



Liberty
Insurance

Your fleet insurance

Policy document



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Useful Telephone Numbers

Customer services: 1890 89 1890

Call this number if your circumstances change and you need to update your policy or if you have a question.

Claims helpline: 1850 85 8530

Call this 24-hour number if you need to report a claim on your policy.

Introduction

We, **Liberty Insurance**, agree to provide insurance to you, the insured named in the policy schedule, for events which happen in the Republic of Ireland, Northern Ireland or Great Britain (including the Isle of Man and Channel Islands) during any period of insurance that you have paid, or have agreed to pay, the premium. If more than one person is named as the insured, the insurance will apply to each of you.

On behalf of Liberty Insurance

Patrick O'Brien
Chief Executive Officer

Liberty Insurance Limited is regulated by the Central Bank of Ireland. Liberty Insurance Limited is registered in Ireland, registration number 494729. You can contact the Central Bank of Ireland on 1890 77 77 77.

Definitions

- a You, your** – the insured named in the policy schedule.
- b We, us** – Liberty Insurance.
- c Your business** – your occupation as described in the schedule.
- d Being driven** – being in the charge of a person who has driven, or will drive the vehicle, even if they are not driving at the time.
- e The vehicle** – the vehicle or vehicles described in the schedule of this policy and any vehicle:
 - you have given us details of;
 - we have provided a certificate of insurance for; and
 - for which the insurance is still in place.
- f The certificate of insurance** – the document which is evidence that you have taken out the insurance needed by law.
- g The period of insurance** – the period shown in the schedule and any further period for which we agree to insure you.
- h Territorial limits** – Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands, or while the vehicle is being transported by sea, air or rail (including loading or unloading) between these places.
- i Market value** – the cost of replacing the vehicle with one of the same make, model and similar age and condition at the time of the accident or loss.
- j Principal** – any person who employs you to act in their place or on their behalf.
- k Accessories** – any items permanently attached to the vehicle which are not directly related to how it works as a vehicle and are not designed to be used independently.
- l Endorsement** – wording which changes the insurance in the printed policy.
- m Declaration period** – the period within which you must tell us about any changes you have made to the current schedule of vehicles that is covered on the policy (including if you have added or deleted information).
- n Excess** – the amount shown in your schedule which we deduct from every claim for loss of or damage to your vehicle or any other property you insure. The amount applies to each individual vehicle.

Your insurance cover

So you understand what you are covered for, please read this document, the schedule and the certificate of insurance carefully. You should pay special attention to the general terms, exceptions, conditions and endorsements. If you have any questions, you should contact us or your insurance advisor.

Comprehensive cover – sections 1 and 2 of this policy apply.

Third party, fire and theft cover – section 1 applies for loss of or damage to the vehicle caused directly by fire, lightning, explosion, theft or attempted theft. Section 2 of this policy also applies.

Third party only cover – section 2 of this policy applies.

The general exceptions and general conditions apply to all levels of cover.

Limits on how you use your vehicle

The insurance only covers you if you use the vehicle in the way described in your certificate of insurance. We will not cover you for:

- a any use connected with the motor trade, unless the use is described in your certificate of insurance; or
- b racing, pacemaking (setting the pace in a race) or being in any contest or speed trial (apart from treasure hunts).

Description of drivers

Any person shown in the certificate of insurance can drive the vehicle. Where 'any driver' is shown, please see the schedule for any restrictions.

General conditions which apply to the whole policy

These general conditions apply to all sections of the policy.

1. We will only have to make a payment under this policy if:
 - a all the answers in the proposal and declaration for this insurance are true and complete (the proposal and declaration form the basis of this contract between us and you); and
 - b you or any insured person meets all the terms, conditions and endorsements of this policy.

