



POLICY PARTICULAR CONDITIONS

POLICY No.: 55-1989072	POLICYHOLDER: FLEXMYROOM INSURETECH S L	NIF / CIF
GERONA 13 LOCAL CA18		
03503 - BENIDORM (ALICANTE)		B42687616

MEDIATOR: 44-41113 - TOURIST-BROKER CORREDURIA SEGUROS SL

POLICY UPDATED ON 02/09/2020

A01

TRAVEL ASSISTANCE INSURANCE FOR "CANCELLATION OF (HOTEL BOOKINGS)

Cancellation policy:

- The penalty will always be the amount corresponding to one night of the booking given.

TRAVEL CANCELLATION EXPENSES: CAPITAL INSURED SPAIN 500 euros.

CIVIL RESPONSIBILITY INSURANCE: CAPITAL INSURED 30000 euros.

ALL THE ITEMS, AND THEIR LIMITS, INCLUDED IN THE GENERAL CONDITIONS OF THIS POLICY ARE THE PURPOSE OF THIS INSURANCE

INSURED PARTIES: Travellers who, together with the Policyholder, contract a trip or holiday that will not be enjoyed in their habitual residence, whose names, destinations and duration of the trip are declared to ARAG before the trip begins.

Territorial scope:

The coverages described in this Policy are valid for events that occur in Spain.

The benefits covered by this policy will come into force when the Insured Party is further than 30 (thirty) km from their habitual residence or 15 (fifteen) km in the Balearic and Canary Islands.

Communication of travel:

The Policyholder will communicate to ARAG all of the travellers' information (names, territorial scope, duration of the trips and the reservation insured amount) before the start of all trips. Likewise, the Policyholder will have provided ARAG with all the documents related to the people Insured by this contract, so that the Insurer can verify the



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accuracy of the data of the travellers communicated by the Policyholder.

PAYMENT OF PREMIUMS TO ARAG: Premium payments will be made monthly by nominative cheque issued by the Policyholder and addressed to ARAG upon receipt of the invoice list.

SERVICE DELIVERY: The services provided in this policy will be delivered through ARAG S.E., SUBSIDIARY IN SPAIN.

To facilitate the urgent provision of services, **ARAG** will provide the Insured Party with documentation regarding their rights, as well as instructions and emergency telephone numbers.

ARAG's telephone number is **93 300 10 50** if the call is made from Spain and **34 93 300 10 50** if it is made from abroad. Calls can be made collect.

- The Policyholder knows and expressly accepts the limiting clauses of this policy and declares having received the General Conditions together with this document.

INFORMATION TO THE INSURED PARTY

The policyholder must have received the following information before the conclusion of this contract, in compliance with the provisions of article 96 of Law 20/2015, of July 14, on the organisation, supervision and solvency of insurance and reinsurance entities and in articles 122-126 of its regulations

The insurer of the policy is ARAG S.E., a German entity with registered office in Düsseldorf, ARAG Platz no. 1; the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) is responsible for controlling and supervising its activity. It is authorised to operate in Spain under the right of establishment given to its ARAG S.E., subsidiary in Spain, branch with NIF W0049001A and registered address in Madrid, Calle Núñez de Balboa, 120; duly registered in the General Directorate of Insurance and Pension Funds administrative register with code E-210.

In case the insurance company liquidates, Spanish regulations on such matters will not apply.

The legislation applicable to the insurance contract is Spanish, specifically, law 50/1980 of October 8, regulating insurance contracts.

In case of disagreement or litigation, the policyholder or the insured party may request arbitration through the Spanish courts of justice.

ARAG S.E., Subsidiary in Spain, has the following customer service contact numbers available for its clients and insured parties:

- For modifications and/or consultations on contracted policy, call: 93 485 89 07 - 566 16 01
or send an email to, atencioncliente@arag.es

- ARAG S.E., Subsidiary in Spain, has a Customer Service Department (c/ Roger de Flor, 16, 08018

- Barcelona, e-mail: dac@arag.es, webpage: www.arag.es) which also addresses and resolves complaints that are related to policyholder's legal interests and rights; they will be handled and resolved within a maximum period of one month from submission.



