

The Scottish Beekeepers Association

Insurance.

(Public and Products Liability Insurance)

and

The Compensation Scheme.

This is a synopsis of the cover. It is not the policy, and the Scottish Beekeepers Association do not accept liability for any errors or misinterpretations of the policy in this summary. The insurance policy underwritten by Royal Sun Alliance (MoreThan) is the definitive document.

Public and Products Liability Insurance.

Insurance is automatically provided to Members of the Scottish Beekeepers Association (each of whom is separately the insured) who are resident in the United Kingdom and who have paid their Annual Subscription.

The cover only provides indemnity to individuals who are not entitled to indemnity under any other policy.

Cover also extends to include Affiliate Associations only (not the members) of the Scottish Beekeepers Association who own bees and have paid the appropriate affiliation fee to the Scottish Beekeepers Association. These Affiliate Associations have cover under the policy for their apiary provided that no individual has entered the apiary and assumed control of that apiary on the basis that....

If he or she is a member of the Scottish Beekeepers Association the cover will be extended under this policy, if he or she is not a member of the Scottish Beekeepers Association then cover will not be extended under this policy.

Legal Liability cover is provided for claims in respect of bodily injury sustained by third parties and/or damage to property arising out of the Members of the Scottish Beekeepers Association beekeeping activities. This includes any claims arising from the sale of bee products, excluding mead, but see below for further clarification.

In addition claimants cost are included up to the limits of the insurance policy.

Limits of Indemnity.

The base limit of indemnity is £5.0m with MoreThan and there is a further policy with our brokers for £5.0m making a total cover of £10m providing cover for,

Liability Claims from Third Parties,
Products Liability, see explanation below.
Pollution.

In addition there is further cover to £250,000 for legal costs and expenses.

Main Exclusions.

Gradual and/or non-accidental pollution
Injury or disease sustained by employees.
Loss or damage to property in the custody or control of a member.
Any activity involving asbestos.

Liability Insurance Conditions.

1. The insured shall at his own expense take reasonable precautions to prevent any occurrence or to cease any activity which may give rise to liability under the policy and as soon as possible after the discovery shall cause the defect or danger to be made good or remedied, and in the meantime shall cause such additional precautions to be taken as the circumstances may require.
2. The insured shall give immediate notice to the Insurance Advisor of the Scottish Beekeepers Association (whose contact details appear in “The Scottish Beekeeper”) with full particulars of any occurrence which may give rise to a claim.
3. Should the Insured knowingly fail to comply with any of the above conditions he will be deemed to have forfeited any right to make a claim under the terms of the insurance policy.
4. The period of cover will run from 1st January to 31st December each year and will become effective on becoming a member of the Scottish Beekeepers Association.
5. The Public Liability Policy extends to include the collection of swarms by members of the Scottish Beekeepers Association only.
6. Members of the Scottish Beekeepers Association intending to show observation hives at events where proof of liability insurance is required may use the “Letter of Comfort” posted on the SBA website as proof of cover. Observation hives have cover whilst under the supervision of a suitably competent Scottish Beekeeping Association member.

7. It is the intention of the policy that all exhibitions are covered for members of the Scottish Beekeepers Association on the basis that,

At least one member of the Scottish Beekeepers Association is at all times present during the operating hours of the exhibition.

An expected and appropriate level of security, health and safety measures are put in place around the exhibit in accordance with the terms and conditions of the exhibition owners.

8. Cover is not provided for hives in transit.
9. If there is any other policy in existence covering public liability at the time of a loss the Contribution Clause will apply, that is apart from the secondary layer of cover.
10. Affiliate Associations are advised to remain neutral in any insurance dispute.
11. Cover is not available for institutions.

Product Liability Insurance.

Cover is also provided in respect of liabilities arising from, “The sale of associated bee keeping products and produce excluding mead.” This means that if a claim should arise from a third party for injury arising from the sale of bee produce, excluding mead then cover will be provided under this policy.

However it should be emphasized that this cover relates only to bee produce in its pure and natural form such as honey, beeswax etc. The addition of any other substance to create a perfume or soap or other product negates cover and insurance should be sought independently.

Risk Management;

It would be prudent for any member of the Scottish Beekeepers Association giving a demonstration to carry out the following preliminary activities.

Carry out a risk assessment of the location. A form to help in this action can be supplied on application.

Ensure suitable protective clothing is in use and that appropriate health and safety measures are put in place around the display.

Ensure that a competent Scottish Beekeeping member is supervising.

Have a mobile phone available and appropriate first aid equipment.

The Compensation Scheme

The Compensation Scheme is open to all members of the Scottish Beekeepers Association with stocks located in Scotland. Full and Life Members have cover for the first five stocks as part of their annual subscription to the Scottish Beekeepers Association. Cover will only be provided up to a maximum of forty colonies.

Affiliate Associations who maintain their own apiaries will be granted Compensation Cover at no cost, for all stocks solely owned by the Affiliate Association.

Family Members may join the Scheme on payment of the appropriate fee, otherwise they have no cover.

The Compensation Scheme has a renewal date of 1st January each year.

Compensation Fees

Fees are calculated on the maximum number of stocks in the year commencing 1st January each year as follows. The maximum number of colonies that will be is forty.

One to five stocks, cover is included in the subscription subject to the qualifications above. Over five stocks the fee will be £5 for each additional five or part thereof.

The maximum total payout under the scheme in any year will be £2,500.

Definitions.

