

# HealthSteps

## Rules - Terms and Conditions



Applicable to new registrations or renewals on/or after 1st January 2010.

Please read and retain for future reference. Subsequent rules changes will be communicated to you at your renewal date.

## 1) Contract

a) The terms of your contract with us are in the following documents:

- i) the application form you complete
- ii) your membership details
- iii) the Terms and Conditions and your Table of Benefits in place when your contract began or was last renewed
- iv) the Schedule of Benefits for General Practitioners
- v) the list of Approved Out-Patient centres (Appendix 1)

b) We may change the Schedule during the year, and any such changes will apply to your contract.

c) Your contract is governed by the laws of Ireland.

## 2) Definitions

### Benefits

The amount we will pay for any claim as set out in these Terms and Conditions, your Table of Benefits or the Schedule of Benefits for General Practitioners.

### Claim

When you ask us to pay benefits for a member included on your HealthSteps contract.

### Medical condition

Any disease, illness or injury.

### Medically necessary

Means treatment which in the opinion of our Medical Director is generally accepted by the medical profession as appropriate with regard to good standards of medical practice and is:

- i) consistent with the symptoms or diagnosis and treatment of the injury or illness;
- ii) necessary for such a diagnosis or treatment;
- iii) not furnished primarily for the convenience of the patient, the doctor or other provider;
- iv) furnished at the most appropriate level which can be safely and effectively provided to the patient.

### Member

You and anybody who is named as an insured person on your membership details.

### Subscriber

The person with whom we have made this contract.

### Adult

A person aged 18 years or over at the commencement date or the last renewal date.

### Child

A person under 18 years of age at the last renewal date (or commencement date if there is no past renewal date).

### Out-patient treatment

Medically necessary treatment which does not involve in-patient treatment, day care or side room procedures.

### Clinical Psychologist

A member of the Psychological Society of Ireland.

### Consultant

A medical practitioner who has a current full registration with the Irish Medical Council and who: (i) holds a public consultant post in the Republic of Ireland; or (ii) has held a public consultant post in the Republic of Ireland in the past and now practices within the same specialised field; or (iii) holds the necessary qualifications for a public consultant post in the Republic of Ireland together with evidence of appropriate general professional and higher specialist training to a standard required for such a post in the speciality in which he/she intends to work and has been appointed as a consultant to a Vhi Healthcare approved post in a Vhi Healthcare approved private hospital.

### Consultant visits

A visit to a Consultant in his/her consulting rooms for a consultation about a medical condition, which does not involve a procedure, listed in the Schedule of Benefits for Professional Fees at the time of the visit.

**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.

**General Practitioner**

A General Practitioner with a current full registration with the Irish Medical Council, who holds a primary medical qualification.

**General Practitioner procedures (HealthSteps Gold only)**

Procedures which are listed in the Schedule of Benefits for General Practitioners and performed as out-patient treatment.

**Participating General Practitioner (HealthSteps Gold only)**

A General Practitioner who enters into an agreement with Vhi Healthcare to accept in full settlement the participating benefits for General Practitioner procedures as set out in the Schedule of Benefits for General Practitioners.

**Non-Participating General Practitioner (HealthSteps Gold only)**

A General Practitioner who does not enter into agreement with Vhi Healthcare to accept our benefits for General Practitioner procedures in full settlement of his/her fees. He/she receives the standard benefit as set out in the Schedule of Benefits for General Practitioners and may or may not charge an additional fee to patients.

**Orthoptist**

A member of the Irish Association of Orthoptists or the British Orthoptic Society.

**Audiologist**

A diagnostic Audiologist who is registered with the Irish Society of Audiology or the Irish Society of Hearing Aid Audiologists.

**Chiropodist/Podiatrist**

A member of the British Chiropractic & Podiatry Association, or the Institute of Chiropodists & Podiatrists (Rep. of Irl.), or the Irish Chiropodists/Podiatrists Organisation Ltd., or the Society of Chiropodists & Podiatrists (Rep. of Irl.).

