

Your home in the best hands.

General Conditions - Home Insurance



linea directa

Home Insurance



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Practical guide to Home Insurance

Welcome

Thank you for choosing **Línea Directa** Home Insurance.

What does this document contain?

- ✓ An easy-to-read practical guide to Home Insurance that tells you how it works.
- ✓ The General Conditions of the contract.
 - Detailing in each coverage of what the policy covers, what it does not cover and what should be taken into account.
 - The limitations and exclusions are indicated in bold.
 - A Glossary is included with explanations of terms that may be more complex.

In addition to the General Conditions, we send the following documents that complete the insurance policy:

- ✓ The Special Conditions.
- ✓ The Limiting Conditions.
- ✓ We also include the Direct Debit Order.

All these documents will be available in your **Customer Area**.

Important: the insurance is automatically renewed every year, unless one of the parties objects within the deadlines established by law. Thus, your home will always be insured.

What do you do after taking out insurance?

1. Read this Guide carefully.
2. **Review the details of the Special Conditions and the Direct Debit Order** to ensure that everything is correct.

If not, it can be corrected in the [Customer Area](#).

Important: the information in the Special Conditions must be correct for management of the claim and calculation of the compensation.

3. Please also read the Limiting Conditions carefully.
4. Sign the documents.

Important: in the event of extraordinary risk, the Consorcio de Compensación de Seguros (Insurance Compensation Consortium) always requests the signed documentation.

5. Register in the [Customer Area](#) (Website or App) to facilitate insurance procedures.

What do you do during the life of the insurance?

1. Modify the type of home insurance contracted or add optional coverages to cover future needs of the home.

These modifications may change the price of the insurance.

2. Keep contact, notification and payment information up to date.
3. Increase the value of the Contents (appliances, furniture, crockery, cutlery, glassware, personal items, etc.).

This can be done easily from the [Customer Area](#) on the website or in the [App](#).

Important: update all the data included in the Special Conditions, especially the use or complete renovation of the property.

What is key to know and do in the event of a claim?

What is a loss?

It is an **unexpected, specific and/or sudden event** that causes damage to your home (Building) or to the **possessions** inside (Contents). Examples:

- ✓ **This is a loss:** a short circuit in the kitchen has caused a fire, damaging some of the kitchen furniture.
- ✗ **Not a loss:** the circuit breaker keeps tripping when you plug in the oven, but no damage has occurred.
- ✓ **This is a loss:** a burst pipe has flooded the bathroom and damaged the floor and furniture.
- ✗ **Not a loss:** the tap has been leaking for days, but it hasn't caused any damage. However, if you have handyman and maintenance cover, we can help you fix it.
- ✓ **This is a loss:** a power surge has damaged the living room television.
- ✗ **This is not a loss:** some channels are not displaying properly on my TV.

Not all damage is covered: only damage caused by an event included in your policy is covered.

- ✓ **The following is covered:** a pipe bursts and my parquet floor swells.
- ✗ **Not covered:** I spill a bucket of water and it damages my parquet floor.

Breakdowns are not covered: as with cars, breakdowns in your home are not covered by your insurance.

- If a warning light comes on in my car, I take it to the garage.
- If my boiler has a failure, I call a technician.

How do I make a claim?

It can be done online quickly and easily from the [Linea Directa App](#) or in the [Customer Area](#) of the [Linea Directa](#) website. There is also a chat service to resolve any queries.

You can also upload online the documentation requested by the company for management of the claim. For example, in case of robbery or mugging, we need the police report, indicating what happened and the objects stolen.

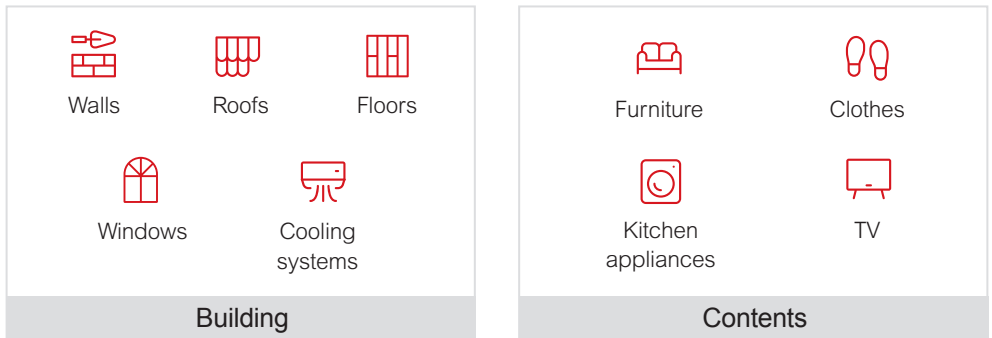
In case of emergency, door opening, general power outage in the house, water leakage with a closed stopcock, the contact telephone number is 919 180 004, available 24 hours a day, 365 days a year.

Frequently asked questions and answers

1 General information

What is Building and Contents?

A very easy way to understand this is to imagine that we take the house, turn it upside down and shake it: everything that does not fall down is the Building and everything that does fall down is the Contents.



See details of Building and Contents in the General Conditions.

What can I do in my Customer Area?

- Consult information, among other things, on the home, the policyholder, insurance payment methods, coverages, insurance documentation, amounts, reimbursements and receipts.
- Make changes such as contact details, method of payment, mortgage details or Building or Contents amount details.
- Take out new insurance coverage.
- Open claim.
- Ask any kind of question in our Chat.

All done easily, both via the [Linea Directa App](#) and on the [Linea Directa website](#) (www.lineadirecta.com).

2 Repairs and services

Can I make a repair before the loss appraiser or repairman comes?

It is always necessary to call on our most suitable professionals for each type of loss to verify the loss and guarantee a quality repair service.

What can I do if the repairer does not call me?

Our professionals contact you in less than 24 hours and arrive within 48 hours.

After these time periods, you can contact them directly by telephone. Contact details are in the [Customer Area](#).

What do I do in case of a pipe blockage?

At [Línea Directa](#) we offer solutions in case of pipe blockage whether it has caused damage or not.

If there is damage to the home, it will be repaired and the cost of unblocking will be covered, up to the established limit.

If there is no damage, [Línea Directa](#) will pay the travel expenses of a professional and labour for 3 hours.

Always refer to the General Conditions for details.

3 Indemnity

How is a loss compensated?

It is calculated taking into account:

- The appraisal of damages.
- The sum insured in the Special Conditions.
- The limits established in the Limiting Conditions.

4 Insurance for a 2nd residence, landlord renting and tenants

Should you insure your 2nd residence?

Yes. Even if you don't live there year-round, your second home also needs protection from theft, water leaks and even squatting.

Does the renter's landlord's insurance cover the tenant?

No. Although the landlord who rents has insured the dwelling (Building), this insurance usually only covers walls, floor, installations, etc., but does not protect the tenant's personal belongings or any damage that may be caused to third parties.

For example, if the washing machine leaks and causes damage to a neighbour, the tenant is responsible.

Do I need insurance if I am a tenant?

It is highly recommended because it covers:















Personal belongings: furniture, clothes, household appliances, jewellery, etc. will be protected against unforeseen events.















Civil Liability: damages that may be caused to a third party or even to the owner in the event of a fire in the dwelling.









Legal assistance: to claim or defend yourself if any problem arises in connection with the insured property or third party claims.

Home Insurance General Conditions

Comparative table

Línea Directa Home Insurance	Essential Home Insurance	Comprehensive Home Insurance	Comprehensive Home Insurance Plus
Material damage			
 Damage by fire, implosion, explosion and smoke	✓	✓	✓
 Water damage	✓	✓	✓
 Water damage from leaks and leaking appliances	✗	✓	✓
 Water damage caused by external pipes	✗	✗	✓
 Electrical damage	✓	✓	✓
 Weather damage: wind, rain, snow, floods, hail and lightning	✓	✓	✓
 Breakage of glass, cooker hobs and sanitary ware	✓	✓	✓
 Breakage of glass on furniture	✗	✓	✓
 Expenses for spoilage of refrigerated food	✗	✓	✓
 Cosmetic damage	✓	✓	✓
 Damage due to vandalism	✗	✓	✓
 Damage caused to the home by collisions with animals, vehicles and sonic waves	✓	✓	✓
 Damage to your property in transit and when travelling	✗	✗	✓
 Breakage or theft of electric chargers and solar panels	✗	Optional	Optional

Línea Directa Home Insurance	Essential Home Insurance	Comprehensive Home Insurance	Comprehensive Home Insurance Plus
 Damage to furniture and trees in gardens and terraces	✗	Optional	Optional
Theft and burglary			
 Damage caused by burglary inside the property	✓	✓	✓
 Theft inside the home	✓	✓	✓
 Theft from within the home	✗	✗	✓
 Robbery and armed robbery outside the home	✗	✓	✓
Protection for loss of use of the home			
 Salvage, fire-fighter and debris removal expenses	✓	✓	✓
€ Transfer and temporary accommodation expenses due to forced evacuation from the home	✓	✓	✓
 Costs of alternative long-term accommodation due to the home being uninhabitable	✓	✓	✓
 Loss of rental income due to the uninhabitable state of the property rented to third parties	✓	✓	✓
 Costs of duplication and re-obtaining documents	✓	✓	✓
Damage caused by third parties			
 Civil Liability of owner	✓	✓	✓
 Family liability	✓	✓	✓
 Employers' liability insurance	✗	✓	✓
Legal protection and assistance			
 Legal defence	✓	✓	✓
 Damages claim	✓	✓	✓
 Legal advice and legal protection of the insured	✗	✓	✓

Línea Directa Home Insurance	Essential Home Insurance	Comprehensive Home Insurance	Comprehensive Home Insurance Plus
Home assistance			
 Gaining access to the home	✓	✓	✓
 Repair of electrical appliances	✗	Optional	✓
 Handyman and maintenance	✗	✓	✗
 Premium handyman and maintenance	✗	✗	✓
 Technological assistance in the home	✗	Optional	✓
 Access to professionals for repairs not covered	✓	✓	✓
Legal protection from squatting			
 Legal protection from squatting	✗	Optional	Optional
Protection for digital fraud and identity theft			
 Protection and compensation for digital fraud and identity theft	✗	Optional	Optional

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. It must always be one of the legal owners of the property or the tenant in the case of a rental.

Insured

The Insured is the natural person who is the owner of the interest covered by the Insurance and who, in the absence of the policyholder, assumes the obligations under the Policy. The Policyholder will,

in any case, always be considered as the Insured except when the Policyholder is a legal entity. The following will also be considered Insured Persons, **provided that they live in the insured home**:

- The spouse or unmarried partner of the Insured.
- The Insured's relatives up to the second degree of consanguinity or affinity (e.g. children, parents, grandparents, siblings, parents-in-law, brothers and sisters-in-law).

In order for the partner and family members up to the second degree to be recognised as Insured Persons, they must prove their status by means of one of the following documents, both when taking out the policy and in the event of a claim:

- Certificate of municipal registration at the insured home.
- Title deed or rental contract for the insured home.
- Invoice or supply contract (landline telephone, water, electricity or gas) in their name, not older than three months, corresponding to the insured home.

What is meant by “degree of consanguinity or affinity” in home insurance?

- **Consanguinity degrees:** These are the kinship ties you have with your own family, i.e. your parents, children, siblings, etc.
- **Affinity degrees:** These are the kinship ties you have with your unmarried partner or spouse's family, such as your in-laws.

Who is considered a “covered immediate family member”?

When we talk about a "covered immediate family member" to cover an early return due to the death of a family member, we mean the following persons if you are the policyholder: your spouse, your unmarried partner (if officially registered), your parents, your parents-in-law, your children or your siblings, as well as your spouse's siblings.

Third party

Any natural or legal person other than the Insured Persons and their relatives up to the second degree of consanguinity or affinity.

People who live with the Insured at the same address will not be considered third parties.

2 Related to the insured object

Building

This is the whole or part of the building used as the home and formed by the following private elements:

- Foundations, walls, terraces, roofs, ceilings, doors, windows and fixed glass in the home.
- Fixed heating and cooling installations (including radiators, boilers and those permanently installed in the property), gas, water, plumbing, electricity, telephone, security and home automation.
- Television or radio aerials, electric chargers that are not in communal garages and solar energy panels that are the insured's private property and installed in a private area of their property, as well as the fixed parts necessary for their functioning; the buildings insurance excluding, for the effects of this policy, the solar panels belonging to residents' associations or similar and those installed in communal areas that are not owned by the insured and to which they do not have exclusive access.
- Worktops, fitted kitchen furniture, built-in wardrobes, blinds, awnings and pergolas that are fixed to the façade or flooring of the home, as well as floor, ceiling or wall coverings, painting, wood or plaster decoration.
- Fences, walls or any other enclosure that marks out the property of the insured home.
- In-ground swimming pools, tennis courts and other fixed recreational or sports facilities.

The property is also understood to include storage rooms, parking spaces and, in general, those areas that do not form an integral part of the actual living space, but are in the same building or area.

If you are a co-owner, the insurance coverage includes, in the event of any loss covered by the Policy, and in addition to the divided part of your property, the proportion corresponding to you in the undivided property, provided that the owners association insurance taken out by the co-owners is insufficient or in the event that there is no such insurance.

In order for the breakage, theft or loss of energy production coverages to apply in the case of solar panels and electric chargers, the "Breakage or theft of electric chargers and solar panels" coverage must be taken out.

Furthermore, in order to cover fire damage, water damage caused by external pipes or by weather, in the case of gardens and trees, the "Damage to furniture and trees in gardens and terraces" coverage must be taken out.

Contents (Insured property)

All the belongings owned by the Insured, provided they are located inside the home or in properly locked outbuildings.

This item includes:

- Furniture, household goods, clothes and household linen, as well as crockery, cutlery and glassware.
- Bicycles and wheelchairs (up to a unit limit of €3,000).
- Household appliances, sound and image equipment, electronic equipment for personal use and musical instruments.
- Collections, paintings, tapestries, carpets, works of art, silver and bronze objects and other non-fixed decorative objects.
- Furniture and professional furnishings of the Insured placed in an area of the home for an office or professional study, where the overall value of such property does not amount to more than 25% of the total sum insured of the Contents.
- Clothes and household goods, bicycles, sporting goods and tools located in garages, outbuildings and storage rooms. **In the event of theft, coverage shall be provided for these outbuildings provided that they are properly locked, up to the limit established in the Special Conditions. Electronic devices are excluded.**

The following are not considered contents:

- Motor vehicles and powered vehicles such as electric bikes, electric scooters, e-mopeds, drones or recreational vehicles. Trailers or caravans.
- Deeds, titles, manuscripts, plans, lottery tickets, and in general any document or receipt that represents their value or guarantee in money.
- Firearms.
- Medicines and medical or orthopaedic products.
- Artificial lawns unless the "Damage to furniture and trees in gardens and terraces" cover is taken out.

Valuables

Items considered as valuables, **when their unit price is equal to or greater than €1,800**, include paintings, mirrors, tapestries, rugs, artwork, gold, silver, platinum and bronze, ivory and collections (stamps, coins, books, etc.), furs, visual and/or sound equipment and musical instruments for non-professional use. All valuables that form part of a set or collection shall be considered as one.

To insure valuables, it is necessary to take out one of the coverages detailed below. This must be included in the Special Conditions, where the sum insured applicable in each case will also be specified:

- Coverage 1 › Damage by fire, implosion, explosion and smoke.
- Coverage 2 › Water damage.
- Coverage 3 › Water damage from leaks and leaking appliances.

- Coverage 5 › Electrical damage.
- Coverage 17 › Theft inside the home.
- Coverage 19 › Robbery outside the home.

In addition, and in order to be covered, individual valuables must be totally missing or destroyed or have lost 100% of their value. Therefore, diminution in value, impairment or partial loss of value shall not be covered by the aforementioned coverages.

Jewellery

Objects which are habitually used by persons for adornment and are made of gold, platinum, silver or other precious metals or semi-precious stones, as well as objects including precious stones, fine pearls or similar, shall be considered to be jewellery. Wristwatches made of gold, silver, platinum, steel or titanium shall also be considered as jewellery, provided that they are intended for ornamental purposes.

Jewellery forming part of the same set or collection shall be considered a single item of jewellery for the purposes of insurance coverage. To insure jewellery, you must take out one of the coverages detailed below. This must be included in the Special Conditions, where the sum insured applicable in each case will also be specified:

- Cover 1 › Damage by fire, implosion, explosion and smoke.
- Cover 2 › Water damage.
- Cover 3 › Water damage from leaks and leaking appliances.
- Cover 5 › Electrical damage.
- Cover 17 › Theft inside the home.
- Cover 19 › Robbery outside the home.

In order to obtain coverage, individual items of jewellery must also be missing or totally destroyed, losing 100% of their value. Therefore, partial diminution in value, impairment or loss of value shall not be covered by the above coverages.

Jewellery whose unit value is equal to or greater than €1,800 must be expressly declared in order to be covered.

