

## **INFORMATION NOTE PRIOR TO PURCHASE OF MOTORCYCLE INSURANCE**

We have provided you with an information note below prior to purchasing car and motorcycle insurance. The information it contains may be specified further and extended in the General Conditions of the policies at the following address [www.lineadirecta.com/condiciones-generales.html](http://www.lineadirecta.com/condiciones-generales.html)

### **1. Insurance Company Details**

Company name:  
LINEA DIRECTA ASEGURADORA, S.A.  
Registered office at C/ Isaac Newton nº 7  
28760 Tres Cantos (Madrid, Spain)  
DGSFP key: C0720

### **2. Name of product**

- Motorcycle insurance.

### **3. Basic information prior to purchasing the insurance**

Basic information prior to purchasing the insurance is as follows.

#### **3.1. Details of the policy holder, the usual driver and/or occasional drivers and the owner of the vehicle to be insured**

- Identification document.
- Age and sex.
- Number of license years.
- Address.
- Marital status and profession.

#### **3.2. Vehicle Data**

- Vehicle make, model and version.
- Registration number.
- Vehicle accessories.
- Intended use.

It is understood that the vehicle is driven only by the policyholder or the person designated in the Special Conditions, the premium being calculated on the basis of their characteristics.

#### **3.3. Claims history of the usual driver**

If your previous insurer was included in the SINCO file, the last 5 digits of the policy is sufficient, if it

is not a SINCO insurer, a claims history document issued by them is required.

#### **3.4. Accuracy of information**

You must provide us with clear and accurate information. This will enable us to offer you the most suitable conditions and the lowest-priced premium. Otherwise, your vehicle will not be properly insured and payments may be reduced proportionately.

#### **3.5. Premium**

Amount that the insured pays to the insurer, subject to the information provided by the customer:

### **4. Keeping up-to-date**

During the term of the contract, the policy holder or the insured must inform the insurer as soon as possible of any change in the factors and circumstances declared in the questionnaire submitted to the insurer that may aggravate risk, and are of such a nature that the insurer would not have entered into the contract if they had known about them or would have applied more stringent conditions to the contract, as established in the Insurance Contract Law 50/1980 of 8 October:

These include the following:

- Change or transfer of the insured vehicle.
- Any modification of the features and use of the insured vehicle.
- Change, inclusion or exclusion of driver .
- Change in the usual address, form or frequency of premium payments.

### **5. Description of fixed and optional coverages**

#### **5.1. Form of Insurance**

- Comprehensive insurance with excess.
- Third party fire and theft insurance.
- Third-party insurance.



Compulsory coverage.

- Compulsory Civil Liability.
- Voluntary Civil Liability.
- Legal Defence.

Voluntary coverage.

- Theft.
- Fire.
- Damage to own vehicle.
- Animal damage.
- Roadside Assistance.
- Fine Management.
- Replacement Vehicle.
- Driver's license recovery course.
- Legal Assistance.
- Worldwide Accident Protection Plan.
- Technical Equipment.

## 5.2. Excess

Fixed amount for each claim, and as agreed in the Policy for each of the voluntary types procured, that the insured must pay.

Coverage for damage to own property, fire and theft will always have a fixed percentage Excess and with a minimum amount of the value of the loss. This percentage and, if applicable, the minimum amount indicated, will be reflected in the Special Conditions.

The Excess will apply to all parts.

The Excess does not apply in ensuring Damage to Own Property caused by animals.

## 5.3. Legal Defence

- What does it cover?

The criminal defence of the insured driver by Lawyers and Solicitors appointed by **Linea Directa** in criminal proceedings against the above in the event of a traffic accident with the insured vehicle.

Extra-legal and Legal Damage Claims: **Linea Directa** will take responsibility for the legal and extra-legal claim against third parties liable for damage caused to the insured vehicle and suffered by the insured, in both cases as a result of a traffic incident covered by this Policy.

Notwithstanding the foregoing, the INSURED may choose to appoint lawyers and solicitors to represent them in proceedings, in cases in which their participation is necessary for the correct defence of their interests, with the coverage limit established in the Special Conditions.

