# Hospital Plans

**Rules - Terms and Conditions** 



Applicable to new registrations or renewals on/or after 1st May 2019.

This document sets out the Terms and Conditions (T&Cs) that apply to Your Plan and should be read in conjunction with the other documents that form part of Your policy with Us, Your Table of Benefits, the Directories, the Schedules and Your Policy Details. The words used in this document may have specific meanings and these are found in the Glossary.

When reading Your Table of Benefits, You should look at the benefits that are listed under Your Plan and this will tell You which benefits are included and the level of cover, if any, that applies.

This Policy document applies to each person insured on the Policy, and is available online at Vhi.ie.

# 1. Contract

- a) The terms of Your Policy with Us are in the following documents:
  - (i) These Terms and Conditions ('T&Cs')
  - (ii) Your Table of Benefits
  - (iii) The Directories
  - (iv) The Schedules
  - (v) Your Policy Details and any amendment or variation made from time to time as per Rule 1(b).
- b) We may change the Directories and Schedules during the year. The most up-to-date Directory of Hospitals (and Treatment Centres) is available on Our website Vhi.ie.
- c) We will pay any benefits We are required to pay under the Health Insurance Acts and any Regulations thereunder, even if any part of Your Policy indicates otherwise. This may result in a lower excess being applied to Your claim than otherwise indicated in Your Table of Benefits.
- d) Certain procedure codes listed in the Schedules have clinical indications and/or conditions of payment and/or payment indicators attached to them. Benefit for these procedure codes is payable only when, in the opinion of Our Medical Director, the relevant clinical indications and/or conditions of payment and/or payment indicators have been satisfied in full.
- e) In the event of a change to the Directory of Hospitals (and Treatment Centres) where:
  - (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 is terminated for any reason other than the closure of that hospital or treatment centre, We will publish a notice in the major national daily newspapers four weeks in advance of such a change taking effect.

# 2. Joining Us

- a) The Policyholder may include other adults and Children on the Policy at any time. If the Policyholder includes their Child within 13 weeks of his/her birth, We will insure him/her from the date of birth and We will not apply the New Conditions or Pre-existing Waiting Periods set out in Rule 2(c). Policyholders who enrol their new born Children within 13 weeks of the Child's date of birth will not be charged any additional subscription for that Child until the first or next renewal date after his/her birth.
- b) The Policyholder (or authorised person see Section 10) can only make other changes to the Policy at the Renewal Date (subject to certain exceptions, contact Us for details).
- c) If You have an accident after You are included on a Policy, We will pay benefits for the treatment needed. However, for other treatment, We will pay benefits if it is carried out after You have been insured continuously for a minimum period of time, called a waiting period. The waiting periods are as follows:

Waiting periods and pre-existing conditions									
Age when included	Accident or injury	New conditions	Pre-existing conditions	Maternity** & Fertility Programme	Out-patient medical expenses	Day-to-day medical expenses (incl. Lifestage benefits)*			
Under 50 years	None	26 weeks	5 years	52 weeks	None	None			
50+ years	None	26 weeks	5 years	52 weeks	None	26 weeks			

<sup>\*\*</sup>Includes benefits in Sections 9 and 10 of Your Table of Benefits

The above Waiting Periods do not apply to Sports Injury Programmes, Employee Assistance Programmes or visits to Vhi SwiftCare Clinics (other than pre-arranged appointments) as set out in Section 5.

Please refer to definition of pre-existing illness in Section 12, Glossary.

When determining whether a Medical Condition is Pre-existing, it is important to note that what is considered is whether on the basis of medical advice signs or symptoms consistent with the definition of a Pre-existing condition existed rather than the date upon which You become aware of the condition or the condition is diagnosed.

Whether a Medical Condition is a Pre-existing condition will be determined by the opinion of Our Medical Director.

- d) If there is a break of more than 13 weeks in Your health insurance contract with Us and/or another insurer registered under the Health Insurance Acts, the application will be treated as a new application for cover.
- e) If Your Policy expires or is cancelled in accordance with Rule 4(f) and 4(g)i) and You take out another Health Insurance Contract with Us or another health insurer within 13 weeks of that date, then the time that You were insured under the previous contract(s) will be offset against the normal joining conditions (New Conditions Waiting Periods, Pre-existing Conditions Waiting Period and Maternity Waiting Period).
- f) If You transfer from a health insurance contract with another insurer registered in Ireland under the Health Insurance Acts, benefits will only be payable up to the level of cover offered by that contract. Additional benefits will be subject to Rule 3(b).
- g) The Policy is intended for people Resident in Ireland and only people Resident in Ireland are eligible to be included on the Policy. The Policyholder must ensure that all persons insured on the Policy satisfy this condition; otherwise the Policy may be cancelled. Please refer to Rule 4(g).
- h) The Policyholder will have 14 days to cancel the Policy. The 14 day period starts 2 days from the issue date of the Policy Details. We will refund the premium paid and will seek to recover any benefit We have paid.
- i) Vhi reserves the right to request You to provide documentary proof in support of any information provided to Us at the commencement, and/or during the course, of the Policy.
- j) Vhi Healthcare does not allow dual insurance. This means holding more than one Vhi Healthcare In-patient indemnity insurance contract which offers the same or similar benefits.

<sup>\*</sup>Includes fitness screening

# 3. Renewing the Policy

- a) Your Policy will last for one year unless We agree to a shorter period. At the Renewal Date, the Policyholder can renew the Policy by paying the premium We request. The T&Cs and Your Table of Benefits in place at the Renewal Date will then apply to the Policy.
- b) The Policyholder (or authorised person see Section 10) can change the Plan at the Renewal Date. If the Policyholder upgrades the Plan (i.e. purchases cover for additional benefits), the payment of additional benefits will be subject to the following waiting periods:-

Waiting periods and pre-existing conditions									
Age at the time of change	Accident or injury	Pre-existing conditions	Maternity & Fertility Programme	Out-patient medical expenses	Day-to-day medical expenses (incl. Lifestage benefits)*				
Under 50 years	None	2 years	52 weeks	None	None				
50 – 54 years	None	2 years	52 weeks	None	26 weeks				
55 – 64 years	None	2 years	52 weeks	None	26 weeks				
65+ years	None	2 years	52 weeks	None	26 weeks				

<sup>\*</sup>Includes fitness screening

The above Waiting Periods do not apply to Sports Injury Programmes, Employee Assistance Programmes or visits to Vhi SwiftCare Clinics (other than pre-arranged appointments) as set out in Section 5.

Please refer to definition of Pre-existing illness in Section 12, Glossary.

When determining whether a Medical Condition is Pre-existing, it is important to note that what is considered is whether on the basis of medical advice signs or symptoms consistent with the definition of a Pre-existing condition existed rather than the date upon which You become aware of the condition or the condition is diagnosed.

Whether a Medical Condition is a Pre-existing condition will be determined by the opinion of Our Medical Director.

- i) If the Policyholder (or authorised person see Section 10) changes the Plan and any of the individuals included on the Policy receives treatment during the applicable Waiting Period for a Medical Condition which in the opinion of Our Medical Director they already had on the Renewal Date on which the Plan was changed and if the benefit payable for the claim is higher on the new Plan, We will only pay the benefits which We would have paid if the Plan had not changed until the applicable waiting period has expired. Please note that a Pre-existing condition Waiting Period shall run concurrently with the Waiting Periods referenced in Section 2.
- ii) If You have an accident after the Plan is changed We will pay the benefits applicable to the new Plan.
- iii) If the Policyholder (or authorised person see section 10) changes the Plan and reduces the excess or increases the annual maximum benefit amount for benefits listed in the Day-to-day medical expenses or Out-patient medical expenses section of the Table of Benefits, We will only pay the benefits which We would have paid if the Policyholder had not changed the Plan until the applicable Waiting Period has expired.
- c) If the Policyholder (or authorised person see section 10) changes the Plan at the Renewal Date, they will have 14 days to revert back to the previous Plan should they wish to do so. The 14 day period starts 2 days after the issue date of the amendment notification. We will pay the benefits which We would have paid if the Plan had not changed.

# 4. Subscriptions and Charges

- a) The premium must be paid when it becomes due for the duration of Your Policy. The Policyholder is responsible for ensuring payments are made.
- b) For Policyholders who pay by salary deduction, the translation of annual premia into monthly or weekly instalments may result in the collection of marginally more or less than the annual premium as a result of rounding to the nearest cent.
- c) Where a Policyholder has multiple products and the payment received <u>does not</u> equal the invoice issued for the combined premium, We will allocate the amount paid proportionately to each product based on the premium due.
- d) All payments received by Us are lodged to Our bank account for security reasons. All payments will be receipted. This does not imply that We accept said payment as fulfilment of Your contract, if the amount does not match the amount requested or the agreed portion of same. The payment may be returned, if there is no valid contract in place.

# Charges/Refunds

e) If a change to a Policy 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.

# **Cancellation of Policies**

# f) Cancellation by the Policyholder

At time of joining:

When the Policyholder signs up for a Policy, Vhi Healthcare will accept their instruction to cancel the Policy within 14 days. The 14 day period starts 2 days after the issue date of the Policy Details.

At renewal date

The Policy will renew automatically on the date notified to the Policyholder on the Policy renewal documentation, **unless** the Policyholder contacts Us to cancel the Policy in advance of this Renewal Date. We will accept the Policyholder's instruction to cancel the policy up to 14 days after the Renewal Date. After the expiration of those 14 days the Policyholder will not be in a position to either cancel or make changes to the Policy until the next Renewal Date (subject to certain exceptions – contact Us for details).

# g) Cancellation by Us

We may cancel the Policy in the following circumstances:

- i) In the event that payment of the premium does not commence in accordance with the T&Cs of the Policy, then no benefits will be paid under the Policy in these circumstances.
- ii) In the event of non-payment of the premium during the course of the Policy term, such non-payment will constitute a breach of the Policy. No further benefits will be paid for that Policy term and We will seek recovery of the losses and expenses incurred by Us as follows:
  - In the event that no claims have been paid, this will amount to the health insurance levy calculated on a pro-rata basis, together with an administration charge of fifty euro;
  - In the event that claims have been paid, this will amount to the total outstanding premium due to Us.

We will not provide a subsequent health insurance contract to You until the losses and expenses incurred have been settled (as set out above) or where no settlement has been made until after the original contract term has passed.

iii) In the event that You make or try to make a dishonest application or claim which relates to Your Policy with Us or any other Health Insurance Contract, such action will constitute a breach of the Policy. We may also refuse to renew the Policy and/or refuse to pay any benefits under the Policy.

If a breach of the Policy occurs, the provisions of Rule 2(e) will not apply and any application for a new Health Insurance Contract will be deemed as a new application.

# 5. Benefits

The following benefits and associated T&Cs are only relevant where they are included in the Table of Benefits applicable to Your Plan. You must consult Your Table of Benefits to ensure that a benefit is covered and the appropriate level of cover, if any.

#### 1) General Conditions

We will pay benefits for In-patient and Day-patient treatment, Side Room Procedures and Out-patient procedures for a maximum of 180 days per person in any calendar year, less any days treatment within the same calendar year which has been paid under any other health insurance contract (for benefit in respect of psychiatric treatment and addiction treatment, please refer to T&Cs 5(21) and 5(22)).

