



# Your Private Motor Vehicle Insurance

Policy Document (Republic of Ireland)



Proud Partner



**Liberty**  
**Insurance**<sup>®</sup>

Insurance the way it should be.

**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.

**Windscreen helpline:**

**1890 94 4410**

**00 800 88 0 88 228**

*(If calling from outside the Republic of Ireland)*

**Check your schedule to see if you have this cover.**

Call this 24-hour number to arrange for your windscreen to be repaired or replaced (refer to page 18 for more details).

**Breakdown assistance helpline:**

**1800 70 60 80**

**00353 91 560636 NI & UK**

Call this 24-hour number if you need roadside assistance, home-start, vehicle recovery or journey completion (refer to page 19 for more details). In the event of a road traffic accident call the claims helpline number above.

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# Introduction

We, **Liberty Insurance**<sup>®</sup>, 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

### Tom McIlduff Chief Executive Officer

Liberty Insurance designated activity company (dac) is regulated by the Central Bank of Ireland. Liberty Insurance dac is registered in Ireland, registration number 494729. You can contact the Central Bank of Ireland on 1890 77 77 77.

# Definitions

**Accessories** – parts or products specifically designed to be fitted to your car, but not including personal belongings, child car seats, car audio, parking systems, phone, phone system, in-car entertainment or satellite navigation systems.

**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.

**Business** – your occupation as described in the schedule.

**Car-van** – a car that has no fixed seats in the back.

**Certificate of insurance** – the document which is evidence that you have taken out the insurance needed by law which shows who can drive the vehicle and the purposes of use.

**Courtesy car** – a vehicle that we may provide, if you have comprehensive cover, while your vehicle is being repaired by our recommended repairer.

**Excess** – the first amount, as shown in the schedule, of each claim for loss or damage.

**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.

**Period of insurance** – the period shown in the schedule and any further period for which we agree to insure you.

**Recommended repairer** – A repairer from our approved network that we authorise to repair your vehicle.

**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.

**Vehicle** – the vehicle 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.
- Or any vehicle we have agreed to temporarily transfer cover to.

**We, us** – Liberty Insurance.

**You, your** – the person named as the insured in the policy schedule.

# 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 and conditions. If you have any questions, you should contact us or your insurance advisor.

**Comprehensive cover** – sections 1, 2 and 4 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. Sections 2 and 4 of this policy also apply.

**Third-party only cover** – sections 2 and 4 of this policy apply.

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

**Section 3 (windscreen cover)** only applies if it is shown in the schedule.



## Car sharing

You can accept payments as part of a car-sharing arrangement for giving people lifts for social or similar purposes. We will not treat these payments as charging fares as part of a business of carrying passengers as long as:

- a the vehicle is not built or adapted to carry more than eight passengers (not including the driver);
- b the passengers are not being carried as part of a passenger-carrying business;
- c the total contributions you receive for the journey do not provide a profit; and
- d the number of passengers (including the driver) is not more than the vehicle manufacturer's recommended limit.

## Limits on use

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;
- b hiring out the vehicle for money; or
- c racing or being in any contest or speed trial.

## 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.

## No-claims bonus

For the purpose of the no-claims bonus, 'period of insurance' means one year from the beginning of the policy to the first renewal date, and then each year between renewal dates.

If no claim arises during the period of insurance, at the renewal date we will reduce the renewal premium in line with our no-claims bonus scale applying at the renewal date. You can ask for details of the no-claims bonus scale.

If a claim arises during any period of insurance, we will reduce your no-claims bonus as follows.

No-claims bonus	Reduced to
1 year	0 years
2 years	0 years
3 years	0 years
4 years	1 year
5 years or above	2 years

We will not reduce your no-claims bonus as a result of claims for:

- windscreen claims made under Section 3 Windscreen cover;
- claims made under Section 4 Breakdown assistance; or
- payments (including costs and expenses) which we later get back in full.

If two or more claims arise in any period of insurance, we will reduce your no-claims bonus to zero at your next renewal.

