
YOUR POLICY AND SCHEDULE

We have enclosed your policy schedule and Road Traffic Act certificates of insurance and discs separately. You should read these as one document together with this policy. The schedule shows the cover that you have together with any additional benefits or amendments which may apply.

You have the right to cancel your policy in the 14 days after the start date of your policy or the day on which you receive your policy documents, whichever is the later. You need to return your certificate and disc to us so that we can cancel the policy. As long as you haven't made any claims we will work out the premium for the period you have been insured, and refund the balance to you.

THE LAW WHICH APPLIES TO THE CONTRACT

Under European law and the law of the Republic of Ireland, you and we can choose the law which will apply to this contract. Unless agreed otherwise, we propose that the law of the Republic of Ireland will apply.



DATA PROTECTION NOTICE

We are the registered data controller of the personal information which is held about you / or any individuals connected to this insurance policy (data subjects) pursuant to the requirements of the Data Protection Acts. Information will be used for the purposes of managing and administering your insurance policy including underwriting, claims handling, and the prevention of fraudulent claims.

Some of the information which we collect from you may be classified as sensitive information, e.g. information regarding medical conditions and / or disciplinary proceedings (including criminal convictions). By taking out this insurance policy and disclosing your personal data to us you have indicated your consent to the processing of your personal data in the manner described in this Data Protection Notice.

We are entitled to check the information you have provided to us against other information which is generally available to the public, such as the Register of Court Judgements or other publicly available databases. We may also exchange this information with other insurers either directly or through the Insurance Link Central Register (Insurance Link) which is operated by the Irish Insurance Federation, or the Motor Insurance Database (MID) which is run by the Motor Insurers Information Centre (MIIC). You should be aware that under the conditions of your policy you are obliged to inform us of any incident which may, or may not, result in a claim. We are entitled to submit that information to the aforementioned registers as, and when, we receive it.

Data subjects are entitled under the Data Protection Acts to access the information which is held about them and you may do so by writing to us at Liberty Syndicate Management Limited, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ.

CONFLICTS OF INTEREST

Occasionally, a situation may arise where we or a related company will have a potential conflict of interest while conducting business with you. In the event that such a situation occurs of which we become aware, we will take steps to ensure that such conflicts are resolved fairly.

GLASS REPLACEMENT CALL US ON 1890 201212

For Broken Windscreens and/or Glass (excluding sunroofs) Call ALLGLASS Free (24 Hours)

No excess payable if glass can be repaired

We will settle invoice direct (less any excess and appropriate VAT subject to cover).

A limit of €250 will apply if ALLGLASS Windscreens is not used.

AUDIO REPLACEMENT CALL US ON 1890 201212

For audio replacement Call Free (24 Hours).

All leading manufacturers units stocked and installed.

Direct billing subject to applicable excess, VAT and limit of policy cover.

Policy limits comprehensive €444 if non standard manufacturers fitment.
TPF&T €317 if non standard manufacturers fitment.

PROCEDURE TO BE FOLLOWED IN THE UNLIKELY EVENT OF A COMPLAINT.

Any complaint you have regarding your insurance should be addressed initially to your Insurance Broker or Intermediary because, acting as your Agent, their role is to look after your best interests and they will approach us on your behalf with details of your complaint. We will thoroughly investigate the matter and advise your chosen broker of the outcome. We will do everything possible to look into your grievance and put things right.

If you remain dissatisfied you may contact us directly. Please quote your Policy Number or Claim Number to help your enquiry to be dealt with speedily. You should write to 'The Underwriter' at the address on the cover of this booklet. The Underwriter is the Chief Executive in a Lloyd's Syndicate.

If you still remain dissatisfied, despite the above avenues, you may write to:

Eamonn P. Egan
Lloyd's Ireland Representative Limited
7/8 Wilton Terrace
Dublin 2.
Telephone No. (01) 644 1000
Email lloydsireland@lloyds.com

Ultimately having exhausted all the above routes, you have the right to ask the Insurance Ombudsman to review your case. You may write to:

The Insurance Information Service of the Irish Insurance Federation
at 39 Molesworth Street
Dublin 2 (Telephone 01-676 1820)
Email iis@iif.ie

The Insurance Ombudsman of Ireland at 3rd Floor,
Lincoln House, Lincoln Place, Dublin 2.
(Telephone 01-662 0899)
Email enquiries@financialombudsman.ie

Following the above procedures does not in any way affect your right to take legal action.

