

Your new dental terms

Lucent Range

Contents

03-05	Contractual Terms and Conditions
06-07	Benefit Table
08-11	Policy Terms and Conditions

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 public authority or regulatory body;
 - a court of law in any legal proceedings; or
 - 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:
- ensure that such **Personal Data** is only used for the purposes authorised by the revealing **Party**;
 - 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
 - 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:
- the **Company** may upon notice suspend benefits and claims payments for **Persons Insured**, with immediate effect; and
 - 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:
- 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
 - 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**:
- cannot evidence to the reasonable satisfaction of the **Company** that the invoice is incorrect; or
 - fails to comply with sub-clause 12.3(a); or
 - 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:
- for fraud or theft by it or its employees;
 - for death and/or personal injury caused by its negligence or that of its employees, agents or subcontractors as applicable;
 - 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

Per person, per policy year and per unit of treatment (unless otherwise stated)

		1	2	3	4	5	6
NHS	NHS Treatment	100% NHS	100% NHS	100% NHS	100% NHS	100% NHS	100% NHS
Examinations	Normal Examination	100% NHS	£20	£25	£30	£40	£50
	Extensive/New Patient/Specialist Consultation	100% NHS	£40	£50	£65	£70	£75
X rays	Small or bitewing x ray (per x ray)	100% NHS	£6	£7	£8	£10	£12
	Other x rays or CT Scan	100% NHS	£15	£20	£25	£30	£35
Cleaning	Scale & Polish	100% NHS	£40	£50	£60	£65	£70
Fillings	Silver filling	100% NHS	£35	£45	£55	£65	£75
	White (tooth coloured) filling	100% NHS	£45	£60	£75	£90	£105
Major treatments¹	Crown per tooth	100% NHS	£190	£230	£300	£390	£470
	Post	100% NHS	£40	£50	£60	£70	£80
	Root canal treatment	100% NHS	£100	£145	£180	£225	£330
	Bridge - any number of teeth	100% NHS	£400	£550	£700	£850	£1,000
	Dental implants (implant & abutment) ²	100% NHS	£200	£225	£250	£275	£300
	Orthodontic treatment	100% NHS	£400	£475	£550	£625	£700
	Upper or Lower denture (partial or full)	100% NHS	£360	£480	£600	£680	£760
	Inlay / Onlay - Per inlay or onlay	100% NHS	£140	£200	£250	£300	£350
	Veneer – per veneer	100% NHS	£125	£160	£200	£295	£390
Repair of major treatments	100% NHS	£35	£40	£45	£55	£65	
Extractions	Simple extraction – per tooth	100% NHS	£25	£32	£40	£52	£65
	Surgical extraction – per tooth	100% NHS	£55	£60	£65	£100	£130
Other treatments	Fissure Sealant	100% NHS	£20	£30	£40	£50	£60
	Topical Fluoride Application	100% NHS	£18	£24	£32	£35	£38
	Sedation	100% NHS	£70	£75	£80	£85	£90
	Periodontal treatment ¹	100% NHS	£85	£90	£100	£110	£120
	Mouthguard (exc. for Sports)	100% NHS	£50	£55	£60	£65	£70
	Other clinically necessary restorative treatment not listed	100% NHS	£65	£75	£85	£100	£115

1. Reimbursement for these items include all visits relating to a full course of treatment including preparation, supply and fit.

2. This reimbursement includes the implant and abutment. The cost of the crown is additionally covered up to the crown per tooth limit.

What else is covered?

In addition to the above core benefits, you are also covered for:

		1	2	3	4	5	6
Worldwide emergency dental treatment	<p>In the UK: up to £200 of treatment per incident for up to four incidents per policy year</p> <p>Outside the UK: up to £400 of treatment per incident for up to two incidents per policy year</p>	£800	£800	£800	£800	£800	£800
Worldwide dental injury	Cover for up to £2,500 of treatment per dental injury up to 4 incidents per year	£10,000	£10,000	£10,000	£10,000	£10,000	£10,000
Mouth Cancer	Up to £20,000 towards one course of treatment for up to 18 months following diagnosis	£20,000	£20,000	£20,000	£20,000	£20,000	£20,000
Hospital Cash Benefit	£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 head or neck condition.	£1,000	£1,000	£1,000	£1,000	£1,000	£1,000
Dentist Call-out Fees	Up to £150 per incident for up to two incidents per policy year.	£300	£300	£300	£300	£300	£300
Telephone Consultation	Dentist fees for telephone consultations following injury or emergency (when referred by Denplan)	100%	100%	100%	100%	100%	100%

Policy Terms and Conditions

Full terms and conditions and policy exclusions can be found in this policy booklet. We recommend that you familiarise yourself with these before submitting your claims.

