

Health Sense Scheme

Rules booklet



laya
healthcare 

looking after you always



Welcome to Laya Healthcare

The new beginning for QUINN-healthcare

Thank you for choosing us to look after your healthcare cover.

This rules booklet contains very detailed legal information about our 'Health Sense scheme' and is a reference guide to your Health Sense brochure.

Due to the detail in this booklet we understand you may have questions, so please feel free to contact our Customer Care team.

Call 1890 700 890 between 8am and 7pm Monday to Friday and 10am and 3.30pm on Saturdays. In the interest of customer service, calls are recorded & monitored.

Visit our website on www.layahealthcare.ie or email us at info@layahealthcare.ie

Laya healthcare, Eastgate Road, Eastgate Business Park, Little Island, Co. Cork.

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Serving you online www.layahealthcare.ie

It's never been easier for you to get in touch with us when it suits you. By visiting our website you can:

- find information on all our schemes as well as frequently asked questions (FAQs) and answers
- update **your** address details
- change **your** level of cover
- check consultants and hospitals covered by **your** scheme
- email us with any questions
- download the most up-to-date information (rules and other literature may be updated from time to time)

To look at the details of **your** own scheme, all **you** need is **your laya healthcare** membership number to register online.

How to make a claim

While in hospital

We have direct settlement with almost all of our hospitals and consultants. This means that when **you** go into hospital (for in-patient or day-case treatment), **you** simply fill out a form when **you** arrive, sign it when **you** leave, and the hospital then deals directly with us. There's no need for **you** to do anything else. We will then write to **you** afterwards to let **you** know how **your** claim has been assessed. It's as simple as that.

It's a good idea to call us on **1890 700 890** and let us know about any upcoming treatment. Don't forget to tell us which hospital **you're** going to and the name of **your** consultant, so we can confirm **your** cover.

Day-to-day expenses

If **you** have other health expenses, like physiotherapy, GP or casualty visits, just keep **your** receipts throughout the year. Then, at renewal time, fill out an out-patient claim form which can be posted to **you** if requested or downloaded online and include all **your** receipts and send to:

Laya healthcare, Eastgate Road, Eastgate Business Park, Little Island, Co. Cork.

Read on for a full explanation of our rules and benefits.

Reading your rules booklet

This booklet is broken into **your**:

1. Scheme rules which outlines definitions and the rules of **your** policy (pg 3-19), and
2. Table of benefits which outlines in detail the benefits received by **you** (pg 20-39)

Scheme rules for the Health Sense Suite

Effective from 14th May 2012

1. Introduction

You need to read these rules in conjunction with the current Table of Benefits for the Suite schemes (see pages 19 to 25), including the notes (see pages 25 to 27), **your** membership certificate and **your** application form. These documents and the rules make up the agreement between us, **laya healthcare**, and **you**, the member.

2. Definitions

It is important for **you** to understand that some of the terms we use have specific meanings. These terms and their meanings are outlined below and are written in bold throughout the remainder of the booklet.

The following words and phrases written in **bold** have the meanings shown below.

Benefits

The hospital charges, medical fees and other benefits shown in the Table of **Benefits**.

Consultant

Any registered medical practitioner who meets all of the following requirements:

- they hold a current full registration with the Irish Medical Council
- they are engaged in hospital practice by reason of their training, skill and experience in a designated specialty, they are consulted by other registered medical practitioners and they undertake full clinical responsibility for patients in their care, or that aspect of care on which they have been consulted, without supervision in professional matters by any other person

- they hold a public consultant post or are eligible to hold a public consultant post
- they are recognised by us as a **laya healthcare** consultant for the purpose of our insurance schemes in **Ireland** (**you** can phone or write to us if **you** would like to know whether or not a particular registered medical practitioner is recognised by us or **you** can check our website).

If **you** need to receive **treatment** in a country outside **Ireland**, a **consultant** will refer **you** to a surgeon, physician, or anaesthetist who is less than 70 years of age and is legally qualified to provide the **treatment** in that country.

Cosmetic treatment

Treatment which is defined as medical or surgical and is primarily for the purpose of improving appearance or self-esteem.

Day-case treatment

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

Dental practitioner

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

Dependants

Your husband or wife or partner and any child or **dependant** of **yours** who we have agreed with **you** to accept into membership of one of the **schemes**, and who is also named on **your** membership certificate as one of **your** **dependants**.

Emergency dental treatment

Restorative **dental treatment** urgently required

in order to alleviate pain, inability to eat or any acute dental condition caused by an accidental external impact to the mouth and which presents an immediate and serious threat to a person's general health.

Full cover scheme

The scheme known as the full cover scheme under which **laya healthcare** agrees limits on **consultants'** fees with participating **consultants**. A **consultant** is participating in the **full cover scheme** if he or she is listed in **laya healthcare's** list of **full cover scheme** participating **consultants** (**you** can phone or write to us if **you** would like to know whether or not a **consultant** is participating in the **full cover scheme** or **you** can check our website).

General medical practitioner/GP

A **registered medical practitioner** who is registered with the Irish Medical Council and who is not a **consultant** and is currently practicing as a primary care physician in the community.

Health insurance contract

A **health insurance contract** to which the Irish Health Insurance Act, 1994, and the regulations made under that Act, apply.

Hospital

This means a **laya healthcare participating hospital**.

In-patient treatment

Treatment where, for medical reasons, **you** have to stay in a **hospital** overnight.

Ireland

Ireland excluding Northern Ireland.

Membership start date

The date on which a person begins his or her current continuous period of membership of their **scheme**. The **membership start date** for

you and **your dependants** is shown for each of **you** individually on **your** current membership certificate. We will treat a person's cover under the **scheme** as continuous if there is no break in membership of more than 13 weeks.

Midwife

A **midwife** registered on the midwife register with An Bord Altranis.

Minimum benefit regulations

The Irish Health Insurance Act 1994 (**minimum benefit**) Regulations 1996, made pursuant to the Irish Health Insurance Act 1994, as amended from time to time.

Northern Ireland participating hospital

Any hospital in **Northern Ireland** listed in note 1(ii) on page 25 of the Table of **Benefits**.

Nurse

A **nurse** who is registered with An Bord Altranais for midwifery, health visiting and/or nursing.

Out-patient treatment

Treatment which is not **in-patient treatment** or **day-case treatment**. For example, **treatment** in a doctor's surgery.

Participating therapist

We will recognise a person who is a participating alternative **therapist** and is registered with the relevant associations at the time of treatment for the purpose of our insurance **schemes** in **Ireland**. We will also recognise registered **general practitioners** who are **participating therapists** with the relevant alternative associations. These are listed as follows:

- (a) a chartered or State registered physiotherapist and the Irish Society of Chartered Physiotherapists
- (b) a member of the Irish Association of Speech and Language Therapists and/or the Royal College of Speech and Language Therapists

- (c) a member of the Society of Chiropractors/Podiatrists, the Institute of Chiropractors and Podiatrists, the Irish Chiropractors/Podiatrists Organisation Ltd, and/or the British Chiroprody and Podiatry Association
- (d) a person who is either on the Professional Register of Traditional Chinese Medicine, the Traditional Chinese Medicine Council of Ireland (TCMCI) the British Medical Acupuncture Society, the Acupuncture Foundation Professional Association and/or is accredited to the British Acupuncture Council and/or the Academy of Chinese Culture and Medicine
- (e) a person who is on the professional register of the Irish Society of Homeopaths or the Irish Medical Homeopathic Association
- (f) a member of the Chiropractic Association of Ireland (CAI) and McTimoney Chiropractic Association of Ireland
- (g) a member of the Osteopathic Council of Ireland and the Association of Osteopaths in Ireland
- (h) a member of the Irish Association of Counsellors and Therapists or the Irish Council for Psychotherapy
- (i) a member of the Psychological Society of Ireland
- (j) a member of the Association of Occupational Therapists of Ireland
- (k) a member of the Irish Nutrition and Dietetic Institute
- (l) a member of the International Association of Infant Massage
- (m) a member of MLD (Manual Lymph Drainage) Ireland
- (n) a member of the Irish Reflexologists Institute, the Federation of Holistic Therapists Ireland and/or the National Register of Reflexologists.
- (o) a member of the British and Irish Orthoptic Society and/or Fellow of the Association of Optometrists Ireland (FAOI)
- (p) a member of the Association of Neuromuscular Therapists (ANMT), the Irish Association of Physical Therapists, the Register of Physical Therapists of Ireland or the Irish Institute of Physical Therapists
- (q) a member of the Irish Society of Hearing Aid Audiologists
- (r) a registered **midwife** who is a member of the Association of Lactation Consultants in Ireland and who holds International Board Certified Lactation Consultant membership.