Cancellation

2. You may cancel the policy at any time by telling us and returning all certificates of insurance and insurance discs. We will refund your premium for any period of insurance remaining, less an administration fee of €50, as long as:
 - a no claim or loss has arisen during the current period of insurance; and
 - b we have received your certificates of insurance and insurance discs.
 We do not refund any amount which is less than €50 after we charge the administration fee.
 If you are paying your premium by instalments, you will not receive a refund for any deposit or instalment you have already paid.
3. We may choose to cancel the policy, without giving you a reason, by sending you 10 days' written notice to your last known address. We will refund your premium for any period of insurance remaining. You must return to us immediately all certificates of insurance and insurance discs to avoid any action we may take against you to recover them.
4. In return for cover provided by this policy, you have agreed to pay the premium on the due date, or dates, as set out in that agreement. If you do not make a payment when it is due, we can cancel the policy by sending you 10 days' written notice to your last known address.

Policy changes

5. You must:
 - a let us know the details of any new or replacement vehicle before you buy or change vehicles;
 - b pay us any extra premium we may ask for as a result of the new or replacement vehicle; and
 - c let us know if you sell or get rid of the vehicle. All cover for the vehicle will end and you must return the certificate of insurance and insurance disc to qualify for any refund of premium which we may allow.

If you do not give us, and we do not confirm full details of the vehicle, the insurance will not apply to the vehicle and we will not be responsible for any accident, injury, loss, damage or liability arising as a result of any accident caused by or in connection with that vehicle.

6. You must tell us immediately if:
- a you plan to make changes to the vehicle;
 - b you want to use the vehicle for any use not included in your certificate of insurance;
 - c you change the address at which you normally keep the vehicle;
 - d you or anyone covered by this policy are charged or convicted of a motoring offence;
 - e you become aware of any medical or physical condition of any driver that may affect their ability to drive;
 - f you or any driver changes occupation; or
 - g there are changes to any other material fact.

If a declaration period applies to your policy, you should contact us about points a and b above in line with the timeframes set out in your declaration endorsement.

This is not a full list and you should tell us about any change if you are not sure whether it may affect your policy.

When you tell us about a change, we may then reassess your premium and your cover. If you do not tell us about any relevant changes, we may:

- reject or reduce your claim; or
 - cancel the policy and treat it as though it has never existed.
7. If the terms of the policy change in any way, there may be an administration fee of €25. We do not refund any amounts less than €30, and we will not charge any extra amounts less than €30. We will only refund any premium if:
- a no claim or loss has arisen during the current period of insurance; and
 - b we have received all the documents we need to carry out the change.

Claims

8. a You must report any accident, injury, loss or damage involving the insured vehicle or any other motor vehicle which is insured under this policy to us immediately (or by the next working day). We will then send you an accident report form which you must fill in and return as soon as possible.
- b If the vehicle is lost or is damaged as a result of theft, attempted theft or malicious damage, you must immediately contact the Garda and send us a copy of the Garda report. The report must say that the loss or damage was the result of theft, attempted theft or malicious damage.
- c You must also write and let us know as soon as you become aware of any current or future prosecution or inquest in connection with any event for which there may be any liability under this policy.
- d You or any insured person must immediately send us any correspondence relating to any incident without answering it. You or any other insured person must give us all the help we need. You must never accept responsibility or offer or promise payment without our written permission. We will be entitled to take over and carry out in your name (or in the name

of any other insured person) the defence or settlement of any claim. We may prosecute, in your name or in the name of any other person (at our expense and for our benefit) to recover any amount we have paid. We will be able to decide how any proceedings or settlements are handled.

- e If you make a claim, we are entitled to instruct and to give information about you and your policy to other people such as suppliers, private investigators and loss adjusters.
 - f You or any insured person must not do anything to harm our interests.
 - g If you make a claim, we may appoint our own repairers to carry out any repair work.
9. If, at the time any claim arises under this policy, there is any other insurance covering the same accident, injury, loss, damage or liability, we will only pay our share of any loss, damage, compensation, costs or expenses.
10. If, under the law of any country, we have to make a payment which we would otherwise not have made under this policy, we may recover any payment from you or from the person who the claim was made against.
11. If you are paying by instalments, you must pay the full yearly premium if you make a claim during the current period of insurance. We have the right to take any premium owed from any claim we may pay.

