

SCOTTISH BEEKEEPERS' ASSOCIATION



PUBLIC AND PRODUCTS LIABILITY INSURANCE

1 General

1.1 This document provides a summary of the cover provided by the SBA's Public and Products Liability Insurance Policy. It is intended as guidance only. The policy document itself and a set of Frequently Asked Questions are available in the Members' area of the SBA website.

1.2 Although members benefit from the cover provided by our insurance policy, it is important to note that the policy itself takes the form of a contract between the Scottish Beekeepers' Association and its insurers. It is because there are only two parties to the contract that claims or potential claims against members are notified to the SBA's Insurance Trustee, not directly to the insurance company - see 3.4 below.

2 Public and Products Liability Insurance

2.1 Insurance is automatically provided to Personal, Junior, Household, and Honorary Life members keeping up to 40 stocks, who are resident in the United Kingdom and who have paid their annual subscription.

2.2 Cover is provided for claims in respect of accidental injury and/or accidental loss or damage to property sustained by third parties arising as a consequence of the normal and routine beekeeping activities of members of the SBA. This includes any claims relating to the sale of bee products - see 2.9 below.

2.3 Public Liability cover also extends to include Affiliated Beekeeping Associations (ABAs) who own bees and have paid the appropriate affiliation fee to the Scottish Beekeepers' Association. ABAs' public liability cover is limited to incidents arising from hives of bees that the association owns. ABAs are covered by the policy when their hives are unattended and when their colonies are being manipulated by, or manipulated under the supervision of, an SBA member. Where an ABA's colonies are being manipulated in any other circumstances, the policy ceases to apply.

2.4 Institutional and Supporting members are not covered by the policy.

2.5 The policy extends to include the collection of bee swarms by SBA members. It does not provide insurance cover for the removal of honey bee nests from buildings or other locations or for the removal of bumblebee or wasp nests.

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2.6 The policy extends to cover the display of observation hives whilst under the supervision of a suitably competent SBA member.

2.7 The insurance extends to cover the holding of or attendance at exhibitions, on the basis that:

i) at least one member of the SBA is present during the operating hours of the exhibition;

ii) an appropriate level of security and health and safety measures are put in place around the exhibit in accordance with the terms and conditions of the exhibition owners.

2.8 Cover is not provided for hives in transit.

2.9 Product Liability Insurance cover is provided in respect of liabilities arising from the sale of associated beekeeping products and produce, excluding mead. However, this cover relates only to bee produce in its pure and natural form, such as honey and beeswax. The addition of any other substance to create a perfume, soap or other product negates the policy, in which case insurance should be sought independently.

2.10 Limits of Indemnity:

The limit of indemnity is £10m for each of:

- Public Liability
- Products Liability
- Pollution

Claimants cost are included up to the limits of indemnity.

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

2.11 Exclusions to the policy include:

- 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

2.12 In order that members can provide proof of liability insurance when required, a Confirmation of Insurance document can be downloaded from the Members' area of the SBA website.

3 Liability Insurance Conditions

3.1 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.

3.2 SBA members covered by this policy shall:

i) take reasonable precautions to prevent any circumstances or cease any activity which may give rise to liability under the policy;

ii) as soon as reasonably possible after discovery, cause any defect or danger to be made good or remedied and, in the meantime, shall cause such reasonable additional precautions to be taken as the circumstances may require.

3.3 Should a member covered by the policy knowingly fail to comply with any of the above conditions she or he will be deemed to have forfeited any right to make a claim under the terms of the insurance policy.

3.4 Members covered by this policy must give immediate notice to the SBA's Insurance Trustee with full particulars of any claim made against them or any occurrence which may give rise to a claim. Notification can be given by emailing: insurance@scottishbeekeepers.org.uk and must be accompanied by a completed Liability Insurance Claim Notification Form, which can be downloaded from the Members' area of the SBA website.