(You can phone or write to us if **you** would like to know whether or not someone is a **participating therapist** for the purpose of the scheme.)

Pre-existing condition

Any disease, illness or injury that a person has which began, or the symptoms of which began, before that person started his or her current continuous period of membership of the scheme.

Note that an illness or injury may be present for some time before giving rise to symptoms or being diagnosed. So, when deciding if a disease, illness or injury began before membership started, it is the date when it began that counts - not the date when a person became aware of having the disease, illness or injury, or its symptoms.

Private hospitals Tier (Level) 1

- Aut Even Hospital, Kilkenny
- Barringtons Hospital, Limerick
- Cahercalla Hospital, Clare
- Clane Hospital, Kildare
- Cork Clinic*
- National MS Centre, Rathgar
- Park West Clinic, Dublin 12
- Shanakiel Private Hospital, Cork
- St Francis, Mullingar
- St Joseph's, Garden Hill, Sligo

* Please contact us prior to admission to ensure your treatment is covered.

Tier (Level) 2

- Bon Secours Hospital (Cork, Tralee, Galway and Dublin)
- Galway Clinic
- Hermitage Medical Clinic, Dublin
- Mount Carmel, Dublin
- North West Independent Hospital, Derry
- St Vincent's Private Hospital, Dublin
- Ulster Independent Clinic, Belfast
- Whitfield Clinic, Waterford
- Sports Surgery Clinic, Dublin

Tier (Level) 3 - Hi Tech Hospitals

- Blackrock Clinic, Dublin
- Mater Private Hospital, Dublin
- Beacon Hospital, Dublin

Public hospital

A publicly funded hospital, other than a nursing home, which provides services for a person pursuant to his or her entitlements under Chapter II of Part IV of the Irish Health Act 1970.

Laya healthcare participating hospital

Any hospital listed in the **laya healthcare** participating hospital list at the time **you** receive **your treatment**. For members of the **laya healthcare** Health Sense scheme, the **laya healthcare** participating hospital list means the list of **laya healthcare** participating hospitals that is published by us from time to time for the purpose of these schemes. This list may change now and again, so please check with us before going to hospital that **you** are properly covered for that hospital and that the hospital is still listed. We will send **you** a copy of the most up-to-date list if **you** ask us to.

Registered medical practitioner

A person whose name appears in the General **Register of Medical Practitioners** maintained under the Irish Medical Practitioners Act 2007.

Registered nursing home

A **nursing home registered** pursuant to the Health Act 2007.

Renewal date

The **renewal date** shown on **your** membership certificate.

Routine dental treatment

We refer to **routine dental treatment** as being a general check-up, scale or polish, routine filling or extraction (excludes wisdom teeth) carried out by a registered dentist.

Schedule of benefits

This is the **schedule** which we publish from time to time for the purpose of our medical insurance **schemes** in **Ireland**. This schedule lists various surgical and diagnostic procedures and medical illnesses. It also explains the amount of the **benefits** we shall pay for treatment provided by a **consultant** and for **surgical out-patient treatment** provided by a **general practitioner** (we will make available to **you** a copy of the schedule if **you** ask us to).

Scheme

Scheme means whichever **laya healthcare** health insurance scheme **you** are a member of, such as the Health Sense scheme.

Surgical out-patient treatment

Out-patient treatment consisting of a surgical procedure listed in the **schedule of benefits**.

Treatment

Any health services a person needs solely for the medical investigation, **treatment**, cure, or alleviation of the symptoms, of illness or injury.

Year

The period starting on **your membership start**

date or a **renewal date** and ending at midnight on the day before the next **renewal date**.

You/your

This means **you** the main member and **your dependants**.

3. Joining the scheme

- (a) **Your** membership of **your scheme** begins on **your** start date as shown on **your** membership certificate.
- (b) The membership of each of **your dependants** of their **scheme** begins on their start date as shown on **your** membership certificate.
- (c) If **you** enrol **your** child as a **dependant** within 13 weeks of the child's birth, **your** child's membership of the **scheme** will be treated as having begun on the date of the child's birth. And if **you** are a member of the **scheme**, **you** can apply to enrol **your** newborn child as a **dependant** of their **schemes** free of charge until **your** first **renewal date** after his or her birth.
- (d) The agreement between **you** and us for **your** membership of any of the **schemes** shall be separate from any agreement between us and **you** for **your** membership of any other **laya healthcare** insurance scheme or schemes.
- (e) The **scheme** of which **you** are a member is shown on **your** membership certificate.

4. Renewing your membership

- (a) **Your** membership of the **scheme** will automatically renew on **your renewal date**, each year (subject to Rule 10 on page 13) for a further year unless we write to notify **you** at least 30 days before the end of the **year** that we have decided to end the **scheme**. In that case, **your scheme membership** will end at the end of the year in which we notify **you** of our decision.

- (b) **You** renew **your** membership of the **schemes** by continuing to pay **your** subscriptions after **your renewal date**.

5. Your subscriptions

You must pay the subscriptions **you** have agreed with us for **your membership** of the scheme when it falls due. We may increase the subscriptions **you** have to pay each year (see Rule 10 on page 13).

You must pay **your** subscriptions in a way which is reasonably acceptable to us. We will give details of the ways **you** can pay **your** subscriptions in our brochure and we will send **you** updated details if **you** ask us to. A credit charge will apply if paying by installments.

6. Ending your membership

- (a) **You** have the right to cancel **your** membership of the **scheme** by writing to us within 14 days of **you** receiving **your** first membership certificate. We will give **you** a full refund of any money **you** have paid us as long as **you** have not made any claims.
- (b) **Your** contract is for a period of one year unless we agree to a different period when commencing **your** policy. If **you** do cancel mid-year, **you** will not receive any refund on **your** premium. In the event of non-payment in accordance with the payment terms of **your** contract, such non-payment will constitute a breach of 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.
- (c) **You** may also cancel the membership of any of **your dependants** of their **scheme** by writing to us within 14 days of **you** receiving **your** first membership certificate which lists them as a member. We will give **you** a full refund of any money **you** have paid for those **dependants**, whose membership **you** have cancelled within 14 days, as long as no claims

have been made in respect of them.

- (d) **Your dependents** contract is for a period of one year unless we agree to a different period when commencing **your** policy. If **you** do cancel **your dependents** contract mid-year, **you** will not receive any refund on **your** premium. In the event of non-payment in accordance with the payment terms of **your** contract, such non-payment will constitute a breach of 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.
- (e) We can end or refuse to renew someone's membership of the **scheme** if they have at any time made a fraudulent misrepresentation which relates to their contract with **laya healthcare** or any other **health insurance contract**, and which has, or could have, resulted in us, or any other registered health insurer, suffering financial loss. This includes information which could have affected our decision to allow anyone to join the **scheme** or what subscriptions they have to pay, or whether or not we have to pay any claim for **benefits**.
- (f) **Your** membership of the **scheme** will end immediately if **you** stop living in **Ireland** for more than six months per calendar year or **your** membership is not renewed.
- (g) We may end **your** membership of the **scheme** by writing to **you** if **you** do not pay any of **your** subscriptions on or before the date they are due. If **your** membership ends because **you** do not pay **your** subscriptions, we may allow **you** to continue **your** membership, as long as **you** pay the subscriptions **you** owe within 30 days.
- (h) If a person's membership of the **scheme** ends because we end their membership (eg. for fraudulent misrepresentation), we will give a refund of subscriptions paid for them for the period after their membership ends.
- (i) If **you** cease to be a member of **your scheme** for any reason at any time, the membership of each of **your dependants** on the **scheme** will also end at the same time unless we otherwise agree in writing at the time. **Your dependants** will need to make their own

arrangements with us to continue their membership of their **schemes**. They can do this by telephoning or writing to us. We will explain to them what they will need to do.

