All you require for your peace of mind and safety.

General Conditions - Pet Insurance



linea directa

Pet Insurance



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Practical guide to Pet Insurance

Welcome

Thank you for choosing Línea Directa's Pet Insurance.

Our insurance is designed to support and assist in the responsible care of pets. From daily guidance and consultations through the televet service to veterinary assistance or dealing with unforeseen events.

The aim of this guide is to provide clear information about Pet Insurance, its coverages and services.

What does this document contain?

A practical and easy to read guide about how Pet Insurance works.

The General Conditions of the contract.

With details of what the Policy covers, what it does not cover and what should be taken into account, with the limitations and exclusions highlighted in bold.

As well as a Glossary explaining the terms that may be more complex.

And the documents that complete the Policy:

- Special Conditions.
- Limiting Conditions.
- Direct Debit Order.

All these documents will be available in the Customer Area, both on the Website and on the App.

Important: The insurance is automatically renewed each year, unless one of the parties states otherwise within the legally established time periods. This way, the pet will always be insured.

What do you do after taking out insurance?

1. Read this Guide carefully.
2. **Check the information about the Special Conditions and the Direct Debit.**

   From the Customer Area (Website or App) you can add your pet's microchip or update your bank details, **to keep the policy up to date.**
3. Also read the Limiting Conditions.
4. Sign the insurance documents.
5. **Register in the** Customer Area (Website or App) to manage the insurance easily and quickly.

What do you do during the life of the insurance?

Always keep your **contact and** notification **details up to date.**

Always keep the following close at hand: the policy number, your pet's veterinary documentation and the Veterinary Emergencies phone number, which is available 24/7.

Important: All this information can be updated easily from the Customer Area on the website or the App.

Televet service

To contact veterinary professionals quickly and easily, **without waiting or travelling.**

Chat or video call

Through a chat or video call you can quickly and easily resolve queries about your pet's health, receive veterinary guidance and, where appropriate, electronic prescriptions.

Telephone customer service

The insurance also offers telephone veterinary consultations, as well as a telephone Emergency Service available 24/7.

Tips for your pet's wellbeing

Daily care

- Carry out regular veterinary check-ups.
- Keep vaccinations and deworming up to date.
- Feed a balanced diet and encourage daily exercise.

Safety at home

- Keep toxic products, medicines and small objects out of reach.
- Protect balconies, windows and terraces.

Safe walks

- Use a lead and suitable restraint systems.
- Supervise contact with other animals and people.

Education and coexistence

- Encourage your pet's socialisation and training.

Important: The pet's owner is responsible for damage to third parties.

Frequently asked questions (FAQs)

Can your insure a pedigree dog that is considered to be potentially dangerous?

Yes. Línea Directa's Pet Insurance covers all breeds of potentially dangerous dogs (PPP) with no exclusions. For us, the most important thing is the pet's wellbeing, which is why we offer comprehensive protection regardless of its breed or characteristics.

Is insurance compulsory for cats?

It is not compulsory, but it helps to look after their wellbeing and provides peace of mind in the face of unforeseen events, as well as making it easier to access veterinary guidance services.

Can a puppy have separation anxiety?

Yes. It is common, especially when it has not been gradually and positively accustomed to being left alone from the start.

Does having a second dog solve separation anxiety?

Not necessarily. Separation anxiety is not related to loneliness, but to difficulty coping with the absence of the main person.

If my dog causes damage, does the insurance cover it?

Yes, any property damage your dog may cause to third parties will be covered under the Civil Liability coverage.

And if the pet bites someone or causes an accident?

This is also covered. The Civil Liability of the insurance includes damage to third parties that may be caused by bites or accidents caused by the pet.

For example: if the dog bites another person during a walk or causes someone to fall by suddenly crossing their path.

Does the insurance cover theft or loss of the pet?

Yes, except in the Essential Insurance type, theft or loss is covered by Línea Directa.

If the pet is lost, the insurance can assist in the search, with reimbursement of the cost of advertisements, up to the limits indicated in the General Conditions.

What happens if you travel with your pet outside Spain?

The policy continues to cover Civil Liability in the European Union, United Kingdom and Andorra for stays of up to three months.

Other coverages and services only apply in Spain.

Does the insurance cover face-to-face consultations and vaccinations?

In the Comprehensive Insurance + Veterinary plan type, face-to-face consultations with a vet are included, as well as with certain specialities, at clinics in Línea Directa's partner network. Emergency veterinary visits at these clinics are also covered, provided they have been pre-authorised by telephone veterinary consultation.

In addition, annual rabies and tetravalent vaccinations are included for your insured dog or cat.

Pet Insurance General Conditions

Nowadays, pets are part of our daily lives, accompanying us and sharing our home as members of the family. That is why we understand the importance of protecting the health and wellbeing of these special beings, ensuring their care and safety against any unforeseen event. Our commitmen is to offer a simple, accessible and transparent policy.

We believe in an insurance policy that is close to home, tailored to the real needs of those seeking the best protection for their companion animals. Thanks to our experience, we have developed a policy that responds to the real situations and challenges that pet owners may face, with services designed to provide immediate support, professional care and constant assistance whenever reqired.

Since the insurance is regulated by law, below inform you, in more legal terms, of the content and details of your contract.

Comparative table

Línea Directa Pet Insurance	Essential Pet Insurance	Comprehensive Pet Insurance	Comprehensive Pet Insurance + Veterinary plan
Compulsory Civil Liability	✓	✓	✓
Legal defence and damage claims	✓	✓	✓
Tele-vet with electronic prescriptions and emergencies	✓	✓	✓
Pet assistance and accident expenses	✗	✓	✓
Veterinary health and welfare plan	✗	✗	✓

Glossary of terms

1 Relating to individuals

Policyholder

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

Insured

The natural person who is the purpose of the Insurance and that, in the absence of the Policyholder, assumes the obligations under the Policy.

