

# Welcome to your Dental Policy

This is Your Emergency Treatment Dental Plan Policy. Please read it now and then keep it somewhere safe.

The Policy, Your application and the schedule should be read together and form the contract of insurance.

For any help or assistance please contact Our Dental Team on 0800 633 5037.

Underwritten by Syndicate 2001 at Lloyds, London, for and on behalf of MS Amlin Underwriting Limited.

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## **Definition of Terms**

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We have defined below words or phrases used throughout this Policy. To avoid repeating these definitions please note that where these words or phrases appear they have the precise meaning described below unless otherwise stated.

Accident/Accidental Injury	Injury caused by direct impact to an Insured Person's teeth and gums (this includes damage to dentures whilst being worn).
Commencement Date	The date shown on the Policy when Cover under this Policy commences.
Cosmetic Treatment	Treatment not necessary to maintain oral health and which is solely for the purpose of improving the Insured Person's appearance.
Cover	Cover for Treatment and benefits subject to the terms and conditions of this Policy.
Date of Entry	The date when an Insured Person was included under this Policy.
Dental Services	The Dental Services described in this Policy.
Dentist	A fully qualified dental practitioner registered with the General Dental Council or any other person properly qualified and authorised to perform the Dental Services.
Emergency Treatment	Dental Services or supplies provided for the immediate relief of severe pain, trauma, swelling or bleeding of an Insured Person by a Dentist not being the Insured Person's registered Dentist or associated with the Policyholder's dental practice where the emergency occurred more than 50 miles from the Insured Person's registered dental practice.
Implant & Fixture	A dental implant refers to the manufactured item that is inserted into a surgically prepared hole or existing tooth socket in the jaw bone. The fixture (if applicable) refers to a second item that is attached to the implant and protrudes through the gum and provides a mechanism for the attachment of either a crown or a denture.
Insured Person	A person who is a registered patient of the Policyholder resident in the United Kingdom and for whom the appropriate premium has been paid and whose name has been forwarded to Us in accordance with the terms of this Policy.
In-Patient	An Insured Person who is admitted to hospital and stays for a period of at least 24 hours for the sole purpose of receiving Treatment on the recommendations of a Specialist.
Oral Cancer	A malignant (invasive) tumour inside the mouth.
Orthodontics	Treatment undertaken by a Dentist for the prevention and correction of irregularities of the teeth.
Period of Cover	The Period of Cover set out following the registration and acceptance of an Insured Person on the Emergency Treatment Dental Plan.
Policyholder/You/Your	The Dentist or dental surgery covered under this Policy from whom We receive and accept a premium and monthly bordereau in respect of their Insured Persons.
Policy	This contract being our contract with the Policyholder providing the Cover as detailed in this booklet. The application forms part of the Policy and must be read together with this document (as amended from time to time).
Review Date	1 <sup>st</sup> April each year.
Specialist	A registered medical or dental practitioner who holds or has held a position in the National Health Service and is registered on the appropriate specialist list of the General Medical Council or the General Dental Council.

Treatment	Dental Services or supplies described in this booklet which are clinically necessary for the maintenance and/or restoration of the oral health of an Insured Person provided that such services are: <ul style="list-style-type: none"> <li>a) provided by a Dentist;</li> <li>b) provided in accordance with accepted standards of dental practice;</li> <li>c) received by an Insured Person during a Period of Cover.</li> </ul>
United Kingdom	This comprises England, Scotland, Wales, Northern Ireland, The Channel Islands and the Isle of Man.
We/Our/Us/Insurer	Syndicate 2001 at Lloyd's, London, for and on behalf of MS Amlin Underwriting Limited.

## **Cover**

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The purpose of this Policy is to provide an Insured Person with Dental Services as described hereafter during the Period of Cover for Treatment of dental conditions by a Dentist at a dental surgery. We will pay benefits up to the maximum value shown provided that such Treatment is clinically necessary and received by the Insured Person during the Period of Cover.

### **Section 1 - Emergency Treatment Benefits**

If an Insured Person requires and receives Emergency Treatment outside a 50 mile radius from the Insured Person's registered dental practice and the Treatment is administered by a Dentist who is neither the Insured Person's registered Dentist nor associated with the Insured Person's dental practice We will pay up to the following specified limits for temporary dental Treatment up to £400 per incident subject to a maximum of £800 per Policy year.

