

Holder of the card contract

Tax No.

Contract number

Description

Policy No.

Cover start date \*

Cover end date \*\*

44000045-7798

01-01-2022

31-12-2022

\* or card contract date, if this were later

\*\* or card contract expiry date, if this were prior

This certificate replaces for all purposes any insurance or informative document that may have been previously provided by reason of being the holder of a card contract of the indicated type.

**PRELIMINARY CLAUSE**

The insurance contract is governed by the provisions of Law 50/1980, of 8 October, on Insurance Contract and all other Spanish regulations governing private insurance. Furthermore, it is also governed by the covenants set forth in the policy.

**DEFINITIONS**

**Insured person:** the Carné Joven cardholder, when in effect.

**Beneficiary:** person(s), individual or legal entity, with a right to receive the provision.

**Insurer:** SegurCaixa Adeslas, S.A. de Seguros y Reaseguros, with address at Paseo de la Castellana 259C, edificio Torre de Cristal, 28046 - Madrid, N.I.F. A28011864.

**Deductible:** amount that is exempt from coverage. The value of the damages will be deducted to establish the amount of compensation or provision that is to be paid to the insurer in the event of occurrence of a claim covered by the policy.

**Carné Joven holder:** individual in whose name the Carné Joven has been issued with personal and non-transferable nature, at the request of its holder.

**Family members:** family members only include spouses, civil partners, children, parents, grandparents, siblings, parents-in-law, sons-in-law, daughters-in-law and brothers-in-law of the Insured person, except when otherwise specified for each individual coverage or guarantee. This consideration shall also be granted to the legal guardians of the Insured person.

**Insurance Policyholder:** CaixaBank Payments & Consumer, E.F.C., E.P., S.A.U., with address at Calle Caleruega 102, 28033 - Madrid, NIF number A08980153.

**PURPOSE OF THE INSURANCE**

The guarantees covered by the insurer are as indicated further on.

**TRAVEL ASSISTANCE GUARANTEES**

The insurer undertakes to provide to the insured person or persons the assistance coverage specified further on in this document, under the terms and with the limits established for each of these, **provided the claim arises in the course of a journey that does not exceed 90 consecutive days.** In general, the insurer will provide the coverage provided that the damaging events take place while the insured person is at a distance exceeding 15 km from his/her normal place of residence.

The insurance coverage will be temporarily limited to the duration of the journey.

**1. The covered benefits are:**

**1.1. Medical care due to illness or accident of the insured person abroad**

This guarantee covers up to a maximum of 4,000.00 euros abroad and of 6,010.12 euros in the U.S.A. and/or Canada, per insured person and claim:

**Medical fees:** The insurer will refund the fees paid to the physicians that provide primary medical care to the insured person in the event of severe illness or accident abroad, including surgical care provided the compulsory authorisation has been obtained from the insurer.

**Pharmaceutical expenses:** Likewise, the insurer will pay the amount of any medicine that have been prescribed by physicians indicated in the previous paragraph.

**Hospitalisation:** When the medical services of the insurer, in collaboration with the physicians that are attending to the insured person, so determine the need for the insured person to be hospitalised, the transfer costs until the centre where the insured person is to be admitted, stay and medication that is administered to the patient, shall be paid for by the insurer, as will the expenses arising from any surgical intervention that may be necessary. Similarly, the insurer will bear the costs until reaching the limit set for this guarantee, of the deposit that the medical centre may request in order to process the admission.

**The physician and surgery expenses, pharmacy and/or hospitalisation expenses will not be reimbursed when their amount is less than 9.02 euros, applicable separately to the services involving medical fees, pharmaceutical expenses and hospitalisation expenses that arise from each claim.**

**1.2. Emergency dentistry expenses abroad**

The insurer will bear, up to a limit of 60 euros, the expenses arising from emergency treatment resulting from the onset of acute dental problems when abroad, such as infections, pain or trauma, and that require emergency treatment.

**1.3. Medical repatriation or transfers**

The insurer will proceed to the transfer, with medical-healthcare attention if necessary, of the

insured person who has suffered an accident or severe illness in the course of a journey and when this decision is authorised by the physician of the insurer, in collaboration with the physician who is attending the insured person at the place of occurrence of the damaging events, until the closest hospital.

In the event of hospitalisation, at the time and when necessary, the insurer will carry out the subsequent transfer to the address or place of residence of the insured person.