Safe

A cabinet made of tempered steel and reinforced concrete or any other composition which offers at least the same resistance to penetration or fire. If it weighs less than 100 kg, it must be recessed or anchored to the floor, and in any case it must have a security lock or combination lock to prevent its opening.

Use of home

- **Habitual residence:** Home in which the Insured is habitually resident and which does not remain uninhabited for more than 30 consecutive days per year.

- **Second home:** A home in which the Insured does not habitually reside, but which they live at least once a month and/or 15 days per year.
- **Unoccupied home:** Homes in which people reside for a period of less than 15 days a year.

3 Related to the contract

Insurance Company

A company that assumes the coverage specified in the Special Conditions, in this case, **Linea 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 individualise the risk; the Extra Conditions, if applicable; and any Supplements or Appendices issued to complement or modify the Policy (for example, if you make a change in your **Linea Directa** coverages, a supplement would be issued).

Premium

This is the price of the insurance that you have taken out and that you must pay to the insurance company to assume the risk covered by the insurance.

Its amount is calculated and updated annually based on factors that define the risk borne by **Linea 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.

The amount due for the insurance premium will include the surcharges and taxes that are legally applicable at all times (specifically, those corresponding to the Consorcio de Compensación de Seguros (Insurance Compensation Consortium) according to the coverages taken out and also the Insurance Premium Tax (IPS).

Sum insured

Maximum amount that the insurance company will pay for each of the coverages in the policy, if a claim occurs. Therefore, **even if the damage is greater, the Insurer will only cover, as a maximum, up to the limit that has been agreed in the policy.**

Sum increases

Automatic annual update of the sums insured for Buildings and Contents, in accordance with the index established on the basis of any changes that the Retail Price Index (RPI) may have

experienced on 30 September of the annual period prior to the expiry of the policy and which is published by the National Statistics Institute ('Instituto Nacional de Estadística', INE).

4 Related to the loss

Risk

This is the possibility of a certain event occurring that causes any damage or detriment to the Insured's assets.

Loss

Sudden, unforeseen event beyond the control of the Insured, whose harmful economic consequences are covered by the Policy. These harmful economic consequences must be a direct result of the loss. All damage caused by the same cause constitutes a single loss.

Notwithstanding the above, **the pre-existence of lost objects must in any case be proven.**

Property damage

Physical damage directly suffered by the insured property as a result of a loss covered by this Policy and which affects its operation.

Burglary

The theft, damage or illegal seizure of insured property, located inside the home, by third parties, using violence or intimidation of persons or forced entry such as climbing, breaking a wall, ceiling or floor or breaking a door or window, using false keys or disabling specific alarm or guard systems; or outside the home by using violence or intimidation of persons.

Theft

The unlawful taking or seizure of property insured without the use of force or violence against things, or intimidation or violence against persons.

Under-insurance

Under-insurance occurs when the amount for which you insure your home (sum insured), for either the contents, the building, or both, is less than what they are actually worth.

In these cases, if you have a claim (for example, for fire or theft), **the Insurer** will not pay you for all the damage, but only a proportional part of what you have insured, i.e. it will pay you for the damage caused in the same proportion in which the sum insured covers the insurable interest.

For example, if you insured only half of its value, **the Insurer** will pay half of the damages you suffer. In this way, if your house is worth 200,000 euros and you insure it for only 100,000 euros, and you have a claim with damages of 50,000 euros, **the Insurer** will only pay you 25,000 euros, because you only insured half of its value.

Grace period

This is the time that has to pass from the time the Insurance comes into force until you can make use of certain coverages in the Policy, and which is indicated in the General or Special Conditions.

Inhabitability

Uninhabitability refers to a state of your home in which, after a loss covered by insurance (such as fire, flood, etc.), it is impossible to live in due to its poor condition, in terms of hygiene, health and solidity.

Value as new

- **Value as new of the Building:** Value of new construction (reconstruction or repair), with the same or equivalent materials.
- **Replacement value as new of the Contents:** The selling price that the same item or one with similar characteristics to the insured object would have on the market at the moment immediately prior to the loss.

Real value

This is the value as new less depreciation due to age, obsolescence, wear and tear.

Value of jewellery and valuables

In the particular case of jewellery and valuables, the actual appraised market value and, in any case, for their compensation, the maximum limit established in the Special Conditions shall be taken into account.

Purpose of the insurance

The aim of this Policy is to insure risks arising from the use of a home, according to the coverage and limits agreed in the General Conditions and Schedule.

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 identification data of the parties purchasing the insurance, as well as identifying the purpose of the insurance: the insured property, the duration of the contract and the price to be paid. They do in addition identify the coverage that each person has taken out, including the policy limits for each one and, if there is a grace 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 section 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.

For ease of understanding, the policy has been divided into the following sections which group the coverages according to the type of coverage.

Section 1: Material damage

This section comprises various cover options, which may be taken out individually or jointly. Refer to the special conditions of your policy to see which of the types you have purchased.

1. Damage by fire, implosion, explosion and smoke

✓ Essential

✓ Comprehensive

✓ Comprehensive Plus

In order to understand what this coverage contains, you should be clear about the following terms on which it is based:

- **Fire:** Combustion or burning with flames liable to spread from an object or objects that were not intended to be burned at the place and time when it occurred, caused by acts of God, by ill-will of strangers, by negligence of third parties, belonging to the Insured or persons for whom they are civilly responsible.
- **Explosion and implosion:** Sudden and violent effect of pressure or depression of gas or steam, as long as it is due to substances or appliances commonly used in homes or installations that are generally known and used, such as public gas, heating or hot water.
- **Smoke:** A visible mixture of gases produced by the combustion of a substance, usually composed of carbon, and which carries suspended particles.

What is covered

The **Insurer** covers, up to the maximum limit established in the Special Conditions:

- ✓ Property and direct damage caused by fire, explosion and smoke.
- ✓ Damage resulting from the measures taken by the Insured or by the Authorities to reduce or extinguish the fire or prevent its spreading.
- ✓ The damage suffered by objects saved due to the above circumstances.
- ✓ The value of objects missing in the fire, provided that you can prove their prior existence.
- ✓ Damage caused by smoke, provided it comes from a fire or accidental and sudden exhaust produced in fireplaces or heating systems that are connected to chimneys through suitable pipes.
- ✓ Expenses arising from the application of the necessary measures taken by the local authority or the Insured to cut off or extinguish the fire or prevent its spread.
- ✓ Rescue and debris removal or demolition expenses.

What is not covered

In addition to the provisions of the general exclusions of the policy, the following shall not be covered:

- ✗ Damage caused by the mere effect of heat by direct or indirect contact with heating, lighting or in the cooking area, or when objects fall into the fire alone.
- ✗ Damage caused by the explosion of materials designed to be used as explosives or other substances or appliances that are not commonly used in homes.
- ✗ Damage to property in the open air.

2. Water damage

✓ Essential

✓ Comprehensive

✓ Comprehensive Plus

In order to understand what this coverage contains, you should be clear about the following points:

➤ **Definition of private water pipes at the insured home:** Private pipes are understood to be those that, starting from the fitting connected to the general or communal pipe, and excluding this fitting, are solely of use to the insured property and are situated within its limits or private space.

➤ **Private space:** Private space is understood to be any that belongs exclusively to each home. Each owner has an exclusive right over a limited and independent space that they own, with all the facilities and architectural elements included therein solely being of use to the owner.

➤ When the Building is insured, it covers the costs of searching for and repairing faults caused by the damage, **as long as this involves fixed and private pipes within the insured home which are part of the Building.**

What is covered

The **Insurer** covers, up to the maximum limit established in the Special Conditions, property and direct damage caused by the action of water, due to:

- ✓ Failure to turn off taps and/or stopcocks.
- ✓ Accidental and unforeseen spillage as a result of:
 - Broken or malfunctioning taps and stop cocks.
 - Broken sanitary ware.
 - Overflow from fixed tanks located inside the building.
 - Blockage or breaking of hot and cold water pipes and waste water downpipes located inside the building.
 - Leaks from adjoining or upper properties, **except for those originating in the risks covered by coverage 6** (weather damage: wind, rain, snow, floods, hail and lightning).
 - Freezing of private pipes.

The necessary costs of unblocking the private fixed installations causing the damage, up to a specific limit, and established for that purpose, in the Special Conditions.

3. Water damage from leaks and leaking appliances

✗ Essential

✓ Comprehensive

✓ Comprehensive Plus

What is covered

The **Insurer** covers, up to the maximum limit established in the Special Conditions, property and direct damage caused by the action of water, due to:

- ✓ Breakage, leaks and/or maladjustments in the connections of domestic appliances connected to the private water pipes in the insured home.
- ✓ Leaks resulting from poor sealing of joints in shower trays, bathtubs, washbasins, sinks, etc. or the grouting between tiles.



4. Water damage caused by external pipes

✗ Essential

✗ Comprehensive

✓ Comprehensive Plus

What is covered

The **Insurer** covers, up to the maximum limit established in the Special Conditions, property and direct damage caused by the action of water, due to the bursting of pipes in courtyards, gardens or located outside the property owned exclusively by the Insured.

What is not covered by the water damage coverages (Covers 2, 3 and 4)?

In addition to that established in the general exclusions of the policy, the **Insurer** will not cover the following through any of the above Water coverages:

- Damage due to deterioration, lack of repair or maintenance, corrosion or a defect in the private pipes, or serious negligence by the Insured.
- Damage due to freezing of water in private pipes and damage caused by failure to close taps or stopcocks during periods when the home is not inhabited for more than 96 hours, as well as if the necessary precautionary measures have not been taken, such as, in the case of freezing, emptying the installation.

- Damage from mobile tanks.
- Leakage caused by weather phenomena.
- The costs of locating, repairing faults or unblocking that do not cause damage can be compensated for through these coverages.
- Damage to the actual tap, fixed tank or stopcock, sanitary ware or domestic appliances.
- Damage caused by gradual water action.
- The location and repair of damage from swimming pools, wells, sumps, septic tanks, manholes and public sewers.
- Damage due to humidity and water condensation.
- Damage to underground pipes that are not for the exclusive and private use of the Insured.



5. Electrical damage

✓ Essential

✓ Comprehensive

✓ Comprehensive Plus

In order to know what this coverage contains, it should be noted that:

➤ The **Insurer** considers **electrical damage to be property damage caused by voltage surges or dips**, short circuits, combustion itself as a consequence of these voltage surges or dips, which affect the property that make up the Buildings and/or Contents or lightning strikes (as long as they do not cause fire) and which occur inside the insured property.

➤ **Electronic device:** Any device which, in addition to requiring electrical power for its operation, incorporates electronic circuits that enable the processing, control, storage or transmission of information, signals or data.

What is covered

The **Insurer** covers, up to the maximum limit established in the Special Conditions, direct electrical damage occurring in:

- ✓ Electronic devices and household appliances for private use in the home, if **Contents cover** is taken out.
- ✓ In the **fixed** electrical installation, if Building cover is taken out.
- ✓ Additionally, the **Insurer** guarantees the restoration of electricity in the event of a breakdown in a particular electrical installation at the insured home, causing the loss of electricity throughout the home.

An essential condition for this service is that the **Línea Directa** repair services are used.

What is not covered

In addition to what is established in the general exclusions of the policy, **the Insurer** will not provide coverage for:

- ✗ Electrical, fluorescent and cathode-ray tubes, fuses, tapes, light bulbs, glass, porcelain or ceramic objects, vacuum tubes, greases, oils and liquids or gases of any kind, electrical lamps and their installations.
- ✗ Damage caused by non-compliance with the electrical regulations applicable to the electrical installation.
- ✗ Damage that may be covered by a maintenance contract or under the manufacturer's warranty.
- ✗ Appliances that are older than those specified in the Special Conditions, taking this to be the time elapsed from the date of the first purchase of the appliance until the date of occurrence of the loss.
- ✗ Faults inherent to the functioning of the appliances that do not have an electrical origin, as well as defects in the functioning of the appliances and aesthetic defects, which do not affect their functioning.
- ✗ Damage caused by explosion or cyber attack.



6. Weather damage: wind, rain, snow, floods, hail and lightning

✓ Essential

✓ Comprehensive

✓ Comprehensive Plus

What is covered

The Insurer covers, up to the maximum limit established in the Special Conditions, property and direct damage caused to the insured property by:

- ✓ Wind: provided that a speed per kilometre/hour within the range established in the Special Conditions is proven.
- ✓ Rain: provided that a level of precipitation per square metre higher than that established in the Special Conditions is proven.
- ✓ Snow: whatever its intensity and whenever it is due to any of the following situations:
 - Excess weight caused by accumulated snow.
 - Accumulated snow falling from roofs or similar.
- ✓ Flooding or mud removal: caused by the accidental overflow or deviation from the normal course of water currents in canals, ditches, sewers or other similar man-made channels or conduits.

- ✓ **Hail:** considered as coarse hail falling heavily and abundantly.
- ✓ **Lightning:** for lightning strikes, **except for those caused to electrical installations or appliances and their accessories, which will be covered by the electrical damage coverage.**

What is not covered

In addition to that set forth in the general exclusions of the policy, **the Insurer** will not provide any coverage for prior Weather Phenomena:

- ✗ Damage caused by human intervention. These coverages only apply to damage caused directly by weather phenomena.
- ✗ Leaks, seepage, rust or moisture.
- ✗ Damage caused by snow, water, sand or dust that enters through doors, windows or other openings that have not been closed or not closed properly. Damage caused by construction or maintenance defects is likewise excluded.
- ✗ Damage caused by frost, cold, ice, waves or tides, even when these phenomena are caused by wind.
- ✗ Damage caused by the freezing of snow.
- ✗ Damage to property in the open air.
- ✗ Damage caused by extraordinary winds, these being defined as gusts exceeding the thresholds established in the Special Conditions.
- ✗ Damage caused by overflow of rivers and other natural channels, by water from the sea, or due to the bursting of dams or dikes.
- ✗ Damage that does not impede the functionality of the damaged object.



7. Breakage of glass, cooker hobs and sanitary ware

✓ Essential

✓ Comprehensive

✓ Comprehensive Plus

What is covered

Provided that Building cover has been taken out, **the Insurer** will cover, up to the maximum limit established in the Special Conditions, any replacement resulting from the breakage of:

- ✓ Door windows and glass (**except furniture doors and furniture glass**), windows and terraces in your home, as well as glass shower enclosures, fixed mirrors and fixed fireplace glass.
- ✓ The following glass-like but not actually glass elements of the building: skylights and glass blocks.
- ✓ The following fixed sanitary appliances in your home: toilets, bathtubs, shower trays, washbasins, bidets, urinals and sinks, provided they are made of earthenware or fibreglass; they will not be covered if they are made of other materials except for glass washbasins and plastic toilet lids, which will be covered.
- ✓ Cooking hob glass.
- ✓ Marble, granite and other surfaces made of compacted quartz or silestone material, resins or porcelain; except for ceilings, floors, walls, columns, stairs, as well as marble forming part of the Contents.



8. Breakage of glass on furniture

✗ Essential

✓ Comprehensive

✓ Comprehensive Plus

Provided that the Contents are insured, **the Insurer** will cover, up to the maximum limit established in the Special Conditions, any replacement resulting from the breakage of:

- ✓ Window panes, glass and mirrors.
- ✓ Furniture and decorative glass.
- ✓ Marble in items belonging to the Contents.

What is not covered under Breakages (Covers 7 and 8)?

In addition to what is established in the general exclusions in the policy, **the Insurer** will not cover the following under “Breakage of glass, cooker hobs and sanitary ware” coverage and the “Breakage of glass in furniture” coverage above:

- ✗ Hand-held objects, lamps, objects for personal use (e.g. glass earrings) and any object that is not a fixed part of the furniture, non-fixed decorative elements, aquarium glass, terrarium glass, table glassware, glasses, sound or electronic equipment glass, etc.
- ✗ Scratches, flaking or any other causes of aesthetic defects, provided that there has been no obvious loss of materials.
- ✗ Marks, scratches and small holes.
- ✗ Breakage of the cistern mechanism.
- ✗ Breakage of electric chargers for electric and plug-in hybrid vehicles and solar panels.
- ✗ The costs of repairing frames, racks or paint.
- ✗ Damage to the cooking hob, except the glass.
- ✗ Breakage of glass in electrical appliances, except the cooking hob.
- ✗ Breakage caused by insured property not being properly installed and/or due to obsolescence or lack of maintenance of the frames or fasteners.
- ✗ Damage caused during removals or repair or installation work.
- ✗ Breakages that already exist when the insurance is taken out.
- ✗ Breakages that do not impede the functionality of the damaged object.

You should bear in mind that:

Any compensation or replacement due to breakage damage established in these coverages shall be subject to demonstrating the existence of the loss by the submission of remains or traces.

