

## Stall Holders Liability (Summary Only)

### THE INSURED

Stall Holders at Rotary organised markets as declared to insurers

### EXCESS

\$500 each claim or series of claims arising from the one originating cause, inclusive of costs

### LIMIT OF COVER

\$10,000,000 per occurrence and in the aggregate for Products Liability

### PRINCIPAL EXCLUSIONS

- Fines, penalties or damages for which you are legally liable except for compensatory damages arising from a loss covered by the policy.
- Errors or omissions committed or omitted by you.
- Loss discovered before the commencement of the policy period.
- Loss after you become aware that an employee has committed acts of fraud, dishonesty or criminal damage.
- Costs and expenses you incur to establish the existence of a loss.
- Loss of confidential information.
- Indirect or consequential loss.

### INSURER

Certain Underwriters at Lloyd's of London

### POLICY WORDING

Lloyd's of London Combined Liability Policy wording available from [www.stallinsure.com.au](http://www.stallinsure.com.au)

### PREMIUM


\$6.00 per stall holder, per market inclusive of statutory charges and GST

### NOTE:

Certain products **are not covered** under the policy. These are:-

- Second hand mechanical goods, electrical goods and toys (new mechanical/electrical goods and toys will be covered);
- Medicines, potions, oils, fragrances, soaps and beauty products (but oils, fragrances, soaps and beauty products will be covered if predominantly consisting of natural ingredients);
- Hazardous, flammable or dangerous goods.
- Massage, manipulation, chiropractic or similar;
- There is no cover for massage therapies or treatments provided by Stall Holders.

**Any queries in relation to the policy should be directed to One Underwriting at the following address: -**

	<p><b>Andriana Bageski   Underwriter</b> <b>One Underwriting Pty Ltd</b> 201 Kent Street Sydney NSW 2000 t: +61292538118   f: +6129253 700 <a href="mailto:andriana.bageski@oneunderwriting.com.au">andriana.bageski@oneunderwriting.com.au</a>   <a href="http://www.oneunderwriting.com.au">www.oneunderwriting.com.au</a> <b>or</b> e: <a href="mailto:stallinsure@oneunderwriting.com.au">stallinsure@oneunderwriting.com.au</a></p>
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## Stall Holders Liability Insurance - Declaration

Please complete the details below and email back to [stallinsure@oneunderwriting.com.au](mailto:stallinsure@oneunderwriting.com.au)

Name of Rotary Club and District: \_\_\_\_\_

Name of Market: \_\_\_\_\_

Dates of Market: \_\_\_\_\_

Market Location: \_\_\_\_\_

Contact name: Phone: \_\_\_\_\_

This is payment for \_\_\_\_\_ (total number of) Stall Holders at the rate of \$6.00 each

Total \$ \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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*Please tick whichever is applicable*

- ☐ By Cheque - payable to **One Underwriting Pty Ltd**  
☐ By Direct into Bank Account – Deposited on \_\_\_ / \_\_\_ / \_\_\_\_

**If making payment by cheque:** This Declaration and any payments by cheque to be sent to:

**One Underwriting Pty Ltd**  
Level 30,  
201 Kent Street,  
Sydney NSW 2000

**If making direct payment:** Please make payment direct into our bank account as follows:

**Financial Institution Name:** National Australian Bank  
**Account Name:** One Underwriting Pty Ltd S981B Trust Account  
**BSB No:** 083 419  
**Account No:** 559083425

*Please include the name of your Rotary Club as reference with your payment*

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t: +61292538118 | f: +6129253 700  
[andriana.bageski@oneunderwriting.com.au](mailto:andriana.bageski@oneunderwriting.com.au) | [www.oneunderwriting.com.au](http://www.oneunderwriting.com.au)  
or  
e: [stallinsure@oneunderwriting.com.au](mailto:stallinsure@oneunderwriting.com.au)

## Stall Holder Release and Indemnity

1. Stall Holder acknowledges that certain products and services are not covered by Stall Holders Liability Insurance Policy arranged through One Underwriting, with **the following products and services being specifically excluded:**
  - Second hand mechanical goods, electrical goods and toys.
  - Medicines, potions, oils, fragrances, soaps and beauty products, (but oils, fragrances, soaps, and beauty products will be covered if predominantly consisting of natural ingredients).
  - Hazardous, flammable or dangerous goods.
  - Massage, manipulation, chiropractic, massage therapies or treatments provided by Stall Holders.
  - Any product, item or service prohibited by Federal or State legislation to be sold or traded without suitable licence.
2. **Stall Holder further acknowledges that the provision of these products and services are done so at Stall Holders own risk and choice.**
3. Stall Holder acknowledge that Rotary is not an Insurance advisor or agent and I will forward any questions directly to One Underwriting or Insurer of my choice.
4. Stall Holder releases Rotary, its officers and employees, agents or volunteers from any liability or obligation (including any future liability or obligation which may have existed but for this release) to Stall Holder (or any person claiming through or on behalf of Stall Holder) in respect of:
  - 4.1 loss of or damage to any real or personal property; and
  - 4.2 Personal Injury to any persons (including agents or representative of the Stall Holder), arising out of or in connection with Market or the performance the Stall Holder's other obligations under this agreement.
5. Stall Holder indemnifies Rotary, its officers and employees, agents or volunteers and keep Rotary, its officers and employees, agents or volunteers indemnified against all claims, actions, damages, expenses (including legal costs on an indemnity basis), losses or liabilities in respect of:
  - 5.1 Personal Injury to Stall Holder or representative of Stall Holder; and
  - 5.2 Personal Injury to any persons (other than Stall Holder or representative of Stall Holder); and
  - 5.3 loss of or damage to real or personal property, Market site or any property whether located on Market site or otherwise, arising out of or in connection with Market or the performance of its other obligations under this agreement.
6. Stall Holder's liability to indemnify Rotary, its officers and employees, agents or volunteers under Clauses 4.2 and 4.3 will be reduced proportionally to the extent only that a negligent act or omission of Rotary, its officers and employees, agents or volunteers has contributed to the Personal Injury, loss or damage.
7. Stall Holder's liability to indemnify Rotary, its officers and employees, agents or volunteers under Clause 4 is a primary obligation and is not the same as or subordinate to any other indemnity to which Rotary is entitled.

### **Stall Holder acknowledges and agrees that:**

- They have read and understood the policy wording, including specified exclusions, of the One Underwriting Public and Products Liability Insurance Summary; and
- Their participation in the Market is as a consequence of their own free will and desire and they have read and understood the above warnings, releases and indemnity.