

HealthProtect

Rules booklet



laya
healthcare

looking after you always

Welcome to Laya Healthcare

In 2015 laya healthcare proudly became part of AIG, one of the strongest insurance organisations in the world with over 90 million customers in 100 countries and jurisdictions.

The affordable and innovative insurance solutions that laya healthcare provides to our members, along with our dedicated and experienced team who are obsessed with providing excellent customer service, proved a key attraction for AIG.

With AIG's financial backing, global expertise and long term commitment to Ireland, we expect to go from strength to strength, widening our offering and bringing value and innovation to Ireland's insurance market. We will continue to work closely with our members to educate and empower them in their lives, protecting their long term health and wellbeing for years to come.

Our valued members can rest assured that laya healthcare will continue to operate in Dublin and Cork, providing the same excellent service for which we are known while fulfilling our promise of Looking After You Always.

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

This rules booklet contains very detailed legal information about our HealthProtect scheme and is a reference guide to your Health Protect 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, T45 E181.

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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.

Important note

Please be aware that this Health Protect scheme is not included in Lifetime Community Rating. If you do not hold an inpatient health insurance scheme before 1st May 2015, a loading may be applied when you switch to, or purchase inpatient health insurance cover on or after this date. If you are interested in health insurance schemes that do qualify for continuous cover under the Lifetime Community Rating, please contact us on 1890 700 890 or visit www.layahealthcare.ie.

A reminder of your HealthProtect scheme

Effective from 1st March 2016.

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

If, however, you have any questions about your cover, please contact our customer service team on **1890 700 890**.

How to make a Claim

Your HealthProtect plan provides benefit for the statutory daily public ward charge in a **laya healthcare** participating public hospital, subject to a maximum of 10 days in any 12 month period. It does not cover any additional benefits.

We have direct settlement with almost all of our hospitals. This means that when you go into hospital, 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 when we've settled your bill with the hospital and the amount we've paid on your behalf. It's as simple as that.

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

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 written in bold throughout the remainder of the booklet.

Benefits

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

Laya healthcare participating hospital

Any hospital listed as a **laya healthcare** participating hospital in the **laya healthcare participating hospital** list at the time **you** receive **your treatment**. For members of HealthProtect, the **laya healthcare participating hospital** list means the list of **laya healthcare participating public hospitals** that can be found at the back of this booklet. 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.

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**.

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.

Northern Ireland participating hospital

Any of the hospitals in Northern Ireland listed on the back page of this booklet.

Pre-existing condition

Pre-existing condition: An ailment, illness or condition, where, on the basis of medical advice, the signs or symptoms of that ailment, illness or condition existed at any time in the period of 6 months immediately preceding:

- the day **you** took out a Health insurance contract for the first time; or
- the day **you** took out a Health insurance contract again after **your** previous Health insurance contract had lapsed for 13 weeks or more.

Please note that our medical advisors will determine whether a condition is a Pre-Existing condition. Their decision is final.

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.

Renewal date

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

Scheme

"Scheme" means whichever **laya healthcare** health insurance **scheme** **you** are a member of, such as HealthProtect.

Treatment

Any health services a person needs solely for the medical investigation, **treatment**, cure or alleviation of the symptoms of illness or injury. The **treatments** which are covered and/or level of cover for those **treatments** may change during the **Year** (for example where a procedure is re-designated or is no longer covered by **laya healthcare** in a participating hospital), so please check with us before booking in for those **treatments** that **you** are properly covered for the relevant **treatment**. We will send **you** a copy of the most up to date **treatment** list if **you** ask us to.

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

- Your** membership of **your scheme** begins on **your** start date as shown on **your** membership certificate.
- The membership of each of **your dependants** of their **scheme** begins on their start date as shown on **your** membership certificate.
- 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.
- The agreement between **you** and us for **your** membership of any of the **scheme** shall be separate from any agreement between

us and **you** for **your** membership of any other **laya healthcare** insurance scheme or schemes.

