# GAR URY Benefit Fund

# SUMMARY DOCUMENT

Effective from 1<sup>st</sup> June 2025 – 31<sup>st</sup> March 2026

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# WHERE WE ALL BELONG

### What is the GAA Injury Benefit Fund?

The GAA has operated an Injury fund in one way or another since 1929. Through a process of constant review, the Association continues to exercise concern for the welfare of registered members involved in our national games in various capacities. The **mandatory** benefit fund provides benefits to registered members playing the national games of Hurling, Gaelic Football, Handball and Rounders' whose clubs are registered with the fund.

The GAA Injury Benefit Fund is a Self-funded benefit fund funded entirely from GAA funds with no outside involvement. In effect it is a benefit fund funded by members for the members. The Injury Fund is not an Insurance Scheme and is therefore, not regulated by the Central Bank of Ireland. As payments from the fund come directly from GAA funds, there is no Insurer involved with the fund. There is no legal obligation on the GAA to provide such a fund or for any of our units to pay for treatments, surgeries required. Risk is an inherent factor in sport, as in life. When members voluntarily take part in Club \ County activities particularly playing activities in contact sports, they accept the risks that such participation may bring. Legal representation is not required and therefore, there is strictly no legal expenses cover amongst the benefits provided. Should a player issue legal correspondence in respect of a claim within the Fund, the player will be solely responsible for issuing payment for the costs of such correspondence. Each player needs to ensure that they have adequate cover in place to meet their own individual needs and personal circumstances. The GAA Injury Benefit Fund is only in place to cover benefits which cannot be claimed elsewhere and is a benefit cover only.

The GAA Injury Benefit Fund does not seek to compensate fully for Injuries sustained but to supplement other Schemes such as Personal Accident, Income Protection, Private Health Insurance, Schools Insurance for example. The playing of Gaelic Football, Hurling, Handball and Rounders involves the risk of Injury, and it is each individual registered player's responsibility to familiarise themselves with the terms and benefits of the GAA Injury Benefit Fund. The Injury Benefit Fund only provides cover for unrecoverable losses up to the limits specified.

In summary, the GAA Injury Benefit Fund is in place to cover benefits which cannot be claimed elsewhere. Therefore, if a claimant is seeking to claim benefit from the fund, they must exhaust all other avenues before making a claim under the GAA Injury Benefit Fund. Furthermore, the Injury Benefit Fund should not be used as a guarantee for the payment of expenses. Ultimately, the responsibility to ensure that adequate cover is in place lies with the individual member, commensurate with his \ her specific needs and members should not use the fund as their only recourse or be dependent on the fund to compensate them fully for any losses associated with the injury sustained.

As above, the GAA Injury Benefit Fund is not an insurance scheme but a benefit fund in place to assist if there are no other covers in place or to supplement any shortfalls on private covers within the terms of the Fund. "Warning: The provision of this service does not require licensing, registration or authorisation by the Central Bank of Ireland, and as a result is not covered by Central Bank of Ireland rules designed to protect consumers or by a statutory compensation scheme."

### Who is covered under the GAA Injury Benefit Fund?

The GAA Injury Benefit Fund applies to:

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- 1.1 Registered Players as per the Official Code who play on a team registered with the GAA Injury Benefit Fund who incur an accidental bodily injury\* while playing Hurling, Gaelic Football, Handball or Rounders' only, either. in the course of an official competitive Fixture or an Official Sanctioned challenge match or in the course of an official supervised collective team training session.
- 1.2 Match officials' i.e., referees, linesmen or umpires injured while officiating at an official competitive fixture of Hurling, Handball, Gaelic Football or Rounders as specified in 1.1 above.
- 1.3 Voluntary coaches, team managers, selectors and members of official team parties injured during games or training as specified in 1.1 above.

The GAA Injury Benefit Fund covers Adult\* and Youth\* members of the GAA.

For the purpose of the Benefit Fund, the following applies:

An Adult<sup>\*</sup> is a registered and paid member of the GAA as per the Official Code who is 18 years of age or over on the 1<sup>st of</sup> January of the calendar year.

A Youth\* is a registered and paid member of the GAA as per the Official Code who is under 18 years of age on the 1<sup>st of</sup> January of the calendar year.

Please note that the 2025 GAA Membership Year runs from January 1<sup>st</sup> 2025 – March 31<sup>st</sup>, 2026, and it is a requirement as per the official codes that all members are registered. To be considered registered, playing members must be registered on the GAA Membership system Foireann. A player or a parent \ guardian on behalf of a youth player will not be able to register a GAA Injury Benefit Fund claim unless they are on Foireann as a registered playing member at the injury date. All playing members should be registered members before the commencement of playing activities for the relevant year and should the club fail to register a member, there are implications for the unit in the event that a player takes a legal action against the unit as the unit maybe found to be negligent for permitting a member to play which is against the GAA Official Codes on membership which in turn will invalidate any Liability Insurance claim that may arise as it is a strict condition of the Liability Insurance program that all units are in compliance with the Official Guide \ Codes.

