



Policy Terms & Conditions



Denplan
At the heart of dental care

Policy Terms & Conditions

This document constitutes the full Terms & Conditions of your chosen policies, which are for one year.

1. Definitions

The words, which appear in this policy in bold, have specific meanings, which are explained below:

General Definitions for all Plans

benefit(s) – the benefit(s) that we will pay to you. The table of benefits shows the maximum benefits the insured child can receive.

claim – a claim for benefit under this policy.

commencement date - the first academic school day of the term in which you make your first payment for your chosen policies.

insured child - the child attending the independent school and accepted for cover by us.

premium - the money due to us with regard to the provision of your chosen policies.

range of plans – Denplan for Schools, AXA PPP healthcare Personal Accident Plan and AXA PPP healthcare Sports Physiotherapy Plan

United Kingdom (UK) - England, Wales, Scotland, Northern Ireland, Isle of Man and the Channel Islands.

we, us, our - AXA PPP healthcare Limited.

year - 1st September to 31st August or the period of time between the commencement date and 31st August.

you or your - parent or legal guardian of the insured child.

chosen policies – the plans you have selected from the range of plans available

Additional Denplan for Schools Definitions

dental injury - an injury to the teeth or supporting structures (including damage to dentures whilst being worn) which is directly caused suddenly and unexpectedly by means of a direct external impact to the mouth.

call-out fee - the necessity for a dentist in the UK to re-open the practice between the hours of 6.00pm and 8.00am on weekdays or weekend and bank holidays or outside the UK, outside the practice's normal working hours to provide temporary emergency dental treatment or treatment in the event of a dental injury.

contact sports - rugby, lacrosse, hockey, boxing, wrestling, ice hockey and any sport where it is common practice to wear mouth protection.

emergency dental treatment - emergency dental treatment or pre-authorised permanent dental treatment provided at the initial emergency appointment, urgently required for the relief of severe pain, inability to eat, arrest of haemorrhage, the control of acute infection or a condition which causes a severe threat to your general health.

mouth cancer - a malignant tumour, with its primary site being in the hard and soft palate, gland tissue (including accessory, salivary, lymph and other gland tissue) in the mucosal lining of the oral cavity but excluding the tonsils, which is characterised by the uncontrolled growth and spread of malignant cells and the invasion of tissue. This excludes non-invasive cancer in situ and HIV related tumours.

Additional AXA PPP healthcare Personal Accident Plan and AXA PPP healthcare Sports Physiotherapy Plan Definitions

Accident – this is when the insured child sustains bodily injury caused by accidental external violent and visible means.

Under the care of the school - the period of time which the insured child is under the sole care of the school. For day pupils this will be the duration of the school day (including any extra-curricular activity arranged by the school). For boarding pupils this will be the entire period at which the pupil is resident at the school.

Day-patient treatment – treatment which, for medical reasons, means the insured child has to go into a hospital or day-patient unit because the insured child needs a period of clinically supervised recovery but does not stay overnight.

Hospital – any establishment which is licensed as a medical or surgical hospital in the country where it operates.

Irreversible – a condition that cannot be cured through medicine and/or surgical treatment used by the NHS.

In-patient treatment – treatment which, for medical reasons, means the insured child has to stay in hospital overnight or longer.

Out-patient treatment – treatment given to the insured child at a hospital, consulting room or out-patient clinic where you do not go in for day-patient treatment or in-patient treatment.

Paraplegia – damage to the spinal cord, leading to a total loss of function of both legs and whole or part of the trunk and which is complete and irreversible.

Quadriplegia – damage to the spinal cord, leading to a total loss of function of both arms and both legs and which is complete and irreversible.

Specialist – a person with a part time or full time NHS consultant appointment, who appears on the General Medical Council specialist register in the speciality for which they are offering treatment.

Sporting activity – a competitive activity that involves physical exertion and skill and which is governed by a set of rules or customs or a physical activity that is intended to improve your physical fitness.

2. Eligibility

The insured child can only be covered under the Terms & Conditions of this policy, from the commencement date, if you are:

- i. resident in the UK for at least 180 days during the year;
- or
- ii. your child is entitled to enter the scheme in accordance with the eligibility rules defined by the authorised representative of the school.

