

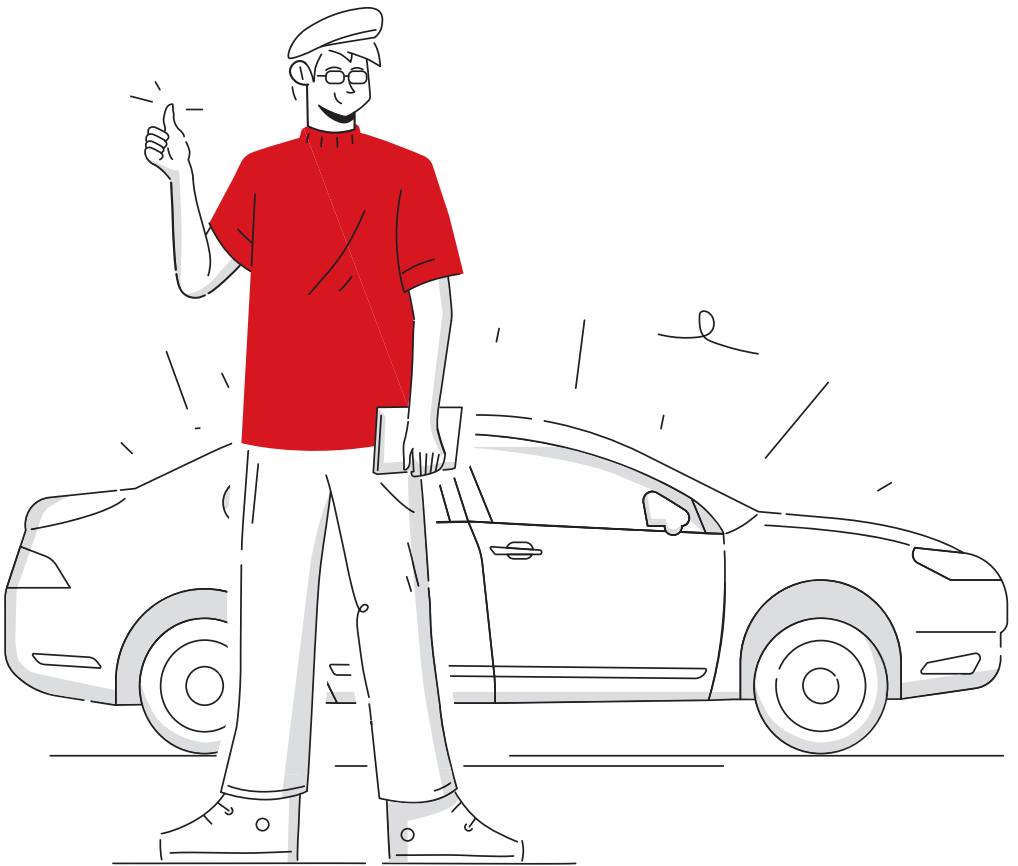
All you require
for your peace of mind
and safety.

General Conditions - Car Insurance



linea directa

Car 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 Development Regulations (Royal Decree 1060/2015, of 20 November, on the management, supervision and solvency of reinsurance companies), by Law 22/2007 of 11 July, on distance marketing of financial services to consumers, Law 26/2006, of 17 July, on private insurance and reinsurance mediation, by the amended text of the Law on Civil Liability and Insurance in the Circulation of Motor Vehicles, by the regulations it contains, and by the terms of the Policy itself and any future standards that may replace or amend the ones listed here, or which may be applicable. Control of **The Insurer'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.

3 EXPIRY

Actions to enforce rights arising from the Policy expire after 2 years in damage insurance and 5 years in personal insurance, with respect to the time when such actions may be exercised.

I.2. Insurance Terms

ACCESSORIES

These are those items that can be added to the vehicle voluntarily and are not essential for its operation.

ORIGINAL ACCESSORIES FOR THE MAKE

These are those contained in the official catalogue for the make.

FIXED ACCESSORIES

Immovable accessories are those that require a special tool for removal. Tyres are in any case deemed to be fixed accessories.

Fixed accessories that are original car make accessories will be covered by own damage, theft and fire classes without having to be expressly stated in the Special Conditions. **To proceed to their compensation it will be necessary to submit an invoice recording their installation.**

All other accessories must be declared to be covered.

INSURED

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

BENEFICIARY

Natural or legal person who, upon designation by the insured, is the person entitled to compensation. In the absence of any designation at the time of the accident, the legal heirs of the insured will be considered as such.

GREEN CARD

International Certificate of Insurance attesting to the procurement of Mandatory Liability Insurance (II.1.1). Its use is required to travel abroad, except in the countries of the European Union, Iceland, Norway, Croatia, Andorra and Switzerland.

INSURANCE COMPANY

Company that assumes coverage of the types set out in the Special Conditions, in this case, [Línea Directa Aseguradora, S.A., Insurance and Reinsurance Company](#).

DRIVER

Person legally empowered to do so and who, with the permission of the holder, owner or possessor of the vehicle, drives it or has it in their custody or responsibility at the time of the accident. **It is understood that the vehicle is driven only by the person or people designated in the Special Conditions, the premium being calculated on the basis of their characteristics.**

MATERIAL DAMAGE

Loss or damage to things or animals.

PERSONAL INJURY

Bodily injury or death caused to a natural person.

EXCESS

Fixed amount for each claim, and as agreed in the Policy for each of the voluntary types

procured, that the insured must pay. The Excess does not apply to the cover for theft, fire, glass, own damage caused by animals, nor to the accessories declared. The deductible does not apply to Compulsory Third-Party Liability Coverage.

TRAFFIC INCIDENTS

Those arising from the risk created by driving motor vehicles both in garages and car parks, and on public and private roads or land suitable for driving, both urban and interurban, as well as on roads or land that while not being as suitable are of common use.

