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SPECIFIC TERMS OF THE POLICY



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0. INFORMATION OF INTEREST

If you have any questions, please contact **ARAG** at any of these addresses:



Contact phone number

[+34 93 300 10 50](tel:+34933001050)
(extension 3)



Contact e-mail

atencioncliente@arag.es

dac@arag.es

For further contact information, please refer to the footer of this contract.

POLICY UPDATED AS OF 01/01/23



1. TRAVEL ASSISTANCE INSURANCE FOR INDIVIDUALS "CANCELLATION"

Maximum amount guaranteed by the GAV warranty: 10,000 euros

ALL ITEMS INCLUDED IN THE GENERAL TERMS OF THE POLICY ARE THE SUBJECT OF THIS INSURANCE, WITH THE STATED LIMITS.

- **INSURED:** Travelers who, with the Policyholder, book a trip, travel, or stay outside their usual residence, whose names, destinations, and trip duration are registered with ARAG prior to the start of the trip.
- **TERRITORIAL SCOPE:** The insurance is valid in Spain, or in Europe and Mediterranean coastal countries (including Syria and Jordan), or worldwide, depending on the destination of the trip, travel, or stay contracted with the Policyholder.

Countries in a state of war or siege, insurrection or armed conflict of any kind or nature, even if not officially declared, and those specifically listed in the receipt or the Specific Conditions, are excluded from the coverages of this policy.

It is expressly agreed that the Insured's obligations derived from the coverage of this Policy end at the moment when the trip subject to cancellation expense coverage begins.

- **PROVISION OF SERVICES:** The provision of services anticipated in this policy will be attended through the [ARAG S.E.](#) ORGANIZATION, BRANCH IN SPAIN.

For the purposes of urgent service provision, ARAG will provide the Insured with documentation accrediting their rights as a policyholder, as well as instructions and an emergency phone number.

ARAG's phone 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.

If possible in the country where the Insured is located to make collect calls, the Insurance Company will accept the call.



In any case, the Insured may request the Insurance Company to reimburse the cost of calls made to the Company, provided that it is properly documented and justified.

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



2. INFORMATION TO THE INSURED

The insurance policyholder, prior to the conclusion of this contract, has received the following information, in compliance with article 96 of Law 20/2015, of July 14, on the arrangement, supervision, and solvency of insurance and reinsurance entities, and articles 122-126 of its regulations.

- The insurer of the policy is ARAG S.E., a German entity with its registered office in Düsseldorf, ARAG Platz no.1, corresponding to the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) for the control and supervision of its activity. It is authorized to operate in Spain under the right of establishment through its branch ARAG S.E., Branch in Spain, with NIF W0049001A and address in Madrid, Núñez de Balboa Street, 120, registered in the Administrative Registry of the Directorate General of Insurance and Pension Funds with the key E-210.

It is informed that in the event of liquidation of the insurance entity, Spanish regulations on liquidation will not be applied.

- The legislation applicable to the insurance contract is Spanish, in particular, Law 50/1980 of October 8, on the insurance contract.
- The policyholder or the insured may, in the event of a dispute with the insurer, resort to arbitration and the ordinary Spanish courts.

It is informed that ARAG SE, Branch in Spain provides its insured with the following Customer Service contact numbers according to the procedures they wish to carry out:

- For modifications and/or inquiries about the contracted policy, they can call 93 485 89 07 - 91 566 16 01 or send an email to atencioncliente@arag.es.
- AARAG S.E., Branch in Spain has a Customer Service Department (c/ Roger de Flor, 16, 08018 Barcelona, e-mail: dac@arag.es, web: www.arag.es) to attend and resolve complaints and claims that its insured present, related to their legally recognized interests and rights, which will be attended to and resolved within a maximum period of one month from their presentation.
- In the event of disagreement with the resolution adopted by the Customer Service Department, or if a period of one month has elapsed without having received a response, the claimant may contact the Complaints Service of the Directorate General of Insurance and Pension Funds (Paseo de la Castellana, 44, 28046 - Madrid, or on the web: www.dgsfp.mineco.es).



- You can access the Insurer's Financial and Solvency Situation Report at <https://www.arag.com/company/financial-figures>.
- The Policyholder/Insured, by providing the bank details for the payment of the insurance premium, consents and authorizes that its amount be charged to the account provided and collected in this document or in any other that, during the life of the contract, is communicated to the Insurance Entity for this purpose.