You cannot transfer your no-claims bonus to anyone else and it may only be used on one vehicle at a time.

## Introductory bonus

If we have reduced your first premium using an introductory bonus, we will remove the reduction if a claim arises during the period of insurance. We will do this when you renew the policy. At that stage you can then start to earn no-claims bonuses for periods of insurance in which no claim arises.

If no claim arises during the period of insurance, the introductory bonus will apply when you next renew the policy and at every renewal date until the introductory bonus equals or is less than the no-claims bonus reduction which would apply. The no-claims bonus you get will only take account of the period of cover we have provided under this or other motor policies in your name.

## Protected no-claims bonus

You can pay an extra premium for a protected no-claims bonus extension once you have earned a no-claims bonus of four years or more. You will keep that no-claims bonus as long as no more than one claim arises during the period of insurance for which the extra premium applies. Although you can protect your no-claims bonus, your premium may still be affected by any claims we pay. This cover only applies if it is shown in your schedule.

# General conditions which apply to the whole policy

## These general conditions apply to all sections of this policy.

Where we refer to 'you' in these conditions, it includes your personal representative.

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 writing to us and returning the certificate of insurance and insurance disc.

If you want to cancel your policy within the first 14 days, we will refund your premium for any period of insurance remaining, less an administration fee of €50.

If you cancel your policy in the first year of insurance after the first 14 days, we will work out your refund based on our cancellation rates as shown below.

### Period of cover no more than

1 month	2 months	3 months	4 months	5 months	6 months	7 months	8 months	9 months	over 9 months
80%	70%	60%	50%	45%	35%	25%	20%	10%	Nil

### Percentage refund of annual premium

If your policy is cancelled after the first year, we will refund your premium for any period of insurance remaining, less an administration fee of €50.

If you pay by instalments 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. The refund we pay you will be based on the cancellation rates above. The above rates are based on the yearly premium being paid in full. If the amount you have paid does not cover the premium according to the rates, we have the right to recover the money that you owe.

If you cancel your policy after the first 14 days, we will not refund any optional windscreen cover.

We do not refund any amount which is less than €30.

All premium refunds will only be issued as long as:

- a no claim or loss has arisen during the current period of insurance; and
- b we have received your certificate of insurance and insurance disc.

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 less any optional windscreen cover. You must return to us immediately your certificate of insurance and insurance disc to avoid any action we may take against you to recover them.

## Policy changes

4. You must:
  - a let us know the details of any new or replacement motor 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 motor 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.

5. You must tell us immediately if:
  - a you plan to make changes to the vehicle that improves its value, performance or attractiveness to thieves;

- 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 change occupation;
- g your driving licence or driving entitlements change (including your or any driver's licence changing from provisional to full);
- h you want to temporarily change your vehicle (this may be available if your vehicle is in for service or repair for up to two weeks at any one time and no more than eight weeks in a year, or for up to 24 hours for the purpose of test-driving a vehicle); or
- i there are changes to any other material fact.

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. A change to your policy, whether temporary or permanent, may result in us charging an extra premium. We will tell you about this when you tell us about the change. If you do not tell us about any relevant changes, we may:
 

- i. reject or reduce your claim; or
- ii. cancel the policy and treat it as though it has never existed.

6. If the terms of the policy change in any way, there may be an administration fee of €30. 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:
- no claim or loss has arisen during the current period of insurance; and
  - we have received all the documents we need to carry out the alteration.

## Claims

7. a You must report any accident, injury, loss or damage involving the vehicle or any other motor vehicle which is insured under this policy to us immediately (or by the next working day). We may send you an accident report form which you must fill in and return as soon as possible.



- In the event of loss of or damage to the vehicle 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.
- 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.
- You, or any insured person must immediately send us any correspondence relating to any incident without signing or 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.
- If you make a claim, we are entitled to instruct, and give information about you and your policy, to other people such as suppliers, private investigators and loss adjusters.
- You, or any insured person must not do anything to harm our interests.

