



# CAR INSURANCE

## YOUR POLICY DETAILS



[www.NoNonsense.ie](http://www.NoNonsense.ie)

# Welcome to No Nonsense

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

At No Nonsense **we** aim to provide **our** customers with low cost car insurance without sacrificing on service. **We** offer a range of solutions so customers can choose the best option for their needs and budget.

- **Our** "Ready Made" product is hassle-free and provides the cover **you** need in a simple low cost package
- "Build Your Own" is a stripped down product that allows **you** to choose only the cover **you** want, starting from the most basic cover to get **you** on the road, with the option to add on the additional benefits that suit **you**
- With "SmartDriver" **you** can choose **your** cover from one of the options above and receive an upfront introductory saving of 10%. In addition, with "SmartDriver" **you** may have the opportunity to get up to a further 20% cash back on **your policy** by demonstrating safe driving behaviour.

Please read **your policy** document carefully. The **policy** should be read together with **your schedule** and **certificate** of insurance. **We** recommend that **you** keep a copy of **your proposal form** or **statement of fact** for **your** records. **Your schedule** will outline which sections of the **policy**, additional features and **endorsements** apply to **you**.

There are general conditions and exceptions which apply to the whole **policy** together with exceptions, conditions and limitations which apply to the individual sections. **You** should read all aspects of **your policy** and contact **us** should **you** have any queries.

**We** hope **you** are happy with **your** new car insurance **policy** and will remain a satisfied customer of No Nonsense in the future.



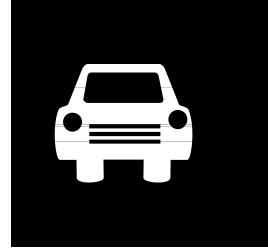
Group Head of Marketing

## Useful contact numbers

<b>Customer service</b>	Phone: 1890 25 27 37 Fax: 01 465 4245
<b>Claims service</b>	Phone: 1890 25 27 39
<b>Car breakdown assistance*</b>	Phone: 1800 945 248 (Northern Ireland and the UK: 00 353 91 560 695)
<b>Windscreen claims*</b>	Phone: 1890 25 27 39

\* These services only apply if **you** have chosen these additional features and they appear on **your schedule**.

At No Nonsense **we** may monitor and record calls to improve **our** service and to prevent and detect fraud.



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# No Nonsense

## INSURANCE

[www.NoNonsense.ie](http://www.NoNonsense.ie)

### Policy of Insurance

The information provided in **your** completed **proposal form** and declaration or **statement of fact** and declaration will form the basis of **your** insurance contract with **us**.

This **policy** document, **your schedule**, relevant **endorsements** and **your certificate** of insurance outline the cover **we** are providing to **you**. **You** should read these documents as one and keep them in a safe place. If they do not meet **your** requirements in any way or **you** have any queries, please contact **us**.

The insurance provided is subject to **you** having paid or agreed to pay **us** the premium and will apply in respect of **events** occurring within the territorial limits during the **period of insurance** or any subsequent period for which **we** may accept payment for renewal of this **policy**.

The cover provided is subject to the terms, exceptions and conditions outlined within the **schedule, policy** document and relevant **endorsements**.

No Nonsense is a trading name of FBD Insurance plc.

Signed for and on behalf of No Nonsense



Company Secretary

### Insurance Act 1936

**We** will pay any money due under the **policy** in the Republic of Ireland.

### Finance Act 1990

**We** have paid, or will pay, the appropriate Stamp Duty to the Revenue Commissioners in line with the requirements of the Finance Act 1990.

### Duty of disclosure

**You** have a duty to disclose to **us** all material facts. A material fact is any information likely to influence **our** acceptance of **your** insurance, **our** calculation of **your** premium or the terms and conditions **we** apply to **your policy**. If **you** fail to disclose all material facts **we** may treat **your policy** as invalid or not having existed or cancel it.

### Consequences of non-disclosure

If **we** treat **your policy** as invalid or not having existed or cancel it **you** may experience problems including

- the non-payment of claims
- difficulties in buying insurance elsewhere
- failure to carry out a duty under a contract with a lender.

# Definitions

Any word or expression defined below has the same meaning wherever it appears.

## Accident

An **event** which may give rise to a **claim** under this **policy**.

## Certificate

The document **we** issue to **you** that proves **you** have taken out the motor insurance needed by law. It will outline who is insured to drive **your** car, the purposes for which the car is insured to be used and whether **you** are covered to drive another car.

## Claim

A **claim** or series of **claims** arising out of any one cause.

## Endorsement

Changes in the terms of **your policy** which are noted on the **schedule**. The wordings of individual **endorsements** are outlined in this **policy** document.

## Event

An **event** which may give rise to a **claim** under this **policy**.

## Excess

The first part of a **claim** which **you** have to pay.

## Insured car

The car noted in the **schedule** including its accessories and spare parts while on the car or any car to which cover is transferred with **our** consent during the **period of insurance**.

Any references to vehicle or private motor vehicle in the **schedule** or **certificate** of insurance shall be read as the **insured car**.

## Insured driver

A person named in the **schedule**, **endorsements** and **certificate** as being insured and entitled to drive under the **policy**.

## Insured person

Any person provided with cover under this **policy**.

## Loss of a limb

Losing a limb or permanent loss of use of the limb at or above the wrist or ankle.

## Insured use

The purposes for which the **insured car** is insured to be used as outlined under the heading Limitations as to use on the **certificate** of insurance.

## Market value

The reasonable cost of replacing the **insured car** with one of the same make, model, specification, age and similar mileage/odometer reading, determined by a motor assessor appointed at **our** expense. Modifications not forming part of the standard vehicle specification are excluded unless they are factory fitted prior to first registration or otherwise as agreed by **us**.

## Passenger

Any person being carried in or getting into or out of the **insured car**.

## Period of insurance

The period for which **we** have accepted **your** premium and agreed to provide insurance as stated in the **schedule** and referred to as the Period of Cover in the **certificate**.

