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and safety.

General Conditions - Comprehensive Pet Insurance



linea directa

Comprehensive Pet Insurance



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I. Introduction to the policy

I.1 Legal framework

1 GOVERNING LEGISLATION

This Policy is governed by Insurance Contract Law 50/1980 of 8 October, by Law 20/2015 of 14 July on the management, supervision and solvency of insurance and reinsurance companies and its Implementing Regulations (Royal Decree 1060/2015 of 20 November on the management, supervision and solvency of insurance and reinsurance companies), by Law 22/2007 of 11 July on distance marketing of financial services to consumers, Royal Decree - Law 3/2020 of 4 February on urgent measures incorporating various directives into Spanish Law from the European Union in the field of public procurement in certain sectors; private insurance; pension plans and funds; taxation and tax litigation, Law 7/2023 of 28 March on the protection of the rights and welfare of animals and its Regulation, as well as the legislation that replaces and complements it; Law 50/1999 of 23 December and Royal Decree 287/2002 in the in the case of animals classified as potentially dangerous, and by the provisions of these General Conditions, the Special Conditions and any future standards that may replace or amend the ones listed here, or which may be applicable.

Control of **Línea Directa Aseguradora**'s activity in Spain corresponds to the Ministry of Economy through the Directorate General of Insurance and Pension Funds.

2 JURISDICTION AND ARBITRATION

The Policy is subject to Spanish jurisdiction and the competent court shall correspond to the address of the Insured, for which purpose the latter shall designate one in Spain if they are resident abroad. With the express agreement of the parties, disputes arising from this Policy may be submitted to the judgement of arbitrators, in accordance with current legislation.

I.2 Insurance terms

POLICYHOLDER

Natural or legal person who takes out insurance with **Línea Directa** and who is covered by the obligations under the Contract.

THE INSURED

Natural person, holder of the item covered by insurance who, in the absence of the Policyholder, assumes the obligations of the Policy.

The Policyholder will, in any case, always be considered as Insured except when the Policyholder is a legal entity.

The person responsible for the animal shall also be considered as the Insured Party provided that there is no contractual relationship or consideration between the Insured Party and the Policyholder.

CONSANGUINITY OR AFFINITY DEGREE

- **Consanguinity degrees:** These are the degrees of kinship that correspond to one's own family with a common ancestor.

- **Affinity degrees:** These are the degrees of kinship corresponding to the spouse's family or partner.

INSURANCE COMPANY

A company that assumes the coverage specified in the Special Conditions, in this case, **Línea Directa Aseguradora, S.A., Insurance and Reinsurance Company.**

THIRD PARTY

Any natural or legal person, other than the following:

- The Policyholder and the Insured Party.
- The spouses, parents and children of the Policyholder and the Insured Party.
- The family members of the Policyholder and the Insured Party who live with them or are dependent on them.
- Partners, managers, employees and persons who, de facto or de jure, are dependent on the Policyholder or Insured Party, while they act within the scope of said dependence.

INSURED RISK

The pet, understood as the dog or cat owned by the Insured Party that lives with him/her, is up to date with its vaccination schedule, has the corresponding identification chip and is identified in the Special Conditions of the Policy.

Dogs and cats under 3 months of age and over 9 full years of age are not eligible for coverage under the Comprehensive Pet Insurance.

POLICY

This is the document that contains the regulatory conditions of this insurance. The following

form an integral part of the Policy: the **General Conditions**; the **Special Conditions**, which individualize the risk; the **Extra Conditions**, if applicable; and any **Supplements** or **Appendices** issued to complement or modify the Policy.

PREMIUM

This is the price of the insurance you have procured and that you must pay the insurance company to assume the risk which is the object of the insurance coverage. **Its amount is calculated and updated annually** based on factors that define the risk borne by **Línea Directa**, given the history of accidents recorded in the preceding periods of insurance; changes occurring in individual risk factors defined in the institution's technical conditions, including data provided to us in the insurance contract questionnaire, combinations of these being based on statistical models, **as well as changes in the consumer price index.**

INSURED AMOUNT

The sum established for each of the items covered by the policy, and which represents the maximum limit of compensation to be paid by the insurer in each loss or per insured amount.

LOSS

Sudden, unforeseen event beyond the control of the Insured Party for which he/she may be civilly liable and whose harmful economic consequences are covered by the Policy. These harmful economic consequences must be a direct result of the loss.

All the damage caused by the same event and occurring at the same time constitutes a single loss.

- **PERSONAL INJURY:** The bodily injury or

death, caused to a natural person.

- MATERIAL DAMAGE: The damage, deterioration or destruction of a thing, as well as damage caused to animals.
- DAMAGES: The economic loss resulting directly from personal injury and/or property damage suffered by the claimant of such losses.

SERVICES

Each of the services provided under the items covered by this policy.

WAITING PERIOD

Number of days that must elapse from the effective date of the insurance until the actual start of risk coverage; any losses occurring during this period shall not be eligible for compensation under this policy.

