

## **TO THE MEMBER ASSOCIATIONS OF FIFA**

Circular no. 1664

Zurich, 7 March 2019  
SG/rho

### **FIFA Club Protection Programme 2019-2022**

Dear Sir or Madam,

Further to circular letter no. 1656 dated 20 December 2018, we now enclose the revised Technical Bulletin (version 03.19) in respect of the FIFA Club Protection Programme ("CPP") for the period up to 31 December 2022.

#### **Coverage**

It is important to note that the scope of coverage of the CPP is substantially unchanged from the previous period. However, we are pleased to say that there have been some improvements in the compensation cover for clubs. These relate to the removal of certain cover exclusions.

As before, the programme is designed to provide compensation (based on the player's fixed salary) for football clubs in the event that "A" representative team football players participating for their association suffer a temporary total disablement, which lasts for more than 28 consecutive days, as a result of bodily injuries caused by an accident during the operative time of matches covered by the CPP.

We kindly advise you to read the document carefully and make sure that your relevant staff, as well as those of your professional clubs, receive a copy of this letter and enclosure.

The new Technical Bulletin (version 03.19) governs the terms and conditions for any incidents from 1 January 2019, with the exception of the recent 2019 AFC Asian Cup. For all incidents that occurred during the operative time of this tournament, the previous version of the Technical Bulletin remains the only authoritative document.

## Claims process

The main point to draw to your attention to within the Technical Bulletin relates to the change in programme administrators. From 1 March 2019 onwards, the CPP claims process will be managed by QuestGates UK Ltd (incorporating Hyperion Adjusters Ltd) and a new portal has been established for the reporting of incidents that may result in a compensation claim from clubs. The contact details are contained within the Technical Bulletin, and for your reference, are also below:

Claims reporting: <https://qubeconnex.questgates-portal.co.uk/addmyclaim?id=FIFA>  
Helpline number: +44 (0)1204 563 960

You should, however, note that

- any claims relating to matches covered by the CPP that were completed by the end of 2018, or
- any claims in relation to matches at the recent 2019 AFC Asian Cup

must be still reported through Broadspire using the details for the prior period.

We trust that all of the above and attached information will provide clarity as to the new arrangements for this comprehensive programme and will continue to assist in maintaining strong relationships between clubs and national teams. Should you need any clarification regarding any aspect of the CPP, please contact FIFA at [clubsprotection@fifa.org](mailto:clubsprotection@fifa.org).

Yours faithfully,

FÉDÉRATION INTERNATIONALE  
DE FOOTBALL ASSOCIATION



Fatma Samoura  
Secretary General

cc: - FIFA Council  
- Confederations

# TECHNICAL BULLETIN

FIFA Club Protection Programme

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# TECHNICAL BULLETIN

FIFA Club Protection Programme



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# 1 Introduction

NB. Terms referring to natural persons in this technical bulletin are applicable to both genders.

Professional football players are usually employed by a professional football club based on an employment contract. On this basis, a football player plays matches for his respective football club.

In addition, football players play international “A” matches for the representative team of their respective association. According to article 1 and article 1bis (which came into force on 1 August 2015) of Annexe 1 of the FIFA Regulations on the Status and Transfer of Players, clubs, as employers of football players, are obliged to release football players for matches on dates listed in the international match calendar, published on [www.fifa.com](http://www.fifa.com).

During the release period of such international “A” matches, football players may suffer bodily injuries caused by accidents. As a consequence, a football player can suffer a temporary total disablement (hereinafter: TTD) that prevents him from participating in his football club’s matches. Usually, the football club still has an obligation to pay the football player’s salary based on the employment contract.

Since the football player cannot work for the football club during a TTD, FIFA has decided to provide compensation for the losses encountered by the football club during the period that the football player is temporarily totally disabled (named: FIFA Club Protection Programme).

Below, the details of the coverage and the claims procedure under the programme are defined for the period from 1 January 2019 to 31 December 2022. Please note that the coverage for the Olympic Football Tournaments 2020 is described in Annexe 2.



