

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 is the definitive document.

Public and Products Liability Insurance.

Insurance is automatically provided to Full, Family and Life 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.

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

Limits of Indemnity.

The limit of indemnity is £5.0m and cover is provided for;

Liability Claims from Third Parties,
Products Liability,
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.
5. “Forty Day Rule”. If a subscription is received after 31st March then cover under this policy will only become effective forty days after receipt. This also applies to new members of the Scottish Beekeepers Association.
6. The Public Liability Policy extends to include the collection of swarms by members of the Scottish Beekeepers Association only.
7. 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.
8. 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.

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

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.

Ensure that a competent Scottish Beekeeping member is supervising.

Have a mobile phone available and appropriate first aid equipment.

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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 ten stocks as part of their annual subscription to the Scottish Beekeepers Association.

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.

Compensation Fees.

Fees are calculated on the maximum number of stocks in the year commencing 1st May as follows;

One to ten stocks, cover is included in the subscription subject to the qualifications above. Over ten stocks the fee will be £4.00 for each additional ten stocks or part thereof.

Members should pay Compensation Fees to the Membership Convenor using the form provided by the Scottish Beekeepers Association for that purpose and should be paid before 1st May.

Definitions.

- 1 An apiary; Any area where stocks of bees are kept.
- 2 A stock 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 May 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 stocks in the apiary must be covered.

There is no cover for institutions.

Stocks may be kept in more than one apiary.

The period of cover will run from 1st May to 30th April 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 will be withdrawn.

Payment of Compensation Fees does not entitle Affiliates to any rights or privileges of the Scottish Beekeepers Association. Other than those for which a fee has been paid.

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 10% of the balance shown in the Insurance and Compensation Fund in the accounts as at 31st December the previous year. If claims in any year exceed the amount so determined the available sum 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 Association's 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 stocks 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 issued by the Scottish Government Rural Directorate must be produced.

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

Under the Bee Diseases and Pest Control (Scotland) Order 2007 it is legally required that the owner of stocks which are suspected of being infected by AFB/EFB 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 stock sent for examination. The result of that diagnosis will be final.

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

Destruction without the consent of an authorized official may prejudice payment of compensation. All frames and comb that were at any time in the infected stock must be destroyed.

Compensation for AFB or EFB 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 stocks that are at least one year old or such amount as the Executive Committee shall decide from time to time.

Compensation for parts of a stock 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.

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February 2016
Revised May 2016
Revised April 2017
Revised May 2107