

No Nonsense
CAR INSURANCE

www.NoNonsense.ie



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POLICY DOCUMENT

Welcome to NO NONSENSE CAR INSURANCE.

Thank you for choosing to insure your car with No Nonsense Car Insurance.

We at No Nonsense Car Insurance aim to provide value for money car insurance without sacrificing on service. We hope to provide you with all the cover you need at a price you will be happy to pay. We do this by stripping out the covers which are often bundled into your Policy and allowing you to select just the covers you want for your needs and within your budget.

Please read your Policy document carefully in conjunction with your Schedule and Certificate of Insurance. We also recommend that you keep a copy of your Proposal Form for your records. Your Schedule of Insurance will show which Sections of the Policy and the Optional Additional Benefits and Endorsements apply to you. There are Conditions, Limitations and Exceptions which apply to individual Sections of the Policy and Policy Conditions and General Exceptions which apply to the overall Policy.

I hope you are happy with your new Car Insurance Policy and will remain a satisfied customer of No Nonsense Car Insurance for years to come.

Signature

A handwritten signature in black ink, appearing to read "Gerard Finney".

Marketing Manager

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USEFUL PHONE NUMBERS AT A GLANCE

CUSTOMER SERVICE/QUERIES:	Tel: 1890 25 27 37 Fax: 01 465 4245
CLAIMS SERVICE	Tel: 1850 25 27 39
CAR BREAKDOWN ASSIST*:	Tel: 1800 945 248 [Northern Ireland & UK: 00 353 91 560695]
APPROVED WINDSCREEN SUPPLIER*: AAA MOBILE WINDSCREENS	1890 77 99 55

* Service availability is subject to covers applying. Check your Policy Schedule for confirmation.

No Nonsense Car Insurance may monitor and record telephone calls in order to improve our service and to prevent and detect fraud.

WHAT TO DO IN THE EVENT OF AN ACCIDENT

1. Do not admit liability for the accident.
2. Take the Registration Number of the vehicles involved. (This, along with the Insurer's name and Policy Number should be on the Disc on the windscreen).
3. Exchange names and addresses with relevant persons.
4. Notify the Gardai immediately but in any event no later than 24 hours thereafter if there is any injury to persons or animals or if your car is stolen or damaged as a result of theft or malicious damage.
5. Keep a record of all injuries and damage sustained and draw a sketch map of the scene.
6. If there are witnesses, get their relevant details, i.e. names, addresses, telephone numbers etc.
7. Notify **NO NONSENSE CAR INSURANCE** immediately. Contact us by phoning: **1890 25 27 39**.
8. All correspondence regarding the accident should be sent, unanswered, to **NO NONSENSE CAR INSURANCE**. Notice of any prosecutions should also be sent to **NO NONSENSE CAR INSURANCE**.

Terms Of Business

Who are NO NONSENSE CAR INSURANCE?

No Nonsense Car Insurance is a trading name of FBD Insurance plc and is regulated by the Financial Regulator and has its registered offices at FBD House, Bluebell, Dublin 12.

What service does NO NONSENSE CAR INSURANCE offer?

We provide policies of motor insurance. The Private Motor Insurance Policy sold is underwritten by FBD Insurance plc.

How can I contact NO NONSENSE CAR INSURANCE ?

For Policy queries, contact us on:

Tel: 1890 25 27 37

Fax: 01 465 4245

Address: PO Box 11225,
Dublin 12

For Claims queries, contact us on **1890 25 27 39**

How can I pay NO NONSENSE CAR INSURANCE?

No Nonsense Car Insurance will accept payment:

- ✓ Annually by Credit Card or Debit Card, or
- ✓ Monthly by Direct Debit instalments. Where Direct Debit instalments are selected, the initial instalment must be paid by credit card/debit card. The Direct Debit interest rate may be varied and will be notified to you prior to the completion of the Credit Agreement.

Premium Payment

If you pay by Direct Debit and do not keep up your payments, you will not be covered under this Policy from the date the premium was due.

Automatic Renewal

All Renewal Notices shall be sent out 21 days in advance of your renewal date. Please notify us prior to renewal date if you do not wish to renew your Policy with us.

To ensure that there is no interruption in cover, we will automatically renew your Policy and apply for payment from the Bank or other Financial Institutions we hold on record. If you do not wish to renew and we have applied for payment, we will make a full refund on receipt of proof of alternative insurance and return of the current Certificate and Disc on issue.

Duty of Disclosure

You are under a duty to tell us all facts likely to influence how we assess and if we accept your proposal. If you fail to pass on any documents or information required, act dishonestly or outside of the terms of the contract or agreement we may cancel your Policy, declare the Policy to be void and refuse to pay any claim under the Policy. If you are in any doubt whether certain facts are important please ask us.

Cancellation Rights

You may cancel the Policy at any time by sending us cancellation instructions in writing and returning the Insurance Certificate and Disc on issue. Provided no claim has occurred or is pending during the period of insurance, we will return to you premium as follows:

1. If instruction is received within 14 days of the date of you taking out cover, or the date you receive your Policy Schedule and Disc, whichever is the later, we will return your premium paid less a pro-rata premium for the period you have been on cover.
2. If instruction is received at any other time, we will calculate the return premium in accordance with our Cancellation Scale hereunder:

Period of cover not exceeding	1 Month	3 Months	6 Months	9 Months	Over 9 Months
% Refundable	80%	60%	40%	20%	No refund

Mid Term Amendments

We will apply an administration charge of €25 for any amendment you make to your Policy or any request for duplicate documentation.