## 2 FIFA Club Protection Programme

### a) Purpose

The programme will provide compensation (based on the player's fixed annual salary) for football clubs in the event that "A" representative team football players participating for their association suffer a TTD, which lasts for more than 28 consecutive days, as a result of bodily injuries caused by an accident.

The programme will not provide any cover for permanent total disablement or death or for any costs of medical treatment. The programme will compensate the football clubs that employ the injured football player(s).

### b) Matches covered

An international "A" match means a match for which both member associations field their "A" representative team, as defined in the FIFA Regulations Governing International Matches, Definitions section.

#### In general, for the avoidance of doubt, covered are:

- All matches between two "A" representative teams played on the dates of the FIFA international match calendar or on dates covered by the respective release period for such matches as defined in Annexe 1 of the FIFA Regulations on the Status and Transfer of Players, as long as they are also contained in the list of matches published on [www.fifa.com](http://www.fifa.com).
- All friendly international "A" matches played by the "A" representative teams participating in confederation final tournaments, the FIFA World Cup™ final tournament, the FIFA Women's World Cup™ final tournament, and the FIFA Confederations Cup final tournament during the preparation period. Coverage includes football players of both "A" representative teams.

All matches between two "A" representative teams not falling under the conditions described above are not covered.

### c) Extent of compensation provided

#### Which football players are covered?

The FIFA Club Protection Programme will cover all professional football players who are under an employment contract with a football club and released to an association for international "A" matches for the senior women's or men's "A" representative team for which an obligation to release football players exists according to the FIFA Regulations on the Status and Transfer of Players.

Compensation payments are made to the clubs for the period they employ those football players.

All professional football players who are employed by football clubs affiliated to a FIFA member association are protected. A professional football player is a football player who has a signed, written contract with a football club and is paid more for his footballing activity than the expenses he incurs for the same activity. All other football players are considered to be amateurs and are not covered under this programme.

### When are the football players covered?

The football players are covered whilst under the control of the respective member association for official international “A” matches of the “A” representative team, including all playing, practising, training, training matches, travelling and time spent away. Club protection starts from the moment the football player starts his journey from his home or football club address to report for duty with his association and ends at whichever of the two following options occurs first: at midnight local time on the day he returns to his home or football club from international duty, or 48 hours after leaving the “A” representative team, including direct unbroken travel (“operative time”).

For the avoidance of doubt, each and every match and/or tournament protected under this programme only has one “operative time”. The “operative time” does not cease during short period interruptions, especially not during protected tournaments (e.g. short trips by football players to their home address).

### What is covered?

All football clubs are protected in cases of a **TTD as a consequence of an accident** suffered by their players during the “operative time”, which entirely prevents the football player from playing for his club for more than 28 consecutive days.

### What is considered an accident?

An accident is when a football player, at an identifiable time and place during the “operative time”, suffers a bodily injury due to a sudden external force acting on his body. An accident can also be a specific, sudden act of exertion at an identifiable time and place from which the football player suffers a bodily injury.

In addition to these defined accidents, heart attacks and strokes are also considered accidents.

### What compensation does the programme offer?

The programme compensates football clubs for up to a maximum of EUR 7,500,000 per football player per accident.

The maximum of EUR 7,500,000 is calculated at a daily “pro rata” compensation of up to EUR 20,548 (1/365), which is payable for a maximum of 365 days. The maximum daily compensation is limited to EUR 20,548 per accident.

The maximum capacity (“aggregate limit”) of the FIFA Club Protection Programme is EUR 80,000,000 per annum.

### How is the compensation calculated?

The compensation payable is based solely on the fixed salary that the football club pays directly to the football player as his employer.

“Fixed salary” is defined as the set amount of money paid in weekly or monthly instalments, including mandatory social security charges, as stipulated in a written and signed contract between the football club and the football player.

Compensation **will not include** variable amounts, one-off payments, payments not made on a regular basis or any bonuses, including but not limited to performance or signing-on bonuses, appearance fees and/or expenses. Any amounts due on the basis of the provision of services of a different kind, irrespective of whatever nature and whether agreed under a separate contract or not, are also not covered.

The relevant football player’s salary is the salary according to the contractual situation at the time the accident occurs.

Any new or amended football player contracts agreed in writing and signed before the time of the occurrence of an accident are taken into account.

