

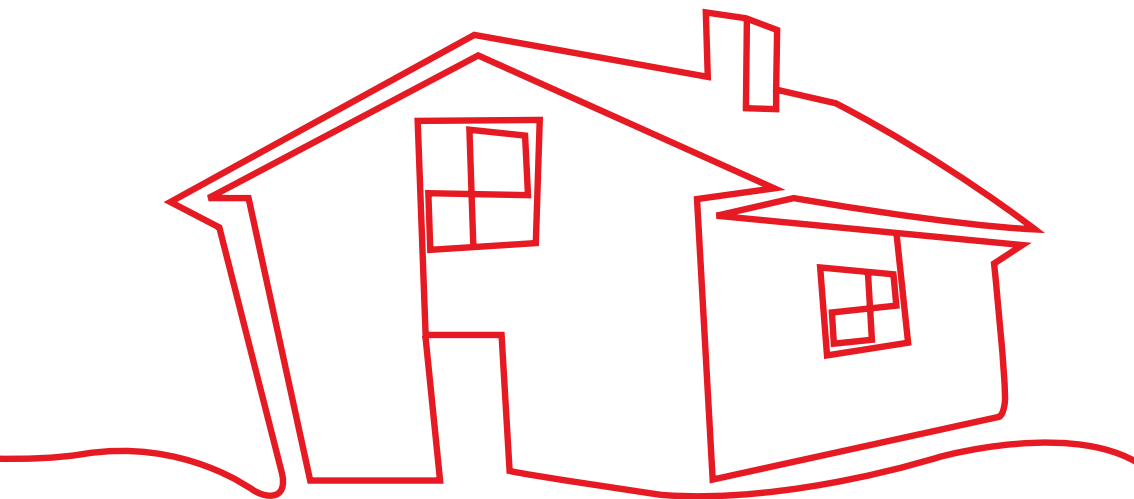


**Your house  
in the best  
hands.**

Una compañía  
**bankinter.**



**linea directa**



# **Home Insurance Policy**



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# I. Introduction to the Policy

## I.1 Legal Framework

### 1 Applicable Legislation

This policy is governed by the Law on Insurance Contracts, by the amended text of the Law on Arrangement and Supervision of Private Insurance and by the agreements of these General Conditions, the Particular Conditions, and the Special Conditions and by any regulations which may in the future replace or modify the foregoing.

Control of the insurance activity of **Línea Directa Aseguradora** corresponds in Spain to the Ministry of Finance and Tax through the Directorate General of Insurance and Pension Funds.

### 2 Jurisdiction and Arbitration

The Policy is subject to Spanish jurisdiction and the trial judge will be the judge with jurisdiction corresponding to the residence of the Insured, for which purpose the latter will appoint a residence in Spain if they reside abroad. The parties expressly agree that any differences arising from this Policy may be subjected to the judgement of arbitrators, pursuant to the legislation in force.

### 3 Extinguishment

Actions relating to rights arising under this Policy will extinguish after two years for damage insurance policies, from the moment in which said actions may be exercised.

insurance with **Línea Directa** and to whom the obligations arising from the contract correspond.

### Insured

Individual or legal entity, holder of the interest which is the object of the insurance who, in the absence of the policyholder, assumes the obligations arising from the Policy.

### Insurance Company

Company which assumes the covers specified in the Particular Conditions, in this case, **Línea Directa Aseguradora, S.A., Compañía de Seguros y Reaseguros**.

### Third Party

Any individual or legal entity other than the spouse, relatives of the Insured up to the second degree of consanguinity or affinity, his associates, dependents or domestic staff, and any individuals living with the Insured at the same address.

### Beneficiary

The individual or legal entity who, previously appointed by the Insured, is the holder of the right to the compensation.

### Policy

The document containing the conditions regulating this insurance. The following form an integral part of the Policy: the **General Conditions**; the **Particular Conditions** which individualize the risk; the **Special Conditions**, if applicable, and the **Endorsements** or **Appendices** which are issued thereto to complement or modify it.

### Premium

The price of the insurance which the Policyholder has contracted and which they

## I.2 Insurance Terms

### Policyholder

Individual or legal entity who contracts the

must pay to the insurance company in order for the latter to assume the risk which is the object of the insurance cover. The amount thereof is calculated and updated annually in accordance with the factors which define the risk supported by **Línea Directa**, which include the claims rate history in the previous periods of insurance. Payment thereof is an essential condition in order for the Policy to be legally effective.

### Insured sum

The value insured in the Particular Conditions for insurance of the Content and Building, if applicable.

Each one of the risks defined below will be guaranteed, as a maximum, up to the percentage base capital determined for the Content or Building, as applicable, in the General Conditions or, otherwise, up to the amount indicated.

### Claim event

A sudden and unforeseen event, beyond the Insured's control, the harmful economic consequences of which are covered by the Policy. Said harmful economic consequences must be a direct result of the event. The entire damage derived from the same event, caused over the same period of time, will amount to a single claim.

### Material damages

Direct damages resulting from a claim event covered by the Policy that are suffered by the insured goods and which affect the functionality thereof. **Not to be considered as such are any damages which are not functional or which are merely aesthetic.**

### Building

All or part of the construction used as a home, consisting of foundations, walls, partitions, roofs or ceilings, as well as fixed installations, such as heating, air conditioning, water, electricity and gas, telephone and sewage, television antennae, solar plates, in-

cluding the value of the lining of floors, ceilings or walls, such as floorboards, wallpaper, paint, wood or plaster ornaments, security installations and, in general, everything that represents the building/home indicated in the Particular Conditions of the Policy, including fences, enclosures, walls and other enclosing components of the building, as well as swimming pools, tennis courts and annexed constructions, provided that the latter are within the precinct where the main home is located.

Also included in the building will be storage basements, garage spaces and, in general, any premises which, albeit not an integral part of the same space as the home, are located in the same building as the home, for private and exclusive use.

In the event of co-ownership, the insurance guarantee will cover, apart from the divided part owned, the relevant proportion in the undivided property.

### Content

All of the components inherent and belonging to the furnishings, belongings, clothes and domestic items of the Insured, his relatives, domestic staff and other individuals usually living with the same cost-free, including furs, radios, televisions and domestic appliances.

This item will also include:

- Paintings, tapestries, rugs, works of art, silver and bronze objects, ivory and collections, **as long as their individual value is less than 1,800€.**
- The furniture and professional items of the Insured, deposited in any room of the home used as an office or professional studio, **as long as the value of said goods does not represent overall more than 25% of the total capital for Content.**

- Clothes and possessions for common use, bicycles, sports items and tools deposited in storage rooms, **up to a maximum of 600€, provided that they meet the requirements of exclusivity and use established in the Building definition.**

**Motor vehicles (cars of any kind and motorcycles of all cubic capacities) that may be found inside the home or in its annexed facilities are excluded from being considered as Content for the purposes of this policy cover.**

### Valuables

Tapestries, rugs, works of art, silver and bronze objects, ivory and collections, leather clothes, video and/or audio systems and musical instruments for non-professional use shall be considered as valuable if their individual value equals or exceeds 1,800€.

This Policy guarantees, up to the limit agreed and declared in the Particular Conditions, such goods which value exceeds 1,800 € per unit, provided that such goods have been expressly declared in the Particular Conditions and that the corresponding premium payment has been made.

Such valuables are covered as declared in the different guarantees provided that they where located inside the home, excluded garage spaces, storage rooms, terraces, porches or annexed facilities, even if such places are properly protected with locks.

### Jewellery

Any object made of gold and/or platinum, precious stones, fine pearls, precious metals and any object made of silver to adorn people.

This Policy guarantees, up to the limit agreed and declared in the Particular Conditions, such pieces of jewellery which value exceeds 1,800€ per unit, provided that

such goods have been expressly declared in the Particular Conditions and that the corresponding premium payment has been made.

Such pieces of jewellery are covered as declared in the different guarantees provided that they where located inside the home, excluded garage spaces, storage rooms, terraces, porches or annexed facilities, even if such places are properly protected with locks.

To cover valuables and jewellery, it is convenient to consider all objects that belongs to a set or collection as a unique unit.

### Main residence

Where the Insured ordinarily resides and is not left vacant more than 30 consecutive days a year.

### Second home

Used occasionally by the Insured on weekends, holidays or similar periods of time.

### Value as new

- The price of repairing or replacing any damaged or destroyed objects as new.
- The price of reconstructing the building and its installations.
- The actual market value of jewellery and works of art.

### First loss

If an accident is suffered by goods insured under this form of insurance, **Línea Directa** will bear all losses up to the total guaranteed, regardless of their value. Therefore, if said value is higher than the one guaranteed, the proportional rule will not apply.

### Home protection and Security Measures

In the case of ground-floor flats or apartments, single-family homes and houses, the necessary protection will include wood, PVC, armoured or metal doors,

with glass and a grid fitted with security fasteners or locks, or more than one lock. Windows: fitted with bars or opaque metal blinds, or internal fasteners or shutters with internal fasteners. All other homes will be assumed as protected.

### 1.3. Bases of the Policy

#### Article 1.- Object

The object of this Policy is to insure the risks arising from the use of a home, in accordance with the covers and limits agreed to in the General and Particular Conditions.

The following is guaranteed:

- **THE BUILDING**, if the Insured is the owner of the home.
- **THE CONTENT**, located inside the home or in annexed facilities located in the same construction.

The following is expressly excluded:

- Uninhabited homes.
- Homes under construction.
- Land.
- Valuables and jewellery which, albeit insured, are not located inside the home in strict terms, or are not expressly declared in the Particular Conditions, if their value exceeds 1,800 € per unit.
- Money, except as foreseen in cases of robbery and pillage.
- Pawn slips, certificates and other securities, cheques, credit cards, stamped or commercial effects, samples of all kinds, except as foreseen in events of pillage.
- Trailers, caravans, boats, air navigation appliance, including any accessories thereof.
- Motor vehicles, except as foreseen for guarantees covering fire, explosions and lightning bolts, as established in the Content definition.