## Policy

The contract of insurance between **you** and **us**. This is based on **your** completed **proposal form** and declaration or **statement of fact** and declaration and includes

- the **schedule**
- **certificate** of insurance
- **policy** document and
- any **endorsements** and additional features shown on the **schedule** as being in force.

## Proposal form, statement of fact

The information provided by **you** and declarations made at the time the insurance was arranged and on which **we** have relied when agreeing to offer this contract of insurance and the terms provided.

## Schedule

The document which outlines **your** details, the **insured car**, the cover and **period of insurance** and which forms a part of the **policy**.

## We, us, our, the Company

No Nonsense.

## You, your, the insured

The person named in the **certificate** as the person to whom the **policy** of insurance has been issued and called the insured in the **schedule** including their legal personal representatives (for example, a person who administers the estate of a deceased person).

## Territorial limits

**We** will provide cover as set out in the **schedule** for **events** which happen during the **period of insurance** in Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands.

Cover is also provided while the **insured car** is in transit by sea (including loading and unloading) between any ports in the territories covered by this **policy**.

## Going abroad with the car

### Minimum cover abroad

The cover on the **insured car** also provides the minimum cover required by law relating to compulsory insurance of motor vehicles in

- a. other European Union member states
- b. any other country which the Commission of the European Union is satisfied has made arrangements to meet the minimum insurance requirements set out by the European Union Directives on insurance of civil liabilities arising from the use of motor vehicles.

### Cover extension if travelling abroad with the insured car

**We** would advise **you** to extend the current **policy**, at an additional premium, to avail of **policy** cover while travelling abroad. Once **you** pay the agreed additional premium and **we** grant a territorial extension the **policy** will be extended by the inclusion of an **endorsement** on **your schedule**.

## Green cards

Green cards or International motor insurance certificates are no longer a legal requirement when visiting most European Union member states and the designated territories noted in part b. above. **Your certificate** is sufficient as proof of insurance in most of these states.

Green cards are available on request and it is important to allow sufficient time between **your** request and the departure date of **your** journey. **We** will apply an administration charge for each Green card provided.

## No claim discount

**We** will reduce the renewal premium according to the following scale if no **claim** is made or arises under this **policy** in the **period of insurance**:

Period of insurance	Reduction
one year	20%
two years	30%
three years	40%
four years	45%
five years	50% (Maximum)

**Your** no claim discount will not be affected by a **claim** made under any of the additional features.

## Insured use

The use insured under **your policy** is outlined under Limitations as to use on **your certificate** and **schedule**. All policies include use for

1. social, domestic and pleasure purposes
2. use required by the overhaul, upkeep and repair of the **insured car**
3. use while towing a broken down mechanically propelled vehicle.

Some policies are extended to include business use and if this applies to **your policy** it will be noted on **your certificate** and **schedule**. **We** do not provide cover when the **insured car** is being used in other circumstances unless agreed by **us** and shown on **your certificate** and **schedule** as being within the Limitations as to use.

# Drivers whose driving is covered

**Your schedule** and **certificate** of insurance will show the drivers covered to drive under **your policy** provided they

1. hold a licence to drive the **insured car** or having held such a licence are not disqualified from holding that licence
2. do not have cover under any other policy
3. are not a person in the motor trade driving the **insured car** for the purpose of overhaul, upkeep or repair for **you**
4. observe the terms, exceptions, conditions, and **endorsements** of the **policy** in so far as they can apply.

## Section 1 – Third party insurance cover

### Cover for you

**We** will pay all amounts **you** or **your** legal personal representatives may legally have to pay for damages and claimants costs and expenses for

1. death or injury to any person
2. damage to property up to an amount of €30,000,000 inclusive of costs

resulting from an **accident** or series of **accidents** arising from any one **event**, as a result of or in connection with the **insured car**.

At **your** request, **we** will extend the cover provided by this section to include the legal liability of any **passenger** being carried in or getting into or out of the **insured car** provided that the **passenger**

- is not covered under another policy
- is not driving the **insured car** or in charge of the **insured car** for the purposes of driving
- observes the terms, exceptions, conditions and **endorsements** of the **policy** in so far as they can apply.

### Legal costs

**We** have the right to instruct, at **our** own expense, a solicitor for

1. representation at any coroner's inquest into a death

2. defending proceedings brought in any court of summary jurisdiction arising from any **event** which may be covered under this section
3. defending proceedings for manslaughter or dangerous driving causing death or serious bodily injury brought in any court of summary jurisdiction. The most **we** will pay is €2,500 for any one set of proceedings.

### Trailers

The cover provided by this section will extend to include the use of

1. any trailer while attached to the **insured car**
2. any detached single axle trailer up to half tonne unladen weight but not including
  - caravans
  - mobile homes
  - trailer tents
  - boat trailers
  - any trailer which incorporates machinery or other equipment.

**We** will not provide cover except as is necessary to meet the requirements of the Road Traffic Acts, for liability arising

1. from the use of the trailer or plant forming part of the trailer as a tool
2. out of any **event** which happens while any vehicle or trailer is drawing a greater number of trailers than is allowed by law.

### Exceptions to Section 1

**We** will not pay a **claim**, except where it is necessary to meet the requirements of the Road Traffic Acts, for

- a. death or bodily injury to any person driving the **insured car** or in charge of the **insured car** for the purpose of driving
- b. death or bodily injury to any person arising out of or in the course of their employment
- c. loss of or damage to property belonging to **you** or held in **your** care, custody or control or belonging to or held in the care, custody or control of any person driving with **your** consent
- d. loss of or damage to any **insured car** or trailer or other vehicle attached to the **insured car** or any property carried in or on such a trailer or attachment.

## Section 2 – Loss or damage to the insured car

### Cover provided

**We** will pay for loss or damage to the **insured car**. At **our** option, **we** may repair, reinstate or replace the **insured car** or alternatively pay a cash amount for the loss or damage.

