

Fact or Fiction?

Understand That this is NOT ADVICE it is FACT or FICTION!

Question or Statement		Information Fact	Information Source
<p>Exhibiting your vehicle – My household policy will cover me for public liability when exhibiting on a stand or display at a show.</p>	<p>Fiction</p>	<p><u>Buildings Section</u></p> <p>Your liability to the public (See the important note below) We will cover your legal liability to pay damages and claimants’ costs and expenses up to the limit shown on your schedule for:</p> <ul style="list-style-type: none"> ● accidental bodily injury or illness; ● accidental loss of or damage to property; <p>happening during the period of insurance and arising from you owning the building and its land. This also includes claims made against you under section 3 of the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) for any former property owned and insured under the BUILDINGS SECTION for accidents happening during the period of insurance, or up to seven years afterwards, provided it is not covered by any other insurance. We will also pay all your costs and expenses that we have already agreed to in writing.</p>	<p>Aviva Buildings Policy - http://www.aviva.co.uk</p> <p>This is an example of policies on the market. It does not mean that this is the same for every policy. It is <u>YOUR</u> responsibility to find out this information for your own policy.</p>
		<p>Important Note (If you are the owner and occupier of the home insured by this policy). Accidents which happen in buildings or on land are, by law, nearly always the responsibility of the occupier (the person who lives in the building or on the land) rather than the owner. If you are both the owner and the occupier of the building, please remember that Your liability to the public does not cover your legal liability as the occupier of the home and its land. To protect yourself, you will need to arrange contents insurance which provides Occupier’s liability cover.</p>	<p>Don’t forget Terms and Conditions may also apply.</p>
		<p>What is NOT covered</p>	
		<p>Liability in connection with:</p>	

	<ul style="list-style-type: none"> ● you occupying the building and its land; ● any accidental bodily injury or illness to any domestic employee if the injury or illness happens as a result of or in the course of their employment by you; ● loss of or damage to property which belongs to you or is in your care; <p>any motorised vehicle;</p> <ul style="list-style-type: none"> ● any agreement unless you would still have been liable without that agreement; ● your trade, business or profession (except as landlord of the home). 	
	<p><u>Contents Section</u></p> <p>Occupier's, personal and employer's liability (See the important note overleaf) We will cover your legal liability to pay damages and claimants' costs and expenses for:</p> <ul style="list-style-type: none"> ● accidental bodily injury or illness; ● accidental loss of or damage to property; <p>happening during the period of insurance in:</p> <ul style="list-style-type: none"> ● the British Isles; ● the rest of the world, for temporary visits; <p>and arising:</p> <ul style="list-style-type: none"> ● as occupier (not as owner) of the home and its land; ● in a personal capacity (not as occupier or owner of any building or land); ● as employer of a domestic employee. <p>We will pay up to the relevant limit shown on your schedule for each incident. This means:</p> <ul style="list-style-type: none"> ● the Employers Liability limit for claims made against you by a domestic employee where the accident happens as a result of or in the course of their employment by you; ● the Occupiers and personal liability limit for all other insured incidents. <p>We will also pay all your costs and expenses which we have already agreed to in writing.</p>	
	<p>What is NOT covered</p> <p>Liability in connection with:</p> <p>a. you owning land, buildings or other fixed property;</p>	

		<p>b. you living in or occupying land or buildings other than the home or its land; c. aircraft other than pedestrian controlled toys or models; d. you (or anyone on your behalf) owning, possessing or using any motorised vehicle; e. caravans; f. boats, boards and craft designed to be used on or in water, other than:</p> <ul style="list-style-type: none"> ● those only propelled by oars or paddles; ● pedestrian-controlled toys or models; <p>g. deliberate or malicious acts; h. the passing on of an infectious disease or virus; i. dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation); j. any agreement unless you would still have been liable without that agreement; k. any trade, business or profession; l. loss of or damage to property which belongs to you or is in your care or control; m. bodily injury or illness to you.</p> <p>For claims involving liability for bodily injury to or illness of a domestic employee working for you:</p> <ul style="list-style-type: none"> ● exclusions (a), (b), (c), (e), (f), (g), (h) and (k) will not apply; ● exclusion (d) will not apply unless cover or security is needed under any of the Acts, Laws or Regulations which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. 	
		<p>Important Note (If you are the owner but not the occupier of the home insured by this policy). Accidents which happen in buildings or on land are, by law, nearly always the responsibility of the occupier (the person who lives in the building or on the land) rather than the owner. If you are the owner but not the occupier of the building please remember that Occupier's, personal and employer's liability does not cover your legal liability as the owner of the home and its land. To protect yourself, you will need to arrange buildings insurance which provides Your liability to the public cover.</p>	

<p>Exhibiting your vehicle – My vehicle policy will cover me for public liability when exhibiting on a stand or display at a show.</p>	<p>Very Grey Area</p>	<p>Some specialist policies include an extension for participation in shows and events. However, there are a number of restrictions on this type of endorsement with regard to racing, pace making, speed testing or time trials and the vehicle is not used for hire or reward. Furthermore, this liability is under the Road Traffic Act and covers for injury or damage to a third party while moving, not exhibiting.</p> <p>This is further confused with some policies on the market that will provide an amended damage to property limit of say £5 million whilst the insured vehicle is participating at an organised show/event and where there is a requirement of the organisers or principals. This extension of cover is for the vehicle only and not any stand that you may put up, gazebo, chairs tables or what you would normally see at fetes, shows and the like.</p>	
<p>What is Public Liability Insurance?</p>	<p>Fact</p>	<p>Public liability insurance covers the cost of claims made by members of the public for incidents that occur in connection with your business activities. Public liability insurance covers the cost of compensation for personal injuries, loss of or damage to property, and death.</p>	
<p>Do I need Public Liability?</p>	<p>Fact</p>	<p>Public liability insurance is not currently a legal requirement. However, many shows will not allow you have a display unless you show them proof of the appropriate insurance indemnity cover and you may find that your industry or local authorities have specified levels they require you to hold. It's always worth checking with them if they have any specified levels before making a decision.</p>	
<p>Why would a show/event organiser insist on me proving that I have public liability cover?</p>	<p>Fact</p>	<p>Most event organiser policies have a condition that every exhibitor, stallholder or stand has their own public liability cover, otherwise their policy would be void. You may want to take the risk of having no cover but your decision should not jeopardise the livelihood and assets of the organiser.</p>	

Okay if I have to have Public Liability cover to exhibit at a show what are the typical prices?	Fact	The cost of Public Liability insurance depends on a number of things. This can vary between underwriters but if we assume that they are, level of indemnity and number of events attending in a 12 month period.	
		These Rates are From the Relevant Company Website	
		£1million – Single Event - £53	Event Insurance Services
		£2million – Single Event - £63	Event Insurance Services
		£5million – Single Event - £79	Event Insurance Services
		£1million – up to 10 Events - £170	Event Insurance Services
		£2million – up to 10 Events - £191	Event Insurance Services
		£5million – up to 10 Events - £207	Event Insurance Services
		£1million – Single Event - £37.43	Graham Sykes Insurance
		£2million – Single Event - £53.15	Graham Sykes Insurance
		£5million – Single Event - £67.81	Graham Sykes Insurance
		£1million – up to 15 Events - £66.50	Graham Sykes Insurance
		£2million – up to 15 Events - £79.34	Graham Sykes Insurance
		£5million – up to 15 Events - £97.67	Graham Sykes Insurance
		These are just two companies but rates and number of events differ	