Increased or decreased salary payments, agreed in writing and signed before the occurrence of the accident, will result in increased or decreased daily compensation with effect from the start date of the new or amended football player’s contract.

If a new football player contract is signed with a different football club after the time of the occurrence of the accident, then daily benefits will continue to be payable to the new football club under the new player contract, provided

that the contract in place at the time of the occurrence of the accident would have continued throughout the period of total disablement. For the avoidance of doubt, the daily benefits at the time of the occurrence of the accident shall be payable unless the salary of the new contract is lower.

### **When does compensation stop?**

Compensation under the FIFA Club Protection Programme stops when either:

- the football player is no longer suffering from a TTD. Payment stops on the date on which the injured football player is able to resume full team training activities and/or participate in matches, whichever is the earlier and irrespective of whether the opportunity to participate exists or not;
- the contract of the football player terminates;
- the football player dies;
- the football player's occupation changes;
- the maximum benefit period of 365 days is exhausted;
- the maximum compensation per accident per football player and/or the maximum capacity ("aggregate limit") of the programme is exhausted.

Payment of daily compensation will exclude the day when the TTD commences, the first consecutive 28 days of disablement (excess period) and the day when the TTD stops.

### **Who will payment be made to?**

Payments within the FIFA Club Protection Programme will be made from FIFA to the football club(s) to which the football player is contracted.

### **Will payments to football clubs be taxed?**

This will differ from country to country. The football clubs are solely responsible for any taxes, levies and other deductions related to the compensation paid by FIFA. FIFA recommends that each football club consult its tax adviser to ensure that any local taxation requirements are fulfilled.

### **Existing injuries: will existing injuries be covered and what is an existing injury?**

Existing injuries at the start of the "operative time" will **not** fall under the compensation scheme, save for the exception for the final tournaments (see the section "What are the exclusions from the FIFA Club Protection Programme?" below).

An existing injury is a physical injury caused by an accidental incident, degeneration or a degenerative condition for which the football player is under medical treatment from a health care practitioner when the "operative time" commences.

Medical treatment means the treatment or medication given to a football player by a health care practitioner for the reason of a physical injury caused by an accidental incident or degeneration or a degenerative condition at the commencement of the “operative time”, unless the medication or treatment is given to a football player to improve his physical condition and general health.

If a football player who is suffering from an existing injury plays for his association, the FIFA Club Protection Programme will **not compensate the player’s club for** any loss caused by or consequent upon this existing injury. The exclusion is limited to the injured part of the body.

### **Pre-existing injuries: will pre-existing injuries be covered and what is a pre-existing injury?**

All accidents and/or the consequent bodily injury caused and/or contributed to by pre-existing injuries are covered under the FIFA Club Protection Programme. A pre-existing injury is a physical and/or psychological impairment, defect, degeneration, degenerative condition or infirmity that existed **prior** to the football player joining up for duty with his association. This is to be distinguished from existing injuries, as defined above as when a football player is under medical treatment at the start of the “operative time”, and hence is not covered by the programme.

### **Will recurring injuries be covered?**

Yes, but only injuries recurring within a period of less than 30 consecutive days. If a football player suffers an injury following an accident which occurred while playing for his association and then recovers, but then again suffers a TTD from the same injury within 29 consecutive days and this is medically determined by a health care practitioner, then the FIFA Club Protection Programme will continue to compensate the football club within the limits of the programme.

If the football player returns and works for the football club for 30 or more consecutive days, no compensation will be payable from the programme should that same specific injury reoccur.

### **Will heart attacks and strokes be covered?**

Yes, heart attacks and strokes are covered subject to the definitions below.

Heart attack means an acute episode of heart disease marked by the death or damage of the heart muscle due to insufficient blood supply to the heart (usually as a result of a coronary thrombosis or a coronary occlusion and that is characterised especially by chest pain – also called myocardial infarction).

Stroke means the sudden death of brain cells due to a lack of oxygen, caused by a blockage of blood flow or a rupture of an artery to the brain.

**Will a TTD due to sickness be covered?**

No, there will not be any compensation for sickness.

**Will death and permanent total disablement be covered?**

No.

