

**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* 01-01-2025	Cover end date** 31-12-2025	
* 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 | 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



# **PRELIMINARY CLAUSE**

This insurance contract is governed by the provisions of Law 50/1980, of 8 October, on Insurance Contracts (published in Spanish Official Gazette [B.O.E.] of 17 October), as well as those established in Law 30/1995, of 8 November, on the Regulation and Supervision of Private Insurance (Spanish Official Gazette [B.O.E.] of 9 November) and the rest of the Spanish regulations governing private insurance. Likewise, it is governed by the provisions of the conditions of the policy. Clauses which limit the rights of the insured parties and have not been accepted in writing by the policyholder are not valid. However, mere transcriptions of legal precepts shall not require such acceptance.

## **DEFINITIONS**

**Accident:** any bodily injury resulting from a sudden, violent, external and unintentional cause beyond the insured party's control, and which results in the complete or partial permanent disability of the insured party, or their death.

In addition, for the purposes of this insurance the following will also be considered accidents:

a) Suffocation or injuries as a result of gases or vapours, immersion or submersion, or due to the ingestion of non-food liquids or solids, as well as infections resulting from accidents.

b) Muscle tears or strains resulting from sudden exertion caused by an accident covered by the policy.

c) Injuries sustained in legitimate self-defence or in the rescue of persons or property.

d) Injuries resulting from surgical interventions or medical treatments undertaken as a result of an accident covered by the policy.

### The following are not considered accidents:

### a) Diseases of any kind

b) Heart attacks, cerebral vascular accidents, epilepsy, fainting, aneurysm and generally any type of illness, even if it has been classified by the Social Security Organisations as an occupational accident.

c) Operations and surgery performed by the insured party on him or herself.

d) Injuries resulting from ionising radiation of any kind, even those resulting from the modification of the atomic nucleus.

e) Injuries resulting from epidemics that have been officially declared.

**Illness:** The Insured Party's health problems, not caused by an accident, certified by a duly registered/certified doctor.

**Personal luggage:** Clothing and personal effects, suitcases, trunks and containers used by the insured person, on their Insured Trip. Includes any other articles that the Insured Party may have acquired during said trip.

**Exposure and disappearance:** When, as a consequence of an accident covered in this policy, the insured person is unavoidably exposed to the elements, and as a result of this, experiences an accident for which they are entitled to compensation, they shall be covered under the terms of this policy.

If the body of the insured persons has not been found within one year (52 weeks) of the disappearance, sinking or wrecking of the vehicle in which the insured person was travelling at the time of the accident, the insured person shall be presumed dead as a result of the bodily injuries caused by the accident, unless the contrary is proved.

**Family:** Husband or wife, ascendants and descendants (including adopted children), father-in-law or mother-in-law, grandparents, grandchildren, brother-in-law or sister-in-law, fiancé or fiancée of the Insured Person.

**Children:** Children of the Cardholder, or of their spouse or domestic partner, less than 23 years of age, who are financially dependent upon the former, in accordance with the prevailing rules of the country of residence.

Insured group: group of insured parties.

**Cardholder:** individual in whose name the card has been issued on a personal and non-transferable basis, at the request of the card contract holder. In the case of company cards, the holder is considered to be the individual identified on the card.

**Beneficiaries:** individual(s) or legal entity(ies) entitled to receive compensation. In the event that there is no clear designation of beneficiaries in the cover in the case of death, it shall be understood that they are, in a preferential and mutually exclusive order: the spouse of the insured party (except in the case that there is a ruling for separation), their sons or daughters in equal shares, their parents in equal shares and, finally, their heirs. With regard to disability cover, the beneficiary shall be the insured party. This may not be altered.

**Death due to accident:** when the insured party dies as a result of an accident covered in the policy, within one year of its occurrence.

**Permanent partial disability:** when, as a direct result of an accident covered in the policy and within one year of its occurrence, the insured party suffers irreversible physical impairments which cannot be included in cases of permanent total disability.

**Permanent total disability:** when, as a result of an accident covered in the policy and within one year of its occurrence, the insured party suffers the following irreversible losses:

- > Complete blindness or total loss of vision in one eye.
- > Complete paralysis.
- > Loss of one or more of these limbs: hand, foot, arm or leg.

