

# Terms and Conditions of Business

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**About Us** – Insure Your Motor is the trading name of Hyperperformance Limited who are the broker not the insurer, 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.

**Trading names** – The following are trading names of Hyperperformance Limited: Insure Your Motor, 4 Young Drivers, Girl Motor, My Van Quote and Hyperperformance.

**Our service and the products we offer** – We offer products for motor, household and commercial business from a range of insurers, including Mulsanne Insurance Company Ltd which is part of the Complete Cover Group, group of companies, and we have procedures in place to manage any conflicts of interest which may arise. We can offer additional products such as vehicle breakdown and excess recovery provided by a single insurer although we are not required by contract to do so. All of our insurer partners are carefully selected and specialise in the type of cover we offer. Depending on your needs, we may arrange cover through another broker but we will advise you of this. You will not receive advice or recommendation from us on any product but we will offer you products that meet your demands and needs and give you enough information for you to choose whether or not to proceed. A list of the insurers included in our panel can be accessed through our website – [www.completecovergroup.com/panel](http://www.completecovergroup.com/panel).

**Insurer Security** – As an insurance broker that specialises in non-standard insurance risks, we work with a range of insurers, both rated and unrated. This is to ensure that we can provide appropriate cover that matches the needs of our customers and their personal circumstances. There is no requirement for an insurer to be rated and the status doesn't necessarily guarantee an insurer's ability to fulfil its obligations to its customers. As the broker, we cannot and do not guarantee an insurers' solvency or continued ability to trade throughout the duration of your insurance policy, it is for you to decide on the suitability of an insurer and whether you wish to proceed. For further information on **Making an informed choice about whether to use an Unrated Insurer** go to our website.

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

|                                    |  |
|------------------------------------|--|
| <b>Arranging a new policy</b>      | £95 Broker Fee                                     |
| <b>Renewing a policy</b>           | £90 Broker Fee                                     |
| <b>Making a change to a policy</b> | £50 Broker Fee                                     |
| <b>Cancellation</b>                | Refer to the Cancellation section of this document |

All premiums we quote will be the total cost inclusive of the current rate of Insurance Premium Tax (IPT).

**How we are paid** – We are sometimes remunerated by commission from insurers, included as part of the premium. In other instances, instead of, or in addition to the commission, we will be remunerated via a Service Charge. Service Charges will be clearly stated on the documents we provide to you. Additional income will also be generated from finance agreements arranged on your behalf.

**Insurance documents** – Your insurance document will be issued electronically, as part of our efforts to reduce our carbon footprint. We strive to operate in an environmentally acceptable and responsible way. You will also benefit from receiving your insurance documents sooner. If this method is not acceptable to you, you can request that we issue your insurance documents by post.

Full policy wordings, policy summaries and insurance product information documents (IPIDs) are available from the 'Resources for existing customers' section of our website.

**Payment options** – Premiums must be paid in full to us. You can choose to make a single payment or if you would prefer, the total premium costs can be spread over monthly payments (instalment finance), although an initial payment will be requested. Where you choose to use instalment finance to pay your policy, we can introduce you to a third-party finance provider who will assess your eligibility for credit. In providing or offering this service we are acting as the Credit Broker and not the Lender. The finance will be advanced to us to pay your insurer and you'll be responsible to repaying the finance. In the event of default and termination of the Credit Agreement we will pay/indemnify the finance company on your behalf and the outstanding balance passes to us to enforce. This means that you will be required to pay us directly and if you fail to do so we may take further action against you to enforce any debt. As part of the

assessment, the finance provider will conduct a full credit check which will show on your credit report, they will also send you their own terms and conditions. We do not charge a fee to arrange credit for you however, in addition to finance interest, other charges may be payable to the finance provider which are listed below:

|   |     |
|---|-----|
| <b>Administration of a missed payment</b>           | £30 |
| <b>Cancelling/reinstating the finance agreement</b> | £15 |

In the event of a claim, where the insured vehicle is written off, any settlement from the insurer will be used to clear the outstanding finance or balance owed first. Any remaining claim funds will then be passed to you. You will be liable to immediately pay any balance under the finance arrangement if a monthly payment becomes overdue or defaults. The insurer provides us with the authority to cancel all cover if you do not rectify a default or pay a balance owed and we may employ the services of debt recovery agents. The finance agreement is a contract between you and the finance provider and is separate to the insurance contract.

