

Dental Guide for Companies

Wellbeing Range

Contents

03-05 Contractual Terms and Conditions

06-07 Benefit Table

08-12 Policy Terms and Conditions

13-14 Application Form



**INVESTORS
IN PEOPLE**



Denplan

At the heart of dental care

Contractual Terms & Conditions

1. Appointment

These terms and conditions set out the terms upon which the **Company** shall arrange for the provision of **Dental Insurance** under the **Group Policy** to **Included Employees**. The **Company** reserves the right at all times and in its sole discretion not to accept an **Included Employee** for **Dental Insurance**.

2. Definitions and Interpretation

Business Day - means a day (other than a Saturday, Sunday or a public holiday in England) when the banks in London are open for business.

Commencement Date - means the date from which cover under the **Group Policy** is confirmed in writing by the **Company**.

Company - means Denplan Limited.

Customer - means the named policyholder of the **Group Policy** whose **Included Employees** are insured under that **Group Policy**.

Dental Insurance - means the policy of general insurance relating to emergency, routine and/or restorative dental treatment (as set-out in the benefits table, in conjunction with, and delivered in line with the policy terms and conditions) underwritten by **Simplyhealth**.

DPA - means the Data Protection Act 1998.

Group Policy - means the policy of **Dental Insurance** provided by the **Company** for the benefit of the **Persons Insured**.

Included Employees - means the employees of the **Customer** who are included under the **Group Policy**.

IPT - means insurance premium tax at the prevailing rate as provided for by the Finance Act 1994 and all subsequent legislation, regulation and published practice of HM Revenue & Customs relative to the taxation of insurance premiums and any other similar tax payable in respect of insurance premiums which replaces or is introduced in addition thereto.

Parties - means both the **Company** and the **Customer**.

Person Insured - means an **Included Employee**, and any spouse or dependants of the **Included Employee** having the benefit of such **Group Policy**, who has been accepted by the **Company** under the **Group Policy**.

Personal Data - has the meaning given to such term in the **DPA**.

Simplyhealth - means Simplyhealth Access.

Year - means a period of twelve calendar months from the **Commencement Date**, or any anniversary of the **Commencement Date**.

The singular shall include the plural, the masculine gender shall include the feminine and vice versa. The headings are for convenience only and shall not affect the construction of this agreement. Any reference in this agreement to a clause or sub-clause shall be construed as a reference to a clause or sub-clause of this agreement.

3. Benefit

Subject to the **Customer** paying to the **Company** the insurance premium (plus **IPT**) shown and provided the **Customer** complies with these terms and conditions, the **Company** shall provide the level of cover shown in the **Group Policy** to each **Person Insured**.

4. Duties of the Customer

The **Customer** shall:

- 4.1 only offer **Dental Insurance** under the **Group Policy** to such employees of the **Customer** that meet the eligibility criteria set out in the **Group Policy** or as advised in writing by the **Company** from time to time;
- 4.2 if directed by the **Company**, complete and issue to **Persons Insured** insurance documents in the form supplied and within the time period prescribed by the **Company**;
- 4.3 observe and comply with the terms of this agreement and any other relevant rules or regulations which the **Company** may from time to time stipulate in connection with this agreement or the businesses of the **Company**;
- 4.4 pay, by the due date, to the **Company** in Pounds Sterling the full premiums plus **IPT** payable in relation to all funded and/or voluntary policies and comply with the terms of clause 12 in the absence of such payments;
- 4.5 retain in safe keeping any unissued policy documents provided by the **Company**;
- 4.6 give to the **Company** such information as the **Company** may reasonably request which is acquired by the **Customer** in connection with the

issue of insurance cover and relating to any business transacted by the **Customer** pursuant to this agreement and/or to any **Persons Insured**;

- 4.7 comply with all applicable statutes, laws and regulations affecting the **Group Policy** and the subject matter of this agreement;
- 4.8 accept direct responsibility for any breaches by the **Customer** of the terms and conditions of this agreement;
- 4.9 accept that premiums detailed on the application form are inclusive of **IPT**;
- 4.10 accept that the **Company** reserves the right to vary the amount of **IPT** charged in the event that the prevailing rate is changed; and
- 4.11 bear the cost of any bank charges applicable to the payment of the premiums plus **IPT**. For the avoidance of doubt, such bank charges shall include but are not limited to any charges relating to the conversion of currency or the electronic transfer of money to the **Company**.

5. Limit of Customer's authority

Without prejudice to its duties as set out in clause 4 above, the **Customer** shall not and has no authority to do any of the following:

- 5.1 offer insurance cover to a **Person Insured** if and to the extent that benefits exceeding those set out in a **Group Policy** would be payable to an **Included Employee** (whether under the **Group Policy** or under any other insurance policy issued by the **Company** to the **Customer**);
- 5.2 offer insurance cover under the **Group Policy** to such **Included Employees** that do not meet the eligibility criteria set out in the **Group Policy** or as advised in writing by the **Company** from time to time;
- 5.3 vary the **Company's** standard copy **Group Policy** documents, Certificate of Insurance, Terms and Conditions of Business or sales literature or vary or discharge any contract to which the **Company** is a **Party**;
- 5.4 commence or attempt to defend any legal action in the name of or on behalf of the **Company**; or
- 5.5 cause any advertisement, circular, form or any document or materials whatsoever relating to the business of the **Company** to be published or printed without the prior written consent of the **Company**.