The INSURED shall communicate the discretionary appointment of Lawyers and Solicitors in writing to **Linea Directa**.

## 5.4. Risks covered by the pool

The Insurance Compensation Consortium ([www.conorseguros.es](http://www.conorseguros.es)) is responsible for paying policyholders compensation arising from extraordinary claims, as set out in Royal Legislative Decree 7/2004 of 29 October, approving the revised text of the Legal Statute of the Insurance Compensation Consortium (article 8).

The Consortium assumes the damage caused to people and property when any of the coverages for damages, liability, fire, theft, glass breakage or accidents are insured in the policy. Civil liability cover for car insurance establishes the possibility of charging the insured an excess.

## 5.5. Territorial Scope

The territorial scope of each of the rules set out in the Policy is as follows:

- Types of Civil Liability for the vehicle and its Occupants: countries covered by the Green Card.
- Legal Defence and Damage Claim: Spain and claims occurring in Spain and Green Card member countries, provided that those involved are normally based in the European Economic Area countries.

## 5.6. Quantitative Limits

The amounts of compulsory insurance coverage, as set out in Royal Legislative Decree 8/2004, of 29 October, approving the revised text of the Law on civil liability and insurance in respect of the use of motor vehicles (Article 4), are as follows:

- Damage to people: 70 million euros per claim, regardless of the number of victims.
- Damage to property: 15 million euros per claim.



### **5.7. Unenforceability by the insurer**

The insurer may not use contractual clauses which exclude the occupant from the insurance coverage on the grounds that the occupant knew or should have known that the driver of the vehicle was under the influence of alcohol or another toxic substance at the time of the accident. Neither may they use the existence of excess charges, either in the case of the policyholder, driver or injured party, or the non-use of the amicable accident statement, against the injured party, as set out in Royal Legislative Decree 8/2004, of 29 October, approving the revised text of the Law on civil liability and insurance in motor vehicle traffic (Article 6).

## **6. Exclusions of coverage**

### **6.1. Exclusions of compulsory insurance**

As stated in Royal Legislative Decree 8/2004, of 29 October, which approves the revised text of the Law on civil liability and insurance in respect of the use of motor vehicles (article 5), the following are excluded:

- Any damages caused by injury or death of the driver of the vehicle causing the accident.
- Damage to the insured vehicle, for the things carried in it and property owned by the policyholder, insured, owner, driver; and that of the spouse or relatives within the third degree of consanguinity or affinity of the above.
- Damage to people and property caused by a stolen vehicle, solely taken to be the conduct defined as theft and taking without the owner's consent in Articles 237 and 244 of the Penal Code, respectively.
- Damage not caused by traffic incidents.

All this without prejudice to compensation payable by the Insurance Compensation Consortium.

The causes of exclusion contained in this section will in no event be enforceable against the injured party, without prejudice to the right of recourse of **Linea Directa** with those concerned in accordance with the law and the Contract.

### **6.2. Voluntary Liability**

This type carries the following exclusions:

- Contractual liability.
- The payment of fines or penalties and the consequences of non-payment.
- Personal and material damage caused to the insured, policyholder, driver and vehicle owner:
- Personal and material damage caused to the employees of the people whose liability is covered by this Policy in those accidents that are recognized as occupational accidents.

### **6.3. Common exclusions**

In addition to these exclusions and those laid down in the General Conditions for each of the voluntary coverages, the financial consequences of the following events are excluded:

- Those not explicitly stated as covered in the Policy.
- Those caused by bad faith of the insured.
- Those caused intentionally by the driver, insured, policyholder or owner of the vehicle.
- Those classified as extraordinary, both those covered and those expressly excluded by the Insurance Compensation Consortium, as well as the Excess applied by the above.
- Those caused by a modification of the atomic structure of matter and its effects.
- Those produced during the vehicle's participation in gambling or challenges, races, competitions or in preparatory events of the latter.
- Those produced in service areas within ports, airports and areas of take off or landing of any aircraft.
- Those produced as a result of driving the vehicle on unsuitable roads.
- Suicide or injury and illness resulting from attempting the latter.
- Those resulting from breakdowns or lack of vehicle maintenance.
- Those resulting from failure in duty to assist.
- Those not explicitly stated as covered in this Policy.
- Those caused by a driver not declared in the Special Conditions of the Policy. Coverage in this Policy is also excluded if the driver stated therein does not meet the following conditions:
  - Spouse of the policyholder;



- Over 20 years old;
- Have had a valid driving license for the insured motorbike for at least 2 years.
- Those caused by the vehicle in the performance of industrial work, or the transport of people or things on a commercial basis.
- Those which occur when violating the regulations regarding requirements and the number of people carried, weight or the measurement of items transported or the form of preparing them.