**Unpaid premiums/Charges** – In the instance that money is owed on this or any other policy you have taken out through us or any other company that is included within our Group. We will use any money due to you, to first clear or reduce such debts, this is referred to as **setting-off**. Any amount that remains after deductions have been made will be refunded to you. If you do not pay any sums due to us and we have to appoint a debt recovery agent, they will charge you a fee. The debt recovery agents will have a mandate which authorises them to arrange collections in line with your affordability. Where no agreement can be met, the debt recovery agent will be instructed to pursue the debt through litigation, such action can seriously impact your ability to access future credit solutions.

**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 either debit or credit card transactions.

**Short term insurance** – Any single policy which doesn't cover you for a full 12-month period is considered 'Short Term Insurance'. You can choose to cancel your Short Term policy at any time but in most instances, refunds will not be given.

**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 information to verify your identity and ascertain the most appropriate payment options for you. Some searches may appear on your credit report whether or not you choose to buy from us.

**Introductory motor insurance discounts** – New customers without any no claims bonus may be offered 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 is available. If documentary proof cannot be provided upon request, any discount granted may be withdrawn. Introductory discounts may not be transferrable to another insurer at renewal.

**Your duty of care** – It is your duty to take reasonable care to answer all questions honestly. Carefully read the Statement of Fact or Proposal Form and all documentation relevant to your policy 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 example, you must tell us if you change job, become unemployed or receive any endorsements on your licence. If unsure that your change in circumstance impacts your insurance then do call us to discuss the change. If your information changes, your premium might go up or down or the insurer may not be prepared to offer further cover. For your protection, there is a central database of claims and underwriting information which they and we submit data to and take data from in order to verify the facts and to prevent fraud.

Some of our products may ask you to use Open Banking to assist us in validating your affordability and suitability for specific insurer products. Open Banking is a third-party service that requires you to provide us with permission to access to your banking transactional history for the last 12 months. Your income and expenditure will be reviewed. We will then store this output securely, for the sole purpose of sharing data with insurers to allow them to provide you with a decision on whether their insurance product is right for you.

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 all or part of a claim.

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**Mid Term Adjustments (MTA)** – When making a change to your insurance policy, after its start date but before its renewal, this is considered as an MTA. For example, changing your address or changing your vehicle four months after your insurance policy has started.

An MTA may result in either an increase or decrease in premium, this will be advised by your insurer. We will apply a fee to the insurer amount, this is to cover our administration costs. We require either the MTA charge to be paid in full or, where appropriate, an initial payment to be collected and the remaining difference to be added to available finance.

Insurers may decline to accept an MTA request; in these instances, an alternative insurer may be considered although cancellation fees may apply to the original policy. Requests for MTAs should not be considered as applied until you have received confirmation from us. If in doubt, contact us for confirmation of the MTA status.

**Additional Products (Add Ons)** – These are insurance policies that may be offered to enhance or supplement the cover provided by your main insurance policy. Add ons selected are only applicable to your current insurance policy, lasting until either the policy renews or ends.

Add On policies work separately to your main insurance, usually through a different insurer, please read carefully your policy documents to understand when and how to make a claim.

You'll have a 'Cooling Off Period' of 14 days from the policy start date, during this time you may cancel the add on and receive a pro-rata refund, subject to no claims being made. Where you choose to cancel after 14 days, we will end your policy, no refund will be due.

**Cancellations** – Cancellation fees are applicable regardless of whether cancellation is at your request or invoked by the insurer. Any discounts offered at the inception of the policy will be adjusted to reflect the time on cover, as all discounts are offered subject to you maintaining the policy for the agreed duration. When cancelling your main motor insurance policy, any additional products you've purchased will also be cancelled at the same time.

