

# Health Cash Plan

## Rules - Terms and Conditions



Applicable to all policies on/or after 1st October 2018.

Please read and retain for future reference. Subsequent rules changes will be communicated to You at Your renewal date.

This document sets out the 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 Definitions section.

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](http://Vhi.ie)

## 1) Definitions

<b>Approved Hospital</b>	A publicly funded hospital, other than a nursing home, which provides services for a person pursuant to his or her entitlements under Chapter II of Part IV of the Health Act, 1970 or any private facility listed in the Vhi Health Cash Plan Directory of Hospitals (and Treatment Centres) (available in the download section of <a href="http://Vhi.ie">Vhi.ie</a> ).
<b>Benefits</b>	The amount We will pay for any Claim as set out in these Terms and Conditions and Your Table of Benefits.
<b>Claim</b>	When You ask Us to pay benefits for a member included on Your Health Cash Plan contract less any excess that may be applicable.
<b>Commencement Date</b>	The date from which Your Health Cash Plan contract began.
<b>Excess</b>	An amount that We will deduct from Your Claim, as set out in Your Table of Benefits.
<b>Grant-in-Aid</b>	A Grant-in-Aid is a cash amount paid towards the cost of specified Treatment. The Grant-in-Aid payable is specified in Your Table of Benefits and does not include any direct costs or hospital charges involved with a hospital stay.
<b>Health Insurance Contract</b>	As defined in the Health Insurance Acts.
<b>Hospital</b>	The following definitions apply to hospitals:
<b>Hospital Charges</b>	Charges for: (i) hospital accommodation; (ii) services provided by a private hospital or clinic (such as hospital technical charges for the use of an operating theatre, radiology and pathology); and (iii) public hospital statutory levies. These charges are not covered under Your policy benefits.
<b>Public Hospital/Public Accident and Emergency</b>	as listed in the Health Cash Plan Directory of Hospitals (and Treatment Centres) available in the download section of <a href="http://Vhi.ie">Vhi.ie</a>
<b>Private Hospital/Private Accident and Emergency</b>	as listed in the Health Cash Plan Directory of Hospitals (and Treatment Centres) available in the download section of <a href="http://Vhi.ie">Vhi.ie</a>
<b>In-patient/Overnight</b>	Treatment in an approved hospital where for medical reasons, You have to stay in a hospital overnight.
<b>Day Care</b>	Treatment where for medical reasons You have to be admitted to a hospital and occupy a bed in that hospital for the day but not overnight, for Treatment which would generally be accepted by the medical profession in Ireland as Day Care Treatment as opposed to Out-Patient Treatment.
<b>Medical Condition</b>	Any disease, illness or injury.
<b>Medically Appropriate</b>	Means tests or investigations that, in the opinion of Our Medical Director, are medically appropriate having regard to best practice.