1. Schedule of benefits

You are covered for the items shown in **your** benefit table up to the amounts shown in the table per course of treatment.

For all items of treatment where 100% NHS is shown in the benefit table, the following applies:

What is covered	What is not covered
<ul style="list-style-type: none"> ✔ Costs for treatment carried out on the NHS by an NHS dentist will be fully reimbursed 	<ul style="list-style-type: none"> ✘ Any treatment that you have paid for privately will not be eligible for 100% reimbursement under this benefit even if it took place at an NHS dental practice ✘ Any treatment that the NHS would not cover ✘ General exclusions

Additional information about this benefit

- The NHS has fixed costs for treatment; the price will vary depending on which part of the **UK you** are in. **You** can find the current prices for NHS treatment on the NHS website for **your** area
- In England, the NHS have 3 bands which all treatment covered falls into – Scotland, Wales and Northern Ireland all have different structures in place
 - Band 1 – Includes examinations, cleaning with a Hygienist, X-rays and emergency appointments
 - Band 2 – Includes root canal treatment, extractions and fillings
 - Band 3 – Includes crowns, bridges and mouth guards
- If **you** have selected a level of cover that only includes reimbursement for NHS treatment, and **you** have private treatment **we** will pay the NHS Equivalent costs – the amount of money **your** treatment would have cost if it had been carried out and charged by the NHS
- If **you** have selected a level of cover that only includes reimbursement for NHS treatment, and **you** have private treatment **you** can only claim the NHS Equivalent costs once for each course of treatment. A course of treatment may take place over more than one visit to the **dentist**, for instance, if a bridge is needed, there will likely be an appointment for preparation and an appointment to fit the bridge – this would be part of the same course of treatment

For all items of treatment that have a monetary amount shown in your benefit table the below applies:

What is covered	What is not covered
<ul style="list-style-type: none"> ✔ Clinically necessary dental treatment up to the amounts shown in your benefit table ✔ Orthodontic treatment (IOTN grade 4-5) ✔ Sedation in connection with clinically necessary dental treatment 	<ul style="list-style-type: none"> ✘ Consultations for treatment that is not covered on your plan (e.g. cosmetic treatment) ✘ X-rays related to treatment that is not covered by your plan ✘ Replacement for loss of, or damage to dentures, other than whilst in your mouth ✘ Placement of a dental implant or bridge into a pre-existing gap ✘ Orthodontic treatment (IOTN grade 1-3) ✘ General exclusions

Additional information about this benefit

IOTN stands for Index of Orthodontic Treatment Need.

For further details visit the British Orthodontic Society: www.bos.org.uk

Please note: The reimbursement amounts stated on **your** benefit table are per course of treatment unless otherwise stated; **we** define a course of treatment as:

X ray or Scan – a single x-ray or scan

Filling and fissure sealant – treatment to a single tooth

Root canal – full root canal treatment on a single tooth (can be multiple visits)

Crown, inlay, onlay, veneer, implants – a full course of treatment to a single tooth including preparation, supply and fit

Bridge and denture – a full course of treatment including preparation, supply and fit of a bridge or denture

Extraction – extraction of a single tooth

Orthodontic and periodontal treatment – a full course of treatment prescribed by **your** **dentist** that forms part of a single treatment plan

Worldwide emergency dental appointment

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.

What is covered	What is not covered
<ul style="list-style-type: none"> ✔ Treatment carried out at an emergency appointment which was not pre planned and is required because you are in dental pain or there is a severe threat to your overall health ✔ Prescription charges ✔ Calls to our emergency helpline can be reimbursed if you are outside the UK (+44 (0) 1962 844 751) 	<ul style="list-style-type: none"> ✘ Any treatment carried out at a follow up appointment. You will be able to claim for follow up appointments under your preventive and restorative benefits. ✘ Any phone calls made to our emergency helpline or calls made in the UK ✘ General Exclusions

Worldwide dental injury

An **injury** to the teeth or supporting structures which is suddenly and unexpectedly caused by an external impact. All treatment connected with the same **injury** will be taken from the benefit limit in force on the date of the **injury**.