#### Article 2.- Execution and effects

The contract is executed by the consent of both parties declared by telephone or telematic means, or through an application sent by the broker to **Línea Directa**, without prejudice to the policyholder's obligations to pay the receipt and return the Policy sent to them by **Línea Directa**, duly signed. Therefore, the effects of the policy contracted and any modifications or additions thereto will be binding upon both **Línea Directa** and the Insured from the moment in which both parties declare their agreement thereby by telephone or telematic means, or as of the date expressly indicated in the application sent by the broker to **Línea Directa Aseguradora**, upon signature of the Policy and as soon as payment of the premium has been met.

The Policyholder may unilaterally cancel the contract during the fourteen days after receipt of these contractual Conditions, provided that no loss has occurred. To do this they should notify **Línea Directa** by any means that provides a record of the notification, without the need to provide any reason. From the moment that this notification is issued the risk will cease to be covered by **Línea Directa** who, within 30 days, will proceed, without applying any penalty whatsoever, to return the unearned part of the premium.

#### Article 3.- Term and discharge

The term of the Policy will be that agreed on in the Particular Conditions. If it is for an annual period, the Policy will be deemed to be extended for equal successive periods upon each expiry date.

Both parties may oppose extension of the Policy by means of written notification to the other party, performed with a period of notice prior to termination of the period in progress of two months.

Should the risk cease to exist due to total loss, all the Policy guarantees will be discharged.

#### Article 4.- Territorial scope

The guarantees of this insurance will cover and be limited to the following:

**a** For the risks foreseen in Articles 17 and 18 (except for 18.5), 20, 21 to 26, 28 and 29, exclusively in the building or flat used as a home and indicated in the Particular Conditions.

**b** For the guarantees foreseen in Articles 18.5, 19, 27, 30, 31, 32 and 33, to include any consequential damage occurring anywhere in Spanish territory, as long as it is claimed in Spain.

The guarantee for Family Civil Liability foreseen in Article 30.1 will cover European Union countries and Andorra, as long as the insured home is the main or ordinary residence.

#### Article 5.- General communications

All communications between the Policyholder, Insured or Beneficiary and **Línea Directa** that are required as a result of this Policy may be made by telephone, by telematic means or by any other means agreed on in the Particular Conditions, without prejudice to either of the parties' right to request written confirmation.

When communications from **Línea Directa** are made in writing these will be sent to the address shown in the Policy. Written communications which are refused, registered letters which are not collected from the post office and communications which do not reach their destination due to a change of address not notified to **Línea Directa** will be deemed effective, as if received.

The Policyholder or, where applicable, the Insured authorize **Línea Directa**, should the latter deem this necessary, to record the telephone conversations held and to use these as a means of proof for any claim that may be made between both parties. In this case, the Policyholder or the Insured may request that **Línea Directa** furnish them with a copy or written transcription of the content of any recorded conversations between both parties.

For any consultation, modification or procedure relating to the Policy, the Insured must provide **Línea Directa** with the details and/or identification codes requested for security reasons.

All communications made by the Policyholder to the insurance broker that is participating or has participated in the contract will have the same effects as if directly made to **Línea Directa**.

#### Article 6.- Capital revaluation clause

It is hereby agreed that the sums insured by this policy, as well as the relevant premiums, will be automatically readjusted on each annual expiration date, in the same proportion as any modification suffered by the Spanish Retail Price Index published by the National Statistics Institute.



The initial base index will be recorded in the Particular Conditions. This revaluation will cover both the base capital and any determined as a percentage thereof, as well as any limitations established in each risk. Línea Directa will issue each bill, increasing the premium by the same upwards coefficient that arises from a comparison between the latest index published prior to the relevant expiration date and the one used to determine the premium in the previous annuity. Payment by the Insured of each increased bill will automatically entail, to all intents and purposes, upon payment thereof, a proportional increase in the insured capital. The index taken into account and the base capital insured each annuity will be recorded in the bill. However the Insured, always further to the rules of the General Conditions, may maintain the insured capital established at the signature date of its policy or appendixes and may even waive the increases foreseen in this article, rendering it null and void. Insofar as the Insured does not waive the automatic revaluation of capital, all claims will be uninsured by 10%, which will be taken into account if the proportional rule foreseen in Article 16 herein is applied.

#### **I.4. Obligations of the Policyholder and/or the Insured**

##### **Article 7.- Declaration regarding the risk**

The Policyholder must, prior to entering into the contract, declare to the Insurer, in accordance with the questionnaire performed by the same, all circumstances known thereto that may affect evaluation of the risk.

The declarations made by the Policyholder in response to the questionnaire are shown in the document of the Particular Conditions which form part of the Policy.

Should the Policy contain any error, the Policyholder will have a period of one month from receipt thereof in which to remedy this discrepancy. Should this period elapse without any claim having been made, the provisions of the Policy will prevail.

##### **Article 8.- Veracity of the declarations**

Línea Directa may cancel the Policy by means of written notification sent to the Policyholder within one month from the moment when they have knowledge of withheld information or inaccuracy in the declarations made by the latter. From the moment when Línea Directa performs this notification, the company shall have the right to retain the premiums corresponding to the period in progress, except in the case of wilful intent or serious negligence on the part thereof.

Should a loss occur before Línea Directa has performed the notification referred to in the foregoing paragraph, Línea Directa may terminate the Policy or reduce the compensation in the same proportion as that existing between the premium agreed on in the Policy and that corresponding in accordance with the true nature of the risk.

When the withheld information or inaccuracy occurs due to wilful intent or serious negligence on the part of the Policyholder, Línea Directa shall be relieved from its obligation to make payment of the compensation.

**Article 9.- Decrease in risk**

The Policyholder or the Insured may, during the term of the contract, notify the insurer of any circumstances which decrease the risk and the nature of which, had they been known by the latter when the contract was entered into, would have resulted in more favourable conditions.

In this case, upon finalization of the period in progress covered by the premium, the amount of the future premium should be reduced by the corresponding proportion. Otherwise, the Policyholder shall have the right to cancel the contract and to reimbursement of the difference between the premium paid and that which they should have paid, from the moment when notification of the decrease in risk was made

**Article 10.- Aggravation of the risk during the term of the contract**

The Policyholder or the Insured must, during the term of the contract, notify the Insurer as soon as possible of all circumstances aggravating the risk, the nature of which, had they been known by the latter when the contract was entered into, would have resulted in the contract not being signed or being entered into under less favourable conditions.

**Article 11.- Rights of the Insurer in the event of aggravation of the risk**

The Insurer may propose a modification to the conditions of the contract within a period of 2 months from the day on which the

aggravation was declared thereto. In this case, the Policyholder will have a period of 15 days from receipt of this proposal to accept or refuse it. In the event of refusal or silence on the part of the Policyholder, the Insurer may, once said period has elapsed, cancel the contract with prior warning to the Policyholder thereof, providing the latter with a new period of 15 days in which to reply. After this period has elapsed, they will notify the Policyholder of the definitive cancellation within a period of 8 days.

The Insurer may also cancel the contract, notifying the Insured of this fact within a period of one month from the day on which they had knowledge of the aggravation of the risk.

Should a loss occur without any declaration of the aggravation of the risk having been made, the Insurer shall be relieved from their obligation to provide the compensation if the Policyholder or Insured acted in bad faith. Otherwise, the Insurer's compensation will be reduced in proportion to the difference between the premium agreed on and that which would have been applicable had the true nature of the risk been known.

**Article 12.- Existence of multiple insurance**

The Policyholder must disclose the name of any other Insurance Companies guaranteeing the same risks covered by the Policy under other insurance contracts.

**Article 13.- Payment of the premium**

The Policyholder must pay the first premium in order for the Policy to enter into effect. Subsequent premiums or

instalments must be met on the corresponding due dates.

Unless stated to the contrary in the Particular Conditions, payment of the premium must be made by means of direct debit to the bank account specified by the Policyholder.

If due to fault on the part of the Policyholder the first premium or instalment thereof is not paid, **Línea Directa** shall have the right to cancel the contract or to demand payment of the premium owed through an enforcement procedure. **Should the premium not have been paid prior to the occurrence of a loss, the Insurer shall be relieved of their obligation.**

In the case of non-payment of one of the following premiums or of any instalment other than the first, cover of all guarantees will be suspended one month after the day of the due date thereof, and **Línea Directa** reserves the right to cancel the contract expressly and in writing. Should **Línea Directa** not have cancelled the contract or claimed the premium within the six months following non-payment thereof, the contract shall be automatically cancelled.

If the contract is not cancelled or discharged in accordance with the foregoing paragraphs, the cover shall become effective again at 24:00 hours on the day on which the Policyholder paid the premium.

**Should the object of the insurance cease to exist prior to expiry of the Policy, the Policyholder must meet payment of the remaining instalments until the date of said expiry.**

#### Article 14.- In the event of a claim event

The Policyholder or the Insured must:

- a** Notify **Línea Directa** of the occurrence of the event and of all information relating thereto, within the shortest time possible and, in any case, within a period of 7 days from the date on which they have knowledge thereof. **Línea Directa** may claim for damages caused should this obligation not be complied with.
- b** Use all means available to them to reduce the consequences of the loss. Failure to comply with this duty will entitle **Línea Directa** to reduce the compensation in proportion to any damages caused thereto and the company shall be relieved of its obligation to provide the compensation if this failure to comply was deliberate and with the intention of harming or deceiving **Línea Directa**.
- c** Preserve the remains and vestiges of the claim item/event until the damage appraisal has been completed, unless this is justified as being materially impossible.
- d** Except in the event of manifest urgency, the Insured must wait for the damage to be assessed by **Línea Directa** before repairing it. For this purpose, the Insured has been given a customer assistance telephone number that works 24 hours a day, every day of the year, for reporting any claim; at this number, the Insured will be provided with a qualified professional.
- e** The Insured will be obliged to inform the Authorities of the occurrence of any event of robbery and/or pillage or theft, providing **Línea Directa** with a copy of the police report.

**f** The Insured may not, without **Línea Directa's** authorisation, negotiate, accept or refuse any claim related to the loss covered by the Policy.

**g** The Policyholder or Insured will further inform **Línea Directa**, as soon as possible, of any court, out-of-court or administrative notification that reaches their knowledge in relation to the loss, as well as any information whatsoever on its circumstances and consequences.

### Article 15.- Sale of the insured home

In the event of sale of the "Home", the Policyholder must notify the new owner of the existence of the policy and must notify **Línea Directa** of the transfer of the property within a maximum period of 15 days from the transfer thereof.

