

City Rural Insurance Brokers Pty Ltd

ABN 52 074 444 296

- Member of National Insurance Brokers Association and Steadfast Group Limited -

- Australian Financial Services Licence No. 237491 - General Insurance Broker -

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MARKET "ORGANIZERS" INSURANCE

A liability insurance program has been arranged to meet the liability needs of Market Organizers. This policy will provide protection to you, where you have a liability at law for property damage &/or bodily injury to another person.

In order for City Rural Insurance Brokers to provide you with an Obligation Free Quote, please complete the following.

Proposal Details

Name of person or company seeking insurance

Address

Postcode

Phone

Fax

Email

Preferred Method of Contact

Phone Fax Email

Period of Insurance (dd/mm/yy)

From _____ 4pm

To _____ 4pm

Number of Permanent Stalls

Number of Casual Stalls

Estimated Annual Gross Income / Turnover

\$

Address of where your Market is located

Located:

Inside enclosed premises

Outside

Size of area to be occupied

less than 500 sqm 501 - 1000 sqm more than 1,000 sqm

Frequency of Markets

Weekly Fortnightly Monthly

Total number of markets per annum

Public and Products Liability

\$10,000,000 \$20,000,000

We will pay:

- a. All sums which You become legally liable to pay by way of compensation
- b. All costs awarded against You; In respect of Personal Injury or Property Damage happening during the Period of Insurance and caused by an Occurrence within the Territorial Limits in connection with Your Business as an organizer a market and/or similar gathering where a booth, stall and/or similar space is rented or hired to stallholders.

Organizers Exclusion

BF80 - ORGANIZERS (NOT BEING TRAVELING SHOWMEN) OF INDOOR AND OUTDOOR GATHERINGS, SPORTS MEETINGS, DISPLAYS, FLOWER SHOWS, EXHIBITIONS, CHARITY CARNIVALS, FETES AND THE LIKE

This Policy does not cover liability for claims in respect of

- i. Personal injury or damage to property of persons actually participating in any performance, sport, game, contest or display involving athletic, acrobatic, military or equestrian skill or the use of firearms, missiles of any kind, explosives or combustibles.
- ii. Personal injury or damage to property of persons caused by the use of mechanical amusement devices.

Property Owners Liability

This policy does not cover liability in respect to the ownership of any building or improvements owned by you or another party. Should you require cover for Property Owners liability for any building / improvements that you own, please confirm the following;

Size of building/s	Value of Building/s
_____ sqm	\$ _____

Are all of the buildings occupied solely for the purpose of Market Stalls? Yes No

If, YES please list tenants and their occupations

Products Liability

To cover any liability arising out of the sale or supply of any product, please also complete a Market Stall Insurance proposal form.

Sub Contractors

All Sub contractors (i.e. cleaners, maintenance, security personnel, etc.) must arrange their own Insurance coverage.

Contractual Liability

Coverage for Liability assumed under agreement or contract will be limited to lease liability or liability assumed under a warranty of fitness or quality as regards your products.

Do you assume Liability under contract or hold others harmless (other than lease liability)? Yes No

If yes, please provide details and attach copies of all agreements (other than lease liability).

General Information

Are you or have you previously been insured against the risks to be insured? Yes No

If Yes, please provide details.

Have you had any claims made against you (whether insured or not)? Yes No

If Yes, please provide details.

Have you had any incident or accident occur which would have been covered by the proposed insurance policy? Yes No

If Yes, please provide details.

Have you had any insurance declined or cancelled, proposal rejected, renewal refused, claim rejected, special conditions or special excess imposed by an insurer? Yes No

If Yes, please provide details.

Have you ever been convicted of a criminal offence? Yes No

If Yes, please provide details.

Is there anything more you need to disclose to us?

Yes No

If yes, please state what it is that you think we ought to know

Your Duty of Disclosure and Utmost Good Faith

I have read the Duty of Disclosure

Duty of Disclosure

In order to make an informed assessment of the risk and calculate the appropriate premium, your insurer needs information about the risk you are asking it to insure.

For this reason, before you enter into a contract of insurance, you have a duty under the Insurance Contracts Act 1984 to disclose to your insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk and, if so, on what terms. The duty also applies when you renew, extend, vary or reinstate a contract of insurance.


You do not have to disclose anything that:

- Reduces the risk to be undertaken by the insurer;
- Is common knowledge;
- Your insurer knows, or in the ordinary course of its business, ought to know;
or
- If the insurer has waived your obligation to disclose.

If you do not comply with your duty of disclosure, your insurer may be entitled to reduce its liability in respect of a claim or may cancel your contract of insurance. If the non-disclosure was fraudulent, the insurer may be able to avoid (or cancel) the contract of insurance from its beginning. This would have the effect that you were never insured.

One important matter to be disclosed is the history of losses suffered by the person seeking insurance or any closely associated person or entity. As you are responsible for checking that you have made complete disclosure, we suggest that you keep an up to date record of all such losses and claims.

Submit

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