



## INFORMATION NOTE PRIOR TO PURCHASE OF CAR INSURANCE

We have provided you with an information guide below prior to purchasing car insurance. The information it contains may be specified and extended in the General Conditions of the policies:

[www.lineadirecta.com/condiciones-generales.html](http://www.lineadirecta.com/condiciones-generales.html)

### 1. Insurance Company Details

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

### 2. Name of product

- Automobile Insurance.

### 3. Basic information prior to purchasing the insurance

#### 3.1. Basic prior information

The basic information prior to purchasing the insurance is as follows:

#### Policyholder details.

Details of the regular driver and/or occasional drivers.  
Details of vehicle owner to be insured.

- Identification document.
- Age and sex.
- Number of license years.
- Address.
- Marital status and profession.

#### Vehicle details.

- Vehicle make, model and version.
- Registration number.
- Vehicle accessories.
- Intended use.

#### Claims history.

Claims history of the regular driver:

If your previous insurer was included in the SINCO file, the last 5 digits of the policy is sufficient, if it is not a SINCO insurer, a claims history document issued by them is required.

### 3.2. Accuracy of information

You must provide us with clear and accurate information. This will enable us to offer you the most suitable conditions and the lowest-priced premium. Otherwise, your vehicle will not be properly insured and payments may be reduced proportionately.

### 3.3. Premium

Amount that the insured pays to the insurer, subject to the information provided by the customer:

### 4. Keeping up-to-date

During the term of the contract, the policy holder or the insured must inform the insurer as soon as possible of any change in the factors and circumstances declared in the questionnaire submitted to the insurer that may aggravate risk, and are of such a nature that the insurer would not have entered into the contract if they had known about them or would have applied more stringent conditions to the contract, as established in the Insurance Contract Law 50/1980 of 8 October (Articles 11, 12, 13 and 34).

These include the following:

- Change or transfer of the insured vehicle.
- Any modification of the features and use of the insured vehicle.
- Change, inclusion or exclusion of driver.
- Modification of the usual address, or the form or frequency of premium payments.

Note: In the event of a change of Policyholder, a new agreement will be issued.

### 5. Description of fixed and optional coverage

#### 5.1. Forms of Insurance

- a) Car insurance products



- Third-party Insurance.
- Extended Third-party Insurance.
- Comprehensive Insurance.

b) Compulsory coverage

- Compulsory Civil Liability.
- Voluntary Civil Liability.
- Legal Defence.

c) Voluntary coverage

- Theft.
- Fire.
- Glass.
- Animal damage.
- Roadside Assistance.
- Fine Management.
- Replacement Vehicle.
- Driver's license recovery course.
- Legal Assistance.
- Worldwide Accident Protection Plan.
- Handbag Theft Plus.

**5.2. Excess**

Fixed amount for each claim, and as agreed in the Policy for each of the voluntary types procured, that the insured must pay. The Excess does not apply to the cover for theft, fire, glass, own damage caused by animals, nor to the accessories declared.

**5.3. Legal Defence**

What does it cover?

The criminal defence of the insured driver by Lawyers and Solicitors appointed by **Linea Directa** in criminal proceedings against the above in the event of a traffic accident with the insured vehicle.

Extra-legal and Legal Damage Claims: **Linea Directa** will take responsibility for the legal and extra-legal claim against third parties liable for damage caused to the insured vehicle and suffered by the insured, in both cases as a result of a traffic incident covered by this Policy.

Notwithstanding the foregoing, the INSURED may choose to appoint lawyers and solicitors to represent them in proceedings, in cases in which their participation is necessary for the correct defence of their interests, with the coverage limit established in the Special Conditions.

The INSURED shall communicate the discretionary appointment of Lawyers and Solicitors in writing to **Linea Directa**.

**5.4. Risks covered by the pool**

The Insurance Compensation Consortium, [www.conorseguros.es](http://www.conorseguros.es), is responsible for paying policyholders compensation arising from extraordinary claims, as set out in Royal Legislative Decree 7/2004 of 29 October, approving the revised text of the Legal Statute of the Insurance Compensation Consortium.

The Consortium assumes the damage caused to people and property when any of the coverages for damages, liability, fire, theft, glass breakage or accidents are insured in the policy. Civil liability cover for car insurance establishes the possibility of charging the insured an excess.

