Your Private Motor Vehicle Insurance

Policy Document (Republic of Ireland)

Liberty Insurance®

Useful telephone numbers –

Claims helpline
1850 85 8530

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

Windscreen helpline
1890 94 4410
00 800 88 0 88 228
(If calling from outside the Republic of Ireland)
Check your schedule to see if you have this cover.

Call this 24-hour number to arrange for your windscreen to be repaired or replaced (refer to page 21 for more details).

Breakdown assistance helpline
1800 70 60 80
00353 91 560636
(Northern Ireland & United Kingdom)

Call this 24-hour number if you need roadside assistance, home-start, vehicle recovery or journey completion (refer to page 22 for more details). In the event of a road traffic accident call the claims helpline number above.

Policy changes or questions
Please contact your insurance broker if your circumstances change and you need to update your policy or if you have a question.

Contents

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 McIlduff
CEO 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 1890 77 77 77.

Definitions

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

Being driven – being in the charge of a person who has driven, or will drive the vehicle, even if they are not driving at the time.

Business – your occupation as described in the schedule.

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

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

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

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, as shown in the schedule, of each claim for loss or damage.

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

Material fact – any fact that would influence the decision of an insurer in deciding whether to accept an insurance risk and/or the terms including the premium level at which the insurance company would be willing to grant cover.

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.

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.

Vehicle – the vehicle described in the schedule of this policy and any vehicle:

- you have given us details of;
- we have provided a certificate of insurance for; and
- for which the insurance is still in place.
- Or any vehicle we have agreed to temporarily transfer cover to.

We, us – Liberty Insurance.

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

Your insurance cover

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

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

Third-party, fire and theft cover – section 1 applies for loss of or damage to the vehicle caused directly by fire, lightning, explosion, theft or attempted theft. Sections 2 and 4 of this policy also apply.

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

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

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

Car sharing

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

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

Limits on use

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

- **a** any use connected with the motor trade, unless the use is described in your certificate of insurance;
- **b** hiring out the vehicle for money; or
- **c** racing or being in any contest or speed trial.

Description of drivers

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

No-claims bonus

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

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

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

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

- claims made under Section 3 Windscreen cover;
- claims made under Section 4 Breakdown assistance;
- 1 claim for Fire or Theft in any one period of insurance; or
- payments (including costs and expenses) which we later get back in full.

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

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

Introductory bonus

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

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

Protected no-claims bonus

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

General conditions which apply to the whole policy

These general conditions apply to all sections of this policy.

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

1. We will only have to make a payment under this policy if:
   - a all the answers in the proposal and declaration for this insurance are true and complete (the proposal and declaration form the basis of this contract between us and you); and
   - b you or any insured person meets all the terms, conditions and endorsements of this policy; and
   - c the vehicle is registered to you or your spouse / common law partner or is leased to you or your spouse / common law partner from a lease company on a minimum twelve (12) month contract.

Cancellation

2. You may cancel the policy at any time by contacting us by phone or in writing. You have a legal obligation to return your insurance certificate and disc when cancelling an insurance policy.

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

   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.

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

   If you pay by instalments you have agreed to pay the premium on the due date, or dates, as set out in that agreement. If you do not make a payment on time, 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. If the amount you have paid at the cancellation date does not cover the premium, we have the right to recover the money that you owe.

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

   We do not refund any amount which is less than €10.

   All premium refunds will only be issued as long as:
   - a no claim or loss has arisen during the current period of insurance; and
   - b we have received your certificate of insurance and insurance disc.

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

Period of cover no more than	Percentage refund of annual premium
1 month	80%
2 month	70%
3 month	60%
4 month	50%
5 month	45%
6 month	35%
7 month	25%
8 month	20%
9 month	10%
Over 9 months	0%

Policy changes

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

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

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

b you want to use the vehicle for any use not included in your certificate of insurance;
c you change the address at which you normally keep the vehicle;
d you or anyone covered by this policy are charged or convicted of a motoring offence;
e you become aware of any medical or physical condition of any driver that may affect their ability to drive;
f you or any driver change occupation;
g your driving licence or driving entitlements change (including your or any driver's licence changing from provisional/ learner permit to full);
h you want to temporarily change your vehicle (this may be available, subject to certain conditions);
i the main user of the vehicle changes; or
j there are changes to any other material fact.

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

When you tell us about a change, we may then reassess your premium and your cover. A change to your policy, whether temporary or permanent, may result in us charging an extra premium. We will tell you about this when you tell us about the change. 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 and treat it as though it has never existed.

