



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

Stallholders Insurance

Thank you for your enquiry.

Herewith are details of Stallholders Insurance

The premium rates shown are valid until 31 December 2010.

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.

STALLHOLDERS INSURANCE

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

Stallholders 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 stallholders at: -

Steam Rallies **Exhibitions** **Church Garden Parties** **Flea Markets** **Country Fairs**
Autojumbles **Craft Fairs** **Village Fetes** **Charity Events** **Farmers Markets**

and similar temporary events. There is no limit to the number of events attended in any one year.

It should be noted that cover excludes Street Markets or Market Halls.

The policy is underwritten by Royal & Sun Alliance Insurance plc. English Law will be applicable to the contract of insurance between you and Royal & Sun Alliance unless stated otherwise in your Policy's terms & conditions. Unless the parties agree otherwise in writing any dispute concerning the interpretation of this Proposal or the Policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales. 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 (except Section 4b – Products Liability which must be taken in conjunction with Section 4a – Public Liability). 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 conditions 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 or debit/credit card. 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 5%.

The policy sections available are: -

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

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.

Sum Insured: - The policy has fixed sum insured limits which are: -

Stock sum insured	£2,000
Stall equipment/fittings sum insured	£500

Claims: - Theft must be reported to the police.

The maximum amount payable following a claim under this section will be £2,000 in respect of stock and £500 in respect of stall equipment/fittings. In the event of a claim purchase and/or replacement invoices will be required. The first £100 of each and every claim is excluded.

Annual Premium £87.35 (inc 5% IPT)

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) 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 | |

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 which 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 £9.85 (inc 5% IPT) per £1,000 value (minimum annual premium £29.55 inc 5% 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 £8.60 (inc 5% IPT) per £1,000 sum insured
Home Workshops of non-standard construction i.e. any other combination of building or roofing material
Premium rate £17.20 (inc 5% 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 £8.60 (inc 5% 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 £8.60 (inc 5% IPT) per £1,000 sum insured
4. Stock of raw materials and work in progress
The basis of claims settlement for work in progress is 200% of the cost of raw materials and the basis of settlement for raw materials is the cost of replacement.
Premium rate £8.60 (inc 5% 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, all opening windows must be locked using suitable window locks and all hand held electric power tools must be stored in securely locked drawers, cupboards or cabinets.

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 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.

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.

Cover excludes Street Markets or Market Halls.

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

Annual Premium - The scale of premiums (inc 5% IPT) are: -

Limit of Indemnity £2,000,000	Premium £162.75
Limit of Indemnity £3,000,000	Premium £198.00
Limit of Indemnity £4,000,000	Premium £232.45
Limit of Indemnity £5,000,000	Premium £255.70

SECTION 4b - PRODUCTS LIABILITY

(only available in conjunction with Section 4a Public Liability)

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.

Annual Premium -The scale of premiums (inc 5% IPT) are: -

Limit of Indemnity £2,000,000	Premium £49.15
Limit of Indemnity £3,000,000	Premium £60.00
Limit of Indemnity £4,000,000	Premium £73.70
Limit of Indemnity £5,000,000	Premium £80.50

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.

Terrorism Endorsement – The claims for injury to employee limit of liability arising directly or indirectly out of terrorism shall not exceed £5,000,000

Definition of Terrorism – Terrorism shall mean any 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

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

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

ELECTRONIC DATA EXCLUSION

Notwithstanding anything stated herein to the contrary and subject always to the terms exceptions and conditions of the Policy this insurance does not cover: -

A. Damage to Data which shall include but not be limited to

- 1) damage to or corruption of Data whether in whole or in part
- 2) unauthorised appropriation of use of access to or modification of Data
- 3) unauthorised transmission of Data to any third parties
- 4) damage arising out of any misinterpretation use or misuse of Data
- 5) damage arising out of any operator error in respect of Data

B. Damage to the property insured (if insured) or money (if insured) arising directly or indirectly from

- 1) the transmission or impact of any Virus
- 2) unauthorised access to a System
- 3) interruption of or interference with electronic means of communication used in the conduct of the Insured's Business including but not limited to any diminution in the performance of any website or electronic means of Communication
- 4) failure of a System
- 5) anything described in A) above

But in respect of B.1, B.2, B.3 and B.4 this shall not exclude subsequent damage which itself results from any of the covers insured provided that such damage does not arise by reason of any malicious act or omission.

