

Your Simply Dental Plan

Policy document

Part 2

Inside you'll find all you need to know about adding your family, changing your cover and claiming as well as other important information about your dental plan



Certain words and phrases used have specific meanings in the policy rules. We use **bold type** to show you which these are and so we don't have to keep explaining what they mean. You can find their meaning in the 'definitions' section in your 'Policy document - part 1'.

Section 4: Membership

4.1 Can I add my family to this policy?

If the **table of cover** shows cover for **partners** and **children**, then the **policyholder** can add them to this **policy**. They must be added on the same level of cover as the **policyholder**.

A **partner** must:

- be within the joining age limits shown on the **table of cover**, and
- live with the **policyholder**.

A **child** must be under 18 (we may ask for proof of this).

We do not have to agree to add a **partner** or **child** to this **policy** or explain why.

4.2 When can I add someone to this policy?

The **policyholder** can add their **partner** or **children** to this **policy** anytime during the **policy year**.

4.3 When can I remove someone from this policy?

The **policyholder** cannot remove their **partner** or **child** from this **policy** until the **renewal date**.

4.4 Can I add a child to more than one Simplyhealth policy?

No. A **child** who is already covered on another Simplyhealth policy cannot join this **policy**.

4.5 Is there a limit to the number of children that I can add to this policy?

Yes, the limit is four **children**. However, if you already have more than four **children** on this **policy**, or other Simplyhealth policies, those **children** will remain covered but we will not allow any of your other **children** to join this **policy** until there are fewer than four **children** covered.

4.6 How long will my children be covered on this policy?

Each **child** will be covered until the first **renewal date** after their 18th birthday.

4.7 Can I have cover if I live outside the UK?

No. You must live in the UK. If a **member** leaves the UK to permanently live abroad then they will no longer be covered from the date that they leave.

4.8 What if my contact details change or if I no longer live with my partner?

You must tell us as soon as you reasonably can about these changes. If you don't then we may not be able to tell you about any changes we intend to make to this **policy**, including changes to the premium.

4.9 How long does my cover last?

This is an annual **policy** that lasts for 12 months.

Your cover starts from the date that we include you on the **policy**. It carries on until the **renewal date**. It then carries on from one **renewal date** to the next until either we or the **policyholder** cancel it.

Section 5: Paying premiums, IPT and changing cover

5.1 How can I pay?

You must pay by direct debit, although we may ask you for the first payment by debit or credit card rather than wait until the direct debit is set up before starting this policy.

In some cases, where it has been agreed, the **policyholder's** employer may pay us the premium directly from the **policyholder's** salary.

5.2 What happens if you don't receive the premium?

Whether the **policyholder** pays us directly or through their employer, if we don't receive the full premium, we won't pay claims and we may suspend or cancel this **policy**. We will tell you if this happens and what you need to do to continue cover.

5.3 Does the premium include Insurance Premium Tax (IPT)?

Yes. This is a policy for people who live in the UK and so we charge IPT. If IPT changes, we may need to change the premium to reflect the change. We will tell you about this in your renewal communication.

5.4 Can I change my level of cover?

Yes but you can only make one change to your level of cover during the **policy year**. However, you can't change to a higher level of cover if anyone covered by this **policy** is aged above the upper joining age limit shown in the **table of cover**, or if we have waived the premium for any reason.

5.5 Will changing my level of cover change my policy year?

No. Changing your level of cover will not change your **policy year**.

5.6 Will claims already paid in the current policy year under my previous level of cover count

towards the limit for my new level of cover?

Yes. If your level of cover changes, claims paid in the current **policy year** under your previous level of cover will count towards the annual limit for your new level of cover.

5.7 **What happens to the qualifying periods if I increase my level of cover?**

If your level of cover increases, the **qualifying periods** start again from the date you change your level of cover.

5.8 **What happens if I make a claim on a benefit that has a qualifying period after I've changed my level of cover?**

If you make a claim on a benefit that has a **qualifying period** after a change to your level of cover, we'll assess your claims as if your level of cover hadn't changed. So, if you completed the **qualifying period** for the lower level, we will pay your claims up to the benefit limit for that lower level.

Section 6: Claims rules

6.1 **Will my claim be paid if I haven't paid my premium?**

No. We only pay claims if we have received the full premium for your cover.

6.2 **Can I claim if I have paid for treatment but not yet had it?**

No. We'll only pay for treatment that you have already received, been charged for and have paid in full.

6.3 **Will you assess my claim using the treatment date or the date I paid for it?**

We'll assess your claim using the treatment date which may be different to the date that you paid for it.

We'll pay your claim from the amount of benefit you have available at the treatment date in the **policy year** in which you receive the treatment that you are claiming for.

