Health Cash Plan

Rules - Terms and Conditions

Applicable to new registrations or renewals on/or after 1st November 2014.
Please read and retain for future reference. Subsequent rules changes will be communicated to you at your renewal date..

1) Definitions

Approved Hospital A publicly funded hospital, other than a nursing home, which provides services for a person pursuant to his or her entitlements under Chapter II of Part IV of the Health Act, 1970 or any private facility listed in the Vhi Health Cash Plan Directory of Hospitals (and Treatment Centres) (available in the download section of www.vhi.ie).

Benefits The amount we will pay for any claim as set out in these Terms and Conditions and your Table of Benefits.

Claim When you ask us to pay benefits for a member included on your Health Cash Plan contract less any excess that may be applicable.

Commencement date The date from which your Health Cash Plan contract began.

Excess An amount that we will deduct from your claim, as set out in your Table of Benefits.

Grant-in-aid A grant-in-aid is a cash amount paid towards the cost of specified treatment. The grant-in-aid payable is specified in your table of benefits and does not include any direct costs or hospital charges involved with a hospital stay.

Health Insurance Contract As defined in the Health Insurance Acts.

Hospital The following definitions apply to hospitals:

Hospital Charges Charges for: (i) hospital accommodation; (ii) services provided by a private hospital or clinic (such as hospital technical charges for the use of an operating theatre, radiology and pathology); and (iii) public hospital statutory levies. These charges are not covered under your policy benefits.

Public Hospital/Public Accident and Emergency as listed in the Health Cash Plan Directory of Hospitals (and Treatment Centres) available in the download section of www.vhi.ie

Private Hospital/Private Accident and Emergency as listed in the Health Cash Plan Directory of Hospitals (and Treatment Centres) available in the download section of www.vhi.ie

In-patient/Overnight Treatment in an approved hospital where for medical reasons, you have to stay in a hospital overnight.

Day Care Treatment where for medical reasons you have to be admitted to a hospital and occupy a bed in that hospital for the day but not overnight, for treatment which would generally be accepted by the medical profession in Ireland as day care treatment as opposed to out-patient treatment.

Medical Condition Any disease, illness or injury.

Medically appropriate Means tests or investigations that, in the opinion of our Medical Director, are medically appropriate having regard to best practice.

Medically necessary Means treatment which, in the opinion of our Medical Director, is generally accepted by the medical profession as appropriate with regard to good standards of medical practice and is:
i) consistent with the symptoms or diagnosis and treatment of the injury or illness;
ii) necessary for such a diagnosis or treatment;
iii) not furnished primarily for the convenience of the patient, the doctor or other provider;
iv) furnished at the most appropriate level which can be safely and effectively provided to the patient.

Membership The following definitions apply to members:

Customer You and anybody who is named as an insured person on your Policy details.

Subscriber/Policyholder The adult with whom we have made this contract.

Adult A person aged 18 years or over at the commencement date or the last renewal date of the contract.

Dependant The Subscriber's husband, wife or common law partner, and/or son or daughter up to the age of 21, residing at the same address.

Individual Policy A policy that includes the subscriber and no dependants.

Family Policy A policy that includes the subscriber and one or more dependants.

MRI Scans If the patient attends an Approved MRI Centre that is listed in the Health Cash Plan Directory of Hospitals (and Treatment Centres) we will pay the benefits set out in your Table of Benefits for an MRI scan, subject to the following conditions:
(i) The member is referred for an MRI scan by a consultant or general practitioner
(ii) The MRI scan is carried out in an approved MRI centre listed in the Directory of Approved MRI Centres.

PET-CT Scans The patient is eligible to claim the benefit set out in your Table of Benefits for a PET-CT scan subject to the following conditions:
(i) The member is referred for a PET-CT scan by a consultant
(ii) The PET-CT scan is carried out at Beacon Hospital, Blackrock Clinic, Galway Clinic, Mater Private Hospital, St. James's Hospital, PET-CT Centre, Cork University Hospital, Whitfield Clinic or Hermitage Medical Clinic.