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- In case of disagreement with the resolution adopted by the Customer Service Department, or if the period of one month elapses without having received a response, the claimant may contact the General Directorate of Insurance and Pension Funds, Claims Service (Paseo de la Castellana, 44, 28046 - Madrid, telephones: 902 19 11 11 o 952 24 99 82, website: www.dgsfp.mineco.es)

- A Report on the insurer's financial and solvency situation can be viewed and downloaded here: <https://www.arag.com/company/financial-figures>.

When the Policyholder/Insured Party provides their bank details for payment of the insurance premium, they consent and authorise that such a payment should be charged to the account included in this document or the account that they communicate to the insuring entity for that purpose while this contract is in force.

ISSUED IN MADRID, on April 8, 2020

For the Company
THE POLICYHOLDER
By proxy

INFORMATION ON DATA PROTECTION

Data processor	ARAG SE, Subsidiary in Spain C/ Núñez de Balboa 120 28006.- MADRID NIF W00490001A atencioncliente@arag.es www.arag.es
Data Protection Officer contact details	dpo@arag.es C/Roger de Flor 16 08018 Barcelona
Purpose of processing	Underwriting and execution of the insurance contract
Authentication	Execution of the insurance contract
Recipients	No data will be transferred to third parties unless prior consent is given, an obligation provided for in regulations, or legitimate interest.
International transfers	May be necessary during certain assistance services for the execution of the contract.
Rights	Individuals can access, rectify or delete their data, oppose their processing and request their limitation or transfer by sending a request to: lopd@arag.es
Additional Information	Additional and detailed information on data protection can be viewed on our website: http://www.arag.es



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Data processor

The entity responsible for processing personal data is ARAG SE, Subsidiary in Spain, whose NIF is W0049001A and registered address is C/Núñez de Balboa no. 120, 28006 Madrid. Email: atencioncliente@arag.es Website: www.arag.es. You can contact the Data Protection Office at dpo@arag.es.

Purpose and recipients

The information provided will be processed for the purpose of establishing, managing and developing contractual relationships between you and the data processor, as well as for the prevention of fraud.

We will also process your personal data to inform you about our products and for quality control purposes in the provision of the coverages of your insurance contract.

We will not pass on your personal data to third parties except in the following cases: applicable regulations oblige us to, for legitimate interests or with prior consent from the owner of the data.

Your data will be accessible to ARAG SE, Subsidiary in Spain third-party collaborators who intervene in the formalities arising from underwriting the insurance and the effective provision of its guarantees.

If you need assistance and you are outside the European Union, we may need to transfer your personal data to other countries in order to effectively fulfil the coverages of your insurance contract.

Your data will be kept during the validity of the insurance contract. After its termination, they will be blocked during the legally required periods for the purpose of determining any liability arising from their processing. Once the statutory limitation periods have elapsed, the data will be deleted.

Authentication

The legal basis for processing your personal data is the execution of the insurance contract you have signed with this insurance company. Providing your data is essential for the formalisation of this insurance contract, which is not possible without them.

The legal basis for processing the data for direct marketing and satisfaction surveys is a legitimate interest in meeting your expectations as a customer and improving the quality of the service received. You can oppose the processing of your data at any time in the manner described in the Rights section.

The legal basis for transferring data to third parties is constituted by provisions in insurance regulations that either protect the legitimate interest of the entity or impose specific obligations on it for the development of its activity, in regard to the insurance contract (Law 50/1980 on Insurance Contract), regulations on ordination, supervision and solvency (Law 20/2015 on Ordination, Supervision and Solvency of insurance and reinsurance entities) and other regulations governing insurance activity.



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The legal basis for transferring your data to a country outside the EU is the need to execute the guarantees provided in your policy.

Rights

You have the right to access your personal data subject to processing, as well as request the rectification of inaccurate data or, where appropriate, request its deletion when the data is no longer necessary for the purposes for which it was collected. You can also exercise your rights of opposition and limitation to the processing and transfer of the data.

You can exercise your rights by writing to the data processor, ARAG SE, Subsidiary in Spain, at lopd@arag.es or if you prefer, by post addressed to C/Roger de Flor, 16, 08018, Barcelona (include "Attention to: 'Data protection'" on the envelope). Please include or attach a copy of your ID or passport. In the event that your above rights request is not complied with, you can submit a complaint to the Spanish Data Protection Agency (www.agpd.es).

