

Denplan Membership

Become a member of our practice
for total peace of mind

2023



Contents

Details about your plan	Welcome to Denplan Membership	3
	Why Denplan Membership is so good for you	4
	Benefits at a glance	6
	Important information about your Denplan Membership payment plan	7
Useful information	My Denplan How to join Denplan Membership	8
	What do I do if I want to change my dental practice? Changing your dental practice	9
Optional additional products	Denplan Supplementary Insurance	11
	Implant Upgrade Cover	12
Application form	Denplan Membership application form	13
Suitability questions	Denplan Supplementary Insurance Suitability Questions	17
Terms and conditions	The Denplan Membership Contract between you and your dental practice	19
	Denplan Supplementary Insurance policy document	23

Welcome to Denplan Membership: expert preventive advice and access to your chosen dental practice always guaranteed

We're delighted you're considering a plan which balances the need for flexibility with a 100% guarantee that you are registered with your chosen dental practice.

You'll find more details about the benefits, exclusions and terms and conditions of your Denplan Membership plan inside this booklet. It's worth keeping this booklet for easy reference in the future.

We'll help to take great care of you

Denplan is the UK's leading dental payment plan specialist. We've supported patients and worked alongside their dental practices for over 30 years. Our approach is based on prevention, helping you to get the care and treatment you need to feel good about your dental health. We also offer products that you can use to compliment your plan, like protecting yourself against dental emergencies and injuries with our Denplan Supplementary Insurance.

It's easy to get started

Your plan is quick and easy to set up. Simply complete the application form inside this booklet with your practice team or a member of their practice team. You can also use the form to add family members.

If you would like to get in touch
visit our website at
www.denplan.co.uk/contactus

Why Denplan Membership is so good for you

If your life is really busy then it can be hard to schedule regular appointments and visit your dental practice every six months - even though you know that's the best option.

With Denplan Membership, you don't need to take big risks with your dental health and simply 'drop out' of the system. This plan guarantees you access to your chosen Denplan provider dental practice, so you will always have a source of advice and dental care, when you need it.

Denplan Membership also works seamlessly with Denplan Supplementary Insurance, our worldwide dental injury and dental emergency cover which you can add to your plan for just 60p per person per month.

Denplan Membership highlights:

- Guarantee your place 'on the books' of your chosen Denplan provider dental practice
- Enjoy better dental health thanks to preventive advice from your practice team about the best ways to keep your teeth in excellent condition
- Pay as you go for check-ups, x-rays and treatments. Your dental practice may offer discounts, as part of your Denplan Membership
- Compatible with Denplan Supplementary Insurance, our worldwide dental injury and dental emergency cover for just 60p per month

How does Denplan Membership work?

The amount you pay for Denplan Membership is decided by your dental practice, who will let you know your monthly payment and the benefits provided with the plan.

Please note: the Denplan Membership Contract is between you and your dental practice. Your plan covers you for preventive advice for which you and your dental practice will have a 'Denplan Membership Contract'. Denplan Membership can also include Denplan Supplementary Insurance which is provided by Simplyhealth Access.

Denplan Membership is a great way to ensure that expert dental care and advice is always available to you.



Benefits at a glance

Here's a handy overview of what is and isn't included in Denplan Membership.

Denplan Membership gives you
✓ An easy way to guarantee access to your dental practice for private dental care
Any additional benefits specified by your dental practice
✓ Optional Denplan Supplementary Insurance, to provide cover if you have a dental injury or dental emergency for 60p per person per month
Denplan Membership does not cover
✗ Routine preventive care
✗ Restorative dental treatment including fillings, crowns, bridges and dentures
✗ Laboratory fees and prescriptions
✗ Any treatment excluded by the dental practice in your contract, which is then payable by you to the dental practice
✗ Referral to a specialist or specialist treatment
✗ Orthodontics, implants, cosmetic treatment
✗ Sedation fees

Full terms and conditions can be found in the Denplan Membership Contract within this booklet, and on the reverse of the Denplan Membership Contract which you sign with your dental practice.

Your practice team will give you a breakdown of how your plan is tailored to you (for example, any additional benefits your practice has included in your plan).

Important information about your Denplan Membership payment plan

Denplan Membership is a dental payment plan contract agreed between you and your dental practice.

Who is my contract with?

Your contract is between you and your dental practice. Your practice team will give you a copy of the contract. Denplan collects your payments and sends them to your dental practice.

How much will I pay?

The amount you pay for Denplan Membership is decided by your dental practice, who can discuss this with you. The plan is paid for by monthly Direct Debit.

How often will I visit my dental practice?

Everyone's oral health needs are different; your practice team will let you know what's right for you.

What does my plan include?

Please check the 'benefits at a glance' section to see what is included in your plan. Your practice team will also let you know of any additional treatments or exclusions when you join.

Are there any discounts available?

Discounts may be available where more than one family member or group member is registered at the same dental practice. If offered by the dental practice, the following discounts may apply:

5% Two group members

10% Three group members

15% Four or more group members

To qualify for a discount, all payments must be collected via a single Direct Debit. All correspondence will be sent to the address of the person who pays for the dental payment plans.

