



## The Denplan Rules



**Denplan**  
At the heart of dental care



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INVESTOR IN PEOPLE

# 1. Explanation of the terms used in these Rules

- a. '**Denplan**' refers to **Denplan** Limited and payment plans administered by that name, which are owned, operated and managed by **Denplan** Limited.
- b. '**Member**' means an individual dental practitioner who, or a **Corporate Body** which, is a **Member** of **Denplan** and is the owner of the goodwill of the **Registered Patients** and subject to these Rules.
- c. '**Contract**' means a **Denplan Contract** as provided by **Denplan** and any document is 'prescribed' if it is in the form currently supplied by **Denplan** at the time of its use.
- d. A '**Registration Facility**' is a device that allows a **Member** to group together patients that are on the same payment plan and who the **Member** is in **Contract** with.
- e. '**FSMA**' means the Financial Services and Markets Act 2000 and the rules and regulations made or having effect under it, as amended from time to time.
- f. '**FSA**' means the Financial Services Authority and/or any successor body and their officers and agents.
- g. '**Registered Patients**' are patients subscribing to a **Denplan** payment plan and registered against a **Registration Facility**.
- h. The '**Professional Review Committee**' (**PRC**) is the independent committee that decides upon issues brought to its attention under these Rules as described more particularly in Rule 13 below.
- i. A '**Corporate Body**' means a partnership, a Limited Liability partnership or a private limited company incorporated in the **UK** and entitled to carry on the business of dentistry as defined in the Dentists Act 1984, as amended.
- j. '**Year**' means a calendar **Year** or the period of time from and including the **Commencement Date** to and including the following 31 December.
- k. '**Commencement Date**' means the **Contract** start date as shown in a **Registered Patient's** welcome letter or other notices issued by **Denplan**.
- l. '**UK**' means the United Kingdom of England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.
- m. A '**Financial Promotion**' is, as provided for by **FSMA**, an invitation or inducement to a customer to enter into a **Contract** of insurance. A **Financial Promotion** may be communicated to a customer by any means and may be included in any form of media including printed brochures, television, radio, or the internet. If there is no element of invitation or inducement, the communication will not be a **Financial Promotion**, although there still remains the overriding requirement that the communication be clear, fair, and not misleading.
- n. '**Care Agreement**' means the **Contract** in a form prescribed by **Denplan** between the **Member** and the patient setting out the scope of the services to be provided by the **Member** to the patient.

## 2. Membership of Denplan

- a. Membership of **Denplan** is open only to individual dental practitioners registered with the General Dental Council (GDC) who are legally entitled to practise in the **UK** or **Corporate Bodies**.

- b. An application for Membership of **Denplan** must be made on the application form provided by **Denplan** or alternatively via **Denplan's** website ([www.denplan.co.uk/dentists](http://www.denplan.co.uk/dentists)) and be accompanied by payment of the current Membership fee. To open a **Registration Facility for Registering Patients**, dentists must be compliant with **Denplan's** Quality Programme.
- c. **Denplan** reserves the right to refuse Membership.
- d. Once **Denplan** has granted Membership, the **Member** will be entitled to the privileges of membership and will be bound by the **Denplan** Rules.
- e. Continued Membership of **Denplan** is subject to the payment of **Denplan's** charges in respect of **Contracts** under all **Registration Facilities** allocated to the **Member**.

### 3. General Professional Standards

A **Member** shall:

- a. uphold the best standards of the dental profession;
- b. give priority to the dental health of his/her patients;
- c. conduct every aspect of his/her practice and professional life honestly and fairly;
- d. keep abreast of advances in dental knowledge and techniques and ensure that he/she participates in postgraduate education and continues to meet the standards required for continuing GDC registration;
- e. if also a dental practice owner, ensure that the surgery (and laboratory if the **Member** has one) is furnished and equipped so that patients may be treated there according to the current state of dental knowledge and techniques; and
- f. ensure that all professional and other persons for whom the **Member** is responsible are:
  - i. trained so as to ensure their current and ongoing competence and efficiency;
  - ii. registered with the GDC where required; and
  - iii. compliant with the requirements set out immediately above in Rule 3.

