

# Insurance Terms of Business

The purpose of this document is to set out the service we will provide to you in relation to our insurance offering. For your own benefit and protection, you should read the terms carefully. If there are any terms which you do not understand, please ask for further information.

Nixon Williams Limited is an Appointed Representative of Jelf Insurance Brokers Ltd trading as Marsh Commercial, which is authorised and regulated by the Financial Conduct Authority (FCA) under Firm Registration Number 302751. Not all products and services are regulated by the FCA. You can check their permissions on the FCA website <http://www.fca.org.uk/register> or by calling the FCA on 0800 111 6768.

In the interests of security, staff training and to generally improve our service please be aware that telephone calls may be monitored and/or recorded.

## 1. Our service

We are an Appointed Representative of Jelf Insurance Brokers Ltd trading as Marsh Commercial, which is an insurance intermediary and will act on your behalf in arranging the insurance. However, in certain circumstances, they may act for or owe a duty of care to other parties such as Insurers. We will advise you when these circumstances occur so you will be aware of any possible conflict.

### **We only offer the following insurance cover from the Insurer listed:**

Professional Indemnity Insurance, Employers Liability, Public & Products Liability with Hiscox Insurance Company Limited.

Our products are suitable for businesses which need to insure against these risks in the UK.

Please note that **we will not make a personal recommendation** in relation to the above insurance cover. This means information will be provided on a **non-advised basis** in order for you to make an informed decision based on your particular circumstances and requirements. You should therefore ensure such transactions are suitable for your needs.

## 2. How we are paid and/or fees

We reserve the right to charge fees when arranging insurance cover, making mid-term changes to your cover (including provision of duplicate documentation) and for other administrative tasks. We will advise you of the amount of any fee before you become liable to paying it.

If you make a change or cancel your cover mid-term which results in a return of premium, we will retain any fee amount to cover our administration costs. This amount will be specified to you during the transaction process.

You must settle any fees due in accordance with the amounts and payment dates specified. Failure to meet the payment dates may lead to cover being withdrawn, thus leaving you without insurance cover.

## 3. Awareness of policy terms & conditions

When your confirmation of cover is issued, you are strongly advised to read it carefully as it is that document, along with the schedule that details the policy terms and conditions of the insurance you have obtained. If you are in any doubt over any of the policy terms or conditions, please ask a member of our staff for further clarification.

## 4. Claims service

Marsh Commercial will help you make a claim on your policy and provide assistance throughout the claims process. All incidents that could possibly give rise to a claim must be notified to Marsh Commercial or your Insurer in accordance with the terms of your policy and a claim form completed where required. If you need to make a claim, please contact them directly on 0161 245 3668.

If you are unsure whether a matter constitutes a claim or not, please contact Marsh Commercial and they will clarify for you. Delay on your part in notifying a claim and/or completing required forms will risk a loss you suffer not being paid in part or in full. You should not, however, admit liability or agree a course of action, other than emergency measures carried out to minimise the loss, until you have agreement from your Insurer.

## 5. Client money

Nixon Williams Limited **does not** hold Client Money (as defined by the FCA).

## 6. Cancellation rights

You have the right to cancel your cover within 14 days of receiving your policy documentation. If you decide to cancel your insurance within this timeframe and you have not made a claim on the policy, you will receive a refund of any fee paid, less any reasonable costs incurred by us in providing the cover.

## 7. Complaints

We are committed to providing our customers with a high standard of service, but things can go wrong in any business. If for any reason we have not met your expectations please let us know by calling us on 01253 362 000 or write to Nixon Williams Limited, Apollo House, Hallam Way, Whitehills Business Park, Blackpool, FY4 5FS. Alternatively, you can report the matter directly to Marsh Commercial, Belvedere, 12 Booth Street, Manchester, M2 4AW. Tel 0161 245 3668.

Should you remain dissatisfied with the way we/Marsh Commercial resolve a complaint, you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS). Full details of their service can be found at [www.fos.org.uk](http://www.fos.org.uk) or you can call them on 0800 023 4567.