ILLNESS

Any involuntary alteration of an animal's state of health whose diagnosis and confirmation are made by a veterinarian legally authorized to practice. For the purposes of this insurance coverage, the following shall not be considered illnesses: accidents as defined in this same section, behavioral or conduct disorders, normal or eutocic pregnancy and birth, as well as any defect, injury, or condition of congenital and/or hereditary origin.

EMERGENCY

A situation requiring immediate and necessary veterinary attention in order to prevent irreversible harm to the physical well being of the pet.

EUTHANASIA

Death induced in an animal through veterinary assessment and intervention using

humane and painless clinical methods, with the aim of preventing unnecessary suffering resulting from a severe and ongoing condition with no possibility of cure, as certified by veterinarians.

I.3. Policy conditions

Article 1. Purpose

The purpose of this Policy is to provide coverage for the insured risks, in accordance with the scope and limits agreed in the General and Special Conditions..

Article 2. Formalisation and effective date

The contract is formalised by the consent of both parties stated by telephone or online, or through an application form sent by the broker to **Línea Directa**, without prejudice to the Policyholder's obligations to pay the receipt and return the Policy sent by **Línea Directa**, duly signed. Therefore, the Policy taken out and its modifications or additions will have a binding effect on both **Línea Directa** and the Insured Party from the time stated to that effect by both of them by telephone or online, or on the date expressly provided in the application form sent by the broker to **Línea Directa Aseguradora**, when the Policy is signed and the premium has been paid.

The Policyholder may unilaterally terminate the Contract within 14 days of receipt of these Contract Conditions, provided that no claim has been made. To do this, they must inform **Línea Directa** by any means that allows the notification to be recorded, without being required to state any reason.

Once this notification is issued, risk covered by **Línea Directa** will cease, the latter proceeding within 30 days, without applying any penalty, to repayment of the portion of unearned premiums.

Article 3. Duration and termination

The Policy will have the duration agreed in the Special Conditions. If the duration is annual, it will be understood as being extended at each maturity date for equal and successive periods.

The parties may oppose the extension of the contract by written notice to the other party of at least **one month prior to the conclusion of the current insurance period when it is the Policyholder who opposes the extension, and two months when it is the insurer.**

In the event of the disappearance of the insured risk for any reason, all cover in this Policy will be terminated.

Article 4. Territorial scope

The guarantees of this insurance are extended and limited:

a For the “Pet Civil Liability” guarantee of this insurance, it extends to the countries of the European Union, United Kingdom and Andorra, **provided that the stay does not exceed three months in duration.**

b For the rest of the coverage contained in these General Conditions, the territorial scope **extends exclusively to events occurring within Spanish territory, subject to Spanish law and courts.**

Article 5. General Communications

All communication between the Policyholder, Insured Party or beneficiary and **Línea Directa** as a result of this Policy, may be carried out by telephone, online or by any other means agreed in the Schedule, without prejudice to either party being able to request a written confirmation.

When notifications from **Línea Directa** are given in writing, they will be sent to the address contained in the Policy, to the email address or telephone number provided. Emails to the correct address, written communications that were refused, certificates not collected from the post office and those that do not reach their destination due to a change of address that **Línea Directa** has not been notified of, will take effect as if the written notifications had been received.

The Policyholder or, if applicable, the Insured Party, authorizes **Línea Directa**, if deemed necessary, to record telephone conversations held and to use them as evidence for any claims that may arise between both parties. In this case, the Policyholder or the Insured Party may request that **Línea Directa** provides them with a copy or written transcript of the contents of the conversations recorded between the two parties.

For any queries, modifications or matters related to the Policy, the Insured Party shall provide **Línea Directa** with the details and/or identification passwords as requested for security purposes.

Línea Directa must notify the Policyholder, at least two months before the end of the current period, of any change in the insurance contract.

I.4. Obligations of the Policyholder and/ or the Insured Party

Article 6. Statements on risk

The Policyholder has a duty, before the formalisation of the contract, to declare to **Línea Directa**, according to the questionnaire the latter submits to them, all the circumstances known to them that may influence the risk assessment.

The declarations made by the Policyholder in response to the questionnaire are listed in the Special Conditions document that is part of the Policy.

Where an error is found in the Policy, the Policyholder has a period of one month from the delivery thereof to remedy the existing divergence. Following this period without any claim, details will be as provided in the Policy.

Article 7. Existence of multiple insurance

The Policyholder should state the name of other Insurers that cover the same risks covered by the Policy in other insurance contracts.

In the event of over-insurance due to the existence of more than one insurance contract covering any of the types of coverage included in this contract, the insurers shall contribute to the payment of compensation in proportion to the actual sum insured, without the damage amount being exceeded. Within this limit, the Insured may ask

each insurer for the compensation due, according to the respective insurance contract.

Article 8. Payment of premium

There will be only one premium for the entire insurance period.

The Policyholder is obliged to pay the first premium once the Contract is completed pursuant to Article 2 of these General Conditions.

