

CODEplan Worldwide Dental Accident and Emergency Cover Terms and Conditions

Definitions of Cover

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 extra-oral or intra-oral 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 40 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 1st July 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:

- a) Provided by a Dentist
- b) Provided in accordance with accepted standards of dental practice
- c) Received by an Insured Person during a Period of Cover

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.

Worldwide Dental Accident and Emergency Cover

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 40 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. Any subsequent treatment required after the initial appointment is specifically excluded.

Policy Limits

- a) Examination and report to include all necessary smoothing and polishing of teeth and treatment of sensitivity up to £45 per incident
- b) Radiographs up to £30 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
 - 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 £35 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 £45 per unit
- i) Re-cement bridge up to £55 per unit
- j) Construction and fitting of Temporary Crown up to £65 per unit
- k) Temporary bridge up to £150 per unit
- l) Arrest of abnormal haemorrhage including aftercare and associated suture removal up to £75 per incident
- m) Removal of sutures placed by another practitioner up to £30 per incident
- n) Adjustment to denture up to £30 per incident
- o) Repair of denture up to £50 per incident
- p) Any other Emergency Treatment not otherwise specified under this policy up to £70 per incident
- q) Evening, weekend and Bank Holiday where treatment is provided outside the treating Dentist's normal surgery hours, call-out fees up to £110 per incident, or advice by telephone up to £25 per incident

Exclusions to Section 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 40 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 affecting their Sound and Natural Dentition or denture 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.

Extra-oral Trauma

Policy Limits

- a) Crowns
 - i. Porcelain jacket up to £410 per unit
 - ii. Ceramic bonded up to £445 per unit
- b) Metal bonded porcelain crown up to £440 per unit
- c) Bonded metal/porcelain bridge work up to £430 per retainer up to £400 per pontic
- d) Full metal crown up to £320 per unit

Section 2 Benefits continued...

- e) All metal bridge work up to £430 per retainer up to £400 per pontic
- f) Laboratory constructed adhesive bridge up to £285 per retainer up to £235 per pontic
- g) Laboratory constructed adhesive facing or veneer up to £400 per unit
- h) Permanent denture
 - i. Acrylic up to £430 per denture
 - ii. Metal up to £640 per denture
- i) Temporary denture following tooth loss where required up to £185 per incident
- j) Laboratory made temporary bridge following tooth loss (where required) up to £150 - per incident
- k) Emergency and other treatment following dental injury not otherwise specified up to £350 per incident
 - i. Root canal treatment incisor up to £250 per incisor
 - ii. Root canal treatment canine up to £250 per canine
 - iii. Root canal treatment premolar up to £255 per premolar
 - iv. Root canal treatment molar up to £400 per molar
- l) If you do not have Enhanced Implant Cover we will pay towards the cost of clinically required implants up to the value of the equivalent bridgework within the specified benefit limits above or replacement implants up to £1,400

Intra-oral Trauma

Policy Limits

- a) Treatment carried out on a non-restored tooth up to £150 per incident
- b) Fixed bridge repair up to £150 per incident
- c) Adhesive Bridges and Veneers - re-cementing work only up to £50 per incident
- d) All other treatments carried out on a restored tooth up to £50 per incident

Damage must be notified to Us within 30 days and must be apparent within seven days of the accident.

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.

Exclusions to Section 2 Extra-oral Trauma

- 1. We will not be liable for Treatment directly or indirectly consequent upon:
 - i. Normal wear and tear
 - ii. Injury whilst participating in boxing, martial arts, rugby, hockey and shinty (other than school rugby/shinty/hockey) unless

- appropriate mouth protection is worn
- iii. Injury caused otherwise than by direct extra-oral impact
- iv. Damage which is not apparent within seven days of the date of impact resulting in dental injury
- v. Damage to dentures occurring other than whilst being worn

Exclusions to Section 2 Intra-oral Trauma

- i. Normal wear and tear
- ii. Injury whilst participating in boxing, martial arts, rugby, hockey and shinty (other than school rugby/shinty/hockey) unless appropriate mouth protection is worn
- iii. Damage which is not apparent within seven days of the date of incident resulting in dental injury
- iv. Damage to dentures occurring other than whilst being worn
- v. Any claim in respect of the use of any sports mouthguards or other removable protective appliance or removable orthodontic appliance or braces

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 lifetime maximum of 365 days.

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 for treatment costs of up to a lifetime limit of £12,000.

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

Section 4 Benefits continued...

