

looking after you always



# General rules

## policy booklet



# Welcome to Laya Healthcare

Thank you for choosing us to look after your healthcare cover. This rules booklet contains very detailed legal information about our schemes and can act as a reference to your Benefit Table. Due to the detail in this booklet we understand you may have questions, so please feel free to contact our award winning Customer Care team.

Call us between 8am and 7pm Monday to Friday and 10am and 3.30pm on Saturdays, or use our Web Chat facility. In the interest of customer service, calls are recorded and monitored.

We continue to encourage all members to use their 24/7 personalised online Member Area where you can check your cover, review your claims, access your policy documents, review and renew your policy, make payments and much more.

**021 202 2000**  
**layahealthcare.ie**

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# Digital Customer Care

## serving you online

We are always looking for ways to make things a little simpler for our members. Digital Customer Care does just this. It combines the latest in advanced digital technology from our Member Area, Member App and Web Chat with our award winning Customer Care team. Our members can access all of the benefits of their membership anytime, anywhere and from any device.

**It's never been easier for you to access information when it suits you. By logging into your secure Member Area, the main member on the policy can do things such as:**

Check your everyday medical expenses cover

- Make changes to your personal details
- Add a member to your policy
- Review your hospital and scan centres cover
- Access your policy documentation, including claim forms
- Check your claims history
- Check your cover

Just visit [www.layahealthcare.ie/memberarea](http://www.layahealthcare.ie/memberarea)

### Web Chat

Our award winning Customer Care team are available on Web Chat. Simply click the 'On-line Chat' button on our website and they will help you.

## How to make a claim

### While in hospital

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

Please log into your Member Area any time of the day prior to any treatment to confirm your cover. To confirm your cover you will need details of the hospital/centre you are attending along with your consultant's name and the procedure code.

### Everyday Medical Expenses

If you have other health expenses, like physiotherapy, GP or casualty visits, just keep your receipts. Claiming has never been easier with our Member App. You can submit your claims for everyday medical expenses through the app at any point during the year - 24 hours a day, 7 days a week. Alternatively fill in an out-patient claim form (which you can download from your Member Area or which can be posted to you if requested) include all your receipts and send to:

Laya healthcare, PO Box 12679, Dublin 15.

Visit [www.layahealthcare.ie/howtoclaim](http://www.layahealthcare.ie/howtoclaim) for forms and more details on claiming through the app.

Read on for a full explanation of our benefits.

# Scheme Rules

Effective from 1st July 2022

## 1. Reading your rules booklet

This booklet consists of the Scheme Rules which sets out definitions and the rules applicable to your policy.

You need to read these rules (including the notes) in conjunction with the current Benefit Table applicable to your policy, your membership certificate and your application form (if applicable). These documents and the Scheme Rules make up the agreement between us, Laya Healthcare, and you, the member.

The benefits/cover you have available on your chosen scheme are set out on your Benefit Table.

## 2. Policy Definitions

It is important for you to understand that some of the terms we use have specific meanings. These terms and their meanings are set out below and bolded throughout the remainder of the Scheme Rules.

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

### 3D 4D scans

3D 4D scanning is a medical ultrasound technique, often used in obstetric ultrasonography.

### Accommodation

The overall costs associated with **treatment** in **hospital** including the type of room a member occupies, the use of operating theatres, technical services, selected drugs, specialist support, nursing care, housekeeping, **hospital** administration and other services which would be associated with **treatment** in **hospital**. Please note that not all of these services or charges will apply to every **hospital** admission.

### Age of Entry

The sum of **your** age minus any **Lifetime Community Rating Credited Months**. This figure is used to determine any additional **LCR Amount** that **you** may have to pay.

### Benefits

The **hospital** charges, medical fees, shortfall amounts, excess amounts and other **benefits** shown in **your** Benefit Table.

### Clinical Indicators

Certain procedures require **Clinical Indicators** which will need to be provided by **your GP** or **Consultant**. The application of a **Clinical Indicator** for a specific procedure is a widely accepted practice of achieving quality of care by providing guidance as to acceptable investigation/**treatment** according to current best practice. If **Clinical Indicators** apply to a procedure, they will be set out alongside the procedure or **treatment** listed in our **Schedule of Benefits** and must be included in order to process a claim. **Laya Healthcare**, will only accept and provide **benefit** for claims for specified procedures where a correct **clinical indicator**, as per our **Schedule of Benefits**, is provided by the treating Clinician. Certain procedures require **Clinical Indicators** which will need to be provided by **your GP, Consultant** or treating Clinician.

### Consultant

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

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

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

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.

### Consultant Psychiatrist

A **consultant** as defined above, who specialises in Psychiatry.

### Consultant Paediatrician

A **consultant** as defined above, who specialises in Paediatrics.

### Cosmetic treatment

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

### Day-case treatment

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

### Dental Hygienist

A **dental hygienist** with a current full registration with the Dental Council of **Ireland**.

### 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 or wife or partner and any child or **dependant** of **yours** who we have agreed with **you** to accept into membership of one

of the **schemes**, and who is also named on **your** membership certificate as one of **your dependants**.

### Emergency dental treatment

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

### Experimental treatment

Laya healthcare do not pay for procedures, devices or drugs that are considered unproven or investigational, including those in clinical trials, irrespective of the phase of trial. Our medical advisors will determine whether a treatment is experimental or unproven.

### Female recipient

The **female recipient** of the specified infertility **treatment** available on one of the **schemes** and who is named on a **laya healthcare** membership certificate.

### Fertility Clinic

Any **fertility clinic** listed as a **laya healthcare** approved fertility clinic at the time **you** receive **your** treatment. This list can change from time to time. Please check with us before having **your** treatment.

### Full cover scheme

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

### General medical practitioner/GP

A **registered medical practitioner** who is 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 (as amended), and the regulations made under that Act, apply.

## Hospital

A **laya healthcare participating hospital**.

## Inpatient excess

An **inpatient excess** is the initial amount of a private or hi-tech **hospital** claim **you** pay, with the remaining balance covered by the insurer. The excess can apply for both day-case and overnight procedures and does not apply to public **hospitals**.

## In-patient treatment

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

## Ireland

**Ireland** excluding Northern **Ireland**.

## Lifetime Community Rating Regulations

The Health Insurance Act 1994 (Determination of Relevant Increase under section 7A and Provision of Information under section 7B) Regulations 2014.

## Lifetime Community Rating Health Insurance Contract

A contract that provides for in-patient indemnity payment and to which the Health Insurance Act, 1994 applies.

## Membership start date

The date on which a person begins his or her current continuous period of membership of their **scheme**. The **membership start date** for **you** and **your dependants** is shown for each of **you** individually on **your** current membership certificate. We will treat a person's cover under the **scheme** as continuous if there is no break in membership of more than 13 weeks.

## Midwife

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

## Minimum benefit regulations

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

## Northern Ireland participating hospital

Any **hospital** in **Northern Ireland** listed in **your hospital** list. Please visit the 'Check cover' section of **your** personalised Member Area for **your** most up to date **hospital** list. See Note 1 also.

## Nurse

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

## Outpatient excess

The **outpatient excess** is the amount that **you** must exceed per membership **year** before **you** can receive any refunds on **your** everyday medical expenses.

The amount **you** will be refunded is not what **you** pay for each expense. The amount **you** can claim back is the allowed amount per **benefit** less the **outpatient excess** on **your** scheme.

## 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; or
- c) the day **you** changed **your** **scheme** and gained additional cover/**benefits**.

**Please note that our medical advisors will determine whether a condition is a pre-existing condition. Their decision is final.**

## Private Hospitals: Tier (Level) 1

- Aut Even Hospital, Kilkenny
- Bons Secours Hospital Limerick at Barringtons,



Limerick

- Clane Hospital, Kildare
- Mater Private, Cork
- National MS Centre, Rathgar
- Park West Clinic, Dublin 12
- Charter Medical **Private Hospital** Mullingar
- Kingsbridge **Private Hospital**, Sligo

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

### Private Hospitals; Tier (Level) 2

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

### Private Hospitals: Tier(Level) 3 - Hi-Tech Hospitals

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

### Public Hospital

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

### Private Hospital

These are **hospitals** listed as **private hospitals** in the **hospital** list. Please visit the 'Check cover' section of **your** personalised Member Area for **your** most up to date **hospital** list.

### Beacon Hospital

This is **benefit** in the Beacon Hospital, Sandyford, Dublin 18. **You** can check **your** cover for this **hospital** by reviewing **your** Benefit Table, visiting the 'Check cover' section of **your** Member Area or by contacting us directly.

### Hi tech - Blackrock Clinic, Mater Private Dublin and the Beacon Hospital

This is the **benefit** available in the Blackrock Clinic, the Mater Private Dublin and the Beacon Hospital. **You** can check **your** cover for these **hospitals** by reviewing **your** Benefit Table, visiting the 'Check cover' section of **your** Member Area or by contacting us directly.

### Laya healthcare participating hospital

Any **hospital** listed in the **laya healthcare participating hospital list** at the time **you** receive **your treatment**. This list may change from time to time, so please check with us before going to **hospital** that **you** are fully 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.

**You** can refer to the 'Check cover' section of **your** Member Area for the most up to date **laya healthcare** participating list relating to **your** scheme.

### Psychologist

Psychology is both a general practice and a health service provider speciality in professional psychology. **Psychologists** provide professional services relating to the diagnosis, assessment, evaluation, **treatment** and prevention of psychological, emotional, psychophysiological and behavioural disorders in individuals across the lifespan.

### Participating therapist

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

- (a) a member of the Irish Society of Chartered Physiotherapists or registered on the Physiotherapists Registration Board at CORU
- (b) a member of the Irish Association of Speech and Language Therapists and/or the Royal College of Speech and Language Therapists



- and/or registered on the Register for Speech and Language Therapists at CORU
- (c) a member of the Society of Chiropodists/Podiatrists, the Institute of Chiropodists and Podiatrists, the Irish Chiropodists/Podiatrists Organisation Ltd, and/or the British Chiropody and Podiatry Association
  - (d) a person who is either on the Professional Register of Traditional Chinese Medicine, the Traditional Chinese Medicine Council of **Ireland** (TCMCI), British Medical Acupuncture Society, Acupuncture Foundation Professional Association, and/or is accredited to the British Acupuncture Council and/or the Academy of Chinese Culture and Medicine
  - (e) a person who is on the Professional Register of the Irish Society of Homeopaths or the Alliance of Registered Homeopaths
  - (f) a member of the Chiropractic Association of **Ireland** (CAI) and McTimoney Chiropractic Association of **Ireland**
  - (g) a member of The Osteopathic Council of **Ireland** and the Association of Osteopaths in **Ireland**
  - (h) for the purpose of child counselling a **fully accredited member** of the Irish Association of Counsellors and Psychotherapy (IACP) or The Irish Council for Psychotherapy or a chartered member of the Psychological Society of **Ireland**. (The British Psychological Society is also applicable for the 360 Care and 360 Care Select **schemes**).
  - (i)
    - a. For the purpose of adult counselling-**psychologists** a chartered member of the Psychological Society of **Ireland**. (The British Psychological Society is also applicable for the 360 Care and 360 Care Select **schemes**).
    - b. For the purpose of adult counselling –counsellors and therapists a full member of the Irish Association of Counsellors and Psychotherapy (IACP), The Irish Council for Psychotherapy, the British Association of Behavioural and Cognitive Psychotherapy or the Irish Association of Behavioural and Cognitive psychotherapy.
  - (j) a member of the Association of Occupational Therapists of **Ireland** or registered on The Occupational Therapists Registration Board at CORU
  - (k) a member of the Irish Nutrition and Dietetic Institute or registered on the Register for Dietitians at CORU
  - (l) a member of the International Association of Infant Massage
  - (m) a member of MLD (Manual Lymph Drainage) **Ireland**
  - (n) a member of the Irish Reflexologists Institute, the Federation of Holistic Therapists **Ireland**, the National Register of Reflexologists.
  - (o) a member of the British and Irish Orthoptic Society and/or Fellow of the Association of Optometrists of **Ireland** (FAOI)
  - (p) a member of the Association of Neuromuscular Therapists (ANMT), The Irish Association of Physical Therapists, Register of Orthopaedic & Soft Tissue Therapists of **Ireland** or the Irish Institute of Physical Therapists
  - (q) a member of the Irish Society of Hearing Aid Audiologists
  - (r) a member of the Association of Lactation **Consultants** in **Ireland** who holds International Board Certified Lactation **consultant** membership.
  - (s) a member of Yoga Alliance, Yoga Therapy **Ireland** or the Irish Yoga Association.
  - (t) a member of the Pilates Teacher Training Institute.
  - (u) a member of The Irish Play Therapy Association (IPTA) or The Irish Association of Play Therapy & Psychotherapy (IAPTP), or Play Therapy Ireland.
- (You can phone or write to us if you would like to know whether or not someone is a **participating therapist** for the purpose of the **scheme**).