Out-patient treatment	(i) Medically necessary treatment which does not involve in-patient treatment, day care, or side room procedures and is carried out in approved out-patient centres as listed in the Health Cash Plan Directory of Hospitals (and Treatment Centres) available in the download section of www.vhi.ie. and, (ii) Consultations with complementary and alternative medicine practitioners.
Out-patient consultation	A visit to a consultant in his/her consulting rooms for a consultation about a medical condition.
Practitioner	The following practitioners are recognised by Vhi Healthcare:
Consultant	A medical practitioner who has a current full registration with the Irish Medical Council and who: (i) holds a public consultant post in the Republic of Ireland; or (ii) has held a public consultant post in the Republic of Ireland in the past and now practices within the same specialised field; or (iii) holds the necessary qualifications for a public consultant post in the Republic of Ireland together with evidence of appropriate general professional and higher specialist training to a standard required for such a post in the speciality in which he/she intends to work and has been appointed as a consultant to a Vhi Healthcare approved post in a Vhi Healthcare approved private hospital.
Dental Practitioner	A dental practitioner with a current full registration with the Irish Dental Council, who holds a primary dental qualification. He/she is community based and provides dental care.
General Practitioner	A medical practitioner with a current full registration with the Irish Medical Council, who holds a primary medical qualification.
Optical Benefit	We will pay up to the benefit listed in your Table of Benefits for eye tests carried out by an Optometrist. This benefit may not be used to pay for optical equipment or products including but not limited to prescription spectacles and contact lenses.
Optometrist	An Optometrist with a current full registration with the Opticians Board.
Orthoptist	A member of the Irish Association of Orthoptists or the British Orthoptic Society.
Physiotherapist	A member of the Irish Society of Chartered Physiotherapists.
Speech Therapist	A member of the Irish Association of Speech and Language Therapists.
Vhi SwiftCare Benefit	We will pay the benefit listed in your Table of Benefits towards the cost of an initial consultation with a General Practitioner in an approved Vhi SwiftCare Clinic as listed in the Health Cash Plan Directory of Hospitals (and Treatment Centres) available in the download section of www.vhi.ie
Renewal date	The date at which your contract is renewable each year.
Renewal Period	The period from the commencement date or last renewal date up to and including the day before the next renewal date.
Quarter	A period of three months, beginning initially on your membership start date and recurring every three months thereafter.
Treatment	Any medical intervention for which benefits are payable.
Ultrasound	Out-patient ultrasound scans listed in the Vhi Schedule of Benefits carried out in an approved out-patient centre as listed in the Health Cash Plan Directory of Hospitals (and Treatment Centres).
Vhi Screening	We will pay the benefit listed in your Table of Benefits towards the cost of a Vhi screening provided Vhi Healthcare determines it to be medically appropriate, subject to it being provided in a Vhi Healthcare Medical Centre, as listed in the Health Cash Plan Directory of Hospitals (and Treatment Centres). This benefit is only payable where the member has had to pay monies directly to the screening centre. Members under the age of 18 years at their last renewal are not covered for screening.
We/us/our	The Voluntary Health Insurance Board known as Vhi Healthcare and referred to throughout this document as Vhi Healthcare or Vhi.
Year	The period of cover shown in your most recent membership details.
You/your	The subscriber/policyholder.

Definitions relating to Alternative Medicine - being services not in accordance with the definition of medically necessary. It is advisble to discuss the suitability of a complementary or alternative therapy with a registered medical practitioner prior to commencing treatment. Visits to the following therapists are eligible for benefit:

Acupuncturist	A member of the Traditional Chinese Medicine Council of Ireland, or a member of Acupuncture Foundation Ireland, or a member of the British Acupuncture Council, or a member of the Professional Register of Traditional Chinese Medicine.
Chiropractor	A member of the Chiropractic Association of Ireland or the McTimoney Chiropractic Association of Ireland.
Osteopath	A member of the Osteopathic Council of Ireland.
Physical Therapist	A member of the Register of Physical Therapists of Ireland or a member of the Irish Association of Physical Therapists or a member of the Irish Institute of Physical Therapists.
Reflexologist	A member of the Association of Irish Reflexologists or the Irish Reflexologists' Institute or the National Register of Reflexologists

