



Amateur Beekeepers Association

NSW

About ABA Insurance

as updated at 04-Nov-16

Update about swarm collection, additional policy & inclusion of definitions. (15-Dec-15)

Update about additional risks accepted. (04-Jan-16)

Update about cover of products when sold by others (29-Jan-16)

Excesses added (04-Nov-16)

The ABA executive purchases two Broadform Liability Policies - one for Branches & the other for Members.

A) ABA Branch Liability Insurance

The Broadform Liability Policy covers branches, members of their executives and volunteers (acting in an official capacity) in respect of their legal liability to pay compensation (including costs, fees and expenses) for Injury or Damage to third parties which occurs as a result of an Occurrence in connection with **Branch Activities** (see Definition) & the sale of branch **Bee Products** (see Definition)

The Limits under the policy are:

- Public Liability: \$30,000,000 anyone occurrence &
- Products Liability: \$30,000,000 anyone occurrence & in all anyone period of insurance.

The premium is paid by the ABA on a branch or club basis and the amount is extracted from the “capitation” fee paid by each member to belong to the ABA.

[The claims excess for the ABA and Branches will remain at \\$1,000.\(04-Nov-16\)](#)

B) Members Individual Liability Insurance

The Broadform Liability Policy covers members in respect of their legal liability to pay compensation (including costs, fees and expenses) for Injury or Damage to third parties which occurs as a result of an occurrence in connection with **Member Beekeeping Activities** (see Definition) & the sale of branch **Bee Products** (see Definition)

The Limits under the policy are:

- Public Liability: \$30,000,000 anyone occurrence &
- Products Liability: \$30,000,000 anyone occurrence & in all anyone period of insurance.

By payment of the appropriate premium (as set out on the attached schedule) members can elect to purchase insurance each year under the Member's policy.

It is important to note that the policy only covers the nominated member (not members of their family, friends or any other person, partner or entity) and does **NOT** provide protection to other parties who are claimed against because of the **Member's Beekeeping Activities** e.g. Owner/s of the property where the hives are placed.

Insurance on Products is tied to who manufactured/supplied the offending goods. Claims would be against the member (and as such insured) even if someone else sold/supplied their product. (added 29-Jan-16)

Evidence of the member's insurance being in place shall be the production of a receipt confirming payment of the applicable additional amount for the current membership period.

Beekeepers need to realise that they must act responsibly and carefully at all times. They must take all reasonable precautions to prevent Personal Injury and Property Damage, and prevent the manufacture, sale or supply of defective Products, and comply with all statutory obligations, by-laws or regulations imposed by all relevant public authorities for the safety of persons or property. This statement is based on a condition within the insurance policy.

Branch office bearers & insured members should be aware that both ABA Combined Liability policies do NOT cover any additional risks accepted under any contract, lease, hall hire, market attendance, undertaking or agreement whether verbal or in writing.

These additional risks are generally contained within clauses of the above mentioned documents with the headings Indemnity, Hold Harmless or Insurance.

Included in risks NOT insured is the requirement to cover the landlord, lessor, owner, etc. (whichever applicable) as an Insured. (added 04-Jan-16)

The claims excess on the members Policy is \$500. (04-Nov-16)

IMPORTANT NOTES:

Definitions:

1) Branch Activities

Includes:

- The holding of meetings with ABA members and visitors attending
- Provide education to members and members of the public about beekeeping
- Maintain a Branch apiary
- Hold field days at the Branch apiary and/or a members apiary where members and visitors work on beehives
- Extract, bottle or pack honey and honey products
- Sell honey and honey products
- Attend markets and shows
- Organise honey judging competitions
- Travel as a group to field days or other activities of interest
- Sell beekeeping equipment to members

- Organise social functions
- Giving talks on beekeeping to the public at shows/markets/community days.

2) Bee Products:

Includes the production, distribution and sale of:

- Liquid honey;
- Creamed honey;
- Candied honey;
- Creamed or liquid honey with up to 8% natural fruit/plant flavouring;
- Pollen;
- Queen bees;
- Bee colonies;
- Honeycomb and chunk honey;
- Beeswax and candles &
- Beeswax furniture polish

BUT does NOT include:

- Mead;
- Royal Jelly;
- Honey based beverages;
- Lip Balm & other cosmetics;
- Creamed or liquid honey with more than 8% single natural fruit/single natural plant flavouring & creamed or liquid honey containing nuts.

3) Member Beekeeping Activities:

Includes:

- Attendance @ ABA & Branch Activities;
- Maintenance of one or more apiary sites with hives;
- Assemble & build beekeeping equipment;
- Work on bee hives;
- Have invited members of the public observe & work on beehives;
- Moving beehives;
- Collect bee swarms & established colonies but only as a community service, not as a commercial undertaking & incidental to the member's usual beekeeping activities;
- Extract, bottle or pack honey or honey products;
- Sell honey or honey products;
- Sell beekeeping equipment;
- Attend meetings & beekeeping field days & attend markets & shows.

Does NOT include:

- Liabilities arising from the ownership of real estate or vehicles &
 - Protection for any other person or entity other than the member.
- (Added 15-Dec-15)

The insurance is subject to the Branch & Members Broadform Liability Policy's usual terms, conditions & exclusions – as per the original policy documents held by ABA.

Where a claim or a demand is made by third parties against branches or individuals the matter needs to be reported to the Insurer promptly and they will determine whether or not a legal liability exists.

Once the Insurer receives legal advice, responsibility for the occurrence is either denied or defended, and in either case, the Insurer pays legal costs # and settlements # depending on the court's determination or a commercial decision is made prior to court proceedings to settle the claim. # Over & above the \$1,000 policy excess.

Certificates of currency are issued each year for branches but not for specific members.

Copies of the both policies & certificates of currency are available on request.

Members that sell **Bee Products** should comply with relevant legislation & food handling for a beekeeper & home based food business.

The NSW Food Authority Fact sheet provides basic information about your food handling obligations and gives relevant web sites where further information may be obtained.

The above brief explanation of our insurance was provided by our Insurance Broker – Steve Kavanagh to Dave Wilson.