

## **MARKETINSURE STARTER**

### *Statement of demands and needs for Market Traders*

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

You have asked for liability cover to cover you as a Market Trader.

#### *Policy Information*

This policy will cover you as a Market Trader for Public Liability, Products Liability and Employers' Liability insurance. You will be covered when you trade from a table, stall, pitch, kiosk, gazebo or fixed indoor unit including an in-shop unit so long as it is within a market or market type environment. Similarly, you will be covered at outdoor markets, craft fairs, shows, exhibitions or in shopping malls other than shops. Trading from marquees is also covered as long as it is no bigger than 15ft by 15ft.

<b>Type of Cover</b>	<b>Limits</b>
<b>Public Liability</b>	£5,000,000
<b>Products Liability</b>	£5,000,000
<b>Employers' Liability</b>	£10,000,000

Internet/Mail order sales are also covered if sales are below £25,000 per annum.

Please note if you undertake any wholesale activity this must be referred to G.M. Imber & Sons Ltd.

The **MARKETINSURE STARTER** policy covers both husband and wife or a formal legal partnership for one annual premium.

This policy **EXCLUDES** exports to the USA/Canada.

This policy will not cover you if you have an online turnover of over £25,000 or Wholesale more than £5,000 per year.

**There is NO cover for your stock under this policy, should this be required please advise us and we can arrange cover under a different policy.**

Cafes and retail of heated food involving deep fat frying is **NOT** covered under this policy – please ask for details of our **MARKETINSURE** policy for more details of appropriate cover.

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



# MARKETINSURE Starter 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 .....

Date business established.....

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.....

.....

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 delivery in person or via employees 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  
 .....

**A total premium of £55 per annum (inclusive of Insurance Premium Tax at 12% and our admin fee of £18.60) will apply.**

**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  $X = (\text{premium actually charged/higher premium}) \times 100$ .

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](mailto:info@gmisl.co.uk)**