

# Terms and Conditions of Business

Please read this carefully as it sets out the terms of business between ourselves and contains important information

**About Us** – Insure Your Motor is a trading name of Hyperformance Limited which is authorised and regulated by the Financial Conduct Authority and is on the Financial Services Register number 307711 ([www.fca.org.uk/register/](http://www.fca.org.uk/register/)). The company is registered in England & Wales number 03758951 with its registered office at Elmbrook House, 18-19 Station Road, Sunbury on Thames, Surrey TW16 6SU. Mulsanne Insurance Company Limited is our fully-owned subsidiary insurer and we have procedures in place to manage any conflict of interest that may arise.

**Trading Names** – The following are trading names of Hyperformance Limited:

Insure Your Motor, 4 Young Drivers, Girl Motor, My Van Quote and Hyperformance

**Our Service And The Products We Offer** – We offer products from a range of insurers, including Mulsanne Insurance Company Ltd, for motor, household and commercial business. We offer additional products such as vehicle breakdown and excess recovery on the basis of a single insurer although we are not required by contract to do so. You will not receive advice or a recommendation from us on any product but we will offer you the best value product we have available which most closely meets your demands and needs – we will discuss the product with you and it is then your choice on how to proceed.

**Our Service Charges** – We make the following charges which are in addition to your insurance premiums and these are non-refundable.

<b>Arranging a new policy</b>	£60 Broker Fee
<b>Renewing a policy</b>	£55 Broker Fee
<b>Making a change to a policy</b>	£50 Broker Fee
<b>Issuing postal documents</b>	£10 fee

**How We Are Paid** – We are remunerated by commission paid by insurers, which is normally included as part of the premium. Where we are not, we will levy a charge of up to 15% of the annual premium. Additional income may be generated when we arrange finance on your behalf.

**Insurance documents** – Your insurance documents will be issued electronically. The 'issuing postal documents' fee is chargeable where you request any insurance documents to be issued by post.

**Payment Options** – The premium is required to be paid in full to the insurer. You can choose to do this by either paying us the full premium or requesting us to arrange affordable instalments through a third party finance provider. The finance provider will send out their own terms and conditions to you. In the event of a claim, instalments must continue to be paid until the full premium and charges have been settled. Other charges you may need to pay are listed below:

<b>Administration of missed payment</b>	£30
<b>Cancel the finance agreement</b>	£15

**Credit/Debit Card Payments** – If you choose to pay by credit or debit card, any refunds will only be made back to that card. We do not charge for debit card transactions, but we do make a charge of 2.5% on credit card transactions.

**Short Term Insurance** – Where we offer short term insurance, we will discuss charges for this service when setting up the policy.

**Credit Check** – To make sure you get our best offer at any time (including renewal) we will use public and personal data which we obtain from a variety of sources. This includes credit reference agencies and other external organisations, which will help protect you from fraud. We will use this to verify your identity and ascertain the most appropriate payment options for you. Our search will appear on your credit report whether or not you choose to buy from us.

**Unpaid Premiums** – If you do not pay any sums due to us and we have to appoint a debt recovery agent, they may charge you a fee for their service.

**Introductory Motor Insurance Discounts** – New customers without any no claims bonus may be given an introductory discount if proof of prior driving experience, such as being a named driver on another policy or having use of a company car can be provided. If documentary proof cannot be provided any such discount already given may have to be withdrawn. Introductory discounts may not be transferrable to another insurer at renewal.

**Your duty of care** – Please take reasonable care to answer all questions honestly and to the best of your knowledge. Carefully read the Statement of Fact and all policy documentation sent to you and inform us immediately of any incorrect information shown. You must inform us of any changes to your details during the life of your policy, including at renewal. For instance you must tell us if you change job, become unemployed or receive any endorsements on your licence. If your information changes your premium might go up or down. For your protection, insurers maintain a central database of claims and underwriting information to verify the facts and to prevent fraud and the information you give us may be subject to credit checks. These checks will show on your credit report but will not affect your credit scoring.

If you give us inaccurate or misleading information or do not notify us of any changes then the insurer may cancel your policy without refund and be entitled to refuse a claim.

**Cancellations** – Cancellation fees are applicable regardless of whether cancellation is at your request or invoked by the insurer.

**If You Decide To Cancel** – Before cancelling you should always discuss this with us on 0800 440 2532 as there may be other options available. Please note that cancelling your Direct Debit does not cancel your policy.