#### **6.4. Theft**

- Acts of vandalism.
- The effects of the accident when there has been gross negligence by the insured, the policyholder or dependants or people who live with them.
- The theft of any part of the motorbike regardless of the value or number involved.
- The effects of the accident if the keys or any other device that serves to open or operate the vehicle have not been withdrawn from it.

#### **6.5. Fire**

- Acts of vandalism.
- Partial motorbike fire, regardless of the value and number of the parts concerned, unless the amount of torched parts exceeds the market value of the motorbike.

#### **6.6. Own damage**

- Damage affecting non-standard equipment, according to its definition contained in these General Conditions.
- Any depreciation that the vehicle may suffer as a result of repair after an accident.
- Damage caused by objects carried and any that occurs in their loading and unloading.
- Subsistence expenses incurred through any delay attributable to the insured in the removal of the insured vehicle from the garage where it is located for repair; or from the pound it has been sent to by the competent authority.

- The repair or replacement of tyres due to punctures, blowouts or natural wear and those claims for which the only thing affected are the tyres.

#### **6.7. Legal Defence**

- Compensation, fines or penalties imposed upon the insured.
- Taxes and other fiscal payments resulting from the submission of public and private documents to Official Bodies.
- Costs arising from legal accumulation or counterclaims when referring to matters not covered by the guaranteed coverage.
- The cost of membership or authorization of the lawyer when they do not belong to the Professional Association in the place of professional activity or the costs of travel, accommodation and subsistence.

#### **6.8. Travel assistance**

- In addition to the general exclusions for voluntary purchase set forth in article 47 of the General Conditions of the Policy, and with the exception of those concerning breakdowns or lack of maintenance, the following events are excluded from coverage under the Urban Travel Assistance and Total Travel Assistance policies:
- Assistance to a vehicle which is on roads which are impassable or to which access is unauthorized or forbidden.
- Travel or accommodation costs not expressly specified herein.
- Mountain, sea or desert rescue.
- Expenses incurred in relation to any kind of prosthesis, or the supply or replacement of spectacles or contact lenses.
- Births and pregnancies from the sixth month onwards.
- Medical or pharmaceutical fees of any kind costing less than €20.
- Losses resulting from negligence or bad faith on the part of the insured, their successors or the people travelling with them.

#### **6.9. Fines Service**

- Cases relating to transport or the environment.



- Errors, delays, illegibility or insufficient identification details, in addition to Internet failures of official bodies, all of which are beyond the control of the Insurer.

## 6.10. Global Plan

The following cases are excluded from this cover:

- Those not explicitly stated as covered in the Policy.
- Those caused by bad faith of the insured.
- Accidents prior to the effective date of the Policy.
- Illness.
- Any accident intentionally caused by the insured or any self-inflicted injury.
- Myocardial infarction.
- Accidents caused by treatments or medicines not prescribed by a doctor.
- Accidents caused by the ingestion and/or handling of substances that are noxious, dangerous or unsuitable for human consumption.
- The active participation of the insured in crimes or the resistance of the insured to being arrested.
- Any gross negligence or recklessness of the insured that is clearly dangerous.
- Those suffered by the insured as a professional in any sport, and unless expressly agreed, as an enthusiast in the case of mountain and/or water skiing, climbing, boxing, scuba diving, polo, equestrian competitions, big game hunting and any sport involving aerial risk.
- War, declared or otherwise, civil commotion, rebellion, kidnapping, martial law or quarantine and their proclamation.
- Earthquakes, floods, volcanic eruptions or hurricanes.
- Radiation or the effects of nuclear energy.
- Any accident occurring while the insured person is under the influence of alcoholic beverages, drugs, narcotics, psychotropic substances, stimulants and other similar substances. To determine this influence, regardless of the type of accident in question, the limits set by the applicable legislation on motor vehi-

cles and road safety at the time of its occurrence shall apply.