- If you make a claim, we may appoint our own repairers to carry out any repair work.

8. 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.
9. 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.
10. If you are paying by instalments, you must pay the full yearly premium if a claim is made during the current period of insurance. We have the right to take any premium owed from any claim we may pay, which arises under this policy.

## Disputes between you and us

11. You may 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

12. You or any insured person must:
- take all reasonable steps to prevent accidents, injuries, loss or damage;

- protect the vehicle against loss or damage;
- give us access, at any reasonable time, to examine the vehicle;
- not leave the vehicle unlocked while unattended or leave the keys to the ignition with the vehicle while unattended; and
- make sure the vehicle is kept in a roadworthy condition and, if necessary, has a valid NCT certificate.

For example:

- the tyre tread depth must be within the legal limits;
- all lights and mirrors installed on the vehicle must be working properly; and
- the vehicle's brakes (front and back) must be working correctly.

## Drink and drugs

13. If an accident happens and:
- as a result you or any insured person is convicted of an offence involving alcohol or drugs;
  - you or any insured person is driving while unfit to do so due to alcohol or drugs; or
  - you or any insured person is driving after drinking alcohol and, three hours after the accident, the amount of alcohol in the breath, blood or urine is above the legal limit for driving;

then the cover provided in section 1 of the policy for loss of or damage to the insured vehicle will not apply.

## 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 sections 2 and 4 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 for the period when insurance under sections 2 and 4 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 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 'suspension' 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 by or used for a purpose not described in the certificate of insurance.
2. We will not provide cover if the insured person is entitled to claim or is covered under any other policy.
3. We will not cover the driver unless;
  - a they hold a valid licence to drive the vehicle; and
  - b they meet the conditions and any limits of the driving licence.
4. Any liability an insured person has under an agreement which they would not have had if the agreement did not exist.
5. 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 resulting from using the vehicle at any event during which the vehicle may be driven on a motor racing track, derestricted toll road (with no speed limit) or at any off-road event; or
6. We will not cover any loss, damage or legal liability directly or indirectly caused by:
  - a ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from burning nuclear fuel; or
  - b the radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.
7. We will not cover any loss or damage caused by war, riot, revolution, any act of terrorism or any similar event, unless we have to provide cover under the Road Traffic Act.



# Section 1 Loss of or damage to the insured vehicle

This section covers loss of or damage to the vehicle or its accessories and spare parts (whether on or in it, or in your private garage). We will choose whether to repair or replace the vehicle or any part of it or its accessories or spare parts, or pay to cover the amount of the loss or damage.

If replacement parts or accessories 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 and any extra cost above the manufacturer's European parts list price.

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. (Also see general condition 7.)

If the vehicle is under a hire-purchase or leasing agreement, we may repair or replace the vehicle or pay the legal owner for any loss or damage. We will then have no further liability for the loss or damage.

## Radio, audio and navigation equipment

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 the loss of or damage to mobile phones and their accessories or spare parts.

## Total loss claims

A total loss is where the vehicle is no longer economical to repair, cannot be repaired or has been stolen and not found.

If the vehicle is a total loss we will pay the market value of the vehicle immediately before the loss or damage happened.

The market value of the vehicle will be based on our engineer's assessment with reference to industry guides. The most we will pay will be the value of the vehicle shown in the schedule.

## New car replacement

If within 12 months of having bought the vehicle as new, it is damaged and the cost of repairs will be more than 60% of the manufacturer's list price, including taxes, or it is stolen and not recovered, we will replace it with a new vehicle of the same make and model. However, we will not pay for a replacement vehicle if the replacement cost is more than the value shown in the schedule.

We will only do this if a replacement vehicle is available in the Republic of Ireland and if you or the legal owner agree. If a replacement vehicle is not available, we will pay the market value of the vehicle immediately before the loss happened, as long as it is not more than the value in the schedule.