**Will self-inflicted injuries or attempted suicide be covered?**

No.

**d) Exclusions/conditions**

**What are the exclusions from the FIFA Club Protection Programme?**

Key exclusions include:

- The first 28 consecutive days of injury;
- Any losses caused by or consequent upon the committing of or attempt to commit a felonious or criminal act by the football player or football club;
- Any losses caused by or consequent upon any active involvement of the football players as combatants in a conflict that their legally recognised governing authorities have declared to be a war;
- Any losses caused by or consequent upon:
  - a) War, whether declared or not, between any of the following countries: China, France, the United Kingdom, the Russian Federation and the United States of America, or
  - b) War in Europe, whether declared or not, other than:
    - (i) civil war,
    - (ii) any enforcement action by or on behalf of the United Nations, in which any of the countries stated in a) above or any armed forces thereof are engaged;
- Any losses caused by or consequent upon ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof unless caused by or consequent upon terrorism;
- Any losses caused by or consequent upon sickness (except heart attacks and strokes);
- Any losses caused by or consequent upon existing injuries;
- Any losses caused by or consequent upon death and permanent total disablement.

Football clubs and football players affected by trade and/or economic sanctions, prohibitions or restrictions due to regulations of the United Nations, the European Union, the United Kingdom, the United States of America or any other applicable national economic or trade sanction law or regulations will not be covered and/or not receive compensation payments during the time the sanctions concerned are in force.

**Exception for existing injuries in connection with tournaments (applies to FIFA World Cup™, FIFA Women’s World Cup™, FIFA Confederations Cup and confederation final tournaments):**

If a football player has fully recovered from an existing injury and is no longer receiving any medical treatment during the “operative time” and this has been confirmed in writing by way of the specific attached document (“Fitness for duty/end of medical treatment form”, see Annexe 1) by

- the national team doctor, and
- the club doctor

and provided that up-to-date medical information by MRI report and image, X-ray report and image, CT report and image is received. The information and necessary documents provided will be reviewed, based on medical discretion, within a maximum of two (2) working days following receipt and, if the recovery of the football player has been confirmed in writing, the existing injury exclusion will no longer apply as from the moment of such confirmation.

The use of the “Fitness for duty/end of medical treatment form” attached is mandatory. The handling of this recovery procedure is provided by Fortius Clinic and documents shall be submitted to [FIFA@miller-insurance.com](mailto:FIFA@miller-insurance.com).

**Conditions precedent: compensation will be paid only if:**

1. The notice of loss is submitted according to the loss-handling and adjustment process hereunder within 28 days of the date of the accident, certifying that the football player has suffered a TTD following an accident.
2. The association, the football club and the football player fully cooperate with FIFA or entities appointed by FIFA for the handling of the loss.

Such cooperation shall expressly include providing the sports medical representatives in charge, appointed by the claims handler, with regular and open access to all relevant rehabilitation and medical professionals and documents, including all relevant electronic documents involved in assisting the football player’s recovery from a TTD. The football player has to give permission for the release of all relevant medical records from the medical confidentiality.

The association and the football club must assist and cooperate in obtaining and/or providing any other records/documents deemed necessary to evaluate the incident or loss. This includes but is not limited to a copy of the signed employment contract of the football player, pay slips, calculation of social security charges, and proof of salary payment.

After initial notice of an accident and/or loss, it shall be allowed, as often as may be reasonably necessary, to conduct an examination of the football player.

3. Non-compliance with these conditions can result in non-compensation, as can any fraudulent statements or concealment of material facts, either in the statement made by or on behalf of the football club and/or football player in respect of any accident and/or loss.

## 3 FIFA arrangements and procedures

FIFA has insured its obligation under this programme with recognised international insurers and will pay compensation after it has received indemnification from the insurers. FIFA will provide compensation only to the extent that it receives indemnification from the insurers. The international third-party administrator QuestGates, based in the UK, will perform the claims handling directly with football clubs.

At its own discretion, FIFA may assign rights of its insurance policy related to a specific loss to football clubs directly. The football clubs are obliged to accept such assignment and consequently waive all further rights against FIFA.

No compensation from the programme will be paid if a football club does not agree to these arrangements and procedures.