Terms Of Business – Continued

Claims

All claims will be dealt with fairly and efficiently within the terms of your Policy. **NO NONSENSE CAR INSURANCE** will make every effort to ensure you are provided with a high level of customer service. You are reminded that you will be responsible for an initial amount known as an Excess which will be highlighted to you at the point of sale and shown on your Policy documentation.

Complaints

NO NONSENSE CAR INSURANCE values your feedback especially if we fail to deliver a high standard of service. Your feedback provides us with an opportunity to rectify a problem and ensure it does not re-occur.

If you would like to give us feedback on your experience with **NO NONSENSE CAR INSURANCE**, or have a cause for complaint, please contact us.

If the official is unable to rectify your problem you should write to:

**The Customer Relations Manager,
NO NONSENSE CAR INSURANCE,
P.O. Box 11225,
Dublin 12**

who has ultimate responsibility for complaints handling.

If you are not satisfied with our response or, indeed, how the complaint has been handled, you may refer the matter to the Underwriter without prejudice to your rights in law. Please write to: The Insurance Director, FBD Insurance plc, Bluebell, Dublin 12.

If we have given you our final response and you are still dissatisfied, you may refer your case to:

Financial Services Ombudsman's Bureau
3rd Floor, Lincoln House, Lincoln Place, Dublin 2

LoCall: **1890 88 20 90**
Phone: **01 662 0899**
Fax: **01 662 0890**
Email: enquiries@financialombudsman.ie
Web: www.financialombudsman.ie

The Ombudsman's Bureau will handle most complaints you might have but there are some instances that fall outside its authority. The Ombudsman's decision is binding upon us but you are free to reject it without affecting your legal rights

Governing Law and Language

The Laws of Ireland will apply to your Policy and the Irish Courts will have jurisdiction to hear any dispute regarding your Policy unless otherwise agreed by us and stated on your Policy Documentation.

Policy documentation and all communications in respect of the Policy will be in English

The Terms of Business is issued for your protection and is required by the Financial Regulator. If you do not fully understand any of the content or wish to have more information on any of these matters, please let us know.

Data Protection Statement

Identity

NO NONSENSE CAR INSURANCE is administered and underwritten by FBD Insurance plc.

At all times FBD Insurance plc remain the ultimate Data Controller.

In this Data Protection Statement, "The Company", "We" "Us" and "Our" refer to FBD Insurance plc.

If you have any enquiry about the data protection and privacy practices, please write to:

Data Protection Officer, FBD Insurance plc, FBD House, Dublin 12.

All personal information is held under the strictest confidence and used only for the purposes for which we collect. Under Section 4 of the Data Protection Acts, you have a right to receive a copy of personal data held by us. A request should be made in writing and accompanied by a fee of €6.35 (cheques should be made payable to FBD), to the Data Protection Officer at FBD House, Bluebell, Dublin 12. You also have the right to request us to correct any inaccuracies in the information.

Purpose

The information that you provide will be held by FBD Insurance plc and used for the purposes of providing and servicing insurance products including activities such as Underwriting, Processing, Claims Handling and the provision of services, such as Car Breakdown Assistance, Undertaking Market Research and Fraud Prevention or Detection.

We may share information with agents or service providers, other Insurers and their agents, industry trade or regulatory bodies in connection with quoting, providing and servicing insurance products you have purchased from us.

To prevent fraud and to ensure that any payments or refunds can be paid to you, we keep your credit card and bank details for the duration of your Policy. By providing us with your financial details, you are consenting to us doing so.

We may use your information for direct marketing purposes by post, telephone, e-mail or text message to keep you advised of other products and services within the FBD Group, unless you have indicated otherwise to us at quotation stage or indeed at any time thereafter.

In the event of you having to make a claim under your Policy, the information you provide to us as part of your claim application will be processed by us to confirm your identity and process your application. To this end it may be necessary to share your information with our services providers and with certain third parties, such as other insurance providers and private investigators, and to cross-reference this information against relevant insurance industry registries and publicly available databases. These third parties may retain a record of your information.

We may monitor and record telephone calls in order to improve our service and to prevent and detect fraud.

Sensitive Data and Data Relating to Other Persons

For the purposes of providing an insurance quotation, we will need to collect sensitive data about you and other named drivers relating to medical or health conditions or criminal convictions. This information is crucial to the underwriting of motor insurance.

By accepting this Policy, you are representing to us that you have been granted specific consent to disclose information sought in respect of each person for whom cover is required. All references in these statements which apply to you shall also apply to any other person named for whom cover is required and details have been given.

POLICY OF INSURANCE

This Policy is evidence of the Contract of Insurance between the Insured named in the Policy Schedule attached hereto (hereinafter called "the Insured") and NO NONSENSE CAR INSURANCE a trading name of FBD INSURANCE plc (hereinafter called "the Company"), based on the information provided by the Insured on the signed Proposal Form and Declaration.

