

GAA Injury Benefit Fund - Summary

The following details are required in order to **register a claim** under the GAA Injury Benefit Fund

For the injured player:

- Name
- DOB
- Telephone Number
- Email
- Address (Including Eircode)
- Team
- Employment Status (Student, Employed, Unemployed, Self Employed)
- Medical Insurance Details (Provider and Plan Name)

For the Injury:

- Date Injury Incurred
- Activity (Official Match, Sanctioned Challenge Match, Training Session)
- Injury Type (e.g. Jaw, Knee, Arm etc)
- Description of How Injury was incurred

What is the GAA Injury Benefit Fund?

- The GAA Injury Benefit Fund is a Self-funded benefit fund funded entirely from GAA funds with no outside involvement. It is only in place to cover benefits which cannot be claimed elsewhere and is a benefit cover only. It does not seek to compensate fully for Injuries sustained but to supplement other Schemes such as Personal Accident or Health Insurance. 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.
- The GAA Injury Benefit Fund applies to Registered Players as per the Official Guide who play on a team registered with the GAA Injury Benefit Fund who incur accidental bodily injury while playing Hurling or Gaelic Football either in the course of an official competitive Fixture or an Official Sanctioned challenge match or the course of an official supervised training session. There is no cover under the GAA Injury Benefit Fund for injuries sustained at unauthorised \ unofficial competitions, charity events, recreational activities and fundraisers.
- **Any Claim under the GAA Injury Benefit Fund must be formally registered with the GAA within 60 days of incurring the injury. It is essential that you notify the Club Secretary within 14 days of incurring an accidental bodily injury that may lead to a claim under the Benefit Fund**

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- Employment Status (Student, Employed, Unemployed, Self Employed)
- Medical Insurance Details (Provider and Plan Name)

For the Injury:

- Date Injury Incurred
 - Activity (Official Match, Sanctioned Challenge Match, Training Session)
 - Injury Type (e.g. Jaw, Knee, Arm etc)
 - Description of How Injury was incurred
- Where injury is incurred in a match, please ensure that your team coach/manager contacts the match referee to ensure details of the injury are included in his report.

Benefits of GAA Injury Benefit Fund?

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

1) **Medical** – Otherwise unrecoverable inpatient* and outpatient* medical expenses are covered up to a maximum of €4,500.00 (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 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 covered up to two years after the Injury date. For example, if the injury date is the 01/02/2020, unrecoverable medical expenses associated with the injury sustained on that date will only be covered up to the 31/01/2022

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

There is no cover for pre-operative physiotherapy \ treatments 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

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help improve bodily function that has been damaged or injured as a result 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 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 of 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.

Dental Benefit – otherwise unrecoverable dental expenses up to a maximum of €4,500.00. **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 covered up to two years after the Injury date. For example, if the injury date is the 01/02/2020, unrecoverable dental expenses associated with the injury sustained on that date will only be covered up to the 31/01/2022

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 €300.00 per week

As part of the assessment of the loss of wages claim, a claimant* will be requested to go for an Independent Medical Examination once the claimant has received 8 weeks loss of wages benefit. Details of the appointment for the Independent Medical Examination will be communicated in writing by DWF Claims to the club Injury Fund administrator to give to the claimant. No further loss of wages payments will be considered beyond 8 weeks until DWF Claims receive the report from the Independent Medical Examiner.

From time to time DWF Claims may use their discretion in not sending a claimant for an Independent Medical Examination depending on the nature of the injury sustained. A request for a medical report from the claimant's GP \ consultant may also be requested as part of the assessment of the loss of wages claim.

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Exclusions and Limitations

1) Claims reported more than 60 days after the Injury date.

2) If a claimant is not registered on the GAA Management System as a registered member of the Association as per the Official Guide

3) Medical or dental treatment undertaken outside the Island of Ireland

4) Medical or dental expenses incurred two years after the date of injury

5) Medical or dental invoices

6) Claims not reported using the mandatory On-line application

7) If a club fails to register their teams under the GAA Benefit Fund by the March 2 2020 and pay the appropriate subscriptions, no claims will be considered for that club for the corresponding year.

8) 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

9) Damage to or loss of personal effects, accommodation, travel expenses and sustenance.

10) Legal expenses.

11) Cost of completion of the medical section of the claim form.

12) 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 Guide, the claim will be declined.

13) If a claimant sustains an injury while participating in Gaelic Football and he \ she is not wearing a mouthguard as per the Official Guide, the claim will be declined.

14) Any circumstances where the injury noted conflicts with the Official Guide and GAA Best practice guidelines issued.

15) Sick certificates \ Medical certificates are not acceptable for confirmation of period of disability.

16) Non-medical expense items such as gym equipment, gym memberships, orthotics, mouth guards etc.

17) Pre- operative physiotherapy and other associated treatments.

18) Pre-injury prevention and Post Injury prevention treatments are specifically excluded from cover

19) Post-operative physiotherapy and other associated treatments which have not been medically prescribed by a GP \ Consultant.

20) Post-operative physiotherapy and other associated treatments that are greater than the limit of €320.00.

21) Cosmetic and elective procedures.

22) If a claimant goes against medical advice given by a doctor \ consultant \ dentist and subsequently is involved in playing activity and sustains an injury

23) If a claimant sustains an injury while playing on snow, ice or a pitch that was deemed unfit to play

24) If an injury occurs whilst playing, training on GAA owned synthetic surfaces which have not been registered and certified on the GAA Synthetic Pitch Register

25) Loss of wages claims – overtime, commission, bonuses, unsociable working hours, allowances etc. are not covered.

26) 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 each and every injury that occurs. Failure to do so may result in the non-payment of benefits.

27) Medical and dental expenses that are greater than the €4500.00 fund limit.

28) 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.

29) Medical and dental receipts that pre-date the date of injury.

30) Hospitalisation claims whereby the claimant is hospitalised for less than 10 consecutive days.

31) Loss of wages claims whereby the claimant is unable to work for less than 14 consecutive days.

32) Loss of wages claims whereby the claimant is not in full time employment at the date of injury.

33) Loss of wages claims whereby the claimant is unemployed at the date of injury.

34) Loss of wages claims whereby the claimant is in receipt of sick pay for the duration of the period unfit to work.

35) Loss of wages claims whereby the duration of the period of unfitness to work has not been medically certified by a GP \ Consultant.

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- 36) Loss of wages claims in excess of the Benefit Fund limit of 26 weeks less the 1st week excess
- 37) 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.
- 38) Injuries sustained at unauthorised \ unofficial competitions, charity events, recreational activities and fundraisers
- 39) If it is discovered during the assessment of the claim, that the claimant \ club have sought to make a fraudulent claim under the GAA Injury Benefit Fund, the claim will be declined in its entirety.
- 40) 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.
- 41) If it is discovered during the assessment of the claim, that the claimant \ club 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
- 42) If a social member \ non-playing or non-coaching member sustains an injury on the club premises, there is no cover for that injury within the terms of the GAA Injury Benefit Fund.
- 43) Injuries sustained to members \ non-members performing designated duties within the club