FIRE

Combustion and burning with a flame, capable of spreading from one object or objects that were not intended to be burned wherever and whenever this occurs.

PERMANENT DISABILITY

Any permanent loss of an anatomical, psychological or physiological structure or function. Regardless of the age, profession or situation of the individual.

[Línea Directa](#) will qualify disability according to the scale contained in the Policy, without any relation to the types of permanent disability established by Social Security, although its terms may overlap in some cases. To avoid confusion or misinterpretation, compensation factors or Table VI of the Scale for the Law on Civil Liability and Insurance in the Circulation of Motor Vehicles do not apply, or any provisions that modify or replace them.

CHANGES TO THE VEHICLE

Any change with respect to when the vehicle left the factory that affects its stability, power, structure, body or paint.

POLICY

It is the document containing the conditions governing the insurance.

The following form an integral part of the Policy:

- **The General Conditions**, which include all the general clauses in the type of cover.
- **Special Conditions** that individualize the risk.
- **The Supplements, Appendices and Updates** added to the Policy to complement or modify it.
- **Special Conditions** that modify the General Conditions.

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 the 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 technical conditions of the institution, and based on 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**.

EXPERT PROCEDURE

In accordance with the provisions of Article 38 of the Insurance Contract Law, if the parties fail to reach an agreement within 40 days from the statement of claim on its causes, or assessment of damage affecting the compensation, each party

shall appoint an expert, which must be evidenced by written acceptance.

If one party has not made the appointment, they will be required to do so within 8 days after the date it is required by the party that had appointed theirs. Failure to do so within this period shall be understood as accepting the expert opinion issued by the other party.

Where the experts reach an agreement, it will be reflected in a joint document, which shall record the causes of the loss, the assessment of damage, other circumstances affecting the determination of compensation, depending on the nature of the insurance in question, and the net proposed amount of compensation.

When there is no agreement among the experts, both parties will agree to and appoint a third expert. In the absence of this, proceedings may be set in motion in the manner provided for in the Voluntary Jurisdiction Act or in notarial legislation. In these cases, the expert opinion will be issued within the period indicated by the parties or, failing that, within 30 days following the acceptance of appointment by the third expert.

Each party will meet its expert's fees, and those of the third party and other expenses incurred by the expert appraisal will be shared.

OWNER

Natural or legal person that is listed as the owner of the vehicle in the records of the relevant Official Bodies.

RECEIPT

Document proving the payment of the premium or fraction thereof. The above

will include identification of the insurance company, the registration number, the period of coverage and an indication of mandatory insurance coverage.

PROPORTIONAL RULE

In the cases mentioned in the law, **Línea Directa** may reduce its service in proportion to the difference between the premium agreed and that which would have applied had the true nature of the risk been known. This rule does not apply at any time to Compulsory Third-Party Liability Coverage.

CLAIM/ACCIDENT

Event produced by a violent, sudden cause that is beyond and unrelated to the insured's intentions and whose harmful economic consequences are covered by the Policy.

All bodily and material damage resulting from the same cause and produced at the same time, constitutes a single claim.

POLICYHOLDER

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

VALUE AS NEW

Purchase price at official authorized dealer of the same model of vehicle insured as new, including taxes and surcharges and discounts, either due to promotion or any special offer that the beneficiary of the compensation may obtain.

If the vehicle model is no longer marketed, the value as new will be considered to be the one of the model that has replaced it and with the engine and standard accessories that are most similar to the insured vehicle.

MARKET VALUE

Market value of the vehicle immediately before the occurrence of the accident, as determined in the Ganvam newsletter or, failing this, statistical guidelines for use.

INSURED VEHICLE

The one corresponding to the registration number specified in the Special Conditions.

MOTOR VEHICLE

Any vehicles that must have the mandatory liability insurance for driving motor vehicles under current regulations.

I.3. Policy Conditions

Article 1. Purpose

The purpose of this Policy is to insure the risks arising from traffic incidents, according to the types and limits agreed in the Special and General Conditions.

Article 2. Completion and effective date

The Contract is perfected by the consent of both parties expressed by telephone or on-line, without prejudice to the obligation of the policyholder to return the Policy sent to **Línea Directa** duly signed within 15 days of its receipt.

Línea Directa will be released from its obligation, if the first premium has not been paid due to a fault of the insured, before the accident occurs.

RIGHT OF WITHDRAWAL

The policyholder can unilaterally terminate the Contract with respect to voluntary coverage within 14 days after receipt of these contract conditions, provided that no accident has occurred. 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. If the insured vehicle is transferred, the Contract will not be extended.

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 case of disappearance of the risk due to total write-off or total loss, all the guarantees of the Policy will be terminated.

In the event that, with no liability of the opposing party in the claim, the insured repairs the vehicle declared as a total write-off, the Policy will only remain in force with the guarantee of mandatory liability.

Article 4. Territorial scope

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

- Types of Civil Liability (II.1.1, II.1.2, II.1.3), types of Vehicle (II.2.1, II.2.2, II.2.3, II.2.3 A, II.2.3 B, II.2.4) and Occupants (II.3.): countries within the scope of the Green Card.
- Type of Legal Defence and Damage Claim (II.4.): Spain and claims occurring in Spain and Green Card member countries, **provided that those involved are normally based in the European Economic Area countries.**

Article 5. General Communications

All communications between the policyholder, insured or beneficiary, or the contact person and **Línea Directa**, which may take place as a result of this policy, may occur by telephone, mail or email, SMS, Fax or any other means agreed in the Special Conditions, without prejudice to either party requesting a written confirmation.

When **Línea Directa** communications are in writing, they will be sent to any of the addresses provided by the policyholder. 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.