Definitions relating to Complementary Medicine

Dietician	A member of the Irish Nutrition & Dietetic Institute.
Occupational Therapist	A member of the Association of Occupational Therapists of Ireland.
Speech Therapist	A member of the Irish Association of Speech and Language Therapists
Chiropodist/Podiatrist	A member of the British Chiropody & Podiatry Association, or the Institute of Chiropodists & Podiatrists (Rep. of Irl.), or the Irish Chiropodists/Podiatrists Organisation Ltd., or the Society of Chiropodists & Podiatrists (Rep. of Irl.)

2) Contract

a) The terms of your contract with us are in the following documents:
i) the application form you complete
ii) your membership details
iii) the Terms and Conditions and your Table of Benefits in place when your contract began or was last renewed

iv) The Health Cash Plan Directory of Hospitals (and Treatment Centres)
v) The Directory of Approved MRI Centres
vi) The Directory of Consultants
vii) The Schedule of Benefits for Professional Fees
viii) The Schedule of Benefits for General Practitioners and any amendment or variation made from time to time.

b) We may change these directories and schedules during the year. The most up-to-date Health Cash Plan Directory of Hospitals (and Treatment Centres) is available on our website – www.vhi.ie.

c) In the event of a change to the Health Cash Plan Directory of Hospitals (and Treatment Centres) whereupon (1) a participating hospital or treatment centre becomes a non-participating hospital or treatment centre or (2) the contract between a participating hospital or treatment centre and Vhi Healthcare is terminated for any reason other than the closure of that hospital or treatment centre, Vhi Healthcare will publish a notice in the major national daily newspapers four weeks in advance of such a change taking effect.

3) Joining Vhi Healthcare's Health Cash Plan

a) Subscribers must be 18 years of age or over on the date of application for a Health Cash Plan contract.

b) A Health Cash Plan contract must have the subscriber named as an insured member.

c) All members on a Family Policy must be insured on the same level of cover.

d) Only persons who are living in Ireland for at least 180 days in each year can be included on your contract.

e) Additional people may be included on your contract at any time. Subscribers/policyholders who enroll their newborn children within 13 weeks of the child's date of birth will not be charged any additional subscription for that child if the child is added to the same level of cover on which the subscriber/policyholder is covered until the next renewal date after his/her birth. If you include your newborn/adopted child on an individual policy during your subscription year your policy will be changed to a family policy from your next renewal date.

f) For those benefits listed on your Table of Benefits, we will only pay the benefits for the expenses incurred after the following waiting period has expired:

Member's age when he/she is included	Waiting period
Under 50	None
50 to 54	26 weeks
55 to 64	52 weeks
65 or over	104 weeks
Maternity or pregnancy-related conditions	52 weeks

g) If there is a break of more than 13 weeks in a person's health insurance contract with us and another insurer registered under the Health Insurance Acts, 1994–2011, the application will be treated as a new application for membership.

h) If a person transfers from a health insurance contract with another insurer registered in Ireland under the Health Insurance Acts, 1994–2011, benefits will only be payable up to the level of cover offered by that contract. Additional benefits will be subject to rule 4(b).

i) If a member has transferred from a health insurance contract with another insurer registered in Ireland under the Health Insurance Acts, 1994–2011, the time he/she was insured under the other contract will be offset against the joining waiting periods.

j) You can cancel your health insurance contract within 14 days of the date of issue of the Terms and Conditions of Membership. We will refund the premium you have paid and will recover from you any benefit we have paid.

