



Yorkshire Bank Chambers, Fargate, Sheffield S1 2HD  
Tel 0114 250 2770 Fax 0114 250 2777

## **Craftworkers & Stallholders Insurance**

Thank you for your enquiry.

Herewith are details of Craftworkers & Stallholders Insurance

The premium rates shown are valid until 31 December 2012.

May we draw your attention specifically to the Demands and Needs Statement on page 7 and our Terms of Business for this specific insurance on pages 8 and 9.

Could we also draw your attention to your duty to disclose any information that may affect your insurance. Failure to do so may render the insurance policy void at the option of the insurers.

Cover can be confirmed on receipt of your satisfactorily completed proposal form and cheque in payment of the premium. Your policy will be issued promptly.

If you have any queries please do not hesitate to contact us by email or by telephone on 0114 250 2770.

# CRAFTWORKER & STALLHOLDER INSURANCE

Arranged by Walker Midgley Insurance Brokers & Underwritten by Royal & Sun Alliance Insurance plc

Craftworker & Stallholder Insurance provides Public and Products Liability insurance, Employers Liability insurance, Stock & Stall Equipment/Fittings insurance, Road Trailer insurance and Home Workshop insurance and is available to craftworkers/stallholders at: -

**Steam Rallies  
Autojumbles**

**Exhibitions  
Craft Fairs**

**Church Garden Parties  
Village Fetes**

**Flea Markets  
Charity Events**

**Country Fairs  
Farmers/Street Markets**

and similar temporary events.

The policy is underwritten by Royal & Sun Alliance Insurance plc. Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing, the Insurer has agreed with the Insured that the law which applies to this contract is the law which applies in the part of the United Kingdom in which the Insured is based, or, if the Insured is based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which the Insured is based.

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Insured is based.

The language used in the policy and any communication relating to it will be English. This summary of cover does not contain the full policy wordings, a copy of the Master Policy is available on request from Walker Midgley Insurance Brokers to whom all queries and correspondence should also be addressed.

The Stallholders Insurance Policy is an annual policy. Sections may be taken as required. The inception date of the cover may be at any time during the year and may be chosen to suit individual requirements and existing renewal dates may be changed. At least 21 days before policy renewal we will automatically send renewal documents telling you the premium and terms and requirements that will apply for the following year. Amendments to the policy, such as changes to sums insured and adding or deleting sections may be made at any time during the year with an appropriate premium adjustment being charged. Premium payment may be made by cheque, debit/credit card or BACS. For premiums over £100 we also have a monthly direct debit premium payment facility which is operated by Premium Credit Ltd (7.75% service charge, minimum £10.00, 22.4% APR variable, with payment over 10 months - full details will be sent on request). All premiums/premium rates shown include Insurance Premium Tax (IPT) at the current rate of 6%.

The policy sections available are: -

- |   |   |
|---|---|
| <b>1. Stock &amp; Stall Equipment/Fittings</b> (see page 1) | <b>4a. Public Liability</b> (see page 3)    |
| <b>2. Road Trailers</b> (see page 2)                        | <b>4b. Products Liability</b> (see page 4)  |
| <b>3. Home Workshop</b> (see page 3)                        | <b>4c. Employers Liability</b> (see page 4) |



## **SECTION 1 – STOCK & STALL EQUIPMENT/FITTINGS**

**What is Insured:** Stock and stall equipment/fittings belonging to you or for which you are responsible anywhere in the United Kingdom, including whilst in transit. The perils covered are: -

- |  |  |
|--|--|
| a) Fire, Explosion, Lightning & Aircraft                         | f) Sprinkler Leakage                                     |
| b) Earthquake  | g) Theft   |
| c) Riot/Civil Commotion/Malicious Damage                         | h) Subsidence ground heave or landslip                   |
| d) Storm, Flood, Escape of water from any tank apparatus or pipe | i) Any other accident (which includes accidental damage) |
| e) Impact by any Road and/or Rail vehicle                        |  |

**Special Note:** In respect of erected tents and marquees and of Portaloos the perils covered are restricted to Fire Explosion Lightning and Aircraft

The insurers shall only be liable for damage caused by boiler/pressure vessel explosion/malfunction when the vessel concerned has a boiler/pressure vessel certificate issued by an authorised body.

