



Club Manual

Insurance and Injury Schemes

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GAA



Insurance and Injury Schemes

This chapter covers the various insurance schemes that operate in clubs and the GAA Injury Scheme. It is critical that clubs have the correct insurance cover in place and that clubs take all the necessary steps to make the club a safe environment for everyone.

The topics covered in this chapter are:

- **Public Liability**
- **Employers Liability**
- **The GAA Block Hirers Policy**
- **Property Insurance**
- **GAA Injury Scheme**
- **Club Health and safety statement**

1: Public Liability

“Participation in the Public Liability scheme is compulsory on all GAA units”.

The policy provides cover up to €127m in respect of any one occurrence, or all occurrences of a series consequent on or attributable to one source or original cause. There is an excess €1.50 m (The excess applies over both the Employers and Public Liability covers) which means that the GAA pays the first €1.50m in claims in any one year. In effect this means that the GAA are largely their own Public/Employers Liability Insurers: It is therefore imperative that clubs take all reasonable steps to prevent accidents and ensure that claims are kept to a minimum.

The club is responsible for minor claims and in this regard it is a condition of the Public Liability Programme that an excess of €1,000 shall apply to each and every claim.

Participation in the Public Liability scheme is compulsory on all GAA units. The Scheme covers the GAA as a Sports and Cultural organisation involved in fundraising, social, recreational, sports and other incidental activities. The GAA

public liability will cover all the GAA sponsored FÁS schemes.

In addition to the standard Policy Exclusions, the list of activities set out below under the Hirer Policy are also applicable under the main GAA Liability Programme.

All clubs contribute considerable monies each year to fund the Public and Employers Liability insurance. Therefore, all clubs have a vested interest and indeed a responsibility to ensure that claims are kept to a minimum.

Public Liability indemnifies the club against claims by members of the public visiting our grounds, club houses and or other properties against accidental loss or injury. The key to avoiding such claims is the introduction and practice of good risk management and hazard reduction measures.

In relation to non-GAA events taking place at club premises, the GAA have replaced the Hirers Insurance Scheme with a Block Hirer Policy which covers all clubs who

let out their facilities for hire. This Policy came into effect from 1st January and in the event of a claim, the club will be responsible for the first €1,500 of each and every claim

In the interest of Safety of Players and spectators it should be ensured that:

- Obstacles such as sideline seating, corner posts or walls should be a reasonable and safe distance from the sidelines/endlines.
- Dangerous objects such as cement blocks should not be left lying around or ladders left lying against walls which might tempt children to climb.
- Barbed wire fencing should be removed from all grounds.
- Great care should be taken with Juvenile Goal Posts. They should be manufactured by a recognized firm and conform to NSAI IS 356 and IS 357 safety standards. Goalposts should be anchored in accordance with the

guidelines.

- Clubs with Bars should make sure that there are fire extinguishers in place, emergency lighting and fire alarms installed to scale, exit doors have panic bolts fitted and all exit routes are clearly marked and keep clear.

Where the GAA uses property of others, the GAA Public Liability Insurance automatically transfers to this property while in GAA use and covers the legal liability of the GAA club only. In the event of this property being a farmer's field used for car parking, the GAA will only be liable where injury or loss is sustained due to its negligence. If the negligence is that of the farmer it is his Public Liability Insurance which will be called upon. The club cannot take out insurance to indemnify against the negligence of another party. The Farmer should extend his own Public Liability Insurance to cover an event such as this if his existing insurance does not already cover it.

In the event of a local farmer using his tractor on Club Property to mow the field or other work, the farmer should extend his insurance cover with his own insurer if his existing insurance does not already cover such usage.

As mechanically propelled vehicles are not insured under the Public Liability Insurance, Clubs that own Tractor(s) or Ride on Mower(s) should have them insured whether or not they are used on the public highway. The car park area within a club premises is deemed to fall under the Road Traffic Act and hence motor insurance is required.



2: Employers Liability

This policy provides cover up to €63 in respect of any one occurrence. The GAA is responsible for the first €1.50m of Employer/Public Liability claims during any one period of insurance.

Participation in this scheme is compulsory for all GAA units

The scheme provides for indemnity against all sums that the association shall become legally liable to pay as compensation for claimant's costs and expenses in respect of accidental bodily injury to any employee arising out of and in the course of his/her employment by the association. This covers the legal liability of clubs to persons employed under GAA sponsored FÁS schemes on GAA property. It should be noted however that cover only applies in respect of employees directly under the control of the GAA unit and where the club is the sponsor of the FÁS scheme.

Clubs can be negligent if they fail to:

- Provide suitable and safe equipment
- Provide safe place of work
- Provide a safe system of work
- Engage suitable and competent employees

The cover under the Employers Liability Policies is subject to the policy terms, conditions and exceptions.

Contractors on GAA Property should produce evidence of their insurance with the following limits:-

- Employers Liability – Indemnity Limit €13m
- Public/Products Liability – Indemnity Limit €6.5m

In the event of major building work taking place the contractor should also have in place a 'Contractors All Risks Policy' with a sum insured to the value of the contract.

