



Your Private Motorcycle Insurance

Liberty Motorcycle Policy Booklet (Republic of Ireland)



Liberty
Insurance[®]

Useful telephone numbers -

Customer services

015534040

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

Claims helpline

015534020

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

Breakdown assistance
helpline

1800 70 60 80

00353 91 560636

(Northern Ireland & United Kingdom)

**Only applicable if noted on your
Schedule of Insurance**

Call this 24-hour number if you need roadside assistance, home-start, vehicle recovery or journey completion (refer to page 15 for terms and conditions). In the event of a road traffic accident call the claims helpline number above.

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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

A handwritten signature in black ink, appearing to read 'Stuart Trotter', written in a cursive style.

Stuart Trotter
Ireland Country Manager, Western European Markets

Liberty Seguros, Compania de Seguros Y Reaseguros, S.A, trading as Liberty Insurance is authorised by the General Directorate of Insurance and Pension Funds in Spain and is regulated by the Central Bank of Ireland for conduct of business rules. Liberty Insurance is registered in Ireland, registration number 904632. You can contact the Central Bank of Ireland on 0818 681 681.

Definitions

Accessories - items permanently attached to your motorcycle., but not including personal belongings, helmet, gloves and any other items you wear.

Business - your occupation as described in the schedule.

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

Customer Portal - the online account which allows you, on registration, to access information online relating to your policy.

Driving licence / licence - a legal document permitting a person to drive (full licence), or to learn how to drive (learner permit), a motor vehicle within the territorial limits of the policy. The driving licence must be valid and the holder of the driving licence must meet the limits and any conditions of this driving licence.

Excess - the first amount, that you must pay, of each claim for loss or damage. This excess amount is shown in the schedule of insurance.

Insurable interest - the legal requirement for you as the policyholder to be able to demonstrate an economic loss where the motorcycle you are insuring on this policy is lost, destroyed or damaged.

Market value - the cost of replacing the motorcycle with one of the same make, model and age and condition at the time of the accident or loss.

Material change - answers to any questions asked by us, during the quote process and during the lifetime of the policy, are deemed 'material' to the policy. If the position or answer, in relation to any of these questions, changes you must inform us without delay.

Payment Schedule - the document which outlines the payment of your premium by recurrent instalments.

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

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

Riding - in the charge of a person who has ridden, or will ride the motorcycle, even if they are not riding at the time.

Schedule of Fees and Charges - the document which lists all fees and charges on your policy.

Spouse / partner / common law partner - your husband or wife or civil partner recognised in law, or your partner living at the same address as you and sharing financial responsibilities with you.

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.

Terrorism - any act, or the use or threat of force, including but not limited to:

- (a) threat of or actual endangerment of the life of a person(s);
 - (b) threat of or actual serious violence against any person(s);
 - (c) threat of or actual damage to any form of property;
 - (d) creating a serious risk to the health and safety of the public;
- which is committed by any person(s) for political, religious or ideological purposes to influence any government or to intimidate, bully, pressurise or to put any member of the public in fear.

Vehicle/motorcycle - the motorcycle described in the schedule of insurance of this policy and any motorcycle:

- you have given us details of;
- we have provided a certificate of insurance for; and
- for which the insurance is still in place.

We, us - Liberty Insurance.

You, your - the person named as the insured in the schedule of insurance.

Your insurance cover

So you understand what you are covered for, please read this document, the schedule of insurance 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.

Third Party Only – section 1 of this policy applies.

Third Party Fire and Theft – Section 1,3 and 4 of this policy applies.

Comprehensive cover – Sections 1,2,3 , and 4 of this policy apply.

Breakdown - Section 5 applies if shown in the schedule of insurance.

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

Description of riders

Any person shown in the certificate of insurance can ride the motorcycle. Where 'any rider' is shown, please see the schedule for any restrictions.