EMITIDO EN MADRID, 14 de diciembre de 2022

*Por la Compañía
P.P.*

*CEO
Member of GEC*

EL TOMADOR



3. DATA PROTECTION INFORMATION

Data Controller	ARAG SE, Sucursal en España C/ Núñez de Balboa 120, 28006. MADRID NIF W00490001A atencioncliente@arag.es www.arag.es
Contact details of the Data Protection Officer	dpo@arag.es C/Roger de Flor 16 08018 Barcelona
Purpose of treatment	Subscription and execution of the insurance contract
Legitimation	Execution of the insurance contract
Recipients	Data will not be transferred to third parties, except with prior consent, obligation provided for in regulations, or legitimate interest.
Transferencias	They may be necessary, for certain international assistance services, for the execution of the contract.
Rights of individuals	You may access your data, rectify or delete it, oppose its processing, and request its limitation or portability by sending your request to the following email address: lopd@arag.es
Additional information	You can consult additional and detailed information on data protection on our website: http://www.arag.es .

3.1. Data Controller

The data controller of your information is ARAG SE, Spain Branch, Tax ID.W0049001A, located at C/ Núñez de Balboa nº120, 28006 Madrid. Email: atencioncliente@arag.es
Website: www.arag.es. You can contact the Data Protection Officer via the email address dpo@arag.es.

3.2. Purpose and recipients

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

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



We will not provide your personal data to third parties except in the following cases: an obligation set forth in the regulations applicable to us, legitimate interest, or prior consent of the data holder.

Your data will be accessible by third-party collaborators of ARAG SE, Spain Branch, involved in the management resulting from both the insurance contract and the effective provision of its guarantees.

If you require assistance and are outside the European Union, it may be necessary to transfer your personal data to third countries in order to effectively fulfill the guarantees of your insurance contract.

Your data will be kept for the duration of the insurance contract. After its termination, they will be kept blocked for the legally required periods to attend to possible liabilities arising from their processing. After the legal prescription periods have passed, the data will be deleted.

3.3. Legitimation

The legal basis for the processing of your personal data is the execution of the insurance contract you have entered into with this insurance entity. The provision of your data is essential for the formalization of this insurance contract, and it would not be possible without it.

The legal basis for processing for direct marketing and satisfaction survey purposes is the legitimate interest in being able to better meet your expectations as a customer and enhance the quality of the service received. You can object to this type of processing at any time in the manner described in the Rights section.

The legal basis for the transfer of data to third parties is constituted by provisions of the insurance regulations that either support the legitimate interest of the entity or impose specific obligations on it for the development of its activity, both in relation to the insurance contract (Law 50/1980 of Insurance Contract), and in the regulation of organization, supervision, and solvency (Law 20/2015 on the organization, supervision, and solvency of insurance and reinsurance entities) and other regulatory regulations of the 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.



3.4. Rights

You have the right to access your personal data subject to processing, as well as to request the rectification of inaccurate data or, where appropriate, request their deletion when the data are no longer necessary for the purposes for which they were collected. You can also exercise the rights of opposition, limitation of processing, and data portability.

You may exercise your rights by writing to the data controller, ARAG SE, Spain Branch, through the email address lopd@arag.es or, if you prefer, by postal letter addressed to C/ Roger de Flor, 16, 08018 Barcelona (it is advisable to state in the envelope the reference "Data Protection"). In all cases, it will be essential that you attach a copy of your ID or passport. In the event that you do not obtain satisfaction in the exercise of your rights, you may file a complaint with the Spanish Data Protection Agency (www.agpd.es).

3.5. Personal data of Third Parties

Regarding personal data referring to other individuals, which, due to this policy, need to be communicated to ARAG SE, Branch in Spain, you must, prior to their communication, inform them of the points contained in the previous paragraphs.



4. TRAVEL ASSISTANCE INSURANCE FOR INDIVIDUALS

"CANCELLATION"

4.0. Introduction

This insurance contract is governed by what is agreed in these General and Particular Conditions of the policy, in accordance with the provisions of Law 50/1980, of October 8, Contract of Insurance, and Law 20/2015, of July 14, ordering, supervision, and solvency of insurance and reinsurance entities.

Definitions

In this contract, it is understood by:

- **Insurer:** ARAG S.E., Branch in Spain, which assumes the risk defined in the policy.
- **Policyholder:** The natural or legal person who signs this contract with the Insurer, and to whom the obligations arising from it correspond, except those that by their nature must be fulfilled by the Insured.
- **Insured:** The natural person related in the Particular Conditions that, in the absence of the Policyholder, assumes the obligations derived from the contract.
- **Relatives:** The Insured's spouse or de facto partner, or a person who lives permanently with the Insured, and first or second degree relatives (parents, children, grandparents, grandchildren), siblings, in-laws, uncles, aunts, nephews, nieces, sons-in-law, daughters-in-law or parents-in-law will be considered relatives of the Insured.
- **Policy:** The contractual document that contains the Insurance Regulatory Conditions. The General Conditions, the Particular Conditions that individualize the risk, and the supplements or appendices that are issued to it to complete or modify it form an integral part of it.
- **Premium:** The price of the insurance. The receipt will also contain the surcharges and taxes of legal application.