### **Exclusions: -**

The first £100 of each and every claim is excluded increased to £1000 in respect of subsidence ground heave or landslip and to £200 in respect of theft of property from marquees and tents

Loss of use loss or of market value for any reason

Loss or damage caused by mechanical or electrical faults failures breakdowns or derangements

Loss or damage caused by wear tear deterioration insect vermin mildew wet & dry rot woodworm atmospheric conditions corrosion act of light heat or any other gradually operating cause

Accidental damage to glass porcelain pottery and all items of a brittle nature

Damage to tyres from breaking or by punctures cuts or bursts

Damage to a model including its boiler caused by there being insufficient water in the boiler  
Loss of or damage to your property resulting from someone taking it by fraud or trickery  
Damage to fences caused by storm  
Theft of money or securities of any description

Loss or damage following theft (which shall be deemed to include attempted theft) is covered only if the theft is-

- 1) following forcible and violent entry to or exit from a building
- 2) following actual or threatened assault or violence
- 3) when the property is not in a locked building and is being individually attended by the owner or person in charge
- 4) from a tent or marquee whilst the tent or marquee is occupied by at least two able bodied adults authorised by you or by the property owner or by the person in charge
- 5) from an unattended vehicle or trailer subject to:
  - a) all doors windows and openings of the vehicle being properly fastened and locked, with any fitted alarms and immobilisers being set and in operation
  - b) property carried in a trailer being locked to the trailer
  - c) the trailer being locked to the towing vehicle and if detached from the towing vehicle being immobilised by a lock on the towing hitch, or by a wheel clamp, or by removing a wheel from each axle.

**Claims:** - Theft must be reported to the police.

In the event of a claim purchase and/or replacement invoices will be required

**Annual Premium:**

1. Stock including raw materials and goods held in trust or for which you are responsible at your premises or premises occupied by you and whilst in transit in or on a vehicle owned by you or operated by you or whilst at events  
**Premium rate £6.30 (inc 6% IPT) per £1,000 sum insured**
2. Stall tables, display racking, equipment, tents/mini marquees/gazebos and the like  
**Premium rate £6.30 (inc 6% IPT) per £1,000 sum insured**

**SECTION 2 - ROAD TRAILERS**

**What is Insured:** Your road trailer if damaged stolen or taken without your permission anywhere in the United Kingdom or Europe. The perils covered are: -

- |   |   |
|---|---|
| a) <b>Fire, Explosion, Lightning &amp; Aircraft</b>                     | f) <b>Sprinkler Leakage</b>                                     |
| b) <b>Earthquake</b>  | g) <b>Theft</b>   |
| c) <b>Riot/Civil Commotion/Malicious Damage</b>                         | h) <b>Subsidence ground heave or landslip</b>                   |
| d) <b>Storm, Flood, Escape of water from any tank apparatus or pipe</b> | i) <b>Any other accident (which includes accidental damage)</b> |
| e) <b>Impact by any Road and/or Rail vehicle</b>                        |   |

**Exclusions:** -

The first £100 of each and every claim is excluded increased to £500 if the trailer is not fitted with either a wheel clamp or a hitchlock  
Loss of use loss or of market value for any reason  
Loss or damage caused by mechanical or electrical faults failures breakdowns or derangements  
Loss or damage caused by wear tear deterioration insect vermin mildew wet & dry rot woodworm atmospheric conditions corrosion act of light heat or any other gradually operating cause  
Damage to tyres from breaking or by punctures cuts or bursts  
Loss of or damage to your trailer resulting from someone taking it by fraud or trickery  
Theft of money or securities of any description

**Loss of Value following Repair:** Insurers will only commit to repairing a trailer or to pay its market value not to paying for any reduction in its value as a result of having been involved in an accident and/or theft

When the trailer is left unattended and unattached from the towing vehicle it is required that the trailer is fitted with either a wheel clamp or a hitchlock. The trailer will still be covered if this requirement is not met however if the trailer is stolen the usual £100 excess will be increased to £500. It should be noted that many trailer thefts occur in lay-bys and motorway service areas.

Also included is cover for the hire of an alternative trailer following theft or damage to the trailer insured subject to a maximum amount of £20 per day (maximum 10 days). The need for an alternative trailer must be a stallholding related activity.

**Driving a car or van with a trailer:** All drivers who passed a car test before 1 January 1997 retain their existing entitlement to tow trailers until their licence expires. This means that they are generally entitled to drive a vehicle and trailer combination up to 8.25 tonnes MAM (Maximum Authorised Mass). They also have the entitlement to drive a minibus with a trailer over 750kgs MAM. Drivers who passed their car test on or after 1 January 1997 are required to pass an additional driving test in order to gain entitlement to category B+E that allows them to tow caravans and trailers.