If the Policyholder is responsible for not paying the first premium, **Línea Directa** is entitled to terminate the Policy or to enforce payment of the premium. **Línea Directa will be relieved from its obligation, if the premium is not paid before the accident occurs.**

Línea Directa will establish a surcharge of €9 for the cost of returning payments.

Premiums shall be paid by the direct debit system, credit card, or any other means that both parties expressly admit by mutual agreement and which will be reflected in the Special Conditions of the Policy. In the event of credit card payment, the Policyholder must inform **Línea Directa** of the card details and its expiry date, as well as any possible modifications to these, it being essential for their effectiveness that the Special Conditions have been signed and received by **Línea Directa** within the period determined therein.

The place of payment of premiums in case of direct debit will be the account designated by the Policyholder on taking out the Policy. If paying by credit card, the account held with the card issuer.

Article 9. Actions in case of a claim

The Policyholder or the Insured must:

a Notify **Línea Directa** about the occurrence of the loss and all information relating to it in the shortest time possible and in all cases **within seven days of becoming aware of it**. **Línea Directa** may claim damages for breach of this obligation.

b Use all means at their disposal to mitigate the consequences of the loss. Breach of this duty will entitle **Línea Directa** to reduce its payment by the appropriate proportion, given the extent of damage hereunder, and the degree of fault of the Insured.

c **Línea Directa** will assess the damage caused prior to compensation,

d For the purposes of Civil Liability coverage the Insured must provide the necessary cooperation and may not negotiate, accept or reject any claim without authorisation from **Línea Directa**. **Línea Directa** will assume the legal management for the injured party's claim.

e The Policyholder or the Insured must also inform **Línea Directa** as soon as possible of any legal, extra-legal or administrative notice that comes to their knowledge related to the accident, and any kind of information about its circumstances and consequences.

f The submission of receipts and supporting documents shall be essential for the reimbursement of any expenses.

II. General Conditions: Pet Insurance Coverage

THE COVERAGE DEFINED IN THESE TERMS AND CONDITIONS CAN BE PURCHASED IN TWO PRODUCTS: BASIC OR COMPREHENSIVE. REFER TO THE SPECIAL CONDITIONS OF YOUR POLICY TO SEE WHICH OF THE TYPES YOU HAVE PURCHASED.

Article 10. Pet Civil Liability Insurance

Under the terms and conditions established in this policy, the Insured Party, as the owner of the dog or cat, is covered for the extra-contractual Civil Liability Insurance arising from the damage caused by any of them to third parties, **with the limit established in the Special Conditions, and provided that they comply with the provisions and regulations in force that relate to them**; among these, they must be up to date with their vaccination schedule, be correctly identified, have a microchip and be registered in the corresponding Pet Registry.

This coverage includes both the civil liability of the owner and that of the person responsible for the dog and/or cat, provided that there is no payment or compensation or contractual relationship.

The Insurer shall be exclusively responsible for the judicial or extrajudicial defence of the civil liability covered in this insurance against claims by the injured party.

Notwithstanding the provisions of the previous paragraph, when the claimant is also

insured by Línea Directa or if there is any other potential conflict of interest, Línea Directa will immediately inform the insured party of the existence of such circumstances, without prejudice to taking any steps that, due to their urgent nature, are necessary for the defence. The insured party may choose between having Línea Directa maintain the legal representation or entrusting their defence to another person. In the latter case, Línea Directa will be obliged to pay expenses for this legal representation up to the limit established for Legal Defence Coverage for such cases.

Specific exclusions for the coverage of PET CIVIL LIABILITY INSURANCE:

- Damage and accidents caused by fraud or gross negligence on the part of the Policyholder, the Insured, their relatives or persons for whom the Policyholder is responsible.
- Damages resulting from criminal acts or imprudence constituting a crime.
- Claims based on contractual obligations.
- Damage caused to the property of third parties which, for whatever purpose or purpose, is in the possession of the Insured.
- Damage caused to electronic devices, glasses or vision elements.
- Damage that is not a consequence of covered bodily injury or damage to property.
- The payment of fines and personal sanctions.
- Liabilities arising from a professional, commercial or industrial activity of the Insured.

- Liabilities arising from participation in competitions, races or bets, as well as in official or professional events or competitions of any kind of sport.

Article 11.

Legal defence and claims

Línea Directa assumes, with the scope and limits established in these General Conditions and in the specific conditions of the policy, the “expenses covered” and the benefits detailed in each of the coverages detailed below for legal defence and claims for damages.

For the purposes of the following covers, the claim shall be deemed to have occurred:

- In litigation on contractual matters, at the moment at which the contract was signed.
- In criminal offences, at the moment in which the punishable act has been carried out or is alleged to have been carried out.
- In cases of claims for non-contractual liability, at the very moment in which the damage has been caused.

The coverages included in this guarantee are those described in the following points, in the terms and with the limits indicated for each one of them:

a LEGAL ADVICE BY TELEPHONE

Línea Directa provides the Insured Party with a telephone and/or online advice service to provide guidance on any legal or juridical query regarding the pet that has been insured.

