epidemic or pandemic officially declared by the health authorities.

ii) When the medical certificate or report requested by the Company in Clause 6, section 3, does not show that the Insured Party is unable to travel.

jj) Consequential damage resulting from strikes, popular uprisings, civil commotion, vandalism and damage caused by the acts of malicious persons.

kk) Goods and material for professional use, coins, bills, travel tickets, stamp collections, instruments of any type, documents of any type, except for official identity documents and visas, securities on paper, credit cards, tapes and discs with a memory, documents registered on



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magnetic strip or film, collections and professional material, prostheses, sunglasses and contact lenses, personal computers not being included as professional material.

ll) In the event of theft without violence and/or loss or mislaying of property, except in locked hotel rooms. "Theft without violence" is understood as any theft due to negligence, without any violence or intimidation being used against persons nor any force against things.

mm) Damage caused due to normal wear or tear, inherent vices and incorrect or insufficient packing, and that caused by slow action of the weather.

nn) Losses resulting from an object not entrusted to a transport company and that has simply been mislaid and/or forgotten.

oo) Any damage, loss or theft resulting from personal articles used during the trip insured being left unattended in a public place.

pp) Any type of consequential loss.

qq) The Insured Party is traveling on an aircraft that does not belong to a commercial public airline authorized to transport passengers.

rr) The Insured Party is rendering services as a member of an aircrew.

ss) The Insured Party is not observing restrictions or following recommendations, or suggestions made by the airline, the crew, a government or any other official authority while traveling.

tt) Damage intentionally caused by the Insured Party, or the serious negligence of the Insured Party and that caused due to the spillage of liquids carried in luggage.