



POLICY PARTICULAR CONDITIONS

<b>POLICY No.:</b> 55-1997379	<b>POLICYHOLDER:</b> FLEXMYROOM INSURETECH S L GERONA 13 LOCAL CA18 03503 - BENIDORM (ALICANTE)	<b>TAX ID</b> B42687616
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<b>SCOPE OF THE INSURANCE:</b> 20/11/20	<b>LENGTH:</b>	<b>PAYMENT METHOD:</b>
<b>EXPIRATION THE INSURANCE:</b> 19/11/21		
<b>MEDIATOR:</b> 44-41113 - TOURIST-BROKER CORREDURIA SEGUROS SL		

**POLICY UPDATED AS OF 12/23/2020**

**A02**

**TRAVEL ASSISTANCE INSURANCE TO PEOPLE "TRAVEL ASSISTANCE FOR HOTELS - INCLUSION"**

	<b>Guarantee</b>	<b>Higher</b>
<b>6.1</b>	Medical and health care - Spain - Dental expenses	€30,000 €250
<b>6.2</b>	Repatriation or transportation of injured or ill parties	The totality of its cost
<b>6.3</b>	Repatriation or transportation of other Insured Parties	The totality of its cost
<b>6.4</b>	Travel for a relative or companion in case of hospitalisation	The totality of its cost €500 (€50 x 10 days) €1,500 (€150 x 10 days)
<b>6.4.1</b>	- Travel expenses	
<b>6.4.2</b>	- Accommodation expenses for a relative or companion who must travel, in case of hospitalisation	
<b>6.4.3</b>	- Accommodation expenses for a relative or companion who does not need to travel, in case of hospitalisation	
<b>6.5</b>	Convalescence in hotel	€1,500 (€150 x 10 days)
<b>6.6</b>	Repatriation or transportation of a deceased Insured Party	The totality of its cost
<b>6.7</b>	Early return due to the death of a relative	The totality of its cost
<b>6.8</b>	Early return due to the hospitalisation of a relative	The totality of its cost
<b>6.9</b>	Early return due to serious incident in the Insured Party's home or	The totality of its cost
<b>6.10</b>	Loss of services contracted and not enjoyed because of hospitalisation	€500
<b>6.11</b>	Professional driver	The totality of its cost
<b>6.12</b>	Telephone Medical Consultation Service	ARAG Service
<b>6.13</b>	Refund of holidays not enjoyed	€3,000

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



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

### **Territorial scope:**

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

### **Communication of travel:**

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

**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.



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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 1601

or send an email to, [atencioncliente@arag.es](mailto: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](mailto:dac@arag.es), webpage: [www.arag.es](http://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.

- 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](http://www.dgsfp.mineco.es)).

- A Report on the insurer's financial and solvency situation can be 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 February 2, 2021

*For the Company*

THE POLICYHOLDER

CEO

*Member of GEC*

**INFORMATION ON DATA PROTECTION**

Data processor	ARAG SE, Subsidiary in Spain C/ Núñez de Balboa 120 28006.- MADRID NIF W00490001A <a href="mailto:atencioncliente@arag.es">atencioncliente@arag.es</a> <a href="http://www.arag.es">www.arag.es</a>
Data Protection Officer contact details	<a href="mailto:dpo@arag.es">dpo@arag.es</a> C/Roger de Flor 16 08018 Barcelona
Purpose of processing	Underwriting and execution of the insurance contract



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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: <a href="mailto:lopd@arag.es">lopd@arag.es</a>
Additional Information	Additional and detailed information on data protection can be viewed on our website: <a href="http://www.arag.es">http://www.arag.es</a>

### 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](mailto:atencioncliente@arag.es) Website: [www.arag.es](http://www.arag.es). You can contact the Data Protection Office at [dpo@arag.es](mailto: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.



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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.

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](mailto: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](http://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 "TRAVEL ASSISTANCE FOR HOTELS INCLUDING FLEXMYROOM" PEOPLE**

#### **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.

#### **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.

#### **Premium**

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



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### **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 a 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 62 days.**

### **4. Geographical scope**

**The cover specified in this Policy is valid for events that occur exclusively in Spain.**

**The benefits provided by this Policy will apply when the insured is outside the municipal district of his/her usual residence.**

### **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.



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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 Medical and health care

ARAG, **up to the limit indicated in this policy's Particular Conditions**, 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.**

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 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 cases 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 habitual residence 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



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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.**

Likewise, and **up to the limit indicated in this policy's Particular Conditions**, ARAG will cover expenses for acute dental issues, understood as such by infection, pain or trauma requiring emergency treatment.