9. Expenses for spoilage of refrigerated food

✗ Essential

✓ Comprehensive

✓ Comprehensive Plus

What is covered

Within the sum insured for Contents, the **Insurer** will cover, up to the maximum limit established in the **Special Conditions**, any damage sustained by foodstuffs contained in household refrigerators or freezers, provided that such damage is the result of:

- ✓ Temperature increase resulting from a fault.
- ✓ Accidental leakage of refrigeration or refrigerant gases.
- ✓ Failure of power supply for more than 6 consecutive hours.

What is not covered

In addition to what is established in the general exclusions of the policy, **the Insurer** will not provide coverage for:

- ✗ The losses occurred when the home remains uninhabited for a period exceeding 10 consecutive days.
- ✗ Damage caused by the deterioration of food itself.
- ✗ Damage to refrigerated foodstuffs due to non-functioning of the refrigerator and/or freezer appliance for less than six consecutive hours or due to the breakdown of appliances older than that stated in the Special Conditions, from their first sale to the public up to the date of occurrence of the loss.
- ✗ Damage caused by any failure to follow the instructions of public authorities, including those by the AESAN (Spanish Food Safety and Nutrition Authority) or any body that replaces it in its functions.
- ✗ Damage caused by explosion or cyber attack.



You should bear in mind that:

For **the Insurer** to cover the loss, the Insured must demonstrate the occurrence of the loss through an invoice for repair of the fault or supporting documents from the energy supplier.

10. Cosmetic damage

✓ Essential

✓ Comprehensive

✓ Comprehensive Plus

What is covered

The Insurer will cover, only if the Building is insured, and up to the maximum limit indicated in the Special Conditions, reimbursement for the repair or replacement costs of materials in the insured building (for example, walls, floors or ceilings) that have not been directly affected by the incident, provided that:

- ✓ It is necessary to replace them in order to maintain the appearance or harmony with the rest of the building unit.
- ✓ The damage caused by the lack of aesthetics is covered by the policy.

What is not covered

In addition to what is established in the general exclusions of the policy, the Insurer will not provide coverage for:

- ✗ Cosmetic damage to sanitary ware (e.g. washbasins, toilets).
- ✗ Cosmetic damage to fences, retaining or perimeter walls, swimming pools, plants, gardens or any item of the contents.
- ✗ Cosmetic damage caused by third parties in the home.
- ✗ Cosmetic damage when there is no aesthetic harmony prior to the claim.
- ✗ Scuffs, chips, scratches or other damage that only affect the appearance and do not involve breakage that affects functionality.
- ✗ Damage to materials attached to walls or ceilings (such as tiles or wallpaper) if they are of a unique design.
- ✗ Damage to façades is not covered.

You should bear in mind that:

- In order to receive compensation, it is essential to submit the documentation that proves the effective repair of the damage.
- Coverage is limited only to the rooms where the loss occurred. If materials identical to the originals are not available, materials of similar characteristics and quality must be used.



11. Damage due to vandalism

✗ Essential

✓ Comprehensive

✓ Comprehensive Plus

In order to understand what this coverage contains, you should be clear about the following term on which it is based:

—> **Acts of vandalism:** Acts performed maliciously for the sole purpose of damaging or destroying the property of others.

What is covered

The Insurer covers, up to the maximum limit indicated in the Special Conditions, direct damage caused by acts of vandalism committed, individually or collectively, by persons other than those for whose acts the Insured is liable.

What is not covered

In addition to what is established in the general exclusions of the policy, **the Insurer** will not provide coverage for:

- ✗ Damage or expenses caused by graffiti, inscriptions, posters or other similar acts.
- ✗ Damage caused to property outside the home.
- ✗ Damage caused by persons with whom the Insured has a contractual relationship (e.g. tenants, employees) or by other occupants of the property, whether legal or illegal.
- ✗ Damage occurring when the Insured has voluntarily allowed entry to the property or due to gross negligence.



You should bear in mind that:

It is essential to **file a complaint** with the competent authority in order to be able to claim this coverage from **the Insurer**.



12. Damage caused to the home by collisions with animals, vehicles and sonic waves

✓ Essential

✓ Comprehensive

✓ Comprehensive Plus

What is covered

The Insurer will cover, up to the maximum limit indicated in the Special Conditions, damage caused by:

- ✓ **Impact or shock:** any kind of vehicles or animals belonging to third parties.
- ✓ **Aircraft crashes:** falling of any third party aerial apparatus or objects coming from it.
- ✓ **Sonic waves:** caused by airplanes breaking through the sound barrier.



13. Damage to your property in transit and when travelling

✗ Essential

✗ Comprehensive

✓ Comprehensive Plus

In order to understand what this coverage contains, you should be clear about the following terms on which it is based:

- **Insured property:** These are objects owned by the Insured that appear in the Special Conditions of the policy, such as furniture, household belongings, personal effects, jewellery and valuables, as long as they are identified and valued as agreed. **Property expressly excluded in the policy is not included.**
- **Geographical scope of the coverage:** The coverage applies both in Spain and abroad, provided that the Insured stays temporarily in a legally recognised hotel or tourist flat that complies with the regulations in force in the corresponding country. It is necessary to prove the stay with the invoice, rental contract or a similar document.
- **Maximum duration of travel:** Coverage for insured property in temporary travel is **limited to 90 consecutive days per trip**. After this period, the coverage for the transported property ends, with the usual coverage in the insured home remaining.

What is covered

The **Insurer** will cover, only if the Contents are insured, and up to the maximum limit indicated in the Special Conditions, property damage suffered by the insured property as a consequence of any of the risks expressly covered by the Policy during its temporary transport on a trip or on holiday, provided that such property is located in hotel rooms or tourist flats.

Jewellery and valuables shall only be covered when they are deposited in the safe of the room or establishment concerned, and their use can be proven by means of a receipt or declaration from the establishment.

What is not covered

In addition to what is established in the general exclusions of the policy, the **Insurer** will not provide coverage for:

- ✗ Objects inside automobiles or any type of vehicle.

- ✗ Money, pawn tickets, deeds, securities, cheques, credit cards, state issued or commercial paper, samples of any kind.
- ✗ Damage or losses caused by serious negligence by the Insured.
- ✗ Losses occurring outside hotel rooms or tourist flats.
- ✗ Property not declared or not identified in the policy.
- ✗ Damage or loss of property deposited in places other than the safe, in the case of jewellery and valuables.
- ✗ Losses not reported within the period and in the manner established in the policy.

! You should bear in mind that:

- The Insured must take all reasonable security measures for the protection of the insured property during the journey, including the proper closing of doors and windows and the use of security devices available in the accommodation.
- In the event of a claim, the Insured must provide the supporting documentation for the trip (ticket, reservation, etc.) and the stay (invoice or accommodation contract in a hotel or tourist flat), as well as the report to the competent authority in the event of theft; and any other document that the Insurer considers necessary for the correct handling of the claim and proof of the pre-existence of the property.

14. Breakage or theft of electric chargers and solar panels

✗ Essential

Comprehensive (Optional)

Comprehensive Plus (Optional)

In order to understand what this coverage contains, you should be clear about the following terms on which it is based:

- **Electric chargers:** Electric chargers for electric and plug-in hybrid vehicles that are **fixed** and correctly installed in a private area of your home, **with private and exclusive access**, are covered by this coverage. A private area is understood to be that part of the property that is not in common use or shared with other owners or users, and to which access is restricted only to the Insured and the persons who live with them.
- **Solar panels:** This coverage covers the Insured's **private** solar panels, installed in a **private area of the property**, as well as the operating mechanisms, inverter and batteries or energy storage units associated with these solar panels.

What is covered

The Insurer guarantees, provided that the Building is insured, and up to the maximum limit indicated in the Special Conditions, payment for the loss or damage suffered by the insured charger and/or solar panels due to any of the following causes:

- ✓ **Fortuitous breakage:** The Insurer will pay compensation for the fortuitous breakage when it is beyond the Insured's control, unforeseen or, while being foreseeable, could not have been avoided.
- ✓ **Burglary:** The Insurer shall pay compensation for robbery, provided that each and every one of the following conditions is met:
 - It is a case of **unlawful theft** in which **force, violence or intimidation of persons** was used to carry it out.
 - It will be necessary to file a **report** with the Police Authority, detailing the property that has been stolen and mentioning **the Insurer** as the company with which the stolen property is insured. The report must be forwarded to **the Insurer** when making the claim.
- ✓ **Loss of energy production from solar panels:** The Insurer will pay compensation for loss of production in solar panels at the home that have suffered an accident covered in the policy taken out, provided that it is proven that, up to the time of the loss, these solar panels were producing energy for their own domestic use.

What is not covered

In addition to what is established in the general exclusions of the policy, **the Insurer** will not provide coverage for:

- ✗ The loss of energy production by solar panels when it is due to an interruption of the electricity supply, or when they are unable to produce energy for any reason, which could be attributable to the companies operating in the energy sector.
- ✗ Acts of vandalism.
- ✗ Electric vehicle chargers installed in communal garages are excluded from this coverage.
- ✗ Solar panels belonging to residents' associations or similar and those installed in common areas where property and access rights do not correspond solely to the Insured are excluded from this coverage.
- ✗ Any other use or exploitation such as for commercial or industrial purposes, etc.
- ✗ Damage resulting from incorrect installation, lack of maintenance, improper handling or unauthorised, incorrect or any other negligent use of the electric charger or solar panels.
- ✗ Damage resulting from failures caused by factors inherent to the operation of the machine, such as errors in design, assembly or defective materials, or electrical faults.
- ✗ Damage caused by breakdowns due to normal wear and tear of parts.

- ✗ Damage produced by extraordinary risks covered by the Consorcio de Compensación de Seguros (Insurance Compensation Consortium), bad faith on the part of the Insured, inherent defect of the apparatus or natural wear and tear.

! You should bear in mind that:

- Payment will be **subject** to the condition that the **existence of the loss has been proven** by the submission of remains or traces, among other things.
- The maximum payment per claim for any of these insured items **will not exceed the limit established in the Special Conditions of the policy, without in any case exceeding the real value of the insured element at the time of the claim.**
- The Insured must maintain the electric charger and the insured solar panels in correct working order and carry out the servicing and maintenance recommended by the manufacturer.
- In the event of a claim, the Insured must **provide any documentation that proves the ownership, correct installation and location of the electric charger and solar panel in the private area of the property**, as well as any other document necessary for the correct handling of the claim.



15. Damage to furniture and trees in gardens and terraces

✗ Essential

Comprehensive (Optional)

Comprehensive Plus (Optional)

What is covered

The **Insurer** will cover, up to the maximum limit indicated in the Special Conditions for risks covered in "Damage by fire, implosion, explosion and smoke", "Damage due to water caused by external pipes" and "Weather damage: wind, rain, snow, floods, hail and lightning", any direct property damage suffered by:

- ✓ All Insured Property located outdoors (on terraces, porches, gardens, recreational facilities, etc.), provided that it is furniture fully intended to be outdoors; and **provided that the contents are insured.**
- ✓ Plants and trees installed on the garden of the property, as well as the garden itself or artificial grass; **provided that the building is insured.**

What is not covered

In addition to what is established in the general exclusions of the policy, **the Insurer** will not provide coverage for:

- ✗ Damage caused by the explosion of materials designed to be used as explosives or other substances or appliances that are not commonly used in homes.
- ✗ Indirect damage, consequential losses, loss of profit or any other damage that is not material and direct damage to the insured property.

You should bear in mind that:

In the event of a claim, the Insured must notify **the Insurer** within the period and in the manner stipulated in the policy, and provide the documentation and information necessary to assess the damage and determine the corresponding compensation. **The Insurer** may require proof of the pre-existence and value of the damaged property, as well as proof of the cause and circumstances of the loss.

Section 2: Theft and burglary

This section comprises various cover options, which may be taken out individually or jointly. Refer to the special conditions of your policy to see which of the types you have purchased.

16. Damage caused by burglary inside the property

✓ Essential

✓ Comprehensive

✓ Comprehensive Plus

What is covered

The Insurer will cover, up to the maximum limit established in the Special Conditions, damage caused as a result of theft or attempted theft of doors, walls or any other construction elements or their installations. In the event that the Building is insured, and to the furniture if the Contents are insured.

17. Theft inside the home

✓ Essential

✓ Comprehensive

✓ Comprehensive Plus

What is covered

The **Insurer** will cover, up to the maximum limit established in the Special Conditions and up to the sum insured for each of the items established in the Special Conditions:

- ✓ Payment for the amount of the Insured Property that has been stolen inside the home.
- ✓ Payment for the amount of the Insured's cash that has been stolen from inside the home.
- ✓ Payment for the amount of jewellery and personal property stolen from inside the home.

18. Theft from within the home

✗ Essential

✗ Comprehensive

✓ Comprehensive Plus

What is covered

This covers, up to the maximum limit established in the Special Conditions and up to the sum insured for each of the items established in the Special Conditions, payment for the amount of the Insured Property which has been stolen from inside the home.

What is not included in coverages 16, 17 and 18?

In addition to what is established in the general exclusions of the policy, the **Insurer** will not provide coverage for:

- ✗ Jewellery, valuables and cash, if they are located in garages, storerooms, terraces, porches or outbuildings, even if these areas are duly protected with a lock, are excluded.
- ✗ Thefts committed due to negligence on the part of the Insured.
- ✗ The theft of jewellery or precious objects that are not stored in built-in safes or heavier than 100 kg during periods when the home remains uninhabited for more than 120 consecutive hours.
- ✗ Property located outside the home itself, in the open air, on courtyards, terraces, gardens or inside open buildings, even if it is located on the plot where the home is located.
- ✗ Burglaries at the building.
- ✗ Damage due to theft or attempted theft of electric vehicle chargers and solar panels.
- ✗ Theft outside the home.

- ✗ Theft of cash, jewellery and valuables.
- ✗ Theft if the insured home is rented or left uninhabited for more than 30 consecutive days.
- ✗ Theft from outbuildings not privately locked by the Insured.
- ✗ Losses caused or facilitated by the complicity or serious negligence of the Insured.
- ✗ Damage to Buildings and Contents committed by squatters.



19. Robbery and armed robbery outside the home

✗ Essential

✓ Comprehensive

✓ Comprehensive Plus

What is covered

The **Insurer** will cover, up to the maximum limit indicated in the Special Conditions, and up to the sum insured for each of the items established in the Special Conditions:

- ✓ Payment for the amount of the Insured Property which has been stolen anywhere outside the home.
- ✓ Payment for the amount of the Insured's cash which has been stolen from them anywhere outside the home.
- ✓ The replacement of locks due to the theft of keys, committed anywhere, against the Insured.
- ✓ Expenses for re-obtaining documents as a consequence of their theft from the Insured, committed anywhere outside the home.
- ✓ Payment for the amount of jewellery and personal property on the person of the Insured at the time of the loss which have been stolen from any place outside the home.

What is not covered

In addition to what is established in the general exclusions of the policy, **the Insurer** will not provide coverage for:

- ✗ Valuables, in any case.
- ✗ Bicycles, laptops, portable consoles, cameras, tablets or ebooks.
- ✗ Thefts caused or facilitated by the complicity or serious negligence of the Insured.
- ✗ Claims occurring when the person robbed was under the influence of alcohol, drugs or narcotics.

- ✗ The use of cards or cashing of cheques 24 hours after the robbery.
- ✗ Thefts occurring inside the Insured's own vehicle.
- ✗ Theft outside the home.

! You should bear in mind that:

For coverages corresponding to items 16, 17, 18 and 19, it is in any case **necessary to file a report with the Police Authority**, detailing the property that has been stolen and mentioning **Línea Directa** as the company with which the home is insured. The complaint **shall be forwarded to Línea Directa** when making the claim.

Section 3: Protection for loss of use of the home

This section comprises various cover options, which may be taken out individually or jointly. Refer to the special conditions of your policy to see which of the types you have purchased.



20. Salvage, fire-fighter and debris removal expenses

✓ Essential

✓ Comprehensive

✓ Comprehensive Plus

In order to understand what this coverage contains, you should be clear about the following terms on which it is based:

- > **Rescue expenses:** Those caused by the use of means to mitigate the consequences of the loss, including those incurred in the transport of the property insured and any other measures taken by the Insured or by the authorities in order to save it.
- > **Fire service costs:** Those caused by the intervention of the fire service, including the fee for providing services.
- > **Debris removal costs:** These are costs that experts deem necessary to appraise damage.

What is covered

The **Insurer** will cover, up to the maximum limit indicated in the Special Conditions, any expenses incurred due to the salvage of the Insured Property, the debris removal necessary to carry out the appraisal of the damage, as well as any created by the intervention of the fire brigade, provided that they are a direct consequence of a loss covered by this Policy.

