

## TRAVEL ASSISTANCE INSURANCE CERTIFICATE

### PRELIMINARY CLAUSE

The insurance contract is governed by the set out in the Law 50/1980 of 8 October of the Insurance Contract and for the rest of the Spanish rules regulating the private insurances. Also, it is governed by the agreed upon in the policy.

### DEFINITIONS

**Insured:** the holder of the card *Carnet Jove de Catalunya* in force.

**Beneficiary:** the natural or legal person/s entitled to receive the service.

**Insurer:** SegurCaixa S.A. de Seguros y Reaseguros with registered office in Barcelona 08014, at C/General Almirante 2-4-6, VAT Registration N° A-28011864.

**Franchise:** Amount exempted from cover. It shall be discounted from the value of the damages to set the amount of indemnity or service the insurer shall pay in the event that a claim covered in the policy occurs.

**Holder of the card:** the natural person whose name appears in the personal and non transferable card, at the request of the holder of the contract of the card.

**Policy holder:** Caja de Ahorros y Pensiones de Barcelona, with registered office in Barcelona 08036, at Av. Diagonal 621-629, VAT Registration N° G-58899998.

### INSURANCE OBJECT

The guaranties covered by the insurers are those stated thereafter.

### TRAVEL ASSISTANCE GUARANTIES

The insurer undertakes to provide to the insured/s the services determined thereafter under the terms and within the limits set out in each of them, **provided that they occur during a travel having a not over 90 consecutive days length.**

Generally, the insurer shall furnish the **cover provided that the damaging events occur when the insured is abroad. For the non resident in Spain, the territory scope shall be any country in the world, Spain and the insurer's residence country excluded.**

**The Insurance cover shall be limited in time by the duration of the travel.**

#### 1. The services provided are:

##### 1.1. Medical-surgical, pharmaceutical and/or hospitalization expenses abroad

This guaranty covers up to **maximum 3,000.00 euros abroad and 6,010.12 euros in the USA and/or Canada, per insured and claim;**

**Physician fees:** The insurer shall reimburse the fees paid to physicians who provide primary health care to the insured in the event of serious disease or accident abroad, surgical act included provided that the insurer gives its due consent.

**Pharmaceutical expenses:** Also, the insurer shall pay the amount of the medicines prescribed by the above stated physicians.

**Hospitalization:** In the event the insurer's medical services decide, in collaboration with the physicians who are treating the insured that this later requires to be hospitalized, the expenses of transfer to the institution where such insured has to remain admitted, stay and medicines given to such insured in such institution shall be borne by the insurer as well as the expenses of any surgical operation required. Also, the insurer

shall bear up to the limit set by this guaranty, the security that institution should determine to proceed to the admittance.

**The medical-surgical, pharmaceutical and/or hospitalization expenses shall not be reimbursed when the amount is less than 9.02 euros, applicable individually to the services of medical fees, pharmaceutical expenses and to the hospitalization expenses which occur in each claim.**

#### **1.2. Emergency dental expenses abroad**

The insurer shall bear up to the limit of 30.05 euros, the expenses of emergency treatment subsequent to the appearance of acute dental disturbances abroad, such as infections, pains or traumas and which require an emergency treatment.

**The emergency dental expenses abroad shall not be reimbursed when their amount is less than 9.02 euros.**

#### **1.3 Repatriation or health care transfer**

The insurer shall transfer, with health care if required, the insured who suffered an accident or serious illness during a travel and **when the insurer's physician decides it so in collaboration with the physician treating the insured at the place where the damaging events occurred up to the nearest hospital.**

If the hospitalization occurs, in due time and if required, the insurer shall carry out the subsequent transfer to the insured domicile or residence.

Medical considerations: emergency, state of the patient or person having suffered an accident and fitness to travel as well as circumstances such as climatological conditions, distance, etc. shall constitute the criterion to determine whether the transport shall occur and to which place and with which means and under which conditions. That is to say:

- ambulance airplane
- regular line airplane
- wagon-lit
- ambulance
- mobile ICU etc.

**However, the ambulance airplane only may be used in Europe and countries surrounding the Mediterranean Sea.**

#### **1.4. Companion travelling expenses**

If the insured has to be hospitalized subsequently to a risk covered by the policy **during over 5 days**, the insurer shall provide to the person the insured shall designate a round trip railway (first class) or airplane (tourist class) or a collective public transport ticket with departure **from any point in Spain to let him/her go close to the patient.**

#### **1.5. Companion stay expenses**

In the event set out in above cover, the insurer shall pay, **up to 45.08 euros per day and maximum during 10 days**, the expenses for board and lodging for the companion.