If you require more information about driving a car or a van with a trailer you should obtain the Driver and Vehicle Licensing Agency (DVLA) factsheet INF30 'Towing Trailers in Great Britain'

**Towing Vehicle's Motor Insurance:** The class of use on some motor insurance policies, particularly motor insurance policies issued on a van, does not automatically include the towing of trailers. It is therefore recommended that before towing a trailer the motor insurance policy of the towing vehicle is checked in order to confirm that the towing of trailers is permitted. Public liability insurance cover for the trailer falls under the towing vehicle's insurance policy whilst the trailer is attached.

**Annual Premium rate £8.45 (inc 6% IPT) per £1,000 value (minimum annual premium per trailer £25.35 inc 6% IPT)**

### **SECTION 3 - HOME WORKSHOP**

**What is Insured:** This section covers accidental loss or damage including theft of workshop tools, equipment, work in progress and raw materials contained in home workshops.

The perils covered are: -

- |  |  |
|--|--|
| a) Fire, Explosion, Lightning & Aircraft                         | f) Sprinkler Leakage                                     |
| b) Earthquake  | g) Theft   |
| c) Riot/Civil Commotion/Malicious Damage                         | h) Subsidence ground heave or landslip                   |
| d) Storm, Flood, Escape of water from any tank apparatus or pipe | i) Any other accident (which includes accidental damage) |
| e) Impact by any Road and/or Rail vehicle                        |  |

Cover is operative for all types of home workshop whether they be attached to the building of the home or "down the garden" and regardless of the construction, including timber. The section has four items: -

1. Buildings including fixtures and fittings (fitted benches, cupboards, drawers etc.)  
The basis of claims settlement is reinstatement which means that the sum insured selected must represent the current rebuilding cost.  
Home Workshops of standard construction i.e. brick stone or concrete built and roofed with slates or tiles –  
**Premium rate £6.30 (inc 6% IPT) per £1,000 sum insured**  
Home Workshops of non-standard construction i.e. any other combination of building or roofing material  
**Premium rate £12.60 (inc 6% IPT) per £1,000 sum insured**
2. Workshop Machinery (i.e. lathes, milling machines, shapers, pedestal drills, flypresses etc.)  
The basis of claims settlement is indemnity which means that claims will be settled using the machines current value which in turn means that the sum insured selected must represent what it would cost to replace the machinery with similar machinery of a similar age and condition.  
**Premium rate £6.30 (inc 6% IPT) per £1,000 sum insured**
3. Tools and equipment (i.e. lathe tools, milling cutters, hand tools, hand held electric tools, vices, rotary tables, measuring equipment etc.)  
The basis of settlement is reinstatement which means that the sum insured selected must represent the cost of replacement as new  
**Premium rate £6.30 (inc 6% IPT) per £1,000 sum insured**

Cover under this section is subject to a £100 excess each and every claim.

**Whilst theft from Home Workshops of any construction is covered it should be noted that when unoccupied the door/doors to the workshop should be securely locked, preferably using 5 lever deadlocks, and all opening windows must be locked using suitable window locks.**

### **SECTION 4a – PUBLIC LIABILITY**

Public liability is liability to third parties. It is liability that arises following damage to third party property or injury to third party persons (injury means bodily injury, mental injury, death, disease, illness, wrongful arrest or false imprisonment). The cover provided under this section extends to include you as a stallholder, which includes demonstrating equipment and/or crafts and trades eg pole lathe turning, stone masonry, dry stone walling, basket weaving, chair making and blacksmithing and the like, at Steam Rallies, Autojumbles, Exhibitions, Craft Fairs, Church Garden Parties, Village Fetes, Flea Markets, Charity Events, Country Fairs, Farmers/Street Markets and the like and also elsewhere whilst preparing for or whilst travelling thereto or therefrom all within the geographical limits of the United Kingdom.

The limit of indemnity for Public Liability cover applies to any one event. The Limits of Indemnity available are £2,000,000, £3,000,000, £4,000,000 and £5,000,000

Legal defence costs are included with an indemnity limit of £250,000 representing the total amount payable in respect of all costs and expenses arising out of claims during any period of insurance.

**Conditions and exclusions: -**

The insurers shall only be liable for injury or damage caused by boiler/pressure vessel explosion/malfunction when the vessel concerned has a boiler/pressure vessel certificate issued by an authorised body.

