



StudentCare Scheme

Rules booklet

laya
healthcare 

looking after you always



Welcome to Laya Healthcare

The new beginning for QUINN-healthcare

A reminder of your StudentCare scheme

This booklet contains everything you need to know about your StudentCare scheme.

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.

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.

Laya Healthcare StudentCare scheme rules

Effective May 14th 2012

1. Introduction

You need to read these rules along with **your** membership certificate and application form. Together these documents make up the agreement between us **laya healthcare** and **you** (the member).

2. Definitions

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

Benefits

The charges, medical fees and other **benefits** shown in the table of **benefits**.

Psychiatric Consultant

A Psychiatric Consultant means a Psychiatric Consultant who is employed by a Health Board or by an approved centre or persons whose name is entered on the Division of Psychiatry or the Division of Child and Adolescent Psychiatry of the Register of Medical Specialists maintained by the Medical Council of Ireland not more than seven years before his/her appointment under this Section.

General Medical Practitioner/GP

A registered medical practitioner who is not a consultant and is currently practising as a primary care physician in the community.

Health insurance contract

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

Medical Centre

This refers to the UCD Medical Centre, First Floor, Student Centre Building, UCD, Dublin 4.

Nurse

A **nurse** who is for the time being 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.

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** is shown for **you** on **your** current membership certificate.

Renewal date

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

Scheme

Means in respect of a person, the **laya healthcare** health insurance **scheme** of which they are a member.

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) A StudentCare contract must have a minimum of one adult as an insured member. Policyholders under the age of 18 are required to have a guardian named on their policy as the main member.
- (b) **your** membership of **your scheme** begins on **your** membership start date as shown on **your** membership certificate.
- (c) 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**.
- (d) the **scheme** which **you** are a member of 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 11 on page 5) 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 **your 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 **scheme** 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 11 on page 5).

You must pay **your** subscriptions in a way which is reasonably acceptable to us. We will give **you** 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. Waiting periods

There are no waiting periods on this **scheme**. If **you** decide to change **your** level of cover to a **scheme** with hospital cover, waiting periods may apply.

7. 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 nonpayment 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** nonpayment.
- (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 nonpayment 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** nonpayment.
- (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 6 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 agree otherwise 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.

8. What is covered under the scheme

- (a) **Laya healthcare** provides out-patient benefit for GP visits, nurse visits and Psychiatric Consultations at the UCD Medical Centre. The **scheme** also provides access to the Student Assistance Programme. This **scheme** does not cover any additional benefits.
- (b) we will pay **benefit 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**.

9. What is not covered under the scheme

This **scheme** covers benefits outlined in rule 8 (a) on page 3. It does not cover any additional benefits.

We will not pay benefits for the following on this scheme:

- (a) **treatment** which a person requires for travel vaccinations, sexually transmitted disease, specialist consultations and minor surgery
- (b) **treatment** where injury or illness is caused by virtue of war, civil disobedience or any act of terrorism or chemical, biological or nuclear

disaster in Ireland or overseas.

- (c) **treatment** for symptoms which are not due to any underlying disease, illness or injury.
- (d) **treatment you** receive outside **Ireland**.
- (e) any penalty charge in lieu of Health Act contributions
- (f) **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.

10. Making a claim

- (a) we will not pay **benefits** while **you** are breaking any of the terms of **your** membership.
- (b) In order to process a claim we require a fully completed claim form. In the event that necessary 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. This follow up will take place over a 6 month period, after which if the required information is not received 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.
- If a claim submitted by a member, or someone acting on behalf of a member is found to be 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.
- 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 or if a claim be deemed in any respect fraudulent, the claim shall be disallowed in its entirety.
- 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, any claim that is submitted which is in any respect fraudulent **laya healthcare** reserves the right to refer the matter and details of the claim to the appropriate authorities to prosecute the member.

11. 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** to do with 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 30 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 30 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.

12. 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 it 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 before we do so.

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

Please note - Expenses which **you** are entitled to recover from a third party, are excluded from benefit, however:

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 Personal Injuries Assessment Board, (refer to point iii), 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.

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 and
- (ii) Immediately notify **laya healthcare** in writing of the outcome of any such claim and to repay the **benefit** paid by **laya healthcare** in full, subject to any court order to the contrary.

Personal Injuries Assessment Board

Where **you** submit a claim to the Personal Injuries Board (PIAB), **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 PIAB with details of all monies paid by **laya healthcare** relating to **your** claim, and for **you** to provide **laya healthcare** details of PIAB’s assessment. Where PIAB 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 PIAB to proceed to the courts.

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 for 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.

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 to the satisfaction of **laya healthcare** outlining the reasons why the case was unsuccessful or was discontinued.

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. All incoming and outgoing phone calls may be recorded or monitored for our joint protection and for training and quality purposes.

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.

13. Tax relief

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

14. 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.

15. 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.

Laya Healthcare StudentCare scheme table of benefits

Benefit 1

General practitioner, psychiatric consultant and registered nurse charges for out-patient treatment at the UCD medical centre

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

1	Charges by General Practitioners
	StudentCare Up to €25 for four visits per year.
2	Charges by a registered nurse
	StudentCare Up to €10 for two visits per year.
3	Fees charged by a Psychiatric Consultant
	StudentCare Up to €40 for two visits per year.

Excess and overall annual limits for members of StudentCare

We will pay valid claims for fees and charges covered under Benefit 1 for **treatment** that **you** receive each year up to **your** overall annual limit.

Your overall annual limit shall be €200 a year in aggregate. This is the maximum amount of **benefits** payable to **you** under Benefit 1.

Your excess shall be €1 of valid claims for **treatment** that **you** receive each year.

A valid claim means a claim for payment of fees and charges covered by Benefit 1 of not more

that 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 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.

Approved out-patient medical centre

UCD Medical Centre

First Floor, Student Centre Building, UCD
Dublin 4. Contact 01 716 3133 / 01 716 3143

Student Assistance Programme

As a StudentCare member, **you** have access to **laya healthcare**'s Student Assistance Programme. This is a confidential and impartial telephone counselling and advice service.

The programme includes counsellor assistance available 24 hours and day, 365 days a year, including legal, consumer and financial advice. To access this service, please call 1800 650 138.



laya
healthcare 



FIND US



WEBSITE



V-CARD

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

Tel 1890 700 890
Cork 021 202 2000
E-mail info@layahealthcare.ie
Website www.layahealthcare.ie

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 of Ireland.