**5.5. Territorial Scope**

The territorial scope of each of the rules set out in the Policy is as follows:

- Types of Civil Liability for the vehicle and its Occupants: countries covered by the Green Card.
- Legal Defence and Damage Claim: Spain and claims occurring in Spain and Green Card member countries, provided that those involved are normally based in the European Economic Area countries.

**5.6. Quantitative Limits**

The amounts of compulsory insurance coverage, as set out in Royal Legislative Decree 8/2004, of 29 October, approving the revised text of the Law on civil liability and insurance in respect of the use of motor vehicles (Article 4), are as follows:

- Damage to people: 70 million euros per claim, regardless of the number of victims.
- Damage to property: 15 million euros per claim.

**5.7. Unenforceability by the insurer**

The insurer may not use contractual clauses which exclude the occupant from the insurance coverage on the grounds that the occupant knew or should



have known that the driver of the vehicle was under the influence of alcohol or another toxic substance at the time of the accident. Neither may they use the existence of excess charges, either in the case of the policyholder; driver or injured party, or the non-use of the amicable accident statement, against the injured party, as set out in Royal Legislative Decree 8/2004, of 29 October; approving the revised text of the Law on civil liability and insurance in motor vehicle traffic (Article 6).

## **6. Exclusions of coverage**

### **6.1. Exclusions of compulsory insurance**

This mandatory coverage will not include:

- Any damages caused by injury or death of the driver of the vehicle causing the accident.
- Damage to the insured vehicle, for the things carried in it and property owned by the policyholder; insured, owner; driver; and that of the spouse or relatives within the third degree of consanguinity or affinity of the above.
- Damage to people and property caused by a stolen vehicle, solely taken to be the conduct defined as theft and taking without the owner's consent in Articles 237 and 244 of the Penal Code, respectively. All this without prejudice to compensation payable by the Insurance Compensation Consortium.

The causes of exclusion contained in this section will in no event be enforceable against the injured party, without prejudice to the right of recourse of **Linea Directa** with those concerned in accordance with the law and the Contract.

- Damage not caused by traffic incidents.

### **6.2. Exclusions applicable to Voluntary Civil Liability Coverage**

This type carries the following exclusions:

- Contractual liability.
- The payment of fines or penalties and the consequences of nonpayment.
- Personal and material damage caused to the insured, policyholder; driver and vehicle owner.
- Personal and material damage caused to the employees of the people whose liability is cov-

ered by this Policy in those accidents that are recognized as occupational accidents.

In addition to these exclusions and those laid down in the General Conditions for each of the voluntary coverages, the financial consequences of the following events are excluded:

- Those not explicitly stated as covered in the Policy.
- Those caused by bad faith of the insured.
- Those caused intentionally by the driver; insured, policyholder or owner of the vehicle.
- Those classified as extraordinary, both those covered and those expressly excluded by the Insurance Compensation Consortium, as well as the Excess applied by the above.
- Those caused by a modification of the atomic structure of matter and its effects.
- Those caused on the occasion of the insured vehicle being driven by a person who is intoxicated or under the influence of drugs, toxic drugs or narcotics. Drunkenness is deemed to exist when the driver exceeds the existing alcohol limits in the blood or breath, is convicted of the specific offense of driving while intoxicated or when the ruling condemning them outlines this circumstance as a contributory cause to the accident.
- Those caused by a driver without a driver's license or when this is not valid under Spanish law or has violated a sentence of cancellation or withdrawal of the latter.
- Those caused by the vehicle in the performance of industrial work, or the transport of people or things on a commercial basis.
- Those which occur when violating the regulations regarding requirements and the number of people carried, weight or the measurement of items transported or the form of preparing them.
- Those produced during the vehicle's participation in gambling or challenges, races, competitions or in preparatory events of the latter.
- Those produced in service areas within ports, airports and areas of takeoff or landing of any aircraft.
- Those produced as a result of driving the vehicle on unsuitable roads.



- Suicide or injury and illness resulting from attempting the latter;
- Those resulting from breakdowns or lack of vehicle maintenance.
- Those resulting from failure in duty to assist.

## **7. The claim**

### **7.1. Claims reporting procedure**

The policyholder must notify **Linea Directa** about the accident and all information relating thereto 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.

They may be communicated in the following ways:

- On the website via "Access to the customer area".
- By calling 919 180 003.
- By telephoning 919 180 180 to request the services provided through the travel assistance coverage.
- Through the APP (coming soon).