The policies should also include a specific Indemnity to Cumann Lúthchleas Gael/The Club.

3: The GAA Block Hirers Policy

The Club Hirer Scheme has been replaced by the GAA Block Hirer Policy. This Policy will run alongside the main policy with a separate premium charged for the Hirer Policy and is subject to an excess of €1,500 each and every claim. This excess will be the responsibility of the club.

The main purpose of the separate policy is to eliminate non-GAA claims from the main GAA Insurance Programme and therefore clubs with facilities for hire will be allocated a separate charge and this will allow them incorporate an insurance charge to the hirer for use of the facilities.

Whilst this policy is in place it does not eliminate the requirement that organisations, such as, Creches, Gaelscoil, Aerobic, Art and Dance Classes etc should continue to be asked to produce evidence of their insurance with minimum Indemnity Limits of €13m Employers Liability and €6.5m Public Liability.

Their Insurance details should include a specific Indemnity to Cumann Lúthchleas Gael/ Club

The following activities are EXCLUDED under both the CLG Insurance Programme and the Block Hirer Policy unless agreed in advance on a case by case basis with the National Insurance Work Group:-

- Any event where the attendance exceeds 500 persons.
- Mechanical Rides and/or Amusement Devices/Fairgrounds/Machinery/Circuses/Motorised vehicles.
- Bouncing Castles/Inflatables and/or Trampolines.
- Motorised Sports/Racing/Aircraft or other Aerial Devices.
- Showjumping.
- Horse Racing.

- Donkey Derbies or the use of Animals (other than domestic cats and dogs)
- Bunjee Jumping.
- Parachute Jumping.
- Abseiling or Rock Climbing or other dangerous activities.
- Rock or Pop Concerts.
- Fireworks Displays.
- Dances/Discos run on a commercial basis for the personal benefits of the Hirer or their Shareholders.



What will the Hirer Policy not cover?

Leased Property:

- (a) If any portion of a GAA Property is leased it is imperative that a lease is in place for no more than 4 years and 9 months.
- (b) The lessee is required to produce evidence of their insurance with Indemnity Limits of €13m for Employers Liability (if applicable) and Public/Products Liability of €6.5m
- (c) The Policies should include an Specific Indemnity to Cumann Lúthchleas Gael/Club.

Gyms

If a Gym is operated by a GAA Club on a commercial basis, separate insurance needs to be in place with similar limits as above.

4: Property Insurance

This policy is compulsory on all clubs. The insurer is Chartis Insurance Ireland Ltd. The cover available is the broadest and best available and is competitively priced.

Insured Perils are:

- Fire;
- Lightning;
- Explosion;
- Storm;
- Flood;
- Burst Pipes;
- Glass Breakage (accidental breakage of all fixed glass or sanitary fittings)
- Theft and Subsidence.

Buildings

The limit of liability following loss destruction or damage to any club premises shall not exceed €10,000,000 at any one location except where otherwise stated.

Contents and Stock

The limit of liability following loss destruction or damage shall not exceed 25% of the Building sum insured at the premises unless otherwise stated.

Ball Stopping Nets

Cover in respect of Ball Stopping Nets which are fitted with either a manual or an automatic roll back facility is subject to the following condition:- Cover does not operate in the event of Clubs failing to withdraw the nets when not in use.

Gross Revenue

The limit of liability shall not exceed 25% of the building sum insured (unless otherwise stated) due to an interruption of the business as a result of the occurrence of an insured peril.



“In the event of a third party not producing their insurance, then access to the premises is to be denied”.

For clubs with bars the following is available:

Loss of Money

whilst on club premises during business hours or in transit to a bank – Limit €16,500 (subject to custodial Warranty)

The club is liable for the first €4,000 of each and every claim except flood which has an excess of €25,000 each and every claim under the GAA Property Programme.

It is essential that clubs with bars ensure that fire detection and security systems is fitted and maintained. All external doors should be non-penetrable and fitted with appropriate mortice deadlock, windows/skylights should be reinforced with steel mesh/bars. Bar stock and fixtures should be kept further secured by installation of an alarm system linked to a security company. Fire blankets and fire extinguishers to scale should be installed and employees trained in their proper use.

Valuables items such as computers, televisions etc. are also

covered under All-risks property policy

Third Party (Outside Bodies) usage of GAA property

It cannot be emphasized strongly enough the importance of ensuring that outside bodies, which are granted the use of GAA facilities, have current liability insurances in place which are appropriately extended to provide a specific indemnity to the clubs and the Association for the duration of their usage/occupancy of the GAA property in question.

In the event of the third party not producing their insurance, then access to the premises is to be denied.

5: GAA Injury Scheme

This is a mandatory scheme and provides benefit to members playing the national games of Hurling, Gaelic Football, Handball and Rounders whose clubs are registered with the scheme and to accredited club personnel performing designated duties in connection with the activities of Clubs registered in the Scheme.

The GAA Injury Scheme does not seek to compensate fully for injury but to supplement other Schemes. Ultimately, the responsibility to ensure that adequate cover is in place lies with the individual member, commensurate with his specific needs.