Línea Directa can record conversations held with policyholders, insured persons, contacts or any other person that calls

Línea Directa telephone numbers. These recordings may be used as evidence for any claims that may arise between the parties, as well as for checking the quality of services provided by **Línea Directa**.

The Policyholder will inform any telephone users of this ability to record the conversation and what it is for. The caller may ask **Línea Directa** to provide copies of the content of the conversations recorded between the two.

For any queries, changes or matters related to the Policy, the insured or contact person must provide **Línea Directa** with a series of identifying details requested for security reasons. **Línea Directa** may, at the request of the policyholder, establish passwords to access the Policy.

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

Article 6. Statements on risk

The policyholder has the duty, before the completion of the Contract, to declare to **The Insurer**, according to the questionnaire that the latter submits to them by telephone or electronically, all the circumstances known to them that may influence the risk assessment.

The statements made by the policyholder in response to the questionnaire by telephone or by electronic means are set out in the Special Conditions document which are 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. Veracity of Statements

Línea Directa may terminate the Policy by writing to the policyholder within one month following knowledge of the reservation or inaccuracy in the statements made by the latter.

From the moment that **Línea Directa** makes this statement, premiums for the current period will remain its property unless there is intent or gross negligence on its part.

If the incident occurs before **Línea Directa** has made the statement referred to above, the payment will be reduced by the same proportion that exists between the premium agreed in the Policy and the one corresponding according to the true magnitude of the risk. This rule does not apply at any time to Compulsory Third-Party Liability Coverage.

When the lack of communication or inaccuracy occurs through the intent or gross negligence of the policyholder, **Línea Directa** will be relieved from making payment, except in cases of Mandatory Civil Liability Insurance cover.

Article 8. Decreased risk

The policyholder or the insured may, during the course of the Contract, notify **The Insurer** of any circumstances that reduce the risk and are of such a nature that if this had been known at the time of the completion of the contract, they would have concluded it on more favourable terms.

In this case, at the end of the current period covered by the premium, the amount of future premiums should be reduced by the corresponding proportion, the policyholder otherwise being entitled to terminate the contract and refund the difference between the premium paid and what they would have paid from the time the decreased risk was communicated.

Article 9. Aggravation of risk during the contract period

During the term of the contract, the policyholder or the insured must inform **The Insurer** as soon as possible of any change in the factors and circumstances declared in the questionnaire submitted to **The Insurer** that may aggravate risk, and are of such a nature that **The Insurer** would not have entered into the contract if they had known about them or would have applied more stringent conditions to the contract.

Among the possible aggravating circumstances are the subjective conditions of the driver, the characteristics of the insured vehicle, the use for which it is intended and the geographical area in which it normally circulates. This list is indicative and does not claim to be exhaustive.

Article 10. Powers of The Insurer with respect to the aggravation of risk

The Insurer may propose a modification of the conditions of the contract within 2 months, counting from the date when the aggravation was declared to it. In this case, the policyholder has 15 days from receipt of this proposal to accept or reject it. In case of rejection or silence by the policyholder, **The Insurer** may, after that period, terminate the Contract upon notice to the policyholder, giving them a further period of 15 days to answer, after which and within the following 8 days they will notify the policyholder of the final termination.

The Insurer may also terminate this Contract by giving written notice to the insured within one month from the date they learned of the aggravation of risk.

If a claim arises without any aggravation of risk having been declared, **The Insurer** is relieved of payment if the policyholder or the insured has acted in bad faith. Otherwise, the payment by **The Insurer** shall be reduced in proportion to the difference between the premium agreed and that which would have applied had the true nature of the risk been known. This last paragraph shall not apply to compulsory civil liability cover.

Article 11. Sale of vehicle

If the insured transfers the vehicle that is the object of the Contract they must notify **Línea Directa** in writing within a maximum period of 15 days following the transfer,

giving the details of the purchaser, all the guarantees of the Policy being cancelled. However, any Compulsory Third-Party Liability Coverage in place will not be terminated.

Article 12. Payment of premium

The policyholder is obliged to pay the first premium once the Contract is completed pursuant to Article 2 of these General Conditions. Subsequent premiums or fractions shall be paid on their respective maturity dates.

If the policyholder is responsible for not paying the first premium or fraction thereof, **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 €15 for the cost of returning receipts.

In case of non-payment of one of the following premiums or any fraction thereof, all cover will be suspended one month after its expiration date, with **Línea Directa** reserving the right to terminate the Contract. If **Línea Directa** has not terminated the Contract or claimed the premium or fraction thereof within 6 months after the default, the Contract shall automatically lapse. Additionally, **Línea Directa** may suspend any benefit from deferment of payment.

If the Contract is not terminated in accordance with the above, the coverage will take effect again 24 hours after the date on which the policyholder paid the premium.

In the event that the object of the insurance disappears before the maturity date of the Policy, the policyholder is obliged to make the fractioned payments that remain until this maturity.

Article 13. Payment method

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 14. Communications in case of accident

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

Article 15. Actions in case of accident

The insured must use all means at its disposal to mitigate the consequences of the accident. 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.

If this failure was deliberate and with intent to prejudice or deceive **Línea Directa**, the latter shall be relieved of any payment arising from the accident.

The insured must also preserve the remains and traces of the accident until after the assessment of damage, except in cases of justified material impossibility.

1.5. Obligations of **Línea Directa**

Article 16. Payment of compensation

Línea Directa is required to pay immediate compensation at the end of the investigations and surveys necessary to verify the existence and scope of the claim and, where applicable, the amount of damage resulting from this.

Within 40 days of receipt of the statement of claim, **Línea Directa** will in any case pay the minimum amount which may be due, according to the circumstances known by it.

The Insurer will be understood to be in default when it has not performed the

service within three months after the occurrence of the loss or it has not paid the minimum amount owed within forty days following receipt of the statement of claim. In this case the provisions of Article 20 of the Insurance Contracts Act ('Ley de Contrato de Seguro') shall apply.