6. If the terms of your policy change in any way, we may charge you an administration fee of €30.

7. 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

8. a You must report any accident, injury, loss or damage involving the vehicle or any other motor vehicle which is insured under this policy to us immediately (or by the next working day). We may send you an incident investigation sheet which you must fill in and return as soon as possible.
b In the event of loss of or damage to the vehicle as a result of theft, attempted theft or malicious damage, you must immediately contact the Garda and send us a copy of the Garda report. The report must say that the loss or damage was the result of theft, attempted theft or malicious damage.
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 signing or answering it. You, or any other insured person must co-operate fully with our investigations.
You must never accept responsibility or offer or promise payment without our written permission. We will be entitled to take over and carry out in your name (or in the name of any other insured person) the defence or settlement of any claim. We may prosecute, in your name or in the name of any other person (at our expense and for our benefit), to recover any amount we have paid. We will be able to decide how any proceedings or settlements are handled.
e If you make a claim, we are entitled to instruct, and give information about you and your policy, to other people such as suppliers, private investigators and loss adjustors.
f You, or any insured person must not do anything to harm our interests.
g If you make a claim, we may appoint our own repairers to carry out any repair work.

9. If, at the time any claim arises under this policy, there is any other insurance covering the same accident, injury, loss, damage or liability, we will only pay our share of any loss, damage, compensation, costs or expenses.

10. If, under the law of any country, we have to make a payment which we would otherwise not have made under this policy, we may recover any payment from you or from the person who the claim was made against.

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

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 vehicle against loss or damage;
c give us access, at any reasonable time, to examine the vehicle;
d not leave the vehicle unlocked while unattended or leave the keys to the ignition (or device for the keyless entry system) with the vehicle while unattended; and
e make sure the vehicle is kept in a roadworthy condition and, if necessary, has a valid NCT certificate.

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

Drink and drugs

13. 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 1 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

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, occupation 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 Siochana, 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.

Choice of law

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

Vehicle laid up

16. If the vehicle is laid up (off the road and out of use), we may suspend the insurance under sections 2 and 4 of this policy as long as you have returned the certificate of insurance and insurance disc.

We will refund up to 70% of your premium for the period when insurance under sections 2 and 4 is suspended as long as:

- **a** no claim or loss has arisen during the current period of insurance; and
- **b** cover is suspended for at least 28 days in a row.

We do not refund any premium which is less than €10 after we charge the administration fee.

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

Suspending cover

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

We will refund your premium for the period when the insurance is suspended as long as:

- **a** no claim or loss has arisen during the current period of insurance; and
- **b** cover is suspended for at least 28 days in a row.

We do not refund any premium which is less than €10 after we charge the administration fee.

The 'vehicle laid up' and 'suspension' options can only apply within the current period of insurance. At the renewal date, the policy will automatically come into force again. If you pay by direct debit, we will continue to collect these instalments during the period the vehicle is laid up or cover is suspended. At the end of the suspension or laid up period, any rebate due to you will be applied against the remaining direct debit instalments, with any surplus amount being refunded by cheque.

If you paid your premium in full, any rebate due to you at the end of the suspension or laid up period will be refunded to you by cheque.

Rights of recovery

18. 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.

Currency

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

Language

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

General exceptions which apply to the whole policy

These general exceptions apply to all sections of this policy.

We will not provide cover for any of the following.

1. Any accident, injury, loss, damage or liability if the vehicle is being driven by or used for a purpose not described in the certificate of insurance.
2. We will not provide cover if the insured person is entitled to claim or is covered under any other policy.
3. We will not cover the driver unless;
   a they hold a valid licence to drive the vehicle; and
   b they meet the conditions and any limits of the driving licence.
4. Any liability an insured person has under an agreement which they would not have had if the agreement did not exist.
5. Loss, damage or liability:
   a directly caused by pressure waves from aircraft and other flying objects travelling at or above the speed of sound;
   b caused by an earthquake or underground fire;
   c caused by pollution or contamination, unless it is caused by a sudden, identifiable, unexpected and accidental incident which happens during the period of insurance;
   d resulting from using the vehicle at any event during which the vehicle may be driven on a motor racing track, derestricted toll road (with no speed limit) or at any off-road event; or
   e caused by using the vehicle in or on any area where aircraft normally land, take off, move or park.
6. We will not cover any loss, damage or legal liability directly or indirectly caused by:
   a ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from burning nuclear fuel; or
   b the radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.
7. We will not cover any loss or damage caused by war, riot, revolution, any act of terrorism or any similar event, unless we have to provide cover under the Road Traffic Act.

