

Your Simply Dental Plan

Policy document: Part 2 – general terms and conditions,
monthly paid dental plans for individuals 2015



Certain words used in this **policy** have specific meanings. To avoid repeating the whole meaning **we** have shown these words in bold, and **you** can find their meaning in the 'definitions' section in **your** 'Policy document Part 1 – benefits and exclusions'.

Section 3: How to join

3.1 **You** can apply to join if, at the time **you** make **your** application, **you** are aged between the lower and upper age limits shown on **your table of cover** and are a UK resident. **You** must live permanently at an address in the UK and this must be **your** correspondence address. **We** do not have to accept **your** application or provide an explanation of **our** refusal. **We** do not cover professional sports people.

3.2 If **your table of cover** shows a premium level including **partners**, **you** can apply to include **your partner** on the **policy** at the same level as **you** if:

- they are aged between the lower and upper age limits shown on **your table of cover**
 - they live permanently with **you**
- and
- **you** pay the increased premium.

We do not have to accept **your partner's** application or provide an explanation of **our** refusal.

3.3 If **your table of cover** shows a premium level including **children**, **you** can apply to include up to a maximum of four of **your** or **your partner's children** on the **policy** if **you** pay the increased premium. The **table of cover** also shows the maximum age that **we** will cover **children** up to. **We** will cancel a **child's** cover when they reach the maximum age. **We** may request a **child's** original birth certificate if they are covered on the **policy**. Once a **child** has been covered on the **policy** they must stay on the **policy** for a minimum of 12 months. If a **child** is removed from the **policy**, they cannot rejoin (unless taking their own policy) for a period of three years.

Children can only be covered under one **policy**. If **you** currently have more than four **children** on the **policy** or **children** registered on more than one **policy** **you** will be able to keep **your children** covered. However, **you** will not be able to add any more **children** to the **policy** until there are fewer than four **children** covered. **You** will not be able to add a **child** to the **policy** if they are already covered under another **policy**.

3.4 Any information that **we** ask for and **you** give **us** must be accurate, true and completed to the best of **your** knowledge and belief. If **you** do not comply with this condition, **we** may either refuse **your** application or cancel the **policy**.

3.5 Cover under the **policy** is monthly and starts from **your registration date**. It continues from month to month until it is cancelled.

Section 4: Premiums and levels of cover

4.1 **We** must receive the premium before **we** will provide cover under the **policy**. **We** only accept premiums by direct debit and in the case of a voluntary scheme by payroll deduction if **we** have agreed this with **your** employer. **We** may ask for **your** first payment by debit or credit card. **We** must continue to receive the premiums in order for **you** to be able to claim. If **we** do not receive the premiums, **we** may suspend the **policy**.

4.2 The **table of cover** shows the levels of cover and the benefits available under each level. **Your** summary of cover will show which level applies to **you**. **You** can change **your** level of cover at any time but **you** must stay on that level for at least 12 months before **you** can change **your** level again. Any changes to **your** level of cover will not change your **claiming year**.

4.3 If **you** change **your** level of cover, any claims paid in the **claiming year** under the previous level will count towards the entitlement available under the new level of cover.

4.4 If **you** change **your** level of cover and **your** cover includes benefits that have **qualifying periods**, the **qualifying periods** will start again.

However, if **you** make a claim for a benefit during the new **qualifying period**, **we** will assess **your** claim as if **you** hadn't increased **your** level of cover.

This means that if:

- **you** have completed the **qualifying period** for the previous level of cover, any claim that **we** pay will be up to the maximum benefit limit for that level
- **you** have claimed the maximum benefit on the previous level of cover, **we** will not pay **your** claim because there is no more benefit available to **you** for that level.

For benefits that do not have a **qualifying period**, **you** can claim the increased benefits as soon as **your** increased level of cover comes into effect.

- 4.5 **You** cannot increase **your** level of cover if anyone covered under the **policy** is older than the upper age limit shown in the **table of cover**.
- 4.6 Insurance Premium Tax (IPT) is included in the premium. If IPT changes, **we** may have to amend **your** premium from the date that the IPT change is implemented. If **we** amend **your** premium because of an IPT change, **we** will tell **you**.

Section 5: Claims rules

- 5.1 **We** will not pay any claim while **we** have not received the premium for **your** cover or **you** are in breach of these **policy** conditions.