E27

The proposal form which you have signed or the statement of Insurance confirmed by you has been relied upon by us and is the basis of this Insurance Contract. In consideration of the premium which you pay we will insure you against loss in accordance with the terms, exceptions and conditions set out in this Policy.

You must notify us immediately of any changes which may affect the risk. Failure to do so could result in the insurance NOT being valid.

All monies which become or may become due under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland in Euro unless specifically stated to the contrary.

Stamp Duty has been or will be paid in accordance with the provision of Section 113 of the Finance Act 1990.

signed



AUTHORISED SIGNATORY
LIBERTY SYNDICATE MANAGEMENT LIMITED

Version 1 July 2010

PROTECTED NO CLAIM DISCOUNT

If you have paid an additional premium and we have agreed to protect your No Claim Discount you will not lose your entitlement to that discount if you renew your Policy with us provided no more than one claim arises during the course of the insurance year not exceeding €5000 or not more than two claims arise in three consecutive years of insurance not exceeding €10000.

If one claim exceeding €5000 or two claims are made or arise in one insurance year; or two claims exceeding €10000 or three claims are made or arise in three consecutive years of insurance the No Claim Discount will be reduced in accordance with our scale in force at that time.

If four or more claims are made or arise in three consecutive years of Insurance the No Claim Discount will be lost entirely.

E22 VINTAGE CAR - RESTRICTIONS OF PERMITTED MILEAGE
 It is hereby declared and warranted that the permitted maximum mileage in any one period of Insurance is restricted to the amount shown on the Schedule indicated by this Endorsement number.
 It is also noted that the No Claim Bonus and Suspension of Cover sections are deleted.
 Subject otherwise to the terms, conditions and exceptions of this Insurance.

E23 VINTAGE CAR - VETERAN & VINTAGE CAR RALLIES
 Notwithstanding anything contained herein to the contrary it is hereby declared that the policy cover extends to include use in Veteran and Vintage Car Rallies and Classic Car Rallies but excludes competitive driving and speed testing other than as part of the above mentioned rallies.
 Subject otherwise to the terms, conditions and exceptions of this Insurance.

E24 RESTRICTION TO PASSENGER INDEMNITY
 Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that We shall not be liable under Section I (liability to others) subsection (B2) in respect of death or bodily injury sustained by any person carried in the insured vehicle other than the person sitting on the seat next to the driver.
 Subject otherwise to the terms, conditions and exceptions of this Insurance.

E25 BASIS OF CONTRACT
 The last proposal form completed by you and accepted by us shall be taken as the basis of contract for this insurance.

E26 INDEMNITY TO EMPLOYER
 Section IB Liability to Other Persons, is extended to include the employer or partner of the person using any car for which cover is provided under the Section while the car is being used for business purposes permitted under the policy except that we shall be liable where:-
 (a) The vehicle belongs to or is hired by such employer or partner
 (b) The Insured is a corporate body or firm.

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DEFINITIONS OF 'RISK INSURED' AS STATED IN THE SCHEDULE

COMPREHENSIVE (COMP)	All Sections
THIRD PARTY, FIRE AND THEFT (TPFT)	Sections 1,2 (but solely in respect of Fire or Theft damage or loss),6 and 7 only
THIRD PARTY ONLY (TPO)	Sections 1, 6 and 7 only
FIRE & THEFT ONLY (FTO)	Section 2 (but solely in respect of Fire or Theft damage or loss) only

E15

FIRE AND THEFT EXCESS

You will be liable to pay the first amount as specified in the Schedule of each claim arising under Section 2 in respect of loss or damage by fire, self-ignition, lightning, explosion or by theft or attempted theft. This excess is in addition to any other excess that may apply.

E16

ALL CLAIMS EXCESS

You will be liable to pay the first amount as specified in the Schedule of each claim arising under this insurance. This excess is in addition to any other excess that may apply.

