

Your house in the best hands.

General Conditions - Home Insurance Policy



linea directa

Home Insurance Policy



Index

I. Introduction to the policy.....	6
I.1 Legal framework	6
I.2 Insurance terms	6
I.3. Policy conditions	10
Article 1. Purpose.....	10
Article 2. Formalisation and effective date	11
Article 3. Duration and termination.....	11
Article 4. Territorial scope	12
Article 5. General communications	12
I.4. Obligations of the policyholder and/or the insured party	12
Article 6. Statements on risk.....	12
Article 7. Accuracy of declarations.....	13
Article 8. Reduction of the risk	13
Article 9. Increase of the risk during the term of the contract.....	13
Article 10. Powers of línea directa in the event of increase of the risk.....	13
Article 11. Existence of multiple insurance	14
Article 12. Payment of premium.....	14
Article 13. Actions in case of a claim.....	15
Article 14. Sale of insured home.....	15
I.5. Obligations of Línea Directa	16
Article 15. Indemnity	16
II. General Conditions: coverage.....	18
Article 16. Fire, explosion, lightning and electrical damage	18
Article 17. Burglary, robbery and larceny	19
Article 18. Health care after robbery or mugging	20
Article 19. Water damage.....	20
Article 20. Rain, snow, wind and hail.....	21
Article 21. Flooding and mud removal	22
Article 22. Acts of vandalism	22
Article 23. Smoke, impact, aircraft, sonic waves.....	22
Article 24. Broken windows or glass, sanitary ware, marble and glass ceramic hobs..	22
Article 25. Cosmetic damage.....	23
Article 26. Travel on holiday and trips	23
Article 27. Food deterioration	23
Article 28. Additional costs	24

Article 29. Liability, bail and legal defence.....	25
Article 30. Additional cover for damages claimed	27
Article 31. Exclusions applicable to all coverage.....	28
III. Insurance clearing consortium.....	29
1. Extraordinary events covered.....	30
2. Excluded risks	30
3. Excess	31
4. Extension of coverage.....	32
5. Communication of damage to the insurance compensation consortium	32
IV. Enquiries and complaints. Customer ombudsman. Procedure followed	33

I. Introduction to the policy

I.1. Legal framework

1 GOVERNING LEGISLATION

This Policy is governed by Insurance Contract Law 50/1980, of 8 October, by Law 20/2015, of 14 July, on the management, supervision and solvency of insurance and reinsurance companies, and its Development Regulations (Royal Decree 1060/2015, of 20 November, on the management, supervision and solvency of reinsurance companies), by Law 22/2007 of 11 July, on distance marketing of financial services to consumers, Law 26/2006, of 17 July, on private insurance and reinsurance mediation, by the amended text of the Law on Civil Liability and Insurance in the Circulation of Motor Vehicles, by the regulations it contains, and by the terms of the Policy itself and any future standards that may replace or amend the ones listed here, or which may be applicable.

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

2 JURISDICTION AND ARBITRATION

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

3 EXPIRY

Actions to claim rights arising from the Policy expire after two years in damage insurance, from the time such actions could have been exercised.

I.2. Insurance terms

POLICYHOLDER

Natural or legal person who takes out insurance with **Línea Directa** and who is covered by the obligations under the Contract. It must always be one of the legal owners of the property or the tenant in the case of a rental.

THE INSURED

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

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

Provided that they live at the insured address, the spouse and relatives of the Insured Party, to the second degree of consanguinity or affinity, will also be insured, as well as domestic staff, during the course of their duties.

Domestic employees are considered to be the individual or individuals who provide paid services to one or more members of the family unit in the insured home and who are registered under the Special Social Security Scheme for Domestic Workers. **Domestic workers will not be covered for the purposes of the Assistance policy.**

Partners and relatives up to the second degree of consanguinity or affinity must prove their status as Insured parties by means of one of the following documents or any other means of proof at the time the policy is taken out or the loss occurs:

- a) Residency registration certificate.
- b) Title deed or lease.
- c) Landline telephone, water, electricity or gas bill, or supply contract issued within the last three months in your name at that address.

CONSANGUINITY OR

AFFINITY DEGREE

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

DIRECT RELATIVE COVERAGE

For the purposes of Early Return coverage due to the death of a relative, Direct Relative Coverage will be understood to mean the Spouse, a common-law partner duly registered in the corresponding official register, parents, parents-in-law, children or siblings of the insured or spouse.

INSURANCE COMPANY

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

THIRD PARTY

Any natural or legal person other than the Insured 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.

Relatives of the Insured Party 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, for the purposes of the coverage in Article 29.2 Third-Party Liability of Owner.

BENEFICIARY

This is the natural or legal person who, upon designation by the Insured Party, is the holder of the right to indemnity.

POLICY

This is the document that contains the regulatory conditions of this insurance. The following form an integral part of the Policy: the **General Conditions**; the **Special Conditions**, which individualize the risk; the **Extra Conditions**, if applicable; and any **Supplements** or **Appendices** issued to complement or modify the Policy.