**Dietician**

A member of the Irish Nutrition & Dietetic Institute.

**Midwife**

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

**Occupational Therapist**

A member of the Association of Occupational Therapists of Ireland.

**Optometrist**

An Optometrist with a current full registration with the Opticians Board.

**Physiotherapist**

A member of the Irish Society of Chartered Physiotherapists.

**Speech Therapist**

A member of the Irish Association of Speech and Language Therapists.

**Prescriptions**

Drugs or Medicines prescribed by a General Practitioner, Consultant or Dental Practitioner.

**Treatment**

Any medical intervention for which benefits are payable.

**Renewal date**

The date at which your contract is renewable each year.

**Commencement date**

The date from which your HealthSteps contract began.

**Renewal Period**

The period from the commencement date or last renewal date up to and including the day before the next renewal date.

**Screening**

Health screening is any medical test or investigation, which is designed to identify certain characteristics, or the presence of or susceptibility to a particular disease or condition. Screening can include allergy testing, cholesterol testing, blood pressure testing, breast and smear testing. This screening must be performed by a General Practitioner or Consultant in his/her own rooms or in an approved out-patient centre.

**We, us, our**

The Voluntary Health Insurance Board known as Vhi Healthcare and referred to throughout this document as Vhi Healthcare or Vhi.

**Year**

The period of cover shown in your most recent membership details.

**You, your**

The subscriber.

**Definitions relating to Complementary and Alternative Medicine** - being services not in accordance with the definition of medically necessary. It is advisable to discuss the suitability of a complementary or alternative therapy with a registered medical practitioner prior to commencing treatment. Visits to the following therapists are eligible for benefit:

**Acupuncturist**

A member of the Traditional Chinese Medicine Council of Ireland, or a member of Acupuncture Foundation Ireland, or a member of the British Acupuncture Council, or a member of the Professional Register of Traditional Chinese Medicine.

**Chiropractor**

A member of the Chiropractic Association of Ireland or the McTimoney Chiropractic Association of Ireland.

**Osteopath**

A member of the Osteopathic Council of Ireland.

**Physical Therapist**

A member of the Register of Physical Therapists of Ireland or a member of the Irish Association of Physical Therapists or a member of the Irish Institute of Physical Therapists.

**Reflexologist**

A member of the Association of Irish Reflexologists or the Irish Reflexologists' Institute or the National Register of Reflexologists.

### 3) Joining HealthSteps

- a) Subscribers must be 18 years of age or over on the date of application for HealthSteps.
- b) A HealthSteps contract must have a minimum of one adult named as an insured member.
- c) Child members of HealthSteps must be insured at the same level of cover as the insured adult.
- d) Only persons who are living in the Republic of Ireland for at least 180 days in each year can be included on your contract.
- e) If a member has an accident after he/she joins HealthSteps, we will pay benefits for the treatment needed. However, other treatments only become eligible for payment when the member has been insured for a continuous period of time called a waiting period. Expenses incurred during this time are not eligible for payment.

Waiting periods for HealthSteps are as follows:

Member's age	Waiting period
Under 50	None
50 to 54	26 Weeks
55 to 64	52 Weeks
65 or over	104 weeks

- f) If a person transfers to a HealthSteps contract from another health insurance contract with Vhi Healthcare or another insurer registered under the Health Insurance Act, 1994, within 13 weeks, with the exception of another HealthSteps contract, any waiting periods served under the other contract will be offset against the normal joining conditions (initial waiting period).
- g) If a person transfers to a HealthSteps contract from another HealthSteps contract, they may be subject to additional waiting periods as outlined in Rule 4(d).
- h) If a person applies for a HealthSteps contract in addition to another health insurance contract with Vhi Healthcare or another insurer registered under the Health Insurance Act, 1994, the waiting periods as outlined in 3(e) will apply to the HealthSteps contract.
- i) You can cancel your health insurance contract within 14 days of the date of issue of the Terms and Conditions of Membership. We will refund the premium you have paid and will recover from you any benefit we have paid.