### Qualifying Period of Unemployment

Any period or periods of time, greater than 6 continuous months up to a combined maximum

of 36 months, after 1st January 2008 where **you** ceased to have a **Lifetime Community Rating Health Insurance Contract** by reason of unemployment of either **you** or the person **you** were dependent on and **you** or that person **you** were dependent on was in receipt of a Relevant Social Welfare Payment.

### Recognised medical treatment facility

A **recognised medical treatment facility** outside of **Ireland** but within the European Union Member States or the United Kingdom at the time a claim is made for the **benefit**. For the following list of schemes, this can also include a recognised medical treatment facility outside of the European Union Member States or the United Kingdom at the time a claim is made for the 360 Care, 360 Care Select, Care Select, CompanyCare Advanced, Connect Simplicity, Connect Choice, Empower Secure (no excess), Health Secure Plus, Inspire, Inspire Plus, Principle, SimplyHealth Choice, Transform Plus, Transform Advanced, Optimum Plus, Optimum Premium, Prosper Care, Prosper Advanced, : Simply Health Plus, ExcelCare and Prime.

### Registered medical practitioner

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

### Registered nursing home

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

### Renewal date

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

### Routine dental treatment

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

### Schedule of benefits

This is the **Schedule** which we publish from time to time for the purpose of our medical insurance **schemes in Ireland**. This **Schedule** lists various surgical and diagnostic procedures and medical illnesses. Certain procedure codes listed in the **Schedules** have Clinical Indications or conditions of payment indicators attached to them. It also explains the amount of the **benefits** we shall pay for treatment provided by a **consultant** and for **surgical out-patient treatment** provided by a **general practitioner**. Certain procedure codes listed in the Schedules have Clinical Indications or conditions of payment indicators attached to them therefore it is important that **you** contact us in advance of **your** procedure to check **your** cover.

### Scheme

**Scheme** means whichever **laya healthcare** health insurance **scheme you** are a member of. Please see **your** membership certificate for the name of **you** and/or **your dependents** **scheme(s)**.

### Signs and Symptoms/Onset of Symptoms

When determining whether a medical condition is a Pre-existing condition we look to ascertain, on the basis of medical advice, when the **signs or symptoms** of the ailment, illness or condition first existed, rather than the date upon which **you** become aware of the ailment, illness or condition. The date of first existence or onset of these **signs or symptoms** can predate the date that the ailment, illness or condition is diagnosed. Please note that our medical advisors will determine whether an ailment, illness or condition is a pre-existing condition.

### Surgical out-patient treatment

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

### Treatment

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

- (a) **Your** membership of **your scheme** begins on **your** start date as shown on **your** membership certificate.
- (b) The membership of each of **your dependants** of their **scheme** begins on their start date as shown on **your** membership certificate.
- (c) If **you** enrol **your** child as a **dependant** within 13 weeks of the child's birth, **your** child's membership of the **scheme** will be treated as having begun on the date of the child's birth. And if **you** are a member of the **scheme**, **you** can apply to enrol **your** newborn child as a **dependant** of their **scheme(s)** free of charge until **your** first **renewal date** after his or her birth.
- (d) The agreement between **you** and us for **your** membership of any of the **scheme(s)** shall be separate from any agreement between us and **you** for **your** membership of any other **laya healthcare** insurance **scheme** or **schemes**.
- (e) The **scheme** of which **you** are a member is shown on **your** membership certificate.
- (f) **You** are obliged to respond fully and truthfully to any questions that have been posed by **laya healthcare**. The failure to respond fully and truthfully could constitute misrepresentation and may result in any of the following consequences: **laya's**

**healthcare** contract with **you** being rendered void; the non-payment of a claim by **laya healthcare**; or, the payment of a reduced amount sought under a claim.

- (g) **Laya healthcare** does not allow dual insurance for members, which means a member cannot hold more than one **Laya healthcare** in-patient indemnity insurance contract which offers the same or similar **benefits**.

## 4. Your membership certificate

**Your** membership certificate forms part of the agreement between **you** and **laya healthcare**. This section explains the information that is provided on **your** membership certificate

### LCR Credit Months:

Any previous months in which **you** had a **Lifetime Community Rating Health Insurance Contract** or in which **you** had a **Qualifying Period of Unemployment**. The amount of credited months **you** have is subtracted from **your** age to determine **your** **Age of Entry**

### PMI:

This is the total amount of months **you** previously had a **Lifetime Community Rating Health Insurance Contract**

### UE:

This is the total amount of months **you** previously had a **Qualifying Period of Unemployment**

### LCR Amount:

The additional loading that **you** have to pay in accordance with **Lifetime Community Rating Regulations**.

### LCR Waivers:

These are exemptions that mean that **you** will not be subject to an **LCR Amount**. These exemptions are listed below:

Non-resident - **you** are entitled to this waiver if **you**:

- were resident outside of **Ireland** on 1st May

2015, and **you** subsequently established residency in **Ireland**,

- subsequently became resident in **Ireland** after that date, and
- **you** took out a Health Insurance contract within 9 months of establishing residency in **Ireland**

Continuous PMI Cover - **you** are entitled to this waiver if **you**:

- had a **Lifetime Community Rating Health Insurance Contract** on the 30th April 2015 and
- **you** have held a **Lifetime Community Rating Health Insurance Contract** on a continuous basis since that date

## 5. Renewing your membership

- (a) **Your** membership of the **scheme** will automatically renew on **your renewal date**, each **year** (subject to Rule 11 on page 16) 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**.

## 6. Your subscriptions

**You** must pay the subscriptions **you** have agreed with us for **your** membership of the **scheme** when it falls due. We may increase the subscriptions **you** have to pay each **year** (see Rule 11 on page 16).

**You** must pay **your** subscriptions in a way which is reasonably acceptable to us. **You** can pay either annually, quarterly or monthly by direct debit from a bank or with Mastercard, Visa or Laser card. A credit charge will apply if paying by installments. If your company operates a salary deduction payment agreement with **laya healthcare** and you choose to pay your subscription through this method of payment, the responsibility for ensuring that the deductions have been made rests solely with you. Beyond facilitation of this payment method, both your company and **laya healthcare** accepts no

responsibility of any kind in this matter.

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**.

## 7. Ending your membership

- (a) **You** have the right to cancel **your** membership of the **scheme** by writing to us within 14 days of **you** receiving **your** first membership certificate. We will give **you** a full refund of any money **you** have paid us as long as **you** have not made any claims.
- (b) **Your** contract is for a period of one **year** unless we agree to a different period when commencing **your** policy. If **you** do cancel mid-**year**, **you** will not receive any refund on **your** premium. In the event of 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 their contract with **laya healthcare** or any other **Health Insurance Contract**, and which has, or could have, resulted in us, or any other registered health insurer, suffering financial loss. This includes information which could have affected our decision to allow anyone to join the **scheme** or what subscriptions they have to pay, or whether or not we have to pay any claim for **benefits**.
- (f) **Your** membership of the **scheme** will end immediately if **you** stop living in **Ireland** for a period of time exceeding 6 consecutive months in **your** membership **year**. In the event that **you** cease living in **Ireland** for a consecutive period of six months or more in a membership **year**, you must contact us to cancel your scheme. If **you** do not cancel **your** scheme, and have been out of the country for a consecutive period of six months in your membership **year** or more no claims will be eligible for payment regardless of subscriptions being paid
- (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 10 business days of the date on the cancellation letter.
- (h) Where a change made to **your** policy increases **your** subscriptions and we choose to cancel **your** policy in accordance with 7(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 (eg. 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.

## 8. What is covered under the scheme

- (a) We will pay **benefits** for **treatment** a person receives while they are a member of their **scheme**. We will pay **benefits** under the **scheme** of which they were a member at the time they received the **treatment** and according to the rules and Benefit Table of the **scheme** that applied to them at that time. We will not pay **benefits** for **treatment** which a person receives while he or she is not a member of the **schemes**.
- (b) We will only pay fees and charges for **treatment**, services and facilities that are reasonable and customary and in any event only up to the limits shown in the Benefit Table. By reasonable and customary we mean that what **you** are charged for and how much **you** are charged is not more than what the majority of our other members of the **schemes** are charged in **Ireland** for similar **treatment** services or facilities. Should you wish to find out the reasonable and customary amount for a service, please contact us and we will be happy to advise you.
- (c) 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**.
- (d) If **you** or **your** dependants have had **In-patient treatment** or **Surgical out-patient treatment**, we may pay **benefits** directly to the person who provided that **treatment**.
- (e) We will only pay **benefits** for costs and expenses that **you** have to pay. We will only pay **benefits** for **treatment** that **you** need and have received.

- (f) Any **benefits** we pay for **treatment** to which **you** are not entitled, will still count towards the maximum amount we will pay under the **scheme**. We may decide to make these payments, but it does not mean we will have to pay them in the future.
- (g) We will pay **benefits** for **in-patient treatment** for psychiatric or addictive conditions or problems up to the following limits:
- (i) (i) The maximum number of days of **in-patient treatment** for psychiatric conditions (other than those referred to in 'ii') for which we shall pay **benefits** for any person in any calendar **year** shall be 100 less the number of days of such **treatment** that the person has received during the same calendar **year**, in respect of which a claim under the same benefit is payable by us or any other **Health Insurance Contract**.
  - (ii) The maximum number of days of **in-patient treatment** for alcoholism, gambling addiction, drugs or substance abuse for which we shall pay **benefits** for any person in any continuous period of five years shall be 91 less the number of days of such **treatment** received by that person during the same five-**year** contract period in respect of which a claim is eligible for benefit by **laya healthcare** or in respect of which payment has been made by any other **Health Insurance Contract**.
- (h) The maximum number of days of **in-patient treatment** and **day-case treatment** combined for which we shall pay **benefits** for any person in any calendar **year** shall be 180 less the number of days of such **treatment** received by that person during the same calendar **year** for which any payment has been made or is payable under any **Health Insurance Contract**. In the case of anyone who joins or cancels during the **year**, their number of eligible days for **in-patient** or **day-case treatment** will be calculated on a pro rata basis.
- (i) We will only pay **benefits** in relation to the diagnosis or **treatment** of illness or injury of a person which would be accepted generally by the medical profession in **Ireland** as appropriate and necessary, having regard to the standards of medical practice and to the nature and cost of any other recognised forms of **treatment** as well as to all the circumstances relevant to the person.
- (j) We do not have to pay **benefits** for **in-patient treatment** provided by a **hospital** if we are of the reasonable opinion, based on appropriate medical advice, that the **treatment** could have been received as **day-case treatment** or out-patient **treatment**. We also do not have to pay **benefits** for **day-case treatment** if we are of the reasonable opinion, based on appropriate medical advice, that the **treatment** could have been received as out-patient **treatment**. However, we will pay **benefits** for such **treatment** as follows:
- if **you** receive **in-patient treatment** and we determine that the **treatment** could have been received as **day-case treatment**, we may treat such **treatment** as **day-case treatment** for the purpose of paying **benefits**
  - if **you** receive **in-patient treatment** or **day-case treatment** and we determine that the **treatment** could have been received as out-patient **treatment**, we may treat such **treatment** as out-patient **treatment** for the purpose of paying **benefits**.
- (k) Despite anything to the contrary in these rules and the Benefit Table, **you** may claim any **benefits** we are required to pay under the **minimum benefit regulations**.
- (l) Colon cancer screening provided by a **participating hospital**, this **benefit** is paid subject to certain medical conditions or **Clinical Indicators**. An excess may apply. Please ask us for details.
- (m) We will only pay **benefits** for **consultants'** fees for **in-patient treatment** or **day-case treatment** if the **treatment** is provided in a **laya healthcare participating hospital**.
- (n) In the case of a person who was covered under a **Health Insurance Contract** within 13 weeks before their **membership start date**, we will only pay **benefits** for **treatment** received during their additional cover waiting period if **benefits** for the **treatment** would have been payable under that **Health Insurance Contract**. And we will only

pay **benefits** for such **treatment** during the additional cover waiting period up to the amount that would have been payable under that **Health Insurance Contract** if the amount is less than would otherwise be payable by us under the **scheme**.

A person's additional cover waiting period for this purpose shall be:

- the first **year** following their **membership start date** for maternity in-patient and home birth **benefits** shown on **your** Benefit Table.
- the first two years following their **membership start date** for all other **benefits**

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

- (o) Subject to **laya healthcare** paying **benefits** up to the amount required by the **minimum benefit regulations**, **laya healthcare** shall deduct the **private hospital excess/Hi-tech hospital excess**. The excess applies on a per claim basis.

## 9. What is not covered under the scheme

### We will not pay benefits for the following

- (a) **Treatment** which a person requires during any waiting period that may apply to the **treatment** under their **scheme**. All waiting periods commence on a person's **membership start date** or the date of the change to their **policy/schemes**.