<b>Medically Necessary</b>	Means Treatment which, in the opinion of Our Medical Director, is generally accepted by the medical profession as appropriate with regard to good standards of medical practice and is: <ul style="list-style-type: none"> <li>i) consistent with the symptoms or diagnosis and Treatment of the injury or illness;</li> <li>ii) necessary for such a diagnosis or Treatment;</li> <li>iii) not furnished primarily for the convenience of the patient, the doctor or other provider;</li> <li>iv) furnished at the most appropriate level which can be safely and effectively provided to the patient.</li> </ul>
<b>Customers</b>	The following definitions relate to Customers:
Customer	You and anyone that is named as an insured person on the Policy Details.
Adult	A person aged 18 years or over at the commencement date or the last renewal date of the contract.
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).
Dependant	The Policyholder's husband, wife or common law partner, and/or son or daughter up to the age of 21, residing at the same address.
Individual Policy	A policy that includes the Policyholder and no dependants.
Family Policy	A policy that includes the Policyholder and one or more dependants.
<b>MRI Scans</b>	If the patient attends an Approved MRI Centre that is listed in the Health Cash Plan Directory of Hospitals (and Treatment Centres) We will pay the benefits set out in Your Table of Benefits for an MRI Scan, subject to the following conditions: <ul style="list-style-type: none"> <li>(i) The member is referred for an MRI Scan by a Consultant or General Practitioner</li> <li>(ii) The MRI Scan is carried out in an approved MRI centre listed in the Directory of Approved MRI Centres.</li> </ul>
<b>PET-CT Scans</b>	The patient is eligible to Claim the Benefit set out in Your Table of Benefits for a PET-CT Scan subject to the following conditions: <ul style="list-style-type: none"> <li>(i) The member is referred for a PET-CT scan by a Consultant</li> <li>(ii) The PET-CT Scan is carried out at Beacon Hospital, Blackrock Clinic, Galway Clinic, Mater Private Hospital, St. James's Hospital, PET-CT Centre, Cork University Hospital, Whitfield Clinic or Hermitage Medical Clinic.</li> </ul>
<b>Out-Patient Treatment</b>	(i) Medically necessary Treatment which does not involve In-Patient Treatment, Day Care, or side room procedures and is carried out in approved out-patient centres as listed in the Health Cash Plan Directory of Hospitals (and Treatment Centres) available in the download section of Vhi.ie and, <ul style="list-style-type: none"> <li>(ii) Consultations with complementary and alternative medicine practitioners.</li> </ul>
<b>Out-Patient Consultation</b>	A visit to a consultant in his/her consulting rooms for a consultation about a medical condition.
<b>Policyholder</b>	The person to whom We have issued the Policy.
<b>Practitioner</b>	The following practitioners are recognised by Vhi:
<b>Consultant</b>	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: <ul style="list-style-type: none"> <li>(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</li> <li>(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</li> <li>(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</li> <li>(iv) is solely providing out-patient services in private rooms.</li> </ul>
<b>Dental Practitioner</b>	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.
<b>General Practitioner</b>	A medical practitioner with a current full registration with the Irish Medical Council, who holds a primary medical qualification.
<b>Optical Benefit</b>	We will pay up to the benefit listed in Your Table of Benefits for eye tests carried out by an Optometrist. This benefit may not be used to pay for optical equipment or products including but not limited to prescription spectacles and contact lenses.
<b>Optometrist</b>	An Optometrist with a current full registration with the Opticians Board or registered on the Optical Registration Board at CORU.
<b>Orthoptist</b>	A member of the Irish Association of Orthoptists or the British Orthoptic Society.
<b>Physiotherapist</b>	A member of the Irish Society of Chartered Physiotherapists or registered on the Physiotherapists Registration Board at CORU.
<b>Speech Therapist</b>	A member of the Irish Association of Speech and Language Therapists or registered on the Register for Speech and Language Therapists at CORU.
<b>Renewal Date</b>	The date at which Your contract is renewable each year.
<b>Renewal Period</b>	The period from the commencement date or last renewal date up to and including the day before the next renewal date.

<b>Quarter</b>	A period of three months, beginning initially on Your Renewal Date and recurring every three months thereafter.
<b>Treatment</b>	Any medical intervention for which benefits are payable.
<b>Ultrasound</b>	Out-patient ultrasound scans listed in the Vhi Schedule of Benefits carried out in an approved out-patient centre as listed in the Health Cash Plan Directory of Hospitals (and Treatment Centres).
<b>Vhi Screening</b>	We will pay the benefit listed in Your Table of Benefits towards the cost of a Vhi Screening provided Vhi determines it to be medically appropriate, subject to it being provided in a Vhi Medical Centre, as listed in the Health Cash Plan Directory of Hospitals (and Treatment Centres). This benefit is only payable where the member has had to pay monies directly to the screening centre. Members under the age of 18 years at their last renewal are not covered for screening.
<b>Our/Us/We</b>	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.
<b>Year</b>	The period of cover shown in Your most recent membership details.
<b>You, Your</b>	Any adult or Young Adult who is named as an insured person on the Policy Details.
<b>Young Adult</b>	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.