- Those occurring during the insured's participation, under any circumstances, in bets, challenges, races or competitions, or in preparatory events for these.
- Those resulting from breakdowns or lack of maintenance of the vehicle in the event of traffic accidents.
- Those resulting from failure in duty to assist.
- Suicide or injury and illness resulting from attempting the latter.
- Damage caused to the vehicle itself in which the traffic accident occurred, as well as damage caused to injured third parties, which must be covered by the corresponding Policy insuring the risk derived from the use and movement of motor vehicles.
- The exclusions in sections 11 and 12 are without prejudice to the cover granted by the Insurance Compensation Consortium, referred to in the corresponding Article of the General Conditions of the Policy.

## 6.11. Legal assistance

All enquiries relating to aspects of any **Linea Directa** insurance policy or products and services by Bankinter Group companies, as well as any action taken against **Linea Directa** or Bankinter Group companies are expressly excluded due to a conflict of interest.

The payment of compensation, fines or penalties, taxes or any other expenses of a fiscal nature is expressly excluded.

## 6.12. Technical Equipment

- Cosmetic damage.
- Wear from the normal use of Technical Equipment.
- Theft.
- Acts of vandalism.
- Robbery.
- Misappropriation.
- Events caused by fraud or bad faith of the insured.
- Material damage caused to the insured motor-bike and/or its accessories.



## **7. The claim**

### **7.1. Claims reporting procedure**

The policyholder must notify **Linea Directa** about the accident and all information relating thereto in the shortest time possible and in any event within 7 days of having known about it. In case of failure to do so, **Linea Directa** may claim damages for breach of this obligation, unless it is proved that they had knowledge of the accident by other means.

They may be communicated in the following ways:

- On the website via "Access to the customer area".
- By calling 919 180 003.
- By telephoning 919 181 181 to request the services provided through the travel assistance coverage.
- Through the APP.

### **7.2. Total write-off**

In the event of a Total Loss of the insured vehicle, **Linea Directa** will pay the owner of the insured vehicle compensation based on the time that has elapsed following the date of its first registration, less the salvage value of the wreckage in the possession of the insured, in accordance with the General Conditions of the policy.

### **7.3. Right of Recovery**

1. Once payment of compensation has been made, **Linea Directa** may appeal in accordance with the Law on Civil Liability and motor vehicle traffic insurance in the following cases:

- a. Against the driver; the vehicle owner responsible and the insured, if the material damage and personal injury caused was due to driving under the influence of alcohol or toxic drugs, narcotics or psychotropic substances.
- b. Against the driver; the vehicle owner responsible and the insured, if the material damage and personal injury caused was due to the wilful misconduct of any of them.
- c. Against the third party responsible for the damage.

- d. Against the policyholder or insured for causes under the Insurance Contract Law and as provided in the contract, in the event of driving the vehicle without a driver's license or when this is not valid under Spanish law or has violated a sentence of cancellation or withdrawal of the latter and when statutory technical requirements concerning the state of vehicle safety are not fulfilled.
- e. In any other case where such recourse could also apply pursuant to the law.

2. Once the compensation has been paid, and according to the Insurance Contract Law, **Linea Directa** may exercise the rights and actions that correspond to the insured person against the persons responsible for the claim, up to the limit of the compensation.

### **7.4. European Accident Report**

"Amicable accident statement", which does not imply recognition of liability. The correct entry of all the data of the accident speeds up the procedures and it is possible to compensate the injured party for the material damage of their vehicle more quickly.

## **8. Conditions, terms and expiry dates of the policies**

### **8.1. Period of validity of the insurance and the premium**

The agreement is annual and will be automatically extended each year; unless either party notifies the other in writing of its wish not to renew it. This notification must be made at least 2 months before the date of expiry of the agreement in the case of the insurer and 1 month before the date of expiry in the case of the insured.

