

MARKETINSURE

Statement of demands and needs for Market Traders

This document sets out clearly and concisely your demands and needs for your insurance.

Policy Information

You have asked for Public Liability, Products Liability and Employers' Liability Insurance to cover you as a Market Trader. You have also asked for stock cover (which includes materials in trade, fixtures and fittings) in the sum of £2,500* and Business Interruption cover.

Type of Cover	Plan A	Sum Insured*
Stock	Perils Inc Theft	2,500
Business Interruption	Up to 3 months	2,500
Public Liability	Any one loss	£5m
Products Liability	Any one loss	£5m
Employers' Liability	Any one loss	£10m

*** Note please – this figure is dependent on the sum insured requested under your policy cover, with a minimum starting figure of £2,500.**

You will be covered when you trade from a table, stall, pitch or fixed unit indoor or outdoor at a market, craft fair, show, craft village, exhibition, shopping mall or workshop. **Traders with kiosks need to be referred to Insurers.**

Property is subject to an Underinsurance clause being applied.

For example; If Your Sum Insured for property is £2,500 and the value of the property is £5,000 You have underinsured by 50%. Only half of a claim for £2,500 would be payable by the Policy Insurer as only half the value of the property is insured. In this example, half of £2,500 is £1,250 less any Excess payable.

Goods in Transit are also covered up to the Plan sum insured. Optional extensions for cover are available please refer to the summary contained in the prospectus/proposal form.

Cover applies whilst at home or in workshops in addition to Craft Fairs and also extends for selling to shops (if no more than £5,000 per year).

This policy is not suitable if you have an Online/ Internet Turnover greater than £25,000.

Please note exports to USA and Canada are excluded. Insurers may offer cover subject to more information and an additional premium.

Buildings are not covered against property damage unless agreed. Business interruption limit is covered as stated above. Should your business require a longer indemnity period stated above to re-establish the business then please let us know.

Photography cover must be agreed with us.

The **Marketinsure** Policy will cover both husband and wife or a formal legal partnership for the Plan selected premium.

The Policy is insured by Ascot Underwriting Limited at Lloyd's as defined in the Policy.



MARKETINSURE PROPOSAL FORM

Please answer all questions in full.

Tick the appropriate boxes and provide other information as requested. Please use BLOCK CAPITALS.

Mr/Mrs/Miss/Dr/ Other.....

Name of Proposer.....

Address.....

Postcode..... Tel No.....

Email.....

Would you like to receive correspondence via email? **Yes/No**

Trading Name..... Start Date

If less than 12 months do you have other experience in business of this nature? **Yes/No**

Please detail relevant experience below.....

.....

.....

What goods do you produce/manufacture?.....

What goods do you sell?.....

1. Has any insurer ever declined or refused to renew your insurance, increased the premium, modified the cover or made special stipulations? **Yes/No**

If 'Yes', give details and state which insurer

.....

2. Have you had any claims or incidents which may give rise to a claim relevant or relating to this proposed insurance within the previous 5 years? **Yes/No**

If 'Yes' give full details.....

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3. Have you or any individual involved in the business of the proposer/insured being a Director, Business Partner, provider of working capital or loan guarantees to this business or anyone playing a significant role in making decisions about how the Proposer/Insured is managed or organized (including family members):

i. Ever been declared bankrupt? **Yes/No**

ii. Ever been disqualified from being a company director? **Yes/No**

iii. Ever had any County Court Judgment(s) (CCJ) or Sheriffs Court Decrees entered against you or them, or been involved in a company against which such judgments have been entered? **Yes/No**

- iv. Ever been, or are currently a director or officer of a company which has been, declared insolvent or had a receiver or liquidator appointed or entered into arrangements with creditors in accordance with The Insolvency Act 1986, or had an Individual Voluntary Arrangement (IVA)? **Yes/No**
- v. Ever been party to, or involved in a company which was party to a Company Voluntary Arrangement (CVA)? **Yes/No**
- vi. Ever been convicted or have any prosecution pending in respect of any criminal offence (other than motoring offences or any offences which are spent under the Rehabilitation of Offenders Act 1974), **Yes/No**
- vii. Ever been charged with or convicted of, or been involved in a company charged with or convicted of, a breach of the Health and Safety at Work Act or other legislation relating to employee safety and safe working practices, or been served with, or been involved with a company serviced with an improvement order or prohibition notice under such legislation? **Yes/No**

If Yes to (i) to (viii) above give details.....

- 4.
 - a) Is your estimated annual turnover below £100,000? **Yes/No**
 - b) Do you offer a direct delivery service to customers? **Yes/No**
 - c) Do you sell anywhere other than markets? (e.g. online/wholesale/shop/other?) **Yes/No**

If yes please advise where/how/and estimated annual turnover

- d) Do you purchase your stock from a wholesaler in the EU? **Yes/No**
- If no please advise where you purchase your stock.....

- 5.
 - a) Is your estimated annual wage roll below £50,000? **Yes/No**

If you operate a PAYE scheme please provide your Employers' Reference Number

6. Please circle the plan you require

Plan	Sum Insured of Stock or Contents*	Basic Premium
A	£2,500	£135
B	£5,000	£195
C	£7,500	£270
D	£10,000	£350
E	£12,500	£410
F	£15,000	£490

*The Sum Insured related to wholesale purchase price or costs if manufactured by you.

The Policy includes Business Interruption for a period of up to 3 months up to the same limit as the Sum Insured. The Policy also covers Goods in Transit cover to same limit as the Sum Insured up to a maximum of £15,000.

Further extensions are available. Please call for a quote:

- Sum Insured of more than £15,000
- T1: Removal of 50% Goods in Transit Co-insurance clause
- T2: Removal of 50% Goods in Transit Co-insurance clause and 24 hour cover in transit
- TC: Cover for Teaching & Running workshops
- TM: Overnight theft from marquees (with 10% coinsurance clause)

DECLARATION

I/we declare that I/we have made a fair presentation of the risk, by disclosing all material matters which I/we know or ought to know or, failing that, by giving the Insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances.

I/we understand that if I/we breach the duty of fair presentation, the remedies available to the Insurer are as set out below:

- a) If the Insured’s breach of the duty of fair presentation is deliberate or reckless:
 - i. The Insurer may void the contract, and refuse to pay all claims; and
 - ii. The Insurer need not return any of the premiums paid.
- b) If the Insured’s breach of the duty of fair presentation is not deliberate or reckless, the Insurer’s remedy shall depend upon what the Insurer would have done if the Insured had complied with the duty of fair presentation:
 - i. If the Insurer would not have entered into the contract at all, the Insurer may void the contract and refuse all claims, but must return the premiums paid.
 - ii. If the Insurer would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the Insurer so requires.
 - iii. In addition, if the Insurer would have entered into the contract, but would have charged a higher premium, the Insurer may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the Insurer shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{higher premium}) \times 100$.

I/we confirm that I am/we are authorised to sign this proposal form on behalf of the proposer/insured and do so according to the knowledge of the proposer/insured, the proposer/insured having made all reasonable enquiries necessary to make a fair presentation of the risk.

Signature of Proposer..... Date.....

IMPORTANT NOTICE

The liability of the Insurer does not commence until this proposal has been accepted by the Insurer and the premium payment cleared.

Please return completed form with your payment to:

GM Imber & Sons Ltd, 77a High Street, East Grinstead, West Sussex, RH19 3DD

GM Imber & Sons Ltd are regulated by the Financial Conduct Authority Firm Reference No. 448476

Tel: 01342 327250 Fax: 01342 323826 Email: info@gmisl.co.uk