### **7.2. Total write-off**

In the event of a Total Loss of the insured vehicle, **Linea Directa** will pay the owner of the insured vehicle compensation based on the time that has elapsed following the date of its first registration, less the salvage value of the wreckage in the possession of the insured, in accordance with the General Conditions of the policy.

### **7.3. Right of Recovery**

After making the compensation payment, **Linea Directa** may bring an action:

- Against the driver, the vehicle owner responsible and the insured, if the material damage and personal injury caused was due to driving under the influence of alcohol or toxic drugs, narcotics or psychotropic substances.
- Against the driver, the vehicle owner responsible and the insured, if the material damage and personal injury caused was due to the wilful misconduct of any of them.

- Against the third party responsible for the damage.
- Against the policyholder or insured for causes under the Insurance Contract Law and as provided in the contract, in the event of driving the vehicle without a driver's license or when this is not valid under Spanish law or has violated a sentence of cancellation or withdrawal of the latter and when statutory technical requirements concerning the state of vehicle safety are not fulfilled.
- In any other case where such recourse could also apply pursuant to the law.

### **7.4. European Accident Report**

"Amicable accident statement", which does not imply recognition of liability. The correct entry of all the accident details speeds up the procedures and it is possible to compensate the injured party for the material damage of their vehicle more quickly.

## **8. Policy conditions, terms and expiry dates**

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

The agreement is annual and will be automatically extended each year, unless either party notifies the other in writing of its wish not to renew it. This notification must be made at least 2 months before the date of expiry of the agreement in the case of the insurer and 1 month before the date of expiry in the case of the insured.

### **8.2. Splitting of the premium**

In this case, the insurer will provide information about the premium corresponding to each of the annual payment instalments.

### **8.3. Taxes**

The insurance premium includes the Insurance Premium Tax (IPS) and the surcharges paid to the Insurance Compensation Consortium.

### **8.4. The most frequent causes for determining the premium in subsequent years are:**

- Claims history.
- Updating of prices, as set out in Law 20/2015, of



14 July, on the organisation, supervision and solvency of insurance and reinsurance companies.

- Modifications of coverages or causes of aggravation or reduction of risk.

## **9. Claims history information for cross-border use**

In the event that the policyholder of the insured vehicle needs to take out liability insurance in another Member State, the Insurance Company shall issue the Owner of the vehicle and the Policyholder of the insurance in the event that they are not the same person, upon request by either of them, with a certificate showing claims giving rise to third party liability, and corresponding to the last 5 years of insurance, if any, or, where applicable, a certificate showing the absence of claims, and indicating the following details:

- the name of the insurance company issuing the statement.
- date the statement was issued.
- identification of the policyholder.
- the policyholder's address.
- date of birth of the policyholder.
- the effective date and the expiry date of the coverage (insurance period).
- number of liability claims reported during the last 5 years of coverage (or at least the insurance period) and the dates of the accidents.

This information will be translated into English free of charge if the policyholder so requests.

## **10. Claims**

### **10.1. Procedure for making complaints or objections**

- The insured has access to Customer Service by calling telephone number 919 171 178 for any queries, complaints or claims related to this Policy or the handling of a claim.
- 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 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, 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 be bound by the resolutions of the Ombudsman, in accordance with those specified in the above Regulation.
- If the insured is not satisfied with the solution given to their claim, they can contact the Claims Service of the Insurance and Pension Funds Division, Miguel Ángel Street, nº21, 28010 Madrid (Provisional location) or through their website [www.dgsfp.meh.es/reclamaciones/index.asp](http://www.dgsfp.meh.es/reclamaciones/index.asp).

## **10.2. 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.

## **11. Applicable legislation and Directorate General for Insurance and Pension Funds**

### **11.1. Governing legislation**

- 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 8/2004, of 29 October, approving the revised text of the Law on civil liability and insurance in motor vehicle traffic.
- Regulation 1507/2008 of 12 September 2008 on compulsory liability insurance in respect of the use of motor vehicles.
- Royal Legislative Decree 7/2004, of 29 October, approving the revised text of the Legal Statute of the Insurance Compensation Consortium.



**linea directa**

Prior information Note

## **11.2. The Directorate General for Insurance and Pension Funds**

The Directorate General for Insurance and Pension Funds is an administrative body that reports to the State Secretariat for Economy and Business Support, attached to the Ministry of Economy and Competitiveness of the Government of Spain, and is responsible for controlling and supervising Spanish insurance companies.