PREMIUM

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

INSURED AMOUNT

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

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).

RISK

This is the possible occurrence of a certain event that causes financial consequences to the property of the Insured.

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

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

MATERIAL DAMAGE

Direct damage as a result of a loss covered by the Policy that is suffered by the property insured and **affecting its functionality.**

BUILDING

This is the whole or part of the building designated for the home, consisting of foundations, walls, roofs or ceilings, as well as fixed installations such as those for heating, air conditioning, water, electricity and gas, telephones and sanitary installations, television antennas, solar panels, including the value of floor, ceiling or wall coverings, such as parquet, wallpaper, paint, wood or plaster decoration, security installations and, in general, everything that is a part of the home and which is designated in the Special Conditions of the Policy, including fences, hedges, walls and other elements of the building enclosure, as well as swimming pools, tennis courts and outbuildings, provided the latter are within the enclosure where the main home is located.

The home 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 living space for its private and exclusive use.

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.

CONTENTS

All the property they own and that form part of the furniture, fittings, clothing and household linen belonging to the Insured Party, **provided that they are located inside the home or in duly locked adjoining premises.**

This item also includes:

a Audio or sound equipment, provided its unit value is less than €1,800 and is inside the house.

b Paintings, tapestries, rugs, artwork, silver and bronze, ivory, collections, jewellery and furs, provided that their unit value is less than €1,800.

c Furniture and professional furnishings of the insured placed in an area of the home for an office, including musical instruments for professional use, where the overall value of such property does not amount to more than 25 % of the total sum insured of the Contents.

d Clothing and commonly used household goods, bicycles, sporting goods and tools deposited in storage rooms up to a combined maximum limit of €600, provided they meet the requirements regarding exclusivity and private use stated in the definition of the Building.

The following are not considered contents:

a Motor vehicles, electric bikes, trailers, caravans or recreational vehicles.

b Deeds, titles, manuscripts, plans, lottery tickets, and in general any document or receipt that represents their value or guarantee in money.

c All the property owned by the Insured located in the garden and recreational facilities.

d Firearms.

VALUABLES

Items considered as valuables, when their unit price is equal to or less than €1,800, include paintings, tapestries, rugs, artwork, silver and bronze, ivory and collections, furs, visual and/or sound

equipment and musical instruments for non-professional use.

The insured amount covers objects whose value exceeds €1,800 per unit, provided that they have been specifically named in the Special Conditions and the corresponding premium has been paid.

These valuables are covered in the manner set forth in the various coverages, provided they are located inside the home, coverage being excluded if situated in garages, storage rooms, terraces, porches or outbuildings, even if these areas are properly protected.

JEWELLERY

Any object made of gold and/or platinum, stones, fine pearls, precious metals, silver objects, steel or titanium wrist watches that are used as ornaments by people.

The insurance covers jewellery, provided it is purchased, up to the agreed limit stated in the Special Conditions. Jewellery whose unit value is equal to or greater than €1,800 per unit, must be expressly declared in order to be covered.

Jewellery is covered in the manner set forth in the various covers, provided it is located inside the home, coverage being excluded if situated in garages, storage rooms, terraces, porches or outbuildings, even if these areas are properly protected with locks.

To cover valuables and jewellery, it is agreed that all objects that are part of a set or collection will be considered as just one.

SAFE

With the following features:

- It must be made of tempered steel and reinforced concrete or another composition which, due to its characteristics, offers at least the same resistance to penetration or fire.
- It must have a security or combination lock to prevent opening.
- Safes weighing less than 100 kg must be built-in or anchored to the ground.

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.

USE OF HOME

- **Habitual residence:** One in which the insured party is habitually resident and which does not remain uninhabited for more than 30 consecutive days per year.
- **Second home:** The one which the insured party uses sporadically, at weekends, holidays or other similar periods, as long as they are longer than 15 days and shorter than 30 consecutive days per year.

VALUE AS NEW

- Value of repairs or new replacement of objects damaged or destroyed.

- Reconstruction value of the property and its installations.
- Actual market value of jewellery and artwork.

UNDER-INSURANCE

A situation that occurs when the value of the sum insured for Contents and/or the Building is lower than the value of the insured interest.

In such cases the insurer will compensate the damage caused in the same proportion as the sum insured covers the insured interest.

INTERNET

Decentralized worldwide computer network formed by the direct connection between computers by means of a special communication protocol.

HARDWARE

A series of components that make up the material part of a computer.

SOFTWARE

A series of programs, instructions, and computer rules for executing certain tasks on a computer.

I.3. Policy conditions

Article 1. Purpose

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 and Special Conditions.