Disputes between you and us

12. You can refer any dispute between you and us about our liability for a claim or the amount to be paid to an arbitrator we both agree to, within nine months of the dispute arising. If we cannot agree, the president of a relevant national law society will appoint an arbitrator.

The arbitrator's decision will be final and binding on you and us. If the dispute has not been referred to arbitration within nine months, we will assume you have abandoned the claim.

Duty of care

13. You or any insured person must:
- a take all reasonable steps to prevent accidents, injuries, loss or damage;
 - b protect the vehicle against loss or damage;
 - c give us access, at any reasonable time, to examine the vehicle;
 - d not leave the vehicle unlocked while away from it, or leave the keys to the ignition with the vehicle while away from it; and
 - e make sure the vehicle is kept in a roadworthy condition and, if necessary, has a valid NCT certificate.

Fraud

14. If any claim is in any way fraudulent or exaggerated, the insured person or anyone acting on their behalf has used any fraudulent methods to benefit under this policy, or you have given us false or stolen documents, you and they will lose any rights under the policy. We may also prosecute you or them.

Choice of law

15. You and we may choose which law applies to this contract. Unless we agree with you otherwise, this insurance is governed by Irish law.

Vehicle laid up

16. If the vehicle is laid up (off the road and out of use), we may suspend the insurance under section 2 of this policy as long as you have returned the certificate of insurance and insurance disc.

We will refund up to 70% of your premium, less an administration fee of €25, for the period when insurance under section 2 is suspended, as long as:

- a no claim or loss has arisen during the current period of insurance; and
- b cover is suspended for at least four weeks in a row.

We do not refund any premium which is less than €30 after we charge the administration fee.

During any period where we have suspended the insurance, we will still insure the vehicle against loss or damage in line with the insurance cover provided under section 1.

Suspending cover

17. We may suspend all cover provided by this policy as long as you have returned the certificate of insurance and insurance disc.

We will refund your premium, less an administration fee of €25, for the period when the insurance is suspended, as long as:

- a no claim or loss has arisen during the current period of insurance; and
- b cover is suspended for at least four weeks in a row.

We do not refund any premium which is less than €30 after we charge the administration fee.

The 'vehicle laid up' and 'suspending cover' options can only apply within the current period of insurance. At the renewal date, the policy will automatically come into force again. We will continue to collect direct-debit instalments during the period the vehicle is laid up or cover is suspended, and will refund these at the end of the suspension.

Currency

18. All money paid under this policy will be paid in euros.

Language

19. Your policy and all communications between you and us will be in English.

General exceptions which apply to the whole policy

These general exceptions apply to all sections of this policy.

We will not provide cover for any of the following.

1. Any accident, injury, loss, damage or liability if the vehicle is being driven or used for a purpose not described in the certificate of insurance.
2. Any liability an insured person has under an agreement which they would not have had if the agreement did not exist.
3. Loss, damage or liability:
 - a directly caused by pressure waves from aircraft and other flying objects travelling at or above the speed of sound;
 - b caused by an earthquake or underground fire;
 - c caused by pollution or contamination, unless it is caused by a sudden, identifiable, unexpected and accidental incident which happens during the period of insurance;
 - d if you have an accident while your vehicle, including its load, is being driven when it is not fit and safe to do so;
 - e if your vehicle is overloaded with passengers or goods; or
 - f caused by using the vehicle in or on any area where aircraft normally land, take off, move or park.
4. We will not cover the driver unless they hold a valid licence to drive the vehicle, or have held and are not disqualified from holding or getting a licence.
5. We will not cover any loss, damage or legal liability directly or indirectly caused by:
 - a ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - b the radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or any part of it; or
 - c carrying hazardous goods, unless we have agreed to cover this use in writing.
6. Loss or damage caused by war, riot, revolution, any act of terrorism or any similar event. However, we will provide cover to meet the requirements of the Road Traffic Act.