6.4 **How will my claim be paid?**

We will pay claims into the bank account that the **policyholder** has asked us to.

6.5 **How quickly should I submit my claim?**

As quickly as possible. If there is a long time between the treatment date and when you make a claim, it may be more difficult for us to assess it (for example, your **dental clinician** may no longer have access to your records). This is why we recommend that you send your claim to us as quickly as possible and at least within six months of your **treatment date**. If we're unable to validate your claim, your claim will not be paid.

6.6 **What happens if you pay me more than I'm entitled to by mistake?**

If we pay you more than you're entitled to by mistake, we'll either ask you to repay that money, or we'll deduct it from any other claim that you make on any of the policies you hold with us. You're not entitled to keep any overpayment.

6.7 **What happens if I get a refund for the treatment I've had from the person who provided it but you've already paid me?**

If you get a refund, you need to tell us. We'll ask you to repay that money, which we'll reallocate to your benefit entitlements or we may decide to deduct it from the next claim you make. If a payment is not received we may decide to suspend or cancel this **policy** until it's been paid.

6.8 **What happens if I mistakenly claim for the incorrect benefit?**

If you mistakenly claim for the incorrect benefit (for example you claim under the 'emergency visit' benefit for a check up), we won't decline the claim, we'll just assess it under the correct benefit.

6.9 **What happens if you pay a claim after this policy has been cancelled?**

If we pay a claim after this **policy** has been cancelled, we'll contact you to repay that money.

6.10 **Can I claim for treatment using more than one benefit?**

No, you must choose which benefit to claim under for each treatment.

6.11 **What happens to my claim if you have asked for more information?**

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've received that information and been able to fully assess the claim.

6.12 **I have two policies with you, can I claim on them both?**

Yes. If you have two policies with us, you can claim on both up to your benefit limits. It is up to you to tell us if you'd like to claim on your other policy and you may need to complete another claim form. We will not repay more in total than you've paid for the treatment if you decide to claim on both policies.

6.13 **What happens if I make a claim on this policy but also have a policy with a different company that covers the same claim?**

If you make a claim on this **policy** and you have a policy with a different company which would cover the same claim then you must tell us. We may contact the other company about the

claim so that we don't pay costs that they have already paid. If we find that we've paid more than we should have done then we'll take action to recover the overpayment from you.

6.14 **Can I claim for treatment I've received outside the UK?**

Yes. You can claim 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.

6.15 **What information do I need to send to support a claim for accident or emergency treatment outside the UK?**

You'll need to send a translated statement of account or receipt in 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. You'll also need to provide suitable evidence that your trip did not exceed 28 days in total. If you send us receipts in a foreign currency, we'll calculate the rate of exchange to sterling using the rate published by Oanda (www.oanda.com) which applied on the treatment date.

Section 7: Your claims for legal compensation against third parties ("subrogation")

7.1 **What should I do if I have a claim against a third party for compensation?**

You must tell us as soon as you can if you have a claim for compensation against a third party (for example, if they've caused you a personal injury in a car accident) and the compensation includes the cost of treatment that you have claimed for under this **policy**, as we may have a legal right to recover those costs (either from you or from the third party involved, depending on whether or not you have yet received any compensation).

Section 8: How does cover end?

8.1 **Can I cancel this policy?**

The **policyholder** can cancel for any reason by notifying us during the 14 day 'cooling off' period which begins on the **start date** or the next **renewal date**, or the day that they receive their policy documents if that is later.

We'll refund the premium for the 'cooling off' period although we will deduct the costs of any claims paid during that time from the refund. If the cost of those claims is greater than the premium, then you won't be entitled to a refund.

After the 'cooling off' period the **policyholder** needs to give one month's notice in order to cancel this **policy**, in which case we will not backdate cancellation or refund any premiums.

To cancel this **policy**, please contact us.

8.2 **Can Simplyhealth cancel this policy or remove a person from this policy?**

Yes. We'll be entitled to cancel the **policy** or remove a person from this **policy**:

- if we haven't received the premium for three months in a row. If this happens, we'll notify the **policyholder** (or their employer if the premium has been taken from their salary)
- if the **policyholder** asks us to and this will take effect from the date we confirm they have been removed. We won't refund the premium and if there is an adjustment to the premium to be made this will take effect from the next month
- if the **policyholder** dies. If there are any other **members** on this **policy**, we may contact them about alternative cover
- if the **policyholder** and their **partner** no longer live together at the same address
- when a **child** reaches the age of 18. We'll cancel the **child's** membership at the next **renewal date**
- if we detect fraudulent activity on this **policy**
- if a **member** behaves inappropriately or in a way that we consider to be abusive to us. If they are abusive, we may immediately cancel this **policy** and any other policies or cover linked to the **member**
- If we decide to not offer renewal terms at the next **renewal date**. We'll give the **policyholder** at least three months' notice before the **renewal date**.