### GAA Official Codes – 7.1 - Player's Injury Fund

Central Council may make arrangements for the provision of a Players' Injury Fund for registered playing members of affiliated units of the Association within Ireland and Britain. The Fund shall be administered in accordance with the terms and conditions of the Fund as may be determined from time to time. A team shall not be permitted to participate in any competition or game whatsoever under the jurisdiction of the Association unless they are in compliance with the terms and conditions of the Injury Fund. Failure to fulfil a fixture as a result of such non-compliance shall result in the forfeiture of the game. Any member or unit of the Association found, following investigation by Central Council, to have made, or assisted in the making of, a fraudulent claim under the Fund shall be deemed to have discredited the Association and shall be liable to penalties set out in Rule 7.2(e)

\* Please see Glossary for definition



### **Fees and Notes**

The GAA Injury Benefit Fund is funded in its entirety by annual team subscriptions together with a percentage of gate receipt income.

- a) Adult €1000.00 per team no maximum per Club or Unit
- b) U21 \ U20- €200.00 per team no maximum per club or unit
- c) Youth €200.00 per team to a maximum of €1200.00 per Club or Unit
- d) Handball by agreement with GAA Handball
- e) Rounders by agreement with the Rounders Council of Ireland

In addition to A – C as above, a claims band programme applies to all registered clubs \ county panels with the sole aim of it to bring equitable distribution to the Fund in that the claims experience of each registered club \ county panel is accounted for against the fees paid by each unit in the calculation of the annual subscriptions due for the period under review. The calculation of the 2025 Fees is based on the claims experience \ fees paid for the Fund years 2021 - 2023.

### Team subscriptions maybe altered from time to time at the discretion of Cumann Lúthchleas Gael.

### Refunds

Please be advised that refunds of subscriptions will not be considered. If a unit is unsure if they will be able to field a team in a certain grade, they should not register the team for Injury Fund cover until such time that they are in a position to affiliate the team to the County Board for competition.

### **Independent Teams**

Cover under the GAA Injury Benefit fund is provided on a per team basis so independent teams need to be registered under whatever name they field under. Members of the independent team are registered on Foireann as members of their respective adult club and associated with the independent team. Clubs should not be registering the independent teams within their club registration. For example, if two clubs are amalgnated at U15 and U17 hurling, those teams should be registered under the independent team's name only and not within the separate club registrations. If the two clubs reach the underage cap on their respective club registrations, there is no requirement to pay for the independent team.

### **Underage teams and GAA organised Camps**

It is the responsibility of each unit to register all the underage playing level teams within their club for Injury Fund cover. Clubs with nurseries should be registering teams at U6 level. Underage teams participating in training \ Go Games should be registered for Injury Fund cover. If a unit is seeking to run a GAA organised Camp for example Cúl camp, summer \ easter camps, GAA Injury Benefit Cover will extend to those camps once the club have a full underage section registered. GAA Injury Benefit Fund cover does not extend to camps which are run by private operators \ non-GAA unit organised camps.

### Girls and the GAA Injury Benefit Fund

Under the rules of the Association, Girls may participate in GAA activity on boys' teams only up to and including the Under 12 Grade only. Once a girl turns 12 years old, they must register with the Ladies Gaelic Football Association or Cumann Camógaiochta and ensure that cover is in place with the appropriate Association to cover their specific needs.



### Registering for the Fund – what to do?

Cover under the GAA Injury Benefit Fund operates from June 1<sup>st</sup>, 2025 – March 31, 2026. **Payment must be received in full on or before August 8th, 2025.** 

Please see the following link with regards to details on how register and pay Injury Fund fees. The link also shows units how to register additional teams or make any amendments to the quotation emails issued.

Managing the Player Injury Fund on Foireann – Gaelic Athletic Association

### **Independent Teams**

Independent teams are unable to set up stripe account and therefore, will be unable to pay as required. Please contact <u>ciara.clarke@gaa.ie</u> for assistance with regards to paying for independent teams.

# **Benefits** - Benefits \ Conditions may be altered from time to time at the discretion of CLG.

 Medical Benefit – Otherwise unrecoverable inpatient\* and outpatient\* medical expenses are covered up to a maximum of €5,500.00 (This benefit includes cover for MRI scans up to a limit of €300.00 per scan and post-operative physiotherapy \ treatments up to a limit of €320.00)

For the purposes of assessing claims under the GAA Injury Benefit fund, medical expenses\* are defined as doctors' fees, consultation fees, surgery fees, prescription charges, injection fees, MRI scans and post-operative physiotherapy \ treatments. The first €100.00 of each and every claim is excluded. Where a claimant\* has private medical insurance and makes a successful claim for benefit in that benefit is paid via their private medical insurance policy, the €100 excess on each and every claim will not apply on the claimant's claim.