In return for the Insured having paid or agreed to pay the Company the premium stated in the Schedule as consideration for such insurance, the Company will provide insurance cover under the terms of the Policy during the period of cover as shown in your Policy Schedule and any subsequent period for which The Company accepts the premium required for renewal of this Policy.

SIGNED on behalf of **NO NONSENSE CAR INSURANCE**

Signature



Company Secretary

The appropriate Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 113 of the Finance Act 1990.

INSURANCE ACT 1936

All monies which become or may become due and payable by the Company under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in Ireland.

Section 1 - Liability To Third Parties

INDEMNITY

The Company will:

- (a) Indemnify the Insured against all sums (including costs and expenses incurred with the Company's written consent) which the Insured or his personal representatives shall become liable to pay to any person (exclusive of the excepted persons as hereinafter defined) by way of damages or costs on account of injury to any person, caused by or through or in connection with any vehicle described in the Schedule hereto;
- (b) Indemnify the Insured up to an amount not exceeding €30 Million (Thirty Million Euro) inclusive of costs which the Insured or his personal representatives shall become liable to pay to any person (exclusive of the excepted persons as hereinafter defined) by way of damages or costs on account of damage to property occasioned by each and every accident or occurrence or series of accidents or occurrences arising out of or following on from one and the same event, caused by or through or in connection with the use of any vehicle described in the Schedule hereto.

The Company shall have the right to instruct at its own expense a Solicitor of its choice for:

- i. representation at any coroner's inquest in respect of any death
- ii. defending in any Court of Summary Jurisdiction any proceedings in respect of any act causing any event which may be the subject of indemnity under this Section
- iii. defending in any Court of Summary Jurisdiction any proceedings for manslaughter or dangerous driving causing death or serious bodily injury subject to a maximum payment of €2,500 in respect of any one proceedings.

COVER FOR OTHERS

PASSENGERS

In terms of and subject to the limitations of the indemnity which is granted by this Section to the Insured the Company will at the request of the Insured indemnify any person (hereinafter called the "passenger") being carried in or mounting into or dismounting from any vehicle described in the Schedule hereto

PROVIDED THAT the passenger:

- (a) is not entitled to indemnity under any other Policy
- (b) shall as though he were the Insured observe fulfil and be subject to the terms exceptions conditions and endorsements of this Policy in so far as they can apply.

PERSONS DRIVING INSURED VEHICLE

In terms of and subject to the limitations of the indemnity which is granted by this Section to the Insured the Company will indemnify any driver described in the Schedule hereto who is driving any vehicle described in such Schedule

PROVIDED THAT

- (a) such driver is not entitled to indemnity under any other Policy
- (b) such driver is not a person in the Motor Trade driving the vehicle for purposes necessitated by its overhaul upkeep and/or repair for the Insured
- (c) such driver shall as though he were the Insured observe fulfil and be subject to the terms exceptions conditions and endorsements of this Policy in so far as they can apply.

TRAILER

The Company will indemnify the Insured in terms of and subject to the limitations of the indemnity which is granted by this Section in respect of:

- (a) any trailer whilst attached to any vehicle described in the Schedule hereto
- (b) any detached single axle trailer up to half tonne unladen weight, other than caravans, mobile homes, trailer tents, boat trailers and any trailer which incorporates machinery or other equipment.

PROVIDED THAT

- (1) cover shall be inoperative in respect of liability arising out of the operation as a tool of such trailer or of plant forming part of such trailer as attached thereto except as far as is necessary to meet the requirements of the Road Traffic Acts
- (2) the Company shall not be liable to indemnify the Insured in connection with any vehicle or trailer whilst such vehicle is drawing a greater number of trailers in all than is permitted by law.

EXCEPTIONS TO SECTION 1

The Company shall not be liable to pay for:

- Death or bodily injury to any person driving the Insured vehicle or in charge of such vehicle for the purpose of driving.
- Death or bodily injury to any person arising out of or in the course of their employment except to the extent where cover is required under Road Traffic legislation.
- Loss of or damage to property belonging to or held in the care custody or control of the Insured or any person driving with the Insured's consent.
- Loss of or damage to any insured vehicle or trailer or other vehicle attached to the insured vehicle or any property carried in or on such a trailer or attachment.

Section 2 - Loss Or Damage To Insured Car

INDEMNITY

The Company will indemnify the Insured against loss of or damage to any vehicle described in the Schedule hereto and/or its accessories and spare parts while thereon including damage by frost and loss or damage while in transit by sea (or during the process of loading or unloading incidental to such transit) between any ports in the territory covered by this Policy. The Company may at its own option repair, reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts or may pay in cash the amount of the loss or damage.

Basis of Settlement of Claims

Repairs

In the event of the vehicle being damaged the Insured can select to

- a) Use the Company's Approved Repairer Scheme, in which instance no estimate for the work is required and work can begin as soon as practicably possible
or
- b) Arrange for the reasonable and necessary repairs at a repairer of the Insured's choosing but you must send the Company a detailed repair estimate and full details of the incident as soon as possible so that repairs can be approved. The Company will only be liable for the repair costs at a non-approved Repairer provided the repair costs do not exceed what would have been charged by the Company's Approved Repairer **and** the Company has issued authorisation to the repairer to carry out the work. The Company reserves the right to request the Insured to obtain alternative estimates.