6. Included Employees and Person Insured

- 6.1 The **Customer** shall advise the **Company** in writing of:
 - (a) the title, forename, surname, address, date of birth, and gender of the **Persons Insured**;
 - (b) the email address of the **Included Employees** (where email fulfilment has been selected by the **Customer**); and
 - (c) the selected plan of **Persons Insured**.
- 6.2 Unless otherwise agreed, the **Customer** shall provide the information prescribed in sub-clauses 6.1(a) and (b) above to the **Company** on a monthly basis, due on the same day each month as determined by the date of the **Customer's** first monthly submission. Subject to clause 21 below, in the event that the **Customer** fails to provide such information within 5 **Business Days** of the monthly due date, the **Company** may at any time suspend benefits and claims payments for **Persons Insured**, unless otherwise agreed with the **Customer**. In the event that such failure to provide such information continues for more than 30 days of the monthly due date, the **Company** may cancel the **Group Policy**.
- 6.3 The **Customer** is responsible for setting any eligibility criteria for its employees to join the **Group Policy** and the **Company** shall not monitor or enforce the eligibility criteria set by the **Customer**, either in service or document provision.
- 6.4 The **Customer** warrants that all information it supplies to the **Company** concerning **Included Employees** and **Persons Insured** shall be complete and accurate.
- 6.5 Where an employee becomes an **Included Employee** other than at the commencement of a **Year**, the **Customer** shall notify to the **Company** the information specified in sub-clause 6.1 within 5 **Business Days** of the end of the month in which the employee becomes an **Included Employee**. Unless advised otherwise, the **Included Employee** shall be insured as from the 1st of the month following the **Customer's** notice. Premiums shall be calculated by reference to whole calendar months.
- 6.6 Where an **Included Employee** or **Person Insured** is to be withdrawn:
 - (a) other than at the end of a **Year**, the **Customer** shall notify the **Company** in writing, within 5 **Business Days** of the end of the month when the **Included Employee** or **Person Insured** is to be withdrawn; and
 - (b) the **Customer** shall remain liable for subscription and any premium plus **IPT** due in respect of the **Person Insured** until the withdrawal takes effect.

7. Inspection

- 7.1 The **Company** reserves the right to examine and inspect the **Customer's** procedures for the offering of insurance cover under the **Group Policy**, including but not limited to procedures in respect of the issuing of certificates of insurance and the payment of premium for the relevant number of **Persons Insured**.
- 7.2 The **Customer** shall provide all such information as is reasonably required by the **Company** to conduct the inspection set out above within 10 **Business Days** of a written request from the **Company**.

8. Documents and Materials

- 8.1 During the continuance of this agreement the **Company** shall issue to all **Included Employees** policy documents, certificates of insurance and sales literature required in providing the benefit of the **Group Policy** and for any other purposes as the **Company** shall consider appropriate.
- 8.2 The **Customer** shall submit the form and content of any and all materials (including, for the avoidance of doubt, internal marketing materials) produced by it under the terms of or in relation to this agreement and/or the **Group Policy** to the **Company** for approval in writing prior to its use.
- 8.3 The documents referred to in sub-clauses 8.1 and 8.2 above shall, as between the **Customer** and the **Company**, remain the property of the **Company** and shall be destroyed or returned to the **Company** immediately upon written request.

9. Confidentiality

- 9.1 The **Company** shall keep the names and addresses of all the **Persons Insured** private and confidential.
- 9.2 The **Parties** shall treat the terms of this agreement and all information received by them in connection with this agreement as strictly confidential.
- 9.3 Subject to the **DPA**, this clause 9 shall not prevent disclosure which is made for a proper purpose, including but not limited to disclosure made in accordance with any applicable legislation or regulation to:
 - (a) a public authority or regulatory body;
 - (b) a court of law in any legal proceedings; or
 - (c) the auditors of or any lawyer, insurer or professional person acting on behalf of the **Parties**.
- 9.4 For the avoidance of doubt, the **Company** shall not provide any claims or premiums data to the **Customer** other than where such information is reasonably requested by the **Customer** for a proper purpose as set out in sub-clause 9.3 above (excluding, for the avoidance of doubt, any information relating to the issue of Form P11D to **Included Employees**) or as otherwise agreed and accepted by the **Company**.

10. Data Protection

- 10.1 Both **Parties** shall comply with the **DPA** as amended, re-enacted, modified or supplemented and in connection with the subject matter of this agreement.
- 10.2 Where **Personal Data** is supplied in connection with this agreement both **Parties** shall:
 - (a) ensure that such **Personal Data** is only used for the purposes authorised by the revealing **Party**;
 - (b) ensure that **Personal Data** which is connected in relation to the **Group Policy** can be lawfully used or disclosed in the manner anticipated by the receiving **Party**; and
 - (c) advise the relevant **Party** of any request it receives from data subjects for subject access or changes to the **Personal Data** under the **DPA**.
- 10.3 Each **Party** shall keep the other fully and effectively indemnified against all losses, costs, actions or demands which may be incurred or made against the other as a result, directly or indirectly of that **Party** failing to comply with the **DPA**.
- 10.4 Both **Parties** shall be considered data controllers for the purposes of the **DPA**.
- 10.5 The **Company** shall ensure that any **Personal Data** supplied by email to the **Customer** is appropriately encrypted.

11. Intellectual Property

- 11.1 The **Customer** shall not use the "Denplan" or "**Simplyhealth**" name or logo or other trademark licensed to or owned by the **Company**, **Simplyhealth** and/or any other member of the **Simplyhealth** group of companies, nor shall any intellectual property rights in the same be transferred to any third party as a result of this agreement.
- 11.2 All intellectual property rights in policy documentation and marketing materials relating to the **Group Policy** shall remain with and vest in the **Company**, **Simplyhealth** and/or the **Simplyhealth** group of companies.

