



SPECIFIC CONDITIONS OF THE POLICY

<b>POLICY No.:</b> 55-2002968	<b>POLICYHOLDER:</b> FLEXMYRROM INSURETECH SL	<b>Tax ID number / VAT number</b>
	GERONA 13 LOCAL CA18	B42687616
	03503 - BENIDORM (ALICANTE)	

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

**TRAVEL ASSISTANCE INSURANCE TO PEOPLE "CANCELLATION EXPENSES (HOTEL RESERVATIONS) - INCLUSION"**

**GAV Capital**  
Up to 10.000 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.**

**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 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.



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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](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 August 12, 2021



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*For the Company*

THE  
POLICYHOLDER

*P.P.*

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
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.



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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.

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 [lop@arag.es](mailto:lop@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 TO PEOPLE "CANCELLATION EXPENSES (HOTEL RESERVATIONS) - INCLUSION"**

#### **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 annexes 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.**

#### **1. Purpose of the insurance**



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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 6.1, 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.

**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 Travel cancellation expenses.**

**ARAG guarantees, up to the maximum limit of €10,000 per insured, subject to the exclusions mentioned in these General Terms and Conditions, the reimbursement of travel cancellation expenses for the Insured that are invoiced by application of the general terms and conditions of sale of the HOTEL, provided that the trip is cancelled before it starts and due to one of the following reasons occurring after taking out the insurance:**

- 1) Due to the death, hospitalisation of at least one night, serious illness or serious bodily accident of:
  - a) The Insured or of any of his/her relatives, this being understood as set out in the General Terms and Conditions of the Policy.
  - b) Any of the relatives, the spouse or de facto partner or person who lives permanently with the Insured, relatives being understood as set out in the General Terms and Conditions of the Policy.
  - c) The person in charge during the Insured's trip, of the custody, at the main residence, of his/her minor or disabled children.
  - d) The direct substitute for the Insured in his/her job position, provided that this circumstance prevents him/her from making the trip as required by the company by which he/she is employed.

In relation to the Insured, "serious illness" means a change in health that involves hospitalisation or bed rest during the 7 days before the trip, making it impossible to start the trip on the foreseen date due to medical reasons.

"Serious accident" means corporal damage, which is not intentional on the part of the victim, originating from the sudden action of an external cause and that, in the opinion of a medical professional, makes it impossible to start the trip of the Insured on the anticipated date, or that entails the risk of death for some of the aforementioned relatives.

When the illness affects some of the aforementioned people, other than the Insured, it will be understood as serious when it implies a minimum hospitalisation of one night or the need for at least 3 days of bed rest, or which entails an imminent risk of death.



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- 2) Summons of the Insured as a party, witness or jury member in civil, criminal or labour court.
- 3) Summons as a member of a polling station for elections at state, regional or municipal level.
- 4) Sitting official civil servant exams called through a public body after having taken out the insurance policy. This can be either as the person sitting the exam or as a member of the examination body.
- 5) Serious damage caused by fire, explosion, theft or by force of nature, at the Insured's main or secondary residence, or at his/her professional premises if he/she is an independent professional or runs a company and his/her presence is absolutely necessary.
- 6) Due to dismissal of the Insured from his/her job. In no case will this cover come into force due to the end of the employment contract, voluntary resignation or due to failure to pass a trial period. In any case, the insurance policy must have been taken out before written notice was issued by the company to the worker.
- 7) Taking a new job in a company different from where the Insured worked previously, with an employment contract of more than six months, provided that the job commences after the registration of the trip, and therefore, after the insurance was taken out.
- 8) Income tax return made in parallel by the Ministry of Economy and Finance, leaving an amount to be paid by the Insured greater than €600.
- 9) An act of air, land or naval piracy that makes it impossible for the Insured to start his/her trip on the scheduled dates.
- 10) Call for surgical intervention for the Insured, as well as medical tests before such intervention. (Including organ transplants as recipient or donor).
- 11) Call for medical testing of the Insured or of a first- or second degree relative, urgently conducted by the public health service, provided that these are justified by the severity of the case.
- 12) Serious complications during pregnancy that, due to medical advice, involve bed rest or require the hospitalisation of the Insured, his/her spouse, or de facto partner or long-term live-in partner, provided that such complications occurred after the insurance policy was taken out and they seriously endanger the continuity or necessary development of the pregnancy.
- 13) Premature birth by the Insured.
- 14) Police custody of the Insured after having taken out the insurance policy, coinciding with the travel dates.
- 15) Subpoena by a court to appear in divorce proceedings, which occurs after having taken out the insurance policy and 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) Unexpected call for an organ transplant of:  
The INSURED or a relative.  
The companion of the INSURED, recorded in the same booking and who is also insured.