- The **scheme** of which **you** are a member is shown on **your** membership certificate.

4. Renewing your membership

- Your scheme membership** of the scheme will automatically renew on **your renewal date**, each **year** (subject to Rule 10 on page 8) for a further **year** unless we write to notify **you** 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.
- 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 10 on page 8).

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.

If a change to **your** membership results in a premium refund of less than or equal to €5, no refund will be provided unless agreed by **you** with **laya healthcare**.

If a change to **your** membership results in a premium shortfall of less than or equal to €10, payment will not be required unless agreed by **you** with **laya healthcare**.

6. Ending your membership

- You** have the right to cancel **your** membership of the **scheme** by writing to us within 14 days of 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.
- 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.
- 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.
- Your** dependants contract is for a period of one year unless we agree to a different period when commencing **your** policy. If **you** do cancel **your dependants** 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.
- 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 **your** 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 **you** 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 a consecutive six month period.
- (g) We may end **your** membership of the **scheme** by writing to **you** if **you** do not pay any or part of **your** subscriptions on 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) Where a change made to your policy increases your subscriptions and we choose to cancel your policy in accordance with 6(g), we may cancel your policy from whatever period your subscriptions provide cover for.
- (i) If a person's membership of the **scheme** ends because we end their **membership** (e.g. for fraudulent misrepresentation), we will give a refund of subscriptions paid for them for the period after their membership ends.
- (j) 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) **Laya healthcare** provides **benefit** for the statutory daily public ward charge in **public hospitals** only. This is subject to a maximum of 10 days in any 12 month period. The scheme does not cover any additional **benefits** other than what is outlined above.

- (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**.
- (c) 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 end date on HealthProtect for maternity.
- the first two years following their membership end date on HealthProtect for all other benefits.
- the first five years following their membership end date on HealthProtect for all other benefits for members aged 65 years or over.

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.

8. What is not covered under the scheme

Laya healthcare provides **benefit** for the statutory daily public ward charge in **public hospitals** only. This is subject to a maximum of 10 days in any 12 month period. This scheme does not cover any additional **benefits** other than what is outlined above.

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 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

The pre-existing condition waiting period is:

- the first five years of membership

The maternity waiting period

- 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** 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.
- (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.
- (g) Any treatment or provider unless we have specified that we provide full cover.

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**.
- (b) We will not pay **benefits** while **you** are breaking any of the terms of **your** membership.
- (c) 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 six-month period, after which if the required information is not received the claim will be deemed ineligible for benefit.

Appeals

If we decline **your** claim, **you** may appeal in writing or phone to the Claims Appeals Department, **laya healthcare**, Eastgate Road, Eastgate Business Park, Little Island, Co. Cork, T45 E181. Phone: 1890 700 890.

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 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** 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 it by pre-paid post or deliver it personally to: **laya healthcare**, Eastgate Road, Eastgate Business Park, Little Island, Co. Cork, T45 E181.
- If we change this address, we will write to tell **you** about the change in advance.

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 and do in fact recover from another person/legal entity (a Third-Party) are, where **laya healthcare** has already paid out in respect of the **treatment** concerned, required to be refunded to **laya healthcare** on the following basis:
 - 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 a Third-Party, and where **you** propose to pursue a legal claim against that Third Party (a Third Party Claim), **laya healthcare** will pay benefit in accordance with these rules provided that **you** (or the subscriber if you are under 18 years of age) complete and sign the standard **laya healthcare** claim form (including the accident section).

Laya healthcare will also require **you** to complete and sign the standard **laya healthcare** authorisation letter (the Authorisation Letter) which includes an undertaking

 - (i) to incorporate a claim for all **benefits/** medical **treatment** costs already paid out by **laya healthcare** in any Third Party Claim;
 - (ii) to notify **laya healthcare** that **you** intend to commence or have commenced a Third Party Claim;
 - (iii) to provide **laya healthcare** with full details in writing of the outcome of any Third Party Claim and/or settlement; and
 - (iv) unless otherwise directed by a Court, to deduct from any amount received on foot of a successful Third Party Claim or settlement

and refund (or direct your solicitor to refund) to **laya healthcare** directly, an amount equivalent to the **benefits/medical treatment** costs previously paid out by **laya healthcare** in respect of that Third Party Claim.