4) Renewing your Health Cash Plan contract

a) Your contract will last for one year unless we agree to a shorter period. At the renewal date, you can renew your contract by paying the premium we request. The Rules and your Table of Benefits in place at the renewal date will then apply to your contract.

b) You can change your level of cover at your renewal date. If you change your level of cover and subscribe for additional or increased benefits on your Health Cash Plan policy for benefits listed in your Table of Benefits, we will only pay the benefits which we would have paid if you had not changed your cover until the applicable waiting period has expired. The waiting periods are as follows:

Member's age at the time of change	Waiting period
Under 50	None
50 to 64	52 weeks
65 or over	104 weeks
Maternity or pregnancy-related conditions	52 weeks

c) If you change your level of cover at your renewal date and subsequently wish to revert to your previous level of cover, you may do so within 14 days of the date of issue of the amendment notification and we will pay the benefits which we would have paid if you had not changed your level of cover.

d) If during a period of insurance there is a change in your or your dependants' personal details which means that you or your dependants are no longer eligible for the policy that you currently hold, we will not automatically renew your policy, for example your son/daughter turning 21 before the next renewal of your policy. We will write to you in advance of your renewal date where we are unable to automatically renew your policy.

e) Any change of address or bank account details must be communicated to us as soon as they occur. This will prevent benefit cheques and other correspondence going astray and ensure that your premium is paid up to date (if paying by direct debit).

f) We can increase the subscriptions you pay at any time if there is an increase or decrease in the rate of tax or any other government or statutory charge or if any new tax or government or statutory charge is introduced which is related to your health insurance contract with Vhi Healthcare. We will write to you at least 30 days before increasing your subscription.

5) Subscriptions and charges

a) You must pay your premium when it becomes due for the duration of your contract. The subscriber/policyholder is responsible for ensuring payments are made. In the event that you do not commence payment of your premium in accordance with the payment terms of your contract, we reserve the right to cancel your contract and we will not pay any benefits. In the event of non-payment in accordance with the payment terms of your contract during the course of your contract term, such non-payment will constitute a breach of your contract. In such circumstances we will not pay any benefits for the contract term and we will seek recovery of the losses and expenses incurred by us as a result of your non-payment. These losses and expenses will be calculated as follows:

(i) In the event that no claims have been paid, this will amount to an administration charge of €50;

(ii) In the event that claims have been paid, this will amount to the total outstanding premium due to us.

b) All payments received by Vhi Healthcare are lodged to our bank account for security reasons. All payments will be receipted. This does not imply that Vhi Healthcare accept said payment as fulfillment of your contract, if the amount does not match the amount requested or the agreed portion of same. Your payment may be returned, if there is no valid contract in place

Charges/Refunds

c) If a change to a Customer Account results in a premium refund or shortfall of less than or equal to €10, no refund or charge will be made due to the administration costs involved.

6) Health Cash Plan Benefits

The benefits provided under your Health Cash Plan contract are outlined in this section and in your Table of Benefits. The benefits may change at the renewal date of your Health Cash Plan contract.

a) General Conditions

The benefits which we will pay will depend on the terms of your contract on: (i) the day of your hospital stay or (ii) the date of the treatment if the member is not staying in hospital.

b) In order for benefits to be payable by us, treatment must be carried out by specified practitioners as defined in these Rules - Terms and Conditions.

c) We have listed the eligible services in your Table of Benefits together with the benefits available for each service.

d) We will pay all your benefits in euro.

e) We will pay benefits in respect of eligible expenses less €1.00 per policy in any insurance year.

f) If the renewal period is less than one year, the limits applied to some benefits during this period are proportionally reduced.

g) If you change your level of cover during the renewal period, benefits will be proportionally adjusted to reflect the time spent on each level of cover.

h) If the renewal period is less than one year, the limits and excess applied to some benefits during this period are proportionally reduced.

i) Grant-in-aid - Maternity and Adoption

We will pay this benefit to you or one of your dependants once they have given birth to a child. The benefit is only payable once per policy per year regardless of the number of children that are born to or adopted by you or your dependants. In order to make a claim for this benefit you are required to submit a copy of the baby's birth certificate. This benefit may also be claimed where a child is adopted by you or one of your dependants. The benefit is only payable once per adoption regardless of the number of children adopted by you or your dependants and a copy of the adoption certificate is required to claim this benefit. Please refer to your table of benefits for details of how much is payable. Benefit is per policy per year.