### Waiting periods which apply

- 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 additional cover waiting period - following a change to a person's level of cover/**benefits**, this waiting period applies to additional cover/**benefits** for any **pre-existing conditions**.
- the Infertility waiting period, fertility preservation, fertility testing/screening and First Steps Fertility **Benefit** waiting period - these apply to fertility **treatment** which a person may be eligible for under their **scheme**.

### 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 to

- the maternity in-patient and home birth **benefits** in the Benefit Table and applies during the first 52 weeks of membership.

### The additional cover waiting period is

- the first 2 years following the change.

### Waiting periods for Infertility, Fertility testing/screening and Fertility Preservation

The following waiting periods apply for infertility **treatment**, fertility testing/screening and fertility preservation:

- the first 52 weeks of membership for those who join.
- the first 52 weeks of membership for existing members that transfer or change between **schemes** to avail of this **benefit**.

### Waiting periods for First Steps Fertility Benefit

The following waiting periods apply for First Steps Fertility **Benefit**:

- the first 104 weeks of membership for those who join
- the first 104 weeks of membership for existing members that transfer or change between **schemes** to avail of this **benefit**



## The above waiting periods will not apply

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

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

- (b) **Treatment** directly or indirectly relating from or to do with male or female birth control, infertility or assisted reproduction. This exclusion will not apply to investigations relating to infertility or the infertility **benefit**.
- (c) Any **treatment** including drug therapy, device and procedure, which is experimental (see definition on page 4) and unproven and not recognised as a standard **treatment** in **Ireland**, UK and Europe.
- (d) Cosmetic **treatment**, except the correction of accidental disfigurement or significant congenital disfigurement or significant disfigurement due to disease.
- (e) **Treatment** where injury or illness is caused by war, civil disobedience or any act of terrorism or chemical, biological or nuclear disaster in **Ireland** or overseas.
- (f) **Treatment** for symptoms which are not due to any underlying disease, illness or injury.
- (g) **Treatment** you receive outside **Ireland**. This exclusion will not apply to **in-patient treatment** that **you** receive in an emergency because of a sudden illness or injury while travelling temporarily outside **Ireland** or treatment approved as part of **laya healthcare's** medical tourism **benefit**. This exclusion will not apply to Everyday

Medical Expenses on the 360 Care, 360 Care Select, Care Select, CompanyCare Advanced, Connect Simplicity, Connect Choice, Empower Secure (no excess), Health Secure Plus, Inspire, Inspire Plus, Principle, SimplyHealth Choice, Transform Plus, Transform Advanced, Optimum Plus, Optimum Premium, Prosper Care, Prosper Advanced, Simply Health Plus, ExcelCare and Prime schemes. However, we will only pay those **benefits** and costs under the treatment Overseas **benefit** in the Benefit Table. We will not pay **benefits** if any of the following apply to the person who receives the **treatment**:

- if **you** are receiving **treatment** at the time of travel and/or **you** know before **you** travel that **treatment** may be required while temporarily overseas
- **you** travelled abroad despite being given medical advice that **you** should not travel abroad
- with regards to the 'Emergency hospital admission overseas' and 'Medical Evacuation' benefits if **you** travelled to a country which was listed at the time of travel by the Irish Department of Foreign Affairs as 'avoid non-essential travel', 'do not travel'.
- **you** were told before travelling abroad that **you** were suffering from a terminal illness
- **you** travelled abroad to receive **treatment**
- **you** knew **you** would need the **treatment** before travelling abroad
- this exclusion will not apply to **treatment** that we have agreed **you** may receive in a Recognised Medical Treatment Facility and which has been pre-approved by us because the **treatment** is not available in **Ireland**.
- conditions arising from deliberately injuring yourself
- conditions arising from alcohol and drug abuse
- conditions arising from a psychiatric condition
- injuries caused during mountaineering, motor competitions and competitive or professional sport
- convalescence or rehabilitation services
- injuries **you** received while breaking the law
- pregnancy-related admissions after 34

weeks including giving birth

- expenses incurred after a member has been discharged from **hospital**
- injuries caused by air travel unless **you** are a passenger on a licensed aircraft operated by an airline.

(h) **Treatment** provided by a **consultant** whom the Irish Medical Council does not recognise as having knowledge and expertise in a specialty relevant to that **treatment**.

(i) **Treatment** in any **hospital** or by any **registered medical practitioner** or therapist to whom we have sent a written notice saying that we no longer recognise them as a **laya healthcare participating hospital**, or **consultant** or **participating therapist**, as the case may be.

(j) Any dental or orosurgical or orthodontic **treatment** or procedure unless it is a surgical or medical procedure listed in the **Schedule of Benefits**.

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

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

Please note: emergency or routine dental **treatment** is not covered overseas.

(k) Preventive **treatment** such as check-ups or screening, except colon cancer screening provided by a **laya healthcare participating hospital**. This **benefit** is paid subject to certain **Clinical Indicators**. Please ask us for details.

(l) **Treatment** relating to eating disorders or weight reduction other than anorexia nervosa or bulimia nervosa.

(m) Convalescence in a nursing home other than a **registered nursing home** or the **benefit** described under **your** convalescence **benefit** on **your** Benefit Table.

(n) Medical reports and fees where no **GP** visit occurred.

(o) Any penalty charge in lieu of Health Act contributions.

(p) Nursery fees.

(q) Hearing aids, spectacles and contact lenses (except as specified in the Benefit Table), dentures or orthodontic appliances.

(r) Any **treatment** not specified in the **minimum benefit regulations** or in our **Schedule of Benefits** unless we agree to include it. This exclusion will not apply to the **benefit** 'Treatment not available in **Ireland**' shown on **your** Benefit Table.

(s) Charges for drugs or medication unless provided when an in-patient and as agreed with the **hospital**.

(t) **Laya healthcare** will have no obligation to pay otherwise eligible claims where they are submitted in respect of a spouse, parent, child, brother, sister, uncle, aunt, niece, nephew of a **consultant**, dentist or alternative therapist, **general practitioner** or any other provider of service.

(u) Vaccinations other than those specifically covered by **your** plan.

(v) Long term care in a **laya healthcare participating hospital** which in the opinion of our medical advisors is in relation to rehabilitation or convalescence.

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

(x) Treatment in **Ireland** or abroad for the reversal of previous Gender Affirmation surgery.

(y) Complications arising from investigations or **treatments**, where the investigations or **treatments** are not eligible for **benefit** under **your** scheme rules and **benefits**. These may include but are not confined to complications arising from a **pre-existing** condition, a cosmetic procedure or any other procedure which is not covered under our schedule of **benefits**.

(z) With respect to Medical Tourism, Treatment not available in **Ireland** and Gender Affirmation Surgery Abroad, for the 360 Care, 360 Care Select, Care Select, CompanyCare Advanced, Connect Simplicity, Connect Choice, Empower Secure (no excess), Health Secure Plus, Inspire,

Inspire Plus, Principle, SimplyHealth Choice, Transform Plus, Transform Advanced, Optimum Plus, Optimum Premium, Prosper Care, Prosper Advanced, ExcelCare, Prime, Total Health Extra and Simply Health Plus schemes the **benefit** is not payable for:

- Consultations in a consultant's room or any setting other than a **Recognised Medical Treatment Facility**.
- Follow-up assessments,
- investigations required in the ongoing management of the member
- Medically necessary **treatment** that can be carried out on an Out-patient basis.
- New, not proven forms of surgical procedures.
- **Experimental treatments** (see page 4)
- Participation in clinical trials.
- **Treatment** for members currently on national waiting lists for transplants that are not listed in the Schedule of Benefits.
- **Treatment** for members who do not have a return ticket to **Ireland**.
- Repatriation back to Ireland following planned **treatment** abroad.
- Any treatment payable under Treatment Abroad Scheme (TAS) (E112) or the EU Directive 2011/24/EU Application of patients' rights in Cross Border Healthcare. Please visit [www.eu-patient.eu](http://www.eu-patient.eu) to obtain further details.
- Convalescence or rehabilitation services.
- **Routine dental** treatment.
- Any **treatment** related to a psychiatric condition.
- Any **treatment** for alcohol or substance abuse and pathological gambling.
- **Treatment** that is available in **Ireland** but is not listed in the Schedule of Benefits for Professional Fees.
- Equivalent **treatment** that is available in **Ireland** but is not eligible for benefit under Your current scheme with **laya healthcare**.
- **Treatment** if **you** travel against medical advice.
- The cost of medical reports.
- Items listed in the Exclusions Section of **your** terms and conditions.

- Travel and accommodation expenses

## 10. Making a claim

- (a) To confirm **your** cover you will need details of the hospital/centre **you** are attending along with **your consultant's** name and procedure code. We may also look for some additional information before confirming cover.

Certain procedures and **treatments** are not covered unless they are approved in advance by us. Approval is only given where the procedure or **treatment** meets specific clinical indicators.

If **your treatment** or procedure needs to be pre authorised, this will be specified in the Schedule of Benefits, which **your** consultant will have access to. To apply for pre authorisation, **your consultant** must submit a request in writing to **laya healthcare**.

- (b) We will not pay **benefits** while **you** are breaking any of the terms of **your** membership.
- (c) **You** should send **your** claims to us as soon as possible through the Member App or using an out-patient claim form. We will not pay for any **benefits** unless:
- **you** submit your receipts to us within twelve months from the end of **your** policy year. If **your** receipts are not received within this timeframe, **your benefits** will not be paid.
  - it is necessary to submit a receipt which is stamped by the practitioners or on their headed paper. In addition, this receipt must provide the date of **treatment**, the name of the recipient of the **treatment** and a full breakdown of the costs.
  - any proof we reasonably need to help us to decide if you are entitled to **benefits**.

This can include:

- any medical reports and other information to do with the **treatment** for which **you** are making a claim
- the results of an independent medical examination which we may ask **you** to undergo
- original accounts and invoices for the **benefits** **you** are claiming

- written confirmation from **you** as to whether or not **you** think **you** can recover the cost of the **benefits** from another person or insurance company
- details of any **Health Insurance Contract** under which **you** were covered prior to becoming a member of the **scheme**
- original flight/travel tickets which will act as proof of **your** stay outside of **Ireland** up to but not exceeding a consecutive 6 month period abroad in your membership year.

- (d) In order to process a claim we require a fully completed claim form. If information required to process the claim is incomplete or ambiguous on the claim form, our claims department will follow up with the necessary party to obtain this information.

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

- (e) All out-patient receipts are assessed in date order received and **treatment** date, as per **your laya healthcare scheme** rules and Benefit Table.

## Appeals

If we decline **your** claim, **you** may appeal in writing to the Claims Appeals Department, **laya healthcare**, Eastgate Road, Eastgate Business Park, Little Island, Co. Cork, T45 E181. Any proof we reasonably need to help us to decide if **you** are entitled to **benefits** will be requested from necessary/relevant party. This can include any medical reports and other information to do with the treatment for which **you** are making a claim.

## 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 be 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.

## 11. Changes to the agreement

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

## 12. General terms and conditions

- (a) **Your** policy and all communication between **you** and us will be in English.
- (b) These terms will be governed by Irish law and all matters to do with the **schemes** will be dealt with by the courts in **Ireland**.
- (c) We will not return any documents **you** send us, unless **you** ask us to do so at the time **you** send them to us.
- (d) Any changes to these terms will only be valid if they are made according to these rules or the Benefit Table, unless we agree any changes with **you** in writing. Nobody else can change **your** terms of membership of the **scheme** on our behalf or decide not to enforce any of our rights.
- (e) If we do not use our legal rights it does not mean we have given them up. We may use them in the future.
- (f) If **you** write to us about anything, **you** must send **your** letter by pre-paid post or deliver it personally to: **Laya healthcare**, Eastgate Road, Eastgate Business Park, Little Island, Co. Cork, T45 E181.

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

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

- (g) **You** must write and tell us as soon as possible if **you** have claimed **benefits** for

any **treatment** which **you** needed because somebody else was at fault.

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

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

- (j) **Laya healthcare** will not be liable to provide any cover or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose the **laya healthcare**, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.
- (k) **You** are obliged to respond fully and truthfully to any questions that have been posed by **laya healthcare**. The failure to respond fully and truthfully could constitute misrepresentation and may result in any of the following consequences: **laya's healthcare** contract with **you** being rendered void; the non-payment of a claim by **laya healthcare**; or, the payment of a reduced amount sought under a claim.

### 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) **Personal Injuries Assessment Board** Where **you** make **your** application to the Personal Injuries Assessment Board ( "PIAB"), **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 PIAB with details of all monies paid by **laya healthcare** relating to **your** application, and for the PIAB to release to **laya healthcare** details of the PIAB assessment in relation to the monies paid by **laya healthcare**. Where

the PIAB decides that the case would be more appropriately dealt with by the Court, due to some legal dispute and issues a letter of Authorisation, **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**.

## Data Protection Statement

From time to time we need to share **your** personal information with our providers and partners to ensure that **laya healthcare** continues to provide **you** with access to great quality healthcare and **benefits**. We may also be obligated to share personal information for legal and regulatory purposes. Rest assured, **laya healthcare** is committed to protecting **your** privacy and we take great care in handling **your** personal information.