How to make a claim

- 5.2 In order for **us** to be able to pay a claim, **we** need to be satisfied that what **you** are claiming for is covered by the **policy** – for example, that any service or treatment is given to a person covered by the **policy**, or by a person who is qualified to provide it, or that what **you** are claiming for is not subject to a **policy** exclusion. If **we** are not satisfied that what **you** are claiming for is covered by the **policy**, **we** may not pay **your** claim.
- 5.3 To make a claim **you** must use the claim form **we** provide – this is personalised and specific to the people covered on the **policy**. If **you** do not have a claim form, please visit www.simplyhealth.co.uk where **you** can request a claim form or call Customer Services on 0370 908 3476.
- 5.4 When **you** make a claim, **you** need to send **us** a fully completed claim form, along with original supporting documentation (for example an original receipt or statement of account – **we** do not accept copies) that together should leave **us** in no doubt about:
- the name of the patient
 - the details of the practitioner or establishment and the service or treatment that they have provided

- the date of the service or treatment and
- the amount paid for that service or treatment.

- 5.5 **We** do not accept receipts that have been altered or invoices, credit or debit card receipts or photocopies of any accounts. **We** do not return any documentation.
- 5.6 **We** do not pay any amounts **you** may be charged for completing the claim form.

Signing the claim form

- 5.7 **You** and **your dental clinician** must both sign the claim form, if not **we** may not pay the claim. It is **your** responsibility to ensure that the information on the claim form is correct.
- 5.8 **We** will not accept any claims sent directly by a healthcare professional or institution.

Claims over £500

- 5.9 **You** must give **us** any information or documents to support a claim for more than £500. This could include:
- dental records
 - X-rays and photographs
 - dental casts or models
 - price lists or guidelines for the dental practice, or
 - evidence of your dental history.

If **you** make a claim for 'accident' benefit, **we** may ask for evidence of the **accident** and a fully itemised list of charges for treatment.

Important: if **we** ask for further information or evidence from **you** or a **dental clinician**, **we** will temporarily stop processing that claim until **we** have received the information that **we** have asked for. **We** may not be able to process **your** claim if **your dental clinician** refuses to provide the information that **we** ask for.

If we need more information

- 5.10 If the information that **you** have given **us** is not enough for **us** to validate **your** claim, **we** may need to ask the person who provided the service or treatment for more information (although **we** will not pay if there is a charge for this). **We** will not be able to process **your** claim if **we** do not have the information that **we** need.
- 5.11 If **we** incur any costs in obtaining extra information, **we** can deduct these from **your** claim; if **we** do this, **we** will explain how **we** have calculated these costs, although if **we** ask **you** to attend an appointment with the specialist, **we** would pay for this.
- 5.12 **We** will not give **your** medical information to anybody outside Simplyhealth without **your** consent.

Simplyhealth dentist

- 5.13 **We** may ask for a second opinion from a **Simplyhealth dentist** - **we** will pay the cost for this.
- 5.14 By signing **your** claim form **you** are consenting to medical information about **your** claim being shared with a **Simplyhealth dentist**. They will check that **your** treatment:
- was clinically necessary
 - has been supplied at a reasonable cost when compared to similar dental work carried out in the United Kingdom.

If a **Simplyhealth dentist** has raised concerns about **your** treatment, **we** reserve the right to refer **your** clinical records to the General Dental Council. **We** will tell **you** if **we** plan to do this, and remove all specific references to **your** personal identity if **you** ask **us** to.

- 5.15 **We** may ask **you** to attend an appointment with a **Simplyhealth dentist** in order for **us** to assess whether or not **your** treatment was **clinically necessary**. **We** will pay the expenses involved in this. If **you** do not attend the appointment, **we** may not be able to pay **your** claim.
- 5.16 Where the **Simplyhealth dentist** advises **us** that some or all of the treatment carried out was not **clinically necessary**, **we** may not pay the claim.

Paying claims – rules

- 5.17 **We** will only pay for treatment that **you** have already received and have paid for. **We** do not pay for a **course of treatment** that **you** have paid for but have not yet received. This means that if you have a **course of treatment** over a period of time (for example in stages), **you** can only claim for the stages of treatment that **you** have already received and paid for.
- 5.18 **We** will pay claims from the entitlement available in the **claiming year** in which **you** receive the service that **you** are claiming for (for example the date that **you** had the treatment).
- 5.19 **We** will not pay claims where **you** have paid costs with:
- discount vouchers, coupons or,
 - any type of retail points scheme or loyalty scheme.
- 5.20 **We** pay claims into a bank account. It is **your** responsibility to give **us** the bank account details where **you** want **us** to pay claims.