The scheme applies to:

- 1.1** Players on a team registered with the Scheme who incur accidental injury while playing Hurling, Gaelic Football, Handball or Rounders only, either:
 - (a) in the course of an official competitive game or a challenge game or
 - (b) in the course of an official and supervised team training session.
- 1.2** Match officials i.e. referees, linesmen or umpires injured whilst officiating at an official game of Hurling, Handball, Gaelic Football or Rounders as specified in Rule 1.1
- 1.3** Voluntary coaches, team managers, selectors and members of official team parties injured during games or training as specified in Rule 1.1

“The GAA has operated an injury scheme in one way or another since 1929”.

- 1.4** Members performing designated duties under request/instruction of an authorised Club Officer, in a strictly voluntary capacity, on GAA property or on property under the exclusive use of the GAA.
- 2** The scheme covers Adult and Youth members of the GAA and, also, players registered with the Scheme through Primary, Post-Primary and Third-level Schools and Colleges and Inter-Firm Units
- 3** For the purpose of the Scheme, an Adult is a Full Registered member of the GAA who was 18 years of age or over on registration of his team(s) with the Scheme.
- 4** A Youth is a Youth member of the GAA who was under 18 years of age on registration of his team(s) with the Scheme.

Lifetime Disability Benefit (Payable in addition to any other benefit) €300,000

A single identifiable occurrence on the field of play resulting in permanent total physical paralysis such that the Insured Person is confined to a wheelchair for life.

(i) Capital Benefits

Permanent Total Disablement from gainful employment	€100,000
Loss of Sight	€100,000
Permanent Partial Loss of Sight	Up to €100,000
Loss of Limb(s)	€100,000
Complete and incurable paralysis	€100,000

All above benefits Less any Loss of Wages Benefit claimed

Permanent Partial Disablement ("Continental Scale")

A scale of benefits providing for benefits to a maximum of €50,000 for specified disabilities applies. Details are available on request.

(ii) Death Benefit

Adult (or Married Youth)	€50,000
Youth	€25,000

(iii) Medical

Otherwise unrecoverable medical expenses up to a maximum of €4,500. The first €100 of each and every claim is not covered.

(iv) Dental

Otherwise unrecoverable dental expenses up to a maximum of €4,500. The first €100 of each and every claim is not covered.

(v) Supplementary Hospital Benefit

€400 per day's stay in hospital. Benefit only payable if stay is a minimum of 10 consecutive days up to a maximum of 15 days

(vi) Loss of Wages (Applicable (a) to Adults and (b) to Youths who are in full-time employments at the date of injury)

Otherwise unrecoverable loss of basic nett wages (i.e. excluding overtime, bonuses, unsociable working hours etc.) payable up to 52 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:

WEEK 1	NIL
WEEKS 2-4	UP TO €200
WEEKS 5-52	UP TO €400

(vii) Benefits/Conditions and Team Subscriptions

may be altered from time to time at the discretion of C.L.G.

NOTE:

The injury scheme is funded entirely from Club and GAA funds with no outside (e.g.insurance) involvement. There is no legal obligation on the GAA to provide such a scheme. Risk is an inherent factor in sport, as in life. When members voluntarily take part in Club Activities, they accept the risks that such participation may bring. Legal representation is not required and there is strictly no Legal Expenses Cover amongst the benefits provided.

For information purposes only. It does not form any contract and does not purport to deal with all aspects of the GAA Injury Scheme.

5: Safety, Health and Welfare at Work Act (2005)

All clubs should have a Health and Safety Statement. Legally, there is a slight grey area insofar as clubs who don't have employees, are not an employer and the Safety Statement does not apply. In practice this is rare because all clubs have volunteers carrying out various tasks and pay people from time to time to provide a particular service. Therefore, the club requires a Safety Statement.

The Safety Statement is also useful to detail requirements for erecting temporary goalposts (NSAI 356/357 Standards), child welfare and protection arrangements etc. Depending on the size of the club, it can also include event safety requirements in the case of holding major games at the club grounds or where fund raising events are held.

As part of the Health and Safety Statement a risk assessment should be carried out.

What is a Risk Assessment?

Risk assessment is the process of evaluating risks to workers' health and safety from workplace hazards. It is a systematic examination of all aspects of work that considers:

- What could cause injury or harm
- Whether the hazards could be eliminated and, if not,
- What preventive or protective measures are, or should be, in place to control the risks

Employers have a general duty to ensure the safety and health of workers in every aspect related to work and to carry out a risk assessment.

How to assess the risks?

The five-step approach to risk assessment :

- Step 1.** Identifying hazards and those at risk
- Step 2.** Evaluating and prioritising risks

Step 3. Deciding on preventive action

Step 4. Taking action

Step 5. Monitoring and reviewing

The risk assessment must be recorded. Such a record can be used as a basis for:

- information to be passed to the persons concerned
- monitoring to assess whether necessary measures have been introduced
- evidence to be produced for supervisory authorities
- any revision if circumstances change

Full details in regard to completing a Safety Statement/Risk Assessment can be obtained on the web under **Section 19 of the Safety, Health and Welfare at Work Act 2005.**