



To: EPA Regions and Registered Clubs

Ref: EPA Insurance Explained – Additional Information

There seems to be some confusion regarding non EPA members taking part in EPA activities. As you know, the policy we have in place allows for three taster sessions or in EPA terminology “come and try events”.

It is unlikely that our insurers would consider a series of league matches as either a “taster” or a “come and try” event.

However, what happens when three taster sessions are surpassed is causing some concern so I have been in contact with our brokers and with their help have compiled this explanation as follows:

If a non member took part in more than three taster sessions, the club's policy would not respond on their part. For example, if a non member injured a member of the public in their 4th taster session, and was sued for this injury, the policy would not respond. If the club was then brought into the action, which is a possibility, insurers could potentially pull away from the claim, on the basis that the club knew the rules that were in place and purposefully broke them.

Obviously, this is not a black and white issue, as it would be down to the insurer's interpretation of the claim, and how the three taster session rule had been broken. However, as this is a rule set out by the insurers, they could have the right to back away should a claim be made directly as a result of a club knowingly allowing a non member to take part in more than three taster sessions.

The purpose of the liability protection that is provided to the EPA and its affiliated members is to cover those who have a direct affiliation to the EPA. A taster session or come and try event is made available, by way of an extension to the cover, for a person to decide whether or not they would like to join the EPA, and as such, three sessions is deemed adequate.

If a non-member, after the third session decides to become a member of the EPA, then the cover will continue.

A non-member should not be allowed to continue in any further sessions after the third session unless they become affiliated. In doing so, the EPA, Region and the club are ensuring they are demonstrating a duty of care to the non-member in the sense that they are not taking part in the activities without being protected by the insurance.



*Affiliated to the Fédération Internationale de Pétanque et Jeu Provençal
&
Confédération Européen de Pétanque*



If a non-member engages in further activities after the third session and subsequently cause injury, loss of or damage to a third party and their property, the insurers reserve the right to repudiate the claim on the grounds of non-compliance with the rules of the EPA (in this case the issue of taster sessions).

It is therefore prudent for the club, region and Association to have adequate systems in place to record the names/addresses of those participating in taster sessions to ensure that both the individual and club do not fall foul of non-compliance with EPA rules & guidelines.

With regards to the EPA Insurance Explained document, Perkins Slade has today reviewed this document and believes it to be suitable.

It is also simply not the case that every single rule and condition regarding each and every policy issued should be detailed within the policy wording. This is a generic document written for the Civil Liability scheme. To include every rule and regulation for every association and club the insurers cover would be impossible and extremely time consuming if a national governing body decides to update their rules and procedures.

The Civil Liability cover is provided to national governing bodies and their membership on the basis that all those engaged in the sport must be doing so in accordance with the rules/guidelines/procedures of the association, in order for the cover to apply.



*Mike Pegg – National President
English Pétanque Association*

6th November 2008



*Affiliated to the Fédération Internationale de Pétanque et Jeu Provençal
&
Confédération Européen de Pétanque*