E17

WINDSCREEN AND WINDOW GLASS EXCESS

You will be liable to pay the first amount as specified in the Schedule of each claim arising under Section 3. This excess is in addition to any excess mentioned in Section 3 and is subject to the same policy limit. This excess is in addition to any other excess that may apply.

GENERAL

E18

DELETED SECTION(S)

Any Section or Sub-Section of this insurance as specified in the Schedule is deleted and deemed inoperative.

E19

ANTI-THEFT DEVICE

There is no cover for theft or attempted theft under Section 2 unless there is an approved Anti-Theft Device fitted to your vehicle and the device is fully operational at all times when your car is left unattended.

E20

PARTIAL SUSPENSION OF COVER

All cover under this insurance is deleted except loss or damage arising out of fire or theft or attempted theft or attempted theft.

E21

ALCOHOL / DRUGS

We will not be responsible for any loss, damage or liability whilst Your Car is being driven by or is in the charge of the person(s) named against Endorsement E21 in your Schedule if they are convicted of a drink/drugs offence or it is proved to the satisfaction of Underwriters that they were under the influence of alcohol/drugs at the material time.

ENDORSEMENTS

E8	EXCLUDING DRIVERS WHO HAVE NOT HELD A FULL LICENCE FOR A SPECIFIC PERIOD This insurance does not operate if Your Car(s) specified in the Schedule is being driven by or for the purpose of being driven is in the charge of any person who has not held a full driving Licence to drive a vehicle of the same class for the period as specified in the Schedule.
E9	EXCLUDING COMMUTING This insurance does not operate while Your Car is being used by the person(s) named against Endorsement E9 in the Schedule for travel to/from college, school, university or place of employment.
EXCESS	
E11	DAMAGE EXCESS You will be liable to pay the first amount as specified in the Schedule of each claim arising under Section 2, other than claims in respect of loss or damage by fire, self-ignition, lightning, explosion or by theft or attempted theft. This excess is in addition to any other excess that may apply.
E12	DAMAGE FIRE AND THEFT EXCESS You will be liable to pay the amount specified in the Schedule of each claim arising under Section 2. This excess is in addition to any other excess that may apply.
E13	NAMED DRIVER(S) DAMAGE EXCESS Whilst the insured car is being driven by or for the purpose of being driven is in the charge of the person(s) as specified in the Schedule you will be liable to pay the first amount as specified in the Schedule of each claim arising under Section 2, other than claims in respect of loss or damage by fire, self-ignition, lightning, explosion or by theft or attempted theft. This excess is in addition to any other excess that may apply.
E14	NAMED DRIVER(S) DAMAGE FIRE & THEFT EXCESS Whilst the insured car is being driven by or for the purpose of being driven is in the charge of the person(s) as specified in the Schedule you will be liable to pay the first amount as specified in the Schedule of each claim arising under Section 2. This excess is in addition to any other excess that may apply.

CONTINUED

DEFINITIONS

WE / US / THE UNDERWRITERS	Liberty Syndicate Management Limited, for and on behalf of Lloyd's Syndicate 4472, trading as Liberty Syndicates 4472.
YOU / THE INSURED / POLICYHOLDER	The person or company named in the Schedule.
YOUR CAR / INSURED VEHICLE	The vehicle including its manufacturers standard accessories and spare parts, whose registration number appears on a valid certificate of insurance issued under this policy.
THE SCHEDULE	Provides details of the Insured and the insurance cover and forms part of this Insurance Policy.
ENDORSEMENT	A change in the terms of the Policy. Where applicable, this is detailed in the schedule
EXCESS	The first part of any claim, which you have to pay.
MARKET VALUE	Market Value is the cost of replacing your vehicle as far as may be practical with a vehicle of similar make, model, age and condition.
LIABILITY	An obligation at law to compensate others.
CERTIFICATE OF MOTOR INSURANCE	A document confirming that you have, at least, the minimum legal Insurance Cover for motor vehicles under the relevant Road Traffic Acts provided you, or where appropriate the driver, obey all the terms and limitations described on the Certificate.
DRIVING / DRIVEN	Means being, or having been, in charge of a motor car for the purpose of driving it or having care, custody and control of a motor car.
TERRORISM	1. Any act including but not limited to (a). The preparation use or threat of force and/or violence and/or (b). Harm or damage to life or to property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by persons or so claimed in whole or in part for political, religious, ideological or similar purposes and/or the intention to influence, intimidate or coerce any Government and/or any intention to disrupt any segment of the economy 2. Any action taken in controlling, preventing, suppressing or in any way relating to 1 above 3. Any act deemed by the government to be an act of terrorism
POLICY	This document including the Schedule, Certificate of Motor Insurance and any endorsements which provide details of the insured and the insurance cover