### How we will settle claims

If the **insured car** is damaged **you** can select to

- use **our** approved repairer scheme, in which instance **we** will not require an estimate for the amount of the repairs and work can begin as soon as practicably possible, or
- you** can arrange for the reasonable and necessary repairs to be carried out at a repairer of **your** choice but **you** must first send **us** a detailed repair estimate and full details of the **event** as soon as possible so that **we** can approve the repairs.

**We** will pay for the repair costs at a non-approved repairer provided

- we** have agreed to the repairer carrying out the work, and
- the cost involved does not exceed what **our** approved repairer would charge.

**We** reserve the right to ask **you** to obtain other estimates. It is important to note that **we** will not be responsible for any loss of use of the **insured car** arising out of any delay in **our** agreeing to the repairer.

If any part or accessory of the **insured car** is no longer available or cannot be obtained from the makers **we** will pay the cost of the part or accessory as set out in the maker's last published price list plus the current labour charge for its fitting.

### Total loss

The maximum **we** will pay in the **event** of

- the **insured car** being damaged beyond repair or being deemed by **us** to be uneconomical to repair, or
- the **insured car** being stolen and not recovered is the **market value** of such a car immediately prior to

the loss or damage or the estimated value as noted on the **schedule**, whichever is the lower, less any residual salvage value. **We** have the option to take over the right to dispose of **your** damaged car, at any time during the course of a **claim**.

### Towing costs

If the **insured car** cannot be driven, due to any loss or damage insured under this **policy**, **we** will pay up to a maximum of €175 to tow the **insured car** to the nearest repairer. Following the repairs, **we** will also pay the reasonable cost of delivery of the car to **your** address in Ireland.

### Replacement locks

**We** will pay **you** up to a maximum of €500 to replace the locks and alarm on the **insured car** if the keys for the car are stolen by forcible and violent entry to or exit from

- your** usual residence or any other private residence at which **you** are spending the night, or
- any hotel room or guesthouse room at which **you** are spending the night.

#### **We** will not pay

- if **your** keys are stolen by deception or fraud or taken by a member of **your** family who normally lives with **you**
- for any loss if **you** do not report the theft of keys immediately on discovery to An Garda Síochána and in the case of a hotel or guesthouse, to the proprietors.

### Fire brigade charges

**We** will pay the fire brigade attendance charges which arise due to a valid **claim** under this section. The most **we** will pay is €1,000.

### Hire purchase, leasing or finance agreements

If to **our** knowledge **your** car is the subject of a hire, lease or finance agreement (including hire purchase) any payment shall be made to the owner described in the agreement whose receipt shall be a full and final settlement of **our** liability.



## Exceptions to Section 2

**We** will not pay for

- a. loss of use, depreciation, wear and tear, mechanical, electrical or electronic breakdowns, failures or breakages
- b. loss or damage caused by the **insured car** being filled with the wrong fuel
- c. damage to tyres by braking, punctures, cuts or bursts
- d. damage to the **insured car** its accessories and spare parts caused by the goods carried in the car
- e. the breakage of glass in the windscreen or window(s) of the **insured car**
- f. the cost of importing parts or accessories from outside the E.U. or any extra cost of parts or accessories above the price of similar parts available from the manufacturer's European representatives
- g. any car phone, audio, visual or navigational equipment fitted to the **insured car** whether fixed or which can be carried by hand, that do not form part of the manufacturer's original specification for **your** car
- h. loss or damage to the **insured car** where the car is taken without **your** consent by a family member, spouse or partner or person living in the same household
- i. any modifications to the **insured car** unless they form part of the manufacturer's original specification for the car or are optional extras fitted that **we** have agreed to cover
- j. loss or damage to the **insured car** arising from theft when the boot, sunroof or any door of the car has been left unlocked or when ignition keys are on or in **your** car
- k. any costs of storage of the **insured car** following an insured **event**.

## Endorsements

The following **endorsements** will apply where the corresponding **endorsement** number is shown in **your schedule**. All **endorsements** are subject to the terms, exceptions, limitations and conditions contained in the **policy**.

An **endorsement** will relate solely to the car registration number and/or the person's name appearing next to the **endorsement** number in the **schedule**, unless otherwise noted in the **endorsement** wording.

### 01 Accidental damage excess

**We** will not pay the **excess**, shown next to this **endorsement** number in the **schedule**, for a **claim** for loss or damage to the **insured car**.

No **excess** will apply for a **claim**

1. due to fire, self-ignition, lightning, explosion, theft or attempted theft
2. solely for replacement of broken windscreen or window glass.

### 02 Excess

**We** will not pay the **excess**, shown next to this **endorsement** number in the **schedule**, for any **claim** covered by this **policy**.

### 03 Third party insurance cover

This **policy** will only provide cover for liabilities to third parties as described in Section 1 – Third party insurance cover and no other cover will apply.

### 04 Third party, fire and theft

Cover is provided under Sections 1 and 2 only. Under Section 2 cover will apply only for **claims** caused directly by fire, self-ignition, lightning, explosion, theft or attempted theft.

### 05 Suspension of entire policy

All cover under this **policy** is suspended.

### 06 Suspension of third party insurance cover only

All **policy** cover provided under Section 1 – Third party insurance cover is suspended.

## 08 Excluding a named person from driving

The cover will not operate while the **insured car**

1. is being driven by or
2. is for the purpose of being driven by or
3. in the charge of

any person named next to this **endorsement** number in the **schedule**.

## 09 Named person(s) only driving

Cover is provided solely while the **insured car** is being driven by the person or persons named next to this **endorsement** number in the **schedule**.

## 14 Interest of owner

**We** will also provide cover under Section 2 to the owner shown next to this **endorsement** number in the **schedule**.