Your insurance cover under this policy will end at the earliest of the following:

- iii. the expiry of the year; or
- iv. at the end of the term in which the insured child ceases attendance at the school.

Schedule of benefits & Exclusions

The insured child has cover under your chosen policies as described below. Full details of the limits for each benefit can be found in the Policy Summary.

3. Denplan for Schools

We will pay the benefits shown below to you or the insured child provided that you and the insured child comply with the Terms & Conditions of this policy:

- i. **Worldwide Dental injury**
For the costs of dental treatment received by the insured child in connection with a dental injury which happens after the commencement date up to a limit of £10,000 per year. Benefit will only be payable for treatments in connection with dental injuries that commence within a period of six months of the date of the original incident, and while the policy is in force. If this spans a renewal period we will continue to cover the insured child's treatment after the renewal date. However in no event will benefit be payable for treatment received more than 48 months after the date of the dental injury.
- ii. **Cash compensation for loss of teeth**
As an additional part of the dental injury cover, compensation is payable for complete loss of the insured child's adult teeth following a dental injury, up to £5,000 per year.
 - £1,500 for the complete loss of a front tooth (incisor or canine)

- £750 for the complete loss of a back tooth (premolar or molar)
 - £100 for the complete loss of a wisdom tooth
- iii. **Worldwide emergency dental treatment**
For the cost of **emergency dental treatment** anywhere in the world up to £2,000 per year. For the avoidance of doubt any subsequent treatment required after the initial appointment is specifically excluded.
- iv. **Dentist call-out fees**
For the cost of emergency dental **call-out fees** and/or the cost of an emergency telephone consultation with a dentist. By call-out we mean the necessity for a dentist in the UK to re-open the practice between the hours of 6.00pm and 8.00am on weekdays or weekend and bank holidays or outside the UK, outside the practice's normal working hours to provide **emergency dental treatment** or treatment in the event of a **dental injury**.
- v. **Hospital cash benefit**
If the **insured child** is admitted overnight as an in-patient to a licensed medical or surgical hospital under the care of a consultant specialising in dental or maxillofacial surgery in relation to head or neck condition, £100 per night.
- vi. **Incidental expenses**
Cover for the cost of incidental expenses in relation to **emergency dental treatment** (for example telephone costs for locating a dentist, transport costs incurred for travelling to receive **emergency dental treatment**) up to £30 per incident. Receipts will be required.
- vii. **Mouth cancer cover**
This benefit covers the **insured child** for treatment charges up to £12,000 for treatment of **mouth cancer**.

Conditions of the mouth cancer benefit:

- The **benefits** will be paid only for treatment received within 18 calendar months of the date of diagnosis
- **Benefits** will be paid only for one course of treatment in connection with a specific occurrence of **mouth cancer**. No further **benefits** are payable in the event of a reoccurrence of this same cancer, either at the same site or at a different location within the oral cavity
- **Benefit** will be paid only for treatment given by a consultant who is recognised as a specialist in cancer treatment by the NHS or the States of Guernsey and Jersey or treatment provided by another medical practitioner under referral from a consultant

Exclusions of Denplan for Schools

This policy does not provide dental cover for:

- i. Claims under the injury or dental emergency **benefit** for treatment required as a result of an incident that occurred prior to the **commencement date** of the policy.
- ii. Routine dental care and check-ups.
- iii. Injury caused by food stuff (including foreign bodies therein) under the **dental injury benefit**.
- iv. Payments in excess of the maximum **benefits** for each year as stated above.
- v. Prescription charges unless related to claims paid under the worldwide **dental injury** or worldwide **emergency dental treatment benefits**.
- vi. Mouthguards, gum shields or any dental appliances.
- vii. Bleaching or other tooth whitening unless the treatment is specifically related to a **dental injury** covered by this policy.
- viii. Routine orthodontic treatment.
- ix. Cosmetic treatment, meaning dental treatment not necessary for the establishment or maintenance of oral health.
- x. Treatment, care or repair to or in connection with "tooth jewellery".
- xi. **Mouth cancer** diagnosed before or within 90 days of when the **insured child** was first provided with **mouth cancer** cover by us or for which tests or consultation began within those 90 days, even if the diagnosis is not made until later.
- xii. Charges for consultations or tests for non-invasive tumours under the **mouth cancer cover benefit**.

