

DENCOVER DENTAL INSURANCE COVER



POLICY DOCUMENT

In return for the payment of the appropriate premium, the insurer, Red Sands Insurance Company (Europe) Limited, will cover you and any other insured person(s) against expenses incurred by you during the period of cover as a result of treatment you receive following private dental treatment, an accidental injury, a dental emergency or oral cancer treatment, subject to the exclusions detailed in this document.

This document explains what cover is provided and contains the full terms and conditions of the policy. The Schedule contains information about you, any other insured person(s), the claim limit, start date and period of cover. This document, together with the Schedule, policy summary and any endorsements, forms the policy and should be read as one document.

You are advised to read the policy carefully as your failure to comply with the terms and conditions may render the policy invalid and could jeopardize the payment of any claim which might arise.

If you have any questions regarding this policy or you would like to make any changes or additions to the cover, please contact the policy administrator on 0845 123 1078 (all calls are recorded for training, compliance and claims purposes).

ELIGIBILITY

You are eligible for cover under this policy if you:

- are permanently residing in the United Kingdom
- are aged between 18 and 65 on the start date

Signed for and on behalf of the Insurer

A handwritten signature in black ink that reads "E O'Regan".

Mr E O'Regan – Chief Underwriter



1. DEFINITIONS

The following words will have the meanings described below wherever they appear in this document.

Accidental Injury: a sudden and unexpected injury to the mouth, which causes damage to the teeth and/or gums and results from a direct oral impact

Benefit Limit: the maximum amount, as stated in the Table of Benefits, that we will pay for any one insured person per claim

Child/Children: your natural or legally adopted child/children, as noted on the Schedule, and who are:

- permanently residing in the United Kingdom; and
- over 6 months and under 18 years of age and permanently living with you; or
- over 18 and under 22 years of age provided they are:
 - not married or registered as being in a civil partnership; and
 - in full time education; and
 - living with you except during term time; or
- Entirely without gainful employment due to a physical or mental handicap and are chiefly dependant on you for maintenance and support.

They must continue to satisfy this definition on the date they become entitled to make a claim in order to claim benefit. No more than 4 children will be covered under this policy

College: the Royal College of Surgeons, the Royal College of Physicians or any of the Royal College of Medical Practitioners

Consultant: a medical or dental specialist who is a member of a college and is recognized by that college to be a consultant

Dentist:

- (i) within the United Kingdom a dental practitioner who is currently registered with the General Dental Council (and is not you or a relative) and is engaged in general dental practice; or
- (ii) in the case of emergency dental treatment outside the United Kingdom, a dental practitioner who is appropriately qualified, registered and practicing in the country in which treatment is received

Direct Group: Direct Group Limited, who is the administrator for all sections of this policy and whose registered office is situated at Direct House, White Rose Way, Doncaster, South Yorkshire, DN4 5NU

Doctor: a qualified UK-registered medical practitioner who is registered with the General Medical Council and practises in the United Kingdom. A doctor cannot be you or a relative

Emergency Dental Treatment: treatment provided during the initial emergency appointment and which is urgently required for the relief of severe pain, the inability to eat, arrest of a haemorrhage, control of an acute infection or which causes a severe threat to your general health. For the avoidance of any doubt the treatment must be provided out of hours or by a dentist other than your normal dentist as a result of you being more than 25 miles by road from your normal dentist when the emergency occurs. Any subsequent treatment required or received is excluded unless cover is specifically provided for under any section of this policy

End Date: the date on which this policy ends, which will be the earliest of the following:

- the date of your death;
- the date you or we cancel the policy as set out in the terms of this policy;

- the date you attain the age of 80;
- the expiry of the *period of cover*; or
- 1 month after the date that you do not pay the premium on the date it is due

Insured Person: any person, including the policyholder, who is noted on the Schedule

Insurer: Red Sands Insurance Company (Europe) Limited

Normal Dentist: the dentist with whom you are registered to receive treatment. If you are not registered with a dentist then we will deem the NHS dentist closest to your permanent place of residence to be your normal dentist