Please note that unrecoverable medical expenses will only be covered up to two years after the Injury date. For example, if the injury date is the 01/07/2025, unrecoverable medical expenses associated with the injury sustained on that date will only be covered up to the 30/06/2027.

# Cover for unrecoverable medical expenses applies to treatment only within the Island of Ireland

There is no cover for pre-operative physiotherapy  $\$  treatments (acupuncture, osteopath, massage therapy, strength and conditioning sessions etc) or treatments of a pre-injury prevention  $\$  post injury prevention nature. The only physiotherapy  $\$  treatments that maybe claimed are for treatments that are post-operative i.e. physiotherapy  $\$  treatment that takes place after a surgical procedure. In the absence of surgery, there is no cover for physiotherapy  $\$  associated treatments.



For the purposes of the fund, surgery\* is defined as treatment administered by a surgeon by the act of incision on an anaesthetised patient (whether conscious or unconscious) to investigate and \ or treat a condition to help improve bodily function that has been damaged or injured because of GAA playing activity. This does not include treatments using a local anaesthetic for injections or manipulation used in treating dislocations. Pre-injury prevention \ Post injury prevention treatment costs are specifically excluded from cover.

If you have cover under the Public Health System \ National Health Service, you must avail of cover under the appropriate system before seeking to submit a claim under the GAA Injury Benefit Fund.

If you have private medical insurance e.g., VHI, Laya Health Care, Irish Life Health, BUPA, Schools Insurance etc. or cover under any Personal Accident policy, a claim must be made with your private medical \ personal accident provider for both inpatient\* and outpatient medical expenses\*. Therefore, you must submit all your original medical receipts to your private medical insurer \ personal accident provider. Once you submit your original medical receipts, your private third-party medical insurer will assess your claim and provide you with an inpatient\* \ outpatient\* statement of account\* clearly stating the benefits that they have covered or not covered. A copy of this statement of account\* must be submitted under the GAA Injury Benefit fund.

2) Dental Benefit – otherwise unrecoverable dental expenses up to a maximum of €5,500.00. The first €100.00 of each and every claim is excluded. Where a claimant\* has private medical insurance and makes a successful claim for benefit in that benefit is paid via their private medical insurance policy, the €100 excess on each and every claim will not apply on the claimant's claim.

Please note that unrecoverable dental expenses will only be covered up to two years after the Injury date. For example, if the injury date is the 01/07/2025, unrecoverable dental expenses associated with the injury sustained on that date will only be covered up to the 30/06/2027.

Cover for unrecoverable dental expenses applies to treatment only within the Island of Ireland

3) Supplementary Hospital Benefit – A claimant can claim for a stay in hospital\* provided they are an in-patient for a minimum of 10 consecutive days and they can claim for a maximum of 15 days. €400.00 per day is claimable.

# 4) Loss of wages (applicable (a) to adults and (b) to youths who are in full time employment at the date of injury)

Employment\* means permanent gainful employment of not less than 16 hours a week. Otherwise, unrecoverable loss of basic nett wages\* (i.e., excluding overtime, bonuses, unsociable working hours, commission, allowances etc.) payable up to 26 weeks but excluding the first week. Social Welfare \ Income Protection and / or other entitlements will be considered as recoverable income and will be deducted from the basic nett wage\* figure. Benefit is payable for full weeks only and the maximum benefit payable per week is as follows:

Weeks 1 - No Benefit Weeks 2 - 26 - Up to €400.00 per week

As part of the assessment of ongoing loss of wages claims, a player maybe asked to attend an independent medical examination or medical information sought from the player's GP  $\$  Consultant. A player will be informed of such requests.

### 5) Capital Benefits

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Cover is available under the GAA Injury Benefit Fund for Capital benefits. Claims will only be considered for such cases when any of the benefits listed above from 1 - 4 have been claimed for and paid out as per the terms of the Fund. Applications for Capital Benefits can be made by writing directly to GAA Injury Fund Manager, Páirc an Chrócaigh, Baile Atha Cliath 3.

### 6) Death Benefits

Cover is available under the GAA injury Benefit Fund for death benefit, please contact <u>ciara.clarke@gaa.ie</u> for assistance.



### What is the Preferred Medical Provider Initiative?

Cumann Lúthchleas Gael approached hospitals and clinics countrywide with a view to agreeing preferred prices for our registered members who present at these hospitals \ clinics following an accidental bodily injury sustained while playing in an official competitive fixture \ sanctioned challenge match or taking part in an official supervised training session on a team registered under the Fund and for which full payment of registration fees has been received in Croke Park.

