



DÁIL ÉIREANN

AN BILLE ÁRACHAIS SLÁINTE (LEASÚ), 2012 HEALTH INSURANCE (AMENDMENT) BILL 2012

LEASUITHE COISTE COMMITTEE AMENDMENTS

DÁIL ÉIREANN

AN BILLE ÁRACHAIS SLÁINTE (LEASÚ), 2012 —ROGHFHOCHOISTE

HEALTH INSURANCE (AMENDMENT) BILL 2012 —SELECT SUB-COMMITTEE

Leasuithe Amendments

SECTION 2

1. In page 4, line 35, to delete “old.” and substitute the following:

“old,

- (e) the imperative to ensure that all persons receive, in due time and to the highest standard possible, health services on the basis of need alone and not on the basis of ability to pay.”

—Caoimhghín Ó Caoláin.

SECTION 3

2. In page 5, between lines 31 and 32, to insert the following:

“ “ ‘authorised officer’ means a person appointed under section 18E to be an authorised officer;”

—An tAire Sláinte.

SECTION 4

3. In page 6, lines 10 to 12, to delete paragraphs (b) and (c).

—Caoimhghín Ó Caoláin.

SECTION 6

4. In page 8, to delete lines 4 and 5 and substitute the following:

“ ‘advanced cover’ shall be construed in accordance with section 11E(4);”

—An tAire Sláinte.

5. In page 8, line 38, after “stay” to insert “, on or after 31 March 2013.”

—An tAire Sláinte.

6. In page 8, line 42, to delete “1 January” and substitute “31 March”.

—An tAire Sláinte.

7. In page 8, between lines 44 and 45, to insert the following:

“ ‘non-advanced cover’ shall be construed in accordance with section 11E(4);”

—An tAire Sláinte.

8. In page 9, to delete lines 6 and 7 and substitute the following:

[SECTION 6]

“ ‘private hospital accommodation’ means—

- (a) accommodation in a private hospital, whether or not in a bed, or
- (b) accommodation in a publicly funded hospital in a bed which is designated, pursuant to Article (8)(i) of the Health Services (In-Patient) Regulations 1991 (S.I. No. 135 of 1991), as a designated private bed;”.

—An tAire Sláinte.

SECTION 7

9. In page 10, paragraph (a)(i), line 42, to delete “ “90” ” and substitute “ “60” ”.

—An tAire Sláinte.

SECTION 9

10. In page 11, before section 9, to insert the following new section:

“9.—Section 7A of the Principal Act is amended, in subsection (7):

- “(c) notwithstanding the introduction of Universal Health Insurance, require that the registered undertaking concerned, to take into account the circumstances referred to in subsection (4).”.

—Denis Naughten.

11. In page 11, to delete lines 13 to 48 and in page 12, to delete lines 1 to 42 and substitute the following:

“ “7AB.—(1) A registered undertaking shall not offer in the State a new type of health insurance contract (and regardless of whether the contract is already offered outside the State by the undertaking or any other person) unless it has submitted a sample of the contract to the Authority not later than 30 days before first making such offer.

(2) Subject to subsection (3), a registered undertaking shall not change in any material particular the benefits payable under a type of health insurance contract that it offers in the State unless it has submitted a sample of the contract as so changed (in this Act referred to as a ‘changed existing contract’) to the Authority not later than 30 days before first making such change.

(3) (a) A registered undertaking shall not in any calendar year change the benefits payable under a type of relevant contract (non-advanced cover) that it offers in the State such that it becomes a type of relevant contract (advanced cover) except—

(i) in the case of the calendar year 2013, with effect from 31 March 2013, and

(ii) in the case of any subsequent calendar year, with effect from 1 January of that subsequent calendar year.

[SECTION 9]

(b) A registered undertaking shall not in any calendar year change the benefits payable under a type of relevant contract (advanced cover) that it offers in the State such that it becomes a type of relevant contract (non-advanced cover) except—

(i) in the case of the calendar year 2013, with effect from 31 March 2013, and

(ii) in the case of any subsequent calendar year, with effect from 1 January of that subsequent calendar year.

(4) Without prejudice to section 7(1)(a), a registered undertaking may vary the premium payable for effecting a type of health insurance contract if it gives notice in writing of the variation to the Authority not less than 30 days before the variation takes effect.

(5) Notwithstanding subsection (1), a registered undertaking which has made an offer in the State to effect a health insurance contract of a particular type and which has maintained the offer for not less than the 60 consecutive days required by section 7(1)(a)(i)(I) may cease to make that offer in the State if it gives notice in writing of the cesser to the Authority not less than 30 days before the cesser takes effect.

(6) Without prejudice to the operation of subsection (5), the notice in writing required to be given to the Authority under that subsection by a registered undertaking in respect of a cesser referred to in that subsection may be given before the expiration of the 60 consecutive days referred to in that subsection.