- 5.21 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.

Paying claims – timescales

- 5.22 **We** try to pay valid claims as quickly as possible but **we** are not obliged to pay them within a specific timescale. They rely on **you** submitting **your** claim within a reasonable time of **your** date of treatment, so please send in **your** claim as soon as possible.
- 5.23 The longer the time between date of treatment and submitting **your** claim the more difficult it may be for **us** to validate it. If **we** are not able to validate **your** claim for any reason, for example **your dental clinician** no longer has access to your dental records, **we** may not be able to pay **your** claim. For this reason **we** recommend that **you** send **your** claim to **us** within six months of **your** date of treatment.

Claims outside the United Kingdom (UK)

- 5.24 **We** will only accept claims under the 'accident' and 'emergency visit' benefits for treatment that **you** receive outside the UK during a trip of up to and including 28 days' duration. **We** will not cover **you** if the purpose of the trip is to receive treatment outside the UK. **We** will only pay claims where **you** have provided suitable evidence, including that **your** visit did not exceed 28 days in total. **We** will need a translation of the statement of account or receipt in to English both giving details of the claim. The **dental clinician** treating **you** must hold comparable qualifications to a **dental clinician** who practices in the UK.

5.25 If **you** send **us** receipts in a foreign currency, **we** will calculate the rate of exchange to sterling using the rate published by Oanda (www.oanda.com) which applied on the date of treatment.

Other claims rules

- 5.26 **You** can only claim under one benefit for each treatment that **you** receive.
- 5.27 If **you** submit a claim under the wrong benefit **we** will allocate the claim to the appropriate benefit and settle the claim accordingly. For example if **you** make a claim under the 'emergency visit' benefit which **we** assess and find that it does not fulfil the criteria for an emergency visit, **we** would pay the claim from the 'treatment' benefit if that was appropriate.
- 5.28 If **we** have asked for further information from **you** or a **dental clinician** in order to validate a claim, **we** may not pay any claims on this **policy** until **we** have received that information and been able to fully assess the claim.
- 5.29 **We** can monitor claiming behaviour on policies and may request an appointment with **you** to discuss **your** claims. If **you** do not co-operate with **our** reasonable requests, **we** may not pay claims and **we** may cancel all **your** policies with Simplyhealth.

Other insurance policies

5.30 Other insurance held by **you** with **us** – if **you** are covered under another insurance **policy** with **us**, then **you** can claim on both policies up to **your** maximum benefit limits (subject to specific **policy** restrictions). It is **your** responsibility to tell **us** if **you** wish to claim from other policies – **you** should contact customer services or complete the appropriate claim forms. The total **we** pay under all policies cannot be more than the costs that **you** have paid.

5.31 Other insurance held by **you** with a different company – if **you** have other insurance (for example a cash plan, or medical insurance from **your partner's** employer) that covers **you** for any of the same benefits under this **policy** and **you** make a claim on this Simplyhealth **policy** **we** will have the right to seek a proportion of any costs from the other insurer. When **you** make a claim **you** must tell **us** if **you** have other insurance which could cover **your** treatment costs and give **us** the other insurer's contact and **policy** details.

5.32 Claims that **you** may have against third parties – if **you** are bringing, or are entitled to bring, a legal compensation claim against a third party which would cover claims met under the **policy**, then **you** must tell **us** about this as **we** may have the right to recover these sums from that third party. To enable **us** to do this, **you** must tell **us** about the claim, keep **us** informed of its progress, and act in accordance with **our** instructions.

If **we** consider that **you** have a legal right to compensation from another party for costs which **you** have claimed for under the **policy**, **we** are entitled to take legal action against that third party (including legal action in **your** name) to recover the amount **you** have claimed.

Section 6: Fraud

6.1 The contract between **you** and **us** is based on mutual trust. To protect **our** members, **we** have rigorous anti-fraud measures. These include:

- investigating claims through the use of private investigators
- passing details of suspected fraudulent claims to the police or the Crown Prosecution Service for them to investigate and prosecute through the criminal courts
- working with the NHS Counter-Fraud team, Health Professionals' Trade Associations, other insurance companies and other agencies with an interest in controlling fraud of this nature (as detailed in section 11 - 'How **we** use information that **we** hold about **you**')

6.2 Fraud is a criminal offence that can result in a large fine or even a prison sentence. When **we** find examples of fraud, **we** will always seek to prosecute offenders. If a **member** acts fraudulently, **we** will always seek to recover the costs of all fraudulent claims plus interest and **our** own legal costs.