### Who are the Preferred Medical Providers?

The following are the list of Preferred Medical Providers who have agreed to work with us on this initiative:

Preferred Medical Provider	Telephone Number	Website
Aut Even Sports Medicine Clinic UPMC	056 7775275	www.autevenhospital.ie
Beacon Hospital	01 2936600	www.beaconhospital.ie
Blackrock Clinic	01 2832222	www.blackrock-clinic.ie
Bon Secours Hospital Group	021 4542807	www.bonsecours.ie
Cappagh National Orthopaedic Hospital	01 8140400	www.cappagh.ie
Hermitage Medical Clinic	01 645 9000	www.hermitageclinic.ie
Kingsbridge Private Hospital	0845 60 06 352	www.3fivetwo.com
Mater Private Group	01 8858888	www.materprivate.ie
Northwest Independent Hospital	028 777 63090	www.nwih.co.uk
Sports Surgery Clinic	01 5262000	www.sportssurgeryclinic.com
St. Francis Private Hospital	044 9385300	www.stfrancisprivatehospital.com
Ulster Independent Clinic	028 9066 1212	www.ulsterindependentclinic.com
UPMC Kildare	(045) 982 300	https://upmc.ie/locations/hospitals/kildare
Whitfield Sports Medicine Clinic UPMC	051 337400	www.whitfieldclinic.ie

### How will an injured player avail of the Preferred Pricing?

Once a player presents at one of the above-named medical facilities, the player will be requested to confirm their Club or County Panel together with their membership number which the hospital will record. Checks will be made with Croke Park to confirm that the Players' seeking to avail of the Preferred Pricing arrangements are registered members of the Association.

# Do I have to attend a Preferred Medical Provider to avail of benefit under the GAA Injury Benefit Fund?

No, a player is not required to attend one of the Preferred Medical Providers listed to avail of benefit under the GAA Injury Benefit Fund. A player can continue to attend medical facilities not noted.



### **Exclusions and Limitations**

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- 1) Claims reported more than 60 days after the Injury date. The injury date is day 1.
- 2) Claims reported with an incorrect date of injury to bypass the 60-day reporting condition.
- 3) If a claimant is not registered on the GAA Membership System Foireann as a registered member of the Association as per the Official Code at the date of the injury.
- 4) Injuries which occur while the claimant is training individually, via Online programmes, Zoom etc.
- 5) Injuries sustained outside the Island of Ireland.
- 6) All claims will be declined if the submitted medical section has been completed by someone other than a GP \ Consultant \ Dentist
- 7) Medical or dental treatment undertaken outside the Island of Ireland
- 8) Medical or dental expenses incurred two years after the date of injury.
- 9) Medical or dental invoices
- **10)** Claims not reported using the mandatory Foireann claims notification portal.
- 11) If a unit fails to register their teams under the GAA Benefit Fund by August 8, 2025, and pay the appropriate subscriptions, no claims will be considered for that unit for the corresponding year.
- 12) If a unit fails to register and pay for a team as part of their team fees and an injury occurs to a player playing with an unregistered team, there is no benefit available under the GAA Injury Benefit Fund.
- 13) Benefit is not payable to a member whose injury arises from:
  - a. Assault wherein the claimant has been the aggressor.
  - b. Intentional self-injury
  - c. Pre-existing physical \ medical condition or infirmity
  - d. The use of alcohol or drugs
  - e. Illness, disease, pregnancy
  - f. Post traumatic stress disorder, psychological or psychiatric medical condition.
- 14) Damage to or loss of personal effects, accommodation, travel expenses and sustenance.
- 15) Legal expenses.
- 16) Cost of completion of the medical section of the claim form.
- 17) If a claimant sustains an injury while participating in Hurling and he \ she is not wearing a helmet with a facial guard that meets the standards set out in IS355 or other replacement standard as determined by the National Safety Authority of Ireland (NSAI) as per the Official Codes, the claim will be declined.
- 18) If a claimant sustains an injury while participating in Gaelic Football and he \ she is not wearing a mouthguard as per the Official Code, the claim will be declined.
- 19) Any circumstances where the injury noted conflicts with the Official Codes and GAA Best practice guidelines issued.
- 20) Sick certificates \ Medical certificates are not acceptable for confirmation of period of disability.
- 21) Non-medical expense items such as gym equipment, gym memberships, orthotics, mouth guards, injury medical supports, braces etc.
- 22) Covid 19 test expenses except where the test is requested by a medical facility ahead of an attendance for surgery.
- 23) Pre- operative physiotherapy and other associated treatments.
- 24) Pre-injury prevention and Post Injury prevention treatments are specifically excluded from cover.
- 25) Post-operative physiotherapy and other associated treatments which have not been medically prescribed by a GP \ Consultant.