Oral Cancer: a malignant tumour with its primary site being in the oral cavity (including but not limited to the hard and soft palate, accessory, salivary, lymph and other gland tissue in the mucosal lining of the oral cavity but excluding the tonsils) and which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue, excluding non-invasive cancer in situ

Out of Hours: the necessity for a dentist to re-open the practice to provide *emergency dental treatment* outside the normal and published surgery hours

Partner: your legally married spouse, or your registered civil partner under the Civil Partnerships Act 2004 or a person who is permanently living with you in the same household as if they were your spouse or registered civil partner

Period of Cover: the period, as noted on the Schedule, for which we have agreed to provide cover and for which you have paid the relevant premium

Policy Year: the 12-month period immediately following the start date and each subsequent period of 12 months thereafter

Pre-existing Condition: any medical condition, injury, illness, disease, sickness or related medical condition and associated symptoms whether diagnosed or not, which you:

- knew about or should reasonably have known about at the start date; or
- have seen or arranged to see a dentist about during the 12 months immediately before the start date; and
- which comes back within 24 months after the start date

Premium: the amount, as noted on the Schedule, which you agree to pay each month in return for the cover provided under this policy

Relative: a partner, child or any other immediate family member related to you by blood, marriage or law

Schedule: the document which contains important information about you and this policy and forms part of the policy document

Start Date: the date, as noted on the Schedule, on which cover under this policy starts

Terrorism: an act, including but not limited to, the use of force or violence and/or the threat thereof, of any person on group of persons whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any sector of the public in fear resulting directly or indirectly from or in connection with the release of nuclear, biological, chemical or radiological agents

United Kingdom: England, Scotland, Wales, Channel Islands, Isle of Man and Northern Ireland

We/Us/Our: Red Sands Insurance Company (Europe) Limited whose registered office is situated at Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar and is registered in Gibraltar under company registration number 87598

You/Your: any insured person

From this point on, all defined terms appear in italics throughout this document

2. COVER PROVIDED

We will pay the benefits shown in the Table of Benefits below to *you* provided:

- *we* have received the relevant *premium*;
- *you* comply with the terms and conditions of this policy;
- the insured event occurs during the *period of cover*; and
- *you* comply with *our* requests in providing evidence of *your* claim.

Please note this is a monthly renewable policy. It shall be renewed automatically every month for which the *premium* is received and accepted by *us*, until the *end date*.

Table of Benefits

	Benefits and Percentage of Costs Covered	Maximum Claim Value Per Person Per Claim	Maximum Claims Per Person Per Policy Year
(i)	Private Treatment costs We will reimburse <i>you</i> the treatment costs of the following procedures:		
	Examination	£22.50	2
	Peri Scale (Scale and polish)	£22.50	2
	X-Ray	£6.00	2
	Filling claim value	75%, up to maximum £58.00	3
	Crown claim value	75%, up to maximum £175.00	2
	Bridge claim value	75%, up to maximum £220.00	1
	Mouth Guard claim value	75%, up to maximum £25.00	1 every 3 years
	Root Canal claim value	75%, up to maximum £105.00	1
	Simple Extraction claim value	75%, up to maximum £30.00	2
	Surgical Extraction claim value	75%, up to maximum £45.00	1
	Dentures – as an alternative to a bridge only claim value	75%, up to maximum £220.00	1

