

**Policy summary for personal service companies of Nixon Williams Limited as the main policyholder.**

**Policy number: 9557348**

## **Your Marsh Commercial Umbrella Choice policy summary**

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This document contains the summaries for the policy covers specifically designed for personal service companies. These summaries outline the key information about the policy so you can be confident that you have understood what you are covered for. However, you should carefully read the policy in full and ensure that you understand its terms and conditions in full. If you have any queries, you should contact Marsh Commercial on 0161 228 0444.

**Underwritten by: Hiscox Underwriting Ltd on behalf of the insurers named in the policy schedule.**

### **Key benefits: what risks are you protected against?**

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The main policyholder's schedule will show which of the following covers are included in the policy.

#### **Professional indemnity. Policy wording ref: WD-HSP-UK-UMMPI(5) 8667 05/20**

Professional indemnity insurance covers you for compensation you have to pay to your clients or any other third parties as a result of problems with your work. We will pay for claims which are made against you during the period of insurance, up to the limit shown in the policy schedule. We will also pay your legal defence costs incurred with our agreement for covered claims.

We will pay compensation in relation to claims against you for:

- negligence or breach of a duty of care, e.g. giving incorrect advice or making a mistake in your professional work;
- infringement of intellectual property rights, including copyright, patent and trademark;
- defamation, including libel and slander;
- any other civil liability in connection with your business activity, unless clearly listed under 'What is not covered' in your policy.

#### **Public and products liability. Policy wording ref: WD-HSP-UK-UMMPL(4) 8693 05/20**

Public and products liability insurance covers you when you have to pay compensation to any third party for accidental injury to them or damage to their property, occurring during the period of insurance and as a result of your business.

We will pay up to the limit of indemnity stated in the policy schedule for claims against you arising from:

- bodily injury or property damage;
- trespass or nuisance;
- false arrest, detention, malicious prosecution or eviction.

#### **Employers' liability. Policy wording ref: WD-HSP-UK-UMMEL(4) 8692 05/20**

Employers' liability insurance is compulsory cover for most companies with employees. It covers you for compensation you have to pay to your employees for accidental injury to them, occurring during the period of insurance and in the course of their work for you. We will pay up to the limit of indemnity stated in the policy schedule for claims against you arising from:

- bodily injury, illness, death or disease of any of your employees or volunteers in the course of their work for you. This could be important if, as a personal service company, you need to supply a substitute.

### **Significant or unusual exclusions and limitations**

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This policy will only cover personal service companies for contracts undertaken while obtaining services from the main policyholder named above and solely while working on an assignment via a recruitment company.

#### **Professional indemnity. Policy wording ref: WD-HSP-UK-UMMPI(5) 8667 05/20**

We will not pay for claims or losses arising from:

- transmission of a computer virus that was not specifically targeted to your computer system;
- your liability under any contract which is greater than the liability you would have at law without the contract;
- the loss, copying or distortion of any data by a hacker, other than costs incurred with our prior written consent to defend you under the Breach of Data Protection Act obligations cover;
- any manual work of any kind;
- the provision, or failure to provide, any medical or veterinary diagnosis, prescription or treatment, including any nursing, care, habilitation and rehabilitation which is carried out under medical or veterinary supervision, unless the main policyholder's schedule shows that cover for medical treatment is included in the policy and the claim arises directly from your breach of a duty of care in the performance of your activities.

For the following professional fields and industries, the most we will pay in total for all claims arising from work carried out in each profession or industry is £1,000,000 including defence costs: accountancy, actuarial work, architecture, independent financial advice, legal work, surveying, aviation industry, motor production and maintenance industry, nuclear industry, offshore industry, oil and gas industry, petrochemical industry, pharmaceutical industry and railway industry.

**Public and products liability. Policy wording ref: WD-HSP-UK-UMMPL(4) 8693 05/20**

We will not pay claims arising from:

- the ownership, possession, maintenance or use of any aircraft, drone, watercraft, hovercraft or any motor vehicle;
- exposure to asbestos, asbestos fibres or materials containing asbestos, other than unintended or unexpected exposure;
- any unauthorised or malicious use or operation of any computer system or transmission of a computer virus;
- the provision, or failure to provide, any medical or veterinary diagnosis, prescription or treatment, including any nursing, care, habilitation and rehabilitation which is carried out under medical or veterinary supervision, other than first aid;
- any work undertaken while offshore, including the transport to and from any offshore rig or platform, unless declared to and agreed by us.

**Employers' liability. Policy wording ref: WD-HSP-UK-UMMEL(4) 8692 05/20**

We will not pay for claims arising from any:

- bodily injury, illness, death or disease of any of your employees or volunteers while they are offshore, including the transport to and from any offshore rig or platform, unless declared to and agreed by us..

This insurance complies with the compulsory cover that you are required by law to have. You must repay all payments we are required to make under the legal provisions governing compulsory insurance of liability to employees, which we would not have been liable to pay under this section of the policy in the absence of such law.