- Microchipping and registration obligations.
- Legal obligations when travelling with pets.
- Divorces and pet ownership.
- Adoption of animals.
- Sale and purchase of animals.
- Animals in rented accommodation.
- Animals in the resident's association.
- Theft and loss of pets, actions and reporting.
- Other queries.
- Holiday homes in Spain for dogs and cats.
- Hairdressers and specialised shops.
- Beauty and behavioural competitions and events.
- Specialised shops and home services.
- Other day-to-day services for pets.

b **ADVICE FOR DAY-TO-DAY PET CARE**

At the request of the Insured, general telephone information will be provided on any aspect related to their pet:

- Administrative issues regarding pets, registration, deregistration, registration, chips.
- Advice on compulsory dog ownership courses.
- Documentation and formalities for transfers and travel with dogs and cats.
- Compulsory insurance and registration of dogs and unique dogs.
- Documentation necessary to obtain a pedigree.
- Information on breeders and training.
- Information on adoptions and shelters in Spain.
- Accommodation and residences to go with pets.

c **FACE-TO-FACE ASSISTANCE FROM A LAWYER IN THE EVENT OF DETENTION**

Línea Directa provides the Insured with an in-person lawyer service in the event of arrest of the owner of the pet or the person responsible for events related to the insured pet.

A capital limit or sum insured is established for this cover of up to 500 € when assistance is provided by a company lawyer and a maximum of 200 € when the Insured uses a lawyer of their own trust.

d **REVIEW AND DRAFTING OF DOCUMENTS AND CONTRACTS RELATED TO DAILY PET CARE**

- Advice on documents and contracts.
- Revision of documents and contracts.
- Drafting of documents and contracts.

e **DEFENCE OF ADDITIONAL CIVIL LIABILITY IN THE EVENT OF INSUFFICIENCY OR SHORTFALL OF THE CIVIL LIABILITY INSURANCE THAT THE INSURED MAY HAVE TAKEN OUT**

Línea Directa assumes the costs of legal defence in those proceedings brought against the Insured for **non-contractual damages caused by the insured pet**, due to

its status as a tortfeasor, and provided that the coverage of article 10 of Civil Liability, provided in this policy, does not apply.

The exclusions included in letters b) and i) of article 15 of this policy will not be applicable to this coverage.

A limit of capital or sum insured is established for this cover of up to €3,000 when the defence is provided by a company lawyer and a maximum of €1,000 when the Insured uses a lawyer of their own trust.

f CLAIM FOR NON-CONTRACTUAL DAMAGE CAUSED TO THE ANIMAL BY AN IDENTIFIED THIRD PARTY

The aim of this coverage is the claim for damages that the pet may suffer as a result of an attack by another animal or person, as well as injuries caused by other animals, people or vehicles.

A capital limit of up to €3,000 is established, when the claim is made by a company lawyer and a maximum of €1,000 when the Insured Party uses a lawyer of their own choosing, from a minimum litigation amount of €200.

g DEFENCE IN LAWSUITS FROM NEIGHBOURS AND/OR ASSOCIATION OF PROPERTY OWNERS DUE TO NOISE OR DISTURBANCE OF COEXISTENCE

- Legal defence against complaints or lawsuits from neighbours or the Community of neighbours.
- Claims for damages in the event of complaints or lawsuits from the Community of neighbours.

A capital limit is established for this cover of up to €3,000 when the claim is made

by a company lawyer and a maximum of €1,000 when the Insured Party uses a lawyer of their own choosing.

h DEFENCE AND CLAIMS IN ALL MATTERS RELATING TO PET-RELATED CONTRACTS

- Legal defence and advice on breaches of contract by third parties.
- Claim for breach of contract, in which the pet is the recipient.

A capital limit is established for this cover of up to €3,000 when the claim is made by a company lawyer and a maximum of €1,000 when the Insured Party uses a lawyer of their own choosing, starting from a minimum litigious amount of €100.

i MANAGEMENT OF FINES AND PENALTIES

Línea Directa covers the Defence of administrative penalties related to pets, in Administrative and Contentious-Administrative proceedings, as well as searching official bulletins for fines and penalties related to pets.

The Defence of Penalties provided under this coverage shall relate to:

- Pet identification/registration obligations (microchip/registration).
- Vaccination obligations and pet vaccination schedule.
- Obligations of the person responsible for the pet to avoid incidents involving/with the pet.
- Use of leash and/or muzzle (if compulsory on public roads).
- Proper disposal of excrement/urine.

- Vaccination schedule.
- Excessive noise allowed by the pet.
- Penalties related to specific and general obligations with regard to pets and current legislation.

The capital limit for this cover will be a maximum of €1,000 when the defence is provided by a company lawyer and a maximum of €500 when the Insured Party uses a lawyer of their own choosing.

In the event of a penalty that obliges the owner and/or person responsible for the pet to take a re-education or training course in animal welfare, animal protection and animal rights, **Línea Directa** will pay up to a limit of €50 of the proportional cost of the course. Payment shall be made directly to the beneficiary or by reimbursement following supply of the supporting documents, to be decided by **Línea Directa**.