The Policyholder will in any case always be considered the Insured.

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.

Degree of consanguinity or affinity

- 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.

Owner

The person who appears as such in the official registers established for the different species.

Person responsible

The individual who, without being the owner, is temporarily or permanently in charge of the care, safekeeping or custody of the animal.

The person responsible for an animal will also be liable for any possible damage, loss or nuisance that, without provocation or negligence by a third party, it may cause to people, other animals or property, to public roads and spaces and to the natural environment, in accordance with applicable legislation.

Third party

Any natural or legal person, other than the following:

- The Policyholder and the Insured Party.
- The spouses, ascendants and descendants of the Policyholder and the Insured, blood relatives, collateral relatives or related by affinity to the owner of the pet.
- 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.

2 Related to the insured object

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 and over 9 years of age are not insurable under the Comprehensive Pet Insurance.

Likewise, dogs or cats under 3 months and over 15 years of age are not insurable through the Comprehensive Pet Insurance + Veterinary plan.

Companion animal registration

The registration of any companion animal that, in accordance with the provisions of Law 7/2023 of 28 March and its regulations or the regulatory provisions of the autonomous communities and the cities of Ceuta and Melilla, have a mandatory identification system, as well as the identity of their owners or persons responsible.

3 Related to the contract

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.

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.

Sum insured

This is the amount established for each of the policy coverage, and represents the maximum limit of compensation to be paid by the insurer for each claim and insurance period.

Partner veterinary centres or veterinary network

These are the veterinary clinics that collaborate with Línea Directa, nationwide, for the coverage of the "Veterinary health and wellbeing plan". The complete list of Veterinary Centres will be available to the Insured at www.lineadirecta.es, where you can find information about updates and changes that may occur during the validity of the insurance.

Consultation

This means the action of attending to or examining the pet by a veterinarian, through the usual examinations.

Services

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

4 Related to the loss

Accident

An external event or phenomenon, beyond the control of the Insured, which is spontaneous and unforeseeable, and which accidentally causes the pet, by chance, injury or damage.

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.

Waiting period

Number of days that must elapse from the start date of the insurance until the effective commencement of risk cover, with claims occurring during this period not being paid under this policy.

Illness

Any involuntary alteration of an animal's state of health, the diagnosis and confirmation of which is made by a veterinarian legally authorised to practise. For the purposes of the coverages under this insurance, accidents as defined in this section, behavioural or conduct disorders, normal or eutocic pregnancy and birth, as well as any defect, injury, or alteration of congenital and/or hereditary origin, will not be considered illnesses.

Emergency

A situation requiring immediate and necessary veterinary attention in order to avoid irreparable harm to the pet's physical integrity.

Theft

Unlawful appropriation by third parties of the animal described in the Special Conditions, against the will of its owner, and by acts that do not involve force in the premises or enclosures where it is kept, nor violence or intimidation against the persons guarding or caring for it.

Robbery

Unlawful appropriation by third parties of the animal, against the will of its owner, by acts involving force in the premises or enclosures where it is kept, or violence or intimidation against the persons guarding or caring for it.

Euthanasia

Death caused to an animal by means of veterinary assessment and intervention and non-cruel, painless clinical methods, with the aim of sparing it unnecessary suffering resulting from a severe and ongoing condition with no possibility of cure, certified by veterinarians.

Purpose of the insurance

This policy gives you the option to insure Civil Liability arising from any damage your dog or cat may cause to third parties, in accordance with the scope and limits agreed in these General Conditions and Special Conditions, and it also provides protection for the health, integrity and wellbeing of the companion animal named in the policy; and covers the risks set out and the benefits agreed for cases of illness, accident or other expressly covered events, all in accordance with the terms agreed in the policy and in line with applicable regulations.

The General Conditions describe the coverages. Each cover is described in a separate section and, through two distinct subsections, specifies what is covered and what is not covered.

The Special Conditions contain the identifying details of the parties to the insurance contract, as well as identifying the object of the insurance: which dog or cat is insured, while also informing us of the duration of the contract and the price to be paid. They also identify the coverages taken out, including the policy limits for each of them and, if there is any waiting period, this will also be indicated.

The Policy shall only set out those coverages that have been expressly purchased and that appear in the Special Conditions, and any coverages not included in this document shall not be covered.

Both the General Conditions and the Special Conditions and, where applicable, the Extra Conditions, shall be applicable to all the coverages that have been purchased.

The exclusions and clauses limiting the rights of the Insured are highlighted in bold type in these General Conditions. Read them carefully.

Policy coverages

The following coverages are included, provided that this is stated in the special conditions of the policy:

1. Compulsory Civil Liability*

✓ Essential ✓ Comprehensive ✓ Comprehensive + Veterinary plan

What is covered

Non-contractual Civil Liability **is covered** for the Insured, as the owner of the insured dog or cat, as a result of damage caused by any of them to third parties, **up to the maximum limit established in the Special Conditions, and provided that the relevant provisions and regulations in force are complied with.**

* Compulsory: this will correspond to that set forth in the implementing regulation of Law 7/2023 of 28 March, which requires dogs to be insured.