This guaranty shall be applicable even if the companion was travelling with the insured.

#### **1.6. Transfer of the mortal remains from abroad.**

If, during a travel abroad covered by the policy, the insured would die, the insurer shall bear the charge of the necessary steps and expenses for the transfer of the mortal remains up **to the place of the burial in Spain.**

**In no case shall the cover extend to the steps and expenses implying funeral ceremonies and burial.**

#### **1.7. Urgent messages service**

Also, through the alarm stations, the insurer shall transmit urgent messages derived from the application of covers the insurer shall commission it and which cannot be normally sent otherwise.

#### **1.8. Tracing the luggage checked in and carried in airplane, ship, railway or bus.**

In the event of total or part lost of luggage and personal properties checked in due to the transport, damages, fire or theft and provided that the transport is by airplane, ship, railway or bus, the insurer shall provide its collaboration for the denunciation, claiming the facts and handling the search and location.

#### **1.9. (Non contractual) Private civil liability during the travel.**

This guaranty cover up to **a maximum insured capital worth 30,050.61 euros per insured, claim and year**, the indemnities which are demanded from the insured when he/she is civilly responsible, either directly or subsidiarily, **according to the law in force in the country where the claim is filed**, for property damages, bodily injuries or damages to property consecutive to them, caused by third parties and derived from facts which occurred during a travel.

**Within the limit of the insured capital which acts as joint global limit of any service detailed below, are included:**

- The payment of the indemnities to which the insured civil liability gives rise
- The defence of the insured in judicial proceedings before the civil jurisdiction by means of Lawyers and Attorneys the insurer shall designate. Except otherwise agreed upon, in any judicial proceeding derived from a claim protected by the policy, the insurer shall assume the juridical conduction of the claim versus the aggrieved or his assigns, designating the lawyers and attorneys who shall defend and represent the insured in the judicial actions which exists to claim civil liabilities covered by this policy even though such claims were groundless.

The insured shall provide the necessary collaboration for such defence undertaking to grant powers and the personal assistance which should be required.

Whichever the verdict or result of a judicial proceeding could be, the insurer reserves the decision to exert the legal recourses applicable against such verdict or result or to accept it.

When some conflict occurs between the insured and the insurer caused because this later has to support in the claim interests contrary to the defence of the insured, the insurer shall notify it to the defence without prejudice of carrying out such actions which, due to their urgent nature are required for the defence. In this case, the insured may choose between the insurer maintaining the juridical conduction or commission his/her own defence to someone else. In that case, the company shall be obliged to pay the expenses of

the said juridical conduction up to the limit of the insured capital as a joint global limited for all the services detailed in this guaranty.

- The constitution of bonds demanded to the insured to guarantee his/her civil liability. In the event that the courts demand a bond to jointly respond of the civil and criminal liability , **the insurer shall deposit as a bond of the former the global bond demanded up to the limit of the capital insured** as joint global limit for all the services detailed in this guaranty.

- The payment of the court and out of court costs associated to the claim.

For the purpose of this guaranty, shall be considered a third party any natural or legal person except:

- **The policy holder and the insured**
- **The spouse of the insured or, if applicable, the person who is living as such with him/her.**
- **The ascendants and descendants of the insured who are living with him/her.**
- **The partners, managers, workers and persons who in fact or in law are the insured's dependents while they are acting within the scope of the said dependence.**

## **2. Exclusions**

**Are considered excluded from the insurance guaranties the damages, situations or expenses which occur because of:**

- **Services which were not previously notified to the insurer or those for which the agreement was not obtained according to the presents, except the cases of duly justified material impossibility.**
- **Any pre-existing and/or congenital disease, defect or deformation, chronic affection or ailment or situation of health under medical treatment or follow up, or their sequels subsequent to accidents or diseases or situations of health which occurred or were evidenced before the date of including each insured in the policy.**
- **General medical examinations, check-up, diagnosis and any visit or treatment which are included in preventive medicine or follow-up of any pre-existing situation of health, according to the generally accepted medical criteria.**
- **When the travel has the aim of receiving medical treatment unless it is duly justified by the insured or its assigns that the disease, accident, change in the situation of health or death, if applicable, has no link with the medical treatment which was the origin of the travel.**
- **Foreseeable or known diagnosis, follow-up and treatment of which the insured was aware at the date of starting the travel for any situation of health or medical situation.**
- **Any treatment voluntarily applied for by the insured without it exists any medical reason according to the prescription from a physician.**
- **Direct participation of the insured in bets, defiances or fights, unless in this last case he/she acted in legitimate defence or trying to save persons or assets.**
- **The insured suicide, suicide attempt or self inflicted injuries.**
- **Intentional consumption of alcoholic drinks, narcotics, drugs or medicines, unless this latter have been prescribed by a physician.**
- **Treatment, therapy and rehabilitation of alcoholism and/or drug addiction.**
- **Practise as a professional of any sport and as amateur of Winter sports, competitive sports or notoriously known dangerous activities, noting for sole enunciation and not limitation the**

following ones: hunting, boxing, fighting, mountaineering, parapenting, climbing, trekking, bungee jumping, fencing, sleighing, bobsleighting, diving, speleology and aerial sports in general.