No-claims bonus

Your premium is based on a number of factors including the no claims bonus (NCB) discount entitlement you advised us of when you purchased your policy of insurance. If your NCB discount is with another insurance company, we need proof of your NCB within twenty-one (21) days. If you do not send us the NCB proof within twenty-one (21) days or the NCB you send us differs from the NCB declared when you obtained your policy of insurance from us, we may adjust your premium to remove or recalculate the NCB discount applied and automatically apply a charge or refund to your premium, using the payment card (or, if applicable, bank account details) we retain securely on file. 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:

- one claim made for fire or theft damage in any one period of insurance
- claims for loss of keys if this cover is shown in your schedule of insurance
- claims made under Section 5 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

An introductory bonus may be applied where you have not earned an NCB but have previous named driving experience.

If we have applied an introductory discount to your first premium, due to driving experience you advised us of when you purchased your policy of insurance, we need proof of this driving experience within twenty-one (21) days. If you do not send us the proof within twenty-one (21) days, or the proof you send us differs from the driving experience you declared when you obtained your policy of insurance from us, we may adjust your premium to remove or recalculate the introductory bonus discount that was applied and automatically apply a charge or refund to your premium, using the payment card (or, if applicable, bank account details) we retain securely on file.

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 your policy is renewed. At that stage you can then start to earn an NCB for periods of insurance in which no claim arises.

If no claim arises during the period of insurance, the introductory bonus will apply when your policy is next renewed and at every renewal date until the introductory bonus equals or is less than the NCB reduction which would apply. The NCB 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 the 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; and
 - b you or any insured person meets all the terms, conditions and endorsements of this policy; and
 - c you have proven you have an insurable interest in the vehicle being insured.

Cancellation

2. You may cancel the policy at any time by telling us and returning the certificate of insurance.

If you want to cancel your policy within the first 14 working days, we will refund your premium for any period of insurance remaining.

If you cancel your policy after the first 14 working days, we will refund your premium for any period of insurance remaining, less an administration fee. Your cancellation administration fee is shown in your schedule of insurance.

All premium refunds may only be issued as long as we have received your certificate of insurance.

3. If you pay monthly 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 on time, we can cancel the policy by sending you 10 days' written notice by post or email. We will refund your premium for any period of insurance remaining.

If the amount you have paid at the cancellation date does not cover the premium owed, we have the right to recover the money that you owe.

We do not refund any amount which is less than the amount shown in your schedule of insurance.

All premium may only be issued as long as we have received your certificate of insurance.

4. We may choose to cancel the policy, 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 your certificate of insurance to avoid any action we may take against you to recover it.

Policy changes

5. You must:
 - a let us know the details of any new or replacement motorcycle before you buy or change motorcycles;

- b pay us any extra premium we may ask for as a result of the new or replacement motorcycle; and
- c let us know if you sell, dispose of or change ownership of the motorcycle. All cover for the motorcycle will end and you must return the certificate of insurance 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 motorcycle, the insurance will not apply to the motorcycle 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 motorcycle.

6. You must tell us immediately about any material change to your policy, as that change may require us to reassess your cover or move you to a more suitable policy option. Examples of material changes include;
- a the main user of the motorcycle changes;
 - b you or anyone covered by this policy are charged or convicted of a motoring offence or are notified of any pending prosecutions;
 - c you become aware of any medical or physical condition of any rider that may affect their ability to drive;
 - d you wish to use the motorcycle for any use not currently included in your certificate of insurance.

This is not a full list and you should tell us about any change if you are not sure whether it is material or not.

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

- i. reject or reduce your claim; or
 - ii. cancel the policy from the date of the change.
7. If the terms of the policy change in any way, there may be an administration fee. Your administration fee is shown in your schedule of insurance.
- We will not refund any amounts less than the amounts shown in your schedule of insurance. We will only refund any premium if we have received all the documents we need to carry out the alteration.
8. We will not refund any amounts less than €10, and we will not charge any amounts which are less than €10 which arise as a result of a change to the risk. We will only refund any premium if we have received all the documents we need to carry out the alteration.

Claims

9. a You must report any accident, injury, loss or damage involving the motorcycle or any other motorcycle which is insured under this policy to us immediately (or by the next working day). If you do not report any accident by the next working day after the occurrence, you may not have the full protection of your policy. If any delay in reporting a claim affects our ability to minimise our losses, we may invoke our the Rights of Recovery clause. We may send you an incident investigation sheet which you must fill in and return as soon as possible.