## 1.5. Obligations of **Línea Directa**

### Article 16.- Compensation

- **Payment of compensation:** **Línea Directa** must make payment within the 40 days following declaration of the loss of the minimum amount that may be due in accordance with the circumstances known thereto. When the nature of the insurance permits, and the Insured agrees to this, the Insurer may substitute payment of the compensation for the repair of the damaged insured property.
- **Delay in payment of compensation:** If within a period of 3 months from occurrence of the loss **Línea Directa** has not performed the repair of the damage or made compensation for the amount thereof in cash for an unjustifiable cause attributable thereto, the compensation will be

increased by the interest rate established by law at the time in question.

- **Subrogation:** Once the compensation has been paid, **Línea Directa** may exercise the rights and actions corresponding to the Insured by virtue of the loss against the persons responsible for the same, up to the limit of the compensation.

### How are your goods valued?

Appraisal of the damage will be carried out separately for the value as new and the actual value, subject to the following rules:

Buildings will be assessed at their fair price according to their new construction value, at the time before the loss, and to determine the actual value the difference between new and old will be deducted, according to use and state of conservation.

The furnishings, personal items and installations will be assessed at their fair price according to their value as new on the market at the time before the loss and, in order to reach the actual value, any deductions applicable will be taken into account, based on use, degree of wear and tear and state of conservation. If the goods do not exist on the market, other goods of similar characteristics and yield will be used for the valuation.

Jewellery and works of art and all types of rare or precious objects that are insured for specific amounts will be valued for the price insured, unless acceptance was provided as a result of violence, coercion or wilful intent or if the mistaken appraisal is significantly higher than the actual value at the time of occurrence of the loss event, determined by an expert.

**The indemnifiable amount to be appraised, for the difference between the actual**

value of the damaged goods and their value as new, may not exceed 30% of their value as new; any excess will always be borne by the Insured.

**Motor vehicles will be valued at their guidebook value at the date immediately prior to the loss, with a deduction, in the event of total loss, of the value of the remains. The provisions of the foregoing paragraph will not apply.**

#### Application of the proportional rule

If, at the time of occurrence of the loss, the sum insured, taking into account the 30% depreciation limit foreseen in this article, is less than the interest value, **Línea Directa** will pay compensation for the damage caused in the same proportion as the insured interest covered.

If the proportional rule foreseen in the preceding paragraph is applied: if the capital insured is equal to or less than the actual value, the compensation will be calculated as if the insurance were not executed for value as new. If higher than the actual value, first of all the compensation corresponding to said real value will be calculated and the remainder will be applied as new.

If the sum insured is higher than the interest value, we will compensate the damage effectively caused.

If more than one insurance policy exists over the same objects and risks, declared pursuant to the provisions of Article 12, **Línea Directa** will contribute towards the compensation and appraisal expenses, in proportion to the sum insured by the company.

If this statement is omitted due to wilful intent, we will not be obliged to pay the compensation.

#### Expert procedure

Pursuant to the provisions established in Article 38 of the Law on Insurance Contracts, if the parties do not reach an agreement within 40 days following the declaration of the loss, regarding the causes for the same or the appraisal of the damage affecting their compensation, each party will proceed to appoint an expert; the acceptance of both parties must be recorded in writing.

If one of the parties has not made the appointment, it will be obliged to do so within 8 days following the date on which it is requested by the party who appointed its own expert. If the appointment is not made within this period of time, the party will be deemed to accept the opinion issued by the other party's expert.

If the experts reach an agreement, it will be reflected in a joint certificate stating the causes of the loss, the appraisal of damage and other circumstances affecting calculation of the compensation.

If no agreement is reached by both experts, a third expert will be appointed by mutual agreement. If no such agreement is reached, the appointment will be carried out by the court. In such case, the expert's opinion will be issued within the term indicated by the parties or, otherwise, within 30 days following acceptance of the appointment by the third expert.

Each party will pay the professional fees incurred by its expert and, as regards the fees of the third expert and other expenses arising from the expert appraisal, these will be paid by half.

## II. General Conditions: Covers

### Article 17.- Fire, explosions, lightning bolts, electrical damage

#### What does your insurance cover?

We will guarantee the goods insured up to the limit indicated in the Particular Conditions, both for the Building and the Content, except for the limitations established for each cover; for all material and direct damage caused by:

#### 1 Fire.

Combustion and scorching with flame capable of propagating from an object or objects which were not intended to be burned in the place and at the time in which this occurs, caused by an act of God, ill-will of strangers, negligence of third parties, of the Insured or of any individuals for whom he is liable in civil law.

Inevitable consequences will also be covered:

- Damage caused by measures adopted by the Insured or the Authorities to stop or extinguish the fire or to prevent it from spreading.
- Damage suffered by the saved objects, as a result of the foregoing circumstances.
- The value of objects that have gone missing in the fire, provided that the Insured accredits that they previously existed and unless **Línea Directa** can prove that they were robbed or stolen.

The following will be excluded:

- Damage caused exclusively by the heat, by direct or indirect contact with heating appliance, lights or cookers, due to

smoker's accidents; or when the objects exceptionally fall into the fire, unless such events are a result of a fire in strict terms or when the fire is caused for the foregoing reasons.

- Damage caused to electrical installations or appliance and accessories thereof, due to electricity or a lightning bolt even if a fire occurs.
- Fire caused by the Insured's wilfull intent or gross negligence.

#### 2 Explosion.

A sudden and violent action from the pressure or fall in gas or steam, both if it takes place inside the home or in its surroundings, as long as it arises from substances or appliance currently used in homes or installations which, such as public gas, heating or hot water, are generally known and used.

The following will be excluded:

- Damage caused by the explosion of materials to be used as explosives, or other substances or appliance not commonly used in the home.

#### 3 Lightning bolts.

A lightning bolt (electrical discharge from the air) and the consequences thereof.

The following will be excluded:

- Damage caused to electrical installations or appliance and accessories thereof, even if a fire occurs.

#### 4 Damage to gardens or trees.

Provided that the Building is insured and within the guarantees foreseen in Articles 17.1, 17.2 and 17.3, Línea Directa will cover **up to a limit of 900€ per loss**, for damage suffered by plants and trees installed in the garden of a home.

The following will be excluded:

- Fire caused by the Insured's wilful intent or gross negligence.
- Damage caused by the explosion of materials to be used as explosives, or other substances or appliance not commonly used in the home.

#### 5 Electrical damage.

Electronic appliance and appliances for private use in the home, as well as the permanent electrical installation of the Building, when it is insured, will be guaranteed **up to a limit of 12,000€ as "First Risk"**, against any damage suffered due to irregular currents, short-circuits, self-combustion or other causes due to electricity or a lighting bolt, even if no fire occurs.

The following will be excluded:

- Electric and cathodic pipes, fuses, tape, glass objects, china or ceramic, bulbs, grease, oil and liquids or gas or any kind, electrical lamps and the installation thereof.
- Any damage covered by a maintenance agreement or manufacturer's warranty and appliance more than 5 years old unless, in the latter case.
- Breakdowns caused when the appliances are in operation but not due to electrical reasons.

### Article 18.- Robbery, pillage and theft

#### What does your insurance cover?

We will insure the goods insured up to 100% of the insured capital for the basic Content or up to the sums indicated in the Particular Conditions for the special Content, for loss and damage arising from the following:

#### 1 Robbery.

The removal, damage or misappropriation of the insured goods, located inside the home, caused by third parties against the Insured's wish, through the scaling of walls, breaking of a wall, ceiling or floor or breaking down of a door or window, the use of false keys or the shut-down of specific alarm or surveillance systems.

In the case of objects insured that are saved in a built-in safe, apart from penetration into the home in any of the forms indicated in the foregoing paragraph, the robbery must be committed by breaking down the same or forcing open the locks, or by disclosing the passwords in order to remove the content.

The following will be excluded:

- Robbery committed through the Insured's negligence or of his dependents or co-habitants.
- Robbery committed as a result of not having adopted the security and protection measures declared by the Insured when he took out the insurance.
- In an ordinary residence, the theft of any jewels and valuables not saved in built-in safety boxes or that weigh more than 100 kg. It will be also excluded if

the house has been unoccupied for more 120 consecutive hours.

- Goods located on the outside of the home in strict terms, even if located on the same plot of land.
- In the event of a second or holiday home, valuables, jewellery and cash.

## 2 Damage.

Damage derived from a robbery or attempted robbery suffered by doors, walls or other construction components or installations, as long as the Content is insured.

The following will be excluded:

- Damage to the Building if the Content is not insured.
- Broken window panes and glass.

## 3 Pillage.

The disappearance, destruction or damage of goods insured inside the home, due to a removal or misappropriation against the Insured's will, using acts of intimidation or violence, carried out by third parties. **The limits are described in the Particular Conditions.**

## 4 Theft and pillage of money in cash.

Within the guarantees foreseen in sections 1. and 3. of this Article, **Línea Directa** will also cover money in cash as a **First Loss**:

- Up to a limit of 3.000€ in the case of theft and pillage of money in cash stored in a safe.

- Up to a limit of 600€ in the event of theft and pillage of money in cash outside a safe.

The following will be excluded:

- Losses caused or enabled through the complicity or gross negligence of the Insured or of any individuals for whom it is liable.

## 5 Hold-up outside the home.

**Línea Directa** will guarantee, as a **First Loss**, the pillage defined in section 3 of this article when it takes place anywhere, outside the home, against the Insured or relatives and domestic staff living with the same, up to the following limits:

- Objects and goods for personal use: **600€.**
- Money in cash: **300€ per loss.**
- Expenses for changing the locks of the house, due to the keys being stolen as a result of the hold-up: **600€.**
- Expenses involved in reissuing any personal documents stolen: **300€.**
- The fraudulent use of cheques and credit cards, robbed, stolen or misplaced, when their amount cannot be recovered: **600€.**

This guarantee will not be valid if the insured home is used as a second or holiday home.

The following will be excluded:

- Losses caused or enabled through the complicity or gross negligence of the Insured or of any of his co-habitants.



- Any losses that occur when the victim was under the influence of alcoholic beverages, drugs or narcotics.
- The use of cards or collection of cheques more than 24 hours after the hold-up has occurred.