## 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 it to your address, as shown in the schedule.

## Loss of keys

If the car keys or lock transmitter of the vehicle are lost or stolen, we will pay the cost of replacing:

- a the door and boot locks;
- b the ignition and steering lock; and
- c the lock transmitter;

as long as we are satisfied that the person who may have your keys or transmitter knows where the vehicle is. The most we will pay is €850.

## Fire brigade charges

We will pay for local-authority charges (in line with the Fire Services Act 1981) for putting out a fire in your vehicle if the fire gives rise to a valid claim under the policy, or for removing the driver or passengers from your vehicle using cutting equipment. The most we will pay is €2,200.

## Personal accident – comprehensive cover only

We will pay you (the policyholder) or your legal representative €6,500 if you are accidentally injured while travelling in or getting into or out of the vehicle and within three months this injury alone results in:

- a death;
- b permanent loss of sight in one or both eyes; or
- c loss of one or more limbs.

The most we will pay in any one period of insurance is €6,500.

We will not pay this benefit for:

- a any injury or death resulting from suicide or attempted suicide; or
- b anyone who is convicted for driving while under the influence of drink or drugs at the time of the accident.

## Medical expenses – comprehensive cover only

We will pay for medical expenses up to €135 for each person injured if the vehicle is involved in an accident as long as there is no cover in force under another motor insurance policy.



### Hotel expenses – comprehensive cover only

If the vehicle cannot be driven after an accident or loss covered under section 1 of this policy, we will pay up to €65 for the driver (or €135 for all the people in the vehicle) towards the cost of hotel expenses for an overnight stop if this is necessary.

### Hire car after theft - comprehensive cover only

This benefit does not apply to vehicles used for public or private hire (taxi or hackney).

If your vehicle has been stolen and is not recovered within 24 hours, we will provide a replacement car for up to five days or until your car is recovered whichever is sooner.

It is your responsibility to make sure you meet the car hire conditions. These may include, but are not limited to, having a full driving licence without endorsements, paying a deposit by credit-card and returning the car to the pick-up point.

Once you tell us the registration number, the vehicle will be automatically insured under this policy. If the hire car is lost or damaged, we will decide how and where the car is repaired or replaced.

We will not pay for:

- a using the hire vehicle outside the territorial limits;
- b the cost of fuel;
- c collection and delivery charges;
- d any extra costs for using a car that is better than our standard hire car (our standard hire car is usually a class-A vehicle); or
- e any costs where the hire car is not returned on time.

### Courtesy car – comprehensive cover only

This benefit does not apply to vehicles used for public or private hire (taxi or hackney).

If your vehicle is repairable under this section of your policy, and if one is available, we may provide you with a courtesy car while your vehicle is being repaired by one of our recommended repairers. If your vehicle is not driveable but is repairable, we will aim to provide you with a courtesy car within three working days of accepting that you have a valid claim under this section of the policy.

Once you tell us the registration number, the courtesy car will be automatically insured under this policy, if it is supplied by one of our recommended repairers. If the courtesy car is lost or damaged, we will decide how and where the courtesy car is repaired or replaced.

We will not pay for:

- a a courtesy car if you do not agree to have your vehicle repaired at our recommended repairer;
- b using a courtesy car outside the territorial limits;
- c the cost of fuel;
- d collection and delivery charges;
- e any costs where the courtesy car is not returned on time after repairs have been carried out to your vehicle;
- f any extra costs for using a car that is better than our standard courtesy car (our standard courtesy car is usually a class-A vehicle); or
- g any costs where the courtesy car is not returned on time after we ask you to return it as we have decided your vehicle is a total loss.

### Exceptions to section 1

We will not cover:

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 or its accessories and spare parts caused by the contents or goods carried in or on it;
5. loss of or damage to personal belongings;
6. loss or damage as a result of deception or fraud;
7. loss or damage arising from theft or attempted theft if the vehicle is left unlocked or if the ignition key is left in or near your vehicle while it is unattended;
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 by any driver who has been disqualified from driving or has failed to give details of penalty points or motoring convictions (if any);
12. loss or damage due to any government, public or local authority legally taking, keeping or destroying your vehicle; or
13. the first amount, as shown in the schedule, of each claim (the 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. The employer or business partner of any person whose 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.