N.B. The Company will **not** be liable for any loss of use of the vehicle arising out of any delay in issuing authorisation to the Repairer.

If any part or accessory of the vehicle described in the Schedule hereto is obsolete or unobtainable from the makers, the liability of the Company in respect of such part or accessory shall be limited to the cost of such part or accessory as set out in the maker's last published price list together with the current labour charge for the fitting thereof (if applicable).

Total/Constructive Loss:

In the event of:

- (a) the vehicle being damaged beyond repair or the Company deeming repairs uneconomical, or
- (b) the vehicle being stolen and not recovered

the maximum amount payable by the Company in respect of such loss shall be the market value of such vehicle immediately prior to such loss or damage but not exceeding the Insured's estimated value as stated in the Schedule less any residual salvage value. The Company at its option can elect to take over the right to dispose of the salvage at any time during the course of the claim.

Towing Costs

If such vehicle is disabled by reason of loss or damage insured under this Policy the Company will pay for the cost of towage up to a maximum limit of **€175** to the nearest repairers. After repair of such loss or damage the Company will pay the reasonable cost of delivery of the vehicle to the address of the Insured in Ireland.

Replacement Locks

The Company will indemnify the Insured up to a maximum limit of **€500** in respect of the cost incurred in replacing the locks and alarm for the insured vehicle if the keys for the insured vehicle are stolen from:

- (a) the Insured's normal residence or any other private residence at which the Insured is spending the night or
- (b) any hotel room or guesthouse room at which the Insured is spending the night
by means of forcible and violent entry to or exit therefrom.

The Company shall not be liable in respect of:

- (a) Any loss where the keys are stolen by deception or fraud or taken by a member of the Insured's family normally residing with the Insured;
- (b) Any loss where the theft of keys is not reported immediately on discovery to the Gardai, and in addition, in the case of a hotel or guesthouse, to the proprietors.

Fire Brigade Charges

If an event occurs which is the subject of indemnity under this Section, the Company will also pay the Fire Brigade attendance charge as may be levied by the Local Authorities up to an amount not exceeding **€1,000**.

Hire Purchase Leasing or Finance Agreements

If to the knowledge of the Company the Insured's vehicle is the subject of a Hire, Lease or Finance Agreement (including Hire Purchase) such payment shall be made to the owner to be determined whose receipt shall be a full and final discharge to the Company in respect of such loss or damage.

Section 2 - Loss Or Damage To Insured Car - Continued

EXCEPTIONS TO SECTION 2

The Company shall not be liable to pay for:

- a) loss of use depreciation wear and tear mechanical or electrical or electronic breakdowns failures or breakages or any loss or damage caused by the vehicle being incorrectly fuelled.
- b) damage to tyres by application of brakes or by punctures cuts or bursts
- c) damage to the vehicle described in the Schedule hereto and/or its accessories and spare parts caused by the goods carried therein
- d) the breakage of glass in the windscreen or window(s) of the vehicle described in the Schedule hereto.
- e) the cost of importing parts or accessories from outside the E.U. or any additional cost of parts or accessories above the price of similar parts available from the Manufacturer's European representatives.
- f) any car phone, audio, visual or navigational equipment fitted to the insured vehicle whether fixed or portable, which do not form part of the manufacturer's original specification for your car.
- g) loss or damage to the insured vehicle where the vehicle is taken without the insured's consent by a family member spouse or partner or person residing in the same household.
- h) any modifications to the insured vehicle unless they form part of the manufacturer's original specification for the vehicle or are optional extras fitted that we have agreed to cover
- i) Loss or damage to the Insured Vehicle arising from Theft when the boot sunroof or any door of the vehicle has been left unlocked or when ignition keys are on or in your car.
- j) Any costs of storage of the insured vehicle following an insured event.

Territorial Limits

Territorial Limits

The Policy Indemnity specified under the "Cover Operative" on the Schedule applies in relation to events occurring in:

- Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands.

Minimum Cover Abroad

The Policy is extended in respect of the Insured Vehicle to give the minimum indemnity required to comply with the laws relating to compulsory insurance of motor vehicles in:

- a) Any European Union Member State
- b) Designated States being any other countries which the EU Commission is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EEC Directive on Insurance of Civil Liberties arising from the use of motor cars (No. 72/166/CEE).

Advisory Notice

If travelling abroad with the Insured Vehicle

For visits abroad, the Insured is advised to obtain the full cover afforded under the Policy by obtaining a Territorial Extension under the Policy. If the Company agrees and the Insured pays the additional premium requested, the Policy will be extended by issue of Endorsement.

Green Cards

The Certificate of Motor Insurance is sufficient in most European Union Member States and Designated Territories as Proof of Insurances. Green Cards (International Motor Insurance Certificates) are no longer legal requirements for visiting most European Union States and Designated States. However, Green Cards are available on request. It is important to allow sufficient time between the journey and the application to the Company for a Green Card. An Administration charge will apply for issue of each Green Card.

