

Terms of business

Why have terms of business?

This document protects you. It's required by the Central Bank of Ireland. It's important that you read it in full. If there's anything in it that you don't understand or if you would like more information on any of these matters, please let us know.

These Terms of Business are effective from 30 June 2014.

Who is No Nonsense?

Throughout this document we refer to No Nonsense in several ways. We sometimes say just 'No Nonsense', or 'we', 'our' and 'us'.

No Nonsense is a trading name of FBD Insurance plc. FBD Insurance plc (trading as No Nonsense) is subject to the Minimum Competency Code 2011 and the Consumer Protection Code 2012. These codes help to protect you and you can view them in full at www.centralbank.ie.

We are registered in the Companies Registration Office under company no 25475 and are registered for Value Added Tax (VAT), registration number 9F72885E. The registered office of FBD Insurance plc is at FBD House, Bluebell, Dublin 12.

We are authorised by the Central Bank of Ireland as a non-life insurance company. We are a member of Insurance Ireland and we abide by its voluntary code of conduct.

What services do we offer?

We sell insurance policies and give advice on motor and home insurance. These products are underwritten by FBD Insurance plc. In other words, we take the risk and pay you if you have a valid claim. Where motor or home emergency assistance is included under your policy, the service is provided by Mapfre Assistance Agency Ireland on our behalf.

How can I contact you?

For policy queries, contact us:
by phone – 1890 25 27 37
by fax – 01 465 4245
by email – info@nononsense.ie
by post – PO Box 11225, Dublin 12.

What law applies?

The laws of Ireland will apply to your policy.

What if we have a dispute about a claim?

Any dispute under the policy between you and us must be referred to arbitration. Together, we will agree to the appointment of the arbitrator but if we cannot agree, an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. An arbitrator is an independent third party who hears both sides of a disagreement and then makes a decision to resolve the problem. If a disputed claim is not referred to arbitration within 12 months of your claim being turned down, we will treat the claim as abandoned.

How can I pay for my insurance?

You can pay for your insurance policy with us:

- annually by credit card or debit card, or
- by direct debit instalments (availability subject to acceptance criteria).

If we offer you direct debit payments, the first payment must be paid by credit or debit card. The direct debit service charge can vary but you will be told what it is before you complete the direct debit instalment agreement.

Direct debit payments may also continue to be collected automatically when your policy falls due for renewal. If you do not wish to continue to pay by direct debit, you should let us know.

Please note that if you fail to pay premiums that are due, or if a direct debit is unpaid, we may cancel your insurance cover in line with the terms and conditions of your policy. If your policy is cancelled this may affect your eligibility for insurance with us as well as other insurers in the future.

How long does a quote last?

If we quote you a price for your insurance cover, we will honour that quote for 30 days.

How do you deal with claims?

We will deal with your claim fairly and efficiently within the terms of your policy. We will make every effort to make sure you are provided with a high level of customer service.

Remember that you may be responsible for an initial amount of your claim known as an 'excess'. You'll be told about this when you're buying your policy, and it will also be printed on your policy documents.

You can engage, at your own expense, the services of an appropriate expert or advisor to act on your behalf, like a Public Loss Assessor. In the case of property insurance claims, we reserve the right to settle your claim with a cash payment or to use our own service providers to reinstate, repair or replace the damaged property.

What are my cancellation rights?

Can I cancel my policy?

Yes. You may cancel your policy at any time. Just write to us with your cancellation instructions. In the case of car insurance, you must return the insurance certificate and the insurance disc to us as well. We will cancel the policy from the date we receive your instructions and the insurance certificate and disc, if appropriate.

Can you cancel my policy?

Yes. If we cancel your policy, we will send you seven days' notice (10 days' notice in the case of motor vehicle insurance policies) by registered letter to your last known address.

Will I get a refund?

Provided there hasn't been a claim on your policy and no claim is pending, we will refund you as follows:

Home insurance

We will refund the premium you paid less the amount due for the time you have been on cover. We will also charge an administration fee in line with the following table:

	Premium payment	Administration charge
If you cancel your policy in the first year of insurance	Up to €500	€50
	€501 to €1,000	€60
	€1,001 to €2,000	€75
	€2,001 and over	€100
If you cancel the policy any time after the first year	A €40 flat administration charge applies	

Car insurance

We will refund you in line with the following table:

Period of cover not more than	Percentage due back
One month	80%
Three months	60%
Six months	40%
Nine months	20%
Over nine months	No refund

If you or No Nonsense cancel your policy and you are due money back, we will, with your agreement, offset this money against any payments due on any other policy you have with us.

If we cancel your policy because you:

- gave us incorrect information,
- did not send us valid documents, or
- did not send us documents in the timeframe we set out,

we will charge a €50 administration fee.

Is there a cooling off period?