- xiii. Damage or injury caused whilst training for or participating in **contact sports** unless appropriate mouth protection is worn.
- xiv. Self-inflicted injuries.
- xv. Loss of, or damage to dentures or orthodontic appliance, other than whilst being worn.
- xvi. **Mouth cancer** which is related in any way to HIV infection or AIDS.

4. AXA PPP healthcare Personal Accident Plan

Benefits

We will pay the **benefits** shown below to you provided that you and the **insured child** comply with the Terms & Conditions of this policy:

- i. **Quadriplegia** - We will pay £250,000 if the **insured child** has an **accident**, which results in **quadriplegia**, solely and independently of any other cause and within 90 days of such an **accident**.
- ii. **Paraplegia** - We will pay £50,000 if the **insured child** has an **accident**, which results in **paraplegia**, solely and independently of any other cause and within 90 days of such an **accident**.
- iii. Loss of use of two limbs - We will pay £30,000 if the **insured child** has an **accident**, which results in the complete and **irreversible** loss of use of two of the **insured child's** limbs, solely and independently of any other cause and within 90 days of such an **accident**.
- iv. Loss of use of one limb - We will pay £15,000 if the **insured child** has an **accident**, which results in the complete and **irreversible** loss of use of one of the **insured child's** limbs, solely and independently of any other cause and within 90 days of such an **accident**.
- v. Total loss of thumb or big toe - We will pay £2,000 if the **insured child** has an **accident**, which results in the total loss (including by amputation) of one of the **insured child's** thumbs or big toes solely and independently of any other cause and within 90 days of such an **accident**. If the **insured child** loses more than one thumb or big toe we will pay **benefit** for each thumb or big toe the **insured child** loses.
- vi. Total loss of fingers or other toes - We will pay £1,000 if the **insured child** has an **accident**, which results in the total loss (including by amputation) of one of the **insured child's** fingers or other toes solely and independently of any other cause and within 90 days of such an **accident**. If the **insured child** loses more than one finger or toe we will pay **benefit** for each finger or toe the **insured child** loses.
- vii. Total and permanent loss of sight - We will pay £15,000 if the **insured child** has an **accident**, which results in the complete and **irreversible** loss of sight in both of the **insured child's** eyes solely and independently of any other cause and within 90 days of such an **accident**. You must send us an ophthalmologist's report to support your claim before we will pay this **benefit**.
- viii. Total and permanent loss of speech - We will pay £15,000 if the **insured child** has an **accident**, which results in the complete and **irreversible** loss of speech solely and independently of any other cause and within 90 days of such an **accident**. You must send us a report from an otolaryngologist (also known as an ENT specialist) to support your claim before we will pay this **benefit**.
- ix. Total and permanent loss of hearing - We will pay £15,000 if the **insured child** has an **accident**, which results in complete and **irreversible** loss of hearing in both of the **insured child's** ears solely and independently of any other cause and within 90 days of such an **accident**. You must send us a report from an otolaryngologist (also known as an ENT specialist) to support your claim before we will pay this **benefit**.
- x(i). Burns or Scalds (level i) - We will pay £5,000 if the **insured child** has an **accident**, which results in the **insured child** requiring hospital in-patient treatment or day-patient treatment for full thickness burns (also known as 3rd degree burns) to 15% or more of body surface or 50% of either hand surface or 50% of head and neck.
- x(ii). Burns or Scalds (level ii) - We will pay £2,500 if the **insured child** has an **accident**, which results in the **insured child** requiring hospital in-patient treatment or day-patient treatment for full thickness burns (also known as 3rd degree burns) to at least 4% but to less than 15% of body surface.

- xi. Hospitalisation - We will pay **benefit** at the appropriate nightly rate for the period that the **insured child** is in **hospital for in-patient treatment** as the result of an **accident**. £50 per night (up to a maximum of £1,000 per year).