### 4) Renewing your HealthSteps contract

- a) Your contract will last until your next renewal date. At the renewal date, you can renew your contract by paying the premium we request. These Terms and Conditions and your Table of Benefits in place at the renewal date will then apply to your contract. You can decide not to renew if you are unhappy with the terms offered.
- b) You can add new people to your HealthSteps contract at any time by communicating the change to us and by paying the appropriate premium.
- c) Any other changes to your HealthSteps contract can only be made at your renewal date.
- d) You can only change your level of cover at your renewal date, which follows the expiry date of any relevant waiting periods. If you change your level of cover (i.e. subscribe for additional benefits), the additional benefits will be subject to the following waiting periods:

Member's age when he/she changes level of cover	Waiting Period
Under 50	None
50 to 54	26 Weeks
55 to 64	52 Weeks
65 or over	104 Weeks

During the waiting periods we will continue to pay benefits which would have been paid if you had not changed your level of cover.

- e) Any change of address or bank account details must be communicated to us as soon as they occur. This will prevent benefit cheques and other correspondence going astray and ensure that your premium is paid up to date (if paying by direct debit).

## 5) Subscriptions/premia

- a) We will tell you the amount of your subscription before each renewal date.
- b) Your subscription must be paid within 15 days after it becomes due. Otherwise, we will not pay any benefits and we will cancel your contract. The subscriber is responsible for ensuring payments are made.
- c) For members who pay by salary deduction, the translation of annual premia into monthly or weekly instalments may result in the collection of marginally more or less than the annual premium as a result of rounding to the nearest cent.

## 6) HealthSteps benefits

The benefits provided under your HealthSteps contract are outlined in this section and in your Table of Benefits.

The benefits may change at the renewal date of your HealthSteps contract.

### General Practitioner procedures (HealthSteps Gold only)

- a) We will pay General Practitioner fees for medically necessary procedures, which are listed in the Schedule of Benefits for General Practitioners. If the procedure is carried out by a participating General Practitioner, we will pay the participating benefit listed.  
If the General Practitioner is a non-participating General Practitioner, we will pay the standard benefit as listed and you may have to pay an additional amount yourself.

### Other HealthSteps benefits

- b) For medically necessary treatment provided by General Practitioners, Consultants, Dental Practitioners, other specified practitioners, as defined in Section 2 of this handbook, and out-patient hospital services, we will reimburse you for expenditure incurred in accordance with the terms that are set out in your Table of Benefits as well as the following conditions:  
The benefits which we will pay will depend on the terms of your contract on:
  - i) the date of treatment in the case of General Practitioner procedures; or
  - ii) the last renewal date in the case of other HealthSteps benefits.
- c) In order for benefits to be payable by us, treatment must be carried out by a General Practitioner, Consultant, Dental Practitioner or other specified practitioner as defined in Section 2 of this handbook.
- d) We have listed the eligible services in your Table of Benefits together with the benefits available for each service.
- e) If the benefits do not cover the full cost of the treatment, the member is responsible for any balance.
- f) We will pay the actual amount the member is charged or the benefits payable under the contract, whichever is lower.
- g) We will pay all your benefits in euro.
- h) Where benefits are paid by us under your HealthSteps contract in respect of a medical expense which is eligible for benefit under a Vhi Healthcare Hospital plan, this does not affect your entitlements under the hospital plan subject to Rule 12(e).
- i) We will pay benefits in respect of eligible expenses less €1.00 in any insurance year.
- j) Optical: We will pay up to the benefit applicable, as listed under your Table of Benefits, for eye tests and/or prescription spectacles and contact lenses in each 2 year period. Eye tests must be carried out by an Optometrist registered with the Opticians Board or by an Ophthalmic Surgeon or Ophthalmic Physician registered with Vhi Healthcare.