## 16 Indemnity to employer

**We** will extend Section 1 to provide cover to **your** employer, shown next to this **endorsement** number in the **schedule**, if an **accident** occurs while the **insured car** is being used by **you** on **your** employer's business provided

- a. the **insured car** does not belong to or is not provided by **your** employer
- b. the employer is not entitled to cover under another policy
- c. the employer observes, fulfils and complies with the terms, exceptions, conditions and **endorsements** of this **policy** in so far as they can apply.

## 22 Policy cover for specified trailers

The cover provided by this **policy** will include the trailers described in the **schedule**. For the purposes of this **policy** any trailer and plant forming part of or permanently attached to a trailer shall together be deemed to form a trailer but cover will not apply to

1. liability arising from the use of the trailer or plant forming part of the trailer as a tool except as is necessary to meet the requirements of the Road Traffic Acts
2. liability arising out of any **event** which happens while the **insured car** is drawing a greater number of trailers than is allowed by law.

## 50 Excluding learner permit or provisional licence holders

**We** will not provide cover under the **policy** while the **insured car** is being driven by a person who is the holder of a learner permit or provisional licence.

## 51 Including named learner permit or provisional licence holders

**We** will not provide cover under the **policy** while the **insured car** is being driven by a person who is the holder of a learner permit or provisional licence other than a person named in the **schedule** next to this **endorsement** number.

# Additional features

**You** can choose to add any of the following additional features to **your** car insurance **policy** at an additional cost. The additional features will apply only when the specific additional feature number and description is shown on the **schedule**. All additional features are subject to the terms, exceptions, limitations and conditions contained in the **policy**.

## 20 Personal property

**We** will pay **you**, or at **your** request the owner of the property, for loss or damage to personal property, while in the **insured car**, by fire, theft or attempted theft or by accidental means provided that

1. the maximum amount **we** will pay for any one **claim** is the amount stated in the **schedule**
2. payment to any person other than **you** shall be paid direct to that person who shall observe, fulfil and be subject to the terms, exceptions, conditions and **endorsements** of the **policy** in so far as they can apply. **Our** obligations under this section will be fulfilled once payment is made.

**We** will not pay for

1. loss or damage to goods or samples carried in connection with any trade or business
2. loss of cash or fraudulent use of credit cards or cheques.

## 36 Windscreen and window glass

**We** will pay the cost to repair or replace 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.

In the event of a windscreen or window **claim you** will need to ring 1890 25 27 39 for details of **our** approved supplier.

**We** will not cover

1. any amount over €223, unless **you** use **our** approved supplier
2. windscreen and window glass of any cars placed on temporary cover.

## 72 Car breakdown assistance

The service provided under Car breakdown assistance is a 24 hour emergency assistance service in the event of car breakdown.

**You** must contact the Freephone car breakdown assistance line to activate this service and **we** will not cover any costs **you** incur prior to calling **us** on 1800 945 248 or from Northern Ireland, England, Scotland or Wales on 00 353 91 560 695. The assistance supplied will be at the choice of the assistance provider based on the options available to them at the time of the request. This is because all options are not always available at the time of a breakdown.

**We** will provide assistance for breakdown of the **insured car** caused by an **accident**, mechanical breakdown, fire, theft, attempted theft, malicious damage, punctures that need help to fix or to replace a wheel, lost keys, stolen keys, keys broken in the lock or locked in the car, occurring during the **period of insurance**.

Cover applies within the island of Ireland, England, Scotland and Wales and **we** will provide the following benefits:

### Roadside and doorstep assist

**We** will provide one hour's free labour either at the roadside, **your** home or place of work if the **insured car** can be repaired where it is. **You** or an **insured driver** must be with the **insured car** when the repairer arrives to avail of the benefits under this assistance service.

## Towing

If the **insured car** has broken down at home or away from home and cannot be repaired where it is **we** will pay the cost of towing the **insured car** to the nearest garage capable of repairing the car or **your** own garage, whichever is closer.

## Completion of your journey within Ireland

If repairs cannot be carried out at the roadside and **you** are more than 30 kilometres from **your** home, at the choice of the assistance provider **we** will arrange and pay for one of the following:

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

## Theft of your car within Ireland

If **your** car is stolen and not recovered within 24 hours and the theft has been reported to both **us** and An Garda Síochána, **we** will provide a replacement car for

- up to five days or
- until the **insured car** is recovered

whichever is sooner.

## Completion of your 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. The most **we** will pay for this is £100 (sterling).

If the **insured car** cannot be repaired before departure date, **we** will pay for the **insured car** to be towed to the port **you** are leaving from. The most **we** will pay for this is £250 (sterling).

## Message relay

**We** will pass on two urgent messages for **you**.

## Conditions limiting our responsibility

We will not be responsible to provide **you** with the services outlined under this additional feature if **we** are unable to do so as a result of

1. the commercial conditions imposed by car hire companies, for example requiring the driver to provide a full licence free of endorsements, a credit card deposit, or the requirement to return a hire car to a pick up point
2. any government control restrictions or prohibitions or any other act or omission of any government agency or local authority; or default of any supplier, agent or other person; or labour disputes or difficulties
3. any other event beyond **our** reasonable control.

If **we** have to make a forced entry to the **insured car** because **you** are locked out, **you** must sign a declaration saying that **you** will be responsible for the damage.

This assistance service will not apply where the **insured car** is modified for, or is taking part in racing, trials or rallying.

## Exclusions to car breakdown assistance

We will not pay a **claim**

1. for any liability or consequential loss arising from using this assistance service
2. for expenses which can be recovered elsewhere
3. arising where the **insured car** is carrying more **passengers** or towing a greater weight than that for which it was designed as outlined in the manufacturer's specifications
4. arising as a direct result of the unreasonable driving of the **insured car** on unsuitable ground
5. for any **accident** or breakdown brought about by an avoidable, wilful and deliberate act carried out by **you** or the **insured driver**
6. for the cost of repairing the **insured car** other than as outlined in the benefit Roadside and doorstep assist

7. for the cost of any parts, keys, lubricants, fluids or fuel required to allow the **insured car** drive again
8. caused by fuels, mineral essences or other flammable materials, explosives or poisonous substances carried in the **insured car**
9. and **we** may refuse assistance where an **insured driver** is clearly intoxicated.