**Definitions relating to 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:

<b>Acupuncturist</b>	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</b>	A member of the Chiropractic Association of Ireland or the McTimoney Chiropractic Association of Ireland.
<b>Osteopath</b>	A member of the Osteopathic Council of Ireland.
<b>Physical Therapist</b>	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 Institute of Physical Therapists.
<b>Reflexologist</b>	A member of the Association of Irish Reflexologists or the Irish Reflexologists' Institute or the National Register of Reflexologists.

### Definitions relating to Complementary Medicine

<b>Dietician</b>	A member of the Irish Nutrition & Dietetic Institute or registered on the Register for Dietitians at CORU.
<b>Occupational Therapist</b>	A member of the Association of Occupational Therapists of Ireland or registered on The Occupational Therapists Registration Board at CORU.
<b>Speech Therapist</b>	A member of the Irish Association of Speech and Language Therapists or a member of CORU.
<b>Chiropodist/Podiatrist</b>	A member of the British Chiropody & Podiatry Association, or the Institute of Chiropodists & Podiatrists (Rep. of Irl.), or the Irish Chiropodists/Podiatrists Organisation Ltd., or the Society of Chiropodists & Podiatrists (Rep. of Irl.).

## 2) Contract

- a) The terms of Your contract with Us are in the following documents:
- i) the application form You complete
  - ii) Your membership details
  - iii) the Terms and Conditions ('T&Cs') and Your Table of Benefits in place when Your contract began or was last renewed
  - iv) The Health Cash Plan Directory of Hospitals (and Treatment Centres)
  - v) The Directory of Approved MRI Centres
  - vi) The Directory of Consultants
  - vii) The Schedule of Benefits for Professional Fees
  - viii) The Schedule of Benefits for General Practitioners and any amendment or variation made from time to time.
- b) We may change these directories and schedules during the year. The most up-to-date Health Cash Plan Directory of Hospitals (and Treatment Centres) is available on Our website – Vhi.ie.
- c) In the event of a change to the Health Cash Plan Directory of Hospitals (and Treatment Centres) whereupon (1) a participating hospital or treatment centre becomes a non-participating hospital or treatment centre or (2) the contract between a participating hospital or treatment centre and Vhi is terminated for any reason other than the closure of that hospital or treatment centre, Vhi will publish a notice in the major national daily newspapers four weeks in advance of such a change taking effect.

## 3) Joining Vhi's Health Cash Plan

- a) Policyholders must be 18 years of age or over on the date of application for a Health Cash Plan contract.
- b) Only persons who are living in the Republic of Ireland for at least 180 days in each year can be included on Your contract.
- c) Additional people may be included on Your contract at any time. Policyholders who enrol their newborn children within 13 weeks of the child's date of birth will not be charged any additional subscription for that child if the child is added to the same level of cover on which the Policyholder is covered until the next renewal date after his/her birth. If You include Your newborn/adopted child on an individual policy during Your subscription year Your policy will be changed to a family policy from Your next renewal date.
- d) For those benefits listed on Your Table of Benefits, We will only pay the benefits for the expenses incurred after the following waiting period has expired:

Member's age when he/she is included	Waiting period
Under 50 years	None
50+ years	26 weeks
Maternity or pregnancy-related conditions	52 weeks

- e) If there is a break of more than 13 weeks in a person's health insurance contract with Us and another insurer registered under the Health Insurance Acts, the application will be treated as a new application for membership.
- f) If a person transfers 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 4(b).
- g) If a member has transferred from a health insurance contract with another insurer registered in Ireland under the Health Insurance Acts, the time he/she was insured under the other contract will be offset against the joining waiting periods.
- h) You will have 14 days to cancel your health insurance contract. The 14 day period starts 2 days from the issue date of your policy pack. We will refund the premium You have paid and will seek to recover from You any benefit we have paid.