6.3 If **we** reasonably suspect that **you** have submitted a fraudulent claim, or that **you** are acting without the utmost good faith, **we** are unlikely to pay claims and may suspend the **policy**. **We** may also cancel all **your** insurance policies with **us** and with any other company within the Simplyhealth Group. To avoid doubt, the following list contains examples of practices **we** would class as fraudulent or failing to act with utmost good faith:

- deliberately giving **us** false information about **you**, a person on the **policy** or a claim on the **policy**

- making any claim under the **policy** where **you** know that the claim is false, or is exaggerated in any respect
- making a statement in support of a claim where **you** know the statement is false in any respect
- sending **us** a document in support of a claim where **you** know the document is forged, false or otherwise misleading in any respect
- making claims under more than one insurance policy in order to receive a sum greater than the cost of treatment (this is called 'betterment')
- submitting claims for costs which are clearly outside those recoverable under these Terms and Conditions
- **you** do not give **us** support to verify the validity of a claim
- **you** do not tell **us** of another means by which **you** could recover costs of treatment.

Section 7: Limitations and cancellations of cover

- 7.1 **We** are an organisation run purely for the benefit of **our** members, with no shareholders and therefore no need to pay dividends. **We** adopt a community pricing approach for the majority of **our** products; this means that members with the same product pay the same premium regardless of their personal circumstances or stage in life.

By taking this approach, cover is there for **you** at a reasonable cost when **you** most need it, with the help of contributions from the rest of the members of **your** community. In order to protect **our** ability to continue to offer community pricing, and maintain premium and benefit levels for the widest possible community of members, **we** may transfer a group of members to a new product by cancelling their existing policies and providing them with a new **policy** in its place. Where **we** do this, the new **policy** will have premiums, benefits and terms and conditions that more fairly reflect the level of claims made by that group of members whose policies have been transferred.

A group includes all members who:

- live within a postcode area (for example XY1)
- are part of an employee scheme
- regularly use a particular healthcare establishment.

- 7.2 **We** will only take action under section 7.1 where the group has an adjusted claims loss ratio which is at least 150% of the average adjusted claims loss ratio of all members covered by these terms for each of the last 3 full calendar year or for at least 4 of the last 5 full calendar years. The adjusted claims loss ratio is the amount claimed in a given calendar year divided by the premiums received in the same calendar year, not including claims for **mouth cancer**.

- 7.3 If **you** are affected **we** will:

- explain why **we** have taken such action, and why it has impacted **you**
- give **you** details of the new product **you** are being transferred to, including premiums, **table of cover** and terms and conditions
- give **you** at least 3 months' notice of such a change
- offer **you** the right to cancel with immediate effect, in which case the earliest date on which the **policy** will terminate will be the end of the month for which **you** have paid premium.

You will not need to re-serve **qualifying periods**, but claims made under this **policy** or the new product will count towards the maximum benefit entitlement of the new product for the **claiming year** in which the transfer takes effect.

- 7.4 **You** agree to **us** providing **you** with the new product unless **you** tell **us** that **you** wish to cancel. This clause does not affect **your** right to cancel under section 7.3.

Section 8: How does cover end?

8.1 All cover under this **policy** will end automatically, and **we** will not cover **you** for any claims for treatment received after **your** cancellation date for **you** and all other people included on the **policy** if:

- **you** cancel the **policy** by giving **us** one month's notice. **We** will not refund any premiums **you** have already paid. If **you** wish to cancel the **policy**, please call **us** on 0370 908 3304
- **we** do not receive payment for three consecutive months. **We** will always attempt to contact **you** to tell **you** that **we** have not received the payment. **We** do this before **we** cancel the **policy** in order to give **you** the opportunity to pay the unpaid premium and keep the **policy** active
- **you** die. **Your partner** and **children** will be able to continue dental cover with Simplyhealth, although the premiums, benefits and exclusions may not be the same as this product
- **we** exercise **our** right to cancel the **policy** if **we** make a commercial decision to stop providing this **policy** or an equivalent policy. **We** will give **you** at least three months' written notice of **our** decision

- **we** exercise **our** right to cancel the **policy** at any time (backdated where appropriate) if:
 - **we** have reason to suspect that **you** submitted a fraudulent claim
 - **you** breach the terms and conditions of the **policy**
 - **you** do not act with utmost good faith
 - if **you** are abusive to **our** staff. To protect **our** staff, **we** ask that **you** treat **us** in the way **you** wish to be treated. If **you** are abusive during **our** contact with **you**, **we** will terminate the contact. If **you** continue to be abusive, **we** reserve the right to cancel all policies **you** hold with Simplyhealth.