Considerations of a medical nature: emergency, state of the ill or injured person and ability to travel, as well as circumstances such as weather conditions, distance, etc., shall constitute the criterion to determine whether the transportation should be carried out, to where and by what means and conditions. That is by:

- air ambulance
- commercial airline
- sleeping car
- ambulance
- mobile ICU, etc.

**Notwithstanding, an air ambulance may only be used in Europe and countries with a Mediterranean coast.**

**1.4. Travel expenses for a companion**

If the insured person were to require hospitalisation or were to die abroad, as a result of a risk covered by the policy, the insurer will facilitate to the person indicated by the former, a return ticket for railway (first class) or airline (economy class) or collective public transport with departure from anywhere in Spain to travel to the hospitalised person.

**1.5. Accommodation expenses for a companion**

In the event foreseen in the previous coverage, the insurer will pay, up to a maximum amount of 100.00 euros per day, with a 10 days limit or 1,000.00 euros, the accommodation and food expenses of the companion.

This guarantee will be applicable even if the companion was travelling with the insured person.

**1.6. Repatriation of mortal remains from abroad**

If, in the course of a journey abroad, covered by the policy, the insured person were to die, the insurer will deal with the procedures and expenses necessary for the repatriation of the mortal remains until the place of burial in Spain.

**In no case will this coverage extend to the expenses and administrative procedures involving the funeral rites and the burial itself.**

**1.7. Urgent messages service**

Similarly, via the alarm head offices, the insurer will convey urgent messages derived from the application of the coverages that are requested by the insured person and that cannot usually be sent via any other means.

**1.8. Location and shipment of luggage checked-in and transported by plane, ship, railway or bus**

In the event of total or partial loss of luggage and personal belongings that have been checked-in, due to transportation, damage, fire, or theft and provided that the transportation is by plane, ship, railway or bus, the insurer will provide its collaboration for reporting the incident, claiming damages and for managing the search and location, and subsequent return of such belonging.

**1.9. Location and shipment of luggage checked-in and transported by plane, ship, railway or bus**

In the event of a delay exceeding six hours affecting luggage checked-in for a flight, the insurer will compensate the insured person with a maximum amount of 120 euros.

**1.10. Early return of the insured person due to death of a relative**

If the insured person must cut short a journey due to the death of a relative, the insurer will provide the insured person with a railway ticket (first class) or airline ticket (economy class) or collective public transport, until the place of burial in Spain, of the deceased relative.

**1.11. Early return of the insured person due to hospitalisation of a relative**

If the insured person must cut short a journey due to the hospitalisation of a relative, the insurer will provide the insured person with a railway ticket (first class) or airline ticket (economy class) or collective public transport, until the place of hospitalisation of the relative.

**1.12. Early return of the insured person due to serious incident at his/her normal place of residence or professional premises**

If the insured person must cut short a journey due to a serious incident occurring at his/her normal place of residence or professional premises, the insurer will provide the insured person with a railway ticket (first class) or airline ticket (economy class) or collective public transport, until his/her usual place of residence.

**1.13. Dispatch of medication abroad**

Similarly, if the insured person is abroad, the insurer will send all vital interest medication, for the treatment of the injuries or severe illness occurred during the journey, that cannot be obtained in the place where the insured person is staying. The expenses arising from the medication shall be borne by the insured person.

**1.14. Sending cash abroad**

In the event of duly justified exceptional circumstances, the insured person requires a money for emergency expenses, the insurer will send the necessary funds subject to the prior delivery of a guarantee or formal commitment regarding the repayment of the amounts lent. The repayment shall be made effective to the insurer within a maximum period of 60 days. The maximum limit of the amount to be advanced will be 1,500 euros or its countervalue in the currency required.

**1.15. Private civil liability (non-contractual) during the journey**

This guarantee covers up to a maximum insured capital of 60,000 euros, per insured person, claim and year and an excess of 90 euros. The indemnities that are demanded from the insured person, as the party directly or collaterally civilly liable, in accordance with the legislation in force in the country where the claim is made, for material, personal or patrimonial damages consecutive to these, caused to third parties and derived from events that have occurred during a journey.

The limit of the insured capital, that represents the overall global limit of all the provisions listed below, includes:

- The payment of the indemnities that may arise from the civil liability of the insured person.
- The defence of the insured person in legal proceedings before the civil jurisdiction, by means of lawyers and court representatives that the company may appoint. Unless agreed otherwise, in any legal proceeding arising from a claim covered by the policy, the company will assume the legal management when dealing with claiming on behalf of the aggrieved party or his/her beneficiaries, appointing lawyers and court representatives who shall defend and represent the insured person in all legal proceedings pursuant to a civil liability claim covered by this policy, even when such claims are without grounds.