- 2) The benefits which We will pay will depend on the terms of Your Policy on:(i) the first day of a hospital stay or (ii) the date of the treatment if You are not staying in hospital.
- 3) If the benefits do not cover the full cost of the treatment, You are responsible for any balance.
- 4) We will pay the actual amount You are charged or the benefits payable under the Policy, whichever is lower.
- 5) If You use hospital accommodation (including ICU) which requires a higher level of cover than You hold under Your Plan, the level of benefits payable, if any, will be as outlined in Your Table of Benefits. This includes transfers to hospitals, including transfers to ICUs in hospitals which require a higher level of cover than You hold under Your Plan, the level of benefits payable, if any, will be as outlined in Your Table of Benefits. Where a hospital is not listed in the Directory of Hospitals (and Treatment Centres), no benefit will be payable or where a hospital is listed in the Directory of Hospitals (and Treatment Centres) and not covered by Your Plan, no benefit will be payable.

# 6) Hospital Benefit

Hospital benefit is payable for In-patient treatment in a participating or non-participating hospital listed in the Directory of Hospitals (and Treatment Centres) and which is covered by Your Plan, in private and semi-private accommodation. Details of the benefits payable are contained in Your Table of Benefits.

# 7) Professional Fee Benefit

We will pay Consultant or General Practitioner fees for medically necessary treatment which is covered by the Schedules of Benefits and is carried out in a participating or a non-participating hospital. If a Consultant or General Practitioner is non-participating, We will pay the standard benefit as set out in the Schedules of Benefits (even if Your treatment is provided on an emergency basis), and You may have to pay an additional amount Yourself. If the treatment is not covered by Your Plan or is carried out in a hospital which is not covered by Your Plan, benefit for Consultant or General Practitioner fees will not be payable. However, professional fee benefit as set out in the Schedule of Benefits for Professional Fees is payable for Out-patient procedures with the exception of Out-patient radiotherapy.

# 8) Day-to-day Medical Expenses Benefit

If included in Your Plan, Day-to-day medical expenses benefit is payable for treatment as specified in Your Table of Benefits.

# 9) Out-patient Medical Expenses Benefit

If included in Your Plan, Out-patient medical expenses benefit is payable for treatment as specified in Your Table of Benefits.

# 10) Day Care Procedures

Hospital benefit is payable for specified Day Care Procedures carried out in an approved day care facility listed in the Directory of Hospitals (and Treatment Centres) and which is covered by Your Plan. If the Day Care Procedures are performed in an In-patient setting (private or semi-private) the approved day care charges only are payable. If it is medically necessary for You to receive the treatment as an In-patient, We will pay the full benefits for the hospital charges in accordance with the level of cover under Your Plan.

#### 11) Side Room Procedures

Hospital benefit is payable for Side Room Procedures carried out in an approved hospital listed in the Directory of Hospitals (and Treatment Centres) and which is covered by Your Plan. If it is medically necessary for You to receive the treatment as a Day-patient or as an In-patient, We will pay the full benefits for the hospital charges in accordance with the level of cover under Your Plan.

#### 12) Out-Patient Procedures

Benefit is payable for Out-patient procedures carried out on an Out-patient basis. Where an Out-patient procedure is carried out in a hospital which is not covered by Your Plan, professional fee benefit is payable only in accordance with Rule 5(7). However hospital charges arising in hospitals which are not covered under Your Plan are not eligible for benefit. No benefit is payable for Out-patient Radiotherapy carried out in a hospital which is not covered by Your Plan.

#### 13) Fixed Price Procedures (FPPs)

We will provide the benefit set out in Section 1 of Your Table of Benefits for Fixed Price Procedures available in the Directory of Hospitals (and Treatment Centres) included in the Fixed Price Procedure Hospital List. Please note that the level of cover may vary depending on the type of Fixed Price Procedure. Some of these procedures when carried out in other hospitals are not called Fixed Price Procedures and in these circumstances benefit is payable in accordance with the benefits associated with Your level of cover for these hospitals, as set out in Your Table of Benefits, and not as a Fixed Price Procedure. If You are in any doubt about the level of cover payable in respect of any procedure or treatment, We recommend that You contact Us prior to admission.

#### 14) Specified Orthopaedic and Ophthalmic Procedures

If included in Your Plan, We will provide the benefits set out in Section 1 of Your Table of Benefits for Specified Orthopaedic and Ophthalmic Procedures. It is important to note that these specified orthopaedic and ophthalmic procedures are available in hospitals other than the designated private hospitals and where these specified orthopaedic and ophthalmic procedures are carried out in hospitals other than the designated private hospitals, the benefits associated with Your level of cover for these hospitals is payable in accordance with the details set out in Your Table of Benefits. If You are in any doubt about the level of cover payable in respect of any procedure or treatment, We recommend that You contact Us prior to admission.

### 15) MRI Scans

Benefit for MRI scans is subject to the following conditions:

- (i) You are referred for an MRI scan by a Consultant or General Practitioner in the centres listed for cover for Consultant or General Practitioner referrals or where You are referred for an MRI scan by a Consultant to a centre which is listed for cover for Consultant referrals only; and
- (ii) The MRI scan is carried out in an MRI centre listed in the Directory of Approved Out-patient Scan Centres or for in-patient MRI scans in a hospital listed in the Directory of Hospitals (and Treatment Centres) which is covered by Your Plan; and
- (iii) The MRI scan is to investigate or rule out certain medical conditions. A list of the approved clinical indications for which benefit is payable appears in the Schedule of Benefits for Professional Fees.

# **Out-patient MRI scans**

If You attend an MRI centre with direct pay arrangements for Consultant referrals only or Consultant and GP referrals in the Directory of Approved Out-patient Scan Centres we will pay the benefit set out in Section 8 of your Table of Benefits. If you are referred by a Consultant or GP to a pay and claim back centre in the Directory of Approved Out-patient Scan Centres you will be asked to pay at the centre and to submit a claim to Vhi and we will pay the benefit set out in Section 8 of Your Table of Benefits subject to an excess. You can submit your claim to Vhi by completing a Non Direct MRI Claim Form which is available on our website. Your consultant or doctor must complete the required sections. If you attend an MRI Centre which is not included in the Directory of Approved Out-patient Scan Centres, no benefit is payable for either the facility charge or the consultant radiologist's professional fee

#### 16) PET-CT Scans

Benefit for PET-CT scans is available to customers subject to the following criteria:

- Prior Approval; and
- You are referred for a PET-CT scan by a Consultant; and
- The PET-CT scan is carried out in a PET-CT Centre covered by Your Plan and as specified in the Directory of Out-patient Scan Centres; and
- The PET-CT scan is carried out for one of the clinical indications as specified by Us to all Consultants.

### 17) Dexa Scans

We will pay the benefit listed in Your Table of Benefits towards the cost of a dexa scan, subject to the following criteria:

- (i) You are referred for a dexa scan by a General Practitioner or Consultant to an approved dexa scan centre listed in the Directory of Hospitals (and Treatment Centres); and
- (ii) You meet the eligibility criteria and one of the clinical indications as specified in the Schedule of Benefits for Medical Screening.

# 18) **Mammograms**

We will pay the benefit listed in Your Table of Benefits towards the cost of a Mammogram, subject to the following criteria:

- (i) You are referred for a Mammogram by a General Practitioner or Consultant to an approved Mammogram centre listed in the Directory of Hospitals (and Treatment Centres); and
- (ii) You meet the eligibility criteria and one of the clinical indications as specified in the Schedule of Benefits for Medical Screening.

#### 19) Convalescent Care

We will pay the benefit listed in Section 5 of Your Table of Benefits towards convalescent care where each of the following is satisfied in full:

- (i) If the Consultant decides and Our Medical Director agrees, that it is necessary for medical reasons for You to receive convalescent care in a Convalescent Home;
- (ii) If the care is immediately after a medically necessary stay in hospital which is eligible for benefit, even if the hospital is not covered by Your Plan:
- (iii) If You occupy single room accommodation in a Convalescent Home listed in the Directory of Convalescent Homes.

#### 20) Transport Costs

We will pay for the cost of an ambulance/intermediary ambulance where each of the following is satisfied in full:

- (i) If the doctor certifies that it is medically necessary because the Customer is seriously ill or disabled;
- (ii) If the ambulance/intermediary ambulance is used: to transfer a Customer, who is an In-patient of a hospital, between hospitals listed in the Directory of Hospitals (and Treatment Centres) where at least one hospital is covered by the Plan; or to transfer the Customer from a hospital covered by Your Plan and listed in the Directory of Hospitals (and Treatment Centres) to an MRI Centre listed in the Directory of Approved MRI Centres; or to transfer the Customer to a convalescent home listed in the Directory of Convalescent Homes, if the stay in a convalescent home is approved; or to transfer the Customer from a hospital covered by the Plan and listed in the Directory of Hospitals (and Treatment Centres) to a hospice;
- (iii) If benefit is payable in respect of treatment received by the Customer in the hospital, MRI Centre or Convalescent Home, to or from which the ambulance/intermediary ambulance transported the Customer; and;
- (iv) If the ambulance/intermediary ambulance company is approved by Us.

The payment of ambulance/intermediary ambulance costs does not guarantee the eligibility for benefit of other charges relating to a claim. Where the doctor determines that the most appropriate level of transport required is a taxi, benefit will be payable directly to the hospital from which the Customer is transferred subject to criteria (ii) and (iii) above.

# 21) Psychiatric Treatment

- (i) We will only pay for In-patient Psychiatric Treatment in a psychiatric hospital listed in the Directory of Hospitals (and Treatment Centres) or an approved psychiatric unit of a hospital listed in the Directory of Hospitals (and Treatment Centres) and which is covered by Your Plan for the maximum number of days per Customer in any calendar year listed in Section 3 of Your Table of Benefits, less any days treatment within the same calendar year which has been paid under any other health insurance contract; and
- (ii) We will pay for day care Psychiatric Treatment for approved day care programmes in St. John of God Hospital, Stillorgan, St. Patrick's Hospital, Dublin, Lois Bridges, Dublin and Hampstead Hospital, Dublin.

#### 22) Addiction Treatment

Each customer on the Policy is entitled to addiction treatment for:

- (i) Alcoholism, drug abuse or other substance abuse subject to a maximum of 91 days benefit (less any days paid for by another health insurance contract) in any five year period. The five year period is calculated as the immediate five years prior to the discharge date of any such claim; and
- (ii) Pathological gambling subject to the maximum number of days per Customer in any calendar year listed in Section 3(a) of the Table of Benefits, less any days treatment within the same calendar year which has been paid for under any other health insurance contract.

# 23) Breast Reduction

Benefit for breast reduction is subject to prior approval and payable only if specific criteria, as set out in the Schedules of Benefits for Professional Fees and Private Hospital Services, are satisfied in full.