4.1. General Terms and Conditions

1. Object of insurance

By this Travel Assistance insurance contract, the Insured who travels within the covered territorial scope will be entitled to the different assistance benefits that make up the traveler protection system.

2. Insured

The natural persons related in the Particular Conditions.

3. Temporal Validity

The cancellation expense coverage takes effect at the time of contracting the insurance certificate if this process coincides with the confirmation of the trip reservation, or 72 hours after contracting the insurance certificate if it takes place after the confirmation of the trip reservation. This coverage ends at the moment the insured trip begins and whose date is indicated on the insurance certificate issued by the travel agency.

4. Territorial Scope

The guarantees described in this Policy are valid for events that occur in Spain, or in Europe and Mediterranean border countries (including Syria and Jordan), or worldwide, according to what is specified in the Particular Conditions.

The benefits covered by this Policy will take place when the Insured is more than 20 km from his usual residence.

5. Payment of Premiums

The Policyholder is obliged to pay the premium at the time of formalization of the contract. The successive premiums must be made effective on the corresponding due dates.

If the Particular Conditions do not determine another place for the payment of the premium, it must be paid at the Policyholder's domicile.

In case of non-payment of the premium, if it is the first annuity, the effects of the coverage will not begin, and the Insurer may resolve or demand the payment of the agreed premium.



Non-payment of successive annuities will produce, once a month has elapsed from their due date, the suspension of the policy's guarantees. In any case, coverage will take effect 24 hours from the day the Insured pays the premium.

6. Information about the risk

The Policyholder has the duty to declare to ARAG, before the formalization of the contract, all the circumstances known to him that may influence the risk assessment, according to the questionnaire submitted to him. He will be exempt from such duty if ARAG does not submit a questionnaire to him or when, even if submitted, there are circumstances that can influence the risk assessment and are not included in it.

The Insurer may rescind the contract within one month, from the moment the Policyholder's reservation or inaccuracy comes to its knowledge.

During the term of the contract, the Insured must communicate to the Insurer, as soon as possible, the alteration of the factors and circumstances declared in the questionnaire referred to in this article that aggravate the risk and are of such a nature that if they had been known to the Insurer at the time of completion of the contract, it would not have concluded it or would have done so under more burdensome conditions.

Once a risk aggravation is known, ARAG may, within one month, propose a modification of the contract or proceed to its termination.

If there is a decrease in risk, the Insured has the right, from the next annuity, to a reduction in the amount of the premium in the corresponding proportion.

7. Covered Guarantees

In the event of an occurrence of a claim covered by this policy, ARAG, as soon as it is notified according to the procedure indicated in Article 10, guarantees the provision of the following services:

7.1. Trip Cancellation Expenses

ARAG guarantees up to the limit indicated in the Particular Conditions of this policy, and subject to the specific cancellation exclusions mentioned in this policy, the reimbursement of trip cancellation expenses incurred by the Insured and billed to him/her due to the general sales conditions of the Agency, or any of the travel providers, including management fees,



provided that he/she cancels it before it begins and for one of the following causes that arise after contracting the insurance and prevent him/her from traveling on the contracted dates:

1. Due to the death, hospitalization of at least one night, serious illness, or serious bodily accident of:
 - a) The Insured, spouse or domestic partner, or person who as such lives permanently with the insured and the ascendants or descendants of the first or second degree of consanguinity (parents, children, grandparents, grandchildren), brothers or sisters, uncle or aunt, nephew or niece, brothers-in-law or sisters-in-law, sons-in-law, daughters-in-law, or parents-in-law of both.
 - b) The person in charge during the Insured's trip, of the custody, at the usual residence, of minor children or disabled people.
 - c) The direct substitute of the Insured, in his/her position, provided that this circumstance prevents him/her from making the trip due to the requirements of the Company of which he/she is an employee.

For the purposes of insurance coverage, it is understood by:

- Serious illness, the health alteration, confirmed by a medical professional, that forces the patient to stay in bed or that implies the cessation of any activity, professional or private within thirty days prior to the planned trip.
- Serious accident, any bodily injury that derives from a violent, sudden, external cause and alien to the intentionality of the accident victim, whose consequences prevent the normal displacement from his usual residence.