MyDenplan

MyDenplan is your online patient portal, where you can check your plan details, make changes to your personal data, amend your Direct Debit and much more.

It takes just a few minutes to sign up and is an easy way to view or amend your contact or Direct Debit details. It's all really easy and secure on www.denplan.co.uk/mydenplan

How to join Denplan Membership

1. Your Denplan provider dental practice will let you know if you need any treatment before joining and what the monthly payment will be once you've registered.
2. When you have read the Insurance Product Information Document (IPID) for Denplan Supplementary Insurance and Implant Upgrade Cover, please consider the suitability questions to help you decide the level of cover you might want and sign the Denplan Membership Contract which is between you and your dental practice.
3. Once the form is complete it will be sent to Denplan and you will receive written confirmation of your registration.



What do I do if I want to change my dental practice?

The Denplan Membership Contract you have with your dental practice is not transferable to another dental practice. If you need to change your dental practice for any reason, for example if you move to a new area, you will need to arrange a new Denplan Membership Contract with your new dental practice.

Changing your dental practice

There are three simple steps to change your dental practice and ensure you keep all the benefits of your Denplan payment plan:

- 1. Call your current dental practice.** We recommend going to a final appointment with your current dental practice. At this appointment please request the Patient Leaving Form. If you have outstanding treatment when you visit your new dental practice you will be charged privately to have this completed
- 2. Contact us via www.denplan.co.uk/contactus** once you're ready to cancel the contract you hold with your current dental practice. Alternatively you can call us 0800 401 402. Your contract will end with your dental practice on the last day of the month. We need at least 21 days' notice to cancel your contract, so if you contact us within a week of your last payment, you won't need to make another payment until you've registered with your new dental practice
- 3. Call your new dental practice** and arrange your first appointment. Remember to tell them that you're a Denplan patient, and ask if there is any initial assessment fee. You'll need to complete an application form and sign a new contract with your dental practice, and remember to take along the Patient Leaving Form your previous dental practice filled in



Optional products that you can choose to add to your plan

Denplan Supplementary Insurance

Add to Denplan Membership for just 60p per person per month

Denplan Supplementary Insurance is an optional dental emergency and injury cover that you can choose to add to your payment plan to protect you from unexpected costs from a dental emergency or injury, whether you're at home in the UK or abroad.

What does Denplan Supplementary Insurance cover?

- ✓ Cover towards the cost of a dentist opening the dental practice to provide treatment outside normal surgery hours
- ✓ Access to a 24-Hour Worldwide Dental Emergency Helpline
- ✓ Temporary emergency treatment in the UK, when you're more than 40 miles* away from your registered practice
- ✓ Temporary emergency treatment abroad, anywhere in the world
- ✓ Worldwide Dental injury cover
- ✓ Mouth cancer cover (90 day qualifying period applies)
- ✓ Hospital cash benefit if you need to stay overnight in hospital under the care of a dental or maxillofacial surgeon

What's not included in Supplementary Insurance?

- ✗ People who are not UK, Isle of Man or Channel Islands residents
- ✗ Any existing dental treatment required before policy start date
- ✗ Cosmetic treatment or any dental treatment not clinically necessary for the establishment of oral health
- ✗ Treatment, care or repair to teeth, gums, mouth or tongue in connection with 'mouth jewellery'
- ✗ Self-inflicted injury
- ✗ Any treatment required 18 months after diagnosis for dental injury and mouth cancer

*When you're within 40 miles of your registered Denplan provider you should speak to your practice regarding the emergency dental care agreements in place for you outside of normal surgery hours.

The Insurance Product Information Document (IPID) can be requested from your dental practice.

For full details of the benefits, limitations and exclusions of the cover, please refer to the Denplan Supplementary Insurance policy.

Denplan Implant Upgrade Cover

Add to Denplan Membership and Supplementary Insurance for £2.25 per person per month

If you choose to purchase Denplan Membership and Denplan Supplementary Insurance, you can also choose to upgrade the protection with Denplan Implant Upgrade Cover for an extra £2.25 per month.

To add Denplan Implant Upgrade Cover, you must also choose Denplan Supplementary Insurance (which costs 60p per person per month). The total cost of adding both products is £2.85 per person per month.

This additional support can cover the cost of fitting a dental implant, the most up-to-date treatment for tooth replacement (where clinically required) in the event of a dental injury, caused by an external blow to the mouth.

What does Denplan Implant Upgrade Cover include?

- ✓ Provision of an implant fixture(s) (including temporary coverage) up to £2,100 per implant fixture, maximum benefit per incident is £20,000
- ✓ Implant complementary procedures (e.g. bone augmentation, CT scan etc.) up to £600 per incident

What's not included in Denplan Implant Upgrade Cover?

- ✗ Dental injury not caused by a direct and an unexpected external blow to the mouth
- ✗ Implant placement where the dental injury occurred within 28 days of the commencement date of the Denplan Implant Upgrade Cover
- ✗ Placement of an implant into a pre-existing edentulous space or where a dentist/specialist dentist deems it not clinically appropriate, or replacement following the failure of an implant to integrate
- ✗ Any implant treatment which was prescribed, planned or is currently taking place at the commencement date of the Denplan Implant Upgrade Cover
- ✗ Teeth and supporting structures that were not in a reasonable and stable condition prior to the dental injury

All fees for Denplan Supplementary Insurance or Denplan Implant Upgrade Cover include Insurance Premium Tax charged at the current rate (excluding residents of the Channel Islands and the Isle of Man).