No Claim Discount

In the event of no claim being made or arising under this Policy during a period of insurance as specified immediately preceding the renewal of the Policy, the renewal premium shall be reduced as follows:

Period of Insurance	REDUCTION
The preceding year	20%
The preceding two consecutive years	30%
The preceding three consecutive years	40%
The preceding four consecutive years	45%
The preceding five consecutive years	50% (Maximum)

Limitations As To Use

As shown on the Certificate of Insurance on issue.

Description Of Drivers

As shown on the Certificate of Insurance on issue.

Endorsements

Of the following endorsements the Policy is subject only to those referred to by number in the current Schedule to the Policy.

Unless otherwise indicated in the body of the endorsement the Index Mark and Registration Number of any vehicle and/or the Name of any person appearing in the Schedule against an Endorsement Number shall be deemed to restrict such endorsement to operate solely in respect of such vehicle(s) and/or person(s).

Endorsements are subject otherwise to the terms exceptions limitations and conditions contained in this Policy.

01: EXCESS (ACCIDENTAL DAMAGE ONLY)

The Company shall not be liable to pay the first amount as stated in the schedule against this endorsement number of any claim as defined hereafter in respect of loss of or damage to any vehicle described in the Schedule hereto

02: EXCESS (ALL SECTIONS)

The Company shall not be liable to pay the first amount as stated in the Schedule against this endorsement number of any claim in respect of which indemnity is provided by any Section of this Policy.

The Insured shall indemnify the Company in respect of any sum not exceeding such first amount which the Company pays in respect of any such claim which may be the subject of indemnity under this Policy.

The expression "claim" shall mean a claim or series of claims arising out of one cause.

03: THIRD PARTY ONLY

It is agreed that Section 1 (Liability to Third Parties) only is operative.

04: THIRD PARTY FIRE AND THEFT

It is agreed that liability shall only attach to the Company under Sections 1 and 2 but that no liability shall attach under the said Section 2 except for loss or damage caused directly by fire, self-ignition, lightning or explosion or by theft or any attempt thereat.

05: INSURANCE SUSPENDED - ALL POLICY COVER

It is agreed that all insurance under this Policy is suspended.

06: INSURANCE SUSPENDED - THIRD PARTY ONLY

It is agreed that all insurance under Section 1 of the Policy (Liability to Third Parties) is suspended.

08: EXCLUDING NAMED PERSON(S) FROM DRIVING

It is agreed that this Policy shall be inoperative whilst any vehicle insured hereunder is being driven by or is for the purpose of being driven by or in the charge of any person named in the Schedule against this endorsement number.

09: NAMED PERSON(S) ONLY DRIVING

It is agreed that the subsection "Persons Driving Insured Vehicle" of Section 1 (Liability to Third Parties) of this Policy and the "Description of Drivers" of this Policy shall apply solely in respect of the person(s) named in the Schedule against this endorsement number.

14: INTEREST OF OWNER

It is agreed that the indemnity provided by Section 2 of this Policy shall also apply in respect of the owner referred to in the Schedule against this endorsement number.

16: INDEMNITY TO EMPLOYER

It is agreed that in terms of and subject to the limitations of and for the purpose of Section 1 (Liability to Third Parties) of this Policy the Company will indemnify the Insured's Employer named in the Schedule against this endorsement number in the event of an accident occurring whilst any vehicle in respect of which indemnity is granted by this Policy (other than a vehicle belonging to such Employer) is being used by the within-named Insured upon the business of such Employer.

PROVIDED THAT

- (i) such Employer is not entitled to indemnity under any other Policy
- (ii) such Employer shall as though he were the Insured observe fulfil and be subject to the terms exceptions conditions and endorsements of this Policy in so far as they can apply.

22: SPECIFIED TRAILER - COVER AS POLICY

It is agreed that the indemnity provided by this Policy shall apply in respect of the trailer/s full details of which is/are described in the Schedule of this Policy. For the purpose of this Policy any such trailer and plant forming part of or permanently attached to such trailer shall together be deemed to constitute a trailer.

50: EXCLUDING LEARNER PERMIT/PROVISIONAL LICENCE HOLDERS

The Company will not indemnify the Insured or other persons while any vehicle described in the Schedule hereto is being driven by a person who is the holder of a Learner Permit/Provisional Licence only.

51: INCLUDING NAMED LEARNER PERMIT/PROVISIONAL LICENCE HOLDERS

The Company will not indemnify the Insured or other persons while any vehicle described in the Schedule hereto is being driven by a person who is the holder of a Learner Permit/Provisional Licence only, other than any person named in the Schedule against this endorsement number.