“Personal Information” is the information we hold in relation to **you** and other dependents on **your** policy – for example, family members, spouses or partners. **You** can only share a dependent’s information with us, with their full permission (unless agreed otherwise with **laya healthcare**). **You** must also inform the individual about the content of this notice and **laya healthcare’s** Privacy Policy.

**Personal Information collected may include:** contact information, financial information and account details, sensitive information about health or medical conditions (collected with **your** consent where required by applicable law), as well as other Personal Information provided by **you** or that we obtain in connection with our relationship with **you**. Personal Information may be used for the following purposes:

- Administration, e.g. communications, claims processing and payment
- Assessments and decisions about the provision and terms of insurance and the settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside Ireland)
- Monitoring and recording of telephone calls for quality, training and security purposes

To opt-out of any marketing communications that we may send **you**, contact us by e-mail

at [info@layahealthcare.ie](mailto:info@layahealthcare.ie). If **you** opt-out of marketing communications, we may still send **you** other important service updates about **your** cover and **benefits**.

**Sharing of Personal Information** - For the above purposes, Personal Information may be shared with our group companies and third parties (such as insurance distribution parties, insurers and reinsurers, healthcare professionals, other service providers). Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers.

**International transfer** – in the event that **you** or one of **your** policy dependents require **treatment** overseas, Personal Information may be transferred to parties located in other countries. When making these transfers, rest assured we will take steps to ensure that **your** Personal Information is protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

**Security of Personal Information** – Appropriate technical and physical security measures are used to keep **your** Personal Information safe and secure. When we provide Personal Information to a third party or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

**Your rights** – **You** have a number of rights under data protection law in connection with our use of **your** Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to request that we correct inaccurate data, erase data, or suspend our use of data. These rights may also include a right to transfer **your** data to another organisation, a right to object to our use of **your** Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about **your** rights and how **you** may exercise them is set out in full in our Privacy Policy (see below).



More details about **your** rights and how we collect, use and disclose **your** Personal Information can be found in our full **Privacy Policy** at <https://www.layahealthcare.ie/privacypolicy/> or **you** may request a copy by writing to David Carmody, Privacy Lead, **Laya healthcare**, Eastgate Road, Eastgate Business Park, Little Island, Co Cork, T45 E181 or by email at [info@layahealthcare.ie](mailto:info@layahealthcare.ie).

**You** should advise anyone covered by **your** insurance policy with **laya healthcare** that **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.

## 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 Experience, **laya healthcare**, Eastgate Road, Eastgate Business Park, Little Island, Co. Cork, T45 E181.  
Phone: **021 202 2000**

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 Financial Services and Pensions Ombudsman (FSPO) at: The Financial Services and Pensions Ombudsman Bureau, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.  
Phone: (01) 567 7000.

# Benefit definitions and descriptions

The **benefits** and cover **you** have available on **your** chosen **scheme** are set out in full on **your** Benefit Table.

Please read the following descriptions to help **you** understand **your** **benefits** and the terms we use to describe them.

While **laya healthcare** has taken all reasonable care to ensure that the following descriptions accurately describe the cover available to **you**, **your** cover is as set out in the Benefit Table attached to **your** **Scheme** (which may vary from time to time).

## Benefit 1

### Hospital Cover

For a full list of **laya healthcare** participating hospitals please visit the 'Check Cover' section of your Member Area.

#### Day-case

This is 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 **surgical out-patient treatment**.

#### Out-patient surgical treatment

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

#### Semi-private

This is **accommodation** in a room in a **private hospital** which contains not more than five beds or a **laya healthcare** approved bed in a **public hospital** which is a designated private bed under the Health Services (in-patient) regulations, 1991 and in a room which contains not more than five beds.

#### Private

This is **accommodation** in a room in a **private hospital** which only has one bed or a **laya healthcare** approved room in a **public hospital** which has only one bed and which is a designated private bed under the Health Services (in-patient) Regulations 1991.

#### Private hospital excess

A **private hospital** excess, if applicable to **your** **scheme**, is the amount **laya healthcare**

shall deduct from the overall claim for **hospital** charges for **treatment** in a **private hospital**. This is the amount **you** shall pay directly to the **private hospital** on admission. Please refer to **your benefit** table to see the frequency at which this excess is applied.

### Hi-tech hospital excess

A **Hi-tech hospital** excess, if applicable to **your scheme**, is the amount **laya healthcare** shall deduct from the overall claim for **hospital** charges for **treatment** in a **Hi-tech hospital**. This is the amount **you** shall pay directly to the **Hi-tech hospital** on admission. This excess applies on a per claim basis.

### Shortfall

If a member occupies **accommodation** or receives **treatment** in a **laya healthcare participating hospital** which is not fully covered on their **scheme** a shortfall will apply. The shortfall amounts are set out on **your Benefit Table** and apply per day of **treatment**.

**Laya healthcare** reserves the right to increase these by 20% on an annual basis.

This shortfall amount is in addition to any private/**Hi-tech hospital** excess which may apply to **your scheme**.

### Specified orthopaedic & ophthalmic procedures

These are orthopaedic & ophthalmic procedures (principally hip, knee or shoulder replacements or cataract procedures) which, depending on **your scheme** and the **hospital you** attend, may be liable to a shortfall payable by **you** to the **hospital**:

The shortfall, if applicable will be listed on **your Benefit Table**.

Where **you** have to pay a shortfall under this **benefit** any other **private hospital** excess or shortfall which **you** would otherwise have to pay for that **private hospital** in which the Specified Orthopaedic or ophthalmic Procedure was performed will not apply.

The procedures classified as Specified Orthopaedic or ophthalmic Procedures and the

**hospitals** in which a shortfall will apply may change from time to time so please contact us in advance of any **treatment**.

### Participating Consultant Fees

This is **benefit** for **consultant's** fees for providing **in-patient, day-case treatment** in a **laya healthcare participating hospital** and for providing **surgical out-patient treatment**. If a person receives this **treatment** from a **consultant** participating in the full cover **scheme**, we will pay the **consultant's** charges in full in accordance with the terms previously agreed with the **consultant**, which is the amount shown as the full rate in the **Schedule of Benefits** for the **treatment** they receive. If the member receives **treatment** from a **consultant** who is not participating in the full cover **scheme**, we will pay the **consultant's** fees for these services in accordance with and up to the amount shown as the standard rate in the **laya healthcare Schedule of Benefits** for the **treatment** they receive. We will also pay fees charged by **general medical practitioners** for providing **surgical out-patient treatment** in either a **laya healthcare participating hospital's** day-surgery facility or in a doctor's surgery. We will pay these fees in accordance with and up to the amount shown as the standard rate in the **schedule of benefits** for the **treatment** they receive.

### Specialist Cardiac Procedures

This is **benefit** for **hospital** charges for **treatment** received in certain **Hi-tech hospitals** (these **hospitals** can change from time to time) for certain specialist cardiac procedures once determined to be medically necessary and according to the other rules on **your scheme**. A list of the specialist cardiac surgery for which we will pay **benefits** in full on **your scheme** is available on request.

### Psychiatric treatment

We will pay **benefits** for **in-patient treatment** for psychiatric conditions up to 100 days less the number of days of such **treatment** that the person has received during the same calendar **year**, in respect of which a payment has been made by us under any other **Health Insurance Contract**.

## Treatment relating to alcoholism, gambling addiction, drug or substance abuse

The maximum number of days of **in-patient treatment** for alcoholism, gambling addiction, drugs or substance abuse for which we shall pay **benefits** for any person in any continuous period of five years shall be 91 less the number of days of such **treatment** received by that person during the same five year contract period in respect of which a payment has been made by us or under any other **Health Insurance Contract**.

## Convalescence care

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

## Benefit 2

### Cancer Care Benefits - Out-patient treatment

These benefits are not subject to the annual out-patient excess (see further details on page 33)

### Breast prosthesis following cancer treatment

This is **benefit** for the first prosthesis following receipt of an in-patient claim. Subsequent prosthesis are assessed in accordance with the appliance list. A **GP/Consultant** report will be required if **laya healthcare** have no details of **in-patient treatment**.

### Hairpiece to support following cancer treatment and members diagnosed with alopecia

This is **benefit** for one hairpiece per **year** following cancer **treatment** or to support members diagnosed with alopecia.

Please note an inpatient claim for cancer **treatment** must be received and paid by **laya healthcare** for

this to be eligible for **benefit** with respect to cancer **treatment**. With respect to alopecia, a letter from a **laya healthcare** registered GP is required to confirm **you** are diagnosed with this condition.

## Cancer accommodation benefit

This is a grant towards the cost of overnight **accommodation**, e.g. B&B or Hotel, for cancer patients who have to travel a minimum of 40 miles to a **laya healthcare participating hospital** or **treatment** centre for out-patient radiotherapy or chemotherapy **treatment**.

## Manual lymph drainage

This is **benefit** for fees charged for Manual Lymph drainage for lymphoedema patients carried out by a **participating therapist** who is a member of MLD (Manual Lymph Drainage) Ireland.

## Sleeping Caps

This is **benefit** towards the cost of one sleeping cap following cancer **treatment**.

## Eyebrow tattooing

This is **benefit** towards the cost of eyebrow tattooing following or during cancer **treatment** once per member per **year**. **Treatment** must be carried out by Browtique or a member of the European Institute of Permanent Make Up (EIPMU). **Benefit** is also available prior to cancer **treatment** on oncologist referral.

## Genetic testing consultation for cancer

This is **benefit** towards an initial consultation for hereditary cancer risk assessment with a **laya healthcare** approved **Consultant** in cancer genetics. This **benefit** is only eligible for payment following **GP** referral. Please contact us beforehand as the approved **Consultant** can change. This **benefit** is subject to the annual out-patient excess, (see further details on page 33).\*

## Genetic screening for cancer risk

The following waiting periods apply for genetic testing and screening for hereditary cancer risk:

- the first 52 weeks of membership for those who join
- the first 52 weeks of membership for existing members that transfer or change between **schemes** to avail of this **benefit**

## Hospital charges and consultants fees for radiotherapy and chemotherapy out-patient treatment.

This is **benefit** for charges for radiotherapy and chemotherapy **out-patient treatment** which is received by a person in a **hospital** but only if they are fully covered for **in-patient treatment** or **day-case treatment** at that **hospital** under their **scheme**.

Fees charged by **Consultants** participating in the full cover **scheme** - full cover in accordance with and up to the amount shown as the full rate in the **schedule of benefits** for the treatment **you** receive.

In the cases of chemotherapy, radiotherapy and hemochromatosis carried out in private or **Hi-tech hospitals** listed as fully participating the excess (if it applies to **your scheme**) will apply on a per condition, per membership **year** basis.

## Benefit 3

### Maternity Benefit

The following Maternity benefits are eligible per delivery

#### Hospital delivery

This is the amount we will pay for each delivery for **participating hospital** charges for up to three nights' **accommodation** in semi-private or private **accommodation**. If the total exceeds the amount shown on **your** Benefit Table **you** pay the additional amount directly to the **hospital**.

#### Home birth

This is **benefit** for a normal delivery at home with **your GP** or **Consultant's** approval up to the amount payable on the **scheme** for a **hospital** delivery. We will make the payment once we receive invoices and a signed claim form from a **midwife** registered on the **Midwife** register with An Bord Altranais or a **GP**. We will also pay **Consultants** fees for a delivery at home in accordance with and up to the amount shown as the standard rate in the **Schedule of Benefits** for a delivery at home.

#### Maternity in-patient consultant fees

This is the maximum amount we shall pay for

**consultants** fees for **consultants** services provided for a delivery in a **hospital** up to the amounts specified for those services in the **Schedule of Benefits**, subject to the overall maximum amount payable. This is the total amount payable overall and not the total amount payable for each **Consultant** or service.

#### Midwife support service

The Midwife Support Service **benefit** is available on selected **schemes** for members aged 18 years and over. Please refer to **your benefit table** for cover details on **your** selected **scheme**.

**Laya healthcare's** Midwife Support Service is a telephone support line delivered by a dedicated team of experienced **midwives** based in **Ireland** to provide you with confidential support throughout **your** pregnancy. Calls will be answered by a qualified **midwife** who will offer personalised, expert guidance on pregnancy.

**Laya healthcare's** Midwife Support Service is not a medical advisory service nor is intended to replace **you** seeking professional advice from a doctor or other healthcare professionals. This is not a diagnostic or emergency service nor can it prescribe **treatment** for medical conditions. In an emergency **you** should always contact your **GP** or emergency services so as not to delay any necessary **treatment**.

This service operates within business hours, see **your** member area for further information.

#### Note

The **benefits** payable under the following Maternity **Benefits** 'Hospital Delivery' and 'Maternity In-patient **Consultant Fees**' are in lieu of any **benefits** payable under **Benefit 1, Hospital Cover**, for **day-case/out-patient surgical treatment** or **in-patient treatment**.