Section 1 Loss of or damage to the insured vehicle

We will pay for loss of or damage to the vehicle or vehicles or its accessories and spare parts while they are in or on the vehicle.

We will choose whether to repair or replace the vehicle or any part of it or its accessories and spare parts, or pay cash to cover the amount of the loss or damage. If we settle a claim under this section as a total loss, the lost or damaged vehicle becomes our property.

The most we will pay will be the market value of the vehicle immediately before the loss or damage happened, but not more than the value as shown in the schedule.

If replacement parts are not available or are out of stock from the manufacturer's European representative or agents, you will have to pay the extra cost of transporting them from elsewhere.

You must let us know immediately about any incident involving loss or damage to the vehicle. You must not pay or agree to pay any expenses to repair any damage without getting our authority beforehand. (See general condition 8.)

If the vehicle belongs to someone other than you or is under a hire-purchase or leasing agreement, we may pay the legal owner for any loss or damage. We will then have no further liability for the loss or damage.

For loss of or damage to radio-receiving or transmitting equipment, audio equipment, electronic navigation or radar detection equipment permanently fixed to the vehicle, the most we will pay is:

- a 5% of the value of the vehicle before the accident happened; or
- b €635;

whichever is lower.

The policy does not cover loss of or damage to mobile phones and their accessories or spare parts.

Loss of or damage to the trailer

We will pay for loss of or damage to any trailer described in the trailer schedule. We provide cover to the level shown in the trailer schedule.

The most we will pay for the loss or damage will be the market value of the trailer immediately before the loss or damage happened. However, we will not pay more than the value of the trailer as shown in the trailer schedule.

We will not pay for loss or damage to:

- a any trailer if it is being towed, other than allowed by law;
- b any detached trailer, unless:
 - it is on premises you own or occupy, or secured in a locked garage or compound; or
 - it is kept close to the vehicle;
- c any property being carried in or on the trailer; or
- d any trailer that is not specified, unless your trailer schedule shows that unspecified trailers are insured and they are in your possession and control.

Accident recovery

We will also pay the reasonable cost of protecting the vehicle and moving it to the nearest repairer if, as a result of any loss or damage insured under this section, the vehicle cannot be driven. We will pay the reasonable cost of delivering it to you after the repair. However, we will not pay more than the reasonable cost of transporting the vehicle to your address, as shown in the schedule.

Exceptions to section 1

We will not pay for:

1. loss of value, wear and tear, mechanical, electrical, electronic, computer or computer software failure or breakdown;
2. damage to tyres caused by using the brakes or by road punctures, cuts or bursts;
3. loss of use or other indirect loss such as loss of earnings or travel costs;
4. damage to the vehicle caused by carrying dangerous or hazardous goods, unless we have agreed to cover this use in writing;
5. loss of or damage to the contents being carried in or on the vehicle;
6. loss or damage as a result of deception or fraud;
7. loss or damage as a result of theft or attempted theft if the vehicle is left unlocked or if the ignition key is left in or on your vehicle while you are away from it;
8. loss or damage to the vehicle if it is taken or driven without your permission by a member of your family or anyone who normally lives with you, unless they are prosecuted for taking the vehicle without your permission and you must assist fully with the prosecuting authorities;
9. any part of a repair or replacement which improves your vehicle beyond its condition before the loss or damage took place;
10. loss or damage as a result of the vehicle being filled with the wrong fuel;
11. loss or damage due to any government, public authority or local authority legally taking, keeping or destroying your vehicle; or
12. the first amounts, as shown in the schedule, of each claim (the 'own damage excess' and the 'each and every excess').

Section 2 Liability to other people

Definition of 'insured person'

For the purpose of insurance under this section, an 'insured person' includes any one of the following.

1. You, the policyholder.
2. Any person driving the vehicle who is entitled to do so under your current certificate of insurance (other than any person in the motor trade driving the vehicle for the purpose of repairing or maintaining it).
3. Your employer or business partner as long as the business use is allowed under the terms of the certificate of insurance. This applies as long as the vehicle does not belong to that person and is not hired or leased by or to them.
4. Any person using (but not driving) the vehicle with your permission for social, domestic and pleasure purposes.
5. Any person travelling in, or getting into or out of the vehicle.
6. The personal representative of any of the people named above (following the person's death) but only for the liability of the person who has died.