- b** Following loss of or damage to the motorcycle 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.
 - e** We will be entitled to take over and act in your name (or in the name of any other insured person) to defend or settle 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.
 - f** 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.
 - g** You or any insured person must not do anything to harm our interests.
 - h** If you make a claim, we may appoint our own repairers to carry out any repair work.
- 10.** 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.
- 11.** 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.
- 12.** You and anyone else acting for you or insured under this policy may lose all rights or partial rights under the policy if you or they make or attempt to make a fraudulent claim of exaggerated 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 motorcycle against loss or damage;
 - c** give us access, at any reasonable time, to examine the motorcycle;
 - d** not leave the motorcycle unlocked while unattended or leave the keys to the ignition with or near the motorcycle while unattended; and
 - e** make sure the motorcycle is kept in a roadworthy condition.

For example:

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

Drink and drugs

14. We will not provide cover for any accident, injury, loss, damage or liability if:
- a you or any insured person is driving while unfit to do so due to alcohol or drugs;
 - b 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 of the person driving is above the legal limit for driving; or
 - c as a result of the accident you or any insured person is convicted of, or has a prosecution pending for, an offence involving alcohol or drugs.

If an accident happens under any of the above, then:

- i the cover provided in section 2,3, and 4 of the policy for loss of or damage to the insured vehicle will not apply;
- ii you or any person driving must repay all the amounts we have paid to cover any claims arising from the accident; and
- iii we may cancel your policy.

Fraud and misrepresentation

15. You and anyone else acting for you or insured under this policy may lose all rights or partial rights under the policy if you or they:
- a provide fraudulent or misrepresentative information for example, an incorrect address, no-claims bonus, date of birth, licence, and so on when applying for, renewing or amending a policy;
 - b makes or attempts to make a fraudulent claim or exaggerate a claim;
 - c provide information to support a claim that is not true and complete;
 - d provide false or stolen documents;
 - e deliberately fail to tell us of some or all facts relating to a policy or claim; or
 - f make a claim for loss or damage caused by your or their deliberate or criminal act or omission or with your knowledge or involvement.
- g If, after a claim has been made under this policy, you become aware of information that would either support or impact the validity of that claim you must disclose such information to us.

We may also attempt to obtain a prosecution against you or any person acting for you or insured under this policy. If you provide fraudulent or misleading information, misrepresent or exaggerate a claim or provide false or stolen documents, we may also tell An Garda Síochána, other law-enforcement agencies, other companies in the Liberty Mutual Insurance Group, other insurers and their agents, credit-reference agencies, fraud-prevention agencies, government agencies, regulatory authorities and other organisations concerned with fraud.

Rights of recovery

16. If the law requires us to pay a claim which would not otherwise have been covered by your policy, we reserve the right to recover that amount from you or the person on whose behalf we made the payment.

Choice of law

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

Currency

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

Language and Communication Method

19. Your policy and all communications between you and us will be in English.
20. Except where we are required to send you a letter in the post for legal or regulatory purposes, we will issue all communications relating to your policy via email and/or via the Customer Portal. If you would prefer to receive information in paper and by post, please contact our Customer Services team.

Automatic Renewal

21. If you are signed up for automatic renewal, your policy will automatically renew. We will automatically use the card or bank account details that we retain securely on file to charge you for the renewal premium due on the renewal date. Your premium may change year on year.

If you are not signed up for automatic renewal and would like to sign up, you can contact us by phone or email to request this.

Your premium and the terms and conditions of your policy may change year on year. We will send you a renewal notice a minimum of twenty (20) working days before your renewal date.

You have the right to cancel the automatic renewal of your policy at any time before your renewal date. You must advise us before the renewal date by phone or by email if you do not wish to renew your policy.

Phone: 01 5534040

Email: LibertyPersonalSales@libertyinsurance.ie

If you cancel the automatic renewal of the policy, your cover will cease at the renewal date unless you advise us to renew the policy before the renewal date.