## 7) Treatment outside Ireland

- a) We will pay for treatment a member receives outside Ireland if he/she needs the treatment because of an unexpected illness or injury, which happens during a temporary stay abroad.
- b) We will not provide cover if the member travels abroad to get treatment.

## 8) Exclusions

In addition to limitations on cover mentioned elsewhere, we will not pay benefits for any of the following:

- a) Treatment which is not medically necessary.
- b) Any treatment which is in any way related to artificially assisted reproduction.
- c) Contraceptive measures or their reversal.
- d) Experimental treatments.
- e) Psychologists' fees other than those covered by your plan as defined in this Rules book and your Table of Benefits.
- f) Any charge made for a medical report.
- g) Treatment of illnesses or injuries which are caused directly or indirectly by war, civil disturbance or any act of terrorism.
- h) Treatment/tests given by a practitioner to his/her wife/husband, children or parents.
- i) Expenses for which the member is not liable.
- j) Expenses which you are entitled to recover from a third party.
- k) MRI scans, PET scans and PET-CT scans.
- l) Orthodontic treatment.
- m) Vaccinations.
- n) Procedures listed in the Schedule of Benefits for Professional Fees.

## 9) Protection of your personal information

The information that we hold for you in relation to your HealthSteps contract becomes part of the personal data held by Vhi Healthcare and is automated. It is used only for the provision and administration of health insurance products and related services. Full details of Vhi Healthcare's use of data appear in the public register, which is maintained pursuant to the Data Protection Acts, 1988 and 2003.

## 10) Disputes

- a) If there is a dispute about whether we should pay all or part of a claim or you have any other complaints, you may refer the dispute to the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 (Tel (01) 6620899) to decide on the matter. The decision of the Financial Services Ombudsman is binding on all the parties, but where one party is dissatisfied with the decision it may be appealed to the High Court.
- b) If you do not wish to avail of the procedure outlined in rule 10(a), you may refer your dispute directly to the Courts.

## 11) General

- a) When you deal with us, you are acting for all the members who are included on your contract.
- b) We will send any letters and notices about your contract, by ordinary post, to the address which you give us.
- c) The member must notify Vhi Healthcare immediately of any change to his/her policy or circumstance which could alter the assumptions on which the contract is based or which are material to same.
- d) If any member makes, or tries to make, a dishonest application or claim we have the right to:
  - i) refuse to renew his/her HealthSteps membership and any other health insurance contract with us; or
  - ii) immediately cancel his/her HealthSteps membership and any other health insurance contract with us.We also have the right to refuse to pay any benefits for the member.
- e) If you ask us to remove a member from your contract, we have the right to tell the member that he/she is no longer covered.
- f) Your HealthSteps contract with Vhi Healthcare is separate from any other contract you may have with Vhi Healthcare.

## 12) Claims

### a) General Practitioner procedures (HealthSteps Gold only)

If you ask us to pay benefits in respect of procedures listed in the Schedule of Benefits for General Practitioners we will pay your claim directly to the General Practitioner on receipt of a completed claim form. You and your General Practitioner must complete the relevant sections of the claim form and the claim form should be submitted to us together with an original invoice for the service provided.

Under the Taxes Consolidation Act, 1997, Vhi Healthcare is required to pay benefits in respect of doctors' fees for General Practitioner procedures directly to the doctors concerned. We are also obliged to deduct Withholding Tax from these payments and remit it to the Revenue Commissioners.

We will send you details of the benefits we pay to the General Practitioner. If you pay the doctor directly, we must still pay the benefits to the doctor and you will then have to ask the doctor for a refund in respect of the full benefit paid by us.

### b) Other HealthSteps benefits

We will pay benefits for all other eligible expenses as a lump sum. Claims for all eligible expenses may be made at the end of each insurance year. However, if you have large expenses during the year, you may submit up to a maximum of one claim per quarter (based on your renewal date and subject to any relevant waiting period). We will only pay the benefits when you send us a claim form, which you have completed and signed, together with original receipts. All HealthSteps claims must be submitted within 3 months of the end of your renewal period.