### Loss-handling and adjustment process

#### i) Loss instructions

The following procedures must be followed by the football club(s) so that claims can be processed properly.

Details of the accident causing injury to the football player must be sent to QuestGates by the football club within **28 days** of the accident **at the latest**. Any claims or losses following accidents reported later than this time period will be rejected.



Following an accident, notification should be sent immediately to QuestGates. For this purpose, QuestGates has established a web-based application for the notification of accidents:

<https://qubeconnex.questgates-portal.co.uk/addmyclaim?id=FIFA>

When a user visits the “addmyclaim” web page, they will be presented with two options:

- Create a new claim
- Send documentation for an existing claim

## ii) Step 1: Claim notification

After logging on to the QuestGates portal, the football club will be asked to:

- Select the preferred language (English, French, German or Spanish);
- Read the data privacy notice;
- Provide details of who is submitting the claim, the football player involved, and the details of the accident.

The football club will be able to upload an unlimited number of documents/photos (including DICOM files) up to 50MB in size.

At a minimum, these documents should include the following details:

- An initial medical certificate written by the association’s doctor
- Any hospital reports, emergency ward reports, MRI scans, X-rays, rehabilitation programmes and other medical documentation that is available
- The name and contact details of the association doctor and club doctor

At the bottom of the “addmyclaim” web page, there will be a “Submit Claim” button, which creates the claim and displays the message:

Your claim has been created successfully. Please note the two references below to allow you to provide additional documentation later if required.

### Case Reference

xxxxxxx

### Access Code

ABCD1234

If you have documentation in connection with this claim, please upload one document at a time. If there are no further documents, please close your web browser.

The Case Reference should be quoted in all future communication with QuestGates, which should be sent to their dedicated email address: FIFAhelp@questgates.co.uk

### iii) Step 2: claim assessment

The QuestGates portal will collate all of the football club's information into a secure document for review and processing by the specialist claims-handling team.

QuestGates will respond to the football club, represented by a designated senior football club official, and may require additional information, including but not limited to:

- An examination and assessment of the injured football player by a medical-legal specialist appointed by QuestGates. Follow-up assessments may be required and QuestGates will notify the football club should this be the case;
- Production of all medical documentation such as reports, certificates, examinations, test results and scans relating to the injury. Relevant MRI, CT, X-ray reports and scans/images should be taken within ten days of the date of the accident and include the football player's name and date of birth. All scans/images shall be in a quality allowing evaluation by the medical examiner. QuestGates will advise the football club as to what documentation is required and at what stage in the loss-assessment process;
- The injured football player's historical medical records. QuestGates will advise the football club as to what documentation is required and at what stage in the loss-assessment process;
- Details of all treatment (medical and rehabilitation) received by the injured football player. QuestGates will advise the football club as to what documentation is required and at what stage in the loss-assessment process;
- Proof of salary and social security charges paid (this must be evidenced in particular through a copy of the **signed** employment contract of the player, pay slips and social security charges calculation);
- All documents shall be provided in English, German, French or Spanish.

QuestGates may disclose, as far as it is necessary, all information provided to its appointed medical-legal specialist and other third parties involved in the assessment of the claim.

The football club will be contacted by QuestGates once the loss has been processed and informed of the result of the procedures.

In accordance with the conditions governing the FIFA Club Protection Programme, the injured football player, the representatives of his football club, and the representatives of the associations are expected and required to cooperate fully with FIFA, QuestGates, medical advisers and any other party involved in the investigation and processing of claims (see “Conditions precedent”).

QuestGates will base the loss assessment upon the accident circumstances as reported by the club. QuestGates may conduct enquiries into the accident circumstances and request further information and documentation from the association or the football club.

Lack of cooperation will result in a claim being rejected.

Confirmation of loss compensation will be provided:

- if the 28 consecutive day excess period has elapsed;
- if the accident occurred within the “operative time” and the loss is not subject to any exclusions (see “Extent of compensation” section);
- if the amount of the loss is proven; and
- subject to all terms and conditions of the FIFA Club Protection Programme.