You can find more information at the website of the Competition and Consumer Protection Commission (ccpc.ie) and going to the 'Consumers' section (ccpc.ie/consumers).

- 22. If our attempts to take automatic payment for your renewal premium are declined, we reserve the right to cancel your policy.**
23. We reserve the right to stop your policy from automatically renewing. If we do this, we will send you a notification, before your renewal date, to advise that we are declining to renew your policy.

Payment options:

24. You can pay for your policy using your credit or debit card. You can pay in full or by monthly instalments. At renewal you can continue to pay by direct debit if, immediately before your renewal date, you were paying by direct debit.

25. Paying by credit or debit card

If you chose to pay for your new policy by credit or debit card on a monthly basis, you must pay a deposit and the balance in 10 (ten) monthly instalments, on the instalment date chosen by you at the time of purchase of your policy. The instalment date must be at least 5 (five) days after the date your policy starts.

When paying for your renewal by credit or debit card on a monthly basis, no deposit is required. Your renewal premium will be divided into 12 (twelve) monthly instalments with your due date of the first instalment being the date your policy falls due for renewal, and that same date each month thereafter.

These dates are also set out in your Payment Schedule. The Payment Schedule is available in the Customer Portal. Service charge will be payable on the monthly instalments. You can view the current service charge amount in the Schedule of Fees and Charges available before purchase and in your annual policy documents. These are available in the Customer Portal.

If you pay by credit or debit card, you authorise us and the payment service provider appointed by us to use the card details provided, to charge your card (i) with the agreed amount on the date of purchase and (ii) if you are paying monthly, with the agreed amounts on the monthly instalment dates.

26. If you are paying for your policy monthly, you must make sure that your payments are kept up to date and advise us of any change to your card or bank account details that might affect our ability to charge your card or bank account for the agreed amounts. If you do not advise us of a change to your card or bank account details and this results in a missed payment, or you miss a payment for any other reason, we may cancel your policy in accordance with the Cancellation section of the general conditions. All premiums we quote include all statutory charges.

Retention and Use of Payment Information

27. We may retain and use the payment card or bank account details provided to us, for purposes relating to the administration of your policy. Such purposes include:

- i Automatically charging the renewal premium where your policy automatically renews, unless you advise us that you do not wish to renew your policy and do so before your renewal date has passed;
- ii Applying any charge related to any change you make to your policy during the period of insurance which results in an adjustment to your premium or the application of an administration fee; and
- iii Automatically applying a charge, if we become aware that certain information provided by you when purchasing your policy (for example the NCB), and used by us to calculate your premium, is inaccurate and this results in an adjustment to your premium or in the application of an administration fee.

We will notify you in advance before we apply any charge automatically, without your express authorisation, to your card or via direct debit method. If you pay monthly, the notification of your monthly instalments will be provided in the form of the Payment Schedule, available in the Customer Portal. It is important that you advise us of any change to your contact details.

We may receive automatic updates from your bank to keep the payment card information we retain and use up to date. This does not take away from your responsibility to advise us of any change to your payment card information that might affect our ability to charge your card for the notified amounts.

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 motorcycle is being ridden 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 rider unless;
 - a they hold a valid licence or valid learner permit to ride the motorcycle and or not currently banned from riding; 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 motorcycle to carry passengers or goods in a way likely to affect the safe driving or control of the motorcycle; or
 - e resulting from using the motorcycle at any event during which the motorcycle may be ridden on a motor-racing track, derestricted toll road (with no speed limit) or at any off-road event.

However, we will provide cover to meet the requirements of the Road Traffic Act.

6.
 - a We will not cover any loss, damage or legal liability directly or indirectly caused by:
 - ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from burning nuclear fuel; or
 - the radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.
 - b Any damage or liability caused by using the motorcycle in or on any area where aircraft normally land, take off, move or park.
7. We will not cover any loss, damage or legal liability caused directly or indirectly by terrorism, other than where we must provide cover under the relevant road traffic legislation. Terrorism is defined as any act, or the use or threat of force, including but not limited to:
 - a threat of or actual endangerment of the life of a person(s);
 - b threat of or actual serious violence against any person(s);
 - c threat of or actual damage to any form of property;

General exceptions which apply to the whole policy

d creating a serious risk to the health and safety of the public; which is committed by any person(s) for political, religious or ideological purposes to influence any government or to intimidate, bully, pressurise or to put any member of the public in fear.