## 6 Theft.

Up to 5% of the base capital of the Content, up to a maximum of 1,500€. Línea Directa will insure you, as a First Loss, for any direct losses suffered by the Insured as a result of the theft of insured goods, committed inside the home in strict terms.

A theft will include a removal or misappropriation of goods insured without using material force or violence, or intimidation or personal violence.

The following will be excluded:

- Losses caused or enabled through the complicity or gross negligence of the Insured or of any of his dependents or cohabitants.
- Jewellery, valuables, money, collections and effects with a monetary value.

### Article 19.- Medical assistance due to pillage or robbery

#### What does your insurance cover?

We will guarantee up to 5% of the Content base capital, up to a maximum of 300€ per loss, regardless of the number of injured persons. Línea Directa will guarantee, as a First Loss, all medical assistance expenses incurred by the Insured, his relatives and domestic staff

living with him, as a result of a hold-up or attempted hold-up suffered by the same, inside or outside the home.

Medical assistance expenses will include medical expenses in general, including pharmaceutical expenses and hospitalization in clinics and hospitals, including in any case all urgent assistance required.

### Article 20.- Water damage

#### What does your insurance cover?

We will guarantee the insured goods up to 100% of the base capital of the Building and Content, respectively, for any material and direct damages caused by the action of water, due to,

- Accidental and unforeseen spillage as a consequence of:
  - Breakage of water taps and valves.
  - Failure to turn the water taps off.
  - Overflow of fixed water tanks located inside the building.
  - Damages caused by blockage or breakage of hot and cold water pipes and pipelines as well as wastewater downpipes located inside the building.
  - Leaks from adjacent or upper homes, excluded those whose sources are established at the risks covered by article 20.
  - Pipe freezing.

- When the Building is guaranteed, expenses from troubleshooting and repairing of breakdowns that caused the damages, provided that such elements are fixed and private pipes from the insured home and such pipes are located inside the home.

The following are excluded:

- Damages due to lack of repair or maintenance.

- nance, caused by rust or fair wear and tear or due to gross negligence of the Insured or of any of his dependents or cohabitants.
- Damages caused by freezing or failure to turn the water taps off when the home is left vacant for longer than 96 consecutive hours.
  - Damages from mobile water tanks and pipelines located outside the home.
  - Expenses from troubleshooting, break-down repairing and removing of blockages that have caused non-indemnifiable damages declared in this guarantee.
  - Damages in the water taps or valves replacement.

#### **Article 21.- Rain, snow, wind and hail**

##### **What does your insurance cover?**

We will guarantee the goods insured up to 100% of the base capital of the Building and Content, respectively, for the damage caused by:

- 1** Rain, as long as there is registered rainfall that exceeds 40 litres per m<sup>2</sup>/hour.
- 2** Snow.
- 3** Wind, as long as there is registered speed that exceeds 96 km./hour or a speed equal to or less than 135 km./hour.
- 4** Hail.

All damage caused by the following will be excluded:

- Leaks, filtrations, rust or damp.
- Snow, water, sand or dust entering through doors, windows or other openings left open or closed in a defective manner.

- Frost, cold, ice, waves or tides, even when these phenomena are caused by the wind.
- Damage caused by extraordinary wind, i.e. gusts of wind that exceed 135 km./hour.

#### **Article 22.- Flooding and mudslides**

##### **What does your insurance cover?**

We will guarantee the insured goods up to 100% of the base capital of the Building and Content, respectively, for any material damage suffered as a result of flooding or an accidental diversion in the ordinary course of water flow in channels, ditches, sewage or other flows or similar conducts constructed by man.

The following will be excluded:

- Damage caused by the flooding of rivers and other natural flows, due to seawater or the breakage of dams or dykes.

#### **Article 23.- Vandalism**

##### **What does your insurance cover?**

We will guarantee the insured goods up to 100% of the base capital of the Building and Content, respectively, for the damage caused by vandalism or ill-intent, committed individually or collectively by individuals other than those for whom the Insured is liable.

The following will be excluded:

- Damage or expenses of any kind caused by graffiti, inscriptions, the putting up of signs and similar acts.
- Damages caused by any person that has a contractual relation with the insured or by any (lawful or unlawful) occupant of the home.

### Article 24.- Smoke, collision, aircraft, sonic waves

#### What does your insurance cover?

We will guarantee the insured goods up to 100% of the base capital insured for the Building and/or Content, as applicable, for damage caused by:

- 1 **Smoke** from fires or accidental and sudden leaks occurring in combustion cookers or heating systems that are connected to chimneys through adequate conducts.
- Damage arising from the effect of constant smoke will be excluded.
- 2 **Impact or collision** of any kind with third party vehicles.
- 3 **The fall of aircraft** or other third party airborne appliance, or objects thereof.
- 4 **Sonic waves** caused by aircraft when crossing the sound barrier.

### Article 25.- Breakage of window panes or glass, sanitary ware, counters and smooth-top ranges

#### What does your insurance cover?

We will guarantee the replacement of broken glass from pieces of furniture and decoration up to 100% of the base capital of the Content.

We will guarantee the replacement of the following elements, up to 100% of the insured sum of the building and provided that such elements are considered as fixed parts of the home:

- Breakage of glass from doors, windows and terraces of your home.
- Breakage of surfaces made of marble, granite and compact quartz or silestone material.
- Glass from glass-ceramic hob.
- Bathroom fittings made of ceramic or fiberglass inside your home.

#### The following are excluded:

- Hand-held objects, lamps, objects for personal use and non-fixed decorative elements, aquarium glass, tableware and audio, video or electronic appliance.
- Breakage:
  - Due to a failure in the proper installing of the insured goods and/or due to dilapidated condition or lack of maintenance of frames or fastenings.
  - Existing when the insurance was taken out.
- Scratches, flakings and other facts that cause aesthetic defects.
- Damages caused by frames or paintings replacement.

### Article 26.- Aesthetic damage

#### What does your insurance cover?

This will only be guaranteed if the Building is insured, up to a maximum of 3,000€, for payment of the price of replacing the materials of the insured Building not directly affected by the loss event, as long as said replacement is necessary due to a confirmed clear lack of aesthetics or harmony with the materials of the construction unit to which they belong and which, furthermore, are a result of damage indemnifiable under the Policy.

### Article 27.- Relocation during holidays and trips

#### What does your insurance cover?

We will guarantee up to a limit of 10% of the basic content capital and up to a maximum of 3,000€ per loss event, for insured goods that suffer damage as a result of any risk covered by the Policy, during their provisional relocation during a trip or whilst enjoying your holidays, as long as they are located in hotel rooms or apartments.

This guarantee will not be valid if the insured risk has been subscribed as a “second home”.

Jewellery and valuables will be guaranteed when deposited in the safety deposit-box of a hotel

The following will be excluded:

- Objects located inside cars.
- Money, pawn slips, certificates, securities, cheques, credit cards, stamped or commercial effects and samples of all kinds.

### Article 28.- Frozen food

#### What does your insurance cover?

We will provide cover as part of the insured capital for content, up to a maximum of 300€ per claim, for food stored in a domestic refrigerator or freezer spoiled or rotted as a consequence of:

- An increase in temperature as a result of a breakdown.
- An accidental leak in refrigeration or refrigerating gas.

- A failure in electricity supply that lasts longer than six consecutive hours.

The Insured will justify the occurrence of the loss by means of an invoice for the repair of the breakdown or documentary justification from the electricity company.

This guarantee will not be valid if the insured home is used as a second home or for rent.

The following will be excluded:

- Loss occurring when the home is left vacant for longer than 96 consecutive hours.
- Loss occurring due to a breakdown in electricity current for periods shorter than 6 consecutive hours.

### Article 29.- Supplementary expenses

#### What does your insurance cover?

We will guarantee the following expenses, as long as they are a direct consequence of a loss guaranteed by this Policy:

#### 1 Rescue expenses.

Originated by the use of means to mitigate the consequences of the accident, including those derived from the transport of insured effects and any other measures adopted by the Insured or by the Authorities to rescue the same.

#### 2 Firemen expenses.

Originated by the involvement of firemen, including a rate for provision of their services.

#### 3 Clearing of debris.

Expenses deemed necessary by the relevant experts in order to appraise the damage.

#### 4 Expenses due to abandonment of the home.

Incurred by the Insured due to the provisional abandonment of his home if, due to an accident covered by the Policy, he is obliged to move elsewhere. Included in the foregoing will be the expenses incurred in the future transfer of objects rescued and the rental of a home of similar characteristics to your own, deducting, if applicable, the rent applicable to the damaged home.

The amount of expenses indemnifiable to which the Insured is entitled, may not exceed the amount representing a year of residence in the home, or 20% of the base capital for the Content or, if not insured, of the Building.

#### 5 Loss of rent.

Only if the Building is insured and the Particular Conditions of the Policy state that the insured home is used for rental purposes will Línea Directa guarantee the loss of rent not paid to the Insured as a result of an accident covered by the Policy guarantees.

The compensation to which the Insured is entitled may not exceed 20% of the base capital of the Building and will remain as of the day of the accident and until the home can be lived in, for one year maximum.

No compensation will arise if the home is not rented on the day of the accident.

#### 6 Reissued documents.

Expenses originated by the material replacement of public deeds or private documents, certificates, passports, identity cards and other documents for private use without a monetary value, which may disappear or suffer damage as a result of an accident guaranteed by the Policy.

The amount of indemnifiable expenses to which the Insured is entitled may not exceed 5% of the base capital for the Content.

The foregoing will not include any documents used during a professional activity or which are not for private use.

In no event will indemnification for damage, plus expenses and payments insured by this article, exceed the capital insured for the damaged items.

### Article 30.- Civil liability, court deposits and legal defence

#### What does your insurance cover?

Up to a maximum of 300,000€ per claim/year, up to a limit per victim of 90,000€. Línea Directa will cover payment of any pecuniary indemnification which, further to current law, the Insured is obliged to pay under its civil liability for third party damage.

The following will be guaranteed:

#### I Family Civil Liability.

If the Content is insured, Línea Directa will guarantee to the Insured the liability he may be subject to as a family man and user of his home, as a result of damage caused by himself, his spouse, children or dependent relatives living with him, his domestic staff or pets, as well as the use of non-motorized land or sea vehicles.