7. What is covered under the scheme

- (a) We will pay **benefits** for **treatment** a person receives while they are a member of their **scheme**. We will pay **benefits** under the **scheme** of which they were a member at the time they received the **treatment** and according to the rules and Table of **Benefits** of the **scheme** that applied to them at that time. We will not pay **benefits** for **treatment** which a person receives while he or she is not a member of the **schemes**.
- (b) We will only pay fees and charges for **treatment**, services and facilities that are reasonable and customary and, in any event, only up to the limits shown in the Table of **Benefits**. By 'reasonable and customary' we mean that what **you** are charged for and how much **you** are charged is not more than what the majority of our other members of the **schemes** are charged in Ireland for similar **treatment** services or facilities.
- (c) We may pay **benefits** directly to the person who provided the **treatment** or to **you** or **your dependants**. We will pay benefits after deducting any withholding tax or other deductions that we are required to make by law.
- (d) We will only pay **benefits** for costs and expenses that **you** have to pay. We will only pay **benefits** for **treatment** that **you** need and have received.
- (e) Any **benefits** we pay for **treatment** to which **you** are not entitled, will still count towards the maximum amount we will pay under the **scheme**. We may decide to make these payments, but it does not mean we will have to pay them in the future.
- (f) We will pay **benefits** for **in-patient treatment** for psychiatric or addictive conditions or problems up to the following limits:

- (i) The maximum number of days of **in-patient treatment** for psychiatric conditions (other than those referred to in 'ii') for which we shall pay **benefits** for any person in any calendar year shall be 100 less the number of days of such **treatment** that the person has received during the same calendar year, in respect of which a payment has been made by us or any other **health insurance contract**.
- (ii) The maximum number of days of **in-patient treatment** for alcoholism, drugs or substance abuse for which we shall pay **benefits** for any person in any continuous period of five years shall be 91 less the number of days of such **treatment** received by that person during the same five-year contract period in respect of which a payment has been made by us or any other **health insurance contract**.
- (g) The maximum number of days of **in-patient treatment** and **day-case treatment** combined for which we shall pay **benefits** for any person in any calendar year shall be 180 less the number of days of such **treatment** received by that person during the same calendar year for which any payment has been made or is payable under any **health insurance contract**. In the case of anyone who joins or cancels during the year, their number of eligible days for **in-patient** or **day-case treatment** will be calculated on a pro rata basis.
- (h) We will only pay **benefits** in relation to the diagnosis or treatment of illness or injury of a person which would be accepted generally by the medical profession in **Ireland** as appropriate and necessary, having regard to the standards of medical practice and to the nature and cost of any other recognised forms of treatment as well as to all the circumstances relevant to the person.
- (i) We do not have to pay **benefits** for **in-patient treatment** provided by a **hospital** if we are of the reasonable opinion, based on appropriate medical advice, that the **treatment** could have been received as **day-case treatment** or **out-patient treatment**. We also do not have to pay benefits for day-case treatment if we are of the reasonable opinion, based on appropriate medical advice, that the **treatment** could have been received as **out-patient treatment**. However, we will pay benefits for such treatment as follows:
- if you receive **in-patient treatment** and we determine that the **treatment** could have been received as **day-case treatment**, we may treat such **treatment** as **day-case treatment** for the purpose of paying **benefits**
 - if you receive **in-patient treatment** or **day-case treatment** and we determine that the **treatment** could have been received as **out-patient treatment**, we may treat such **treatment** as **out-patient treatment** for the purpose of paying **benefits**.
- (j) Despite anything to the contrary in these rules and the Table of **Benefits**, you may claim any **benefits** we are required to pay under the **minimum benefit regulations**.
- (k) We will only pay **benefits** for **consultants'** fees for **in-patient treatment** or **day-case treatment** if the **treatment** is provided in a **laya healthcare participating hospital**.
- (l) In the case of a person who was covered under a **health insurance contract** within 13 weeks before their **membership start date**, we will only pay **benefits** for **treatment** received during their additional cover waiting period if **benefits** for the **treatment** would have been payable under that **health insurance contract**. And we will only pay **benefits** for such **treatment** during the additional cover waiting period up to the amount that would have been payable under that **health insurance contract** if the amount is less than would otherwise be payable by us under the **scheme**.
- A person's additional cover waiting period for this purpose shall be:
- the first year following their **membership start date** for benefits under Benefit 5 on page 24
 - the first two years following their **membership start date** for all other **benefits**.

This rule will not restrict cover for **treatment** arising out of any illness, injury or disease which originated after the person's **membership start date**. This rule applies both to a person who becomes a member of the **scheme** for the first time or to anyone changing their **scheme** to a **scheme** which generally provides more extensive cover.

- (m) Subject to **laya healthcare** paying benefits up to the amount required by the **minimum benefit regulations**, **laya healthcare** shall deduct the first €50 or €125 from benefits payable on the Health Sense scheme for each claim for hospital charges for private hospitals. **Laya healthcare** shall deduct €200 from the benefits payable under the Health Sense scheme for each claim for hospital charges for treatment in the Blackrock Clinic, Beacon Hospital and Mater Private Hospital. The excesses apply on a per claim basis.

8. What is not covered under the scheme

We will not pay benefits for the following

- (a) **Treatment** which a person requires during any waiting period that may apply to the **treatment** under their **scheme**. All waiting periods commence on a person's **membership** and upgrade **start date** and, except for the maternity waiting period, the length of a waiting period is determined by a person's age on their **membership start date**.

There are three waiting periods that apply under the scheme

- the initial waiting period - this applies to any **treatment** that a person may require
- the pre-existing condition waiting period - this only applies to **treatment** which a person requires for a **pre-existing condition**
- the maternity waiting period - this only applies to **treatment** that a person requires for pregnancy or childbirth.

The initial waiting period is

- the first 26 weeks of membership for those aged under 55 on their **membership start date**
- the first 52 weeks of membership for those aged 55 to 64 on their **membership start date**
- the first 104 weeks of membership for those aged 65 or over on their **membership start date**.

The pre-existing condition waiting period is

- the first five years of membership for those aged under 55 on their **membership start date**
- the first seven years of membership for those aged 55 to 59 on their **membership start date**
- the first 10 years of membership for those aged 60 or over on their **membership start date**.

The maternity waiting period applies

- to Benefit 5 on page 24 and applies during the first 52 weeks of membership.

The above waiting periods will not apply

- to any child of **yours** who becomes a member of the **scheme** within 13 weeks of their birth; or
- to any **treatment** received by a person resulting from an accident or injury which occurred while they were a member of the **scheme** or covered under another **health insurance contract**.

The waiting periods shall be reduced by a person's continuous period of cover (if any) under one or more **health insurance contracts** prior to their **membership start date** if the period of continuous cover ended within 13 weeks of their **membership start date**. (A person's cover shall be treated by us as continuous even if there is a break in cover, but only if the break in cover does not last more than 13 weeks.) Please remember that we will not pay benefits for any **treatment** which a person receives while he or she is not a member of the **scheme**.

- (b) **Treatment** directly or indirectly relating from or to do with male or female birth control, infertility or assisted reproduction. This exclusion will not apply to investigations relating to infertility.
- (c) **Treatment**, including drug therapy, which we reasonably decide, based on established medical opinion in **Ireland**, is experimental or unproven. We may decide to pay for the type of treatment if it is offered to **you**, but we do not have to.
- (d) Cosmetic **treatment**, except the correction of accidental disfigurement or significant congenital disfigurement or significant disfigurement due to disease.
- (e) **Treatment** where injury or illness is caused by war, civil disobedience or any act of terrorism or chemical, biological or nuclear disaster in **Ireland** or overseas.
- (f) **Treatment** for symptoms which are not due to any underlying disease, illness or injury.
- (g) **Treatment you** receive outside **Ireland**. This exclusion will not apply to **treatment** that **you** receive in an emergency because of a sudden illness or injury while travelling temporarily outside **Ireland** or treatment approved as part of **laya healthcare's** medical tourism benefit. But we will only pay those **benefits** and costs described in Benefits 7, 8, 9 and 11 of the Table of **Benefits**. We will not pay **benefits** if any of the following apply to the person who receives the **treatment**:

- if **you** are receiving treatment at the time of travel and/or **you** know before **you** travel that treatment may be required while temporarily overseas
- **you** travelled abroad despite being given medical advice that **you** should not travel abroad
- **you** were told before travelling abroad that **you** were suffering from a terminal illness
- **you** travelled abroad to receive **treatment**
- **you** knew **you** would need the **treatment** before travelling abroad

(This exclusion will not apply to treatment that we have agreed **you** may receive in

a hospital in the EU and which has been preapproved by us because the treatment is not available in **Ireland**.)