What is not covered

In addition to the provisions of the general exclusions of the policy:

- ✗ Damages 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; or by non-compliance with local and national regulations.
- ✗ Loss and damage resulting from criminal acts or recklessness constituting a crime.
- ✗ Claims based on contractual obligations.
- ✗ Damage caused to the property of third parties which is in the possession of the Insured for any reason or purpose.
- ✗ Damage to electronic devices, glasses or other optical items.
- ✗ Damages not resulting from injuries or damage to equipment covered.
- ✗ Payment of fines and personal sanctions.
- ✗ Liabilities originating from a professional, commercial or industrial activity carried out by the Insured.

✗ That originates from participation in competitions, racing or betting, as well as official or professional events or competitions for sports of any kind.

You should bear in mind that:

The insured pet must be up to date with its vaccination schedule, be correctly identified, have a microchip and be registered in the corresponding Administrative Register.

This coverage includes both the Civil Liability of the owner and that of the person responsible for the insured dog 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 coverage against the claim of the injured party. However, when the claimant is also insured with Línea Directa or if any other potential conflict of interest exists, the latter shall immediately inform the insured of the existence of these circumstances, without prejudice to taking legal procedures 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 and claim coverage** for such cases.

Without authorisation from Línea Directa, **the Insured may not negotiate, accept or reject** any claim relating to the losses covered by the Policy.

2. Legal defence and damage claims

✓ Essential ✓ Comprehensive ✓ Comprehensive + Veterinary plan

What is covered

The coverages included in this item are those described in the following points **for events related to the pet identified in the Special Conditions**, and with **the terms and limits indicated**.

- ✓ 2.A. Telephone legal advice.
- ✓ 2.B. Advice for daily pet care.
- ✓ 2.C. Face-to-face assistance of a lawyer in case of arrest.
- ✓ 2.D. Review and drafting of extrajudicial documents and contracts related to the daily life of the pet.
- ✓ 2.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.
- ✓ 2.F. Claim for non-contractual damage caused to the animal by an identified third party.

- ✓ 2.G. Defence in lawsuits from neighbours and/or association of property owners due to noise or disturbance of coexistence.
- ✓ 2.H. Defence and claims in all matters relating to pet-related contracts.
- ✓ 2.I. Management of administrative penalties.

2.A. Telephone legal advice

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.

2.B. Advice for daily pet care

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

- Pet administrative issues, registration, deregistration, records, microchips.
- Advice on compulsory dog ownership course.
- Documentation and formalities for transfers and travel with dogs and cats.
- Compulsory insurance and registration of dogs and rare dogs.
- Documentation required to obtain a pedigree.
- Breeder and training information.
- Information on adoptions and shelters in Spain.
- Pet-friendly accommodation and residences.
- Kennels in Spain for dogs and cats.
- Grooming salons and specialised shops.
- Beauty and behavioural competitions and events.
- Specialised shops and home delivery services.
- Other day-to-day services for pets.

2.C. Face-to-face assistance of a lawyer in case of arrest

Línea Directa provides the Insured with an in-person lawyer service in the event that the pet's owner or the person responsible are arrested due to events related to the insured pet.

A policy limit is established for this cover of up to €500 when the assistance is provided by a lawyer from the company and a maximum of €200 when the Insured uses a lawyer of their own choosing.

2.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.

2.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 covers the legal defence expenses in those proceedings brought against the Insured for non-contractual damage caused by the insured pet by reason of their status as civilly liable, and provided that the "Compulsory Civil Liability cover", provided for in this policy, does not apply.

The exclusions set forth in Section 1, letters b) and i) shall not apply to this coverage. IV "Exclusions applicable to all policy coverages" in the present policy.

A policy limit is established for this cover of up to €3,000 when the defence is provided by a lawyer from the company and a maximum of €1,000 when the Insured uses a lawyer of their own choosing.

2.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 policy limit or sum insured is set for this cover of up to €3,000 when the claim is made by a lawyer from the company and a maximum of €1,000 when the Insured uses a lawyer of their own choosing, for a minimum litigation amount of €200.

2.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.
- Claim for damages in the event of unfounded or reckless complaints or claims by neighbours or the Residents' Association .

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

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

2.I. Management of administrative 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.
- Excess noise permitted caused by the pet.
- Penalties related to specific and general obligations with regard to pets and current legislation.

The sum insured for this cover will be a maximum of €1,000 when the defence is provided by a lawyer from the company 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.

You should bear in mind that:

With regard to the legal claims expressly contemplated in this coverage, they shall only be applicable to events occurring in Spain, **in proceedings included in these General Conditions subject to Spanish law, and which are heard by Courts, Tribunals, or public or private bodies with headquarters or domicile in Spain.**

For the purposes of this cover, the loss will be deemed to have occurred:

- In litigation on contractual matters, at the time the contract was signed.
- In the case of criminal offences, at the time when the punishable offence was committed or is alleged to have been committed.
- In cases of extra-contractual liability claims, at the same time as the damage was caused.

What expenses are covered for legal defence and claims?

The following expenses are covered for legal defence and claims, **within the limits established for each coverage per claim and insurance period**:

- ✓ 1. Solicitor fees and costs.
- ✓ 2. Charges and fees for a solicitor, when their intervention is mandatory.
- ✓ 3. Fees for experts whose opinion is necessary, in legal proceedings, in support of the Insured's claims.
- ✓ 4. Fees, rights and legal costs derived from the processing of the procedures established in this policy.
- ✓ 5. Notary expenses and the granting of powers of attorney for cases, as well as any records, requirements and other actions necessary to defend the interests of the Insured.
- ✓ 6. Deposits required for the submission of appeals.
- ✓ 7. The placing of advertisements or edicts that are required to be published in the course of the proceedings.

Expenses arising from a consolidation of cases or counterclaims, when they refer to matters not included in this coverage, shall not be covered.