12. Payment

- 12.1 Subject to sub-clause 12.3 below, the **Customer** shall pay any invoice from the **Company** in respect of premium which is due and payable, in full, within 28 days of the date of the invoice.
- 12.2 Unless otherwise agreed in writing, the following process shall apply to any overdue payments:
 - (a) the **Company** may upon notice suspend benefits and claims payments for **Persons Insured**, with immediate effect; and
 - (b) if the full amount outstanding has not been received within 14 days of the date of the notice referred to in sub-clause 12.2(a), the **Company** may terminate this agreement on written notice, with immediate effect.
- 12.3 If the **Customer** in good faith wishes to dispute an invoice from the **Company**, whether in whole or in part, then it shall follow the following process:
 - (a) within 14 days of the date of the disputed invoice, the **Customer** shall provide details in writing to the **Company** of the grounds on which it disputes such invoice (including but not limited to joiners/leavers, members list reconciliation and premium amounts); and
 - (b) within 14 days of receiving the notice referred to in 12.3(a) the **Company** shall provide all reasonably necessary information to the **Customer** to justify the amount of the invoice.
- 12.4 If the **Customer** can evidence to the reasonable satisfaction of the **Company** that the invoice is incorrect, the **Company** shall issue a corrected invoice (which shall be payable within 28 days of the date of the corrected invoice).
- 12.5 If the **Customer**:
 - (a) cannot evidence to the reasonable satisfaction of the **Company** that the invoice is incorrect; or
 - (b) fails to comply with sub-clause 12.3(a); or
 - (c) does not respond within 10 **Business Days** of receiving the information from the **Company** set out in sub-clause 12.3(b) above; the invoice shall continue to apply.

13. Liability

- 13.1 Neither of the **Parties** (which for the purposes of this clause 14 shall include the **Customer's** assignees) limits its liability:
 - (a) for fraud or theft by it or its employees;
 - (b) for death and/or personal injury caused by its negligence or that of its employees, agents or subcontractors as applicable;
 - (c) for which liability may not otherwise lawfully be limited or excluded.
- 13.2 Subject to sub-clause 13.1 above, neither of the **Parties** shall be liable to the other (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any loss of profits, loss of business, loss of anticipated savings, depletion of goodwill and like loss (whether direct, indirect or consequential).
- 13.3 Subject to sub-clauses 13.1 and 13.2 above, the **Company's** liability under or in connection with this agreement shall be subject to an aggregate limit equivalent to the amount paid by the **Customer** under or in connection with this agreement in the same **Year**.

14. No assignments or delegation

This agreement and all rights arising hereunder are and shall be personal to the **Parties** and neither **Party** shall assign, charge or deal with the same without the previous written consent of the other and in particular the **Customer** shall not, without such consent, appoint any delegates, subcontractors or grant any rights pursuant to this agreement to others except as set out hereunder.

15. No Waiver

No delay by any **Party** in enforcing any term or condition of this agreement shall prejudice or restrict such **Parties** rights under this agreement and no waiver of any breach shall operate as a waiver of any subsequent or continuing breach of such term or condition.

16. Commencement, Renewal and Termination of this agreement

- 16.1 This agreement shall operate from the **Commencement Date** subject to payment of the first amount of premium.
- 16.2 This agreement is initially for one **Year** and, subject to sub-clauses 16.3 to 16.5 inclusive below, continues thereafter for one **Year** from each anniversary of the **Commencement Date** by the **Customer** paying the relevant renewal premium.
- 16.3 Renewal is subject to the terms of this agreement as amended from time to time. This agreement, together with any addendums attached, shall be reviewed at the time of such renewal.
- 16.4 The **Company** reserves the right to refuse to renew this agreement in its absolute discretion (including but not limited to for reasons of non-payment, outstanding debt, high risk profile or adverse claims performance).
- 16.5 If the **Company** offers renewal terms in writing, then this agreement shall automatically renew for a **Year** on those renewal terms, unless the **Customer** notifies the **Company** in writing that it does not wish to renew this agreement no later than 10 **Business Days** before the anniversary of the **Commencement Date**.
- 16.6 In addition to its right of termination in sub-clause 12.2(b), the **Company** may terminate this agreement with immediate effect if;
- (a) the **Customer** has misled the **Company** in a material way; or
 - (b) the **Customer** has committed a material breach of its obligations arising under this agreement (save for a breach of sub-clause 12.1).
- 16.7 Any termination or the non-renewal of this agreement shall be without prejudice to any accrued rights and obligations of both **Parties** and, in particular (but without limitation), the **Customer** shall remain liable for premium due and payable under this agreement.
- 16.8 The **Customer** has the right to terminate this agreement, immediately on giving of written notice, if;
- (a) the **Company** has misled the **Customer** in a material way; or
 - (b) the **Company** has committed a material breach of any of its obligations arising under this agreement and has failed to remedy the breach within 28 days of notification of the breach by the **Customer**.
- 16.9 This agreement may also be terminated immediately by either **Party** on the liquidation, (voluntary or not) administration, appointment of administrative receiver, bankruptcy or petition for bankruptcy of the other **Party**.
- 16.10 If the **Customer** wishes to terminate this agreement at any other time and for any other reason, it shall provide written notice to the **Company**. Such termination shall be at the discretion of the **Company**, subject to the **Company** reserving the right to deem all premiums in respect of the remainder of the **Year**. Premiums will be calculated by reference to those **Persons Insured** having the benefit of the **Group Policy** as detailed in the most recent membership listing. Any outstanding and payable premium that is due in accordance with the process outlined in sub-clause 4.4 above must be settled immediately.

