

**This document is a certificate.** It replaces any other informative document or related to this insurance that we may have previously provided to you due to being the holder of a Youth Card contract.

In this certificate, **we provide you with summarised information on the coverage provided by the travel assistance insurance policy** that CaixaBank Payments & Consumer E.F. C., E.P., S.A. U. (hereinafter, «CaixaBank Payments & Consumer») has contracted with SegurCaixa Adeslas, S.A. de Seguros y Reaseguros (hereinafter, «SegurCaixa Adeslas») and **that we offer to you free of charge when taking out the Youth Card.**

Holder of the card contract	NIF
Card contract number	Description
Policy No. <b>44000045-7798</b>	
Cover start date* <b>01-01-2023</b>	Cover end date** <b>31-12-2023</b>

\* Or card contract date, if this were later.

\*\* Or card contract expiry date, if this were prior.

The contract term is for one year and can be renewed.

#### Supplier of this service

CaixaBank Payments & Consumer E.F.C., E.P., S.A.U. | Avenida de Manoteras nº 20. Edificio París. 28050 Madrid | [www.caixabankpc.com](http://www.caixabankpc.com) | Tax IX (NIF): A-8980153 | Registered in the Commercial Registry of Madrid, Volume 36,556, Sheet 29, Page M-656492 | Bank of Spain's Credit Agency Register: number 8776 | Supervisory authority: Bank of Spain | [www.bde.es](http://www.bde.es)

## Definitions

In this certificate we use the following terms related to the travel assistance insurance, to which we apply the definitions indicated below.

### CONCEPTS RELATED TO PERSONS OF THE INSURANCE

**Illness:** health problems of the insured person (you) not caused by an accident and certified by a duly registered/certified medical practitioner.

**Personal luggage:** the clothes and the personal belongings, suitcases, cabin trunks and containers used by the insured person (you) during your insured travel. Including any other items acquired by said person during the specific trip.

**Insured party or insured person:** Youth Card holder in force (you).

**Beneficiary:** individual(s) who is/are entitled to receive the benefits or indemnities covered by the insurance (you and other beneficiaries, according to each individual coverage).

**Insurer:** company that assumes the cover of the risks as indicated in the insurance policy (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).

**Family members:** only including parents (or legal custodians), siblings, grandparents, spouses, civil partners, parents-in-law, sons-in-law, daughters-in-law and brothers-in-law, except when we indicated any additional person or exception for a specific coverage.

**Youth Card holder:** individual in whose name the Youth Card has been issued with personal and non-transferable nature, at the request of the holder itself (you).

**Insurance policy holder:** CaixaBank Payments & Consumer, E.F.C., E.P., S.A.U., with address at Avenida de Manoteras nº 20. Edificio París. 28050 Madrid, NIF number A08980153.

### CONCEPTS RELATED TO THE INSURANCE

**Coverage:** main obligation of the insurer in an insurance contract, that consists of bearing the costs, up until the indicated limit for each of the coverages, of the economic consequences derived from a claim.

**Excess:** amount that the insured person assumes at his/her own cost for each claim, as indicated in each of the coverages detailed in this certificate.

**Benefit:** service or cash amount that we pay when an incident covered by the insurance takes place.

**Incident:** damage and/or sudden loss, unforeseen and beyond the control of the insured person, with consequences that are covered by this policy.

## TRAVEL ASSISTANCE COVERAGES

### Temporary scope

We undertake to attend to you during your travels provided that a specific incident that is covered by the insurance takes place **during a trip lasting not longer than 90 consecutive days**. In that case, we will provide the assistance as indicated in this certificate. Please bear in mind that each type of assistance has its own specific limits.

## Territorial scope

We will provide you with travel assistance provided the incident covered by the insurance takes place when you are at a **distance of more than 15 kilometres from your usual place of residence, except for coverage for which we specify that we will provide assistance abroad.**

The territorial scope will be the same for people who are not Spanish residents, **with the exception of any coverage that we provide abroad. In that case, the territorial scope will include any country in the world, excluding Spain and your country of residence.**

**The coverages that you will receive are as follows:**

### **1. MEDICAL CARE DUE TO ILLNESS OR ACCIDENT THAT YOU HAVE SUFFERED WHEN ABROAD**

**This coverage has a maximum limit of 4,000 euros per claim when abroad.** Includes:

**Medical fees.** We will refund you any medical fees that you have paid to medical practitioners that have provided you with basic medical care if you have fallen ill or have suffered a serious accident while traveling abroad. Provided that we, as an insurance company, give our conformity, we will also refund you for the fees you have incurred in the event of requiring surgical care.

**Pharmaceutical expenses.** We will refund you the cost of the medicines that have been prescribed by the medical practitioners indicated in the previous paragraph.