#### 24) Dental Treatment

Many dental procedures eligible for benefits are classified as Day Care or Side Room Procedures and many must also be authorised by Our dental advisors prior to being performed. Your Dental Practitioner will need to send a Pre-certification Form and radiological evidence to Our Claims Department for assessment by Our dental advisors. (i) We will not pay benefits for dental/oral-surgical and orthodontic treatment and treatments related to functional disorders of the chewing system, including Out-patient consultations, except for those dental/oral-surgical procedures listed in the Schedule of Benefits for Professional Fees and the treatments listed under the Day-to-day medical expenses or Out-patient medical expenses section of Your Table of Benefits (if included under Your Plan); and (ii) Professional fee benefit is payable for non-cosmetic osseointegrated mandibular implants only if specific criteria, as set out in the Schedule of Benefits, is satisfied in full. In addition, a grant-in-aid of €532.29 is payable per implant towards the cost of the implant components.

#### 25) Cancer Care Support Benefit

We will pay the benefit listed in Section 5 of Your Table of Benefits towards the accommodation costs of a Customer in a hotel, hostel or B&B when a Customer travels to receive Out-patient chemotherapy and/or Out-patient radiotherapy treatment in a hospital listed in the Directory of Hospitals (and Treatment Centres) covered by the Plan. Only claims accompanied by dated receipts on headed paper will be eligible for benefit.

### 26) Return Home Benefit

If included in Your Plan, We will pay the benefit listed in Section 5 of Your Table of Benefits, towards travel costs incurred by You on Your discharge from hospital to Your home. The benefit is only payable following a medically necessary stay in hospital of at least 5 days which is eligible for benefit. Travel costs are limited to public transport, taxi, hackney and car parking costs. Only claims accompanied by dated receipts on headed paper will be eligible for benefit. The benefit is subject to a maximum of 3 claims per calendar year.

# 27) Maternity

#### (i) Hospital Charges

We will pay the benefits listed in Section 4 of Your Table of Benefits towards the cost of hospital charges for normal confinements in a participating or non-participating hospital listed in the Directory of Hospitals (and Treatment Centres) and which is covered by Your Plan, in private and semi-private accommodation.

If there are significant medical complications arising from the pregnancy or delivery which necessitate a stay in hospital, We will pay the hospital benefits as listed in Section 1 of Your Table of Benefits.

#### (ii) Consultants' Fees

We will pay part of the Consultant's delivery fee as listed in the Schedule of Benefits for Professional Fees. The amount We will pay will be higher for a caesarean delivery. Benefits in respect of Consultant's fees are only payable where Your Consultant personally delivers Your baby and where the delivery takes place in a hospital listed in the Directory of Hospitals (and Treatment Centres), and which is covered by Your Plan.

#### (iii) Home Births

We will pay a contribution up to the benefit listed in Section 4 of Your Table of Benefits for medical expenses incurred for Home Births and home nursing by a Nurse.

Note: Contribution to Midwife expenses incurred by a Customer for home birth is only available when the Midwife is registered on the midwives division of An Bord Altranais register and where the Midwife has medical indemnity insurance.

It is the responsibility of the Customer to ensure that the Nurse is registered and has indemnity insurance.

# (iv) Post-natal Home Nursing

If included in Your Plan, We will pay the charges for home nursing by a Nurse if We pay the charges for normal confinement, up to the benefit listed in Section 4 of Your Table of Benefits, provided that they are incurred within 3 days after Your delivery. The combined amount of benefit for post-natal home nursing and hospital charges cannot exceed the limit set out in Section 4 of Your Table of Benefits.

#### 28) Pre- and Post-natal Care

If included in Your Plan, We will pay the benefit listed in Your Table of Benefits towards the cost of pre-and post-natal care incurred by the insured pregnant female, provided the person giving the care is a General Practitioner, Consultant or Midwife. The maximum benefit, as set out in Your Table of Benefits, can be claimed once per pregnancy.

# 29) Foetal Screening

If included in Your Plan, We will pay benefit in accordance with the level of cover under Section 1 for chorionic villus sampling, amniocentesis and cordocentesis where there is a high risk of specified foetal abnormalities and where specific conditions outlined in the Schedule of Benefits for Professional Fees have been satisfied. If these conditions are not satisfied, We will pay the benefit listed in Your Table of Benefits (depending on Your Plan) towards the cost of these procedures. This benefit can also be used for foetal anomaly scans and non-invasive prenatal (foetal DNA) testing.

# 30) Post-natal Home Help

If included in Your Plan, We will pay the benefit listed in Your Table of Benefits towards the cost of domestic home help following the birth of Your Child from a Home Help provider approved by Us (contact Us for further details or refer to Vhi.ie/downloads for a list of providers). The charges must be incurred within 6 weeks of the birth. This benefit is payable to the Adult Customer availing of the service.

#### 31) Ante-natal Course

If included in Your Plan, We will pay the benefit listed in Your Table of Benefits towards the cost of an Ante-natal course. The person giving the course must be a Midwife. This benefit is payable in respect of the Adult Customer availing of the service. (See also Rule 8e).

# 32) Breast Feeding Consultation

If included in Your Plan, We will pay the benefit listed in Your Table of Benefits towards the cost of a Breast Feeding Consultant. Only claims accompanied by a dated receipt on headed paper will be eligible for benefit. This benefit is payable to the Adult Customer availing of the service.

# 33) Paediatrician Benefit

If included on Your Child's Plan, We will pay the benefit listed in the Table of Benefits for the first visit of Your Child to a Consultant Paediatrician within 1 year of the birth.

# 34) Baby Massage Classes

If included in Your Plan, We will pay the benefit listed in Your Table of Benefits for baby massage classes carried out by members of the International Association of Infant Massage for Your Child up to 1 year after the birth. This benefit is payable in respect of the Adult Customer availing of the service. (See also Rule 8e).

# 35) Child Home Nursing

If included on Your Child's Plan, We will pay the benefit listed in Section 5 of the Table of Benefits for the cost of nursing care at home for a Child if his/her General Practitioner or Consultant decides that, for medical reasons, they need to receive care following a stay in a hospital of at least 5 days. This nursing care must commence within two weeks of their discharge from hospital and must be completed within six weeks of their discharge. The person giving the care must be a Nurse registered with An Bord Altranais.

#### 36) Parent Accompanying Child

We will pay the benefits listed in Section 5 of Your Table of Benefits towards the accommodation and travel costs of an Adult Customer accompanying a Child (including new born Children) for up to 14 days per Child per calendar year following a stay in excess of 3 days in hospital, during that Child's hospital admission. No benefit is payable for the first 3 days. The benefit is only payable where the Child has received medically necessary treatment in Ireland that is eligible for benefit. The claiming Customer must be a parent/guardian of the Child insured with Us.

Accommodation costs are limited to hotel, B&B, hostel and hospital accommodation. Travel costs are limited to public transport, taxi, hackney and car parking costs. Only claims accompanied by dated receipts on headed paper will be eligible for benefit.

# 37) Child Counselling

If included on Your Child's Plan, We will pay the benefits listed in the Table of Benefits for a Child who is referred by a General Practitioner or Consultant to a Clinical Psychologist, as defined.

#### 38) Consultant Consultations

We will pay the benefit listed in Your Table of Benefits towards the cost of a consultation, excluding maternity and the 1st visit to a Consultant Paediatrician.

# 39) Optical and Eye Testing

If included in Your Plan, We will pay up to the benefit listed in Your Table of Benefits for eye tests and/or prescription spectacles and contact lenses in a 24 month period (unless otherwise stated in Your Table of Benefits). This period of cover begins on the date that treatment is first received, or prescription spectacles or contact lenses are first purchased. Eye tests must be carried out by an Optometrist registered with the Opticians Board or the Optical Registration Board at CORU or by an Ophthalmic Surgeon or Ophthalmic Physician registered with Us.

#### 40) Hearing Test

If included in Your Plan, We will pay the benefit listed in Your Table of Benefits towards the cost of a hearing test provided the test is carried out by an Audiologist.

# 41) Clinical Psychologist

If included in Your Plan, We will pay the benefit listed in Your Table of Benefits towards the cost of a Clinical Psychologist.

### 42) Accident & Emergency Cover

If included in Your Plan, We will pay the benefit listed in Your Table of Benefits in respect of the public hospital Out-patient levy.

#### 43) 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.

Follow-up treatment within Vhi SwiftCare, after the initial consultation, is also covered and the maximum amount You may have to pay is set out in Your Table of Benefits.

Please note that pre-arranged appointments, where no initial consultation in Vhi SwiftCare takes place, for additional services such as physiotherapy, dental, orthopaedic, referrals for radiology tests etc. are not included in the follow-up treatment package. Please also note that it is only possible to claim benefits once i.e. no benefit will be payable for shortfalls submitted against any other part of Your health insurance Plan.

#### 44) Travel Vaccination

If included in Your Plan, We will pay the benefit listed in Your Table of Benefits for travel vaccinations administered by a General Practitioner, Consultant or Nurse.

### 45) Out-patient Mental Health Treatment

- (i) If included in Your Plan, We will pay the benefit listed in Section 3 of Your Table of Benefits towards the cost of a mental health assessment in an Out-patient Mental Health Centre listed in the Directory of Hospitals (and Treatment Centres).
- (ii) We will pay the benefit listed in Section 3 or the Day-to-day medical expenses or Out-patient medical expenses section of Your Table of Benefits towards the cost of a mental health therapy session in an approved Out-patient Mental Health Centre.

# 46) Lifestage Screening

We will pay the benefit listed in Your Table of Benefits towards the cost of a Lifestage Screening, in a 24 month period provided We determine it to be medically appropriate, subject to it being provided in a Vhi Medical Centre, as listed in the Directory of Hospitals (and Treatment Centres). This 24 month period begins on the date that the screening tests are performed. Customers under the age of 18 years at their last renewal are not covered for screening.

# 47) Fitness Screening and Personalised Exercise Programme

If included in Your Plan, We will provide the benefit listed in Your Table of Benefits for an agreed fitness screening and personalised exercise programme carried out in the Sports Surgery Clinic, Santry.

#### 48) Vhi Hospital@Home

Benefit is payable in accordance with agreed charges for treatment of specified conditions provided by Vhi Hospital@Home subject to satisfaction of the following criteria:

- 1. The referral is from a General Practitioner relating to a Customer in their own home or a Nursing Home in the Greater Dublin Area or within 30km radius of Galway City, or
- 2. The referral is from a Consultant attached to a hospital listed for benefit from one of the following routes:

Accident & Emergency Department Hospital In-patient wards Consultants' Rooms

Please refer to Vhi.ie for the most up-to-date details regarding referring hospitals, age eligibility and conditions approved for cover. You may contact us also if you have a question as to whether a condition comes under this category.

#### 49) Sports Physician

If included in Your Plan, We will pay the benefits listed in Your Table of Benefits towards the cost of a consultation with a Sports Benefit Physician.

# 50) Sports Injury Programmes

If included in Your Plan, We will provide the benefit set out in Your Table of Benefits for bodily injury which in the opinion of Our Medical Director is consistent with a Sports Injury and meets the criteria in full of the relevant Sports Injury Programme.

It is important to note that, for the purpose of this Plan, such programmes are only available in the Sports Surgery Clinic, Santry. When the relevant investigations, treatments or procedures are carried out in other hospitals they do not constitute the Vhi Sports Injury Programmes and in such circumstances benefit is payable only in accordance with the benefits set out in Your Table of Benefits. If You are in any doubt about the level of cover payable in respect of any procedure or treatment, We recommend that You contact Us prior to treatment.