17. Consequences of Termination

All rights and obligations of the **Parties** (including the **Company's** obligation to maintain the **Group Policy**) shall cease to have effect immediately upon the termination of this agreement, except that the termination shall not affect:

- (a) the accrued rights and obligations of the **Parties** at the date of termination; and
- (b) the right to claim damages for losses whenever they occur provided they arise out of an event occurring on or before the termination of this agreement.

18. Notices

Any notice or document to be given pursuant to or in connection with this agreement shall be served by sending the same by prepaid first-class post to the address notified by the relevant **Party** from time to time, or by facsimile or by email. Any notice or document sent by first class post shall be deemed to have been served on the second day following the date of posting. Any notice or document sent by facsimile or email shall be deemed to have been served on the same day.

19. Whole Agreement

This agreement constitutes the entire agreement and understanding between the **Parties** as to its subject matter and the **Parties** acknowledge that they have not entered into this agreement in reliance upon any representation, warranty or undertaking which is not set out in this agreement.

20. Variation

- 20.1 The **Company** reserves the right to vary the terms of business contained herein subject to 30 days' written notice being given to the **Customer** except in circumstances where changes in the rules of a relevant self-regulating organisation are required to take effect earlier than that date, in which event written notice of variation shall be given as soon as reasonably practicable.
- 20.2 In any event, these terms and conditions, together with any addendum, shall be reviewed one **year** from the **Commencement Date**.

21. Force Majeure

Neither **Party** shall be deemed to be in breach of this agreement, or otherwise liable to the other, by reason of any delay in performance or non-performance of any of its obligations under this agreement to the extent that such delay or non-performance is due to any circumstances beyond that **Party's** reasonable control (including but not limited to: flood; fire; war; riot; sabotage; and acts, orders, legislation, regulations or directives of any governmental or other public authorities).

22. Contracts (Rights of Third Parties) Act 1999

This agreement shall not create any rights enforceable by any person other than the **Customer**, the **Company** and **Simplyhealth** under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

23. Severability

Each of the provisions contained in each clause and sub-clause of this agreement shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision was deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

24. Governing Law and Jurisdiction

This agreement shall be governed by the law of England and Wales and the **Customer** hereby irrevocably and unconditionally accepts the exclusive jurisdiction of the courts of England and Wales.

Benefit table

Please refer to the benefit table below to see the benefits of all levels of cover - the referenced section of the terms and conditions contains a full description of the benefits, exclusions and restrictions which relate to the chosen level of cover.

Benefits (per person per policy year)	Denplan Key	Denplan Elementary	Denplan Essential	Denplan Essential Plus	Denplan Extensive	Denplan Extensive Plus	For full details
Routine examinations (at home or abroad)	N/A	100% reimbursement up to NHS limits	Up to £50 per policy year	Up to £50 per policy year	Up to £100 per policy year	Up to £100 per policy year	Section 3.g (page 10)
Hygiene treatments (at home or abroad)	N/A	100% reimbursement up to NHS limits	Up to £70 per policy year	Up to £70 per policy year	Up to £140 per policy year	Up to £140 per policy year	Section 3.g (page 10)
Dental x-rays (at home or abroad)	N/A	100% reimbursement up to NHS limits	Up to £40 per policy year	Up to £40 per policy year	Up to £80 per policy year	Up to £80 per policy year	Section 3.g (page 10)
Restorative treatments (at home or abroad)	N/A	100% reimbursement up to NHS limits	80% of the cost up to £200 per policy year	80% of the cost up to £1,000 per policy year	80% of the cost up to £400 per policy year	80% of the cost up to £2,000 per policy year	Section 3.h (page 10)
100% reimbursement for NHS treatment	N/A	✓	✓	✓	✓	✓	Section 3.f (page 10)
Worldwide dental injury ¹	✓	✓	✓	✓	✓	✓	Section 3.a (page 8)
Worldwide emergency dental treatment ²	✓	✓	✓	✓	✓	✓	Section 3.b (page 9)
Dentist call-out fees ³	✓	✓	✓	✓	✓	✓	Section 3.c (page 9)
Hospital cash benefit ⁴	✓	✓	✓	✓	✓	✓	Section 3.d (page 9)
Mouth cancer cover ⁵	✓	✓	✓	✓	✓	✓	Section 3.e (page 9)
24-hour Worldwide Dental Emergency Helpline	✓	✓	✓	✓	✓	✓	
Dentist fees for telephone consultations following injury or emergency (when referred by Denplan)	✓	✓	✓	✓	✓	✓	Section 3.i (page 11)

¹ Cover for up to £2,500 of treatment per dental injury for up to four incidents per policy year.

² **In the UK:** up to £200 of treatment per incident for up to four incidents per policy year. **Outside the UK:** up to £400 of treatment per incident for up to two incidents per policy year. There is an overall maximum of £800 per policy year for this benefit.

³ Up to £150 per incident for up to two incidents per policy year.

⁴ £100 for each night you stay overnight in hospital, up to £1,000 per policy year, for dental treatment under the care of a consultant specialising in dental or maxillofacial surgery in relation to a dental condition.

⁵ Up to £20,000 towards one course of treatment for up to 18 months following diagnosis

Policy Terms and Conditions

This document constitutes the full terms and conditions of the dental policy, which is for the policy term.