## 74 No claim discount protection cover

**You** can make a single **claim** of no more than €10,000 under Section 1 or Section 2 if applicable, in any one **period of insurance** without it affecting **your** no claim discount under this **policy**.

## 76 Personal accident and medical expenses

We will pay one of the following benefits if **you** are injured by violent, accidental, external and visible means as a result of an **accident** in the **insured car** which within three months results in:

Death	€10,000
Total and permanent loss of sight of both eyes	€10,000
Total loss of one or more limbs	€5,000
Total and permanent loss of sight of one eye	€5,000

We will not pay for

- 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

We will pay **you** medical expenses up to €1,000 each, for bodily injury suffered in direct connection with the **insured car** by

1. **you**
2. an **insured driver** or
3. any person in the **insured car**

arising from violent, accidental, external and visible means.

## 78 Car hire expenses

**We** will pay the cost of **you** hiring a car if these costs arise as a direct result of the **insured car** being damaged and such damage is covered under Section 2 – Loss or damage to the **insured car**.

**We** will pay up to €40 per day but no more than €300 in respect of any one **claim**.

## 81 New car replacement

**We** will at **your** request replace the **insured car** with a new car of the same make and model, if available, once the list price of the new car does not exceed **your** estimated value as shown in the **schedule** if

1. within 12 months of registration as new in **your** name and
  2. having not travelled more than 25,000 kilometres the **insured car**
- a. in **our** assessment sustains damage of greater than 60% of the manufacturer's list price at the time of damage, or
- b. is stolen and not recovered within 4 weeks of the date on which **you** advised **us** of the theft.

This provision is subject to the consent of any other party who has an interest in the **insured car**.

**We** will be entitled to take possession of and dispose of **your** damaged car in the event either **you** or any other interested party avails of cover under this additional feature.

If it is not possible to provide a new replacement car of the same make and model **we** will only pay the cost of such car as set out in the maker's last published price list, less any discounts that may have been applicable at the time of purchase.

## 82 Cover to drive other cars – Third party insurance cover only

This additional benefit will apply to **your policy** if it is noted on **your schedule**.

So long as **you** are not entitled to cover under any other policy, the insurance provided by Section 1 will also cover **you** for an **event** arising while personally driving a car which

1. does not belong to **you**
2. is not in **your** custody or control in the course of **your** employment or business

3. is not hired to **you** under a hire purchase agreement.

This extension applies to private passenger cars only. It does not apply to

- vans
- car-vans
- jeeps with no seats in the back
- vans adapted to carry **passengers**.

## 83 Step back discount protection

With step back no claim discount protection the no claim discount granted under **your policy** will not be lost as result of a single **claim** but will be reduced as follows:

- 50% it will step back to 40%
- 45% it will step back to 30%
- 40% it will step back to 20%
- 30% it will step back to 0%
- 20% it will step back to 0%.

## 84 SmartDriver policy

This **policy** is a SmartDriver **policy** if SmartDriver is noted on **your schedule**.

The additional terms and conditions which apply to a SmartDriver **policy** are outlined under the SmartDriver section of the **policy** document.

# General exceptions of the policy

**We** will not pay for the following except where it is necessary to meet the requirements of the Road Traffic Acts.

## 1 Contractual liability

Any liability accepted under a contract which would not have existed in the absence of the contract.

## 2 Drivers and uses

Any loss, damage, cost, expense, liability or injury arising out of any **event**

- a. while the **insured car** is being driven by or is for the purpose of being driven in the charge of any person other than a person permitted to drive under the **policy** or
- b. while the **insured car** is being used other than as noted on the **certificate**
- c. while the **insured car** is being used for
  1. racing, pacemaking, speed testing, competitions, rallies or trials
  2. hire or reward
  3. carrying **passengers** for hire or reward.

## 3 Earthquake, riot or civil commotion

Any loss, damage, cost, expense, liability or injury caused by earthquake, riot or civil commotion.

## 4 Radioactive contamination

Any loss, damage, cost, expense, liability or injury directly or indirectly caused by, contributed to or arising from

- a. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor, or other nuclear assembly or nuclear component thereof
- c. any weapon or tool using atomic or nuclear fission or fusion or other similar reaction or radioactive force or material
- d. any radioactive, toxic, explosive or other dangerous or contaminating properties of any radioactive material.

## 5 War

Any loss, damage, cost, expense, liability or injury caused as a consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## 6 Terrorism

Any loss, damage, cost, expense, liability or injury directly or indirectly caused by, contributed to or arising from

- a. an act of terrorism, regardless of any other cause or **event** contributing to a loss, including any action taken to control, prevent or suppress or in any way relating to an act of terrorism.

**We** define an act of terrorism as an act or threat of force or violence by any person or group, whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological, ethnic or similar purpose to influence any government or to place the public, or any section of the public, in fear.

- b. biological or chemical contamination, missiles, bombs, grenades or explosives due to any act of terrorism.

**We** define contamination as contamination, poisoning or preventing or limiting the use of objects due to the effects of chemical or biological materials.

If **we** allege that, by reason of this general exception, any loss, damage, cost or expense is not covered by this **policy** the burden of proving the contrary shall be on **you**. In the event that any part of this general exception is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## 7 Cyber risks

Any loss, damage, cost, expense, liability or injury described in a. and b. below to any of the items numbered one through to eight:

- a. the loss of or damage to or a change in or
- b. a reduction in the ability to work, availability or operation of
  1. a computer system
  2. hardware
  3. program
  4. software
  5. data
  6. information repository
  7. microchip
  8. integrated circuit or similar device in computer equipment or non-computer equipment

that results from the malicious or negligent transfer, electronic or otherwise, of a computer program that contains a malicious or damaging code.