Article 17. Communications in case of rejection of the claim

When **Línea Directa** decides to reject a claim based on the rules of the Policy, it shall notify the insured in writing within 10 days from the date on which it has knowledge of the underlying causes for the rejection, stating the reasons for the above.

If rejection of a claim is applicable after having made any payments for this or after having guaranteed its consequences, **Línea Directa** may charge the insured for those amounts paid or by virtue of any guarantee provided that it has paid.

II. Types

II.1. Types of Civil Liability

II.1.1. Mandatory Civil Liability Insurance

Article 18. Scope

a In this type of contract, binding on all owners of motor vehicles, **Línea Directa** guarantees, up to the current legal limits, the obligation to compensate arising from traffic incidents involving the vehicle and any that result in bodily injury and/or material damage.

b The rights and obligations of this coverage are defined and governed by the amended text of the Law on Liability and Insurance in the Circulation of Motor Vehicles and the Regulations that develop it in the Insurance Contract Law and the General and Special Conditions of this Policy.

c In the case of injury to people, **Línea Directa** will only be exempt from this obligation if it is proved that this was due solely to the conduct or negligence of the injured party or to force majeure unrelated to the driving or the functioning of the vehicle; defects in the vehicle or breakage or failure of any of its parts or mechanisms shall not be considered to be cases of force majeure.

d In the case of damage to property, **Línea Directa** guarantees, within the limits of the mandatory insurance, the amount of damage for which the driver is liable to third parties, as provided in Articles 1902

and related provisions of the Civil Code and 109 et seq. of the Penal Code and the provisions of the amended text of the Law on Liability and Insurance in the Circulation of Motor Vehicles and its Regulations.

Article 19. Exclusions

This mandatory coverage will not include:

a Any damages caused by injury or death of the driver of the vehicle causing the accident.

b Damage to the insured vehicle, for the things carried in it and property owned by the policyholder, insured, owner, driver, and that of the spouse or relatives within the third degree of consanguinity or affinity of the above.

c Damage to people and property caused by a stolen vehicle, solely taken to be the conduct defined as theft and taking without the owner's consent in the Penal Code, respectively. All this without prejudice to compensation payable by the Insurance Compensation Consortium.

d Damage not caused by traffic incidents.

Línea Directa may not enforce any other exclusion of the Compulsory Third-Party Liability Coverage against the injured party, whether agreed or otherwise, other than those set out in paragraphs a), b), c), d) above.

The Insurer may not enforce the existence of deductibles against the injured party.

The Insurer may not enforce non-use of the accident report against the injured party, nor against the policyholder, the driver or the owner.

II.1.2. Voluntary Civil Liability Insurance

Article 20. Scope

This type is in addition to mandatory insurance and only covers compensation whose amount exceeds coverage and up to the limit agreed in the Special Conditions.

Damage to third parties caused by trailers and/or caravans are covered when the following conditions are met:

- The maximum permitted weight of the trailer or caravan does not exceed 750 kg.
- The registration number of the trailer or caravan coincides with the vehicle registration number.
- The trailer is attached to the vehicle at the time of the accident.

Article 21. Exclusions

In addition to the exclusions from mandatory insurance coverage and in the general conditions contained in Article 48 of this Policy, the following are specifically excluded for this type:

- a** Contractual liability.
- b** The payment of fines or penalties and the consequences of non-payment.
- c** Personal and material damage caused to the insured, policyholder, driver and vehicle owner.
- d** Personal and material damage caused to the employees of the people whose

liability is covered by this Policy in those accidents that are recognized as occupational accidents.

II.1.3 General Conditions for both types of Civil Liability

Article 22. Claims

The insured may not, without authorization from **Línea Directa**, negotiate, accept or reject any claim relating to accidents covered by the Policy.

Article 23. Power of compromise

Línea Directa may reach compromises at any time with injured parties regarding the amount of compensation claimed by them within the limits of coverage under this Policy.

Article 24. Línea Directa Payments

Within the limits set out in the Policy, the following will be borne by **Línea Directa**:

- a** Payment to the injured parties or their dependants of the compensation arising from the liability of the insured or the driver, according to the types procured.
- b** The provision of any bonds which may, because of liability, be required by the courts of the insured or the driver.
- c** Legal representation with respect to the claim of the injured party, including the costs that this entails, appointing barristers and lawyers who will defend and represent the insured in legal proceedings pursued in liability claims covered by this

Policy, and will do so even when the claims are unfounded.

The insured must provide the assistance needed with respect to the legal representation by **Línea Directa**.

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. If **Línea Directa** considers an appeal inadmissible, it shall notify the insured, the latter being free to appeal on their exclusive account and the former being required to reimburse the legal costs and those of a solicitor and lawyer in the event that such an appeal is successful, with the limits established in the Special Conditions.

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 such circumstances, without prejudice to taking legal procedures that, due to their urgent nature, are necessary for the defence. In these cases, the insured may choose to entrust their defence to another qualified person, whose expenses will be paid by **Línea Directa** with the limits established in the Special Conditions.

Article 25. Duty of information

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. In case of any violation of this duty, the loss of entitlement to com-

pensation will only occur in the event that intent or gross negligence was involved, in which case, if **Línea Directa** had made any payments or was obliged to make them, it could claim reimbursement of these from policyholder or the insured.

II.2. Vehicle types

II.2.1. Theft of vehicle

Article 26. Scope

In this type **Línea Directa** guarantees compensation for damage and/or loss of the vehicle as a result of its illegal removal or any attempt at this.

