

# HealthSteps

## Rules - Terms and Conditions



Applicable to all policies from 1st July 2018.

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

## 1) Contract

- a) The terms of Your Policy with Us are in the following documents:
- i) the application form You complete
  - ii) Your membership details
  - iii) these Terms and Conditions ('T&Cs') and Your Table of Benefits in place when Your Policy began or was last renewed
  - iv) the Schedule of Benefits for General Practitioners
  - v) the list of Approved Out-Patient centres (Appendix 1)
- b) We may change the Schedule during the year, and any such changes will apply to Your Policy.
- c) Your Policy is governed by the laws of Ireland.

## 2) Definitions

### **CUSTOMERS – THE FOLLOWING DEFINITIONS RELATE TO CUSTOMERS:**

#### **Customer**

You and anybody who is named as an insured person on Your membership details.

#### **Policyholder**

The person to whom We have issued the Policy.

#### **Adult**

A person aged 18 years or over at the Commencement Date or the last Renewal Date.

#### **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).

#### **You, Your**

Any Adult who is named as an insured person on the membership details.

#### **Benefits**

The amount We will pay for any Claim as set out in these Terms and Conditions, Your Table of Benefits or the Schedule of Benefits for General Practitioners.

#### **Claim**

When You ask Us to pay benefits for a Customer included on Your HealthSteps Policy.

#### **Medical condition**

Any disease, illness or injury.

#### **Medically necessary**

Means treatment which in the opinion of Our Medical Director is generally accepted by the medical profession as appropriate with regard to good standards of medical practice and is:

- i) consistent with the symptoms or diagnosis and treatment of the injury or illness;
- ii) necessary for such a diagnosis or treatment;
- iii) not furnished primarily for the convenience of the patient, the doctor or other provider;
- iv) furnished at the most appropriate level which can be safely and effectively provided to the patient.

#### **Out-patient treatment**

Medically necessary treatment which does not involve in-patient treatment, day care or side room procedures.

#### **Clinical Psychologist**

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

**Consultant**

A medical practitioner who has a current full registration with the Irish Medical Council and who:

- (i) holds a public consultant post in the Republic of Ireland; or
- (ii) has held a public consultant post in the Republic of Ireland in the past and now practices within the same specialised field; or
- (iii) holds the necessary qualifications for a public consultant post in the Republic of Ireland together with evidence of appropriate general professional and higher specialist training to a standard required for such a post in the speciality in which he/she intends to work and has been appointed as a Consultant to a Vhi approved post in a Vhi approved private hospital.

**Consultant visits**

A visit to a Consultant in his/her consulting rooms for a consultation about a medical condition, which does not involve a procedure, listed in the Schedule of Benefits for Professional Fees at the time of the visit.

**Dental Practitioner**

A Dental Practitioner with a current full registration with the Irish Dental Council, who holds a primary dental qualification. He/she is community based and provides dental care.

**General Practitioner**

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

**General Practitioner procedures (HealthSteps Gold only)**

Procedures which are listed in the Schedule of Benefits for General Practitioners and performed as out-patient treatment.

**Participating General Practitioner (HealthSteps Gold only)**

A General Practitioner who enters into an agreement with Vhi to accept in full settlement the participating benefits for General Practitioner procedures as set out in the Schedule of Benefits for General Practitioners.

**Non-Participating General Practitioner (HealthSteps Gold only)**

A General Practitioner who does not enter into agreement with Vhi to accept Our benefits for General Practitioner procedures in full settlement of his/her fees. He/she receives the standard benefit as set out in the Schedule of Benefits for General Practitioners and may or may not charge an additional fee to patients.

**Orthoptist**

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

**Audiologist**

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

**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.).

**Dietician**

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

**Midwife**

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

**Occupational Therapist**

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

**Optometrist**

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

**Physiotherapist**

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

**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.

**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.

**Prescriptions**

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

**Treatment**

Any medical intervention for which Benefits are payable.

**Renewal Date**

The date at which Your Policy is renewable each year.

**Commencement Date**

The date from which Your HealthSteps Policy began.

**Renewal Period**

The period from the Commencement Date or last Renewal Date up to and including the day before the next Renewal Date.

