



# BMC Terms of Business

## **The service you can expect**

The British Mountaineering Council (BMC) is a specialist provider of travel and activity insurance. The BMC policy is underwritten by Endurance Worldwide Insurance Limited and we are the intermediary acting on your behalf. We only provide information on the policy we offer.

We are responsible for the information we give you about our policy. We do not offer the products or services of any other insurers. We are responsible for issuing your policy and providing information on policy coverage. We are also able to assist with policy amendments or queries throughout your policy period.

When you become a customer, we will give you details of how you can make a claim and tell you what your responsibilities are. Along with these Terms of Business, we will provide you with our Evidence of Cover containing the full policy terms and conditions. The Important Information and Summary of Cover and Applicant's Declaration must be consulted prior to your completing your policy purchase. If you have any questions about the cover you are purchasing you must be sure these are answered to your satisfaction. If on receipt of the Evidence of Cover you are not satisfied with the levels of cover or policy terms, you have a period of 14 days from receipt of your policy in which to cancel the insurance. This is subject to you not having travelled during this period and no claim has been made or is intended to be made.

## **How to pay**

All premiums are payable at the time of buying your insurance. You can make payment by cheque (payable to The BMC) or credit card (Visa, Mastercard, Delta or Switch). An administration charge of £10 will apply for policy amendments and cancellations. Emergency Assistance card re-prints are free. All premiums quoted include all appropriate taxes.

## **Duty of Disclosure**

As a consumer insured (i.e. a person buying insurance wholly or mainly for personal purposes unrelated to your employment), you have a duty to take reasonable care to answer questions fully and accurately, and that any information you volunteer is not misleading. This duty exists before the cover is placed, or altered at any time throughout the duration of the Insurance policy. If you do not do so, your Insurer may be able to void your insurance policy from inception or refuse a claim. The BMC offer the policy and calculates the premium using the information which you provide. Any change to the responses provided may result in a change in the terms and conditions of the policy and/or a change in the premium.

## **Annual Cover - Notice of Expiry**

Unless otherwise agreed, we shall issue you with a notice of expiry for those insurance policies with an annual expiry date, at least 21 days prior to the expiry of your insurance policy. We shall send the appropriate information under the recommended guidelines to enable you to purchase further cover, either by telephoning our dedicated sales team or via the online sales platform.

To ensure you have continuous cover this must be completed before or on the expiry of your previous policy. Cover will automatically cease on the expiry date.

## **Client Money**

Client money is money of any currency that we receive and hold in the course of carrying on insurance mediation on behalf of our clients (including you) or which we treat as client money in accordance with FCA rules. We keep client money separate from our own money in a non-statutory trust.

## **Payment to third parties**

We may transfer client money to another person, such as another intermediary or an insurer, for the purpose of effecting a transaction through that person. Where we act as agent of an intermediary or insurer for the purposes of holding or returning premiums, we will remit them to such parties as that person directs us.

## **Our Remuneration (what we are paid for the services we provide)**

Our remuneration may be as commission, which is a percentage of the insurance premium paid by you and allowed by the insurer with whom the insurance is placed. Brokerage and fees are earned for the policy period and we will be entitled to retain all fees in respect of the full policy period in relation to policies placed by us

## **How we protect you**

The BMC is authorised and regulated by the Financial Conduct Authority (FCA) for sales, advisory and service standards to help ensure general insurance customers are treated fairly. As we are regulated by the FCA, we deal with complaints as prescribed in the FCA Dispute Resolution Handbook. The BMC complaints procedure is detailed below. The BMC have been authorised and regulated since the 15th January 2005, providing you with peace of mind and a formal complaints process.

## **Data Protection and Fraud prevention**

We are registered under the Data Protection Act 1998 and from 25th May under the General Data Protection Regulation (GDPR - EU 2016/679) and we shall at all times comply with all applicable data protection legislation from time to time (including, without limitation, the Data Protection Act 1998, GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any re-enactment or replacement of or amendment or extension to such legislation).

Data requested from you will be stored securely and will only be used in order to manage the contract of business, including insurance requirements, we are arranging for you. This information will only be made available to third parties, such as insurers or their claims handling agents, in order to further manage and service your insurance policy. We will retain such information for a period of time which is necessary to ensure no further liability, such as any insurance claims, exists.

Sensitive information: For certain types of business we may require certain sensitive information from you in order to arrange your insurance requirements or service any claims, for example, medical records. By providing this information to us you will have given explicit consent for us to use it for the above purpose, which may involve passing such information to insurers or their claims handling agents.

We also exchange personal information with other approved organisations for underwriting and fraud prevention purposes and we may provide such information to others where required or permitted by law.

If at any time you wish to withdraw consent for us to use your information or you wish to know what information we hold on you, please contact us at British Mountaineering Council, 177 - 179 Burton Road, West Didsbury, Manchester M20 2BB  
Tel: +44 (0)161 445 6111 E-mail: insure@thebmc.co.uk

#### **What to do if you have a complaint**

We are dedicated to providing you with a high-quality service and want to ensure that this is maintained at all times. If you feel that we have not offered a first-class service please write and tell us, quoting your policy details, and we will do our best to resolve the problem.

If you have any questions or concerns about the insurance or the handling of a claim you should, in the first instance, contact:

PJ Hayman & Company Limited, Stansted House, Rowlands Castle, Hampshire PO9 6DX  
Email: Customerservices@pjhayman.com

We are dedicated to providing you with a high-quality service and want to ensure that this is maintained at all times. If you feel that we have not offered a first-class service or you have any questions or concerns about this Policy or the handling of your claim please contact: Sompo International Holdings Ltd., quoting BMC and Agreement Reference Number B6151PJHBMC2023 and we will do our best to resolve the problem. Our contact details are: Head of Compliance  
2 Minster Court, 1st Floor, Mincing Lane, London, EC3R 7BB Email: Complaints@sompo-intl.com  
Website: <http://www.sompo-intl.com/>

In the event you remain dissatisfied with the final response from the above it may be possible in certain circumstances for you to refer it to the Financial Ombudsman Service (FOS).

Following the complaints procedure with the FOS does not affect your rights to take legal action.

#### **Financial Services Compensation Scheme**

Our insurers are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS:

#### **Financial Services Compensation**

Scheme T 0800 678 1100 / 0207 741 4100  
W [www.fscs.org.uk](http://www.fscs.org.uk)

Endurance Worldwide Insurance Limited, a wholly owned subsidiary of Sompo International Holdings Ltd., registered in England and Wales, Registration Number 04413524, home state, United Kingdom. Registered Office: 2 Minister Court, 1st Floor, Mincing Lane, London, EC3R 7BB. Endurance Worldwide Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority under registration number 219654. This can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

Full details can be found online at the PRA/FCA websites or by contacting the PRA on 020 7601 4878 or the FCA on 0800 111 6768

#### **Anti-Money Laundering / Proceeds of Crime Act/ Sanctions/Bribery**

UK anti-money laundering and Sanctions regulations require us to obtain evidence of the identity of clients for whom we act at the start of a business relationship. We are obligated to report to the Serious Organised Crime Agency any evidence or suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report to you. Claims payment will be made in favour of the insured. If you require a payment to be made to a third party then you must confirm the required payee name and details and provide a brief explanation for your request.

Each party to this agreement confirms it has adequate procedures in place to prevent bribery and corruption which may arise in the course of its business and not commit, authorise or permit any action which would contravene any bribery or other anti-corruption laws or regulations in force. Any suspicion that any improper activity has, or may take place must be reported to the other party immediately.

It is a condition of this agreement that each party will not knowingly facilitate in any activity which may be construed as tax evasion.