



## **ACCIDENT FUND REGULATIONS**

### **1: BASIS OF ESTABLISHMENT**

This fund shall be maintained by periodical levies instituted by the league.

### **2: OBJECTS**

The object of the fund is to assist players and officials of EDFNL in respect of any loss of net income resulting in injury in any game controlled by this league. This assistance will be subject to the limitations set in clause "14". The fund is a provisional one and the League strongly recommends to its clubs that players and officials seek additional or alternative cover.

### **3: CLAIMS ADMISSIBLE**

Claims admissible shall be those resulting from injury sustained by an official or by a player as a member of a team playing in a competition or representative match conducted by this league, or sustained in an authorised practice prior to the commencement of the first match with the league each year for all players - so long as they have signed a registration form and it is in the hands of the League Secretary prior to the injury being sustained. To be eligible to claim for net loss of income a player or official must have been in regular employment within seven days of the injury taking place, and must be contracted to take up employment on the first working day following such injury.

Satisfactory proof of such employment and/or contract must be produced to the manager of the Accident Fund.

- Proof shall include doctors' certificate, Centrelink claim form, sickness or Newstart.
- Self-employed persons who make payments to casual workers such as relief milkers, fencing contractors, truck drivers etc. must provide documentation of payments made to these people complete with receipts or a Statutory Declaration, to establish loss of net income.

### **ELIGIBILITY**

Once a player resumes playing football he becomes ineligible to receive any payment from the fund.

### **4: BENEFITS**

As per schedule

## **5: FORMS OF CLAIM**

All injury claimants shall be notified to the Manager of the Accident Fund on the prescribed form within 14 days of occurrence of such injury, such notification to be accompanied by a medical certificate setting out the nature of such injury or injuries and stating whether the injured claimant is fit or unfit to carry on his ordinary work. If a medical certificate cannot be obtained within this period the Manager of this fund must be notified within 14 days that a medical certificate is forthcoming. No claim will be recognised for an injury not notified in accordance with this regulation.

All claims must be in the hands of the Manager on or before the 28<sup>th</sup> day following the Grand Final unless the Manager is notified in writing within the specified time of any delay outside the control of the club concerned which will result in the claim being received after the prescribed time.

All claims must be signed by the secretary of the club concerned or an officer authorised by the club for this purpose.

The medical certificate shall in each case be subject, if required to a confirmatory certificate from a qualified practitioner nominated by the league. In the event of a conflict of opinions expressed in those certificates, the league shall rely on that expressed in the opinion of the nominee.

### ***Sequence of steps to be taken when a player is injured***

- (a) Enter particulars in notification of injury book as soon as practical. Forward top copy with medical certificate within 14 days. Have player apply for social security benefits as soon as practical.
- (b) Players shall make diligent efforts to receive Centrelink benefits and comply with any requests of Centrelink.
- (c) Fill in loss of income form part 1 and 2. Players to get part 3 filled in by his paymaster/employer. Forward to Fund Manager together with details of Centrelink benefits received.

## **6: TREATMENT OF ANNUAL SURPLUS OR DEFICIENCY**

If in any year the total amount of claims paid should exceed the total revenue to the fund for that year, then the deficiency shall be made good from general revenue. If in any year if the total claims should be less than total revenue to the fund of that year, then the surplus accrues to the benefit of the fund.

## **7: CAPITAL**

The objective capital of the fund is \$20,000. The surplus (if any) shall be dealt with in accordance with the league.

## **8: APPEALS PROCEDURE**

In the event of a player being dissatisfied with a claim that has been unsuccessful or has a dispute with the Accident Fund Manager, then a written appeal must be lodged with the League Secretary within 14 days of notification from the Accident Fund Manager. This appeal must be lodged through the players club and be countersigned by the clubs president or secretary. The appeal should outline the nature of the complaint.

## **9: INTERPRETATION**

In the event of doubt or uncertainty of the interpretations the matter in doubt may be referred to the Trustees for decision and such decision shall be final.

## **10: TRUSTEES**

The trustees have been removed. The fund is now to be controlled by the Board of Management and a Manager appointed by the Board of Management annually. Discussions on the rules shall be had at the League Annual General Meeting or joint meetings with the clubs during the season and any changes to the rules shall be approved at the AGM or a Special Meeting.

## **SIGNING OF CHEQUES**

All cheques drawn on the fund shall be signed by the Manager and/or Treasurer.

## **11: ADMINISTRATION**

The administration of the fund shall be entrusted to the Manager, who shall be appointed annually at a salary to be determined by the league, such salary to be received from year to year. This salary is to be paid from the leagues General Account and not this fund. The Manager shall table a report on the progress of the fund together with a bank statement at each meeting of the league.

## **12: AUDITOR**

The Auditor of the fund shall be the Auditor of the league.

## **13: ALTERATIONS OF REGULATIONS**

These regulations shall not be altered or amended except by a majority of not less than two-thirds of delegates (present and voting) at a special meeting at which not less than 21 days' notice in writing has been given.

## **14: LUMP SUM NET LOSS INCOME BENEFITS**

If you are fully employed and earning at the time of injury either as an employee or as a self-employed person, and as a result of the injury you are unable to work, a lump sum benefit may be paid, a net loss of income.

- (i) Net income loss is determined firstly by calculating your average weekly earnings rate whilst earnings over the 12 months immediately preceding the injury. Secondly we multiply this rate by the number of weeks of benefit to which you are entitled. We then deduct from this figure any entitlements you may have during this period from Centrelink. The final answer is 'net income loss' figure.
- (ii) Total benefit is not to exceed 100% to total normal income. However the total benefit cannot exceed the maximum levels as set out hereunder.

Week 1	\$275	
Week 2 to 8	\$400	A dependent spouse \$150 a week
Week 9 to 24	\$300	Each dependent child \$50 a week.

Payments from Centrelink (if any) are deducted from the above maximum levels to arrive at the loss of net income payable under this fund.

Notwithstanding the foregoing a subsidy will apply to the maximum income reimbursement where a player has dependents.

(iii) Claims will only be considered after the player has made a claim upon Centrelink. If no claim is made by the player upon Centrelink, then the player is ineligible to make a claim under this fund.

Any player who is deemed ineligible by Centrelink to receive a benefit MUST provide full documentation of the refusal to the Fund Manager.

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