We will not pay more than €30,000,000 for damage to property arising from any one claim or number of claims arising out of one cause.

## Driving other cars

If your certificate of insurance says so, we will also cover you, the policyholder, for your liability to other people while you are driving any other private motor car which you do not own or have not hired under a hire-purchase or lease agreement, as long as:

1. the vehicle is not owned by your employer or hired to them under a hire-purchase or lease agreement;
2. you currently hold a full European Union (EU) licence;
3. the use of the vehicle is covered in the certificate of insurance;
4. cover is not provided by any other insurance;
5. you have the owner's permission to drive the vehicle;
6. the vehicle is in a roadworthy condition; and
7. you still have the insured vehicle and it has not been damaged beyond cost-effective repair.

This extension applies while being driven within the territorial limits and only to private passenger vehicles. It does not include:

- vans;
- car-vans;
- jeep-type vehicles with no seats in the back; or
- vans adapted to carry passengers.

## Trailers

We will extend the cover provided by this section to meet the requirements of the Road Traffic Act if you use any trailer which you own, have hired or have borrowed in connection with the vehicle insured under this policy. The terms, conditions and exceptions of the policy still apply.

## Legal costs

We will pay for the following legal costs related to an event which is covered by this section.

- a Fees for a solicitor we appoint to represent you at a coroner's inquest or fatal accident enquiry.
- b Fees for legal representatives that we ask to defend you against a charge of manslaughter or causing death by careless or dangerous driving if we decide there is a reasonable chance of success.

## Foreign use

Your policy provides the minimum cover you need by law to use the 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 minimum insurance requirements of the Commission of the European Union.

We will automatically extend this to provide your full policy cover (as shown in the schedule) for these countries for up to 93 days in any one period of insurance. The following cover does not apply while you are using your car abroad.

- Driving other cars (Section 2 – Liability to other people)
- Section 4 - Breakdown assistance

If you need cover for a longer period 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.

## Emergency treatment

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

## Exceptions to section 2

1. We will not cover loss of or damage to property owned by or in the charge of the insured person.
2. We will not provide cover if the insured person is entitled to claim payment or has cover under any other policy.
3. We will not cover damages to or loss of:
  - a any vehicle in connection with which we provide cover under this section;
  - b any trailer; or
  - c any mechanically-propelled vehicle which cannot be driven and is attached to a vehicle covered by this policy or any property carried in or on that trailer or mechanically-propelled vehicle.
4. We will not cover death or injury to any person which arises out of the course of their employment by any insured person, except where it must be covered under the Road Traffic Act.

## Section 3 Windscreen cover

This section only applies if it is shown in the schedule.

We will pay the cost of repairing or the cost (less the excess) of replacing damaged or broken glass in the windscreen or windows of the vehicle, as long as there has not been any other loss or damage.

Claims under this section will not affect your no-claims bonus.

If you need your windscreen repaired or replaced, you should call our approved windscreen specialists on the number shown opposite. We will only carry out a repair if it is safe to do so. The decision on the safest option will be made by the glass technician.

**We will need to confirm all claims before any repair or replacement work is carried out.**

### Exceptions to section 3

We will not pay for:

1. the excess shown in the schedule (the windscreen excess) – this excess will not apply if the glass is repaired and not replaced;
2. any amount over €150 (less the excess) for replacement or €50 for repair if the work is not carried out by our approved windscreen specialists;
3. any more than two claims under this section during the period of insurance;
4. damaged or broken glass in sunroofs, glass roofs or panoramic sunroofs;
5. damaged or broken glass to vehicles that are temporarily covered; or
6. damage caused by wear and tear or negligence.

24-hour windscreen helpline:

**1890 94 4410**

**00 800 88 0 88 228**  
(If calling from outside the Republic of Ireland)

## Section 4 Breakdown assistance

Using this breakdown assistance will not affect your no-claims bonus.

