



## EPA INSURANCES EXPLAINED

The English Pétanque Association carries three different insurance policies:

**COMMERCIAL COMBINED**  
**EMPLOYERS LIABILITY**  
**GENERAL LIABILITY**

**COMMERCIAL COMBINED** provides cover for the EPA/Pétanque Promotions Ltd storeroom contents, money, glass and the interruption of business. Pétanque Promotions Ltd pays 50% of the premium in respect of this policy.

**EMPLOYERS LIABILITY** provides cover for the EPA/Pétanque Promotions Ltd giving legal liability for damages and legal costs arising out of death or bodily injury caused to an employee in the course of their employment. The definition of an employee includes subcontractors, hired or borrowed persons, work experience and volunteers. The limit of indemnity for Employer's Liability is £10,000,000 for any one occurrence.

**GENERAL LIABILITY** cover is the area that creates the most enquiries from members. It essentially protects members from having to use their own money to pay out costs and damages, if they are found legally liable to do so for negligence in connection with pétanque subject to policy exclusions (please read the policy wording). This year the cover has been extended to include social events directly related to pétanque.

As well as the individual EPA member being insured, cover is provided for the EPA, Affiliated Regions, EPA Registered Clubs (only where all committee members are members of the EPA) and because of its involvement in sponsored events Pétanque Promotions Ltd. The premium payable is based solely on the number of EPA members.

It is normal practice for an injured party to sue both the individual and the corporate body so it is important to protect everyone concerned. Should a non-EPA member of a Registered club cause an incident then although the individual is not insured, the club itself is still protected. The EPA, Affiliated Regions, and Pétanque Promotions Ltd are protected in the same way.

The non-EPA club member, or, more correctly, a player who is not insured, is where the biggest problem lies. A member who is injured, say, by the negligence of a non-EPA member may have great difficulty in getting any damages that may be awarded. With the levels of damages awarded these days it is likely that the culprit will be bankrupted by the award and will not therefore pay it. It is possible, however that the non-EPA member may have some level of cover under the terms of their domestic buildings and/or contents policies.

If you have visitors or non EPA members at your club who are trying the game out at a club meeting or a come-and-try session (taster session in the terms of our insurers) then those people are deemed to be potential EPA members and are covered by the Association's insurance for that day. Once someone has tried the game up to three times and not chosen to join the Association they are **not** covered. It is **very important** that all visitors and non EPA members be recorded in order to qualify for this trial period cover. The club must ensure that the participant's name, contact details and dates of visits are recorded as these will be required in the event of a claim being notified.

It is important that your club officials are EPA members. The Association is charged with ensuring that registered clubs are competently managed and that club members are protected against any malpractice of its officials which may lead to negligence, whether intentionally or not. The way this is done in practice is to ensure that the officials and the club are insured against any financial loss for any such negligent malpractice as, in a court of law, the club officials and, in the case of an Association, the club members, can be held individually and severally liable for any occurrence.

**CLAIMS NOTIFICATION REQUIREMENTS** our Contract of Insurance does have certain conditions imposed, which may be summarised as follows:-

- i. We are required to give our Insurers immediate written notice with full particulars of any claims or circumstances which may give rise to a claim, regardless of any excess that we have to bear under our policy cover
- ii. Every letter, claim, writ, summons and process in connection with such circumstances must be forwarded to Mann Broadbent immediately on receipt
- iii. Written notice must be given to our Insurers immediately we have knowledge of any prosecution, inquest or inquiry in connection with any circumstances, which may give rise to liability under the Policy.

Strict timescales are now in place to direct the handling of claims, and if these are not adhered to it may mean our Insurers will be obliged to admit liability and pay the claim.

Therefore it is important that:-

- i. an investigation of every incident should be carried out whilst those involved, including witnesses, still have a clear idea of the circumstances, and a written report should be produced;
- ii. every incident, particularly those involving personal injury, should be reported to Mann Broadbent immediately it happens and they will advise us what to do next. Please ensure procedures are in place for all documentation to reach them as quickly as possible.

In order to achieve this we ask that you notify our National Secretary immediately of any incident that involves:-

- a fatal accident
- an injury involving either referral to or actual hospital treatment
- any allegations of libel/slander
- any allegations of Professional Negligence i.e. arising out of tuition, coaching or advice given
- any investigation under any child protection legislation
- any circumstance involving damage to third party property.

**INCIDENT RECORDING GUIDELINES** we would recommend that a designated person within your Region/Club is made responsible to record any reportable accident. Records must be kept for at least 3 years. Names and addresses of any possible witnesses should also be recorded.

You must have an accident book which is compliant with data protection legislation.

The register must contain the following information relating to all reportable accidents or dangerous occurrences:-

- date and time of accident
- as regards a person at work - full name; occupation; nature of injury; age
- as regards a person not at work - full name; status [e.g. customer]; nature of injury; age
- place where accident occurred
- a brief description of the circumstances
- method by which the event was reported.

Mann Broadbent would remind us that in NO circumstances should we admit liability or agree to pay for any damage caused as this may prejudice the position of Insurers and COULD result in the withdrawal of any indemnity.

Finally, please note that this is a Liability Policy where Insurers decide if negligence attaches to us. Therefore any payments we make to third parties will not necessarily be reimbursed.

The Constitution of the EPA and membership of the FIPJP stipulates that General Liability cover must be taken out by the Association.

28<sup>TH</sup> March 2012