A damaging code can include but is not limited to

- computer virus
- logic bomb or
- Trojan horse.

## 8 Injury, damage or loss in the course of employment

Any **claim** by any person for injury to them or damage or loss to their property arising out of and in the course of their employment.

## 9 Sonic bangs

Any loss, damage, cost, expense, liability or injury which arises directly or indirectly from pressure waves caused by aircraft or other devices travelling at sonic or supersonic speeds.

## 10 Airside liability

Any loss, damage, cost, expense, liability or injury caused while the **insured car** is in or on any aerodrome, airport, airfield or similar establishment. This includes the area for the take-off and landing of aircraft or the movement of aircraft on the surface, aircraft parking aprons including associated service roads and ground equipment parking areas and those parts of passenger terminals of an international airport which come within the customs examination area.

This does not include roads and car parking facilities to which the public have access.

# General conditions of the policy

**You** or any person claiming under this **policy** must comply with the following general **policy** conditions to avail of the full protection provided by the **policy**. If **you** or any other person claiming under this **policy** does not comply with them, **we** may cancel the **policy** or refuse to deal with **your claim** or reduce the amount of any **claim** payment.

No condition or **endorsement** of this **policy** will affect the right of any person to recover an amount under or by virtue of the Road Traffic Acts.

## 1. Your duty

- A. **You** must advise **us** of all material facts when applying to **us** for insurance. A material fact is one which may influence **us** when agreeing to provide insurance or the premium **we** charge. **We** will consider the **policy** to be invalid and not having existed if **you** do not truthfully provide accurate information or **you** fail to disclose any material fact when applying for cover. The answers and statements **you** provide in the **proposal form** and declaration or **statement of fact** and declaration must be true.
- B. **You** must notify **us** as soon as possible of any change which may affect this insurance. In particular if
- the main driver changes
  - any change is made to the **insured car**, or if the **insured car** is replaced
  - **you** no longer own the **insured car**
  - **you** change the address at which the **insured car** is usually parked overnight
  - **you** change occupation
  - **you** want to use the **insured car** for any use not included on **your certificate**
  - the health of any **insured driver** affects their ability to drive the car
  - **you** or any **insured driver** is convicted of any driving or criminal offence.

**We** will then let **you** know of any change in **your** premium or **your** cover. The list above does not show all the changes **you** must tell **us** of. Please contact **us** if **you** are in any doubt about the importance of a change in circumstance.

- C. **You** have a continuing obligation to observe and fulfil the terms, provisions, conditions and **endorsements** of this **policy** in so far as they relate to anything to be done or complied with by **you**.

These requirements must be strictly carried out by **you** otherwise no person will be entitled to make a **claim** under this **policy**.

## 2. Looking after your car

**You** shall take all reasonable steps to safeguard the **insured car** from loss or damage and keep it in efficient condition. Examples of such reasonable steps can include

- a. where applicable the **insured car** should have a current valid National Car Test certificate
- b. anti-freeze should be used as recommended by the manufacturer
- c. tyre depth should be within legal limits.

**We** will have free access to examine the **insured car** at all times.

## 3 Your obligations in the event of a claim or prosecution

- a. **You** must not admit responsibility or make an offer or promise of payment or reimbursement without **our** written consent.
- b. **You** must write or telephone and let **us** know immediately about any **event** which may give rise to a **claim** under this **policy** and provide full details. Alternatively if **you** are not involved personally in an **event** **you** must advise **us** within 48 hours of becoming aware of such an **event** providing all details **you** are aware of or have obtained.
- c. **We** require that **you** send **us**, immediately on receipt and without answering it, every letter, claim, legal proceedings and every correspondence, communication or notice from the Injuries Board formerly known as the Personal Injuries Assessment Board (PIAB). **You** shall also write and tell **us** immediately **you** become aware of any prosecution or inquest in connection with any **event**.
- d. **You** shall give **us** all information and assistance as and whenever **we** may require.



## 4. Our rights in the event of a claim or recovery

We will be entitled to take over and carry out in **your** name the defence or settlement of any **claim**. For **our** own benefit **we** may take legal action, in **your** name, to recover any amount **we** have paid. **We** will decide how any proceedings or settlements are handled.

## 5. Impact of alcohol and drugs

**We** will only pay a **claim** if **we** are required to by the Road Traffic Acts if **you** or an **insured driver** are involved in an **accident** and as a result

- A. are convicted of an offence involving alcohol or drugs, or
- B. were driving under the influence of alcohol or drugs.

**We** will be entitled to recover this amount from **you** including the costs paid to the person making the **claim**.

## 6. Other insurance

If, at the time any **claim** arises under this **policy**, there is any other insurance covering the same loss, damage or liability, **we** will only pay **our** share of any loss, damage, cost or expense. If at the time of the **claim** the person driving the **insured car** has cover under another **policy** for the same loss or damage or liability then no cover shall apply under Section 1 - Third party insurance cover, of this **policy**.

This condition will not apply to any personal accident cover which may be provided by this **policy**. If personal accident cover applies it will be noted on **your schedule**.

## 7. Disputes between you and us

Any dispute relating to a **claim** between **you** and **us** under this **policy** must be referred to arbitration. The appointment of the arbitrator will be by agreement between **you** and **us** but if we cannot agree, the President of the Law Society of Ireland will appoint an arbitrator. If the disputed **claim** is not referred to arbitration within 12 months of **your claim** being turned down, **we** will treat the **claim** as abandoned.

## 8. Our right to reclaim payments

If **we** make a payment due to **our** obligations under the Road Traffic Acts or any law, on a **claim** which the **policy** does not cover, **we** have the right to get the payment back from **you**.