**If you decide to cancel** – Before cancelling you should always discuss this with us on 0800 440 2997 as there may be other options available. Please note that cancelling your Direct Debit does not automatically cancel your policy. Failing to maintain your finance agreement may impact your credit score which could make obtaining credit in the future difficult. If your policy is cancelled as a result of your failure to keep up monthly payments, this could also make it difficult for you to secure insurance in the future.

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** – For all single policies with a duration greater than 30 days, you have a 'Cooling Off Period' during which you may cancel your policy without giving any reason 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. Cancellation within the 'Cooling off Period' will incur our charge of £50 and the insurer will charge for any days of insurance cover provided plus an administration fee.

**After 14 days** – Our charge is £125, or if you 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 retain a percentage of your premium depending on how long your policy has been in force, known as 'Short Period'. Examples of typical 'Short Period' charges that can be applied after 14 days can be seen in the table below:

| Period on Cover Up to (months) | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8    |
|--------------------------------|-----|-----|-----|-----|-----|-----|-----|------|
| Premium Payable                | 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 for your policy 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 premium returned by the insurer will be used to settle the remaining balance of your finance first before any refund is calculated. Should your policy be cancelled the instalments will continue to be collected under the credit agreement which you have entered into.

There is no refund following cancellations for short term insurance. Some other policies do not offer 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 exceptional circumstances up to 30 days or more.

**Renewal of your policy** – Prior to any policy renewal date, we will write to you, in good time, to advise of the terms for the next policy period.

We will confirm to you, if your policy is eligible for an automatic renewal, and request you check the details we hold are correct and up to date.

Where this is the case, you need to do nothing and the policy will be renewed. Where you review your renewal invite and identify differences in your circumstance you must call us to advise us of what information has changed, as this may affect your renewal. If your policy isn't eligible for automatic renewal, we will need your instruction to renew your policy. You will be sent a renewal initiation 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 must 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, you will need to contact us prior to your policy ending to arrange cover for the next year.

**Proof of No Claims Discount** – Proof of No Claims Discount (NCD) will be released upon request, provided you have settled any outstanding premium and/or charges.

**If you have a complaint** – We are committed to treating customers fairly and encourage 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 and reference number in your correspondence.

Call us on: 0800 440 2483

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: [complaints.info@financial-ombudsman.co.uk](mailto:complaints.info@financial-ombudsman.co.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 agents 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 other purpose other than paying the insurer 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.

**Website accessibility** – information provided through our website is on an "as is" and "as available" basis. We give no warranty that the information will be free of defects and/or faults. To the maximum extent permitted by the law we provide no warranty (express or implied) a fitness for a particular purpose, we accuracy of information, compatibility and satisfactory quality.

We will endeavour to allow uninterrupted access to this website, but access may be suspended, restricted or terminated from time to time. We will not be liable, for any reason, if the website is unavailable for any period.

We reserve the right to change, modify, substitute, suspend or remove without notice of any information, service or content on our website. In addition, we cannot guarantee that our site will be free of viruses or defects of any

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description and we will not be held responsible for any technical problems you may suffer as a result of your usage of our website.

Any material and/or data downloaded or obtained through us via our website or any sites linked to our website is at your own discretion and risk. Where, as a result of downloading material or data, hardware becomes damaged or data is lost, the responsibility is with the individual consenting to the data exchange and not with Complete Cover Group.

**Links to other websites** – Our website may provide links to other sites, not controlled by Complete Cover Group or our affiliates. Where we do not have control of a site, we assume no responsibility for the content and disclaim liability for any and all forms of loss or damage arising out of their use. The inclusion of a link to another site does not imply endorsement of any products or services or individuals.

**Your personal data** – Complete Cover Group Limited is the data controller, as such we determine the purpose for which and the manner in which any personal data is processed. We are on the public register of data controllers, registration number Z5709245.

We will use your data to supply the services you have applied for. We may record/monitor telephone calls for our joint protection and training purposes.

In the event of renewal, we will use your data to allow us to search our broad panel of insurers, finding you appropriate choices for affordable premiums. Where applicable, your policy may be arranged to auto renew unless you contact us otherwise.

For full details on how we can use your data, please refer to our 'Privacy Notice.'