Optional Additional Covers

The following Optional additional Covers are only active under the Policy if the appropriate additional premium has been paid and the specific Endorsement Number and Cover description title are shown on the Policy Schedule

20: PERSONAL PROPERTY

It is agreed that in respect of loss of or damage to Personal Property while in any vehicle described in the Schedule hereto by fire or theft (or attempt thereat) or by accidental means, the Company will indemnify the Insured or at the request of the Insured such other person as may be the owner of the property so lost or damaged

PROVIDED THAT:

- (i) the total liability of the Company shall be limited to the amount stated in the Schedule against this endorsement number in respect of any one occurrence
- (ii) compensation payable to any person other than the Insured shall be paid direct to such other person who shall as though he were the Insured observe fulfil and be subject to the terms exceptions conditions and endorsements of this Policy in so far as they can apply and whose receipt shall be a full discharge in respect of any liability hereunder
- (iii) the Company shall not be liable in respect of loss of or damage to goods or samples carried in connection with any trade or business
- (iv) the Company shall not be liable in respect of loss of Cash or fraudulent use of Credit Cards or Cheques.

36: WINDSCREEN AND WINDOW GLASS

Indemnity in respect of repair or replacement of damaged or broken Glass in the windscreen or windows of your car and any scratching to the bodywork caused by the broken glass, as long as there has not been any other loss or damage.

For Windscreen/Window Claims Use **NO NONSENSE CAR INSURANCE**'s approved supplier:

AAA Mobile Windscreens Phone: 1890 77 99 55

Excluding

- Any amounts in excess of €223 where repair or replacement is not carried out by our Approved Supplier detailed above.
- Any cars placed on temporary cover.

72: CAR BREAKDOWN ASSISTANCE COVER - Freephone 1800 945 248

(Northern Ireland & UK 00 353 91 560695)

It is agreed that in respect of immobilisation of the **car described in the Schedule** as a result of an accident, mechanical breakdown, fire, theft or any attempt thereat, malicious damage, punctures that require assistance to fix or replace a wheel, lost keys, stolen keys, keys broken in the lock or locked in the car, happening during the period of insurance within the Island of Ireland or in England, Scotland and Wales.

The Company will pay for the following kinds of benefits:

Roadside & Doorstep Assist

One hour's free labour at the roadside or at your home or your place of work if the car can be repaired in situ. Note: The insured driver must be with the car when the repairer arrives. If there is no insured driver with the car when the repairer arrives, no benefits shall be applicable under this endorsement.

Towing

If the car has broken down away from home or at home and repairs cannot be carried out in situ, the Company will cover the cost of towing the car to the nearest competent repairer or to your own garage, whichever is the closer.

Completion of Journey within Ireland

If repairs cannot be carried out at the roadside and you are more than 30KM away from your home, we will arrange and pay for:

- onward public transport of the Insured driver and passengers home or to the intended destination or
- a replacement car for up to 48 hours and public transport back to collect your car when repaired or
- overnight accommodation for one night only, while repairs to the car are being carried out, subject to a maximum value of €35 per person and €175 in total.

Theft of Car within Ireland

In the event of theft of the car which is not recovered within 24 hours, where that theft has been reported to us and the Gardai, the Company will provide a replacement car for up to **five** days or until your car is recovered, whichever is the sooner.

Optional Additional Covers - Continued

Completion of Journey within England, Scotland and Wales

If repairs cannot be carried out at the roadside, we will provide a replacement car for up to 48 hours, subject to a monetary limit of Stg £100.

If the car cannot be repaired before departure date, the Company will cover the cost of towing the car to the port you are leaving from, subject to a monetary limit of Stg £250.

Message Relay

We will pass on two urgent messages for you.

Limits of Responsibility

We will not be responsible to you if we are unable to provide the services specified by this endorsement as a result of:

- the Commercial Conditions applied by Car Hire Companies, which will include but may not be limited to the driver providing a Full Licence free of Endorsements, Credit Card deposit and returning of the hire car to a pick-up point.
- any Government control restrictions prohibitions or any other act or omission of any Government agency or local authority, or the default of any supplier, agent or other person or of labour disputes or difficulties.
- any other event beyond our reasonable control.
- if we have to make a forced entry to your car because you are locked out, you must sign a declaration, saying that you will be responsible for the damage.
- cover is not applicable if your vehicle is modified for, or is taking part in, racing, trials or rallying

Exclusions to Car Breakdown Assistance Cover

The Company shall not be liable:

1. For any liability or consequential loss arising from any act performed in the execution of the assistance services provided.
2. To pay for expenses, which are recoverable from any other source.
3. For any claim arising where the car is carrying more passengers or towing a greater weight than that for which it was designed as stated in the Manufacturer's specifications or arising directly out of the unreasonable driving of the car on unsuitable terrain.
4. For any accident or breakdown brought about by an avoidable, wilful and deliberate act committed by the Insured.
5. For the cost of repairing the car other than outlined in the benefit "Roadside & Doorstep Assist" above.
6. For the cost of any parts, keys, lubricants, fluids or fuel required to restore a car's mobility.
7. For any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the car.
8. We may refuse assistance in circumstances where a driver is clearly intoxicated.

NO NONSENSE Car Breakdown Assistance is a 24 Emergency assistance service in the event of Car Breakdown.

The Choice of the assistance supplied depends on the options available to the assistance provider at the time of the request for assistance.

The Company shall not be liable for any expenses you accrue without dialling the Freephone Car Breakdown Assistance Line.