- conditions arising from deliberately injuring yourself
 - conditions arising from alcohol and drug abuse
 - conditions arising from a psychiatric condition
 - injuries caused during mountaineering, motor competitions and competitive professional sport
 - convalescence or rehabilitation services
 - injuries **you** received while breaking the law
 - pregnancy-related admissions or giving birth after 28 weeks
 - expenses incurred after a member has been discharged from hospital
 - injuries caused by air travel unless **you** are a passenger on a licensed aircraft operated by an airline.
- (h) **Treatment** provided by a **consultant** whom the Irish Medical Council does not recognise as having knowledge and expertise in a speciality relevant to that **treatment**.
- (i) **Treatment** in any hospital or by any registered medical practitioner or therapist to whom we have sent a written notice saying that we no longer recognise them as a **laya healthcare participating hospital**, or **consultant** or **participating therapist**, as the case may be.
- (j) Any dental or orosurgical or orthodontic **treatment** or procedure unless it is a surgical or medical procedure listed in the **schedule of benefits**. But we will pay **benefits** for **out-patient treatment** for dental injuries to the extent shown under Benefit 4.

We will only pay **benefits** for the following **treatment** if **you** get our permission beforehand:

- periodontal mucoperiosteal flap surgery
- removal of buried teeth (single or multiple)
- removal of buried or impacted tooth/teeth.

Please note: routine dental is not covered overseas.

- (k) Preventive **treatment** such as check-ups or screening, except colon cancer screening provided by a participating hospital. This benefit is paid subject to certain clinical indicators. Please ask us for details. We will also pay for screening to the extent provided for under Benefit 4.
- (l) **Treatment** relating to eating disorders or weight reduction other than anorexia nervosa or bulimia nervosa.
- (m) Convalescence in a nursing home other than a **registered nursing home** under Benefit 6 on page 24.
- (n) Medical reports.
- (o) Any penalty charge in lieu of Health Act contributions.
- (p) Nursery fees.
- (q) Hearing aids, spectacles and contact lenses (except as specified in the Table of **Benefits**), dentures or orthodontic appliances.
- (r) Any **treatment** not specified in the **minimum benefit regulations** or in our **schedule of benefits** unless we agree to include it. This exclusion will not apply to Benefit 7 on page 24.
- (s) Charges for drugs or medication unless provided when an in-patient and as agreed with the hospital.
- (t) **Laya healthcare** will have no obligation to pay otherwise eligible claims where they are submitted in respect of a spouse, parent, child, brother, sister, uncle, aunt, niece, nephew of a consultant, dentist or alternative therapist, general practitioner or any other provider of service.
- (u) Vaccinations other than those specifically covered by **your** plan.

9. Making a claim

- (a) When possible, **you** should tell us about any **treatment you** are going to have. This gives us the chance to tell **you** if **you** can claim for **benefits**. We may ask **your consultant** or other registered medical practitioner to

provide us with full written details of the **treatment**.

- (b) We will not pay **benefits** while **you** are breaking any of the terms of **your** membership.
- (c) **You** should send **your** claims to us as soon as possible. We will only pay **benefits** if we receive all of the following:
- a written claim within 12 months of the date of any non-**surgical out-patient treatment** and six months of the date of any other **treatment** (unless this was not reasonably possible). **You** must make the claim in the way that we reasonably ask **you**. We may change the procedure for making a claim. If we do change the procedure, we will write and let **you** know.
 - any proof we reasonably need to help us to decide if **you** are entitled to **benefits**.

This can include:

- any medical reports and other information to do with the **treatment** for which **you** are making a claim
 - the results of an independent medical examination which we may ask **you** to undergo
 - original accounts and invoices for the **benefits you** are claiming
 - written confirmation from **you** as to whether or not **you** think **you** can recover the cost of the **benefits** from another person or insurance company
 - details of any **health insurance contract** under which **you** were covered prior to becoming a member of the **scheme**
 - original flight/travel tickets, which will act as proof of **your** stay outside of Ireland up to but not exceeding 180 days in each calendar year.
- (d) In order to process a claim, we require a fully completed claim form. If information required to process the claim is incomplete or ambiguous on the claim form, our claims department will follow up with the necessary party to obtain this information.

Please note: if the required information is not received within six months, the claim will be deemed ineligible for benefit.

Important Note

FRAUD POLICY:

- **Laya healthcare** operates a fraud policy in respect of all claims made under our health insurance contract.
- Members should note that regular audits of claims are undertaken by **laya healthcare**.
- In all instances where fraud is suspected in respect of a particular claim, a full and comprehensive investigation will be carried out by us.
- If, following that investigation, a finding of fraud is made or if a claim is deemed in any respect fraudulent, the claim shall be disallowed in its entirety.
- If, after that investigation, a finding of fraud is made, or if a claim is in any respect fraudulent or dishonest and submitted with a view to obtaining any **benefit** under this policy, all **benefit** under this policy shall be forfeited. For example, overstatement of any medical fees incurred.
- Any member found guilty of submitting a fraudulent claim shall have their health insurance contract suspended with immediate effect.
- All claims of whatever nature being considered under that individual member shall be suspended with immediate effect.
- In addition, if any claim is fraudulent in any respect, **laya healthcare** reserves the right to refer the matter and details of the claim to the appropriate authorities to prosecute the member.

10. Changes to the agreement

- (a) We may change any of the terms of **your** membership of **your schemes** each **year** on **your renewal date**. These changes can include, for example, how much **your** subscription will be and how often **you** have to pay it. The changes can also include changes to the **benefits**. We will not add any restrictions or exclusions to **your** cover that

are personal and specific to **you** concerning medical conditions that started after **you** joined the **scheme**. Changes will only apply to **you** for the period following the **renewal date** when the change was made. The changes will not apply to the period before the **renewal date**.

- (b) We will write to tell **you** about any of these changes at least 28 days before the **renewal date** on which they are to take effect.
- (c) We can increase or reduce 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 **laya healthcare**. If we do, we will only increase the subscriptions **you** have to pay to cover the cost to us of the changes in the taxes or charges. We will write to tell **you** at least 28 days before increasing **your** subscription.
- (d) We may make any changes to the terms of **your** membership of the **scheme** and **your** subscriptions at any time if we are required to do so by law. We will write to tell **you** about any such change as soon as is reasonably practical and **you** may **end your** membership of the **scheme** within 14 days of us telling **you** about the change. If, as a consequence, **you** end **your** membership, we will refund any subscriptions that **you** have paid for the period after **your** membership ends.

11. General terms and conditions

- (a) **Your** policy and all communication between **you** and us will be in English.
- (b) These terms will be governed by Irish law and all matters to do with the **schemes** will be dealt with by the courts in **Ireland**.
- (c) We will not return any documents **you** send us, unless **you** ask us to do so at the time **you** send them to us.
- (d) Any changes to these terms will only be valid if they are made according to these rules or

the Table of **Benefits**, unless we agree any changes with **you** in writing. Nobody else can change **your** terms of membership of the **scheme** on our behalf or decide not to enforce any of our rights.

- (e) If we do not use our legal rights, it does not mean we have given them up. We may use them in the future.
- (f) If **you** write to us about anything, **you** must send **your** letter by pre-paid post or deliver it personally to: **laya healthcare**, Eastgate Road, Eastgate Business Park, Little Island, Co. Cork.

If we change this address, we will write to tell **you** about the change.

We will send any letters to the address **you** last told us about. **You** and we can assume that the letter is received on the day after it has been delivered, if delivered personally, or three days after posting if it was sent by pre-paid post.

- (g) **You** must write and tell us as soon as possible if **you** have claimed **benefits** for any **treatment** which **you** needed because somebody else was at fault.
- (h) **You** should write to tell us if **you** have any other insurance cover for **benefits** that **you** have claimed from us. If **you** do have insurance cover with someone other than **laya healthcare**, we will only pay our share of any **benefits**.
- (i) We will pay **benefits** in accordance with the rules for **treatment** which was due to the fault of someone else.

However, if **you** claim **benefits** for **treatment** which was due to the fault of someone else, **you** must take any steps we may reasonably ask **you** to take to recover the cost of the **benefits** we have paid from the person whose fault it was. **You** must also claim interest if **you** are entitled to interest. **You** must pay us the money (and any interest) that **you** recover from that person up to the amount of the **benefits** we have paid for the **treatment**.