- 1 An apiary; Any area where colonies of bees are kept.
- 2 A colony of bees is a queen-right colony of bees in a hive, nucleus hive, or an observation hive.
- 3 Swarms before being hived are considered as part of the parent stock for the purpose of enumeration under the Scheme.
- 4 Forty Day Rule; Cover under the Compensation Scheme on new subscriptions received by the Scottish Beekeepers Association after 31st December will not become effective until forty days after receipt.

General Conditions and Rules of the Scheme.

Cover should be purchased for all stocks. If it is not, then any claim will be subject “average”, which will result in a proportionate reduction in the claim payment.

Joint apiaries must be covered on an individual basis. All colonies of bees in the apiary must be covered.

There is no cover for institutional members however the Compensation Scheme is extended to include colonies belonging to schools.

Colonies of bees may be kept in more than one apiary.

The period of cover will run from 1st January to 31st December the following year.

Compensation cover, subject to the Forty Day Rule will commence on receipt of the subscription. Additional cover will commence on receipt of the fee and the Forty Day Rule will apply.

Members with repeated claims under the Fire, Theft or Vandalism sections will require to move their bees to another apiary site otherwise cover may be withdrawn.

The Scottish Beekeepers Association reserves the right to refuse applications for cover if it considers there to be an abnormal risk.

Affiliate Association office bearers are advised to remain neutral in any Compensation dispute.

Funding.

The maximum sum payable in claims shall be no greater than £2,500. If claims in any year exceed £2,500 the payment shall be divided between the claimants in proportion to their assessed losses.

All fees from additional cover shall be credited to the Insurance and Compensation Fund.

The Executive Committee shall retain the right to vary these practices and to provide funds from the Revenue Account or to draw funds from the Insurance and Compensation Fund as they deem appropriate. The Fund is eligible for a share of the Associations investment income in accordance with established accounting practices.

Costs.

The Insurance and Compensation Fund shall bear the cost of the Association’s public liability policy and all expenses arising out of the administration of the Insurance and Compensation Scheme. All Compensation claims will be met from this fund.

Compensation Scheme Cover.

Section A; loss by fire.

Section B; loss by theft.

Section C; loss by vandalism.

Section D; loss by American and/or European foul brood disease. (AFB and EFB).

Compensation Cover Applies Only in Scotland.

Section A,B,C and D provide compensation in respect of loss only with the limits of funds managed by the Scottish Beekeepers Association for that purpose. No cover is provided by our insurers under the scheme.

The value of equipment and colonies of bees claimed may be subject to review by the Compensation Committee having regard to the type of equipment, its age and current market value.

The Compensation Scheme does not cover bee-houses, bee-huts, sheds or their contents other than stocks of bees.

No cover is available for flood damage or storm damage.

In all cases written proof of the loss will be required from an acceptable source such as a Local Association Office Bearer or a SGRPID Officer.

Under Sections A, B and C the circumstances must be reported to the Police.

Under Section C (Loss by Vandalism) vandalism is defined as the wanton interference with, damage or destruction of beehives and/or their contents by a third party.

Under Section D (Disease) a certificate of destruction issued by the Scottish Government Rural Directorate must be produced and if a claim is made the certificate must specify exactly the bees and hive parts to be destroyed.

Loss by American Foul Brood or European Foul Brood Disease....

Under the Bee Diseases and Pest Control (Scotland) Order 2007 it is a legal requirement that the owner of colonies which are suspected of being infected by AFB/EFB must notify SGRPID. Immediate contact should be made with the local office of SGRPID. These are listed under the website www.scotland.gov.uk

SGRPID inspectors will arrange an inspection of the apiary and have a sample from each colony sent for examination. The result of that diagnosis will be final.

Claims under this section must be made within thirty days of the date of inspection and be accompanied by the Certificate of Destruction issued by the SGRPID if appropriate.

In the case of AFB the SGRPID will instruct destruction of the bees and frames. The brood chamber can be torched and reused.

However as far as EFB is concerned, the Inspector may instruct either destruction of the bees or in cases of mild EFB, a “Shook Swarm.” A “Shook Swarm” is where the beekeeper creates a new hive using new foundation, frames and hive parts and transfers the bees from the infected hive to the new hive. The old hive parts can then be torched to sanitise the equipment and then be reused.

Compensation will only be payable for actions instructed by the Inspector.

Destruction without the consent of an authorized official may prejudice payment of compensation.

Compensation for AFB or EFB losses will be limited to five frames of bees at 50% of beekeeping suppliers current catalogue prices.

A member who has received compensation for loss under this section will not be eligible for cover against this risk for twelve months from the date of destruction.

Further cover will be available on production of a certificate of freedom of disease issued by SGRPID before the member is eligible for AFB or EFB cover.

The cover is limited to two claims in the five year period from the first SGRPID destruction report or destruction certificate.

Claims.

The amount of compensation for the loss of stock will be determined by the replacement, currently 50% of current market value of colonies of bees that are at least one year old or such amount as the Executive Committee shall decide from time to time.

Compensation for parts of hives will be determined by the age of the parts but will not be more than 50% of the beekeeping suppliers current catalogue prices. Claims will be settled at the end of the Compensation year.

The Scottish Beekeepers Association reserves the right to make alterations to the scheme as may be found necessary. The terms of Compensation and Fees quoted are subject to alteration and notice of this will be given in The Scottish Beekeeper.

ALL CLAIMS UNDER SECTIONS A, B AND C MUST BE SUBMITTED WITHIN THIRTY DAYS OF POLICE NOTIFICATION AND UNDER SECTION D (DISEASES) WITHIN THIRTY DAYS OF THE ISSUE OF THE SGRPID CERTIFICATE

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