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- 19) Signing of official documents on the dates of travel, exclusively before Public Administrations.
- 20) Delivery 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 trip's destination, as a disaster zone. This cover also includes the official declaration of the place of transit to the destination as a disaster zone, as long as it is the only route whereby the destination can be reached.  
The maximum amount of compensation per claim is €30,000.
- 22) Sworn declaration of the suspension of payments of a company, which prevents the INSURED from carrying out his/her professional activity.
- 23) Theft of documentation or baggage that prevents the Insured from beginning his/her trip.
- 24) Cancellation by the person accompanying the Insured on the trip, who is duly registered on the same trip and insured by the same policy, provided that the reason for cancellation is one of the causes previously listed and, as a result thereof, the Insured has to travel alone.
- 25) Cancellation by a relative of the Insured who is accompanying the Insured on the trip, who is duly registered on the same trip and insured by the same policy, provided that the reason for cancellation is one of the causes previously listed.

In the event that the Insured changed the dates of his/her booking due to any of the reasons set out in this TRAVEL CANCELLATION EXPENSES section, the additional expenses that occur due to this change shall be covered **exclusively when this amount is not more than the penalty that would have been applied due to the cancellation of the booking.**

**In any case, it is an essential requirement that this guarantee be taken out and notified to ARAG, at the time of booking.**

#### **SPECIFIC EXCLUSIONS TO COVER FOR TRAVEL CANCELLATION EXPENSES:**

**In addition to the provisions of the "Exclusions" section of these General Insurance Terms and Conditions, cancellations of travel caused by the following reasons shall not be covered:**

- A) An aesthetic treatment or therapy, a contraindication to air travel, the lack or contraindication of vaccination, the impossibility of following the recommended preventive medical treatment in certain destinations, the voluntary interruption of pregnancies, alcoholism, the consumption of drugs and narcotics, unless these have been prescribed by a doctor and are consumed as indicated.**
- B) Psychological, mental or nervous illnesses and depression without hospitalisation, or that justifies hospitalisation for less 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 travel reservation date, as well as the date of taking out the insurance.**
- D) Participation in bets, contests, competitions, duels, crimes, fights, except in cases of legitimate defence.**



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**E) Epidemics, pandemics, both in the country of origin and the country of destination of travel, except in the case of SERIOUS ILLNESS, as covered by Cause 1 of Article 6.1, Travel Cancellation Expenses, of:**  
- The Insured  
- First-degree relatives who are on the same booking as the Insured.

**F) Medical quarantine, pollution and natural catastrophes, both in the country of origin and destination.**

**G) Declared or undeclared (civil or foreign) war, riots, popular movements, acts of terrorism, any effect of a source of radioactivity, as well as the conscious disregard of official prohibitions.**

**H) Failure to present, for any reason, the essential documents for any trip, such as a passport, visa, tickets, card or vaccination certificate.**

**I) Fraudulent acts, as well as intentionally caused self-harm, suicide or attempted suicide.**

#### **7. GENERAL EXCLUSIONS**

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.**

**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**



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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.**

### 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.**



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If this period elapses without the Policyholder making such a request, the provisions of the policy will be followed.

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Member of GEC