



# Information note prior to purchase of Squatter protection insurance

Below we have provided you with an information note prior to purchasing Squatter Protection Insurance. The information it contains may be specified and extended in the General Conditions of policies:

<https://www.lineadirecta.com/condiciones-generales.html>

## 1. Company name and registered office of the Insurer

### LÍNEA DIRECTA ASEGURADORA, S.A.

C/ Isaac Newton nº 7  
28760 Tres Cantos (Madrid)  
Code: C0720

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

## 2. Name of product

Squatter Protection Insurance.

## 3. Type of insurance

### 3.1. Insurance class

The purpose of this Insurance is to cover the legal protection and expenses or losses arising from squatting in the insured home, which is understood to be the occupation of the property in order to remain in it without the proper authorisation of the owner, according to the limits and rules established in the Special 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 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 with-



in one month following knowledge of any reservation 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. 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 being essential for their effectiveness 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.

## **6. Description of the coverages offered**

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Each of the coverages included are listed below:

### **6.1. Coverages**

- Compensation for accommodation expenses.
- Compensation for utility costs.
- Compensation for loss of rent from the insured property.
- Compensation for furnishing expenses.
- Liability for damages caused to third parties during the occupation.
- Remote legal advice.
- Management of squatting-related conflicts.



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

## 6.2. Exclusions applicable to all coverage:

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

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

## 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

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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. The insured party must disclose the occurrence of the incident to the authorities, delivering a copy of the complaint to **Linea Directa**.
- d. Without authorization from **Linea Directa**, the insured may not negotiate, accept or reject any claim relating to the losses covered by the Policy.
- e. 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.



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

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### 8.1. Insurance validity period

The Policy will have the duration agreed in the Special Conditions.

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.

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

## 9. Complaints

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### 9.1. Procedure for making complaints or objections

- 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 Ombuds-

man, 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.
- **Linea 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

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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.
- 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.