## 8. Compensation

If we are unable to meet our obligations, you may be able to submit a claim to the Financial Services Compensation Scheme (FSCS). Insurance advising and arranging is covered for 90% of the claim without any upper limit. For full details and further information, please contact the FSCS helpline on 0800 678 1100 or visit their website [www.fscs.org.uk](http://www.fscs.org.uk).

## 9. Insurers

It is Marsh Commercial's normal practice to assess on a regular basis the financial strength of the financial institutions that they introduce to clients. This process involves monitoring the financial ratings applied by independent rating agencies such as Standard & Poor's and Moody's along with other publicly available information.

The ratings applied to each firm are a reflection of the agencies' views on the medium to long-term ability of each firm to meet its obligations to its policyholders. Where an insurer achieves or exceeds Marsh Commercial's minimum requirements, they place it on their acceptable list. It should be noted that whilst they take every care to promote only the strongest institutions, neither they nor we are unable to guarantee the financial strength of any insurance company.

## 10. Using personal information

In supplying insurance services to you, we may share information about you with credit reference agencies and other companies for fraud detection and/or money laundering prevention. We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements.

In administering your insurances, it will also be necessary for us to pass such information to Insurers and other product or service providers. Where appropriate, we will also provide your information to Marsh Commercial for the purpose of arranging and/or administering your insurance covers and to enable them to fulfil their legal and regulatory obligations.

We may contact you or pass your details to other companies associated with us in order to promote products or services that may be of interest to you. We will not otherwise use or disclose the personal information we hold without your consent.

If you would not like us to send you this type of information or if you would like further information on how your information is used and your rights to access information that we hold on you, you can write to us at Nixon Williams Limited, Apollo House, Hallam Way, Whitehills Business Park, Blackpool, FY4 5FS.

## 11. Duty of disclosure

It is important that you understand that any information, statements or answers made by you to us, or your insurer are your responsibility and must be full, true and correct.

Where forms are completed or partially completed on your behalf, you should check them for accuracy before signing.

## 12. Restriction of liability

Except in respect of injury to or the death of any person resulting from our negligence (for which no cap on liability will apply), liability to you for the services provided shall not exceed £10million in connection with any one event and in the aggregate.

## 13. Termination of this agreement

This agreement will be cancelled upon termination of the insurance cover to which it relates, and we shall remain entitled to retain fees payable in relation to that insurance cover as set out in sections 2 and 7 above.

## 14. Anti-bribery and corruption

The parties agree that Bribery, as defined under the Bribery Act 2010, is prohibited. It is therefore agreed that neither party will request, accept, offer or provide any payment or other advantage, to or from any person, which, in the absence of documentation to demonstrate otherwise, can be perceived as capable of influencing any person connected with the activities of either party to act improperly in contravention of the Bribery Act 2010.

It is also agreed that neither party will offer or provide payments or any other advantage to a government official or worker, in any country, with the intention to influence such official or worker in their capacity as such, and to obtain or retain a business advantage.

## 15. Third party rights (excluding rights under the Contracts (Rights of Third Parties) Act 1999)

Except as expressly provided in these Terms of Business, a person who is not a party to these Terms of Business shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Business.

This does not affect any right or remedy of a third party which exists, or is available, apart from that Act. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Terms of Business Agreement are not subject to the consent of any other person.

## 16. Money Laundering Regulations and Proceeds of Crime Act

You agree to provide such evidence and information about your identity and that of your associates, as we may reasonably require in order to comply with our obligations under money laundering legislation and regulations and associated Proceeds of Crime Act.

We are obliged to report to the National Crime Agency and/or appropriate law enforcement agencies any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report.

## 17. Law & Jurisdiction

These terms of business shall be governed and construed in accordance with the laws of England and Wales. In relation to any legal action or proceedings arising out of, or in connection with, these terms of business unless otherwise agreed we both irrevocably submit to the jurisdiction of the courts of England and Wales.