What happens if the insurer considers that there is no reasonable chance of success in defending against or pursuing a claim in court?

If Línea Directa considers that the case does not have reasonable prospects of success, or that it is not appropriate to initiate or continue legal proceedings or to lodge an appeal, it will inform the Insured.

In this case, the Insured may decide whether to proceed on their own, but they must personally bear the costs arising from that decision.

However, if the Insured finally obtains a favourable result that **is not covered by an order to pay costs** and that is **better than that initially assessed by the Insurer**, Línea Directa will refund the expenses paid, **within the limits provided in the policy for when the Insured freely chooses a lawyer and solicitor.**

Whatever the decision or outcome of legal proceedings, Línea Directa reserves the decision to exercise legal remedies to proceed against that decision or outcome, or to accept it.

When and how can the insured exercise the right to choose their own lawyer?

Línea Directa will carry out, either itself or through its own professionals, any extrajudicial actions arising from the coverages in this policy within the sum insured. If, when appropriate, the amicable or extra-judicial procedure does not offer a positive result that is acceptable to the Insured, the Insurer will proceed to take legal action, **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 Special Conditions of this insurance policy.**

In this exclusive case of initiating legal proceedings, the Insurer shall inform the Insured of their **right to choose their own professionals** to represent and defend them in the corresponding litigation.

The Insured, under the conditions and within the limits set out in the policy, will have the right to freely choose a solicitor and lawyer to represent and defend them in the proceedings covered.

The lawyer and solicitor appointed by the Insured will not be subject, under any circumstances, to instructions from the Insurer.

Under no circumstances shall the Insurer pay the costs of membership fees, travel, accommodation and subsistence expenses for the lawyer involved in the proceedings, or for 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 covered legal proceedings of any actions taken.**

The Insurer shall pay the fees of the lawyer and solicitor acting in defence of the Insured Party in any type of proceeding, **up to the sum or amount insured for each coverage.**

Lawyers' fees will be paid in accordance with the rules established for this purpose by the relevant professional association. The fee guidelines shall be considered as the maximum limit of the insurer's obligation. Disputes concerning the interpretation of these rules shall be referred to the competent committee at the bar association concerned.

The fees of the solicitor, when their intervention is mandatory, shall be paid in accordance with the schedule of fees or standard amount.

What happens in the event of a conflict of interest between the Insured and Línea Directa?

If at any time a conflict of interest arises between the Insured and Línea Directa, because both must defend opposing interests in relation to the claim, the Insurer will inform the Insured immediately, without prejudice to Línea Directa carrying out any urgent actions necessary to cover the defence, even if such a conflict exists.

In this situation, the Insured may choose between continuing with the legal representation assumed by Línea Directa or entrusting their defence to another person of their choice.

If the Insured chooses this second option, Línea Directa will assume the costs of this legal defence, up to the limit established in the General Conditions of the policy.

What is not covered

In addition to the general exclusions set forth in these General Terms and Conditions, the following shall not be covered under the policy's legal defence and claims coverage:

- 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.

3. Tele-vet with electronic prescriptions and emergencies

✓ Essential ✓ Comprehensive ✓ Comprehensive + Veterinary plan

What is covered

At the request of the Insured, veterinary advice will be provided online, via chat or video consultation on any aspect related to the health of the insured pet. This service includes:

✓ 1. Veterinary consultations and immediate guidance
- Veterinary guidance, triage and initial action guidelines.

✓ 2. Health, wellness and behaviour
- General care, education, handling, breeding and behavioural guidelines.
- Nutrition advice.

✓ 3. Preventive medicine
- Information on vaccination schedules, deworming and other preventive measures.

✓ 4. Clinical medicine
- Advisory consultations on dermatology, the digestive system, internal medicine and the musculoskeletal system.

✓ 5. Complementary clinical consultations
- Indicative interpretation of results.
- Second veterinary opinion.
- Referral for an in-person visit or diagnostic tests when necessary.
- Veterinary guidelines and treatments.

✓ 6. Electronic prescriptions

Issuance of electronic prescriptions for chronic diseases, ongoing or preventive treatments, and other cases at the discretion of the veterinary professional and in compliance with Royal Decree 666/23 and the Veterinary Code of Ethics.

In addition, the Insured has access to a telephone consultation and emergency service 24 hours a day, seven days a week, every day of the year. This service includes:

✓ 1. Veterinary consultations by phone

- Veterinary guidance, triage and initial action guidelines.

✓ 2. 24/7 veterinary telephone emergencies

- Veterinary telephone emergencies.

The online services (chat, video consultation and telephone service) are for guidance only and can in no case replace the onsite examination of the animal at a veterinary clinic or veterinary practice.



4. Pet assistance and accident expenses

✗ Essential | ✓ Comprehensive | ✓ Comprehensive + Veterinary plan

Concepts you should know:

Illness: for the purposes of this coverage, illness shall mean any alteration, minor or serious, of the normal functioning of the body or any of its parts due to an internal or external cause.

Accident: for the purposes of this coverage, accident shall mean any event or external phenomenon, beyond the control of the Insured, which is spontaneous and unforeseeable, and which accidentally causes the pet injuries or damage - including death - that can be assessed by a professional. It will be necessary, after the relevant veterinary examination, for the authorised professional to state in the report whether the injury to the pet originates from, or is a consequence of, an accident. Línea Directa will not consider as an accident, and consequently will exclude from coverage, those events whose origins or causes cannot be duly justified or proven in a veterinary report and which do not meet this definition of accident.

