

# Your Private Motorcycle Insurance

Policy Document (Republic of Ireland)



**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.

**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 16 for more details). In the event of a road traffic accident call the claims helpline number above.

**Contents**

Introduction..... 2

Definitions..... 3

Your insurance cover..... 4

General conditions which apply to the whole policy ..... 6

General exceptions which apply to the whole policy ..... 11

Section 1 Loss of or damage to the insured motorcycle..... 12

Section 2 Liability to other people ..... 14

Section 3 Breakdown assistance..... 16

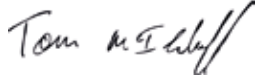
Customer care ..... 18

Summary data protection notice..... 19

# 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



**Tom McIllduff**

**CEO Western European Markets**

Liberty Seguros, Compañía 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 1890 77 77 77.

# Definitions

- a **You, your** – the insured named in the policy schedule.
- b **We, us** – Liberty Insurance.
- c **Your business** – your occupation as described in the schedule.
- d **Your / the motorcycle** – the motorcycle described in the schedule 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.
- e **The motorcycle** – a mechanically-propelled two-wheeled vehicle with or without a sidecar.
- f **The certificate of insurance** – the document which is evidence that you have taken out the insurance needed by law.
- g **The period of insurance** – the period shown in the schedule and any further period for which we agree to insure you.
- h **Territorial limits** – Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands, or while the motorcycle is being transported by sea, air or rail (including loading or unloading) between these places.
- i **Riding** – in the charge of a person who has driven, or will drive, the motorcycle, even if they are not driving at the time.
- j **Market value** – the cost of replacing the motorcycle with one of the same make, model and similar age and condition at the time of the accident or loss.
- k **Accessories** – items permanently attached to your motorcycle. Helmet, gloves and any other items you wear are not included.

# 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 and 2 of this policy apply.

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

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

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



## Description of riders

Any person shown in the certificate of insurance can ride the motorcycle. 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

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.

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

- claims made under Section 3 Breakdown Assistance; or
- payments (including costs and expenses) which we later get back in full

## 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 motorcycle 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 (the proposal and declaration form the basis of this contract between us and you); and
  - b you or any insured person meets all the terms, conditions and endorsements of this policy.

## Cancellation

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

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 you cancel your policy 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 below. The 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.

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.

- 3 We may choose to cancel the policy, without giving you a reason, by sending you 10 days' written notice to your last known address. We will refund your premium for any period of insurance remaining. You must return to us immediately your certificate of insurance to avoid any action we may take against you to recover it.

## Policy changes

- 4 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 or get rid 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.

- 5 You must tell us immediately if:
  - a you plan to make changes to the motorcycle that improve its value, performance or attractiveness to thieves;
  - b you want to use the motorcycle for any use not included in your certificate of insurance;

- c you change the address at which you normally keep the motorcycle;
- d you or anyone covered by this policy is charged or convicted of a motoring offence;
- e you become aware of any medical or physical condition of any rider that may affect their ability to drive;
- f you or any rider change occupation; or
- g there are changes to any other material fact.

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

- 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 €25. We do not refund any amounts less than €30, and we will not charge any extra amounts less than €30. We will only refund any premium if:
- a no claim or loss has arisen during the current period of insurance; and
  - b we have received all the documents we need to make the alteration.

## Claims

- 7 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). We may send you an accident report form 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. 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.

- e If you make a claim, we are entitled to instruct and to give information about you and your policy to other people such as suppliers, private investigators and loss adjusters.
  - f You or any insured person must not do anything to harm our interests.
  - g If you make a claim, we may appoint our own repairers to carry out any repair work.
- 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 you make a claim during the current period of insurance. We have the right to take any premium owed from any claim we may pay.

## Disputes between you and us

- 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:
- 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 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

- 13 If an accident happens and:
- a as a result you or any insured person is convicted of an offence involving alcohol or drugs;

- b you or any insured person is driving while unfit to do so due to alcohol or drugs; or
  - c 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 this policy for loss of or damage to the insured motorcycle will not apply.