€ 21. Transfer and temporary accommodation expenses due to forced evacuation from the home

✓ Essential

✓ Comprehensive

✓ Comprehensive Plus

What is covered

- ✓ 21.1. Transfer and hotel stay due to moving out of the home
- ✓ 21.2. Restaurant and laundry expenses due to moving out of the home
- ✓ 21.3. Transfer of furniture to furniture storage facilities
- ✓ 21.4. Guarding and looking after the home in the event of theft or fire
- ✓ 21.6. Early return due to serious loss
- ✓ 21.5. Replacement of electronic devices (TV, computer, tablet, smartphone)

21.1. Transfer and hotel stay due to moving out of the home

In the event of a forced evacuation due to the uninhabitability of the insured home as a result of a loss, and as determined by the corresponding loss adjuster's report (a document drawn up by a loss adjuster appointed by the judicial or administrative authority), the **Insurer** will cover the cost of transferring the Insured and the members of the family unit to a hotel, as well as the cost of accommodation in the establishment.

The loss does not have to occur in the Insured home.

The maximum amount of this cover shall be 3,080 euros per insurance year, with a limit of 100 euros per day and per person, and up to a maximum of 10 consecutive days.

You should bear in mind that:

For the reimbursement of this cover, the Insured must provide an invoice for the accommodation, as well as proof of municipal registration at the insured home or, failing this, the title deed, rental contract, or utility bill or contract (landline telephone, water, electricity or gas) not older than three months.

21.2. Restaurant and laundry expenses due to moving out of the home

In the event of a forced evacuation due to the uninhabitability of the insured home as a result of a loss, and as determined by the corresponding loss adjuster's report (a document drawn up by a loss adjuster appointed by the judicial or administrative authority), **the Insurer will reimburse** restaurant and laundry expenses up to a total limit of €1,000 (a maximum of €100 per day) per insurance year and for a maximum of 10 consecutive days.

The loss need not originate in the Insured home.

You should bear in mind that:

- The prior approval of **the Insurer** is necessary in order for this service to take effect, and for compensation to be payable. To do so, the Insured must contact **the Insurer** to obtain prior approval for the restaurant and laundry expenses covered.
- The Insured must submit invoices, receipts or proof of reimbursable expenses.

21.3. Transfer of furniture to furniture storage facilities

In the event of a forced evacuation due to the uninhabitability of the insured home as a result of a loss, and as determined by the corresponding loss adjuster's report (a document prepared by a loss adjuster appointed by the judicial or administrative authority), **the Insurer** shall bear the cost of the removal, storage and return of the furniture and belongings to a self-storage unit, temporary home or premises designated by the Insured **within the municipality of the Insured's habitual residence**, up to a limit of €2,000 per insurance year.

The loss need not originate in the Insured home.

You should bear in mind that:

The Insurer shall be responsible for finding and selecting the furniture storage facilities, provisional home or designated site by the Insured, unless the Insured selects one that does not involve additional expense to **the Insurer**, with respect to that initially offered.

21.4. Guarding and looking after the home in the event of theft or fire

When as a result of theft, fire, flooding, or explosion, the home of the insured is easily accessible from the outside, **the Insurer** will send security personnel at their own expense until the safety defect is remedied and for up to 72 hours.

21.5. Replacement of electronic devices (TV, computer, tablet, smartphone)

When, as a consequence of any loss covered by the policy, the Insured's TV, computer, tablet, smartphone are destroyed or rendered unusable, **the Insurer** shall manage, at its own expense, the replacement of the affected devices with others that fulfil the same function, until they are replaced by the Insured, and for a maximum period of 15 days.

This service does not apply if the equipment is more than ten years old.

21.6. Early return due to serious loss

If the Insured experiences a serious loss at the home while travelling abroad, **the Insurer** will provide the Insured with a regular airline (tourist class) or train (first class) ticket home, upon presentation by the Insured of a document certifying the accident and the expenses incurred.



22. Costs of alternative long-term accommodation due to the home being uninhabitable

✓ Essential

✓ Comprehensive

✓ Comprehensive Plus

What is covered

The Insurer will cover, up to the maximum limit indicated in the Special Conditions, any expenses caused to the Insured due to the temporary evacuation of their insured home if they are forced to move to another home because of a loss covered by the Policy, including the possible costs of moving items saved and renting a home of similar characteristics to their own, deducting, where applicable, the amount of rent for the home subject to the claim.



You should bear in mind that:

The amount of compensation to which the Insured will be entitled may not exceed that which corresponds to one year of occupancy, or the limit established in the Special Conditions.

23. Loss of rental income due to the uninhabitable state of the property rented to third parties

✓ Essential

✓ Comprehensive

✓ Comprehensive Plus

What is covered

Provided that the Building is insured, **the Insurer** will cover, up to the maximum time and quantity limit indicated in the Special Conditions, and provided that it has been stated that the insured property is intended for rental, the loss of any rent that the Insured ceases to receive as a consequence of an incident covered by the Policy.

What is not covered

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

✗ No indemnity will be paid for homes that were not rented on the day of the loss.

You should bear in mind that:

- The indemnity to which the Insured is entitled will be paid from the day of the loss until the home can be inhabited and for no more than one year.
- The existence of a legally valid rental contract must be demonstrated in order for this coverage to apply.

24. Costs of duplication and re-obtaining documents

✓ Essential

✓ Comprehensive

✓ Comprehensive Plus

What is covered

The Insurer will cover, up to the maximum limit established in the Special Conditions, any expenses incurred by the Insured for the physical replacement, obtainment of duplicates or the reissue of public or private deeds, titles, passports, identity documents and any other documents **for private use and without any monetary value** which may be missing or damaged (in such a way that they are rendered useless to fulfil their function) as a result of a loss covered by the Policy.

What is not covered

In addition to what is established in the general exclusions of the policy, **the Insurer** will not provide coverage for:

- ✗ Documents used in the exercise of a profession, business or professional activity, as well as documents which are not for private use.
- ✗ The replacement of documents having monetary value.

You should bear in mind that:

The Insured must present invoices, receipts or official proof of the expenses incurred in obtaining the duplicate or reissue of the documents.

Section 4: Damage caused by third parties

This section comprises various cover options, which may be taken out individually or jointly. Refer to the special conditions of your policy to see which of the types you have purchased.

The maximum limits established for injuries/deaths are included within the maximum limits established for the Liability per loss, set out in Special Conditions.



25. Civil Liability of owner

✓ Essential

✓ Comprehensive

✓ Comprehensive Plus

What is covered

In the event that the risks of the Buildings are insured in the Policy, **the Insurer** will cover, up to the maximum limit indicated in the Special Conditions, both the payment of the sums that, based on Articles 1,907 and 1,908 of the Civil Code, the Insured is personally obliged to pay in their capacity as owner of the insured Buildings and/or Contents of their home for damage caused to third parties by these items; as well as the proportional part of these that may correspond to

them in accordance with their share in the ownership of all common items in the building and its installations, in claims attributable to the Residents' Association, and **up to the limit established in the Special Conditions.**

Relatives of the Insured up to the second degree of consanguinity or affinity will be considered as third parties, **provided that they do not live in the insured home, solely for this "Civil Liability of owner" cover.**



26. Family liability

✓ Essential

✓ Comprehensive

✓ Comprehensive Plus

This cover includes damage to property, personal injury and financial loss directly resulting from such damage, due to events attributable to:

- The Policyholder, their spouse or cohabiting partner.
- Underage or dependent children, as well as other relatives or persons who habitually live with the Insured and are dependent on them.

What is covered

The **Insurer** covers, up to the sum insured for Liability per claim and year, as well as the limit per victim established in the Special Conditions, and in the event that the Contents risks have been insured, the payment of compensation to third parties that the Insured must pay as a result of:

- ✓ 1. **Extra-contractual liability**, set out in Articles 1902, 1903 and 1910 of the Civil Code, provided that it also arises from any of the following events arising in the sphere of private life and is unrelated to any professional or lucrative activity:
 - a) Food poisoning of third parties derived from the preparation and consumption of food and drink in the insured home.
 - b) Due to taking part in sports as an amateur which are not considered to be extreme sports.
 - c) For carrying out renovation work, provided that it is administratively considered as minor work. For this purpose, minor work shall be understood as any that does not affect structural elements of the building.
 - d) Liability arising from damage caused by things that are thrown or fall from the insured home.
 - f) Damage **unintentionally** caused by the use of **non-motorised** land or sea vehicles, as well as wheelchairs with and without motors, provided that they are considered as **Insured Property** and are not used in competitions or demonstrations.

- ✓ 2. Liability that may correspond to the Insured as the tenant of the insured property with respect to the owner, and solely for the damage covered by “Damage by fire, implosion, explosion and smoke” cover, provided that such damage has been caused in the sphere of private life and outside any professional or gainful activity.



27. Employers' liability insurance

✗ Essential

✓ Comprehensive

✓ Comprehensive Plus

What is covered

The **Insurer** will cover, up to the limit of the sum insured for Liability per claim and year, as well as the limit per victim established in the Special Conditions, and provided that the Contents risks have been insured, the payment of compensation to third parties that the Insured must pay as a consequence of **extracontractual liability**, in their capacity as an employer and user of the home, and derived from damage caused to third parties by domestic staff working for the Insured, in the performance of their duties inside the insured home.



You should bear in mind that:

Damage caused maliciously, damage to the Insured's own property or that of their cohabitants, as well as penalties or fines are not covered. Damage that is not related to the performance of the domestic staff's own duties or is outside the insured property is not covered either.

What is not covered in the Damage caused by third parties coverages group

In addition to what is established in the general exclusions of the policy, the **Insurer** will not provide coverages for:

- ✗ Claims based on contractual obligations.
- ✗ Damage caused by the use of land or sea vehicles with any type of motor (electric scooters, electric bikes, motorboats, etc.) except for those caused by the use of wheelchairs with or without motors.
- ✗ Damage caused to items, property or animals belonging to third parties which are 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.
 - Those requiring Compulsory Insurance.
 - Liability derived from operations that the Insured may carry out on the Internet.
 - Liability arising from acts or omissions by domestic staff where such staff were not registered for social security purposes.
 - Anything arising from the driving or ownership of any class of motor vehicle (land, sea, or air).
 - That is related to the carrying or use of weapons.
 - Anything related to taking part in extreme sports such as, by way of guidance, polo, gliding, parachuting, water sports, bob-sleigh and violent sports such as boxing, wrestling or judo.
 - That originates from participation in competitions, racing or betting, as well as official or professional events or competitions for sports of any kind.
 - Liability for participation in challenges, fights, quarrels or criminal acts.
 - That is due to pollution or contamination of water or air.
 - Liability for keeping animals.
 - Non-observance of legal provisions, or any police, municipal, health and similar ordinances in force. Under no circumstances shall **the Insurer** be liable for the payment of fines or penalties or for the consequences of their non-payment.
 - For acts carried out by children, dependants of the Insured, when they are, even temporarily, under the custody or supervision of third parties, or are outside the insured home.

Section 5: Legal protection and assistance

This section comprises various cover options, which may be taken out individually or jointly. Refer to the special conditions of your policy to see which of the types you have purchased.



28. Legal defence

✓ Essential

✓ Comprehensive

✓ Comprehensive Plus

What is covered

The **Insurer** covers, up to the maximum limit indicated in the Special Conditions:

✓ **Legal defence in liability claims.**

The **Insurer** shall be **exclusively** responsible for the legal defence of the Insured in any legal proceedings brought against them in the event of a liability claim covered by the policy, even if the claim is unfounded.

The **Insurer** shall choose the lawyers and solicitors who will represent the Insured in the legal proceedings.

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

If there is any disagreement about appealing against a judgement, the Insured may lodge the appeal at their own expense and, if they win the appeal, the **Insurer** will reimburse their legal costs and lawyer/solicitor's fees **up to the limit of the sum insured**.

✓ **Conflict of interest.**

If a conflict of interest arises between the Insured and the **Insurer**, due to the latter having to support interests contrary to its defence in the claim, it shall inform the Insured promptly and the Insured may continue with the defence provided by the **Insurer** or, if they wish, may choose their own lawyer. In this case, the **Insurer** shall only take such urgent steps for the defence as are essential and shall pay the Insured for the legal expenses, **up to the limit set in the Special Conditions**.

✓ **Bail.**

Coverage includes bail bonds that may be required by the Insured to cover their Liability, for provisional release and/or to cover economic responsibilities.

✓ Legal costs.

Legal costs and expenses related to the claim shall be paid in proportion to the amount payable by **the Insurer**.

For example, if **the Insurer** covers 70% of the Insured's liability in a claim, it will also assume 70% of the related legal expenses. The Insured shall pay the remaining 30%.

✓ Defence beyond liability limits.

In the event that the sum of the amount paid by **the Insurer** and the legal expenses generated during the management of the claim exceeds the maximum limit of the Liability coverage established in the policy, **the Insurer** shall not reduce the amount paid for these additional expenses.

For example, if the policy covers up to €100,000 and, after a claim, the payout is €95,000 and the legal expenses amount to €10,000, **the Insurer** will pay both items, even though in total they add up to €105,000. In other words, it will not subtract the legal costs from the cover limit.

What is not covered

- ✗ 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.
- ✗ Liabilities originating from a professional, commercial or industrial activity carried out by the Insured.
- ✗ Liability that requires Compulsory Insurance.
- ✗ 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.
 - Those requiring Compulsory Insurance.
 - Anything arising from the driving or ownership of any class of motor or powered vehicle (land, sea, or air). Except for those arising from motorized wheelchairs.
 - That is related to the carrying or use of weapons for hunting or for punishable ends.
 - That is linked to playing polo, flying without a motor, parachuting, water skiing, bobsleigh and violent sports such as boxing, wrestling or judo.
 - That originates from participation in competitions, racing or betting, as well as official or professional events or competitions for sports of any kind.
 - That is due to pollution or contamination of water or air.



29. Damages claim

✓ Essential

✓ Comprehensive

✓ Comprehensive Plus

The **Insurer** shall be responsible for extrajudicial and judicial claims against third parties liable for damages caused to the insured home and those suffered by the Insured, **provided that both are the result of an accident occurring in the insured home.**

For the purposes of this coverage, an accident in the home is considered to be any unavoidable, unexpected and fortuitous event that causes damage to the property itself, its contents or the people who are in it at the time.

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 the **Insurer** considers that it is not appropriate to initiate a lawsuit or to pursue an appeal because it considers that there is no reasonable likelihood of success, 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 at their own expense, they shall be entitled, **within the limits mentioned in the Special Conditions and in accordance with the provisions of this Policy regarding the payment of private counsel fees**, to reimbursement of the expenses incurred in lawsuits and appeals processed in disagreement with the **Insurer**.

What is covered

The **Insurer** covers, up to the maximum limit indicated in the Special Conditions:

✓ **Solicitor fees.**

If the Insured opts for the lawyers and solicitors appointed by the **Insurer**, the **Insurer** shall pay their fees and expenses without limit.

Otherwise, the Insured may freely choose their lawyer and solicitor (if their involvement is compulsory), and the **Insurer** shall cover their fees and the expenses covered, up to the maximum limit established in the Special Conditions.

✓ **Conflict of interest.**

If a conflict of interest arises between the Insured and the **Insurer**, due to the latter having to support interests contrary to its defence in the claim, it shall inform the Insured promptly and the Insured may continue with the defence provided by the **Insurer** or, if they wish, may choose their own lawyer. In this case, the **Insurer** shall only take such urgent steps for the defence as are essential and shall pay the Insured for the legal expenses, up to the limit set in the Special Conditions.

✓ **Notary expenses.**

Notary expenses for granting powers of attorney for lawsuits and other acts necessary for the defence of the Insured's interests are covered.

✓ **Fees.**

Taxes, fees and legal costs resulting from the processing of procedures are covered.

✓ **Expert costs.**

Both the fees and costs of experts appointed or approved by **the Insurer** are covered.

✓ **Costs for the use of Alternative Dispute Resolution (ADR).**

Coverage includes expenses that are in accordance with the applicable legal regulations for work carried out by a lawyer of the insured's own free choice who can demonstrate representation and that each of the steps are taken in accordance with the regulations in force.

✓ **Legal costs.**

Payment in criminal proceedings of the sums involved in legal costs, excluding in all cases damages and fines.

What is not covered

✗ Claims for damages based on contractual obligations.

✗ Liability that requires Compulsory Insurance. Where there is a legal obligation to take out insurance, the coverage of this policy shall not apply.

✗ Damages, interest, penalties or sanctions imposed on the Insured by any administrative or judicial authorities.

✗ Taxes and other fiscal payments arising from the submission of public or private documents to Official Bodies.

✗ Costs arising from the Insured participating in any kind of procedure other than those included in this coverage.

✗ Claims that are unjustified, based on responsibility for the events or manifestly disproportionate to the assessment of damage- Payment of fees for lawyers or solicitors of their own free choice, when they have not previously notified their appointment in writing to **the Insurer**.

29.1. Appointment of private Solicitor and Counsel

Following the occurrence of an accident, the Insured may demand **the Insurer'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 **the Insurer**, 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 **the Insurer** 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 **the Insurer**, at the request of the latter, about progress in the handling of the incident.

The lawyer and solicitor appointed by the Insured will not be subject, under any circumstances, to instructions by **Línea Directa**.