Exclusions of AXA PPP healthcare Personal Accident Plan

We will not pay **benefit** for **claims** that arise as a direct or indirect result or consequence of:

- i. participating in any professional sport.
- ii. participating in any wilful, or malicious act or self exposure to needless peril (except in an attempt to save human life).
- iii. participating in base jumping, cliff diving, flying in an unlicensed aircraft or as a learner, martial arts, free climbing, mountaineering with or without ropes, scuba diving to a depth of more than 10 metres, trekking to a height of over 2,500 metres, bungee jumping, canyoning, hangliding, paragliding or microlighting, parachuting, potholing, skiing off-piste or any other winter sports activity carried out off-piste.
- iv. participating in any illegal activity.
- v. an **accident** which takes place when the **insured child** is not under the care of the school.
- vi. a deliberately self-inflicted injury or an attempt at suicide.
- vii. alcohol abuse, drug abuse or substance abuse or where a police report indicates that the **accident** occurred whilst the **insured child** is under the influence of alcohol or where the **insured child** is under the influence of drugs or substances, other than in accordance with a doctor's prescription and the relevant drug recommendations.
- viii. nuclear contamination, biological contamination or chemical contamination, war (whether declared or not), act of foreign enemy, invasion, civil war, riot, rebellion, insurrection, revolution, overthrow of a legally constituted government, explosions of war weapons or any event similar to one of those listed. Please note, for clarity: There is cover for treatment required as a result of a terrorist act providing that terrorist act does not result in nuclear, biological or chemical contamination.
- ix. any **accident** that occurs whilst the **insured child** is outside of the **United Kingdom** unless the **accident** is the collision, crash, or sinking of a licensed common carrier (airplane, train, ship) in which case cover will apply whilst the **insured child** is a passenger in the **United Kingdom** or on a journey which departs directly from the **United Kingdom** or is returning directly to the **United Kingdom**.
- x. Any **accident** that occurred before the **commencement date**.
- xi. We will not pay hospitalisation **benefit** if the **insured child** is hospitalised outside of the **United Kingdom**.
- xii. Only one **claim** may be made from **benefits** i to iv as the result of one **accident**.
- xiii. **Benefits** v and vi cannot be claimed for in addition to **benefits** i to iv in respect of the same limb. For example, if the **insured child** lost the use of their arm (a limb) and **claimed** for £15,000, they could not also **claim** for the loss of four fingers and a thumb.
- xiv. You cannot make a **claim** for **benefits** i to v within the 90 days immediately following the **accident** that leads to the **claim**.

5. AXA PPP healthcare Sports Physiotherapy Plan

Benefits

We will pay the **benefit** shown below to you provided that you and the **insured child** comply with the Terms & Conditions of this policy:

- i. Physiotherapy
We will pay **benefit** if you have paid directly for physiotherapy treatment required by the **insured child** as a direct result of **sporting activity**. The practitioner we recognise for **benefit** is a physiotherapist who is registered with the Health Professions Council (HPC). You have cover for 75% of treatment costs incurred up to £225 per policy year.

Exclusions of AXA PPP healthcare Sports Physiotherapy Plan

This policy does not provide cover for:

- i. **Claims** that arise as a direct or indirect result or consequence of participating in any professional sport.
- ii. Physiotherapy treatment received outside of the **United Kingdom**.
- iii. More than the maximum **benefit** in any one **benefit year** for all treatments received from a physiotherapist.
- iv. Diagnostic tests or consultations.

6. Claims general for all plans

When determining **claims** Denplan act on behalf of the underwriter, AXA PPP healthcare. Denplan has the delegated authority to do so, and in this instance are not acting as your intermediary, but as the agent of AXA PPP healthcare.

- i. (a) The **insured child's claim** must be notified to Denplan by completion of the official **claim** form.
(b) All **claim** forms must be fully completed and signed by the policyholder, guardian or authorised persons and must quote the **insured child's** attending school. Incomplete **claim** forms will be returned.
(c) Incomplete **claim** forms may cause a delay in your **claim** being assessed.

In any event **claim** forms must be completed at your own expense and should be received by Denplan within 60 days of receiving treatment, if reasonably possible.

