



# Information before 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)  
Key: C0720

## 2. Name of product

Premium Home Insurance.

## 3. Types 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 rules and limits 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 that form part of the furniture, fixtures, clothing and household furnishings owned by the insured party, their family, domestic staff and other persons living with them regularly and free of charge, provided they are located inside the home or in outbuildings and properly locked.

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 use stated in the definition of the Building.

Motor vehicles (cars of any type and motorcycles of any cylinder capacity) which may be in the house or its outbuildings are excluded from the consideration of Contents for the purposes of coverage under this Policy.

**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.

All jewellery that forms part of a set or collection will be considered as one.

**OBJECTS OF SPECIAL VALUE:** 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 insurance covers, up to the limit agreed and confirmed in the Special Conditions, objects whose value exceeds €1,800 per unit,

provided that they have been specifically outlined in the Special Conditions and that 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 with locks.

The valuables that form part of a set or collection shall be considered as one.

### 3.3. Insured amount

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

The following must be taken into account for their establishment:

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

- a. Actual value: value of the property assessed by its new value with a deduction for impairment due to age, use or obsolescence.
- b. New replacement value: value of the property assessed by its new value without any deduction for age, use or obsolescence.
- c. Other possible valuations envisaged 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. Insurance form

Forms of insurance will be established in the applicable General and Special Conditions of the policy.

## 4. Basic information prior to purchasing the insurance

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### 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 document 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).

**Linea Directa** may terminate the Policy by writing to the policyholder within 1 month following knowledge of the secrecy or inaccuracy in the statements made by the latter.

From the moment that **Linea 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

1. **Equity rule, due to undervaluing the risk:** If the policyholder or insured party has made a risk statement that contains some inaccuracy, so that at the time the claim is made the value of the insured amount is less than the value of the insured item, the insurance company shall pay compensation for the damage caused that is directly proportional to the insured amount covering the insured item.
2. **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.
3. **Proportional rule:** This shall be considered in the event of a claim, the damage being compensated by applying the proportional rule indicated above (point 1 above) when there is under-insurance.

#### 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 **Linea Directa** of the card details and its expiry date, as well as any possible modifications to these, it be-



ing essential to be effective that the Special Conditions have been signed and received by **Linea 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.

#### 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

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#### 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: **Linea Directa** shall adjust the policy sums and premium, applying the annual increase in the General Consumer Prices Index (I.P.C.) published by the National Institute of Statistics or the body that replaces it in the future.

### 6. Description of guarantees (offered, coverages and exclusions) and options

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#### 6.1. Coverages

All of the insurable coverages are listed below, subject to the company's purchasing 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 indicate the coverage purchased in the Policy and its limits.

- Fire, explosion, lightning and electrical damage:
  1. Fire
  2. Explosion
  3. Lightning
  4. Damage suffered by plants and trees
  5. Electrical damage
- Burglary, robbery and larceny:
  1. Burglary
  2. Defects
  3. Robbery
  4. Burglary and robbery of cash inside the home
  5. Mugging outside the home
  6. Theft
- Health care after robbery or mugging
- Water damage