29.2. Pay the insured the costs covered in the case of privately appointing a barrister or solicitor

The Insured has the right to freely choose a lawyer and solicitor (if necessary) who will defend and/or represent them in the legal claim.

The Insurer shall pay the fees of these professionals and the expenses covered by this policy, up to the maximum limit established in these Special Conditions.

Before the Insured proceeds to make the appointment, **the Insurer** must have had the opportunity to study the loss and conclude that the events declared are covered by this policy.

The lawyer and solicitor appointed by the Insured will not be subject, under any circumstances, to instructions by **Línea Directa**.

The Insured has the right to agree with the chosen lawyer on the fees freely agreed upon.

Without prejudice to the foregoing, **the Insurer** will only reimburse the Insured for the fees paid up to the equivalent of the average market price, without in any case exceeding the maximum limit indicated, the excess being at the Insured's expense.

This "average market price" will be reduced or increased, taking into consideration the following criteria:

- The work actually carried out.
- The legal complexity of the case and/or the complexity of the case or the evidence produced.
- The result obtained.
- What other lawyers charge in similar cases.

In cases where the intervention of the solicitor is mandatory by law, the fees and expenses of the solicitor shall be reimbursed in accordance with the legally applicable charges and within the above limit established in the Special Conditions of the coverage.

To refund this amount, the Insured must provide proof of the quote agreed with the professional (order form), the invoice and payment, as well as any other documentation requested by **Línea Directa**.

In the event that the lawyer and/or solicitor chosen does not reside in the judicial district where the proceedings are to take place, the Insured shall be responsible for the expenses and fees invoiced for travel, subsistence and board and lodging.

In the event that the costs of the proceedings are imposed on the opposing party and the fees of the lawyer and solicitor are paid by the latter, **the Insurer** will be exempt from their payment, in the event that they have not yet been paid, or may demand a refund of the amount paid in the event that they have been paid.



You should bear in mind that:

This coverage shall be applicable to events occurring in Spain, subject to Spanish law and Spanish Courts.



30. Legal advice and legal protection of the insured

✗ Essential

✓ Comprehensive

✓ Comprehensive Plus

The Insured's Legal Advice and Protection coverage provides specialist legal support to resolve any legal issues related to the insured home. It includes consultation services, review and drafting of documents, as well as defence and protection of the insured's interests against incidents with neighbours, tenants, landlords, contracts or administrative sanctions.

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 coverage, the loss shall be deemed to have occurred:

- In litigation on contractual matters, at the time the contract was signed.
- In cases of extra-contractual liability claims, at the same time as the damage was caused.

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

What is covered

- ✓ 30.1. Telephone/online legal advice
- ✓ 30.2. Emergency legal advice (24 hours)
- ✓ 30.3. Face-to-face assistance of a lawyer in case of arrest
- ✓ 30.4. Review and drafting of extrajudicial documents and contracts related to the day-to-day running of the insured home and negotiations with the opposing party
- ✓ 30.5. Legal defence against administrative penalties
- ✓ 30.6 Legal protection of the insured

30.1. Telephone/online legal advice

The **Insurer** will provide the Insured with a telephone and/or online advisory service, provided by licensed lawyers, to guide them on any legal or juridical query concerning the insured home and limited to Spanish law. Specifically, it includes:

- ✓ **Contract enquiries:** The Insured can receive legal advice on the drafting, interpretation and conditions of contracts for the sale or lease of the property.
- ✓ **Assistance in purchase and sales incidents:** This covers any doubts and problems that may arise during the process of buying or selling the property, such as claims for defects, breaches of contract or delays in delivery.
- ✓ **Funding and registration issues:** The insurance offers advice on aspects related to the mortgage necessary for the purchase of the property, as well as registration procedures and problems (e.g. registration in the Land Registry).
- ✓ **Rental enquiries:** The Insured can consult any legal aspect related to the rental of the property, including the rights and obligations of both the landlord and the tenant.
- ✓ **Non-payment of rents:** This includes advice in the event that the tenant does not pay the rent agreed in the rental contract.
- ✓ **Taxation of housing:** The service includes queries relating to income derived from renting.
- ✓ **Association of property owners:** This includes queries related to the homeowners' association for the insured home, as well as the obligations and rights of the owners at this association.
- ✓ **Home renovations:** The service includes enquiries about licenses, permits and administrative sanctions related to home renovations.

30.2. Emergency legal advice (24 hours)

24-hour assistance in connection with urgent legal consultation. Such as, for example, in a situation of theft, deprivation of liberty, etc. It is also limited to matters that are regulated by Spanish law.

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

The **Insurer** will provide the Insured with a lawyer's in-person service in the event of the arrest of the homeowner for events related to the insured home. 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.

30.4. Review and drafting of extrajudicial documents and contracts related to the day-to-day running of the insured home and negotiations with the opposing party

- ✓ Advice on documents and contracts.
- ✓ Revision of documents and contracts.
- ✓ Drafting of documents and contracts.
- ✓ Submission of the defence and appeals in administrative proceedings.

The **Insurer** shall draw up and/or draft these documents in accordance with the details provided by the **Insured** and send them to the Insured by the agreed electronic means. Except in the case of administrative documents, the maximum time limit for drawing up the documents shall be three working days after the Insured has provided the information necessary for the completion of the documents.

In the event that the letter requested from the **Insurer** is subject to a legal deadline, the Insured must send the **Insurer** all the documentation and information necessary for its preparation at least three working days before it is due to expire.

The **Insurer** shall not be liable for the accuracy of the details provided by the Insured and does therefore accept no responsibility whatsoever in the event of inaccuracy or failure to update these details, or for the adverse result of the handling entrusted. The Insured must collaborate with the **Insurer** in any clarifications or formalities that may be necessary for the correct operation of the service. If the Insured should fail to submit the documentation in due time, the **Insurer** shall not be liable for the failure to submit the relevant document in due time, or for any consequences arising from this.

30.5. Legal defence against administrative penalties

The **Insurer** covers legal defence in administrative and administrative proceedings related to administrative penalties concerning housing (it does not include the payment of fines or any expenses derived from the penalty).

30.6. Legal protection of the Insured

The **Insurer** will cover, up to the policy limit or sum insured of up to €10,000, 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, the protection of the Insured's interests in the following cases:

- ✓ **Claims** for non-fulfilment of repair or maintenance service contracts for the installations at the home when the payment for such services corresponds in full and has been paid by the Policyholder.
- ✓ **Claims** corresponding to the Insured against the Homeowners' Association, due to legal or statutory breaches by the latter, **provided that the Insured is up to date with the payment of the established fees.**
- ✓ **Claims** that correspond to the Insured with respect to their immediate neighbours, due to non-compliance with legal regulations in relation to smoke or gas emissions.
- ✓ **Claims** corresponding to the Insured for breach of contract against those who have carried out work or provided services at the insured home, provided that they are qualified professionals and that the work or service has been paid for.
- ✓ **Claims** corresponding to the Insured with respect to the insured home, due to breach of contract for the purchase, cleaning, restoration or rental of domestic and personal furnishings, furniture, household appliances, image, sound and electronic devices and objects of art.
- ✓ **Claims** corresponding to the Insured arising from employment contracts for domestic staff, **provided that the worker is registered with the Social Security.**

a Guaranteed expenses for the Insured's Legal Protection of coverage 30.6

The following expenses are covered in the event of a legal claim, up to the limit established for this cover per claim:

- ✓ Solicitor fees and costs.
- ✓ Charges and fees for a solicitor, **when their intervention is mandatory.**
- ✓ Fees for experts **whose opinion is necessary, in legal proceedings**, in support of the Insured's claims.
- ✓ Taxes, fees and legal costs arising from proceedings covered in this policy.
- ✓ 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.
- ✓ Deposits required for the submission of appeals.
- ✓ The costs for the filing of Alternative Dispute Resolution (ADR) in accordance with the applicable legal provisions.

! You should bear in mind that:

- It is a necessary condition for the commencement of any proceedings that **the Insurer** declares the claim to be admissible.
- A minimum litigation fee of €200 applies for the initiation of any of the claims included in this coverage in the judicial process.
- After the initial amicable claim, **the Insurer** may initiate a legal claim, unless **the Insurer** considers it infeasible or reckless.
- The sum insured and limit for this coverage constitutes the maximum limit of the amount payable by **the Insurer**, whatever the number of Insured parties, for all proceedings arising from the same event or cause of action, regardless of the number of proceedings to which it gives rise, or the courts to which an appeal may be made.
- In the event of disagreement with the performance of the expert appointed by **the Insurer**, the Insured may choose the professionals of their choice, **the Insurer** being responsible for the expenses up to the limit set in these General Conditions in the event of obtaining a more favourable result.
- When any conflict arises between the Insured and **the Insurer**, due to the fact that the Insured has to support interests contrary to its defence in the claim with respect to cases covered by this Legal Protection of the Insured coverage, **the Insurer** shall immediately inform the Insured, without prejudice to taking any steps that, due to their urgent nature, may be necessary for the defence. In this case, the Insured may choose between maintaining legal management by **Línea Directa** or entrusting their defence to another person. In the latter case, **the Insurer** will be obliged to pay the costs of such legal guidance, up to the limit established in these General Conditions.
- In the event that the Insured should appoint a lawyer of their own choice, they must inform **the Insurer** in writing in advance.

b Right to free choice of professionals in coverage 30.6

The Insurer shall carry out, by itself or through its professionals, any extrajudicial actions arising from this coverage within the insured sums. 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 the commencement of legal proceedings, **the Insurer** shall inform the Insured of their right to freely choose professionals to represent and defend them in the corresponding litigation included in this cover.

The Insured, under the conditions and within the limits provided for in this coverage, shall have the right to freely choose the solicitor and lawyer who are to represent and defend them in the proceedings that are the object of this coverage.

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.

Lawyers' fees shall be paid in accordance with the rules established for the purpose of the appraisal of costs by the corresponding professional association, which 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 is not covered

In addition to what is established in the general exclusions of the policy, **the Insurer** will not provide coverages for:

- ✗ The defence of malicious acts or bad faith on the part of the Insured.
- ✗ The payment of penalties, damages or fines imposed on the Insured.
- ✗ Legal defence and claims related to squatting of housing and "tenant squatting" (cases of occupation of housing, derived from the breach of a previous lease contract). Events prior to the validity of the policy and those which, although they could have been covered, are declared after two years have elapsed from the date of termination or cancellation of this contract.
- ✗ Claims that the Insured may make against each other or against **the Insurer** or against any employee or professional of **the Insurer** or any of the companies in its group.
- ✗ Claims against tenants for seasonal leases or leases of less than one year, subleases and commercial leases.
- ✗ Claims for non-payment of rent legitimised by a provision from some kind of competent authority or caused by the uninhabitability or structural problems of the property.
- ✗ The Insured's claim against **the Insurer** under this contract.
- ✗ Costs arising from consolidation of cases or counterclaims, when referring to matters not covered by this Policy.

- ✗ The issuing of written reports and opinions, as well as the drafting of any type of contract not expressly provided for in the policy, or the completion of official forms or statements of a periodic or obligatory nature, particularly management, accounting and technical consultancy services.
- ✗ Liability that requires Compulsory Insurance.

Section 6: Home assistance

This section comprises various cover options, which may be taken out individually or jointly. Refer to the special conditions of your policy to see which of the types you have purchased.

Domestic staff shall not be covered by the coverages in this group.

31. Gaining access to the home

✓ Essential

✓ Comprehensive

✓ Comprehensive Plus

What is covered

The **Insurer** will pay the travel and labour costs necessary to open the door of the insured property in the following situations:

- ✓ When the Insured is unable to enter or leave their insured home as a consequence of any accidental event, such as loss, mislaying or theft of keys.
- ✓ When the lock is rendered useless due to attempted burglary or any other cause that prevents it from being opened.

What is not covered

The **Insurer** will not cover the following expenses under this coverage:

- ✗ Replacement or repair of the lock.
- ✗ Replacement or repair of keys.

- ✗ Replacement or repair of other closure elements.
- ✗ Replacement or repair of the door.

! You should bear in mind that:

The Insured shall bear the costs of repairing or replacing locks, keys or any other items, if necessary after opening.

32. Repair of electrical appliances

✗ Essential

Comprehensive (Optional)

✓ Comprehensive Plus

In order to understand what this coverage contains, you should be clear about the following terms on which it is based:

> **Market value:** Value of the appliance on the market immediately before the loss, deducting the use, degree of utilisation and maintenance. If the model does not exist on the market, others with similar features and performance will be valued.

> **Events covered by this cover:** Mechanical, electrical and/or electronic breakdown of any domestic appliance listed in point b) below, "domestic appliances covered", located inside the insured home.

What is covered

The **Insurer** will cover a repair service with the following characteristics:

✓ Covered Expenses:

- Technician's call-out fees. **There is a limit of 2 repairs per insurance year.**
- Manpower (up to 3 hours per job).
- Necessary material for the repair of mechanical, electrical and/or electronic breakdowns suffered by the household appliances included in this cover.

✓ Appliances covered:

- Washing machine.
- Electric cooker or hob.
- Dryer.

- Dishwasher.
- Refrigerator.
- Freezer.
- Oven.
- Microwaves.
- Wine cellar.
- Extractor hood.

✓ Compensation in case of impossibility to repair:

- If the appliance cannot be repaired or no parts are available, compensation is paid at market value, up to a maximum of €300.
- A depreciation of 10% per year since purchase will be taken into account, with cover in any case for a minimum payment of 35% of the market value.

What is not covered

The Insurer will not include the following under this coverage:

- ✗ Appliances over 12 years old.
- ✗ Household appliances that are still under warranty. If the warranty period is not known, the warranty period according to the legislation in force at the time of purchase shall apply.
- ✗ Faults arising from lack of maintenance or misuse.
- ✗ Repairs whose cost exceeds the lesser of these two amounts: the market value of the household appliance or the limit established in the Special Conditions.
- ✗ Excess labour time (more than 3 hours per service) will be paid by the policyholder.

! You should bear in mind that:

- Financial and time limits: Only two (2) repairs per year and up to 3 hours of labour per repair are covered.
- Additional cost: If the repair requires more than 3 hours, the policyholder must pay the excess.
- Assessment of payment: Annual depreciation can significantly reduce the payment, but a minimum of 35% of the market value is always guaranteed.
- Documentation: It is advisable to keep the purchase invoice to prove the age and value of the appliance.



33. Handyman and maintenance

✗ Essential

✓ Comprehensive

✗ Comprehensive Plus

What is covered

At the request of the Policyholder or Insured, the Insurer will send a professional to the insured home to carry out the non-urgent services detailed in this Clause in the insured home, with the following characteristics:

- ✓ This cover shall be provided up to a limit of one service per annual period.
- ✓ With a maximum of 3 hours labour in which several services may be performed by the same specialist, provided they belong to the same group (exceptionally the limit will be 1.5 hours of labour if 2 workers from the same group are required).
- ✓ The Policyholder must pay for the cost of the materials used and, where applicable, any excess labour time that may occur in each service provided, except for the first 3 hours which will be borne by **Línea Directa**.
- ✓ This cover only includes the cost of the call out and labour.
- ✓ It does not include necessary materials and mechanisms.

The services covered include the following interventions:

33.1 Handyman

- ✓ Installation of curtains, furniture and shelves
 - Hanging curtains, blinds, curtains, paintings, clothes lines, bathroom and kitchen accessories, mirrors, coat racks and wardrobe rails.
 - Installation of shelves.
 - Furniture kit assembly.
 - Installation or attachment of decorative figures attached to walls.
- ✓ Doors and Windows
 - Insulating windows: only weatherstrips between door and frame and attaching glass with silicone.
 - Repair and adjustment of damaged blinds made of aluminium or PVC. It only includes replacement due to breakage of the following: blind belt (or other materials when they perform the same function), slats, brackets, stops, sidewinders (or spools in the case of cords) and/or bearings/pulleys/belt mechanisms.

- Changing or installation of handles, doorknobs, springs and small latches on wooden interior doors.
- Changing hinges in small doors in kitchen furniture, bathrooms and wood fittings.

✓ Floors

- Finishing plates: floor trim (joint covers at the transition of 2 different floors); corner wall protectors.

✓ Electrical installations

- Installation or replacement of plug and switch trims, light bulbs, neon tubes, fluorescent tubes and primers when there is no need to modify electrical wiring.
- Installation of lamps, wall lights or ceiling lights as long as no electrical wiring needs to be modified.
- Installation of gutters to cover cables.
- Creation of new points for lighting, sockets, telephones or televisions, carrying out the installation on the surface provided that it is not necessary to carry out any type of masonry work or similar.