The following are expressly excluded:

- Uninhabited homes Uninhabited homes are considered those in which people reside for a period of less than 15 days a year.
- Homes under construction or reconstruction.
- Isolated homes (located more than 1 km away from the nearest building).
- Homes built mostly with combustible materials, prefabricated homes and/or caravans.
- Buildings registered as having concrete decay.
- Land.
- Valuables and jewellery that, even when insured, are not in the interior of the home itself, or not expressly stated in the Special Conditions, if their value exceeds €1,800 per unit.
- Money, except as provided for in cases of burglary and robbery.
- Pawn tickets, deeds and other securities, cheques, credit cards, state issued paper or trade notes, samples of any kind, except as provided for in cases of robbery.
- Trailers, caravans, boats, air navigation equipment and accessories.

Article 2. Formalisation and effective date

The contract is formalised by the consent of both parties stated by telephone or online, or through an application form sent by the broker to **Línea Directa**, without prejudice to the Policyholder's obligations to

pay the receipt and return the Policy sent by **Línea Directa**, duly signed. Therefore, the Policy taken out and its modifications or additions will have a binding effect on both **Línea Directa** and the Insured Party from the time stated to that effect by both of them by telephone or online, or on the date expressly provided in the application form sent by the broker to **Línea Directa Aseguradora**, when the Policy is signed and the premium has been paid.

The Policyholder may unilaterally terminate the Contract within 14 days of receipt of these Contract Conditions, provided that no claim has been made. To do this, they must inform **Línea Directa** by any means that allows the notification to be recorded, without being required to state any reason. Once this notification is issued, risk covered by **Línea Directa** will cease, the latter proceeding within 30 days, without applying any penalty, to repayment of the portion of unearned premiums.

Article 3. Duration and termination

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

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

In the event of disappearance of the risk due to total loss, all cover in the Policy will terminate.

Article 4. Territorial scope

The cover in this insurance is extended and limited:

a For the risks in articles 16 and 17 (except 17.5. and 17.6), 19, 20 to 25, 27 and 28, solely to the home named in the Special Conditions.

b For the cover of articles 17.5. and 17.6, 18, 26, 29, 30, 31 and 32, to damage occurring anywhere in Spanish territory, provided they are claimed in Spain.

The Family Liability guarantee covered by Article 29.1., extends to the countries of the European Union and Andorra, as long as the insured home is used as a first home or habitual residence.

Article 5. General Communications

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

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

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

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

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

Article 6. Statements on risk

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

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

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

Article 7. Accuracy of declarations

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

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

If the incident occurs before **Línea Directa** has made the statement referred to above, the payment will be reduced by the same proportion that exists between the premium agreed in the Policy and the one corresponding according to the true magnitude of the risk.

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

Article 8. 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.

Article 9. 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.

Article 10. 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.

Article 11. Existence of multiple insurance

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

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

Article 12. 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 maturity dates.

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

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 maturity date of the Policy, the Policyholder is obliged to make the fractioned payments that remain until this maturity.

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

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

Article 13. Actions in case of a claim

The Policyholder or the Insured must:

- a** Notify **Línea Directa** about the occurrence of the loss and all information relating to it in the shortest time possible and in all cases **within seven days of becoming aware of it**. **Línea Directa** may claim damages for breach of this obligation.
- b** Use all means at their disposal to mitigate the consequences of the loss. Breach of this duty will entitle **Línea Directa** to reduce its payment by the appropriate proportion, given the extent of damage hereunder, and the degree of fault of the Insured.
- c** **Línea Directa** shall assess the damage caused before the repair, except in the event of manifest urgency when the Insured Person must keep the remains and traces of the accident. For this purpose,

the Insured Party 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.

d 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.

e For the purposes of Public 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.

f 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.

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

Article 14. 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 thereof.

1.5. Obligacions of Línea Directa

Article 15. Indemnity

PAYMENT OF INDEMNITY

Línea Directa must pay, within forty days of the reporting of the 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 Party 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 Contracts 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 Party 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 Contracts Act.

VALUATION OF PROPERTY

The value of the home will be calculated according to the newly constructed value at the time prior to the loss, to which the corresponding depreciation will be applied for 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 actual 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 assessed damages in proportion to the sum insured, without this exceeding the amount of the damage at any time. In the event that the Insured Party 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 Law, if the parties fail to reach an agreement within 40 days from the statement of claim on its causes, or assessment of damage affecting the compensation, each party shall appoint an expert, which must be evidenced by written acceptance.

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

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

When there is no agreement among the experts, both parties will agree to and appoint a third expert. In the absence of this, proceedings may be set in motion in the manner provided for in the Voluntary Jurisdiction Act or in notarial legislation.

In these cases, the expert opinion will be 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.

II. General Conditions: Coverage

EACH OF THE COVERAGES DEFINED IN THESE CONDITIONS COMPRISE DIFFERENT GUARANTEES, WHICH CAN BE PURCHASED INDIVIDUALLY OR JOINTLY. REFER TO THE SPECIAL CONDITIONS OF YOUR POLICY TO SEE WHICH OF THE TYPES YOU HAVE PURCHASED.