- Rain, snow, wind and hail.
- Flooding and mud removal
- Acts of vandalism
- Smoke, impact, aircraft, sonic waves
- Broken windows or glass, sanitary ware, marble and glass ceramic hobs
- Cosmetic damage
- Travel on holiday and trips
- Food spoilage
- Additional costs:
  - 1. Salvage costs
  - 2. Fire service costs
  - 3. Debris removal costs
  - 4. Costs for unavailability of the home
  - 5. Loss of rent
  - 6. Document Replacement
- Liability, bail and legal defence:
  - 1. Family liability
    - Family liability
    - Civil liability for domestic animals
    - Civil liability for domestic staff
  - 2. Liability of Owner
  - 3. Bail
  - 4. Legal Defence
  - 5. Legal Costs
  - 6. Defence beyond liability limits
- Additional cover for damages claimed
- Home assistance expenses:
  - 1. Additional repairs
  - 2. Emergency locksmiths
  - 3. TV and video
  - 4. Hotel, restaurants, laundry
  - 5. Home surveillance costs
  - 6. Moving and storage costs
  - 7. Telephone legal advice
  - 8. Early return due to serious loss
  - 9. Sending messages
  - 10. Sending a doctor in case of an accident
  - 11. Sending health workers in case of an accident
  - 12. Sending medicine
  - 13. Travel assistance Early return due to death in the family
  - 14. Telephone medical advice
  - 15. Health Information
  - 16. Assistance to pets
  - 17. Social orientation by telephone
  - 18. Computer support at home:
    - 18.1. Technology services
    - 18.2. Coverage for fraudulent use of cards and access to bank accounts
    - 18.3. Other coverage and services

## 6.2. 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 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.
- b. Loss and damage resulting from criminal acts or recklessness constituting a crime.
- 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 due to breach of any of the rules in the Regulations and Supplementary Provisions in force at the date of its occurrence.
- m. Awnings and pergolas, except in the cover corresponding to rain and wind.
- n. Garden and groves, except in the cover corresponding to garden and grove deterioration.
- o. Damage suffered by the property of Third parties, which has for any reason been entrusted, assigned or leased to the Insured Party or the Policyholder, or is in their possession.
- p. 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.
- q. Uninhabited homes Uninhabited homes are considered those in which people reside for a period of less than 15 days a year.
- r. Homes under construction or reconstruction.
- s. Isolated homes (located more than 1 km away from the nearest building).
- t. Homes built mostly with combustible materials, prefabricated homes and/or caravans.
- u. Land or buildings with recorded cases of concrete decay.
- v. 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.
- w. Money, except as provided for in cases of burglary and robbery.



- x. 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.
- y. Trailers, caravans, boats, air navigation equipment and accessories.
- z. Motor vehicles, except those provided for in the Fire, explosion and lightning coverage, as stated in the Contents definition.

### 6.3. Delimitation of the cover

The above cover is subject to the scope of coverage, limitations and exclusions set out in the General Conditions for the product (sat [www.lineadirecta.com](http://www.lineadirecta.com)) and, if applicable, in the Special Conditions as agreed between the Insurance Policyholder and the Insurance Company.

### 6.4. Extraordinary Risks

In addition to the guarantees covered by the company, the Insurance Compensation Consortium shall compensate direct damage to persons and property, as well as the loss of profits as a result of them, which are insured in the policy, when they are due to extraordinary events (earthquakes, floods, terrorism, atypical cyclone storm, etc.) listed in the Insurance Compensation Consortium Regulations (Royal Decree 300/2004) and contained in the clause included in the policy.

## 7. The Claim

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### 7.1. Claim procedure

The policyholder or the insured must:

- a. Notify **Linea 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, **Linea 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 loss. Any breach of this duty will entitle **Linea 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 **Linea Directa**.
- c. **Linea 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 disclose the occurrence of acts of vandalism, burglary or robbery to the authorities, delivering a copy of the complaint to **Linea Directa**.
- e. Without authorization from **Linea 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 **Linea Directa** as soon as possible of any legal, extra-legal or administrative notice that comes to their knowledge related to the accident, and any kind of information about its circumstances and consequences.

The communication may be made by a telephone call to **919 180 004**.

## 7.2. Concurrent Insurance

In cases where there are two or more insurance contracts for the same objects or risks insured, **Linea 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, **Linea Directa** will not be liable to pay any compensation.

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

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### 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 oppos-

es 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.

### 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

**Linea Directa** may facilitate payment in instalments of the annual premium as provided for in the Special Conditions of the Insurance Policy.

## 9. Complaints

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### 9.1. Procedure for making objections or complaints

- 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 919 171 178, 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 call-





ing 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. Applicable 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 14 July, on the management, 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.