(7) Nothing in subsections (2) to (6) shall be construed to prejudice a health insurance contract of the type referred to in subsection (5) effected before the cesser referred to in subsection (5) takes effect and, accordingly, the contract continues in being in accordance with the terms and conditions on which it was effected.”.”

—An tAire Sláinte.

SECTION 13

12. In page 14, line 50, to delete “the Table” and substitute “Table 2*”.

—An tAire Sláinte.

[*Note: This is a reference to a Table proposed to be inserted by a amendment No. 20.]

SECTION 15

13. In page 17, line 3, to delete “11F” and substitute “11G”.

—An tAire Sláinte.

14. In page 17, to delete lines 31 to 47 and substitute the following:

“11C.—(1) (a) Where a registered undertaking effects, before 31 March 2013, a relevant contract for any period commencing on or after 1 January 2013, it shall, in respect of each insured person who falls within a class of insured person specified in column 1 of Table 1* set out in Schedule 4, not collect from the policy holder such part of the premium payable (or, if

[SECTION 15]

that premium is payable by instalments, not so collect pro rata from the instalments) in respect of the provision of health insurance cover under that contract to that person—

- (i) as is equal to the amount (if any) specified in column 2 of that Table opposite that class of insured person, and
 - (ii) on the basis that that part of the premium payable is payable from the Fund.
- (b) Where a registered undertaking effects, on or after 31 March 2013, a relevant contract for any period commencing on or after that date, it shall, in respect of each insured person who falls within a class of insured person specified in column 1 of Table 2* set out in Schedule 4, not collect from the policy holder such part of the premium payable (or, if that premium is payable by instalments, not so collect pro rata from the instalments) in respect of the provision of health insurance cover under that contract to that person—
- (i) as is equal to the amount (if any) specified in column 2 of that Table opposite that class of insured person, and
 - (ii) on the basis that that part of the premium payable is payable from the Fund.”.

—An tAire Sláinte.

[*Note: This is a reference to a Table proposed to be inserted by a amendment No. 20.]

15. In page 21, to delete lines 39 to 41 and substitute “expiration of 30 days after the”.

—An tAire Sláinte.

16. In page 22, to delete lines 12 and 13 and substitute the following:

“the expiration of 30 days after the changed existing contract was”.

—An tAire Sláinte.

17. In page 22, to delete lines 33 to 52 and in page 23, to delete lines 1 and 2 and substitute the following:

“(4) For the purposes of this Act—

- (a) a relevant contract which provides health insurance cover for—
 - (i) not more than 66 per cent of the full cost for hospital charges in a private hospital, or
 - (ii) not more than the prescribed minimum payments within the meaning of the Health Insurance Act 1994 (Minimum Benefit) Regulations 1996 (S.I. No. 83 of 1996),

whichever is the greater, is a relevant contract which provides for non-advanced cover, and

- (b) any other relevant contract is a relevant contract which provides for advanced cover,

[SECTION 15]

and references in this Act to ‘non-advanced cover’ and ‘advanced cover’ shall be construed accordingly.”.

—An tAire Sláinte.

18. In page 23, to delete lines 10 to 20 and substitute the following:

- “(b) the information returns to be made by registered undertakings or former registered undertakings to the Authority in respect of relevant contracts, or a class of relevant contracts, offered or entered into by them,
- (c) the provision of other information by a registered undertaking or former registered undertaking required by the Authority in respect of a particular claim or class of claims, and
- (d) the making of enquiries by the Authority and the keeping of records by registered undertakings or former registered undertakings, in respect of claims or a class of claims.”.

—An tAire Sláinte.

19. In page 23, between lines 20 and 21, to insert the following:

“Power to specify form of documents for purposes of Risk Equalisation Scheme.

11G.—(1) The Authority may specify the form of documents (including the form of a claim referred to in section 11C(2)) required for the purposes of the Risk Equalisation Scheme as the Authority thinks appropriate.

(2) The Authority’s power under subsection (1) may be exercised in such a way as to—

- (a) include in the specified form of any document referred to in that subsection a statutory declaration—
 - (i) to be made by the person completing the form, and
 - (ii) as to whether the particulars contained in the form are true and correct to the best of that person’s knowledge and belief,and
- (b) specify 2 or more forms of any document referred to in that subsection, whether as alternatives, or to provide for particular circumstances or particular cases, as the Authority thinks appropriate.

(3) The form of a document specified under this section shall be—

- (a) completed in accordance with such directions and instructions as are specified in the document,
- (b) accompanied by such other documents as are specified in the document, and
- (c) if the completed document is required to be provided to—
 - (i) the Authority,
 - (ii) another person on behalf of the Authority, or

[SECTION 15]

(iii) any other person,

so provided in the manner (if any) specified in the document.”.”.