Article 16.

Fire, explosion, lightning and electrical damage

The insured property is covered up to a limit of 100 % of the insured amount of the Building and/or Contents, as appropriate, except for the restrictions established for each coverage for material and direct damage caused by:

1 FIRE

Combustion and 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 Party or persons for whom they are civilly responsible.

The inevitable consequences of these are also covered:

- 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 the Insured can prove their prior existence.

2 EXPLOSION AND IMPLOSION

Sudden and violent effect of pressure or depression of gas or steam, whether it occurs within the home or nearby, as long as they are due to substances or appliances commonly used in homes or installations such as public gas, heating or hot water that are generally known and used.

3 LIGHTNING

Lightning (electrical discharge from atmospheric sources) and the consequences thereof.

4 DAMAGE SUFFERED BY PLANTS AND TREES

Provided that the Building is insured, and covered by articles 16.1, 16.2 and 16.3, Línea Directa covers damage suffered by plants and trees installed in the garden of the home, up to the limit established in the Special Conditions.

5 ELECTRICAL DAMAGE

Electronic and electrical appliances for private use in the home, and the fixed wiring of the Building, when this is insured, is covered, up to the limit established in the Special Conditions, against the damage suffered by abnormal currents, short circuits, self-combustion or other causes due to electricity or lightning, even when there is no fire.

Moreover, Línea Directa 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.

They are also covered from Fire, Explosion, Lightning strike and Electrical damage:

1. Expenses for salvage and debris removal or demolition.
2. Extinguishing expenses and those necessary to prevent the fire from spreading.
3. Damage as a result of measures taken to extinguish the fire.

The following are excluded:

- Damage caused by the mere effect of heat by direct or indirect contact with heating lighting or household appliances, or when objects fall into the fire alone, except when such events occur in connection with the fire itself.
- Damage caused to electrical installations or appliances and their accessories due to electricity or lightning, even if there is a fire.
- Fires caused by malice or gross negligence of the Insured Party.
- 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.
- Electrical and cathode ray tubes, fuses, tapes, glass, porcelain or ceramic objects, bulbs, greases, oils and liquids or gases of any kind, electrical lamps and their installations.
- Electrical damage that may be covered by a maintenance contract or under the manufacturer's warranty.
- Electrical damage to appliances that are more than five years old.
- Faults in the operation of appliances that are not connected to the electrical system.

Article 17.

Burglary, robbery and larceny

It is in any case necessary to file a complaint with the Police Authority, detailing the property that has been burgled, robbed or stolen and mentioning **Linea Directa** as the company with which the home is insured. The complaint shall be forwarded to **Linea Directa** when making the claim.

It will also be necessary to demonstrate the pre-existence of the objects burgled, robbed or stolen.

This covers property insured up to 100 % of the sum insured for the Contents or up to the amounts specified in the Special Conditions section for Special Contents for damage and losses suffered through:

1 BURGLARY

In the case of objects that are insured, kept in a built-in safe, the burglary must be committed by breaking the safe or forcing their locks or by discovering their codes to steal the contents.

2 DEFECTS

Damage caused as a result of burglary or attempted burglary to doors, walls or other building items or to the premises, provided that the Contents are insured.

3 ROBBERY

This is the disappearance, destruction or damage to insured property inside the home through theft or unlawful seizure against the will of the Insured Party, through acts of intimidation or violence by third parties. Its limits are set out in the Special Conditions.

4 BURGLARY AND ROBBERY OF CASH INSIDE THE HOME

Within the coverage established in sections 1. and 3. of this article. **Línea Directa** also covers cash, up to the limit established in the Special Conditions depending on whether it is in a safe or outside it.

5 MUGGING OUTSIDE THE HOME

Línea Directa guarantees any robbery defined in section 3 of this article, committed anywhere outside the home against the Insured party and up to the limit established in the Special Conditions according to the objects stolen.

Mugging outside the home will not be covered if the insured home is used as a second home or seasonally.

6 THEFT

Línea Directa covers direct losses suffered by the insured, up to the limit established in the Special Conditions, due to the theft of the insured objects committed inside the home itself.

The following are excluded:

- Losses caused or facilitated by the complicity or serious negligence of the Insured.
- At the habitual residence, 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.
- In the event of robbery in the home, property that is located outside the home itself, even when it is situated on the land where the above is located.

- In the case of a second or seasonal home, valuables, jewellery and cash.
- Damage to the Building if the Contents are not insured.
- Broken windows and glass.
- 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.
- Jewellery, money, collections and effects that have monetary value.
- In the case of rented housing, losses caused by the tenant and the people who live with or depend on them.

Article 18. Health care after robbery or mugging

Coverage is provided, whatever the number of injured people, and up to the limit established in the Special Conditions, for health care expenses incurred by the Insured as a result of a mugging or attempted mugging of which they are victims inside or outside the home.