When the illness or accident affects any of the aforementioned persons, other than those insured by this policy, it will be considered serious when it implies, after the insurance contract, hospitalization or the need to stay in bed and requires, in the opinion of a medical professional, the attention and continuous care of health personnel or persons designated for this purpose, with prior medical prescription within 12 days before the start of the trip.

The Insured must immediately report the claim on the date it occurs, reserving the Insurer the right to make a medical visit to the Insured to assess the coverage of the case and determine if the cause really prevents the start of the trip. However, if the



illness does not require hospitalization, the Insured must report the claim within 72 hours following the event that caused the cancellation of the trip.

2. The summons of the Insured as a party, witness, or jury in a Civil, Criminal, or Labor Court. Excluded are those cases in which the insured is cited as a defendant for processes initiated before the contracting of the trip and the insurance. For the rest of the appearances, the summons must be subsequent to the contracting of the trip and the insurance.
3. The summons as a member of an electoral board for state, autonomous, or municipal elections.
4. The Presentation to official opposition examinations convened through a public body after the subscription of the insurance. This presentation can be as a candidate or as a member of the board.
5. The serious damage caused by fire, explosion, theft, or force of nature, in your main or secondary residence, or in your professional premises if the insured exercises a liberal profession or runs a company and his/her presence is imperatively necessary.
6. Due to the labor dismissal of the Insured. Under no circumstances will this guarantee come into effect for termination of the employment contract, voluntary resignation, or failure to pass the probationary period. In any case, the insurance must have been taken out before the written communication from the Company to the worker.
7. When the Insured is unemployed and joins a new job with a contract for more than a year, provided that it occurs after the registration of the trip and therefore the subscription of the insurance.

This cause will also apply, and under the same circumstances, when the Insured joins a new job in a company different from the one he/she was working in.

In both cases, it will be an essential requirement that the Insured provides the Insurer with the Social Security registration that proves the contractual relationship mentioned above.

8. Income tax return made in parallel, carried out by the Ministry of Economy and Finance, resulting in an amount to be paid by the insured of more than €600.
9. Act of air, land, or naval piracy that prevents the insured from starting his/her trip on the scheduled dates.
10. Call for surgical intervention of the insured, as well as for medical tests prior to such intervention. (Includes organ transplant as a recipient or donor).



11. Call for medical tests of the insured or first or second-degree relatives, performed by the Public Health Service as an emergency, always justified by the seriousness of the case.
12. Serious complications in the state of pregnancy that, by medical prescription, require rest or require the hospitalization of the insured, his/her spouse, or de facto partner or person who lives permanently with the insured, provided that these complications have occurred after the contracting of the policy and pose a serious risk to the continuity or necessary development of said pregnancy.
13. Premature childbirth of the insured.
14. Police detention of the insured, occurred after the subscription of the insurance, that coincides with the dates of the trip.
15. Judicial summons for the divorce procedure that occurs after the subscription of the trip and coincides with the date of the same.
16. Urgent requirement to join the armed forces, the police, or the fire service, provided that the incorporation is notified after the subscription of the insurance.
17. Delivery of a child for adoption.
18. The unjustified non-granting of visas.
19. Theft of documentation or luggage that prevents the Insured from starting the trip.
20. The forced relocation of work for a period exceeding 3 months.
21. The official declaration of a catastrophe area at the Insured's place of residence or at the trip destination. This guarantee also covers the official declaration of a catastrophe area at the transit place to the destination, provided that it is the only way to access it.
22. Cancellation of the person who is to accompany the INSURED on the trip, registered at the same time as the INSURED and insured by this same contract, provided that the cancellation originates from one of the causes listed above and, due to this, the INSURED has to travel alone.

In the event that for any of the reasons provided in this section of TRAVEL CANCELLATION EXPENSES, the Insured makes a transfer of it in favor of another person, the additional expenses that occur due to the change of reservation holder will be guaranteed.

In any case, it is an essential requirement that this guarantee is contracted at the same time as the contracting of the trip subject to this insurance, or at most within the following 7 days.