74: NO CLAIMS DISCOUNT PROTECTION COVER

Notwithstanding anything contained to the contrary in the "No Claims Discount" Section of this Policy, a single claim, costing no more than €10,000 can be made under Section 1 or 2 (where applicable) in any one period of insurance without affecting the No Claims Discount earned under this Policy.

Optional Additional Covers- Continued

76: PERSONAL ACCIDENT AND PASSENGER MEDICAL EXPENSES

Personal Accident

The Company will pay one of the following benefits if the Insured suffers accidental bodily injury in connection with an accident in the insured car and if within 3 months of the date of the accident, the injury results in:

	Benefit
Death	€10,000
Total and irrecoverable loss of sight of both eyes	€10,000
Total Loss of one or more limbs which have been at or above the wrist or ankle	€5,000
Total and irrecoverable loss of sight of one eye.	€5,000

Excluding:

- any person over 75 years at the time of their injury.
- any injury resulting from suicide or attempted suicide.
- anyone who is driving under the influence of alcohol or drugs at the time of the accident.

Medical Expenses

If the Insured or his driver or any occupant of any vehicle described in the Schedule hereto shall in direct connection with such vehicle sustain any bodily injury by violent accidental external and visible means the Company will pay to the Insured the medical expenses in connection with such injury up to the sum of €1,000 in respect of each person injured.

78: CAR HIRE EXPENSES

The Company will provide indemnity in respect of expenses incurred arising out of the hiring of a car as a direct result of the Insured vehicle sustaining damage which is subject to indemnity under Section 2 (Loss or Damage to Insured Car) of the Policy.

Provided the total liability of the Company shall not exceed:

- (1) the sum of €40 in respect of any one day
- (2) the sum of €300 in respect of any one occurrence or series of occurrences, arising out of one cause.

81: NEW REPLACEMENT CAR

If within 12 months of its registration as new in the Insured's name, and provided it has not travelled more than 25,000 kilometres, the vehicle described in the Schedule hereto:

- a) sustains damage to the extent that we assess the damage at greater than 60% of the Manufacturer's list price at the time of the damage
OR
- b) is stolen and not recovered within 28 days of the date of you telling us about the Theft.

The Company will, at the Insured's request and subject to the consent of any other party who has an interest in the vehicle, replace the vehicle with a new vehicle of the same make and model if available, provided the list prices of such vehicle does not exceed the Insured's estimated value as stated in the Schedule.

Where the Insured or any other interested party avails of this provision, the Company in that situation will be entitled to take possession of the Insured's damaged vehicle to dispose of as deemed appropriate.

In the event it is not possible to provide a new replacement vehicle of the same make and model, the Company's Liability will be limited to the cost as set out in the maker's last published list price, less any discounts that may have been applicable at the time.

82: INSURED DRIVING OTHER PRIVATE MOTOR CARS - THIRD PARTY ONLY COVER

The Company will indemnify the Insured, in the terms of and subject to the limitations of the indemnity which is granted by Section 1 of this Policy (Liability to Third Parties), in respect of any event while personally driving a motor car (private type) not belonging to him and not hired to him under a hire purchase agreement and not in his custody or control by reason of the business or employment of the Insured, provided he is not entitled to indemnity under any other Policy.

The Indemnity provided by this Additional Cover is subject to the Policy Excess appearing against Endorsement No. 2 of the Policy Schedule.

General Exceptions of the Policy

The Company shall not be liable:

- (1) In respect of
 - (a) any liability (in excess of the common law or the statutory liability applicable to the case) undertaken by the Insured by special contract
 - (b) any loss damage liability and/or injury arising out of any event occurring
 - (i) while any vehicle described in the Schedule hereto is being driven by or is for the purpose of being driven by him in the charge of any person other than a driver as described under the heading "Description of Drivers" in this Policy or
 - (ii) while any vehicle in connection with which insurance is granted under this Policy is being used otherwise than within the Limitations as to Use in this Policy.
 - (2) except under Section 1 in respect of any loss damage and/or injury arising during (unless it be proved by the Insured that the loss damage and/or injury was not occasioned thereby) or in consequence of Earthquake, Riot or Civil Commotion
 - (3) (except so far as is necessary to meet the requirements of the Road Traffic Acts) in respect of
 - (a) (i) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (ii) any legal liability of whatsoever nature
directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) any consequences of War, Invasion, Act of Foreign Enemy Hostilities (whether War be declared or not) Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power
 - (c) loss, damage, cost or expense of whatsoever nature or any legal liability for personal injury to third parties or damage to property belonging to third parties directly or indirectly caused by or resulting from or in connection with:
 - (i) Any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - (ii) (a) biological or chemical contamination
 - (b) missiles, bombs, grenades or explosives due to any act of terrorism.

For the purpose of this exception an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of (ii) (a) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

This exception also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exception is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
 - (d) (i) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage.

Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property which is insured shall be covered.
 - (ii) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.
- (4) in respect of claims by any person for injury arising out of and in the course of the employment of the injured person or damage to his property where this provision is not inconsistent with the provisions of the Road Traffic Acts.
- (5) In respect of any accident, injury, loss or damage whilst your car is in or on any part of an airport, airfield or any area where aircraft normally land, take off, move or park.

Policy Conditions

This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.