### **6.2 Repatriation or transportation of the injured or ill**

In the event of an accident or illness, ARAG will be responsible for:

- a) The cost of transportation by ambulance to the nearest clinic or hospital.
- b) Revision by a Medical Team, led by the doctor who treats the injured or ill Insured Party, to determine the suitable measures for the best treatment and eventual transfer to another more appropriate Hospital, Health Centre or their habitual residence.
- c) The cost of transporting the injured or ill person, by the most suitable means, to the prescribed hospital, health centre or their habitual residence.

**The transport used will in each case be decided by ARAG's Medical Team according to the urgency and severity of the case.**

**Exclusively in Europe and always at the discretion of ARAG's Medical Team, a specially conditioned medical aeroplane may be used.**

If the Insured Party is admitted to a hospital or health centre far from their habitual residence, ARAG will be responsible for the subsequent transfer to their habitual residence.

**In the event that the Insured Party does not live in Spain, they will be repatriated to their habitual residence in their country of origin.**

### **6.3 Repatriation or transportation of other Insured Parties**

When coverage for "Repatriation or transportation of the injured or ill Insured Parties" or "Repatriation or transportation of the deceased Insured Party" is applied due to one of the Insured Parties falling ill, having an accident or passing away, and this prevents their spouse, ascendants or descendants in the first degree, siblings, or a companion from continuing their trip by the means initially planned, ARAG will cover their transportation

to their residence or to where the ill or injured Insured Party is hospitalised.

**In the event that the persons referred to in the preceding paragraph do not have their habitual residence in Spain, they will be repatriated to their country of origin.**

### **6.4 Travel for a relative or companion in case of hospitalisation**

**6.4.1** If the ill or injured Insured Party's condition requires hospitalisation **for a period exceeding five days**, ARAG will arrange for a relative of the Insured Party or the person designated by them, a round-trip travel, by plane (economy class) or train (1st class), so that they can accompany them during their hospitalisation.



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**6.4.2** ARAG will pay, **upon presentation of the corresponding invoices**, the companion's accommodation expenses, **up to the limit indicated in the Particular Conditions of this contract.**

**6.4.3** In the event that the Insured Party was travelling with a companion, such that it were not necessary for the companion to travel as contemplated in the previous article 6.4.1, ARAG will pay, **upon presentation of the corresponding invoices**, the companion's accommodation expenses, up to the limit indicated in the Particular Conditions of this contract.

### **6.5 Convalescence in a hotel**

If medical recommendations do not allow the ill or injured Insured Party to return home, ARAG will cover the hotel expenses incurred by the convalescence **up to the limit indicated in the Particular Conditions of this contract.**

### **6.6 Repatriation or transportation of a deceased Insured Party**

Should the Insured Part pass away during a trip, ARAG will arrange for the transfer of the body to the place of burial in Spain and will be responsible for those expenses. These costs include postmortem conditioning according to legal requirements.

**Burial and ceremony costs are not included.**

ARAG will arrange and cover expenses for the return of the other Insured Persons to their home, **when they cannot do so through initially planned means.**

**In the event that the Insured Party does not live in Spain, they will be repatriated to their habitual residence in their country of origin.**

### **6.7 Early return due to the death of a relative**

If any of the Insured Party(s) must interrupt their trip because of the death of a relative, as defined in this policy, ARAG will cover round-trip transportation costs, by plane (economy class) or train (1st class), from where they are to the burial location.

Alternatively at their choice, the Insured Party may opt for two airline (economy class) or train (1st class) tickets, to their habitual residence.

### **6.8 Early return due to hospitalisation of a relative**

In the event that an Insured Party must interrupt their trip because of the hospitalisation of a relative, as defined in this policy, **due to an accident or serious illness requiring a minimum hospitalisation of 5 days, occurring after the start date of the trip**, ARAG will cover transportation costs to their residence.

Likewise, ARAG will cover a second ticket for the transportation of the person accompanying the Insured Party on that same trip, **provided that this second person is insured by this policy.**

### **6.9 Early return due to serious incident in the Insured Party's home or work premises**

ARAG will cover the cost of a return ticket for the Insured Party if they need to return to their habitual residence early because of serious damage to their main residence or professional premises - **provided that the Insured**



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**Party is the direct operator or self-employed** - caused by fire, and **provided the fire has led to the intervention of firefighters**; theft reported to the police authorities or serious flood. The presence of the Insured Party has to be essential for any of these cases, they cannot be situations that can be resolved by a family member or a person they trust and **the event must have occurred after the start date of the trip.**

Likewise, ARAG will cover a second ticket for the transportation of the person accompanying the Insured Party on that same trip, **provided that this second person is insured by this policy.**

**The maximum limit of this coverage is Indicated in the policy's Particular Conditions.**

### **6.10 Loss of services contracted and not enjoyed because of hospitalisation**

If as a consequence of the Insured Party's hospitalisation, they do not enjoy services initially contracted, such as: excursions, meals or any other similar event, ARAG will compensate this loss **up to the limit established in the Particular Conditions**, according to the damages suffered.