1. Definitions

The words, which appear in this policy in bold, have specific meanings, which are explained below:

contact sport - rugby, lacrosse, hockey, boxing, wrestling, ice hockey and any sport where it is common practice to wear mouth protection.

call-out - the necessity for a dentist in the UK to re open the practice between the hours of 6.00pm and 8.00am on weekdays or weekend and bank holidays or outside the UK, outside the practice's normal working hours.

dental implant - a titanium root-shaped fixture designed to integrate with the bone, to replace the root of a tooth and support the replacement tooth, including the abutment and crown.

injury - an injury to the teeth or supporting structures (including damage to dentures whilst being worn) which is directly caused suddenly and unexpectedly by means of a direct external impact.

dentist - in the UK, a dental surgeon or dental care professional who is currently registered with the General Dental Council (GDC) together with any other regulatory authority. If the dentist is outside the UK, a dental surgeon who is currently registered with the appropriate national regulatory authority.

emergency dental treatment - dental treatment provided at the initial emergency appointment urgently required for the relief of severe pain, arrest of haemorrhage, the control of acute infection or a condition which causes a severe threat to your general health.

policy term - the twelve month period immediately following the date your cover starts or, if shorter, the period of time between the date your cover starts and the renewal date.

restorative dental treatment - clinically necessary dental treatment required to maintain the oral health of a patient in the opinion of your dentist. This may include treatment such as fillings, crowns, bridges and dentures.

United Kingdom (UK) - England, Wales, Scotland, Northern Ireland, Isle of Man and the Channel Islands.

we, us, our - Denplan Limited, registered number 1981238.

you, your - any person covered by this policy.

2. Eligibility

You can only be covered under the terms and conditions of this policy, from the date **your** cover starts, if **you**:

- are resident in the **UK** for at least 180 days during the **policy term**; and
- are entitled to enter the scheme in accordance with the eligibility rules defined by **your** employer; or
- pay **your premium** directly to **us**

Your insurance cover under this policy will end at the earliest of the following:

- the expiry of the **policy term**; or
- when **you** are no longer eligible to remain in the scheme according to the eligibility rules defined by **your** employer; or
- in the case of a company funded scheme, the last day of the month in which **your** employment ceases, unless **we** have agreed otherwise with **your** employer; or
- if **your** employer's group policy is cancelled.

3. Schedule of benefits

a. Worldwide dental injury

What is covered	What is not covered
<p>The costs of dental treatment received by you carried out by a dentist in connection with an injury which happens after the date your cover starts, up to the limits stated in the benefit table.</p> <p>You are only covered for treatments in connection with dental injuries that commence within a period of 6 months of the date of the original incident and/or notification of an intention to claim, and while your policy is in force.</p> <p>You are only covered for treatment received within 24 months of the date of the injury.</p> <p>Dental prescription charges are included.</p>	<p>General exclusions (see section 4)</p> <p>Injury caused in the consumption of food (including foreign bodies contained within the food).</p> <p>Injury caused whilst training for or participating in contact sports, unless a sports mouthguard is worn.</p>

Note: If **your** treatment under this benefit spans a renewal period, **we** will treat the claim as a continuing claim and **we** will continue to cover **your** treatment after the renewal date, with benefits subject to the policy limits of the **policy term** in which the incident took place.

b. Worldwide emergency dental treatment

What is covered	What is not covered
<p>The cost of emergency dental treatment carried out at the initial emergency appointment by a dentist within the UK and overseas, up to the limits stated in the benefit table.</p> <p>Dental prescription charges are included.</p> <p>Reimbursement of costs to the emergency helpline are covered, if calling from outside the UK.</p>	<p>General exclusions (see section 4)</p> <p>Any subsequent treatment required after the initial appointment will not be covered under this benefit. However, if your level of cover includes 'Worldwide restorative dental treatment' (section 3.h), you may be able to claim for the subsequent costs.</p>

c. Dentist call-out fees

What is covered	What is not covered
<p>The cost of dental call-outs in the event of an injury or dental emergency up to the limits stated in the benefit table.</p>	<p>General exclusions (see section 4)</p>

d. Hospital cash benefit

What is covered	What is not covered
<p>You can claim hospital cash payments as described in the benefit table if you are admitted overnight as an in-patient to a licensed medical or surgical hospital for dental treatment under the care of a consultant specialising in dental or maxillofacial surgery in relation to a dental condition.</p>	<p>General exclusions (see section 4)</p>

e. Mouth cancer cover

What is covered	What is not covered
<p>Treatment charges up to the limits stated in the benefit table for treatment of mouth cancer.</p> <p>Mouth cancer is a malignant tumour, which is characterised by the uncontrolled growth and spread of malignant cells and the invasion of tissue. Cover is only provided where the primary site is in the hard and/or soft palate, gland tissue (including accessory, salivary, lymph and other gland tissue) in the mucosal lining of the oral cavity but excluding the tonsils.</p> <p>You are only covered for treatment received within 18 calendar months of the date of diagnosis.</p> <p>You are only covered for treatment in relation to a specific occurrence of mouth cancer.</p> <p>If you have been diagnosed with mouth cancer, you are covered for charges for consultations and tests.</p> <p>You are only covered for treatment given by a consultant who is recognised as a specialist in cancer treatment by the NHS or the States of Guernsey and Jersey or your country of residence or treatment provided by another medical practitioner under referral from a consultant.</p>	<p>General exclusions (see section 4)</p> <p>Mouth cancer diagnosed before or within 90 days of when you were first provided with mouth cancer cover by us or for which tests or consultation began within those 90 days, even if the diagnosis is not made until later.</p> <p>No further benefits are payable in the event of a re-occurrence of this same cancer, either at the same site or at a different location.</p> <p>Mouth cancer resulting from the chewing of tobacco products or betel nut, or from prolonged alcohol abuse.</p>