11.1 GUARANTEED EXPENSES FOR LEGAL DEFENCE AND CLAIMS

The following expenses are guaranteed for the coverage of Legal Defence and Claims for damages, within the limits established as the sum insured specified for each coverage, per claim and insurance period:

1. Lawyer's fees and expenses.
2. Lawyer's fees and expenses, when their intervention is obligatory.
3. The fees of experts whose opinion is necessary, in legal proceedings, in support of the Insured Party's claims.
4. Fees, rights and legal costs arising from the processing of the procedures established in this policy.
5. Notarial costs and the costs of granting

powers of attorney for lawsuits, as well as the documents, summons and other acts necessary for the legal defence of the interests of the Insured.

6. The deposits necessary for the filing of appeals.
7. The insertion of notices or edicts that are obliged to be published during the course of the proceedings.

Expenses arising from a judicial accumulation or counterclaim, when they refer to matters not included in the guaranteed covers, shall not be covered.

11.2. VIABILITY OF DEFENCE AND CLAIM CLAUSE

In the event that **Línea Directa** considers that there is no reasonable likelihood of success or deems the initiation or defence of legal proceedings or the filing of an appeal to be inappropriate, it will notify the Insured, who will be free to act on their own account, at their own expense. If in such a case the Insured should have obtained a result that is not covered by a possible sentence for costs and is more beneficial than that initially assessed by the Insurer, the company shall reimburse the expenses incurred within the limits stipulated in this policy for the case of free choice of lawyer and solicitor.

Whatever the ruling or outcome of the legal proceedings, **Línea Directa** reserves the right to exercise the appropriate legal remedies against such ruling or outcome, or to be satisfied with it.

11.3. RIGHT TO FREE CHOICE OF PROFESSIONALS

Línea Directa will carry out by itself or through its professionals the extrajudicial

actions arising from the coverage of this policy within the sum insured. If, where appropriate, amicable or out-of-court proceedings do not produce a positive result acceptable to the Insured, legal action will be taken, provided that the Insured so requests, the claim is not reckless and there is coverage in accordance with the terms and conditions of the General and Specific Conditions of this insurance.

In this exclusive event of the commencement of legal proceedings, the insurer will inform the Insured person of his right to the free choice of professionals to represent and defend him in the corresponding litigation.

The Insured person, under the conditions and with the limits foreseen in the policy, will have the right to freely choose the solicitor and lawyer who are to represent and defend him in the proceedings that are the object of the coverage.

The lawyer and solicitor appointed by the Insured person shall not be subject, under any circumstances, to the instructions of the insurer.

In no case will the insurer be responsible for the expenses of membership fees, travel, lodging and subsistence corresponding to the lawyer who takes part in the proceedings, or to any other person.

As a necessary requirement for the justification and determination of the fees and expenses of the lawyer and solicitor, they must have informed the insurer from the beginning of the guaranteed legal proceedings of the actions carried out.

The insurer will pay the fees of the lawyer and solicitor who act in defence of the Insured person in any type of procedure,

within the capital or sum insured for each guarantee.

The lawyer's fees will be paid in accordance with the regulations established for this purpose by the corresponding professional association. The indicative norms of the fees will be considered as the maximum limit of the insurer's obligation. Disputes about the interpretation of these rules shall be submitted to the competent committee of the relevant bar association.

The fees of the solicitor, when his intervention is compulsory, will be paid in accordance with the tariff or scale.

11.4. CONFLICT OF INTERESTS AND DISAGREEMENTS

When any conflict arises between the Insured and **Línea Directa**, due to having to support interests in the claim that are contrary to their defence, the Insured will immediately be informed, without prejudice to taking any steps that, due to their urgent nature, are necessary for the defence. In this case, the Insured may choose between maintaining the legal management by **Línea Directa** or entrusting their own defence to another person. In the latter case, **Línea Directa** will be obliged to pay the costs of such legal management up to the limit established in these General Conditions.

Article 12.
Exclusions applicable to the coverage of legal defence and claim and management of fines and penalties

In addition to the general exclusions in these General Conditions, the aforemen-

tioned coverages of the policy shall not be covered:

a Claims for damages or legal defence that do not have their cause in the condition of owner of the insured animal.

b Claims arising from the operation of industries or businesses, as well as the exercise of professions or remunerated services or positions or activities in associations or communities of any kind, even when performed in an honorary capacity.

c The costs of legal defence of the Insured Party for events occurring prior to the validity of the Insurance.

d Claims for events arising from the use and movement of motor vehicles, when the Insured Party is the owner or driver of the vehicle.

e Expenses arising from unjustified claims due to lack of sufficient evidence to make them viable, as well as those manifestly disproportionate to the valuation of damages suffered. However, the Insurance Company will assume the payment of these expenses if the Insured Party obtains a final decision in favour of their claims or an indemnity in a similar amount to their initial claim. To this end, the Insurance Company is obliged to inform the Insured Party of this circumstance and to carry out those diligences that due to their urgent nature are necessary in order not to cause the Insured Party any lack of defence.

f The payment by the Insurer of fines or penalties of any nature, nor of the consequences of their non-payment.

g Procedures for collecting any types of communications, as well as the expenses they cause.

h Dealing with penalties which are reported to **Línea Directa** with less than 2 calendar days before the end of the legal deadline to appeal against them.