Third-party claims

- 1) **Expenses** which **you** are entitled to recover from a third party are excluded from benefit, but please note the following:
 - (i) Complete in full the third-party section and sign the claim form, which includes an undertaking to include all **benefit** paid by **laya healthcare** relating to any claim made against another party.
 - (ii) Submit a fully completed undertaking, which will be relied on by **laya healthcare** once a copy of the Authorisation Form is received from the Injuries Board (refer to point 4), or from **your** solicitor, in the form prescribed by **laya healthcare**: "In consideration of **laya healthcare** discharging the eligible hospital and medical expenses of my/our client, I/we hereby understand to include as part of my/our client's claim the monies so paid by **laya healthcare** (details of which will be supplied by **laya healthcare**) and subject to any court order to the contrary to repay to **laya healthcare**, out of proceeds that come into our hands, all such monies paid by **laya healthcare**."
 - (iii) Notify **laya healthcare** in writing prior to the legal closure of the case.
 - (iv) Provide **laya healthcare** with full written details of any settlement.
- 2) **Legal Action Proceedings** Where a claim is submitted to **laya healthcare** in respect of treatment required as a result of an injury caused through the fault of another person, known as a third party, and where **you** propose to pursue a legal claim against that party, **laya healthcare** will pay **benefit** in accordance with these rules provided that **you** (or the subscriber if **you** are under 18 years):
 - (i) Complete in full the third-party section and sign the claim form, which includes an undertaking to include all **benefit** paid by **laya healthcare** relating to any claim made against another party.
 - (ii) Submit a fully completed undertaking, which will be relied on by **laya healthcare** once a copy of the Authorisation Form is received from the Injuries Board (refer to point 4), or from **your** solicitor, in the form prescribed by **laya healthcare**: "In consideration of **laya healthcare** discharging the eligible hospital and medical expenses of my/our client, I/we hereby understand to include as part of my/our client's claim the monies so paid by **laya healthcare** (details of which will be supplied by **laya healthcare**) and subject to any court order to the contrary to repay to **laya healthcare**, out of proceeds that come into our hands, all such monies paid by **laya healthcare**."
 - (iii) Notify **laya healthcare** in writing prior to the legal closure of the case.
 - (iv) Provide **laya healthcare** with full written details of any settlement.
- 3) **No Legal Action Proceedings** Where a claim is not currently being pursued by **you** (or the subscriber if **you** are under 18 years), but in the future should **you** choose to proceed with a third party claim, or in the instance where our legal advisors advise us that expenses are recoverable from a third party, we will require **you** to:

- (i) Complete in full and sign the claim form, which includes an undertaking to include all **benefits** paid by **laya healthcare** in any claim which may subsequently be made against a third party responsible for causing the injury.
 - (ii) Immediately notify **laya healthcare** in writing of the outcome of any such claim and repay the **benefit** paid by **laya healthcare** in full, subject to any court order to the contrary.
- 4) **Injuries Board** Where **you** submit a claim to the Injuries Board, **laya healthcare** will pay **benefit** in accordance with these rules provided that **you** (or the subscriber if **you** are under 18 years) complete in full and sign the accident section of the claim form.

This undertaking provided by **you** also authorises **laya healthcare** to provide the Injuries Board with details of all monies paid by **laya healthcare** relating to **your** claim, and requires **you** to provide **laya healthcare** with details of the Injuries Board assessment.

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, **laya healthcare** will rely on the undertaking that has been provided by **your** solicitor, in accordance with point 2(ii) above, and a copy of the authorisation from the Injuries Board to proceed to the courts.

- 5) **Criminal Injuries Compensation Tribunal Claims** If **you** are pursuing a claim through the Criminal Injuries Compensation Tribunal, **laya healthcare** will pay benefit in accordance with these rules provided that **you** (or the subscriber if **you** are under 18 years) complete in full and sign the accident section of the **laya healthcare** claim form and provide **laya healthcare** with a copy of the written confirmation from the Criminal Injuries Compensation Tribunal.

The undertaking provided by **you** also authorises **laya healthcare** to seek details of any settlement directly from the Criminal Injuries Compensation Tribunal and authorises the Criminal Injuries Compensation Tribunal to release this information to us. In circumstances where

such a case is unsuccessful, **laya healthcare** will not seek a refund of the **benefit** paid.

- 6) **Unsuccessful/Withdrawn Claims** If a claim against a third party is not successful or is withdrawn, **laya healthcare** will not seek a refund of the benefit paid provided that **you** arrange for full written details of the case to be supplied by **you** from **your** solicitor, outlining to the satisfaction of **laya healthcare** the reasons why the case was unsuccessful or was discontinued.
- 7) **Disclosure** It is the responsibility of a member to disclose to **laya healthcare** full details of any action to be taken against a third party in relation to any incident/accident in respect of which **laya healthcare** has paid full **benefit**. Failure to do so will result in the refusal of any subsequent claims relating to the accident/incident.

Data Protection Statement

Laya Healthcare Limited and Elips Insurance Limited act as joint data controllers in relation to information held about **you** for the purposes of the Data Protection Acts. **You** should show this notice to anyone who may be covered by **your** insurance policy with **laya healthcare**.

We will use the information **you** provide to manage and administer **your** insurance policy, including underwriting and claims handling and for money laundering prevention purposes. In order to provide **you** with products and services, this information will be held in the data systems of **Laya Healthcare Limited** and Elips Insurance Limited or by our agents or subcontractors.

Information may also be shared with other insurers, either directly or through people acting for the insurer such as Investigators, where we are entitled to do so under the Data Protection Acts. We may pass contact details of female members aged between 50 and 64 years to the National Breast Screening Programme. If **you** have a problem with this please let us know when **you** contact us.

We may contact **you** with a reminder that **your** insurance is due to be renewed. In the interest of customer service, calls are recorded and monitored.

We take our security responsibilities seriously, employing the most appropriate physical and technical measures, including staff training and awareness. We review our security measures and procedures regularly.

It may be necessary for us to collect sensitive information (such as medical conditions) about **you** and others named on the insurance policy. By going ahead with this insurance **you** will be agreeing to us or our agents or other insurers processing that information. Before **you** provide sensitive information about others, **you** should make sure they have given their express consent.

Medical information will be kept confidential and may be disclosed, on a strictly confidential basis, to those involved with **your** treatment or care or their health professional agents. However, anonymised data - that is, information which does not identify an individual - may be used by **Laya healthcare**, or disclosed to others, for research or statistical purposes.

Access to non-medical information may be granted by **Laya healthcare** to others on a strictly confidential basis in the course of and for the purpose of the efficient administration of **Laya healthcare** (for example, in connection with audit, systems development, managing or improving our services).

It is our policy to only take instructions to change a policy from the main member or from company secretaries where the company is administering or contributing to the cost of the scheme. In some cases we may also deal with other people who call on **your** behalf with **your** consent.

Laya healthcare, would like to keep **you** informed about products and services they provide. If **you** would prefer not to receive this information from us, and have not previously advised us of this, please let us know when **you** contact us. **Your** information may also be used for these purposes after **your** policy has lapsed.

You have the right to request a copy of the information we hold about you by writing to

our Information Protection Manager, at Laya healthcare, Eastgate Road, Eastgate Business Park, Little Island, Co Cork. Please review your information and contact us if you wish to make changes.

12. Tax relief

Under current Irish tax legislation **you** are entitled to income tax relief in respect of **your** subscription. Relief is given at the standard rate of income tax. Relief is given by us at source, which means all our subscriptions are shown net of the standard rate of income tax.

13. The Financial Regulator

The Financial Regulator helps consumers to make informed and responsible decisions regarding their financial affairs in a safe and fair market. If **you** have any questions about **your** consumer rights, contact 1890 777777 or visit www.financialregulator.ie.

14. Making a complaint

We intend to provide a first-class service to our members at all times. However, if **you** are in any way dissatisfied, please phone or write to: The Head of Customer Service, **Laya healthcare**, Eastgate Road, Eastgate Business Park, Little Island, Co. Cork. Phone: **1890 700 890**

If **you** remain dissatisfied, **you** may appeal to the Managing Director by writing to him at the same address.

Laya healthcare takes part in the Insurance Ombudsman Scheme. If **you** are not satisfied with our decision or if we haven't given **you** a decision after 40 business days, **you** have the right to refer **your** complaint to the Insurance Ombudsman at: The Financial Services Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Phone: 1890 882090.