f. NHS treatment

The charges for providing dental treatment under the NHS differs throughout the UK with various treatments being classified within an NHS price band. At the time of printing, the charge structure in England, Wales and the Isle of Man was based on 3 price bandings (details can be found at www.nhs.uk/nhsengland/aboutnhservices/dentists/pages/nhs-dental-charges.aspx for England and the Isle of Man and www.nhsdirect.wales.nhs.uk/localservices/dentistfaq/ for Wales). In Scotland and Northern Ireland, a schedule of treatment charges apply (see www.scotland.gov.uk/Topics/Health/Services/Dentistry for Scotland and www.hscbusiness.hscni.net/services/2069.htm for Northern Ireland)

What is covered	What is not covered
<p>100% reimbursement for treatment carried out under the NHS price bandings.</p> <p>If you have selected Denplan Elementary, you will also be reimbursed for the cost of private dental treatment up to the equivalent NHS price banding for each course of treatment that you have received. A course of treatment is defined as treatment to an individual tooth, from preparation to completion. For example if the treatment is for a bridge then a course of treatment will be from preparation to fitting of the bridge. This may take place over more than one visit to the dentist.</p>	<p>General exclusions (see section 4)</p>

Note: **You** must supply a clear, itemised NHS receipt to claim reimbursement under the NHS benefit. In the event that **we** are unable to establish **you** have received NHS treatment, **we** will assess **your** claim as private treatment, under benefits 3.g (Worldwide routine dental treatment) and 3.h (Worldwide restorative dental treatment).

g. Worldwide routine dental treatment

What is covered	What is not covered
<p>Clinically necessary routine dental examinations, hygiene treatments and dental x-rays by a private dentist, up to the maximum limits stated in the benefit table.</p>	<p>General exclusions (see section 4)</p>

h. Worldwide restorative dental treatment

For information on the Index of Orthodontic Treatment Need (IOTN) scale, see www.bos.org.uk or contact **us**.

What is covered	What is not covered
<p>Clinically necessary restorative dental treatment carried out by a private dentist to maintain your oral health.</p> <p>Clinically necessary treatment carried out by a specialist dental practitioner accredited by the General Dental Council (GDC) in the UK practising in one of the recognised dental specialist areas contained within 'The Specialist List' held by the GDC at www.gdc-uk.org.</p> <p>These treatments include, but are not limited to; Fillings, crowns, dental implants, bridges, dentures, impressions, extractions, root canal treatment, periodontal treatment, orthodontic treatment (grades 4 – 5 on the IOTN scale), mouthguards for teeth grinding.</p> <p>The overall maximum reimbursement level for this benefit is stated in the benefit table for your chosen level of cover.</p>	<p>General exclusions (see section 4)</p> <p>Mouthguards for the purposes of sporting activities</p> <p>Orthodontic treatment that is not clinically necessary (grade 1 – 3 on the IOTN scale)</p> <p>Placement of a dental implant or bridge into a pre-existing space</p>

Note: Please consult the benefit table to confirm whether **your** chosen level of cover also includes cover under benefits 3.g (Worldwide routine dental treatment) and 3.h (Worldwide restorative dental treatment).

i. Telephone consultations for dental emergency or dental injury

What is covered	What is not covered
<p>Dentist fees following a referral by Denplan to a dentist, to provide a telephone consultation in the event of a dental emergency or dental injury.</p>	<p>General exclusions (see section 4)</p>

4. General exclusions

This policy does not cover:

- a. any treatment that is assessed by our dentist as not clinically necessary.
- b. any treatment which was prescribed, planned, recommended by **your dentist**, known by **you**, or is currently taking place at the date **your** cover starts.

Important: **We** will not apply this exclusion if **you** have transferred (with **your** employer) from another insurer to this policy with no break in cover.

- c. loss of, or damage to dentures, other than whilst in your mouth.
- d. reimbursement for travelling expenses or telephone calls (except calls to the emergency helpline if calling from outside the UK).
- e. treatment, care or repair to teeth, gums, mouth or tongue in connection with "mouth jewellery".
- f. dental consumables, such as toothbrushes, mouthwash and dental floss.
- g. any costs for dental procedures carried out in a hospital, for example wisdom teeth extractions.

In addition, no benefit will be payable under section 3 as a result or consequence of any of the following:

- h. self inflicted dental **injury**.
- i. dental **injury** caused by endoscopic procedures.

5. Claims general

- a. (i) **Your** claim must be notified to **us** by **you** fully completing and signing the official claim form. Incomplete claim forms will be returned and may cause a delay in **your** claim being assessed. In any event claim forms must be completed at **your** own expense and should be received by **us** within 60 days of receiving **your** dental treatment, if reasonably possible;
- (ii) **Your** claim must be supported by proof of treatment detailing the dates and costs of each individual treatment. The proof must be a fully itemised receipt or an official document issued by the treating practice (in English if reasonably possible). Where a receipt or an official document is unobtainable, the treating dental surgery must sign and stamp the completed claim form;
- (iii) **You** may need to provide us with documentation to support **your** claim, for example x-rays and/or **your** dental records.
- b. No benefit will be payable if **we** have not received proof of all facts relevant to **your** claim. For example:
 - (i) proof of **your** eligibility for cover on the date of treatment;
 - (ii) proof of the dental treatment, including the type of treatment received and the date of treatment. This may be by way of a medical report (at **your** own expense);
 - (iii) proof of payment for the dental treatment **you** are claiming for;
 - (iv) for claims under the worldwide dental injury benefit, details relating to the circumstances of the injury **you** have experienced.
- c. In all cases **we** reserve the right to recover any incurred costs as a result of a third party's involvement. In addition if **you** have another dental insurance policy **we** reserve the right to only pay an appropriate apportionment of the claim.
- d. Claims settlement will be made payable to the policyholder, or any other third party as specified by the policyholder on the claim form. **We** will send cheques to a **UK** address only, and all direct credit settlements must be paid into a **UK** clearing bank account.