#### **ITEM**

- a) Examination and report to include all necessary smoothing and polishing of teeth and treatment of sensitivity up to £30 per incident
- b) Radiographs up to £20 per tooth
- c) Fillings
  - i. amalgam – small (1 surface) up to £40 per tooth
  - ii. amalgam – medium (2 surfaces) up to £60 per tooth
  - iii. amalgam – large (3+ surface) up to £75 per tooth
  - iv. composite – small (1 surface) up to £65 per tooth
  - v. composite – medium (2 surfaces) up to £80 per tooth
  - vi. composite – large (3+ surfaces) up to £95 per tooth
- d) Extractions
  - i. first tooth up to £50
  - ii. per additional tooth up to £25 per tooth
  - iii. surgical extraction up to £200 per tooth
- e) Root extirpation to include dressing and any associated treatment of acute infection
  - i. 1 canal up to £45 per tooth
  - ii. 2 canals up to £50 per tooth
  - iii. 3 or more canals up to £70 per tooth
- f) Treatment of acute infection (not associated with endodontic therapy) to include incising of abscesses and treating infected sockets up to £25 per incident
- g) Investigation and dressing - first tooth up to £25. Per tooth thereafter up to £10
- h) Re-cement crown or inlay up to £25 per unit
- i) Re-cement bridge up to £35 per unit
- j) Construction and fitting of Temporary Crown up to £40 per unit
- k) Temporary bridge up to £75 per unit
- l) Arrest of abnormal haemorrhage including aftercare and associated suture removal up to £75 per incident

*Section 1 Benefits continued.....*

- m) Removal of sutures placed by another practitioner up to £15 per incident
  - n) Adjustment to denture up to £20 per incident
  - o) Repair of denture up to £40 per incident
  - p) Any other Emergency Treatment not otherwise specified under this policy up to £45 per incident
  - q) Evening, weekend and Bank Holiday call-out fees where treatment is provided outside the treating Dentist's normal surgery hours up to £110 per incident
- Benefit is also payable in the event of the Emergency Treatment being administered by the Insured Person's registered dental practice or any dental practice within a 50 mile radius of the Insured Person's registered dental practice.

**Exclusions to Section 1**

- 1 Dental Treatment administered by the Insured Person's registered dental practice or any practitioner covering for the Insured Person's registered dental practice or any dental practice within a 50 mile radius of the Insured Person's registered dental practice, other than in respect of 'q' above.

**Section 2 - Accident Treatment Benefits**

For the costs of dental Treatment (including prescription charges) received by the Insured Person in connection with a dental injury which occurs after the Commencement Date. We will pay up to the following specified limits for permanent Treatment (including appropriate temporary coverage) up to a maximum of £10,000 per dental injury. Treatment must be carried out by the Insured Person's registered Dentist unless in an emergency.

Please see the definition of Emergency Treatment as earlier.

**ITEM**

- a) Crowns
  - i. porcelain jacket up to £320 per unit
  - ii. ceramic bonded up to £390 per unit
- b) Metal bonded porcelain crown up to £440 per unit
- c) Bonded metal/porcelain bridge work up to £390 per retainer up to £255 per pontic
- d) Full metal crown up to £320 per unit
- e) All metal bridge work up to £285 per retainer up to £165 per pontic
- f) Laboratory constructed adhesive bridge up to £285 per retainer up to £165 per pontic
- g) Laboratory constructed adhesive facing or veneer up to £300 per unit
- h) Permanent denture
  - i. acrylic up to £365 per denture
  - ii. metal up to £490 per denture
- i) Temporary denture following tooth loss where required up to £165 per incident
- j) Laboratory made temporary bridge following tooth loss (where required) up to £100 – per incident
- k) Emergency and other treatment following dental injury not otherwise specified up to £350 per incident
- l)
  - (i) Root canal treatment incisor up to £115 per incisor
  - (ii) Root canal treatment canine up to £115 per canine
  - (iii) Root canal treatment premolar up to £150 per premolar
  - (iv) Root canal treatment molar up to £500 per molar

**Conditions to Section 2**

Where Treatment involves replacing any crown, bridge facing, veneer or denture, benefit shall be paid according to the cost of a replacement of similar quality within the limits of the Policy.

Where Implants are clinically necessary We will pay towards the costs of Implants up to the value of the equivalent bridgework within the specified benefit limits.