What is covered

Provided that the inclusion of this coverage has been expressly stated in the Special Conditions of the policy, and within the limits and conditions stipulated in these General Conditions, Línea Directa will cover:

✓ 1. Veterinary expenses in the event of an accident

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

✓ 2. Death due to accident or being run over

In the event of death or euthanasia due to an accident involving the pet owned by the Insured, Línea Directa will reimburse the amount shown on the corresponding purchase invoice or adoption certificate, up to a limit of €1,000, or it will pay compensation of €300 if no invoice is available.

For the provision of this coverage, a waiting period of 3 months from the date of commencement of the insurance shall apply.

✓ 3. Euthanasia expenses

In the event of an incurable illness or accident that, in the opinion of the vet, makes euthanasia of the pet owned by the Insured necessary, Línea Directa will pay the expenses arising from the euthanasia, up to a limit of €100 per year.

In the case of euthanasia due to an accident, a waiting period of 3 months is applicable from the date of commencement of the insurance and 6 months for euthanasia in case of illness.

✓ 4. Burial or cremation expenses

In the event of the pet's death due to illness, accident or being run over, making burial and/or cremation necessary, Línea Directa will pay the related expenses up to a limit of €100 per year.

✓ 5. Search expenses in case of loss or misplacement of the pet

In the event of the loss or disappearance of the pet owned by the Insured, Línea Directa will pay for the costs of press and radio advertisements to find it, and other means, up to a limit of €300 per insurance year.

✓ 6. Pet theft

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

✓ 7. Expenses from staying in kennels or a hotel due to illness

Línea Directa will refund the kennel and cattery costs of the pet owned by the Insured when the Insured is urgently hospitalised due to illness or accident and there is no other person to take care of the animal, with a limit of 300 euros per insurance year.

✓ 8. Expenses from staying in kennels or a hotel in the event of an accident

Línea Directa will reimburse the costs of residence for the pet owned by the Insured Party, when the home suffers a loss and becomes uninhabitable as a result of fire, theft or water damage, with a limit of €300 per year of insurance.

✓ 9. Trip cancellation due to the death of the pet

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

You should bear in mind that:

1. Activation of veterinary assistance services and veterinary expenses due to accidents

   To activate any veterinary payments included in the cover for Assistance and veterinary expenses due to accident, it will be an essential requirement that the Insured should first consult online or by telephone through Línea Directa's veterinary telehealth service, the purpose of which will be to assess and triage the pet's state of health. Failure to undergo this prior online or telephone consultation may result in the denial of coverage for related expenses, unless a justified life-threatening emergency is properly documented.

2. Animals covered:

   Only those pets that, at the time of taking out the policy, are between 3 months and 9 years of age for the Comprehensive Insurance and between 3 months and 15 years of age for the Comprehensive Insurance + Veterinary plan will be covered.

3. Waiting periods:

   A waiting period of 30 days from the policy inception date is established for the use of this coverage.

   In addition, for some payments under this coverage there are specific waiting periods:

   - Accidental death or running over A waiting period of 3 months from the date of commencement of the insurance shall apply.
   - Euthanasia of the pet:
     - In the event of euthanasia due to an accident, a waiting period of 3 months from the date of commencement of the insurance shall apply.
     - In the event of a euthanasia due to illness, a waiting period of 6 months from the date of commencement of the insurance shall apply.

4. Reimbursements:

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

   For the reimbursement of any expenses, it will be essential to present the corresponding original invoices and receipts, as well as a copy of the pet's updated health card.

What is not covered

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

✗ a) Illnesses transmitted by stings or bites of insects, mites, rodents or other mammals, as well as poisonings and intoxications derived from ingestion, inhalation, stings or bites.

✗ b) Claims arising from a specific activity of the animal related to shows, rescue, professional, sporting, commercial or industrial use, as determined by the regulations in force.

✗ c) Theft and loss of the pet.

✗ d) Any event for which coverage is contingent upon the completion of a prior online veterinary triage, when this requirement has not been met, except in duly justified life-threatening emergencies.

5. Veterinary health and welfare plan

✗ Essential | ✗ Comprehensive | ✓ Comprehensive + Veterinary plan

In order for this coverage to be applicable, it must be **expressly included in the Special Conditions of the Policy.**

What is covered

Within the limits and conditions stipulated in these General Conditions, Línea Directa covers:

✓ 1. Services included at no cost to the Insured:

The insured may access certain veterinary services and benefits free of charge, **solely at clinics in Línea Directa's partner network**, and applicable to both dogs and cats. To do this, **it is essential for the insured to identify themselves at the veterinary clinic as a Línea Directa client.**

The included benefits will cover the following procedures:

- In-person veterinary consultations **by prior appointment.**
- Specialist consultations: diagnostic imaging, cardiology, reproductive medicine, soft tissue surgery, ophthalmology and traumatology.
- Follow-up consultation and review of dressings.
- Preventive **annual** check-up.
- Preventive **annual** oral health check-up.
- Post-surgical check-ups and removal of stitches at the same centre where the procedure was carried out.
- Review and recommendation of deworming schedule.
- In-person emergency life-saving consultations 24/7, **provided they are duly authorised by a prior telephone veterinary consultation.**

- Annual rabies and tetravalent vaccination (does not include the stamp and/or tag).
- Other veterinary procedures expressly indicated as "free of charge" in the Services Annex to the Special Conditions of the policy.

The services indicated as included shall not require prior authorisation, except in cases of emergencies and shall not entail any direct payment by the Insured to the veterinary clinic, except in the cases of exclusion expressly provided for.

✓ 2. Added services at advantageous prices for the Insured

The Insured may also access, on advantageous economic terms, a selection of complementary veterinary services offered in the network of partner veterinary centres. The Insured shall pay the amount corresponding to such services directly to the veterinary centre.