**Benefits** for a caesarean delivery are payable in accordance with the **benefits** on **your scheme** under **Benefit 1 Hospital Cover**, for **hospital** and **consultant fees** for **in-patient treatment**.

#### Maternity out-patient consultations

This is **benefit** for **consultants** fees for out-patient fees relating to maternity with a **consultant** registered with the Irish Medical

Council. This **benefit** is per pregnancy and is subject to the annual out-patient excess (see further details on page 33).

### Foetal screening

This is a **benefit** towards charges for an early pregnancy scan and CVS (chorionic villus sampling) if carried out in a **laya healthcare participating hospital**. **Benefit** is also available for NIPT (non-invasive prenatal testing) if carried out by a **laya healthcare participating consultant**. This **benefit** is subject to the annual out-patient excess (see further details on page 33).

### Post natal home nursing if hospital stay is less than 3 nights

If a member stays in **hospital** for only two nights **laya healthcare** will pay, if this **benefit** is available on **your scheme**, the charges for home nursing by a nurse (incurred within three months after **your** delivery) up to the amount shown on **your** Benefit Table provided the combined total for **hospital accommodation** and home nursing does not exceed the amount payable on **your scheme** for the three night **hospital** stay.

If a member stays in **hospital** for only one night **laya healthcare** will pay, if this **benefit** is available on **your scheme**, the charges for home nursing by a **nurse** (incurred within three months after **your** delivery) up to the amount shown on **your** Benefit Table provided the combined total for **hospital accommodation** and home nursing does not exceed the amount payable on **your scheme** for the three night **hospital** stay.

### Note

The post natal home nursing **benefit** is paid in lieu of the **hospital** delivery and homebirth **benefits** payable on your **scheme**. The post natal home nursing **benefit** can only be claimed following a private **hospital** stay. If the birth is under the public system this **benefit** is not claimable.

### Pre and post natal package of benefits

This **benefit** is for expectant or new mothers and is claimable once per pregnancy. Claims are assessed based on the mother's level of cover on the baby's date of birth. **Benefits** include the

following:

- baby massage classes, (max claimable amount\* €100)
- breastfeeding consultations, (max claimable amount\* €30 per visit for 2 visits)
- midwifery services
- maternity bra, (max claimable amount\* €39)
- **GP**
- acupuncture
- osteopath
- chiropractor
- reflexology
- homeopathy
- chiropody
- physiotherapy
- nutritionist
- counselling services
- dental
- optical
- new parent's food allowance members can access [Eatto.ie](http://Eatto.ie).
- a car parking **benefit** (a receipt for car parking fees for a **laya healthcare participating hospital**)
- The 360 Care and 360 Care Select **schemes** also include **benefit** for:
- yoga classes
- pilates
- **3D/4D scans**

\*maximum claimable amounts do not apply to the 360 care and 360 care select schemes. Once a newborn is added to the policy all eligible receipts submitted within the pre and post natal timeframe will automatically be assessed under this benefit. Once the pre and post natal benefit has been applied no amendments can be made under this benefit.

### Paediatric First Aid

This **benefit** is available on selected **schemes**, up to the amount shown on your benefit table for a Pre-Hospital Emergency Care Council (PHECC) accredited paediatric first aid course.

### Maternity Yoga/Pilates

This **benefit** is available on selected **schemes**, up to the amount shown on B benefit table, for Yoga and/or Pilates classes during **your** pregnancy.

The class must be provided by a member of an approved organisation (please refer to page 7). To be eligible for benefit, the receipt must state that it is Maternity Yoga or Maternity Pilates.

### 3D/4D Scans

This **benefit** is available on selected **schemes** up to the amount shown on your benefit table for a 3D/4D scan. The **benefit** is claimable once per pregnancy and must be carried out in an approved centre, please contact us for details.

All treatments and services must be incurred within the specified time before and after the birth, to be eligible for **benefit** as outlined on **your** Benefit Table and must be carried out by a **participating therapist** or in an approved centre where applicable, please contact us for details.

### Pregnancy & early childhood nutrition consultation

This **benefit** is available on selected **schemes** for members aged 18 years and over. Please refer to **your benefit table** for cover details on **your** selected **scheme**.

This **benefit** offers an online consultation service with a nutritionist specifically related to pregnancy and early childhood nutrition. practitioners are registered with the INDI (Irish Nutrition and Dietetic Institute).

This **benefit** is not a medical advisory service nor is intended to replace **you** seeking professional advice from a doctor or other healthcare professionals. This is not a diagnostic or emergency service nor can it prescribe **treatment** for medical conditions. In an emergency **you** should always contact **your** own **GP** or the emergency services so as not to delay any necessary **treatment**.

### Car Parking Expenses

This is **benefit** for hospital car-parking fees incurred by new parents, directly related to the birth of a baby. Proof of baby's date of birth may be requested.

### New Parents Food Allowance

This is **benefit** for a food allowance for new and expectant parents using Eatto.ie in the 4 months

prior to and/or post delivery. Proof of baby's date of birth may be requested.

### Baby Massage Classes

This is **benefit** for parents attending a class/ classes for Baby Massage provided by a member of a member of the International Association of Infant Massage. The **benefit** payable is based on the level of cover held by the parent attending the class/classes and named on the receipt.

### Maternity Bra

This is **benefit** for new and expectant mothers towards the cost of a maternity bra.

### Breastfeeding Consultations

This is **benefit** for breastfeeding consultations with a member of the Association of Lactation Consultants in Ireland who holds International Board Certified Lactation consultant membership. The **benefit** payable is based on the level of cover held by the breastfeeding mother attending the consultation.

### Antenatal Classes/Midwifery Services

This is **benefit** for Antenatal classes or midwifery services provided by a midwife registered on the midwife register with An Bord Altranais. The benefit payable is based on the level of cover held by the parent availing of the service and named on the receipt.

## Benefit 4

### Child Healthcare Benefits

#### Home nursing for children

This is **benefit** for home nursing by a nurse for a child under 18 years of age immediately following **in-patient treatment** of not less than five consecutive days, if recommended by the **Consultant** providing the **treatment**. We will only pay **benefits** for home nursing if it followed **in-patient treatment** for which **benefits** were also payable. The sole purpose of the home nursing care must be to enable the member to reduce the period of **in-patient treatment**.

#### Child Counselling

This is **benefit** for counselling for a child under 18 years of age by a **participating**

**therapist** registered as an accredited member with the the Irish Association of Counsellors and Psychotherapy or The Irish Council for Psychotherapy or a chartered member of the Psychological Society of **Ireland**. (The British Psychological Society is also included for the 360 Care and 360 Care Select **schemes**). This **benefit** is subject to the annual out-patient excess (see further details on page 33).

## Multi – disciplinary Childhood development assessment

We will pay the **benefit** listed in your **benefit table** towards the cost of a child developmental assessment or neurodevelopmental assessment (for Autism Spectrum Disorder, Developmental Delay, Attention Deficit Hyperactivity Disorder, Developmental Coordination Disorder or Dyspraxia, Learning Disability, Intellectual disability, Speech Delays, Sensory Processing Disorders) for a member who is under the age of 18. This assessment must be carried out in **laya healthcare** approved childhood development assessment centre. These centres can change from time to time so please call us before having **your treatment**. The amount of times this **benefit** is available to you is shown on your **Benefit Table**. In order to accurately assess **your** claim your receipt must advise the condition being assessed for.

## Parent Travel and Accommodation Benefit

This is **benefit** towards the cost of **accommodation** and travel for a parent/guardian accompanying a child during an in-patient stay. We will pay this **benefit** if the child is under 14 years of age at their last renewal date during the child's **hospital** admission. No **benefit** is payable for the first three days in-patient stay. We will pay this **benefit** for up to 14 days per child per admission. This **benefit** is only payable where the child has received medically necessary **treatment** that is eligible for **benefit** and has an in-patient stay for more than three days. **Accommodation** costs are limited to a hotel, B&B, hostel or **hospital**. There is no **benefit** towards the cost of food. Travel costs are limited to public transport, taxi, hackney or car parking costs. Only claims accompanied by dated receipts on headed

paper are eligible for **benefit**. **Benefit** will be paid directly to the member of **laya healthcare**. This applies to **in-patient treatment** in a **laya healthcare participating hospital** only. This **benefit** does not apply to overseas claims.

## Child Healthcare Support Benefit

This is **benefit** for a child aged under 18 years of age, who has been in **hospital** for **treatment** for more than three days. The following out-patient charges are eligible under this **benefit**; GP's **consultants**, physiotherapy, radiology, pathology, child counselling, speech and language therapy, dietician & occupational therapy. Only **treatments** incurred within three months of discharge are eligible for **benefit**.

## Vaccinations

If included on **your** child's plan, we will pay the **benefit** listed in the **benefit table** for Meningitis B, HPV and Chicken Pox vaccinations administered by a **General Practitioner** or **Nurse**. This **benefit** is payable in respect of the child member availing of the service.

## Benefit 5

### Treatment Overseas

#### Emergency hospital admission overseas

This **benefit** is payable for **in-patient treatment** received outside **Ireland** by a member in an emergency because of sudden illness or injury while travelling temporarily outside **Ireland**. The limit allowed on a members **scheme** applies to each episode of illness or injury. An episode means a continuous period of illness or injury. Periods of illness separated by less than 28 days shall be treated as continuous. This **benefit** is only eligible when the **treatment** is approved by **laya healthcare's** approved overseas provider. Exclusions may apply (see further details on 'What is not covered under the **scheme**')

**Your** membership of the **scheme** will end immediately if **you** stop living in **Ireland** for a consecutive six month period.



## Medical Evacuation

This **benefit** is towards the cost of medically evacuating a person to the nearest medically appropriate country or to evacuate to **Ireland** (whichever is nearer) to receive **treatment** for which they are covered under the **scheme** if whilst travelling abroad they need the **treatment** in a medical emergency and the **treatment** is not available in the country in which they are travelling. This limit will apply to each person per **year**. In such circumstances we will also pay up to €1,000 towards the reasonable cost of evacuating to the nearest appropriate country or back to **Ireland**, any one relative or companion who was travelling with them at the time. We will only pay the costs of evacuation which is arranged by a **laya healthcare** approved overseas provider. This company can be contacted on +353 21 422 2204. If a case is being managed by **laya healthcare**'s approved overseas provider the member must indicate at the outset whether they hold separate travel insurance in respect of their trip abroad. **You** must notify **laya healthcare** in writing if **you** wish to instigate any action against a third party following an accident abroad. Please refer to the third party section of this **Scheme Rules**.

## Gender Affirmation Surgery Abroad

This **benefit** is payable for specific **in-patient treatment** that is not available in **Ireland** for gender affirmation surgery received at a **recognised medical treatment facility** up to a lifetime maximum of the amount outlined in **your benefit table**. This **benefit** and the **recognised medical treatment facility** where it is being carried out must be pre authorised by **laya healthcare** and is available to members over the age of 18 subject to the following criteria:

- Referral to surgeon by one participating mental health professional competent in the **treatment** and assessment of gender dysphoria AND members **Consultant Endocrinologist/General Practitioner** or Referral to surgeon by two participating mental health professionals one of which must be competent in the assessment and treatment of gender dysphoria
- Completion of a minimum of 18 months Hormone Replacement Therapy

Cosmetic surgery or the reversal of previous gender affirmation surgery is not included in this **benefit**.

### Treatment Overseas Note.

Prior to **laya healthcare** approving your treatment under the Medical Tourism, Treatment not available in Ireland or Gender Affirmation Surgery benefits:

We require a fully completed pre approval application form from **your** Irish based referring Consultant who must be fully participating with **laya healthcare** if you wish to apply for cover under **your benefits**.

We must receive the fully completed application 20 business days prior to commencement of **your treatment**.

We require a copy of the referral letter from **your** Irish registered consultant (who must be fully participating with **laya healthcare**) to your treating Consultant abroad and this must also detail the medical urgency of **your treatment**.

All **treatment** must be pre-authorised by **laya healthcare** and satisfy a list of specific criteria set out by **laya healthcare**. You must receive written approval from **laya healthcare** before you travel.

As **laya healthcare** does not have direct payment arrangements with overseas hospitals and doctors, **you** will need to pay these directly and submit a claim to **laya healthcare**.

**You** must have been referred for the surgical procedure abroad by a **laya healthcare** participating consultant in **Ireland**

We will not make payment to any countries listed on the **laya healthcare** economic sanction policy (please contact us for details of the countries on this list)

### Recovery

We shall be entitled at our own expense to institute any proceedings we consider reasonable in the member's name to recover any payment made under the terms of their cover for the Medical Tourism, **treatment** not available in **Ireland**, the gender affirmation surgery abroad **benefits** and any amount so recovered shall belong to us. **You** must also notify us in writing

if **you** instigate any action against a third party following an accident abroad. Please refer to the Third Party Claims section of the terms and conditions for further details.