Article 13.

Tele-veterinary and electronic prescriptions

At the request of the Insured Party, online veterinary advice will be provided by chat or video consultation on any aspect of your pet's health related to:

- Emergencies: Counselling, triage and treatment.
- Health and Well-being: Care, breeding, handling, training and behaviour.
- Nutrition.
- Preventive medicine: Vaccinations, deworming and advice.
- Clinical medicine: Dermatology, digestive, internal medicine and musculoskeletal system.
- Care, handling, training and behaviour.
- Interpretation of results.
- Second veterinary opinion.
- Referral for a face-to-face visit or diagnostic tests.
- Veterinary guidelines and treatments.
- Electronic prescriptions for chronic diseases, previous and preventive treatments and emergencies and other cases.

Chat and video services are for guidance purposes only and can in no case substi-

tute an in person examination of the animal at a veterinary clinic or consultation.

Veterinary emergencies 24/7 365 days a year

- Veterinary emergencies by telephone 24/7 365 days a year.

Article 14. Pet assistance

Provided that the inclusion of this coverage has been expressly stated in the special terms of the policy, and within the limits and conditions set out in these General Conditions, **Línea Directa** shall guarantee the coverages detailed below.

For the purposes of this coverage, only those pets that, at the time the policy is taken out, are between 3 months and 9 years of age shall be covered, and a waiting period of 30 days from the policy start date is established for the use of any of the coverages included therein.

To activate any veterinary service included under the Pet Assistance coverage, it shall be an essential requirement that the Insured first carry out a digital or telephone consultation through **Línea Directa**'s tele-veterinary service, the purpose of which shall be the assessment of the pet's state of health. Failure to complete this prior digital or telephone consultation may result in the exclusion of coverage for the related expense, unless a duly justified life threatening emergency situation is demonstrated.

For the purposes of this coverage, illness shall be understood as any alteration, whether mild or severe, of the normal functioning of an organism or any of its

parts due to an internal or external cause.

Accident shall be understood as any act or external event, beyond the will of the Insured, occurring spontaneously and unforeseeably, which causes the pet, fortuitously, injuries or damage—including death—that can be assessed by a qualified professional.

It shall be necessary that, following the relevant veterinary examination, the authorized professional indicates in the report whether the injuries presented by the pet originate from, or are a consequence of, an accident.

Línea Directa will not consider as an accident, and therefore will exclude from coverage, any events whose origin or cause cannot be duly justified or evidenced in a veterinary report and which do not meet the definition of an accident provided herein.

For reimbursement of any expense, the submission of the corresponding original invoices and receipts shall be indispensable, as well as a copy of the pet's updated health record.

The applicable reimbursement limits shall be those established in these General Conditions.

14.1. VETERINARY COSTS DUE TO ACCIDENT

In the event of a pet accident, **Línea Directa** will reimburse the costs of veterinary treatment and hospitalisation at the veterinary centre chosen by the Insured, with a limit of €1,000 per year of insurance.

14.2. ACCIDENTAL DEATH OR FROM BEING RUN OVER

In the event of the pet owned by the Insured dying or being euthanized due to an accident, **Línea Directa** will reimburse the value of the animal as stated on the corresponding purchase invoice or adoption certificate, up to a limit of €1,000, or will compensate the Insured with an amount of €300 if no invoice is available.

A waiting period of 3 months from the policy start date shall apply for the provision of this coverage.

14.3. PUTTING THE PET TO SLEEP

In the event of an incurable illness or accident that makes it necessary, in the opinion of the veterinarian, to put the pet owned by the Insured party to sleep, **Línea Directa** will reimburse the expenses arising from putting the animal to sleep, up to a **limit of €100 per insurance year**.

In the case of euthanasia due to an accident, a waiting period of 3 months from the policy start date shall apply, and a waiting period of 6 months shall apply for euthanasia due to illness.

14.4. CREMATION AND/OR BURIAL EXPENSES IN THE EVENT OF DEATH

In the event of the death of the pet due to supervening illness, accident or decision by the veterinarian, making it necessary to bury and/or cremate the animal, **Línea Directa** will reimburse the costs incurred up to a **limit of €100 per insurance year**.

14.5. SEARCH EXPENSES IN CASE OF LOSS OR MISPLACEMENT OF THE PET

In the event of loss or misplacement of the pet owned by the Insured Party, **Línea Directa** will refund the costs of press and

radio adverts used to find it, with a **limit of €300 per insurance year**.

