

A young man and woman are smiling warmly at the camera. The man is on the left, wearing a red t-shirt, and the woman is on the right, with her head tilted back. The background is a clear, bright blue sky. The image is framed by a blue border with a white dotted line.

Money Smart

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 Money Smart schemes.

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
- 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 these Money Smart cash plans are 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. However, Money Smart cash plans are still considered continuous cover in terms of waiting periods.

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 Money Smart scheme

Effective from 1st March 2016.

This booklet contains everything you need to know about your Money Smart **schemes**.

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

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.

Adoption Cash Back Benefit

This benefit is paid on the adoption of a child, and is payable only once per adoption. The benefit is only payable after you have adopted a child and can be claimed once per membership year regardless of the number of children adopted. In order to receive this benefit you are required to submit a copy of the adoption certificate.

Benefits

Payments made to you, for the **benefit** of you or your **dependants**, in accordance with the Table of **Benefits** on page 13.

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 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.

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, who holds a primary dental qualification. He/She is community based and provides dental care.

Dependants

Your husband, wife or partner, son or daughter 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**.

General medical practitioner/GP

A **registered medical practitioner** who is fully 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 Day-case/In-patient Cash Back

The amount that laya healthcare will pay for each stay **you** or **your dependants** have had in **hospital** for in-patient or day-case treatment. This benefit does not include any direct costs, for example consultant fees, room charges, medication/dressings involved with the **hospital** stay.

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 Health Act, 1970 or any Hospital listed on page 16. This list of hospitals may change from time to time so please contact us prior to any hospital admission to confirm your cover.

Individual policy versus Family policy

Individual Policy - A **scheme** that includes **you** and no **dependants**.

Family Policy - A **scheme** that includes **you** and one, or more, **dependants**.

In-patient treatment

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

Ireland

Ireland excluding Northern **Ireland**.

Maternity Cash Back Benefit

This benefit is paid once you have given birth to a child, and is payable only once per birth regardless of whether you give birth to one baby, twins or triplets etc. In order to make a claim for this benefit you are required to submit a copy of your baby's birth certificate.

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.

Optician

A member of the Fellow of the Association of Optometrists in **Ireland**.

Everyday medical expenses

Treatment which is not in-patient **treatment** or **day-case treatment**.

Participating therapist

We will recognise a person who is a participating 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 associations. These are listed as follows:

- (a) a chartered or State registered physiotherapist and the Irish Society of Chartered Physiotherapists
- (b) 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

Registered medical practitioners

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

Renewal date

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

Routine dental treatment

We refer to routine dental as being a general check-up, routine scale or polish, routine filling or extraction (excludes wisdom teeth) carried out by a registered dentist. A dental x-ray, where deemed necessary in the clinical judgement of a registered dentist, is also considered Routine dental treatment.

Scheme

The laya healthcare product that is specified on **your** membership certificate.

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**.

- (c) a member of the Chiropractic Association of **Ireland** (CAI) and McTimoney Chiropractor Association of **Ireland**
- (d) a member of the Osteopathic Council of **Ireland** and the Association of Osteopaths in **Ireland**
- (e) a member of the Irish Reflexologists Institute, the Federation of Holistic Therapists **Ireland** and/or the National Register of Reflexologists.
- (f) 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

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

Prescriptions

A drug or medicine that can only be issued upon the **prescription** of a licensed **practitioner** or dentist and is dispensed by a licensed pharmacist.

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:

- a) the day **you** took out a Health insurance contract for the first time; or
- b) 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.

Quarter

A period of three months, beginning initially on **your membership start date** and recurring every three months thereafter.

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) 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**.
- (d) 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 9) 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.
- (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 10 on page 9).

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 literature 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

- (a) **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.
- (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 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.

- (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 **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 **benefits** in accordance with **your** level of cover and as outlined in the table of **benefits** for **your** **scheme**.
- b) These **benefits** are provided subject to the exclusions found in section 8.
- (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 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 Money Smart for maternity.
- the first two **years** following their **membership** end date on Money Smart for all other **benefits**.
- the first five **years** following their **membership** end date on Money Smart 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

We will not pay benefits for the following:

- (a) **Benefit** in relation to **treatment** which a

person requires during the initial waiting period that may apply to the **treatment** under their **scheme**. The initial waiting period on the Money Smart scheme for members who have not held another health insurance contract within 13 weeks of the membership start date of their Money Smart scheme, is the first 12 weeks of membership and commences on a person's membership start date.

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 **benefit** in relation to **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) **Benefit** in relation to **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) **Benefit** in relation to **treatment** for symptoms which are not due to any underlying disease, illness or injury.
- (d) **Benefit** in relation to **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) **Benefit** in relation to **treatment** received while not a member of **laya healthcare**
- (h) Any **treatment** or provider unless we have specified that we provide full cover.