The item of health care costs includes medical costs generally, including pharmaceuticals and admission into clinics and nursing homes, and including, in all cases, any necessary emergency care.

Article 19. Water damage

The insured property is covered up to a limit of 100 % of the capital of the Buildings and/or Contents, as appropriate, for material and direct damage caused by

the action of water, due to:

- 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.**
- Accidental and unforeseen spillage as a result of:
 - Broken or malfunctioning taps and stop cocks.
 - Failure to turn off taps.
 - Overflow from fixed tanks located inside the building.
 - Blockage or breaking of hot and cold water pipes and waste water down-pipes located inside the building.
 - Leaks from adjoining or higher floor housing, except those that originate in the risks covered by the Art. 20.
 - Freezing of private pipes.
 - The necessary costs of unblocking the private fixed installations causing the damage, **up to a limit of €200 per unblocking service.**

The following are excluded:

- Damage due to lack of repair or maintenance, corrosion or a defect in the installation, or serious negligence by the Insured.
- Damage due to frost or failure to turn off taps in uninhabited periods exceeding 96 hours.
- Damage from mobile tanks and pipes located outside the building.
- The costs of locating, repairing faults or unblocking that do not cause damage can be compensated for through this coverage.

- **Damage to the actual tap, fixed tank or stopcock.**

Article 20.

Rain, snow, wind and hail

Insured property is **covered** up to a limit of 100 % of the amount insured for the Building and/or Contents, as appropriate, due to damage caused by:

1 RAIN

Whenever rainfall **exceeds 40 litres per square metre per hour is recorded.**

2 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.

3 WIND

Provided that speeds **between 96 km per hour and 120 km per hour, inclusive,** are recorded.

4 HAIL

Direct damage caused by hail.

The following are excluded:

- Leaks, seepage, rust or moisture.
- Snow, water, sand or dust that enters through doors, windows or other openings that have not been closed or closed defectively.
- Frost, cold, ice, waves or tides, even when these phenomena are caused by wind.

- Damage caused by extraordinary winds, these being defined when gusts exceeding 120 km per hour are present.

Article 21. Flooding and mud removal

Insured property is covered up to the limit of 100 % of the sum insured of the Building and/or Contents, as corresponds, for damage caused by or as a result of overflow or accidental deviation of water currents from the normal channel in canals, ditches, drains or other similar man-made channels or pipes, as well as those caused by mud removal or extraction of sludge as a result of one of the reasons mentioned above.

The following are excluded:

- Damage caused by overflow of rivers and other natural channels, by water from the sea, or due to the bursting of dams or dikes.

Article 22. Acts of vandalism

Insured property is covered up to the limit of 100 % of the sum insured of the Building and/or Contents, as corresponds, for damage caused by vandalism or malicious acts committed individually or collectively by persons other than those for whose acts the Insured Party is liable.

This cover shall only be effective if the Insured has filed an official complaint to the corresponding authorities.

The following are excluded:

- Damage or costs of any kind incurred as a result of graffiti, inscriptions, pasting of posters and similar events.

- Damage caused by any person with whom the Insured has a contractual relationship or by other (legal or illegal) occupants of the home.

Article 23. Smoke, impact aircraft, sonic waves

Insured property is covered up to a limit of 100 % of the amount insured for the Building and/or Contents, as appropriate, due to damage caused by:

1 SMOKE

Caused by fires or accidental and sudden exhaust produced in fireplaces or heating systems that are connected to chimneys through suitable pipes. This excludes damage due to the continuous effect of smoke.

2 IMPACT OR SHOCK

Any kind of vehicles or animals belonging to third parties.

3 AIRCRAFT CRASHES

Falling of any third party aerial apparatus or objects coming from it.

4 SONIC WAVES

Caused by airplanes breaking through the sound barrier.

Article 24. Broken windows or glass, sanitary ware, marble and glass ceramic hobs

Insured property is covered up to a limit of 100 % of the amount insured for the Contents in the event of replacements caused by the breakage of windows and glass in furniture and decoration.

Insured property is covered up to a limit of 100 % of the amount insured for the Building, provided that the replaced items are considered fixed parts of the home:

- The breakage of windows and glass on doors, windows and terraces of your home.
- The breakage of marble, granite and other surfaces made of compacted quartz or Silestone.
- The glass in ceramic hobs.
- Bathroom fittings made of earthenware or fibreglass in your home.

The following are excluded:

- Hand held objects, lamps, objects for personal use and non-fixed decorative items, aquarium glass, table glassware and video, sound and electronic appliances.
- Scratches, chips or other causes that create aesthetic defects.
- The costs of repairing frames, racks or paint.
- Breakage caused by insured property not being properly installed and/or due to obsolescence or lack of maintenance of the frames or fasteners.
- Breakages that already exist when the insurance is taken out.