### **Exclusions to Section 2**

- 1 We will not be liable for Treatment directly or indirectly consequent upon:
  - (i) Injury caused by foodstuffs (including foreign bodies therein) in the course of consumption;
  - (ii) normal wear and tear;
  - (iii) injury whilst participating in boxing, martial arts, rugby, hockey and shinty (other than school rugby/shinty/hockey) unless appropriate mouth protection is worn;
  - (iv) injury caused otherwise than by direct extra-oral impact;
  - (v) damage which is not apparent within seven days of the date of impact resulting in dental injury;
  - (vi) damage to dentures occurring other than whilst being worn.
- 2 We will not pay for any costs incurred by Insured Person more than 18 months after the date of Accident.

### **Section 3 – Hospital Benefit**

If an Insured Person is admitted to hospital as an In-Patient as a result of a dental condition, We will pay £50 for each complete 24 hours the Insured Person remains in hospital under the care of a Specialist up to a maximum of 10 days or £500 per incident.

### **Exclusions to Section 3**

- 1 No payment will be made under this section if a payment is made under section 4 - Oral Cancer.
- 2 We will not pay for more than ten days of hospital benefit during any Period of Cover.

### **Section 4 – Oral Cancer**

If an Insured Person is diagnosed with Oral Cancer We will pay the Insured Person a lump sum as follows:

- i A lump sum of £2,500 if the Insured Person is under 75 years of age at the date of diagnosis.

We will only pay this sum for Oral Cancer once the Insured Person has been referred to a Specialist by their general practitioner or Dentist.

### **Conditions to Section 4**

- 1 Benefit under this section will only be paid once per Insured Person and thereafter cover under the Policy will cease and no refund of premium will be payable by us.
- 2 Benefit under this section in respect of the Insured Person will only be paid when Oral Cancer is diagnosed by a Specialist in Oral Cancer Treatment within the United Kingdom.

### **Exclusions to Section 4**

This section does not cover:

- 1 Oral Cancer diagnosed before the Insured Person joined the Emergency Treatment Plan;
- 2 cancer or tumours of the throat or any other cancers;
- 3 Oral Cancer which is related in any way to an HIV infection or AIDS;
- 4 Oral Cancer resulting from chewing tobacco products (including betel nut juice);
- 5 reimbursement for any charges or fees including charges for consultation or tests for invasive/non-invasive tumours;
- 6 any Oral Cancer resulting from failure to follow medical advice;
- 7 incidents unless diagnosed by a Specialist in Oral Cancer Treatment, following referral by a general practitioner or Dentist;
- 8 subsequent claims if the Insured Person has already received benefit under this section. After payment under this section, such Cover will cease and no refund of premium will be payable by Us;
- 9 persons aged over 75.

## **General Exclusions**

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In respect of all sections, benefits will not be available for:

- 1 Treatment which a Dentist is unable to provide due to circumstances beyond the control of such Dentist;
- 2 services or supplies which are not described in this Policy;
- 3 Cosmetic Treatment;
- 4 services, supplies or drugs which are experimental in nature, or not normally supplied by a dental practice;
- 5 dispensing and providing prescription drugs (unless they are antibiotics needed for Emergency Treatment);
- 6 Orthodontics;
- 7 any Treatment resulting from self inflicted injury;
- 8 any Treatment resulting from participation in any illegal or un-lawful activity;
- 9 any charges for the completion of the claim form or the submission of a claim;
- 10 dental Implants unless clinically necessary;
- 11 any costs associated with the administration of general anaesthetics;
- 12 charges incurred by the Insured Person resulting from broken appointments;
- 13 any Treatment which was prescribed, planned, diagnosed as necessary or is currently taking place at the Commencement Date;
- 14 Treatment, care or repair to teeth, gums, mouth or tongue in relation to “mouth jewellery” ;
- 15 damage caused by tooth brushing or other oral hygiene procedures;
- 16 injury whilst participating in contact sports including but not limited to Boxing, Martial Arts, Rugby, Hockey, and Gaelic Games unless appropriate mouth protection is worn;
- 17 reimbursement for travelling expenses or telephone calls;
- 18 mouthguards, gum shields or any other dental appliances unless in conjunction with a dental injury.

## **General Conditions**

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The following conditions apply:

### **1. Compliance with Policy Terms**

Our liability under this Policy will be conditional upon each Insured Person complying with its terms and conditions and the Policyholder paying or agreeing to pay the premium to Us.

### **2. Change of Risk**

The Policyholder must inform Us, as soon as reasonably possible, of any changes relating to Insured Persons (such as address or other personal details) which affect information given in connection with the application for Cover under this Policy.