14.6. COMPENSATION FOR THEFT OF THE PET

In the event of the theft of the pet owned by the Insured, **Línea Directa** will reimburse the value of the animal as stated on the corresponding purchase invoice or adoption certificate, up to a limit of €1,000, or will compensate the Insured with an amount of €300 if no invoice is available.

14.7. EXPENSES FROM STAYING IN A KENNEL OR HOTEL DUE TO ILLNESS

Línea Directa will reimburse boarding expenses for the pet owned by the Insured when the Insured is urgently hospitalized due to illness or accident and there is no other person available to take care of the animal, up to a limit of €300 per insurance year.

14.8. EXPENSES FROM STAYING IN A KENNEL OR HOTEL IN THE EVENT OF AN INCIDENT

Línea Directa will reimburse boarding expenses for the pet owned by the Insured when the dwelling suffers a loss and becomes uninhabitable as a result of fire, theft, or water damage, up to a limit of €300 per insurance year.

14.9. TRIP CANCELLATION DUE TO DEATH OF THE PET

If the Insured must cancel or shorten their vacation because the insured pet has died during the seven days prior to departure, **Línea Directa** will cover the expenses up to €1,000 per insurance year. In such cases, the insurance shall be settled and cancelled.

EXCLUSIONS TO THE PET ASSISTANCE COVERAGE

In addition to the exclusions applicable to all coverages under the policy, the following contingencies are expressly excluded from coverage:

- a** Diseases transmitted by bites or stings from insects, mites, rodents, or other mammals, as well as poisonings or intoxications resulting from ingestion, inhalation, stings, or bites.
- b** Losses arising from a specific activity of the animal related to entertainment, rescue, or professional, sporting, commercial, or industrial use, as determined by applicable regulations.
- c** Theft and loss of the pet.
- d** Any event for which coverage is subject to the completion of prior digital veterinary triage when this requirement has not been met, except in duly justified life threatening emergency situations.

Article 15.

Applicable exclusions to all coverage

In addition to the specific exclusions detailed in these General Conditions, the following exclusions apply to all coverage:

- a** Liability is excluded in the event that the dog and/or cat is not owned by the Insured Party.
- b** Liability is excluded in the event that the dog and/or cat is not up to date with its vaccination schedule, is not correctly identifica-

ble, does not have the corresponding identification microchip and is not registered in the corresponding Pet Registry.

- c** Liability is excluded in the event of non-compliance with current legislation Law 7/2023 of 28 March on the protection of the rights and welfare of animals and its Regulations.
- d** Liability is excluded in case of professional or working use of the dog or cat, as well as hunting dogs, herding dogs and dogs belonging to security forces. Guide dogs are not included in this exclusion.
- e** All cases that are not expressly listed in this coverage.
- f** Events occurring prior to the purchase of this insurance product.
- g** Incidents caused by bad faith on the part of the insured person.
- h** The payment of compensation, fines or penalties, taxes or other charges of a fiscal nature and claims made by third parties is expressly excluded.
- i** Liability for property damage and/or personal injury caused to any person who cannot be considered as a third party unknown to the OWNER and/or INSURED PARTY, OWNER and PERSON RESPONSIBLE for the pet is excluded. As well as damages to goods of any kind owned, held, deposited, used or otherwise. Third Parties are understood as: all those who are not the spouse, common-law partners, children, parents and siblings, blood relatives or related to the owner of the dog; nor the partners, managers, dependents and persons in charge of the dog.
- j** Liability is excluded that has its origin in a specific activity, show, rescue, produc-

tion, professional, sporting, commercial or industrial activity of the Insured Party as detailed in the current regulations in force, such as animals used in specific shows, productions or sporting activities recognised by the National Sports Council of Spain (falconry birds, shepherd and livestock guardian dogs) as well as those used in professional activities (dedicated to a specific activity or task carried out jointly with their handler in a professional or work environment, such as rescue dogs, therapy pets or animals belonging to the Security Forces or the Armed Forces). Hunting dogs, herding dogs and hunting auxiliary animals shall also be excluded.

III. Extraordinary Risks (Insurance Compensation Consortium)

Compensation clause by the Insurance Compensation Consortium for losses arising from extraordinary events in insurance policies with combined coverages for damage to persons and property and Third-Party Liability for motor vehicles.

In accordance with the provisions set out in the consolidated text of the legal Statute of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004 of 29 October, the Policyholder of an insurance contract that must obligatorily include a surcharge in favor of this public entity has the right to arrange coverage for extraordinary risks with any insurance company that meets the requirements established by current legislation.

Compensation for losses arising from extraordinary events occurring in Spain, affecting risks located therein, and—in the case of personal injury—also those occurring abroad when the Insured has habitual residence in Spain, shall be paid by the Insurance Compensation Consortium when the Policyholder has paid the corresponding surcharges and any of the following situations arise:

- a** That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy taken out with the insurer.
- b** That, although covered by the insurance policy, the insurer is unable to fulfil its obligations because it has been declared

bankrupt by judicial resolution or is subject to an intervention or liquidation procedure taken over by the Insurance Compensation Consortium.