You may cancel your policy at any time during the period of cover; however charges vary depending on when you cancel:

**Before Your Policy Starts** – There will be a £50 cancellation charge if you instruct us to start a policy for you and then change your mind before it starts.

**The Right To Change Your Mind** – You have a 'Cooling Off Period' in which to cancel your policy without penalty or without giving any reasons for the cancellation. The 'Cooling Off Period' is defined as 14 days from the start date of your policy, or from the date you receive your documents, whichever is later. If you cancel within this period, you must do so in writing or via email. Cancellation within the 'Cooling Off Period' will incur a charge of £50 and the insurer will charge for any days of insurance cover provided plus an administration fee. Any refunds due will normally be paid within 30 days.

**After 14 Days** – Our charge is £125, or for customers who have renewed with us our charge is £75. Most insurers will make a charge for the time the insurance policy has been on cover, known as 'pro rata'. Some insurers will charge a percentage of your premium depending on how long the insurance policy has been in force, known as 'Short Period'. Examples of typical 'Short Period Rate' charges can be seen in the table below:

Period On Cover Up to (months)	1	2	3	4	5	6	7	8
<b>Premium Payable</b>	30%	40%	50%	65%	75%	80%	90%	100%

**Refund Of Premium** – If there has been any claim made on the policy, the full premium is payable and no refund will be due. If you have paid your premium in full and have had no claims, you may be entitled to a refund of part of your premium. If you have chosen to pay by instalments, any refund from the insurer will be used to settle the remaining balance of your finance first before any refund is calculated.

Some policies do not contain any refunds at all after 14 days, for example additional products. Any refunds, if due will only be paid once the insurer has processed the payment which can take 10-14 working days and in some exceptional circumstances up to 30 days or more.

**Renewal Of Your Policy** – If your policy is eligible for an automatic renewal, we will confirm this to you, in which case you need do nothing and the policy will be renewed. Otherwise we will need your instruction to renew. You will still receive a renewal invitation in good time before the end of your policy. If you do not wish to accept this, or if you wish to amend any of the details, you can call us before the end of your current policy on the number provided on the renewal invitation.

**Important** – If you have not received written confirmation that your policy is being automatically renewed please contact us to arrange cover.

**If You Have A Complaint** – We are committed to treating customers fairly and encouraging our customers to inform us when dissatisfied with the service we have provided.

In the event you are dissatisfied with any aspect of our service you can:

Write to us at: Complaints Department  
Insure Your Motor  
Unit 5, Brecon Court, William Brown Close,  
Llantarnam Industrial Park, Cwmbran, NP44 3AB

**NOTE:** Be sure to provide your phone number in your correspondence.

Call us on: 0800 440 2483 or 0333 400 9817

Email us at: [Complaints@insureyourmotor.com](mailto:Complaints@insureyourmotor.com)

If after our response you remain dissatisfied, you may be able to refer your complaint to the Financial Ombudsman Service, for further details go to: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Email at: [Complaint.info@financial-ombudsman.org.uk](mailto:Complaint.info@financial-ombudsman.org.uk)

Call on: 0800 023 4567 or 0300 123 9123

**Financial Services Compensation Scheme (FSCS)** – We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. For further information about compensation scheme arrangements go to: [www.fscs.org.uk](http://www.fscs.org.uk).

**Protecting Your Money** – We hold your premium (payment or refund) in a trust account as agent of the insurers until it is passed to the insurers or refunded to you. While it is in the account, your money cannot be used for any purpose other than paying the insurers or any brokers through whom we may have arranged your insurance. We will retain any interest earned on the account.

**Governing Law** – The laws of England and Wales govern this agreement and any dispute is subject to the jurisdiction of the English courts.

**Your Personal Data** – Hyperformance Limited is the data controller, as such we determine the purposes for which and the manner in which any personal data are, or are to be, processed. We are on the public register of data controllers, registration number Z5709703.

We will use your data to supply the services you have applied for and where we are unable to do so, we will pass on your details on to a carefully selected panel of third parties.

In the event of renewal, we will use your data to offer a requote and if appropriate to your policy arrange an auto renewal.

For full details on how we can use your data please refer to our '**Privacy Policy**' located within our website – [www.insureyourmotor.com](http://www.insureyourmotor.com).