



The British Association for Shooting and Conservation Limited (BASC)

Marford Mill, Rossett, Wrexham, LL12 0HL 01244 573000 [www.basc.org.uk](http://www.basc.org.uk)

### **Terms of Business**

Accepting our Terms of Business.

By becoming a member of The British Association for Shooting and Conservation Limited we will arrange and handle insurance cover on behalf of you and the Association, you are providing your informed agreement to these Terms of Business. The insurance forms part of your overall membership. We draw your attention to:

- The section headed 'The processing of your personal data',

For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the above address.

### **The Financial Conduct Authority**

BASC is a trading name of The British Association for Shooting and Conservation Limited which is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 311937.

Our permitted business is introducing, arranging and dealing as agent of general insurance contracts.

You may check this on the Financial Services Register by visiting the FCA's website, or by contacting the FCA on 0800 111 6768.

### **Our service**

Helping you to decide

When arranging insurance via our group policy we act as an insurance intermediary, not an insurer and we represent the Association and its members, we do not act on behalf of the insurer. If there are any circumstances when we act as agent of the insurer (e.g. in binding the insurer contract or in handling or settling claims) we will let you know the capacity in which we act before insurance arrangements are concluded.

We will provide information, but we do not offer advice or make a personal recommendation when arranging insurance. You will then need to make your own choice about how to proceed.

### **Our product range and the range of insurers used**

We are not under a contractual obligation, but we only offer Public and Product Liability and Employer Liability with Zurich Insurance Company PLC via Marsh Ltd; Personal Accident with Chubb Insurance via Marsh Ltd and Legal Expenses with Markel via Marsh Ltd. We will not in any circumstance guarantee the solvency of any insurer.

BASC Direct Limited is a wholly owned subsidiary of BASC and acts as an Introducer Appointed Representative in introducing BASC members to providers of Dog Insurance, Gun and Rifle Insurance, Cars and 4 x 4 insurance.

### **Complaints and compensation**

We aim to provide you with a high level of customer service at all times but, if you are not satisfied, please contact us: at the above address, by telephone on 01244 573054 or by email on [insurance@basc.org.uk](mailto:insurance@basc.org.uk)

When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). (except in the case of a business employing 10 persons or more and with a turnover or annual balance sheet total exceeding €2 million, other small businesses employing 50 or more and with an annual balance sheet total exceeding £5m, a charity with an annual income of £6.5m or more or trustees of a trust with a net asset value of £5m or more). For further information you can visit the FOS website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. 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. If you are eligible to claim from the FSCS, compensation is available in relation to insurance advising and arranging as follows:

- 90% of the claim, without any upper limit;
- 100% of the claim without any upper limit for

- compulsory classes of insurance (such as Employers Liability); and 'pure protection' contracts, professional indemnity insurance, and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, or where the insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (freephone) or 020 7741 4100 or [www.fscs.org.uk](http://www.fscs.org.uk) .

### **Payment for our services**

We do not receive commission from insurers or charge you any additional fee for the handling of insurance.

We also draw to your attention, the sections headed 'Cancellation of insurances' and 'Ending your relationship with us'.

### **Handling money**

BASC does not hold or manage Client Money or Insurer Money.

### **Cancellation of insurances**

You can cancel your membership, inclusive of insurance, at any time either in writing or telephoning BASC. You will receive a full refund if you cancel your membership within 14 days of joining. There is no refund after 14 days.

## **Ending your relationship with us**

Your insurance arrangements will only cease where your membership with us ends. Subject to your immediate settlement of any outstanding membership fees, you may instruct us to stop representing you as a member of the Association and we will not impose a penalty. Your instructions will take effect from the date of receipt.

In circumstances where we feel we cannot continue providing membership services to you, we will give you a minimum of 7 days' notice. Valid reasons may include but are not limited to non-payment of membership fees, you infringe any rules or regulations of the Association or your conduct is inconsistent with the well-being of the Association. This will be in accordance with the BASC constitution, where disciplinary action may be taken against you as a member, which could result in expulsion if you deliberately fail to comply with terms set out within the constitution, rule 3(h).

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship.

## **Your responsibilities**

You are responsible for answering any questions in relation to your application of membership which includes insurance cover, honestly and to the best of your knowledge. Providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for membership which includes insurance cover. This is particularly important before taking out a membership, at renewal and in the event of a claim.

If you make a deliberate misrepresentation, make a fraudulent claim, fail to disclose information or documentation, fail to comply with the terms set out in the insurance documentation or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate your ability to make a claim against the group policy and mean that claims may not be paid.

You must check all details in the membership letter provided and pay attention to any declaration you may be asked to sign. It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate the policy or mean that claims may not be paid.

You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by the policy.

If you are unsure about any matter, please contact us for guidance.

## **The processing of your personal data**

In your dealings with us, you may provide us with information that may include data that is known as personal data. Where we process personal data, we will comply with statutory data processing requirements as set out by the Data Protection Act 2018. The personal data we may collect will include information relating to your name, address, date of birth and contact details.

We will process your personal data to allow us to provide you with our membership services. Your personal data will also be used to manage future communications between ourselves. Where you have agreed, or in circumstances where to do so will be in our mutual interests,

your personal data will be used to provide you with further information about our wider products and services. You can stop receiving such communications by emailing [dpo@basc.org.uk](mailto:dpo@basc.org.uk)

In processing personal data for insurance purposes about health or criminal offences, we will only do so to enable us to provide our service to you and on the basis of it being in the public interest.

We will only use your data for the purpose for which it was collected. We will only grant access to or share your data within our Association or with other authorised third parties and product and service providers such as insurers where we are entitled to do so by law under lawful data processing.

The Data Protection Act 2018 provides you with individual rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we need to retain it and retention periods, to object to the processing, place restrictions on the processing, to request copies of your data and to request the deletion of your data.

If you require further information on how we process your data, or you wish to exercise your rights, please contact our Data Protection Officer by emailing [dpo@basc.org.uk](mailto:dpo@basc.org.uk) or by writing to BASC, Marford Mill, Rossett, Wrexham, LL21 0HL or by telephoning 01244 573054. How we process your personal data is detailed further within our Privacy Notice.

### **Conflict of interests**

Occasions can arise where we, or one of our associated companies, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

### **Claims handling arrangements**

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.