33.2 Maintenance

✓ Cisterns, taps and stopcocks

- Changing or repairing damaged cistern mechanisms provided that it is not necessary to change the complete cistern (ware) or carry out any type of masonry or similar work. The replacement of toilets is excluded, as well as work on any toilets which, involve risk of breakage due to their age or deterioration, is advised against, as well as repairs in toilets with hidden mechanisms (wall-hung toilets or similar). Any built-in tank, fixed to the wall with screws, is excluded when any changes are evident other than those due to the proper installation of the part.
- Replacement or repair of damaged stopcocks or taps, exposed drainage pipes or hoses that leak, with others of similar characteristics to the pre-existing ones, provided that it is not necessary to carry out any type of masonry or similar work. Taps on shower columns or whirlpool baths are excluded. In the case of bathroom installations, the service is excluded if it is not possible to only replace the tap. Additional operations, such as changing the pipe section, etc., are not covered.
- Repair of leaks originating inside the home that involve sealing the edge of the bath, shower tray, basins or sinks with grout or silicone, regardless of whether they cause damage or not. This is excluded when, due to the poor condition of the installation in general, simple grouting of the edges is not sufficient.
- Repair of leaks in radiator valves or bleeders, including the replacement of the part if considered necessary. This service is excluded as long as the part is not leaking or broken. Any

operation that forms part of community facilities is excluded, and any additional operations that may exist, such as replacing a pipe section, are not included. Any repair or change in which the valve or bleeder is welded to the radiator or to the existing pipes is excluded.

✓ Walls

- Covering of small holes in untiled walls produced by drilling (by hanging pictures, accessories or similar).

✓ Unblocking without damage

- Resolving total or partial blockages originating in the Insured's private facilities, using manual means or pressure equipment. If it is necessary to replace the pipe, there will be coverage for this, provided that the section to be replaced does not exceed 1.5 m. Any blockage in which it is necessary to puncture, open holes or disassemble furniture is excluded. Drain cleaners shall not be used at any time.

What is not covered

In addition to what is established in the general exclusions of the policy, **the Insurer** will not provide coverages for:

- ✗ This excludes any type of work for which auxiliary means are necessary (safety equipment, scaffolding, extension ladders of more than 2.5 m, etc.).
- ✗ Work requiring drilling work, breaking of walls, tiling, dismantling of furniture, etc., is excluded.
- ✗ Repairs to built-in cisterns or when the wall has to be cut into to carry out the work and the repair of automatic blinds are excluded.
- ✗ The replacement of the complete blind and/or all the slats/section, as well as the breakdown of motors and controls for electric blinds, even if they are domestic ones.
- ✗ Wooden shutters, automatic shutters or metal shutters for locking shops are excluded.
- ✗ The repair of the blind housing or any other element other than those detailed in the description of the service is excluded, as well as when the blind has been tampered with prior to the intervention or when, due to the state of the blind, the professional cannot carry out a repair with safety or guaranteed success.
- ✗ Blockages in septic tanks, sewers, drains, manholes and public sewers, as well as blockages in drains from air-conditioning units.
- ✗ Coverages and services that have not been authorised by **Línea Directa Aseguradora**.

You should bear in mind that:

- The Insured must pay for excess materials used and, where applicable, any excess labour time that may occur in each service provided.
- Any service not requested through **Línea Directa** will not entitle you to a refund or compensation.

34. Premium handyman and maintenance

✗ Essential

✗ Comprehensive

✓ Comprehensive Plus

What is covered

The premium type of Handyman and maintenance coverage covers the same provisions and services as described in the previous section, with an increase in the limit to **2 services per annual period** and with the following characteristics:

- ✓ A maximum of 3 hours labour in which several services may be performed by the same specialist, provided they belong to the same group (exceptionally the limit will be 1.5 hours of labour if 2 workers from the same group are required).

The Insured must pay for the cost of the materials used and, where applicable, any excess labour time that may occur in each service provided, except for the first 3 hours which will be borne by **Línea Directa**.

- ✓ This cover only includes the cost of the call out and labour, as well as materials up to €80 only in the case of replacement or repair of cistern mechanisms, stopcocks, faulty taps, exposed drain pipes or hoses, water intakes for household appliances, valves and overflows.

Premium Maintenance

- ✓ **Resolving blockages by using vacuum vehicles** or tank trucks in the Insured's private facilities located inside the insured home. This service has a **limit of €300**. Any damage that may have resulted from the blockage or any operation to unblock it is excluded, as it will be covered by the corresponding coverage. Also excluded are unblocking work in septic tanks, sewer pipes, drains, manholes and public sewers, as well as blocked drains in air-conditioning units.
- ✓ Valve and overflow. Even if there is no damage to the insured property, the labour and materials necessary to fix or replace them are covered. It should not require masonry work.

- ✓ Repair/installation of outdoor lighting in items outside the insured home such as courtyards, gardens and terraces, which do not require modification of electrical wiring or masonry or similar work.
- ✓ Repair of external, visible and easily accessible gutters, drains and gratings.
- ✓ Repair/installation of awnings and pergolas.
- ✓ Repair/installation of irrigation controllers, drippers or sprinklers.
- ✓ Garage door repair.
- ✓ Erection of garden shed.
- ✓ Installation of privacy screens.

What is not covered

- ✗ This excludes any type of work for which auxiliary means are necessary (safety equipment, scaffolding, extension ladders of more than 2.5 m, etc.).
- ✗ Work requiring drilling work, breaking of walls, tiling, dismantling of furniture, etc., is excluded.
- ✗ Repairs to built-in cisterns or when the wall has to be cut into to carry out the work and the repair of automatic blinds are excluded.
- ✗ The replacement of the complete blind and/or all the slats/section, as well as the breakdown of motors and controls for electric blinds, even if they are domestic ones.
- ✗ Wooden shutters, automatic shutters or metal shutters for locking shops are excluded.
- ✗ The repair of the blind housing or any other element other than those detailed in the description of the service is excluded, as well as when the blind has been tampered with prior to the intervention or when, due to the state of the blind, the professional cannot carry out a repair with safety or guaranteed success.
- ✗ Blockages in septic tanks, sewers, drains, manholes and public sewers, as well as blockages in drains from air-conditioning units.
- ✗ Coverages and services that have not been authorised by **Línea Directa Aseguradora**.
- ✗ Las garantías y prestaciones que no hayan sido autorizadas por **Línea Directa Aseguradora**.



You should bear in mind that:

- Premium Handyman and Maintenance coverage extends the scope of services covered, especially for exterior items and complex unblocking.
- The Policyholder must pay for excess materials used and, where applicable, any excess labour time that may occur in each service provided.

! You should bear in mind that:

- Any service not requested through **Línea Directa** will not entitle you to a refund or compensation.



35. Technological assistance in the home

✗ Essential

○ Comprehensive (Optional)

✓ Comprehensive Plus

The Technological Assistance cover in your home insurance offers you specialised help to resolve incidents with your electronic devices, such as computers, mobiles, televisions or Wi-Fi networks. In addition to technical support, it includes training and digital education services.

What is covered

- ✓ 35.1. Remote technological computer support
- ✓ 35.2. Technological computer assistance at home
- ✓ 35.3. Saving backups
- ✓ 35.4. Data recovery
- ✓ 35.5. Online technology training

35.1. Remote technological computer support

The Insured may contact a qualified technician on unlimited occasions, **365 days a year and 24 hours a day**, by telephone or Internet chat, in order to receive technical support in the use of home technology:

- ✓ Personal computers: laptops or compact CPUs.
- ✓ Software.
- ✓ Internet (either Windows IOS or Android).
- ✓ Mobile phones, tablets and Smart TV.

Provisions included:

- ✓ Help in managing applications and internet connectivity.
- ✓ Help in the management of email accounts.
- ✓ Installation and de-installation of applications and antivirus software.

- ✓ Upgrading of operating system versions.
- ✓ Configuring and operating systems and applications.
- ✓ Advice on the use of on-device applications.
- ✓ Installation and configuration of peripherals such as printers, scanners, etc.
- ✓ Support for multimedia platforms and streaming.

In order to carry out these activities, it will be necessary for the Insured to have the relevant licence or the update should be free of charge.

35.2. Technological computer assistance at home

This service is only applicable if an attempt has been made to resolve the issue beforehand by means of fully operational remote control connections, and no solution has been found.

The home service is guaranteed free of charge to the Insured within a maximum of 48 hours on working days, with an annual limit of 2 services and a limit of 3h per service, and it does not include the cost of materials, where necessary. If necessary, only licenced software will be installed.

The Insured may also request this service to resolve any incident other than that established in the previous paragraph. In this case, the travel expenses of the qualified professional are covered, and the labour and materials shall be at the sole expense of the Insured.

What is not covered by remote and home computer assistance support?

- ✗ Home automation.
- ✗ Hardware or software support outside the scope of coverage of this Policy, as well as servers.
- ✗ Expert advice on the functionality of applications. Advanced support for applications developed specifically for MS Office products (Outlook, Word, Excel, Access, PowerPoint) or other specific management software.

35.3. Saving backups

This service allows the Insured to contact a computer expert in order to have an online backup, with a limit of 1 annual service.

Services included are:

- ✓ The installation of the backup program by a qualified technician in a remote session.
- ✓ Programme configuration for automatic completion of the backup.

- ✓ Advice on the files to be included in the backup.
- ✓ Recommendation on the creation of usernames and passwords that allow access to the coverage and information stored in the online backup.
- ✓ The maximum predetermined size of the online backup is 15 GB.
- ✓ The possibility of accessing the files stored in the backup.
- ✓ The automatic production of a periodic incremental backup.
- ✓ Once the online backup is programmed, **the Insurer** does not have access to backup information or passwords. It is the user's responsibility to keep the passwords to access the backup copy.
- ✓ **The Insurer** accepts no liability for the information stored in the backup, as well as data loss due to inappropriate use of the application by the Insured and for reasons beyond the control of the supplier.

35.4. Data recovery

The Insurer covers, within the **2 services per year** limit and with a maximum of **€2,000** per insurance year, the recovery of data in those data storage devices owned by the Insured that suffer damage that prevents access to the information contained in the damaged media through the use of the Operating System. Causes considered damage that gives the right to use this coverage are:

- ✓ External damage such as accidents, water damage, falls or fire.
- ✓ Human errors.
- ✓ Computer viruses.
- ✓ Software problems.
- ✓ Hardware problems.

In order to be able to provide the service, it is necessary to have the damaged information storage medium physically available, as well as the Insured's express authorisation to access its contents.

The Insurer does not guarantee any result as a consequence of this coverage, nor will it indemnify or compensate in any way in the event that total or partial recovery of the information contained in the medium is not achieved.

The Insurer waives all liability in the event that the attempt to recover the data causes major damage to the medium or device and even its complete destruction or the definitive loss of the data contained in it.

The Insurer and companies contracted by it to carry out the recovery work shall under no circumstances be held liable for any direct or indirect damage of any kind that may result from the use by the Insured of the recovered data, nor for any claim that may be made by third parties

in relation to the ownership of the property and rights over the media and/or data subject to the coverage.

Any information, data, methods and documentation that may become known as a result of the use of this cover shall be treated as strictly confidential.

The viability of recovery decreases in cases of:

- Handling by non-professional personnel.
- Fire.
- Loss of tracks (overwriting of internal drive settings).
- Overwriting of data (e.g. formatting and reinstallation).
- Impacts.

The following procedure will apply for this coverage:

- **The Insurer** will collect, by means of a courier, the damaged media, including, if any, special boot disks, passwords to access the system, directories and programs necessary to run the files that need to be recovered. **The Insurer shall not be liable for any loss or damage that the media may suffer during sending or transport to or from any of the facilities, as well as for any loss of profits or any consequence derived from the above.**
- Once the damaged media have been received, they will be immediately analysed and diagnosed in order to begin the process of recovering the data contained in them.
- Once the process of data recovery from the damaged media is complete, the recovered data will be sent to the Insured in a new medium at no charge to the Insured. This includes the transport costs incurred for the shipment of the medium.
- In order to cover any possible loss during transport of the media, a backup copy of the recovered data shall be recorded and kept in a safe place. Once fifteen days have elapsed from the date on which the medium was sent to the Insured, the above backup copy shall be permanently destroyed.

What is not covered in data recovery

- ✗ Files and devices outside the scope of coverage detailed in these General Conditions and, in all cases, complex storage systems (groups of physical volumes), application servers, back-up tapes and web servers are excluded from the coverage.
- ✗ Resetting or reinstallation of computer media.
- ✗ The replacement or repair of any type of damage or fault in the device sent that was the subject of the data recovery service. The data contained may be recovered provided that this is technically possible.

- ✗ Recovery of storage media that have been tampered with prior to delivery for recovery.
- ✗ Recovery is impossible in the event of disappearance of the media, damage with acids or similar products, in the event of overwriting of the media or so-called “HeadCrash” (loss of the magnetic film due to “head landing”).
- ✗ The recovery of originals of films, CDs, games and other applications.
- ✗ Devices for professional use.

35.5. Online technology training

The Insured and all members of the household covered by the policy will have the opportunity to take specific online training courses or digital pills for the training and learning of technical concepts in the use of technologies in the home.

The training topics will be on different relevant and topical issues:

- ✓ Basic technical concepts of technologies in the home: WiFi, TV, mobiles, PCs.
- ✓ Good secure password management.
- ✓ Digital transactions with the administration.
- ✓ Technological developments and recommendations.
- ✓ Advice on acquiring new technologies in the home.
- ✓ New features in software updates.
- ✓ Cyber security: concepts and preventive actions.



36. Access to professionals for repairs not covered

✓ Essential

✓ Comprehensive

✓ Comprehensive Plus

What is covered

The **Insurer**, at the request of the Insured and **provided that there is no claim covered by this policy**, covers the provision of a professional dedicated to one of the following activities: Plumbing, Electricians, Glaziers, Carpentry, Woodwork, Metalwork, Locksmiths, Household Appliance Technician, General cleaning and window cleaning, TV, video, DVD technician, Antenna specialist, Masonry, Gas technicians*, Blinds, Unblocking and tanker truck, Roof repairer, Marble workers, Air conditioning, Boilers, Painter and Decorator, Upholsterers, Carpet layers, Awnings, Doormen, Plasterers, Varnishers, Gardeners, Small load transport, Contractors, Handyman.

With the information provided by the Insured, **the Insurer** will issue an indicative telephone estimate.

This estimate will be **free of charge, except in those cases where a prior intervention by a professional is essential and involves labour costs**. In such cases, the cost of that intervention will be deducted from the final price if the Insured accepts the estimate and the service is carried out.

The Insurer will in any case assume the call-out cost of the professional to the insured property, and the Insured **will be responsible for any other expenses arising from the performance of the services requested of the professional by the Insured**.

The repair carried out will have a **1-year guarantee**.

Covered Emergency Services

The Insurer guarantees the **availability of a professional**, covering the cost of travel, to provide the **emergency services** requested by the Insured within a maximum period of 3 hours, in the following specialties:

- ✓ Plumbing
- ✓ Electricity
- ✓ Locksmithing
- ✓ Glazing

This emergency coverage applies in cases of breakdown, loss of keys, theft or attempted theft, weather-related events, malicious acts, or any other cause that creates an emergency situation.

What is not covered

- ✗ The material and labour costs will be borne by the Insured.



You should bear in mind that:

Some services marked with * will not be possible in some provinces, in which case the Insured will be paid the amount corresponding to the call-out charge for another professional.

Section 7: Legal protection from squatting



37. Legal protection from squatting

✕ Essential

Comprehensive (Optional)

Comprehensive Plus (Optional)

The **Insurer** covers legal protection and any expenses or losses arising from the cases indicated, provided that they are derived from “squatting” on the insured property, this being understood to be the occupation of the property and remaining in it without the due permission of the owner.



You should bear in mind that:

- Those cases in which the occupant did at some time have the permission of the Insured to occupy the property or those in which a contract or legitimate right had existed in the past that justified the occupation will not be covered.
- Incidents arising from squatting are covered, provided that both the incident and the squatting itself occurred after the entry into force of the cover.
- The Insured must notify **the Insurer** of the incidents within two years following the date of their occurrence. Once this time has elapsed, and in accordance with the law, the Insured’s right to claim the insured amount will be extinguished due to the passage of time.
- For liability coverage for damage caused to third parties during the squatting, the incident shall be deemed to have occurred at the time the damage was caused to the third party. In the case of continuing damage, the incident shall be deemed to have occurred at the time the damage first manifested itself.
- For the coverage of Conflicts related to occupation, the conflict/loss is deemed to have occurred when the insured’s rights were first affected, i.e. the occupation.
- **The Insurer** will assume payment of the insured expenses up to the maximum limit detailed in these General Conditions. It will operate as a double limit: a maximum limit to be paid in each incident occurring in relation to that coverage and as an annual maximum limit regardless of the number of incidents occurring.
- Incidents occurring in Spain are covered as long as a Spanish court is competent to hear the case.

