



# Information required prior to purchasing Home Insurance

We have provided you with an information note below prior to purchasing Home Insurance. The information it contains may be specified and extended in the General Conditions of the policies: <https://www.lineadirecta.com/condiciones-generales.html>

## 1. Insurance Company Details

LÍNEA DIRECTA ASEGURADORA, S.A.  
C/ Isaac Newton nº 7. 28760 Tres Cantos (Madrid, Spain)  
Key: C0720

## 2. Name of product

Home Insurance.

## 3. Type of insurance

### 3.1. Insurance class

✓ Multi-risk home.

This insurance is intended to guarantee the insured home in the event of claims covered by the policy through the provisions corresponding to each of the coverages included in the Special Conditions, according to the limits and rules set out in the Special Conditions and General Conditions.

### 3.2. Insurable goods and losses

- **Building:** Made up of the structure and permanent fixtures and fittings in the house, as provided for in the applicable General Conditions.
- **Content:** All the belongings owned by the Insured, provided they are located inside the home or in properly locked outbuildings.

This item also 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 belongings owned by the insured that are placed in any of the rooms of the home used as a study or professional office, provided that the overall value of this property does not amount to more than 25% of the total sum insured for the contents.
- ✓ Clothes and household goods, bicycles, sports items and tools in garages and storage rooms, **provided they are properly locked and up to the limit set out in the Special Conditions. Electronic equipment is excluded.**

The following are not considered contents:

- ✗ Motor vehicles and powered transporters such as electric bikes, electric scooters, 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 grass unless the damage coverage to furniture and trees in gardens and terraces is purchased.

**Jewellery:** any object made of gold and/or platinum, precious stones, fine pearls, precious metals, silver objects, steel or titanium wrist watches that are used as ornaments by people. All jewellery that forms part of a set or collection will be considered as one.

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.

These are excluded if they are located in garages, storerooms, terraces, porches or annexes, even if these areas are properly protected with a lock.

**Objects of special value:** The following will be considered valuables when their unit price is equal to or greater than €1,800: paintings, mirrors, tapestries, rugs, artwork, silver and bronze items, ivory and collections, 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.

The insurance only covers valuables against theft inside the home, up to the limit agreed and stated in the Special Conditions, provided that they have been expressly named in the Special Conditions and the corresponding premium has been paid.

These valuables are covered 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 with locks.

Jewellery and Articles of Special Value are insured according to the terms and limits provided in the General Conditions and for the values stated in the Special Conditions of the policy.

### **3.3. Insured amount**

The amount established for each of the coverages in the policy, and which represents the maximum limit of the compensation to be paid by **Línea Directa** in each claim (in accordance with article 27 of the Insurance Contract Law).

The following must be taken into account for their establishment:

#### **3.3.1. Valuation of the property at the time the policy is purchased:**

- ✓ Actual value: value of the property assessed by its new value with a deduction for impairment due to age, use or obsolescence.
- ✓ New replacement value: value of the property assessed by its new value without any deduction for age, use or obsolescence.
- ✓ Other possible valuations considered or possible in the policy.

To determine this, the provisions in the applicable General and Special Conditions must be taken into account.

#### **3.3.2. Form of insurance**

The forms of insurance will be set out in the General and Special Conditions of the policy.

## **4. Basic information prior to purchasing the insurance**

### **4.1. Description of the risk and the insured amount.**

#### **4.1.1 Accuracy of information**

The basis for the valuation of the risk and determination of the insurance premium is based on the information provided to the company by the insured party in the questionnaire, in any other docu-

ment or verbally, and it must therefore be truthful and cover the insured amounts adjusted to each of the guarantees to be covered, taking into account the form of insurance and the valuation of the property or losses that are covered in the insurance.

Its inaccuracy or inadequacy may therefore result in the loss of the right to compensation, in the event of fraud or wilful misconduct, or the compensation may be reduced in proportion to the difference between the agreed premium and the one that would have been applicable if the real risk had been known, by applying the Equity Rule or the Proportional Rule (Arts. 10 and 30 of the Insurance Contract Act, respectively).

Moreover, **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 intent or gross negligence on its part.