Article 25. Cosmetic damage

This only covers payment if the Building is insured, and up to the limit established in the Special Conditions, of the amount for replacement materials on the insured Building not directly affected by the claim, provided that such replacement is necessary because a distinct lack of style

or harmony is proven with the materials of the construction unit they form part of, and which are, also, a result of damage covered by the Policy.

Article 26.

Travel on holidays and trips

Coverage includes, up to the limit established in the Special Conditions, property insured against damage suffered as a consequence of any of the risks covered by the Policy, and during temporary trips or whilst on holiday, as long as such property is in hotel rooms or apartments.

This cover is void if the insured risk has been procured in the form of a “second home”.

Jewellery and valuables will be covered when they are deposited in the safe of a hotel.

The following are excluded:

- Objects located in car interiors.
- Money, pawn tickets, deeds, securities, cheques, credit cards, state issued or commercial paper, samples of any kind.

Article 27.

Food deterioration

This covers, in the basic sum insured of the Contents, and up to the limit established in the Special Conditions, damage to food contained in a refrigerator or freezer for domestic use, as a result of deterioration or putrefaction caused by:

- Temperature increase resulting from a fault.
- Accidental leakage of refrigeration or refrigerant gases.

- Failure of power supply for more than 6 consecutive hours.

The Insured Party must demonstrate the occurrence of the loss by invoice for repair of the fault or documents establishing the energy supplier.

This cover is void if the insured home is intended as a “second home” or for rental.

The following are excluded:

- The losses occurred when the home remains uninhabited for a period exceeding 96 consecutive hours.
- The losses occurred due to a power failure during periods of less than 6 consecutive hours.

Article 28. Additional Costs

The following costs are covered provided they are the direct result of a claim covered by this Policy:

1 SALVAGE COSTS

Those caused by the use of means to mitigate the consequences of the loss, including those incurred in the transport of the goods insured and any other measures taken by the Insured Party or by the authorities in order to save it.

2 FIRE SERVICE COSTS

Those caused by the intervention of the fire service, including the fee for providing services.

3 DEBRIS REMOVAL COSTS

These are costs that experts deem necessary to assess damage.

4 COSTS FOR UNAVAILABILITY OF THE HOME

These are those caused to the Insured Party for the temporary evacuation of their 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 theirs, less, where applicable, the amount of rent for the home in the claim.

The amount of indemnified costs to which the Insured will be entitled may not exceed the limit established in the Special Conditions.

5 LOSS OF RENT

Only if the Building is insured and it is stated in the Special Conditions of the Policy that the insured home is to be rented, **Línea Directa** will cover the loss of rent which the Insured ceases to receive as a result of a loss covered by the Policy.

The compensation to which the Insured is entitled may not exceed the limit set out in the Special Conditions.

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

The existence of a legally valid rental contract must be demonstrated in order for this coverage to apply.

6 DOCUMENT REPLACEMENT

These are costs originating from the material replacement of public or private deeds, certificates, passports, identity documents and other documents of private use without monetary value that may disappear or be damaged as a result of the loss insured by the Policy.

The amount of indemnified costs to which the Insured will be entitled may not exceed the limit established in the Special Conditions.

This excludes documents used in the practice of a profession or that are for non-private use.

Indemnity for damage plus costs and disbursements insured by these articles may at no time exceed the sum insured for the items claimed.

Article 29. Liability, bail and legal defense

Línea Directa shall be responsible for the payment of monetary compensation up to the limit established in the Special Conditions that, in compliance with the legal provisions in force, the insured is obliged to pay due to liability for damages caused to third parties.

This cover includes damages occurring anywhere in Spanish territory, provided it is claimed in Spain.

It covers the following:

1 FAMILY LIABILITY

In the event of insuring the Contents, any liability that may correspond to the Insured Party according to the definition of this policy as a result of damage accidentally and by the use of non-motorized land or amphibious vehicles, up to the limit established in the Special Conditions.

This coverage extends to the countries of the European Union and Andorra, as long as the insured home is used as a first home or usual home.

The liability that may apply to the Insured Party, as a tenant of the home, against the owner thereof, is only covered when the insurance is due to fire, explosion and water damage.

2 LIABILITY OF OWNER

In the event that the Policy insures risks to the Building, both the payment of compensation which, based on Articles 1.907 and 1.908 of the Civil Code, the Insured Party is personally obliged to pay in their capacity as owner of the Building and/or Contents insured in their home for damage caused to third parties by these items; as well as the proportional part that may correspond to them, in accordance with their share in the ownership of all the common elements of the building and its installations, in claims made to the Homeowner's Association, up to the limit established in the Special Conditions.

3 BAIL

The provision of bail bonds that may be required of the Insured Party to cover their liability, for their temporary liberty and/or to guarantee financial responsibilities.

4 LEGAL DEFENCE

Línea Directa assumes the legal management against the claim of the injured party, appointing lawyers and court representatives to defend and represent the Insured Party in legal proceedings against them in civil liability claims covered by this Policy, even if these are unfounded claims.