What is not covered

The following items are expressly excluded from coverage:

✗ Consumables, medicines, serums, prostheses, orthoses, implants such as pins, meshes, plates, cerclages and fixators and semen doses and any other materials necessary for veterinary practice.

✗ Expenses derived from the official documentation requested by some autonomous communities after vaccination.

✗ Veterinary assistance provided by external professionals or in Centres other than those listed in the veterinary staff in the authorised network, as well as home veterinary assistance.

✗ Any diagnostic test that, due to its specificity, must be performed in a laboratory outside the assigned centre.

✗ Any act, intervention or service not expressly provided for in the services annex of the policy, which shall be subject to a private fee at the network's veterinary centre.

You should bear in mind that:

The rates applicable to the services added with advantageous prices may be consulted in the Annex attached to these General Conditions; and the Veterinary Staff, which lists the collaborating veterinary centres and professionals on the Línea Directa website/App or by telephone. All this information may be updated by Línea Directa at any time, through the recruitment or deregistration of veterinarians, professionals, veterinary offices, centres, clinics or hospitals and any other establishments that comprise it.

Línea Directa will in no case grant cash compensation or reimbursement for veterinary services not rendered as a substitute for the provision of veterinary care provided for in the policy. Veterinary Assistance coverage will be provided exclusively through Línea Directa's network of Veterinarians, such coverage being limited to Spain.

Common exclusions in all coverages

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 identifiable, 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 when derived from leaving animals loose or in a position where they may cause damage in public or private places with public access, especially in national parks, cattle grazing areas or other protected natural areas where they may cause damage to people, livestock or the natural environment.

e) 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.

f) All cases that are not expressly listed in this coverage.

g) Events occurring prior to the taking out of this insurance policy.

h) Incidents caused by bad faith on the part of the insured person.

i) The payment of compensation, fines or penalties, taxes or other charges of a fiscal nature and claims made by third parties is expressly excluded.

j) 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, parents, children and siblings, blood relatives, collateral relatives or related to the owner of the dog; nor the partners, managers, dependents and persons in charge of the dog.

k) Liability arising from a specific activity, show, rescue, production, professional, sporting, commercial or industrial activity of the Insured Party is excluded, as detailed in the current regulations, such as animals used in specific show, production 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 auxiliary hunting animals shall also be excluded.

Extraordinary risks (Insurance Compensation Consortium)

Compensation clause by the Insurance Compensation Consortium for losses arising from extraordinary events in insurances with combined coverages for injuries to people and property and Civil Liability on land motor vehicles.

In accordance with the provisions of the amended text of the Legal Statute of the Consorcio de Compensación de Seguros (Insurance Compensation Consortium), approved by Royal Decree Law 7/2004, of 29 October, the Policyholder of an Insurance Contract that must necessarily include a surcharge payable to the aforementioned public business institution, is empowered to agree to coverage of extraordinary risks with any Insurance Company that meets the conditions required by current legislation.

Compensation resulting from claims caused by extraordinary events occurring in Spain and affecting risks situated therein and also, in the case of personal injury, those occurring abroad when the Insured has their habitual residence in Spain, will be paid by the Consorcio de Compensación de Seguros (Insurance Compensation Consortium) when the Policyholder has paid them the relevant surcharges and any of the following situations occurs:

a) The extraordinary risk covered by the Consorcio de Compensación de Seguros (Insurance Compensation Consortium) or is covered by the insurance policy taken out with the Insurance Company.

b) Where, although covered by this insurance policy, the obligations of the insurance company could not be fulfilled through having been legally declared as bankrupt or subject to liquidation proceedings where the Consorcio de Compensación de Seguros (Insurance Compensation Consortium) intervenes.

The Consorcio de Compensación de Seguros (Insurance Compensation Consortium) will adjust their actions to the provisions of the Legal Statute, under Insurance Contract Law 50/1980 of 8 October, in the Regulation on Extraordinary Risks Insurance, approved by Royal Decree 300/2004 of 20 February, and supplementary provisions.

1. Extraordinary events covered

a) The following natural phenomena: earthquakes and tidal waves, extraordinary floods (including those caused by sea storms), volcanic eruptions, atypical cyclonic storms (including extraordinary wind gusts over 120 km/h and tornadoes), and falling astral bodies and meteorites.

b) Those violently caused as a result of terrorism, rebellion, insurrection, riot and crowd disturbances.

c) Acts or actions of the Armed Forces or Security Forces in peacetime.

d) Atmospheric and seismic events, volcanic eruptions, and falling astral bodies, will be certified, at the request of the Consorcio de Compensación de Seguros (Insurance Compensation Consortium), through reports issued by the State Meteorological Agency (AEMET), the National Geographic Institute and other public agencies competent in the matter.

e) In cases of events of a political or social nature, as well as in the event of damage caused by events or actions of the Armed Forces or Security Forces or Bodies in peacetime, the Consorcio de Compensación de Seguros (Insurance Compensation Consortium) may seek information about the events from the competent judicial and administrative bodies.