- e. If the treatment is received abroad then **we** will pay benefits in pounds sterling. This means **we** will need to convert the expenditure into sterling using FXConverter at www.oanda.com. The exchange rate will be calculated at the rate in force at the date of the receipt, and will be the basis of the settlement.
- f. There may be instances where **we** are uncertain about whether or not a claim is covered by the policy. If this is the case **we** may at our own cost ask a **dentist** or other medical specialist, chosen by **us**, to advise **us** about the medical facts relating to a claim or to examine **you** in connection with the claim. In choosing a relevant **dentist** or specialist **we** will take into account **your** personal circumstances. If **you** do not co-operate with any **dentist** or specialist chosen by **us**, **we** will not pay **your** claim.
- g. If **we** pay any costs for dental treatment which are not covered by the terms of this policy, the amount paid will count towards the annual maximum benefit available under the policy for that person. It does not mean that **we** will be liable to pay costs for that dental treatment in the future.

6. Cancellation

The Financial Conduct Authority rules allow certain policyholders to cancel their policy and have their premium returned. This will only apply to **you** if **you** are:

- a. paying premiums directly to **us**;
- b. an unincorporated business (a sole trader or a partnership which is not a Limited Liability Partnership) and are purchasing the cover for yourself as well as **your** employees.

If **you** are covered under a company arranged group, this is not applicable to **you** and any queries should be raised with **your** administrator.

You have 14 days from receiving **your** welcome or renewal letter to change **your** mind and cancel **your** policy. If **you** cancel within this period **we** will then return any premium paid for the policy, as long as no claims have been made on the policy in relation to the period of cover before cancellation.

Should **you** wish to cancel **your** policy with **us**, **you** can do so by informing **us**.

7. General

- a. This contract between **you** and **us** is made up of these terms and conditions, **your** schedule of cover and any endorsement provided by **us** in **your** welcome or renewal letter.
- b. Where applicable, family members and dependent children may also be included in the dental scheme on the same dental plan. Dependent children are those aged up to 21 (or 24 if in full time education).
- c. Non payment of premium will result in **us** suspending **your** benefits, and taking all necessary action to recover monies outstanding.
- d. The law of England and Wales will apply to this policy.
- e. All information and communications to **you** relating to the policy will be in English.
- f. All policyholders must provide an up to date mailing address.
- g. If **you** (or anyone acting on **your** behalf) make a claim under your policy or obtain cover knowing it to be false or fraudulent, **we** can refuse to make benefit payments for that claim and may declare the policy void, as if it never existed. If **we** have already paid benefit **we** can recover that money from **you**. Where **we** have paid a claim which **we** later find is fraudulent, (whether in whole, or in part), **we** will be able to recover those sums from **you** and/or take the appropriate legal action against **you**.
- h. If **you** pay your premium directly to **us**, **we** will write to **you** before the end of any **policy term** to let **you** know that **we** wish to renew your policy and on what terms. If **we** do not hear from **you** in response, then

we may at our option assume that **you** wish to renew **your** current policy on those new terms. Where **you** have opted to pay the premium by Direct Debit, **we** may continue to collect premiums by Direct Debit for the new policy term. Please note that if **we** do not receive **your** premium, this may affect **your** cover. **We** reserve the right to refuse renewal of the policy.

How is my personal data protected?

We will hold and use information relating to **you**. **We** call this information personal data. The main purpose which we hold and use personal data for is to enable **us** to provide insurance services to **you** in relation to this **policy**. Other purposes which **we** use personal data for are to identify, analyse and calculate insurance risks, to improve **our** services to **you** and our other customers, to comply with legal obligations which **we** are subject to, to protect our interests and for fraud detection and prevention.

We may receive and share personal data with persons appointed by you or who provide a service to you, for example your healthcare providers (such as an insurance intermediary, or a hospital or specialist). **We** may provide personal data to persons appointed by **us** who assist **us** in relation to the services **we** provide to **you**, including companies operating outside the United Kingdom and to organisations responsible for fraud prevention.

Where **we** have **your** agreement **we** will use **your** personal data to provide **you** with offers of products and services from Denplan. Where **you** have agreed **we** will share your personal data with other companies within the Simplyhealth Group and carefully selected third parties in order for them to provide **you** with offers of products and services.

We operate strict procedures to ensure that personal data is kept secure.

You have the right to see **your** personal data which is held by **us**. There may be a charge if **you** want to do this. If **you** have any questions or concerns about the personal data **we** hold and how **we** use it please write to: The Data Protection Officer, Denplan, Denplan Court, Victoria Road, Winchester, SO23 7RG. Denplan records telephone calls for training and quality assurance purposes.

What regulatory protection do I have?

