



DEVON BEEKEEPERS' ASSOCIATION

Registered Charity No 270675

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Insurance for BBKA Members

Over the years a number of queries have arisen about the insurance cover BBKA has arranged for its Members, so the following information is designed to help Members understand the cover they have. This information should be taken as indicative only - the final wording is that contained in the policy and the interpretation rests with the insurance company.

BBKA has appointed Aston Lark (formerly Buckland Harvester) as its insurance brokers; <https://www.astonlark.com>. You can find policy documents and certificates on the BBKA website: www.bbka.org.uk/public-liability-insurance.

There are three insurance schemes - 3rd Party Public Liability & Products Liability insurance; "All Risks" Insurance; & Bee Diseases Insurance (BDI).

3rd Party Public & Products Liability Insurance - the 3rd Party Public & Products Liability insurance policy automatically covers all Honorary, Registered, Partner, Junior, UK-resident Individual Members and constituent associations (referred to collectively as "Members") against any financial loss caused by a successful claim against them by a 3rd party for injury or other loss deemed to have been caused by the Member, or their bees, whilst undertaking beekeeping activities or through the normal use of their hive products. The limit of this cover is presently £10 million with each new claim carrying an excess of £250 for 3rd party property damage claims that is payable by the Member.

- this policy **does not** cover equipment against all risks including theft; *see below*.
- the Liability policy's £250 excess is a market-standard feature in the UK. It exists to impose an element of responsibility on the insured person so as to minimise recklessness. The excess is limited in scope as it only applies to allegations of property damage. Claims alleging an injury are never subject to an excess. Additionally, the excess is not payable during the defence phase of the claim. Insurers will provide full assistance and defend against the claim as robustly as possible. The excess is only payable when the decision is taken to make a payment to the 3rd Party. If the claim is successfully defended, no excess is payable. The Insurers review the level of excess regularly in conjunction with the BBKA, but this must be balanced with premium considerations, as insurers require higher premiums for lower excess levels.
- Registered, Partner, Junior & Honorary Members who are UK residents are covered automatically for insurance as part of their payment of membership fees.
- the public are covered on Taster Days when acting under the direct supervision of a Member of the BBKA.
- bees obviously cannot be sued, so it is the beekeeper that is covered. If a claim is made against BBKA Member, John, for a loss he caused while looking after Mary's bees during her holiday, then John is covered even though the bees aren't his. Even if Mary isn't a Member, as long as John is a Member he will be covered if he is named in the action. If it becomes apparent that it was actually Mary that was responsible for the loss and she is named in the action, the policy will only protect her if she is a Member.
- you are covered to collect bees that have swarmed provided it is part of your normal beekeeping activities. If you charge reasonable expenses then this will not affect your cover. However, if you make a business out of swarm collection this would be viewed differently. You would need normal Commercial Insurance for this business activity which is not covered by the BBKA policy.
- the policy notes a maximum working limit of 3 metres (applying to the beekeeper, not the swarm). Broadly speaking, you should not attempt any work for which you do not have adequate equipment, training or experience. The policy does not cover reckless acts, so if you are in doubt seek guidance from someone with the relevant experience or training, or preferably use an alternate method that would avoid you having to climb to height.
- you are covered for Product Liability if anyone makes a claim against you. The BBKA policy only covers primary hive products - defined as wax, honey and propolis with no other added ingredients. Some examples of covered products are pure honey, lip balms consisting of honey and beeswax with no extra ingredients, and candles with no perfumes or colourings. The restriction applies because if a product with added ingredients proves to be faulty, it is difficult and sometimes impossible to prove whether it was the hive ingredient or additive at fault. For instance, if cakes were covered, the insurance company would require lists of all products made and ingredients used by each and every Member, and every product would need to comply with food hygiene and production standards. Premiums would be payable on an individual basis and therefore prohibitively high.
- the policy is designed for hobbyist BBKA Members, not commercial ventures or bee farmers. With 40 colonies or more you would be eligible for Membership of the Bee Farmers' Association (BFA). As such, cover is provided up to a limit of 40 hives per person. If you tend more than 40 hives by yourself you should apply for membership of the BFA. If you share responsibility for the hives with another member, then the hives can be treated as shared between you for insurance purposes. Cover will not be invalidated as long as there are not

more than 40 hives per person. Additionally, insurers view any operation with any direct employees as a commercial venture, which cannot be covered by the policy.

- as a Registered, Partner or Junior Member, your cover starts the day you pay your subscription and receive a receipt. However, if a claim arose between the time of payment and registration with the BBKA by DBKA, you would need to provide definitive proof that payment was made before the incident arose for a claim to be accepted.

- lapsed Members or Members awaiting renewal are still covered. Technically they are in default and would not be covered. However, if a claim arose, each case would be investigated and resolved on an individual basis. In order to avoid this potential exposure, it is imperative that Members understand this exposure and pay all dues promptly.

- the BBKA policy includes what is commonly referred to as 'Trustees Liability' cover for all officials of the BBKA, associations and branches affiliated to the BBKA. It does not matter whether the organisation is a charity or not for this cover. The amount covered is £2 million, with no applicable excess.

- DBKA and its Branches are covered for Public Liability Insurance when hiring a hall or similar for a beekeeping meeting or training, up to a limit of £10 million.

Junior Members. The policy makes no concession to the fact that legal arrangements for suing minors are more complex than suing an adult; it may not even be possible for a 3rd party to bring a claim against a Junior Member, instead bringing a claim against the supervising beekeeper or, possibly, a Junior Member's parent/guardian (who may or may not be a BBKA Member). Junior Members (as with any other Member) are entitled to make a claim under the policy to defend themselves. As long as the Junior Member was responsible for the activity that led to the incident, then the policy would respond to defend it, even if it was brought in the name of a parent/guardian who is not a Member. It would simplify matters, and be good practice, if the parent/guardian of a Junior Member also become a member of BBKA.

Bee Diseases Insurance (BDI) - the BBKA policy **does not** provide cover if hives have American or European Foul Brood. BDI provides optional insurance for the replacement of beekeeping equipment should it have to be destroyed due to an incidence of a notifiable disease, such as European or American Foul Brood, and there is a separate premium. Further information about how BDI Ltd operates can be found on the BDI website www.beediseasesinsurance.co.uk

"All Risks" Insurance - Aston Lark offers an All Risks Insurance Policy for Associations, Branches and individuals to cover loss or damage to their beekeeping property or equipment. The terms of the policy are flexible to suit the needs of each Association or individual by direct negotiation with the Insurer. Cover under this facility is not automatic; for further information or a quote, go to www.beekeepersinsurance.co.uk. There is a special discount for BBKA members and premiums start at £12 per year.

DBKA Insurance Cover - the DBKA insurance arranged through the NFU is to cover our liabilities to the Devon County Agricultural Association for the Devon County Show for everything that the BBKA insurance does NOT cover. For example, All-Risks cover for the Show equipment storage (in public or private premises), transit, use at the Show (inc trophies), and use anywhere in the UK. It also includes Product Liability cover for anything that will be sold under our umbrella at the Show (including 'Taste of Honey' sales) so we can cover people for the sale of non-primary hive products. Legal cover is also included for both Public & Product liability.

Updated 24th February 2020, Barry Neal, DBKA Gen Sec