Liability for loss injury or damage arising out of or caused by mechanically propelled vehicles aircraft or watercraft is excluded.

The first £250 in respect of damage to third party property is excluded

**Abuse:** Insurers shall not be liable for claims arising from abuse. Abuse shall mean: -

- a) acts of hurting or injuring mentally or physically by maltreatment or ill-use
- b) acts of forcing sexual activity rape or molestation, or
- c) repeated or continuing contemptuous coarse or insulting words or behaviours

**Terrorism Exclusion:** The Company shall not be liable for injury or loss of or damage to Property in respect of legal liability arising directly or indirectly out of terrorism.

Terrorism shall mean an act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any government de jure or de facto.

**Asbestos: Fear of asbestos and removal Costs Exclusion:** Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those materials  
 Asbestos Dust shall mean fibres or particles of asbestos  
 Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust

Indemnity will not apply to legal liability for bodily injury or mental injury to or death disease or illness of any person employed arising out of and in the course of employment by the insured in the business

Indemnity will not apply to legal liability for the costs of remedying

- a) any defect or alleged defect
- b) the presence of Asbestos, Asbestos Dust, or Asbestos containing Materials in premises disposed of by the insured

Indemnity will not apply to legal liability for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials

Indemnity will not apply to legal liability for the costs of management (including those of any persons under statutory duty to manage) removal repair alterations recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials

**Certificate of Insurance:** - A certificate of insurance confirming public liability cover, and the limit of indemnity selected, will be issued

**SECTION 4b - PRODUCTS LIABILITY**

(included without charge when Section 4a Public Liability is taken)

Products liability insurance provides cover for your liability for death or injury to third parties and for loss or damage to third party property arising out of any product supplied by you. Cover in respect of advice and design is excluded

Cover applies within the geographical limits of the United Kingdom.

The indemnity limit chosen for Public Liability will apply also to Products Liability but it should be noted that the limit of indemnity for Products Liability cover applies to any one event and in any one period of insurance.

Legal defence costs are included with an indemnity limit of £250,000 representing the total amount payable in respect of all costs and expenses arising out of claims during any period of insurance.

**SECTION 4c - EMPLOYERS LIABILITY**

(included without charge when Section 4a Public Liability is taken)

This section provides cover in accordance with the Employers Liability (Compulsory Insurance) Regulations 1998 for your legal liability for damages in respect of injury to employees, staff, volunteers and helpers including labour only subcontractors. The limit of indemnity provided is £10,000,000

Legal defence costs are included with an indemnity limit of £250,000 representing the total amount payable in respect of all costs and expenses arising out of claims during any period of insurance.

**Certificate of Insurance** - A Certificate of Employers Liability Insurance will be issued

**Annual Premium** - The scale of annual premiums (inc 6% IPT) is: -

Employers Liability £10,000,000 plus Public/Products Liability Limit of Indemnity of: -	Number of Events per Year		
	Up to 5 events per year	Between 6 to 12 events per year	Unlimited number of events per year
£2,000,000	£50.00	£91.30	£166.00
£3,000,000	£60.75	£111.10	£202.00
£4,000,000	£71.15	£130.40	£237.10
£5,000,000	£78.25	£143.45	£260.85

**Note:** If you have taken cover for a limited number of events and part way through the year wish to increase the number of events (eg cover for up to 5 events taken and you wish to increase to 6 to 12 events) the additional premium charged will be the difference between the two premiums shown in the above table plus any applicable admin fee.

## **TERRORISM EXCLUSION**

The insurance provided by Sections 1, 2 and 3 does not cover Damage or loss resulting from Damage occasioned by or happening through or in consequence directly or indirectly of: -

a) terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

and

b) in Northern Ireland civil commotion

This policy also excludes damage or loss resulting from damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an act of Terrorism

Terrorism means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto In any action suit or other proceedings where the insurers alleges that by reason of this exclusion any damage or loss resulting from damage is not covered by this policy the burden of proving that such damage or loss is covered shall be upon the insured



### **How we use your Information**

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

#### **Who we are**

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, 'we' 'us' and 'our' refers to the Group unless otherwise stated.

#### **How your information will be used and who we share it with**

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

#### **Sensitive Information**

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

#### **How to contact us**

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax

## **COMPLAINTS PROCEDURE**

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

### **Our complaints process**

Initially please raise your concerns with your usual business contact. Once we have reviewed your complaint we will issue our business decision in writing. If upon receipt of this you remain dissatisfied, you can escalate your complaint to our Customer Relations Office who will conduct a separate investigation. This will be concluded with the issue of the company's final decision in writing.