For full details, please see the Denplan Supplementary Insurance Policy Document.

Denplan Membership Patient Application Form

IMPORTANT – Please write in BLOCK CAPITALS using black or blue ink. Do not write outside the boxes as this form is processed electronically. Please note this form must be signed overleaf by the payer, if the form isn't signed then the application could be delayed.

Shaded areas of form to be completed by a practice team member

Name:

Job title:

Details of first patient

Has this person been registered as a Denplan patient before? Yes ☐ No ☐ Registration Number is/was

Title Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Other

First name

Surname

Gender Male ☐ Female ☐ Date of birth

Is this person the payer? Yes ☐

Please complete address details in the 'Who will be paying and how?' section overleaf.

Member dentist/practice

Registration Facility No. / Treating dentist GDC No.

Entitlement to treatment will start from 0 1 M M Y Y Y Y Fee Code Monthly Fee* £

If no start date is entered, Denplan cover will commence from the first day of the month following receipt of this form.

Details of second patient

Has this person been registered as a Denplan patient before? Yes ☐ No ☐ Registration Number is/was

Title Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Other

First name

Surname

Gender Male ☐ Female ☐ Date of birth

Is this person the payer? Yes ☐

Please complete address details in the 'Who will be paying and how?' section overleaf.

Member dentist/practice

Registration Facility No. / Treating dentist GDC No.

Entitlement to treatment will start from 0 1 M M Y Y Y Y Fee Code Monthly Fee* £

If no start date is entered, Denplan cover will commence from the first day of the month following receipt of this form.

* Full details of the cover can be found in this 'Denplan Membership application booklet'. If you have chosen Full or Enhanced, prices quoted include Insurance Premium Tax charge at the prevailing rate (excluding residents of the Channel Islands and the Isle of Man).

† A one-off registration fee of £15 per person may apply upon joining and if applicable will be collected with the first payment.

Additional options - Denplan Supplementary Insurance & Implant Upgrade Cover

Denplan Supplementary Insurance is dental emergency and injury cover to protect you from unexpected costs your treatment plan may not cover. Implant Upgrade Cover will cover the cost of fitting a dental implant, where clinically required in the event of a dental injury. Denplan Supplementary Insurance costs 60p per person per month and Implant Upgrade Cover costs £2.25 per month. To add Denplan Implant Upgrade Cover, you must also choose Denplan Supplementary Insurance. The total cost of adding both products is £2.85 per person per month. Please take a moment to review your answers to the suitability questions within the application booklet. If you have answered 'No' to all of these questions we ask that you take a moment to decide whether or not this Denplan Supplementary Insurance policy is really suitable for you.

Patient 1 Supplementary Insurance (+60p) ☐ Supplementary Insurance + Implant Upgrade Cover (£2.85) ☐

Patient 2 Supplementary Insurance (+60p) ☐ Supplementary Insurance + Implant Upgrade Cover (£2.85) ☐

Please complete the reverse of this form

Total cost (to be completed by the patient):

Patient 1	Plan	£	Supp. insurance	£	Implant cover*	£	Total	£
Patient 2	Plan	£	Supp. insurance	£	Implant cover*	£	Total	£
* Supp. insurance must also be selected							Total cost	£

Who will be paying and how?

By completing this section you agree to pay for the patients detailed on this application form. This may result in a change to your current payments or monthly Direct Debit if you are an existing payer.

Have you registered your details with us before? Yes ☐ No ☐ Registration Number is/was

Title Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Other

First name

Surname

Gender Male ☐ Female ☐ Date of birth

House No.† or House Name†

Street/Road

Town/City

County Postcode†

Home tel. Mobile tel.

Email‡

† The postcode and either house number or house name are required to process your application

‡ We will usually send correspondence regarding your dental plan via post. If you'd prefer to receive this by email please tick here ☐

Monthly by Direct Debit*

By an existing Direct Debit**

*Complete Direct Debit Instruction below. **If you are adding a new patient to an existing group, payment will be debited via the current Bank/Building Society details that we hold for you.

Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the form and send to: Denplan, part of Simplyhealth, Anton House, Chantry Street, Andover, SP10 1DE.

Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
<input type="text"/>	
<input type="text"/>	
Postcode	
<input type="text"/>	

Name(s) of account holder(s)

Branch sort code

Bank/Building Society account number

Service User Number

Reference

Instruction to your Bank or Building Society

Please pay Denplan Limited Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Denplan Limited and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)

Date

Banks and Building Societies may not accept Direct Debit Instructions for some types of account.

Important – please read and sign below. This section must be signed by the payer who is purchasing the plan.

Important – Insurance Product Information Document (IPID)

Please read the IPID that you will have been given with this Membership Booklet and ensure that you have considered the questions relating to whether the insurance is right for you.