YOUR COVER

A. YOUR OWN LIABILITY

- (1) We will pay:
- a. all amounts which you may be held liable to pay for the death of or bodily injury to any person.
 - b. up to €30,000,000 including costs and expenses which you may be held legally liable to pay for damage to property as a result of any accident involving your car.

(2) Where permitted by the Certificate of Insurance you (the policyholder in person) may also drive any other car not owned by you provided you have the owners permission and only when you are driving within the confines of the Republic of Ireland, Great Britain, Northern Ireland, The Isle of Man or the Channel Islands.

B. OTHER PERSONS' LIABILITY

In the same way as you are insured, we will insure:

- (1) anyone you allow to drive or use Your Car PROVIDED this is permitted by your Certificate and Schedule.
- (2) any passenger travelling in or getting into or out of Your Car.

C. A LEGALLY APPOINTED REPRESENTATIVE

Following the death of anyone insured under this Policy, we will insure, to the same extent, that person's Legal Personal Representative for any liability incurred by that person provided that liability is covered by this section.

D. EMERGENCY MEDICAL TREATMENT FEES

We will pay for emergency medical treatment fees as laid down by the Road Traffic Act resulting from any incident involving any insured car. If this is the only payment we make, your No Claims Discount (see section 6) will not be affected.

E. LEGAL FEES AND EXPENSES

We will pay provided we have given our written consent:

- (1) the solicitors fee incurred by any person we insure when represented at a Coroners Inquest, Fatal Accident Enquiry or Court of Summary Jurisdiction.
- (2) for legal services to defend any proceedings for manslaughter or causing death by reckless or dangerous driving.
- (3) any other reasonable expenses in connection with any incident which may involve legal liability under the section.

N.B. We retain the right to appoint a solicitor of our choice.

E4

SOCIAL, DOMESTIC AND PLEASURE AND COMMERCIAL TRAVELLING

This insurance does not operate while Your Car is being used for:

- (a) Purposes other than Social, Domestic and Pleasure purposes and in connection with your business or trade by you or by employees on your behalf.
- (b) Carriage of passengers for hire, reward or for hiring, racing, competition, rallies or trials or for any purposes in connection with the Motor Trade.

DRIVERS

E5

NAMED DRIVER(S)

This insurance does not operate if Your Car(s) is/are being driven by or for the purpose of being driven is in the charge of any person other than the person(s) as specified in the Certificate and/or Schedule.

E6

EXCLUDED DRIVERS UNDER A SPECIFIC AGE

This insurance does not operate if Your Car(s) is/are being driven by or for the purpose of being driven is in the charge of any person under the age as specified in the Schedule.

E7

SPECIFIED DRIVER(S) INCLUDED

The Endorsement applicable under this insurance relating to excluded driver(s) shall not apply in respect of the person(s) as specified in the Schedule.

The endorsements shown below apply only if the endorsement number is specified in your current schedule and are subject to the terms, conditions and limitations of this document of insurance.

Where an endorsement number is followed by

- (a) the registration number of a vehicle and/or the name of any person then the endorsement shall only apply to either that vehicle or person.
- (b) additional wording then such wording shall be read in context with the full endorsement wording.

USE

E1 SOCIAL, DOMESTIC AND PLEASURE INCLUDING TRAVEL TO AND FROM PERMANENT PLACE OF BUSINESS

This insurance does not operate if Your Car is being used for:-

- (a) Purposes other than Social, Domestic and Pleasure purposes and journeys between home and normal place of business.
- (b) Carriage of passengers for hire, reward or for hiring, racing, competition, rallies or trials or for any business purposes.