What is covered

- 37.1. Compensation for accommodation expenses
- 37.2. Compensation for supply costs
- 37.3. Compensation for loss of rent from the insured property
- 37.4. Compensation for furnishing expenses
- 37.5. Liability for damages caused to third parties during the occupation
- 37.6. Remote legal advice
- 37.7. Squatter-related conflicts

37.1. Compensation for accommodation expenses

The Insurer guarantees the payment of financial compensation, up to a limit of €1,000 per month for a maximum of 12 months, to offset any expenses that the Insured may have to bear as a result of having to pay for accommodation as an alternative to their home for the duration of the occupancy. The payment of this compensation is conditional on the owner being unable to live in their home and having to pay for alternative accommodation. In order to access this compensation, the Insured must provide documentary proof of having paid the price for the alternative accommodation.

In the event that the insured home is the Insured's second residence, a single payment of up to €1,000 is covered to compensate for the loss of use of the insured property.

The payment of this amount is conditional on the following:

1. Legal action has been taken to recover possession of the property or a complaint has been lodged with the Law Enforcement bodies.
2. Documentary proof of payment of the alternative accommodation.

37.2. Compensation for supply costs

The Insurer guarantees the payment of financial compensation, up to a limit of €300 per month for a maximum of 12 months, for any bills for the property's utilities (water, gas and electricity) which the Insured is contractually obliged to pay and which they have paid during the period of occupancy. In order to access this compensation, the Insured must provide documentary proof of having paid the utility bills. This compensation requires compliance with the following conditions:

1. Documentary proof of payment of the supply bills must have been provided.
2. Legal action has been taken to recover possession of the property or a complaint has been lodged with the Law Enforcement bodies.

37.3. Compensation for loss of rent from the insured property

The **Insurer** guarantees the payment of financial compensation, up to a limit of €1,000 per month for a maximum of 12 months, to alleviate any financial losses that the Insured may suffer as a result of monthly rent payments not received, and in the event that, as a result of the occupation, the Insured was not able to rent out the insured property. This compensation requires compliance with the following conditions:

1. At least one month must have elapsed since the squatting took place.
2. Eviction proceedings must have been initiated.

In order to access this compensation, the Insured must in addition prove one of the following requirements:

1. The property has been rented prior to the squatting, with a maximum of one month having elapsed since the end of the last rental contract and up to the time of the squatting, and it is not rented out at the time of the squatting.
2. The property was put up for rent and listed on one or more real estate websites at the time of the illegal squatting.

The maximum amount to be paid shall be calculated on the basis of the amount of the last monthly rental income or the rental income amount stated in the advertisement.

This coverage would not apply to policies where the Policyholder is not the Owner.

The **Insurer** shall not pay any financial compensation for loss of rent after the date on which the Insured has legally regained possession of the property.

37.4. Compensation for furnishing expenses

The **Insurer** will cover the service without any financial limit or reimbursement, up to a limit of €10,000 for the repair of any damage to the building and €2,000 for the contents as a result of the squatting of the insured property.

Damage covered by this insurance is as follows:

a Basic services:

- Call-out service, professional labour and material for changing the lock or cylinder on the main door of the home or locks if there is more than one main door.
- Travel, labour and equipment necessary to carry out the painting and the paint itself (with basic cleaning including scraping and surface sanding of the wall before the application of the coat of paint) on the property's ceilings and walls.

- Cleaning and/or emptying of furniture if applicable, chargeable within the maximum limit established for the building cover.
- Work consisting of the basic preparation of the walls prior to their painting (basic covering of small flaws or cracks that do not require any special materials for their repair).

The Insured may choose between hiring professionals themselves to carry out the work themselves or choosing for the work to be done by professionals selected by **the Insurer**.

If the Insured had chosen to hire the professionals themselves prior to receiving the payout, then in order to be eligible for payment of this amount they must provide documentary proof of payment for the materials and the professional.

b Additional services:

- ✓ Sending a plumber. Repair work or replacement of hoses, taps, stopcocks (which do not require preliminary chipping work).
- ✓ Sending a builder. Repair work on bathroom and kitchen tiles (damage to walls requiring materials). **Cosmetic damage is not included.**
- ✓ Sending a glazier. Labour required to replace glass in doors and windows (**not windows or glass that requires more than one professional to repair**).
- ✓ Sending an electrician. Repair of light points, connections, bulb changes, socket adjustments.
- ✓ Sending a parquet layer. Spot repairs on the ground and in very limited areas. Repair of damaged slats or minor damage. **No sanding or varnishing is included.**
- ✓ Sending of a technical service for household appliances. Checking and repairing electrical appliances located in the kitchen or laundry room. **It does not cover damaged parts.**

The ancillary services will be carried out exclusively by the professionals appointed by **the Insurer** and will cover call out, labour and necessary materials.

The provision of the service or the payment of this compensation is in any case conditional upon the following:

1. The property is actually vacated.
2. At least one month must have elapsed between the notification of the squatting and the repossession of the property.

Damage that is not a direct consequence of the squatting, such as that due to the normal use of the property and its installations or personal property that has been stolen, is not covered.

Prior to the repair being carried out by the Insured or the assignment of a repairer, the company must be informed so that a prior loss adjuster's report can be drawn up to determine the damage that has been the consequence of the squatting.

37.5. Liability for damages caused to third parties during the occupation

The **Insurer** will pay any compensation for which the Insured may be liable, up to the limit of €7,500, in accordance with the provisions of articles 1902 et seq. of the Civil Code, and which they may be obliged to pay in **their capacity as owner of the insured home**, if held responsible for bodily injury or property damage caused to third parties, provided that the following conditions are jointly met:

1. The damage has been caused when the insured property is illegally occupied.
2. The damage was caused as a result of an act or omission on the part of the squatters.
3. The Insured is declared to be liable for the damages by a final court ruling.

In cases of liability claims against the Insured in which the claim does not exceed €7,500, the **Insurer** shall assume the legal management against the claim by the injured party.

Only in those cases where the claim is for an amount greater than €7,500 may the Insured freely choose the lawyer and solicitor (if necessary) who will defend and/or represent them in the legal proceedings, this being in the manner, with the requirements and up to the limit of €5,000 (with respect to the payment of their fees) established in the section "Free choice of private lawyer".

This maximum limit of €7,500 includes the payment of legal costs and expenses, as well as the furnishing of the bail bonds required of the Insured.

The following are excluded from the personal liability cover for damages caused to third parties:

1. Damage due to malice or gross negligence on the part of the Policyholder or the Insured.
2. Claims based on contractual obligations.
3. Payment of fines or personal sanctions.
4. Liability that requires Compulsory Insurance.

37.6. Remote legal advice

The **Insurer** will advise the Insured by telephone, through a lawyer, on the rights to which they are entitled in relation to the illegal occupation of the property indicated in the Special Conditions, as well as the damage that has been caused and its future recovery.

The advice will consist of initial legal guidance by phone on the subject matter of the consultation and will not include the review of documentation. The consultation shall be conducted orally, without the issuance of a written opinion.

The consultation may not deal with matters contrary to the law, morality and/or public order and may only refer to Spanish legislation and/or Community regulations applicable in Spain.

37.7. Squatter-related conflicts

The **Insurer** guarantees claiming the insured's rights (amicably or judicially) in order to recover possession of the insured home in the event that it has been illegally occupied, with a limit of €10,000 for the "covered expenses" indicated in this coverage for such a claim. Prior to the commencement of legal proceedings, up to three extrajudicial attempts will be made to try to evict the squatters. in person or online, to try to evict them.

Covered expenses

Within the limits established in the Law and in this coverage, the expenses that the **Insurer** is obliged to pay are only the following:

- ✓ Notary expenses for the granting of powers of attorney for lawsuits (if necessary), as well as those related to proceedings, summons and others necessary for the defence of the interests of the Insured (previously accepted by **Línea Directa**).
- ✓ Lawyer's fees in any proceeding covered by this coverage, as well as expenses for the adoption of Alternative Dispute Resolutions.
- ✓ The fees and expenses of a solicitor in proceedings in which his or her intervention is legally required.
- ✓ The fees and costs of experts appointed or approved by the **Insurer**.
- ✓ Legal costs arising from the processing of the proceedings covered.
- ✓ Costs for the adoption of interim measures in proceedings covered.
- ✓ Court fees arising from the processing of proceedings covered.
- ✓ Expenses that **The Insurer** authorises and deems appropriate to demonstrate the rights of the Insured and guarantee the viability of their actions, such as the cost of police reports or notes from the Land Registry.
- ✓ In covered conflicts, notary fees corresponding to the notarisation of the agreements reached between the parties through mediation.
- ✓ Any locksmith expenses necessary to proceed to the opening of the insured property, at the time of eviction of the squatters. It also includes the cost of replacing the lock with one of similar characteristics to the existing one.
- ✓ Expenses arising from the legal enforcement of judgements or enforcement orders that recognise the rights of the Insured, with a maximum of four requests addressed to the legal body in order to proceed with the legal investigation of the assets belonging to the party subject to the enforcement, and for a maximum period of five years following the finality of the judgements or orders.

Expenses not covered

- ✗ Payment of fines or sanctions.
- ✗ Civil damages.
- ✗ Taxes and other financial payments resulting from the submission of public and private documents to official bodies.
- ✗ Costs resulting from legal accumulation or counterclaims when referring to matters not covered by the guaranteed coverages.
- ✗ Liability defence expenses, unless their coverage has been expressly agreed in the Special Conditions.
- ✗ The provision of bonds to cover the payment of civil damages or the payment of fines.
- ✗ Those arising from the intervention of professionals whose choice has not been previously communicated to **Linea Directa**.
- ✗ Travel, accommodation and subsistence expenses of the Insured, experts or witnesses whose purpose is to attend the Court, unless their coverage has been expressly agreed in any cover.
- ✗ Any others not included in this insurance contract.

Free choice of private counsel

The Insured has the right to freely choose any lawyer or solicitor (if necessary) to defend and/or represent him/her in legally claiming his/her rights to recover possession of the insured home, in the event that it has been illegally occupied.

The Insurer shall pay the fees of these professionals and the expenses, both as indicated in the “Expenses Covered” section, up to the maximum limit of €5,000, as set forth in these General Conditions.

Before the Insured proceeds to make any appointment, **the Insurer** must have had the opportunity to study the claim and conclude that the events declared are covered and the action intended to be brought is viable. It should also have been possible to make out-of-court settlements.

The Insured will inform **the Insurer** of the name of the lawyer and/or solicitor chosen.

The Insurer may reject the appointed professional with grounds and, if the dispute remains, the conflict shall be resolved by arbitration.

The Insured is also obliged to provide any information and documentation that **the Insurer** may request, both to determine coverage and viability, and to know the status of the proceedings initiated and their outcome.

The lawyer and solicitor appointed by the Insured will not be subject, under any circumstances, to instructions by **Línea Directa**.

The Insured has the right to agree with the chosen lawyer on the fees freely agreed upon.

Without prejudice to the foregoing, **the Insurer** will only reimburse the Insured for the fees paid up to the equivalent of the average market price, without in any case exceeding the maximum limit indicated, the excess being at the Insured's expense.

This "average market price" will be reduced or increased, taking into consideration the following criteria:

- The work actually carried out.
- The legal complexity of the case and/or the complexity of the case or the evidence produced.
- The result obtained.
- What other lawyers charge in similar cases.

In cases where the intervention of the solicitor is mandatory by law, the fees and expenses of the solicitor shall be reimbursed in accordance with the legally applicable charges **and within the above limit of €5,000**.

To refund this amount, the Insured must provide proof of the fees agreed with the professional (order form), the invoice and payment, as well as any other documentation requested by **Línea Directa**. The Insured may choose to have the lawyer and/or solicitor's invoices paid directly to these professionals.

In the event that the lawyer and/or solicitor chosen does not reside in the judicial district where the proceedings are to take place, the Insured shall be responsible for the expenses and fees invoiced for travel, subsistence and board and lodging.

In the event that the costs of the proceedings are imposed on the opposing party and the fees of the lawyer and solicitor are paid by the latter, **the Insurer** will be exempt from their payment, in the event that they have not yet been paid, or may demand a refund of the amount paid in the event that they have been paid.

Conflict of interest

A conflict of interest exists if **the Insurer** has to defend interests contrary to those of the Insured. In this case, it shall notify the Insured, taking any urgent steps as may be necessary for the defence of its rights and interests. Once this notification has been made, the Insured may choose between remaining with the legal counsel provided by **the Insurer** or entrusting it to a lawyer and/or solicitor of their own choice.

Specific exclusions for Legal Defence and claims included in this coverage:

- ✗ Claims (or defence against claims) that may be made against each other by the Insured under this policy, except for those coverages where it is expressly stated otherwise.
- ✗ Any claim that the Insured may make against **the Insurer** or the defence of the Insured regarding a claim made by **the Insurer**.
- ✗ Defence and claims in bankruptcy proceedings.
- ✗ Cases before international tribunals or before the Constitutional Court, except for appeals on the grounds of infringement of fundamental rights and civil liberties against judicial decisions.
- ✗ Defence and claims for moral or property damages that do not arise from or are not the consequence of a material or bodily injury.
- ✗ Defence and claims in disputes related to the tenancy agreement.
- ✗ Defence and claims in disputes relating to the administration of property, assets, shares, gambling and betting contracts and speculative business.
- ✗ Defence and claims in conflicts related to properties not indicated in the Special Conditions.
- ✗ Claims against the party in breach in relation to the event giving rise to the coverage who is, with respect to the Insured, a relative in direct line (parents, children, grandparents, grandchildren) or in collateral line within the third civil degree by consanguinity or affinity (or the defence against the claim).
- ✗ Defence and claims in urban planning and expropriation matters.
- ✗ With the exceptions that are expressly mentioned in the coverage, any defence and claims in conflicts that have their origin or are related to the design, construction, transformation, demolition or reform of the property or installations of any of the properties over which it holds a right of ownership or usufruct.

What is not covered

In addition to what is established in the general exclusions of the policy, **the Insurer** will not provide coverages for:

- ✗ Incidents occurring as a result of optional insurance coverage that the Policyholder has decided not to take out.
- ✗ Events deliberately caused by the Insured in order to gain access to coverage under the insurance contract.
- ✗ The defence, claim and payment of amounts arising, directly or indirectly, from events caused by nuclear energy, genetic alterations, radioactive emissions, natural disasters, acts of war, riots, solar (geomagnetic) storms and terrorist acts.

Section 8: Protection for digital fraud and identity theft



38. Protection and compensation for digital fraud and identity theft

✕ Essential

Comprehensive (Optional)

Comprehensive Plus (Optional)

Through this cover, **the Insurer** offers services in the event of impersonation of the Insured's identity, digital fraud or fraudulent use of their identity on the Internet by a third party to commit criminal activities and thus obtain financial or other benefits, private information or cause damage.

Identity theft and digital fraud is carried out by using techniques such as phishing (fraudulent e-mails), smishing (text messages) and vishing (phone calls), with the aim of obtaining confidential information and making fraudulent bank transfers, or other types of fraud affecting individuals and legal entities.

In all cases the Insured shall be required to inform the authorities of the occurrence of the incident, and provide **the Insurer** with a copy of the report.

The Insured must notify **the Insurer** within 24 hours of any cyber security incident or suspected digital breach that may affect the coverage. You must also collaborate with **the Insurer** in the investigation and resolution of incidents, by facilitating access to the information and resources necessary to manage the incident.

In order to understand what this coverage contains, you should be clear about the following terms on which it is based:

- **Financial losses:** For the purposes of this coverage, Financial Losses are considered to be the amounts of money stolen from the Insured's accounts by means of unauthorised transfers, fraudulent use of cards or digital deception, as well as the amounts paid due to digital extortion, provided that they have not been recovered by the Insured and that a police report has been filed within the required period. Supporting documentation must meet the legal validity and authenticity requirements.
- **Computer-related extortion:** This involves the alteration, damage, theft or misuse of your data, as well as the unauthorised use or denial of access to any electronic device in your home accompanied by financial blackmail in exchange for not disclosing your data publicly or giving you back access to the device.
- **Digital fingerprint:** A set of electronic data, traces and records generated by the use of digital devices, systems and services.
- **Data breach:** Any incident involving the unauthorised access, use, disclosure, alteration or destruction of digital information, as well as affecting the integrity, confidentiality or availability of the Insured's digital systems and services.
- **Alert and monitoring system:** A set of tools, devices and services aimed at the monitoring, detection and notification of digital security incidents in the area of the Insured home.

What is covered

- ✓ 38.1. Alert system and monitoring of digital fingerprints and possible data breaches.
- ✓ 38.2. Digital identity and data recovery.
- ✓ 38.3. Emergency legal advice (24 hours).
- ✓ 38.4. Digital Erasure and the Right to be Forgotten Defence.
- ✓ 38.5. Telephone/online legal advice.

- ✓ 38.6. Compensation for financial losses resulting from digital fraud and card misuse.
- ✓ 38.7. Legal Defence and Claims for digital fraud and identity theft.

38.1. Alert system and monitoring of digital fingerprints and possible data breaches

The service consists of a protection barrier that helps to keep the identity of the Insured under control against digital risks and cyber threats.