2. Excluded risks

a) Those that do not give rise to compensation under the Insurance Contract Act.

b) Those caused to property covered by an Insurance Contract, other than those where there is an obligatory surcharge payable to the Consorcio de Compensación de Seguros (Insurance Compensation Consortium).

c) Those due to improper use or defects of the item insured, or their apparent lack of maintenance.

d) Those caused by armed conflict, even if it is not preceded by the official declaration of war.

e) Those arising from nuclear energy, without prejudice to the provisions of Law 12/2011 of 27 May, on Civil Liability for nuclear damages or those produced by radioactive materials. Nevertheless, all direct damage in an insured nuclear facility are understood to be included, when they are the result of an extraordinary event affecting the actual facility.

f) Those due to the mere effect of the weather and, in the case of property wholly or partially submerged on a permanent basis, those attributable to the mere effect of waves or ordinary currents.

g) Those produced by natural phenomena other than those listed in section 1 a) above, and in particular those produced by a rise of the groundwater level, hillside movement, land slide or settlement, falling rocks and similar phenomena, except where these were clearly caused by the effect of rainwater that would have, in turn, caused an extraordinary flooding situation in the area and occurred at the same time as that flood.

h) Those caused by disturbances produced in the course of meetings and demonstrations held as provided in Organic Law 9/1983 of 15 July, regulating the right of assembly, as well as during the course of legal strikes, except when those demonstrations could be classified as extraordinary events under section 1 b) above.

i) Those caused by the bad faith of the Insured.

j) Those arising from disasters due to natural phenomena that cause damage to property or financial loss when the issue date of the policy or effective date, if later, does not precede seven calendar days from the date on which the incident occurred, except if previous contracting of the insurance is shown to have been impossible due to lack of insurable interest. This grace pe-

riod will not apply in the case of replacement or substitution of the policy, in the same or another entity, without interruption, except for the part that was subject to increase or new coverage. Nor will it apply to the part of the insured capital resulting from the automatic revaluation indicated by policy.

k) Those corresponding to accidents that occurred before the first premium payment or when, in accordance with the provisions of the Insurance Contract Act, coverage from the Consorcio de Compensación de Seguros (Insurance Compensation Consortium) is suspended, or the insurance is cancelled for non-payment of premiums.

l) In the case of property damage, indirect damage, or losses arising from direct or indirect damage, other than the pecuniary losses defined as compensable by the Extraordinary Risk Insurance Regulations.

m) In particular, this coverage does not include loss or damage suffered as a result of cutting or altering the external supply of electricity, fuel gas, fuel oil, diesel oil or other fluids, or any other indirect damage or losses other than those mentioned above, even if these alterations result from a case included in the extraordinary risk coverage.

n) Accidents which due to their magnitude and severity are described by the Government of the Nation as a “disaster or national calamity”.

o) In the case of Civil Liability on land motor vehicles, personal injuries resulting from this coverage.

3. Excess

1. The excess payable by the Insured shall be:

a) In the case of direct damage, in insurance against damage to things, the excess payable by the Insured shall be seven percent of the amount of compensable damage caused by the incident. Nonetheless, no deduction shall be made for any excess for damage affecting housing, communities of home owners, or vehicles that are insured by auto insurance policy.

b) In the case of diverse pecuniary losses, the excess payable by the Insured shall be the same under the policy, in time or amount, for damages produced as a consequence of ordinary claims of lost profits. If there are different excesses to cover ordinary claims for loss of profits, the provided excesses will be applied for main coverage.

c) Where a policy establishes a combined excess for damage and loss of profits, the Consorcio de Compensación de Seguros (Insurance Compensation Consortium) will settle the property damage with a deduction of the corresponding excess by applying that which is provided for in the previous section a), and the loss of profits produced with deduction of the excess agreed upon in the policy for main coverage, reduced in the excess applied to the liquidation of property damage.

2. In personal insurance there will be no excess deduction.

4. Extension of coverage

1. Coverage of extraordinary risks will include the same people and property, as well as the amounts insured in the insurance policy for the purposes of ordinary risk coverage.

2. Notwithstanding the above:

a) In policies covering damage to motor vehicles, the extraordinary risk coverage by the Consorcio de Compensación de Seguros (Insurance Compensation Consortium) will guarantee the entirety of the insurable interest even if the ordinary policy only does partially.

b) Where vehicles only have a Civil Liability policy on land motor vehicles, the extraordinary risk coverage by the Consorcio de Compensación de Seguros (Insurance Compensation Consortium) will guarantee the vehicle's value in the state immediately preceding the occurrence of the accident according to the generally accepted market purchase prices.

c) In life insurance policies that, according to the provisions of the Contract and in accordance with the regulations of private insurance, generate a mathematical provision, the coverage of the Consorcio de Compensación de Seguros (Insurance Compensation Consortium) will refer to the capital at risk for each Insured, i.e. the difference between the amount insured and the mathematical provision that the Insurance Company that issued it should have provided. The amount corresponding to the mathematical provision will be paid by the above insurance company.

5. Communication of Damage to the Consorcio de Compensación de Seguros (Insurance Compensation Consortium)

The application for compensation for damages whose coverage corresponds to the Consorcio de Compensación de Seguros (Insurance Compensation Consortium): will be communicated by the Policyholder, the Insured, or the policy beneficiary, or by anyone acting for and on behalf of the above, or the insurance company or the insurance intermediary with whose intervention the insurance will be handled.

Communicating the damage and obtaining any information related to the procedure and the state of handling claims may be done:

- By calling the Call Centre of the Consorcio de Compensación de Seguros (Insurance Compensation Consortium): +34 900 222 665 or +34 952 367 042.
- Through the website of the Consorcio de Compensación de Seguros (Insurance Compensation Consortium): www.consorseguros.es.

Assessment of damage: The assessment of damage arising from extraordinary events will be made by the Consorcio de Compensación de Seguros (Insurance Compensation Consortium), without this being bound by assessments, if any, made by the insurance company covering ordinary risks.

Payment of indemnity: The Consorcio de Compensación de Seguros (Insurance Compensation Consortium) will make the compensation payment to the insurance beneficiary by bank transfer.