j) Grant-in-aid - Hospital Admission (In-patient and Day care)

We will pay this benefit following the admission of you or your dependants to a hospital listed in the Health Cash Plan Directory of Hospitals (and Treatment Centres). The benefit is calculated on a per policy per year basis. A hospital admission can be either a day care or in-patient admission. It is not possible to claim for both, for example a planned day care admission which subsequently requires an overnight admission may be only claimed as one overnight admission. To claim this benefit, a completed claim form including proof of admission and discharge (copy of your hospital admission form) or receipt following the payment of charges and showing your date of admission and discharge will be required. Please note Vhi reserve the right to request further information in relation to the condition that necessitated the member being in hospital. Please refer to your Table of Benefits for details of how much is payable. Benefit is per policy per year.

k) General Practitioner and Emergency

We will pay this benefit in respect of visits to a General Practitioner, Public Hospital Accident and Emergency Department, Private Hospital Emergency Department or Vhi SwiftCare Clinic. Please refer to your Table of Benefits for details of how much is payable. Benefit is per policy per year.

l) Consultant consultations

We will pay this benefit following a visit to a Consultant in his/her consulting rooms for a consultation about a medical condition not relating to maternity. Please refer to your Table of Benefits for details of how much is payable. Benefit is per policy per year.

m) Dental and Optical

We will pay this benefit following a visit to a dentist or an optometrist.

For the optical benefit we will pay the benefit as listed in your Table of Benefits in respect of an eye test carried out by an optometrist. This benefit may not be used to pay for optical equipment or products including but not limited to prescription spectacles and contact lenses.

For the dental benefit we will pay the benefit as listed in your Table of Benefits for a visit to a dental practitioner. This benefit may not be used to pay for dental equipment or products. Please refer to your Table of Benefits for details of how much is payable. Benefit is per policy per year.

n) Scan Cover/Diagnostics

We will pay this benefit towards costs incurred by you or one of your dependants in receiving Pathology tests, Radiology, Ultrasound Scan, MRI (Magnetic Resonance Imaging) and PET-CT Scans which are carried out in an approved facility as listed in these Terms and Conditions, the Health Cash Plan Directory of Hospitals (and Treatment Centres) and Health Cash Plan Directory of Approved MRI Centres; (available to download from www.vhi.ie). Please refer to your Table of Benefits for details of how much is payable. Benefit is per policy per year.

o) Day-to-day Cover

We will pay this benefit in respect of visits to the following practitioners only: physiotherapist, chiropodist, podiatrist, occupational therapist, speech therapist, orthoptist, acupuncturist, chiropractor, osteopath, physical therapist, and reflexologist. Please contact us if you wish to check if a particular practitioner is covered under your plan. Please refer to your Table of Benefits for details of how much is payable. Benefit is per policy per year.

p) Screening

We will pay this benefit in respect of any screening package carried out in a Vhi Medical Centre as listed in the Health Cash Plan Directory of Hospitals (and Treatment Centres) available in the download section of www.vhi.ie. Please refer to your Table of Benefits for details of how much is payable. Benefit is per policy per year.

7) Exclusions

In addition to limitations on cover mentioned elsewhere, we will not pay benefits for any of the following:

a) Treatment which is not medically necessary.

b) Vaccinations and routine or preventative medical examinations, including screenings, bone density scans and check-ups. (Unless specifically covered by your plan).

c) Treatment which is not intended to cure or alleviate a medical condition.

d) Treatment or hospital stays which in the opinion of our Medical Director are consistent with long term care.

e) Hearing aids, dentures, orthondontic appliances (such as gum shields or braces) and optical equipment (such as glasses or contact lenses).

f) Any treatment which is in any way related to artificial reproduction, contraceptive measures or their reversal.

g) Treatment or programmes for weight reduction or eating disorders other than anorexia nervosa and bulimia nervosa.