#### **4.1.2. Equity rule, Under-insurance and Proportional rule**

- ✓ Equity rule, due to undervaluing the risk: If the policyholder or the insured has disclosed information that contains an inaccuracy, so that at the at the time the claim is made the value of the sum insured is less than the property's insurable interest, the insurance company will pay compensation for the damage caused in the same proportion as the sum insured covers the insurable interest.
- ✓ Under-insurance: When the insured amount is less than the value of the property assessed in accordance with the form of insurance and value of the insured property at the time of the claim.
- ✓ Proportional rule: In the event of a claim, it shall be understood that the damages shall be compensated by applying the proportionality previously indicated (point 1 above) when there is underinsurance.

#### **4.1.3. Premium: This is the price of the insurance**

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. In case of payment by credit card, the account held with the card issuer.

## 4.2. Correction of differences

The insured party must check that the scope of the cover corresponds to their expectations and, if applicable, that there are no differences between the information provided and that contained in the policy as regards the description of the risk and the amounts insured. In the event of differences, the insured party shall have one month to request their correction (Art. 8 of the Insurance Contract Act).

## 5. Keeping up-to-date

### 5.1. Variations in risk and in insured values:

**Nature and description of the risk:** During the term of the contract, the Policyholder or the Insured Party must inform the Insurance Company, as quickly as possible, about any circumstances involving a modification of the insured risk, such as: transfer of the insured property, changes in the use of the house, any others covered in the questionnaire at the time of purchase and, in general, any cause that implies a modification, aggravation or decrease of the risk.

**Insurable values:** *Línea Directa* will adjust the policy premium by applying the annual increase in the Consumer Price Index (CPI), as published by the National Institute of Statistics or any body that may replace it in the future.

## 6. Description of the coverage offered. Coverages, exclusions and options

### 6.1. Coverages

All of the insurable coverages are listed below, subject to the insurer's underwriting rules, as well as the conditions, limitations and exclusions set out in the General Conditions ([www.lineadirecta.com](http://www.lineadirecta.com)). The Special Conditions shall set out the coverages taken out in the Policy and their limits.

#### 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 wear.
- Breakage of glass on furniture.
- Expenses for spoilage of refrigerated food.
- Cosmetic damage.
- Damage due to vandalism.
- Damage caused to the home by collisions involving animals, vehicles and sonic waves.
- Damage to your property in-transit and when travelling.
- Breakage or theft of electric chargers and solar panels (optional).
- Damage to furniture and trees in gardens and terraces (optional).

### **Theft and burglary**

#### **Theft inside the home:**

- Damage caused by burglary inside the property.
- Theft inside the home.

#### **Theft inside the home:**

- Theft from within the home.

#### **Theft outside the home:**

- Robbery and armed robbery outside the home.

### **Alternative accommodation**

- 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.

### **Home assistance**

- Gaining access to the home.
- Repair of electrical appliances.
- Maintenance and handyman services
- Premium maintenance and handyman services.
- Technological assistance in the home.
- Access to professionals for repairs not covered.

### **Legal protection from squatting**

- Legal protection from squatting (optional).

### **Digital fraud and identity theft protection and compensation**

- Digital fraud and identity theft protection and compensation (optional).

## **6.2. Exclusions applicable to all coverage:**

In addition to the specific exclusions 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 on the part of the Policyholder, the Insured, the owner, the tenant, their relatives or the persons for whom they are responsible, as well as domestic staff who work for the Policyholder, except in the case of theft inside the home, where crimes committed by domestic staff will be covered.
- c) Claims due to civil or international war, whether officially declared or not, events or actions by the Armed Forces or National Security Forces and Bodies, popular or military uprisings, insurrection, rebellion, revolution, strike, confiscation, appropriation or requisition, terrorism, riot or popular uprising, or claims officially classified as a national catastrophe or calamity.
- d) Claims 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 refurbishment or reconstruction work on the property that require an administrative license.
- e) Damage caused by inherent or obvious defects, the poor condition of the insured property, construction or manufacturing defects, design or assembly 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, asbestos and any other extraordinary natural phenomena.
- h) The 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 home 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 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.
- 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 the coverage in 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 coverage.
- s) 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.
- t) 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.
- 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.

### 6.3. Delimitation of the cover

The coverages indicated are subject to the scope of cover, limitations and exclusions set forth in the General Conditions of the product (at [www.lineadirecta.com](http://www.lineadirecta.com)) and, if applicable, in the Special Conditions as agreed between the Policyholder and the Insurer.