# 51) Emergency Dental Treatment

If included in Your Plan, We will pay the benefit listed in Your Table of Benefits towards the cost of emergency dental treatment following an accident. You must present to the Dental Practitioner within 5 days following an accident. Only claims accompanied by a dated receipt on headed paper and certified by the Dental Practitioner that emergency dental treatment was necessary, will be eligible for benefit.

# 52) Emergency Care Treatment

If included in Your Plan, We will cover any charges incurred during Your initial consultation in an approved Vhi SwiftCare Clinic for a sports injury. You must present to the Vhi SwiftCare Clinic within 48 hours of receiving the sports injury.

#### 53) Home Nursing

If included on Your Plan, We will pay the benefit listed in Section 5 of Your Table of Benefits towards home nursing care for a Customer who is over 18 years of age at his/her last renewal date and where each of the following is satisfied in full:

- (i) If the Consultant decides and Our Medical Director agrees, that it is necessary for medical reasons for a Customer to receive Home Nursing Care at home;
- (ii) If the care is immediately after a medically necessary stay in hospital which is eligible for benefit, even if the hospital is not covered by Your Plan;
- (iii) If the person giving the care is a Nurse registered with An Bord Altranais.

#### 54) Heart Check

We will pay the benefit listed in Your Table of Benefits towards the cost of a heart check, in a 24 month period provided We determine it to be medically appropriate, subject to it being provided in a Vhi Medical Centre, as listed in the Directory of Hospitals (and Treatment Centres). This 24 month period begins on the date that the check is performed. Customers under the age of 18 at their last renewal are not covered for this benefit.

# 55) Cancer Check

We will pay the benefit listed in Your Table of Benefits towards the cost of a cancer check, in a 24 month period provided We determine it to be medically appropriate, subject to it being provided in a Vhi Medical Centre, as listed in the Directory of Hospitals (and Treatment Centres). This 24 month period begins on the date that the check is performed. Customers under the age of 18 at their last renewal are not covered for this benefit.

#### 56) Manual Lymph Drainage

If included in Your Plan, We will pay the benefit listed in Your Table of Benefits towards the cost of Manual Lymph Drainage following cancer treatment provided the person giving the care is a Physiotherapist or Physical Therapist or a member of MLD (Manual Lymph Drainage) Ireland.

# 57) Prior Approval

Where Prior Approval has been sought and granted, the letter approving Your treatment is valid for 60 days from the date of issue by Vhi Insurance. If the treatment takes place after this time (60 days), a new prior approval application will be required.

# 58) Vhi Second Opinion Service

- The Vhi Second Opinion service offers members a medical second opinion for any condition adversely affecting their quality of life. Should You wish to avail of this service or find out more details, please contact Us on 1850 247 724. The service is available to all members of HealthPlus Plans subject to a referral from a treating Consultant.
- The Vhi Second Opinion for Kids service offers Children, as defined, a medical second opinion for any condition adversely affecting their quality of life. Should You wish to avail of this service or find out more details, please contact Us on 1850 247 724. The service is available to all Children insured on Our Hospital, Company and PMI Plans. The service is only available to Children subject to a referral from their treating Consultant.

# 59) Fertility Programme

If included in Your Plan, We will pay the benefit set out in Your Table of Benefits towards Egg and Sperm freezing (where carried out separate to an IVF or ICSI cycle), IUI (intrauterine insemination) and either IVF (in vitro fertilisation) or ICSI (intracytoplasmic sperm injection), provided it is carried out in a Vhi participating Fertility Treatment Centre as outlined in the Directory of Hospitals (and Treatment Centres). In order to qualify for the discounts on the AMH and Semen Analysis tests You must have attended an initial consultation at a participating Fertility Treatment Centre.

#### 60) Fertility Programme Counselling

If included in Your Plan, We will pay the benefit set out in Your Table of Benefits for either individual or group counselling sessions as part of the Fertility Programme, provided it is carried out by a Fertility Programme Counsellor.

# 61) Vhi VisionCare

If included in Your Plan, We will pay the benefit listed in Your Table of Benefits for a comprehensive eye exam carried out by a VSP Eye-care professional subject to a referral from the Vhi VisionCare E-screen which can be accessed through Vhi.ie/myvhi. The comprehensive eye exam must be carried out by a VSP Eye-care professional listed on the Vhi VisionCare network of providers.

#### 62) Joint Care Programme

If included in Your Plan, We will pay the benefit listed in Your Table of Benefits towards the cost of the Joint Care Programme, in a 24 month period provided this is carried out by a Physiotherapist employed by The Physio Company. This 24 month period begins on the date that the screening is performed. Customers under 18 years at their last renewal are not covered for this screening. To make a booking please contact The Physio Company at (01) 518 0011. Details available on Vhi.ie/members.

#### 63) Maternity Yoga and Pilates Classes

If included in Your Plan, We will pay the benefit listed in Your Table of Benefits for 'maternity yoga' or 'maternity pilates' classes carried out by a qualified instructor. This benefit is payable in respect of the insured female Customer availing of the service. (See also Rule 8e).

# 64) Maternity Scan

If included in Your Plan, We will pay the benefit listed in Your Table of Benefits for a maternity scan / early pregnancy scan carried out by a General Practitioner, Consultant or Sonographer. This benefit is payable in respect of the female Customer availing of the service. (See also Rule 8e).

# 65) Baby Swim Classes

If included on Your Child's Plan, We will pay the benefit listed in the Table of Benefits for baby swim classes up to 1 year after the birth. This benefit is payable in respect of the Child Customer availing of the service. (See also Rule 8e).

# 66) Vaccinations for Meningitis B and Chicken Pox

If included on Your Child's Plan, We will pay the benefit listed in the Table of Benefits for Meningitis B and Chicken Pox vaccinations administered by a General Practitioner, Consultant or Nurse. This benefit is payable in respect of the Child Customer availing of the service. (See also Rule 8e).

#### 67) Female and Male Mental Health Counselling

If included in Your Plan, We will pay the benefit listed in Your Table of Benefits for mental health counselling sessions provided by 'Nurture' (www.nurturecharity.org/) for depression in pregnancy, fertility issues, post-natal depression and grief. This benefit is payable in respect of the Customer availing of the service. Please refer to Vhi.ie for further details. (See also Rule 8e).

# **68) New Parents Food Pack**

If included in Your Plan, We will pay the benefit listed in Your Table of Benefits for a 10-meal nutritional food pack provided to new parents. To access this benefit, simply contact Us to register Your new Child on Your policy and We will provide You with Your voucher code. This benefit is available up to 1 year after the birth and is payable in respect of the Adult Customer availing of the service.

# 69) Paediatric First Aid Course

If included in Your Plan, We will pay the benefit listed in Your Table of Benefits for a paediatric first aid course provided by the Irish Red Cross (www.redcross.ie). This benefit is payable in respect of the Adult Customer availing of the service. (See also Rule 8e).

# 70) STI (Sexually Transmitted Infection) Screening

If included in Your Plan, We will pay the benefit listed in Your Table of Benefits towards the cost of STI screening carried out by a General Practitioner or Consultant in his/her own rooms.

#### 71) Psycho-oncology Counselling

If included in Your Plan, We will pay the benefit listed in Your Table of Benefits towards the cost of psycho-oncology counselling where an insured Customer is referred by a General Practitioner or Consultant to a Clinical Psychologist, as defined. Only claims accompanied by a dated receipt on headed paper will be eligible for benefit.

# 72) Vhi Cardiac Care Programme

#### Cardiac Care Programme

If included in Your Plan, We will pay the benefit listed in Your Table of Benefits towards the cost of a personalised exercise and behavioural programme carried out at Medfit Proactive Healthcare, Blackrock, Co. Dublin (Medfit.ie), aimed at reducing the risk of a heart event.

#### Urgent Cardiac Care Benefit

If included in Your Plan, We will pay the benefit listed in Your Table of Benefits towards the cost of attendance at the Mater Private (Heart and Vascular Centre) for the Urgent Cardiac Care Service where You will have access to a specialist cardiologist, cardiology Nurse, cardiac catheterisation laboratory and ECG facilities.

#### · Cardiac Rehabilitation Programme

If included in Your Plan and where the member has had an inpatient cardiac admission, We will pay the benefit listed in Your Table of Benefits towards the cost of a personalised exercise and behavioural programme carried out at Medfit Proactive Healthcare, Blackrock, Co. Dublin (Medfit.ie), aimed at helping You recover from a cardiac event e.g. heart surgery, stenting or heart attack.

#### 73) Strength & Conditioning Coach

If included in your plan, We will provide the benefit listed in your Table of Benefits for visits to an accredited UKSCA (United Kingdom Strength and Conditioning Association) Strength and Conditioning Coach.

#### 74) Online GP

If included in Your Plan, We will pay the benefit listed in Your Table of Benefits towards consultations with the Vhi Online Doctor service which can be accessed via the Vhi app. Please note that the Vhi Online Doctor will not offer treatment/diagnosis for children under 2. Under 2's may only be seen for general 'non-treatment' advice.

# 75) Non-oncology CT Scans

Benefit for non-oncology CT scans is available to customers subject to the following criteria:

- The customer is referred for a CT scan by a GP or Consultant; and
- The CT scan is carried out in a CT Centre covered by your plan and as specified in the Directory of Out-patient Scan Centres.

# 76) Genetic Testing for Cancer Consultation for Hereditary Cancer Risk Assessment

If included in Your Plan, We will pay the benefit set out in Your Table of Benefits towards an initial consultation with Our designated Consultant in cancer genetics provided it is carried out in a Vhi Genetic Testing Centre for Cancer Risk as outlined in the Directory of Hospitals (and Treatment Centres). Please note that a referral is required from a GP or Consultant.

# 77) Genetic Testing for Cancer Risk

If included in Your Plan, We will pay the benefit set out in Your Table of Benefits to test for genetic mutations associated with hereditary breast-ovarian cancer Syndrome or hereditary non-polyposis colorectal cancer (HNPCC, Lynch Syndrome) where it is recommended by Our designated Consultant in cancer genetics and provided it is carried out in a Vhi Genetic Testing Centre for Cancer Risk as outlined in the Directory of Hospitals (and Treatment Centres). Please note that medical criteria must be satisfied in order to avail of this benefit. Also, please note that Vhi will not be made aware of any genetic data as a result of this benefit.

# 78) Vhi Paediatric Clinic

We will pay the benefit listed in Your Table of Benefits towards the cost of an initial consultation with a Paediatric Consultant in an approved Vhi Paediatric Clinic. Follow-up treatment within the Vhi Paediatric Clinic, after the initial consultation, is also covered and the maximum benefit is set out in your Table of Benefits. Please note that it is only possible to claim benefits once i.e. no benefit will be payable for shortfalls submitted against any other part of your health insurance plan. Approved Vhi Paediatric Clinics are located within Vhi SwiftCare Clinics.

# 79) Gender Reassignment Surgery

Benefit for Gender Reassignment Surgery is subject to prior approval and payable only if specific criteria are satisfied in full – please contact Us for details of these criteria.

# 80) Oncology CT Scans

Benefit for Oncology-CT Scans is available to all customers where a diagnosis of a cancerous condition has been established and where the Customer requires CT services as part of their Oncology treatment/review subject to the following criteria:

- The customer is referred for a CT scan by a Consultant; and
- The CT scan is carried out in a CT Centre covered by your plan and as specified in the Directory of Out-patient Scan Centres and
- The CT scan is carried out for one of the clinical indications as specified by Us to all Consultants.