### **Customer Relations Contact Details**

Customer Relations Office  
RSA  
Bowling Mill  
Dean Clough Industrial Estate  
Halifax  
HX3 5WA

### **What to do if you are still not satisfied**

If you are still not satisfied, Royal & Sun Alliance Insurance plc is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them.

Insurance Division  
The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

### **Your rights**

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

### **Compensation**

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

### **Cancellation Rights:**

If having checked your policy you decide not to proceed with our insurance you have a statutory right to cancel it within 14 days starting on the date you receive your policy documentation. To cancel please write to the address or call the number shown on your policy documentation. On receipt of your notice and return of your Motor Insurance Certificate(s) we will refund any premiums paid, except when you have already made a claim under your policy.

### **Termination of the Contract:**

You may cancel the contract by giving us 14 days notice in writing. If you cancel the policy you may be entitled to a refund of premium provided that no claim has been made during the current period of insurance.

We may cancel this policy by giving you at least 14 days notice at your last known address. If we cancel the policy, we will refund any premiums already paid for the remainder of the current period of insurance.

Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St Mark's Court, Chart Way, Horsham, RH12 1XL  
Authorised and regulated by the Financial Services Authority

## **MEETING YOUR DEMANDS & NEEDS**

The Stallholders Insurance Scheme allows you to choose the level of cover from a range of options. The choices you make will depend on your personal circumstances. The covers listed below meet the demands & needs of those wishing to benefit from the following protection:

Section 1 – Stock & Stall Equipment/Fittings	Your stock and stall equipment/fittings against loss or damage by specified causes
Section 2 – Road Trailers	Loss or damage to road trailers by specified causes
Section 3 – Home Workshop	The buildings and/or contents of your home workshop against loss or damage by specified causes
Section 4a, 4b & 4c – Public Liability, Products Liability and Employers Liability	Your legal liability for injury to persons or damage to third party property

Further details of these and other benefits can be found in pages 1 to 4 of this document

For the Stallholders Insurance Scheme we use Royal & Sun Alliance Insurance plc who we have selected as offering value for money and quality service.

This statement does not form part of the terms and requirements of your policy.

## **WALKER MIDGLEY INSURANCE BROKERS LIMITED - TERMS OF BUSINESS:**

**We recommend that you carefully read these Terms that apply to our appointment by you and the services we will provide.**

**COMPANY CONTACT DETAILS:** - Walker Midgley Insurance Brokers Limited, Yorkshire Bank Chambers, Fargate, Sheffield S1 2HD. Telephone 0114 250 2770 Fax 0114 250 2777 email: enquiries@walkermidgley.co.uk Website www.walkermidgley.co.uk Walker Midgley Insurance Brokers Limited is authorised and regulated by the Financial Services Authority. Our Firm Reference Number (FRN) is 144231. You can check this on the FSA register by visiting the FSA's website www.fsa.gov.uk or by telephoning the FSA on 0845 606 1234.

**OUR SERVICE:** We offer a wide range of insurance products and have access to leading insurers in the marketplace. For the Craftworker & Stallholder Insurance Scheme we have selected Royal Sun Alliance Insurance plc as offering value for money and quality service. We will explain the main features of the products and services that we offer you including details of the provider, main details of cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations and the period of cover. We will make a recommendation for you after we have assessed your needs, or advise you if we are unable to place your insurance. In some circumstances we provide information only and do not therefore make a personal recommendation. The documentation we provide will make it clear whether the sale is provided on an advised or non-advised basis. Our normal hours of business are 9.00am to 5.00pm Monday to Friday.

**YOUR DUTY TO DISCLOSE INFORMATION:** It is your responsibility to provide complete and accurate information to insurers when you take out an insurance policy, throughout the life of the policy, and when you renew your insurance. It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate and we recommend that you keep a copy of all correspondence in relation to the arrangement of your insurance. Please also note that any renewal of insurance will be made in reliance upon the information provided by you in connection with your previous insurance policy – we will assume that such information remains correct unless you tell us otherwise. Please note that if you fail to disclose any material information to us and your insurers, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid. You should take particular care to check the accuracy of all information you provide. **If in doubt about any point in relation to material facts please contact us immediately.**

**FINANCIAL CRIME:** Please be aware that current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against the HM Financial Sanctions List as part of the information gathering process. We are obliged to report to the Serious Organised Crime Agency any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report.