We will insure the insured person against legal liability for damages (including the related costs and expenses) for death or bodily injury to any person and damage to property arising as a result of an accident by or in connection with the vehicle. (This includes loading and unloading the vehicle.)

We will not pay more than €30,000,000 for private motor vehicles, or €1,270,000 for any other vehicle, for damage to property arising from any one claim or a number of claims arising out of one cause, unless we have agreed otherwise in writing.

Legal costs

If we agree in writing, we will pay for the following legal costs related to an event which is covered by this section.

- a Solicitors' reasonable fees for representing you at a coroner's inquest or fatal accident enquiry.
- b The reasonable costs of defence against a charge of manslaughter or causing death by careless or dangerous driving.

Moving other people's vehicles

We will also cover the insured person while they are moving any vehicle which is:

- a blocking access to the policyholder's premises; or
- b blocking free movement of any vehicle owned, hired or lent to the policyholder.

The person driving must hold a licence to drive the vehicle or, having held a licence, not be disqualified from holding a licence.

Emergency treatment

We will pay for emergency treatment fees as set out in the Road Traffic Act, following an accident involving any vehicle which we provide cover for.

Foreign use

As well as providing cover in the territorial limits, we will also provide the minimum cover you need by law to use your vehicle in:

- a any country which is a member of the European Union; and
- b any other country which has made arrangements to meet the requirements of the Commission of European Union.

If you want to extend this cover to your full policy cover, or if you want to travel to any other country, you must:

- a ask us to provide cover before the date you leave;
- b tell us the date you will be leaving, and the date you will be returning;
- c tell us which countries you are visiting; and
- d pay any extra premium necessary.

Indemnity to principals

We will extend the cover provided by this section to any public or local authority or other principal, where the vehicle is being used in connection with contract work on behalf of a principal, for the negligence of the insured or any other insured person.

We will only do this if:

- a they are not covered under any other policy; and
- b they keep to the terms, conditions and endorsements of this policy as far as they can apply.

Trailers

We will extend the cover provided by this section to meet the requirements of the Road Traffic Act for using any trailer while attached or unattached to the vehicle under the terms, conditions and exceptions of the policy.

Exceptions to section 2

1. We will not cover loss of or damage to:
 - a property owned by or in the charge of you or any insured person;
 - b any vehicle or trailer which we provide cover for under this section or any property carried in or on the vehicle or trailer; or
 - c any motor vehicle which cannot be driven and is attached to a vehicle covered by this policy or any property carried in or on that motor vehicle.
2. We will not cover any loss, damage or liability arising while the vehicle or trailer or attachment of the vehicle:
 - a is being used as a tool of the trade (for example, operating a digger); or
 - b is not on a public road and is in the process of being loaded or unloaded by any person other than the driver or attendant of the vehicle.
3. We will not cover death or injury to any employee of the person who is insured, which arises out of the course of their employment, except where it must be covered under the Road Traffic Act.
4. We will not provide cover if the insured person is entitled to claim a payment or has cover under any other policy.
5. We will not pay for the first amount, as shown in the schedule, of each claim (the 'each and every excess').

Customer care

We are committed to providing all our customers with a high standard of service at all times. We realise that things can go wrong and there may be times when you feel our service has let you down. As a valued customer, you have the right to complain.

1. Please contact our staff first to see if we can resolve any concerns you may have. Phone 1890 89 1890.
2. If you are not happy with our response, you can send your concerns in writing to our Customer Service Manager at:

Liberty Insurance
Dublin Road
Cavan
Co Cavan.