**Excess:** amount that is exempt from cover. It shall be deducted from the value of the damages in order to establish the amount of compensation or compensation to be paid by the insurance company in the event of an accident covered in the policy.

**Policyholder:** CaixaBank Payments & Consumer, E.F.C., E.P., S.A.U., with address at Avenida de Manoteras nº 20, edificio París, 28050 Madrid., VAT. A08980153

**Insurance entity or company:** SegurCaixa Adeslas, S.A. de Seguros y Reaseguros, with an address at Paseo de la Castellana 259C, edificio Torre de Cristal, 28046 - Madrid (Spain), VAT. A28011864.

## **OBJECT OF INSURANCE**

The guarantees covered by the insurance company are those indicated below.

# **TRAVEL ASSISTANCE GUARANTEES**

The insurance company undertakes to provide the insured party(ies) with the assistance specified below, under the terms and within the limits established for each of them, provided that they occur during a trip whose duration is no longer than 90 consecutive days.

In general, the insurance company shall offer cover provided that the harmful events occur when the insured party is more than 15km from their usual residence, **except when the trip involves leaving the country of residence for another country abroad, in which case the limitation of 15km from the usual residence would not apply**.

The insurance cover will be limited to the duration of the trip.

### 1. THE BENEFITS PROVIDED ARE:

1.1 Medical assistance in case of illness or accident of the insured party whilst abroad This guarantee covers up to a maximum of 4,000.00 euros abroad and 6,010.12 euros in the USA and/or Canada, per insured party and claim:

Medical fees: The insurance company will refund the fees paid to physicians who provide the insured party with primary medical care in case of serious illness or accident abroad, including surgery, provided that the insurance company's approval has been obtained.

Pharmaceutical expenses: Likewise, the insurance company will pay the cost of medicines that have been prescribed by the physicians detailed in the previous paragraph.

Hospitalisation: If it is decided by the insurance company's medical services, in collaboration with the physicians attending to the insured party, that they need to be hospitalised, the transportation costs to the centre in which they are to be admitted, their stay and the medication to be administered therein, shall be borne by the insurance company, as well as the costs of any surgical intervention that may be necessary. Likewise, the insurance company will be responsible, up to the limit established for this guarantee, for any deposit that may be required for admission to the centre.

Medical-surgical, pharmaceutical and/or hospitalisation costs will not be refunded when they amount to less than 9.02 euros, applicable separately to the medical fees, pharmaceutical expenses and hospitalisation costs incurred in each claim.

#### 1.2 Emergency dental care expenses abroad

The insurance company will cover, **up to a limit of 60 euros**, the emergency treatment costs resulting from the appearance of acute dental problems abroad, such as infections, pains or injuries which require emergency treatment.

#### 1.3 **Repatriation or medical transfer**

The insurance company shall undertake the transfer, with medical-healthcare, if necessary, of the insured party who has suffered an accident or serious illness during the course of a trip, and when so decided by the insurance company doctor, in collaboration with those treating the insured party where the harmful events occurred, to the nearest hospital.

In the event of hospitalisation, in due course and if necessary, the insurance company will undertake: the subsequent transportation of the insured party to their home address or residence.

Medical considerations: urgency, condition of the sick or injured person and their fitness to travel, as well as circumstances such as weather conditions, distance, etc., shall constitute the criteria for determining whether, to where, by what means and under what conditions the transportation should be carried out. These are:

- > air ambulance
- > commercial aeroplane
- > sleeper train
- > ambulance
- > Mobile UCI, etc.

# However, the air ambulance can only be used in Europe and countries bordering the Mediterranean.

## 1.4 Travel expenses of an accompanying individual

If the insured party should be hospitalised or die abroad, as a result of a risk covered by the policy, the insurance company will provide the person designated by the insured party with a round trip ticket by rail (first class) or aeroplane (economy class) or group public transportation departing from anywhere in Spain so that they may attend to the hospitalised party.

## 1.5 Accompanying individual's living expenses

In the case established in the previous cover, the insurance company will pay, **up to the amount of 100 euros per day and for a maximum of 10 days**, the accommodation and living costs of the accompanying individual.