**TERMS OF PAYMENT:** Our payment terms are as follows (unless specifically agreed by us in writing to the contrary):

- New policies: immediate payment on or before the inception date of the policy
- Alterations to existing policies: immediate payment on or before the effective date of the change
- Renewals: due in full before the renewal date

If payment is not received from you in accordance with the above terms, we, or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid. When renewal is invited and the policy is paid by monthly direct debit, we will issue a notice to you. To ensure you are not left without cover, the absence of a response to this notice will be deemed as your consent to cover being renewed automatically. If any direct debit or other payment due in respect of any credit agreement you enter into to pay insurance premiums is not met when presented for payment or if you end the credit agreement we will be informed of such events by the credit provider. If you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being so informed, instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and if any money is owed under your credit agreement pay it to the credit provider or if we have already been debited with the amount outstanding use it to offset our costs. You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need. Any payment we receive from you will be held by The Broker Network Limited, which pays insurers on our behalf, in a Non Statutory Client Trust Bank Account held with RBS, HSBC or Santander. In some cases the payment we receive will be held on behalf of the provider with whom we arrange your policy as their agent. This means that any payment you make to us will be regarded as having been paid to the provider. This is known as risk transfer. By operating a Non Statutory Trust The Broker Network Limited is permitted to, and may use such monies to cross fund clients premiums and claims. Please make all cheques payable to "The Broker Network Limited". By instructing us to place insurance on your behalf you give your informed consent to these Client Money procedures. If there are any matters which you do not understand, or do not accept, you should discuss them with us before proceeding. We may pass the money you pay us to another intermediary. We will only do this where it is a necessary part of the process of arranging cover for you. Where this includes intermediaries outside the UK, the legal and regulatory regime may be different from that of the UK. In the event of the intermediary failing money may be treated differently than if it was held by an intermediary in the UK. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction. No interest will be payable to customers in respect of the client account. Any interest earned will remain in the ownership of The Broker Network Limited.

**NOTIFICATION OF INCIDENTS/CLAIMS:** It is essential to notify us immediately of all incidents that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any letter or claim received by you must be passed to us immediately, without acknowledgement. Only by providing prompt notification of incidents can your insurance company take steps to protect your interests. Your policy summary and/or policy document will provide you with details on who to contact to make a claim. Claims payment will be made in favour of you. If you require a payment to be made to a third party then you must confirm the required payee name and details and provide a brief explanation for your request. Please contact us for guidance on claiming under your policy telephone 0114 250 2770.

**CANCELLATION:** Your policy document will detail your rights to cancel your insurance once you have taken it out. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 or 30 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later. This is often referred to as a cooling off period. Where you cancel a policy before renewal you will be responsible for paying a charge to meet the cost of cover provided and administration expenses. Please see the Refunds section. To enable your insurer to process the cancellation, you will need to return certificates and any official documents to our office within 30 days of your notice to cancel.

**CHARGES/FEES:** In addition to the amount charged by insurers we also make charges to cover the administration of your insurance. Any applicable insurance premium tax will be shown on the documentation we provide to you. These fees are non refundable.

Non Refundable Arrangement Fee	Nil	Mid Term Adjustments	£16.00
Renewal	£16.00	Lost Certificates, Papers or Documents	£16.00
Reissue of Cover	£16.00	Temporary Changes	£16.00

Where we arrange low or non-commission paying products, we will charge an arrangement fee not exceeding 30% of the premium, and will advise you of the actual amount at the time of quotation or renewal. These fees may be subject to change. Where there are changes, we will confirm this clearly and the actual amount will always be disclosed to you before you commit to purchasing the product. As insurance brokers our remuneration may be as a fee agreed with you or from commission paid to us by insurers based on the amount they charge you. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing or renewing your insurance cover. We take any commission once we receive your payment as cleared funds and prior to payment of the premium to the insurer. We may occasionally receive additional remuneration from certain insurers for insurance policies we place with them, finance providers and others. Please ask us should you require further information. Where you choose to pay your premium by instalments, we may use a scheme operated by your insurer, or we may use a single Finance Provider and we may receive a commission for introducing you to them.