8.2 All cover for a **partner** or **child** included on the **policy** will end when he or she dies or is no longer eligible for cover (for example a **child** reaches the maximum age or a **partner** no longer permanently lives with **you**).

Section 9: Customer care

9.1 **We** aim to provide **you** with the very highest levels of customer service and care at all times. To maintain this service standard, **we** have a procedure **you** can use to raise any concern, complaint or recommendation that **you** have. In the first instance **you** should contact Customer Services on 0370 908 3476 or write to Simplyhealth Customer Services, at **our** registered office address of Hambleden House, Waterloo Court, Andover, Hampshire SP10 1LQ. **We** will investigate any complaint and issue a final response.

9.2 If **you** are not satisfied with **our** response, or **we** have not replied within eight weeks, **you** have the right to refer **your** complaint to: Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Telephone: 0800 023 4567

The Financial Ombudsman Service will only consider **your** complaint if **you** have given **us** the opportunity to resolve the matter first. Making a complaint to the Ombudsman will not affect any legal rights that **you** may have. **We** will send **you** full details of **our** complaints procedure if **you** ask **us** for them.

9.3 Changing **your** mind – **you** have 14 days from receiving **your** welcome letter to change **your** mind and receive a full refund of any premiums that **you** have paid, provided **you** have not made any claims. If **you** change **your** mind, please call 0370 908 3476 or write to Simplyhealth Customer Services at **our** registered office address, and **we** will cancel the **policy** for **you**.

- 9.4 Changes to **your** details – **you** must tell **us** as soon as reasonably possible of any changes to the information **you** have given to us, including any change of address, marital status or any other material change. If **you** do not tell **us** about any changes, it might mean that **we** make changes to the **policy** without being able to tell **you** about them, for example **your** premium being increased.
- 9.5 **You** are protected by the Financial Services Compensation Scheme (FSCS) – in the unlikely event that **we** go out of business or into liquidation the FSCS protects **you**. If this happens, any valid outstanding claims **you** have at that point would be paid by the scheme. For more details on the scheme please visit www.fscs.org.uk or contact the FSCS direct on 0800 678 1100.

Section 10: What happens if we change the terms and conditions of the policy

- 10.1 Only **we** can change the terms of the **policy**. A change could be, for example:
- the cover that the **policy** provides (this could include the benefits, benefit limits, percentage paybacks)
 - rules about adding people or how to claim
 - premiums.
- 10.2 If **we** change the **policy**, **we** will give **you** one month's notice. **We** will tell **you** about the changes by writing to the address that **we** hold for **you**. If for whatever reason **you** do not receive details of the changes, those changes will still take effect.
- 10.3 If **we** change the terms of the **policy**, **we** will pay claims according to the terms that applied at the time **you** received the service that **you** are claiming for (for example the date that **you** had the treatment).

Section 11: How we use information that we hold about you

- 11.1 **We** will hold and use information relating to **you**. **We** call this information personal data.
- 11.2 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.
- 11.3 **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).
- 11.4 **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.
- 11.5 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.

- 11.6 **We** operate strict procedures to ensure that personal data is kept secure.
- 11.7 **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.
- 11.8 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, Simplyhealth, Hambleden House, Waterloo Court, Andover, Hampshire, SP10 1LQ.
- 11.9 Simplyhealth records telephone calls for training and quality assurance purposes.

Section 12: General points

- 12.1 Waiver – if **we** decide not to enforce a term of this **policy**, this does not mean that the term no longer applies. **We** may rely on that term at a later occasion if **we** decide to do so, unless **we** have told **you** in writing that the term no longer applies.
- 12.2 Enforcement – no term of this **policy** or any part of it is enforceable under the Contracts (Rights of Third Parties) Act 1999 ('the Act') by a person who is not party to it. For the purposes of the Act **your partner** and any **children** are not party to the **policy**.
- 12.3 Law and jurisdiction – this **policy** is governed by the laws of England and Wales. Any disputes arising in connection with the **policy** which are not resolved through **our** complaints process can only be dealt with by the courts of England and Wales unless **you** and **we** agree to a different method to resolve the dispute.
- 12.4 Language – **we** will communicate with **you** in English.

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