8.3 **What happens once this policy is cancelled?**

Once this **policy** is cancelled, cover ends for all **members**. It is the **policyholder's** responsibility to tell all **members** that cover has ended. We will not pay any claims for any treatment received after the cancellation date.

Section 9: Renewal

9.1 **What happens when this policy is due for renewal?**

We will write to the **policyholder** at least 30 days before the **renewal date** to tell them about the terms of the **policy** for the next 12 months (including any changes to these **policy** rules, benefit levels or premiums).

9.2 **Do I need to do anything?**

Not if the **policyholder** is happy with the information we've sent, in which case we'll

automatically renew the policy at the **renewal date**. The **policyholder** won't need to do anything.

9.3 **But what if I don't want to renew with you?**

If the **policyholder** doesn't want to renew with us they'll need to tell us. If the **policyholder** doesn't don't tell us then we'll assume they're happy to renew this **policy** for another 12 months and we'll continue to take the premiums.

Section 10: Changes to the terms of this policy

10.1 **Can you change the terms of this policy?**

Yes, but we'll only make any changes at the **renewal date**.

10.2 **What sort of changes could you make at renewal?**

We could make any of these changes:

- changes to **policy** cover such as benefits, benefit limits, payback levels
- changes to **policy** rules
- changes to premiums
- any other changes we may need to make for commercial reasons.

10.3 **How will you tell me about a change?**

To tell the **policyholder** about a change we will contact them at the postal address or email address that they gave us.

10.4 **When will any changes take effect?**

The change will take effect automatically from the **renewal date**.

10.5 **What if I don't want to accept any changes?**

If the **policyholder** doesn't want to accept any changes made to this **policy**, they have the right to cancel.

10.6 **Where can I find a copy of the policy rules that applied at the treatment date?**

Copies of our **policy** rules are available on our website or your online account if you have registered for one.

Section 11: Our commitment to great service

11.1 **What should I do if I'm not happy with the service I've received from you?**

If you're not happy with the service you've received from us then please contact us. You'll find full details of our complaints process on our website or we'll send you a copy if you ask us to.

We'll then investigate and issue a final response within eight weeks.

11.2 **And if I'm still not happy?**

If you're still not happy after you've received our final response, you can refer your complaint to the Financial Ombudsman Service (FOS) at:

Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123.

Email:
complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

The FOS will only look at your complaint if you've given us the chance to resolve it first. Making a complaint to the FOS will not affect your legal rights.

If you bought the policy online and you wish to make a complaint, you can use <http://ec.europa.eu/odr> which is the European Commission's Online Dispute Resolution (ODR) platform. The ODR platform will not resolve your complaint, but provides another way to access the FOS.

11.3 **What happens if you cannot pay claims?**

If we cannot pay claims, the Financial Services Compensation Scheme (FSCS) protects you. If the FSCS is satisfied that we are unable to pay claims, any valid outstanding claims you have at that point would be paid by the scheme.

For more details please visit www.fscs.org.uk or contact the FSCS directly on 0800 678 1100 or 020 7741 4100.

Section 12: Fraud

12.1 **What is Fraud?**

Fraud is a criminal activity that can result in a fine or a prison sentence.

We would consider someone to be committing fraud by making a claim, or a statement in support of a claim or sending us a document in support of a claim knowing that it was, or part of it was, false or misleading or exaggerated in any way with the intention of deceiving us into paying them more than they are entitled to.

12.2 **How do we protect ourselves from fraud?**

We have strong anti-fraud measures to protect ourselves and our customers. These may include:

- internal reviews of all activity on this policy
- external of this policy and the claims made under it using private investigators
- passing details of suspected fraudulent claims to the relevant authorities (including

the Police) for them to investigate and prosecute through the criminal courts

- sharing information with NHS counter-fraud teams, health professionals' trade associations, other insurance companies and other agencies with a legitimate interest in preventing fraud.
- such other action as we may consider necessary.

12.3 What happens if we suspect fraud?

If we suspect fraud we will take appropriate action to protect our rights, which may include one or more of these actions:

- suspending the **policy** whilst we review the matter. We'll tell the **policyholder** if we stop taking the premiums and when we'll start to take them again. We won't pay claims until we've received any premiums that we didn't collect while the **policy** was suspended
- recovering the full amount that we have paid to the **policyholder** for a fraudulent claim (including any element of the claim that is not fraudulent) regardless of which **member** actually made the claim
- cancelling the cover for that **member**
- cancelling the whole **policy** (this means cancelling cover for everyone on the **policy**)
- cancelling all policies held by the **member** with the Simplyhealth Group
- taking legal action to recover any costs that we reasonably incur as a result of the fraud, plus interest and legal costs
- notify the **member's** employer
- such other action as we consider necessary.