# 6. Cover outside Ireland

#### A) General Treatment Abroad Rules

- 1) Only Customers resident in Ireland for at least 180 days each calendar year are eligible for cover outside Ireland and/or repatriation.
- 2) Benefit may be provided for treatment in an internationally recognised hospital including professional fees as outlined in Your Table of Benefits, per temporary stay abroad.
- 3) You may also claim for expenses listed under the Day-to-day medical expenses or Out-patient medical expenses in Your Table of Benefits.
- 4) All documentation claim form, receipts, invoices and medical reports must be in English.
- 5) All eligible benefit associated with emergency or prior approved treatment abroad will be issued in euro. The exchange rate offered will be the Market Rate from the European Central Bank being applied to all charges at the start of your treatment or at the date of admission, where applicable. Please note that Currency Exchange Rates may fluctuate at times and the benefit calculated and offered may result in a shortfall for which You will be liable.
- 6) If You use Vhi Assist, We have to provide some of Your membership details to an international assistance company, on a strictly confidential basis. The assistance company will in turn give Us details of Your illness or injury. This information will be held on the assistance company's system. It will only be used to provide Vhi Assist services and benefits.

# B) Emergency Medical Treatment outside of Ireland

- 7) We will only pay for emergency treatment You receive outside Ireland if You need such emergency treatment due to an unexpected illness or accident that arises during a temporary stay abroad.
- 8) For Accident and Emergency Treatment Abroad, We will pay up to the maximum limit outlined in Your Table of Benefits, per calendar year, as applicable to Your Plan at the time of Your treatment.
- 9) We will cover eligible treatment received in an In-patient setting, day care setting and in an Out-patient Department in a hospital recognised by the State or Country You are visiting.

# **Contacting Vhi Assist**

- 10) Our emergency medical treatment abroad service is provided by an international assistance company, on a strictly confidential basis. When You contact Vhi Assist, the assistance company will be able to access Your membership details to verify Your cover and provide You with the necessary assistance. The assistance company will in turn give Us details of Your illness or injury and the relevant bills and/or receipts in order for Us to pay Your Claim. This information will be only be held by the assistance company in order to provide Vhi Assist services and benefits.
- 11) To claim for Emergency Cover Abroad it is obligatory to contact the Vhi Assist helpline PRIOR to receiving any medical treatment. In the event of an emergency or where You are physically unable to call You should appoint a relative or designated contact to call for You. The relevant emergency numbers are:

1800 364 9022 for USA & Canada and +353 1 448 2444 for Rest of World.

- 12) If You do not contact the Vhi Assist helpline Your claim may not be eligible for benefit.
- 13) If a case is being managed by Vhi Assist, You must indicate at the outset whether You hold separate travel insurance in respect of Your trip abroad and provide details of Your travel insurance cover.
- 14) Where You have made contact with Vhi Assist regarding Your treatment abroad, the file reference provided to You at that time must be quoted in all subsequent dealings with Vhi in relation to Your treatment.
- 15) Vhi Assist does not take the place of travel insurance and We recommend that You buy travel insurance before You go abroad. You may wish to consider Vhi MultiTrip.
- 16) Where You intend to travel abroad for longer than 180 days in any calendar year, We recommend that You buy separate insurance cover for Your trip. You may wish to consider Vhi International.

Please see Vhi.ie or contact one of Our offices for further details.

# 17) Vhi Assist may help by:

- i) Providing a direct payment facility in respect of eligible benefits where possible. Please note some overseas doctors or facilities may not accept payment from Us by direct settlement. Where this occurs You must pay Your bills directly to the overseas doctors or facilities and submit a claim to Us.
- ii) Providing a 24 hour emergency telephone service.
- iii) Maintaining regular contact with Your overseas doctors.
- iv) Monitoring Your ongoing care where necessary, if You are hospitalised.
- v) Making contact with Your doctor in Ireland, immediate family and Your employer if required.
- vi) Recommending a local hospital, where possible, where Customers will be able to receive appropriate treatment.

# **Emergency Treatment Abroad Exclusions**

- 18) Vhi Assist services or any other benefit in respect of treatment abroad will not be available for any of the following:
  - i) Where You travel abroad to receive treatment without obtaining prior approval.
  - ii) Where You travel abroad knowing that You may require treatment without obtaining prior approval.
  - iii) Where You travel against medical advice. We may request a detailed medical report and a "fit-to-fly" certificate from Your GP/Consultant.
  - iv) Medical expenses You incur following discharge from the hospital. These expenses can be included in Your Out-patient claim subject to excess and limits that may apply. Refer to Your Table of Benefits for full details.
  - v) Illnesses or Accidents arising from drinking alcohol or taking drugs.
  - vi) Deliberately injuring Yourself.
  - vii) Injuries caused during high risk activities or dangerous/hazardous sports such as mountaineering (above 4000 metres); motor competitions or any sports competitions (amateur or professional); bobsleigh; solo caving, cave diving or pot-holing; canyoning; aqua-lung diving below 30 metres; racing of any kind other than on foot; solo mountain climbing; hang-gliding; heli-skiing; high diving; hunting/shooting; hunting on horseback, horse jumping, polo, point-to-point, steeple-chasing or horse-racing of any kind; luge; micro-lighting; off-piste skiing or snowboarding (except when accompanied by a qualified guide); parasailing; para-skiing; quad biking; safari with guns, shark feeding/cage diving; skeleton, ski-jumping; racing or stunting; flying or taking part in other aerial activities except whilst travelling as a fare-paying passenger on a licensed airline; boxing, wrestling, karate and any form of martial arts or unarmed combat; professional sport; weight lifting; white water canoeing, white or black water rafting (grades 5 and 6); yachting outside territorial waters; or any other especially hazardous pursuits or activity except when organised as a holiday interest where you are given tuition by experts employed by the local organiser.
  - viii) Injuries caused due to Your negligence and where appropriate safety equipment is not used or is misused.
  - ix) Injuries You receive while breaking the law.
  - x) Any treatment that is not acutely medically necessary and could reasonably be provided on Your Planned return to Ireland.
  - xi) Routine dental treatment.
  - xii) If You refuse to follow advice from the treating doctor and/or Our Medical Director.
  - xiii) Where You travel to a country which is listed in the Irish Department of Foreign Affairs as a country with a Security Status of 'Do Not Travel' or where Our Customer becomes injured or ill by virtue of war, chemical, biological or nuclear disasters, civil disturbance or terrorism. (Refer to website www.dfa.ie for guidance).
  - xiv) Customers who do not have a return ticket or who do not intend returning to Ireland.
  - xv) Pregnancy related conditions when travelling in the last trimester (unless cover is specified under Your Plan).
  - xvi) Routine maternity or pregnancy related conditions such as scans, x-rays, blood tests, consultations and delivery are not eligible for benefit (unless cover is specified under Your Plan).
  - xvii) Convalescence or Rehabilitation services.
  - xviii) Follow-up treatment abroad not prior approved by Vhi Insurance.
  - xix) Telephone costs.
  - xx) Prescription/pharmacy costs.
  - xxi) Taxi costs.
  - xxii) MRI scans performed on an Out-patient basis.
  - xxiii) Cost for medical reports.
  - xxiv) Items listed in the Exclusions section of Your T&Cs.

#### 19) Repatriation Cover

We will only pay for Repatriation cover for the return of an ill or injured Customer to Ireland that requires medical assistance at the airport and/or during their flight. This must be supported by a detailed medical report in English by their treating medical doctor/Consultant. This benefit is available only where all arrangements are made using Vhi Assist.

- i) Repatriation cover is available following emergency treatment abroad where the attending doctor recommends and Our Medical Director agrees that it is necessary for medical reasons to transport the Customer back to Ireland for further treatment.
- ii) The Customer must be deemed stable and fit to fly by their treating doctor and Our Medical Director agrees. This must be supported by a detailed medical report in English by their treating medical doctor/Consultant.
- iii) The use of an air ambulance will only be considered where it is deemed by the attending doctor and Our Medical Director agrees that it is not medically appropriate for the Customer to be accommodated on a commercial flight.
- iv) For a companion, who is travelling with the Customer when their illness occurs and is beyond their scheduled return date to Ireland, the following benefit is available:
  - a. €1,000 for additional travel expenses, if they accompany the Customer during their repatriation to Ireland.
  - b.€1,000 for additional accommodation costs that are incurred by the companion while the Customer is in hospital.
- v) If the treatment the Customer requires is not available in the country in which they are travelling, We will cover the cost of evacuation to the nearest medical facility/country where treatment can be administered or arrange repatriation to Ireland if nearer.
- vi) A further €500 is available for the companion who accompanies the Customer during this evacuation.
- vii) Where a Child/Children under 14 years are travelling with the Customer and the Customer requires repatriation, We will arrange and pay the necessary additional costs to return the Child/Children home or continue to a destination specified by the Customer, up to a total maximum of €1,000 per Child.
- viii) We will also arrange and pay the travel costs of one adult to accompany the Child/Children up to a maximum of €1,000.
- ix) A further €500 is available for an adult accompanying a Child under 14 years while the Child is hospitalised. This benefit is available only where all arrangements are made via Vhi Assist.
- x) If repatriation to Ireland has been agreed We will only pay for the repatriation from the country in which the Customer is being treated directly back to Ireland. If the Customer fails to use the organised transportation, all costs associated with this transportation will be the Customer's responsibility.
- xi) If the Customer dies during a temporary stay abroad Vhi Assist will, if required, arrange the return of the remains to Ireland. If the Customer is repatriated or returns home and requires continued medical treatment or follow-up treatment in Ireland, the claim for this treatment will be subject to their T&Cs.
- xii) We may repatriate the Customer home at any time during their stay if they become ill or have an accident and it is agreed with their attending doctor and Our Medical Director agrees. Should the Customer wish to refuse this assistance, no further benefits are payable towards their medical care under their contract of insurance.

# 20) Repatriation Exclusions

Repatriation services under Vhi Assist will not be paid for any of the following:

- i) Illness or accidents arising from drinking alcohol or taking drugs.
- ii) Deliberately injuring Yourself.
- iii) Any treatment related to a psychiatric condition.
- iv) Injuries caused during high risk activities or dangerous/hazardous sports. Refer to Rule 18(vii).
- v) Injuries caused due to Your negligence and where appropriate safety equipment is not used or is misused.
- vi) Injuries You receive while breaking the law.
- vii) In the case of war, civil disturbance or terrorism, where We do not deem it safe to send Our medical repatriation staff into the area where the patient is staying.
- viii) Where You travel to a country which is listed by the Department of Foreign Affairs as a country of high risk or where Our Customer becomes injured or ill by virtue of war, chemical, biological or nuclear disasters, civil disturbance or terrorism. Please refer to www.dfa.ie for guidance.

Please note the European Health Insurance Card or EHIC allows the holder to access health care services when travelling to, or on holiday to, another EU or EEA country. There is no charge for the EHIC card. It is a free public service. Please visit www.ehic.ie to obtain information on how to apply for this card.

