

UNDERTAKING

In consideration of The Voluntary Health Insurance Board t/a Vhi Healthcare discharging the eligible hospital and medical expenses of my client, I hereby agree to include as part of my client,’s claim, monies so paid by Vhi Healthcare (details of which will be supplied to me by Vhi Healthcare) and subject to any court order to the contrary, to repay to Vhi Healthcare - out of the net proceeds of the settlement that come into my hands - all monies recovered in respect of such expenses paid by Vhi Healthcare.

I have obtained written instructions from my client to provide Vhi Healthcare with this undertaking and I am authorised to negotiate the settlement to include monies owing to Vhi Healthcare.

I further agree to keep Vhi Healthcare fully informed of both the status, and any developments in, my client’s claim. I agree to contact Vhi Healthcare immediately upon it being known to me that monies so paid by Vhi Healthcare may not be fully recoverable.

In further consideration of the above I agree to inform Vhi Healthcare as soon as reasonably practicable of any arrangements for settlement discussions or hearing dates.

In the event that the net proceeds recovered is less than the amount of payments made by Vhi Healthcare, I agree to furnish to Vhi Healthcare my Certificate in the format agreed between the Law Society and Vhi Healthcare confirming that the net proceeds recovered is the amount actually recovered.

In addition, I agree to furnish a Certificate from Counsel (if Counsel was instructed in relation to the settlement/hearing), confirming the veracity of the net proceeds recovered.

Upon receipt by Vhi Healthcare of this refund, a non-negotiable recovery fee of €450.00 (inclusive of V.A.T) will be paid to the undersigned in full and final payment. This undertaking will then be considered to have been discharged.

Solicitor’s Name: _____ Solicitor’s Signature: _____

Company Name: _____ Date: _____

Address: _____

Form of Certificate Agreed Between Law Society of Ireland and Vhi Healthcare

CERTIFICATE

I/We hereby certify that the sum of €.... represents the net proceeds ("the net proceeds") recovered in respect of payments made by Vhi Healthcare.

I/We as Solicitor(s) for, am/are giving this Certificate for the benefit of the VHI Healthcare, having regard to the Vhi Healthcare Reimbursement Procedure published by the Law Society to be followed when completing Certificates for Vhi Healthcare.

This Certificate is being given by me/us in my/our sole capacity as Solicitor(s) for ...

Signature:

Name of Solicitor signing:

State whether Principal/Partner:

Name of Firm:

Address of Firm:

Dated thisday of20 ..

Vhi Healthcare Reimbursement Procedure

1. It is recognised that, in the majority of cases, the total sum paid out by Vhi Healthcare and repayable by the claimant should be recoverable in full from a third party. The form of undertaking enclosed is not intended to represent a departure from this general position.
2. However, it is accepted that there are select instances in which repayment of the gross sum paid out by Vhi Healthcare would represent an injustice to the claimant, and in the circumstances, the undertaking enclosed envisages that such situations must be considered and provision made for them.
3. Having regard to these instances, the undertaking allows for a sum less than the gross sum to be repaid to the Vhi Healthcare but only where it can be justified by reference to external factors which clearly mandate such a reduction.
4. Therefore the "net proceeds" payable in those circumstances shall be calculated by reference to any relevant factors which may justifiably reduce the gross sum sought, such factors to include, but not limited to, liability between the parties in the substantive action, causation of the injuries in the substantive action, and any other factor which may reduce special damages payable to the client.
5. In any instances where the gross sum sought by Vhi Healthcare is sought to be reduced by reference to the factors referred to in paragraph 4, then there is a requirement that the claimant's solicitor will certify that such deductions are proper and correct and may be justified by reference to the relevant factors referred to in paragraph 4. In cases where counsel has been briefed, a Certificate from counsel in similar terms will be required (where both Senior Counsel and Junior Counsel are briefed, a Certificate from Senior Counsel will suffice).
6. Every practising solicitor completing a certificate must at all times be aware of the importance and solemnity of the proper exercise of certification and be conscious that any incorrect certification could have serious professional consequences.
7. Solicitors should make their client, who is a member of Vhi Healthcare, aware, at the outset, of the importance of carefully completing Vhi Healthcare claim forms so as to ensure that in any instances where a third party claim is being made, that this is denoted on the appropriate forms. Where Vhi Healthcare has not already been made aware by its member that a third party claim is being made by the member, it is incumbent on the solicitor to notify the Vhi Healthcare that such a claim is now being made. It is important that appropriate guidance is given to such claimant in order that they fully comply with the terms of their policy.
8. In circumstances where a reduced settlement is anticipated the solicitor must provide as much advance notice as reasonably practicable to Vhi Healthcare of any settlement or discussions or hearing dates.

This process will be reviewed annually by the Law Society and Vhi Healthcare and renewal will be subject to compliance.