Any civil liability to which the Insured is subject as the tenant of his home, vis-à-vis the owner thereof, will only be guaranteed under the insurance if it is due to a fire, explosion and water damage.

## 2 Civil Liability of the Owner.

If the Policy insures the risks suffered by the Building, **Línea Directa** will also guarantee the payment of compensation which, further to Article 1,907 and 1,908 of the Spanish Civil Code, the Insured is personally obliged to pay for the damage caused to third parties as the owner of his home, as well as the proportional part of damage it is obliged to remedy according to his percentage of co-ownership over all the common components of the building and its installations, in any claims attributable to the Condominium of Owners.

## 3 Court deposits.

The provision of any court deposits required of the Insured to cover his civil liability, for parole and/or to guarantee pecuniary obligations.

## 4 Legal defence.

**Línea Directa** will assume the legal defence against any claim brought by a damaged party, appointing lawyers and court attorneys to defend and represent the Insured in any court proceedings brought against him to claim civil liability covered by this Policy, even if such claims are groundless.

Regardless of the final resolution or outcome of the court proceedings, **Línea Directa** reserves the right to bring any applicable legal remedies against said resolution or outcome, or to agree with the same.

If **Línea Directa** deems it unsuitable to bring an appeal, it will duly inform the Insured, who will be free to bring it exclusively on his own. **Línea Directa** will reimburse any court expenses and lawyer and court attorney fees, if said appeal were upheld.

If any conflict arises between the Insured and **Línea Directa** as a result of having to use the accident to defend interests con-

trary to his defence, this will be notified to the Insured, without prejudice to any urgent steps that are necessary for his defence. In such case, the Insured may choose between **Línea Directa** continuing with his legal defence or entrusting his own defence to somebody else. In this latter case, **Línea Directa** will be obliged to pay the expenses of such legal defence **up to a limit of 3,000€**.

## 5 Judicial expensess.

Payment of all court or out-of-court expenses and costs inherent to the loss, in the same proportion applicable between the compensation to be paid by **Línea Directa**, according to the provisions of the Policy, and the total liability of the Insured for the loss.

## 6 Exemption of expenses.

The civil liability guarantees covered by sections 30.1 and 30.2 will be exempt from any deduction for court or out-of-court expenses which, as a result of processing the claim, are suffered by **Línea Directa**, whenever such expenses, when added to the compensation paid, exceed said guarantee.

The following will be excluded:

- Claims based on contractual obligations.
- Damage caused to third party objects which, for any object or purpose, are held by the Insured or by individuals for whom the Insured is responsible.
- Responsibilities derived from a professional, commercial or industrial activity of the Insured or of individuals for whom he is responsible.
- Responsibilities able to be claimed under a Mandatory Insurance.

Responsibilities derived from:

- The driving or ownership of any type of motor vehicle (land, sea or air).
- The carrying or use of arms for hunting or punishment purposes.
- The game of polo, paragliding, parachute jumping, water sports, bobsled and violent sports such as boxing, wrestling or judo.
- Participation in competitions, races or bets, as well as official or professional events or competitions for all kinds of sports.
- Responsibilities arising from the pollution or contamination of water or air.
- Damages not resulting from guaranteed personal injury or material damage.
- Payment of fines and personal sanctions.
- Responsibilities derived from the ownership or custody of the following breeds of dog:  
American Staffordshire Terrier, Boxer, Pit Bull Terrier, Bullmastiff, Doberman, Argentine Dogo, Dogue de Bordeaux, Tibetan Mastiff, Fila Brasileiro, Neapolitan Mastiff, Canary Dog, Majorca Shepherd Dog (Ca de Bou), Rottweiler, Staffords-hire Bull Terrier, as well as any officially declared to be a dangerous breed and cross-breed.

#### **Article 31.- Complementary guarantee to claim damages**

In the event that the Insured or any individuals living with him or for whom he is

responsible were to suffer damage caused by third parties, in such circumstances that had the Insured or the persons for whom he is responsible been the ones causing the damage to third parties, the consequences would have been covered within the scope of cover of Art. 30 of this Policy (Civil Liability), **Línea Directa** will guarantee the claim brought on your behalf against the third party responsible, with a court or out-of-court settlement, for indemnification for the loss and damage caused by said third party.

#### **Article 32.- Cover limits in a claim for damages**

**Línea Directa** will guarantee up to a limit of 3,000€:

**I** The professional fees and expenses of a lawyer, including the rights and reimbursements of a court attorney, if his participation is necessary, freely appointed by the Insured.

The appointed lawyer and court attorney will in no event be subject to **Línea Directa's** instructions; within the maximum agreed upon, the professional fees of the lawyer will be assumed who is defending the Insured, as long as the minimum amounts foreseen in the rules of the Professional Association are not exceeded, applicable within the district where the competent court is located that is examining the issue in question.

**Línea Directa** will not pay the expenses accrued by the court proceedings regardless of the jurisdiction, if the matter is settled with a favourable judgment that orders the other party to pay all legal costs. In such case, the professional(s) in charge of the matter will bring a claim as part of the enforcement of a judgment or amicably, directly from the other side. Nevertheless, **Línea Directa** will pay such expenses if the

insolvency of the party ordered to pay is confirmed.

Nor will **Línea Directa** bear the expenses incurred in the professional's membership or qualifications, if he does not belong to the Collegiate Corporation of the place where he exercises his profession, nor travelling and accommodation expenses, allowances or others.

The difference between the fees invoiced by the professionals and the amounts covered by this guarantee will be borne by the Insured.

**2** The notarial expenses involved in executing powers of attorney to act in lawsuits, as well as certificates, summons and other acts required to defend your interests.

**3** Rates, rights and court costs derived from the processing of the procedures covered.

**4** Payment during criminal proceedings of the total sum of court costs, excluding indemnification and fines in any case.

**5** Fees and expenses incurred by experts appointed or authorised by **Línea Directa**.

#### **Article 33.- Exclusions in the complementary guarantee to claim damages**

The guarantees of this Policy will not include:

**a** Indemnification, interest, fines or sanctions imposed on the Insured by administrative or judicial Authorities.

**b** Taxes or other fiscal payments derived

from the filing of public or private documents before Official Bodies.

**c** Expenses incurred by the Insured's participation in any type of procedure other than those included in this guarantee.

**d** Unjustified claims, in light of responsibility of the events, or manifestly disproportionate with respect to the assessment of loss and damage.

Nevertheless, expenses will be covered if the Insured obtains a fully favourable resolution which is totally final and not subject to appeal.

#### **Article 34.- Common exclusions in all guarantees**

Apart from the exclusions specified in each guaranteed risk, the following will also be excluded:

**a** Loss due to civil or international war, whether or not with an official declaration, events or actions of the Armed Forces or Forces and Security Corps of the State, civil or military uprisings, insurrections, revolts, revolutions, strikes, forfeiture or requisition, terrorism, mutiny or civil revolt.

**b** Floods, earthquakes, volcanic eruptions, falls of astral bodies and meteorites and any other extraordinary natural phenomena.

**c** Loss of damage caused by the Insured's bad faith or by any person that has a contractual relation with the Insured or by any (lawful or unlawful) occupant of the home.



- d** Damage due to a defect, inherent vice or inadequate conservation of the building or goods insured.
- e** Damage due to a reaction, nuclear radiation or radioactive contamination.
- f** Indirect loss of all kinds not expressly insured amongst the covered risks.
- g** Any risks covered by the Insurance Compensation Consortium, or when the Consortium does not accept the Insured's effective right due to a breach of any of the rules established in the Regulations and Complementary Provisions in force on the date of occurrence.

Also excluded will be the differences between the damage caused and the amounts compensated by the Insurance Compensation Consortium, due to the application of excesses or deductions or the application of proportional rules and other limitations.

## Appendix included in the Home Assistance Guarantee

The insurance is extended to the guarantees declared in the article 2 of this appendix provided that it is expressly declared in the Particular Conditions and that the corresponding premium payment is made.

For such, the Claim Management Service is available for you 24 hours a day, 365 days a year.

### I Definitions

#### I.1 Insured.

For the purposes of this cover for Home Assistance, Insured status will be held by the individual acting as such in the main insurance, his spouse, ascendants and descendants in the first degree and other dependent relatives who usually live with him.

#### I.2. Scope of cover.

The guarantees indicated below will only apply due to circumstances that affect or arise in the home insured by this Policy.

#### I.3. Accidental event.

Any external event, beyond the Insured's control, which excludes all types of breakdowns due to intrinsic causes and wear and tear, use or natural damage. Nor will a lack of electricity or water supply be considered an accidental event.

This definition will only apply to guarantees 2.3, 2.4 and 2.5. The services included in guarantee 2.1 may be used in the conditions indicated in the Policy, as long as the Insured deems this necessary.

### 2 Guarantees covered

#### 2.1. Services.

To provide the Insured, with no travelling cost whatsoever, with a qualified professional to handle the services required, included amongst the following:

- 2.1.1. Plumbing
- 2.1.2. Electricians
- 2.1.3. Glass repairmen
- 2.1.4. Carpentry
- 2.1.5. Locksmiths
- 2.1.6. Appliances
- 2.1.7. Televisions and videos
- 2.1.8. Antenna operators
- 2.1.9. Bricklayers
- 2.1.10. Intercoms
- 2.1.11. Painting
- 2.1.12. Blinds
- 2.1.13. Plaster works
- 2.1.14. Fitted carpets
- 2.1.15. Floorboards
- 2.1.16. Metal carpentry
- 2.1.17. Upholstery work
- 2.1.18. Varnishing work
- 2.1.19. Window cleaners
- 2.1.20. Gardeners
- 2.1.21. Minor removals

#### 2.2. Urgent change of locks.

If the Insured cannot enter the insured home due to any accidental event, such as a loss, misplacement or theft of keys or a broken-in lock due to attempted robbery or other reasons preventing the opening of the door, **Línea Directa** will not only bear the transfer expenses involved but also the workmanship required to open the door. **However, the company will not bear any future replacement costs or fixing of the lock, keys or other closing components.**

### 2.3. TV and video.

If the Insured is deprived of his television or video appliance as a result of a robbery or any other accidental event as defined in point 1.3, **Línea Directa** will provide you, at no cost and **for a maximum of 15 days**, with another appliance of similar characteristics to the affected one.