- c) Please note that receipts will not be returned following assessment of your claim. Therefore, you may wish to retain copies prior to submission.
- d) If you or another member are entitled to claim under any other insurance policy for all or any of the costs, charges or fees for which you are insured under this contract, our liability shall apply as excess of, and not as contributory with such other insurance. When making a claim you must tell us if you have other insurance.
- e) If you or another member are entitled to claim under another insurance contract with Vhi Healthcare for any of the costs, charges or fees for which you are insured under this contract, the combined payment made to you cannot exceed the actual amount of the expense which you incurred.

## 13) Third Party Claims

- a) As outlined in Rule 8(j) expenses which are recoverable from a third party, are excluded from benefit, however:

### b) Legal Action/Proceedings

Where a claim is submitted to Vhi Healthcare in respect of treatment required as a result of an injury caused through the fault of another person and where you propose to pursue a legal claim against that party, Vhi Healthcare will pay benefit in accordance with these rules provided that you (or the subscriber if you are under 18 years):

- (i) complete in full and sign the injury section of the claim form which includes an undertaking to include all benefit paid by Vhi Healthcare in any claim against the third party responsible for causing the injury and
- (ii) submit a fully completed undertaking, which will be relied on by Vhi Healthcare once a copy of the Authorisation Form is received from the Personal Injuries Assessment Board, refer to rule 13(d) from your solicitor in the form prescribed by Vhi Healthcare:-

"In consideration of Vhi discharging the eligible hospital and medical expenses of my/our client, I /we hereby undertake to include as part of my/our client's claim the monies so paid by Vhi (details of which will be supplied to us by Vhi) and subject to any court order to the contrary, to repay to Vhi – out of the proceeds that come into our hands – all such monies paid by Vhi"
- (iii) notify Vhi Healthcare in writing if it is proposed that the case will be settled and
- (iv) provide Vhi Healthcare with full written details of any settlement.

### c) No Legal Action/Proceedings

Where a claim is submitted to Vhi Healthcare in respect of treatment you require as a result of an injury caused through the fault of another person, and you do not propose to pursue a claim against the third party and, in the view of our legal advisers, expenses are recoverable from that party, Vhi Healthcare will pay benefit in accordance with these rules provided that you (or the subscriber if you are under 18 years):

- (i) complete in full and sign the injury section of the claim form which includes an undertaking to include all benefit paid by Vhi Healthcare in any claim which may subsequently be made against the third party responsible for causing the injury and
- (ii) immediately notify Vhi Healthcare in writing of the instigation of any such claim and to repay the benefit paid by Vhi Healthcare in full, subject to any court order to the contrary.

#### d) Personal Injuries Assessment Board

Where you make your application to the Personal Injuries Assessment Board (“PIAB”), Vhi Healthcare will pay benefit in accordance with these rules provided that you (or the subscriber if you are under 18 years) complete in full and sign the injury section of the claim form. This undertaking provided by you also authorises Vhi Healthcare to provide the PIAB with details of all monies paid by Vhi Healthcare relating to your application, and for the PIAB to release to Vhi Healthcare details of the PIAB assessment in relation to the monies paid by Vhi Healthcare. Where the PIAB decides that the case is more appropriately dealt with by the court, due to some legal dispute and issues a letter of Authorisation, Vhi Healthcare will rely on the undertaking that has been provided by your solicitor, in accordance with 13b(ii) above, and a copy of the Authorisation from PIAB to proceed to the courts.

#### e) Criminal Injuries Compensation Tribunal Claims

If you are pursuing a claim through the Criminal Injuries Compensation Tribunal, Vhi Healthcare will pay benefit in accordance with these rules provided that you (or the subscriber if you are under 18 years) complete in full and sign the injury section of the claim form and provide Vhi Healthcare with a copy of the written confirmation from the Criminal Injuries Compensation Tribunal. The undertaking provided by you also authorises Vhi Healthcare to seek details of any settlement directly from the Criminal Injuries Compensation Tribunal and for the Criminal Injuries Compensation Tribunal to release this information to us. In circumstances where such a case is unsuccessful, Vhi Healthcare will not seek a refund of the benefit paid.