**This circumstance must be verified through documentation related to the trip.**

### **6.11 Professional driver**

ARAG will send a professional driver to transport the vehicle and its occupants to their residence - or destination provided the number of days needed is not greater - as long as no other occupant can substitute them to drive the vehicle, in the following cases:

- When due to illness or accident the Insured Party has been transferred or repatriated or is unable to drive (according to medical criteria).
- When the Insured Party has passed away.
- When the insured driver was detained or arrested by a competent authority because of a traffic accident.

### **6.12 Telephone Medical Consultation Service**

When the Insured Party requires medical attention for minor pathologies, ARAG may use the remote medical consultation service with a medical professional to assist. This service may be provided through Video or Telephone Conferencing and images and files may be exchanged through any of the means made available to the Insured Party.

If the doctor treating the Insured Party approves it, the medication for each case may also be prescribed Remotely, always in accordance with current regulations on health and Personal Data Protection.

Consultations will be provided only when the Company considers it appropriate, and will be provided for pathologies as long as they are not serious - such as abrasions, allergies, arthritis pain, asthma, bronchitis, bruises, colds and flu, mouth ulcers, cough, diarrhoea, minor fevers, minor infections, insect bites, minor lacerations, conjunctivitis, rashes, upper respiratory tract infections, sinusitis, minor skin inflammations, sore throat, sprains, styes, minor urinary tract infections, fungal infections, vomiting, and any other symptoms that professionals consider appropriate to treat using this system.

**This type of consultation will never be a substitute for in-person consultations that require a physical examination.**



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**This service cannot be provided in cases of medical emergencies that require a direct visit to a hospital, when an appointment is requested outside established working hours, or for serious or chronic pathologies.**

### 6.13 Reimbursement for holidays not taken

ARAG will provide reimbursement for holidays that are not taken, up to the limit specified in the Schedule and subject to the exclusions specified in these General Conditions. This reimbursement will take the form of a specified amount for each day of the holiday that is not taken. Said amount will be calculated by dividing the sum covered by the number of days that had been planned for the holiday. The indemnity will be calculated by multiplying said amount by the number of holiday days that have not been taken. Proof of the cost of the holiday must be submitted beforehand. This cover will only apply when the insured is obliged to end his/her trip early and return home for any of the following reasons or circumstances, provided they occurred after the start of the trip and the insured was not previously aware of them.

Reasons for cancellation:

1. Due to the death, hospitalisation (lasting for at least one night), serious illness or serious bodily injury on the part of:
  - a) The insured or one of his/her relatives (the latter as defined in the General Conditions of the Policy).
  - b) The insured's spouse, civil partner, long-term live-in partner, or one of the insured's relatives (the latter as defined in the General Conditions of the Policy).
  - c) The person who was entrusted with looking after the insured's children (provided they are minors or disabled) at the insured's usual residence while s/he was on holiday.
  - d) The insured's direct substitute in his/her position at work, provided this circumstance results in the insured's employer preventing him/her from going on the trip.

In relation to the insured, "serious illness" means a change in health that involves hospitalisation or bed rest during the seven days before the trip, thereby making it impossible to start the trip on the planned date due to medical reasons.

"Serious injury" means bodily damage that is suffered unintentionally on the part of the victim, originates from an unexpected external cause and, in the opinion of a medical professional, makes it impossible for the insured to begin his/her trip on the planned date, or entails a risk of death for any of the aforementioned relatives. An illness affecting any of the aforementioned individuals, other than the insured, will be considered "serious" when it involves at least one night's hospitalisation or three days' bed rest, or entails an imminent risk of death.

2. If the insured is called up or summonsed as a party, witness or jury member to a civil or criminal court case or to an industrial tribunal.
3. If the insured is called up in order to help staff a polling station for elections at national, regional or municipal level.
4. The sitting of official public exams, which were scheduled by a public body after the insurance policy was taken out. This will apply whether the insured is called to sit the exam or to be a member of the examination panel.
5. Serious damage caused by fire, explosion, theft with violence or force of nature, at the insured's main or secondary residence or at his/her professional premises if s/he is an independent professional or runs a company and his/her presence is absolutely necessary.
6. If the insured is dismissed from his/her job. However, under no circumstances will this cover come into force as a result of the ending of an employment contract, voluntary resignation or failure to pass a trial period. Under all



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circumstances, the insurance policy must have been taken out before the written notice was issued by the company to the employee.

7. Taking up a new job in a company other than the one for which the insured worked previously, provided the employment contract has a duration of more than six months and that the insured was hired after the trip was booked (and therefore after the insurance was taken out).