Article 27. Specific exclusions in this type

This type does not cover:

- a** Acts of vandalism.
- b** The effects of the accident when there has been gross negligence by the insured, the policyholder or dependants or people who live with them.
- c** The effects of the accident if the keys or any device that serves to open or operate the vehicle have not been withdrawn from it.
- d** The theft of accessories that are not expressly stated, and that must be in order to be covered, according to the definition of these stated in this Policy.

Article 28. Reporting and payment of compensation

a Report: The insured is obliged to inform the Authorities about the theft of the vehicle or its accessories when they were insured, providing **Línea Directa** with a copy of the report.

b Deadlines for payment of compensation: **Línea Directa** will have 30 days to make any investigations it considers appropriate. After this time it will determine the amount of compensation.

c Recovery: If the stolen vehicle is recovered within 30 days, the insured shall be obliged to accept its return, after repairing any possible damage, which shall be borne by **Línea Directa**.

d If recovery occurs in a longer period, the vehicle will remain the property of **Línea Directa**. If the insured wishes to recover the vehicle, they must repay the compensation received, which **Línea Directa** is obliged to offer to the insured and to return it provided they state their acceptance within 15 days of the offer.

e The Insured agrees to sign within 15 days, following the notice given to them, any documents that are necessary for the transfer of ownership to **Línea Directa** or a third person designated by the latter.

II.2.2 Fire, Explosion and Lightning

Article 29. Scope

In this type, **Línea Directa** guarantees compensation for damage that may occur

to the vehicle resulting from fire, explosion and lightning.

II.2.3. Damage to own vehicle

Article 30. Scope

In this type **Línea Directa** covers any damage that may occur to the vehicle in the event of an accident.

II.2.3A. Damage to own vehicle through direct collision with an identified vehicle

Article 30.1. Scope

In this type **Línea Directa** guarantees, in the event of an accident, any damage that the insured vehicle may suffer as a result of a direct collision with another identified motor vehicle in connection with a traffic related incident.

Conditions for providing this coverage:

- The existence of an identified opposing party and their involvement in the accident must be proven, the insured having to provide **Línea Directa** with evidence regarding the circumstances of the accident. **Damage caused to the insured vehicle is specifically excluded in the event that the existence of an identified opposing party or their involvement in the accident is not established.**
- The vehicle should be repaired at a **Línea Directa** partner garage. This condition does not apply when the opposite vehicle is at fault and the insurance company of the latter has reliably notified the agreement to pay.

- If applicable, the insured must pay the excess procured in the Policy.

II.2.3B. Damage caused by animals

Article 30.2. Scope

In this type **Línea Directa** covers, in the event of an accident, any damage that the insured vehicle may suffer as a result of an impact or collision with, or by running over, an animal on the road.

Condition for the provision of this coverage: there must be a report from the competent authority.

Exclusions:

Damage caused to the insured vehicle without the existence of a statement by the competent authority is not covered under this type.

II.2.4. Broken Windows and Windscreens

Article 31. Scope

In this type, **Línea Directa** guarantees in the event of an accident, and only when it has suffered damage that is repairable or, if it is unusable, repair or replacement and installation of the following vehicle items:

- Front windscreen.
- Rear window.
- Side windows.
- Sunroof when it is the original brand.

In the event of failure to repair or replace damaged parts, **The Insurer** shall not pay

any compensation with respect to this guarantee.

Article 32. Specific exclusions in this type

The following damage is not covered by this type:

- a** The effects of scratches, nicks, chips and other causes leading to simple aesthetic defects.
- b** Any damage or breakage of headlights, side lights, indicators, mirrors, or any other object in the insured vehicle that is made of glass, synthetic material or transparent plastic.
- c** Any damage from the parts or windows of the trailer that may be included in the Policy.

II.2.5 Exclusions common to vehicle types

Article 33. Exclusions

In addition to those specified in Article 48, the following is excluded:

- a** The repair or replacement of tyres due to punctures, blowouts or natural wear and those claims for which the only thing affected are the tyres, except in case of theft.
- b** Damage or theft involving undeclared accessories and which, according to the definition in this Policy, should be declared for coverage.
- c** Any depreciation that the vehicle may suffer as a result of repair after an accident.

d Damage caused by objects carried and any that occurs in their loading and unloading.

e Subsistence expenses incurred through any delay attributable to the insured in the removal of the insured vehicle from the garage where it is located for repair, or from the pound it has been sent to by the competent authority.

II.2.6. Claims settlement rules for vehicle types

Article 34. Assessment of compensation

The following rules will be taken into account for settlement of compensation:

a **Excess:** The Excess procured in the Policy will be deducted from the repair or compensation in the Policy, except in cases where the claim only affects guarantees of theft, fire, windows, damage caused by animals, or accessories declared according to the definition in this Policy.

b **Tyres:** Will be compensated for 80% of their value as new, except in cases of an accident with another identified vehicle, in which they will be compensated for 100%.

c **Declared accessories:** Will be compensated at value as new and up to the limit guaranteed by the Special Conditions of the Policy.

d **Original brand fixed accessories:** Will be compensated based on their value as new, with this affecting the Excess, except in theft coverage.

e **Partial loss:** 100% of the cost of repairing the vehicle is compensated.

f **Total write-off:** Línea Directa will consider a total write-off to exist when the amount estimated for the repair exceeds 100% of the market value of the vehicle.

In this case, the owner of the insured vehicle shall be paid compensation according to the time elapsed from the date of its first registration, from which the value of the wreck will be deducted when it remains in the possession of the insured, and is calculated as follows:

- During the first 24 months: Value as new.
- From month 25 to month 36 (inclusive): Market value plus 15%.
- From month 37 (inclusive) onwards: Market value.

g **Payment of repairs and enforceability of invoices:**

- When Línea Directa pays garages for repairs, the invoices must be in their name.
- When payment of compensation is agreed, the insured must as a prerequisite submit invoices for repair of the damage. In this case, if the vehicle is owned by a legal entity the Value Added Tax will not be paid.