**Hospitalisation.** If our medical services, in collaboration with the medical practitioners that have attended to you, consider that you require hospitalisation, we shall bear the expenses derived from:

- your relocation to the centre where you are to be admitted,
- the stay at said centre,
- the medication that you are administered at the centre,
- any surgical procedure that you may require, and
- the deposit that the centre may request from you upon admission.

We will bear these expenses up to the set limit for this coverage.

**The physician and surgery expenses, pharmacy and/or hospitalisation expenses will not be reimbursed when their amount is less than 9.02 euros.**

### **2. EMERGENCY DENTISTRY EXPENSES DURING TRIPS**

We 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 immediate treatment.

**We will not reimburse emergency dentistry expenses during trips when their amount is less than 9.02 euros.**

### **3. MEDICAL REPATRIATION OR TRANSFERS**

We will deal with transferring you to the closest hospital and, if necessary, we will also provide you with medical card during said transfer if you suffer a serious accident or grave illness during your trip and when so indicated by our medical staff in collaboration with the medical team that has treated you in the location where the problem has occurred.

If you are admitted to hospital, we will transfer you to your home or place of residence in Spain, if necessary, and when the time comes. We will decide if you should be transferred, via what means and under which conditions, based on medical criteria. In particular, we take into consideration the emergency, your state of health and your ability to travel. We will also consider the weather conditions or the distance, among other factors.

We may transfer you using:

- > air ambulance,
- > regular airline,
- > sleeper,
- > ambulance,
- > mobile ICU, or
- > others.

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

#### **4. TRAVEL EXPENSES FOR A COMPANION**

If you were to require hospitalisation **for a period in excess of 5 days** due to falling ill or suffering a serious accident when travelling, we will facilitate to the person you indicate, a return ticket for railway (first class) or airline (economy class) or collective public transport with departure from anywhere in Spain to travel to your location to accompany you.

#### **5. ACCOMMODATION EXPENSES FOR A COMPANION**

In the event foreseen in the previous coverage, we will pay **up to a maximum amount of 100 euros per day and for a maximum period of 10 days**, the accommodation and food expenses of the companion. We will pay said amount even if the companion was travelling with you at the time of the incident.

#### **6. REPATRIATION OF MORTAL REMAINS FROM ABROAD**

If you were to pass away during your travels abroad, we will deal with the procedures and expenses required for repatriating your mortal remains to your burial or cremation location in Spain.

**In no case will be dealt with the funeral service, burial or cremation.**

#### **7. URGENT MESSAGES SERVICE**

If it is necessary to transmit urgent messages related to the coverages that cover the insurance, we will deal with these messages via our alarm head offices, provided these messages cannot be sent via any other means.

#### **8. LOCATION AND SHIPMENT OF LUGGAGE CHECKED-IN AND TRANSPORTED BY PLANE, SHIP, RAILWAY OR BUS**

If you were to lose all your checked-in luggage or a suitcase and personal belongings, or if your luggage were to be damaged during transportation, we will help you file the pertinent complaint, claim and/or manage the search and location of your luggage, provided the incident has occurred on a plane, ship, railway or bus.

#### **9. EARLY RETURN DUE TO DEATH OF A RELATIVE**

If your spouse, ancestors (for example, your parents), descendants (for example, your children) or relatives within the first degree (for example, your siblings) were to pass away in Spain while you are abroad during a trip covered by the insurance, upon informing us we will provide you with a commercial airline ticket (economy class), a train ticket (first

class) or a ticket for any other means of transport that allows you to reach the place of burial or cremation in Spain. We will provide you with the ticket within a maximum period of 7 days from the date on which you inform us of the death.

#### **10. EARLY RETURN DUE TO SERIOUS INCIDENT**

If during your trip a serious incident were to occur (fire, theft or flood) at your usual place of residence or at your professional address (if you are the legal representative of the affected company and/or your presence is required) in Spain, we will provide you with a return ticket to travel with a commercial airline (economy class) or by train (first class).

#### **11. EARLY RETURN DUE TO HOSPITALISATION OF A RELATIVE**

If your spouse, ancestors, descendants or relatives within the first degree were to be admitted to hospital in Spain due to suffering an accident or grave illness while you are abroad during a trip covered by the insurance, we will provide you with a commercial airline ticket (economy class), a train ticket (first class) to the place where they are hospitalised, **provided that the hospitalisation or illness is expected to exceed 5 days.**

#### **12. DELAY IN LUGGAGE ARRIVAL**

If, due to reasons attributable to the transport company, the delivery of your checked-in luggage is delayed by more than **6 hours or overnight**, we will reimburse you for the expenses you have incurred due to having to purchase personal items while awaiting the arrival of your luggage. We will pay up **to a limit of 120 euros** and we will request that you provide us with the original invoices relating to the expenses, the original boarding pass and the original document support the delay issued by the transport company.