### 4. Use of Registration Facilities

- a. Use of **Registration Facilities** is limited to the registration of patients whose goodwill the **Member** owns or whose goodwill is owned by a **Corporate Body** of which the dentist is an authorised signatory.
- b. If also a dental practice owner, the **Member** must advise **Denplan** in writing of the names and GDC numbers of non-member dentists who may treat **Denplan** patients and notify **Denplan** in writing as soon as is reasonably practicable of any changes to these arrangements.
- c. Registration of patients is limited to patients who are resident in the **UK** for at least 180 days during the calendar **Year** and who have a **UK** residential postal address.
- d. Opening of **Registration Facilities** is bound by and subject to the rules in respect of each of the following products:
  - i. **Denplan Care Registration Facilities** can be set up only where there is a minimum provision of 1 routine examination per **Year** included in the applicable **Care Agreement**;

- ii. **Denplan Essentials Registration Facilities** can be set up only where there is a minimum provision of 1 routine examination per **Year** included in the applicable **Care Agreement**;
- iii. **Denplan Plans for Children Registration Facilities** can be set up only where there is a minimum provision of 1 routine examination included per **Year** in the applicable **Care Agreement**;
- iv. Membership Plan **Registration Facilities** can be set up only where:
  - a) Membership is mandatory; or
  - b) Patient benefits acceptable to **Denplan** are included per **Year** in the applicable **Care Agreement**; and
- e. In any event and in its sole discretion, **Denplan** reserves the right to refuse patient registration for any reason.

## 5. Administration Services

- a. The following payment handling services are administered by **Denplan**:
  - i. maintenance of a database containing details of the **Member's Registered Patients**;
  - ii. collection of fees for **Registered Patients** on the **Member's** behalf;
  - iii. provision of regular monthly reports detailing the registrations and other administration carried out on the **Member's** behalf;
  - iv. remittance of money collected by **Denplan** due to the **Member**; and
  - v. provision of notices on the **Member's** behalf to **Registered Patients** concerning changes in fees and any other administrative matters.
- b. Where **Denplan** collects charges and fees and gives notices as set out in Rule 5a above, it acts as the **Member's** agent and is deemed to have all necessary authority for that purpose.
- c. To ensure the orderly provision of the services set out in Rule 5a above, a **Member** must not collect initial registration charges or fees directly from a **Registered Patient** other than through **Denplan**.
- d. **Members** will be invited to make changes to their fees each year taking effect from 1 January of any **Year**. Rates may be changed at other times only with **Denplan's** prior agreement.
- e. **Denplan** will give at least three months' notice in writing of any change to its published fees and charges.
- f. Services over and above those detailed in this Rule 5 may incur an additional charge: for example, participating in a mentoring programme, mailings, and some items of stock.
- g. **Denplan** is entitled to recover any money incorrectly paid to a **Member** (including but not limited to BACS indemnity fees that banks may request).
- h. The **Member** must give written instructions to **Denplan** specifying the bank account details that are to be used for the remittance of funds due.
- i. Where **Denplan** complies with a **Member's** written instructions to remit funds to the account of a person who is not the **Member**, **Denplan** bears no liability to the **Member** if that person is not so entitled.

- j. Where **Denplan** has reason to believe that a **Member** is not providing sufficient care and treatment in accordance with these Rules, **Denplan** reserves the right to withhold funds and refund **Registered Patients** if appropriate.
- k. Where **Denplan** is or becomes aware that the goodwill of **Registered Patients** is owned by a **Corporate Body**, **Denplan** reserves the right to accept written instructions relating to administrative or financial services from that **Corporate Body**.
- l. **Denplan** will credit the **Member's** account on or around the 16th working day of each month with payments relating to active **Registration Facilities**.

## 6. Insurance Services provided to Member's Registered Patients

- a. The **Member** agrees that **Denplan** acts on its behalf in arranging Supplementary Insurance with AXA PPP healthcare Limited (on such terms as **Denplan** considers appropriate) for the benefit of the **Member's Registered Patients** against the cost of emergency dental care, treatment for dental injury and mouth cancer (as set out in the Terms and Conditions of the Supplementary Insurance Policy wording).
- b. **Denplan** provides a telephone 'Helpline' service to assist the **Member's Registered Patients** to obtain advice and treatment in cases of dental emergency when they are away from home and unable to utilise the **Member's** regular emergency arrangements.