- 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:

- Oral Cancer diagnosed before the Insured Person joined the Emergency Treatment Plan
- Cancer or tumours of the throat or any other cancers
- Oral Cancer which is related in any way to an HIV infection
- Oral Cancer resulting from chewing tobacco products (including betel nut juice)
- Reimbursement for any charges or fees including charges for consultation or tests for invasive/non-invasive tumours
- Any Oral Cancer resulting from failure to follow medical advice
- Incidents unless diagnosed by a Specialist in Oral Cancer Treatment, following referral by a general practitioner or Dentist
- 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

General Exclusions

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

- Treatment which a Dentist is unable to provide due to circumstances beyond the control of such Dentist and/or
- Services or supplies which are not described in this Policy
- Cosmetic Treatment
- Services, supplies or drugs which are experimental in nature, or not normally supplied by a dental practice
- Dispensing and providing prescription drugs (unless they are antibiotics needed for Emergency Treatment)
- Orthodontics
- Any Treatment resulting from self inflicted injury
- Any Treatment resulting from participation in any illegal or un-lawful activity
- Any charges for the completion of the claim form or the submission of a claim
- Dental Implants unless clinically necessary
- Any costs associated with the administration of general anaesthetics
- Charges incurred by the Insured Person resulting from broken appointments
- Any Treatment which was prescribed, planned, diagnosed as necessary or is currently taking place at the Commencement Date
- Treatment, care or repair to teeth, gums, mouth or tongue in relation to "mouth jewellery"
- Damage caused by tooth brushing or other oral hygiene procedures
- Injury whilst participating in contact sports including but not limited to boxing, martial arts, rugby, hockey, and shinty unless appropriate mouth protection is worn
- Reimbursement for travelling expenses or telephone calls
- Mouthguards, gum shields or any other dental appliances unless in conjunction with a dental injury

General Conditions

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

- The Policy shall be for one year and may be continued subject to the terms in force at the time of each Review Date
- 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
- The premium payable shall be that prevailing generally at the Commencement Date or if later, the appropriate Review Date
- 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

4. Cancellation

- The Policy will be cancelled if an Insured Person no longer meets the eligibility criteria of the Dental Plan
- This Policy will be cancelled automatically upon non-payment of the premium

General Conditions continued...

- 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:
- Misled us by mis-statement or concealment
 - Knowingly claimed benefits for any purpose other than as are provided for under this Policy
 - Agreed to any attempt by a third party to obtain unreasonable financial gain to Our detriment
 - Otherwise failed to observe the terms and conditions of this Policy or failed to act with utmost good faith
 - 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 and a fully itemised printed receipt from the Dentist administering Treatment detailing:
- Treatment administered and date of Treatment
 - Fully itemised fee breakdown
 - Dentist's registration details and practice address.
- The completed form and receipts should be returned to DENIS UK Limited, PO Box 6833, Basingstoke, Hampshire, RG24 4PR
- b) Reimbursement is available only if the Treatment is provided by a Dentist
- c) If Treatment costs are likely to exceed £200 the Insured Person must call 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:
- Give Us full details of the potential claim against a third party
 - Allow Us to pursue any loss under this Policy at Our expense
 - 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 30 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, PO Box 6833, Basingstoke, Hampshire RG24 4PR. 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 by calling 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 nominated payee as detailed in Section 5 of the claim form.

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

If You wish to make a complaint concerning this Policy You should contact:

Complaints Department
Denis UK Limited
PO Box 6833
Basingstoke
Hampshire
RG24 4PR

In the event that You remain dissatisfied, You can refer the matter to Lloyd's Market Services at Lloyd's. The contact details are:

Complaints Department
Lloyd's Market Services
One Lime Street
London, EC3M 7HA
Tel: 020 7327 5693
Fax: 020 7327 5225
E-mail: complaints@lloyds.com

Complaints that cannot be resolved by Lloyds Market Services may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

This complaint procedure is without prejudice to Your right to take legal proceedings.

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 provides 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.

This insurance Policy is underwritten by Lloyd's Syndicate No 2001 managed by MS Amlin Underwriting Limited, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AG, United Kingdom. MS Amlin Underwriting Limited 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 Services Authority.

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 (7th Floor Lloyd's Chambers, Portsoken Street, London, E1 8BN) and on their website at www.fscs.org.uk

Scheme Administration

Your Policy and claims are administered by DENIS UK Limited on behalf of Amlin Underwriting Limited.

Applicable Law

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

Dental accident and emergency cover is included as part of a package of cover which is provided by the Policyholder or can be taken out by the Insured Person as an optional extra to their dental plan benefit if it is not included. If the Insured Person wishes to cancel his/her dental plan they should contact CODEplan, Elm Tree house, Bodmin Street, Holsworthy, Devon, EX22 6BB, telephone 01409 255 551 or email info@CODEplan.co.uk

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Claim Form

You can download a claim form or a copy of the latest Insurance Cover terms and conditions from codeplan.co.uk/cover