#### f) Threshold Amount

Undertakings and refunds will not be sought if the total eligible benefit payable in respect of an accident does not exceed the threshold amount of €1,000. However if subsequent claims are submitted in respect of the same incident, which would increase the total benefit payable to €1,000 or more, an undertaking must be completed.

#### g) Unsuccessful/Withdrawn Claims

If a claim against a third party is not successful or is withdrawn, Vhi Healthcare will not seek a refund of the benefit paid provided that you arrange for full written details of the case to be supplied by your solicitor to the satisfaction of Vhi Healthcare outlining the reasons why the case was unsuccessful or was discontinued.

#### h) Disclosure

It is the responsibility of a member to disclose to Vhi Healthcare full details of any action to be pursued against a third party in relation to any incident/accident in respect of which Vhi Healthcare has paid benefit. Failure to do so will result in the refusal of any subsequent claims relating to the accident/incident.

## Appendix 1: Approved Out-Patient Centres

	Radiology	Pathology
Charlemont Clinic, Charlemont Mall, Dublin 2	Yes	Yes
Claymon Laboratories, Sandyford Industrial Estate, Dublin 18	–	Yes
Dept. of International Health and Tropical Medicine, RCSI, Mercers Health Centre, Stephen’s Street Lower, Dublin 2	–	Yes
Dept. of Medicines & Therapeutics, U.C.D., Belfield, Dublin 4	–	Yes
Dept. of Pathology, RCSI, Education & Research Centre, Smurfit Building, Beaumont Hospital, Dublin 9	–	Yes
Dept. of Pathology, RCSI, St. Stephen’s Green, Dublin 2	–	Yes
Merlin Park Imaging Centre, Galway	Yes	–
Northwood Imaging, Northwood Park, Santry Demesne, Dublin 9	Yes	–
Research Foundation, Royal Victoria Eye & Ear Hospital, Dublin 2	Yes	–
South Terrace Medical Centre, Infirmary Road, Cork	Yes	–
The Tropical Diagnostic Laboratory, Dun Laoghaire Medical Centre, 5 Northumberland Avenue, Dun Laoghaire, Co. Dublin	–	Yes
Vascular Diagnostics, St. James’s Hospital, Dublin 8	Yes	–
Vitamin Research Lab., Ground Floor Lab 01.09 Institute of Molecular Medicine, Trinity Centre, St. James’s Hospital, Dublin 8	–	Yes

**Also the out-patient departments of all Vhi Healthcare approved private hospitals are approved out-patient centres.**

## Voluntary Health Insurance Board An Bord Árachais Sláinte Shaorálaigh

Postal Address: IDA Business Park, Purcellsinch,  
Dublin Road, Kilkenny.

Telephone Number: **CallSave 1850 33 66 44**  
Lines open: 8am – 6pm Monday – Friday  
9am – 3pm Saturday

Website: [www.vhi.ie](http://www.vhi.ie)  
E-mail: [info@vhi.ie](mailto:info@vhi.ie)



<b>Dublin</b>	Vhi House, Lower Abbey Street, Dublin 1. Fax (01) 799 4091
<b>Cork</b>	Vhi House, 70 South Mall, Cork. Fax (021) 427 7901
<b>Dun Laoghaire</b>	35/36 Lower George's Street, Dun Laoghaire, Co. Dublin. Fax (01) 619 7456
<b>Galway</b>	Vhi House, 10 Eyre Square, Galway. Fax (091) 564 307
<b>Kilkenny</b>	IDA Business Park, Purcellsinch, Dublin Road, Kilkenny. Fax (056) 776 1741
<b>Limerick</b>	Gardner House, Charlotte Quay, Limerick. Fax (061) 310 361