In the event that the loss is rejected, the football club will be notified in writing with an explanation of the reasons for this decision. If further explanation is required, QuestGates is available to discuss this with the football club. If the football club wishes to dispute the decision, it must inform FIFA immediately.

#### **v) Step 3: payment to the football club**

Compensation is due on a monthly basis within 30 days of agreement of the loss. Prior to the payment being processed by QuestGates, the football club will be required to sign a Form of Discharge. This will record details of the payment(s) to be made. The football club will be required to provide details of the bank account to which payment is to be made by electronic bank transfer. Evidence will be required of the bank account in the form of a letter from the football club providing the bank account details signed by a duly authorised officer of the football club and/or a letter from the banking institution where the account is held, confirming the account details.

Payment will only be made to an account in the name of the football club. No payments will be made to individuals.

Compensation will be paid by FIFA to the football club(s) after FIFA has received the indemnification from the insurers.

It is very important that football clubs notify QuestGates immediately when the injured football player is able to resume (date of recovery) his usual training regime, and/or participate in matches, irrespective of whether fixed terms of matches and training exist or not. The football club shall also notify QuestGates if the football club ceases or changes salary payments to the football player.

**Correspondence/helpline**

It is very important that the loss process is as straightforward as possible. The dedicated email address and helpline may be contacted by the football club at any time:

Email: [FIFAhelp@questgates.co.uk](mailto:FIFAhelp@questgates.co.uk)

Hotline: +44 (0)1204 563960

Due to the sensitive nature of potential losses, QuestGates has established a call-back facility to enable its staff to validate callers and ensure prompt attention by its dedicated staff.

Persons contacting the hotline are required to provide their name, club and the name of the injured football player together with a contact telephone number and the nature of the query. QuestGates will endeavour to respond within one working day.

## 4 Law and jurisdiction

According to the relevant provisions of the FIFA Statutes (articles 57ff.), any disputes between football clubs and FIFA or other football governing bodies arising in relation to the programme are to be submitted to the Court of Arbitration for Sport (CAS).

Disputes between football clubs and one or more insurers in cases of assignments of rights by FIFA to football clubs are subject to Swiss law and to be resolved by means of ad-hoc arbitration. The respective details are set forth in the insurance policy and disclosed to the football clubs concerned upon assignment of rights.

## 5 Privacy/data protection

### a) General

FIFA, the insurers, QuestGates and all parties involved in the FIFA Club Protection Programme respect and value the privacy of personal information, and take their obligations under Data Protection Laws<sup>1</sup> seriously. Personal data is only collected and assessed where necessary in connection with the notification, administration and review of a claim made under the programme. Moreover, sensitive (or “special category”) personal information (such as information pertaining to health) will be collected, processed and disclosed only with the consent of the persons concerned, or where otherwise lawful, such as in respect of compliance with legal obligations.

In the context of their involvement in the FIFA Club Protection Programme, the Programme’s insurers will, for the purposes of the Data Protection Laws, be acting as a controller, and QuestGates will act as a processor on behalf of the insurers. Other parties involved in the Programme, and with whom personal data is shared, (such as FIFA and the reinsurers), will act as controllers in their own right (together with the insurers, the “**Programme Parties**”).

<sup>1</sup> “Data protection laws” means applicable laws governing the protection and/or privacy of personal data or information, including, but not limited to, Regulation (EU) 2016/679 (GDPR) and its implementing regulations and the relevant laws of other international jurisdictions, together with all codes of practice and guidelines issued by data protection authorities or other competent regulatory bodies.

As well as being shared by QuestGates with the Programme Parties, personal data may also be disclosed by Programme Parties to third party medical or legal specialists, or business service providers (such as translators) in order to properly assess the merits of claims made under the Programme. Personal information will not be transferred outside the European Economic Area unless it is to a country or territory which ensures an adequate level of protection, where an adequate level of protection can otherwise be ensured, or where we have the consent of the relevant persons to do so.

### **b) Consent**

In the context of the foregoing, it is the responsibility of the football club(s) or other organisations providing the personal information (including sensitive personal information) of the football player to obtain the player's consent on the basis of the Football Player Consent Form provided by QuestGates, taking into account any additional considerations under the Data Protection Laws of the country concerned. Prior to entering personal information in the QuestGates portal, clubs will be asked to confirm that such consent has been obtained.