**REFUNDS:** Where a policy is cancelled before renewal, insurers charge to cover their costs, with the balance refunded to you, subject to no claim having been made. Full details will be available in your policy. In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit. **Your attention is specifically drawn to the following:-** Where you cancel your policy **after** the expiry of the cooling off period or where you request a mid-term adjustment which reduces the cover provided under the policy the following scale of refund will apply. The reason for this is that the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers. These costs are recovered through the commission we earn. If you cancel, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge made will not exceed the cost of the commission and fees we would have earned.

Period of Cover	Up to 120 days	121 to 150 days	151 to 180 days
% of Annual Premium Refunded	50%	40%	30%
Period of Cover	181 to 210 days	211 to 240 days	Over 241 days
% of Annual Premium Refunded	20%	10%	Nil

For certain commercial insurance policies, insurers will only provide cover where the premium is due in full on inception of the policy. This means that no refund will be paid if the policy is cancelled before renewal. We will advise you if this affects you. In view of the cost involved in making changes to your policy, we will not issue refunds of less than £31.50.

**COMPLAINTS:** It is our intention to provide you with the highest possible level of customer service at all times. However we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly. Should you wish to complain you may do so:

- In writing to the Complaints Manager Tony Wood
- By telephone on 0114 250 2770
- By Fax on 0114 250 2777
- By e-mail to enquiries@walkermidgley.co.uk
- In person by visiting our office (see above for address)

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). Further details will be supplied at the time of responding to your complaint.

**SOLVENCY OF INSURERS:** We cannot guarantee the solvency of any insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should an insurer become insolvent.

**FINANCIAL SERVICES COMPENSATION SCHEME (FSCS):** We are covered by the Financial Services Compensation Scheme and you may be entitled to compensation from the scheme if we cannot meet our obligations. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk)

**CONFIDENTIALITY AND DATA PROTECTION:** We are registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data. All information about you of a sensitive or personal nature will be treated as private and confidential. We will however use and disclose the information we have about you in the course of arranging, placing and administering your insurance. This may involve passing information about you to insurers, other intermediaries, risk management assessors, uninsured loss recovery agencies and other third parties involved (directly or indirectly) in your insurance. To make sure you get our best deal and to ascertain the most appropriate payment options for you and to protect you from fraud, we use public and personal data from a variety of sources, including credit reference agencies and other organisations. Our search will appear on your credit report whether or not your application proceeds.

By agreeing to the terms and conditions you agree to these uses of your information. We may also pass information about you to credit reference agencies and premium finance providers in connection with the assessment of your financial standing generally and, in particular, where you have requested a premium instalment plan – this may include details of your payment record with us. We may also pass information about you to other companies with which we are associated. We or they may also use the information we hold about you to provide you with information on other products and services we or they can offer and which we or they feel may be of interest to you. Please notify us promptly in writing if you do not wish your details to be used for any of these purposes otherwise we shall treat the issue of these Terms as evidence of your informed consent. In the interests of security and to improve our service, telephone calls you make to us may be monitored and / or recorded for training purposes.

**COMMUNICATIONS/DOCUMENTATION:** We will issue all documentation to you in a timely manner. Documentation relating to your insurance will confirm the basis of the cover and provide details of the relevant insurers. It is therefore important that the documentation is kept in a safe place, as you may need to refer to it or need it to make a claim. A new policy/policy booklet is not necessarily provided each year, although a duplicate can be provided at any time upon request. You should always check the documentation to ensure all the details are correct and if this is not the case you should contact us immediately.

**GENERAL:** If any provision of these Terms is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected. These Terms shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the relevant court. These Terms supersede all proposals, prior discussions and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your insurance. These Terms constitute an offer by us to act on your behalf in the arranging and administration of your insurance. In the absence of any specific acceptance communicated to us by you (whether verbal or written) you are deemed to accept our offer to act for you on the basis of these Terms, by conduct, upon your instructing us to arrange, renew or otherwise act for you in connection with insurance matters.



*Authorised and regulated by the Financial Services Authority*  
Yorkshire Bank Chambers, Fargate, Sheffield S1 2HD  
Tel 0114 250 2770 Fax 0114 250 2777 [www.walkermidgley.co.uk](http://www.walkermidgley.co.uk)

For your protection telephone calls will be recorded and may be monitored

# CRAFTWORKER & STALLHOLDER INSURANCE

*Arranged by Walker Midgley Insurance Brokers & Underwritten by Royal & Sun Alliance Insurance plc*

