



**COMBINED MARKET TRADERS**  
INSURANCE ASSOCIATION



## **Market Traders Liability Insurance Key Information for a One Day Policy**

0208 102 9400 | [cmtia@hayesparsons.co.uk](mailto:cmtia@hayesparsons.co.uk)

1st Floor, One The Square, Temple Quay, Bristol, BS1 6DG

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 you and Axa Insurance. Please refer to the policy schedule and policy wording for details of the full terms and conditions and exceptions.

### What is this type of insurance?

The CMTIA Market Traders Liability Insurance (One Day) policy provides Public Liability insurance for individuals 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 activities for a 24-hour period at a named location
-  Public Liability - where held legally liable for accidental bodily injury or property damage to third parties with a limit up to £5,000,000 or £10,000,000 any one claim (depending on the limit chosen)
-  Food and Drink Liability - where held legally liable for accidental bodily injury to third parties from food and/or drink sold or supplied with a limit of up to £5,000,000 or £10,000,000 (depending on the limit chosen) for all claims in the policy period

### What is not insured?

- Claims arising from
-  Damage to own property and/or stock
  -  Hot work processes, other than cooking of food
  -  Sale of food from vans unless prior approval of the landowner or person responsible for the land is obtained
  -  Invasive, physical, mental or beauty treatments, products or services
  -  Cyber and data
  -  Delivery of professional services
  -  Employers' Liability
  -  Products Liability (other than relating to food and drink sold or supplied)

### 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 at the location shown on the policy schedule.

## When does the cover start and end?



For the 24-hour period noted in your policy schedule and as specified by you.

## What are my obligations?



### Before your policy commences

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



### Ongoing duties

You must make a fair presentation of the risk which you wish to insure.

You must tell us as soon as possible and before the policy cover commences of any change:

- to the business activities shown in the schedule and statement of fact
- to the person(s), firm, company, or organisation shown in the schedule as insured
- to the information you provided during the policy application process that may 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 or Axa Insurance notice of any circumstances which might lead to a claim under your policy
- give us or Axa Insurance all the information that may be requested

You must immediately:

- on receipt send us or Axa Insurance every letter, court order, summons or other legal document served upon you. Please do not answer these
- tell us or Axa Insurance about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under your policy



### In the event of a claim

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

### **When can I cancel the policy?**

You can only cancel your policy before the commencement of cover, and you will be entitled to a refund of the premium and any administration fees paid.

### **If you have a complaint**

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

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.

CMTIA03 - 07/24