The insured person shall provide the necessary collaboration for this defence, undertaking to grant the powers of representation and personal assistance as required.

Regardless of the ruling or outcome of the legal proceeding, the company reserves the right to decide on whether it exercises the legal resources that may apply to challenge said ruling or outcome, or to conform to it.

When a conflict arises between the insured person and the company due to the latter having to support in the claim interests that are contrary to the defence of the insured person, the company may inform the insured person of this issue, without prejudice to carrying out whatever diligences as may be necessary for the defence due to their urgent nature. In this case the insured person may decide between maintaining the legal handling carried out by the company or to entrust his/her own defence to another person. In such a case, the company will be obliged to pay the expenses of such legal handling, until the limit of the insured capital as the overall global limit for all provisions listed in this guarantee.

- The constitution of the court deposits demanded from the insured person to cover his/her civil liability. In the event that the courts were to demand a deposit to jointly respond for the civil and criminal liability, the company will deposit in concept of guarantee the first half of the overall deposit demanded, until the limit of the insured capital as an overall global limit for all provisions listed in this guarantee.

- The payment of the legal or out-of-court fees and expenses inherent to the claim.

For the purpose of this guarantee, third party shall be any individual or legal entity, except for:

- The insurance policyholder and the insured person,
- The spouse of the insured person or, where applicable, the person that as such lives with the insured person.
- The parent and children of the insured person that live with the insured person.
- The partners, directors, employees and people that in fact or by right depend on the insured person, while they act in the scope of this dependence.

**2. Exclusions**

Aside from the General Exclusions that are explained in the General Terms and Conditions that govern this policy, coverage shall not be provided for the following events and their consequences:

**A. In the coverage provided to people:**

- a) The Insured person's pre-existing illnesses, except for the guarantee referring to "Repatriation or transfer of the deceased Insured person".
- b) The pathological illnesses or states arising from voluntary consumption of alcohol, drugs, toxic substances, narcotics or medication acquired without medical prescription.
- c) Those derived from the waiver or delay of the transfer agreed to by the medical service of the Company, for causes attributable to the Insured person or to his/her companions.
- d) Rehabilitation treatments.
- e) Periodic or preventive medical check-ups.
- f) Those regarding prosthesis, orthopaedic or orthesis material and osteosynthesis

material.

g) Those occurred during a journey when such commenced for any of the following reasons:

- a) with the intention of receiving medical treatment, b) because the insured person has been diagnosed with a terminal illness.
- h) Work-related accidents that took place while performing the following activities:
  - Work carried out on construction sites, on scaffolding or at heights, in wells or on loading bays.
  - Use of machinery for pressing, cutting, lathing, sawing on sites or agricultural tasks.
  - Use of cutting instruments such as knives, machetes or shears.
  - Handling or manipulating merchandise or heavy or dangerous objects.
  - Handling toxic, corrosive, explosive or flammable products.
  - Work in the armed or security forces.

**B. In the luggage coverage:of luggages:**

- a) The merchandise, professional material, travel tickets, collections, titles of any nature, identity documents and, in general, any printed document and securities, credit cards, money, jewellery, any content stored on electronic media and/or computer devices, documents registered on magnetic strips or filmed material. For these purposes, personal computers are not considered to be professional material.
- b) The losses resulting from an object that has not been delivered into the custody of a transport company that has been lost or forgotten by the Insured person.
- c) Damages due to the normal wear and tear, inherent defects, or weather conditions.
- d) Theft while camping, caravanning, or in any non fixed accommodation.
- e) Damage suffered by luggage that is not sufficiently packaged or identified, as well as, fragile luggage or perishable goods.
- f) Pilferage, except as regards the provisions set for in the guarantee named "compensation for theft of luggage or personal belongings not checked-in".

**C. In the private civil liability coverage:**

- a. The compensation of the material damages caused to the assets of the employees and staff dependent of the Insured person.
- b. Claims for asbestosis or any illness, even cancer, due to the manufacture, elaboration, transformation, assembly, sale or use of te asbestos, or of products containing asbestos.
- c. Financial losses the origin of which is the activity of the Insured as the director, board member or executive of private companies, associations or clubs, or as a trustee or administrator of companies.
- d. Civil liability derived from the operation of an industry or business, of the performance of a profession or of a paid service, or of a post or an activity in associations of any type, even when such post is honorary.
- e. Claims derived from occupational accidents suffered by staff dependent on the Insured person.
- f. The liability for damages caused, direct or indirectly, due to any disturbance of the natural state of the air, of inland, maritime or subterranean water, of the land and subsoil, and, in general, of the environment, caused by:
  - Emissions, dumpings, injections, deposits, leaks, discharges, escapes, spillages or filtrations of pollutant agents.
  - Radiation, noise, vibrations, smells, heat, temperature variations, electromagnetic fields or any other type of waves.
  - Toxic or pollutants smoke caused by fire or explosion.