h) Alternative medicine: Cover is provided only for alternative therapies as specified in your Table of Benefits. However, no cover is provided for other alternative therapies which are not listed in your Table of Benefits which include but are not limited to aromatherapy, homeopathy and spinology.

i) Experimental treatments.

j) Psychologists' fees, consultant psychiatric fees and benefit relating to the treatment of psychiatric illnesses. There is no benefit payable in relation to the in-patient/day care or out-patient treatment for psychiatric conditions or treatment for substance abuse.

k) Private psychiatric hospitals or private treatment centres.

l) Any charge made for a medical report.

m) Treatment of illnesses or injuries which are caused directly or indirectly by war, civil disturbance or any act of terrorism.

n) Treatment/tests given by a practitioner to his/her dependants.

o) Expenses for which the member is not liable.

p) Cosmetic treatment and treatment of any complications arising from cosmetic treatment – unless it is needed (i) to restore the member's appearance after an accident or (ii) because the member was severely disfigured at birth.

q) No benefit is payable for a stay in any hospital or treatment centre which is not listed in the Directory of Hospitals (and Treatment Centres).

r) Expenses which you are entitled to recover from a third party or claim from another health insurance contract.

s) Online Consultations with a Consultant from any Medical Specialty, including any prescription drugs or treatment prescribed following an online Consultation.

t) Treatment carried out outside the island of Ireland.

8) Data Protection

The information which you provide to the Vhi Group ("Vhi") will be used within the Vhi group of companies for processing your application and claims, customer services and for the administration of any healthcare related products and services of which you and any other person on your policy avail. Data may also be used for statistical analyses and the detection and prevention of fraud. We may share your data with trusted third parties who process data on our behalf, inside and outside of the European Economic Area. We may also share your data with other insurers to verify your cover, and with state bodies as required by law. Sensitive personal data including up to date medical diagnoses information may be held, used and processed for the purpose of undertaking investigations into, and to adjudicate on, claims (including the length of your hospital stay and the treatment received) and for the purposes of Vhi providing information about products and services aimed at managing your health and wellbeing.

By entering, renewing or amending an existing policy with us, you confirm that you explicitly consent to Vhi processing your personal data for the purposes described above, and have explained to each person who is included on your policy why we may ask for this information and what we will use it for. You also confirm that each person has agreed to this.

You have the right, subject to certain exemptions, to access any personal data that we hold about you (for which we may charge you a small fee) and to have inaccuracies corrected. If you wish to avail of these rights, please write to the Data Protection Office, Vhi House, 20 Lower Abbey Street, Dublin 1.

Vhi's Data Protection Statement contains a further detailed breakdown of the personal data we collect in relation to our customers and how we use that personal data. The Data Protection Statement can be found at www.vhi.ie or should you wish to contact us on 1890 44 44 44, you can request a hard copy. If you have any queries regarding your data, please write to the Data Protection Officer, Vhi, Vhi House, 20 Lower Abbey Street, Dublin 1.

We will contact you as necessary about the products you currently hold with us. We may contact you about other Vhi products and services which may be of interest to you, provided you have indicated that you would like to receive such information. If you wish to change your preferences, please contact us at the above number or online at vhi.ie/contact/.

9) Disputes

a) If there is a dispute about whether we should pay all or part of a claim or you have any other complaints, you may refer the dispute to the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 (Tel (01) 6620899) to decide on the matter. The decision of the Financial Services Ombudsman is binding on all the parties, but where one party is dissatisfied with the decision it may be appealed to the High Court.

b) If you do not wish to avail of the procedure outlined in rule 9(a), you may refer your dispute directly to the Courts.

10) General

a) When you deal with us, you are acting for all the members who are included on your contract.

b) We will send any letters and notices about your contract, by ordinary post, to the address which you give us. Where you have opted to receive policy documentation electronically, we will notify you via email instead. Accordingly, you must tell us if you change your postal or email address.

c) The member must notify Vhi Healthcare immediately of any change to their policy or circumstances which could alter the assumptions on which the contract is based or which are material to same. If no additional material facts or change in material facts are declared to Us within 14 days of the date of issue or receipt of the Terms and Conditions, whichever is later, We assume that no material change has occurred.

d) If any member makes, or tries to make, a dishonest application or claim, which relates to his/her contract with Vhi Healthcare or any other Health Insurance contract, we have the right to:

(i) refuse to renew his/her membership;

(ii) cancel his/her membership immediately.