## 4) Renewing Your Health Cash Plan contract

- a) Your contract will last for one year unless We agree to a shorter period. At the renewal date, You the Policyholder can renew the contract by paying the premium We request. The Rules and Your Table of Benefits in place at the renewal date will then apply to Your policy.
- b) The Policyholder (or authorised person – see Section 9) 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:

Member's age at the time of change	Waiting period
Under 50	None
50 to 64	26 weeks
65 or over	26 weeks
Maternity or pregnancy-related conditions	52 weeks

- c) If You change Your plan at Your renewal date, You will have 14 days to revert back to Your previous plan should You wish to do so. The 14 day period starts 2 days after the issue date of Your amendment notification. We will pay the benefits which We would have paid if You had not changed Your plan.
- d) If during a period of insurance there is a change in Your or Your dependants' personal details which means that You or Your dependants are no longer eligible for the Policy that You currently hold, We will not automatically renew Your Policy, for example Your son/daughter turning 21 before the next renewal of Your Policy. We will write to You in advance of Your renewal date where We are unable to automatically renew Your Policy.
- e) Any change of address or bank account details must be communicated to Us as soon as they occur. This will prevent benefit cheques and other correspondence going astray and ensure that Your premium is paid up to date (if paying by direct debit).
- f) We can increase the subscriptions You pay at any time if there is an increase or decrease in the rate of tax or any other government or statutory charge or if any new tax or government or statutory charge is introduced which is related to Your health insurance contract with Vhi. We will write to You at least 30 days before increasing Your subscription.

## 5) Subscriptions and charges

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

These losses and expenses will be calculated as follows:

- (i) In the event that no Claims have been paid, this will amount to an administration charge of €50;
  - (ii) In the event that Claims have been paid, this will amount to the total outstanding premium due to us.
- b) All payments received by Vhi are lodged to our bank account for security reasons. All payments will be receipted. This does not imply that Vhi accept said payment as fulfillment of Your contract, if the amount does not match the amount requested or the agreed portion of same. Your payment may be returned, if there is no valid contract in place.

### Charges/Refunds

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

## 6) Health Cash Plan Benefits

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

### a) General Conditions

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

- b) In order for Benefits to be payable by Us, treatment must be carried out by specified practitioners as defined in these Rules - Terms and Conditions.
- c) We have listed the eligible services in Your Table of Benefits together with the benefits available for each service.
- d) We will pay all Your Benefits in euro.
- e) We will pay Benefits in respect of eligible expenses less €1.00 per policy in any insurance year.
- f) If the renewal period is less than one year, the limits applied to some Benefits during this period are proportionally reduced.
- g) If You change Your level of cover during the renewal period, Benefits will be proportionally adjusted to reflect the time spent on each level of cover.
- h) If the renewal period is less than one year, the limits and excess applied to some Benefits during this period are proportionally reduced.

### i) Grant-in-aid - Maternity and Adoption

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

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

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

### k) General Practitioner and Emergency

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

### l) Consultant consultations

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

### m) Dental and Optical

We will pay this Benefit following a visit to a Dentist or an Optometrist.

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

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

### n) Scan Cover/Diagnostics

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

### o) Day-to-day Cover

We will pay this Benefit in respect of visits to the following practitioners only: Physiotherapist, Chiropodist, Podiatrist, Occupational Therapist, Speech Therapist, Orthoptist, Acupuncturist, Chiropractor, Osteopath, Physical Therapist, and Reflexologist. Please contact Us if You wish to check if a particular practitioner is covered under Your plan. Please refer to Your Table of Benefits for details of how much is payable. Benefit is per policy per year.