Any condition of this Policy or of any Endorsement herein in so far as it is a prohibited condition within the meaning of Part VI of the Road Traffic Act 1961/1968 shall not be a condition affecting the right of any person to recover an amount under or by virtue of the provisions of Section 76 of the said Act.

1. **Claims/Summonses & Prosecutions:** The Insured shall give notice in writing to the Head or any Branch Office of the Company immediately after the occurrence of any event in consequence of which the Company may become liable under this Policy with full particulars thereof or where such event did not occur in the Insured's presence within 48 hours after the occurrence of such event first came to his knowledge together with such particulars of such event as are in his knowledge or procurement.

Every letter, claim, legal proceedings including writ, civil bill, civil summons or other notice and every correspondence, communication or notice from the Personal Injuries Assessment Board (PIAB) shall be notified and forwarded unanswered to the Company immediately on receipt.

Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending prosecution or inquest in connection with any such event.

2. **No admissions:** No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for Indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

3. **Other Insurance:** If at the time any claim arises under this Policy there is any other existing insurance covering the same loss, damage or liability the Company shall not be liable except under Section 3 (Personal Accident) of this Policy to pay or contribute more than its rateable proportion of any loss, damage, costs or expenses.

Provided always that nothing in this condition shall impose on the Company any liability from which but for this condition it would have been relieved under Proviso (a) of Section 1 (Liability to Third Parties) to the cover granted to persons driving the insured vehicle or to the cover granted to passengers for their acts of negligence.

4. **Alcohol & Drugs:** If the Insured, or any authorised driver, is involved in an accident and as a result is convicted of an offence involving alcohol or drugs or was driving while under the influence of alcohol or drugs, cover will be restricted to the Company's liability under the Road Traffic Acts. The Company reserves the right to recover all sums paid in respect of any settlement of any such claim (including claimant's costs).

5. **Reasonable Care:** The Insured shall take all reasonable steps to safeguard from loss or damage and maintain in a roadworthy condition any vehicle described in the Schedule:

For instance, examples of such reasonable steps include:

- Where applicable the Insured Vehicles should have a current valid NCT Certificate.
- Anti-freeze should be used in the proportions recommended by the manufacturer.
- Tyre depth should be within legal limits.

The Company shall have at all times free access to examine such vehicle.

6. **Arbitration:** All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in the case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7. **Due Observance & Fulfilment:** The due observance and fulfilment of the terms provisions conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

8. **R.T.A. Obligations:** The Insured shall repay to the Company all sums paid by the Company in respect of any claim under this Policy which the Company would not have been liable to pay but for the provisions of the Road Traffic Acts and all expenses incurred by the Company in connection with any such payment.

Policy Conditions - Continued

9. Cancellation of Policy

The Policy may be cancelled at any time by the Insured on receipt of cancellation instructions in writing and return of the Insurance Certificate and Disc on issue. Provided no claim has occurred or is pending during the period of insurance, premium will be returned as follows:

1. If instruction is received within the Policy Cooling-off period, that is 14 days of the date cover had been arranged, or the date the insured received the Policy Schedule and Disc, whichever is the later, the Company will return the premium paid less a pro-rata premium for the period on cover.
2. If instruction is received at any other time, the Company will calculate the return premium in accordance with our cancellation scale hereunder:

Period of cover not exceeding	1 Month	3 Months	6 Months	9 Months	Over 9 Months
% Refundable	80%	60%	40%	20%	No refund

The Policy may be cancelled by the Company by sending ten days' notice by registered letter to the Insured at the last address given to the Company. Provided no claim has occurred, The Company will return the premium less a pro-rata premium for the period on cover.

10. Suspension of Policy

The cover under Section 1 "Liability to Third Parties" and/or the complete Policy cover can be suspended at your written request. If the suspension is for a period of 28 consecutive days or more, the Company will allow a suspension rebate of the proportion of the premium representing the suspended period of cover (less 25% if just Section 1 of your Policy is suspended) less an administration charge. During any suspension period, the Company will continue to collect Direct Debit instalments. The suspension will be effective from the date the relevant Certificate of Motor Insurance and Insurance Disc have been surrendered to **NO NONSENSE CAR INSURANCE**.

11. The Insured

The expression "the Insured" shall for the purposes of these conditions and so far as the context permits be deemed to include a reference to the Insured's personal representatives.

12. Policy Enhancements

If we amend or replace any Policy wordings, conditions, exclusions or endorsements during the period of insurance which improve, broaden or extend the Policy to your benefit, then, provided no additional premium is normally payable, this benefit is automatically passed on to you.

13. Instalment Premium Payment

If premium is being paid by instalments and the company is unable to collect any instalment by the due date, the Company will regard this as cancellation of this Policy and act in accordance with procedures outlined within Policy Condition 8.

If you have not paid all your premium, we may take any unpaid premiums from any claim settlement we make to you.

14. Fraud

If the Insured, or any authorised driver, or any person acting for or on behalf of the Insured, make any claim, knowing any part of it to be false or fraudulent, the Company will not pay the claim and will cancel your Policy and any other Policies you may have with the FBD Group Companies. The Company may also involve the relevant Authorities to bring criminal Proceedings.