Section 13: General rules

- 13.1 If we have not applied a **policy** rule on one or more occasions, this does not mean that we cannot apply it in the future.
- 13.2 No term of this **policy** or any part of it is enforceable other than by us or by the **policyholder**.
- 13.3 We will use English for all **policy** documents and letters.
- 13.4 The law of England governs this **policy**. We strongly recommend that you use our complaints process for any **policy** disputes. If our process doesn't resolve a dispute, only the courts of England and Wales are entitled to deal with it.

How we use your data

Why do you need my personal data and what do you use it for?

We need and use your data to:

- service the policy / contract that you have
- identify, analyse and calculate insurance risks
- improve our services to our customers
- comply with legal obligations which we are subject to
- protect our interests
- detect and prevent fraud.

We and other companies within the Simplyhealth group may use your information to keep you informed about products and services that may be of interest to you, including from carefully selected third parties.

In order to provide our services under this policy we need to know, for example, your name, address, date of birth. We may also take your phone number and email address. In order to take payments and to pay claims, we'll also need your bank account details. If payment is taken from a salary by the policyholder's employer we'll know who that employer is and we might need to hold your payroll details. When you make a claim, you consent to us processing personal medical details about you for that claim.

We may record and monitor both inbound and outbound calls for training and monitoring.

Who holds my personal data?

Simplyhealth Access. If you have any questions about the personal data that we hold and how we use it, please write to:

The Data Protection Officer
Simplyhealth Access
Hambleton House
Waterloo Court
Andover
Hampshire
SP10 1LQ.

How do you protect my personal data?

By law we must have measures in place to protect your personal data. As a result we have strict rules to protect the storage and use of all personal data. These rules apply to anyone who uses the personal data, even if they are not part of the Simplyhealth Group (we make sure that our contracts include clauses to protect personal data). We may send your personal data outside the European Economic Area. If we do this, we put contracts in place to ensure that your personal data will be kept confidential. Our processes also include protection for our buildings and IT systems. To check that these measures work we run independent audits on a regular basis.

Who can see my personal data?

We can give your personal data:

- to persons who provide a service to us or act as our agents
- to anyone to whom we may transfer rights and duties under this policy

- to persons who may record, use and give personal data to other insurers (such as agencies whose role is to prevent fraud)
- to persons that the policyholder appoints (such as a broker) in order to service this policy
- where we have a duty to provide that personal data (such as to regulatory bodies), or if the law allows us to do so, or if the person who asks for the personal data has a lawful interest in seeing it

In these situations, we may send your personal data outside the European Economic Area.

How long do you keep my personal data for?

We keep your personal data for seven years after this policy has been cancelled.

What rights do I have regarding the use of my personal data?

You have the right to see your personal data that we hold. You also have the right to ask us to amend any of your personal data that is incorrect. You can ask us to delete your personal data, or not use it in certain ways. You have the right to move, copy or transfer your personal data. We will agree to any reasonable request unless it means that we cannot service this policy. To do this you'll need to contact the Data Protection Officer by writing to Simplyhealth Access, Hambleden House, Waterloo Court, Andover, Hampshire, SP10 1LQ.

If I have given you my consent to use my personal data for a reason, can I change my mind?

Yes, you can change your mind at any time. But if this means that we cannot service this policy, we may have to cancel it.

If I am not happy with the way you use my data, who can I talk to?

If you're not happy with the way we use your personal data, you can contact our Data Protection Officer, or the Information Commissioner's Office (ICO). You can call the ICO on 0303 123 1113 or 01625 545 745, or email the ICO at casework@ico.org.uk

Simplyhealth Access is registered as the Data Controller with the ICO, number Z9564932.

About Simplyhealth

Simplyhealth is a trading name of Simplyhealth Access, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 202183. You can check this on the Financial Services Register by visiting the Financial Conduct Authority's website <https://register.fca.org.uk/> or by contacting the Financial Conduct Authority on 0800 111 6768.

We can only provide you with information on our own products and you will not receive any advice or a personal recommendation from us for our health plans. We may ask you some questions to narrow down the product option on which we provide you with information, but you will then need to make your own choice about how to proceed.



Simplyhealth is a trading name of Simplyhealth Access, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Simplyhealth Access is registered and incorporated in England and Wales, registered no. 183035. Registered office: Hambleton House, Waterloo Court, Andover, Hampshire, SP10 1LQ. Your calls may be recorded and monitored for training and quality assurance purposes.

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