### 6.4. Excess

An amount that, in each loss, and as agreed in the Special Conditions, will be deducted from the compensation corresponding to each claim.

### 6.5. Grace Period

The period of time that must elapse between the acceptance date of the Insurance Contract and the effective commencement of certain coverages in the Policy as established in the Special Conditions.

### 6.6. Extraordinary Risks

In addition to the coverages provided by the company, the Insurance Compensation Consortium will compensate the direct injury to persons and damage to property, as well as the loss of profits as a result of this which are insured in the policy, and when they are due to extraordinary events (earthquakes, floods, terrorism, atypical tropical cyclones, etc.) listed in the Insurance Compensation Consortium Regulations (RD 300/2004) and contained in the clause included in the policy.

## 7. The claim

### 7.1. Claim procedure

The policyholder or the insured must:

- a. Notify **Línea Directa** about the accident and all relevant information in the shortest time possible and in any event within 7 days of having known about it. In case of failure to do so, **Línea Directa** may claim damages for breach of this obligation, unless it is proved that they had knowledge of the accident by other means.
- b. Use all means at their disposal to mitigate the consequences of the incident. Any breach of this duty will entitle **Línea Directa** to reduce compensation in proportion to the damages caused, being released from payment in the event that the breach was deliberate and with an intent to injure or deceive **Línea Directa**.
- 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.

- d. The insured party must inform the authorities regarding the occurrence of the accident for acts of vandalism, burglary and/or robbery, and deliver a copy of the report to **Línea Directa**.
- e. Without authorization from **Línea Directa**, the insured may not negotiate, accept or reject any claim relating to the losses covered by the Policy.
- 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.

## 7.2. Concurrent Insurance

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 obliged to pay any compensation.

## 8. Conditions, Terms and Expiry of the Premiums

### 8.1. Period of validity of the insurance and the premium

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.

Both parties may oppose the extension of the Policy 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.

### 8.2. Items included in the premium

The insurance premium includes all taxes and surcharges that are payable, including the surcharge payable to the Insurance Compensation Consortium.

### 8.3. Splitting of the premium

**Línea Directa** may allow the annual premium to be paid in instalments, the conditions of which, agreed with the Policyholder, will be set out in the Special Conditions of the insurance policy.

## 9. Complaints

### 9.1. Procedure for making complaints or claims

- The insured party may contact the Customer Service Department to raise any complaints regarding this Policy or the handling of an incident.

You can contact the Complaints and Objections Service on 902 171 178, by fax to number 902 123 237, or by contacting the email address at [Gestion\\_Clientes@LineaDirecta.es](mailto:Gestion_Clientes@LineaDirecta.es) or by letter to Ronda de Europa número. 7, 28760 Tres Cantos, Madrid.

- Additionally, and if you do not agree with the answer given by the Customer Service, there is the Customer Ombudsman, who you can contact by calling 919 171 179 and fax 902 123 236. The complaint, 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, without the statutory period being exceeded at any time, 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 comply with what is agreed by the Customer Ombudsman, provided that the sum claimed does not exceed €60,101.21.
- If the insured is not satisfied with the solution given to their complaint, they can contact the Complaints Service of the Insurance and Pension Funds Division, calle Miguel Ángel 21, 28010 Madrid (temporary office), or through their website [www.dgsfp.meh.es/reclamaciones/index.asp](http://www.dgsfp.meh.es/reclamaciones/index.asp)

### 9.2. Applicable Jurisdiction

The insurance agreement is subject to Spanish jurisdiction and, as part of this, the competent court to hear actions derived from the above shall be the one corresponding to the insured person's place of residence, for which purpose they shall designate one in Spain if domiciled abroad.

## 10. Governing Legislation

The conditions of the policy are subject to the following rules:

- Law 50/1980 of 8 October, on Insurance Contracts.
- Law 20/2015, of July 14, on the regulation, supervision and solvency of insurance and reinsurance companies.
- Royal Legislative Decree 7/2004, of 29 October, approving the revised text of the Legal Statute of the Insurance Compensation Consortium.



For more information

[www.lineadirecta.com](http://www.lineadirecta.com)



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