However, we will provide cover to meet the requirements of the Road Traffic Act.

Section 1 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 riding the motorcycle who is entitled to do so under your current certificate of insurance (other than any person in the motor trade riding the motorcycle 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 motorcycle does not belong to that person and is not hired or leased by or to them.
4. Any person using (but not riding) the motorcycle with your permission for social, domestic and pleasure purposes.
5. Any person travelling on or getting onto or off the motorcycle.
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 motorcycle.

We will not pay more than €10,000,000 for damage to property arising from any one claim or number of claims arising out of one cause.

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 Fees for a solicitor we appoint to represent you at a coroner's inquest or fatal accident enquiry.
- b Fees for a legal representative 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 motorcycle 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 the European Union.

We will automatically extend this to provide your full policy cover (as shown in the schedule of insurance) 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 motorcycle abroad:

- Section 5 Breakdown assistance (if it is shown in your schedule of insurance).

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.

Certain requests may not be acceptable.

Emergency treatment

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

Exceptions to section 1

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 loss of or damage to any motorcycle in connection with which we provide cover under this section.
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 2 Own Damage

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

We will pay for loss of or damage to the motorcycle or its accessories and spare parts (whether on it or in your private garage).

We will choose whether to repair or replace the motorcycle or any part of it or its accessories and spare parts, or pay cash to cover the amount of the loss or damage.

The most we will pay will be the value declared by you or the market value of the motorcycle immediately before the loss or damage happened, whichever is the lower.

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 and any extra cost above the manufacturer's European parts list price.

If your motorcycle is three years old or more, or if it has been imported, we may decide to repair it with parts which have not been made by your motorcycle's manufacturer, but are of a similar standard.

You must let us know immediately about any incident involving loss or damage to the motorcycle. You must not pay or agree to pay any expenses to repair any damage without getting our agreement beforehand. (See general condition 9.)

If the motorcycle 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 claims made under this section the following benefits apply:

Total loss claims

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

If the motorcycle is a total loss, we will pay either the value declared by you or the market value of the motorcycle immediately before the loss or damage happened, whichever is the lower.

The market value of the motorcycle will be based on our engineer's assessment with reference to industry guides.

Accident recovery

We will also pay the reasonable cost of protecting the motorcycle and moving it to the nearest repairer if, as a result of any loss or damage insured under this section, the motorcycle cannot be ridden. We will pay storage up to a maximum cost of €300. 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.

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 motorcycle if the fire gives rise to a valid claim under the policy.

The most we will pay is €2,200.

Medical expenses

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

Loss of keys

You can pay an extra premium to have loss of keys cover. This cover applies if shown in your schedule of insurance.

If the motorcycle keys are lost or stolen, we will pay the cost of replacing:

- a** the ignition and steering lock; and
- b** the lock transmitter;

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

Exceptions to section 2

We will not pay for:

1. loss of value, depreciation, 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 of the motorcycle or other indirect loss such as travel costs or loss of earnings;
4. loss of or damage to accessories or spare parts, unless your motorcycle is stolen or damaged at the same time;
5. loss of or damage to personal belongings (for example helmets or protective clothing);
6. loss or damage as a result of deception or fraud;
7. loss or damage arising from theft or attempted theft while your motorcycle is unattended, as a result of:
 - a leaving the ignition key in or on your motorcycle; or
 - b not using a security device (such as an immobiliser) that you have told us is fitted to your motorcycle;
8. damage to paintwork above the cost of replacing the manufacturer's standard paintwork;
9. loss of or damage to the motorcycle if it is taken or ridden without your permission by a member of your family or anyone who normally lives with you, unless they are prosecuted for taking the motorcycle without your permission;
10. any part of a repair or replacement which improves your motorcycle beyond its condition before the loss or damage took place;
11. loss or damage resulting from using your motorcycle in a rally, competition, track day or trial;
12. loss or damage as a result of the motorcycle being filled with the wrong fuel;
13. loss or damage by any rider who has been disqualified from riding or has failed to give details of penalty points or motoring convictions (if any);
14. loss or damage due to any government, public or local authority legally taking, keeping or destroying your motorcycle;
15. the cost of parts or the cost of importing parts or accessories for your motorcycle from outside the European Union;
16. for all non-European or imported motorcycles we will only pay the cost of parts available for a similar standard European model readily available in the Republic of Ireland market. or
17. the first amount, as shown in the schedule, of each claim (the excess).