## 7. A Member's Obligations

- a. It is the **Member's** duty to perform all the obligations of his/her **Contracts** with **Registered Patients**.
- b. A **Member** who delegates the performance of his/her obligations to another dentist must ensure that such dentist complies with Rule 3 above and Rule 11 below.
- c. Delegation of responsibility does not relieve a **Member**, including where appropriate **Corporate Bodies**, of their responsibilities and they must do whatever is necessary to supervise delegated performance. This includes spending sufficient time at the premises where such performance is carried out (except during reasonable holidays or when prevented by accident, illness or other unavoidable cause).
- d. It is a **Member's** responsibility to understand and explain to their **Registered Patients** the terms of the **Care Agreement** between them.
- e. **Members** shall make reasonable provision for the continuing care and treatment of **Registered Patients** outside their normal surgery hours and during holidays, sickness or other absence and advise **Registered Patients** accordingly. **Members** must not utilise the **Denplan** Helpline as their means of providing emergency cover without prior, written approval by **Denplan**.
- f. A **Member** must take reasonable steps to contact a **Registered Patient** if he/she has not attended for routine examinations.
- g. In case of a dispute with a **Registered Patient**, a **Member** must offer his/her own complaints handling service and, should he/she not be able to resolve the dispute, co-operate with **Denplan's** complaints handling and arbitration process.

- h. It is the **Member's** responsibility to check all monthly reports prepared by **Denplan** and to inform **Denplan** (within 60 days of receipt/online availability) of any inaccuracies so that **Denplan** may investigate and make any necessary adjustments.
- i. It is a **Member's** responsibility to inform **Denplan** if the relevant dental practice wishes to change their **Denplan** fees from the published 'standard scale of fees' to the published 'practice based scale of fees' or vice-versa.
- j. It is a **Member's** responsibility to inform **Denplan** promptly of any changes in the minimum level of treatment agreed with **Registered Patients**.
- k. It is a **Member's** responsibility to provide **Registered Patients** who apply to join **Denplan** (and accordingly to be listed on the **Registration Facility**) with a printed copy of the patients' Application and Membership Pack, which includes up-to-date policy terms and conditions.
- l. A **Member** cannot vary the standard terms and conditions for any of the **Denplan** products and any such attempt to make a variation shall be invalid and shall be grounds for **Denplan** to terminate the **Member's** membership and/or cancel the relevant **Registered Patient's** registration with immediate effect.
- m. The **Member** must advise **Denplan** immediately if he/she or any registered dentist or registrant treating **Registered Patients** is, or has been, the subject of a GDC enquiry or suspended or removed from the GDC register.
- n. The **Member** must advise **Denplan** immediately of any criminal or civil proceedings that could adversely affect the reputation of **Denplan** or the profession.
- o. The **Member** must reimburse their **Registered Patients** for any emergency temporary treatment costs incurred where the **Member's** own emergency cover has failed.
- p. In the event of a **Registered Patient's** death, the **Member** must refund any payments collected by **Denplan** on the **Member's** behalf following the date of that death.
- q. If cancelling a **Care Agreement**, the **Member** must provide the appropriate notice period. The **Member** must also provide written notice to **Denplan**.

## 8. Purchasing, Selling and Relinquishing Denplan Goodwill Ownership

- a. If the **Member** purchases or sells the goodwill of any **Registered Patients**, both vendor and purchaser must:
  - i. wherever reasonably possible, give **Denplan** at least six weeks' notice of their intentions so that **Denplan** is able to provide appropriate advice and guidance;
  - ii. ensure the continuity of arrangements for the **Registered Patients'** dental care;
  - iii. provide all **Registered Patients** with not less than 2 months' written notice of any changes to their **Contracts**;
  - iv. ensure that they read and understand the important advice contained within the **Denplan** Goodwill Transfer Service pack and take all reasonable steps to satisfy themselves with regard to the oral health of **Registered Patients**;
  - v. ensure that the acquiring dental practitioner or **Corporate Body** can comply with these Rules;
  - vi. take note that **Denplan** accepts no liability for the clinical condition of **Registered Patients** in Goodwill Transfers;

- b. If the **Member** relinquishes (rather than sells or transfers) the goodwill of any **Registered Patients**, he/she must:
  - i. wherever reasonably possible, give **Denplan** at least three months' written notice of their intentions so that **Denplan** is able to provide advice and guidance in the interests of the **Registered Patients** ongoing care;
  - ii. co-operate with **Denplan** to ensure **Registered Patients** receive two months' written notice of the ending of their **Denplan Contracts**;
  - iii. ensure the completion of all outstanding treatment for **Registered Patients**.