Denplan Limited is an appointed representative of Simplyhealth Access, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority (PRA). Financial services in the UK are regulated by both the PRA and FCA. Both regulators are committed to securing the appropriate degree of protection for consumers and promoting public understanding of the financial system. The PRA and FCA have set out rules which regulate the sale and administration of general insurance which Simplyhealth Access and Denplan Limited must follow when dealing with **you**. Simplyhealth Access' Financial Services Register number is 202183. **You** can check this on the Financial Services Register by visiting the Financial Conduct Authority's website www.fsa.gov.uk/register/home.do or by contacting the Financial Conduct Authority on 0800 111 6768.

The Financial Services Compensation Scheme (FSCS)

In the unlikely event that Simplyhealth Access becomes insolvent and is unable to pay the benefits under **your** group scheme, **you** may be entitled to claim compensation from the Financial Services Compensation Scheme (the FSCS). **You** will need to meet specific FSCS criteria depending on **your** particular circumstances. Further information about the operation of the scheme is available on the FSCS website: www.fscs.org.uk. To find out whether **you** would be eligible to claim under the scheme **you** should contact the FSCS on 0800 678 1100.

How to complain

It is always **our** intention to provide a first class standard of service. However, should **you** wish to raise any concern, complaint or recommendation **you** can do so in the following way:

- a. In the first instance, **you** should contact Customer Services on 0800 838 951 or write to:

Corporate Customer Service Manager

Denplan Corporate,
Denplan Court,
Victoria Road,
Winchester
SO23 7RG
Email: corporate@denplan.co.uk

Please quote **your** personal policy or claim number. **We** will investigate any complaint and issue a final response.

- b. If **you** are not satisfied with our response, or **we** have not replied within eight weeks, **you** have the right to refer your complaint to:

Financial Ombudsman Service

South Quay Plaza,
183 Marsh Wall,
London
E14 9SR
Email: complaint.info@financial-ombudsman.org.uk

The Financial Ombudsman Service will only consider **your** complaint if **you** have given **us** the opportunity to resolve the matter first.

This procedure will not prejudice **your** right to take legal proceedings. However, please note that there are some instances when the Financial Ombudsman Service cannot consider complaints.

Application Form

Please complete the application form and send it to: Denplan Corporate, Denplan Limited, Denplan Court, Victoria Road, Winchester, SO23 7RG

Company details

Name:

Main contact & job title:

Address:

Email: Contact number:

Invoice details (if different from above)

Main contact & job title:

Address:

Email: Contact number:

Intermediary details (if applicable)

Name:

Office address:

Consultant:

Email: Contact number:

Scheme details

Commencement date: 0 1

Cover for Employees

Funding Option	Products	Premium
<input type="checkbox"/> Company Paid	<input type="checkbox"/> Denplan Key	£ <input type="text"/>
<input type="checkbox"/> Flexible Benefit	<input type="checkbox"/> Denplan Elementary	£ <input type="text"/>
<input type="checkbox"/> Salary Deduct	<input type="checkbox"/> Denplan Essential	£ <input type="text"/>
	<input type="checkbox"/> Denplan Essential Plus	£ <input type="text"/>
	<input type="checkbox"/> Denplan Extensive	£ <input type="text"/>
	<input type="checkbox"/> Denplan Extensive Plus	£ <input type="text"/>

Cover for Dependants

Are dependants to be covered? Yes No

Funding Option

Company Paid Flexible Benefit Salary Deduct

Scheme Administration

Employee welcome packs (please tick one)

- Fulfilled Electronically (via email)*
- Fulfilled by post

Company Communications (please tick one)

- Direct to Company
- Direct to Intermediary

*N.B. electronic fulfillment applies to packs sent at the scheme start and renewal. Anyone starting mid year will receive a pack by post.

Invoicing Instructions (please tick one)

- Monthly Direct Debit (we would prefer payment of premiums by this method)
- Annual Invoice

Signature

Position

Name (printed)

Date

The Direct Debit Instruction (DDI)

Denplan



Please fill in the whole form using a ball point pen and send it to:
Denplan Ltd, Denplan Court, Victoria Road, Winchester, SO23 7RG

Name(s) of Account Holder(s)

Bank/building society account number

Branch sort code

Name and full postal address of your bank or building society

To: The Manager	Bank/building society
Address	
Postcode	

Instruction to your bank or building society to pay by Direct Debit

Service User Number:

4	0	2	4	1	6
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Reference:

Instruction to your bank or building society

Please pay Denplan Ltd Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Denplan Ltd and, if so, details will be passed electronically to my bank/building society.

Signature(s)
Date

Banks and building societies may not accept Direct Debit Instructions for some types of account



This guarantee should be detached and retained by the payer.

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Denplan will notify you 3 working days in advance of your account being debited or as otherwise agreed. If you request Denplan Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of your request.
- If an error is made in the payment of your Direct Debit, by Denplan Ltd or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
 - If you receive a refund you are not entitled to, you must pay it back when Denplan Ltd asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.



Denplan Limited, Denplan Court, Victoria Road, Winchester, SO23 7RG, UK.
Tel: +44 (0) 1962 828 000. Fax: +44 (0) 1962 840 846. Email: corporate@denplan.co.uk

Part of Simplyhealth, Denplan Ltd is an Appointed Representative of Simplyhealth Access for arranging and administering dental insurance. Simplyhealth Access is incorporated in England and Wales, registered no. 183035 and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Denplan Ltd is regulated by the Jersey Financial Services Commission for General Insurance Mediation Business. Denplan Ltd only arranges insurance underwritten by Simplyhealth Access. Premiums received by Denplan Ltd are held by us as an agent of the insurer. Denplan Ltd is registered in England No. 1981238. The registered offices for these companies is Hambleden House, Waterloo Court, Andover, Hampshire SP10 1LQ.