Section 1 Loss of or damage to the insured vehicle

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

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

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 vehicle. You must not pay or agree to pay any expenses to repair any damage without getting our authority beforehand. (Also see general condition 8).

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

Radio, audio and navigation equipment

For loss of damage to radio-receiving or transmitting equipment, audio equipment, electronic navigation, radar detection equipment or taxi metre permanently fixed to the vehicle, the most we will pay is:
a 5% of the value of the vehicle before the accident happened; or
b €635;
whichever is lower.

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

Total loss claims

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

If the vehicle is a total loss we will pay the market value of the vehicle immediately before the loss or damage happened. The market value of the vehicle will be based on our engineer's assessment with reference to industry guides. The most we will pay will be the value of the vehicle shown in the schedule.

New car replacement

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

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

Accident recovery

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

Loss of keys

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

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

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

Fire brigade charges

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

Personal accident – *comprehensive cover only*

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

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

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

We will not pay this benefit for:

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

Medical expenses – *comprehensive cover only*

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

Section 1 Loss of or damage to the insured vehicle

Hotel expenses – *comprehensive cover only*

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

Hire car after theft – *comprehensive cover only*

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

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

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

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

We will not pay for:

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

Courtesy car – *comprehensive cover only*

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

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

Where repairs to the vehicle are delayed due to parts being required from an overseas distributor, we will provide courtesy car cover up to a maximum cost of €320 only.

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

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

We will not pay for:

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

Exceptions to section 1

We will not cover:

1. loss of value, 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 or other indirect loss such as loss of earnings or travel costs;
4. damage to the vehicle or its accessories and spare parts caused by the contents or goods carried in or on it;
5. loss of or damage to personal belongings;
6. loss or damage as a result of deception or fraud;
7. loss or damage arising from theft or attempted theft if the vehicle is left unlocked or if the keys to the ignition (or device for the keyless entry system) is left in or near your vehicle while it is unattended;
8. loss or damage to the vehicle if it is taken or driven without your permission by a member of your family, anyone who normally lives with you or an invited guest of the home, unless they are prosecuted for taking the vehicle without your permission and you must assist fully with the prosecuting authorities;
9. any part of a repair or replacement which improves your vehicle beyond its condition before the loss or damage took place;
10. loss or damage as a result of any insured vehicle being filled with wrong or contaminated fuel or any other substance;
11. loss or damage by any driver who has been disqualified from driving or has failed to give details of penalty points or motoring convictions (if any);
12. loss or damage due to any government, public or local authority legally taking, keeping or destroying your vehicle;
13. the first amount, as shown in the schedule, of each claim (the excess);
14. loss or damage to the vehicle if it does not hold a valid NCT at the time of the loss;
15. loss or damage by any learner permit driver who 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 while driving;
16. a courtesy car where the only repairs required are to damaged or broken glass in the windscreen or windows of the vehicle;
17. the cost of parts or the cost of importing parts or accessories for your vehicle from outside the European Union. 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.

Section 2 Liability to other people

Definition of 'insured person'

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

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

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

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

Driving other cars

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

1. the other car is not owned by your spouse / common law partner or employer or hired to them under a hire-purchase or lease agreement;
2. you currently hold a full Irish, United Kingdom (UK) or European Union (EU) licence;
3. the use of the other car is covered in your certificate of insurance;
4. there is a current insurance policy in place in another person's name that covers the other car;
5. you are not covered under any other policy to drive the other car;
6. you have the owner's permission to drive the other car;
7. the other car is in a roadworthy condition and holds a valid NCT; and
8. you still have the insured vehicle and it holds a valid NCT and is in a roadworthy condition.

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

- vans;
- car-vans;
- crew cabs;
- jeep-type vehicles with no seats in the back;
- vans adapted to carry passengers; or
- any vehicles taxed commercially.

Trailers

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

Legal costs

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

a Fees for a solicitor we appoint to represent you at a coroner's inquest or fatal accident enquiry.

b Fees for legal representatives that we ask to defend you against a charge of manslaughter or causing death by careless or dangerous driving if we decide there is a reasonable chance of success.

Foreign use

Your policy provides the minimum cover you need by law to use the vehicle in:

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

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

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

If you need cover for a longer period or if you want to travel to any other country, you must:

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

Emergency treatment

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

Exceptions to section 2

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

Section 3 Windscreen cover

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

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

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

If you need your windscreen repaired or replaced, you should call our approved windscreen specialists on the number shown opposite. We will only carry out a repair if it is safe to do so. The decision on the safest option will be made by the glass technician. If glass needs to be replaced, our windscreen vendor will decide on the source of the replacement glass and will fit glass of no lesser quality to that already in the vehicle.