Table of Benefits for Laya Healthcare Health Sense scheme

The following Table of Benefits must be read subject to the notes below, starting on page 25.

Benefit 1

Hospital charges for in-patient treatment, day-case treatment and surgical out-patient treatment (see Note 1 on page 25)

We will pay charges made by **laya healthcare participating hospitals** for providing **in-patient treatment, day-case treatment** and **surgical out-patient treatment**.

We will pay these charges in full for **in-patient treatment** if the person receiving the **in-patient treatment** does so in a **laya healthcare participating hospital** and that hospital's costs for the **in-patient treatment** the person receives are shown in the **laya healthcare participating hospital list** to be fully covered under their **scheme**, or they stay in a public ward in a **public hospital**.

We will pay these charges in full for **day-case treatment** if the person receiving the **day-case treatment** does so in **day-case accommodation** in a **laya healthcare participating hospital** and that hospital's costs for the **day-case treatment** the person receives are shown in the **laya healthcare participating hospital list** to be fully covered under their **scheme**.

We will pay these charges in full for **surgical out-patient treatment** if the person receiving the **surgical out-patient treatment** does so in a **laya healthcare participating hospital** and that hospital's costs for the **surgical out-patient treatment** the person receives are shown in the **laya healthcare participating hospital list** to be fully covered under their **scheme**.

If either the **treatment** or the category of the

room in which someone stays is not shown to be fully covered under their **scheme** in the **laya healthcare participating hospital list**, we will only pay the charges shown in Note 1 on page 25.

Laya healthcare will only pay benefits for drugs prescribed for use by patients while receiving **in-patient treatment, day-case treatment** or **surgical out-patient treatment**.

Please remember that **laya healthcare** shall deduct €50 or €125, depending on the hospital **you** choose, from the **benefits** payable under the Health Sense scheme, for each claim for **hospital charges for treatment** in a **private hospital**. A sum of €200 shall be deducted from the **benefits** payable under the Health Sense scheme, for treatment in the Blackrock Clinic, Beacon Hospital or the Mater Private Hospital, in accordance with rule 7(m) on page 10.

Benefit 2

Consultants' fees for in-patient and day-case treatment and consultants' and general medical practitioners' fees for surgical out-patient treatment (see Note 2 on page 27)

We will pay consultants' fees for providing **in-patient treatment, day-case treatment** and **out-patient surgical treatment** in a **laya healthcare participating hospital**.

If a person receives this **treatment** from a **consultant** participating in the **full cover scheme**, we will pay the **consultant's** charges in full in accordance with the terms previously agreed with the **consultant**, which is the amount shown as the full rate in the **schedule of benefits** for the **treatment** they receive.

If they receive the **treatment** from a **consultant** who is not participating in the **full cover scheme**, we will pay the consultant's fees for these services in accordance with and up to the amount shown as the standard rate in the **schedule of benefits** for the **treatment** they receive.

We will also pay fees charged by **general medical practitioners** for providing **surgical out-patient**

treatment to them in either a **laya healthcare participating hospital's** day surgery facility or in a doctor's surgery. We will pay these fees in accordance with and up to the amount shown as the standard rate in the **schedule of benefits** for the **treatment** they receive.

For members of the Health Sense scheme, we will pay benefits under Benefit 2 for consultants' fees for **in-patient, day-case and surgical out-patient treatment** received in **Northern Ireland participating hospitals** in full up to the amounts shown as the participating rate in the **laya healthcare schedule of benefits** for the **treatment** they receive. We will pay all claims in euro.

Benefit 3

Hospital charges and consultants' fees for radiotherapy and chemotherapy out-patient treatment (see Note 2 on page 27)

We will pay the following charges for radiotherapy and chemotherapy **out-patient treatment** which is received by a person in a **hospital**, but only if they are fully covered for **in-patient treatment** or **day-case treatment** at that hospital under their **scheme**:

Hospital charges

Full refund (see Note 1 on page 25)

Fees charged by consultants participating in the full cover scheme

Full refund in accordance with and up to the amount shown as the full rate in the **schedule of benefits** for the **treatment** they receive

Note 1: Members do not have cover for radiotherapy treatment in the Beacon Hospital and the Whitfield Clinic.

Note 2: In the cases of chemotherapy, radiotherapy and hemochromatosis carried out in private hospitals listed as fully participating, the excesses of €50, €125 and €200 will apply on a per condition, per membership year basis.

Benefit 4

(For members of the Health Sense scheme)

Hospital charges and consultants' fees for non-surgical out-patient treatment other than for radiotherapy or chemotherapy (see Note 3 on page 27)

We will pay up to the amount shown for the following charges for non-surgical **out-patient treatment** each **year** other than for radiotherapy or chemotherapy.

We will pay these charges according to the **scheme** of which the person receiving the **treatment** is a member subject to the excess and annual limits shown on page 23.

Important note

The payment of benefits under Benefit 4 will be made subject to the excesses shown on page 23.

	Benefit	Health Sense
1	Fees charged for radiology by consultants participating in the full cover scheme	Full refund in accordance with and up to the amount shown as the full rate in the schedule of benefits for consultants' fees for such treatment.
2	Fees charged for pathology by consultants	Up to €20 for each referral.
3	Hospital charges or charges by laya healthcare approved laboratory or diagnostic centres for radiology and pathology other than MRI services	Full refund.
4	Charges for MRI services provided by a hospital or a laya healthcare approved laboratory or diagnostic centre, that has not been approved by laya healthcare for direct payment for MRI services. These may change from time to time. MRI scans have to be on a general practitioners or consultant's referral. Please ask us for details.	Full refund.
5	Hospital casualty charges	Up to €20 for each episode.
6	Consultants' fees for consultations other than in connection with radiology and pathology	Up to €51 for each consultation other than to do with maternity, and up to €400 for members of the Health Sense scheme relating to maternity for each pregnancy.
7	Charges by a participating therapist for homeopathy, Chinese medicine/acupuncture, chiropractic, osteopathy, reflexology (including baby reflexology)	Up to €20 for each visit for 8 visits per therapy each year.
8	Charges by GPs other than for routine maternity	Up to €20 for each consultation.
9	Charges for screening for cervical cancer and breast examination at a laya healthcare approved centre	Up to €30 each year.
10	Approved appliances	We will refund up to the amount shown for the appliance on laya healthcare's list of approved appliances, some of which require a specific referral letter. Please contact us for details.
11	Charges for physiotherapy by a participating therapist	Up to €20 for each visit for 25 visits per year.
12	Home nursing by a nurse for a person who is 18 years or over immediately following in-patient treatment or daycase treatment, if recommended by the consultant providing the treatment (see note 3 (d))	Up to €40 for each day and up to a maximum of 40 days each year.
13	Emergency dental treatment provided by a dentist for restorative treatment which immediately follows (i.e. within five days), and is required for, a dental injury caused by an accidental external impact to the mouth	Up to €470 for each accident.
14	Charges for blood tests for prostate cancer screening at laya healthcare approved centres	Up to €20 each year.
15	Charges for routine dental treatment	Up to €25 each year.
16	Charges by a participating therapist for chiropody/podiatry and occupational therapy	Up to €20 for each consultation for up to a maximum of five consultations per therapy each year.
17	Speech and language therapy (on GP or consultant referral)	Up to €20 for each consultation for up to a maximum of eight consultations each year.