**We will not apply this coverage if the delay or the purchase of personal items take place within the province of your usual place of residence in Spain.**

#### **13. DISPATCH OF MEDICATION ABROAD**

If during your travel abroad you require medication deemed to be of vital interest and this cannot be obtained in the place where you are staying for treating injuries or a serious illness that you have suffered during your trip, we will send you this medication.

**You will have to bear the cost of the medication.**

#### **14. SENDING MONEY ABROAD**

If during your trip, in the event of duly justified exceptional circumstances, you require money for emergency expenses, we will send you the necessary funds subject to the prior delivery of a guarantee or formal commitment regarding its repayment.

**You will have to return us the money within a maximum period of 60 days** from its receipt. **The maximum amount that we will advance is 1,500 euros** or its equivalent in a currency other than euros that you may require.

#### **15. PRIVATE CIVIL LIABILITY (NON-CONTRACTUAL) DURING THE JOURNEY**

- 15.1 **We will cover up to a maximum insured capital of 60,000 euros** per claim and year **and an excess of 90 euros**. The indemnities that are demanded from you, as the party directly or collaterally civilly liable, in accordance with the legislation in force in the country where the claim is made, derived from events that have occurred during a journey.

In particular, we will cover your private civil liability for material damages, personal damage or damage to property derived from said material or personal damage, that you have caused to a third party due to events that have occurred during a journey. For the purpose of this guarantee, "third party" shall be any individual or legal entity, except for:

- > the insurance policyholder and you;
- > your spouse or the person that lives with you as such;
- > your ancestors and descendants that live with you; and
- > the partners, managers, employees and people that in fact or legally depend on you, while they act in the scope of that dependence.

15.2 Within the insured capital limit indicated in point 15.1 above, we include:

**The payment of the indemnities derived** from your legal liability.

**Your defence** in legal proceedings before the civil jurisdiction by means of the lawyers and court representatives that we designate. Unless agreed otherwise, in any legal proceeding arising from a claim covered by the policy, we will assume the legal management when dealing with claiming on behalf of the aggrieved party or his/her beneficiaries (for example, heirs). To this end:

- We will appoint lawyers and court representatives who shall defend and represent you in all legal proceedings pursuant to a civil liability claim, even when such claims are without grounds.
- You will have to collaborate in your defence and grant the powers of attorney and personal assistance that may be necessary.
- Regardless of the outcome of the judicial proceeding, we shall decide whether we appeal it or accept it.

If in the context of a judicial proceeding we find ourselves obliged to defend interests that are contrary to your interest and this could lead to a conflict of interest between you and us, we would inform you of this situation. This fact would not prevent us from carrying out any urgent actions that may be necessary in order to defend you.

In any case, if that conflict of interests were to occur, you may choose whether you want us to continue managing your legal representation or if you wish to assign this to another person or company. If you decide to assign your legal representation to another person or company, we would bear these expenses up to the capital limit indicated for this coverage.

**The constitution of the court deposits** demanded from you to cover your civil liability. In the event that the courts were to demand a deposit to jointly respond for the civil and criminal liability, we will deposit in concept of guarantee the first half of the overall deposit demanded as guarantee for civil liability. That half of the deposit will not exceed the capital limit indicated in point 15.1.

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

## EXCLUSIONS (which we do not cover)

**We do not cover facts and consequences derived from, or that occurred in relation to:**

### 1. THE COVERAGE PROVIDED TO PEOPLE

- (a) **Pre-existing illnesses, that is, illnesses that you have been diagnosed with prior to initiating the trip that is covered by the**

policy, except for coverage 6. "Repatriation of mortal remains from abroad".

- (b) The pathological illnesses or states arising from voluntary consumption of alcohol, drugs, toxic substances, narcotics or medication acquired without medical prescription.
- (c) Your waiver or delay, or the waiver or delay of your companions, of the transfer agreed to by your service.
- (d) Rehabilitation treatments.
- (e) Periodic or preventive medical check-ups.
- (f) The acquisition, implantation, replacement, removal and/or repair of prosthesis and/or orthosis of any type; for example, dental or orthopaedic anatomical pieces, glasses, contact lenses, hearing aids, crutches, etc., and all osteosynthesis material.
- (g) During a trip that you had initiated for the following reasons:
  - > With the intention of receiving medical treatment.
  - > Due to having been diagnosed with a terminal illness.
- (h) Work-related accidents that occur while carrying out any of 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.

## **2. LUGGAGE COVERAGE**

- (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. In this exclusion, we do not consider personal computers to be professional material.
- (b) The losses resulting from an object that has not been delivered into the custody of a transport company that you have lost or forgotten.
- (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) Theft.