### **3. Policy Duration and Payment**

- a) The Policy shall be for twelve calendar months commencing 1 April 2017 and ending 31 March 2018 and may be continued subject to the terms in force at the time of each Review Date.
- b) If the Insured Person obtains cover after the Commencement/Review Date, the Period of Cover shall be for the period up until the following Review Date and annually renewable thereafter.
- c) The premium payable shall be that prevailing generally at the Commencement Date or if later, the appropriate Review Date.
- d) The premium payable may be changed by Us from time to time. However, this Policy will not be subject to any alteration in payment rates generally introduced until the next Review Date.

*General Conditions continued.....*

**4. Cancellation**

- a) The Policy will be cancelled if an Insured Person no longer meets the eligibility criteria of the Dental Plan.
- b) This Policy will be cancelled automatically upon non-payment of the premium.
- c) Whilst We shall not cancel this Policy because of eligible claims made by any Insured Person We may at any time terminate an Insured Person's Cover or subject his/her Cover to different terms if he/she or the Policyholder has at any time;
  - i) misled Us by mis-statement or concealment;
  - ii) knowingly claimed benefits for any purpose other than as are provided for under this Policy;
  - iii) agreed to any attempt by a third party to obtain unreasonable financial gain to Our detriment;
  - iv) otherwise failed to observe the terms and conditions of this Policy or failed to act with utmost good faith.
- d) If We cancel the Policy or any Insured Person's cover We shall give the Policyholder 30 days notice sent by first class post to their last known address. If We do so, they may be entitled to a proportionate refund of premium.

**5. Claims Procedure**

- a) It is a condition of the Policy that all claims are accompanied by a fully completed claim form or a fully itemised printed receipt from the Dentist administering Treatment detailing:
  - i. Treatment administered and date of Treatment;
  - ii. fully itemised fee breakdown;
  - iii. Dentist's registration details and practice address.The completed form and/or receipts should be return to Denis UK Limited, PO Box 6833, Basingstoke, RG24 4PR.
- b) Reimbursement is available only if the Treatment is provided by a Dentist.
- c) If Treatment costs are likely to exceed £1,000 the Insured Person must call Denis UK Limited. Telephone 0800 633 5037, to obtain Our prior approval.
- d) If any benefit is provided or any payment is made under this Policy as a result of an action by a third party then the Insured Person must:
  - i) give Us full details of the potential claim against a third party;
  - ii) allow Us to pursue any loss under this policy at Our expense;
  - iii) help Us to take legal action if We ask the Insured Person to.

**6. Claims Notification**

All claims must be notified (and supporting documentation supplied) within 60 days of the date of completion of an item of Treatment. We will not be liable in respect of any claim notified late.

**7. Hospital Benefit**

The Insured Person must obtain at their own expenses from their Dentist confirmation of the period of hospitalisation and if requested, any further information to confirm the validity of the claim.

**8. Overseas Emergency Treatment - Claims Procedure**

Subject to condition 7 above if an Insured Person requires Emergency Treatment when abroad they should simply obtain the Emergency Treatment needed and ask for the invoice to be written in English and on return to the UK forward it to Denis UK Limited. Any fees for the translating of foreign documents into English for the purposes of claims settlement or administration shall be charged to the Insured Person and deducted from the claim settlement. Claim reimbursement will be in Sterling at the equivalent UK benefit scale using the exchange rate in force at the date of the claim settlement.

**9. Accidents - Claims Procedure**

Subject to condition 7 above in the event of the Insured Person needing Treatment following an Accident or a sports injury, the Insured Person must inform Denis UK Limited on 0800 633 5037 within 7 days of the Accident or as soon as reasonably possible. We may require confirmation of the Accident and Treatment before agreeing to any extra reimbursements necessary.

#### **10. Arbitration**

When there is a dispute over the amount to be paid for a claim under this Policy, the dispute must be referred to an arbitrator to be agreed between the Policyholder and Us in accordance with the law at the time. When this happens, a decision must be made before the Policyholder can take any legal action against Us.

#### **11. Alteration**

We may alter any of the terms of this Policy at any Review Date. Details of the change will be advised to the Policyholder at such time.

#### **12. Fraudulent or Unfounded Claims**

If any claim under this Policy is in any respect fraudulent or unfounded all benefit paid and/or payable in relation to that claim shall be forfeited and (if appropriate) recoverable by Us.