Please read the policy for details of its terms in full.

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**Your obligations**

Remember, the premium and insurance cover will be based specifically on the details provided to us. Please make sure this information accurately reflects your business and that you inform us immediately if anything needs to change. Please also tell us of any changes in circumstances that may affect the services provided by us or the cover provided by the policy. This is particularly important before taking out a policy, but it also applies throughout the life of the policy too.

You need to consider:

- if you fail to fairly present the risk to us, including by failing to disclose any information material to the insurance, you could invalidate the policy or claims may not be paid;
- you should read and check all insurance documents to ensure that you are aware of the cover, limits and other terms that apply;
- if you fail to let us know of any changes to your circumstances during the period of insurance or, if when telling us about such changes you fail to present the risk to us fairly, you could invalidate the policy or claims may not be paid;
- please be aware of all terms and conditions of the policy as failure to comply with them could invalidate it or result in us not paying a claim or reducing the amount we pay;
- in the event of a claim, you should take note of the required procedures, such as giving Hiscox prompt notice of the claims, as stated in the policy documentation. In particular, if you fail to notify us when you first become aware of a shortcoming, fact, or problem, admit you are liable for what has happened or appoint solicitors or other legal representation without our prior written approval, claims or defence costs may not be paid or the amount we pay may be reduced;
- as with any insurance, you have an obligation to take reasonable steps to mitigate any loss or liability;
- if you make a fraudulent claim or try to deceive us, we may terminate the policy.

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**Policy length**

The policy is a continuous policy which means that cover will continue as long as all premium payments are kept up-to-date on your behalf.

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**Retroactive dates, geographical and jurisdiction limits**

Where any section of the policy schedule includes a retroactive date, we will not make any payment for any claim or loss under that section which arises from any activity performed or any act, incident or occurrence taking place, before the retroactive date.

Where any section of the policy schedule shows the geographical limits which apply to that section of the policy, we will only pay for claims and losses under that section which arise from activities performed or acts, incidents or occurrences taking place within those geographical limits.

Where any section provides cover in respect of your liability to third parties, we will only cover claims first made in a country within the applicable courts stated in that section of the policy schedule.

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## Cancellation rights

If you no longer wish to be insured under this policy you must notify the main policyholder named above in writing. We may cancel the insurance by giving the main policyholder named above 30 days' notice in writing of our intention to do so.

We will return any amount of premium already paid which relates to the unexpired period to the main policyholder, however we will not refund any premium under £25.

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## In the event of a claim

If anything happens that might be covered under the policy, you must comply with the obligations set out in General claims conditions within the General terms and conditions, together with the obligations set out under Your obligations in the section or sections under which you are making the claim. It is particularly important that you notify us of the incident or event giving rise to the claim in accordance with the notification provisions set out in the relevant section of the policy. If someone brings or threatens to bring a claim against you, you must not make any admission of liability or make any offer of settlement or appoint solicitors or other legal representation without our prior written agreement.

If you do not comply with these obligations, we may be entitled to refuse to cover you entirely, or reduce the amount we pay, for that particular claim. As with any insurance, you have an obligation to take reasonable steps to mitigate any loss or liability.

In the event of a claim, you must bear the amount of the corresponding excess stated on the policy schedule, if applicable.

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## Claims service

It is when you make a claim that you really find out how good your insurer is and we are confident that you will not find a better service in the UK. Hiscox prides itself on its fair, efficient and sensible claims service. We offer you access to experienced and dedicated claims handlers as well as experts including legal teams, loss adjusters and disaster management companies. Hiscox aims to handle claims quickly and efficiently, while minimising any disruption to you.

You must notify us of anything likely to lead to a claim under this policy. If you need to notify us of anything, please contact Marsh Commercial on 0161 228 0444. If this is not possible, our claims team can be contacted during business hours on 0800 840 2432 or 01206 773 899 (please select option 1 or 2 as appropriate).

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## Any questions or complaints?

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact Marsh Commercial. If ever you're unhappy about anything we do, or fail to do, please contact our customer services team. They'll do all they can to put things right, but if you're still not satisfied, we'll tell you how to take your case to the Financial Ombudsman Service.

Address: Hiscox Customer Relations  
The Hiscox Building  
Peasholme Green  
York YO1 7PR  
United Kingdom

Telephone: +44 (0)1904 681198

Email: [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com).

If we can't meet our obligations to you, you may be entitled to compensation. In that case, rest assured we're fully covered by the Financial Services Compensation Scheme (FSCS).

If you remain dissatisfied with the way your complaint has been dealt with you may ask the Financial Ombudsman Service to review your case. This does not affect your legal rights.

Address: Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Telephone: 0800 023 4567 or +44 20 7964 0500 from outside the United Kingdom

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

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If you contact them or us, please quote the policy number shown in the policy schedule.