E-mail: feedback@libertyinsurance.ie

3. We will phone you to let you know we have received your complaint.
4. Our staff will try to resolve your complaint immediately. If this is not possible, we promise to acknowledge your complaint within 5 business days of receiving it. In the unlikely event that we have not resolved your complaint within 20 business days of receiving it, we will write and let you know why and what further action we will take.
5. If you are not satisfied with our decision, or if we haven't given you a decision after 40 business days, you have the right to refer your complaint to the Insurance Ombudsman at:

The Financial Services Ombudsman's Bureau
3rd Floor
Lincoln House
Lincoln Place
Dublin 2.

Phone: 1890 882090

We value feedback and welcome it as an opportunity to improve our service.

Insurance Act 1936

All money which becomes due under this policy will be paid in the Republic of Ireland in line with section 93 of the Insurance Act 1936.

Stamp Duties Consolidation Act 1999

Stamp duty has been or will be paid to the Revenue Commissioners in line with section 5 of the Stamp Duties Consolidation Act 1999.

Data protection statement

Liberty Insurance Limited is the registered data controller for personal information held about you for the purposes of the Data Protection Acts. You should show this notice to anyone who may be covered by your insurance policy with us.

We will use the information you provide to manage and handle your insurance policy. This includes underwriting and handling claims. To provide you with products and services, we hold information in our data systems or it is held by our agents or subcontractors.

We may check the information you provide against other information available to the public (such as on the electoral roll and court judgements). We may share information with other insurers, either directly or through people acting for us and them (such as loss adjusters or private investigators). And, if we are entitled to do so under the data-protection law, we also share information with the Garda Síochána, the police and other law-enforcement agencies.

We may pass information about you and your claims history to:

- our agents and service providers;
- other insurers and their agents;
- members of the Liberty Mutual Group;
- any agent acting for you; and
- recognised trade, governing and regulatory organisations we are a member of or which we are governed by.

We share and exchange all claims information with the Insurance Link database, run by the Irish Insurance Federation. The aim is to help us check information and to prevent fraudulent claims. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may lead to a claim. When you tell us about an incident, we will pass information about it to this register. We may use the information you provide to get information from the National Vehicle and Driver File held by the Department of Transport. We may also transfer your information to other countries on the basis that anyone we pass it to will protect it.

We may give information about you to anyone we transfer our rights and duties to under this policy.

We may contact you with a reminder that your insurance is due to be renewed.

We may record or monitor all phone calls to protect you and us and for training and quality purposes.

We take our security responsibilities seriously. We use the most appropriate measures, including staff training and awareness. And, we regularly review our security measures and procedures.

We may need to collect sensitive information (such as information about medical conditions or criminal convictions) about you and others named on the insurance policy. By going ahead with this insurance you will be agreeing to us or our agents or other insurers processing that information. Before you provide sensitive information about others, you should make sure they have given their permission.

Data protection statement

We will only take instructions to change a policy from you, your husband, wife or civil partner or your parent. In some cases we may also deal with other people who call on your behalf as long as we have your permission. If you would prefer that we only deal with you, please let us know.

We would like to keep you informed about products and services we provide. If you would prefer not to receive this information from us, and have not previously let us know, please let us know when you contact us. We may also use your information for these purposes after your policy has come to an end.

You can ask us for a copy of the information we hold about you by writing to our Customer Services Manager and enclosing a cheque for €6.35. Please allow up to 40 days for us to send this information to you. You may also ask us to change or delete any information we hold about you and we will make all reasonable efforts to update our records if we feel it is appropriate.

Reference: Fleet RoI 0212

This booklet is printed on paper made from trees that come from well-managed forests.

In the event of an accident

1. Always summon the Gardai and obtain their details.
2. Obtain insurance details, names and addresses of any other parties involved including independent witnesses.
3. Liability should not be admitted.
4. Contact Liberty Insurance immediately on the number below.

Our service commitment to you

1. Following an accident Liberty Insurance will contact you and/or any other party within 24 hours or the next working day.
2. We will settle all claims as fairly and quickly as possible.



Any claims suspected of being fraudulent or exaggerated will be vigorously contested.

Liberty Insurance
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