Third party(s)' personal data

Regarding other individuals' personal data that must be given to ARAG SE, Subsidiary in Spain, in order to formalise this policy, they must be informed - prior to the communication of their data - of the information contained in the preceding paragraphs.



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TRAVEL ASSISTANCE INSURANCE FOR “CANCELLATION OF (HOTEL BOOKINGS)”

General Conditions

Introduction

This insurance contract is governed by the provisions of these General Conditions and the policy's Particular Conditions, in accordance with that established in Law 50/1980 of October 8 on Insurance Contracts, and Law 20/2015, of July 14, on the organisation, supervision and solvency of insurance and reinsurance entities.

Definitions

Definitions of terms in this contract:

Insurers

ARAG S.E., Subsidiary in Spain, which assumes the risks established in the policy.

Policyholder

The individual or legal entity that has taken out this contract with the Insurer responsible for the obligations deriving from it, except those that by their nature must be fulfilled by the Insured Party.

Insured Party

The natural person outlined in the Particular Conditions who, in default of the Policyholder, assumes the obligations derived from the contract.

Cancellation policy

The penalty will always be the amount corresponding to one night of the booking given.

Definition of Relatives

The Insured Party's family, their spouse or person who lives with them, their ascendants and descendants in the first degree - parents, children, grandparents, grandchildren - brothers, sisters, uncle, aunt, nephew, niece, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law or in-laws of both are considered covered.

Policy

The contractual document that contains the Regulatory Insurance Conditions. They are an integral part of the General Conditions, the Particular Conditions that individualise each risk, and any appendixes or annexes that are attached to complete or modify them.



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Premium

The price of the insurance. The receipt will also contain legally applicable surcharges and taxes.

1. Purpose of the insurance

Through this Travel Assistance insurance contract, the Insured Party travelling within the covered territorial scope will be entitled to the different assistance services that make up the traveller protection system, which includes medical and health services, as well as various complementary benefits.

2. Insured Parties

The Policyholder of this insurance policy or the natural persons listed in the Particular Conditions, in case of Collective Policy.

3. Temporary validity

In Temporary Policies, duration refers to that specified in the Particular Conditions.

To benefit from the coverages contained herein, the duration of the insured trip or holiday away from the Insured Party's habitual residence must not exceed 34 days.

4. Territorial scope

The coverages established in this Policy are valid for events that occur in Spain, Europe or throughout the World, according to what has been specified in the Particular Conditions.

The Medical and Health Assistance coverage described in article 7.1, is applicable when the Insured Party is further than 30 (thirty) km from their habitual residence, or on another island, in the case of the Balearic and Canary Islands, even when the distance is less than that established.

Other benefits covered by this policy will come into force when the Insured Party is further than 30 (thirty) km from their habitual residence or 15 (fifteen) km in the Balearic and Canary Islands.



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5. Information regarding risk

The Policyholder has the duty to declare to ARAG, before the formalisation of the contract, all the circumstances known to them that may influence the risk assessment, according to the questionnaire submitted to them. They will be exempt if ARAG does not give them a questionnaire or when, even if they have been given the questionnaire, there are circumstances that may influence the risk assessment and have not included in the questionnaire.

The Insurer may terminate the contract within a period of one month, starting from the moment the difference or inaccuracy of the Policyholder's declaration is made known to them.

During the term of the contract, the Insured Party must notify the Insurer, as soon as possible, of any modifications to the circumstances declared in the questionnaire mentioned in this article that might aggravate the risk and are of such a nature that if they had been known by the Insurer at the time of the formalisation of the contract, that entity would not have formalised it or it would have done so under more serious conditions.

Once an increase in the risk is known, ARAG may, within a period of one month, either offer a modification of the contract or terminate it.

If there is a risk reduction, the Insured Party is entitled, from the next annuity, to a reduction in the amount of the premium in proportion to the reduction of the risk.

