

Market Stall Liability Insurance

Public & Products Liability insurance specifically designed to cover the needs of *Market Stallholders*. 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.

Please complete this form and either:

Fax: (08) 8100 0899

Post: City Rural Insurance Brokers Pty Ltd
PO Box 7138, Hutt Street, Adelaide

Hand deliver to : City Rural Insurance Brokers Pty Ltd
229 Hutt Street, Adelaide SA 5000

Phone Enquiries: (08) 8100 0800
Interstate Enquiries: 1300 887 429

PERSONAL INFORMATION

Name of Person seeking insurance

Company Name

Address

Suburb/Town

State

Postcode

Email Address

Phone

Fax

Mobile Phone

Preferred method of contact

Email Phone Fax

Occupation

Period of Insurance

From: Inception commences from date payment & application received & approved by City Rural Ins Brokers

To: 12 Months after the "inception date" to the last day of that particular month at 4.00pm

Are you or have you previously been insured against the risks to be insured?

Yes No

If Yes, please provide full details

Have you had any claims made against you (whether insured or not)?

Yes No

If Yes, please provide full 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 full 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 full details

Have you ever been convicted of a criminal offence?

Yes No

If Yes, please provide full details

Location of market(s) where stall/booth is to be situated:

Business/Market Location

Suburb/Town

State

Postcode

Is your stall/booth to be located:

Inside enclosed premises Outside Both

Size of area to be occupied:

Less than 15 sqm Less than 25 sqm Less than 30 sqm

Estimated total number of **market days** to be attended per annum

Estimated Gross Sales / Income (before any expenses for stall, stock etc deducted per annum)

\$

Please provide full description of goods sold or displayed:

(a) Are any products IMPORTED by you / your business?

Yes No

If yes state

Type of Goods

Country of origin Approx value \$

Type of Goods

Country of origin Approx value \$

Type of Goods

Country of origin Approx value \$

(b) Are any products EXPORTED by you / your business? Yes No

If yes state

Type of Goods

Destination Approx value \$

Type of Goods

Destination Approx value \$

Type of Goods

Destination Approx value \$

Do you do any Web Sales? Yes No

If yes state what percentage of your business is this?

Do you do any Wholesaling? Yes No

If yes state what percentage of your business is this?

Do you do any Non Market Retailing? Yes No

If yes state what percentage of your business is this?

Are any of the stalls you are setting up going to be inside of a shopping centre? Yes No

If yes state

How many markets will you be attending per year?

How many Shopping centre days will you be attending?

Option A - \$10,000,000 Public and Products Liability

Option B - \$20,000,000 Public and Products Liability

We will pay:

- a. all sums which You become legally liability 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 occupier of a stall and/or booth and/or similar space at a market and/or similar gathering where such booth, stall and/or similar space is rented or hired by you.

This policy does not cover liability in respect of Contractual liability: Any obligation assumed by You under any agreement or contract except to the extent that:

- a. (a) the liability would have been implied by law;
- b. (b) the liability arises from a provision in a contract for lease or real or personal property other than a provision which obliges You to effect insurance or provide indemnity in respect of the subject matter of that contract;
- c. (c) the liability is assumed by You under a warranty of fitness or quality as regards to Your Products;
- d. (d) the obligation is assumed under those agreement specified in the Schedule.

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.

Signature Dated
 Title

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