Definitions: -

Damage	means loss or destruction or damage
Data	means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware
Failure of a System	means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise whether or not owned by the insured to operate at any time as described as specified or as required in the circumstances of the insured's business activities
System	includes computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation
Microchip	a unit of packaged computer circuitry manufactured in a small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers
Virus	programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

Complaints Process - Royal & Sun Alliance Insurance plc

Royal & Sun Alliance aim to provide you with a first class service. If they have not delivered the service that you expect or you are concerned with the service provided they would like the opportunity to put things right.

Initially contact Walker Midgley Insurance Brokers Ltd, Yorkshire Bank Chambers, Fargate, Sheffield S1 2HD telephone 0114 250 2770 Fax 0114 250 2777 (email enquiries@walkermidgley.co.uk) If your complaint is against Royal and Sun Alliance Insurance plc alone, it will be passed to their nominated contact within 24 hours. This will also happen if we believe that we cannot resolve your complaint without the involvement of Royal and Sun Alliance Insurance plc or there is any query relating to the complaint. The complaints procedure of Royal and Sun Alliance Insurance plc will then apply.

If your complaint is not resolved or you are not happy with the response and course of action proposed by Royal and Sun Alliance Insurance plc, you can progress your complaint to Royal and Sun Alliance Insurance plc Customer Relations Office, whose address is Dean Clough Industrial Park, Bowling Mill, Halifax HX3 5WA Email: crt.halifax@uk.rsagroup.com Telephone 08001076160 Fax: 01422 325146. A separate investigation will then be carried out in an attempt to resolve your complaint and a final decision issued. However if resolution is not possible they will issue a response within 8 weeks of your original complaint.

What to do if you are still not satisfied:

If you are still not satisfied Royal and Sun Alliance Insurance plc are 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 at South Quay Plaza, 183 Marsh Wall, London E14 9SR Telephone: 0845 0801800 Email enquiries@financial-ombudsman.org.uk www.financial-ombudsman.org.uk). However, the Financial Ombudsman Service will not adjudicate on any cases where legal action has commenced or where a final decision has not been issued.

Your rights:

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

Registered Office:

The registered office of Royal & Sun Alliance Insurance plc is St Marks Court, Chart Way, Horsham, West Sussex RH12 1XL

Financial Services Compensation Scheme:

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This scheme provides compensation in case any of its members go out of business or in to liquidation and are unable to meet any valid claim under its policies. You may be entitled to compensation from the scheme if Royal & Sun Alliance are unable to meet their obligations. This depends on the type of business and the circumstances of the claim. The first £2000 of a claim is protected in full. Above this threshold, 90% of the remainder of the claim will be met. For compulsory classes of insurance 100% of the claim would be met without any upper limit. Further information about compensation scheme arrangements is available 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 conditions of your policy.

WALKER MIDGLEY INSURANCE BROKERS LIMITED - TERMS OF BUSINESS:

By accepting these Terms of Business, you are giving your consent to the actions described in the following sections. Please read this document carefully.

COMPANY DETAILS: Walker Midgley Insurance Brokers Ltd, Yorkshire Bank Chambers, Fargate, Sheffield, S1 2HD Telephone: 0114 250 2770 Fax: 0114 250 2777. 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/register or telephone 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 Stallholders 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. Our normal office hours are 9am to 5pm Monday to Friday.

CONFIDENTIALITY AND DATA PROTECTION: 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. 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. If you do not wish to receive marketing information from us or them, or for us to disclose information about you to other parties for marketing purposes, please contact us immediately. In the interests of security and to improve our service, telephone calls you make to us may be monitored and /or recorded.