6. Guarantees covered

As soon as ARAG is notified, in accordance with the procedure indicated in Article 10, of an incident covered by this policy, ARAG guarantees the provision of the following services:

6.1 Travel Cancellation Expenses

ARAG will reimburse travel expenses when cancelled by the Insured party, **up to the maximum amount of 500 euros**, and subject to the exclusions mentioned in these General Conditions, invoiced according to the travel Agency or travel suppliers' general conditions and provided that the Insured party has cancelled before commencement of their travel and for one of the following reasons occurring after the taking out the insurance:

1 - Due to death, hospitalisation of at least one night, serious illness or serious bodily injury of:

- a) The Insured Party or any of their relatives, understood as such in accordance with this Policy's General Conditions.
- b) Any of the Insured Party's relatives, their spouse or defacto partner or person who lives with them, understood as a relative in accordance with this Policy's General Conditions.
- c) Of the person responsible for, during the trip, the Insured Party's children or disabled people under their care.
- d) Of the Insured Party's direct substitute in their job, provided that this circumstance results in the requirement from the Company in which they are employed preventing them from making the trip.



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For the Insured Party, "Serious illness" is defined as an alteration of health requiring hospitalisation or the medical need for bed-rest, within the 7 days prior to the trip and which medically prevents the commencement of the travel on the scheduled date.

For the Insured party, "Serious accident" is defined as non-intentional bodily harm inflicted on the victim, occurring from a sudden external action and which, in the opinion of a medical professional, results in the impossibility of the Insured party to commence the travel on the scheduled date, and for any of the aforementioned relatives it entails risk of death.

For any of the aforementioned persons, other than the Insured Party, an illness is considered serious when it implies hospitalisation for at least one night or the medical need for bed-rest for a period of at least three days, or when the illness entails risk of imminent death.

2 - Insured Party being summoned as a witness or to serve on a jury in court.

3 - Being selected as a polling station staff member for state, autonomous or municipal elections.

4 - If the dates of any public examinations summoned through a public body that the Insured party will sit are announced after the insurance has been taken out. This may also affect the Insured Party as a member of the Tribunal for these exams.

5 - Serious damages to the Insured Party's main or secondary residence, or professional premises if they are the direct operator or self-employed, caused by fire, explosion, robbery or by the force of nature and their presence is essential.

6 - Due to dismissal of the Insured party. In no case will this insurance be used upon termination of an employment contract, voluntary resignation or failure to pass a trial period. In all cases, the insurance must have been signed before a written notification of the dismissal was given to the employee by the Company.

7 - The Insured party starting a new job, in a different company with an employment contract of longer than six months and provided that the incorporation occurred after registration of the travel and, therefore, after taking out this Insurance policy.

8 - When the Insured party must pay more than € 600 to the tax department - the Ministry of Economics and Public Administrations - because of their end of year tax declaration.

9 - Act of aerial, terrestrial or naval piracy that makes it impossible for the insured party to start their trip on the scheduled dates.

10 - A call for the surgical intervention of the Insured party, including any prior medical tests that need to be carried out for such an intervention. (Including organ transplantation as a recipient or donor).

11 - A call from Public Health system to the Insured Party or their first or second degree relatives to carry out medical tests as a matter of urgency, provided they are justified by the seriousness of the case.

12 - Serious complications in pregnancy where medical recommendations require the Insured party, their spouse, de-facto partner or live-in partner to rest or to be hospitalised, and as long as the complications that have arisen have occurred after taking out the insurance policy and put the continuity or development of that pregnancy at serious risk.



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13 - Premature birth of the Insured party's child.

14 - Police arrest of the Insured party for non-criminal causes, occurring after the insurance has been taken out.

15 - Judicial summons for proceedings of a divorce that was agreed after the arranging the travel.

16 - An urgent requirement to join the armed forces, police or fire services, as long as the incorporation is notified after the insurance policy has been taken out.

17 - Medical quarantine following an accidental event.

18- Unexpected call for organ transplantation of: The INSURED PARTY or a relative. The companion of the INSURED PARTY, registered in the same reservation.

19 - Request to sign official documents before the Public Administration during the trip.

20 - Delivery of a child for adoption, when the date coincides with the dates of in trip.

21 - An official declaration of a catastrophe in the INSURED PARTY's place of residence or travel destination. An official declaration of a catastrophe in a location that the Insured Party must cross to reach their destination is also covered by this guarantee, provided that this is the only way to access said destination. A maximum compensation amount of € 30,000 is established per claim

22 - Judicial declaration of the bankruptcy of a company that prevents the INSURED PARTY from carrying out their professional activity.

23 - Theft of documentation or luggage that makes it impossible for the INSURED PARTY to start their trip.