9. Making a claim

- (a) Claims can be made on a quarterly basis, once all outstanding premiums have been paid. Claims will only be paid once the accumulated receipts total €150 or more in every **quarter** submitted
- (b) 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**.
- (c) We will not pay **benefits** while **you** are breaking any of the terms of **your** membership.
- (d) 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.
- (e) When you are submitting receipts please make sure that you have included all of the details below:
 - The members name
 - The type of service and items provided
 - The name, address and qualifications of practitioner
 - The date the service was provided
 - The original and not a photocopy of your receipt clearly indicating that payment has been made for the service.
 - For prescriptions a copy of the form marked 'Prescription claim form' issued by the pharmacist.

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 **you** 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) **You** 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

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.

Individual benefits

Money Smart Benefits	Money Smart 20 Individual	Money Smart 30 Individual	Money Smart 40 Individual
Routine Dental & Optical Cover	Up to €20 for up to 6 visits combined per year	Up to €30 for up to 6 visits combined per year	Up to €40 for up to 6 visits combined per year
GP* & A&E	Up to €20 for up to 6 visits combined per year	Up to €30 for up to 6 visits combined per year	Up to €40 for up to 6 visits combined per year
Day to Day Therapies including Physiotherapy, reflexology, acupuncture, osteopathy, physical therapist, chiropractor	Up to €20 for up to 6 visits combined per year	Up to €30 for up to 6 visits combined per year	Up to €40 for up to 6 visits combined per year
Prescriptions	Up to €10 for up to 2 prescriptions per year	Up to €10 for up to 3 prescriptions per year	Up to €10 for up to 4 prescriptions per year
Hospital day-case/In-patient Cash Back	Up to €20 per day for Hospital day-case or in-patient stay up to a maximum of 40 days per year	Up to €30 per day for Hospital day-case or in-patient stay up to a maximum of 40 days per year	Up to €40 per day for Hospital day-case or in-patient stay up to a maximum of 40 days per year
Maternity/Adoption Cash Back	Up to €200 per birth/adoption per year	Up to €300 per birth/adoption per year	Up to €400 per birth/adoption per year
Consultant Fee	Up to €20 for up to 6 visits per year	Up to €30 for up to 6 visits per year	Up to €40 for up to 6 visits per year
Scan Cover	Up to €20 for up to 6 scans per year	Up to €30 for up to 6 scans per year	Up to €40 for up to 6 scans per year
GPline	Full cover	Full cover	Full cover
Nurseline	Full cover	Full cover	Full cover
HeartBeat screening	Full cover - every 2 years	Full cover - every 2 years	Full cover - every 2 years

Family benefits

Money Smart Benefits	Money Smart 20 Family	Money Smart 30 Family	Money Smart 40 Family
Routine Dental & Optical Cover	Up to €20 for up to 10 visits combined per year	Up to €30 for up to 10 visits combined per year	Up to €40 for up to 10 visits combined per year
GP* & A&E	Up to €20 for up to 10 visits combined per year	Up to €30 for up to 10 visits combined per year	Up to €40 for up to 10 visits combined per year
Day to Day Therapies including Physiotherapy, reflexology, acupuncture, osteopathy, physical therapist, chiropractor	Up to €20 for up to 10 visits combined per year	Up to €30 for up to 10 visits combined per year	Up to €40 for up to 10 visits combined per year
Prescriptions	Up to €10 for up to 4 prescriptions per year	Up to €10 for up to 6 prescriptions per year	Up to €10 for up to 8 prescriptions per year
Hospital day-case/In-patient Cash Back	Up to €20 per day for Hospital day-case or in-patient stay up to a maximum of 40 days per year	Up to €30 per day for Hospital day-case or in-patient stay up to a maximum of 40 days per year	Up to €40 per day for Hospital day-case or in-patient stay up to a maximum of 40 days per year
Maternity/Adoption Cash Back	Up to €200 per birth/adoption per year	Up to €300 per birth/adoption per year	Up to €400 per birth/adoption per year
Consultant Fee	Up to €20 for up to 10 visits	Up to €30 for up to 10 visits	Up to €40 for up to 10 visits
Scan Cover	Up to €20 for up to 10 scans per year	Up to €30 for up to 10 scans per year	Up to €40 for up to 10 scans per year
GPline	Full cover	Full cover	Full cover
Nurseline	Full cover	Full cover	Full cover
HeartBeat screening	Full cover - every 2 years	Full cover - every 2 years	Full cover - every 2 years

* For pre-paid GP membership schemes we require a receipt of payment including a breakdown of dates of treatment. Membership fees paid where no treatment/attendance occurred are not eligible for benefit.

Your benefits at a glance

Routine Dental & Optical cover

As a **laya healthcare** member **you** may claim money back on **your** dental and optical receipts each year.

Your dental benefit covers visits to the Dentist for **routine dental treatments** such as general check-up, scale or polish, routine filling or extraction(excluding wisdom teeth). **Your** optical cover can be used for visits to an **Optician** for sight test, fitting fees, prescribed glasses or contact lenses.

Prescriptions

Laya healthcare will contribute towards the cost of **prescriptions**. Please note we will only pay benefit for prescriptions up to the limit as set out under the drug payment scheme.