	<p>NHS Claims</p> <p>We will reimburse <i>you</i> in full the NHS treatment costs <i>you</i> have paid to <i>your dentist</i>, subject to the maximum number of claims applicable to each procedure listed above.</p> <p><u>Important Information</u></p> <p>If <i>you</i> make a claim for NHS charges and any part of <i>your</i> treatment falls outside of the NHS treatment guidelines, this treatment must be invoiced at the full private cost. This will be administered as a private claim subject to the maximum treatment costs and percentage of costs detailed above.</p>
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(ii)	<p>Emergency Dental Treatment</p> <p>United Kingdom cover for <i>emergency dental treatment</i></p>	£500	1
(iii)	<p>Emergency Dental Treatment</p> <p>Worldwide cover for <i>emergency dental treatment</i></p>	£500	1
(iv)	<p>Accidental Injury</p> <p>Dental treatment following an <i>accidental injury</i></p>	£500	2
(v)	<p>Oral Cancer</p> <p>We will reimburse <i>you</i> up to £5,000 for treatment costs associated with <i>oral cancer</i>, subject to the following conditions:</p> <ul style="list-style-type: none"> • the <i>oral cancer</i> must be diagnosed by a qualified <i>doctor</i> who is licensed to practise in the <i>United Kingdom</i>; • the benefit will only be paid for treatment given by a <i>consultant</i>, who is recognised as a specialist in cancer treatment, within the 12 months immediately following the date of diagnosis; and • the benefit will only be paid for one course of treatment. Once <i>you</i> have claimed for a course of treatment for <i>oral cancer</i> this cover ends. 		

3. EXCLUSIONS

You are not covered for and will not receive any benefit in respect of:

- 3.1 any dental treatment which was prescribed, planned or is currently taking place at the *start date*;
- 3.2 any treatment (with the exception of dental examinations, peri scale and x-rays and any *accidental injury, emergency dental treatment*) that is identified as being medically necessary within 90 days of the *start date*, whether or not the treatment is carried out during this period;
- 3.3 any treatment that is identified as being medically necessary at *your* first examination by a *dentist* if *you* have not been examined by a *dentist* in the 12 months immediately preceding the *start date*;
- 3.4 any amount in excess of the *benefit limit*;
- 3.5 any fees recoverable or otherwise covered by other dental schemes or insurance policies;
- 3.6 travelling expenses or telephone calls in connection with any treatment;
- 3.7 costs which *we* consider are not reasonable and necessarily incurred;
- 3.8 damage arising from, traceable to or caused by a *pre-existing condition*;

- 3.9 treatment *you* receive from a *dentist, doctor or consultant* outside of the *United Kingdom* but which treatment is not normally provided by a *dentist, doctor or consultant* in the *United Kingdom*;
- 3.10 treatment required as a direct or indirect result of *terrorism*;
- 3.11 treatment required within 2 months of receiving NHS treatment if the treatment is covered by the same NHS charge level that has already been paid for;
- 3.12 damage caused by alcohol, solvent abuse or drugs (other than drugs taken under the direction of a *doctor, dentist or consultant* and not to treat drug addiction);
- 3.13 damage caused whilst participating in any professional, semi-professional, or contact sport, including training, unless the appropriate mouth protection was being worn;
- 3.14 *accidental injuries* as a result of damage arising from, traceable to or caused by any gradually operating bodily deterioration, including normal dental wear and tear;
- 3.15 damage caused whilst taking part in any flying activity other than as a fare paying passenger in a commercially licensed aircraft;
- 3.16 loss of or damage to dentures unless they are damaged whilst being worn;
- 3.17 wisdom teeth extraction, elective surgical procedure, implants, veneers, cosmetic treatment, any type of tooth whitening or orthodontics;
- 3.18 treatment, care or repair to or in connection with tooth jewellery;
- 3.19 any claim that is not supported by medical evidence from a *dentist, doctor or consultant*;
- 3.20 loss or damage directly or indirectly caused by any self-inflicted injuries or wilful exposure to danger (except in an attempt to save human life);
- 3.21 prescription charges, laboratory fees, missed appointment fees or any other costs unless directly related to an *accidental injury*;
- 3.22 any costs associated with any type of specialist treatment, unless the treatment is a direct consequence of an *accidental injury*;
- 3.23 any costs of any treatment received more than 30 days after the date of an *accidental injury*;
- 3.24 We will not provide any benefit in respect of *Oral Cancer*:
 - 3.24.1 which *you* knew about or ought reasonably to have known about on the *start date*;
 - 3.24.2 for which *you* sought or received advice, treatment or counselling from any *doctor, dentist or consultant* during the 12 months immediately prior to the *start date*;
 - 3.24.3 diagnosed or for which testing or consultation began within 90 days of the *start date*, even if the diagnosis is not made until later;
 - 3.24.4 resulting from the chewing or use of tobacco products or betel nut or from prolonged alcohol, solvent or drug abuse (other than drugs taken under the direction of a *doctor, dentist or consultant*);
 - 3.24.5 charges for consultations and tests for non-invasive tumours;
 - 3.24.6 which is not supported by medical evidence from a *consultant*; or
 - 3.24.7 where *you* are able to begin a course of treatment under the NHS within 2 weeks of the date of diagnosis.