Yes. Every policy we sell has a 'cooling off period'. This is 14 days from the date you take out the insurance or 14 days from the date you receive your policy documents – whichever is the later date. If you cancel your policy within the cooling off period we will refund the premium you paid less the amount due for the time you have been on cover. We will not deduct an administration fee from the refund.

Is there a charge for making changes to my policy?

Administration Fee

We charge a €25 administration fee for any changes you make to your policy or any request for replacement documents.

Green Cards

If you request it, we charge €25 for the issue of each Green Card for driving abroad.

Mid Term Changes

If a change is made during the period of insurance which increases or reduces your insurance payment by €10 or less, we don't charge the increase or refund the reduction. If it's more than €10, we will charge the increase or refund the reduction.

What happens if there's a conflict of interest?

We aim to avoid conflicts of interest. However, should an unavoidable conflict arise, we'll let you know about it. If you feel that a conflict of interest exists or that your interests have not been fairly protected, please contact us to give us the chance to make things right.

How do I give feedback or make a complaint?

We would like to hear from you if you have any feedback or complaints about our service. Letting us know your concerns allows us to try and put matters right for you and to improve our service to all our customers.

If you would like to give us feedback or make a complaint, please contact us at 1890 25 27 37 or email us at info@nononsense.ie.

We have a complaints process to ensure your complaint is addressed. If you are not satisfied with our response or how we have dealt with your complaint, you may refer your case to:

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

Lo Call: 1890 88 20 90

Tel: + 353 1 662 0899

Fax: + 353 1 662 0890

Email: enquiries@financialombudsman.ie

What is SmartDriver and the Top Driver App?

SmartDriver

The SmartDriver device is an electronic transmitting device which is fitted to your vehicle's OBD (on board diagnostics) port or battery. The SmartDriver device will measure and transmit information about how the vehicle is being driven. These data measurements will include information such as date, location coordinates, braking frequency and force, cornering and acceleration.

This information will be used to determine your driving behaviour and calculate your driver score. Within 14 days of receiving your SmartDriver device, you must install it in your vehicle and keep it installed for at least six months. To avail of rewards for safe driving with a SmartDriver policy, your SmartDriver device must be installed and working.

Installing SmartDriver

The SmartDriver device has been carefully designed to enable you to install the device yourself. If you want to have a qualified mechanical engineer install SmartDriver for you, they may charge you a fee which is at your own expense.

Returning SmartDriver

The SmartDriver device is owned by No Nonsense and is issued to you for a period of up to six months. When we ask you to return the device, you must do so within 14 days.

If you or No Nonsense cancel your policy, No Nonsense will retain €125 from any cancellation refund until you have returned the SmartDriver device to:

Freepost, No Nonsense Insurance,
PO Box 11225, Dublin 12.

TopDriver App

The TopDriver Application (App) is a mobile application which can be installed and used on iPhone and android mobile devices to measure your driving behaviour.

TopDriver does not provide you with any insurance cover and it is not evidence that you hold an insurance policy with No Nonsense.

How does TopDriver work?

The TopDriver App uses data gathered by your mobile device such as the time, date and location. The TopDriver App only records this data when you activate the app at the start of your journey and deactivate it once you reach your destination. The app uses GPS (global positioning system) data to locate your mobile device and GPRS

(general packet radio service) data to send the information to No Nonsense.

Network and roaming charges may be applied by your network operator for transferring the data from your TopDriver App to No Nonsense. Please check with your mobile network provider about the charges and fees which may be applied.

What are my data protection rights?

Your insurance policy is administered and underwritten by FBD Insurance plc, trading as No Nonsense. If you have any questions about our data protection and privacy practices, please write to our Data Protection Officer at: The Data Protection Officer, FBD Insurance plc, FBD House, Bluebell, Dublin 12.

You've the right to request a copy of your personal data held by us. If you want to do this, write your request to the Data Protection Officer at the address given above. You should also send a cheque for €6.35 made payable to FBD Insurance plc.

If you believe there are any errors in the data we hold about you, you can contact our Data Protection Officer to have the data corrected, amended or blocked from our records. You can also object to the processing of your personal data, for example, for marketing purposes. If you contact us about your personal data, you may be asked to prove your identity before we can grant your request.

Further information about our obligations in relation to your information is contained in the Data Protection Commissioner's

Code of Practice on Data Protection for the insurance sector.

What data do you process?

No Nonsense processes information provided by you, which may include your personal data and that of other people. You allow us to collect your personal data and to monitor your driving behaviour if you avail of an insurance policy from No Nonsense (with or without the SmartDriver device) or when you download and activate the TopDriver Application (TopDriver App).