Section 3 Fire cover

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

This section covers loss of or damage to the insured motorcycle or its accessories and spare parts (whether on or in it, or in your private garage), as a result of fire, lightning or explosion. We will choose whether to repair or replace the motorcycle or any part of it or its accessories or spare parts or pay to cover the amount of the loss or damage.

Where indemnity is provided under the policy requiring the replacement of any part(s) in order to repair the insured motorcycle, where such part(s) are not obtainable or are out of stock from the manufacturer's European representatives or agents, then the policyholder shall bear the cost of such replacement over and above the price indicated in the latest manufacturer's price list.

If your motorcycle is three years old or more, or if it has been imported, we may decide to repair it with parts which have not been made by your motorcycle's manufacturer but are of a similar standard. You must let us know immediately about any incident involving loss or damage caused by fire, lightning or explosion to the motorcycle. You must not pay or agree to pay any expenses to repair any damage without getting our authority beforehand. (Also see general condition 9).

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

For claims made under this section the following benefits apply:

Total loss claims

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

If the motorcycle is a total loss, we will pay either the value declared by you or the market value of the motorcycle immediately before the loss or damage happened, whichever is the lower. The market value of the motorcycle will be based on our engineer's assessment with reference to industry guides.

Accident recovery

We will also pay the reasonable cost of protecting the motorcycle and moving it to the nearest repairer if, as a result of any loss or damage insured under this section, the motorcycle cannot be ridden. We will pay storage up to a maximum cost of €300. 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.

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 motorcycle if the fire gives rise to a valid claim under the policy. The most we will pay is €2,200.

Loss of keys

You can pay an extra premium to have loss of keys cover. This cover applies if shown in your schedule of insurance. If the motorcycle keys are lost or stolen, we will pay the cost of replacing:

- a the ignition and steering lock; and
- b the lock transmitter;

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

Exceptions to section 3

We will not pay for:

1. loss or damage which is not caused by fire, lightning or explosion.
2. loss of value, depreciation, wear and tear, mechanical, electrical, electronic, computer or computer software failure or breakdown;
3. loss of use of the motorcycle or other indirect loss such as travel costs or loss of earnings;
4. loss of or damage to the motorcycle 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 (for example helmets or protective clothing);
6. loss or damage as a result of deception or fraud;
7. damage to paintwork above the cost of replacing the manufacturer's standard paintwork;
8. any part of a repair or replacement which improves your motorcycle beyond its condition before the loss or damage took place;
9. loss or damage resulting from using your motorcycle in a rally, competition, track day or trial;
10. loss or damage as a result of the motorcycle being filled with the wrong fuel;
11. loss or damage by any rider who has been disqualified from riding 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 motorcycle.
13. loss or damage if any learner permit driving or in charge of the motorcycle is not accompanied by a full driving licence holder in accordance with the Road Traffic Acts and any other regulations which apply to such learner permit holders

- 14.** the cost of parts or the cost of importing parts or accessories for your motorcycle from outside the European Union;
- 15.** for all non-European or imported vehicles we will only pay the cost of parts available for a similar standard European model readily available in the Republic of Ireland market.or
- 16.** the first amount, as shown in the schedule, of each claim (the excess).

Section 4 Theft cover

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

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

Where indemnity is provided under the policy requiring the replacement of any part(s) in order to repair the insured motorcycle, where such part(s) are not obtainable or are out of stock from the manufacturer's European representatives or agents, then the policyholder shall bear the cost of such replacement over and above the price indicated in the latest manufacturer's price list.