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.

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.

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. 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 Charges 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.

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 Mr A P Wood
- By telephone on 0114 250 2770
- By Fax on 0114 250 2777
- By e-mail at 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.

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 Ltd, which pays insurers on our behalf, in a Non Statutory Client Trust Bank Account held with RBS, HSBC or Alliance and Leicester. 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 Ltd is permitted to, and may use such monies to cross fund clients premiums and claims. Please make all cheques payable to "The Broker Network Ltd" 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 Ltd.

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

CHARGES: In addition to the amount charged by insurers we also make charges to cover the administration of your insurance as detailed below: -

Non refundable arrangement fee	Nil	Mid-Term Amendments	£16.00
Renewals	£16.00	Lost papers/documents	£16.00
Reissue of Cover	£16.00	Temporary change	£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 we earn our income predominantly 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 may occasionally receive additional remuneration from certain insurers for insurance policies we place with them. Please ask us should you require further information

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. The following scale of refund will apply: -

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

In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit. Insurers reclaim commission paid to us when you cancel a policy before renewal or where there is a mid-term alteration to your policy which results in a refund of premium. The amount reclaimed is based on the number of days until the planned renewal date. As a consequence, we will make a deduction to the value of the commission reclaimed, from any return premium owing to you. 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.

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



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

- 10 - (sh2010a)

Copyright © 2009 Walker Midgley Insurance Brokers Ltd

STALLHOLDERS INSURANCE

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

Proposal Form

Mr / Mrs / Miss / Ms Surname		First Names	
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?			
SECTION 1 – STOCK & STALL EQUIPMENT/FITTINGS Premium £87.35 inc 5% IPT			
Do you require cover under this section?		Yes / No	
The standard policy sums insured are £2,000 in respect of stock and £500 in respect of stall equipment/ fittings			
SECTION 2 – ROAD TRAILERS Premium Rate £9.85 (inc 5% IPT) per £1000 – minimum annual premium £29.55 inc 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 £ _____	
SECTION 3 – HOME WORKSHOP			
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 £8.60 (inc 5% IPT) per £1000		£ _____	
Buildings – non standard construction (sum insured to represent the current rebuilding cost) Premium rate £17.20 (inc 5% IPT) per £1000		£ _____	
Workshop machinery (sum insured to represent cost of replacement with similar age and condition) Premium rate £8.60 (inc 5% IPT) per £1000		£ _____	
Tools and Equipment (sum insured to represent the cost of replacement as new) Premium rate £8.60 (inc 5% IPT) per £1000		£ _____	
Stock of raw materials and work in progress (sum insured to represent 200% of the cost of raw materials for work in progress and the cost of replacement of raw materials) Premium rate £8.60 (inc 5% IPT) per £1000		£ _____	

SECTION 4a - PUBLIC LIABILITY

Do you require Public Liability cover? Yes / No

If 'Yes' Employers Liability cover will automatically be included

If "Yes" please select the Limit of Indemnity required (tick appropriate box)	£2,000,000 <small>Premium £162.75 inc IPT</small>	£3,000,000 <small>Premium £198.00 inc IPT</small>	£4,000,000 <small>Premium £232.45 inc IPT</small>	£5,000,000 <small>Premium £255.70 inc IPT</small>
---	--	--	--	--

SECTION 4b - PRODUCTS LIABILITY

(only available in conjunction with Section 4a Public Liability)

Do you require Products Liability cover? Yes / No

(the limit of indemnity will be the same as that chosen for Section 4a Public Liability)

Premiums inc IPT: £2,000,000 - £49.15, £3,000,000 - £60.00, £4,000,000 - £73.70, £5,000,000 - £80.50

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 The parties to the Policy have the right to choose the law applicable to the Policy. Unless the parties agree otherwise in writing any dispute concerning the interpretation of this Proposal or the Policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales

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 conditions 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
Authorised and regulated by the Financial Services Authority

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.



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