If you decide to avail of a SmartDriver device, we will provide you with a device to fit to your vehicle which will record data about how the vehicle is being driven. This data will be recorded even if someone else is driving your vehicle. Our Service Providers (Drive Profiler Ireland Limited - Drive Profiler), who are located outside the EU, will process and securely transmit the data over the internet to us to match with your personal data.

If you download the TopDriver App to your iPhone or android mobile device, we will provide you with a summary of your driving behaviour in the form of a score which will be displayed on your handset. We will process the personal data provided by you and gathered by your mobile device which includes the time, date and location of your journey. The TopDriver App only records this data when you activate it and will continue to record until it is deactivated. The data is sent to our Service Provider (MyDrive Solutions Limited - MyDrive) who are located in Ireland and registered with the Information Commissioner's Office in the United Kingdom (registration number

Z3137794) as a Data Controller. MyDrive will process your personal data and securely transmit it to us over the internet.

Why do you collect and use data?

We collect and use information in order to underwrite your insurance policy and when we are asked to pay a claim. We ask for different types of information depending on the kind of insurance being covered and the kind of claim we are being asked to pay.

The information that you (or third parties) provide is held and used by us and the FBD group, which includes the No Nonsense brand and FBD Hotels (Ireland) Limited, for several purposes, such as:

- confirming your identity;
- quoting for and managing insurance and other products provided by us or other members of the FBD group;
- underwriting policies and handling claims;
- providing services such as car breakdown assistance;
- installing, maintaining and contacting you about our SmartDriver device or TopDriver App;
- doing market research and statistical analysis (see more on this on page 8);
- detecting and preventing fraud and protecting our customers and ourselves from being the victims of fraud; and
- meeting our legal obligations.

We also use other information from sources such as the Companies Registration Office, vehicle databases and Insurance Link (a central claims database for the insurance industry) to obtain additional details and to independently verify information you have provided to us. We may do this:

- before we prepare a quotation;
- when dealing with a claim; or
- in the overall administration of insurance.

You can find more information about Insurance Link at www.inslink.ie.

To detect fraud (and to prevent and protect FBD group companies from fraud) and to make sure that any payments or refunds can be paid to you, we keep your credit card and bank details for the duration of your insurance policy. By providing us with your financial details, you are agreeing to us doing this.

If you (or a third party) make a claim under your insurance policy, the information you give us in connection with your claim application will be processed by us to confirm your identity and process your application. This information may contain sensitive personal data as well as data of others.

Do you share information?

In order to provide insurance cover or to pay a claim, we may have to share your information with our service providers, private investigators (under a confidentiality agreement) and other third parties working on our or your behalf. When you make a claim we pass details to Insurance Link.

This information includes the proposer's or claimant's name, address, date of birth, type of injury or loss suffered and property damaged. Through this database this information may be shared with other insurance companies, self-insurers or statutory authorities. These third parties may keep a record of your information.

If you don't accept a quote or application for an insurance policy or if your policy ceases, we can still keep the personal data you gave us for as long as is allowed by law. Information and data collected using the SmartDriver device or TopDriver App will be kept for up to six years after the conclusion of your relationship with FBD. This information may be shared in the ways we've described in this notice.

Why do I need to give accurate information?

It's important that you provide us with accurate and up-to-date information at all times (particularly when you're seeking insurance cover or are making a claim). If making a claim, incorrect or out of date information may prevent us from providing cover or may delay us in processing your claim. The provision of false information may mean that a claim made by you under the policy will not be paid and may result in criminal prosecution for fraud.

We may monitor and record telephone calls for training and verification purposes, to administer your insurance and in order to improve our service. We also do this to detect and prevent fraud.

Do you disclose personal data?

As outlined above, FBD group companies may share information (including claims information) with, for example:

- other FBD group companies;
- agents or other service providers;
- other insurers and their agents;
- industry, trade or regulatory bodies; or
- the Insurance Link database (www.inslink.ie) and other databases operated by Insurance Ireland.

Why do you need sensitive data about me and others?

In order for us to offer you the best possible products and services, we'll need to collect sensitive information about you and other people connected to the insurance policy. This information might relate, for example, to medical conditions or criminal convictions.

By accepting our data protection and privacy practices you agree to let us use your data in the ways we've described. You're also confirming that you have explained to any other person connected with the quotation or policy, how we deal with personal information.

All references in the Terms of Business which apply to you will also apply to any other person named for whom insurance cover or a quotation is required and details are given.

Will you use my details for direct marketing?

We would like us to use the details you've given us to provide you with information about other products and services from FBD group companies, including special offers from FBD Hotels.

To do this, we'd like to be able to contact you through a variety of means depending on the information we'd like to let you have. These include: mobile phone, landline, email, SMS (text message) and post. You can choose not to receive this type of information and your choice will not affect any of the services we provide to you now or in the future.

If you don't wish to receive this type of information in this way, please let us know by calling us on 1800 25 27 37.