24 - Cancellation of the trip by the person who was to accompany the Insured Party on the trip, provided they had registered their trip, which this contract covers, at the same time as the Insured Party, and provided that the cancellation is due to one of the causes listed above and, because of that cause, the Insured Party has to travel alone.

25 - Cancellation of the trip by a relative who was to accompany the Insured Party on the trip, provided they had registered their trip at the same time and which this contract covers, at the same time as the Insured Party, and provided that the cancellation is due to one of the causes listed above.

In the event that for any of the reasons established in the TRAVEL CANCELLATION EXPENSES section, the Insured Party changes the date of their trip, the expenses incurred by the change will be covered by this insurance policy **only when the amount does not exceed the penalty that would have been applied for cancelling the reservation.**

In all cases, it is an essential requirement that said coverage has been established and communicated to ARAG at the time the booking was made.



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SPECIFIC EXCLUSIONS OF THIS TRAVEL CANCELLATION EXPENSES INSURANCE:

In addition to that indicated in the "Exclusions" section in these General Conditions, travel cancellations because of the following reasons are not covered:

- A) Aesthetic treatments, treatments, recommendations against travelling by air, not or recommendations against vaccinating, inability to follow recommended preventive medicinal treatment in certain areas, voluntary interruption of pregnancy, alcoholism, consumption of drugs and narcotics, unless they have been prescribed by a doctor and consumed in the manner indicated.
- B) Psychic, mental or nervous illnesses and depressions that do not require hospitalisations, or do so but for less than seven days. Pre-existing ailments or pre-existing or chronic illnesses, as well as their consequences.
- C) Illnesses that are being treated or that require medical attention within 30 days prior to either the date the trip was reserved or the date the insurance was taken out.
- d) Having participated in gambling, contests, competitions, duels, crimes or fights except in cases of self-defence.
- E) Epidemics, pandemics, both in the country of origin and the country of destination of travel, except in the case of **SERIOUS ILLNESS** of the Insured as covered by Cause 1 of Article 7.1, Travel Cancellation Expenses.
- F) Medical quarantine, pollution and natural disasters, both in the country of origin and in the country of destination of travel.
- G) War (civil or foreign), declared or not, riots, popular movements, acts of terrorism, any effects from a source of radioactivity, as well as the conscious disregard of official prohibitions.
- H) Not presenting, for any reason, essential documents for the entire travel, such as passport, visa, tickets, ID card or vaccination certificate.
- I) Intentional acts, as well as self-harm caused intentionally, suicide or attempted suicide.

6.2 Reimbursement of holidays not enjoyed

ARAG will reimburse, **up to a maximum limit of 3,000 euros**, and subject to the exclusions mentioned in these General Conditions, an amount per day for holidays not enjoyed. This amount will be obtained by dividing covered capital by the number of days planned for the trip, and will be compensated by multiplying by the number of holiday days not enjoyed, after justification of the cost of the holidays.

This coverage will be exclusively applicable when the Insured Party is obliged to interrupt their holidays in advance, and must return to their residence for any of the reasons listed in the Travel Cancellation Expenses coverage which occur after the start of the trip but were not previously known by the Insured Party, and are also subject to the specific exclusions.





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6.3 Search, finding and delivery of lost luggage in Spain

Should luggage be lost on a regular flight, ARAG will arbitrate and use all the means at its disposal to locate it, inform the Insured Party of the developments that occur and, where appropriate, deliver it to them at no cost.

6.4 Theft and damage to luggage

Compensation for damage and/or loss of the Insured Party's luggage or personal effects is guaranteed in cases of theft. Likewise, ARAG guarantees compensation for the total or partial loss of luggage caused by the carrier or fire or assault occurring during the course of the trip, **up to a maximum amount of 600 euros**.

50% of the total luggage amount insured can be destined for coverage of cameras and photography, radio, sound, image devices or electronic equipment, as well as their accessories.

This compensation will always be in excess of and complementary to that received from the transport company; the Insured Party must present justification of the compensation they have received from their corresponding carrier, as well as a detailed list of the equipment and its estimated value.

This clause excludes theft and simple loss that occurs because of the Insured Party's fault, as well as jewellery, money, documents, and valuables and sports and computer equipment.