The Insurance Compensation Consortium shall act in accordance with its legal Statute, Law 50/1980 of 8 October on the Insurance Contract, the Regulation on Extraordinary Risk Insurance approved by Royal Decree 300/2004 of 20 February, and any supplementary provisions.

1. Extraordinary events covered

a The following natural phenomena: earthquakes and tsunamis; extraordinary flooding, including those caused by sea surges; volcanic eruptions; atypical cyclonic storms (including extraordinary winds exceeding 120 km/h and tornadoes); and the impact of celestial bodies and meteorites.

b Those caused violently as a result of terrorism, rebellion, sedition, riot, or popular upheaval.

c Acts or actions by the Armed Forces or Security Forces in peacetime.

d Atmospheric, seismic, volcanic eruption phenomena and the fall of celestial bodies shall be certified, at the request of the Consortium, through reports issued by the State Meteorological Agency (AEMET), the National Geographic Institute, and other competent public bodies.

e In cases of political or social events, or damage caused by actions of the Armed Forces or Security Forces in peacetime, the Consortium may request information

from the relevant judicial or administrative authorities.

2. Excluded risks

a Those not subject to compensation under the Insurance Contract Law.

b Those affecting insured property under policies not subject to the compulsory surcharge in favor of the Consortium.

c Damage caused by inherent defects, faults, or lack of maintenance of the insured item.

d Damage caused by armed conflicts, even without an official declaration of war.

e Damage derived from nuclear energy, without prejudice to Law 12/2011 on Civil Liability for Nuclear Damage. However, direct damage to a nuclear installation shall be covered when caused by an extraordinary event affecting the installation itself.

f Damage due to ordinary weathering, and for goods permanently submerged, damage due to ordinary wave action or currents.

g Natural phenomena other than those listed in section 1(a), such as rising water tables, landslides, earth settlement, rockfall, or similar processes, unless clearly caused by rainwater that also triggers an extraordinary flood in the area.

h Damage caused by disturbances during lawful meetings or demonstrations under Organic Law 9/1983, as well as during lawful strikes, unless they qualify as extraordinary events under section 1(b).

i Damage caused by bad faith of the Insured.

j Damage from natural events when the policy issuance or effective date does not precede the event by at least seven days, unless it is proven that earlier contracting was impossible due to lack of insurable interest. (Carencia rule.)

k Damage occurring before payment of the first premium or when coverage is suspended/terminated due to non payment.

l Indirect damage or losses other than those expressly indemnifiable under the Extraordinary Risk Insurance Regulation.

m Damage caused by interruption or alteration in external supply of electricity, gas, fuel oil, diesel, or other fluids, or any other indirect loss, even if caused by an extraordinary event.

n Losses classified by the Government as “catastrophe or national calamity.”

o For motor vehicle liability insurance, personal injuries arising from such liability.

3. Deductible

The deductible payable by the Insured shall be:

a For direct damage: 7% of indemnifiable damage in property insurance. No deductible applies to homes, homeowners’ associations, or vehicles insured under motor insurance policies.

b For pecuniary losses: the same deductible as established for ordinary loss of profit cover in the policy.

c When a combined deductible applies: property damage and loss of profit deductibles will be applied proportionally as required.

No deductible shall apply to personal insurance.

4. Scope of coverage

Coverage of extraordinary risks extends to the same persons or property and the same sums insured as those covered for ordinary risks.

However:

a For motor own damage policies, the Consortium guarantees the full insurable interest even if the ordinary policy covers it only partially.

b For vehicles insured only with compulsory third party liability, the Consortium guarantees the market value of the vehicle immediately before the loss.

c For life insurance policies that generate mathematical reserves, the Consortium covers only the at risk capital (sum insured minus mathematical reserve).

5. Notification of losses to the Consortium

Claims shall be submitted by the Policyholder, Insured, beneficiary, their representatives, the insurer, or the insurance mediator.

Notification and claim tracking may be carried out:

- By calling the Consortium's Call Centre (900 222 665 or 952 367 042).
- Through its website (www.consortseguros.es).

Damage assessment shall be carried out by the Consortium, regardless of any prior assessment by the ordinary insurer.

Payment of compensation shall be made by bank transfer to the beneficiary.

IV. Enquires and complaints. Customer Ombudsman. Procedure followed

1. The Insured Party may contact the Complaints and Objections Department to raise any complaints regarding this Policy or the handling of an incident. Any complaints or objections must be submitted in writing to the following address:

LÍNEA DIRECTA ASEGURADORA, S.A.
Complaints and Objections Department
Ronda de Europa 7
28760 Tres Cantos. Madrid.

For more information on submitting complaints and objections please consult the website.

2. The Financial Ombudsman service is also available. 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, 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. The Insurer will be bound to what is decided by the Customer Ombudsman, provided that the sum claimed **does not exceed €60,101.21**.

3. If the Insured Party is not satisfied with the solution given to their claim, they can contact the Claims Service of the

Insurance and Pension Funds Division,
on whose website they will find updated
addresses and telephone numbers.



For more information
www.lineadirecta.com



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