- 26) Post-operative physiotherapy and other associated treatments that are greater than the limit of €320.00.
- 27) Cosmetic and elective procedures.
- 28) If a claimant goes against medical advice given by a doctor \ consultant \ dentist and subsequently is involved in playing activity and sustains an injury
- 29) If a claimant sustains an injury while playing on snow, ice or a pitch that was deemed unfit to play.
- 30) If a claimant sustains an injury while playing \ training during periods where such activity was advised not to be undertaken for example during weather warnings
- 31) If a player returns to sport, it effectively ends their existing claim. Therefore, if a player returns to play after an injury and he is reinjured a new claim must be submitted. In other words, a new claim must be submitted for every injury that occurs. Failure to do so may result in the non-payment of benefits.
- 32) Medical and dental expenses that are greater than the €5,500.00 fund limit.
- 33) Medical and dental expenses that are less than the €100.00 excess\* except where the claimant has received benefit via his or her Private Medical Insurance for treatment in respect of the Injury which is the subject of the GAA Injury Benefit Fund Claim.
- 34) Medical and dental receipts that pre-date the date of injury.
- 35) Hospitalisation claims whereby the claimant is hospitalised for less than 10 consecutive days.
- 36) Loss of wages claims overtime, commission, bonuses, unsociable working hours, allowances etc. are not covered.
- 37) Loss of wages claims whereby the claimant is unable to work for less than 14 consecutive days.
- Loss of wages claims whereby the claimant is not in full time employment at the date of injury.
- 39) Loss of wages claims whereby the claimant is unemployed at the date of injury.
- 40) Loss of wages claims whereby the claimant is in receipt of sick pay for the duration of the period unfit to work.
- 41) Loss of wages claims whereby the duration of the period of unfitness to work has not been medically certified by a GP \ Consultant.
- 42) Loss of wages claims in excess of the Benefit Fund limit of 26 weeks less the 1<sup>st</sup> week excess.
- 43) If a third-party medical provider pays out a medical \ dental expense claim in respect of the claimant, the third-party medical provider may not seek reimbursement from the GAA Injury Benefit Fund.
- 44) Injuries sustained at unauthorised \ unofficial competitions, charity events, recreational activities, fundraisers etc.
- 45) If it is discovered during the assessment of the claim, that the claimant \ unit have sought to make a fraudulent claim under the GAA Injury Benefit Fund, the claim will be declined in its entirety.
- 46) If the affiliated unit has submitted an Injury Fund claim for which legal correspondence is also received in and it is discovered that the affiliated unit are in breach of the Liability Insurance Program, the Injury Fund claim will be declined in its entirety.
- 47) If it is discovered during the assessment of the claim, that the claimant \ unit have breached data protection legislation including the General Data Protection Regulation (GDPR) and Data Protection Act 2018, the Injury Fund claim will be declined in its entirety.
- 48) If a member \ non-member sustains an injury on the club premises, there is no cover for that injury within the terms of the GAA Injury Benefit Fund.
- 49) Injuries sustained to members \ non-members performing designated duties within the club.

### **Claims Information - General**

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- 1) Allianz are the appointed professional claims handlers for the Fund and have responsibility for the day-to-day handling of the claims received under the Fund.
- 2) Please note that Allianz do not handle claims relating to Handball or Rounders. Please email <u>ciara.clarke@gaa.ie</u> with regards to same.
- 3) If a player returns to play after an injury and he is reinjured a new claim must be reported. In other words, a new claim must be submitted for every injury that occurs. Failure to do so may result in the non-payment of benefits.
- 4) All payments in respect of claims will be made by Allianz by electronic transfer.
- 5) The only time frame with notifying the injury is that the player \ parent \ guardian must notify the injury to the GAA unit within 60 days of the injury date, Injury date is day 1.

### Submitting a claim

- All claims must be notified on Foireann by either the player or in the case of a you, a parent \ guardian may notify the claim on their behalf.
- If you do not have an active Foireann account, please contact your club registrar.
- A player must have a valid membership number against their membership record to allow a claim to be registered.
- A player must be a paid member on Foireann at the injury date to be eligible to claim.
- All claims must be notified to the GAA unit the person was injured playing \ training with within 60 days of the injury date injury date is day 1.
- Once the claim is notified, it will be sent to the noted GAA unit for validation.
- To validate a claim, the GAA unit will be asked to review the details submitted and to upload supporting documents to validate the claim – a referee's report if the injury occurs during an official fixture \ sanctioned challenge match or a letter on the GAA units headed paper confirming that the injury occurred at an official collective supervised training session.
- Once validated, the claim will go to Allianz for processing and the player \ parent \ guardian will receive notification of this.
- Allianz will contact the player \ parent \ guardian via email with the documents required to resolve the claim.
- The player \ parent \ guardian will be responsible for uploading the requested claims documents via a link that Allianz will give.
- If the claim is payable, Allianz will issue payments via electronic transfer.
- If the claim is not payable, Allianz will request the required information to resolve the claim.
- Please note that if a unit has not paid their 2025 Injury Fund fees, they will not be able to validate the claim record until such time that the fees are paid.
- The GAA unit is entitled to reject a submitted notification if the notification contains incorrect information.
- The player \ parent \ guardian will receive notification of the rejected claim, and they will be asked to submit a new notification.