Maternity/Adoption cash back

This **benefit** is paid once per birth regardless of whether the member has one baby, twins or triplets etc. This **benefit** is also applicable in the **adoption** of a child/children. In order to pay this **benefit** we require copy of the baby's birth certificate or hospital claim form before payment is made. In the case of **adoption** we require a copy of the **adoption** certificate. This Money Smart **benefit** does not pay any costs associated with your maternity directly to providers for example, consultant fees, room charges, medication/dressings involved with the hospital admission.

Scan Cover

This is the amount that **laya healthcare** will contribute towards costs incurred by **you** in receiving an MRI, CT, X-ray and Ultrasound carried out in an approved **laya healthcare** centre. Please refer to the table of **benefits** for **your** chosen **scheme** for details of this benefit. **You** are not eligible for this benefit if **you** have been reimbursed by **your** Health Insurer for the full cost of the scan or had the full cost paid by **your** Health Insurer directly to Medical Service Provider who has provided the scan. If the cost of the scan has been partially covered by **your**

Health Insurer only the unpaid portion of the cost of the scan is eligible for benefit. This grant is not paid on a direct payment basis.

GP & A&E

Laya healthcare will give **you** money back on visits to **your** GP and **hospital** accident and emergency department. **Your** total number of visits is **your** GP, and **hospital** accident and emergency visits combined.

Day to Day Therapies

With **laya healthcare** **you** can claim money back on **your** visits to **participating therapists**. **Participating therapists** include; physiotherapist, reflexologist, acupuncturist, osteopath, physical therapist, chiropractor. This benefit does not include the cost of any medication or any surgical appliances supplied or prescribed by the **participating therapists**.

Hospital Day-case/In-patient Cash Back

This is the **benefit** that **laya healthcare** will pay for each stay **you** or **your dependants** have had in **hospital** for in-patient or day-case treatment. This benefit does not include any direct costs, for example consultant fees, room charges, medication/dressings involved with the **hospital** stay.

Consultant Fees

Laya healthcare members can claim money back on nonmaternity consultant visits. Claims must be for consultations in a **hospital** or clinic as an out-patient only and carried out by a Consultant.

GPline

Members on the Money Smart schemes have access to our free and confidential **GP** telephone consultation service. This service provides advice and, where appropriate, diagnosis about **your** health concern. The GPline number is 1890 907 647.

Nurseline

Laya Healthcare members can avail of a 24 hour confidential Nurseline on all schemes, offering advice and assurance to members day or night. Contact 1850 923 500.

HeartBeat screening

'HeartBeat' screens for the detection of underlying conditions that may lead to or cause Sudden Adult Death Syndrome. This benefit is available once every 2 years.

Note

- (i) Please refer to our website www.layahealthcare.ie/formembers/hospitalnearyou for our list of participating hospitals and scan centres.
- (ii) In the event of claims on the above benefits being partially covered by your Health Insurer, only the unpaid portion of these costs may be submitted for benefit subject to the terms & conditions of your private health insurance scheme.
- (iii) The amount you can claim per year for each benefit for your chosen scheme is detailed on the table of benefits on page 13.

Hospital, Clinics & Treatment Centre list for Money Smart members

Private Hospitals

CLARE

Cahercalla, Ennis

CORK

Bon Secours Cork

Mater Private Cork

DUBLIN

Beacon Hospital

Blackrock Clinic

Bon Secours Glasnevin

Hermitage Medical Clinic

Mater Private

Sports Surgery Clinic

St. John of God's Hospital Stillorgan

St. Patrick's Hospital

St. Edmundsbury Hospital

St. Vincent's Private Hospital

GALWAY

Bon Secours Galway

Galway Clinic

KERRY

Bon Secours Tralee

KILDARE

Clane General Hospital

KILKENNY

Auteven Hospital

SLIGO

Kingsbridge Private Hospital, Sligo

WATERFORD

Whitfield Clinic

WEST MEATH

St. Francis Mullingar

Private Hospitals Northern Ireland

DERRY

NorthWest Independent

BELFAST

Ulster Independent

Private Clinics

CORK

Cork Clinic (Western Road)

DUBLIN

Hampstead Clinic

Highfield Private Hospital

National MS Centre

Park West Clinic

Eccles Street Clinic

UPMC Beacon Cancer Centre

WATERFORD

UPMC Whitfield Cancer Centre

LIMERICK

Mid Western Radiation Oncology

Treatment Centres

CLARE

BushyPark Treatment Centre

CORK

Cuan Mhuire Farnanes

Tabor Lodge

DONEGAL

White Oaks Treatment Centre

DUBLIN

Rutland Centre

GALWAY

Cuan Mhuire Coolarne

KERRY

Talbot Grove Centre

KILDARE

Cuan Mhuire Athy

KILKENNY

Aislinn Treatment Centre

LIMERICK

Cuan Mhuire Bruree

MAYO

Hope House

TIPPERARY

Aiseiri Centre, Cahir

WEXFORD

Aiseiri Centre, Roxborough



**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.

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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.

