COMBINED MARKET TRADERS
INSURANCE ASSOCIATION

Market Traders Liability Insurance

Key Information for an Annual Policy

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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.

What is this type of insurance?
The CMTIA Market Traders Liability Insurance policy provides Public & Products Liability, with the option to add 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 incidental products sold online), subject to meeting policy acceptance criteria
- Public and Products Liability - where held legally liable for accidental bodily injury or property damage to third parties with a limit 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 bodily injury or property damage to third parties with a limit up to £10,000,000 any one claim (or any one period of insurance for Products Liability)
- Employers' Liability – where held legally liable for accidental bodily injury to an employee or volunteer acting on your behalf with a limit of up to £10,000,000 any one claim

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
- Sale of safety critical automotive products
- Sale of fireworks or firearms or replica guns
- Sale of tobacco or tobacco related products
- Sale of vapes or e-cigarettes or replacement liquids chargers or accessories
- Sale of used or second hand electrical products
- Sale of aviation or hovercraft products
- Invasive, physical, mental or beauty treatments, products or services
- Cyber and data
- Delivery of professional services

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 and end dates noted in your policy schedule.

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. 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 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 on 0370 900 0867, option 2, quoting the insurer policy number
- Alternatively, you can email AXA directly to liabilityclaims.ins@axa-insurance.co.uk
- Claims should be notified in accordance with the claims procedures detailed within the policy wording

When can I cancel the policy?

- If you cancel your policy before your 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 insured
- If you cancel after 14 days of cover commencement you will be entitled to a refund of of the proportion of the premium paid for the unexpired period of insurance, less any cancellation administration fees, so long as no claims have been submitted during the period insured. There will be no refund of 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 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.

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