8. In the event of an income tax return that is carried out in parallel by the Ministry of the Economy and the National Inland Revenue Service, and which results in the insured having to pay a sum in excess of €600.

9. An act of air, land or sea piracy that makes it impossible for the insured to start his/her trip on the scheduled dates.

10. If the insured is called to have surgery, or to have pre-op medical tests carried out. (Including organ transplants, whether as recipient or donor).

11. If the insured or a first- or second-degree relative is called to have urgent medical tests by the public health service, provided that said tests are justified by the seriousness of the related condition.

12. Serious complications during pregnancy that, due to medical advice, involve bed rest or require the hospitalisation of the insured, his/her spouse, civil partner or long-term live-in partner, provided that such complications occurred after the policy was taken out and seriously endanger the continuity or necessary progress of the pregnancy.

13. If the insured gives premature birth.

14. If the insured is taken into police custody, after having taken out the insurance policy and at a time that coincides with the travel dates.

15. Summons by a court to appear in divorce proceedings, after having taken out the insurance policy and at a time that coincides with the travel dates.

16. Urgent letter of formal notice to join the armed forces, the police or fire service, provided that the notice to join was received after the insurance policy was taken out.

17. Medical quarantine as a consequence of an accidental event.

18. An unexpected call for an organ transplant, for:

The insured or one of his/her relatives.

The companion of the insured, provided s/he is recorded in the same booking and is also insured.

19. The signing of official documents on the dates of travel (this only applies to documents that are to be signed before public administrations).

20. The delivery into the insured's care of a child under adoption, which coincides with the planned dates of travel.

21. Official declaration of the insured's place of residence, or the travel destination, as a disaster area. This cover will also apply if the place of transit to the destination is officially declared a disaster area, provided it is the only route by which the destination can be reached.

The maximum amount of indemnity per claim is €30,000.

22. Legal declaration of the suspension of payments on the part of a company and which prevents the insured from carrying out his/her professional activity.

23. Theft with violence of documentation or baggage that prevents the insured from beginning his/her trip.

24. Cancellation by the person who was to accompany the insured on the trip and who is duly registered on the same trip and insured under the same policy, provided that the reason for the cancellation is one of the causes listed above and, as a result thereof, the insured has to travel alone.

25. Cancellation by a relative of the insured who was to accompany the insured on the trip and who is duly registered on the same trip and insured under the same policy, provided that the reason for the cancellation is one of the causes listed above.

### **SPECIFIC EXCLUSIONS TO THE COVER PROVIDING REIMBURSEMENT FOR HOLIDAYS NOT TAKEN:**

**In addition to the provisions of the "Exclusions" section of these General Conditions, trips that are cancelled as a result of the following will not be covered:**



POLICY PARTICULAR CONDITIONS

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- A) Cosmetic treatment or therapy; a contraindication to air travel; the lack of or contraindication to vaccination; the impossibility of following the recommended preventive medical treatment in certain destinations; the voluntary interruption of pregnancies; alcoholism; and the consumption of drugs and narcotics, unless these have been prescribed by a doctor and are taken as indicated.**
- B) Psychological, mental or nervous illnesses or depression without hospitalisation, or which require hospitalisation for fewer than seven days. Pre-existing chronic conditions or illnesses and the consequences thereof.**
- C) Illnesses that are being treated or receiving medical care within the 30 days prior to the booking of the trip and/or inclusion in the insurance policy.**
- D) Involvement in gambling, contests, competitions, duels, crimes or fights, except in cases of legitimate defence.**
- E) Epidemics or pandemics, whether in the country of origin or the travel destination, except in the event of SERIOUS ILLNESS (as specified in Paragraph 1 of Article 7.1, Travel Cancellation Expenses) on the part of:**
  - The insured
  - First-degree relatives who are on the same booking as the insured.
- F) Medical quarantine, pollution and natural catastrophes, whether in the country of origin or the travel destination.**
- G) Declared or undeclared civil or foreign war, riots, civil unrest, acts of terrorism, any effects caused by a source of radioactivity, as well as the conscious disregard of official prohibitions.**
- H) The failure to present, for any reason, the essential documents for any trip, such as a passport, visa, tickets, ID card or vaccination certificate.**
- I) Negligence or misconduct, as well as intentional self-harm, suicide or attempted suicide.**

**8. GENERAL EXCLUSIONS (for all coverages)**

The agreed insurance does not include:

- a) 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 or congenital and/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 events, sports tests, 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.**



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

**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**

### 9. 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 event, 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%.

### 10. 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.

### 11. 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.**

### 12. Subrogation



POLICY PARTICULAR CONDITIONS

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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).

**13. 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.**

**14. 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.**

*For the Company*

THE POLICYHOLDER

— = —

*CEO  
Member of GEC*