Plan P Rules

Terms and Conditions of Membership



Applicable to all policies on/or after 1st September 2022.

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

1) Definitions

Accident

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

Δdult

A member aged 18 years or over on joining or at 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).

General Practitioner

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

Hospital (Public)

See list inside back cover.

Medically Necessary

By medically necessary we mean service or treatment provided to a member in a hospital setting and which in the opinion of our medical advisors is generally accepted by the medical profession as appropriate with regard to good standards of medical practice and is:

- Consistent with the symptoms or diagnosis and treatment of the injury or illness
- Necessary for such a diagnosis or treatment
- · Not furnished primarily for the convenience of the patient, the doctor or other provider
- Furnished at the most appropriate level which can be safely and effectively provided to the patient.

Policy

The contract entered into with Us and made up of these Terms and Conditions ('T&Cs') and Your Policy Details.

Policy Details

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

Policyholder

The person to whom we have issued the Policy.

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.

You/Your

Any adult or young adult who is named on the policy.

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.

2) Joining Vhi

There is no medical screening involved and joining is simple - just contact Your local Vhi office or ring (056) 444 4444 for an application form.

- **2.1** Anyone who is resident in the Republic of Ireland may join.
- 2.2 Your contract with Vhi will be for a full subscription Year, unless a shorter period is agreed.
- **2.3** Expenses incurred within eight weeks of the date of registration are not covered, except in the case of accidents where immediate benefit is payable.
- **2.4** 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.
- 2.5 The Policyholder will have 14 days to cancel the Policy. The 14 day period starts from the inception date of the Policy, or 2 days after the issue date of the Policy Details, whichever is the latter. In these circumstances We will refund the premium You have paid.

3) Renewing Your healthcare cover

3.1 Every renewal accepted by Vhi shall be deemed to be a renewal of the existing contract subject however to alterations notified to You prior to Your renewal date.

4) Cancelling / Terminating Your healthcare cover

4.1 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 from the inception date of the Policy, or 2 days after the issue date of the Policy Details, whichever is the latter.

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).

4.2 Cancellation / Termination by Us

We may cancel / terminate 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. In such circumstances, We reserve the right to cancel the Policy and no further benefits will be paid for that Policy term.
- iii) In the event that You make or try to make a negligent misrepresentation or a fraudulent 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 and We may terminate the Policy with immediate effect. We may also refuse to renew the Policy and/or refuse to pay any benefits under the Policy.

5) Your healthcare benefits

Please read this section carefully to make sure You understand Your cover and that it is sufficient for Your needs. It will also indicate the extent of the benefits under Your contract.

Hospital In-patient benefits

- 5.1 Your healthcare plan provides benefit for the statutory daily public ward charge in public hospitals, subject to a maximum of ten days in any twelve month period.
- 5.2 Public Hospital Statutory Levy We will pay the public hospital statutory levy for Your In-patient and Day-patient treatment, in any 12 consecutive months, in accordance with The Health Act (1970). This levy is payable by Us directly to the public hospital. In the event that You are billed by the hospital Your receipt should be submitted to Us for payment.

6) Exclusions

As You would expect, it is not possible to cover every eventuality, and some limits must apply.

The following are the circumstances and services for which benefit is not payable.

- **6.1** A stay in a public hospital which in the opinion of Vhi's medical advisors is not medically necessary.
- **6.2** Expenses for which the Customer is not liable.
- **6.3** Charges in Public Hospital Out-patient Departments.
- 6.4 If You are entitled to claim from any other insurance policy for any of the costs, charges or fees for which You are insured under this contract, we will pay only our rateable portion of these costs. When making a claim You must tell us if You have other insurance.

7) Making a claim

7.1 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 to 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 log on to MyVhi to update Your details.

7.2 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.

7.3 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.

8) General rules

8.1. 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 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.
- e) If you ask us to remove a customer from your policy, we have the right to tell the customer that he/she is no longer covered.