What is covered	What is not covered
<ul style="list-style-type: none"> ✔ Treatment following a dental injury that occurs whilst your policy is in force. This must start within 6 months of the date of the injury, and be completed within 24 months (six years for persons under 18) ✔ Treatment for dental injuries sustained while participating in a contact sport as long as you were wearing appropriate mouth protection ✔ Dentures are covered if you were wearing them at the time of the injury ✔ Prescription charges 	<ul style="list-style-type: none"> ✘ Treatment needed as a result of a self-inflicted injury ✘ Treatment needed for a dental injury that occurred before your policy started ✘ Treatment needed following damage caused during the consumption of food (including foreign bodies contained within the food) ✘ Dental injury resulting from an elective/planned surgical procedure with or without the administration of general anaesthesia ✘ General Exclusions

Dentist call out fees

The necessity for a dentist in the UK to reopen their practice outside the practice's normal working hours.

What is covered	What is not covered
<ul style="list-style-type: none"> ✔ The cost of dentist's call out fees in the event of a dental injury or emergency 	<ul style="list-style-type: none"> ✘ General Exclusions

Hospital cash benefit

What is covered	What is not covered
<ul style="list-style-type: none"> ✔ A cash amount for each night you stay overnight in hospital under the care of a consultant specialising in dental or maxillofacial surgery in relation to a head or neck condition 	<ul style="list-style-type: none"> ✘ The cost of the treatment carried out in a hospital, for example, wisdom tooth extractions ✘ General Exclusions

Mouth cancer cover

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.

What is covered	What is not covered
<ul style="list-style-type: none"> ✔ Charges for treatment of mouth cancer <ul style="list-style-type: none"> • You are only covered for treatment received within 18 calendar months of the date of diagnosis • If you have been diagnosed with mouth cancer you are covered for charges for consultations and tests • 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 	<ul style="list-style-type: none"> ✘ Mouth cancer diagnosed before or within 90 days of when you are first provided with mouth cancer cover by us or for which tests or consultation began within those 90 days, even if the diagnoses is not made until later ✘ 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 ✘ Mouth cancer resulting from the chewing of tobacco products or betel nut, or from prolonged alcohol abuse ✘ General Exclusions

2. General Exclusions

This policy does not cover:

- Any treatment that is assessed by **our** dentist as not clinically necessary
- Any treatment which is noted in **your** dental records or on a treatment plan, has been recommended by or discussed with a dentist, is known by **you** or is currently taking place at the date **your** cover starts (Please note if **you** have joined Denplan as part of **your** employers transfer from another provider **we** will not apply this exclusion.)
- Reimbursement for travelling expenses or telephone calls
- Any costs for dental procedures carried out as a result of a referral to a hospital, for example wisdom tooth extractions
- Dental consumables that are taken away from the dental practice, for example toothbrushes, floss, toothpicks and any other sundries
- If **you** have received dental treatment overseas, **we** will not reimburse for credit card fees, interest or commission fees incurred whilst overseas

3. Definitions

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

Contact sport – any sport where it is common practice to wear mouth protection, for example rugby, lacrosse, hockey, boxing, wrestling, ice hockey.

Injury – An injury to the teeth or supporting structures which is caused suddenly and unexpectedly by an external impact.

Dentist – In the UK, a dental surgeon or dental care professional who is currently registered with the General Dental Council (GDC) carrying out the treatment which they are registered to perform. If the dental professional is outside the UK, a dental professional registered with the appropriate national regulatory authority.

Policy term – The period from the date your cover starts until the renewal date stated on your welcome letter, or, if shorter your cancellation date.

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.