### **c) Security**

All Programme Parties take the security of personal data very seriously and, due to the confidential and sensitive nature of the information that will be processed, have implemented appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of or damage to personal data. However, it should be stressed that the football club(s) or other organisations providing personal information to QuestGates also have an important role to play in ensuring the security of personal information whilst in transit to QuestGates, by password protecting documents, uploading larger files to the secure file transfer site made available for this purpose, and avoiding, where possible, the submission of documents in hard-copy form (or, where this is necessary, sending the documents, or encrypted, password-protected portable media, by courier).

### **d) Rights of individuals**

Individuals may have rights under Data Protection Laws to (subject to certain conditions and exemptions) access, restrict or erase personal information, request the correction of inaccurate personal information, or object to the processing of personal information. If football players (or other relevant persons) wish to exercise these or any other rights in respect of the personal information, they should contact QuestGates in the first instance:

FIFAhelp@questgates.co.uk

As explained above, it should be noted that QuestGates, as the programme administrator, acts as a processor on behalf of the insurers, and that the insurers, or other Programme Parties, as the relevant controllers, will be responsible under the Data Protection Laws for the determination and satisfaction of any individual rights.

## **6** Official languages

This Technical Bulletin exists in the four official languages of FIFA (English, French, German and Spanish). In the event of any discrepancy between the four texts, the English version is authoritative.

## FITNESS FOR DUTY/END OF MEDICAL TREATMENT FORM

No cover given until receipt of written confirmation from Fortius Clinic on behalf of the programme administrators

FITNESS FOR DUTY/END OF MEDICAL TREATMENT FORM	
<p><b>IMPORTANT NOTICE</b></p> <p>All questions must be answered to enable Fortius Clinic to undertake a medical review.</p> <p>Completing and signing this form does not bind the programme administrators, to decide cover should be provided.</p> <p>If there is insufficient space to answer questions, please use an additional sheet and attach it to this form (please indicate section number).</p> <p>Every question must be answered fully, correctly and in legible English language.</p> <p>All supporting up-to-date objective medical evidence (MRI report and image, X-ray report and image, CT report and image) must be provided in legible quality as well. All reports are to be provided in legible English language.</p> <p>This form must be sent, signed and dated, by e-mail message to: Email: FIFA@miller-insurance.com <b>including up-to-date objective medical evidence</b> (MRI report and image, X-ray report and image, CT report and image)</p> <p>Any existing injury exclusion shall apply until such time as this form from the football club or national association, including up-to-date objective <b>medical evidence</b> (MRI report and image, X-ray report and image, CT report and image), is received and reviewed at the programme administrators' discretion, and accepted and confirmed in writing.</p>	
1. Football player's name and date of birth	
2. Football player's club	
3. Date on which football player joined national association squad	DD / MM / YYYY
4. Reason of medical or physical conditions that required medical treatment <sup>1</sup> on the date the player joined the national association squad	Please provide details of injury/medical treatment:
5. On what date was the player fit and able to train and play with the national association squad without any medical treatment <sup>1</sup> ?	DD / MM / YYYY
6. Do you confirm that the above-named player is fit and able to train and play with the national association squad without any medical treatment <sup>1</sup> ?	<p><b>YES</b> <input type="checkbox"/></p> <p>Please provide up-to-date objective medical evidence: – MRI report and image – X-ray report and image – CT report and image</p>

<sup>1</sup> **"Medical treatment"** means the treatment or medication given to a football player by a health care practitioner for the reason of a physical injury caused by an accidental incident or degeneration or degenerative condition at the commencement of the "operative time" unless the medication or treatment is given to a football player to improve his physical condition and general health.