## Fraud

- 14 You and anyone else acting for you or insured under this policy may lose all 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 act fraudulently 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 act or with your knowledge or involvement.

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

- 15 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

- 16 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

- 17 All money paid under this policy will be paid in euros.

### Language

- 18 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 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 to ride the motorcycle; 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.
- c War, riot, revolution, any act of terrorism or any similar event.

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

## Section 1 Loss of or damage to the insured motorcycle

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

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 market value of the motorcycle immediately before the loss or damage happened, but not more than the value as shown in the schedule.

If replacement parts are not available or are out of stock from the manufacturer's European representative or agents, you will have to pay the extra cost of transporting them from elsewhere. If your vehicle 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 vehicle'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 7.)

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.

### 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 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.

### Exceptions to section 1

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

### Foreign use

As well as providing cover in the territorial limits, we will also provide 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.

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

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

### 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 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 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 3 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 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 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.

### Conditions to section 3

**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 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.
- 4 We cannot recover motorcycles if they have been modified or are being used for racing, trials or rallying.
- 5 You must maintain the motorcycle in line with the manufacturer's recommendations and keep it in a roadworthy condition.
- 6 We will not provide cover for any more than three breakdowns during the period of insurance.

24-hour breakdown assistance helpline:

**1800 70 60 80**

Republic of Ireland

**00353 91 560636**

Northern Ireland & United Kingdom

### Exceptions to section 3

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](mailto: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@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.ie)

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.

## Summary Data Protection Notice

At Liberty Insurance, we take your privacy seriously and we aim to be clear about how we use Personal Data\* relating to you. This Summary Data Protection Notice applies to the processing of personal data in the context of our activities in Ireland and gives you important information about **how** and **why** we process Personal Data\*. It includes the requirements of the General Data Protection Regulation\*. For more detailed information please see our Data Protection Notice at [www.libertyinsurance.ie/GDPR](http://www.libertyinsurance.ie/GDPR).

The Privacy Terminology Explained section of the Data Protection Notice helps to explain any terms marked with a \*, that may be unfamiliar to you.

### 1. Who we are and how to contact us

When we refer to Liberty Insurance in this Summary Data Protection Notice we mean, Liberty Seguros Compania de Seguros Y Reaseguros S.A., with its address at Paseo de las Doce Estrellas 4, 28042 Madrid, Spain, registered as a branch in Ireland (as Liberty Insurance) with Irish branch number 904632 and branch address at Dublin Road, Cavan. Co. Cavan, Ireland.

You can contact us on 1890 944 412 if you have any questions about how your Personal Data\* is processed\* by us.

### 2. Personal Data\* we use and where we get this data from

As an insurance company we need to collect many categories of Personal Data\* (about you and other parties) for the purposes set out in this notice. The types of Personal Data\* we collect and process about you:

a. Types of Personal Data	Details
<b>Individual details</b>	Name, address (including proof of address), other contact details, gender, marketing preferences, marital status, occupation, date of birth, financial details, IP address*, metadata*, vehicle registration number, and family details including their relationship to you.
<b>Identification details</b>	Identification numbers issued by government bodies or agencies, including your PPS Number, (or your National Insurance Number if you are in Northern Ireland or Great Britain) driver identity number, driving licence number, vehicle identification number, passport number and tax identification number.

<b>Risk details</b>	Information about you which we need to collect in order to assess the risk to be insured and provide a quote. This can include data relating to your criminal convictions, your claims history, your vehicle details and history to include NCT/MOT status, taxation and import status, driving licence, history and experience, your health, or other Special Categories of Data* as explained in more detail below. For more detailed information please see Section 2 of our Data Protection Notice.
<b>Policy information</b>	Information about the quotes you receive and policies you take out.
<b>Claims information</b>	Information about previous and current claims, (including other unrelated insurances), which may include data relating to your relevant criminal convictions, your health (e.g. injuries and relevant pre-existing conditions) or other Special Categories of Data* mentioned above.
<b>Credit and anti-fraud data</b>	Credit history, credit score, sanctions and criminal convictions, and information received from various anti-fraud databases relating to you.