If you have chosen Denplan Supplementary Insurance and Denplan Implant Upgrade Cover they will be effective from the date shown in your welcome pack. Details of your insurance and payment plan will be in the welcome pack that will be sent to you three days from receipt of your application form.

Declaration

I apply to join/register the patient on a Denplan Membership contract with my/their dental practice. I confirm that I have/the patient has received the IPID and the Membership Booklet which contains the full policy document. I have completed the questions assessing my insurance needs and considered the answers when making my decision.

Signature(s)

X

Date

Data Protection Statement

Denplan Ltd will process your personal data as a data processor on behalf of your dentist and in accordance with their instructions. For details of how Denplan uses and protects your data in our capacity as a data processor please take the time to read our full privacy policy online at the bottom of our website www.denplan.co.uk

If you would like to receive information from Denplan Ltd and the Simplyhealth Group on our products and services to help you and your loved ones stay as healthy as you can. Please let us know how you'd like to hear from us:

☐ EMAIL ☐ POST ☐ PHONE ☐ SMS

If you change your mind just let us know anytime by calling the Patient Support Team on 0800 401 402, going online to www.denplan.co.uk/MyDenplan, or visit www.denplan.co.uk/contactus

Please make sure a Denplan Membership Contract is completed for each patient

Denplan Supplementary Insurance Suitability Questions

We cannot give you any advice or a personal recommendation for these products.

The questions below could help you decide if these products are appropriate for you.

Denplan Supplementary Insurance

Would you like access to our 24 hour Emergency Helpline for advice or assistance in a dental emergency?

Yes ☐ No ☐

Would you like cover towards temporary treatment costs if you have a dental emergency and you are more than 40 miles away from your dental practice?

Yes ☐ No ☐

Would you like cover towards treatment costs if you have a dental injury?

Yes ☐ No ☐

Denplan Implant Upgrade Cover

Would you like cover towards the cost of a dental implant if you have a dental injury?

Yes ☐ No ☐

This policy is suitable for patients with Denplan Membership who wish to have cover towards the cost of dental treatment for emergencies and injuries that the Denplan contract does not cover.

If you have answered 'No' to any of these questions we ask that you take a moment to decide whether or not these products are appropriate for you.

Denplan Supplementary Insurance costs 60p per person per month and Implant Upgrade Cover costs £2.25 per month. To add Denplan Implant Upgrade Cover, you must also choose Denplan Supplementary Insurance.

The total cost of adding both products is £2.85 per person per month. If you would like to add one or both of these products to your payment plan, please indicate on the patient application form.



The Denplan Membership Contract between you and your dental practice

Denplan's role is to provide administrative services to support the contract between you and your dental practice. This includes passing your payments onto your dental practice.

This contract is with your dental practice and cannot be transferred to anyone else. If you are considering changing your dental practice, please contact Denplan who will advise you on how to change, ensuring your oral health is maintained.

The following points make up the terms and conditions of the contract with your dental practice. Please read them carefully and keep them in a safe place so that you can refer to them in the future, should you need to.

1. Definitions

- a. Unless the context otherwise requires, 'contract' means this Denplan Membership Contract and the terms which you have signed.
- b. 'Denplan' means Denplan Limited (company number 1981238) whose registered office address is at Hambleden House, Waterloo Court, Andover, Hampshire SP10 1LQ, UK.
- c. 'Dental care professional' means a person qualified to practice certain aspects of dental care that is registered with the GDC to work in the UK.
- d. 'Dental practice' mean the legal entity that owns your dental practice, examples include a Corporate Body, Good Will Owning dentist as a sole trader, Limited Company or LLP.
- i) '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 from time to time.
- ii) 'Goodwill Owner' means a Member who legally owns the intangible assets of a dental practice, including but not limited to, the patient goodwill.

- iii) 'Limited company' means a form of business which is legally separate from its owners and managers.
- iv) 'LLP' (Limited Liability Partnership) means a legal business entity partnership whereby the LLP is responsible for the debts of the business and not the partners.
- e. 'Practice Team' means a group of dental professionals who together provide care for a patient.

2. Benefits

The contract entitles you to registration with your dental practice, and includes the additional benefits listed in the document entitled 'Denplan Membership Contract'.

3. Dental emergency arrangements

Your dental practice is obliged to provide reasonable access to out-of-hours emergency treatment, either directly or through participation in an emergency dental cover arrangement.

4. Changes to your monthly fee

Your practice team is encouraged to review all of their chosen Denplan fees annually. Following a review your practice team may choose to change your monthly Denplan fees at their discretion (taking many factors into account, including inflation and any changes to material costs or running costs). This review can be made at any point in the year, and you will receive written notice by letter, or email (if consented) at least one calendar months' notice in advance of any changes to your monthly fee (correspondence sent to the payer's email address if provided or last known address by ordinary post will be treated as adequate notice).

Should your oral health change, the practice team may change your level of plan, treatment included and associated fee by providing one month's written notice, or less with your consent. If you are not happy with any change in monthly fee, you have the right to terminate the agreement. You must give your dental practice at least 21 days' notice, with all terminations taking effect from the last day of a calendar month.

5. Payment

You must pay the monthly fee by Direct Debit in favour of Denplan as collecting agent for your dental practice.