- 3) **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 of age) complete in full and sign the standard **laya healthcare** claim form (including the accident section).

The Authorisation Letter provided by **you** authorises **laya healthcare** to provide the Injuries Board with details of all **benefit/medical expenses** paid by **laya healthcare** relating to **your** claim, and requires **you** to provide **laya healthcare** with details of the Injuries Board's assessment. Where the Injuries Board decides that the case would be more appropriately dealt with by the Court, the provisions of Section 2) sub-sections (i) and (ii) will apply and should **you** decide to pursue the claim further through the Courts and/or to appeal a decision of the Injuries Board through the Courts system, **laya healthcare** will continue to rely on the undertakings provided by **you** in the Authorisation Letter.

- 4) **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 of age) complete in full and sign the standard **laya healthcare** claim form (including the accident section).

The Authorisation Letter provided by **you** requires **you** provide **laya healthcare** with a copy of the written confirmation from the Criminal Injuries Compensation Tribunal. The Authorisation Letter 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 **laya healthcare**.

- 5) **Unsuccessful/Withdrawn Claims** If a Third Party Claim or claim submitted to the Injuries Board or claim pursued through the Criminal

Injuries Compensation Tribunal is not successful or is withdrawn, **laya healthcare** will not seek a refund of the benefit/medical expenses paid, provided that **you** arrange for full written details of the case to be supplied by **your** solicitor, outlining to the satisfaction of **laya healthcare** the reasons why the case was unsuccessful or was discontinued.

- 6) **Disclosure** It is **your** responsibility as the 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 **benefit/medical expenses** to **you** and to comply with the requirements of the Authorisation Letter provided by **you**.

12. 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** and Elips Insurance Limited or by our agents or subcontractors.

In addition to the routine administration of your policy we may also use your data to:

- invite you to events we are sponsoring
- invite you to various events we run exclusively for our members
- gauge satisfaction with the service you received from us. We may use your data in such a manner for a period of 18 months after your membership ends
- perform Market research. We may use your data in such a manner for a period of 18 months after your membership ends

Information may be shared with other insurers for the following purposes (either directly or through people acting for the insurer such as an Investigator):

- where we are entitled to do so under the Data Protection Acts
- in accordance with The Health Insurance Act 1994 (Determination of Relevant Increase under section 7A and Provision of Information under section 7B) Regulations 2014. The purpose of such a transfer is to confirm information that you have provided on taking out a policy with a new insurer
- for the efficient payment of Stamp Duty, payable on your Health Insurance contract under section 125A of the Stamp Duties Consolidation Act 1999

We may share your personal information with hospitals and/or consultants to

aid the efficient processing of claims.

We may pass contact details of female members aged between 50 and 64 years of age to the National Breast Screening Programme. If you would prefer us not to do so please let us know. 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.

We collect information about you, to include all necessary information as **laya healthcare** or its authorised agents may obtain (or seek from your physician or a hospital) in connection with any treatment or other services provided to you or your dependant(s). This may include (with respect to any claims under this Policy) copies of hospital/medical records, by which we mean the following in particular:

- records of physical or mental illness or ill-health;

- medical histories;
- records of treatments obtained by you;
- length of any stay in a hospital ;
- other treatments or services received by you or your dependant(s); and

In general will also include other relevant and pertinent information which we require to administer your policy and/or manage, assess or administer any claims thereunder from time to time.

We may use the information about you that we hold (both personal and sensitive personal information) for the following purposes:

- for managing and administering your insurance policy
- for underwriting and claims handling
- for money laundering prevention purposes
- to analyse and examine the claims processes and treatment/over-night stay/convalescence options applied/utilised by medical service providers
- to audit medical service providers generally
- to examine the handling of claims by a medical service provider.