**Screening**

Health screening is any medical test or investigation, which is designed to identify certain characteristics, or the presence of or susceptibility to a particular disease or condition. Screening can include allergy testing, cholesterol testing, blood pressure testing, breast and smear testing. This screening must be performed by a General Practitioner or Consultant in his/her own rooms, in an approved out-patient centre or a Vhi Medical Centre, as listed in the Vhi Directory of Hospitals (and Treatment Centres). Customers under the age of 18 years at their last renewal are not covered for screening.

**We, Us, Our**

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.

**Year**

The period of cover shown in Your most recent membership details.

**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:

**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.

**Chiropractor:** A member of the Chiropractic Association of Ireland or the McTimoney Chiropractic Association of Ireland.

**Osteopath:** A member of the Osteopathic Council of Ireland.

**Physical Therapist:** A member of the Register of 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.

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

### 3) Joining HealthSteps

- a) The Policyholder must be 18 years of age or over on the date of application for HealthSteps.
- b) Only persons who are living in the Republic of Ireland for at least 180 days in each year can be included on Your Policy.
- c) If a Customer has an accident after he/she joins HealthSteps, We will pay benefits for the treatment needed. However, other treatments only become eligible for payment when the Customer has been insured for a continuous period of time called a waiting period. Expenses incurred during this time are not eligible for payment.

Waiting periods for HealthSteps are as follows:

Customer's age	Waiting period
Under 50 years	None
50+ years	26 Weeks
Maternity or pregnancy-related conditions	52 weeks

- d) If a person transfers to a HealthSteps Policy from another health insurance contract with Vhi and another insurer registered under the Health Insurance Acts within 13 weeks, with the exception of another HealthSteps Policy, any waiting periods served under the other contract will be offset against the normal joining conditions (initial waiting period).
- e) If a person transfers to a HealthSteps Policy from another HealthSteps Policy, they may be subject to additional waiting periods as outlined in Rule 4(d).
- f) If a person applies for a HealthSteps Policy in addition to another health insurance contract with Vhi or another insurer registered under the Health Insurance Acts, the waiting periods as outlined in 3(c) will apply to the HealthSteps Policy.
- g) You will have 14 days to cancel Your health insurance Policy. 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 HealthSteps Policy

- a) Your Policy will last until Your next Renewal Date. At the Renewal Date the Policyholder can renew the Policy by paying the premium We request. These T&Cs and Your Table of Benefits in place at the Renewal Date will then apply to the Policy. You can decide not to renew if You are unhappy with the terms offered.
- b) The Policyholder (or authorised person - see section 10) can add new people to the HealthSteps Policy at any time by communicating the change to Us and by paying the appropriate premium.
- c) Any other changes to the HealthSteps Policy can only be made at the Renewal Date.
- d) The Policyholder (or authorised person - see section 10) can change the level of cover at the Renewal Date. If the plan is upgraded (i.e. purchases cover for additional benefits), the payment of additional benefits will be subject to the following waiting periods:

Customer's age when he/she changes level of cover	Waiting Period
Under 50	None
50 to 64	26 Weeks
65 or over	26 Weeks

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 section of the Table of Benefits, We will only pay the benefits which We would have paid if the Policyholder (or authorised person - see section 10) had not changed the plan until the applicable waiting period has expired.

- e) If the Policyholder (or authorised person - see section 10) changes the plan at the Renewal Date, the Policyholder (or authorised person - see section 10) will have 14 days to revert back to the previous plan should the Policyholder (or authorised person - see section 10) 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 Policyholder (or authorised person - see section 10) had not changed the plan.
- f) Any change of address or bank account details must be communicated to Us by the Policyholder (or authorised person - see section 10) as soon as they occur. This will prevent benefit cheques and other correspondence going astray and ensure that the premium is paid up to date (if paying by direct debit).

## 5) Subscriptions/Premia and Charges

- a) We will tell the Policyholder (or authorised person - see section 10) the amount of the subscription before each renewal date.
- b) The Policyholder (or authorised person - see section 10) must pay the premium when it becomes due for the duration of the Policy. The Policyholder is responsible for ensuring payments are made.  
In the event that payment of Your premium does not commence in accordance with the payment terms of the Policy, We reserve the right to cancel the Policy and We will not pay any benefits.  
In the event of non-payment in accordance with the payment terms of the Policy during the course of Your Policy term, such non-payment will constitute a breach of the Policy. In such circumstances We will not pay any benefits for the Policy term and We will seek recovery of the losses and expenses incurred by Us as a result of the 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 fifty euro;
  - (ii) In the event that Claims have been paid, this will amount to the total outstanding premium due to Us.
- c) For Customers 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.
- d) Where a Policyholder has multiple products and the subscription received does not equal the invoice issued for the combined premium, We will allocate the amount paid proportionately to each product based on the premium due.
- e) 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 fulfilment of the Policy, 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

- f) 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) HealthSteps Benefits

The Benefits provided under Your HealthSteps Policy are outlined in this section and in Your Table of Benefits. The Benefits may change at the Renewal Date of Your HealthSteps Policy.