- Dental, ophthalmologic or otorhinolaryngologic treatments, except in the emergency cases protected by the policy.
- Special treatments (such as radiotherapy, radioactive isotopes, cobalt therapy, dialysis, chemotherapy, organometry, acupuncture, experimental surgical transplants and treatments which are not recognized by the official medical science...) plastic or repair surgery, cosmetic treatments and/or dietetic treatments.
- Consultations and treatments of psychiatry, psychology, psychotherapy, group therapy, psychoanalysis, sleep cure, treatments in spas, rest cure and, in general, all those designed to the treatment, diagnosis and rehabilitation of mental or nerve diseases.
- Sexually transmitted diseases, Acquired Immunodeficiency Syndrome (AIDS) and its derived diseases.
- Acquiring, implanting, substituting, removing and/or repairing any prosthesis and/or orthosis, noting for enunciation and not limitation purpose: anatomic, orthopaedic or dental parts, spectacles, lens, deafness devices, crutches etc.

Burial and funeral ceremony expenses as well as the cost of the coffin in the guaranty of transport or repatriation of mortal remains.

- Rescue of persons in mountains, abysses, seas, forests or deserts.
- The extraordinary risks mentioned as such for enunciation and not limitation purpose, the damages, situation or expenses consequent from:
  - Wars, demonstrations, insurrections, popular movements or risings, acts of terrorism, sabotages and strikes.
  - Earthquakes, floods, volcano outbreaks and in general, those arising from nature forces unleashing.
  - Nuclear radiations and radioactivity
  - Any other phenomenon of catastrophic or extraordinary nature or event that due to its extent and gravity are classified as national catastrophe or calamity.
  - Fraudulent acts of the policy holder, insured, beneficiary or assign thereof.
  - Travels having a duration over 90 consecutive days.
  - The intervention of any aid, emergency department or the cost of their services.
  - Any luggage and/or personal property not checked in when travelling in collective public transports.

### **3. Exclusions applicable to the guaranty of civil liability.**

- The responsibilities derived from the ownership, possession or use of motor vehicles, motor crafts, parachutism aircrafts, delta wing, hot-air balloon and fire arms.
- The responsibility derived from a professional, commercial or labour activity.
- The civil liability derived from participating in official sport competitions.
- The civil liability demandable for damages caused to objects entrusted at any title to the Insured.
- The fines or penalties imposed by Courts of Justice or by any authority.
- The civil liability derived from the consumption of alcoholic drinks, drugs, medicines, unless these latter have been prescribed by a physician.
- The civil liability derived from participating in fights, riots, fuss, demonstrations or concentration of people.

- **The damage derived from liabilities which should be object of cover by a compulsory insurance, the excess from the legal being also excluded.**
- **The economic prejudices which are not a direct consequence of a personal injury and/or property damage.**

#### **DECLARATION OF THE CLAIM**

To apply for any of the services protected by the covers of assistance, it is required to call with reverse charging : SegurCaixa Asistencia 93 582 92 74.

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

When entering in this contract of card, the consent shall be understood given in order that your personal data which appear in the policy or in the complementary documents thereof can be processed in an either automated form or not, in the files of the policy holder and/or the insurer in order to subscribe, develop, handle and fulfil the insurance contract, providing if applicable the services object thereof. Providing such data is necessary to be able to meet such aims.

The right to access, rectification, opposition and cancellation regulated by the Organic Law 15/1999 can be exercised at the domicile of the policy holder or, if applicable, of the insurer stated in this certificate.

#### **THE CONDITIONS OF THE POLICY PREVAILING**

This certificate is a summary of the conditions of the policy, the set out in it prevailing in the event of discrepancy with this certificate.

This document has the aim of providing information on the covers of the insurance in force. The said covers anyway are subject to the requirements, terms and conditions of the policies "la Caixa" shall have underwritten. The holders may be informed on the conditions of the insurances in force at every moment asking for them at the Office of "la Caixa".