Where you are not the payer specified in the document entitled 'Denplan Membership Contract', you shall ensure that the payer pays any sum due by you under this contract. You agree that, when making any such payment, the payer acts as your agent and on your behalf.

Any other amounts due to your dental practice (e.g. treatment costs, prescription fees, pharmaceutical items or laboratory charges) are payable by you directly to your dental practice and non-payment of such amounts will constitute a breach of the terms of the contract.

Your liability to pay the monthly fee continues until the contract is ended in accordance with these terms and conditions.

6. Direct Debit changes

Following a variation in monthly fee, the Direct Debit will be changed at the next available collection date. Where you are given notice of an increase in your monthly fee, your Direct Debit will be changed at the end of the required notice period.

7. Your responsibilities

You are responsible for keeping appointments made with your practice team and you must pay any 'missed appointment' fee should you fail to do so. You must ensure that you also attend the dental practice for regular check-ups.

8. Ending the contract

Cooling off period

You can cancel the Denplan Membership Contract for any reason during the 14 day 'cooling off' period. This period begins on the contract start date, or the day you receive the payment schedule if this is later.

Following this period, you may end the contract by giving not less than 21 days' notice to your dental practice and to Denplan, expiring on the last day of the calendar month.

Your dental practice may end the contract by giving you two months' written notice expiring on the last day of a calendar month.

In the event that you receive discounted treatment and you terminate this agreement within six months of receiving discounted treatment or within six months from the end of a course of discounted treatment, you may be liable to refund to the dental practice the full amount of the discount offered by the dental practice in relation to the treatment or course of treatment received.

If you are intending to leave the care of your dental practice you should attend a final leaving appointment, when your practice team can arrange to provide any outstanding treatment, check your oral health and provide you with a record of this on the Patient Leaving Form, which you should take to your new dental practice. The initial examination fee and any necessary outstanding treatment prescribed by your new practice team may have to be paid for privately to re-register onto a new Denplan payment plan.

9. Non-payment of fees

If you fail to make a monthly payment, Denplan will inform you accordingly and attempt to collect two payments in the following month.

If you fail to make two successive payments, Denplan will inform you that your contract has been cancelled, effective from the date of the first failed payment.

Direct Debit cancellation

If you cancel your Direct Debit then no further attempt will be made to collect payment. After two successive missed collections, your contract will be cancelled.

This will also cancel your Denplan Supplementary Insurance and Denplan Implants Upgrade if you have chosen these products.

Missed payments

Please be aware, if you have any treatment during a period of missed payment you will be liable for all sums outstanding to your dental practice who may attempt to contact you to recover the outstanding balance.

10. Refunds

If Denplan agrees to refund your monthly fee for any reason, your membership for those months will be treated as unpaid and the conditions relating to non-payment will fully apply to you. If payment has already been forwarded to your dental practice we reserve the right to reclaim the corresponding payments from your dental practice. You will be liable for all sums outstanding to your dental practice and Denplan.

11. Dental records

By signing the document entitled 'Denplan Membership Contract' you consent to the disclosure of your dental records, for the purposes of any review, assessment or consideration of the care provided by your dental practice which may take place under the terms of their membership of Denplan but not for any other purpose without your further consent.

12. Variation of these conditions

If it is necessary to vary the conditions in this Denplan Membership Contract, for instance to take account of changes in the law, this can be done by your dental practice giving you 30 days' written notice. If you do not wish the contract to continue, you have the right to cancel. If you do not do this by the time the notice of variation expires, you will be deemed to have accepted the variation.

13. Contract not transferable

As the contract is with your dental practice, you may not transfer it to another dental practice. If you need to change your dental practice a new contract will be required. You are not entitled to assign or sub-contract any rights or obligations you may have under the contract to any other person.

14. Treatment outside the contract

There is no entitlement to treatment under this contract, therefore you will be responsible for paying for such treatment.

15. Liabilities

Denplan Limited administers Denplan Membership registrations and collects monthly fees on behalf of your dental practice. The contract is not with Denplan and Denplan has no liability to you (whether in respect of tort (including, without limitation, negligence), breach of contract, defective or unsatisfactory treatment, or otherwise) in connection with any contract it administers on behalf of your dental practice. This does not affect any right or remedy you may have against your dental practice.

16. Disputes

All dental practices who offer Denplan products are required to have an in-house complaints procedure.

If you are unhappy with any aspect of your dental care you should, in the first instance, approach your dental practice directly. If you remain dissatisfied, Denplan offers an impartial mediation service for registered patients. Your dental practice must agree to participate in Denplan's clinical mediation service.

17. Notices

Any notice given by your dental practice under these conditions is valid if Denplan gives it to you on your dental practice's behalf. Any notice given by your dental practice or Denplan is valid if sent to the payer's email address if provided or last known address by ordinary post.

18. Third Parties

The contract is intended to confer a benefit on your dental practice and you. No other person shall be entitled to enforce any term of the contract by virtue of the contracts (Rights of Third Parties) Act 1999 (the 'Act').

19. Governing Law and Jurisdiction

Both parties agree that this Denplan Membership Contract 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.