### b. Special Categories of Personal Data\* and Criminal Convictions Data

Special Categories of Data\* and personal data relating to criminal convictions and offences are treated slightly differently to other Personal Data\*, as there could be a greater impact if there was unauthorised use of this data, and therefore greater protection is needed. In the table below we show the Special Categories of Data\* and Criminal Conviction Data we collect and use:

<b>Special Categories of Data*</b>	Information about your health
<b>Criminal Convictions Data and offences including penalty points</b>	Details relating to any unspent criminal convictions/ offences you and anybody else covered under your policy may have or have committed.

### c. Where we may collect your Personal Data\* from

We may collect your Personal Data\* from various sources, including:

- you;
- your family members;
- a joint proposer\* or anyone else insured under the policy;
- your insurance broker or intermediary;
- legal representative of a minor;
- your employer or representative which includes anyone who you have authorised to act on your behalf such as a legal representative or a translator;

- anti-fraud databases, court judgements and other databases;
- risk assessment service providers;
- geographical databases and insurance industry bodies and their databases including the Insurance Link database (you can obtain confirmation on what information is held about you and your previous claims on Insurance Link by visiting [www.inslink.ie](http://www.inslink.ie)), Employers' Liability Tracing Office (if you are in the United Kingdom) and Cache (if you are in the United Kingdom);
- publicly available information including social media websites and online content, tv, radio and other media content and court judgments;
- third parties including the other party to a claim, witnesses, experts (including medical experts), loss adjustors, repairers, loss assessors, investigators, medical and legal practitioners, an Garda Síochána, the police, and other law-enforcement agencies, claims management firms and solicitors;
- Government agencies, statutory bodies (and their databases including the National Vehicle and Drivers File (NVDF) and the IIDS (Integrated Information Data Service) including the Motor Insurance Bureau of Ireland (we may also get information from the UK entity Motor Insurance Bureau) and the Personal Injuries Assessment Board;
- other insurers; and
- any other records which we may hold about you if you have or had any other contracts of insurance with or sought a quote from a Liberty Group company.

When we provide you with a quote or renew your policy of motor insurance, we access the NVDF and IIDS controlled by the Department of Transport, Tourism and Sport to validate driver numbers and number of penalty points per driver.

For more information on what categories of Personal Data\* we collect from what sources, please see Section 2 of our Data Protection Notice.

## 3. Why we process your Personal Data\* and what our legal basis for doing so is

### a. Legal basis for processing\* your information.

We are required to tell you the lawful reason for processing\* your data. These are called the Legal Basis for Processing\*. These are:

- a. the use is necessary for the performance of your insurance policy or in order to take steps at your request prior to entering the policy (such as providing a quote);
- b. the use is necessary to comply with our legal obligations;
- c. you have consented to us using your information in such a way;
- d. the use is necessary for the purpose of our legitimate interests of managing our business;
- e. under Irish Data Protection law we are permitted to use health data in connection with your insurance policy.

**We will not prejudice your rights when processing\* your information for our legitimate interests, however you have a right to object to us processing\* your Personal Data\* on this basis if you wish.**



#### **b. The purpose of processing\* your information. The associated Legal Basis for Processing\* (from section 3a) is in brackets beside each.**

- To assess insurance needs and the nature and level of risk associated with the proposed insurance policy to determine eligibility and premium (we only use your policy information for this purpose) – (a)
- To verify identity (we only use your individual details for this purpose) – (a, b, d)
- To verify the accuracy of the information we receive (we only use your identification details for this purpose) – (a, b)
- To administer and manage your policy – (a)
- To make or receive any payments, whether in relation to your policy, a claim or any other reason and to make decisions regarding deferred payment arrangements – (a, b)
- To provide customer loyalty programmes and value added services – (c, d)
- To inform you of other products and services that may be of interest – (c)
- To carry out market and customer research\* – (d)
- For staff training, performance reviews, records and discipline – (d)
- To manage and investigate complaints – (a)
- To manage and investigate claims – (a, b)
- Statistical analyses within the EEA\* – (d)
- For reporting purposes within Liberty Mutual group of companies\* – (d)
- For reinsurance\* purposes – (d)
- For compliance with all relevant laws and regulations – (b)
- In order to store Personal Data\* – (a, b, d)
- In order to make back-ups of that data in case of emergencies and for disaster recovery purposes – (d)