- (d) Your **claim** must be supported by proof of payment detailing the dates and costs of each individual treatment.
- ii. No **benefit** will be payable if Denplan have not received proof of all facts relevant to your **claim**. This shall include but not be limited to:
 - (a) proof of the **insured child's** eligibility for cover on the date of treatment;
 - (b) proof of the treatment, this may be by way of a medical report (at your own expense);
 - (c) for **claims** under the worldwide **dental injury benefit**, details pertaining to the circumstances of the **dental injury** the **insured child** has experienced.

In all cases we retain the right to recover any incurred costs as a result of a third party's involvement. In addition, if the **insured child** is covered by another insurance policy we reserve the right to pay an appropriate apportionment of the **claim**.

- iii. If the treatment is received abroad then we will pay **benefits** in pounds sterling. This means we will need to convert the expenditure into sterling using FXConverter at www.oanda.com. The exchange rate will be calculated at the rate in force on the date of the receipt.
- iv. There may be instances where we are uncertain about the eligibility of a **claim**. If this is the case we may at our own cost ask a dentist or other medical **specialist**, chosen by us, to advise us about the medical facts relating to a **claim** or to examine the **insured child** in connection with the **claim**. In choosing a relevant dentist or **specialist** we will take into account the **insured child's** personal circumstances. The **insured child** must co-operate with any dentist or **specialist** chosen by us or we will not pay your **claim**.
- v. You must tell us if you can **claim** any of the cost from another insurance policy or other third party. If another insurance policy is involved we will only pay our proper share.

If you are claiming **benefit** under the AXA PPP healthcare Personal Accident Plan please note:

- vi. You must call us to make a **claim** on 0800 838 591. If necessary, you must authorise us to receive any relevant medical information we need before we will pay a **claim** for **benefit**. The medical information we receive will remain confidential.
- vii. We treat **claims** as arising in a **benefit year** according to the date of the **accident**.

- viii. We will pay **benefits** by cheque to **your** home address.
- ix. We will not refund any charges **you** have to pay for filling in a **claim** form or providing a medical certificate or report.
- x. If the **claim** relates to **benefit** for an **accident** involving a common carrier or a road traffic accident, **we** will require notification of the relevant police reference number and the police force involved.

7. Cancellation

Cooling off period

The cooling off period only applies if the policyholder pays **premiums** directly to Denplan. If the policyholder exercises their right to cancel within the 14 day cooling off period **we** will then return any **premium** paid for the policy. The Financial Services Authority rules allow certain policyholders to cancel their policy and have their **premium** returned. The 14 day cooling off period commences on the day that the contract is concluded or the day that full Policy Terms & Conditions are received, whichever is the later. However, if the policyholder does not cancel the policy during the cancellation period the policy will continue on the terms described in this document. The 14 day cooling off period will also apply from each renewal date of the policy.

- i. **You** may also wish to cancel **your** policy outside the 14 day cancellation period, however, if **you** wish to do so this must be notified to Denplan giving a full terms notice.
- ii. Should **you** wish to cancel **your** policy with **us**, **you** can do so by informing Denplan directly via telephone, or sending a letter, fax or email.

8. General

- i. This contract between **you** and **us** is made up of these Terms & Conditions, **your** schedule of cover and any endorsement provided by **us**.
- ii. Non-payment of **premium** will result in **us** suspending the **insured child's benefits**, and taking all necessary action to recover monies outstanding.
- iii. **You** and **we** are free to choose the law that applies to this policy. In the absence of an agreement to the contrary, the law of England and Wales will apply.
- iv. The policy is written in English and all other information and communications to **you** relating to the policy will also be in English.
- v. If **you** pay **your premium** directly to Denplan, Denplan will write to **you** prior to the end of any policy year to let **you** know that **we** wish to renew **your** policy and on what terms. If Denplan do not hear from **you** in response, then **we** may at our option assume that **you** wish to renew **your** current policy on those new terms. Where **you** have opted to pay the **premium** by Direct Debit, continuous credit card payments or other payment method, Denplan may continue to collect **premiums** by such method for the new policy year. Please note that if Denplan do not receive **your premium**, this may affect **your** cover. **We** reserve the right to refuse renewal of the policy.
- vi. If **you** (or anyone acting on **your** behalf) make a **claim** under **your** policy or obtain cover knowing it to be false or fraudulent, **we** can refuse to make **benefit** payments for that **claim** and may declare the policy void, as if it never existed. If **we** have already paid **benefit** **we** can recover those from **you**. Where **we** have paid a **claim** later found to be fraudulent, (whether in whole, or in part), **we** will be able to recover those sums from **you** and/or take the appropriate legal action against **you**.