The protection covers the following personal identifiers:

- ✓ Email address.
- ✓ Telephone numbers.
- ✓ Cards.
- ✓ DNIs (identity card).
- ✓ Bank account numbers.

Through this coverage, the Insured may monitor up to a maximum of 2 personal identifiers of each type.

The service is provided through a digital monitoring platform managed by an external partner company contracted by **the Insurer**.

The service shall be activated on the platform by the Insured, by entering the user name and password that **the Insurer** will send to their email; until such time, the alerts and monitoring system becoming effective.

38.2. Digital identity and data recovery

In the event of data theft and identity theft affecting any of the Insured's electronic devices, **the Insurer** guarantees support, system restoration and data recovery services with its own suppliers. In the event that recovery by **the Insurer's** suppliers is impossible, the costs incurred in the actual recovery ordered by the Insured shall be covered, **up to a maximum of 500 euros per claim**.

If the specialist technician considers it necessary, remote control of the Insured's equipment shall be taken in order to resolve the incident, with prior notification and a prior consent request for this control.

38.3. Emergency legal advice (24 hours)

The service consists of 24-hour telephone legal advice for urgent legal queries. Legal urgency shall be understood as those whose legal consequences, more favourable or less unfavourable for the Insured, depend on immediate specialised legal advice. **A legal assessment of the urgency will be determined by the consultant lawyer, depending on the legal reality and the legal provisions.**

38.4. Digital Erasure and the Right to be Forgotten Defence

In cases of identity theft and impersonation that affect the Insured by generating a digital footprint that affects their reputation, the deletion of this digital footprint will be activated and, if necessary, the right to be forgotten on the corresponding platforms/social networks will be requested **extra-judicially**.

38.5. Telephone/online legal advice

The Insurer offers the Insured a telephone and/or online advisory service to provide guidance on any legal or juridical consultation regarding theft or identity theft or any other aspect affecting the Insured's personal data and limited to Spanish legislation.

The drafting of reports or opinions is not covered by this coverage.

38.6. Compensation for financial losses resulting from digital fraud and card misuse

The Insured shall be compensated for direct financial losses arising from acts of digital fraud, identity theft or unauthorised use of cards, **up to a limit of €5,000 per insurance year**.

This includes, among others, the following cases:

- ✓ Financial losses arising from fraud in sales transactions carried out by electronic means (internet).
- ✓ Transfers or payments made as a result of phishing, smishing or vishing, including psychological manipulation through fraudulent telephone calls.
- ✓ Digital extortion consisting of demands for payments to prevent the dissemination of the Insured's personal or sensitive data, paid by the Insured to a third party who is reasonably certain to be the cause of the digital extortion, in order to put an end to this situation.
- ✓ Losses arising from the unauthorised use of credit or debit cards by third parties following identity theft or loss, **up to a limit of €2,500 for all cards affected per annual period**.

The coverage shall require, in all cases, that the Insured has filed a police report within a maximum period of 24 hours from the time they became aware of the events.

38.7. Legal Defence and Claims for digital fraud and identity theft

The Insurer will cover, up to a limit of €10,000 with **Línea Directa** lawyers and up to a limit of €1,000 with a freely appointed lawyer, legal defence and claims for damages, both amicably and

judicially, in order to defend the legal interests of the Insured in the event of attacks covered by this cover and related to the following crimes and offences:

- ✓ Theft, robbery and identity theft (usurpation of marital status).
- ✓ Computer-related extortion.
- ✓ Data protection.
- ✓ Claims for online purchases.
- ✓ Reputational and moral damage.

To initiate a legal claim there will need to be sufficient evidence to support the claim, the Insured having to contribute to providing this.

When **the Insurer** considers that it is not appropriate to initiate a lawsuit or to pursue an appeal because it considers that there is no reasonable likelihood of success, 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 at their own expense, they shall be entitled, **within the limits mentioned in the Special Conditions and in accordance with the provisions of this Policy regarding the payment of private counsel fees**, to reimbursement of the expenses incurred in lawsuits and appeals processed in disagreement with **the Insurer**.

Expenses covered are:

- ✓ Solicitor fees and costs.
- ✓ Charges and fees for a solicitor, when their intervention is mandatory.
- ✓ Fees for experts whose opinion is necessary, in legal proceedings, in support of the Insured's claims.
- ✓ Fees, rights and legal costs derived from the processing of the procedures established in this policy.
- ✓ 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.
- ✓ Deposits required for the submission of appeals.

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

The Insurer shall pay the lawyer's and solicitor's fees within the amount or sum insured for this cover.

Lawyers' fees shall be paid in accordance with the rules established for the purpose of the appraisal of costs by the corresponding professional association, which 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.

Conflict of interest

A conflict of interest exists if **the Insurer** has to defend interests contrary to those of the Insured. In this case, it shall notify the Insured, taking any urgent steps as may be necessary for the defence of its rights and interests. Once this notification has been made, the Insured may choose between remaining with the legal counsel provided by **the Insurer** or entrusting it to a lawyer and/or solicitor of their own choice.

What is not covered

In addition to the provisions of the general exclusions of the policy, the following are expressly excluded from this coverage:

- ✗ Incidents arising from gross negligence or malice on the part of the Insured.
- ✗ Damages that already existed before the insurance was taken out or the effective date of the policy.
- ✗ Losses arising from illegal activities or non-compliance with the law.
- ✗ Damages or loss caused by the failure to comply with safety obligations.
- ✗ Incidents involving devices or services not declared or not covered by the policy.
- ✗ Damage resulting from the use of unauthorised or unapproved software or hardware.
- ✗ Incidents occurring outside the area of the Insured's home.
- ✗ When the Insured has failed to keep the systems and devices covered by the policy up to date and protected in accordance with the manufacturer's recommendations and industry best practices.

Common exclusions in all coverages

In addition to the exclusions specified in each of the risks covered, the following are also excluded:

- a) Damage and accidents caused by malice or gross negligence of the Insured.
- b) Damages resulting from criminal acts or imprudence constituting a crime by the Policyholder, the Insured, the owner, the tenant, their relatives or the persons for whom they are responsible, as well as domestic staff working for the Policyholder, except in the case of theft inside the home, where those committed by domestic staff will be covered.
- c) Losses due to civil or international war, whether officially declared or not, events or actions by the Armed Forces or Law Enforcement Bodies, popular or military uprisings, insurrection, rebellion, revolution, strikes, confiscation, appropriation or requisition, terrorism, riot or popular uprising, or losses officially classified as a national disaster.
- d) Losses arising from the omission or defective execution of repairs necessary for the normal maintenance of the insured installations and property, or to remedy known and obvious wear and tear, as well as claims arising from remodelling or reconstruction work on the home that requires an administrative license.
- e) Damage caused by inherent or obvious defects, the poor condition of the insured property, construction or manufacturing defects, design error or defective installation.
- f) Damage directly caused by the Insured Person or by a third party during the performance of repair, maintenance, maintenance, DIY, carpentry, decoration or similar work.
- g) Flooding, earthquake, volcanic eruption, falling of astral bodies and meteorites and any other extraordinary natural phenomena.
- h) Direct and indirect damage caused by solar storms.
- i) Loss or damage caused by bad faith on the part of the Insured or by any other person who has a contractual relationship with the latter or by other occupants (legal or illegal) of the property except as established for the Squatting Protection coverage in the event that it is included in the Special Conditions.
- j) Damage caused by pollution or corrosion.
- k) Damage due to nuclear reaction, nuclear radiation or radioactive contamination.
- l) Indirect losses of any kind which are not exhaustively insured within the risks covered.
- m) Any of the risks whose coverage relates to the Consorcio de Compensación de Seguros (Insurance Compensation Consortium), or where this Body does not support the effectiveness of

the right of the Insured due to breach of any of the rules in the Regulations and Supplementary Provisions in force at the date of its occurrence.

- n) Jewels and valuables, if their value exceeds €1,800 per unit, which have not been expressly declared in the policy.
- o) Money, except as provided for in cases of burglary.
- p) Pawn tickets, deeds and other securities, cheques, credit cards, state issued or commercial paper, samples of any kind, except as provided for in cases of burglary.
- q) Awnings and pergolas, except in the case of claims covered by Art. 6. Weather damage: wind, rain, snow, floods, hail and lightning.
- r) Garden and trees, except for losses covered by the Damage to furniture and trees in gardens and terraces cover.
- s) Damage suffered by the property of Third parties, which has for any reason been entrusted, assigned or leased to the Insured, or is in their possession.
- t) Also excluded are differences between the damages caused and the amounts compensated by the Consorcio de Compensación de Seguros (Insurance Compensation Consortium), due to the application of excesses, withdrawals or application of proportional rules and other limitations.
- u) Damage caused by normal wear and tear of the insured property.
- v) Fuels of any kind.
- w) Property, personal or third party damage caused by the use, recharging, handling or storage of motor or powered vehicles and their components in the home, annexes or areas associated with the insured risk. This exclusion applies equally, even if the damage is caused by third parties or by defects in the vehicle or its battery.

Extraordinary risks (Consortio de Compensación de Seguros - 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 Consortio 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 Consortio 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 Consortio 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 Consortio de Compensación de Seguros (Insurance Compensation Consortium) intervenes.

The Consortio 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 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 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)

1. 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.

2. 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.conorseguros.es).
3. 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.
4. 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 about

1. Legal framework and applicable legislation

This Policy is governed by Insurance Contract Law 50/1980, of 8 October, 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 reinsurance companies), 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 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 concluded when both parties agree, either by telephone, online or through the application sent by the intermediary to **the Insurer**. However, the Policyholder must pay the amount

due and return the signed policy to **Línea Directa**. Thus, the policy and any changes made to it will be binding on both **the Insurer** and the Insured from the moment that both give their consent by telephone or online, or on the date specified in the broker's application, when the policy is signed and the premium is paid.

The Policyholder may cancel the contract at their own expense within 14 days of receiving these conditions, provided that there has been no claim. To do so, all you have to do is notify **Línea Directa** by any recorded means, with no need to provide explanations.

From the time this notice is sent, the coverage is terminated and **Línea Directa** will return the part of the premium that has not been consumed within a maximum period of 30 days, without charging any penalty.

Duration and Termination

The policy shall last for the period of time agreed in the Special Conditions. If it is annual, it will automatically renew on expiry for the same period, unless either party states otherwise.

If one party does not want it to be renewed, it must give written notice to the other party. The Policyholder has to do so at least one month before the end of the insurance and **the Insurer** must do so two months before the end of the insurance.

If a total loss occurs and the risk disappears, all coverages in the policy are terminated.

Territorial scope

The cover in this insurance is extended and limited:

- For risks: 1 (Damage by fire, implosion, explosion and smoke), 2 (Water damage), 3 (Water damage from leaks and leaking appliances), 4 (Water damage caused by external pipes), 5 (Electrical damage), 6 (Weather damage: wind, rain, snow, floods, hail and lightning), 7 (Breakage of glass, cooker hobs and sanitary ware), 8 (Breakage of glass on furniture), 9 (Expenses for spoilage of refrigerated food), 10 (Cosmetic damage), 11 (Damage due to vandalism), 12 (Damage caused to the home by collision with animals, vehicles and sonic waves), 14 (Breakage or theft of electric chargers and solar panels), 15 (Damage to furniture and trees in gardens and terraces), 17 (Theft inside the home), 18 (Theft from within the home), 19 (Robbery and armed robbery outside the home), 20-21-22-23-24 (Protection for loss of use of the home), exclusively to the home designated in the Special Conditions.
- For covers 13 (Damage to your property when in transit and when travelling), 19 (Robbery and armed robbery outside the home), 25-26-27 (Damage caused by third parties), 28-29-30 (Legal protection and assistance), and for damages occurring anywhere in Spanish territory, provided that they are claimed in Spain.

Family liability (26) and Employers' liability insurance (27) extends to the countries of the European Union, the United Kingdom and Andorra, **provided that the stay does not exceed 3 months**.

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

The limitation period is the period during which actions arising from the insurance contract may be brought. After this period has elapsed, no claim may be made.

Actions arising out of the insurance contract shall be limited to two years in the case of accidental damage insurance, counted from the time when such actions could have been brought.

2. Obligations of the Policyholder and/or the Insured

Statements on Risk

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

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

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

Accuracy of Statements

Línea Directa may terminate the Policy by writing to the policyholder within one month following knowledge of any 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 malice 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.

If the reservation or inaccuracy occurred through malice or gross negligence of the Policyholder, **Línea Directa** will be released from making the payment.

Reduction of the Risk

The Policyholder or the Insured may, during the course of the Contract, notify **Línea Directa** of any circumstances that reduce the risk and are of such a nature that if this had been known by **Línea Directa** 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.

Increase of the Risk during the Term of the Contract

The Policyholder or the Insured shall, during the course of the Contract, notify **Línea Directa** as soon as possible of all the circumstances that aggravate the risk and are of such a nature that if this had been known at the time of the completion of the contract, it would not have been concluded or it would have been done so in more onerous conditions.

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

Línea Directa 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, **Línea Directa** 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.

Línea Directa 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, **Línea Directa** is relieved of payment if the Policyholder or the Insured has acted in bad faith. Otherwise, the payment by **Línea Directa** 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.

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.

Payment of premium

There will be only one premium for the entire insurance period, although it may be paid in instalments.

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 expiry 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.

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 the benefit of payment in instalments.

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.

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

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

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 to be effective 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.

Action in case of a claim

The Policyholder or the Insured must:

- 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.

- 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.
- **Línea Directa** shall assess the damage caused before the repair, except in the event of manifest urgency when the Insured must keep the remains and traces of the accident. For this purpose, the Insured may use the telephone customer service 24 hours a day, every day of the year, to report the loss and to speak to a qualified professional. Clear urgency is understood to be any loss in which the absence of immediate action implies the worsening of the damage.
- The Insured is obliged to notify the authorities of the occurrence of a loss through burglary and/or robbery, providing **Línea Directa** with a copy of the police report in which the stolen objects are recorded.
- 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.
- 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.
- The submission of receipts and supporting documents shall be essential for the reimbursement of any expenses.

Sale of Insured Home

In the case of the sale of the home, the Policyholder is obliged to inform the new owner of the Policy's existence and to notify **Línea Directa** about the transfer of the home within a maximum of 15 days starting from the transfer.

3. Obligations of **Línea Directa**

Indemnity

Payment of indemnity

Línea Directa must pay, within forty days of the statement of claim, the minimum amount which may be due according to the circumstances it is aware of.

When the nature of the insurance permits, and the Insured consents, **the Insurer** may substitute the payment of indemnity for the repair of the damaged property insured.

Delay in the payment of indemnity

If within 40 months from the occurrence of the accident, **Línea Directa** has not repaired the damage

or compensated the amount in cash for any unjustified cause that is attributable, compensation will be increased by the interest established at any time by law.

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 Contract Act ('Ley de Contrato de Seguro') shall apply.

Subrogation

After payment of indemnity, **Línea Directa** may exercise the rights and actions corresponding to the Insured in view of the claim, against the persons liable for it and up to the limit of indemnity, in accordance with Art. 43 of the Insurance Contract Act.

Valuation of property

The value of the home will be calculated according to the newly constructed value (reconstruction or repair) at the time prior to the loss, to which the corresponding depreciation will be applied for its use and condition. Neither the land value nor the market value shall be taken into account.

Furniture, furnishings and installations are assessed according to the value as new on the market at the time prior to the accident and, to get the actual value, taking into account applicable deductions for the degree of use and the condition in which they have been kept. If they do not exist on the market, others with similar features and performance will be taken as the basis for the assessment.

Jewellery and artwork and all kinds of valuable objects insured for specific amounts, must be assessed by the sum insured, unless, through error, the estimation is significantly higher than its real corresponding value at the time the incident occurs as established by an expert.

Application of the proportional rule

If at the time the loss occurs the sum insured is less than the replacement value of the insured property, indemnity for any damage that may occur will be reduced in the proportion by which it covers the insured amount.

In cases where the sum insured exceeds the value as new of the insured property, **Línea Directa** will compensate for damage actually caused.

In cases where there are two or more insurance contracts for the same objects or risks insured, **Línea Directa** will contribute to the payment of compensation and will bear appraised damages in proportion to the sum insured, without this exceeding the amount of the damage at any time. In the event that the Insured intentionally omits to notify the company of any other insurance policies held, **Línea Directa** will not be liable to pay any compensation.

Expert assessment process

In accordance with the provisions of Article 38 of the Insurance Contract Act, 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 delivered within the time specified by the parties or, failing that, within thirty days from the acceptance of this 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.

4. 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.

5. Enquiries and Complaints

Customer Ombudsman

Procedure Followed

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

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

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

2. In addition, a **Customer Ombudsman** can be made 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**.

3. If the Insured is not satisfied with the solution given to their claim, they can contact the **Claims Service of the Insurance and Pension Funds Division**, on whose website they will find updated addresses and telephone numbers.



For more information
www.lineadirecta.com



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