	Benefit	Health Sense
18	Charges by a participating therapist for dietetic advice	Up to €20 for each consultation for up to a maximum of five consultations each year.
19	Occupational assessments (hearing and optician visits). An eye test must be carried out by a practitioner (Fellow of the Association of Optometrists of Ireland (FAOI)), and/or the cost of glasses and/or the cost of contact lenses	Up to €60 per year.
20	Charges by a participating therapist for physical therapy	Up to €20 for each visit up to a maximum of eight visits each year.
21	Charges for adult counselling by a clinical psychologist (for anybody aged over the age of 18 at their last renewal date)	Up to €20 for each visit up to a maximum of eight visits each year.
The following charges will not be subject to the excesses shown overleaf		
22	Charges for MRI services provided by a hospital or a laya healthcare approved laboratory or diagnostic centre that has been approved by laya healthcare for direct payment for MRI services. These may change from time to time. Please ask us for details	Full refund.
23	Charges for CT services provided by a hospital or a laya healthcare approved laboratory or diagnostic centre, that has been approved by laya healthcare for direct payment for CT services. These may change from time to time. Please ask us for details	Full refund.
24	Charges for PET services provided by a hospital or a laya healthcare approved laboratory or diagnostic centre that has been approved by laya healthcare for direct payment for PET services. These may change from time to time. Please ask us for details.	Full refund.
25	Home nursing by a nurse for a child under 18 years of age immediately following in-patient treatment of not less than five continuous days, if recommended by the consultant providing the treatment (see note 3(d))	Up to €100 for each day up to a maximum of 28 days each year.
26	Breast prosthesis	Full refund for the first prosthesis following receipt of an in-patient claim. Subsequent prosthesis will be assessed in accordance with our appliance list (please ask for details). A GP/consultant report will be required if laya healthcare have no details of in-patient treatment.
27	Hairpiece	Full refund for one hairpiece per year following cancer treatment.
28	Charges by a participating therapist for manual lymph drainage	Up to €500 each year following cancer treatment.
29	Accommodation assistance grant for cancer patients travelling for out-patient radiotherapy or chemotherapy treatment	Up to €100 for each day of treatment travelling a minimum of 40 miles to the treatment centre.

	Benefit	Health Sense
30	Charges for DEXA services provided by a hospital or a laya healthcare approved laboratory or diagnostic centre, that has been approved by laya healthcare for direct payment for DEXA services. These may change from time to time. Please ask us for details	Full refund.
31	Charges for mammogram services provided by a hospital or a laya healthcare approved laboratory or diagnostic centre, that has been approved by laya healthcare for direct payment for mammogram services. These may change from time to time. Please ask us for details	Full refund.
32	Charges for a laya healthcare approved HeartBeat cardiac screen for all members aged 12 or over by a laya healthcare approved provider	100% cover for each screen up to a maximum of one visit every two years effective on new policies or policies that renew on or after the 14th May 2012

Excess and overall annual limits (for members of the Health Sense scheme)

We will pay valid claims for fees and charges covered under Benefit 4 for **treatment** that **you** and **your dependants** receive each **year** up to **your** overall annual limit with the exception of **your** excess. (Please note that **your** overall annual limit and excess, which applies to **you** and **your dependants** together, depends on which **scheme** **you** are a member of and not which **scheme** **your dependants** are members of.)

Health Sense members

If **you** are a member of the Health Sense scheme, **your** overall annual limit shall be €6,400 a **year** in aggregate. **Your** excess shall be the first €440 of valid claims in aggregate for **treatment** that **you** and **your dependants** receive each **year**, if **you** have **dependants**, or the first €220 of valid claims for **treatment** that **you** receive each **year** if **you** have no **dependants**.

Special note for Benefits 4(1), 4(2), 4(3) and 4(4)

We will pay valid claims for fees and charges for **treatment** covered under Benefits 4(1), 4(2), 4(3) and 4(4) up to an overall annual limit for all such fees and charges combined for such **treatment** each **year** of €1,650.66 (if **you** have **dependants**) and €825.33 (if **you** have no **dependants**), with the exception of **your** excess for such fees and charges. **Your** excess shall be the first €380.92 of valid claims in aggregate for such **treatment** that **you** and **your dependants** receive each **year** if **you** have **dependants**, or the first €190.46 of valid claims in aggregate for such **treatment** each **year** if **you** have no **dependants**.

The payment of any **benefits** under benefit 4(1), 4(2), 4(3) and 4(4) will count towards **your** overall annual limit under Benefit 4.

A valid claim means a claim for payment of fees and charges covered by Benefit 4 of not more than the amount shown in the Table of **Benefits** as payable by **laya healthcare** for those fees and charges.

Important Note

Please note that out-patient receipts will not be returned following assessment of **your** claim. Please retain copies of **your** receipts prior to

submission, if **you** require these. We have confirmed with the Revenue Commissioners that the statement of **your** claims which we will send to **you** once we have assessed **your** out-patient claim may be used to claim tax relief on expenses that are not paid by us. Simply send this statement to the Revenue Commissioners with a Med 1 form, which is available on www.revenue.ie/forms/med1.pdf. There is no longer a need for **you** to send **your** original receipts to the Revenue Commissioners to claim tax relief.

Benefit 5

Maternity benefit

(a) For each delivery in a **hospital** we will pay the **hospital** charges for up to three nights' accommodation in semi-private or private accommodation up to a maximum value of:

- €3,500 in respect of a person on the Health Sense scheme.

We will also pay **consultants'** fees for **consultants'** services provided in respect of a delivery in a **hospital** up to the amounts specified for those services in the **schedule of benefits**, subject to the overall maximum amount payable. The overall maximum amount payable by **laya healthcare** for services provided by **consultants** in respect of a delivery in **hospital** is €846.43 in total. This is the total amount payable overall and not the total amount payable for each **consultant** or service.

These **benefits** are payable in lieu of any **benefits** payable under Benefit 1 and 2.

(b) We will pay benefit up to a maximum of €3,500 in respect of a person who is a member of the Health Sense scheme on receipt of invoices and a signed claim form from a **midwife** registered with An Bord Altranis/GP for a normal delivery at home with **your** GP's or consultant's approval.

Benefit 6

Convalescence (which is not in-patient treatment in a registered nursing home)

We will pay nursing home fees for up to 14 days convalescence which is not **in-patient treatment** in a **registered nursing home** following **in-patient treatment**, but only if the stay is solely for medical reasons connected with the **in-patient treatment** and a **consultant** confirms this to us in writing.

For members of the Health Sense scheme, we will pay members up to €55 each day.

We will only pay **benefits** if the convalescence follows **in-patient treatment** for which **benefits** were payable by us under the **scheme**.

Benefit 7

Treatment in the EU

Benefits are also payable for **in-patient treatment** received at a **hospital in the EU** which is certified by **laya healthcare's** Medical Adviser as unavailable in **Ireland** provided that such **treatment** is arranged by **laya healthcare** and the hospital is pre-approved by **laya healthcare**. This benefit needs to go through Consultant Connections.

Benefit 8

Emergency overseas cover

We will pay benefits for in-patient treatment up to an overall amount in total for each episode of illness or injury of €100,000 for treatment received outside Ireland by **you** or **your** dependants in an emergency because of a sudden illness or injury while travelling temporarily outside Ireland. This limit applies to each episode of illness or injury. An episode means a continuous period of illness or injury.

Periods of illness separated by less than 28 days shall be treated as continuous.

We will also pay up to €2,000,000 towards the cost of medically evacuating a person to the nearest medically appropriate country or repatriating to Ireland (whichever is nearer) to receive treatment for which they are covered under the scheme if whilst travelling abroad they need the treatment in a medical emergency and the treatment is not available in the country in which they are travelling. This limit will apply to each person per year.

In such circumstances we will also pay up to €1,000 towards the reasonable cost of evacuating to the nearest appropriate country or repatriating to Ireland, any one relative or companion who was travelling with them at the time.

We will only pay the costs of repatriation or evacuation if it is arranged by a **laya healthcare** approved overseas provider. This company can be contacted on +353 21 422 2204.

If a case is being managed by **laya healthcare's** approved overseas provider the member must indicate at the outset whether they hold separate travel insurance in respect of their trip abroad.

You must notify **laya healthcare** in writing if **you** wish to instigate any action against a third party following an accident abroad. Please refer to the third party section of this booklet.

Benefit 9

Medical tourism - giving you a choice

Laya healthcare will, subject to pre-authorisation, provide cover for medically necessary surgical procedures in the EU. The level of **benefit** will be limited to the maximum of the **benefit** that would have been paid in respect of the same surgical procedures, including **consultant** fees, in **Ireland**, and to a maximum level of cover **your** plan allows or lesser amount if the overseas cost is less. The **benefit** is subject to **laya healthcare's** normal rules and exclusions. Waiting periods and pre-existing condition waiting periods will apply.

You must contact us beforehand so that we can advise **you** on the steps involved in approving **your treatment**

Benefit 10

EU treatment guarantee

If **you** are waiting for more than three months for a surgical procedure covered under **your** scheme, **laya healthcare** will arrange the procedure for **you**. This procedure may be undertaken in Ireland or another country and a different consultant may be used. **Laya healthcare** will pay for the procedure up to the level of cover available on **your** scheme. If **your** procedure is undertaken in a facility that is not covered under **your** scheme, **you** may be liable for shortfalls.

