



## Terms of Business

This document outlines the ‘terms of business’ between you and Irish Life Health dac (“**Irish Life Health**”). Irish Life Health is a health insurance company which underwrites non-life insurance in classes 1 & 2. Irish Life Health part of the Irish Life Group has its registered office at Irish Life Centre, Lower Abbey Street, Dublin 1. Its Company Registration Number is: 376607. Its VAT number is 6396607G. Irish Life Health may be contacted by phone on 01 5625100 or by emailing [heretohelp@irishlifehealth.ie](mailto:heretohelp@irishlifehealth.ie)

### **AUTHORISATION**

Irish Life Health is regulated by the Central Bank of Ireland. Irish Life Health has been entered onto the Register of Health Benefit Undertakings maintained by the Health Insurance Authority.

### **CODES OF CONDUCT**

Irish Life Health is subject to a number of the Central Bank of Ireland’s codes of conduct including the Consumer Protection Code 2012 and the Minimum Competency Code 2017. These codes of conduct are in place to protect consumers when dealing with regulated financial service providers. Copies of these codes are available on the Central Bank of Ireland’s website, [www.centralbank.ie](http://www.centralbank.ie)

### **REGULATED ACTIVITIES**

Irish Life Health is a health insurance provider. If you have purchased a hospital plan, your policy covers you for in-patient and out-patient medical expenses. If you have purchased a day-to-day plan this covers some of your day-to-day medical expenses.

### **YOUR CONTRACTUAL DOCUMENTATION**

Your contractual documentation includes: the Membership Handbook (including the list of medical facilities), your completed application form, your Membership Certificate, your Table of Cover, the Schedule of Benefits, the General Practitioners booklet and the Terms of Business. The Membership Handbook must be read in conjunction with the Table of Cover which sets out the

level of benefits you are entitled to under your plan and states which medical facilities are covered under your plan. Your Membership Certificate will set out your plan, membership number, your commencement date and your next renewal date. The Schedule of Benefits sets out the medical criteria that must be met before the procedures and treatments will be covered by Irish Life Health and the procedures and treatments that must be pre-approved by Irish Life Health before they will be covered. The Schedule of Benefits can be accessed on Irish Life Health's website at [www.irishlifehealth.ie](http://www.irishlifehealth.ie) or a hard copy is available from Irish Life Health on request.

## CHARGES

The contract relating to your membership of your Irish Life Health policy is for a 12 month contractual term, the details of which are specified on your membership certificate. Irish Life Health will charge you a premium for this policy. If you cancel your policy prior to the end of the policy year, or do not pay your premium in accordance with the terms of your policy for the full duration of the policy year, Irish Life Health will not pay any claims made in respect of the period following the date of cancellation or non-payment and will seek recovery of the health insurance levy calculated on a pro-rata basis for each adult, student and child on your policy, for the remainder of the time left on the policy, together with an administration fee of €25 euro per policy. This is known as a mid-term cancellation charge. Details of the annual amount of the health insurance levy are set out in your membership certificate.

Where contracts are terminated mid-term, we will also charge for service supplied in accordance with the contract, such charge being proportionate to the time on cover. Irish Life Health reserves the right to deduct the amount representing the cancellation charge referred to above against the amount (if any) due to be refunded to you as a result of your cancellation of your policy. In all other circumstances, an invoice will be issued to you in respect of the cancellation charge.

## PERSONAL DATA

We use your personal information and the personal information of other members on your plan to provide you with health insurance plans, customer service and to assess and pay claims. This personal information includes but is not limited to, your name, date of birth and contact details. We may in certain circumstances share your personal information with other health insurers for the purposes of verifying lifetime community rating loading information and determining waiting periods to the extent permitted by law. If you give us false information or fail to disclose information, we will record this.

To help improve the level of service we provide, we may on occasions contact you for participation in consumer satisfaction or research surveys. Your details may be used for these purposes for 12 months after your policy has ended.

In certain instances, we may need to collect personal information, including medical or other sensitive personal information, from third parties about you and any other member named on your policy. This information will remain strictly confidential and will only be sought and used in order to provide the services set out in your contract with us and for administration of this policy.

To see our full Privacy Notice please visit <http://www.irishlifehealth.ie/privacy-and-legal/privacy-statement/>

## **CONFLICTS OF INTEREST**

It is our policy to avoid any conflict of interest when providing business services to our customers. We have policies in place for our employees in relation to conflicts of interest. These are designed to ensure that potential conflicts of interest between you and us or our employees are avoided. However, if an unavoidable conflict arises we will advise you of this in writing before providing any business service.

## **PREMIUM DEFAULT**

If you do not pay your premium on time Irish Life Health may cancel your policy with effect from the date the first missed payment was due and not received, and you will not be entitled to claim under that policy. You may also be subject to the cancellation charge as detailed above.

## **CANCELLATION**

Both you and Irish Life Health can cancel the policy by notice at any time, subject to the applicable charges set out above. In order to cancel your policy, you should write to The Customer Services Manager, Irish Life Health, PO Box 13028, Dublin 1 or telephone us on **01 5625100**.

## **REMUNERATION**

If you buy your health insurance policy directly from us, the relevant Irish life Health employee will receive remuneration. If you buy your health insurance through a broker, we will pay them commission.

## **COOLING OFF**

You can cancel your policy within 14 days from the date the contract was entered into or from the date you are given the policy documentation, whichever is the later. This is known as the cooling off period. If during the cooling off period of 14 days you cancel your policy with effect from its start date, we will provide a full refund of premium paid. However, if you or any member has made a claim you will not be entitled to a refund of the premium paid.

During the cooling off period, should you wish to terminate your policy with effect from a date later than the start date, we will impose a charge for providing any service supplied in accordance with the contract, such charge being proportionate to time on cover. We will also charge a mid-term cancellation charge as outlined under the "Charges" section.

## COMPLAINTS POLICY

We aim to give excellent service to all our members; however, we recognise that things may occasionally go wrong. We will do our best to deal with your complaint as effectively and quickly as possible.

If you arranged your cover through a broker initially then you should direct your complaint to the broker through whom you arranged your cover.

Alternatively you can contact the Complaints Team:

- > By phone on **01 5625100**
- > By email: [heretohelp@irishlifehealth.ie](mailto:heretohelp@irishlifehealth.ie)
- > By post at: **The Complaints Team, P.O Box 13028, Dublin 1**

If you remain dissatisfied with us, you may refer your complaint to:

**Financial Services and Pensions Ombudsman**

Lincoln House, Lincoln Place, Dublin 2, D02 VH29

**Tel:** (01) 567 7000

**Email:** [info@fspo.ie](mailto:info@fspo.ie)

**Website:** [www.fspo.ie](http://www.fspo.ie)

## LAW APPLICABLE & LANGUAGE OF TERMS AND CONDITIONS/COMMUNICATIONS

Please note that Irish law will apply to your health insurance contract and Irish Courts will have jurisdiction to hear any disputes regarding the contents unless otherwise stated in our policy terms and conditions. All contractual terms and conditions and communications shall be in English.

Any information given in relation to quotations is valid for 1 day only. All quotations are valid only for and on the day of issue.

**This Terms of Business is effective from 1st September 2020.**