4. GENERAL CONDITIONS

- 4.1 *You* must take all reasonable steps to avoid or minimize any loss or damage.

- 4.2 Any benefit payable under this policy will not be taxed unless there are any amendments to the relevant legislation, in which event *we* will deduct any amounts which by law *we* have to deduct.
- 4.3 It is not intended that the Contract (Rights of Third Parties) Act 1999 should confer any additional rights to this insurance in favour of any third party.
- 4.4 If, at the time of an event giving rise to a claim under this policy, there is any other insurance policy in *your* name which is in force and which provides covers for the same expense, loss, damage or liability then *we* will only be liable for *our* proportionate value of the claim, such proportion being determined by reference to the cover provided under each of the relevant policies.

5. **CANCELLATION**

- 5.1 *You* may, within 14 days of the *start date*, cancel this policy by contacting *Direct Group*. If *you* cancel within this 14 day period *we* will refund any *premium* *you* have paid, provided that no claim has been submitted.
- 5.2 After the expiry of the 14 day period referred to above, *you* may cancel this policy by requesting *Direct Group*, in writing, to cancel the policy, however no refund of *premium* will be payable.
- 5.3 *We* may cancel this policy by sending 30 days' written notice direct to *you* at *your* last known address. If no claim has been submitted or is pending *we* will calculate the *premium* for the period *you* have been insured and refund any balance. If a claim has been submitted or is pending *we* will not refund any *premium*.

6. **AUTOMATIC TERMINATION**

This policy will automatically terminate on whichever of the following happens first:

- 6.1 the date *you* reach 80 years of age;
- 6.2 1 month after the date that *you* do not pay the *premium* on the date it is due; or
- 6.3 *your* death.

7. **HOW TO MAKE A CLAIM**

- 7.1 When *you* receive treatment or become aware of an incident or condition that could lead to a claim, *you* must inform *Direct Group* within 30 days or as soon as reasonably possible. *You* can download and complete a claim form from *our* website: www.dencover.com (claims). Please complete and return to *Direct Group* at the following address: Dencover Claims Department, Direct House, White Rose Way, Doncaster, South Yorkshire, DN4 5NU.
- 7.2 Alternatively, please call 0845 123 1078 (all calls are recorded for training, compliance and claims purposes). *Direct Group* will send *you* a claim form. *You* will need to complete the claim form and return it to *Direct Group*, together with all the information *Direct Group* requires to process the claim. If *you* delay in returning the claim form this could lead to the payment of *your* claim being delayed or not having *your* claim paid at all.

8. **ENQUIRIES OR COMPLAINTS**

- 8.1 The *Insurer* and *Direct Group* aim to provide a high level of service and to pay claims fairly and promptly. If *you* have an enquiry or complaint regarding this insurance, *you* should first contact Direct Group Limited at Direct House, White Rose Way, Doncaster, South Yorkshire DN4 5NU, by phone on 0845 123 1078 (all calls are recorded for training, compliance and claims purposes). Please quote *your* policy or claim number in all correspondence.