## 9. Quality Assurance

- a. **Members** must participate in the **Denplan** Quality Programme and other programmes with the objective of promoting the provision of preventive dental care and dental treatment of the highest standard, including any mentoring arrangements proposed by **Denplan**.
- b. **Members** must co-operate fully with **Denplan** in connection with any assessment of their practice.

## 10. Protecting the Reputation of Denplan

- a. **Members** are permitted to use the name **Denplan** and associated logos (each individual trademarks of **Denplan Limited**) only in strict accordance with the terms of that permission (see Rule 15).
- b. **Members** must not use any forms, literature or promotional materials prepared or issued by **Denplan** for any purpose not directly connected with the use of **Denplan's** services, including any form of e-commerce.
- c. **Members'** use of any forms, literature or promotional materials is limited to the promotion of their dentistry business.
- d. At no time, should any forms, literature or promotional materials be used in connection with individual **Financial Promotions**.
- e. **Members** must provide **Denplan** with advance copies of patient facing correspondence where such correspondence refers to a **Denplan** product.
- f. **Members** must not indicate that any scheme or plan for the provision of dental care is in any way connected with **Denplan** if it is not so.
- g. **Members** should at all times conduct themselves in a professional manner so as not to harm the reputation of **Denplan**, other **Members**, any subsidiaries of **Denplan** or AXA PPP healthcare Limited.

## 11. Liability and Indemnity

- a. **Members** must at all times maintain membership of a recognised indemnity provider, evidence of which must be provided to **Denplan** on request. **Members** must advise **Denplan** if they change their provider.

- b. **Members** must indemnify **Denplan** against all liability, loss, damage, costs and expenses (including legal costs and expenses) awarded against, or incurred or paid by **Denplan** as a result of, or in connection with, any negligence, breach of any regulatory requirements prescribed by the **FSMA** and/or the **FSA**, breach of **Contract** or breach of statutory duty in the conduct of their practice by the **Member** or by any person for whom the **Member** is responsible.
- c. **Denplan** is not liable for the clinical care of patients (whether **Registered Patients** or not).

## 12. Termination and Suspension of Membership and the Consequences of Termination

- a. Either **Denplan** or a **Member** may end Membership by giving at least three months' notice to the other party in writing, allowing the requisite two months' notice to be given to **Registered Patients** as appropriate.
- b. Cancellation of Membership will not prevent the **PRC** from considering a complaint referred to it.
- c. On becoming a **Member** of **Denplan**, the **Member** agrees to comply and co-operate with **PRC** proceedings before and after cancellation.
- d. **Denplan** may terminate, without notice, the membership of a **Member**:
- i. who proposes or enters into a voluntary arrangement with their creditors;
  - ii. who has a bankruptcy petition or a bankruptcy order made against them (or in Scotland becomes notour bankrupt or is sequestered);
  - iii. whose conduct is deemed by **Denplan** to have brought **Denplan** or the dental profession into disrepute;
  - iv. who is convicted of a criminal offence;
  - v. where **Denplan** reasonably suspects that a **Member** has committed a breach of these Rules that jeopardises the health or safety of patients (whether **Registered Patients** or not);
  - vi. who is suspended or erased from the General Dental Council (GDC) register;
  - vii. if it reasonably appears to **Denplan** that the **Member** has ceased, or is about to cease, the practice of dentistry;
  - viii. if after reasonable efforts to contact a **Member**, in **Denplan's** opinion it appears that he/she has abandoned his or her **Registered Patients** (and in such circumstances, **Denplan** reserves the right to communicate directly with those **Registered Patients**, without the consent of the **Member**, in the interests of their continuing dental care);
  - ix. who, when afforded reasonable opportunity to do so, fails to comply with the requirements of the **Denplan** Quality Programme or any other programme of quality assurance (as referred to in Rule 9 above); or
  - x. who does not declare current or previous General Dental Council (GDC) disciplinary proceedings or actions against him/her.
- e. **Members** who object to termination under the terms of Rule 12d may have the matter referred to the **PRC**. The objection must be made within two months of termination and the termination shall remain effective until the **PRC's** decision.

- e. **Denplan** may refuse to collect fees on a **Member's** behalf during a period of suspension by the General Dental Council (GDC) and will advise the **Member** in writing of any such decision.
- f. Termination of membership does not relieve a **Member**, or his/her estate, from their obligations to patients.
- g. **Denplan** reserves the right to cease provision of benefits of Membership and services upon termination of Membership.
- h. In the interests of continuing care, **Denplan** reserves the right to communicate directly with a former **Member's Registered Patients**.