#### **13. Waiver**

Waiver by Us of any term or condition of this Policy will not prevent Us from relying on such term or condition afterwards.

#### **14. Settlement of Claims**

All settlements will be made by direct bank transfer to the Policyholders nominated bank account.

#### **15. Other Insurances**

Without prejudice to any other right or remedy We may have against any third party, if there is any other insurance covering any of the same benefits the Policyholder must disclose or procure that the relevant Insured Person discloses the same to Us. We shall not be liable to pay or contribute more than Our rateable proportion. Any payment or contribution over and above such liability shall be at Our absolute discretion and shall be without prejudice to this condition.

## **Complaints Procedure**

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If You have any questions or concerns about Your Policy or the handling of a claim You should, in the first instance, contact:

**Post:** Complaints Department, Denis UK Limited, PO Box 6833, Basingstoke, Hampshire, RG24 4PR

**Telephone:** 0800 633 5037 or +44 (0) 203 6996 581 from outside the UK.

**Email:** [assistance@denisuk.com](mailto:assistance@denisuk.com)

In the event that You remain dissatisfied and wish to make a complaint, You can do so at any time. Making a complaint does not affect any of Your legal rights.

If Your complaint cannot be resolved within two weeks, or if You have not received a response within two weeks, You are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of Your complaint and provide You with a written final response.

Lloyd's contact details are:

**Post:** Complaints, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN

**Telephone:** +44 (0) 20 7327 5693 Fax: +44 (0) 20 7327 5225

**Email:** [complaints@lloyds.com](mailto:complaints@lloyds.com)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If You remain dissatisfied after Lloyd's has considered Your complaint, or if You have not received a written final response within eight weeks from the date that Denis UK received your complaint, You may be entitled to refer Your complaint to the Financial Ombudsman Service who will independently consider Your complaint free of charge. Their contact details are:

**Post:** The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

**Telephone:** (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123 Tel (Outside UK): +44 (0) 20 7964 0500 Fax: +44 (0)20 7964 1001

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note:

- You must refer Your complaint to the Financial Ombudsman Service within six months of the date of the final response.
- The Financial Ombudsman Service will normally only consider a complaint from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees.

## **Data Protection**

The data controllers involved in the administration of this Policy and claims will have access to the Insured Persons personal information as well as to information about the Insured Persons dental health which is regarded as Sensitive Personal Data. The data controllers are subject to the Data Protection Act of 1998 and take all precautions necessary to protect that data. Under the Act, data may be transferred between companies and outside of the EEC provided that the data controllers of companies named in the Policy abide by the provision of the Act. By agreeing to this dental cover the Insured Person also provide consent to the data controllers of companies named in this Policy to handle and store any such data as may be required to manage the benefits as laid out in this Policy.

## **Compensation Arrangements**

Lloyd's Syndicates' obligations are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if a Lloyd's Syndicate is unable to meet its obligations to You under this contract. If You were entitled to compensation under the Scheme, the level and extent of compensation would depend on the nature of this contract. Further information about the scheme is available from the Financial Services Compensation Scheme (7<sup>th</sup> Floor Lloyd's Chambers, Portsoken Street, London, E1 8BN) and on their website at [www.fscs.org.uk](http://www.fscs.org.uk).

## **Scheme Administration**

Your Policy and claims are administered by Denis UK Limited on behalf of MS Amlin Underwriting Limited. Denis UK Limited can be contacted at the following address:

PO Box 6833  
Basingstoke  
Hampshire  
RG24 4PR

or by phone on 0800 633 5037.

## **Applicable Law**

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This contract shall be governed by and construed in accordance with English Law unless:

- i. You and the Insurer agree otherwise; or
- ii. At the date of the contract You are resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man,

in which case (in the absence of agreement to the contrary) the law of that country will apply.

## **Cancellation**

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Dental accident and emergency cover is included as part of a package of cover which is provided by the Policyholder. If the Insured Person wishes to cancel his/her dental plan they should contact Claremont Limited at West Park House, Stanway, Rushbury, Church Stretton SY6 7EF or info@claremontlimited.co.uk or 01584 841300.

This insurance Policy is underwritten by Lloyd's Syndicate No 2001 at Lloyds, London, on behalf of MS Amlin Underwriting Limited, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AG.  
MS Amlin Underwriting is listed on the Lloyd's Register of Underwriting Agents, reference number 01901D.  
MS Amlin Underwriting Limited is authorised and regulated by the UK Financial Conduct Authority.