## FITNESS FOR DUTY/END OF MEDICAL TREATMENT FORM

No cover given until receipt of written confirmation  
from the programme administrators

<b>DECLARATION</b>			
We confirm, on behalf of the football club, national association and the player, that: (i) the information contained in this form and on pages attached to this form is to the best of our knowledge and belief true and accurate in every respect and that no relevant details have been omitted; and (ii) the football club and the national association may store and process such information for the purposes of administering any potential loss, and may share such information with appropriate third parties, including the programme administrators, QuestGates and Fortius Clinic on their behalf for such purpose.			
Name of national association contact person			
Address			
Telephone/fax			
Email			
	Full name	Signature	Date
Team doctor of national association			
Team doctor of football player's club			

## FOOTBALL PLAYER CONSENT

For disclosure and use of personal information

Football player's name	
Football player's date of birth	
Name of registered football club	

I agree and acknowledge that the personal information I provide will be used for the assessment of the certification of fitness/end of medical treatment required under the FIFA Club Protection Programme.

I consent to the following information being provided to QuestGates Ltd of 11A The Wharf, Bridge Street, Birmingham, B1 2JS, United Kingdom ("QuestGates") and to such sub-processing of such information, by the programme administrators' QuestGates) affiliated entities and/or third-party experts (including medical or legal experts), as is necessary to handle the assessment:

1. All relevant medical records relating to the previous injury sustained and for which cover is sought under the policy, including but not limited to an initial medical certificate from the team doctor, hospital reports, emergency ward reports, X-rays/nuclear magnetic resonance tests/scans and other medical documentation.
2. Documentation relating to all follow-up visits, treatment and discharge, including but not limited to health care practitioners' records and reports on examinations, investigations and treatment and X-rays/nuclear magnetic resonance tests/scans.
3. The provision of information concerning my medical history.

I also consent to this information being collected by or passed to, whether within the European Economic Area or otherwise, any affiliated entities of the programme: the programme administrators (QuestGates), the broker and any approved experts (including medical or legal experts) to assist with the assessment of the claim, all of whom will agree to preserve the confidentiality of the personal information.

I confirm that the purpose of this consent form has been fully explained to me. I have had the opportunity to ask questions about the above and any questions I had have been answered to my satisfaction.

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Signature of football player

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Date

Please note that data protection laws in some countries to which your information may be transferred under this consent may not be as protected as the equivalent laws in the European Economic Area.

## **Men's and Women's Olympic Football Tournaments 2020 Extension**

The FIFA Club Protection Programme will also provide compensation for football clubs in the event that football players participating for their national Olympic team in the Olympic Football Tournaments at the 2020 Summer Olympic Games in Tokyo suffer a TTD as a result of bodily injuries caused by an accident which lasts for more than 28 consecutive days.

The programme will not provide any cover for permanent total disablement or death or for any costs of medical treatment. The programme will compensate the football clubs that employ the injured football player(s).

### **What compensation does the Olympic extension offer?**

The programme will compensate football clubs up to a maximum of EUR 7,500,000 per football player per accident.

The maximum of EUR 7,500,000 is calculated at a daily "pro rata" compensation of up to EUR 20,548 (1/365), which is payable for a maximum of 365 days. The maximum daily compensation is limited to EUR 20,548 per accident.

The maximum annual capacity ("annual aggregate limit") of the FIFA Club Protection Programme is EUR 80,000,000. The 2020 Olympic Football Tournaments are insured under this aggregate limit.

### **What matches are covered?**

All matches of the Olympic Football Tournaments at the 2020 Summer Olympic Games.

Friendly matches between one of the national Olympic teams participating in the Olympic Football Tournaments at the 2020 Summer Olympic Games and an opponent representative team, whether a U-23 national team, a U-23 national team including overage football player(s) and/or national "A" teams, provided that such matches are played within the operative time of the Olympic Football Tournaments at the 2020 Summer Olympic Games.

### **What is a national Olympic team?**

A national Olympic team is the men's and/or women's squad selected by a national association in accordance with the laws, rules and regulations of the Olympic Football Tournaments at the 2020 Summer Olympic Games.

**What is a representative team?**

A representative team is the men's and/or women's squad selected by a national association to participate in a match against a national Olympic team.

**Will the exception for existing injuries also apply for the Olympic Football Tournaments at the 2020 Summer Olympic Games?**

Yes (see in the Technical Bulletin 2.d), exception for existing injuries in connection with tournaments).

All other details of cover are exactly the same as outlined in section 2 of the Technical Bulletin, and sections 3 to 5 apply accordingly.