#### C) Prior Approval for Treatment Abroad

- 21) We will in certain circumstances provide benefit for Your Planned Treatment Abroad during a temporary stay abroad as outlined in points (i) and (ii) below.
  - (i) For surgical treatment or a diagnostic procedure that is available in Ireland, we will pay benefit for medically necessary surgical procedures and diagnostic procedures that are currently listed in the Vhi Schedule of Benefits for Professional Fees, Surgery and Procedures Section. We will pay up to the average benefit that we would have paid in respect of the same surgical procedure in Ireland under your level of cover (including professional fees). We will pay up to Plan amounts as specified in your Table of Benefits.
  - (ii) For a therapeutic procedure that is not available in Ireland we will pay up to the Plan amounts specified in your Table of Benefits, unless a reasonable alternative therapeutic procedure is available here in which case the benefit will be as outlined in (i) above.
  - (iii) For medically necessary hospital admissions for follow-up assessments that are not available in Ireland, following a therapeutic procedure eligible for benefit in accordance with (ii), we will pay up to the Plan amounts specified in Your Table of Benefits.
- 22) If You wish to apply for benefit for a planned treatment abroad, We require a fully completed **Prior Approval Application** form by Your Irish based referring Consultant.
- 23) We must receive the completed application 20 business days prior to commencement of Your treatment.
- 24) We require a copy of the referral letter from Your Irish Consultant to Your treating Consultant abroad and this must detail the medical urgency of Your treatment.
- 25) All treatment must be pre-authorised by Vhi Insurance and satisfy a list of specific criteria set out by Vhi Insurance. You must receive written approval from Vhi Insurance before You travel.
- 26) As Vhi Insurance does not have direct payment arrangements with overseas hospitals and doctors, You may need to pay these directly and submit a claim to Vhi Insurance.

# 27) Exclusions for Prior Approval Medical Treatment Abroad

Benefit is not payable for:

- i) Consultations in a Consultant's room or an Out-patient setting. Expenses in respect of consultations may be included in Your Out-patient claim subject to excess and limits that may apply. Refer to Your Table of Benefits for full details.
- ii) Assessments, investigations or diagnostic procedures, except as outlined in 6 C) 21) (i) above, required to make a medical diagnosis. Refer to Your Table of Benefits for full details.
- iii) Follow-up assessments, investigations required in the ongoing management of the patient except as outlined in 6 C) 21) (iii) above. Refer to Your Table of Benefits for full details.
- iv) Medically necessary treatment that can be carried out on an Out-patient basis.
- v) New, not proven forms of surgical procedures.
- vi) Participation in clinical trials.
- vii) Treatment for patients currently on national waiting lists for transplants that are not listed in the Schedules.
- viii) Treatment for Customers who do not have a return ticket to Ireland.
- ix) Repatriation back to Ireland following planned treatment abroad.
- x) Any treatment payable under Treatment Abroad Scheme (TAS) (E112) or the EU Directive 2011/24/EU Application of patients' rights in Cross Border Healthcare. Please visit www.eu-patient.eu to obtain further details.
- xi) Routine maternity or pregnancy related conditions such as scans, x-rays, blood tests, consultations and delivery are not eligible for benefit (unless specifically covered by Your Plan).
- xii) Convalescence or rehabilitation services.
- xiii) Routine dental treatment.
- xiv) Any treatment related to a psychiatric condition.
- xv) Any treatment for alcohol or substance abuse and pathological gambling.
- xvi) Treatment that is available in Ireland but is not listed in the Schedule of Benefits for Professional Fees.
- xvii) Equivalent treatment that is available in Ireland but is not eligible for benefit under Your current Plan with Vhi.
- xviii) Treatment if You travel against medical advice.
- xix) The cost of medical reports.
- xx) Items listed in the Exclusions Section of Your T&Cs.

# D) Recovery

We shall be entitled at Our own expense to institute any proceedings We consider reasonable in the Customer's name to recover any payment made under the terms of their cover for treatment outside of Ireland and any amount so recovered shall belong to Us. You must also notify Us in writing if You instigate any action against a third party following an accident abroad. Please refer to the Third Party Claims section of the T&Cs for further details.

# 7. Exclusions

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

- i) Treatment which is not medically necessary treatment.
- ii) Vaccinations and routine or preventative medical examinations, including screenings, bone density scans and check-ups (Unless specifically covered by Your Plan).
- iii) Treatment which is not intended to cure or alleviate a medical condition.
- iv) Treatment or a hospital stay which in the opinion of Our Medical Director is consistent with long term care.
- v) Hearing and sight tests, hearing aids, spectacles, contact lenses (except those specified in Your Table of Benefits), dentures, or orthodontic appliances (such as braces).
- vi) Contraceptive measures or their reversal.
- vii) Any investigation or treatment relating to infertility carried out during the Waiting Periods set out in Section 2 and Section 3.
- viii) Any treatment which is in any way related to artificially assisted reproduction (unless specified in Your Table of Benefits).
- ix) Treatment or programmes for weight reduction or eating disorders other than anorexia nervosa and bulimia nervosa and those bariatric surgery procedures listed in the Schedule of Benefits for Professional Fees.
- x) 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 include but are not limited to aromatherapy, homeopathy and spinology.
- xi) Experimental drugs and treatments.
- xii) Psychologists' fees, other than those specifically covered by Your Plan, as defined and listed in these T&Cs and Your Table of Benefits where applicable.
- xiii) Nursery fees.
- xiv) Any charge for special nursing in hospital.
- xv) Any charge made for a medical report.
- xvi) Treatment or tests given by a practitioner to his/her wife/husband, Children or parents.
- xvii) Expenses for which the Customer is not liable.
- xviii) Expenses which the Customer is entitled to recover from a third party.
- xix) Cosmetic treatment and treatment of any complications arising from cosmetic treatment unless it is needed (i) to restore the Customer's appearance after an accident or (ii) because You were severely disfigured at birth.
- xx) Ophthalmic procedures for correction of short-sightedness, long-sightedness or astigmatism and lens extraction for prevention or treatment of glaucoma.
- xxi) Where a Customer is receiving treatment in a hospital or treatment centre listed in the Directory of Hospitals (and Treatment Centres) and is transferred to a hospital or treatment centre which is not listed for benefit in the Directory of Hospitals (and Treatment Centres), no benefit is payable for any Out-patient or In-patient charges arising in the hospital or treatment centre not listed for benefit.
  - Note: Where a Customer is receiving treatment in a hospital or treatment centre listed in the Directory of Hospitals (and Treatment Centres) and is transferred to another hospital for additional treatments or admission to an ICU, which requires a higher level of cover than held under their Plan, it is the responsibility of the Customer to check what level of benefits payable, if any, are outlined in their Table of Benefits for that hospital.
- xxii) Any investigation or treatment related to complications arising from treatment which is not eligible for benefit.
- xxiii) Online Consultations with a practitioner (including a General Practitioner or Consultant) from any Medical Speciality, including any prescription drugs or treatment prescribed following an online Consultation, unless specifically included on Your Table of Benefits or if the consultation is provided by Vhi Online Doctor.
- xxiv) Drugs that are licensed but not recommended for reimbursement by the National Centre for Pharmacoeconomics unless otherwise approved by Us.
- xxv) Reversal of previous gender reassignment surgery.

# 8. Claims

# In-patient Treatment, Day Care, Side Room and Out-patient procedures

#### a) PROVISIONS APPLICABLE TO ALL CLAIMS

- i) We will only pay benefits when We receive a claim form completed and signed by You and Your doctor, and the original invoices or receipts. Correspondence will only be sent to You in relation Your claim. You sign the claim form:
  - a) to confirm that the details on the form are correct and
  - b) to authorise the doctors/hospitals to supply the information requested, including copies of Your medical records, if requested.
- ii) We will only pay benefits for a Child when We receive a claim form completed and signed by the Parent/Legal Guardian and the Child's doctor, together with the original invoices or receipts.
  - The parent/legal guardian signs the claim form:
  - a) to confirm that the details on the form are correct;
  - b) to authorise the doctors/hospitals to supply the information requested, including copies of the Child's medical records, if requested and;
  - c) to authorise Vhi to correspond with the Policyholder in relation to the Claim and to issue payment directly to the Policyholder.

If the Child turns 18 while the claim is in progress, Vhi will continue to correspond with the Policyholder until the Claim is concluded.

iii) The details provided on the claim form are used for validation purposes against the details provided on the Policy. If You need to update or have not provided Us with specific details (phone, email address, bank account etc.) please contact Us at (056) 444 4444 or 1890 44 44 44 or log on to MyVhi to update your details.

#### b) **DIRECT PAYMENT TO HOSPITAL**

If We have a direct payment arrangement with a hospital, the hospital will send the claim form and invoices directly to Us. Hospital invoices must be in a format specified by Us. If they are not, We may be unable to calculate Your exact benefit for hospital charges in which case We will calculate the benefit due to the hospital as best We can from the information supplied, and We will pay this amount directly to the hospital.

We will send You details of the benefits We have paid. The Directory of Hospitals (and Treatment Centres) shows the hospitals with which We have a direct payment arrangement.

# c) NON-DIRECT PAYMENT TO HOSPITAL

If We do not have a direct payment arrangement with the hospital, You must send Us a claim form completed and signed by You and Your doctor, together with the relevant invoices.

- Hospital invoices must be in a format specified by Us. If they are not, We may be unable to calculate Your exact benefit for hospital charges in which case We will calculate the benefit due to You as best We can from the information supplied, and We will pay this amount.
- Payment of that estimate will be a complete discharge of Our obligations to You.
- You must do this within six months of the date the treatment started.
- We will then pay the benefits for the hospital charges to You.
- You must use all the benefits We pay to You for the services for which You are claiming.

# d) PAYMENTS TO DOCTORS

By law, We have to pay benefits for doctors' fees directly to the doctor (except for Day-to-day medical expenses benefit). We also have to deduct withholding tax from the benefits We pay. We will send You details of the benefits We pay to the doctor. If You pay the doctor directly, We must still pay the benefits to the doctor and You will then have to ask the doctor for a refund of any amounts You paid.

# e) OUT-PATIENT / DAY-TO-DAY AND LIFESTAGE MEDICAL EXPENSES

- We will pay benefits for eligible expenses listed in Your Table of Benefits when You send Us a claim form which You have completed and signed, together with receipts or when You use Our Snap and Send Claiming system (please note that separate additional T&Cs apply to the Snap and Send claiming system and will be available on MyVhi). You must submit Your claim within three months of the end of the renewal year.
- Eligible receipts should contain: Patient name, Practitioner name and relevant associate body, date of treatment, details of the treatment provided and the amount paid. All claims are reviewed in line with Your Table of Benefits and T&Cs and will be subject to excesses and maximums as set out in Your Table of Benefits.
- Please note that receipts will not be returned following assessment of Your claim, therefore You may wish to retain copies prior to submission.
- The annual excess is the amount each customer must exceed before being entitled to any benefit. Please note that to assess Your claim, We use the eligible benefit amount for each treatment (not the charge amounts). Benefit above the annual excess is payable up to the maximum limits which apply to Your plan. The annual excess, maximum benefit limit and eligible benefit amounts are set out in Section 9 of Your Table of Benefits.