If your motorcycle is three years old or more, or if it has been imported, we may decide to repair it with parts which have not been made by your motorcycle's manufacturer but are of a similar standard. You must let us know immediately about any incident involving loss or damage caused by theft or attempted theft to the motorcycle. You must not pay or agree to pay any expenses to repair any damage without getting our authority beforehand. (Also see general condition 9).

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

For claims made under this section the following benefits apply:

Total loss claims

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

If the motorcycle is a total loss, we will pay either the value declared by you or the market value of the motorcycle immediately before the loss or damage happened, whichever is the lower. The market value of the motorcycle will be based on our engineer's assessment with reference to industry guides.

Accident recovery

We will also pay the reasonable cost of protecting the motorcycle and moving it to the nearest repairer if, as a result of any loss or damage insured under this section, the motorcycle cannot be ridden. We will pay storage up to a maximum cost of €300. 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.

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 motorcycle if the fire gives rise to a valid claim under the policy. The most we will pay is €2,200.

Loss of keys

You can pay an extra premium to have loss of keys cover. This cover applies if shown in your schedule of insurance.

If the motorcycle keys are lost or stolen, we will pay the cost of replacing:

- a the ignition and steering lock; and
- b the lock transmitter.

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

Exceptions to section 4

We will not pay for:

1. loss or damage which is not caused by theft or attempted theft.
2. loss of value, depreciation, wear and tear, mechanical, electrical, electronic, computer or computer-software failure or breakdown;
3. loss of use of the motorcycle or other indirect loss such as travel costs or loss of earnings;
4. loss of or damage to accessories or spare parts, unless your motorcycle is stolen or damaged at the same time;
5. loss of or damage to personal belongings (for example helmets or protective clothing);
6. loss or damage as a result of deception or fraud;
7. loss or damage arising from theft or attempted theft while your motorcycle is unattended, as a result of:
 - a leaving the ignition key in or on your motorcycle; or
 - b not using a security device (such as an immobiliser) that you have told us is fitted to your motorcycle;
8. damage to paintwork above the cost of replacing the manufacturer's standard paintwork;
9. loss of or damage to the motorcycle if it is taken or ridden without your permission by a member of your family or anyone who normally lives with you, unless they are prosecuted for taking the motorcycle without your permission;
10. any part of a repair or replacement which improves your motorcycle beyond its condition before the loss or damage took place;
11. loss or damage resulting from using your motorcycle in a rally, competition, track day or trial;
12. loss or damage as a result of the motorcycle being filled with the wrong fuel;

13. loss or damage by any rider who has been disqualified from riding or has failed to give details of penalty points or motoring convictions (if any);
14. loss or damage due to any government, public or local authority legally taking, keeping or destroying your motorcycle;
15. the cost of parts or the cost of importing parts or accessories for your vehicle from outside the European Union;
16. for all non-European or imported vehicles we will only pay the cost of parts available for a similar standard European model readily available in the Republic of Ireland market.or
17. the first amount, as shown in the schedule, of each claim (the excess).

Section 5 Breakdown assistance

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

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 motorcycle who is driving with the policyholder's permission.
- b **Passengers** – all non-fare-paying passengers (not including hitch-hikers) on the motorcycle 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 or electrical breakdown, 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 running out of fuel.
- e **Vehicle** – the motorcycle described in the schedule
- f **Territorial limit** – Island of Ireland.

Benefits

If you cannot drive the motorcycle 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 motorcycle to the nearest garage which can carry out an effective repair or to a garage of your choice, whichever is closer.

Completing the journey

If the repairs cannot be completed where the motorcycle broke down and you are away from home, we can arrange and pay for one of the following.

1. Transport for you and your passenger to your intended destination, within the territorial limits, up to €35 for each person and €70 in total; or
2. bed-and-breakfast only accommodation for one night only while repairs are being carried out, up to €35 (£35) for each person and €70 (£70) in total.

The help provided depends on the options available to us at the time you contact us.

Message relay

We will pass on two urgent messages for you.