### **8.2. Splitting of the premium**

In this case, the insurer will provide information about the premium corresponding to each of the annual payment installations.

### **8.3. Taxes**

The insurance premium includes the Insurance Premium Tax (IPS) and the surcharges paid to the Insurance Compensation Consortium.



**8.4. The most frequent causes for determining the premium in subsequent years are:**

- Claims history.
- Updating of prices, as set out in Law 20/2015, of 14 July, on the organisation, supervision and solvency of insurance and reinsurance companies.
- Modifications of coverages or causes of aggravation or reduction of risk.

**9. Claims history information for cross-border use**

In the event that the policyholder of the insured vehicle needs to take out liability insurance in another Member State, the Insurance Company shall issue the Owner of the vehicle and the Policyholder of the insurance in the event that they are not the same person, upon request by either of them, with a certificate showing claims giving rise to third party liability, and corresponding to the last 5 years of insurance, if any, or, where applicable, a certificate showing the absence of claims, and indicating the following details:

- the name of the insurance company issuing the statement.
- date of issue of the statement.
- identification of the policyholder.
- the policyholder's address.
- date of birth of the policyholder.
- the effective date and the expiry date of the coverage (insurance period).
- number of liability claims reported during the last 5 years of coverage (or at least the insurance period) and the dates of the accidents.

This information will be translated into English free of charge if the policyholder so requests.

**10. Claims**

**10.1. Procedure for making complaints or objections**

- The insured has access to Customer Service by calling telephone number 919 171 178 for any queries, complaints or claims related to this Policy or the handling of a claim.

- Additionally, and if you do not agree with the answer given by the Customer Service, there is the Customer Ombudsman, who you can contact by calling 919 171 179 and fax 902 123 236. The claim, which will be free for the insured, must be caused by any circumstance arising from the Insurance Contract.

Both Customer Services and the Customer Ombudsman will acknowledge receipt of complaints, which will be resolved in accordance with the Law and within one month from receipt of the claim, without the statutory period being exceeded at any time, as determined under the Regulations for the Customer's defence that is available to the insured at the offices of the company and at its website.

- **Linea Directa** will be bound by the resolutions of the Ombudsman, in accordance with those specified in the above Regulation.
- If the insured is not satisfied with the solution given to their claim, they can contact the Claims Service of the Insurance and Pension Funds Division, Miguel Ángel Street, nº21, 28010 Madrid (Provisional location) or through their website [www.dgsfp.meh.es/reclamaciones/index.asp](http://www.dgsfp.meh.es/reclamaciones/index.asp).

**10.2. Applicable jurisdiction**

The insurance agreement is subject to Spanish jurisdiction and, as part of this, the competent court to hear actions derived from the above shall be the one corresponding to the insured person's place of residence, for which purpose they shall designate one in Spain if domiciled abroad.

**11. Applicable legislation and Directorate General for Insurance and Pension Funds**

**11.1. Governing legislation**

- Law 50/1980 of 8 October, on Insurance Contracts.
- Law 20/2015, of 14 July, on the management, supervision and solvency of insurance and reinsurance companies,
- Royal Decree 1060/2015, of 20 November, on the management, supervision and solvency of reinsurance companies.
- Royal Decree 1060/2015, of 20 November, on the management, supervision and solvency of reinsurance companies.



- Royal Legislative Decree 8/2004, of 29 October; approving the revised text of the Law on civil liability and insurance in motor vehicle traffic.
- Regulation 1507/2008 of 12 September 2008 on compulsory liability insurance in respect of the use of motor vehicles.
- Law 35/2015, of 22 September; on the reform of the system for the assessment of damages caused to persons in road accidents.
- Royal Legislative Decree 7/2004, of 29 October; approving the revised text of the Legal Statute of the Insurance Compensation Consortium.
- Law 22/2007 of 11 July on distance marketing of financial services for consumers.

### **11.2. The Directorate General for Insurance and Pension Funds**

The Directorate General for Insurance and Pension Funds is an administrative body that reports to the State Secretariat for the Economy and Business Support, attached to the Ministry of Economy and Competitiveness of the Government of Spain, and is responsible for controlling and supervising Spanish insurance companies.