linea directa

Information before purchasing Pet Insurance

We have provided you with an information note below prior to purchasing Pet Insurance. The information it contains may be specified and extended in the General Conditions of 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.

Registered in the Mercantile Registry of Madrid, Volume 7902, folio 41, section 8, page M-127.697, Entry 1

2. Name of product

Pet Insurance.

3. Type of insurance

3.1. Insurance class

This is an Insurance policy whose purpose is to cover the pet, understood as such, to be the dog or cat owned by the Insured Party, which lives with him/her and providing that it complies with the provisions and regulations in force regarding the policy; among them, having its vaccination schedule up to date, being correctly identifiable, having the corresponding microchip and being registered in the corresponding Pet Registry, according to the limits and regulations established in the Special Conditions and General Conditions.

4. Basic information prior to purchasing the insurance

4.1. Description of the risk

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).

In addition, Línea Directa may terminate the Policy by written communication to the policyholder within one month of becoming aware of the reservation or inaccuracy in the statements made by the policyholder.

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. Premium: This is the price of the insurance

Premiums shall be paid by direct debit system, credit card, or any other means that both parties expressly accept by mutual agreement and which shall 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 the case of direct debit shall be the account designated by the policyholder when 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

5.1. Variations in the insured risk

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, in general, any cause that implies a modification, aggravation or decrease of the risk.

6. Description of the coverage offered. Coverage, exclusions and options

Each of the coverages included are listed below:

6.1. Coverages

✓ Compulsory Civil Liability-Legal defence and claiming for damages:

- Telephone legal advice.
- Advice for daily pet care.
- Face-to-face assistance of a lawyer in case of arrest.
- Review and drafting of documents and contracts related to daily pet care.
- Defence of additional civil liability in the event of insufficiency or shortfall of the Civil Liability insurance that the insured may have taken out.
- Claim for non-contractual damage caused to the animal by an identified third party.
- Defence in lawsuits from neighbours and/or association of property owners due to noise or disturbance of coexistence.
- Defence and claims in all matters relating to pet-related contracts.
- Management of administrative penalties.

✓ Televet with electronic prescriptions and emergencies:

- Veterinary consultations and immediate guidance.
- Health, wellness and behaviour.
- Preventive medicine.
- Clinical medicine.
- Complementary clinical consultations.
- Electronic prescriptions.
- Veterinary consultations by phone.
- 24*7*365 veterinary emergencies by phone.

✓ Pet assistance and accident expenses.

✓ Veterinary health and welfare plan.

The coverage listed is subject to the underwriting regulations of the insurance company, as well as to the conditions, limitations and exclusions established in the General Conditions (www.lineadirecta.com). The Special Conditions shall indicate the coverage purchased in the Policy and its limits.

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) Liability is excluded in the event that the dog and/or cat is not owned by the Insured Party.
- b) Liability is excluded in the event that the dog and/or cat is not up to date with its vaccination schedule, is not correctly identifiable, does not have the corresponding identification microchip and is not registered in the corresponding Pet Registry.
- c) Liability is excluded in the event of non-compliance with current legislation Law 7/2023 of 28 March on the protection of the rights and welfare of animals and its Regulations.
- d) Liability is excluded when derived from leaving animals loose or in a position where they may cause damage in public or private places with public access, especially in national parks, cattle grazing areas or other protected natural areas where they may cause damage to people, livestock or the natural environment.
- e) Liability is excluded in case of professional or working use of the dog or cat, as well as hunting dogs, herding dogs and dogs belonging to security forces.
- f) All cases that are not expressly listed in this coverage.
- g) Events occurring prior to the purchase of this insurance coverage.
- h) Incidents caused by bad faith on the part of the insured person.
- i) The payment of compensation, fines or penalties, taxes or other charges of a fiscal nature and claims made by third parties is expressly excluded.
- j) Liability for property damage and/or personal injury caused to any person who cannot be considered as a third party unknown to the OWNER and/or INSURED PARTY, OWNER and PERSON RESPONSIBLE for the pet is excluded. As well as damages to goods of any kind owned, held, deposited, used or otherwise. Third Parties are understood as: all those who are not the spouse, common-law partners, parents, children and siblings, blood relatives, collateral relatives or related to the owner of the dog; nor the partners, managers, dependents and persons in charge of the dog.
- k) Liability arising from a specific activity, show, rescue, production, professional, sporting, commercial or industrial activity of the Insured Party is excluded, as detailed in the current regulations, such as animals used in specific show, production or sporting activities recognised by the National Sports Council of Spain (falconry birds, shepherd and livestock guardian dogs) as well as those used in professional activities (dedicated to a specific activity or task carried out jointly with their handler in a professional or work environment, such as rescue dogs, therapy pets or animals belonging to the Security Forces or the Armed Forces). Hunting dogs, herding dogs and auxiliary hunting animals shall also be excluded.

6.3. 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

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 loss. 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. The insured party must disclose the occurrence of acts of vandalism, burglary and/or robbery, by delivering a copy of the report to Línea Directa.

d. Without authorisation from Línea Directa the insured party may not negotiate, accept or reject any claim relating to the losses covered by the Policy.

e. The policyholder or the insured party 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 claim, as well as any kind of information about its circumstances and consequences.

8. Conditions, Terms and Expiry of the Premiums

8.1. Period of validity of the insurance and the premium

The Policy shall 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.

Either party may oppose the extension of the policy by written notice to the other party, within 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 prior when it is the insurer.

The insurance will start on the effective date, which will be detailed in the Special Conditions of the policy.

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.

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 by telephone on 919 171 178, by fax to number 902 123 237, or by email to 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 of charge for the insured persons, 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

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 policy conditions are subject to the following rules:

- Law 50/1980, of 8 October 1980, on Insurance Contracts.
- Law 20/2015, of July 14, on the regulation, supervision and solvency of insurance and reinsurance companies and its implementing regulations (Royal Decree 1060/2015, of November 20).
- Law 22/2007 of 11 July on distance marketing of financial services for consumers.
- Royal Legislative Decree 7/2004, of 29 October, approving the revised text of the Legal Statute of the Insurance Compensation Consortium.
- Law 3/2020 of 4 February on urgent measures by which various directives of the European Union are transposed into Spanish law in the field of public procurement in certain sectors; private insurance; pension plans and funds; taxation and tax litigation.
- Law 7/2023 of March 28 on the protection of the rights and welfare of animals and its Regulations, as well as any legislation that replaces and complements it.
- Law 50/1999, of December 23 and R.D 287/2002 in the case of animals classified as potentially dangerous, and anything agreed in these General Conditions, in the Individual Conditions, in the Special Conditions and by any regulations that may in the future replace or modify those listed or that may be applicable.

Para más información

www.lineadirecta.com



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