24-hour breakdown assistance helpline

1800 70 60 80

00353 91560636

Northern Ireland & United Kingdom

Conditions to section 5

We will not pay for any expense or help that we have not 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 Government control or restrictions.
 - b 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.
 - c Labour disputes or difficulties.
 - d Any other cause beyond our reasonable control.
2. You must be with the motorcycle when the repairer arrives. If you are not with the vehicle and our repairer cannot help you, you will have to pay the costs of any further help.
3. You must give the policy number when calling for assistance. If your policy cover can't be confirmed on the call, your credit / debit card details will be required.
4. We may refuse to help you if, the driver is clearly under the influence of drugs or alcohol or if the repairer cannot get to the motorcycle to provide help.
5. We cannot recover motorcycles if they have been modified or are being used for racing, trials or rallying.
6. You must maintain the motorcycle in line with the manufacturer's recommendations and keep it in a roadworthy condition.
7. We will not provide cover for any more than three breakdowns during the period of insurance.

Exceptions to section 5

We will not pay for:

1. any liability or loss arising from any act carried out in providing the assistance service;
2. expenses you can claim from any other source;
3. a breakdown resulting from a deliberate act committed by you;
4. the cost of repairing the motorcycle other than the labour;
5. the cost of any parts, keys, lubricants, fluids or fuel needed for the vehicle;
6. any claim caused by fuels or other flammable material, explosives or poisonous substances carried on the vehicle; or
7. claim arising if the motorcycle is carrying more passengers than it was designed for, or from driving the motorcycle on unsuitable ground.

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 write to 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:
Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29.
Tel: (01) 567 7000
Email: info@fspoi.ie
Website: www.fspoi.ie

Alternatively, any dispute between you and us about our liability for a claim or the amount to be paid, where the amount of the claim is €5,000 or more, must be referred within 12 months of the dispute arising, to an arbitrator appointed jointly by you and us. If we cannot agree on an arbitrator, the President of the Law Society of Ireland will appoint an arbitrator. If you do not refer such a dispute to arbitration within 12 calendar months of the dispute arising, the claim shall be deemed to have been abandoned.

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.

Privacy

Liberty Seguros, Compañía de Seguros y Reaseguros, S.A., (trading in Ireland as Liberty Insurance), is the data controller of your personal data, which will be processed in order to provide our insurance services to you, as well as to comply with our legal obligations. In addition, where you have told us that you are happy to receive marketing information from us (or that you don't object to it), we will process your personal data in order to send you marketing communications about Liberty Seguros' products. You may exercise your rights to access, rectify, erase, restrict, object to the processing of your data or revoke your consent, among other data protection rights, by sending an email to DataProtectionOfficer@libertyinsurance.ie. You can find more information on the processing of your personal data, as well as regarding data recipients in our Customer Data Privacy Notice, which you may either request by email to DataProtectionOfficer@libertyinsurance.ie or find in our website.

Customer Conduct

Our staff members come to work to provide great customer service, to listen to concerns and treat all customers fairly and with courtesy. We also expect our staff members to be treated with respect and therefore will not tolerate unreasonable, abusive or threatening behaviour.

Unreasonable conduct can include:

- Threats of violence, abuse of staff members, rude, offensive or aggressive conduct;
- Unreasonable persistence;
- Unreasonable demands;
- Unreasonable lack of co-operation;
- Unwillingness to comply with Liberty procedures.

Staff members who directly experience unreasonable behaviour may deal with the behaviour at the time of the incident in a manner they consider appropriate which may include politely terminating a conversation. These decisions will only be made in exceptional circumstances and where all reasonable efforts have been made to find an alternative solution.

If the unreasonable behaviour continues, we may regretfully have to take action to restrict unnecessary contact. The decision to restrict contact will only normally be taken after we have reviewed the service given by to the customer. Any restrictions put in place will be appropriate and proportionate.

In the event of an accident

- Contact our 24 Hour Claims Helpline on 01 5534020.
- 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.

Liberty Insurance,
Dublin Road,
Cavan, Ireland

Tel: 01 5534040F (ROI)

www.libertyinsurance.ie