E2 SOCIAL, DOMESTIC AND PLEASURE AND PERSONAL BUSINESS USE

This insurance does not operate if Your Car is being used for:-

- (a) Purposes other than Social, Domestic and Pleasure purposes and by you in person for your business or profession.
- (b) Carriage of passengers for hire, reward or for hiring, racing, competition, rallies or trials or for commercial travelling by any other person for business purposes.

E3 SOCIAL, DOMESTIC AND PLEASURE AND BUSINESS USE

This insurance does not operate if Your Car is being used for:

- (a) Purposes other than Social, Domestic and Pleasure purposes and in connection with your business or trade by you or by employees on your behalf.
- (b) Carriage of passengers for hire, reward or for hiring, racing, competition, rallies or trails or for commercial travelling or for any purposes in connection with the Motor Trade.

F. TOWING

ATTACHED TRAILER

(1) We will also insure you against legal liability to others while Your Car is being used for the purpose of towing a caravan, trailer or broken down vehicle if this is allowed by law, provided always that:

- (a) The caravan, trailer or broken down vehicle is not towed for reward
- (b) Not more than one caravan, trailer or broken down vehicle is towed at any one time.
- (c) No liability shall attach to the Underwriters for loss of or damage to such caravan, trailer or broken down vehicle or contents thereof or in respect of any person or property conveyed therein.

DETACHED TRAILER

(2) Subject to the terms, limitations, exceptions and conditions of the Policy and Certificate of Insurance this policy covers the Road Traffic Act liability of any person insured by this policy in respect of any detached single axle trailer up to half tonne unladen weight.

But excluding caravans, mobile homes, trailer tents, boat trailers, and any trailer which incorporates machinery or other equipment.

In all other cases cover is provided only when trailers are specified, and agreed by us and subject to the appropriate additional premium.

EXCLUSIONS TO COVER

The insurance does not cover:

1. (a) liability incurred by anyone covered by the liability section of any other insurance.
 (b) damage to your property or any other property belonging to you or to property in the care of any person covered by this insurance.
 (c) liability under sub-section E(2) (legal fees) for any person who has previously been convicted of manslaughter, death by reckless or dangerous driving or driving while under the influence of drink or drugs.
2. you, if you, or the driver of your vehicle, do not hold a valid Driving Licence, or are disqualified from holding or obtaining a Licence to drive the car or act otherwise than in accordance with the terms and limitations of that Driving Licence.
3. any person who does not comply with the terms of this insurance.
4. anyone excluded by Endorsement(s) in your Schedule.
5. under Section A(2) (Driving other cars) any vehicle on hire purchase to you or let to you under a leasing agreement even if your Certificate of Insurance allows driving other cars.

We may cancel this insurance at any time by sending seven days notice by first class post to the last known address on our records. A pro rata refund of premium for the remainder of the period of insurance will be allowed if the Certificate and Disc of Motor Insurance is returned within seven days.

7. CAR SHARING

You may accept contributions from passengers as part of a car sharing arrangement provided:

- (a) the vehicle is not constructed or adapted to carry more than seven passengers (excluding the driver).
- (b) the passengers are not being carried in the course of a business of carrying passengers.
- (c) the total contributions received for the journey concerned do not involve an element of profit.

8. LAW JURISDICTION

This insurance is a personal contract with you and is not assignable by you for any reason and is subject to Irish Law.

9. ARBITRATION

If there is any dispute about the amount to be paid under this Insurance then the matter will be referred to an arbitrator who is acceptable to you and us under the legal rules governing arbitration. When this happens the arbitrator must make a decision before you can start proceedings against us.

USE

You or any authorised driver may only use Your Car for purposes described on the current Certificate of Insurance and/or further defined or restricted by Endorsement(s) shown on the current Schedule.

We retain the right to:

- (a) take over and conduct in your name, or in the name of anyone else covered under this insurance, the defence or settlement of any claim.
- (b) take proceedings at our expense and for our benefit, but in your name, or in the name of anyone else covered under this insurance, to recover any payment made under this Policy.