When as a result of a robbery, fire, lighting bolt, explosion or electrical damage the Insured's television and/or video were destroyed or rendered useless, **Línea Directa** will handle the replacement of the affected appliance until they are replaced or, otherwise, **during a maximum term of 15 days and up to a limit of 1,000€**. This service will not apply whenever the TV and/or video appliance are covered by the manufacturer's warranty or if, at the time the service was requested, were more than 10 years old, including the damage due to use, wear and tear or their mechanical operation.

### 2.4. Hotel, restaurant, laundry service.

**Línea Directa** will make sure the Insureds are transferred to a hotel whenever the home is no longer liveable as a result of an accident. The hotel category must be at least 3 stars and **the maximum stay will be 5 days. A daily limit of 90€ per accident is established.**

In the event of the Insured's forced abandonment of his home, **Línea Directa** will cover restaurant expenses **up to a limit of 50€ per accident.**

If the Insured's washing machine were to break down, **Línea Directa** will cover any laundry expenses incurred by the Insured **up to a maximum of 2 days and with a daily limit of 30€.**

Before incurring the expenses specified in this section it will always be necessary, insofar as reasonably possible, to contact the company's Assistance telephone number.

### 2.5. Home surveillance expenses.

If, as a result of robbery, fire, flooding or an explosion, the Insured's home were easily accessible from the outside, **Línea Directa** will sent security staff at its own cost until the event is remedied, **for a maximum of 24 hours.**

### 2.6. Moving and storage expenses.

In the event of forced abandonment and **up to a limit of 2,000€**, the Insured may request a Moving Service. **Línea Directa** will arrange a search for companies that organise and execute removals. He may request the transfer of furniture for storage. **Línea Directa**, if necessary, will arrange the transfer or deposit of furniture and belongings in storage premises **within the municipality of the Insured's ordinary residence.**

### 2.7. Legal Advice Helpline.

With this guarantee, the Insured has a Legal Advice Phone available to guide him in any legal issue that may arise in relation to:

- Legal issues related to rights held over the insured home, whether as owner or tenant.
- Legal issues related to the Insured's private and family life as consumer.
- Any consultation related to a robbery and always in relation to Spanish law.

**These consultations will be handled verbally and will not entail a written opinion on the matter consulted.**

## 2.8. Early return due to a serious event.

If, during the Insured's travelling abroad, a serious event takes place in his home, **Línea Directa** will provide the Insured with a return airplane ticket on a regular flight (tourist class) or a train ticket (first class) to his home, further to the Insured's presentation of a document confirming such event.

## 2.9. Message transfer.

**Línea Directa**, through a 24-hour service, will accept and forward urgent messages from the Insureds, as long as they do not have other means to deliver the same and provided that the messages are a result of a guarantee covered by the contract.

## 2.10. Sending of a doctor in the case of an accident.

If the Insured suffers personal injury, as a result of an unforeseen accident in the home, **Línea Directa** will handle, as allowed by local health regulations, the sending of a general practitioner to the Insured's home; **Línea Directa** will bear all transfer expenses and doctor's fees arising from this visit. On other occasions, a transfer will be recommended to an adequate medical centre, in which case **Línea Directa** will bear the relevant cost. In any case, **Línea Directa** may not act as a replacement for emergency services, whether public or private.

## 2.11. Sending of a doctor for transfer in the event of an accident.

In the event of an accident of the Insured suffered in his home, **Línea Directa's** medical service will analyse the seriousness of the accident and will authorise the Insured's transfer to a hospital. **Línea Directa** will carry out this transfer according to the seriousness of the accident. If the Insured refuses to be transferred at the time and

in the conditions determined by **Línea Directa's** medical service, all guarantees and expenses resulting from this decision will be automatically suspended. In any case **Línea Directa** may not act as a replacement for emergency services, whether public or private.

## 2.12. Sending of medicines.

**Línea Directa** offers its Insureds a home delivery service of medicines or pharmaceutical products 24 hours a day, every day of the year. The service will consist of a visit from a **Línea Directa** collaborator (duly identified) at the address established by the Insured for this purpose, in order to collect the medical prescription and purchase the relevant medicine. Subsequently, this medicine will be hand-delivered to the Insured, who will thereupon pay the amount of the bill of the purchased product, as well as all transfer expenses. **No cheques or promissory notes will be accepted.** In any case the Insured will provide the commercial name of the product and the form of presentation (pills, vials, capsules, emulsions, etc.). **The foregoing will expressly exclude situations where the medicine is no longer manufactured or is unavailable in the usual distribution channels in Spain, as well as medicines that require the presentation of a Spanish Identity Card in order to be purchased and those included in a special pharmacopeia of narcotics.**

## 2.13. Travelling assistance. Early return due to death of a relative.

If the Insured is travelling abroad and his spouse or civil partner (duly registered at the relevant Official Register) dies, or his parents, parents-in-law, children or siblings of the Insured, **Línea Directa** will arrange and make available to the Insured, within a maximum of 7 days following the death, an airplane ticket on a regular flight (tourist

class) or a train ticket (first class) to attend the burial at the place of interment in Spain.

#### 2.14. Medical Guidance Phone.

This service will consist of the resolution of any medical doubts that the Insured may have regarding the interpretation of clinical tests, medicines, etc. **Línea Directa's** medical service will make its recommendations, in light of the data included in the service requested, as appropriate and will redirect the Insured to the health professional it deems best, if necessary. **In no case will the medical guidance service diagnose or prescribe any treatment whatsoever.**

For the most serious and urgent cases, **Línea Directa** may activate the necessary health assistance services, requesting the priority intervention of public emergency services; **the Insured will bear all expenses incurred as a result of this service.**

#### 2.14.1 Second Medical Opinion.

The Insured may request that the insurance company process an application for a second opinion on a serious illness, **previously diagnosed in Spain**. To do this, the Insured will make a request by phone and will provide the initial medical report together with any tests already conducted which the insurance company will forward to a specialised and **renowned** medical centre, with which this service is agreed, in order to study and analyse and subsequently inform the Insured of the conclusions reached by the study.

The insurance company guarantees the confidentiality of all information. **If additional medical tests are necessary, in the opinion of the specialist doctors who are assessing the case, these will be financed by the Insured.**

**This service will be provided between 9:00 and 19:00 hours, Monday to Friday (except for national holidays).**

**This guarantee does not amount to a Health or Medical Assistance Insurance.**

#### 2.15. Medical information.

**Línea Directa**, at the Insured's request, will provide information related to the following:

- National hospitals: Information on Clinics, Hospitals and Sanatoriums.
- Non-hospital centres in Spain: Information on Health Centres, Walk-in Clinics, doctor's offices, First Aid Posts in Spanish territory.
- Professional associations: Telephones and addresses of Spanish professional associations of Doctors, Pharmacists, Dentists, Nurses, Physiotherapists, Opticians.
- National foundations and associations: of professionals, users and patients; addresses and telephones.
- Addresses and telephones of Public Health Bodies: Ministry of Health and Consumers.
- Academic institutions: Addresses and telephones of national health academic institutions such as Faculties, Royal Academies, Schools...
- Pharmacies: information, address and telephone numbers of pharmacies in each city, including all-night pharmacies.
- Vaccination centres: information on recommended and obligatory vaccines required in various countries worldwide, including vaccination centres within the national territory authorised by WHO (addresses and telephone numbers).

- Health insurance companies: addresses and telephone numbers.
- International health bodies: information on international health bodies located within the national territory.

## 2.16. Assistance to pets.

### Pets:

For the purposes of this cover, **Línea Directa** will exclusive consider cats and dogs without distinction of breeds as pets, provided that they live with the Insured in the area of the home covered by the insurance and that they are registered with the corresponding chip.

#### • 2.16.1 Death due to an accident.

In the event of death due to an accident suffered by a pet, the costs derived from this circumstance will be reimbursed, such as veterinary expenses, transfer expenses and burial or incineration expenses.

**In order to apply for reimbursement of these expenses, original bills will be necessary. For this guarantee there will be an insured sum of 700€ per event and year.**

For the purposes of this cover, **Línea Directa** will exclusive consider as an accident any external fact or phenomenon against the Insured's will, which will have to take place in a natural and unpredictable way, that unintentionally causes harm or damages (or even death) which may be measurable by an expert to the pet. Such expert, after the corresponding veterinary examination, will declare whether the pet's damages were caused by or are a consequence of an accident in the report. **Línea Directa** will not consider as an accident, and therefore will exclude, any facts that cannot be properly detailed and proved in a veterinary report and which causes do not comply with this definition of accident.

#### • 2.16.2 Veterinary expenses

If the insured animal suffers an accident, **Línea Directa** will cover the expenses of veterinary treatment at the veterinary centre chosen by the Insured, **up to a maximum of 900€.**

#### • 2.16.3 Stolen or lost animal.

If the insured animal is stolen or lost, **Línea Directa** will pay the value of the animal **up to a maximum of 700€.**

#### • 2.16.4 Search for the animal further to announcements in the press and radio.

If the insured animal is stolen or lost, **Línea Directa** will cover the expenses incurred in placing announcements to find it, **up to a maximum of 300€.**

#### • 2.16.5 Put-down.

**Línea Directa** will cover the expenses involved in putting down the animal or removing the body, when this is decided by the vet, as a result of an accident or incurable illness, **up to a limit of 100€.**

#### • 2.16.6 Animal boarding.

**Línea Directa** will cover the expenses involved in boarding the pet, whenever the Insured is hospitalized on emergency due to an illness or accident, **up to a limit of 300€.**

## 2.17. Social Guidance Phone.

With this guarantee, the insurance company will provide support by telephone, with the possibility of redirecting the Insured to public services, in relation to situations of need or social assistance.