### p) Screening

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

## 7) Exclusions

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

- a) Treatment which is not medically necessary.
- b) Vaccinations and routine or preventative medical examinations, including screenings, bone density scans and check-ups. (Unless specifically covered by Your plan).
- c) Treatment which is not intended to cure or alleviate a medical condition.
- d) Treatment or hospital stays which in the opinion of Our Medical Director are consistent with long term care.
- e) Hearing aids, dentures, orthodontic appliances (such as gum shields or braces) and optical equipment (such as glasses or contact lenses).
- f) Any treatment which is in any way related to artificial reproduction, contraceptive measures or their reversal.
- g) Treatment or programmes for weight reduction or eating disorders other than anorexia nervosa and bulimia nervosa.
- h) Alternative medicine: Cover is provided only for alternative therapies as specified in Your Table of Benefits. However, no cover is provided for other alternative therapies which are not listed in Your Table of Benefits which include but are not limited to aromatherapy, homeopathy and spinology.
- i) Experimental treatments.
- j) Psychologists' fees, consultant psychiatric fees and benefit relating to the treatment of psychiatric illnesses. There is no benefit payable in relation to the In-patient/Day Care or Out-patient treatment for psychiatric conditions or treatment for substance abuse.
- k) Private psychiatric hospitals or private treatment centres.
- l) Any charge made for a medical report.
- m) Treatment of illnesses or injuries which are caused directly or indirectly by war, civil disturbance or any act of terrorism.
- n) Treatment/tests given by a Practitioner to his/her dependants.
- o) Expenses for which the member is not liable.
- p) Cosmetic treatment and treatment of any complications arising from cosmetic treatment – unless it is needed (i) to restore the member's appearance after an accident or (ii) because the member was severely disfigured at birth.
- q) No benefit is payable for a stay in any hospital or treatment centre which is not listed in the Directory of Hospitals (and Treatment Centres).
- r) Expenses which You are entitled to recover from a third party or claim from another health insurance contract.
- s) Online Consultations with a 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.
- t) Treatment carried out outside the island of Ireland.
- u) Gender Reassignment Treatment.

## 8) 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) 5677000) 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.

## 9) 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 or SMS in accordance with Your preferences.

### 2. Group Schemes

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 9.1.

b) If You are a Member of a Group Scheme (either subsidy or salary deduction) 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 title and 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 5 (a) 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.



## 9. 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 9.2
- 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](http://Vhi.ie).

## 10) 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:
  - to confirm that the details on the form are correct and 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:

- to confirm that the details on the form are correct;
- to authorise the doctors/hospitals to supply the information requested, including copies of the Child's medical records, if requested and;
- 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 in to MyVhi to update Your details.
  - We will pay Benefits for eligible expenses listed in Your Table of Benefits which are subject to an excess as a lump sum at the end of each year. However, if You have large expenses during the year, You may submit up to a maximum of one Claim per quarter (based on Your renewal date and subject to the relevant waiting period). We will only pay the Benefits when You send Us a claim form which You have completed and signed, together with receipts. You must do this within three months of the end of the year.

#### b) 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 can be located at [Vhi.ie/secure/snap-and-send-claiming](http://Vhi.ie/secure/snap-and-send-claiming)). 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.
- We will deduct an annual excess (as specified on Your Table of Benefits) from the eligible expenses of each Customer insured on the policy.

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 10 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.

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

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.

## 11) Third Party Claims

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

### b) Legal Action/Proceedings

Where a Claim is submitted to Vhi 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 rules provided that You (or the Policyholder if You are under 18 years):

- (i) complete in full and sign the injury section of the claim form which includes an undertaking to include all benefit paid by Vhi in any claim against the third party responsible for causing the injury, and
- (ii) submit a fully completed undertaking, which will be relied on by Vhi 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 rules provided that You (or the Policyholder if You are under 18 years):

- (i) complete in full and sign the injury section of the claim form which includes an undertaking to include all benefit paid by Vhi in any claim which may subsequently be made against the third party responsible for causing the injury, and
- (ii) immediately notify 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 rules provided that You (or the Policyholder if You are under 18 years) complete in full and sign the injury section of the claim form. This undertaking provided by You also authorises Vhi 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 rules provided that You (or the Policyholder 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 member 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.



**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.  
Fax (056) 776 1741