We also have the right to refuse to pay any benefits for the member. Members should be aware that Vhi Healthcare undertakes regular audits of claims and in all instances where fraud is suspected in respect of a particular claim, a full and comprehensive investigation will be carried out. In addition, Vhi Healthcare 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.

e) If you ask us to remove a member from your contract, we have the right to tell the member that he/she is no longer covered.

f) To pay your benefits, we may have to provide some of your membership details to the hospital, on a strictly confidential basis. We may also have to obtain copies of your medical records from the hospital/doctors concerned and this information will be treated in strict confidence.

g) We will pay your benefits in euro.

h) Your contract is governed by the laws of Ireland.

i) In accordance with the Health (Provision of Information) Act, 1997, Vhi Healthcare provides government agencies responsible for national health screening programmes with the name, address, date of birth, PPS number and Vhi Healthcare policy number of members of a requested demographic. No other information about our members is released. Vhi Healthcare also fully complies with the requirements of all Data Protection legislation.

11) Claims

a) We will pay benefits for eligible expenses listed in your Table of Benefits which are subject to an excess as a lump sum at the end of each year. However, if you have large expenses during the year, you may submit up to a maximum of one claim per quarter (based on your renewal date and subject to the relevant waiting period). We will only pay the benefits when you send us a claim form which you have completed and signed, together with receipts. You must do this within three months of the end of the year.

- Please note that receipts will not be returned following assessment of your claim. Therefore, you may wish to retain copies prior to submission.
- We will deduct an annual excess (as specified in your Table of Benefits) from the eligible expenses of each policy.
- If the renewal period is less than one year, the limits and excess applied to some benefits during this period are proportionally reduced.

b) If you or another member are entitled to claim under any other insurance policy for all or any of the costs, charges or fees for which you are insured under this contract, our liability shall apply as excess of, and not as contributory with such other insurance. When making a claim you must tell us if you have other insurance.

c) If you or another member are entitled to claim under another insurance contract with Vhi Healthcare for any of the costs, charges or fees for which you are insured under this contract, the combined payment made to you cannot exceed the actual amount of the expense which you incurred. This does not apply to the grant-in-aid benefits.

d) In order to establish the eligibility and appropriateness of any claim, we may request access to and/or copies of your medical records including medical referral letters. By signing the claim form, you give us your consent to access this information. If you refuse to give us your consent, or withdraw such consent, we may refuse your claim and recoup any monies that we may have previously paid in respect of that medical condition.

12) Third Party Claims

a) As outlined in Rule 7(r) expenses which are recoverable from a third party, are excluded from benefit, however:

b) **Legal Action/Proceedings**

Where a claim is submitted to Vhi Healthcare in respect of treatment required as a result of an injury caused through the fault of another person and where you propose to pursue a legal claim against that party, Vhi Healthcare will pay benefit in accordance with these rules provided that you (or the subscriber/policyholder if you are under 18 years):

(i) complete in full and sign the injury section of the claim form which includes an undertaking to include all benefit paid by Vhi Healthcare in any claim against the third party responsible for causing the injury, and

(ii) submit a fully completed undertaking, which will be relied on by Vhi Healthcare once a copy of the Authorisation Form is received from the Injuries Board (refer to Rule 12(d)) from your solicitor in the form prescribed by Vhi Healthcare:- "In consideration of Vhi Healthcare discharging the eligible hospital and medical expenses of my client, I hereby agree to include as part of my client's claim the monies so paid by Vhi Healthcare (details of which will be supplied to me by Vhi Healthcare) and subject to any court order to the contrary, to repay to Vhi Healthcare – out of the net proceeds of the settlement that come in to our hands – all monies recovered in respect of such expenses paid by Vhi Healthcare."