## Gender Affirmation Support

This **benefit** is payable for specific procedures in **Ireland** or abroad at a **recognised medical treatment facility** for members undergoing medical or surgical gender affirmation **treatment**. This **benefit** is subject to pre authorisation and payment criteria. Please contact us for details of eligible procedures and criteria.

## Treatment not available in Ireland

This **benefit** is payable up to a maximum contribution of €100,000 per membership **year** for **in-patient treatment** received at a **recognised medical treatment facility** which is certified by **laya healthcare's** Medical Adviser as unavailable in **Ireland**, provided that such **treatment** is arranged by **laya healthcare** and the recognised medical treatment facility is pre-approved by **laya healthcare**. This can require a complex medical assessment of the **treatments** and procedures **you** wish to receive abroad and the **treatments** and procedures available in **Ireland** to treat your condition. The decision of our medical advisors is final. In addition, their assessment is based entirely on the information **you** provide in advance of undergoing your procedure (in your Overseas Pre-Approval Form). The amount pre-authorised by us cannot be reassessed following **your treatment** regardless of whether the treatment **you** receive differs from that anticipated in **your** Overseas Pre-Approval Form or otherwise. This **benefit** is only applicable for **treatment** which is not listed as another specific **benefit** on **your** Benefit Table. This **benefit** needs to go through **Consultant Connections** (see further details under the **Consultant Connections benefit**).

## EU Treatment Guarantee

If **you** are waiting for more than three months for a surgical procedure covered under **your scheme**, **laya healthcare** will arrange the procedure for **you**. This procedure could be undertaken in a hospital in **Ireland** or another country within the EU or the United Kingdom

at a **recognised medical treatment facility** and a different **consultant** may be used. **Laya healthcare** will pay for the procedure up to the level of cover available on **your scheme**. If **your** procedure is undertaken in a facility that is not covered under **your scheme**, **you** the member may be liable for shortfalls. A maximum contribution of €100,000 will apply to this **benefit** should this procedure be undertaken in another country outside of **Ireland** in a **recognised medical treatment facility**.

## Medical Tourism

Under this benefit, we will pay benefit for medically necessary surgical procedures (that are currently listed in the **laya healthcare** Schedule of Benefits for Professional Fees, Surgery and Procedures Section), up to the average benefit that we would have paid in respect of the same surgical procedure in Ireland under your level of cover (including professional fees). We will pay up to a maximum contribution of the amount outlined in your benefit table (or a lesser amount if the overseas costs are less) per membership year, subject to preauthorisation, for medically necessary surgical procedures carried out in a recognised medical treatment facility.

## Consultant Connections

The **laya healthcare Consultant Connections benefit** offers members with certain serious illnesses access to a review of their medical case by an international specialist. A list of serious illnesses considered for referral is available on request.

Any **benefit** payable under the **Consultant Connections benefit** is subject to the terms and conditions of **your scheme** rules.

Should **you** wish to avail of this **benefit** please contact us on 021 202 2000.

## Benefit 6

### Laya Healthcare Concierge

This **benefit** is available on selected **schemes** for members aged 18 years and over. Please refer to your benefit table for cover details on your selected **scheme**. Laya Healthcare Concierge is a clinical support service delivered by a dedicated team of experienced nurses to help you when

navigating Ireland's complex healthcare system. This is not a diagnostic or emergency service nor can it prescribe **treatment** for medical conditions. In an emergency **you** should always contact **your** GP or emergency services so as not to delay any necessary treatment. Laya Healthcare Concierge service is not intended to replace seeking professional advice from a doctor or other healthcare professionals. Calls will be answered by a qualified **nurse** who will offer personalised, expert guidance. This service is open within business hours, see your member area for further information. This service is provided by nurses based in the Republic of **Ireland**.

## Benefit 7

### Healthcoach

This is a **benefit** for a tailored health and fitness programme for members aged 18 years or older. This programme is delivered by a **laya healthcare** approved service provider. Members have continued access to the app and programmes for the duration of their contract only. Eligibility for consultations is based on the level of cover at the time of booking and must be carried out in one of the **laya healthcare** approved locations. Eligible members may avail of a healthcoach programme at no additional cost. Please refer to **your** Benefit Table for details of the cover on **your** selected **scheme**.

## Benefit 8

### Minor Injuries and Illnesses

#### QuickCare

**Laya healthcare** members, aged 12 months and over can avail of the QuickCare service in one of the **laya healthcare** approved minor injuries and illness centres. These centres can change from time to time, for a full up to date list please visit [www.layahealthcare.ie/minorinjuries](http://www.layahealthcare.ie/minorinjuries).

This **benefit** is available up to a specified amount per visit, which is outlined on **your** Benefit Table. **Laya healthcare** will pay this directly to the approved minor injuries and illness centres, but any additional balance outside of this will be the responsibility of the member and should be paid directly to these centres. Any balance paid by the member to these centres will not be eligible towards the out-patient (or, any other) **benefit** on **your scheme**.

The specific **treatment** types eligible for **benefit** under QuickCare will comprise of services related to the following minor illnesses and injuries:

- (1) initial consultation for: fractures and sprains or possible breaks; sports injuries; minor burns; fevers; rashes and infections;
- (2) **treatments** related to the initial consultation (x-ray, stitching, full cast, temporary cast, splints, crutches).

Please note services within these centres can be added or removed from time to time, for a full list please visit [www.layahealthcare.ie/minorinjuries](http://www.layahealthcare.ie/minorinjuries).

#### Fracture clinic

Laya healthcare members who have been referred from the Quickcare service for a follow up consultation with an Orthopaedic Consultant in the Fracture Clinic in **laya healthcare** approved minor injuries and illness centres can avail of this **benefit**. This **benefit** is available up to a specified amount per visit, which is outlined on **your** Benefit Table. **Laya healthcare** will pay this directly to the approved minor injuries and illness centres, but any additional balance outside of this will be the responsibility of the member and should be paid directly to these centres. Any balance paid by the member to these centres will not be eligible towards the out-patient (or, any other) benefit on your scheme. These centres can change from time to time, for a full up to date list please visit [www.layahealthcare.ie/minorinjuries](http://www.layahealthcare.ie/minorinjuries).

## Benefit 9

### Digital Health

#### CareOnCall

#### GP live and prescription service

**Laya healthcare** is now offering a **benefit** for an online **GP** consultation and prescription service provided by a **laya healthcare** approved service provider. The **benefit** is available on all **schemes** where a number of consultations will be available.

This is a confidential service; appointments can be made online through [www.careoncall.ie](http://www.careoncall.ie) and/or through the CareOnCall app. **GPs** are working and living in **Ireland** and are registered with the Irish Medical Council. Through the prescription service, **GPs** can provide prescriptions for a range of medical conditions. Please refer to **your**

Benefit Table for cover details on **your** selected plan. This is not an emergency service. In an emergency **you** should always contact **your** own **GP** or the emergency services so as not to delay any necessary **treatment**.

### **GPline (021 202 2860)**

The **benefit** is available to all members. The service is open 24 hours a day, 365 days a **year** and provides advice and reassurance on a member's health concern. Calls will be answered by a trained operator who will take some details and arrange for a **GP** to call **you** back at a time that suits **you**. If there are symptoms which require a physical examination or a prescription is needed, then **you** may still need to visit **your** **GP**. This is not an emergency service nor can it be used for concerns regarding pregnancy. In an emergency **you** should always contact **your** own **GP** or the emergency services so as not to delay any necessary **treatment**. The **GP** telephone consultation service is not intended to replace the personal care offered by **your** own doctor and cannot be used to obtain referral for **treatment**. This service is provided via a LoCall number to UK-based, qualified, experienced, practising general practitioners under the jurisdiction of the Irish Medical Council and the UK Courts. This is a **benefit** for charges for a 24 hour confidential **GP** telephone consultation service provided by a **laya healthcare** approved service provider.

### **Nurseline (021 202 2861)**

The **benefit** is available to all **laya healthcare** members. The service is open 24 hours a day, 365 days a **year** and provides advice and reassurance of a member's health concern. This is not an emergency service nor can it be used for concerns regarding pregnancy. In an emergency **you** should always contact **your** own **GP** or the emergency services so as not to delay any necessary **treatment**. This is a **benefit** for charges for a 24 hour confidential Nurseline telephone consultation service provided by a **laya healthcare** approved service provider.

### **Physioline (021 202 2862)**

The **benefit** is available on selected **schemes**. The service is open from 08:00- 19:00 Monday to Saturday. Calls will be answered by a trained operator who will take some details and arrange

for a chartered physiotherapist to call **you** back at a time that suits **you**. The physiotherapy telephone consultation service is an advice line and is not intended to replace the personal care offered by **your** own physiotherapist. This is not an emergency service. This service is provided via a LoCall number to Republic of **Ireland** based, qualified, and experienced chartered physiotherapists under the jurisdiction of the Irish Society of Chartered Physiotherapist and Irish Courts. Please refer to **your** Benefit Table for cover details on **your** selected **scheme**. This is a **benefit** for charges for a confidential physiotherapist telephone consultation service provided by a **laya healthcare** approved service provider.

### **Digital Dietician**

This **benefit** is available on selected **schemes** for members aged 18 and over. Please refer to **your** **benefit table** for cover details on **your** selected **scheme**.

This **benefit** offers an online consultation service specifically related to nutrition and dietetic advice. All practitioners are registered with the INDI (Irish Nutrition and Dietetic Institute).

This **benefit** is not a medical advisory service nor is intended to replace **you** seeking professional advice from a doctor or other healthcare professionals. This is not a diagnostic or emergency service nor can it prescribe treatment for medical conditions. In an emergency **you** should always contact **your** own **GP** or the emergency services so as not to delay any necessary **treatment**.

### **Digital Physiotherapy**

This **benefit** is available on selected **schemes** for members aged 18 and over. Please refer to **your** **benefit table** for cover details on **your** selected **scheme**.

This **benefit** offers an online consultation service specifically related to Physiotherapy. All practitioners are registered with the Irish Society of Chartered Physiotherapists.

This **benefit** is not a medical advisory service nor is intended to replace **you** seeking professional advice from a doctor or other healthcare professionals. This is not a diagnostic or emergency service nor can it prescribe treatment

for medical conditions. In an emergency **you** should always contact **your own GP** or the emergency services so as not to delay any necessary **treatment**.

## Benefit 10

### 24/7 Mental Wellbeing Support Programme

**Laya healthcare** is now offering a 24/7 confidential support service designed to assist individuals over the age of 16 in dealing more effectively with any personal or work-related problems they might be facing. This exclusive **benefit** includes access to specific support services to help members with issues relating to legal assistance, financial assistance, consumer advice, career guidance, life coaching and mediation. The service is provided by a **laya healthcare** approved service provider.

Members have access to one 30-minute telephone consultation per issue and certain **schemes** will also have access to a number of counselling sessions with an accredited counsellor delivered through face to face, telephone and video counselling sessions. Please consult **your** Benefit Table to confirm cover.

Members can also access extensive educational resources such as videos, blogs and eLearning on topics like mental health, self-care, fitness and nutrition.

This is not an emergency service. In an emergency **you** should always contact **your own GP** or the emergency services so as not to delay any necessary **treatment**.

No personal information provided as part of the Programme will be shared with or used by **laya healthcare**.

Please note that counsellors available under this **benefit** are separate to counsellors covered under any other **benefits** that may be available on **your** chosen **scheme**.

## Benefit 11

### Fertility Benefit

#### Infertility Treatment Benefit

This **benefit** is up to a maximum amount (shown on **your** Benefit Table) per **female recipient** towards Intra Uterine Insemination (IUI), Intro Vitro Fertilization (IVF) and Intracytoplasmic Sperm Injection (ICSI) only in any **Fertility clinic** listed as a **laya healthcare** approved fertility clinic, at the time **you** receive **your treatment**. These can change from time to time so please call us before having **your treatment**. The amount of times this **benefit** is available to **you** is shown on **your** Benefit Table. Only one IUI, IVF or ICSI can be claimed per round of treatment.

#### Initial Fertility Consultation

We will pay the **benefit** listed in **your** Benefit Table towards the cost of an initial Fertility consultation carried out a **laya healthcare** approved clinic by a **general practitioner** or **consultant**. These centres change from time to time so please contact us in advance of any **treatment**.

#### First Steps Fertility Benefit

This **benefit** (which is shown on **your** Benefit Table) is payable **twice** per lifetime towards fertility tests and **treatment** including blood tests, fertility drugs, semen analysis, assisted hatching, radiology, Intra Uterine Insemination (IUI), Intro Vitro Fertilization (IVF) and Intracytoplasmic Sperm Injection (ICSI) only. The First Steps Fertility **benefit** is payable on behalf of a **laya healthcare** member receiving the tests or **treatment** in any **Fertility clinic** listed as a **laya healthcare** approved fertility clinic, at the time the tests or **treatment** is carried out. These can change from time to time so please call us before having **your** tests or **treatment**. **Benefit** for IUI, IVF, and ICSI **treatment** is only payable for a **female recipient**. Only one IUI, IVF or ICSI can be claimed per round of **treatment**.