We expect to receive full cooperation on any matter affecting this insurance, any failure to do so could result in this insurance not operating fully or at all.

If you or anyone else claiming under this insurance makes a claim that is false or fraudulent in any way, your insurance will become void and all benefits under this insurance will be lost and your premium will be forfeited.

4. OTHER INSURANCE

If any loss, damage or liability covered by this insurance is also covered by any other insurance, we will pay only our rateable proportion of any claim.

5. INSTALMENT PREMIUMS

Where the premium for this insurance is payable by instalments, each payment must be made when due, otherwise all benefits under the insurance will be forfeited and the insurance will be cancelled from the date when any unpaid instalment was due. In this event you must also surrender the Certificate and Disc of Motor Insurance to us immediately.

Any refund will be subject to no claim having been made in the period since last renewal.

6. CANCELLATION

You may cancel this insurance at any time by returning to us your Certificate and Disc of Motor Insurance. The cancellation will be effective from the date the Certificate and Disc are received by us and the appropriate refund of premium will be calculated in accordance with our short-period rates. Any refund will be subject to no claim having been made in the period since last renewal.

Our short period rates are as follows:

Period not Exceeding	Proportion of Annual Premium Payable	Period not Exceeding	Proportion of Annual Premium Payable
One Month	20% (minimum premium £25)	Six Months	70%
Two Months	30%	Seven Months	80%
Three Month	40%	Eight Months	90%
Four Months	50%	Over Eight Months	Full Premium
Five Months	60%		

Note : A cancellation credit is allowed on 12 months policies only.

A. REPAIR OR TOTAL LOSS

YOUR COVER

We will pay for loss of or damage to Your Car including its accessories or spare parts while in Your Car or in your private garage. We will choose to

- (a) pay for the cost of repairing Your Vehicle OR
- (b) pay the market value, which is the cost of replacing Your Vehicle as far as may be practical with a vehicle of a similar make, model, age and condition.

If the car belongs to someone else or is the subject of a hire purchase or leasing agreement, payment for the total loss or destruction of the car will normally be made to the car's legal owner whose receipt will discharge us from any further liability.

B. RECOVERY AND REDELIVERY

We will pay the reasonable cost of taking Your Car to the nearest suitable repairer and, after repair, to your address as shown in the Schedule.

C. REPLACEMENT

If during the period of one year after date of purchase and first registration of Your Car as new:

- (a) stolen and not recovered OR
- (b) damaged and cost of repairs exceeds 60% of the manufacturer's list price (including VAT), at the time of the claim: We will, if you and anyone else we know to have an interest in the car agree, replace Your Car with a new one of the same make, model and specification provided one is available. If a replacement car of the same make model and specification is not available, the most we will pay is the lesser of either the market value or the value of Your Car shown in the current Schedule including the value of fitted accessories and spare parts in or on Your Car at the time of the loss or damage.

EXCLUSIONS TO COVER

The insurance does not cover:

- (a) wear, tear and depreciation or that part of the cost of repair which improves Your Car beyond its condition before the loss or damage occurred.
- (b) any reduction in the value of Your Car as a result of damage whether repaired or not.
- (c) mechanical or electrical fault or electronic computer failures, breakdowns or breakages.
- (d) damage to tyres caused by braking, punctures, cuts or bursts, or any other cause except damage to tyres where this results from an accident to Your Car.
- (e) cost of obsolete spare or replacement parts in excess of the manufacturer's last list price.
- (f) loss of use of Your Car or any other resulting loss.
- (g) loss of or damage to radio telephones, television equipment or two-way radio transmitters or receivers.
- (h) loss of or damage to Your Vehicle or its contents arising from theft or attempted theft if the vehicle has not been locked or if the windows or sunroof have been left open or if the keys have not been removed from the vehicle.
- (i) damage or loss to any car covered by Section IA (2).