For purposes of detailing the above exclusions, the following shall apply:

- **Jewellery: set of objects made from gold, platinum, pearls or precious stones.**
- **Objects of value: set of silver objects, paintings and works of art, any kinds of collections, and fine furs.**

In order to cover any property or damages in the case of theft, the report given to the competent authorities must be presented.

6.5 Medical and health care

6.5.1 ARAG, up to the limit of 1,000 euros, will cover expenses corresponding to any health professionals and/or centre intervention required for the care of the sick or injured Insured Party, provided that said intervention has been carried out in accordance with the Insurer's medical team.

The following services are expressly included, without limitation, and provided the seriousness of the case requires it:

- a) Treatment by emergency medical teams.
- b) Complementary medical examinations.
- c) Hospitalisations, treatments and surgeries.
- d) Supply of medication when hospitalised or reimbursement of its cost for injuries or illnesses that do not require hospitalisation. **The successive payment of medications or pharmaceutical expenses that derive from any process that is chronic are excluded from this coverage.**



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In case of vital emergency as a result of an unpredictable complication of a chronic, congenital or pre-existing illness, ARAG will cover **only for the costs of emergency medical assistance carried out within the first 24 hours from admission into hospital.**

The expenses covered for this event may not in any case exceed 10% of the sum insured by the medical health care coverage.

Except in case of emergency or force majeure, **the Insurer will, through its medical team, decide which medical centre the Insured Party will be referred to according to the injury or illness suffered.**

In the case of illnesses or accidents occurring within the scope of contracted coverage, if the Insurer's medical team decides that given the seriousness of the case the Insured Party **requires long-term treatment**, ARAG will arrange transfer of the Insured Party to their home address in order to receive such treatment through their usual healthcare supplier in their habitual place of residence. **In the event that the Insured Party does not accept said transfer, the Insurer's obligations to pay for services covered by this guarantee will immediately cease.**

Long-term treatment means any treatment that exceeds 60 days from the date of diagnosis.

6.5.2 Likewise, and **up to the maximum limit of 250 euros**, ARAG will cover expenses for acute dental issues, understood as such by infection or trauma requiring emergency treatment.

7. GENERAL EXCLUSIONS (for all coverages)

The agreed coverages do not include:

Voluntary acts by the Insured Party or those acts in which the said person is guilty of malevolent intent or gross negligence.

b) Ailments, chronic, congenital or pre-existing illnesses, as well as their consequences, suffered by the Insured party prior to taking starting the trip, except those expressly covered.

c) Suicide death and injury or illnesses resulting from the intent of the Insured Party to injure themselves and those derived from criminal actions.

d) Diseases or pathological conditions produced by the consumption of alcohol, psychotropic drugs, hallucinogens or any drug or substance with similar characteristics.

e) Aesthetic treatments and the supply or replacement of hearing aids, contact lenses, glasses, orthoses and prostheses in general, as well as the expenses caused by births or pregnancies and any type of mental illness.

f) Injuries or illnesses arising from the Insured party's participation in gambling, competitions or sports tests, and carrying out sports and/or any adventure activities not expressly covered.

g) Conditions that result, directly or indirectly, from events produced by nuclear energy, radioactive radiation, natural catastrophes, military actions, riots or terrorist acts.

h) Injuries produced by the professional practice of any type of sport.



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i) The rescue of people in the desert and/or at sea.

j) Any type of medical or pharmaceutical expense of an amount lower than that stipulated in the Particular Conditions of the policy.

k) The use of medical aircraft except in Europe and always at the discretion of the Insurer's Medical Team

8. Limits

ARAG will cover the expenses contained herein, within the established limits and up to the maximum amount contracted in each case. In the case of events that have the same cause and have occurred at the same time, they will be considered one single loss.

ARAG will be obliged to pay the claim, except in the event that the loss was caused by the Insured Party's bad faith.

For coverages that include payment of an amount in money, ARAG is obliged to compensate at the end of the investigations and expert appraisals needed to establish the existence of the incident. In any case, ARAG shall pay, within 40 days from the receipt of the declaration of incident, the minimum amount of what it may owe, according to the circumstances known to them. If within three months from when the claim has been made, ARAG has not paid such compensation, and there is no justified cause for not doing so or the cause is attributable to them, compensation will be increased by a percentage equivalent to the legal interest in force at that time, increased in turn by 50%.