### **General Practitioner (GP) procedures** (HealthSteps Gold only)

- a)** We will pay GP fees for medically necessary procedures, which are listed in the Schedule of Benefits for General Practitioners. If the procedure is carried out by a participating GP, We will pay the participating benefit listed.  
If the GP is a non-participating GP, We will pay the standard benefit as listed and You may have to pay an additional amount Yourself.

### **Other HealthSteps benefits**

- b)** For medically necessary treatment provided by GPs, Consultants, Dental Practitioners, other specified practitioners, as defined in Section 2 of this handbook, and out-patient hospital services, We will reimburse You for expenditure incurred in accordance with the terms that are set out in Your Table of Benefits as well as the following conditions:  
The benefits which We will pay will depend on the terms of Your Policy on:  
i) the date of treatment in the case of GP procedures; or  
ii) the last renewal date in the case of other HealthSteps benefits.
- c)** In order for Benefits to be payable by Us, treatment must be carried out by a GP, Consultant, Dental Practitioner or other specified practitioner as defined in Section 2 of this handbook.
- d)** We have listed the eligible services in Your Table of Benefits together with the benefits available for each service.
- e)** If the Benefits do not cover the full cost of the treatment, the Customer is responsible for any balance.
- f)** We will pay the actual amount the Customer is charged or the benefits payable under the Policy, whichever is lower.
- g)** We will pay all Your benefits in euro.
- h)** Where Benefits are paid by Us under Your HealthSteps Policy in respect of a medical expense which is eligible for Benefit under a Vhi Hospital plan, this does not affect Your entitlements under the hospital plan subject to Rule 11(e).
- i)** We will pay Benefits in respect of eligible expenses less €1.00 in any insurance year.
- j)** Optical and Eye Testing: 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.
- k)** If the renewal period is less than one year, the limits applied to some benefits during this period are proportionally reduced.
- l)** 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 GP, Consultant or Midwife. This Benefit is only payable after the delivery of the baby to which the care refers and is only payable for the care received 9 months prior to, and 3 months after, the delivery date.

## 7) Treatment Outside Ireland

- a)** We will pay for treatment a Customer receives outside Ireland if he/she needs the treatment because of an unexpected illness or injury, which happens during a temporary stay abroad.
- b)** We will not provide cover if the Customer travels abroad to get treatment.

## 8) 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) Any treatment which is in any way related to artificially assisted reproduction.
- c) Contraceptive measures or their reversal.
- d) Experimental treatments.
- e) Psychologists' fees other than those covered by Your plan as defined in this Terms & Conditions and Your Table of Benefits.
- f) Any charge made for a medical report.
- g) Treatment of illnesses or injuries which are caused directly or indirectly by war, civil disturbance or any act of terrorism.
- h) Treatment/tests given by a practitioner to his/her wife/husband, children or parents.
- i) Expenses for which the Customer is not liable.
- j) Expenses which You are entitled to recover from a third party.
- k) MRI scans, PET scans and PET-CT scans.
- l) Orthodontic treatment.
- m) Vaccinations.
- n) Procedures listed in the Schedule of Benefits for Professional Fees..
- o) 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.
- p) Gender Reassignment Treatment.

## 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) 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.

# 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. coversets, 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)** All correspondence will, unless You have opted to receive Your documentation electronically, be sent by ordinary post at the address given by the Policyholder. Should You wish to receive correspondence electronically please provide Us with Your email address and/or sign up with MyVhi.ie so that We can correspond with You through the selected electronic channel. Accordingly, You must tell Us if You change Your postal or email address.

**d)** We may also contact you by phone, SMS, through the Vhi Health Assistant App 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 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 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. 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

**5)** The Policyholder (or authorised person - see section 10) must notify Vhi immediately of any change to their Policy or circumstances which could alter the assumptions on which the contract is based or which are material to same. If no additional material facts or change in material facts are declared to Us within 14 days of the date of issue or receipt of the Terms and Conditions, whichever is later, We assume that no material change has occurred.