If there are any delays in obtaining replacement glass from the distributor, our approved windscreen specialists will carry out a temporary repair or replacement to safely protect the vehicle while we await the replacement glass.

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

24-hour windscreen helpline

1890 94 4410

00 800 88 0 88 228

(If calling from outside the Republic of Ireland)

Exceptions to section 3

We will not pay for:

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

Section 4 Breakdown assistance

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

Definitions

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

a **You, your** – any person driving the vehicle who is driving with the policyholder's permission.

b **Passengers** – all non-fare-paying passengers (not including hitch-hikers) in the vehicle at the time you need help.

c **Labour** – the cost of the call-out and up to one hour's labour charged by the repairer we instruct, as long as the repair is carried out at the scene and not at the repairer's premises. A repair may only be carried out at the scene if the vehicle is in a safe position to do the repair.

d **Breakdown** – mechanical breakdown, flat battery, fire, attempted theft, malicious damage, punctures that need help to fix or replace a wheel, lost keys, stolen keys, keys broken in the lock or locked in the vehicle.

e **Vehicle** – the vehicle described in the schedule of this policy together with a towed caravan or trailer. Each must not weigh more than the maximum legal laden weight of 3,500kg and be no bigger than 7 metres long, 3 metres high and 2.25 metres wide.

24-hour breakdown assistance helpline

1800 70 60 80

00353 91 560636

(Northern Ireland & United Kingdom)

Benefits

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

1. one hour's labour at the roadside or at your home; and
2. towing the vehicle to the nearest garage which can carry out an effective repair or to a garage of your choice, whichever is closer.

Completing the journey

Breakdown in the Republic of Ireland and Northern Ireland

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

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

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

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

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

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

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

Message relay

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

Theft of a vehicle in Ireland

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

Conditions to section 4

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

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

3. 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. The vehicle must be maintained in line with the manufacturer's recommendations and kept in a roadworthy condition.

Exceptions to section 4

We will not pay for any:

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

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:

   The Financial Services and
   Pensions Ombudsman
   Lincoln House, Lincoln Place
   Dublin 2, D02 VH29.

   Tel: (01) 567 7000

   Email: info@fspo.ie Website: www.fspo.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.

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*.

This notice applies to all your dealings with us whether online or through offline correspondence. If you are providing information relating to other people such as named drivers* or joint proposers you must ensure you have obtained the permission of any person who is also covered on your insurance and show this notice to them so that they can understand how we process their personal data*. The policy of insurance is a contract between Liberty Insurance and any and all named drivers* for data protection purposes only. A named driver* is not party to the contract under any other circumstances and the terms and conditions of the insurance policy are not affected.

For more detailed information please see our Data Protection Notice at **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
Individual details	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.
Identification details	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.
Risk details	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.
Policy information	Information about the quotes you receive and policies you take out.
Claims information	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.
Credit and anti-fraud data	Credit history, credit score, sanctions and criminal convictions, and information received from various anti-fraud databases relating to you.

b. Special Categories of 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:

Special Categories of Data*	Information about your health
Criminal Convictions Data and offences including penalty points	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), Verisk Insurance Solutions Limited, 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), Motor Third Party Liability Database (MTPL) 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 Bases for Processing* (from the panel above) 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 polices 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, including the Motor Third Party Liability Database;
- 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;
- Harlosh Limited (t/a Target) and it's subcontractor TechMahindra, **in the UK and India** for software development and applications support services.
- EXLService Holdings, Inc. **in India and the USA** for administrative support with centralised finance and billing processes;
- 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.

Summary Data Protection Notice

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 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 location, 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,
21 Fitzwilliam Square South, Dublin 2, D02 RD28.
www.dataprotection.ie
Tel: +353 (0)761 104 800 Tel: +353 578 684 800.
E-Mail: info@dataprotection.ie

Alternatively, you have the right to lodge a complaint with our lead supervisory authority in Spain for cross-border processing activities. Their contact details are as follows:

Agencia Española de Protección de Datos (AEPD)
C/ Jorge Juan, 6
28001 Madrid
Spain

Telephone: 00 34 901 100 099
Web: https://sedeagpd.gob.es/sede-electronica-web/

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.

Liberty Insurance,
Dublin Road,
Cavan, Ireland

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

info@libertyinsurance.ie
www.libertyinsurance.ie

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