The foregoing will include guidance and advice provided by telephone with respect to:

- a** Social and assistance resources of the Municipality and Autonomous Community.
- b** Guardianship

- c** Care assistance, assisted living, adult day care, homes and technical assistance.
- d** Disablement
- e** Social and family risk situations (including abuse and similar problems)
- f** Location of resources
- g** Additions or degenerative disorders: social and health resources.
- h** Voluntary work, associations

**This service will be provided from 9:00 to 19:00 hours, Monday to Friday (except for national holidays).**

## 2.18 Home Computer Assistance.

### A. Technological services

#### • 2.18.1 Remote computer assistance.

This service allows the Insured to contact a qualified technician, by telephone or on a chat on the Internet, in order to receive technical support in the use of a PC (desktop or laptop), within the scope of this insurance policy. Amongst others, technical assistance will be provided on the following issues:

#### Hardware

- a** Desktop computers
- b** Laptop computers
- c** Printers
- d** Scanners
- e** Standard GPS portable navigators
- f** Other peripherals

#### Software

- a** Computer configuration
- b** MS Windows 2000/XP/Vista
- c** MS Outlook and/or Outlook Express
- d** MS Internet Explorer
- e** MS Word
- f** MS Excel
- g** MS Access
- h** MS PowerPoint
- i** Antivirus (McAfee, Norton, Panda, Symantec, TrendMicro...)
- j** Acrobat Reader
- k** WinZip Reader
- l** PC/PDA synchronizers
- m** Other commonly used applications

#### Internet

- a** Configuration
- b** Internet connections: RTC, ADSL, Cable
- c** Use of e-mail (attachments, back-up copies, address book, etc.)
- d** Internet search engines: Google, MSN, Yahoo, etc.
- e** Purchases on the Internet and payment security
- f** Windows Life Messenger
- g** Skype

### Multimedia and others

- a** Power DVD (Cyberlink)
- b** WinDVD (Intervideo)
- c** NewDJ (Audioner)
- d** Encarta
- e** Quick Time (Apple)
- f** Photo Explorer (Ulead)
- g** Nero
- h** Easy CD Creator
- i** WinOn CD
- j** Winrar, WinAce
- k** Operational systems supported and minimum navigator required:

Microsoft Windows Vista	I. Explorer 6...
Microsoft Windows Milenium	Netscape 6...
Microsoft Windows XP Home	Firefox 1...
Microsoft Windows XP Professional	Opera 9.0
Microsoft Windows NT	
Microsoft Windows 2000	
Microsoft Windows 2003	

Mac OS 10.2	Safari 1.0
Mac OS 10.3	Camino 1.0
Mac OS 10.4 Tiger	
Mac OS 10.5 Leopard	

### Scope of the service

The following services will be included:

- a** Help in handling the applications, tools and communications supported.
- b** Installation and dismantling of the applications supported.

**c** Updating of versions and Service Pack for the software supported, as long as the Insured has the relevant licence or the updating is cost-free.

**d** Configuration of operating systems and applications supported.

**e** Advice on hardware and software requirements for the applications supported.

**f** Installation and configuration of peripherals, such as printers, scanners, etc.

For these activities to be carried out, very often it will be necessary to have the CD-ROM attached to the original software device. If the Insured does not have this available, our technicians will search for and download the necessary software from the Internet **provided that this is possible and the Insured holds the necessary licence.**

### Limit to use of the service

**The maximum number of computers to which service will be provided is 4 per Policy subscribed.** There will be no limit in use of the service, which is why the Insured may request any assistance he deems necessary for each one of his computer throughout the relevant annuity.

### Exclusions

Any assistance for equipment or programmes beyond the scope of cover of this Policy, including servers, will be excluded.

This service does not include support for applications specifically developed for MS Office products (Outlook, Word, Excel, Access, PowerPoint) or other specific management software (Contaplus...).



• **2.18.2 On-site computer assistance.**

**Línea Directa** will provide the services specified in the foregoing section at the Insured's home, at his expressly request. If on-site services cannot be provided, the equipment will be collected at the Insured's address to be repaired at **Línea Directa's** premises and returned.

All home assistance requests will be replied to within a maximum of 48 hours.

**This service is subject to payment by the Insured of the relevant rate, which will be notified at the time of requesting the service by phone. Our technician will visit your home at no cost. Subject to technical availability in the area.**

**Exclusions**

The foregoing will not include any loss or damage suffered by the files contained inside the equipment receiving the assistance. Likewise excluded will be the price of any components replaced.

• **2.18.3 Home technological assistance.**

This service allows the Insured to contact a qualified technician, by telephone or on a chat on the Internet, in order to receive general support in the use of technological devices, within the scope of this Insurance Policy. Assistance will be provided on the following types of devices, amongst others:

- a** TDT
- b** DVD
- c** Blu-Ray
- d** Digital cameras
- e** Digital videos
- f** Digital photoframes
- g** Mobile telephones

In order to be able to provide this service, it will be necessary for the user's manual of the technological device on which assistance is requested to be available on the Internet in Spanish.

**Limit on use of the service**

There will be no limit in use of the service, which is why the Insured may request any assistance he deems necessary for each device covered by this guarantee during the relevant annuity.

**Exclusions**

**Assistance will be excluded** for equipment not included in the scope of cover of this Policy, such as technological devices for professional use.

• **2.18.4 On-line back-up copy.**

**Object of the service**

This service allows the Insured to contact a computer expert in order to receive assistance to make an on-line back-up copy.

**Scope of the service**

The following services are included:

- 1** Installation of the back-up programme by a qualified technician, by remote means.
- 2** Configuration of the programme to automatically make the copy.
- 3** Advice regarding the files to include in the back-up copy.
- 4** Recommendations when creating a user and password to access the service and the data saved on the on-line back-up copy.

**5** The automatic execution of a periodic incremental back-up copy.

**6** The maximum predetermined size of the on-line back-up copy is 2 Gb.

**7** The possibility of accessing the files saved on the back-up copy from any computer with Internet access.

### Waiver of liability

Once the on-line copy is programmed, **Línea Directa** will not have access to the information saved or to the access codes. The user will be responsible for keeping the access codes in order to access the service.

Only one back-up copy per Policy will be provided throughout the term of the Policy.

**Línea Directa** hereby waives any liability for the type of information stored in the back-up copy, as well as for the loss of data due to mishandling of the application by the Insured and for reasons beyond the company's control.

#### • 2.18.5 Downloaded software

The Insured may request the downloading and installation of computer programmes selected by **Línea Directa** that contribute towards an adequate operation of the PCs covered by this insurance contract.

The Insured may download all the programmes he deems appropriate from a catalogue previously defined by **Línea Directa**.

Both the downloading and programme licence will be cost-free.

**Línea Directa** will not be liable for any potential virus, malware, defects, etc. contained in the software installed.

## B. Cover due to the fraudulent use of cards and access to bank accounts

### • 2.18.6 Fraudulent use of cards and access to bank accounts.

This cover will guarantee payment of **up to 1,000€ per loss** and year, for the fraudulent use over the Internet by third parties of credit or debit cards or access to bank accounts. **In either case, the holder must be the Policyholder and all of the following circumstances must exist:**

**a** The fraudulent use is made by third parties.

**b** The fraudulent operation is carried out over the Internet.

**c** The fraudulent use is carried out at any time up to 48 hours following notice of the fraudulent use of the codes, robbery, pillage or misplacement to the issuer, or notice to the financial institution of access to the bank accounts.

**d** The filing of a police report.

**e** Justification of illegal movements with the relevant bank statements.

## C. Other guarantees and services

### • 2.18.7 Management of Internet access service

The Insured may apply for the necessary steps to register, de-register or change his contract with the Internet service provider. **Línea Directa** will take the necessary steps by telephone and will deliver all documents and letters.

**Línea Directa** does not guarantee any result whatsoever derived from

these measures, nor does it assume any responsibility for delays, silence, penalties, debits to an account or any other damage caused to the Insured by Internet access service providers.

### **3. System followed to Provide the Service.**

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#### **3.1. Application.**

All services will be requested by calling the Company's specific Assistance telephone number, 24 hours a day, including Sundays and holidays. When placing the call, the Insured will give his name, insurance policy number, telephone number and the type of assistance required.

In non-urgent cases, we suggest that services be requested during working days, between 9:00 and 18:00 hours.

#### **3.2. Provision.**

All urgent services corresponding to guarantees 2.1.1 to 2.1.9, 2.1 and 2.3 will be provided as soon as possible.

All other services will be provided during the course of the day, as long as it is a working day and the services are requested between 9:00 and 18:00 hours.

### **4. Services Warranty.**

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Línea Directa will provide a 3-month warranty for all work carried out further to these conditions.

### **5. Rates.**

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The following Rates will apply:

#### **5.1. Transfer**

Cost-free in all cases.

#### **5.2. Workmanship**

Cost-free for guarantee 2.3 "Urgent changing of locks"

In the execution of the remaining guarantees:

Price Agreed:

Minimum 15-minute service.

First hour of service.

Successive half-hour fractions.

### **6. Payment of services requested.**

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**The Insured will pay the invoices** applicable to the service requested, except for those services expressly foreseen as cost-free.

Even if it is deemed that the event giving rise to an action under the Company's Assistance Conditions was a loss able to be claimed under the General Conditions, the Insured will pay the invoice applicable to the service requested, regardless of whether he also declares and processes the loss claim as regulated in said General Conditions.

## 7. Exclusions.

These Particular Conditions will not guarantee any type of event that is directly or indirectly derived from the following:

- a** The Insured's wilful intent or gross negligence.
- b** Political/social or unforeseen acts resulting from civil disturbances, mutinies, strikes, internal conflicts and sabotage.
- c** Civil or International War, whether or not officially declared, civil or military uprisings, insurrection, rebellion, revolution and warfare of all kinds.
- d** Volcanic eruptions, hurricanes, downpours, earthquakes, land tremors, sea quakes, breaking of waves, overflowing rivers and landslides.
- e** Events classified by the Public Powers as a "National Catastrophe or Disaster".
- f** Nuclear reactions, nuclear radiation or radioactive pollution.

### III. Insurance Compensation Consortium

#### Insurance Compensation Consortium compensation clause for losses arising from extraordinary events

In accordance with the provisions of the amended text of the legal Statute of the Insurance Compensation Consortium, approved by Legislative Royal Decree 7/2004, of 29 October, and modified by Law 12/2006, of 16 May, the holder of an insurance contract which must compulsorily include a surcharge in favour of the aforementioned public corporate entity is entitled to agree the cover of extraordinary risks with any insurance company which fulfils the conditions required by the legislation in force.