SPECIFIC EXCLUSIONS OF THE TRAVEL CANCELLATION EXPENSES GUARANTEE:

Cancellations of trips that originate from the following are not guaranteed:

- a) The facts voluntarily caused by the Insured or those in which there is fraud or gross negligence on his/her part.
- b) Chronic, pre-existing or congenital diseases of all travelers who have suffered decompensations or exacerbations within the 30 days prior to the contracting of the policy, regardless of their age.
- c) Chronic, pre-existing, congenital or degenerative diseases of the Family members described in the General Conditions, not insured, who suffer alterations in their state that do not require outpatient care in hospital emergency services or hospital admission, after the contracting of the insurance.
- d) Death by suicide or injuries or illnesses resulting from an attempt or intentionally caused by the Insured himself/herself, and those resulting from the Insured's criminal enterprise.
- e) Diseases or pathological states produced by the ingestion of alcohol, psychotropic drugs, hallucinogens, or any drug or substance of similar characteristics.
- f) Aesthetic treatments and the supply or replacement of hearing aids, contact lenses, glasses, orthoses and prostheses in general, and any type of mental illness.
- g) Quedan excluidas las reclamaciones derivadas directa o indirectamente de las complicaciones ocurridas a partir del séptimo mes de embarazo.
- h) Claims arising directly or indirectly from complications occurring from the seventh month of pregnancy are excluded.
- i) Epidemics, pandemics, medical quarantine, and pollution, both in the country of origin and the destination of the trip.



8. Exclusions

The agreed guarantees do not cover:

- a) Incidents intentionally caused by the policyholder or those in which the policyholder's gross negligence or fraudulent intent is involved.
- b) Pre-existing chronic diseases or ailments, as well as their consequences, suffered by the policyholder prior to the start of the trip.
- c) Death by suicide or injuries or illnesses resulting from an attempt or intentionally caused by the policyholder, and those derived from the policyholder's criminal intent.
- d) Diseases or pathological states produced by the ingestion of alcohol, psychotropic drugs, hallucinogens, or any drug or substance of similar characteristics.
- e) Aesthetic treatments and the supply or replacement of hearing aids, contact lenses, glasses, orthoses, and prostheses in general, as well as expenses incurred due to childbirth or pregnancy and any type of mental illness.
- f) Injuries or diseases resulting from the policyholder's participation in betting, sports competitions or tests, the practice of skiing and any other type of winter sports or so-called adventure sports (including hiking, trekking, and similar activities), and the rescue of people at sea, in the mountains or desert areas.
- g) Situations arising directly or indirectly from events caused by nuclear energy, radioactive radiation, natural disasters, war actions, riots, or terrorist acts.
- h) Any type of medical or pharmaceutical expense less than 9 euros.



9. Limits

ARAG will assume the aforementioned costs, within the established limits and up to the maximum amount contracted for each case. In the case of incidents that have the same cause and have occurred at the same time, they will be considered as a single claim.

ARAG will be obligated to make the payment, except in the case that the claim was caused by the policyholder's bad faith.

For coverage that involves the payment of a liquid amount in money, ARAG is obligated to satisfy the compensation at the end of the investigations and appraisals necessary to establish the existence of the claim. In any case, ARAG will pay, within 40 days from the receipt of the claim declaration, the minimum amount of what it might owe, according to the circumstances known to it. If within three months from the occurrence of the claim, ARAG has not made such compensation for an unjustified cause or one that can be attributed to it, the compensation will be increased by a percentage equivalent to the legal interest rate of money in force at that time, further increased by 50%.

10. Claim Reporting

In the event of a claim that may result in covered benefits, the Insured must, indispensably, communicate with the emergency telephone service established by ARAG, indicating the name of the Insured, policy number, location and phone number where they are, and the type of assistance they require. This communication can be made collect.

11. Additional Provisions

The Insurer will assume no obligation in connection with benefits not requested from them or that have not been made with their prior agreement, except in duly justified cases of force majeure.

When the provision of services does not allow for ARAG's direct intervention, it is obliged to reimburse the Insured for properly substantiated expenses arising from such services, within a maximum period of 40 days from their submission.

In any case, the Insurer reserves the right to request from the Insured the presentation of reasonable documents or proofs for the purpose of effecting the payment of the requested benefit.



12. Subrogation

Up to the amount of the sums disbursed in fulfillment of the obligations arising from this policy, ARAG will automatically be subrogated in the rights and actions that may correspond to the Insured or their heirs, as well as to other beneficiaries, against third parties, natural or legal, as a result of the incident causing the assistance provided.

This right can be exercised by ARAG especially against land, river, sea or air transportation companies, in terms of the restitution, total or partial, of the cost of tickets not used by the Insured.

13. Limitation of actions

The actions derived from the insurance contract will expire after a term of two years in the case of damage insurance, and five years if the insurance is for persons.

14. Notice

If the content of this policy differs from the insurance proposal or the agreed clauses, the Policyholder may claim to the Company within one month, from the delivery of the policy, to rectify the existing discrepancy. After this period without making a claim, the terms stated in the policy will prevail.

*Por la Compañía
P.P.*

*CEO
Member of GEC*

EL TOMADOR