Note 1

We will pay benefits under Benefits (i) and (iii) as follows if the hospital charges for **treatment** are not shown in the **laya healthcare participating hospital list** to be fully covered under the member's chosen scheme.

We will only pay **benefits** if the convalescence follows **in-patient treatment** for which **benefits** were payable by us under the **scheme**.

(i) Treatment received by Health Sense members at the Mater Private Hospital, Beacon Hospital or the Blackrock Clinic.

If a member of the Health Sense scheme receives **in-patient treatment** at the Mater Private Hospital, Beacon Hospital or the Blackrock Clinic we will refund the Hospital charges covered under Benefit 1 in full less €200 excess plus an additional €275 shortfall per night.

We reserve the right to change these amounts by up to 20% on an annual basis. The above amounts are effective from September 1st 2009.

If the person receives **day-case treatment** or **surgical out-patient treatment** at these hospitals we will refund the charges covered under Benefit 1 in full for such charges less €200 for each claim.

Please note: **laya healthcare** shall deduct €50, €125 or €200 of the claim, depending on the hospital **you** choose from the **benefits** payable under the **laya healthcare** Health Sense scheme, for each claim for hospital charges for treatment in a **private hospital** in accordance with rule 7(m) on page 10.

(ii) Northern Ireland

Notwithstanding Rule 8(g) on page 11, for Health Sense scheme members, **laya healthcare** will pay hospital charges covered under Benefit 1 in full for **in-patient, day-case or surgical out-patient treatment** received at the following hospitals in Northern Ireland:

- Altnagelvin, Derry
- Daisy Hill, Newry
- Royal Victoria Hospital, Belfast

We will pay hospital charges less €150 for members on the Health Sense scheme if the **treatment** is received in a private room in one of the hospitals listed below. We reserve the right to change these amounts by up to 20% on an annual basis. The above amounts are effective from September 1st 2009. Please note that **laya healthcare** shall also deduct €125 from the **benefits** payable for each claim for **treatment** in the following Northern Ireland hospitals:

- The North West Independent Hospital, Derry
- The Ulster Independent Hospital, Belfast

We will pay all claims in euro.

(iii) Minimum benefit Regulations

Despite anything to the contrary in the rules and Table of **Benefits** of the **scheme**, **you** may claim any **benefits** we are required to pay under the **minimum benefit regulations**.

(iv) Mater Private Hospital, the Beacon Hospital, Galway Clinic and Blackrock Clinic

We will provide a full refund for **hospital** charges for **treatment** received in the Mater Private Hospital, the Blackrock Clinic, Dublin, and the Beacon Hospital, Dublin, for certain types of specialist cardiac surgery under the Health Sense scheme (we may change these **hospitals** for this benefit from time to time. Please ask for details). A list of the specialist cardiac surgery for which we will pay **benefits** in full at these hospitals is available on request.

(v) Cahercalla Hospital, Ennis, Barringtons Hospital, Limerick and Cork Clinic

We will only pay benefits for **day-case and surgical out-patient treatment** at these hospitals. We will not pay for other types of **treatment** at these **hospitals**.

(vi) St. Francis', Mullingar, and St. Joseph's, Garden Hill, Sligo

We will only pay for surgical admissions at these **hospitals**. We will not pay for other types of **treatment** at these **hospitals**.

(vii) National MS Centre, Rathgar

We will only pay benefits for up to a maximum of 14 days in-patient treatment, in any one calendar year.

(viii) Toranfield House, Enniskerry, Co. Wicklow

We will only pay benefits for a max of 35 days of in-patient treatment for alcoholism, drugs or substance abuse at this centre each admission less a co-payment of €1,000. This is subject to the maximum limit of 91 days in any continuous period of five years.

(ix) Treatment for which you are entitled to claim benefits under Benefit 1

If **you** need treatment for which **you** are entitled to claim benefits under Benefit 1 and none of the **hospitals** is able to provide the **treatment** within three months of **you** needing such **treatment**, we will arrange for **you** to receive such **treatment** at a hospital elsewhere in **Ireland** or the EU to be chosen by us. We will also pay for **your** reasonable travel expenses for travelling between **your** home and the hospital to receive the **treatment**.

(x) Treatment received by Health Sense scheme members at a laya healthcare participating hospital other than the Mater Private Hospital, the Beacon Hospital or Blackrock Clinic

If the **treatment** the member receives at the hospital is **in-patient treatment** in private accommodation and the minimum plan required for full cover for the hospital charges for such **treatment** as shown in the **laya healthcare participating hospital** list is HealthManager Gold, we will refund the charges under Benefit 1 in full for such treatment less €150 for Health Sense members, for each day of **treatment**.

Note 2

If **you** receive **treatment** from a **consultant** who is not participating in the **full cover scheme**, we will pay the **consultant's** fees for these services in accordance with and up to the amount shown as the standard rate in the **schedule of benefits** for the **treatment you** receive.

Note 3

(a) Hospital and consultants' charges for radiology and pathology

Laya healthcare will only pay fees and charges for radiology and pathology if and to the extent that the radiology or pathology consists of one or more radiological procedures or pathological investigations listed in the **minimum benefit regulations**.

(b) Laya healthcare approved laboratory, screening, diagnostic centres and suppliers

The list of **laya healthcare** approved laboratory, screening, diagnostic centres and suppliers is available on request. The list of those **hospitals** and centres that have been approved for MRI is also available on request.

(c) Fees charged for radiology by consultants not participating in the full cover scheme.

If **you** receive radiology **treatment** from a **consultant** who is not participating in the **full cover scheme**, we will pay the **consultant's** fees for these services in accordance with and up to the amount shown as the standard rate in the **schedule of benefits** for this type of **treatment**.

(d) Home nursing

We will only pay **benefits** for home nursing if the home nursing followed **in-patient treatment** for which **benefits** were also payable.

Laya healthcare will only pay **benefits** for receiving home nursing if the sole purpose of home nursing is to enable **you** to reduce the period of **in-patient treatment**.

(e) Emergency dental injury treatment

Laya healthcare will only pay **benefits** for restorative dental treatment immediately following an accident.

Important information to note:

Waiting periods

The following waiting periods will apply if you are aged:	Under 55 years	55–59 years	60–64 years	Over 65 years
How long before you can make a claim for accident or injury?	Immediately for all age groups			
How long before you can make a claim for any new disease, illness or injury which began or the symptoms of which began after membership started?	26 weeks	52 weeks	52 weeks	104 weeks
How long before you can claim for any disease, illness or injury which began or the symptoms of which began before membership started?	5 years	7 years	10 years	10 years
How long before you can claim benefit for maternity cover?	1 year	Not Applicable		
In addition, if you're upgrading your level of cover/benefits the following waiting periods will apply regardless of how long you have been insured:				
You have health insurance and want to get a higher level of cover/benefits, how long before you can avail of the better cover/benefits for any disease, illness or injury which began or the symptoms of which began before you upgraded?	2 years for all age groups			
You are already pregnant and you wish to improve your cover/benefits, how long before you can avail of the better cover/benefits?	1 year	Not Applicable		

Out-patient excess	
Yearly out-patient excess	Health Sense
Yearly excess if you are on a policy by yourself	€220
Yearly excess if you have dependants on your policy	440

Number of days*

Treatment	Days
In-patient and day-case treatment	180 days per calendar year
In-patient psychiatric cover	100 days per calendar year
Drug and alcohol treatment	91 days in any continuous period in five years

*See page 9 point F (i) and (ii) and point G

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At **laya healthcare**, we take particular pride in the quality and value of our schemes. Nowhere is this more important than in the benefits we have developed for our members. Our benefits include:

- Excellent maternity cover
- Complementary medicines
- Competitive prices
- Hospital cover
- Students and apprentices charged at a child rate
- Online services
- Cardiac and cancer cover

While every care has been taken to ensure the accuracy of the information in this brochure, unfortunately **laya healthcare** cannot accept responsibility for any errors which may occur.

For further information:

Call us in Cork on **1890 700 890** or **021 202 2000**, visit our website on **www.layahealthcare.ie** or you can email **info@layahealthcare.ie** with any questions about your membership. In the interest of customer service, calls are recorded and monitored.

For information on **your** consumer rights, please contact the Health Insurance Authority at 01 406 0080 or visit www.hia.ie

Your insurance is provided by Elips Insurance Limited trading as **Laya Healthcare**. **Laya Healthcare Limited** is regulated by the Central Bank of Ireland.

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