  In addition to the above, should the Policyholder wish to submit receipts for more than one Customer, each Customer (or their parent/legal guardian) will be required to sign the Day-to-Day claim form to meet the requirements set out at Rule 8 (a) above and to authorise the payment and issuing of all correspondence associated with that Claim to the Policyholder at their specified bank account or by cheque where requested.

- f) If You or another Customer 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 policy, 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.
- q) If the renewal period is less than one year, the limits and excess applied to some benefits during this period are proportionally reduced.
- h) In order to process and to establish the eligibility and appropriateness of Your claim We will contact the facility and Your treating practitioners (including, where relevant, Your GP) on Your behalf to request a copy of all necessary information including, if requested, copies of the facility/medical records relating to the treatment and/or services received by You as part of this claim.

# 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 and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29 (Tel: (01) 567 7000) to decide on the matter. The decision of the Financial Services and Pensions 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

# 1. How We communicate with You

- a) **Policyholder**: We correspond with and take instruction from the Policyholder in relation to the administration of the Policy (e.g. cover sets, payments/ refunds, renewals, cancellations, changes of address for the policy and addition/deletion of dependants). Should the Policyholder wish to authorise another individual to deal with the Policy administration as detailed at a) above on their behalf please contact Us for details.
- b) **All adults** We will make the T&Cs and the Data Protection Notice for Your Policy available to You. We correspond directly with each adult insured on the Policy in relation to their own Claim. We can only discuss health information with the individual it relates to, subject to some limited exceptions (Contact Us for details).
- c) By default, where We have been provided with an email address for You, We will communicate with You electronically where practical. If We do not have an email address for You, we will communicate with You at the postal address given by the Policyholder.
- d) We may also contact You by phone, SMS, through the Vhi Health Assistant App in accordance with Your preferences.

# 2. Group Schemes - Corporate Groups

- a) Where You are a member of a Group Scheme and they are contributing to the cost of Your health insurance Policy, We may act on any request by them to effect, amend, renew or cancel Your Policy with Vhi. In all instances, the Policyholder will receive all Policy related documentation and where You are not satisfied with the details outlined in your documentation, please notify Vhi on receipt to discuss and provide Us with the details of your own request. Vhi will correspond with Customers in the same way as outlined in Rule 10 (1).
- b) If You are a member of a corporate group scheme there are a number of different ways in which You can join Vhi;
  - i) by the group scheme sharing information directly with Vhi
  - ii) through a third party administrator acting on behalf of the group scheme
  - iii) individually online, on the phone or by completing an application form.
- c) As part of this arrangement We may exchange the following information with the group scheme/third party administrators through secure and encrypted electronic channels and portals:
  - i) Group number, employee name (Policyholder), address, date of birth of the Policyholder, employee number, PPS number, effective date of the Policy, date of cancellation of the Policy, level of cover, premium amounts, including where relevant, name, date of birth and address (if different) for their partner and/or their dependants and shall not include any personally identifiable health related data.
  - ii) Aggregated and anonymised reports relating to the Group Scheme. For the avoidance of doubt no personally identifiable information is shared in these reports.

#### 3. Data Analysis

In order to adjudicate claims, administer Your Policy, manage Our business and for financial planning, Vhi will use Your data (including current and historic claims) to assist Us with predicting and managing costs; analysis of trends; pricing; profitability; modelling and propensity studies. In addition, We also need to process Your data to meet certain regulatory and legislative obligations that apply to Our business. We try to do all of the above by using aggregated or anonymous data where possible, so You won't be identifiable from the data, but some of this work involves processing Your data without anonymising it. We also undertake auditing and quality control to check that Our processes are robust and are being followed. Where We process health related claims data, this will be on the basis that it is necessary and proportionate for the purposes of providing health insurance policies as part of Our business.

- 4. The Policyholder must notify Us immediately of any change to the Policy or circumstances which could alter the assumptions on which the Policy 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 receipt of the T&Cs, We assume that no material change has occurred.
- 5. In the event that a Customer makes, or tries to make, a dishonest application or Claim which relates to his/her Policy with Us or any other Health Insurance Contract, Rule 4 (g) will apply. Customers should be aware that We undertake regular audits of Claims and in all instances where dishonesty or fraud is suspected in respect of a particular claim, a full and comprehensive investigation will be carried out. In addition, We reserve the right to refer the details of any Claim submitted which is suspected to be fraudulent, to the appropriate authorities to take the appropriate action.
- 6. We will pay Your benefits in euro.
- 7. Your Policy is governed by the laws of Ireland.
- 8. The availability of semi-private or private accommodation is determined by the hospitals and is outside of Our control.

#### Data Sharing

We may share Your data with trusted third parties who process data on Our behalf, inside and outside of the European Economic Area. Vhi engages with the following third parties in order to provide You with Your Policy and to comply with legislation;

- Hospitals and primary care providers
- Service providers
- Group Schemes See rule 10 (2)
- Vhi Group companies
- Other insurers
- · Regulators and Government Bodies

Further details are available in Our Data Protection Notice which can be found at Vhi.ie.

# 11) Third Party Claims

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

# b) Legal Action/Proceedings

Where a claim is submitted to Vhi 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 will pay benefit in accordance with these T&Cs provided that the Customer:

- (i) completes in full and signs the injury section of the claim form which includes an undertaking to include all benefit paid by Vhi in any claim against the third party responsible for causing the injury, and
- (ii) submits a fully completed undertaking, which will be relied on by Vhi once a copy of the Authorisation Form is received from the Injuries Board (refer to Rule 11(d)) from Your solicitor in the form prescribed by Vhi:- "In consideration of Vhi 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 (details of which will be supplied to me by Vhi) and subject to any court order to the contrary, to repay to Vhi 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."
- (iii) Inform Vhi 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 upon it being made known to You that monies so paid by Vhi may not be fully recoverable.
- (v) When a reduced settlement has been agreed, provide Vhi with documentation from Your legal representative which has been agreed between the Law Society and Vhi confirming the veracity of the net proceeds recovered.

# c) No Legal Action/Proceedings

Where a claim is submitted to Vhi 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 will pay benefit in accordance with these T&Cs provided that the Customer;

- (i) completes in full and signs the injury section of the claim form which includes an undertaking to include all benefit paid by Vhi in any claim which may subsequently be made against the third party responsible for causing the injury, and
- (ii) immediately notifies Vhi in writing of the instigation of any such claim and "subject to any Court Order to the contrary, to repay to Vhi out of the net proceeds of the settlement that come into Our hands all monies recovered in respect of such expenses paid by Vhi."

# d) Injuries Board

Where You make Your application to the Injuries Board, Vhi will pay benefit in accordance with these T&Cs provided that You (or the Parent/ Legal Guardian 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 to provide the Injuries Board with details of all monies paid by Vhi relating to Your application, and for the Injuries Board to release to Vhi details of the Injuries Board assessment in relation to the monies paid by Vhi.

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 will rely on the undertaking that has been provided by Your solicitor, in accordance with Rule 11b(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 will pay benefit in accordance with these T&Cs provided that You (or the Parent/Legal Guardian if You are under 18 years) complete in full and sign the injury section of the claim form and provide Vhi with a copy of the written confirmation from the Criminal Injuries Compensation Tribunal. The undertaking provided by You also authorises Vhi 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 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 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 outlining the reasons why the case was unsuccessful or was discontinued.

#### h) Disclosure

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

# 12) Glossary

#### Accident

Bodily injury caused solely and directly by external, violent and visible means.

#### Accommodation

Hospital accommodation is defined as follows:

#### **Private Accommodation**

A room in a private hospital which has only one bed or a room approved by Us in a public hospital which has only one bed and which is a designated private bed under the Health Services (In-Patient) Regulations, 1991.

### **Semi-private Accommodation**

A room in a private hospital which contains not more than five beds or a bed approved by Us in a public hospital which is a designated private bed under the Health Services (In-Patient) Regulations, 1991 and in a room which contains not more than five beds.

# Semi-private Rate

The amount which the hospital would have charged if the You had stayed in semi-private accommodation.

#### Benefit(s)

The amount We will pay for any claim as set out in the TaCs, Your Table of Benefits, the Schedule of Benefits for Private Hospital Services, the Schedule of Benefits for Professional Fees and the Schedule of Benefits for General Practitioners.

### Claim

When You ask Us to pay benefits for You or a Child insured on the Policy less any excess that may be applicable.

#### **Day-to-day Medical Expenses**

Depending on Your Plan, the benefits We provide for the range of services listed in Your Table of Benefits under Day-to-day medical expenses.

# **Directories**

The Directories which form part of Your Policy are made up of the following and where any of the following is referenced in your Policy, they are taken to have the meaning as set out here:

# The Directory of Hospitals (and Treatment Centres)

In the Directory of Hospitals (and Treatment Centres), We list the hospitals and treatment centres covered under Your Plan.

# The Directory of Approved MRI Centres

In the Directory of Approved MRI Centres, We list the MRI Centres covered under Your Plan.

#### The Directory of Approved PET-CT Centres

In the Directory of PET-CT Centres, We list the PET-CT Centres covered under Your Plan.

#### The Directory of Convalescent Homes

In the Directory of Convalescent Homes, We list the convalescent homes which are eligible for benefit.

### The Directory of Consultants

In the Directory of Consultants, We list the consultants who are participating consultants.

These Directories are available on Our website at Vhi.ie and on request and should be read in conjunction with these T&Cs, Your Table of Benefits and Your Policy Details.

#### **Excess**

An amount that We will deduct from Your claim, as set out in Your Table of Benefits.

#### **Health Insurance Contract**

As defined in the Health Insurance Acts.

#### **Health Insurance Acts**

The Health Insurance Act, 1994 as amended.

#### Hospice

An independent free-standing In-patient unit providing multi-disciplinary specialist services to the terminally ill under the supervision of a Consultant in palliative medicine recognised by Us.

# Hospitals

The following definitions apply to hospitals:

#### **Hospital Benefit**

Benefits payable for In-patient treatment, day-care and side room procedures.

# **Hospital Charges**

Charges for: (i) hospital accommodation; (ii) services provided by a private hospital or clinic (such as hospital technical charges); and (iii) public hospital statutory levies.

#### Non-participating Hospital

A hospital listed in the Directory of Hospitals (and Treatment Centres) which does not have an agreement with Us but which We recognise, so We will pay part of the hospital charges for accommodation approved by Us. Full details of benefits payable are available from any of Our offices.

#### **Participating Hospital**

A hospital listed in the Directory of Hospitals (and Treatment Centres) which has an agreement with Us on its charges and the services it provides to Our Customers. We will pay the hospital charges for accommodation and services approved by Us if the Customer is insured under the appropriate Plan.

#### **Technical Charges**

Charges for the use of operating theatre, radiology technical, pathology technical, radiation oncology technical, specified drugs, blood and blood products, that are set out in the Schedule of Benefits for Private Hospital Services.

#### **Ireland**

Means the Republic of Ireland.

# Resident in Ireland

Means a person who lives in Ireland for 180 days or more in any calendar year.

#### Lifestage Screening

A specified screening programme carried out in a Vhi Medical Centre, as listed in the Directory of Hospitals (and Treatment Centres).

#### **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 or a hospital stay 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; and
- (iv) furnished at the most appropriate level which can be safely and effectively provided to the patient.

#### **CUSTOMERS**

### The following definitions relate to Customers:

#### a) Customer

You and anyone that is named as an insured person on Your Policy Details.