Article 35. Right of recourse

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

a Against the driver, the vehicle owner responsible and the insured, if the

material damage and personal injury caused was due to driving under the influence of alcohol or toxic drugs, narcotics or psychotropic substances.

- b** Against the driver, the vehicle owner responsible and the insured, if the material damage and personal injury caused was due to the wilful misconduct of any of them.
- c** Against the third party responsible for the damage.
- d** Against the policyholder or the insured for reasons foreseen in the Insurance Contract Law and in accordance with the provisions of the Contract, in the event of the vehicle being driven by someone who does not have a driving license in accordance with the applicable administrative legislation.
- e** In any other case where such recourse could also apply pursuant to the law.

The Insurer's right of recovery expires one year after the date upon which the payment was made to the injured party.

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

II.3. Types of occupants

II.3.1. Occupants

Article 36. Scope

Objective scope: In this type, **Línea Directa** guarantees compensation established in the Special Conditions in the event of death or permanent disability of the insured as a result of an accident arising from driving the vehicle, either while travelling, getting in or out and even through acts carried out to repair it en route, as well as Health Care.

The same accident shall not be entitled to compensation simultaneously for the case of permanent disability and death. Payments that could have been made for permanent disability must be deducted from the corresponding capital for death.

The consequences of subjective or aesthetic damage will not be covered by permanent disability compensation.

Objective scope: The Occupants type may be procured in two different ways, which will be reflected in the Special Conditions;

- a** Considering only the driver of the vehicle as insured, in which case it is called Driver insurance.
- b** Considering all occupants of the vehicle to be insured, including the driver, in which case it is called Occupants insurance.

II.3.2 Requirements and guarantees for types of occupants

Article 37. Documents necessary for compensation

For the payment of compensation, the beneficiary must send **Línea Directa** the following documents:

- In case of death: Insured's Death Certificate, Certificate of General Registry of Last Wills and, if any, copies of wills and documents proving the identity of the beneficiaries. If the will is lacking, an Affidavit or Declaration of Abintestate Heirs will be provided, as appropriate.

Furthermore, it must be proved that they have paid the appropriate Inheritance Tax or demonstrated that they are exempt.

- In case of permanent disability: Medical Certificate of Discharge stating the type of disability resulting from the accident.

For the purposes of this Policy, Permanent Disability is considered any permanent loss of an anatomical, psychological or physiological structure or function. Regardless of the age, profession or situation of the individual.

Línea Directa will qualify disability according to the scale contained in the Policy, without any relation to the types of permanent disability established by Social Security, although its terms may overlap in some cases. To avoid confusion or misinterpretation, compensation factors or Table VI of the Scale of the amended text of the Law on Civil Liability and Insurance in the Circulation of Motor Vehicles, do not apply, or any provisions that modify or replace them.

Article 38. Type guarantees

This guarantee repayment, with the limits specified in the Special Conditions and by sending **Línea Directa** the following expenses, which shall be cumulative:

a Health Care: The cost of medical-health care required as a result of an accident and medical transport to rehabilitation as long as the consequences are not finally consolidated, and which occur during the 12 months following the date of occurrence of the accident. Medical transport is defined as that performed by ambulance and by prescription from a doctor/physician.

b Cosmetic surgery: Medical, surgical, hospital and pharmaceutical costs in addition to Health Care, in order to surgically correct cosmetic defects that have remained following healing and within 12 months of the latter.

c Prostheses and orthoses: Costs of the first prosthesis or orthosis to redress injuries resulting from an accident, within 12 months from the date of the accident.

Dental prostheses (implants, crowns, bridges) are expressly included. Glasses are only guaranteed if their use is necessary as a result of the accident suffered.

Article 39. Assessment of compensation

Permanent disability, which is independent of the age, profession and location of the insured, is determined as a percentage of the capital referred to in the Special Conditions and in accordance with the following table:

- Eat vigil	100%
- Complete paralysis: tetraplegia, paraplegia, or hemiplegia	100%
- Incurable mental illness	100%
- Absolute blindness	100%
- Absolute total loss or disablement of:	

- Both upper or both lower limbs or an upper and lower limb	100%
- Arm or hand	55%
- Thumb	25%
- Index finger	15%
- One of the other fingers	8%
- Movement of the shoulder	25%
- Movement of the elbow	20%
- Movement of the wrist	15%
- The leg above the knee	50%
- The leg at or below the knee, or the whole foot	40%
- The big toe	10%
- One of the other toes	5%
- Movement of the hip and knee	20%
- Movement of the ankle	20%
- Movements of the cervical, thoracic or lumbar spine with or without neurological manifestations	25%
- Lower jaw ablation	30%
- Total loss of vision in one eye or loss greater than 50% of binocular vision	30%
- Shortening of not less than 5 cm of the leg	20%
- Non consolidated fracture of the leg or foot	25%
- Complete deafness in both ears	50%
- Complete deafness in one ear	15%

If the disability came from a defect not covered in the above table, the type of disability is determined by analogy of gravity.

In cases in which there are partial functional and anatomical losses, the types in the assessment table will be reduced proportionately.

In the event of an accident causing injuries in several limbs or organs, all of these will be taken into account when determining the percentage of disability. The total

compensation shall in no case exceed the threshold amount insured for permanent disability.

In the event that the insured suffered a previous pathological condition that has been aggravated or destabilized by the accident, compensation shall correspond to the theoretical value of the disability that would have occurred with the effect of the accident on a person without a prior pathological condition.

For the payment of compensation, the beneficiary must send **Línea Directa** the Medical Certificate of Discharge stating the type of disability resulting from the accident.

If following the proposal by **Línea Directa** for the disability percentage arising from the accident, the insured does not accept the proposal, the parties will submit themselves to the decision of medical experts, according to the expert procedure regulation.