#### Fertility Counselling

This **benefit** is available on selected **schemes** for members. Please refer to **your benefit table** for cover details on **your** selected **scheme**.

**Laya healthcare** is now offering a confidential Fertility Counselling support service designed to support individuals over the age of 18 in dealing with any fertility-related problems they might be facing. No personal information provided as part of the Programme will be shared with or used by **laya healthcare**.

This **benefit** is provided by a **laya healthcare** approved service provider. Members have access to one 30-minute telephone consultation and will also have access to a number of counselling sessions with an accredited counsellor delivered through face to face, telephone and video counselling sessions.

This **benefit** is not a medical advisory service nor is intended to replace you seeking professional advice from a doctor or other healthcare professionals. This is not a diagnostic or emergency service nor can it prescribe **treatment** for medical conditions. In an emergency **you** should always contact your own **GP** or the emergency services so as not to delay any necessary **treatment**. Please note that counsellors available under this **benefit** are separate to counsellors covered under any other benefits that may be available on **your** chosen scheme.

## Fertility Preservation

This **benefit** is up to a maximum amount (shown on your **Benefit Table**) towards egg freezing or sperm freezing in any **Fertility clinic** listed as a **laya healthcare** approved fertility clinic at the time **you** receive **your treatment**. The **benefit** is specifically for the initial costs and does not provide for any **benefit** towards annual storage costs. These centres can change from time to time so please call us to check **your** cover prior to the procedure. This **benefit** is payable based on the level of cover held by the person undergoing the relevant procedure.

## Fertility testing/screening

This **benefit** provides cover for the following fertility tests; blood tests, semen analysis (male only) and radiology at a **fertility clinic** accredited by the Irish Medicines Board and at the time the tests or **treatment** is carried out listed as a **laya healthcare** recognised clinic. Please refer to **your benefit table** for cover details on **your** selected

scheme. These **treatments** and **laya healthcare** **recognised** clinics can change from time to time so please call us before having **your** tests.

## Benefit 12 Health Screening

Please refer to your **benefit statement**, which outlines the time frame for screening benefit to be repeated. Please note the time limit is taken from the exact date of the previous screening

### HeartBeat cardiac screening

This is **benefit** for charges for a **laya healthcare** approved HeartBeat cardiac screening carried out by a **laya healthcare** approved provider.

### Bone Density/Dexa scans

This is **benefit** for charges for DEXA services provided by a **hospital** or a **laya healthcare** approved laboratory or diagnostic centre, that has been approved by **laya healthcare** for direct payment for DEXA services. These centres change from time to time. For a full list of the most up to date scan centres please visit the 'Check cover' section of **your** Member Area.

### Mammograms

This is **benefit** for charges for Mammogram services provided by a **hospital** or a **laya healthcare** approved laboratory or diagnostic centre, that has been approved by **laya healthcare** for direct payment for Mammogram services. These may change from time to time.

For a full list of the most up to date scan centres please visit the 'Check cover' section of **your** Member Area.

### Women's cancer screening

This is **benefit** for charges for screening for cervical cancer and breast examination with a registered **GP**. This **benefit** is subject to the annual out-patient excess (see further details on page 33).

## Men's cancer screening

This is the **benefit** for charges for blood tests for prostate cancer screening with a registered GP. This **benefit** is subject to the annual out-patient excess (see further details on page 33).

## Sports health screening

This is **benefit** for a contribution towards Sports Health screening which is carried out in one of **laya healthcare's** approved centres. These can change from time to time so please contact us beforehand. The eligible amount is outlined on **your** Benefit Table and will be paid directly to the centre.

## Executive health screening

**Laya healthcare** will recognise this **benefit** if the Executive Health Check is carried out in one of our approved centres. These can change from time to time so please contact us beforehand. This **benefit** is subject to the annual out-patient excess (see further details on page 33).

## Direct Payment - MRI, CT and PET-CT Scans

This is **benefit** for charges for services for MRI, CT and PET services provided by a **hospital** or a **laya healthcare** approved laboratory or diagnostic centre, that has been approved by **laya healthcare** for direct payment. MRI scans have to be on general practitioner, Physiotherapist (on the Physiotherapists Registration Board at CORU) or **consultant** referral as outlined under the conditions of payment in the **Schedule of Benefits**.

CT and PET-CT scans have to be on **consultant** referral.

These approved centres can change from time to time and not all types of these scans are covered by direct payment agreements so please visit the 'Check cover' section of **your** Member Area for the most up to date list.

## Benefit 13

### Everyday Medical Expenses - also referred to as out-patient expenses

These are fees and charges for hospitals and consultants for non-surgical

treatment (other than radiotherapy and chemotherapy out-patient treatment). Only benefits shown as having cover on your Benefit Table are eligible for benefit.

## Annual Out-Patient Excess

Where a member makes a claim for everyday medical expenses **laya healthcare** will pay valid claims for fees and charges up to the **benefit** amounts listed on **your** benefit table less amount shown as the annual out-patient excess. Where two amounts are shown, the first amount applies where there is only one member on the policy and the second amount applies to where there are dependents on the policy. If there is a mix of **schemes** on the policy with different excesses, please contact us to confirm the applicable excess. Please note, it is the amount listed on **your** benefit table which is deducted from the annual out-patient excess, not the amount **you** paid for the service. Please contact us for more information.

## Annual Out-Patient Cap

If applicable to **your** **scheme**, this is the maximum amount up to which can be claimed back for the list of out-patient **benefits** outlined under Everyday Medical Expenses on **your** Benefit Table, subject to minimum **benefit** regulations. For members of the Connect Simplicity **scheme**; where a member does not reach the out-patient cap, outlined on your table of benefits (which if applicable is listed under annual outpatient excess), the remainder of the unused cap is transferrable to another member of the policy on the Connect Simplicity **scheme**. Please note that members on this **scheme** may not transfer any unused amount for a specific **benefit** where there is a specific limit applied to that **benefit**.

## Overall Annual Limit

We will pay valid claims for fees and charges under Everyday Medical Expenses (including benefits which appear outside of Everyday Medical Expenses but which go towards the **out-patient excess**) up to the overall annual limit on a **scheme**. Where there are **dependants** on a policy, the overall annual limit for the family will be based on the family limit of the main members **scheme**, this is outlined on the Benefit Table. This will be the maximum amount of benefits payable



for the main member and all **dependants** per year.

**Increased allowance for everyday medical expenses**

If a members **scheme** includes the increased allowance for everyday medical expenses, it will apply when **laya healthcare** has paid €315 of claims under Everyday Medical Expenses for **treatment** received during the same **year**, it will reimburse at least 75% of any further **treatment** received by the member(s) on that policy in aggregate during the same **year**. This is subject to the minimum and maximum limits for any and all such charges shown in the Benefit Table and rules, including the notes.

**GP visits**

This **benefit** is payable per consultation only (other than for routine maternity) to a **General Practitioner** registered with the Irish Medical Council who is not a **Consultant** and is currently practicing as a primary care physician in the community. See Note 3 (d)

**HSE GP Out of Hours Service**

A service that provides **you** with General Practitioner Services for urgent medical needs outside of regular hours. The providers of these services, their location and their contact details are listed below.

Location	Provider	Contact
Carlow/Kilkenny	Care Doc	1850 334 999
Cavan/Monaghan	NEDOC	1850 777 911
Clare	Shannon Doc	1850 212 999
Cork North Lee	South Doc GP Co-Op	1850 335 999
Donegal	NOW DOC	1850 400 911
Dublin North	D-Doc	1850 224 477
Dublin South	Dub Doc	01 454 5607
Dublin (Lucan Area)	LUKE Doc	01 406 5158
Dublin (Tallaght & Clondalkin)	TLC Doc	045 848 707
Dun Laoghaire	DL Doc	01 663 9869
Dun Laoghaire	East Doc	01 221 4021
Galway	West Doc	1850 365 000
Kerry	South Doc GP Co-Op	1850 335 999
Kildare	KDoc	045 848 701
Laois Offaly	MIDoc	1850 302 702

Location	Provider	Contact
Limerick	Shannon Doc	1850 212 999
Longford/Westmeath	MIDoc	1850 302 702
Louth	NEDOC	1850 777 911
Roscommon (Castlereagh Area)	West Doc	1850 365 000
North Roscommon	NOWDoc	1850 400 911
South Leitrim/Roscommon	NOWDoc	1850 400 911
Tipperary North	Shannon Doc	1850 212 999
Tipperary South	Care Doc	1850 334 999
Waterford	Care Doc	1850 334 999
Wexford	Care Doc	1850 334 999
Wicklow	Care Doc	1850 334 999
Mayo	West Doc	1850 365 000
Meath	NEDoc	1850 777 911

The providers of these services may change from time to time so please contact us in advance of any **treatment** or refer to the “For Members – Checking **Your Cover**” section of our website for details of the applicable centres.

**Home Testing**

This is **benefit** towards the cost of a selection of home testing kits available at [www.careoncall.ie](http://www.careoncall.ie). This is subject to the annual out-patient excess (see further details on page 33).

**Prescriptions**

This is **benefit** towards charges incurred by **you** for prescriptions issued upon the prescription of a licensed practitioner or dentist and dispensed by a licensed pharmacist. Please note we will only pay **benefit** for prescriptions up to the limit as set out under the drug payment **scheme**.

**Specialist consultation visits**

This **benefit** includes fees for out-patient consultations with a **consultant** other than in connection with radiology, pathology and maternity.

**Hospital Casualty Charges**

This **benefit** is payable for charges incurred by **you** in paying the **hospital** casualty charges.

**Radiologist fees (Professional Fees)**

This **benefit** includes fees charged for radiology

by **consultants** participating in the full cover **scheme**. See note 3 (c).

### Pathologist Fee (Professional Fees)

This **benefit** includes fees charged for pathology by **consultants** participating in the full cover **scheme**.

### Pathology Diagnostic Tests (Technical Fees)

This **benefit** includes **hospital** charges or charges by a **laya healthcare** approved diagnostic centre for pathology.

### Radiology Diagnostic Tests (Technical Fees)

This **benefit** includes **hospital** charges or charges by a **laya healthcare** approved diagnostic centre for radiology.

### Routine Dental

This is **benefit** for charges for a routine dental examination at a **dental practitioner** with a current full registration with the Irish Dental Council who holds a primary dental qualification or a scale and polish carried out by a **dental hygienist** registered with the Dental Council of Ireland. He/She must be community based and provide dental care.

### Emergency Dental

Following an accidental external impact to the mouth we will cover restorative dental **treatment**, carried out within 5 days of the external impact and which is required in order to alleviate pain, the inability to eat and which presents an immediate and serious threat to a person's general health

### Optical

This is **benefit** for an eye test carried out by a practitioner with the qualification FAOI (Fellow of the Association of Optometrists of Ireland) and/or the cost of glasses and/or the cost of glasses and/or the cost of contact lenses.

### Intrauterine system (IUS) hormonal coil - device

We will pay the **benefit** listed in your **benefit table** towards the cost of an Intrauterine system (IUS) hormonal coil where the coil/system is either a Mirena, Jaydess or Kyleena Intrauterine System.

Your receipt must state whether the Intrauterine system (IUS) hormonal coil is Mirena, Jaydess or Kyleena Intrauterine System

### Intrauterine system (IUS) hormonal coil – procedure

We will pay the **benefit** listed in your **benefit table** towards the cost of the insertion of an Intrauterine system (IUS) hormonal coil. The Intrauterine system (IUS) hormonal coil must be Mirena, Jaydess or Kyleena Intrauterine System and **treatment** must be carried out by a **General Practitioner, Consultant or Nurse**.

### Vasectomy

We will pay the **benefit** listed in your benefit table towards the cost of a vasectomy including any related consultations pre and post procedure. The vasectomy must be carried out by a **GP** or **consultant**. We will only accept one receipt, detailing the name of the procedure and date the procedure was performed and any related consultation dates.

### Laser Eye Surgery

This **benefit** is payable for Laser Eye Surgery for vision correction. In order to claim, the procedure must be carried out in a **laya healthcare** approved centre or hospital, please contact us for details of these. A lifetime maximum claimable amount per eye applies, this is outlined on your benefit table.

### Hearing Test

This is the **benefit** for fees charged by a member of the Irish Society of Hearing Aid Audiologists.

### Physiotherapy

This is **benefit** for charges by a **participating therapist** for physiotherapy. The therapist must be a member of the Irish Society of Chartered Physiotherapists or registered on the Physiotherapists Registration Board at CORU.

### Travel Vaccinations

This is the **benefit** you can claim for vaccinations for the purpose of travel when administered by a **GP** or **consultant**.