This guarantee shall be applicable even if the accompanying individual was travelling with the insured party.

### 1.6 **Transfer of remains from abroad**

If, during the course of a trip abroad covered by the policy, the death of the insured party should occur, the insurance company shall be responsible for the formalities and expenses necessary for the transfer of the remains to the place of burial in Spain.

# In no case shall this cover be extended to the costs and formalities involved in funeral services and burial.

#### 1.7 Urgent message service

Likewise, via alarm centres, the insurance company will send urgent messages arising from the provision of cover requested by the insured party, and which cannot be sent normally, or in any other way.

# 1.8 Location and shipment of checked luggage transported by air, boat, rail or coach (domestic and international)

In the event of total or partial loss of checked luggage and personal effects, due to transportation, damages, fire or theft and provided that the transportation is by aeroplane, boat, rail or coach, the insurance company shall collaborate in reporting it, making a claim, and in the search, location and shipment of the same.

# 1.9 Location and shipment of checked luggage transported by air, boat, rail or coach (domestic and international)

In the event of a delay of more than six hours in the collection of luggage checked into a flight, the insurance company will compensate the insured party with a **maximum of 120 euros.** 

# 1.10 Early return of the insured party due to the death of a family member (domestic and international)

If the insured party has to interrupt their trip due to the death of a family member, the insurance company will provide them with a rail ticket (first class) or plane ticket (economy class) or public transportation, to the place of burial in Spain of the deceased relative.

# 1.11 Early return of the insured party due to the hospitalisation of a family member (domestic and international)

If the insured party has to interrupt their trip due to the hospitalisation of a family member, the insurance company will provide them with a rail ticket (first class) or aeroplane ticket (economy class) or public transportation, to the place in which their relative has been hospitalised.

# 1.12 Early return of the insured party due to a serious accident in their usual place of residence or business premises (domestic and international)

If the insured party has to interrupt their trip as a result of a serious accident in their usual place of residence or business premises, the insurance company will provide them with a rail ticket (first class) or aeroplane ticket (economy class) or public transportation, to their usual place of residence.

### 1.13 Sending medicines abroad

Likewise, if the insured party is abroad, the insurance company shall send any medication of critical importance for the treatment of injuries or serious illness which occurs during the trip, which cannot be obtained in the place where the insured party is. The costs of the medication will be borne by the insured party.

## 1.14 Sending money abroad

In the event that the insured party should require an advance of funds for emergency expenses due to duly justified exceptional circumstances, the insurance company shall supply this, subject to a prior guarantee or formal commitment to repay the amounts loaned. The refund must be made to the insurance company within a maximum period of

60 days. The maximum limit that may be advanced shall be **up to 1,500 euros**, or its equivalent in the currency in which it is required.

### 1.15 **Private civil liability (non-contractual) during the trip (domestic and international)**

This guarantee covers **up to a maximum insured capital of 60,000 euros per insured party, claim and year, with an excess of 90 euros** for the compensation demanded from the insured party, as directly or subsidiarily civilly liable, in accordance with the prevailing legislation in the country in which the claim is made, for material, property or bodily damage consecutive to these, caused to third parties and resulting from events which occur during a trip.

Within the insured capital limit, which operates as a joint global limit of all the benefits listed below, the following are included:

- > The payment of compensation arising from the civil liability of the insured party.
- > The defence of the insured party in legal proceedings before the civil courts, by means of the lawyers and attorneys appointed by the company. Unless otherwise agreed, in any legal proceeding arising from a claim covered by the policy, the company shall assume the legal management of the claim of the injured party or their beneficiaries, appointing lawyers to defend and represent the insured party in the legal proceedings that may arise from the claiming of civil liabilities covered by this policy, even if said claims are unfounded.

The insured party shall collaborate where necessary for said defence, undertaking to grant the necessary powers of attorney and attending personally where required.

Whatever the ruling or result of the legal proceeding, the company reserves the right to exercise the legal resources available to them against said ruling or result, or accept it.

