

Market Traders Liability Insurance

Summary of Cover

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 activities 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 cosmetic treatments
- ✗ 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

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 activities undertaken in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and also on a worldwide basis, whilst temporarily outside of these territories.

When does the cover start and end?

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

C.M.T.I.A. Limited
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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

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 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 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 Insurance Brokers 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.