(iii) Inform Vhi Healthcare as soon as reasonably practicable of any arrangements for settlements discussion or hearing dates.

(iv) In circumstances of an anticipated reduced settlement undertake for contact to be made with Vhi Healthcare upon it being made known to you that monies so paid by Vhi Healthcare may not be fully recoverable.

(v) When a reduced settlement has been agreed, provide Vhi Healthcare with documentation from your legal representative which has been agreed between the Law Society and Vhi Healthcare confirming the veracity of the net proceeds recovered.

c) **No Legal Action/Proceedings**

Where a claim is submitted to Vhi Healthcare in respect of treatment you require as a result of an injury caused through the fault of another person, and you do not propose to pursue a claim against the third party and, in the view of our legal advisers, expenses are recoverable from that party, Vhi Healthcare will pay benefit in accordance with these rules provided that you (or the subscriber/policyholder if you are under 18 years):

(i) complete in full and sign the injury section of the claim form which includes an undertaking to include all benefit paid by Vhi Healthcare in any claim which may subsequently be made against the third party responsible for causing the injury, and

(ii) immediately notify Vhi Healthcare in writing of the instigation of any such claim and "subject to any Court Order to the contrary, to repay to Vhi Healthcare – out of the net proceeds of the settlement that come into our hands – all monies recovered in respect of such expenses paid by Vhi Healthcare."

d) **Injuries Board**

Where you make your application to the Injuries Board, Vhi Healthcare will pay benefit in accordance with these rules provided that you (or the subscriber/policyholder if you are under 18 years) complete in full and sign the injury section of the claim form.
This undertaking provided by you also authorises Vhi Healthcare to provide the Injuries Board with details of all monies paid by Vhi Healthcare relating to your application, and for the Injuries Board to release to Vhi Healthcare details of the Injuries Board assessment in relation to the monies paid by Vhi Healthcare.
Where the Injuries Board decides that the case is more appropriately dealt with by the court, due to some legal dispute and issues a letter of Authorisation, Vhi Healthcare will rely on the undertaking that has been provided by your solicitor, in accordance with Rule 12b(ii) above, and a copy of the Authorisation from the Injuries Board to proceed to the courts.

e) **Criminal Injuries Compensation Tribunal Claims**

If you are pursuing a claim through the Criminal Injuries Compensation Tribunal, Vhi Healthcare will pay benefit in accordance with these rules provided that you (or the subscriber/policyholder if you are under 18 years) complete in full and sign the injury section of the claim form and provide Vhi Healthcare with a copy of the written confirmation from the Criminal Injuries Compensation Tribunal. The undertaking provided by you also authorises Vhi Healthcare to seek details of any settlement directly from the Criminal Injuries Compensation Tribunal and for the Criminal Injuries Compensation Tribunal to release this information to us. In circumstances where such a case is unsuccessful, Vhi Healthcare will not seek a refund of the benefit paid.

f) **Threshold Amount**

Undertakings and refunds will not be sought if the total eligible benefit payable in respect of an accident does not exceed the threshold amount of €1,000. However if subsequent claims are submitted in respect of the same incident, which would increase the total benefit payable to €1,000 or more, an undertaking must be completed.

g) **Unsuccessful/Withdrawn Claims**

If a claim against a third party is not successful or is withdrawn, Vhi Healthcare will not seek a refund of the benefit paid provided that you arrange for full written details of the case to be supplied by your solicitor to the satisfaction of Vhi Healthcare outlining the reasons why the case was unsuccessful or was discontinued.

h) **Disclosure**

It is the responsibility of a member to disclose to Vhi Healthcare full details of any action to be pursued against a third party in relation to any incident/accident in respect of which Vhi Healthcare has paid benefit. Failure to do so will result in the refusal of any subsequent claims relating to the incident/accident.

Voluntary Health Insurance Board
An Bord Árachais Sláinte Shaorálaigh

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Dublin Road, Kilkenny.

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Lines open: 8am – 6pm Monday – Friday
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