**The reason (i.e. legal basis) we process your Personal Data\* for a particular purpose may be different depending on whether you are a Policyholder\*, Named Driver\* or Third Party\*. For more detailed information about which legal basis we rely on for each type of data subject please see Section 3 of our Data Protection Notice.**

#### **c. The purpose for processing\* Special Categories of Data\* and Criminal Convictions Data. The associated Legal Bases for Processing\* (from the panel above) is in brackets beside each.**

##### **Special Categories of Data:**

- Health data is used for the purposes of providing quotes and underwriting, processing any claims you may have, managing reinsurance\* arrangements, fraud investigation and handling any complaints you may have – (d, e)

##### **Criminal Convictions Data (including penalty points):**

- For the purposes of assessing your insurance needs, and nature and level of risk associated with your policy – (a)
- For the purposes of fraud detection and prevention, money laundering and other offences – (b)

**For the purposes of processing claims – Under Irish Data Protection Law we are permitted to process criminal convictions data in connection with, legal claims, prospective legal claims, legal proceedings or prospective legal proceedings.**

#### **4. What if you choose not to provide this information to us?**

You are entitled to decide not to provide or to withdraw consent to allow us to process the Personal Data\* we need for the purposes listed above. However, you should note that without that Personal Data\* we will be unable to provide you with quotes, a policy, manage policies on your behalf or process claims and therefore you will not be able to benefit from the products or services we offer. If you have questions about the consequences for you of withdrawing consent or not providing certain Personal Data\*, please contact us.

#### **5. Who we disclose your Personal Data\* to and why**

We disclose your Personal Data\* to:

##### **A. take instructions in relation to your Policy:**

- We will only take instructions to change a policy from you, your broker, your husband, wife or civil partner or your parent.
- We will only take instruction to cancel or lapse a policy from you.
- In some cases we will deal with other people contacting us on your behalf as long as we have your permission.
- If you would like us to deal only with you, please let us know. Please see Section 1 above for our contact details.
- In exceptional circumstances we may need to deal with other people, for example, if you are incapacitated and if your next of kin contacts us in relation to your policy.

##### **B. share information as part of the day to day administration of your policy:**

We share your information with the following categories of recipients:

- Liberty Mutual group of companies;
- Other insurers/intermediaries;
- Government/Regulatory/Statutory Bodies;
- Law enforcement agencies;
- External Databases;
- Marketing companies;
- Public registers; and
- Agents/Service Providers.

For more information on the specific entities we share your information with, please see Section 5 of our Data Protection Notice.

#### **6. Which countries we transfer some or all of your Personal Data\* to**

Currently, we transfer your Personal Data\* as follows:

- Liberty Mutual Technology Group Inc.\* (Liberty Mutual Hosting Services) **in the USA and Poland** for securely storing the data;
- Liberty International Holdings, Inc.\* **in the USA** for analysing the data;
- Liberty Seguros Compania de Seguros Y Reaseguros S.A. **in Spain** for cross-border data processing activities;

- Liberty Mutual Insurance Company\* **in the USA** for analysing the data;
- Liberty Mutual Group, Inc\* **in the USA** for analysing the data;
- Sogeti Ireland Limited **in India and the UK** to obtain software development services;
- Cognizant Worldwide Limited **in India, the USA and the UK** to obtain software development services;
- Amazon Web Services Inc. **in the USA** to obtain cloud storage services;
- Microsoft Inc. **in the USA** to obtain cloud storage services; and
- Escribe Outsourcing Services Private Limited **in Canada and India** for household claims administration support services.

## 7. How long do we keep your Personal Data\* for?

We will keep your Personal Data\* for as long as reasonably necessary to fulfil the purposes and to comply with our legal and regulatory obligations.