8.2. 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 8.1.
- 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 or termination 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.

8.3. 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.

- 8.4 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.
- 8.5 In the event that a Customer makes, or tries to make, a negligent misrepresentation or a fraudulent application or claim, which relates to his/her Policy with Us or any other Health Insurance Contract, such action will constitute a breach of the Policy and We may terminate the Policy with immediate effect. Customers should be aware that We undertake regular audits of Claims and in all instances where negligent misrepresentation 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.
- **8.6** We will pay Your benefits in euro.
- **8.7** Your Policy is governed by the laws of Ireland.
- **8.8** The availability of semi-private or private accommodation is determined by the hospitals and is outside of Our control.

8.9 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 8.2
- 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.

9) Disputes

- 9.1 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.
- **9.2** If You do not wish to avail of the procedure outlined in Rule 9.1 You may refer Your dispute directly to the Courts.

Public Hospitals

CAVAN

General Hospital, Cavan

CLARE

Mid-Western Hospital, Ennis

CORK

General Hospital, Bantry

General Hospital, Mallow

Marymount Hospice

Mercy University Hospital

Cork University Hospital

Cork University Maternity Hospital

South Infirmary/Victoria University Hospital Ltd

St. Mary's Orthopaedic Hospital

DONEGAL

Letterkenny University Hospital

DUBLIN

Beaumont Hospital

(incorporating St. Joseph's Hospital, Raheny)

Blackrock Hospice (Rheumatology Rehabilitation),

Cappagh National Orthopaedic Hospital

Children's Healthcare Ireland at Crumlin

Children's Healthcare Ireland at Tallaght

Children's Healthcare Ireland at Temple St

Connolly Hospital, Blanchardstown

Coombe Women's Hospital

Incorporated Orthopaedic Hospital, Clontarf

Mater Misericordiae Hospital

National Maternity Hospital, Holles Street

Our Lady's Hospice, Harold's Cross

Peamount Hospital

Rotunda Hospital

Royal Victoria Eye and Ear Hospital

St. Columcille's Hospital, Loughlinstown

St. James' Hospital

St. Luke's Hospital, Rathgar

St. Michael's Hospital, Dun Laoghaire

St. Vincent's University Hospital, Elm Park

St. Vincent's Hospital, Fairview

Tallaght University Hospital

GALWAY

Portiuncula Hospital, Ballinasloe

Galway University Hospitals

KERRY

Kerry University Hospital, Tralee

KILDARE

General Hospital, Naas

KILKENNY

Lourdes Orthopaedic Hospital, Kilcreene

St. Luke's Hospital, Kilkenny

LAOIS

Midland Regional Hospital, Portlaoise

LEITRIM

Our Lady's Hospital, Manorhamilton

LIMERICK

Mid-Western Regional Orthopaedic Hospital (Croom)

University Hospital Limerick

University Maternity Hospital Limerick, Ennis Rd.

Milford Hospice

St. John's Hospital

LOUTH

County Hospital, Dundalk

Drogheda Cottage Hospital

Our Lady of Lourdes Hospital, Drogheda

MAYO

Mayo University Hospital, Castlebar

MEATH

Our Lady's Hospital, Navan

MONAGHAN

General Hospital

OFFALY

Midland Regional Hospital, Tullamore

ROSCOMMON

Roscommon University Hospital

SLIGO

Sligo University Hospital

TIPPERARY

Mid-Western Regional Hospital, Nenagh

Tipperary University Hospital

WATERFORD

University Hospital Waterford

WESTMEATH

Midland Regional Hospital, Mullingar

WEXFORD

General Hospital

Ely Hospital

The hospitals listed above have direct-payment agreements with Vhi. Details of other Public Hospitals not listed here are available on request.



Postal Address: IDA Business Park, Purcellsinch,

Dublin Road, Kilkenny.

Telephone Number: (056) 444 4444

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