—An tAire Sláinte.

SECTION 21

20. In page 47, to delete lines 1 to 64 and to delete pages 48 to 50 and substitute the following:

“Section 11C.

SCHEDULE 4

AMOUNT OF PREMIUM TO BE PAID FROM FUND IN RESPECT OF CERTAIN CLASSES OF INSURED PERSON BASED ON AGE AND SEX OF INSURED PERSONS AND THEIR TYPE OF INSURANCE COVER ON DATE CONTRACT IS EFFECTED

TABLE 1

AMOUNT APPLICABLE FOR PERIOD FROM AND INCLUDING 1 JANUARY 2013 TO AND INCLUDING 30 MARCH 2013

Class of Insured Person	Amount of premium to be paid from Fund
Male aged 50 years and over but less than 55 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	Nil
Male aged 50 years and over but less than 55 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	Nil
Female aged 50 years and over but less than 55 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	Nil
Female aged 50 years and over but less than 55 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	Nil
Male aged 55 years and over but less than 60 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	Nil
Male aged 55 years and over but less than 60 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	Nil

[SECTION 21]

Female aged 55 years and over but less than 60 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	Nil
Female aged 55 years and over but less than 60 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	Nil
Male aged 60 years and over but less than 65 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	€600.00
Male aged 60 years and over but less than 65 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	€600.00
Female aged 60 years and over but less than 65 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	€600.00
Female aged 60 years and over but less than 65 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	€600.00
Male aged 65 years and over but less than 70 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	€975.00
Male aged 65 years and over but less than 70 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	€975.00
Female aged 65 years and over but less than 70 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	€975.00
Female aged 65 years and over but less than 70 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	€975.00

[SECTION 21]

Male aged 70 years and over but less than 75 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	€1,400.00
Male aged 70 years and over but less than 75 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	€1,400.00
Female aged 70 years and over but less than 75 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	€1,400.00
Female aged 70 years and over but less than 75 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	€1,400.00
Male aged 75 years and over but less than 80 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	€2,025.00
Male aged 75 years and over but less than 80 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	€2,025.00
Female aged 75 years and over but less than 80 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	€2,025.00
Female aged 75 years and over but less than 80 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	€2,025.00
Male aged 80 years and over but less than 85 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	€2,400.00
Male aged 80 years and over but less than 85 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	€2,400.00

[SECTION 21]

Female aged 80 years and over but less than 85 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	€2,400.00
Female aged 80 years and over but less than 85 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	€2,400.00
Male aged 85 years and over on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	€2,700.00
Male aged 85 years and over on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	€2,700.00
Female aged 85 years and over on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	€2,700.00
Female aged 85 years and over on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	€2,700.00

TABLE 2

AMOUNT APPLICABLE ON AND AFTER 31 MARCH 2013

Class of Insured Person	Amount of premium to be paid from Fund
Male aged 50 years and over but less than 55 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	
Male aged 50 years and over but less than 55 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	
Female aged 50 years and over but less than 55 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	
Female aged 50 years and over but less than 55 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	

[SECTION 21]

Male aged 55 years and over but less than 60 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	
Male aged 55 years and over but less than 60 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	
Female aged 55 years and over but less than 60 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	
Female aged 55 years and over but less than 60 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	
Male aged 60 years and over but less than 65 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	
Male aged 60 years and over but less than 65 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	
Female aged 60 years and over but less than 65 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	
Female aged 60 years and over but less than 65 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	
Male aged 65 years and over but less than 70 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	
Male aged 65 years and over but less than 70 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	

[SECTION 21]

Female aged 65 years and over but less than 70 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	
Female aged 65 years and over but less than 70 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	
Male aged 70 years and over but less than 75 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	
Male aged 70 years and over but less than 75 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	
Female aged 70 years and over but less than 75 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	
Female aged 70 years and over but less than 75 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	
Male aged 75 years and over but less than 80 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	
Male aged 75 years and over but less than 80 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	
Female aged 75 years and over but less than 80 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	
Female aged 75 years and over but less than 80 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	

[SECTION 21]

Male aged 80 years and over but less than 85 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	
Male aged 80 years and over but less than 85 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	
Female aged 80 years and over but less than 85 years on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	
Female aged 80 years and over but less than 85 years on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	
Male aged 85 years and over on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	
Male aged 85 years and over on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	
Female aged 85 years and over on the date the relevant contract (being a relevant contract (non-advanced cover)) is renewed or entered into, as the case may be	
Female aged 85 years and over on the date the relevant contract (being a relevant contract (advanced cover)) is renewed or entered into, as the case may be	

””

—An tAire Sláinte.