#### b) Child

A person under 18 years of age at the Renewal Date (or at the time of joining if there is no past Renewal Date).

# c) Policyholder

The person to whom We have issued the Policy.

# d) Young Adult

Any person who is 18 years of age up to and including 25 years of age at the time of joining or at the date of the renewal of their Policy.

#### e) You, Your

Any adult or Young Adult who is named as an insured person on the Policy Details.

#### Our/Us/We

So that You are clear as to the different parties providing the insurance services and benefits under this Policy:

Vhi Healthcare DAC trading as Vhi Healthcare provides all services relating to the general administration of the Policy including the issue of Policy documents and collection of premiums.

Vhi Insurance DAC trading as Vhi Insurance underwrites the Policy and looks after the administration of claims.

# **Out-patient Consultation**

A visit to a Consultant in his/her consulting rooms for a consultation about a medical condition.

#### **Out-patient Medical Expenses**

Depending on your plan, the benefits we provide for the range of services listed in your Table of Benefits under the heading "Out-patient medical expenses".

#### TREATMENT SETTINGS

# The following treatment categories are recognised by Us:

# a) **Day-patient**

Medically necessary treatment received during a hospital stay in a day care bed (but which is not an overnight stay) for an approved psychiatric Day Care programme or a procedure listed in the surgery and procedure section of the Schedule of Benefits for Professional Fees, other than for a Side Room Procedure.

# b) In-patient

Medically necessary treatment received during a stay in a hospital bed of at least 24 hours.

#### c) Out-patient

- (i) Medically necessary treatment which does not involve In-patient treatment, day care or side room procedures, and
- (ii) Consultations with complementary and alternative medicine practitioners.

# Plan

Any health insurance scheme We provide which covers the cost of treatment in private accommodation or semi-private accommodation along with other benefits set out in Your Table of Benefits. Details of Your Plan are set out in Your Policy Details.

#### Policy

The contract entered into with Us and made up of the documents listed in Section 1 of these T&Cs.

# **Policy Details**

The document setting out the Plan that all Customers are insured under along with details of those Customers insured under the Plan.

#### **PRACTITIONER**

#### The following practitioners are recognised by Us:

#### a) Audiologist

A diagnostic Audiologist who is registered with the Irish Society of Audiology or the Irish Society of Hearing Aid Audiologists.

#### b) **Breast Feeding Consultant**

A member of the Association of Lactation Consultants in Ireland, and who holds International Board Certificate Lactation Consultant membership.

#### c) 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.).

# d) Clinical Psychologist

A full member of the Division of Clinical Psychology of the Psychological Society of Ireland.

#### e) Consultant

A medical practitioner on the Specialist Division of the Medical Council Register who has been registered with Vhi as a Consultant, or a medical practitioner on the General Division of the Medical Council Register who has been registered with Vhi as a Consultant prior to 16th March 2009, and in respect of both (a) and (b) where the medical practitioner:

- (i) holds an approved public hospital Consultant post and is not precluded from engaging in private practice by virtue of their public hospital contract, or
- (ii) has held an approved public hospital Consultant post in the past and now practises within the same specialised field and who practises in a private hospital or facility listed in the Vhi Directory of Hospitals (and Treatment Centres), or
- (iii) has been granted practice privileges for a Consultant post, recognised by Vhi, in a private hospital or facility listed in the Vhi Directory of Hospitals (and Treatment Centres), or
- (iv) is solely providing out-patient services in private rooms.

#### f) Non-participating Consultant

A Consultant who does not enter into agreement with Us to accept Our benefits in full settlement of his/her fees. He/she receives the standard benefit as set out in the Schedule of Benefits for Professional Fees and may or may not charge an additional fee to Customers.

#### g) Participating Consultant

A Consultant who enters into agreement with Us to accept Our benefits in full settlement of his/her fees and charges Our Customers accordingly.

#### h) Fertility Programme Counsellor

A counsellor who has entered into agreement with Vhi participating Fertility Treatment Centres to provide the counselling service.

# i) 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.

# j) **Dietician**

A member of the Irish Nutrition & Dietetic Institute or registered on the Register for Dietitians at CORU.

#### k) General Practitioner

A medical practitioner with a current full registration with the Irish Medical Council, who holds a primary medical qualification.

#### l) Midwife

A Midwife who is registered on the midwives division of An Bord Altranais register.

# m) Nurse / Practice Nurse

A Nurse registered with An Bord Altranais.

#### n) Occupational Therapist

A member of the Association of Occupational Therapists of Ireland or registered on The Occupational Therapists Registration Board at CORU.

#### o) Optometrist

An Optometrist with a current full registration with the Opticians Board or registered on the Optical Registration Board at CORU.

#### p) Orthoptist

A member of the Irish Association of Orthoptists or the British Orthoptic Society.

#### q) Physiotherapist

A member of the Irish Society of Chartered Physiotherapists or registered on the Physiotherapists Registration Board at CORU.

#### r) Speech Therapist

A member of the Irish Association of Speech and Language Therapists or registered on the Register for Speech and Language Therapists at CORU.

#### s) Sports Physician

A Consultant Physician with a current specialist registration recorded in the Irish Medical Council's register, Specialty Division, in the specialty of Sports and Exercise Medicine.

#### t) Voice Coach

A member of the Irish Voice Association or the Irish Association of Speech and Language Therapists or registered on the Register for Speech and Language Therapists at CORU.

# u) Prescriptions

Drugs or Medicines prescribed by a General Practitioner, Consultant or Dental Practitioner.

#### **PROCEDURES**

The following definitions apply to procedures:

#### a) Day Care Procedure

Treatment or investigation which is marked as Day Care in the Schedule of Benefits for Professional Fees and the Schedule of Benefits for Private Hospital Services.

#### b) Fixed Price Procedure

Fixed Price Procedure (FPP) is a term We use to describe a variety of specified major complex procedures (e.g. cardiac and neurosurgery).

#### c) Out-patient Procedure

Treatment given to an Out-patient which is listed in the Schedule of Benefits for Professional Fees or the Schedule of Benefits for General Practitioners.

# d) Side Room Procedure

Treatment or investigation which is marked as side-room in the Schedule of Benefits for Professional Fees and Schedule of Benefits for Private Hospital Services and for which an extended period of recovery is not required.

# e) Specified Orthopaedic and Ophthalmic Procedures

Specified Orthopaedic and Ophthalmic Procedure is a term that We use to describe a list of specified orthopaedic procedures (principally covering hip, knee or shoulder replacements) and ophthalmic procedures (principally covering cataract procedures) carried out in designated private hospitals. A list of these procedures is available from Us on request.

# f) Therapeutic Procedure

An action or administration of therapeutic agents to produce an effect that is intended to alter or stop a pathologic process.

#### **Renewal Date**

The Renewal Date shown in Your most recent Policy Details or any anniversary of that date.

# **Schedules**

The Schedules which form part of Your Policy are made up of the following and where each of the following is referenced in Your Policy, they are taken to have the meaning as set out here:

The Schedule of Benefits for Private Hospital Services

The Schedule of Benefits for Professional Fees

The Schedule of Benefits for General Practitioners

The Schedule of Benefits for Medical Screening

# Sports Injury

Means bodily injury suffered as a direct result of participation in exercise or sport, competitive or recreational, where the direct consequence of that injury is to prevent the Customer from participating in their desired exercise or sport for a period of at least 7 days directly following the occurrence of that injury.

#### **Table of Benefits**

The document that forms part of Your Policy with Us and sets out the benefits We will pay in respect of Your chosen Plan.

#### **Temporary Stay**

A Temporary Stay is defined as an intended stay/stays of no more than 180 days in a calendar year (travel itinerary and/or flight tickets must be included with Your claim form).

#### **Treatment**

Any medical intervention for which benefits are payable.

# Vhi Hospital@Home

The provision of acute care in the home which involves:

- treatment of Customers with acute conditions who would otherwise have required treatment in a hospital bed
- provision of the level and type of services that would normally be provided in a hospital bed
- provision of those services within the home and
- provision of an appropriate level of emergency back-up.

#### Vhi VisionCare E-Screen

The VisionCare E-screen, provided by Vhi in partnership with VSP, is a visual display unit (VDU) screen delivered online to a work station or appropriate personal device.

#### **VSP Network Provider**

A VSP eye-care professional network provider is a registered member of the VSP eye-care professional network in Ireland. Please see Vhi.ie for details.

#### **WAITING PERIODS**

The following definitions apply to Waiting Periods:

# a) Waiting Period

A period during which We will not pay benefits for You until You have been insured continuously for a minimum period of time as set out in Section 2(c) and Section 3(b) respectively.

### b) Fertility Programme Waiting Period

Applicable to Fertility Programme benefits listed in Your Table of Benefits.

#### c) New Conditions

A Medical Condition where the date of onset of which is determined on the basis of medical advice to have been after the date You were included under Your Policy (or from the Renewal Date where the Policyholder changes the Plan).

#### d) Pre-existing Conditions

Pre-existing Condition means an ailment, illness or condition, where, on the basis of medical advice, the signs or symptoms of that ailment, illness or condition existed at any time in the period of 6 months ending on the day on which the person became insured under the contract.

# e) Maternity Waiting Period

Applicable to maternity related conditions.

#### f) Out-patient Medical Expenses Waiting Period

Applicable to the benefits listed in the Out-patient medical expenses section of Your Table of Benefits.

### g) Day-to-day Medical Expenses Waiting Period

Applicable to the Day-to-day medical expenses listed in Your Table of Benefits.

#### Year

The period of cover shown in Your most recent Policy Details.

# You, Your

The Subscriber/Policyholder.

**Definitions relating to Complementary and Alternative Medicine** - being services not in accordance with the definition of medically necessary. It is advisable 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:

#### a) **Acupuncturist**

A member of the Acupuncture Council of Ireland, or a member of the Acupuncture Foundation Professional Association, or a member of the British Acupuncture Council, or a member of the Professional Register of Traditional Chinese Medicine.

#### b) Chiropractor

A member of the Chiropractic Association of Ireland or the McTimoney Chiropractic Association of Ireland.

#### c) Osteopath

A member of the Osteopathic Council of Ireland.

# d) Physical Therapist

A member of the Register of Orthopaedic and Soft Tissue Therapists of Ireland (ROSTI) previously known as the Register of Physical Therapists of Ireland or a member of the Irish Association of Physical Therapists or a member of the Irish College of Osteopathic Medicine (ICOM) previously known as the Irish Institute of Physical Therapists.

# e) Reflexologist

A member of the Association of Irish Reflexologists or the Irish Reflexologists' Institute or the National Register of Reflexologists.



Postal Address: IDA Business Park, Purcellsinch,

Dublin Road, Kilkenny.

Telephone Number: (056) 444 4444 or 1890 44 44 44

Lines open: 8am – 7pm Monday – Friday

9am - 3pm Saturday

Contact: Vhi.ie

Vhi.ie/contact

**Dublin** Vhi House, Lower Abbey Street, Dublin 1.

Fax (01) 873 4004

Cork Vhi House, 70 South Mall, Cork.

Fax (021) 427 7901

**Kilkenny** IDA Business Park, Purcellsinch, Dublin Road, Kilkenny.

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