1. INSURED'S DUTY

We will provide the cover described in this insurance provided the following conditions are met:

The information provided by you on your proposal form or Statement of Insurance and the declaration made by you are, to the best of your knowledge, complete and correct. You must notify us or your Insurance Broker of any changes which may affect your insurance. These changes may include:

- I. damage or loss to any car covered under Section 1 A(2)
- II. Any convictions, prosecutions or penalty points which apply to you or any driver of Your Car.
- III. Change in driver's health, address, or occupation
- IV. Modifications or alterations to Your Vehicle
- V. Change in the use of Your Car or in the main user

If you have any doubts as to whether certain facts are relevant you should disclose them. Failure to disclose all relevant changes may invalidate your insurance or may result in the insurance not operating fully or at all.

2. CARE OF YOUR CAR

You must take all reasonable steps to prevent Your Car and its contents from being lost or damaged.

You must ensure that Your Car is maintained in a safe and roadworthy condition in accordance with the manufacturers recommendations and take all reasonable precautions to protect Your Car from loss or damage. We require you to allow us free access at all reasonable times to examine Your Car. You must have a valid National Car Test (NCT) Certificate or Department of Environment (DOE) Certificate where applicable.

3. CLAIMS PROCEDURE

You or your legal representative must notify us in writing as soon as possible of any loss or damage or if you or Your Car are involved in any accident.

All communications received by you regarding any claim must be sent to us without delay. You must also inform us if you know of any pending prosecution, Coroner's Inquest or legal process including any application to P.I.A.B (Personal Injury assessment Board). You must NOT admit or repudiate liability or enter into negotiation in respect of any claim without our approval.

- 6. any liability arising from a contract or agreement which would not have arisen in the absence of such a contract or agreement.
- 7. any car while it is being used or driven on the runways or any other parts of an airport, airfield establishment or aerodrome to which aircraft have access.
- 8. loss injury or damage by pollution, however caused, other than required by the relevant Road Traffic Acts.
- 9. any loss injury or damage caused by or resulting from any fraud or deception.
- 10. If an accident happens and:
 - (a) As a result you and/or any insured person is convicted of an offence involving drink or drugs;
 - (b) You or any insured person is driving while unfit to do so due to alcohol or drugs
 - (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

- I. The cover provided by Section 2 of this policy for loss of or damage to the insured vehicle will not apply ; and
- II. You or any person driving must repay all the amounts we have paid to cover any claims arising from the accident

ADDITIONAL DAMAGE EXCESS

The following excesses apply **in addition** to any other excesses that apply under this section as shown in your Schedule or applied by endorsement(s)

The insurance does not cover the first part of each claim (excess) if the car is damaged whilst being driven by or for the purpose of being driven is in the charge of a young or inexperienced driver. For this purpose an inexperienced driver is:-

- (i) Any person who has not held a full Licence to drive a car of the same class for a period of 12 months.
- (ii) Any person holding a Provisional Driving Licence.

The amount of any excess is as follows:

- (1) the first €380 in respect of loss or damage when the insured car is driven by or for the purpose of being driven is in the charge of any person under 21 years of age.
- (2) the first €253 in respect of loss or damage when the insured car is driven by or for the purpose of being driven is in the charge of any person 21 years of age and over but under 25 years of age.
- (3) the first €126 in respect of loss or damage when the insured's car is being driven by, or for the purpose of being driven, is in the charge of any inexperienced person aged 25 years plus.

We will pay for the cost of repairing or replacing broken glass in the windscreen and/or windows of Your Car and for any scratching of the bodywork resulting from such damage provided that you use our approved service ALLGLASS, Tel: 1890 201 212. (FREE)

If any other supplier is used the maximum payable under this section will be €250.

Provided no other claim or payment is made any payment under this Section will not affect your No Claim Discount.

This insurance does not cover:

1. any liability, injury, loss or damage while any insured car is being driven or used
 - (a) other than for the purposes as specified in your Certificate of Insurance or
 - (b) by you or any other person entitled to drive unless the person driving holds a Licence to drive the car or has held and is not disqualified from holding or obtaining a Licence.
 - (c) by anyone driving without your permission or order.
 - (d) in an unsafe condition. Where appropriate the lack of a valid N.C.T. Certificate will be sufficient evidence of its unsafe condition.
 - (e) for the carriage of explosives, chemicals, chemical by-products, acids or goods of a generally dangerous or inflammable nature.
2. anyone who fails to fulfil the terms and conditions of this insurance.
3. any liability, loss or damage arising from earthquake or any consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, insurrection or military or usurped power, except so far as is necessary to meet the requirements of the Road Traffic Acts.
4. riot or civil commotion occurring outside the Republic of Ireland, Great Britain, the Isle of Man or the Channel Islands.
5.
 - (a) loss or destruction of or damage to any property or any resulting loss or expense or any other consequential loss
 - (b) any legal liability directly or indirectly caused by, attributable to, or arising from:
 - (i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
 - (ii) the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