Denplan Supplementary Insurance policy document (If chosen by the patient)

Terms and conditions

This Denplan Supplementary Insurance Policy meets the demands and needs of those who wish to ensure they have cover towards treatment costs arising from **dental injuries** and dental emergencies. **We** may ask **you** some questions to narrow down **your** product options, but **you** will then need to make **your** own choice about how to proceed.

This document should be read in conjunction with the payment schedule and any endorsement provided by **us** which together constitutes the full terms and conditions of this policy.

1. Definitions

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

claiming year - 1st January to 31st December or the period of time between the **commencement date** and 31st December.

commencement date - the cover start date as shown in the welcome letter or other notices issued by **us**.

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

dental injury/injuries - 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.

dental practice - is the place in which the patient holds their contract with and where the patient receives their regular clinical care

dentist/s - in the **United Kingdom**, a dental surgeon who is currently registered with the General Dental Council.

domiciliary visit - a visit made for the purpose of providing **emergency dental treatment** at a location other than the **dental practice** where **you** are currently registered.

emergency dental treatment - 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.

implant/s - a titanium, root-shaped fixture designed to integrate with the bone, to replace the root of a tooth and support the replacement tooth or teeth.

mouth cancer - a malignant tumour, with its primary site being in the hard and/or 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.

permanent dental treatment - definitive treatment that is clinically necessary to secure and maintain oral health.

policyholder/s - the person who has entered into this contract.

practice team - a group of dental professionals who together provide care for a patient.

premium/s - the money due to **us** with regard to the provision of this policy.

temporary dental treatment - such care and treatment that is immediately and necessarily required to stabilise the oral condition pending further definitive treatment.

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

we, us, our - Denplan Limited, registered number 1981238.

you, your - a person who has been accepted as eligible for cover and is insured under this policy.

2. Schedule of benefits

We will pay the benefits shown below provided that **you** and the **policyholder** comply with the terms and conditions of this policy.

Benefit A Emergency dental treatment in the UK

For the cost of **emergency dental treatment** within the **UK** when **you** are more than 40 miles away from **your dental practice**.

We will pay up to the following specified limits 1-16 shown below for **temporary dental treatment** up to £450 per incident subject to a maximum of £900 per **claiming year**. Any subsequent treatment required after the initial appointment is excluded.

Benefit Limits

01	Emergency examination/diagnosis and report to include all necessary smoothing, stoning and occlusal adjustments or fluoride varnish	up to £48 per incident
02	X-rays	up to £32 per incident
03	Extraction of up to two teeth	up to £86 per incident
04a	Root canal extirpation to include dressings and/or temporary fillings and necessary prescriptions	up to £102 for 1 canal
04b	As 4a – two canals	up to £107 for 2 canals
04c	As 4a – three or more canals	up to £143 for 3+ canals
05	Treatment of dental infection to include any necessary prescriptions	up to £38 per incident
06a	Provision of temporary filling	up to £44 for 1st tooth
06b	As 6a – each additional tooth	up to £25 add. tooth
06c	Provision of an incisor or canine composite filling	up to £102 per tooth
07	Recement crown or inlay	up to £46 per item
08	Recement bridge	up to £56 per bridge
09	Construction and fitting of temporary crown	up to £100 per crown
10a	Construction and fitting of temporary bridge/denture	up to £180 per bridge
10b	Provision of temporary post and core	up to £82 per tooth
11	Arrest of abnormal haemorrhage including aftercare and associated suture removal	up to £51 per incident
12	Removal of sutures placed by another practitioner	up to £31 per incident
13	Repair/adjustment of orthodontic appliance	up to £60 per incident
14	Adjustment to denture	up to £34 per incident
15	Repair of denture to include re-fixing of teeth and gums and repair of clasp	up to £53 per incident
16	Any other temporary treatment not otherwise specified	up to £75 per incident

Benefit B Worldwide dental injury

For the costs of dental treatment received by **you** in connection with a **dental injury** which happens after the **commencement date**.

We will pay up to the specified benefit limits 17-29 shown below for **permanent dental treatment** (including appropriate temporary coverage). If **your** own contracted **dental practice** will not be providing this **permanent dental treatment**, please confirm to **us** prior to the commencement of the treatment. Prior authorisation must be obtained from **us** if the treatment costs are likely to exceed £200.

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/or notification of an intention to claim, and while this policy is in force. If this spans a **claiming year** we will treat the claim as a continuing claim and we will continue to cover **your** treatment after the current **claiming year** has ended. However, in no event will benefit be payable for treatment received more than 18 months after the date of the injury (six years for persons under 18 years).

We reserve the right to settle claims in accordance with the respective benefit limits only where, prior to the **dental injury** the teeth and supporting structures that are the subject of the claim were in a reasonable and stable oral condition, based on an assessment carried out by a dental practitioner appointed by **us**.

