# COMBINED MARKET TRADERS

## Market Traders Liability Insurance Policy Information

0208 102 9400 | cmtia@hayesparsons.co.uk Beacon Tower, Colston Street, Bristol BS1 4XE The information provided in this document is a summary of the key features and exclusions of the policy and does not form part of the contract between us. Complete pre contact and contractual information about the product is provided in your policy documents and policy.

#### What is this type of insurance?

The CMTIA Market Traders Liability Insurance policy provides Public & Products Liability, or Public & Products and Employers' Liability insurance, for individuals or companies who undertake market trading activities at a licensed market, or craft fair, or other private or public locations.

#### Who and what are insured?

- Market trader and associated market trading activites including products sold via the internet, subject to meeting policy criteria
- Public and Products Liability where held legally liable for accidental injury or property damage to third parties up to £5,000,000 any one claim (or any one period of insurance for Products Liability)

#### Optional covers

- Public and Products Liability where held legally liable for accidental injury or property damage to third parties up to £10,000,000 any one claim (or any one period of insurance for Products Liability)
- Employers' Liability where held legally liable for injury to an employee/ volunteer - up to £10,000,000 any one claim

#### What is not insured?

Claims arising from



Damage to own property and/or stock



Failure (and other causes) of electronic data



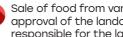
Hot work processes, other than cooking of food



Invasive, physical, mental or beauty treatments, products or services



The sale of used or second hand electrical goods (including factory seconds and second hand e-cigarette chargers)



- Sale of food from vans unless prior approval of the landowner or person responsible for the land is obtained
- Sale of safety critical automotive products



Sale of fireworks



Breaches of professional duty for services provided for a fee



Services in or on aircraft, airport or airfield runways



Sale of vapes, e-cigarettes and accessories

#### Are there any restrictions on cover?



Excludes claims from treatment products which are not proprietary branded or are not wholly made up of naturally blended ingredients



Excludes limited companies unless solely involved in market trading activities



Excludes claims caused by products sold or exported to USA or Canada

#### Where am I covered?



Cover applies to business activities undertaken in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and also within the European Union for up to 30 days in any period of insurance.

#### When does the cover start and end?

From the start date (shown on your schedule of insurance) for 12 months.

#### What are my obligations?



#### At the start of your policy

- Ensure the cover included meets your requirements •
- Read your policy documentation to ensure you understand the extent of cover, • limitations and any conditions which may apply to your insurance



#### Ongoing duties

You must make a fair presentation of the risk which you wish to insure. This applies prior to the start of your policy, if any variation is required during the period of insurance and prior to each renewal.

You must tell us as soon as possible during the period of insurance of any change:

- to the business •
- in the person, firm, company or organisation shown in the schedule as insured •
- to the information you provided to us previously or any information that increase • the risk of loss as insured under any section of your policy

You must take reasonable steps to:

- prevent or protect against injury, loss or damage
- remedy any defect or any danger that becomes apparent as soon as possible

#### You must as soon as practical:

- give us notice of any circumstances which might lead to a claim under your policy
- give us all the information we request ٠

You must immediately:

- on receipt send us every letter, court order, summons or other legal document • served upon you
- tell us about any prosecution, inquest or fatal accident inquiry or dispute for ٠ referral to adjudication or court proceedings in
- connection with any potential claim under your policy •



- Please call Axa on 0345 900 4185, option 3, quoting the insurer policy number .
- Claims should be notified in accordance with the claims procedures detailed • within the policy wording

#### How do I cancel the contract?

- You can cancel your policy within 14 days of receiving your policy
- If you cancel your policy before the cover starts, or within 14 days of cover commencement you will be entitled to a refund of the premium and any administration fees you've paid, so long as no claims have been submitted during the period
- If you cancel after 14 days of cover commencement we will refund the proportion of the premium paid for the unexpired period of insurances, less any administration fees

#### If you have a complaint

Any complaint should be addressed in the first instance to Hayes Parsons Limited using the address details mentioned elsewhere.

Axa Insurance are covered by the Financial Ombudsman Service. If you have complained to Axa and have been unable to resolve the complaint, you may refer it to this independent body if you are eligible to do so (see http://www.financialombudsman.org.uk for further details). Following the complaints procedure does not affect your right to take legal action.

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

Axa Insurance are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Axa cannot meet their obligations, depending on the type of insurance and circumstances of your claim.

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