## 9. Cancellation of the policy

**You** may cancel the **policy** at any time by sending **us** written cancellation instructions and returning the current insurance **certificate** and disc. As long as no **claim** has been made or is pending during the **period of insurance**, **we** will return premium to **you** as follows:

1. If **your** instructions are received within 14 days of the date **you** take out cover, or the date **you** receive **your policy** documentation, whichever is the later, **we** will return the premium paid for the **period of insurance** remaining.
2. If **your** written cancellation instructions are received at any other time, **we** will calculate the return premium in accordance with **our** cancellation scale as follows:

If the cover period is less than	Refundable premium is
1 month	80%
3 months	60%
6 months	40%
9 months	20%
Over 9 months	0%

## Cancellation by us

**We** may cancel **your policy** by sending **you** ten day's notice of cancellation by registered letter to **your** last known address. **You** must return **your** current **certificate** and insurance disc. As long as no **claim** has been made or is pending **we** will refund the premium for the **period of insurance** remaining.

**We** will apply a €50 administration charge to any **policy** that is taken out and subsequently cancelled by **us** because

1. the information given to **us** was incorrect, or
2. documentation **we** requested was not provided in order to complete the contract.

## 10. Suspension of policy

The cover under Section 1 – Third party insurance cover or, the whole **policy**, can be suspended at **your** written request from the date **you** have returned the current **certificate** and insurance disc. If the suspension lasts for a period of 28 consecutive days or more, **we** will refund the premium for the suspended period (less 25% if just Section 1 of **your policy** is suspended), less an administration charge. **We** will continue to collect direct debit instalments during a

period of suspension.

There is no premium refund if the suspension arises due to a **claim**.

## 11. Instalment premium payment

If **your** premium is being paid by instalments and **we** are unable to collect any instalment by the due date, **your policy** will be cancelled in accordance with **policy** condition 9.

If **you** have not paid **your** entire premium, **we** may with **your** agreement, take any unpaid premium from any **claim** settlement **we** make to **you**.

## 12. Fraud

If **you** or any person entitled to cover under this **policy** makes a **claim** knowing it to be false or fraudulent in any way, or if damage is caused by any deliberate act or with **your** consent or involvement or the involvement of anyone acting on **your** behalf, then all cover under the **policy** will be forfeited.

**We** will cancel **your policy** and any other policies **you** may have with **us**. **We** may also involve the relevant authorities to bring criminal proceedings.

## 13. Application of limits of indemnity

Where **we** have to make a payment to more than one **insured person** in the **event** of an **accident**, the maximum amount **we** will pay will be the limit noted under the **policy** or under any applicable **endorsement**, regardless of the number of people insured. **Your** liability will be prioritised ahead of any other **insured person**.

# SmartDriver section

## Introduction

With a SmartDriver **policy you** will be able to avail of premium reductions once the SmartDriver device confirms safe driving behaviour during the monitoring period.

The No Nonsense SmartDriver device is an electronic telematics device used to record and monitor driver behaviour. It helps improve driving standards and enables **us** to offer **you** cheaper premiums.

There are additional conditions which apply to a SmartDriver **policy** and premium reductions can only be considered once these conditions are complied with by **you** or any **insured driver**.

**You** can cancel the SmartDriver **policy** and move to a standard No Nonsense **policy** either before installing the device or at any time during the first **period of insurance**. **You** must notify **us** by calling 1890 25 27 37 and returning the device in the freepost packaging provided.

As SmartDriver cash back rewards only apply in respect of SmartDriver policies it is likely that **you** will have to pay more for a standard No Nonsense **policy**.

## How does the SmartDriver device work?

The device itself is a small electronic device which fits discreetly into the **insured car**. **Our** installation guide provides advice to help **you** install the device.

The device measures and passes on details of how the car is driven. Data measured includes time, date, location coordinates, braking frequency and force, cornering and acceleration. This data is used to determine **your** driving behaviour and calculate **your** driver score for which **you** may receive a cash back reward.

Occasionally the transmission of data may be impaired or interrupted by power failures or other causes and events that are outside of **our** control. **We** will factor in any interruption in data transmission when calculating driver behaviour scores, where possible.

## Rewards for safe driving

If **you** are a safe driver, **you** could save up to 30% on **your** premium. This can be done in two ways:

1. a 10% introductory saving on incepting a SmartDriver **policy**. **We** will then monitor **your** driving behaviour for around 90 days and based on the score **you** get **we** may issue a cash back reward of up to 20% of the full premium; or
2. an initial discount of 15% by downloading and using **our** TopDriver mobile phone app when buying a SmartDriver **policy**. **We** will then monitor **your** driving behaviour for around 90 days and based on the score **you** get **we** may issue a cash back reward of up to 15% of the full premium.

The total possible premium reduction under a SmartDriver policy will be no more than 30% of the full premium and the savings will only be applied as outlined under 1. or 2. above.

The SmartDriver device must remain installed in the car for a further period of around three months to back up the score achieved in the first three months and allow **us** calculate the renewal premium.

## Conditions which apply to a SmartDriver policy

**We** own the device and give it to **you** for a period of up to six months to monitor **your** driving behaviour. It is a condition of the **policy** that

1. within 14 days of its receipt, **you** must install the SmartDriver device and it must remain installed in the **insured car** and in use at all times (unless notified otherwise by **us**)
2. **you** must notify **us** of any permanent change from one car to another and provide full details of the new car. The SmartDriver device will need to be transferred to the new car
3. **you** must return the SmartDriver device to **us** when **we** ask **you** to during the **period of insurance**. This request will occur approximately six months from the date cover starts.

If **you** do not comply with the additional policy conditions relating to SmartDriver **we** will cancel the **policy** in accordance with the general conditions of the **policy**.

If **you** No Nonsense SmartDriver **policy** is cancelled while the SmartDriver device is installed in the **insured car**, **we** will retain €125 from any cancellation refund. **We** will refund this amount when **you** return the device to **us**. Should **you** decide to cancel the **policy** **you** are asked to return the SmartDriver device to: Freepost No Nonsense PO Box 11225 Dublin 12.