Please see the following links which gives the information on notifying a claim and how a claim is validated.

Injury Fund Notifications - Gaelic Athletic Association

### Documents required to resolve a claim

### Medical \ Dental Claims - where the player has no private medical insurance

- A completed medical section signed and stamped by a GP \ Consultant or Dentist
- Medical \ Dental receipts invoices are not acceptable

### Medical \ Dental Claims - where the player has private medical insurance

- A completed medical section signed and stamped by a GP \ Consultant or Dentist
- Medical \ Dental receipts invoices are not acceptable
- A statement of account from the private medical insurer confirming any entitlement to benefit or not

### Loss of Wages – Employee

- A completed medical section signed and stamped by a GP \ Consultant
- A completed employer section signed and stamped by your employer
- A completed social welfare \ statutory sick pay section signed and stamped by the Department of Social Protection (ROI) or your employer (NI) confirming any entitlement or not to benefit. A claim must be made for benefit
- Copies of 3 wage slips dated prior to your injury date

### Loss of Wages – Self Employed

- A completed medical section signed and stamped by a GP \ Consultant
- A completed Self-Employed section completed by the Claimant
- A completed social welfare \ statutory sick pay section signed and stamped by the Department of Social Protection (ROI) or the Department of Communities (NI) confirming any entitlement or not to benefit. A claim must be made for benefit
- A letter from the claimant's accountant detailing the claimant's earnings for the 3 months prior to the Injury Date

### Helpful information to assist with the claims process

### Medical \ Dental Claims

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- Medical Section to be completed by Doctor / Dentist ONLY. If no stamp is available, please ensure that the Doctor / Dentist attach a letter on official paper confirming that the details are correct.
- When registering a claim on-line, confirmation whether the injured player has any third-party medical insurance must be completed to enable the claim to be assessed as the benefit fund only provides cover for non-recoverable costs up to the limits of the fund.
- Original official medical or dental receipts must be scanned (invoices are not acceptable) copies of medical or dental receipts will only be acceptable whereby a claimant has made a claim with his or her third-party medical insurance provider and the original receipts have been provided to the private medical insurer. If we receive in original official medical or dental receipts and if it is uncovered that a claimant has third party private medical insurance, the original medical or receipts will be returned to enable the claimant to make a claim with their third party private medical insurer.
- Unpaid Invoices, estimates, quotations or handwritten paid invoices are not acceptable.
- If you have cover under the Public Health System \ National Health Service, you must avail of cover under the appropriate system before seeking to submit a claim under the GAA Injury Benefit Fund.
- If you have private medical insurance e.g., VHI, Laya Health Care, Irish Life Health, BUPA etc. or cover under any Personal Accident policy, a claim must be made with your private medical \personal accident provider for both inpatient\* and outpatient\* medical expenses. Therefore, you must submit all your original medical receipts to your private medical insurer \personal accident provider. Once you submit your original medical receipts, your private third-party medical insurer will assess your claim and provide you with an inpatient\* \ outpatient\* statement of account\* clearly stating the benefits that they have covered or not covered. A copy of this statement of account\* must be submitted under the GAA Injury Benefit fund.
- If the third party private medical insurer declines a claim, Allianz be provided with the letter detailing the reasons for the declinature. It is not acceptable for Allianz to receive in a letter stating that no claim has been made with the third party private medical insurer.
- Post-operative treatment cover will only be considered whereby a claimant has undergone surgery which can be defined as treatment administered by a surgeon by the act of incision on an anaesthetised patient (whether conscious or unconscious) to investigate and \ or treat a condition to help improve bodily function that has been damaged or injured because of GAA playing activity. This does not include treatments using a local anaesthetic for injections or manipulation used in treating dislocations.



• If it is noted on the claim notification that the claimant has no third party private medical insurance and it is subsequently established that the claimant has cover, Allianz will request in writing a full explanation as to why the incorrect details were advised and will instruct the claimant to make a claim with the third party private medical provider. Allianz will refer such cases to Cumann Lúthchleas Gael for further investigation.