### Speech & Language Therapy

This is **benefit** towards charges for speech

and language therapy. The therapist must be a member of the Irish Association of Speech and Language Therapists and/or the Royal College of Speech and Language Therapists and/or registered on the Register for Speech & Language Therapists at CORU.

## Play Therapy

This is **benefit** for play therapy for a child under 18 years of age by a **participating therapist** registered with The Irish Play Therapy Association (IPTA) or The Irish Association of Play Therapy & Psychotherapy (IAPTP) or Play Therapy Ireland.

## Adult Counselling - Psychologists

This is **benefit** for fees charged for assessing and treating mental illness, abnormal behaviour and psychiatric problems. The **psychologist** must be a chartered member of the Psychological Society of **Ireland**. Members of the 360 Care and 360 Care Select **schemes** may also claim for **psychologists** registered with the British Psychological Society.

## Adult Counselling – Counsellors and Therapists

This is **benefit** for fees charged for assessing and treating mental illness, abnormal behaviour and psychiatric problems. The counsellor or therapist must be a full member of the Irish Association of Counsellors and Psychotherapists (IACP), The Irish Council for Psychotherapy, the British Association of Behavioural and Cognitive psychotherapy or the Irish Association of Behavioural and Cognitive psychotherapy.

## Neurodevelopment Assessment Benefit - Adults

We will pay the **benefit** listed in your **Benefit Table** towards the cost of an assessment of an Intellectual Disability, Learning Disorders, Motor Skills Disorders, Communication Disorders, Autism Spectrum Disorders, Attention Deficit / Hyperactivity Disorder and Tic Disorders. This assessment must be conducted by a psychologist who is a Chartered member of the Psychological Society of Ireland. (Chartered member of the British Psychological Society is also applicable for the 360 Care and 360 Care Select schemes). The amount of times this **benefit** is available to **you** is shown on **your Benefit Table**. In order to

accurately assess your claim **your** receipt must advise the condition being assessed for.

## Orthoptists

This is **benefit** for charges by a participating orthoptist who is a member of the association of Ophthalmologists **Ireland**.

## Acupuncturist

This is **benefit** for charges by a **participating therapist** for acupuncture. The therapist must be registered as a member of one, or more, of the following:

- Professional Register of Traditional Chinese Medicine
- Traditional Chinese Medicine Council of Ireland (TCMCI)
- Academy of Chinese Culture and Medicine
- British Acupuncture Council
- British Medical Acupuncture Society
- Acupuncture Foundation Professional Association.

## Osteopath

This is **benefit** for charges by a **participating therapist** for Osteopathy. The therapist must be registered as a member of the Osteopathic Council of Ireland and the Association of Osteopaths in Ireland.

## Chiropractor

This is **benefit** for charges by a **participating therapist** for Chiropractic **treatment**. The therapist must be registered as a member of the Chiropractic Association of Ireland (CAI) or the McTimoney Chiropractic Association of Ireland.

## Physical Therapy

This is **benefit** for charges by a **participating therapist** for physical therapy. The therapist must be a member of the Association of Neuromuscular Therapists (ANMT), The Irish Association of Physical Therapists, Register of Orthopaedic & Soft Tissue Therapists of Ireland or the Irish Institute of Physical Therapists.

## Reflexology

This is **benefit** for charges by a **participating therapist** for reflexology. The therapist must be a member of the Irish Reflexologists Institute,

the Federation of Holistic Therapists Ireland, The National Register of Reflexologists and/or The Certified Association of Reflexologists of Ireland.

### Homeopathy

This is **benefit** for charges by a **participating therapist** for Homeopathy. The therapist must be on the Professional Register of the Irish Society of Homeopaths or the Alliance of Registered Homeopaths.

### Dietician

This is **benefit** for charges by a **participating therapist** for dietary advice. The dietician must be a member of the Irish Nutrition & Dietetic Institute or registered on the Register for Dietitians at CORU.

### Occupational Therapy

This is **benefit** towards charges for occupational therapy with a therapist who is a member of the Association of Occupational Therapists of Ireland or registered on The Occupational Therapists Registration Board at CORU.

### Chiropody/Podiatry

This is **benefit** towards charges for Chiropody. The therapist must be a member of the Society of Chiropodists/Podiatrists, the Institute of Chiropodists and Podiatrists, the Irish Chiropodists/Podiatrists Organisation Ltd., and/or the British Chiropody and Podiatry Association.

### Vaccinations – Adults

This is **benefit** for vaccinations provided by a GP, Nurse or Pharmacist for members over 18 years of age. The **benefit** is only applicable for vaccinations that are not claimable under the travel vaccination **benefit**.

### Home nursing following in-patient treatment

We will pay up to the amount set out in **your** Benefit Table up to a maximum number of days each **year** for a person who is 18 years of age or over, immediately following **in-patient treatment** or **day-case treatment** if recommended by the **consultant** providing the **treatment**. We will only pay **benefits** for home nursing if it followed **in-patient treatment** for which **benefits** were also payable. The sole purpose of the home nursing care must be to enable the member to reduce the

period of **in-patient treatment**.

### HRT for Gender Dysphoria

This **benefit** is payable for Hormone Replacement Therapy for members with a diagnosis of Gender Dysphoria by a participating mental health professional competent in the treatment and assessment of gender dysphoria. The hormone replacement **benefit** is only available to members over the age of 18 who have submitted a letter from their **Consultant Endocrinologist/General Practitioner** confirming that they are on feminising/masculinizing hormone therapy to enable their transition goals. This **benefit** is allowable up to a lifetime maximum amount which is outlined on **your** Benefit Table.

### Dean Clinic out-patient mental health therapy

This is **benefit** for charges for consultations at the Dean Clinics. This is a combined **benefit** regardless of who the member is treated by. The Dean Clinics are community based Mental Health Clinics owned and operated by St. Patrick's University **Hospital**, located in Lucan, Donaghmede, Sandyford, St. Patrick's & Capel St.

### Lois Bridges Clinic

This is **benefit** for charges for consultations at Lois Bridges in relation to Anorexia and Bulimia. This is a combined **benefit** regardless of who the member is treated by.

### Appliance List

This is a list of approved appliances which shows the amount which a member can claim for a list of appliances on their **scheme**. Some of these appliances may require a specific referral letter. This list may change from time to time, so for full details on the most up to date appliance list visit the 'Check cover' section of **your** Member Area.

### Sports Appliance list

This is a list of approved sports appliances which shows the amount which a member can claim for an approved sports appliances under their policy. Some of these appliances may require a specific referral letter from a **GP**. This list may change from time to time so for full details please contact **laya healthcare**.

### Menopause support package

This **benefit** is available on selected schemes up to the amount outlined on your benefit table. Items claimable under this benefit include:

75% of the cost of Yoga classes with a Yoga instructor registered with the Yoga Alliance, Yoga Therapy Ireland or the Irish Yoga Association up to a maximum of 10 classes per year.

The full cost of an initial consultation with a GP or Consultant in the Menopause Hub Clinic (Receipt must be on The Menopause Hub headed paper)

75% of the cost of prescriptions for Hormone Replacement Therapy (Please refer to page 34). The list of specific drugs available under this **benefit** are available on request.

### Special note for out-patient radiology and pathology;

We will pay valid claims for fees and charges for **treatment** covered under Everyday Medical Expenses for out-patient radiology and pathology up to an overall annual limit for all such fees and charges combined. Please contact us for details of these specific limits. Payment made for out-patient radiology and pathology will count towards the overall annual limit.

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

### Important Note

Please note that everyday medical expenses/ out-patient receipts will not be returned following assessment of **your** claim. Please retain copies of **your** receipts prior to submission, if **you** require these. We have confirmed with the Revenue Commissioners that the statement of **your** claims, which we provide to **you**, may be used to claim tax relief on expenses that are not paid by us. Simply send the statement to the Revenue Commissioners with a Med 1 form, which is available on [www.revenue.ie/forms/med1.pdf](http://www.revenue.ie/forms/med1.pdf). It is no longer necessary to send **your** original receipts to the Revenue Commissioners to claim tax relief.

## Note 1

### (i) Northern Ireland

Notwithstanding the cover set out under Treatment Overseas on **your** Benefit Table, **laya healthcare** may pay **hospital** charges covered for **in-patient, day-case or surgical out-patient treatment** received at the following **hospitals** in Northern **Ireland**;

- Altnagelvin, Derry
- Daisy Hill, Newry
- Royal Victoria Hospital, Belfast
- The North West Independent Hospital, Derry

Please see the Northern **Ireland** participating **hospital** list under the 'Check cover' section of **your** Member Area to confirm **your** cover in these **hospitals**.

We will pay **benefit** for **consultant** fees in the **laya healthcare** participating Northern **Ireland hospitals** (covered on **your scheme**) in accordance with and up to the amount shown as the standard rate in the **laya healthcare** schedule of **benefits** for the **treatment** received.

We will pay all claims for **hospital** charges and **consultant** fees in Euro.

### (ii) Minimum benefit Regulations

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

### (iii) Park West Clinic, Dublin 12 and Cork Clinic, Cork\*

We will only pay **benefits** for certain **day-case and surgical out-patient treatment** at these **hospitals**. We will not pay for other types of **treatment** at these **hospitals**. Please check **your** procedure with us prior to **treatment**.

\* Please contact us prior to admission to the Cork Clinic to ensure your treatment is covered.

### (iv) Charter Medical Private Hospital Mullingar, and Kingsbridge Private Hospital, Sligo

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

### (v) Stanhope Centre, Grangegorman;

We will only pay **benefits** for out-patient **treatment** at this **hospital**. We will not pay for other types of **treatment** at this **hospital**.

### (vi) Mid-Western Radiation Oncology Centre, Limerick;

We will only pay **benefits** for certain **surgical out-patient treatment** at this **hospital**. We will not pay for other types of **treatment** at this **hospital**. Please check **your** procedure with us prior to **treatment**.

### (vii) National MS Centre, Rathgar

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

### (viii) Lois Bridges

Please see Everyday Medical Expenses for the amount eligible for **benefit** on **your** policy. This is a combined **benefit** regardless of who the member is treated by. We will only pay **benefit** for a maximum of 40 days for **in-patient treatment** in the Lois Bridges Clinic. This **benefit** is for **treatment** received in relation to anorexia and bulimia. Any **in-patient treatment** in the Lois Bridges Clinic must be pre-authorised by **laya healthcare**.

## Note 2

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

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

## Note 3

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

**Laya healthcare** will only pay fees and charges for radiology and pathology if and to the extent that the radiology or pathology consists of one

or more radiological procedures or pathological investigations listed in the **minimum benefit regulations**.

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

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

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

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

### (d) Charges for GP visits

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**.

### (e) Combined benefits under Everyday Medical Expenses

Where treatment types are shown as having a combined **benefit** on **your** Benefit Table, we will pay the maximum number of consultations overall for any and all of those combined **treatments** each **year** and not for each type of **treatment** separately.

### (f) Reading your rules

Where a different version of a rule applies to some **schemes**, we make this clear by listing the **schemes** which apply to each version of the rule.

# Important information to note:

## Waiting periods

The following waiting periods will apply if you are aged:	Under 55 years of age	55–59 years of age	60–64 years of age	Over 65 years of age
How long before <b>you</b> can make a claim for accident or injury?	Immediately for all age groups			
How long before <b>you</b> can make a claim for any new disease, illness or injury which began or the symptoms of which began after membership started?	26 weeks for all age groups			
How long before <b>you</b> can claim for any disease, illness or injury which began or the symptoms of which began before membership started?	5 years for all age groups			
How long before <b>you</b> can claim <b>benefit</b> for maternity cover?	1 year			

In addition, if you're changing your level of cover/benefits the following waiting periods will apply regardless of how long you have been insured:	
You have health insurance and want to get an additional level of cover/benefits, how long before <b>you</b> can avail of the better cover/benefits for any disease, illness or injury which began or the symptoms of which began before <b>you</b> changed <b>your</b> level of cover?	2 years for all age groups
You are already pregnant and <b>you</b> wish to improve <b>your</b> cover/benefits, how long before <b>you</b> can avail of the better cover/benefits?	1 year

The following waiting periods apply for infertility treatment, Fertility testing/screening and fertility preservation	
Waiting periods for Infertility, Fertility testing/screening and Fertility Preservation	<ul style="list-style-type: none"> <li>• The first 52 weeks of membership</li> <li>• The first 52 weeks of membership for existing members that transfer or change between <b>schemes</b> to avail of this <b>benefit</b></li> <li>• The first 52 weeks for existing members on the <b>schemes</b> that has this <b>benefit</b>. The waiting period shall be reduced by a person's continuous period of cover (if any) on that <b>scheme</b>.</li> </ul>
Waiting periods for First Steps Fertility <b>Benefit</b>	<ul style="list-style-type: none"> <li>• The first 104 weeks of membership</li> <li>• The first 104 weeks of membership for existing members that transfer or change between <b>schemes</b> to avail of this <b>benefit</b>.</li> </ul>



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