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 please contact us. You will be given an opportunity to opt-out of receiving such messages and information on each occasion we contact you by post, e-mail and sms text message.

Your information may also be used for these purposes for a period of 1 year after your policy has lapsed. Thereafter we will only contact you if you expressly request us to do so.

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, T45 E181. 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 applicable rate of income tax.

14. Making a complaint

We aim 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, T45 E181. Phone: 1890 700 890

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.

Participating public hospital list for HealthProtect members

Cavan	Cavan General	Dublin	St Vincents University Hospital
Clare	Mid-Western Regional Hospital Ennis	Galway	Merlin Park Regional Hospital
Cork	Bantry General Hospital	Galway	Portiuncula Hospital
Cork	Cork University Hospital	Galway	University College Hospital
Cork	Cork University Maternity Hospital	Kerry	Kerry General Hospital
Cork	Mallow General Hospital	Kildare	General Hospital Naas
Cork	Marymount Hospice	Kilkenny	Kilkreene Hospital
Cork	Mercy University Hospital	Kilkenny	St Luke's General Hospital
Cork	South Infirmary/Victoria University Hospital	Laois	Midland Regional Hospital Portlaoise
Cork	St Mary's Orthopaedic Hospital	Leitrim	Our Lady's Hospital Manorhamilton
Donegal	LetterKenny General Hospital	Limerick	Mid Western Orthopaedic Hospital Croom
Dublin	Adelaide & Meath incorporating the National Children's Hospital	Limerick	Mid Western Regional Dooradoyle
Dublin	Beaumont Hospital	Limerick	Mid-Western Regional Maternity Hospital
Dublin	Cappagh National Orthopaedic Hospital	Limerick	Milford Hospice Castletroy
Dublin	Children's University Hospital Temple Street	Limerick	St John's Hospital
Dublin	Connolly Hospital Blanchardstown	Louth	Louth County Hospital Dundalk
Dublin	Coombe Women's Hospital	Louth	Our Lady of Lourdes Drogheda
Dublin	Incorporated Orthopaedic Hospital Clontarf	Mayo	Mayo General Hospital
Dublin	Mater Misericordia Hospital	Meath	Navan General Hospital
Dublin	National Maternity Hospital	Monaghan	Monaghan General Hospital
Dublin	Our Lady's Hospice	Offaly	Midland Regional Hospital Tullamore
Dublin	Our Lady's Children's Hospital	Roscommon	Roscommon County Hospital
Dublin	Peaumont Hospital	Sligo	Sligo General Hospital
Dublin	Rotunda Hospital	Tipperary	Nenagh General Hospital
Dublin	Royal Victoria Eye & Ear	Tipperary	South Tipperary General Hospital Clonmel
Dublin	St Columcille's Loughlinstown	Waterford	Waterford Regional Hospital
Dublin	St James's Hospital	Westmeath	Midland Regional Hospital Mullingar
Dublin	St Joseph's Hospital Raheny	Wexford	Wexford General Hospital
Dublin	St Joseph's Rehabilitation Centre	Wexford	Ely Hospital
Dublin	St Luke's Hospital	Down	Daisy Hill Newry
Dublin	St Michael's Dun Laoghaire	Derry	Altnagelvin Derry
Dublin	St Vincent's Hospital Fairview	Antrim	Royal Victoria Belfast

Please note under your HealthProtect scheme there is no cover in private hospitals. This scheme provides benefit for the statutory daily public ward charge in public hospitals only. Please see Rule 7(a) on page 6 for details.



**BEST
2015**

Eastgate Road,
Eastgate Business Park,
Little Island, Co Cork,
T45 E181.

Tel 1890 700 890
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
- Online services
- Cardiac and cancer cover

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** trading as **Laya Healthcare** is regulated by the Central Bank of Ireland.

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looking after you always