9. Declaration of an incident

When an incident requiring the use of this policy occurs, it is essential that the Insured Party notifies it to ARAG's emergency telephone service, indicating the name of the Insured Party, policy number, location and phone number of the location and the type of assistance that is needed. This communication may be made with a collect call.

10. Additional provisions

The Insurer will not assume any responsibility for claims that have not been requested or that have been made without their prior agreement, except in cases of duly justified force majeure.

When the direct intervention of ARAG is not possible in the provision of the services, the latter will be obliged to reimburse the Insured Party for the expenses duly credited that derive from such services, within the maximum period of 40 days from the presentation of the same.

In any case, the Insurer reserves the right to request from the Insured Party any reasonable documents or evidence in order to process payment of the requested compensation.



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11. Subrogation

Up to the amount of the total disbursed in compliance with the obligations derived from this policy, ARAG shall replace the Insured Party, their heirs or any other of their beneficiaries in the rights and actions that correspond to them when acting against liable third persons, physical or legal, as a consequence of the loss that caused the assistance provided.

In particular, this right may be exercised by ARAG against passenger road, maritime or air transport companies, when acting for the total or partial refund of the cost of tickets not used by the Insured Party(s).

12. Prescription

The actions that derive from the insurance contract will prescribe in two years in the case of coverage for damages and in five in the case of coverage for people.

13. Indication

If the content of this policy differs from the insurance request or the agreed clauses, the Policyholder may request that the Company rectifies the error within one month, starting from the date the policy is signed. If this period elapses without the Policyholder making such a request, the provisions of the policy will be followed.



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COMPLEMENTARY CIVIL LIABILITY INSURANCE

DEFINITIONS:

Sum Insured: The amounts established in the Particular and General Conditions is the maximum limit of compensation to be paid by the Insurer in case of an incident.

Insured Party Obligations: In the event of a Civil Liability claim, the Policyholder, the Insured Party, or their beneficiaries must not accept, negotiate or reject any claim without the express authorisation of the Insurer.

PAYMENT OF COMPENSATIONS:

- a) The Insurer is obliged to pay compensation at the end of any investigations and expert appraisals necessary to establish the existence of the incident and, where appropriate, the amount resulting from it. In any case, the Insurer shall pay, within forty days from the receipt of the declaration of incident, the minimum amount of what it may owe, according to the circumstances known to them.
- b) If within three months from when the claim has been made, the Insurer has not carried out the repairs or paid compensation for the claim, and there is no justified cause for not doing so or the cause is attributable to them, compensation will be increased by a percentage equivalent to the legal interest in force at that time, increased in turn by 50%.

PRIVATE CIVIL LIABILITY INSURANCE

1. Private civil liability

The Insurer will cover the monetary compensations - **up to the total indicated in this policy's particular conditions** - which, without constituting personal sanction or sanction complementary to civil liability, may be demanded from the Insured Party pursuant to Articles 1902 to 1910 of the Civil Code, or similar provisions established by foreign legislation, if the Insured Party is civilly liable for personal injury or material damage caused involuntarily to third parties' persons, animals or things.

This limit includes the payment of court costs and expenses, as well as the provision of judicial bonds required of the Insured Party.

2. EXCLUSIONS

The following are not covered by this insurance policy:

- a) Any type of Liability that corresponds to the Insured Party for driving motor vehicles, aircraft and boats, as well as for the use of firearms.

POLICY PARTICULAR CONDITIONS

POLICY No 55-1989072

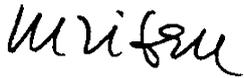
POLICYHOLDER: FLEXMYROOM INSURETECH

- b) Civil Liability derived from any activity in professional, unionised, political or associative organisations. c) Fines or sanctions imposed by Courts or authorities of all kinds.
- d) Responsibility derived from the practice of professional sports and the following modalities even as an amateur: mountaineering, boxing, bobsleigh, speleology, judo, parachuting, hang gliding, gliding, polo, rugby, shooting, yachting, martial arts, and those practised with motor vehicles.
- e) Damage to the objects entrusted, by any title, to the Insured Party.

For the Company

THE POLICYHOLDER

By proxy

A handwritten signature in black ink, appearing to read 'M. R. S. M.', is written over the printed text.