**D. Exclusions to all the coverages:**

1. In general, the following risks and their consequences are excluded for all coverages of the contract:
  - a. Those caused directly or indirectly by a lack of good faith of the Insured person, by their involvement in criminal activities, or their malicious, negligent or reckless actions.
  - b. Unexpected events, understanding as such:
    - The following natural events: earthquakes and seaquakes, extraordinary floods, volcanic eruptions, atypical cyclonic gales and falling sidereal bodies and meteorites.
    - Those caused violently as a result of terrorism, rebellion, sedition, mutiny or civil commotion.
    - Facts or activities of the Armed Forces or of Security Forces and Bodies in peace time.
  - c. Consequences of the actions of the Insured person in a state of derangement or under psychiatric treatment.
  - d. Events occurred in countries listed as not recommended in the information provided by the Spanish Ministry of Foreign Affairs or that are subject to embargo by the Security Council of the UN or of other international organisations of which Spain is a member, and the facts occurred during any international conflict or intervention involving the use of force or coercion.
  - e. Those which take place on the occasion of the Insured person being involved in gambling, challenges or quarrels, except for in the event of self-defence or need.
2. Unless expressly included in the Specific or Special Terms and Conditions and the Insured person pays the corresponding additional premium, the policy excludes the risks and consequences deriving from:
  - a. Skiing and/or related sports.
  - b. Motor racing and motorbike racing in any of its formats, big game, diving or scuba diving of any type, sailing in international waters in vessels not destined for the public

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*transport of passengers, horse-racing, climb, caving, boxing, fighting in any of its formats, martial arts, skydiving, parachuting, free flight, motorless flight and, in general, any sport or recreational activity of a notoriously dangerous nature.*

*c. Those occurred on the occasion of the Insured person being involved in preparatory competitions and tests or training sessions.*

*d. The use, as a passenger or crew member, of air navigational means unauthorised for the public transport of passengers, as well as of helicopters.*

**3. Aside from the previous exclusions, coverage shall not be provided to the following provisions and situations:**

*a. The services that the Insured person has arranged on his/her own account, without prior communication or without the consent of the Company, except for in the event of urgent need. In that case, the Insured person shall be required to justify the emergency and present original invoices or supporting documents for such services.*

*b. The expenses incurred once the Insured person is located in his/her usual place of residence, those incurred outside of the scope of applications of the guarantees of the insurance, and in any case, those incurred after the conclusion dates of the journey object of the contract or after 90 days have elapsed from its commencement, subject to the provisions set forth in the Additional Clauses or in the Specific or Special Terms and Conditions.*

**4. The Company shall be exempt from all liability due to causes of force majeure it cannot**

**provide any of the provisions and services foreseen in the policy.**

#### **CLAIM STATEMENT**

*For requesting any of the services covered by the assistance coverages, it shall be necessary that the insured person places a telephone call to: SOS SEGUROS Y REASEGUROS, S.A. 91.359.04.26*

#### **PROCESSING AND ASSIGNMENT OF PERSONAL DATA**

*The personal data of the card holder who appears in the policy or in the supplementary documentation will be provided to the policyholder and/or to the insurance company for the purposes of entering into, carrying out, managing and complying with the insurance contract associated with this card, and rendering the services to which it relates, where applicable. The provision of this data is a necessity for these purposes. The holder of the data may exercise their rights of access, portability, revocation of consent, correction, objection, limitation and deletion by contacting the insurance company at the address indicated in this certificate, or by writing to the policyholder at the post office box address Apartado De Correos 209-46080 Valencia, or by visiting the website address [www.CaixaBank.com/ejerciciodederechos](http://www.CaixaBank.com/ejerciciodederechos).*

#### **PREVALENCE OF THE TERMS AND CONDITIONS OF THE POLICY**

*This certificate is a summary of terms and conditions of the policy, yet the content of the latter shall prevail in the event of a discrepancy with the content of this certificate.*

*This document has been drafted for the purpose of providing information regarding current insurance coverages. These coverages are subject, in any case, to the requirements, terms and conditions of the policies that the policyholder has in force at any given time.*