Compensations arising from losses caused by extraordinary events occurring in Spain and which affect risks located therein and also, for insurance of persons, those occurring abroad when the Insured's usual residence is in Spain, will be paid by the Insurance Compensation Consortium when the Insured has met payment of the corresponding surcharges in his favour, and one of the following situations occurs:

- a** That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance Policy contracted with the insurance company.
- b** That, even if covered by said Policy, the obligations of the insurance company cannot be fulfilled due to the company having been declared legally bankrupt or to being subject to a winding-up procedure intervened in or assumed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium will adapt its actions to the provisions of the aforementioned legal Statute, of Law

50/1980, of 8 October, on Insurance Contracts, of the Regulation on insurance of extraordinary risks and complementary regulations.

#### Summary of the legal regulations

##### I. Extraordinary events covered.

- a** The following natural phenomena: earthquakes and seaquakes, extraordinary floods (including breaking of waves), volcanic eruptions, atypical cyclonic storm (including extraordinary winds of gusts in excess of 135 km/h, and tornados) and falls of astral bodies and meteorites.
- b** Those caused violently as a result of terrorism, rebellion, sedition, mutiny and popular uprising.
- c** Events or actions of the Armed Forces or Security Forces and Bodies in times of peace.

##### 2. Excluded risks.

- a** Those which do not give rise to compensation in accordance with the Law on Insurance Contracts.
- b** Those caused to persons or assets insured by an insurance contract other than those in which the surcharge in favour of the Insurance Compensation Consortium is compulsory.
- c** Those due to a fault or defect inherent to the insured object, or to patent lack of maintenance thereof.
- d** Those caused by armed conflicts, even when not preceded by official declaration of war.

**e** Those arising from nuclear energy, without prejudice to the provisions of Law 25/1964, of 29 April, on nuclear energy. Notwithstanding the foregoing, all direct damages caused to an insured nuclear installation will be deemed to be included, when these are the result of an extraordinary event which affects the installation itself.

**f** Those due to the mere action of time, and in the case of totally or partially submerged assets on a permanent basis, those attributable to the mere action of waves or ordinary currents.

**g** Those caused by natural phenomena other than those indicated in article 1 of the Regulation on insurance of extraordinary risks, and in particular, those caused by a rise in the groundwater table, mudslides, landslides or landfalls, rock falls and similar phenomena, unless these are manifestly caused by the action of rainwater which, in turn, caused a situation of extraordinary flood in the area and occurred simultaneously to said flood.

**h** Those caused by riotous actions occurring during the course of meetings and demonstrations carried out in accordance with the provisions of Organic Law 9/1983, of 15 July, governing the right to meet, as well as during the course of legal strikes, unless the aforementioned actions can be classified as extraordinary events in accordance with article 1 of the Regulation on insurance of extraordinary risks.

**i** Those caused by bad faith on the part of the Insured.

**j** Those arising from losses the occurrence of which took place in the period of grace established in article 8 of the Regulation on insurance of extraordinary risks.

**k** Those corresponding to losses occurring prior to payment of the first premium or

when, in accordance with the provisions of the Law on Insurance Contracts, the cover of the Insurance Compensation Consortium is suspended or the insurance has been cancelled due to non-payment of the premiums.

**l** Indirect losses or losses arising from direct or indirect damages, other than the loss of profits specified in the Regulation on insurance of extraordinary risks. In particular, this cover does not include damages incurred as a result of loss or alteration to the supply of electric energy, combustible gases, fuel-oil, gas-oil, or other fluids, or any other damages or indirect losses whatsoever other than those mentioned in the foregoing paragraph, even if these alterations arise from a cause included in the cover for extraordinary risks.

**m** Losses which due to the size or severity thereof are classified by the National Government as a "national catastrophe or disaster".

### 3. Excess.

In the case of direct damages to objects (except vehicles and homes and the owners' associations thereof), the Excess payable by the Insured shall be 7% of the amount of the indemnifiable damages caused by the loss.

In the case of insurance of persons, no Excess deduction shall be made.

In the case of cover for loss of profits, the Excess payable by the insured shall be that specified in the Policy for loss of profits in ordinary losses.

### 4. Extension of cover.

Cover of extraordinary risks will extend to the same persons and assets and insured sums as those established in the Policy for ordinary risks.

## PROCEDURE TO FOLLOW IN THE CASE OF A RISK INDEMNIFIABLE BY THE INSURANCE COMPENSATION CONSORTIUM

In the event of a loss, the Insured, Policyholder, beneficiary, or the respective legal representatives thereof, directly or through the insurance company or insurance broker, must notify, within a period of 7 days from the date on which they have knowledge thereof, the occurrence of the loss, at the corresponding regional delegation of the Consortium, in accordance with the place at which the loss occurred. The notification will be made on the form provided for this purpose, which is available on the 'web' page of the Consortium ([www.consorseguros.es](http://www.consorseguros.es)), or at the offices of the Consortium or of the insurance company. The documentation required in accordance with the nature of the damages or injuries should be attached to this form.

Likewise, the remains and vestiges of the loss should be preserved for the loss adjustment procedure and, should this prove totally impossible, supporting documentation relating to the damages should be presented, such as photographs, notary's deeds, videos or official certificates. Likewise, invoices should be conserved corresponding to damaged assets the destruction whereof could not be delayed.

All necessary measures should be taken to reduce the damages.

Evaluation of losses arising from extraordinary events will be performed by the Insurance Compensation Consortium which shall not be bound by

any evaluations which, where applicable, may have been made by the insurance company covering the ordinary risks.

To clarify any queries that may arise regarding the procedure to follow, the Insurance Compensation Consortium provides the insured with the following telephone number: 902 222 665.

## IV. Claims applications

The Insured may call the Customer Service Department to deal with any query, complaint or claim relating to this Policy or with the handling of a claim. The Customer Service Department may be reached at 902 367 167, by fax at number 902 123 237, at the e-mail address [Gestion\\_Clientes@LineaDirecta.es](mailto:Gestion_Clientes@LineaDirecta.es), or by addressing a letter to Ronda de Europa 7, 28760 Tres Cantos, Madrid.

Additionally, should they not be satisfied with the reply given by the Customer Service department they may contact the Customer Ombudsman on telephone number 902 123 235 and fax number 902 123 236. Claims, which will be free for the insured, should have their cause in any circumstance arising from the insurance contract. All resolutions of the Customer Ombudsman will be binding whenever the sum claimed is less than 60,101.21 €. Should the insured not agree with the solution provided for their claim they may contact the Commission for the Defence of the Insured, at the Directorate General for Insurance and Pensions Funds, Pº de la Castellana, 44, 28046 Madrid or through their web page [www.dgsfp.mineco.es](http://www.dgsfp.mineco.es).

## V. Personal Data Protection

### I. Data provided by the Policyholder and processing purposes.

All personal data provided by the policyholder and requested to conclude this Policy or provided or subsequently generated over the life of the policy will be treated as the responsibility of **Línea Directa** (and included, where appropriate, in files they own) for the following purposes:

Maintenance and implementation of the contractual relationship.

- Claims management.
- Prevention of fraud in risk selection and claims management.
- Analysis of accidents.
- Statistical studies and surveys
- To enable us to provide you with the most suitable offers according to your particular profile, as well as to provide information by post, email and telephone, including after this contract has expired, on advertising and product offers marketed by **Línea Directa** or companies offering financial services and products, insurance companies, and companies from the automobile and property sector of the Grupo Línea Directa (Línea Directa Aseguradora S.A, Línea Directa Asistencia S.L., Motoclub LDA S.L. Centro Avanzado de Reparaciones S.L.U. and Ambar Medline S.L.U.) of the Grupo Bankinter (detailed and up-to-date information on the companies that make

up this Group can be found at the following website: [www.bankinter.com](http://www.bankinter.com), go to the "Corporate Site" option and select the "Corporate Governance" tab then the "Subsidiaries and Affiliates" section) as well as on companies with whom we may enter into collaboration agreements, with such data being used by the technical and commercial services of **Línea Directa**.

To fulfil the purposes described, the data provided may be processed by other Insurance or Reinsurance Companies or by third party **Línea Directa's** partners or suppliers, who for reasons of reinsurance, coinsurance, or due to the claims management operation, intervene in the management of the policy and its claims, possibly being transferred, if legally appropriate, to common files in the insurance industry.

The Policyholder shall notify **Línea Directa** if there be some variation in the data provided to **Línea Directa** for processing as described in this clause, The Policyholder can configure their marketing preferences and object to their data being used for advertising purposes when they sign the particular conditions, by visiting our website at [www.lineadirecta.com](http://www.lineadirecta.com), and entering their user details in the Customers' Area, or by sending an email to: [Issi@lineadirecta.com](mailto:Issi@lineadirecta.com). Likewise, they may exercise their right to stop promotional material being sent to them, including once this contractual agreement has expired, by writing to the address indicated in point 2 of this clause.



## **2. Rights of access, rectification, cancellation and opposition.**

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In any case, the data holder may exercise their rights of access, rectification, cancellation and opposition by letter, enclosing a photocopy of the Identity Document, to:

### **Línea Directa Aseguradora**

Legal Advice

Ronda de Europa nº 7

28760 Tres Cantos

Madrid

e-mail:

[departamentolegal@lineadirecta.es](mailto:departamentolegal@lineadirecta.es)

## **3. Joint files.**

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### **Financial solvency files**

In the event that the Policyholder has a certain debt, due and payable with **Línea Directa**, and provided they meet the legal requirements for this, **Línea Directa** may report such failure to creditworthiness and financial solvency information files.

Likewise, when deemed appropriate according to the nature of the transaction, **Línea Directa** will consult solvency files related to the fulfilment or non-fulfilment of financial obligations. If the policyholder is listed at any point in time on any of the files consulted, **Línea Directa** may decide not to enter into the contract, or not to renew a policy with this client, without prejudice to the client's right to claim against this decision.

## Your notes



## Contact Telephones

### **Customer Assistance Service**

**902 123 586**

(Monday to Friday, from 8:00 to 22:00 hours - Saturdays from 9:00 to 15:00 hours)

### **Claim Management Service**

**902 123 586**

(24 hours a day, every day of the year)

### **Complaints and Demands**

**902 367 167**

(Monday to Friday, from 8:00 to 19:30 hours)

### **Computer Assistance Helpline**

**902 197 715**

(24 hours a day, every day of the year)

### **Home Response**

**902 197 715**

Legal Advice Phone, Medical Guidance Phone and Second Medical Opinion

(24 hours a day, every day of the year)

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