When a conflict arises between the insured party and the company due to the latter having to support interests contrary to the defence of the insured party, the company shall inform the insured party, without prejudice to conducting those procedures which, as a result of their urgent nature, are necessary for such defence. In this case, the insured party may choose between having the company's legal representation or entrusting their own defence to another individual. In such a case the company shall be obliged to pay the legal expenses, up to the limit of a capital sum equivalent to the aggregate global limit for all benefits detailed in this cover.

> The constitution of the legal fees required of the insured party to guarantee their civil liability. In the event that the courts should require a fee to jointly cover civil and criminal liability, the company shall deposit as guarantee of the former, half of the required global fee, up to the limit of the sum insured as aggregate global limit for all benefits detailed in this guarantee.

> The payment of legal or extra-judicial costs and expenses inherent to the claim.

For the purposes of this guarantee, any individual or legal person shall be considered a third party **except:** 

- $\rangle$  The insurance policyholder and the insured party,
- $\rangle~$  The spouse of the insured party or, where applicable, the person living with the insured party as such.
- > The ascendants and descendants of the insured party who live with them.
- Partners, directors, employees and persons who are de facto or de jure dependent on the insured party, whilst acting within the scope of said dependence.

### 2. EXCLUSIONS

In addition to the General Exclusions set forth in the General Conditions which govern the policy, the following events and their consequences shall not be covered:

A. In the cover for individuals:

- a) Pre-existing illnesses of the Insured Party, except for the "Transfer or repatriation of the deceased Insured Party" guarantee.
- b) Illnesses or pathological states caused by the voluntary consumption of alcohol, drugs, toxic substances, narcotics or medicines acquired without a medical prescription.

- c) Those resulting from the waiver or delay of the transfer agreed upon by the Company's medical service, due to causes for which the Insured Party or their companions are to blame.
- d) Rehabilitation treatments.
- e) Periodic or preventive medical check-ups.
- f) Those related to prostheses, orthopaedic apparatus, or orthoses and osteosynthesis apparatus.
- g) Those occurring during a trip which was undertaken for the following reasons:
  - > with the intention of receiving medical treatment,
  - > because the Insured Party was diagnosed with a terminal illness.
- h) Work-related accidents occurring during the performance of the following activities:
  - > Work on construction sites, scaffolding or at height, in mines or on loading docks.
  - > Use of machinery such as presses, cutters, winches, saws in construction sites or agricultural work.
  - > Use of cutting tools such as knives, machetes or shears.
  - > Handling or manipulation of heavy or dangerous goods or objects.
  - > Handling of toxic, corrosive, explosive or flammable products.
  - > Work in the armed forces or security.
- B. In the cover for luggage:
- a) Merchandise, professional equipment, travel tickets, collections, certificates of any kind, identity documents and, in general, all paper documents and securities, credit cards, money, jewellery, any content stored on electronic and/or computer media, documents recorded on magnetic strips or film. For these purposes, personal computers are not considered to be professional equipment.
- b) Losses resulting from an object that has been lost or forgotten by the Insured Party, and has not been delivered into the custody of a transport company.
- c) Damage due to normal wear and tear, inherent defects, or the action of the weather.
- d) Theft whilst camping, caravanning, or from any other non-fixed accommodation.
- e) Damage suffered by luggage that is not sufficiently packed or identified, as well as fragile luggage or perishable products.
- f) Theft, except as stipulated in the "compensation for theft of unchecked luggage or personal effects" guarantee.
- C. In private liability cover:
- a) Compensation for material damage caused to the belongings of the Insured Party's employees and dependants.
- b. Claims for asbestosis or any disease, including cancer, due to the manufacture, processing, modification, assembly, sale or use of asbestos or products containing asbestos.
- c. Those economic losses resulting from the Insured Party's activity as director, board member or executive of private companies, associations or clubs, or as a company trustee or administrator.
- d. Civil liability arising from the operation of an industry or business, from the exercise of a profession or a paid service, or from a position or activity in associations of any kind, even if honorary.
- e. Claims arising from work-related accidents suffered by the Insured Party's employees.
- f. Liability for damages caused, directly or indirectly, by any disturbance of the natural state of the air, land, sea or ground water, soil and subsoil, and, in general, the environment, caused by:
  - > Emissions, spillages, injections, deposits, leaks, discharges, escapes, spills or filtrations of pollutants.
  - > Radiation, noise, vibrations, odours, heat, temperature changes, electromagnetic fields or any other type of waves.