### Loss of Wages claims

- Loss of wages Employers section must be completed by the claimant's employer only. If no company stamp is available, please ensure that the employer attaches a letter on company headed paper confirming that the details are correct.
- A letter from the employer's accountant should be provided if there is no company stamp available in employer section or if there appears to be a family connection (Employee/Employer).
- If the self-employed claimant\* has no accountant, a letter from the claimant's Solicitor / Tax Advisor must be submitted.
- Loss of Wages claims are only applicable to those who are in full time employment\* at the date of injury. Employment means permanent gainful employment of not less than16 hours a week. The claimant must be unable to work for a minimum of 14 consecutive days.
- Items such as overtime, bonuses, unsociable working hours, allowances etc. are not covered. If the claimant is receiving full sick pay from his employer, a loss of wages claim cannot be considered as the fund only cover's the loss of basic nett weekly wage\*.
- A claim for Social Welfare Benefit / Statutory Sick Pay / Social Security Agency Payment must be made in all cases for employees and self-employed claimants\*, it is not acceptable to state no claim made. The Social Welfare, Statutory Sick Pay \ Social Security Agency Section of the claim form must be completed for all loss of wages claims. Failure to have same completed will result in delays with the assessment of the claim.
- Sick Certificates/Medical Certificates are not acceptable for confirmation of the period of disability.
- Please note that loss of wages payments can only be issued up the date that the doctor has completed and signed the medical section on the condition that there is a minimum of 14 days from the date of injury until the date on which the doctor signed the medical section.
- If Allianz issue payment for a loss of wages claim, and you are still unable to work, Allianz will issue a loss of wages continuation claim form which must be completed in full and returned to Allianz.
- As part of the assessment of ongoing loss of wages claims, a player maybe asked to attend an independent medical examination or medical information sought from the player's GP \ Consultant. A player will be informed of such requests.



### **Data Protection**

### DATA PROTECTION NOTICE

The following Information is being provided to you as outlined in the General Data Protection Regulation (GDPR). It is intended to inform you of how your Personal Data related to the Injury Benefit Fund will be used, by whom and for what purposes. If you are unclear on any aspect of this form, or want any further information, please contact the GAA's Data Protection Officer at dataprotection@gaa.ie.

### Who is the data controller?

The GAA and Allianz are joint Data Controllers of the Personal Data contained within the Injury Benefit Fund.

### What is the purpose of processing my Personal Data?

The purpose for processing your Personal Data is to assess your GAA Injury Benefit Fund Claim. What is the legal basis?

Processing your personal data for the purpose of assessing your GAA Injury Benefit Fund Claim is on the basis of your explicit consent as per Article 9(2)(a) of the GDPR.

### Can my Personal Data be accessed by anyone else?

Your Personal Data will also be accessed by the GAA's Injury Fund Administrators, Allianz in order to assess your claim.

### Where is your Personal Data stored?

Your data will be stored electronically on the GAA's secure Injury Benefit Fund System which is provided by Dawson Andrews.

### Who are Dawson Andrews?

Dawson Andrews are the GAA's Data Processor. We have a contract in place with Dawson Andrews to ensure your personal data is processed fairly and in line with all appropriate legislation.

### How long will your Personal Data be stored for?

Your Personal Data will be held for 7 years.

### How can I obtain a copy of my Personal Data?

You have the right to request a copy of all of your Personal Data and can do so by contacting us. This information will be provided to you within one month.

### What are my rights relating to my Personal Data?

You have the right to have your Personal Data updated, rectified, or deleted in certain circumstances. You have the right to object to your Personal Data being processed and to withdraw your consent to processing - You can do so by contacting us.

### Where can I get further information?

Further information regarding your rights can be obtained through the Data Protection Commission (DPC)'s website at <u>www.dataprotection.ie</u>.

### How do I make a complaint or report a breach?

Should you wish to make a complaint or report a breach under in relation to your Personal Data, you can do so via webform on the DPC's website at <u>www.dataprotection.ie</u>



### **Complaints Procedure**

- If a Claimant is dissatisfied with the handling of a claim, the claimant must firstly write to Allianz setting out in detail their complaint.
- Allianz maybe contacted by emailing gaainjuryfund@allianz.ie
- Upon receipt of the complaint, Allianz shall notify GAA of the complaint received, acknowledge same to the complainant within one business day. Allianz will fully investigate same and issue a response in writing to the claimant within 5 business days.
- If the claimant remains dissatisfied with the complaint, the claimant can refer the complaint in writing to the following via email <u>ciara.clarke@gaa.ie</u>
  - GAA Management Committee C\O GAA Injury Fund Manager, Páirc an Chrócaigh Baile Atha Cliath 3
- The GAA Management Committee are appointed by Uachtarán CLG and ratified by Central Council. The GAA Management Committee shall investigate the case in full and make a decision accordingly. The decision of the GAA Management Committee is final.
- It is important to note that if a claimant seeks the services of a Solicitor to deal with his \ her complaint, there is strictly no legal expenses cover under the GAA Injury Benefit Fund.

The GAA Injury Benefit Fund is not an insurance scheme but a benefit fund in place to assist if there are no other covers in place or to supplement any shortfalls on private covers within the terms of the Fund. "Warning: The provision of this service does not require licensing, registration or authorisation by the Central Bank of Ireland, and as a result is not covered by Central Bank of Ireland rules designed to protect consumers or by a statutory compensation scheme."