## 13. The Denplan Professional Review Committee (PRC)

- a. **Denplan** will maintain the **PRC** and agree to undertake that its proceedings are conducted independently of **Denplan** and in accordance with the Rules.
- b. Where in **Denplan's** opinion a **Member** is in breach of these Rules, the matter may be referred to the **PRC**. The **Member** will be afforded an opportunity to defend him/herself and to justify or explain conduct. All other cases may proceed on the basis of written evidence alone.
- c. Only in a meeting of three or more **PRC Members**, including at least one lay person, may the **PRC** make a final determination.
- d. The **PRC** is empowered to determine matters referred to it in a number of ways including terminating a **Member's** membership of **Denplan**. The full list of decisions that the **PRC** can make is set out in the current version of the 'Notes for Guidance of Those Concerned with Committee Business' and its determination and directions are final and binding on **Denplan** and the **Member**. 'Notes for the Guidance of those Concerned with Committee Business' will be made available directly from the Clerk to the **PRC**. **Denplan** can provide details of how to contact the Clerk of the **PRC**.
- e. Where the **PRC** considers it to be in the public interest to inform the GDC, the police or other proper authority of any matter that it has considered, it will do so. It will then be for the authority concerned to take such action as it considers appropriate.

## 14. Resolution of Disputes

- a. Any dispute between **Denplan** and a **Member** in relation to these Rules shall be referred to arbitration by a single arbitrator. If the parties are unable to agree on an arbitrator within 14 days of agreement being sought, either party may apply to the Chairperson of the **PRC** to appoint an arbitrator.
- b. Any issue which may be, is or has been referred to the **PRC** is not a dispute between **Denplan** and a **Member** for the purpose of this Rule.

## 15. Terms for the use of Denplan Trademarks by Members

- a. **Denplan** and the apple symbol are each individual registered trademarks of **Denplan Limited**. **Members** are permitted to use the name **Denplan**, the apple symbol and the AXA endorsement (together the 'marks') in strict accordance with the following terms:

- i. The name **Denplan**, the apple logo and the AXA endorsement must be legible at all times and may be used at permitted set sizes and should appear as a full colour image where possible. Where black and white is required, an image is available and must be printed only in the colours specified. CD copies are available from **Denplan** on request.
- ii. Only **Denplan** Excel accredited dentists are authorised to use the **Denplan** Excel and/or the **Denplan** Excel for Children logo. Terms and conditions are contained in the **Denplan** Excel Accreditation Programme application pack.
- iii. A **Member** may not use the marks as part of any business, practice, partnership or firm name or as part of any corporate title.
- iv. The mark may be used only on professional or business stationery, websites, emails, practice literature or advertisements, signs relating to his or her practice and then only to indicate the **Member's** connection with **Denplan**.
- v. **Denplan** may ask a **Member** to submit examples of all materials on which the marks appear to confirm compliance. If the **Member** fails to do so or, in cases of non-compliance, **Denplan** may withdraw its permission to use the marks.
- vi. Former **Members** and those who have had permission to use the mark withdrawn must cease to use the mark immediately. Persons with whom he or she is associated or connected must cease immediately to use the marks or any variant of them in any manner. Additionally, they should not allege that any rights in the marks have been acquired by the **Member** or any person with whom he or she is associated or connected.

## 16. Miscellaneous

- a. These Rules come into force on 1 January 2010 and supersede all previous Rules.
- b. From 1 January 2010 these Rules will govern membership of **Denplan**.
- c. **Denplan** reserves the right to vary these Rules and will endeavour to provide two months' written notice. However, failure to do so will not invalidate the variation.
- d. Any notice by **Denplan** is sufficiently given if sent to a **Member** at his or her last known address.
- e. Both **Denplan** and the **Member** agree that this Agreement shall be governed by and construed in accordance with the Law of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.
- f. Where the **Member** is a **Corporate Body**, that **Corporate Body** shall:
  - i. be bound by the Rules;
  - ii. procure that any dental practitioners authorised, employed or otherwise contracted to carry on the business of dentistry on its behalf are bound by obligations no less onerous than those imposed on the **Corporate Body** by these Rules; and
  - iii. procure the compliance of any such dental practitioners with these Rules.

Member of the  Group

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