This will involve retaining some of your Personal Data\* for a reasonable period of time after your policy or your relationship with us has ended or after your claim is closed.

If you would like further information about the periods for which your personal data\* will be stored, please contact us using the contact details in section 1 of this Notice.

We also retain certain limited details beyond the above time periods in order to validate and handle any claims we receive after the statute of limitations has expired (late claims) and any claims we receive where the claimant was not aware of the damage until a long time after it was caused (latent claims). In these circumstances we retain information such as the policyholder's name, the names of any named drivers, policy start and finish dates and cover details.

For late claims we will hold the data for a period of up to 25 years from the lapse or cancellation date of your policy or from the completion of a claim.

For latent claims we will hold the data for up to 60 years from the lapse or cancellation date of your policy. In both cases, the data will only be used in the event that a new claim is made by or against you.

## 8. Your rights to access, correct, delete, portability, and restrict the use of your Personal Data\*.

You have rights in relation to your Personal Data\*. These are:

- **Right of access:** the right to know what Personal Data\* we hold, why we hold it and how we process it;
- **Right of rectification:** the right to request us to correct any inaccuracies in your Personal Data\*;
- **Right to be forgotten:** the right to have your Personal Data\* erased in certain circumstances;
- **Automated decision making\*:** the right not to be subject to Automated individual decision making;
- **Right to data portability:** the right to get a copy of the information we have about you, or have it sent to another Data Controller\*;

- **Right to restrict Processing\*:** the right to restrict the processing\* of your information, for example while we check the accuracy of your information ;
- **Right to object:** where our lawful basis for processing\* your Personal Data\* is based on our legitimate interests, you have the right to object; and
- **Right to withdraw consent:** the right to withdraw your consent if we are relying on it to process your Personal Data.

For more detailed information on any of your rights please see Section 8 of our Data Protection Notice.

If you need to use one of these rights, please contact our Data Protection Officer by email: [DataProtectionOfficer@libertyinsurance.ie](mailto:DataProtectionOfficer@libertyinsurance.ie) or by post: Data Protection Officer, Liberty Insurance, Dublin Road, Cavan, Co. Cavan, or by telephone: 1890 944 412.

## 9. Automated Decision Making\*

Automated decisions are legal or important decisions that may affect you that are based on processing\* your Personal Data\* by a computer only. There is no human involvement in making these decisions. You have a general right not to be subjected to such an Automated Decision, including any automated profiling.

Automated decisions, to include profiling (described below) are made by us as part of our underwriting process, when examining, accepting or rejecting risks in order to charge an appropriate premium. This information is used to decide a risk rating and will apply to your risk profile to determine your premium. We also engage in profiling for marketing reasons and to report on analytics. Profiling is the processing\* of your Personal Data\* by a computer, to assess personal aspects about you such as your personal preferences, your interests and your behaviours. For more information on how and why we use Automated Decision Making\* please see Section 9 of our Data Protection Notice. Where we use automated decision-making you will always be entitled to have a person review the decision so that you can contest it and put your point of view and circumstances forward.

## 10. Your Right to Make a Complaint

If you want further information about the way your Personal Data\* will be used or if you are unhappy with the way we have handled your Personal Data\* you should contact our Data Protection Officer. You also always have the right to lodge a complaint with the Data Protection Commission. Their contact details are as follows:

Data Protection Commission,  
Canal House, Station Road, Portlaoine, Co. Laois R32 AP23.  
[www.dataprotection.ie](http://www.dataprotection.ie) Tel: +353 (0)761 104 800. Fax: +353 57 868 4757.  
E-Mail: [info@dataprotection.ie](mailto:info@dataprotection.ie)

## 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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Liberty Insurance,  
Dublin Road,  
Cavan, Ireland

Tel: 1890 89 1890 (ROI)  
00 353 49 432 4000 (Int)

[info@libertyinsurance.ie](mailto:info@libertyinsurance.ie)  
[www.libertyinsurance.ie](http://www.libertyinsurance.ie)

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