How is my personal data protected?

Please ensure that **you** show the following information to others covered under **your** policy, or make them aware of its contents. Denplan will deal with all personal information supplied in the strictest confidence as required by the Data Protection Act 1998. Denplan may send personal and sensitive personal information in confidence for processing by other companies and intermediaries and to AXA PPP healthcare as the underwriter of this policy. Denplan will extend the same duty of confidentiality to any third parties to whom it may subcontract the administration of **your** policy, including those based outside the European Economic Area. Denplan will hold and use information about **you** and any family members covered by **your** policy, supplied by **you**, any family members and **your** employer (if applicable) to provide the services set out under the terms of this policy, administer **your** policy and develop customer relationships and services. In certain circumstances Denplan may ask medical service providers (or others) to supply Denplan with further information.

When **you** give Denplan information about family members Denplan will take this as confirmation that **you** have their consent to do so. As the policyholder is acting on behalf of any family member covered by this policy, Denplan will send all correspondence about the policy, including any **claims** correspondence, to the policyholder unless advised to do otherwise.

Denplan are required by law, in certain circumstances, to disclose information to law enforcement agencies about suspicions of fraudulent claims and other crime. Denplan will disclose information to third parties including other insurers for the purposes of prevention or investigation of crime including reasonable suspicion about fraud or otherwise improper **claims**.

If **you** have agreed, Denplan may use the information **you** have provided to Denplan to contact **you** by post, telephone or electronically with details of other products and services. With **your** agreement Denplan may also share some of **your** details with other AXA Group companies and other carefully selected companies based in the European Economic Area to enable them to contact **you** about their products and services. If **you** change **your** mind please contact Denplan on 0800 214 357.

Otherwise Denplan will assume that, for the time being, **you** are happy to be contacted in this way.

What regulatory protection do I have?

Denplan Limited is an appointed representative of AXA PPP healthcare Limited, which is authorised and regulated by the Financial Services Authority (FSA).

The FSA was established by government to provide a single statutory regulator for financial services. The FSA is committed to securing the appropriate degree of protection for consumers and promoting public understanding of the financial system. The FSA have set out rules which regulate the sale and administration of general insurance which AXA PPP healthcare and Denplan must follow when dealing with **you**. AXA PPP healthcare's registration number is 202947. This information can be accessed by visiting the FSA register which is on their website or by contacting the FSA on 0845 606 1234.

In the unlikely event that AXA PPP healthcare becomes insolvent and is unable to pay the **benefits** under **your** scheme, **you** may be entitled to **claim** compensation from the Financial Services Compensation Scheme (the FSCS). **You** will need to meet specific FSCS criteria depending on **your** particular circumstances. Further information about the operation of the scheme is available on the FSCS website. To find out whether **you** would be eligible to **claim** under the scheme **you** should contact the FSCS (0207 892 7300).

How to complain

It is always the intention of AXA PPP healthcare and Denplan to provide a first class standard of service. However, should **you** have reason to complain **you** can do so in the following way:

- i. In the first instance, **you** should document your complaint and send it to Denplan at:

Customer Services Manager
Denplan Limited
Denplan Court
Victoria Road
Winchester
SO23 7RG

Please quote **your** claim number and or attending school so that **your** enquiry can be dealt with quickly.

- ii. Should the matter still not be resolved to **your** satisfaction, **you** have the right to refer **your** complaint to:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

This procedure will not prejudice **your** right to take legal proceedings. However, please note that there are some instances when the Financial Ombudsman Service cannot consider complaints.