### Definitions

For the purpose of this section, the following definitions apply as well as those on page 3.

- a **You, your** – any person driving the vehicle who is driving with the policyholder's permission.
- b **Passengers** – all non-fare-paying passengers (not including hitch-hikers) in the vehicle at the time you need help.
- c **Labour** – the cost of the call-out and up to one hour's labour charged by the repairer we instruct, as long as the repair is carried out at the scene and not at the repairer's premises. A repair may only be carried out at the scene if the vehicle is in a safe position to do the repair.
- d **Breakdown** – mechanical breakdown, flat battery, fire, attempted theft, malicious damage, punctures that need help to fix or replace a wheel, lost keys, stolen keys, keys broken in the lock or locked in the vehicle.
- e **Vehicle** – the vehicle described in the schedule of this policy together with a towed caravan or trailer. Each must not weigh more than the maximum legal laden weight of 3,500kg and be no bigger than 7 metres long, 3 metres high and 2.25 metres wide.

### Benefits

If you cannot drive the vehicle as a result of a breakdown, we will arrange and pay for:

1. one hour's labour at the roadside or at your home; and

2. towing the vehicle to the nearest garage which can carry out an effective repair or to a garage of your choice, whichever is closer.

### Completing the journey

#### Breakdown in the Republic of Ireland and Northern Ireland

If the repairs cannot be completed where the vehicle broke down and you are away from home (at least 3 kilometres), we can arrange and pay up to €150 for one of the following.



1. Transport for you and your passengers to your intended destination within the territorial limits; *or*
2. use of a replacement vehicle for up to 48 hours while repairs are being carried out; *or*
3. bed-and-breakfast-only accommodation for one night only while repairs are being carried out, up to €35 for each person and €150 in total.

If the vehicle is repaired, we will provide the cost of public transport for you to collect the vehicle.

#### Breakdown in England, Scotland and Wales (including the Isle of Man and Channel Islands)

If the repairs cannot be completed where the vehicle broke down, we can arrange and pay for a replacement car for up to 48 hours, up to £100 sterling.

If the car cannot be repaired before the departure date, we will cover the cost of towing the car to the port you are leaving from, up to £250 sterling.

**The help provided depends on the options available to us at the time. Depending on the incident, we will decide what is the most suitable form of help. If you do not accept this decision, we will not pay more than the cost of the help we recommended.**

#### Message relay

We will pass on up to two urgent telephone messages for you.

#### Theft of a vehicle in Ireland

If the vehicle has been stolen and not recovered by the end of the working day that the theft occurred, we will arrange and pay to transport any insured person on one direct journey to the policyholder's address or original destination within the territorial limits.

#### Conditions to section 4

**We will not pay for any expense or help that has not been authorised through our 24-hour helpline.**

1. We will not be responsible to you if we are not able to provide the services set out in this section caused by the following.
  - a The car-hire conditions for replacement vehicles. These may include, but are not limited to, a full driving licence without endorsements, a credit-card deposit and the car being returned to the pick-up point.
  - b Government control or restrictions.
  - c Any other act or failure to act of any local, national or international public authority (including the Government), or any supplier, agent or other person.
  - d Labour disputes or difficulties.
  - e Any other cause beyond our reasonable control.
2. You must be with the vehicle when the repairer arrives. If you are not with the vehicle and our repairer cannot help you, you will have to pay for any further help you get.
3. The vehicle must be maintained in line with the manufacturer's recommendations and kept in a roadworthy condition.

#### Exceptions to section 4

We will not pay for any:

1. liability or loss arising from any act carried out in providing the assistance service;
2. expense you can claim from any other source;
3. breakdown resulting from a deliberate act committed by you;
4. cost of repairing the vehicle other than the labour;
5. cost of any parts, keys, lubricants, fluids or fuel needed for the vehicle;
6. claim caused by fuels or other flammable material, explosives or poisonous substances carried in the vehicle;
7. claim arising where the vehicle is carrying more passengers or towing a greater weight than which it was designed for, or from driving the car on unsuitable ground;
8. damage to the vehicle if you are locked out of the vehicle and we have to use force to get into it; or
9. more than three call-outs during each period of insurance.