SECTION 8**USE OF YOUR CAR ABROAD****TRANSIT BY SEA
OR TUNNEL**

(1) We will provide Insurance as defined in this Policy, the Schedule and Certificate of Insurance whilst Your Car is in transit by sea or tunnel between the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and any European Community or European Union country.

**GEOGRAPHICAL
LIMITS**

(2) The cover provided by the Insurance is automatically extended in respect of the use of Your Car by any authorised driver to give the minimum Insurance Cover required to comply with the laws relating to compulsory insurance of Motor Vehicles in:

- (a) any country which is a member of the European Union and
- (b) any other country approved by the EU Commission whose insurance requirements follow EU directives currently in force.

EXTENDED COVER

(3) Change to: In addition to the minimum cover this Insurance provides the cover shown in the schedule for up to 30 days in any one period of insurance in any country in the geographical limits shown above.

EXCEPTIONS TO SECTION 8

This insurance does not cover countries outside the defined Geographical Limits but if you give us at least 21 days notice we will extend your insurance to cover such countries provided they are acceptable to us. An additional premium will be payable.

SECTION 4**MEDICAL EXPENSES**

We will pay up to €150 per person for any medical expenses if you and/or your passenger(s) are injured in an accident involving Your Car.

SECTION 5 PERSONAL ACCIDENT

If your insurance cover is comprehensive and if you or any permitted driver are injured as a result of an accident in direct connection with Your Car or while in, or getting into or out of any private car which does not belong to you or the permitted driver, and is not on hire purchase or leased to you or the permitted driver, we will pay €5000 to each person injured or to that person's estate if, within three months of the accident, the injury is the sole cause of:

- death
- total and irrecoverable loss of all sight in one or both eyes
- total loss of one or more limbs by physical separation at, or above the wrist or ankle

We will NOT pay:

- if the person suffering injury or death is aged 70 or more at the time of the accident.
- if the injury or death is caused or contributed to, or accelerated by suicide or attempted suicide, alcohol or drug abuse
- more than €5000 for each person injured during any one period of insurance
- where the car is used or provided for gainful employment unless provided by the Certificate of Insurance

SECTION 6 PERSONAL BELONGINGS

We will pay up to €150 for any one event for any loss of or damage to personal belongings in the car caused by fire, accident or theft. At your request we may pay the owner of the property directly.

Any payment under this section will not affect your No Claims Discount.

Exclusions

We will NOT pay for loss of or damage to

- (a) Money stamps documents and securities or
- (b) Goods or samples carried in connection with any trade.

SECTION 7 NO CLAIM DISCOUNT

RENEWAL DISCOUNT

If you renew your insurance with us, you will be entitled to a discount from the renewal premium in accordance with our scale of No Claim Discount applicable at that time, provided no claim has arisen or is pending since last renewal or inception of cover. In order to obtain the No Claim Discount the insurance must be in force for at least ten months or longer in any one insurance year. Any reduction in this discount at renewal as a result of a claim will also be in accordance with our scale.

DEFERMENT CLAUSE

If any claim in the expiring period of insurance has been ignored in the calculation of the No Claim Discount shown on a renewal schedule, we may at our discretion treat such claim as having arisen during the period of insurance shown in the renewal schedule and amend the No Claim Discount accordingly.

LIBERTY SYNDICATE MANAGEMENT LIMITED
(FOR AND ON BEHALF OF LLOYD'S SYNDICATE 4472)
PLANTATION PLACE SOUTH
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Ireland.

ASGARD

ASGARD

PRIVATE CAR
INSURANCE POLICY

ISSUED THROUGH WILLIS