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

If **Línea Directa** considers the appeal inadmissible, it will inform the Insured Party who will be free to pursue it exclusively on their own account. **Línea Directa** will reimburse their legal costs and those of a solicitor and court representatives in the event that the appeal is successful.

Where there is any conflict between the Insured Party and **Línea Directa**, caused by them having to uphold interests in the claim which are contrary to their defence, they shall immediately inform the Insured Party of this, without prejudice to carrying out any measures which, in view of their urgent nature, are necessary for the defence. In this case, the Insured Party may choose between maintaining legal management by **Línea Directa** or entrusting their defence to another person. In the latter case, **Línea Directa** will be obliged to pay the costs of this legal management, up to the limit of €3,000.

5 LEGAL COSTS

The payment of legal expenses and costs inherent in the claim in the same proportion existing between the indemnity to be paid by **Línea Directa**, in accordance with the provisions of the Policy and the total amount of financial liability of the Insured Party in the claim.

6 DEFENCE BEYOND LIABILITY LIMITS

The liability covered in sections 1 to 2 of Art. 29 will be free from any deduction for judicial or extrajudicial costs that may arise for **Línea Directa** as a result of processing the case, when those costs, together with the indemnity paid, exceed the aforementioned cover.

The following are excluded:

- Damage and accidents caused by the intentional or wilful misconduct of the

Policyholder, the Insured Party, their relatives or the persons for whom the policyholder is responsible, as well as domestic staff at the service of the Policyholder.

- Loss and damage resulting from criminal acts or recklessness constituting a crime.
- Claims based on contractual obligations.
- Damage caused to the property of third parties which is in the possession of the Insured for any reason or purpose.
- Payment of fines and personal sanctions.
- Liabilities:
 - Originating from a professional, commercial or industrial activity carried out by the Insured.
 - Those requiring Compulsory Insurance.
 - That lies in the driving or ownership of any class of motor vehicle (land, sea, or air).
 - 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.
 - Those corresponding to ownership or looking after breeds considered

potentially dangerous according to current legislation.

Article 30.
Additional cover for damages claimed

In the event that the home or the Insured suffer damage caused by third parties, the cause of which is included in the scope of article 29 of this Policy (Third-Party Liability), **Línea Directa** will cover a claim on their behalf, to the third party liable, amicably or judicially, as compensation for the damages caused by this third party.

Línea Directa covers the following expenses, up to the limit of €3,000:

1 SOLICITOR FEES

Solicitor fees and costs, and the expenses and charges of a court representative whether their intervention is mandatory or freely chosen by the Insured. In the event that the Insured Party uses solicitors that **Línea Directa** appoints, the fees and costs of solicitors, and the expenses and charges of a court representative if their intervention is mandatory, will be paid by **Línea Directa** with no maximum limits.

The solicitor and court representative freely appointed by the Insured Party will not be subject at any time to instructions by **Línea Directa**, fees for solicitors acting in defence of the Insured Party being accepted up to the maximum amount in the contract, provided they correspond to the accepted professional budget and do not exceed the minimums stipulated in the standards of the Professional Association for the judicial district where the Court authorised to hear the case is located.

The costs of fees for court proceedings, regardless of their jurisdiction, where the case has been won with opposing party having to pay the fees, will be paid to the Insured Party once the final judgement is obtained. These costs should be reimbursed to **Línea Directa** by the Insured and/or professional or professionals in charge of the matter, who should claim them by enforcement of the ruling or in an amicable form, directly from the opposing party.

Nor will **Línea Directa** have to bear the costs of professional association or qualification when the above do not belong to the Professional Association in the location of the professional proceedings, nor costs for travel, accommodation, allowances or similar.

The resulting difference between the fees charged by professionals and the amounts covered by this item will be borne by the Insured Party.

2 NOTARY FEES

Legal costs of empowerment for lawsuits, and the records, requirements and other action necessary to defend their interests.

3 FEES

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

4 LEGAL COSTS

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

5 EXPERT COSTS

The fees and costs of experts appointed or approved by **Línea Directa**.

The following are excluded:

- Claims for damages based on contractual obligations.
- Liability that requires Compulsory Insurance.
- Damages, interest, penalties or sanctions imposed on the Insured Party 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 Party participating in any kind of procedure other than those included in this coverage.
- Unjustified claims, in accordance with liability for the events or if clearly disproportionate to the assessment of damages. They will, however, bear the costs if the Insured Party obtains a fully favourable decision and this is absolutely final and conclusive.

Article 31.

Exclusions applicable to all coverage

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 recklessness that constitute a crime by the Policyholder, the Insured, their relatives or people for whom the Policyholder is responsible, as well as domestic workers in the service of the Policyholder.

- c** Claims due to a civil or international war, whether or not officially declared, events or actions of the Armed Forces or the State Security Forces, military or popular uprisings, insurrection, rebellion, revolution, strike, confiscation or requisition, terrorism, rioting or popular uprisings.