Other aspects you should know

1. Legal framework

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.

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.

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.

Territorial scope

The cover in this insurance is extended and limited:

A) The "Pet Civil Liability" cover in this insurance extends to the countries of the European Union, United Kingdom and Andorra, provided that the stay does not exceed three months.

B) For the rest of the coverages contained in these General Conditions, the territorial scope only covers events occurring in Spain, subject to Spanish law and courts.

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.

Limitation period

Actions arising from the insurance contract will expire two years after they can be exercised.

2. Policy Conditions

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 time 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.

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.

Aggravation of risk

If, during the term of the contract, changes or alterations occur in the factors and circumstances declared by the policyholder when taking out the policy which entail an aggravation of the risk and are such that, had they been known to Línea Directa when the contract was concluded it would not have been entered into or would have been concluded on more onerous terms, such circumstances must be notified to Línea Directa as soon as possible.

Powers of Línea Directa in the event of increase of the risk

Línea Directa may propose changes to the contract conditions if, within 2 months from being notified of the increased risk, it deems it necessary. **The insurance policyholder has 15 days from receipt of this proposal to accept or reject it.**

If the policyholder does not respond or rejects the proposal, Línea Directa may cancel the contract, after notifying the policyholder and giving a further 15 days to respond. If, after this new period, no response is received, Línea Directa will notify the final cancellation within the following 8 days. In addition, Línea Directa may cancel the contract in writing within one month, counting from the day it becomes aware of the increased risk.

If a claim occurs and the increased risk has not been notified, Línea Directa will be released from payment if the policyholder or insured acted in bad faith. In all other cases, the compensation will be reduced in proportion to the difference between the agreed premium and the premium that would have been paid had the real risk been known.

Payment of premium

The premium is a one-time payment for the entire insurance period.

The Policyholder is obliged to pay the premium once the Contract has been concluded in accordance with the section relating to the conclusion of the contract in these General Conditions.

If, due to the Policyholder's fault, the premium has not been paid, Línea Directa has the right to terminate the Policy or to demand payment of the premium due by enforcement proceedings. **Línea Directa will be relieved from its obligation, if the premium is not paid before the accident occurs.**

Línea Directa will apply a surcharge of €5 for the cost of returning the payment.

The premium must be paid by the direct debit system, credit card, or any other means that both parties expressly allow 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, holder and expiry date details, 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 the premium in case of direct debit will be the account named by the Policyholder on taking out the Policy. If paying by credit card, the account held with the card issuer.

Transfer of the insured dog or cat

In the event of the transfer of the insured pet, the acquirer is subrogated, at the time of transfer, to the rights and obligations under the insurance contract that corresponded to the previous owner.

The insured is obliged to notify the acquirer in writing of the existence of the insurance contract for the pet sold. Once the transfer has been verified, it must also be notified in writing to the insurer or its representatives within the period of 15 days.

The acquirer and the previous owner or, if the latter has died, their heirs, shall be jointly responsible for payment of premiums due at the time of transfer.

Línea Directa may terminate the contract within 15 days following the date on which it becomes aware of the verified transfer. Once it has exercised its right and notified the acquirer in writing, Línea Directa remains obliged for a period of one month after notification. Línea Directa must refund the part of the premium corresponding to insurance periods for which, as a result of the termination, it has not borne the risk.

The acquirer of the insured item may also terminate the contract if they notify the insurer in writing within 15 days, counting from when they became aware of the contract's existence.

In this case, Línea Directa acquires the right to the premium corresponding to the period that would have begun when the termination occurs.

What is set out in the preceding paragraphs shall apply in the event of the death of the policyholder or the insured and, if either of them is declared insolvent, in the event of the opening of the settlement phase.

3. Action 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.

4. Right of recourse

Línea Directa may claim from the insured the amount of the payments it has had to make as a result of direct action being taken by the injured party or their beneficiaries, when the damage caused to the third party is due to wilful misconduct by the insured. Línea Directa may likewise claim for damages caused to it by the insured and/or the policyholder in the cases and situations provided for in the policy and demand reimbursement of the payments it may have had to make to third parties injured by losses not covered by the insurance.

5. Subrogation

Once the payment has been made, Línea Directa may exercise the rights and actions which, due to the claim, would correspond to the insured against the persons liable, up to the limit of the payment.

The insurer may not exercise, to the detriment of the insured, the rights to which it has been subrogated. The insured shall be liable for any damage which, by their acts or omissions, they may cause to the insurer in its right of subrogation.

The insurer shall not have the right of subrogation against any of the persons whose acts or omissions give rise to the liability of the insured, in accordance with the law, nor against the party in breach who is, in relation to the insured, a direct or collateral relative within the third civil degree of consanguinity, an adoptive parent or adopted child living with the insured. But this rule shall not apply if the liability arises from malice or if the liability is covered by an insurance contract. In the latter case, the subrogation shall be limited in scope in accordance with the terms of that contract.

In the event of the insurer and the insured both claiming against a liable third party, any recovery obtained shall be divided between them in proportion to their respective interests.

6. General communications

All communication between the Policyholder, Insured 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 Special Conditions, 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, 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 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 shall provide Línea Directa with the details and/or identification passwords as requested for security purposes. Notifications given by the Policyholder to the insurance agent mediating, or who has mediated in the Contract, will have the same effect as if they had been given directly to Línea Directa.

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

7. Enquiries and complaints. Customer ombudsman. Procedure followed

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.

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. Línea Directa will be bound to what is decided by the Customer Ombudsman, provided that the sum claimed does not exceed €60,101.21.

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



linea directa

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