**We** do not accept any responsibility for any of the following which arise from the installation of the SmartDriver device in the **insured car**:

- costs incurred in the installation or removal of the SmartDriver device
- loss or damage to the **insured car**
- loss of value or
- other financial loss.

## Installation

Once **we** receive a signed **proposal form** and proof of no claim discount **we** will issue a SmartDriver welcome pack. **You** will find installation instructions for the self-install device at [www.NoNonsense.ie/install](http://www.NoNonsense.ie/install). These will be specific to **your** car's make and model where possible.

**You** must ensure that **you** have the agreement of anybody with a legal interest in the car prior to installing the device.

In most cases the device will simply connect to the **insured car's** OBD-II port or on board diagnostics port. In the event the location of the OBD-II port is not suitable for permanent installation the device may be connected to the **insured car's** battery.

**You** are responsible for any costs incurred to install or remove the device.

The SmartDriver device can also be installed by a mechanic at **your** own cost. **We** can provide **you** with further assistance by calling 1890 25 27 37.

Once the SmartDriver device has been installed **we** will send **you** a confirmation text and e-mail confirming the device has been properly installed. **We** will send additional notification text and email messages where **we** notice changes to the installation, including the deactivation and reactivation of the device.

## Check your driving performance

**We** will also email **you** a User ID and login details to allow **you** access to the customised SmartDriver portal so **you** can regularly check **your** driving performance. The User ID and login details should be kept in a safe place.

The portal will show information about **your** driving behaviour. It is important to access this information regularly to keep track of **your** driving scores. **Your** safe driving has a direct impact on **your** score.

## Return of the SmartDriver device

After around six months from the start date of cover **we** will ask **you** to return the SmartDriver device to: Freepost No Nonsense PO Box 11225 Dublin 12. It is a condition of this **policy** that the SmartDriver device is sent to **us** within 14 days of **our** asking **you** to return it.

**We** will have the right to keep €125 of any **policy** cancellation refund if the SmartDriver device is not returned within 14 days of **you** receiving **our** request to return it.

## The data collected

**We** will use the data collected by the SmartDriver device to determine **your** driving behaviour and calculate **your** driver score. **We** may also use the data collected from the SmartDriver device for the following:

1. any underwriting or claims development or investigations that may be required in the **event of a claim**
2. in calculating **policy** premium
3. for statistical analysis
4. testing the installation or removal of the SmartDriver device
5. control of personal data for the purpose of providing services relating to the insurance **policy** (**We** will process information in accordance with **our** responsibilities under the Data Protection Acts)
6. fraud prevention and detection purposes.

All data transmitted to and from the SmartDriver device is secure.

## Tampering and misuse

**We** will not accept tampering or misuse of the device. The device must only be installed on the car insured under this **policy**. It can identify the car it is fitted to. If it is transferred to another car **we** must be notified.

**We** will make every effort to prevent **your** driving score being distorted by a single driving event and **we** can identify patterns of extreme driving behaviour or which appear to deliberately try to influence the driver score. **We** will investigate all instances like this and **we** may cancel the **policy** as a result.

## Faults with the SmartDriver device

In the unlikely event of the SmartDriver device being faulty please call 1890 25 27 37. **We** will note that there has been an issue with the installation of the SmartDriver device so that cover under the **policy** remains unaffected.

**We** will ask **you** to return the faulty device using a self-addressed envelope and **we** will send **you** a new device to install.

If the second device is also unsuitable **we** will ask **you** to return this device also. When **we** get the second SmartDriver device back **we** will amend **your policy** to a standard No Nonsense **policy** with no penalty to **you**.

## Impact of policy changes on the SmartDriver device

### a. Permanent change of car while the SmartDriver device is installed.

It is **your** responsibility to arrange for the SmartDriver device to be removed from the current car and transferred to the new car. Guidance is available by calling 1890 25 27 37.

### b. Cancellation of the policy while the SmartDriver device is installed.

This **policy** can be cancelled by either **you** or **us** in line with the cancellation terms that are outlined within the General conditions section of this **policy** document.

If the **policy** cancellation is in the period of cover where the SmartDriver device is installed in **your** car **you** must remove the device and return it to **us** in the Freepost envelope provided. If the device is not returned **you** will be billed €125 for the cost of the device.

### c. Temporary substitutions on the policy while the SmartDriver device is installed.

If a temporary substitution is made during this period there is no requirement to transfer the SmartDriver device to the new car and this will not affect **your** cover.

### d. Full suspension of cover while the SmartDriver device is installed.

If cover is fully suspended during this period for longer than one month **we** will switch the **policy** to a standard No Nonsense insurance **policy**.

### e. Additional drivers on the policy while the No Nonsense SmartDriver device is installed.

The driving behaviour of all drivers of the **insured car** will be monitored and is included as part of the overall driver score. This **policy** wording must be shown to any **named driver** on the **policy** so they are aware that their driving will be monitored and data collected.

# What to do if you have an accident

**You** should not admit responsibility for an **accident**. **You** should take the registration numbers of all vehicles involved and the insurer's name and policy number. This should be on the insurance disc on the vehicle's windscreen. **You** should also take the names and addresses of the other people involved and give them **your** details. **We** recommend **you** keep a record of all injuries and any damage and draw a map of the location of the **accident**. **You** should take the name, address and contact numbers for any witness to the **accident**.

**You** must also let An Garda Síochána know immediately or at the latest within 24 hours of

- an **event** which injures a person or animal or
- if **your** car is stolen or
- if it is damaged maliciously or as a result of an attempted theft.

**You** will need to immediately call **us** on 1890 25 27 39.

**You** must also immediately

- send **us** all correspondence **you** receive regarding the **accident** without answering it
- advise **us** in writing of any prosecution once **you** become aware of any prosecution.

**No Nonsense**

**INSURANCE**

**[www.NoNonsense.ie](http://www.NoNonsense.ie)**

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