COMPREHENSIVE MEDICAL TREATMENT

Comprehensive Medical Treatment is a unique scheme from **Línea Directa** which provides the best Health Care in centres of recognized standing, with no waiting and with the best professionals described in these General Conditions. Its application is complementary to coverage of occupants in the terms in which this has been procured.

OBJECTIVE SCOPE

- In case of injuries sustained by the driver or any of the lawful occupants of the insured vehicle in an accident covered by this Policy, which only require out-

patient treatment (extra-hospital), **Línea Directa** will cover the cost of diagnostic tests, specialist consultations and additional rehabilitation for 365 days from the date of accident and according to the schedule of visits determined by the health professional arranged by **Línea Directa**.

- Care will be provided by health professionals arranged by **Línea Directa**.
- This service is complementary with respect to services guaranteed by the occupants insurance, in the terms in which this has been procured.
- It will also cover counselling for the driver or any of the lawful occupants of the insured vehicle that had been injured, provided they have been hospitalized. In case of death of the driver or any occupant of the insured vehicle, counselling will also be provided to relatives within the second degree of consanguinity, if requested. **Care will be provided for a maximum of 365 days from the date of the accident and according to the schedule of visits determined by the health professional arranged by **Línea Directa**.**

SUBJECTIVE SCOPE

Comprehensive Medical Treatment is applicable to the driver and lawful occupants of the insured vehicle who are injured in a traffic accident, whether or not they are responsible for it, and under the terms described in these General Conditions.

Exclusions and limitations:

This service is excluded:

- If the injured had already started other medical treatment for the same pathology.

- If the injured had already received a medical discharge.
- If the insured vehicle occupants exceed the number of seats allowed.

It excludes dental treatment, cosmetic treatments, prosthetics and orthotics.

II.4. Legal Defence and Damage Claim

Article 40. Scope

Línea Directa only insures in this type within the limits established in the **General and Special Conditions**:

a CRIMINAL DEFENCE

If the driver of the insured vehicle, provided they are duly authorized and qualified, intervenes in criminal proceedings arising from a traffic incident covered by this Policy, **Línea Directa** will defray, if so requested, the costs of criminal defence and the provision of the bail required to guarantee their freedom.

Civil defence arising from a criminal case is not covered by this legal defence guarantee but by the liability coverage, and will always be the exclusive competence of **Línea Directa** in the terms indicated in current legislation and in Article 24 of this Policy, and even if the insured had appointed a private barrister.

b EXTRA-LEGAL AND LEGAL DAMAGE CLAIMS

b.1. **Línea Directa** will take responsibility for the legal and extra-legal claim against third parties liable for damage caused to the insured vehicle and suffered by the insured, in both cases as a result of a traffic incident covered by this Policy.

For the start of a legal claim there will need to be sufficient evidence to support the claim, the insured having to contribute to providing this.

When **Línea Directa**, in considering that there is no reasonable prospect of success, deems that the filing of a lawsuit or application for an appeal is not admissible, it will grant freedom of action to the insured under the terms provided in Article 46 of this Policy.

b.2. This guarantee is excluded if the claim concerns **Línea Directa** due to responsibility for the accident lying with the driver or owner of the insured vehicle.

Línea Directa will only have third party status when another vehicle insured with this organization is the cause of the damages.

b.3. This also includes the legal claim for damage suffered by the trailer and/or caravan when the following conditions apply:

- a. The maximum permitted weight of the trailer or caravan does not exceed 750 kg.
- b. The registration number of the trailer or caravan coincides with the vehicle registration number.
- c. The trailer is attached to the vehicle at the time of the accident.

Article 41. Definition of insured

In the implementation of this coverage the following are considered insured: the policyholder, the legally authorized driver, as well as the pedestrian, provided that they are the owner of the vehicle or the policyholder.

Article 42. Type guarantees

When **Línea Directa**'s own networks are used, payment of costs incurred by the insured relating to involvement in judicial, administrative or arbitration proceedings derived from the insurance coverage are guaranteed without limit.

When the insured, as established in law, freely names a barrister and solicitor for the representation and defence of their interests in any type of proceedings, the amount to be reimbursed for the legal defence costs cannot exceed the fixed capital limit of this guarantee in the Special Conditions, the calculation of which will be carried out in accordance with Article 45 of this Policy.

Article 43. Payments excluded

The following will at no time be covered by this type:

- a Compensation, fines or penalties imposed upon the insured.
- b Taxes and other fiscal payments resulting from the submission of public and private documents to Official Bodies.
- c Costs arising from legal accumulation or counterclaims when referring to matters not covered by the guaranteed coverage.
- d The cost of membership or authorization of the lawyer when they do not belong

to the Professional Association in the place of professional activity or the costs of travel, accommodation and subsistence.

**Article 44.
Appointment of private Barrister and Solicitor**

Following the occurrence of an accident, the insured may demand Línea Directa's intervention or entrust the defence of their interests to a lawyer of their choice, the limits established in the Special Conditions being applicable.

In the latter case, the insured must communicate their choice in writing to Línea Directa, which will from this point separate itself from the handling of the case and, according to law, will act solely on their own behalf in defence of civil liability.

The lawyer, freely appointed by the insured, as well as the barrister, when appropriate, are not subject to instructions by Línea Directa in the course of their work, but must account for their work, basing their decisions on evaluations, expert reports, actuarial reports, private or other research, lawsuits filed, police reports or resources; specific requirement for the justification of their professional task.

The insured is obliged to inform Línea Directa, at the request of the latter, about progress in the handling of the incident.