Benefit Limits

17	Examination and report to include all necessary smoothing, polishing and vitality testing	up to £48 per incident
18	X-rays	up to £36 per incident
19a	Porcelain jacket crown*	up to £430 per unit
19b	Dentine bonded crown	up to £478 per unit
20a	Metal bonded porcelain crown	up to £470 per unit
20b	Post/core construction	up to £108 per tooth
21a	Metal bonded porcelain bridgework – retainer	up to £470 per retainer
21b	Metal bonded porcelain bridgework – pontic	up to £435 per pontic
22	Full metal crown	up to £450 per unit
23a	Zirconia crown	up to £540 per unit
23b	Zirconia bridge unit	up to £540 per unit
24a	Laboratory constructed adhesive bridge – retainer	up to £275 per retainer
24b	Laboratory constructed adhesive bridge – pontic	up to £300 per pontic
25	Laboratory constructed adhesive facing or veneer	up to £445 per unit
26a	Root canal treatment – incisor (includes filling of access cavity)	up to £318 per incisor
26b	Root canal treatment – canine (includes filling of access cavity)	up to £318 per canine
26c	Root canal treatment – premolar (includes filling of access cavity)	up to £318 per premolar
26d	Root canal treatment – molar (includes filling of access cavity)	up to £390 per molar
27a	Permanent acrylic denture	up to £500 per denture
27b	Permanent metal denture	up to £775 per denture
27c	Temporary denture following tooth loss (where required)	up to £305 per incident
28a	Laboratory made temporary bridge following tooth loss (where required)	up to £183 up to 3 units
28b	Laboratory made temporary bridge following tooth loss (additional units)	up to £61 per unit
29	Emergency and other treatment following dental injury not otherwise specified	up to £615 per incident

*If there are issues with the supply of materials for porcelain jacket crowns, please ask **your practice team** to contact **us** for advice on how to proceed. Where treatment involves replacing a crown, bridge, veneer or denture, benefit will be paid according to the cost of a replacement of similar type and quality. Benefits 19-25 include all construction and fitting procedures, together with appropriate temporary coverage.

If **you** do not have Denplan Implant Upgrade Cover and **implants** are clinically required, **we** will pay towards the cost of **implants** up to the value of the equivalent bridgework within the specified benefit limits.

Benefit C Consultation for dental emergency or dental injury

The fees below will be payable when a **dentist** re-opens their practice to provide **emergency dental treatment** or for a **dental injury** in the **UK** within the following specified times.

Please note that **you** will be responsible for the first £20 of each and every call-out claim under this benefit, which is payable to the **dental practice** at the time of the emergency appointment e.g. the maximum that **we** will pay for an out of hours consultation on Christmas Day is £185.

Benefit Limits

30a	Weekdays: 6am – 8am and 6pm – 10pm	up to £140 per incident
30b	Weekends and Bank Holidays: 6am – 10pm	up to £185 per incident
30c	Nights: 10pm – 6am	up to £205 per incident
30d	Christmas Day	up to £205 per incident
30e	Boxing Day	up to £205 per incident
30f	New Year's Eve after 6pm	up to £205 per incident
30g	New Year's Day	up to £205 per incident
30h	Domiciliary visits up to two per claiming year , payable within a practice's normal working hours (where available)	up to £130 per incident
31a	Telephone consultation (where no attendance follows): 6am – 8am and 6pm – 10pm weekdays, 6am – 10pm weekends and bank holidays	up to £40 per incident
31b	Telephone consultation (where no attendance follows): 10pm – 6am	up to £60 per incident

Benefit D Hospital cash benefit

Hospital cash benefit for dental care and treatment.

If **you** are admitted overnight as an in-patient to a licensed medical or surgical hospital for dental treatment under the care of a consultant specialising in dental or maxillofacial surgery, the following will be paid per night, for up to a maximum of one year.

Benefit Limits

32	Cash Benefit	up to £62 per night
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Benefit E Overseas temporary emergency dental treatment

We do not have member **dental practices** overseas, and **you** may therefore see any **dentist** of **your** choice. If **you** require assistance in finding a **dentist**, **we** recommend that **you** discuss **your** needs with **your** hotel concierge, tour operator representative or any family, friends or colleagues that **you** know in the area.

If, while overseas, **you** require **emergency dental treatment** **we** will pay up to the limits specified below for **temporary dental treatment** or for **permanent dental treatment** that has been pre-authorised by **us**.

Benefit Limits

33a	Overseas emergency temporary dental treatment (including prescription charges) and pre-authorised emergency permanent dental treatment	up to £940 per claiming year
33b	Overseas telephone costs to the 24-Hour Worldwide Dental Emergency Helpline	up to £20 per call

In the absence of a receipt for telephone calls to the 24 hour Worldwide Dental Emergency Helpline, **we** will pay up to £10 per call.

Benefit F Mouth cancer cover

This benefit covers **you** for:

- Treatment charges up to £12,000 for treatment of **mouth cancer**
- Up to 14 days hospital cash benefit

Conditions:

- The benefits will be paid only for treatment received within 18 calendar months of the date of diagnosis on a live policy
- Benefits will be paid for one course of treatment only, 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
- Benefits 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
- The hospital cash benefit will only be paid for overnight stays directly relating to the initial occurrence of **mouth cancer**

3. Eligibility

You can only be covered under the terms and conditions of this policy from the **commencement date** if **you** and the **policyholder** are a **UK** resident. **You** must also have an existing Denplan Care, Denplan Essentials, Denplan for Children or Denplan Membership Contract.