## **3. PRIVATE CIVIL LIABILITY COVERAGE**

- (a) The compensation of the material damages caused to the assets of the employees and dependent staff.
- (b) Claims for asbestosis or any illness, even cancer, due to the manufacture, elaboration, transformation, assembly, sale or use of asbestos, or of products containing asbestos.
- (c) Financial losses the origin of which is your activity 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 you.
- (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; and
  - > toxic or pollutant smoke caused by fire or explosion.

## Exclusions to all the coverages

In general, the following risks and their consequences are excluded for all coverages of the contract:

- (a) Those caused directly or indirectly by bad faith on your part, by your involvement in criminal activities, or your malicious, negligent or reckless actions (performed when knowing that these may cause damage).
- (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 your actions in a state of derangement or under psychiatric treatment.
- (d) Those occurred in countries that are considered to be non-recommended for travel 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.
- (e) Those that have occurred during any international conflict or intervention involving the use of force or coercion.



**(f) Those occurred due to your involvement in bets, challenges or quarrels, except for in the event of legitimate self-defence or need.**

**(g) Those derived from:**

- > **Skiing and/or related sports.**
- > **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 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.**
- > **Involvement in preparatory competitions and tests or training sessions.**
- > **The use, as a passenger or crew member, of air navigational means unauthorised for the public transport of passengers, as well as of helicopters.**

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

**(h) The services that you have arranged on your own accord, without having informed us (you can consult the section: "Claim statement. Contact telephone number") or without our consent, except if it has been due to a compelling need. In that case, you will be required to justify the emergency and present original invoices or supporting documents for such services.**

**(i) The expenses incurred once you are located at your usual place of residence, outside of the scope of application of the guarantees of the insurance; that is, those incurred after the conclusion dates of the journey covered by the policy or which have occurred after 90 days since the beginning of your journey.**

**We are exempt from all liability when, due to causes of force majeure, we cannot provide any of the provisions and services foreseen in the policy.**

## CLAIM STATEMENT

To inform us of a claim and request any of the services that we offer with the Travel Assistance Insurance, we make available to you the following telephone number:

Helpline: 93.582.92.74

## PROCESSING AND ASSIGNMENT OF PERSONAL DATA

SegurCaixa Adeslas S.A. de Seguros y Reaseguros, as the data controller, shall process the personal data provided in order to comply with the Travel Assistance Insurance policy contract. Your personal data have been provided by CaixaBank Payments & Consumer to SegurCaixa Adeslas, with this being necessary in order to comply with said purposes. You can consult additional information regarding the data protection policy of SegurCaixa Adeslas and especially on how to exercise your rights of access, rectification, deletion and others, on the following website: [www.segurcaixaadeslas.es/es/proteccion-de-datos](http://www.segurcaixaadeslas.es/es/proteccion-de-datos)

## COMPLAINT BODIES

You, as the beneficiary of the insurance, the aggrieved third party or their beneficiaries, or any of these mentioned people, can file claims or complaints against those practices derived from this contract that you consider to be abusive on our part or which hinder your legally acknowledged rights or interests.

For this, and according to the provisions of the law in force, we have a Customer Services Department (SAC), to which you may address your requests at any of our branches open to the public or via the corresponding e-mail address if your complaints or claims have not been resolved to your satisfaction at the branch or by the department that gave rise to them in the first place.

The Customer Services Department will provide you with an acknowledgement of receipt for the claim or complaint that you submit and will resolve the issue providing a reasoned explanation within one month as of the date on which you have filed the claim or complaint.

If you can prove that one month after having filed the claim or complaint the Customer Services Department has not provided a response, or if the Customer Services Department were to refuse to accept the claim or complain or were to fully or partially dismiss it, you may contact the Claims Service of the General Directorate of Insurance and Pension Funds. With address at Paseo de la Castellana, 44, 28046 Madrid. Or via its website ([www.dgsfp.mineco.es](http://www.dgsfp.mineco.es)).

In addition to all these actions and those that may be carried out in accordance with the insurance regulation, the concerned parties shall always be entitled to bring the actions deemed appropriate before the ordinary courts.

## JURISDICTION AND APPLICABLE LAW

The insurance is subject to Spanish jurisdiction and is governed by the provisions of Law 50/1980, of 8 October, on Insurance Contract and all other Spanish regulations governing private insurance, and to the provisions agreed to in this policy.

In the event of a conflict between you and use derived from the insurance, the corresponding judge will be that of your address. If your address is located abroad, you will be required to designate an address in Spain.

## 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 with CaixaBank Payments & Consumer. The holders may request information regarding the insurance policies in force at any given time by requesting this information from a CaixaBank branch.