**Article 45.
Pay the insured the costs covered by this coverage in the case of privately appointing a barrister or solicitor**

In the event that the insured appoints a barrister or solicitor of their own choice to defend their interests, The Insurer will meet the costs derived from this coverage at the end of the proceedings up to the capital limit fixed for this guarantee in the Special Conditions, in accordance with the following criteria:

- 1 The amount of compensation received by the insured will be taken into account, whether it is judicial or extrajudicial. In any case, the insured must prove the amount of compensation received.
- 2 A percentage corresponding to the scale detailed further on will be applied to the amount of compensation received, the result of which will be the maximum amount awarded to the insured and up to the capital limit established for this guarantee in the Special Conditions. Under no circumstances can the sections of the scale be combined.

In the event that no compensation is awarded, and with prior authorization of the arrangements carried out, the maximum limit awarded by this guarantee will be €300.

Amount of compensation received	Percentage to apply to the amount of compensation obtained with the maximum limit in the special conditions.
0 to €3.000	15 %
€3.001 to €6.000	10 % With a minimum of €450
More than €6.001	8 % With a minimum of €600

In the event that proceedings result in costs being awarded, the insured should seek payment of these directly from the guilty party, in order to reclaim fees and costs derived from the proceedings.

Article 46.
Disagreement in the handling of the claim and freedom of action

When **Línea Directa**, in considering that there is no reasonable prospect of success, deems that the filing of a lawsuit or application for an appeal is not admissible, it shall notify the insured.

As established in this Policy and in applicable law, the insured may freely choose a lawyer and solicitor to represent and defend them in relation to their interests.

In the event that the insured obtains a more beneficial result on their own account, they shall, within the limits specified in the Special Conditions and according to that stated in Art. 45 of this Policy, be entitled to reimbursement of expenses incurred in lawsuits and appeals handled in disagreement with **Línea Directa**.

Article 47. Conflict of Interest

Línea Directa undertakes to notify the insured in case of any conflict of interest because of the same accident. In this case, the insured has the right to freely choose a solicitor and court representative with the capital limit established in the Special Conditions. In these cases the policyholder must provide written notice to **Línea Directa** of their choice.

II.5. Common exclusions for voluntary procurement types (II.1.2, II.2.1, II.2.2, II.2.3, II.2.3 BIS, II.2.4, II.3.1, II.4.1)

Article 48.
General exclusions for voluntary procurement types

The consequences of the following events, in addition to those established for mandatory insurance coverage, are excluded from coverage in this Policy:

- a** Those not explicitly stated as covered in the Policy.
- b** Those caused by bad faith of the insured.
- c** Those caused intentionally by the driver, insured, policyholder or owner of the vehicle.
- d** Those classified as extraordinary, both those covered and those expressly excluded by the Insurance Compensation Consortium, as well as the Excess applied by the above.
- e** Those caused by a modification of the atomic structure of matter and its effects.
- f** Those caused on the occasion of the insured vehicle being driven by a person who is intoxicated or under the influence of drugs, toxic drugs or narcotics. Drunkenness is deemed to exist when the driver exceeds the existing alcohol limits in the blood or breath, is convicted of the specific offense of driving while intoxicated or when the ruling condemning them outlines

this circumstance as a contributory cause to the accident.

g Those caused by a driver without a driver's license or when this is not valid under Spanish law or has violated a sentence of cancellation or withdrawal of the latter.

h Those caused by the vehicle in the performance of industrial work, or the transport of people or things on a commercial basis.

i Damage that occurs when the regulatory provisions are infringed in terms of requirements and number of people carried, weight or size of items transported or the way in which they are carried.

j Those produced during the vehicle's participation in gambling or challenges, races, competitions or in events to prepare for them.

k Those produced in service areas within ports, airports and areas of takeoff or landing of any aircraft.

l Those produced as a result of driving the vehicle on unsuitable roads.

m Suicide or injury and illness resulting from attempting it.

n Those resulting from breakdowns or lack of vehicle maintenance.

o Those resulting from failure in duty to assist.

p Those occurring when the insured vehicle is driven by a person under 26 years old, unless they are specifically named as the driver in the Special Conditions.

III. Extraordinary Risk Coverage

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 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 Insurance Compensation Consortium when the policyholder has paid them the relevant surcharges and any of the following situations occurs:

a Where the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the Insurance Policy contracted with the Insurance Company.

b Although covered by said insurance policy, the insurance company's obligations could not be complied with because they had been declared insolvent by the courts or because they were subject to an intervened liquidation procedure or were

assumed by the Insurance Compensation Consortium.

The 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.

III.I. Summary of legislation

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 Events violently caused as a result of terrorism, rebellion, insurrection, riot, and civil disturbance.

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

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

Compensation 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 Law.

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

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

d Those caused by armed conflicts, even if they are not preceded by an 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 damages 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 period 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 claims arising before payment of the first premium or when, in accordance with the provisions of the Insurance Contract Act, the coverage of the Insurance Compensation Consortium is suspended or the insurance is terminated due to non-payment of premiums.

i 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. 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.

m Incidents which, due to their magnitude and severity, are classified by the National Government as a “national catastrophe or calamity”.

n In the case of civil liability on land motor vehicles, personal injuries resulting from this coverage.

3. Excess

I. 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 party 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 Consortium of Insurance Compensation 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.

II. 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 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 liability policy on land motor vehicles, the extraordinary risk coverage by the Consortium of Insurance Compensation 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 Consortium of Insurance Compensation 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.

III.2. Communication of damage to the insurance compensation consortium

1 The application for compensation for damages whose coverage corresponds to the Consortium of Insurance Compensation: 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 Insurer** or the insurance intermediary with whose intervention the insurance will be handled.

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

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

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

4 Compensation payment: The Insurance Compensation Consortium will make the compensation payment to the insurance beneficiary by bank transfer.

IV. Enquiries 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

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 by the decisions of the Financial Ombudsman, provided that the amount 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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