6) If any Customer makes, or tries to make, a dishonest application or Claim, which relates to his/her Policy with Vhi or any other Health Insurance contract, We have the right to:

- (i) refuse to renew his/her membership;
- (ii) cancel his/her membership immediately.

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

7) If the Policyholder asks Us to remove a Customer from Your Policy, We have the right to tell the Customer that he/she is no longer covered.

8) Your HealthSteps Policy with Vhi is separate from any other contract You may have with Vhi.

## 11) Claims

### a) PROVISIONS APPLICABLE TO ALL CLAIMS

i) We will only pay benefits when We receive a claim form completed and signed by You, and the original invoices or receipts. Correspondence will only be sent to You in relation to 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 on to MyVhi to update your details.

### b) Direct Payment (to GPs - HealthSteps Gold only)

If You ask Us to pay benefits in respect of GP procedures listed in the Schedule of Benefits for General Practitioners We will pay Your Claim directly to the GP on receipt of a completed claim form. You and Your GP must complete the relevant sections of the claim form and the claim form should be submitted to Us together with an original invoice for the service provided.

Under the Taxes Consolidation Act, 1997, Vhi is required to pay benefits in respect of doctors' fees for GP procedures directly to the doctors concerned. We are also obliged to deduct Withholding Tax from these payments and remit it to the Revenue Commissioners.

We will send You details of the benefits We pay to the GP. 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 in respect of the full benefit paid by Us.

### c) Non-Direct Payment (other HealthSteps benefits)

- 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 at MyVhi). You must submit Your Claim within three months of the end of the Renewal Period.
- 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 in Rule 11 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.

d) 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.



e) If You or another Customer are entitled to Claim under another insurance contract with Vhi for any of the costs, charges or fees for which You are insured under this Policy, the combined payment made to You cannot exceed the actual amount of the expense which You incurred.

#### **f) 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 use Our Snap and Send Claiming system. You must submit Your Claim within three months of the end of the Renewal Period.
- 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 in Rule 11 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.

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.

## **12) Third Party Claims**

a) As outlined in Rule 8(j) 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 parent/legal guardian if You are under 18 years):

- 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
- 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 12(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 – all monies recovered in respect of such expenses paid by Vhi."
- Inform Vhi as soon as reasonably practicable of any arrangements for settlements discussion or hearing dates.
- 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.
- 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 parent/legal guardian if You are under 18 years):

- 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
- 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 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 12b(ii) above, and a copy of the Authorisation from the Injuries Board to proceed to the courts.

### e) Criminal Injuries Compensation Tribunal Claims

If You are pursuing a Claim through the Criminal Injuries Compensation Tribunal, Vhi 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.

## Appendix 1: Approved Out-Patient Centres

	Radiology	Pathology
Charlemont Clinic (Pathology Unit) Dublin	–	Yes
Claymon Laboratories (trading as Biomnis Ireland), Sandyford Industrial Estate, Dublin 18	–	Yes
Dept. of International Health and Tropical Medicine, RCSI, Mercers Health Centre, Stephen's Street Lower, Dublin 2	–	Yes
Dept. of Medicines & Therapeutics, U.C.D., Belfield, Dublin 4	–	Yes
Dept. of Pathology, RCSI, Education & Research Centre, Smurfit Building, Beaumont Hospital, Dublin 9	–	Yes
Dept. of Pathology, RCSI, St. Stephen's Green, Dublin 2	–	Yes
Merlin Park Imaging Centre, Galway	Yes	–
Euromedic - Northwood*	Yes	–
Research Foundation, Royal Victoria Eye & Ear Hospital, Dublin 2	Yes	–
Euromedic - Cork*	Yes	–
The Tropical Diagnostic Laboratory, Dun Laoghaire Medical Centre, 5 Northumberland Avenue, Dun Laoghaire, Co. Dublin	–	Yes
Vascular Diagnostics, St. James's Hospital, Dublin 8	Yes	–
Vitamin Research Lab., Ground Floor Lab 01.09 Institute of Molecular Medicine, Trinity Centre, St. James's Hospital, Dublin 8	–	Yes

**Also the out-patient departments of all Vhi approved private hospitals are approved out-patient centres.**

**\*Excluding CT Scans.**



**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