- > Toxic fumes or pollutants caused by fire or explosion.
- D. Exclusions to all cover:

1. The following risks and their consequences are generally excluded, from all contract cover:

- a) Those caused directly or indirectly by the Insured Party's bad faith, by their participation in criminal acts, or by their fraudulent, grossly negligent or grossly reckless actions.
- b) Extraordinary events, understood as:
  - > The following natural phenomena: earthquakes and tsunamis, extraordinary floods, volcanic eruptions, atypical cyclonic storms and falling celestial bodies and meteorite.
  - > Those caused violently as a consequence of terrorism, rebellion, sedition, riot or popular uprising.
  - > Acts or actions of the Armed Forces or of the Security Forces and Corps in peacetime.
- c) The consequences of the actions of the Insured Party in a state of mental disturbance or under psychiatric treatment.
- d) Events occurring in those countries which are listed as "not recommended" in the information provided by the Ministry of Foreign Affairs of Spain, or which are subject to embargo by the UN Security Council or other international organisations with which Spain is affiliated, and those events occurring during any conflict or international intervention which involve the use of force or coercion.
- e) Those arising from the Insured Party's participation in bets, challenges or fights, except in cases of legitimate defence or necessity.

2. Unless expressly included in the Specific or Special Conditions, and the Insured Party has paid the corresponding additional premium, the risks and the consequences of such arising from the following are excluded:

- a) Skiing and/or related sports.
- b) Driving and motorcycling of any kind, big game hunting, diving or scuba-diving of any kind, sailing in international waters on boats not intended for the public transportation of passengers, horse-riding, climbing, caving, boxing, wrestling of any kind, martial arts, parachuting, aerostatics, free flight, gliding and, in general, any sport or recreational activity of a notoriously dangerous nature.
- c) Those occurring whilst the Insured Party is participating in competitions and preparatory tests or training.
- d) The use, as passenger or crew member, of any means of air navigation not authorised for the public transportation of passengers, such as helicopters.

3. In addition to the above exclusions, the following benefits and situations are not covered:

- a) Services that the Insured Party has arranged of their own accord, without prior communication or the consent of the Company, except in cases of urgent necessity. In those cases, the Insured Party must justify the urgency, and provide the original receipts and invoices for said services.
- b) Expenses incurred once the Insured Party is in their usual place of residence, those incurred outside the scope of application of the insurance cover, and in all cases, those incurred once the dates of the trip covered by the contract have expired or 90 days have elapsed since the beginning of the trip, subject to the provisions of the Additional Clauses or in the Specific or Special Conditions.

4. The Company is exempt from liability when, due to force majeure, it is unable to provide any of the benefits and services established in the policy.

## **DECLARATION OF CLAIMS**

To request any of the services included in the assistance cover, a phone call must be made to: IRIS GLOBAL, 91.359.04.26

You can also contact us at 900505040 and dial the travel assistance option.

## **PROCESSING AND TRANSFER OF PERSONAL DATA**

The cardholder's personal data contained in the policy or its complementary documentation will be transferred to the policyholder and/or the insurance company for the purpose of underwriting, developing, managing and fulfilling the insurance contract associated with said card, providing, if applicable, the services covered by the same. The transfer of the aforementioned data is necessary to fulfil the above purposes. The owner of the data may exercise their rights of access, transfer, withdrawal of consent, rectification, opposition, limitation or deletion at the address of the insurance company indicated in this certificate, or by contacting the policyholder by post at P.O. Box 209-46080,Valencia, or through the link www.CaixaBank.com/ejerciciodederechos.

## **PREVALENCE OF POLICY CONDITIONS**

This certificate is a summary of the policy conditions. In the event of any discrepancy between the two, the provisions set out in the policy shall prevail.

The purpose of this document is to provide information about the prevailing insurance cover.

Said cover is subject, in all cases, to the requirements, terms and conditions of the policies that CaixaBank Payments & Consumer has agreed upon at any given time.

Policyholders may access the prevailing insurance conditions at any given time by requesting them at a CaixaBank branch.