- d** Claims produced by the omission or defective performance of the repairs necessary for the normal maintenance of the insured facilities and property, or failure to correct obvious and known wear and tear.

- e** Damage caused by inherent or obvious defects, poor state of the insured property, construction 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** Loss or damage caused by bad faith of the Insured Person or by another person who has a contractual relationship with the latter or by other occupants (legal or illegal) of the house.

- i** Damage caused by pollution or corrosion.

- j** Damage due to nuclear reaction, nuclear radiation or radioactive contamination.

- k** Indirect losses of any kind which are not exhaustively insured within the risks covered.

- l** Any of the risks whose coverage relates to the Insurance Compensation

Consortium, or where this Body does not support the effectiveness of the right of the Insured Parties due to breach of any of the rules in the Regulations and Supplementary Provisions in force at the date of its occurrence.

m Jewels and valuables, if their value exceeds €1,800 per unit, which have not been expressly declared in the policy.

n Money, except as provided for in cases of burglary.

o 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.

p Awnings and pergolas, except in losses due to rain and wind.

q Gardens and woodland, except in losses due to lightning, fire, explosion, implosion and smoke.

r Damage suffered by the property of Third parties, which has for any reason been entrusted, assigned or leased to the Insured Party, or is in their possession.

s Also excluded are differences between the damages caused and the amounts compensated by the Insurance Compensation Consortium, due to the application of exemptions, withdrawals or application of proportional rules and other limitations.

III. Insurance Clearing 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 Insurance Compensation Consortium, approved by Royal Decree Law 7/2004, of 29 October, the Policyholder of an Insurance Contract that must necessarily include a surcharge payable to the aforementioned public business institution, is empowered to agree to coverage of extraordinary risks with any Insurance Company that meets the conditions required by current legislation.

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

a The extraordinary risk covered by the 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 Insurance Compensation Consortium intervenes.

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

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.

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

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

2. Excluded risks

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

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

c Those due to improper use or defects of the 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 damages in an insured nuclear facility are understood to be included, when they are the result of an extraordinary event affecting the actual facility.

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

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

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

i Those caused by the bad faith of the Insured.

j Those arising from disasters due to natural phenomena that cause damage to property or financial loss when the issue date of the policy or effective date, if later, does not precede seven calendar days from the date on which the incident occurred, except if previous contracting of the insurance is shown to have been impossible due to lack of insurable interest. This grace period will not apply in the case of replacement or substitution of the policy, in the same or another entity, without interruption, except for the part that was subject to increase or new coverage. Nor will it apply to the part of the insured capital resulting from the automatic revaluation indicated by policy.

k Those corresponding to accidents that occurred before the first premium payment or when, in accordance with the provisions of the Insurance Contract Law, coverage from the 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. In particular, this coverage does not include loss or damage suffered as a result

of cutting or altering the external supply of electricity, fuel gas, fuel oil, diesel oil or other fluids, or any other indirect damage or losses other than those mentioned above, even if these alterations result from a case included in the extraordinary risk coverage.

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

n 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 Party shall be seven percent of the amount of compensable damage caused by the incident. Nonetheless, no deduction shall be made for any excess for damage affecting housing, communities of home owners, or vehicles that are insured by auto insurance policy.

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

c Where a policy establishes a combined excess for damage and loss of profits, the Consortium of Insurance Compensation will settle the property damage with a deduction of the corresponding excess by

applying that which is provided for in the previous section a), and the loss of profits produced with deduction of the excess agreed upon in the policy for main coverage, reduced in the excess applied to the liquidation of property damage.

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 Insurance Compensation Consortium will guarantee the entirety of the insurable interest even if the ordinary policy only does partially.

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

c In life insurance policies that, according to the provisions of the Contract and in accordance with the regulations of private insurance, generate a mathematical provision, the coverage of the Consortium of Insurance Compensation will refer to the capital at risk for each Insured, i.e. the difference between the amount insured and the mathematical provision that the Insurance Company that issued it should have

provided. The amount corresponding to the mathematical provision will be paid by the above insurance company.

5. Communication of damage to the Insurance Compensation Consortium

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

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

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

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

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

IV. Enquires and complaints. Customer Ombudsman. Procedure followed

whose website they will find updated addresses and telephone numbers.

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

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

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

2. The Financial Ombudsman service is also available. The claim, which will be free for the Insured, must be caused by any circumstance arising from the Insurance Contract. Both Customer Services and the Customer Ombudsman will acknowledge receipt of complaints, which will be resolved in accordance with the Law and within one month from receipt of the claim, as determined under the Regulations for the Customer's defence that is available to the Insured at the offices of the company and at its website. The Insurer will be bound to what is decided by the Customer Ombudsman, provided that the sum claimed **does not exceed €60,101.21**.

3. If the Insured Party is not satisfied with the solution given to their claim, they can contact the Claims Service of the Insurance and Pension Funds Division, on



For more information
www.lineadirecta.com



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