4. Claims General

- A. Making **your** claim
- i. **Your** claim must be notified to **us** either by using **our** online claim system or by posting a fully completed claim form. **We** will not accept claim forms notified to **us** by any other means and **we** cannot accept receipts that are not accompanied by a valid claim.
 - ii. All claims should be made to **us** within 60 days of the treatment taking place if reasonably possible. The longer the time between the date of treatment and submitting **your** claim the more difficult it may be for **us** to validate it.
 - iii. **Your** claim must be supported by proof that **you** have had the treatment – this should be in the form of a fully itemised receipt or statement of account from **your** dentist, detailing each treatment being claimed and the cost paid for that treatment.
 - iv. If **we** are not able to validate **your** claim for any reason, for example **your** health professional no longer has access to **your** records, **we** may not be able to pay **your** claim.
 - v. All claims will be assessed against the benefits in force on the date that **you** had **your** treatment.
- B. If claims are received without all of the required information **we** will notify **you** and ask **you** to resubmit the claim to **us** once all information has been obtained.
- C. In all cases **we** reserve the right to recover any incurred costs as the 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 will be paid into the UK bank account **you** specify when **you** make **your** claim. If no bank details are provided or **we** are unable to verify that the bank details supplied are valid, **we** will post a cheque payment to the policyholder at the UK address **we** have associated with the policy. Once **we** have made payment to a bank account, **we** will be unable to reissue a payment due to an error on **your** part.
- E. If **you** are claiming for treatment that has taken place outside the **UK**
 - i. please where possible supply a copy of **your** receipt in English or an English translation.
 - ii. **we** will only make payments to a **UK** bank account or post cheques to a **UK** address.
 - iii. all foreign currency claims will be converted to pounds sterling using the currency converter at **www.oanda.com** based on the exchange rate in force on the date that treatment took place – no payments will be made for credit card fees, interest or commission fees incurred.
- 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 ask a **dentist** (or other medical specialist) to advise **us** about the medical facts relating to a claim, or to examine **you** in connection with the claim. If **we** do this, **we** will pay the costs involved. 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. If **we** pay a claim which is more than **you** are entitled to under the policy, **we** can recover the overpayment. **We** will ask **you** to repay the overpayment or deduct that amount from any other claim that **you** make.
- H. If **you** are claiming for multiple treatments on one claim and do not provide **us** with an itemised statement or confirmation of the individual costs of each treatment, **we** will conduct **our** own internal breakdown to assess **your** claim. This breakdown will be conducted based on **our** knowledge and experience of the costs of dental treatments.
- I. If **you** believe that **we** have incorrectly assessed **your** claim please contact **us** on 01962 828 007 or by email to **corporate@denplan.co.uk** If **we** have made an error **we** will send **your** claim for reassessment. If however, **we** did not have the full and correct information about **your** claim **you** will need to provide **us** with this before **we** can send **your** claim for reassessment.

5. Eligibility

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

- a). **you** permanently live in the **UK**
- b). **you** are entitled to enter the scheme in accordance with the eligibility rules defined by **your** employer; and
- c). premiums are paid on **your** behalf by **your** company.

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

- d). the expiry of the **policy term**; or
- e). when **you** are no longer eligible to remain in the scheme according to the eligibility rules defined by **your** employer; or
- f). 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
- g). if **your** employer's group policy is cancelled; or
- h). **you** no longer live in the **UK**

6. Cancellation

The Financial Conduct Authority rules allow certain policyholders to cancel their policy and to have their premium returned. This will only apply to **you** if **you** are an unincorporated business (a sole trader or a partnership which is not a limited liability partnership) and **you** are purchasing cover for yourself as well as **your** employees.

If this applies to **you**, **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 before cancellation.

If **you** are not an unincorporated business purchasing cover for yourself and **your** employees, **we** can only accept cancellation requests from **your** company administrator.

7. General

- a). 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).
- b). Non-payment of premiums will result in **us** suspending **your** benefits or cancelling the policy.
- c). The law of England and Wales will apply to this policy.
- d). All information and communications to **you** relating to this policy will be in English.
- e). **You** must provide an up to date mailing address.
- f). If **you** (or anyone acting on **your** behalf) make a claim under this 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 whole or in part) **we** will be able to recover those sums from **you** and/or take the appropriate legal action against **you**. If **your** policy forms part of an employer's scheme, **we** reserve the right to contact the administrator of the scheme to inform them of any fraudulent activity.

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 Simplyhealth. 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 Corporate, 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.register.fca.org.uk 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:

- i. In the first instance, **you** should contact Customer Services on 01962 828 007 or write to:

Denplan 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. If **we** cannot resolve **your** complaint immediately **we** will write to **you** to acknowledge **your** complaint. **We** will then investigate **your** complaint and provide **you** with a final response within 8 weeks.

- ii. If **you** are not satisfied with **our** response, or **we** have not replied to **you** within 8 weeks **you** have the right to refer **your** complaint to The Financial Ombudsman at:

Financial Ombudsman Service
Exchange Tower
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.

If **your** policy forms part of an employer's scheme, **we** reserve the right to contact the administrator of the scheme to inform them of any concern, complaint or recommendation made by **you**.



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

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.