- 8.2 If *you* remain dissatisfied, *you* should contact Red Sands Insurance Company (Europe) Limited in writing at Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar or by phone on +350 216 50000, by fax on +350 216 50010 or by email at underwriter@redsands.gi. Please quote *your* policy or claim number in all correspondence.
- 8.3 In the unlikely event that the matter is still not resolved to *your* satisfaction *your* complaint can be referred to the Financial Ombudsman Services ('FOS') at South Quay Plaza, 183 Marsh Wall, Docklands, London E14 9SR or on phone number 0845 080 1800. Please note that *you* have 6 months from the date of *our* final response in which to refer the matter to the FOS. Referral to the FOS does not affect *your* right to take legal action against *us*.

9. IMPORTANT NOTES

9.1 **About the Insurer**

Red Sands Insurance Company (Europe) Limited is licensed and regulated by the Gibraltar Financial Services Commission under the Insurance Companies Act 1987 of Gibraltar and is a member of the UK's Financial Services Compensation Scheme and the Association of British Insurers (ABI).

9.2 **About the Administrator**

Direct Group is authorised and regulated by the Financial Services Authority and appears in the Financial Services Authority's (FSA) Register under register number 307332. *Direct Group* is a private company limited by shares incorporated in England under registered number 02461657.

9.3 **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme ('the Scheme'). *You* may, depending on the type of business, be entitled to compensation from the Scheme if *we* cannot meet *our* obligations. Further information about the Scheme and the compensation arrangements can be obtained by contacting the Scheme on phone number 0207 892 7300.

9.4 **Data Protection Act 1998**

We may store *your* information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention. *Your* personal details will only be disclosed to third parties if it is necessary for the performance of this insurance contract. It may be sent in confidence for processing to other companies in *our* group (or companies acting on *our* instructions), including those outside the European Economic Area. *You* signify *your* consent to such information being processed by *us* or *our* agents.

9.5 **Sensitive Data**

In order to assess the terms of this insurance or administer claims which arise, *we* may need to collect data which the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By accepting this insurance, *you* signify *your* consent to such information being processed by *us* or *our* agents.

9.6 **Anti-Fraud and Theft Registers**

We may pass information to various anti-fraud and theft registers. The aim is to help insurers check the information provided and to prevent fraudulent claims. When *your* request for insurance is considered, these registers may be searched. When *you* tell *us* or *Direct Group* about an event, the

information relating to the event will be passed on to the registers. It is a condition of this policy that *you* inform *us* or *Direct Group* about an event, whether or not it gives rise to a claim.

9.7 **Fraud**

You must not act in a fraudulent way. If *you* or anyone acting for *you*:

- makes a claim under the policy knowing the claim to be false or exaggerated in any way; or
- makes a statement in support of a claim knowing the statement to be false in any way; or
- sends *us* or *Direct Group* any documentation in support of a claim knowing the documentation to be forged or false in any way; or
- makes a claim for any loss caused by *your* deliberate act or with *your* agreement then *we* or *Direct Group*:
 - will not pay the claim;
 - will not pay any other claim which has been or will be made under the policy;
 - may declare the policy void;
 - will be entitled to recover from *you* the amount of any claim already paid under the policy;
 - will not return any of *your* premiums;
 - may let the police know about the circumstances.

9.8 **Other Important Notes**

- 9.8.1 The information that *you* have provided to *us* forms the basis of this insurance contact. It is important that *you* advise *us* of all material information and immediately notify *us* or *Direct Group* of any change in the information that has been provided. If *you* are in any doubt as to whether the information is material *you* should disclose it.
- 9.8.2 This policy, unless *we* have agreed otherwise, is governed by English Law and both parties agree to submit to the exclusive jurisdiction of the courts of England.
- 9.8.3 Under English Law, it is an offence to make a false statement or to withhold any material information in order to obtain a cover note or a schedule of insurance.
- 9.8.4 *We* reserve the right to decline any insurance risk or to change the *premium* and the terms quoted.
- 9.8.5 In accordance with the Disability Discrimination Act 1995, *we* are able, upon request, to provide a text phone facility, audio tape and large print documentation. Please advise *us* if *you* require any of these services to be provided so that *we* can communicate with *you* in an appropriate manner.