24-hour breakdown assistance helpline:

**1800 70 60 80**

Republic of Ireland

**00353 91 560636**

Northern Ireland & United Kingdom

## 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](mailto: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  
3<sup>rd</sup> 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

### Who is responsible for your personal information?

We, Liberty Insurance dac in Ireland, are the registered 'data controller' for personal information held under the Data Protection Act 1988 as amended by the Data Protection (Amendment) Act 2003. This means we have certain responsibilities under the act to protect your information. You should show this notice to anyone who may also be covered by your insurance policy and make sure that you have their permission to share their information with us.

### What details do we collect and why?

We will use the information you provide, or we collect, to manage and handle your insurance queries, applications and any policy and related claims. This includes providing insurance for and handling claims with help from other companies in the Liberty Mutual Insurance Group. To provide you with products and services, we (or our agents or subcontractors) hold information in our systems. We may use your personal information for our business processes and activities including analysis, review, planning and business transactions, dealing with insurance or legal claims, and so we can meet our legal and regulatory responsibilities. We may record or monitor phone calls to protect you and for training and quality purposes.

### Sensitive details

We may need to collect sensitive personal information (such as information about physical or mental health or medical

conditions, criminal convictions and pending legal proceedings, and bankruptcy or debt details) about you and others named on the insurance policy and other people involved in a claim. By taking out a Liberty insurance policy or by giving us your personal information, including sensitive personal information, you will be agreeing that we, our agents, other insurers and the other people we describe in this notice may process this information.

### Credit-reference checks and fraud-prevention, anti-money laundering and counter-terrorism financing checks

We may check the information you provide against other information available to the public. (This could include information from the electoral roll and court judgments, bankruptcy or repossession and other insurance industry databases. This may involve carrying out checks for bankruptcy and other judgments, to prevent fraud, anti-money laundering and counter-terrorism financing checks. These checks will be governed by data-protection law and we may also need your permission.) We may share the results of these checks with other companies in the Liberty Mutual Insurance Group, other insurers and their agents, credit-reference agencies, fraud-prevention agencies and others concerned with fraud, the Garda Síochána, the police and other law-enforcement agencies, government agencies or regulatory authorities. We may use this information to help us assess risk and credit and in our insurance decisions and to meet our legal and regulatory responsibilities. Other companies in the Liberty Mutual Insurance Group may do the same for similar purposes.



## Statistics

We may change personal information so that you cannot be identified. That information will then not be covered by this notice or data-protection law. We may use it for insurance administration purposes including analysing trends, carrying out actuarial work, planning how we deliver services, assessing risk, costs and charges.

## What details do we share, who with and why?

We will only take instructions to change a policy from you, your husband, wife or civil partner or your parent. We will only take instruction to cancel a policy from you. In some cases we may deal with other people contacting us on your behalf as long as we have your permission. If you would prefer that we only deal with you, please let us know. In exceptional circumstances, we may need to deal with other people, for example, if you are incapacitated and if a next of kin contacts us in relation to your policy.

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

- our agents and service providers and other companies in the Liberty Mutual Insurance Group;
- other insurers, either directly or through people acting for us and them (such as loss adjusters or private investigators and solicitors);
- any agent acting for you;
- recognised trade, governing and regulatory organisations we belong to or are governed by;

- the police, other law-enforcement agencies, government agencies or regulatory authorities, and any other person or organisation if this is needed by law; and
- any other person, where necessary, to perform any insurance contract with you, so we can protect ourselves from risk or to make sure we meet with regulations or good governance.

We share information with the Insurance Link database, run by Insurance Ireland. This information includes identification details and the nature of any damage suffered by anyone involved in a claim, in some cases including the types of injuries. This information may be shared with other insurers or government authorities.