### **Fraudulent Claims**

If any Claimant\* makes or tries to make a dishonest claim under the GAA Injury Benefit Fund, Cumann Lúthchleas Gael have the right to:

- Cancel the Claimant's membership of Cumann Lúthchleas Gael
- Cancel the unit's cover under the GAA Injury Benefit Fund and refuse to repay any subscriptions received.
- Refuse to pay any benefits for the Claimant\*.
- Request that the Claimant\* reimburses the GAA Injury Benefit Fund for payments issued that the Claimant\* is not entitled to.
- Impose appropriate punishments and sanctions as decided upon by the GAA Management Committee

All claimants or parents registering the claim on behalf of a minor should be aware that Allianz will undertake regular audits of claims received and, in all instances, where fraud is suspected in respect of a particular claim, a full and comprehensive investigation will be carried out and reported to the GAA Management Committee. In addition, Cumann Lúthchleas Gael reserves the right to refer the details of any claim submitted which is in any respect fraudulent to the appropriate authorities in order to prosecute the member.

Examples of fraudulent claims discovered but not limited to:

- Registering a claim has no third party private medical insurance and it is subsequently discovered that the claimant has cover.
- Seeking to claim loss of wages benefit although the claimant\* is fit to work.
- Notifying a claim with an incorrect injury date to bypass the 60-day reporting condition.

### Contact Information: Allianz

Email:gaainjuryfund@allianz.ie

Telephone: 01 6133559

**GAA** Email: ciara.clarke@gaa.ie

Telephone: 01 8192347



### GLOSSARY

### Accidental bodily injury

Identifiable physical injury to a claimant's body which is caused directly and solely by an accident is not intentionally self-inflicted and does not result from sickness or disease.

### Accident

A sudden, unexpected, and specific event external to the body which occurs at an identifiable time and place.

### **Adult Member**

An Adult is a registered and paid member of the GAA as per the official code who is 18 years of age or over on the 1st of January of the calendar year.

### **Youth Member**

A Youth is a registered and paid member of the GAA as per the official code who is under 18 years of age on the 1st of January of the calendar year.

### Claimant

Shall mean one of the following:

1.1 Registered Players on a team registered with the GAA Injury Benefit Fund who incurs accidental bodily injury:

while playing Hurling, Gaelic Football, Handball or Rounders' only, either during an official competitive fixture or an official sanctioned challenge game or during an official supervised collective team training session.

- 1.2 Match officials' i.e., referees, linesmen or umpires injured while officiating at an official fixture of Hurling, Handball, Gaelic Football or Rounders as specified in 1.1 above.
- 1.3 Voluntary coaches, team managers, selectors and members of official team parties injured during games or training as specified in 1.1 above.

### In-patient Medical \ Dental Expenses

Shall mean expenses for medically necessary treatment which involves in-patient treatment, day care or side room procedures in hospital. Examples of such expenses include hospital accommodation expenses, surgical fees, and anaesthetist fees.

### **Out-patient Medical \ Dental Expenses**

Shall mean expenses for medically necessary treatment which does not involve in-patient treatment, day care or side room procedures in hospital. Examples of such expenses include doctor's fees, out-patient consultations, and post-physiotherapy treatments.

### **Statement of Account**

A document supplied by your private medical insurer outlining the medical receipts which they have received, the amount they have contributed and any shortfall. A **letter from your private medical insurer stating no claims have been made will not be accepted.** 



### An in-patient statement of account

Relates to a claim made for example surgery or overnight stay in hospital. This is usually dealt directly between the private health insurer and the hospital. The private medical insurer will provide a statement detailing the claim and a copy of this must be provided when requested.

### An out-patient statement of account

Relates to any out- patient treatment received for example G.P visits, Consultant visits, MRI Scans, post-op physiotherapy etc. The claimant must make this claim directly through their provider by submitting all original medical receipts. The private medical insurer will provide a statement detailing the claim and a copy of this must be provided when requested.

### **Medical Expenses**

Defined as doctor's fees, consultation fees, surgery fees, prescription charges, injection fees, MRI Scans, and post-operative treatments.

### Surgery

Defined as treatment administered by a surgeon by the act of incision on an anaesthetised patient (whether conscious or unconscious) to investigate and \ or treat a condition to help improve bodily function that has been damaged or injured because of GAA playing activity. This does not include treatments using a local anaesthetic for injections or manipulation used in treating dislocations.

### Excess

Shall mean the first amount of a claim expressed as a monetary amount which the claimant must bear.

### Hospital

Shall mean any establishment which is registered or licenced as a medical or surgical hospital in the country in which it is located and where the claimant is under the constant supervision of a qualified medical practitioner.

### Employment

Shall mean permanent gainful employment of not less than 16 hours a week at the date of the injury.

### **Basic Nett Wages**

Shall mean in the case of a claimant who is an **employee**, basic net wages excluding overtime, bonuses, unsocial working hours payments, commission, or other allowances.

Shall mean in the case of a claimant who is **Self-Employed**, the net income of the business carried on by them as evidenced by the accounts of the previous financial year and \ or such other evidence as may be reasonably requested as verification.

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