## Proposal Form

Mr / Mrs / Miss / Ms		First Names	
Trading Name (if any)			
Address			
Post Code			
Date of Birth	Telephone Home	Work	
Email Address			
Website			
Description of business & items sold			
What date do you wish cover to commence?			
<b>SECTION 1 – STOCK &amp; STALL EQUIPMENT/FITTINGS</b> Premium Rate £6.30 inc 6% IPT per £1000 sum insured			
Do you require cover under this section?		Yes / No	
If 'Yes' please state Sums Insured required: -			
1. Stock including raw materials and goods held in trust or for which you are responsible at your premises or premises occupied by you and whilst in transit in or on a vehicle owned by you or operated by you or whilst at events			£ _____
2. Stall tables, display racking, equipment, tents/mini marquees/gazebos and the like			£ _____
<b>SECTION 2 – ROAD TRAILERS</b> Premium Rate £8.45 (inc 6% IPT) per £1000 – minimum annual premium per trailer £25.35 inc 6% IPT			
Do you wish to insure your road trailer?		Yes / No	
If "Yes" please complete the following in respect of the trailer: -			
Make _____	Identification/VIN/Serial Number _____		
Year of make _____	Sum Insured £ _____		
<b>SECTION 3 – HOME WORKSHOP</b>			
Do you wish to take out cover for your home workshop?		Yes / No	
If "Yes" give details below of the sums insured required: -			
Buildings – standard construction (sum insured to represent the current rebuilding cost) Premium rate £6.30 (inc 6% IPT) per £1000			£ _____
Buildings – non standard construction (sum insured to represent the current rebuilding cost) Premium rate £12.60 (inc 6% IPT) per £1000			£ _____
Workshop machinery (sum insured to represent cost of replacement with similar age and condition) Premium rate £6.30 (inc 6% IPT) per £1000			£ _____
Tools and Equipment (sum insured to represent the cost of replacement as new) Premium rate £6.30 (inc 6% IPT) per £1000			£ _____

**SECTIONS 4a/4b/4c - PUBLIC LIABILITY, PRODUCTS LIABILITY & EMPLOYERS LIABILITY**

Do you require cover? Yes / No

If 'Yes' please select: -

1. the Limit of Indemnity required for Public & Products Liability	£2,000,000	£3,000,000	£4,000,000	£5,000,000
2. the number of events per year that you will attend (tick appropriate box)	Up to 5	Up to 12	Unlimited	

**GENERAL QUESTIONS**

1. In respect of the Sections now proposed have you ever held insurance before? Yes / No

If "Yes" please state: - Name of Insurer \_\_\_\_\_ Policy Number \_\_\_\_\_

2. During the last three years have you suffered any loss or damage whether covered by insurance or not? Yes / No

If "Yes" please give details

3. During the last three years have any claims been made against you? Yes / No

If "Yes" please give details

**LAW APPLICABLE TO THE POLICY** Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing, the Insurer has agreed with the Insured that the law which applies to this contract is the law which applies in the part of the United Kingdom in which the Insured is based, or, if the Insured is based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which the Insured is based. The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Insured is based.

**PROPOSER'S DECLARATION**

I/we declare that the information provided above and the following statements, including any modifications in e) below, whether written by me/us or by others on my/our behalf are true and complete to the best of my/our knowledge:-

- a) the property which is the subject of this proposal shall be kept in good order and condition
- b) no accidents losses or claims have arisen in the last 5 years whether insured or not.
- c) no insurer has declined my/our proposal, cancelled or refused to renew my/our policy or increased the premium or required special terms or requirements in respect of any of the risks proposed.
- d) I/we have not withheld any material fact (see IMPORTANT NOTE below).
- e) I/we wish to modify the above statements and give details below: -

f) I/we understand that you will pass the information on this form and about any incident I/we may give details of to IDS Ltd and to ABI so that they can make it available to other insurers. I/we also understand that, in response to any searches you may make in connection with this application or any incident I/we have given details of, IDS Ltd and ABI may pass information it has received from other insurers about other incidents anyone has been involved in.

I/we agree that this Declaration, whether signed by me/us or caused to be signed for me/us, shall form the basis of the contract between Royal & Sun Alliance Insurance plc and myself/ourselves.

**Signature of Proposer**

**Date**

Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St Marks Court, Chart Way, Horsham, RH12 1XL

**IMPORTANT NOTE:** - Material Facts are those facts which are likely to influence an underwriter in the acceptance or assessment of this proposal and it is essential that you disclose them. If you are in any doubt about whether a fact is material you should disclose it since failure to do so could invalidate your policy.

It is recommended that you keep copies of all correspondence and forms connected with this insurance.



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