We use this service to help us authenticate the information provided so we can prevent fraud and protect customers and assess information at the underwriting stage (when we decide on risk and whether to provide insurance). This helps prevent multiple claims for the same injury or damage, helps us investigate fraud and check on the accuracy of information provided. If we find, by using Insurance Link, that previous claims have been made, we may share information on those claims. You can find more information on Insurance Link on their website, which is listed below.

We may also 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 (you can see more details on pages 25 and 26).

## Where are your details sent?

We will hold personal information in our data systems including those owned or managed by Liberty Mutual Insurance Group companies and our or their agents and other service providers. This information may be stored by cloud (internet storage providers) and may also be transferred outside of the European Economic Area including to Liberty Mutual Insurance Group companies. By using contractual agreements with our service providers, we make sure that no personal information is transferred outside of the EEA unless that country has an adequate level of protection in relation to processing personal information. By giving us personal information, you agree to the transfer, storing or processing of the information as outlined above.

## Contacting you

We may contact you with a reminder that your insurance is due to be renewed. We can do this in a number of ways, please see below. We will use the details you have given us to provide information about our products and services and those of other companies in the Liberty Mutual Group and other companies whose products and services may interest you. However, we will not do so if you have already told us you do not want this information. We may also use your information for these purposes after your policy has ended, unless you ask us not to.

### How we can contact you

From time to time we may contact you using the information you have provided in relation to our products and services in any of the following ways.

- By phone
- By post
- By email
- By text message
- Through digital applications (such as a mobile phone app)

### Why might you contact me?

We may contact you:

- about an enquiry you have made;
- with relevant offers for products or services;
- about your policy or quote;
- to ask for your feedback or views on the products and services we provide;
- to tell you about any important changes to our website; or
- if there is another genuine reason for doing so.

### How to opt out

You can change your mind at any time about receiving marketing information from us. Each time we contact you electronically with marketing information or a marketing message, you can choose not to receive further marketing information from us to that email address or phone number. This is known as an 'opt-out'. If you want to 'opt-out', please phone us on 1890 89 1890 or email us at [contact@libertyinsurance.ie](mailto:contact@libertyinsurance.ie). Please make sure you tell us about any changes to your marketing preferences for each address, email address or phone number you have registered with us which is affected.

## More information and contacting us

You can ask us for a copy of the information we hold about you by writing

to our Customer Services Manager (see contact details below) 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.

For a full copy of this notice, including more details on how we may use your personal information for credit-reference and fraud-prevention purposes, please see the **Security and Privacy Statement** which you can view by visiting **[www.libertyinsurance.ie/company/privacy-full.html](http://www.libertyinsurance.ie/company/privacy-full.html)**. Or, if you want to ask for a hard copy or have any questions about this notice, please contact our Customer Services Manager at Liberty Insurance, Dublin Road, Cavan, Co. Cavan or **[info@libertyinsurance.ie](mailto:info@libertyinsurance.ie)**.

You can find details about our responsibilities to you in terms of your information in the Data Protection Commissioner's Code of Practice on Data Protection for the Insurance Sector. See **[www.dataprotection.ie](http://www.dataprotection.ie)**.

You can get confirmation on what information is held about you and your previous claims on Insurance Link by visiting **[www.inslink.ie](http://www.inslink.ie)**.

Reference: GEIQMPPB1016



## In the event of an accident

- Contact our 24 Hour Claims Helpline on 1850 85 8530.
- Obtain contact details and insurance particulars for other parties involved and the names and addresses of any witnesses to the incident.
- To protect your legal rights, liability should never be admitted at any stage.
- Report all incidents to the Gardai immediately.

## Our commitment to you

- We understand that this can be a distressing time for you.
- Our priority, following your loss, is to ensure your claim's experience is fair, efficient, prompt and transparent.
- We will immediately appoint a dedicated person to manage all aspects of your claim at no cost to you.

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