4. Exclusions

This policy does not provide cover for:

Benefit A Emergency dental treatment in the UK

- i. **Emergency dental treatment** in the **UK** carried out by **your own practice team**, a **dentist** acting on behalf of **your dental practice** or a **dental practice** within 40 miles of **your dental practice**.
- ii. **Permanent dental treatment** unless pre-authorised by **us**.

Benefit B Worldwide dental injury

- i. Injury caused by the consumption of food (including foreign bodies contained within the food).
- ii. Treatment following **dental injury** more than 18 months after the date of the injury to which the treatment relates (six years for persons under 18 years).
- iii. Damage caused by tooth brushing or other oral hygiene procedures.
- iv. **Implants** and all costs associated with the preparation and fitting of such a device unless registered for Denplan Implant Upgrade Cover as shown in the payment schedule.
- v. **Dental injury** caused whilst participating in any form of **contact sport** (including training) unless appropriate mouth protection is worn e.g. a sports mouth guard.
- vi. Loss of, or damage to dentures, other than whilst being worn.
- vii. Normal wear and tear.

Benefit E Overseas temporary emergency dental treatment

- i. **Permanent dental treatment** unless pre-authorised by **us**.

Benefit F Mouth cancer cover

- i. **Mouth cancer** diagnosed before or within 90 days of **your commencement date** or for which tests or consultation began within those 90 days, even if the diagnosis is not made until later.
- ii. Charges for consultations or tests for non-invasive tumours under the **mouth cancer** cover benefit.
- iii. **Mouth cancer** resulting from the chewing of tobacco products or betel nut, or from prolonged alcohol abuse.
- iv. **Mouth cancer** which is found in the tonsils.

General

- i. Any dental treatment which was prescribed, planned, diagnosed as necessary or is currently taking place at the **commencement date**.
- ii. Cosmetic treatment, or any dental treatment not clinically necessary for the establishment or maintenance of oral health.
- iii. Reimbursement for travelling expenses or telephone calls (unless to the 24-Hour Worldwide Dental Emergency Helpline from overseas).
- iv. Specialist treatment, meaning any form of dental care or treatment beyond the scope of the average competent dental practitioner, unless as a result of a **dental injury**.
- v. Treatment, care or repair to teeth, gums, mouth or tongue in connection with 'mouth jewellery'.

- vi. Self-inflicted injury.

- vii. Mouth guards, gum shields or any dental appliances unless in conjunction with a **dental injury**.

- viii. Teeth and supporting structures that were not in a reasonable and stable oral condition prior to the **dental injury**.

- ix. Missed appointment fees.

- x. **Dental injury** resulting from a hospital surgical procedure with or without the administration of general anaesthetic.

5. Claims general

When determining claims **we** act on behalf of the underwriter, Simplyhealth Access. **We** have the delegated authority to do so, and in this instance are not acting as **your** intermediary, but as the agent of Simplyhealth Access.

- i. (a) Claims will only be accepted if received by **us** on an official Denplan insurance claim form signed by **you** and the **practice team**. Incomplete claim forms will be returned and may cause a delay in **your** claim being assessed. Claim forms must be completed at **your** own expense and should be received by **us** within 60 days of the completion of **your** dental treatment, if reasonably possible.

(b) **Your** claim must be supported by proof of treatment, detailing the dates and costs of each individual treatment. The proof must be on a receipt or an official document issued by the treating dental surgery. Where a receipt or an official document is unobtainable the treating dental surgery must sign and stamp the completed claim form.

(c) Please note that it may be necessary to provide relevant x-rays and/or **your** dental records in support of a **dental injury** claim.

(d) **We** may require **you** to be examined by a **dentist** or other medical specialist (at **our** expense) in relation to **your** claim. In choosing a relevant **dentist** or specialist **we** will take into account **your** personal circumstances. **You** must co-operate with any **dentist** or specialist chosen by **us** or **we** may not pay **your** claim.

No benefit will be payable if **we** have not received proof of all facts relevant to **your** claim. This shall include but not be limited to:

- ii. (a) proof of **your** eligibility for cover on the date of treatment;
- (b) proof of the dental treatment, this may be by way of a medical report (at **your** own expense);
- (c) claims under the worldwide **dental injury** benefit, details pertaining to the circumstances of the injury **you** have experienced.
- iii. In the event that **you** claim compensation against a third party, **we** reserve the right to recover any treatment costs for which **you** have received a compensation payment.
- iv. If the treatment is received overseas then **we** will pay benefits in pounds sterling. **We** will convert the expenditure into sterling using FX Converter at www.oanda.com. The exchange rate will be calculated at the rate in force on the date of the receipt.
- v. **We** reserve the right to disclose claim information to **your** registered **dental practice**.
- vi. Claims settlement will be made payable to the named payee as indicated on the completed claim form.
- vii. **You** must tell **us** if **you** are able to claim any of the costs from another insurance policy or other third party. If another insurance policy is involved **we** will only pay **our** proper share.

viii. Any benefits **we** pay for dental treatment to which **you** are not strictly entitled under the terms of this policy shall count towards **your** annual maximum benefits available under the policy, but **we** shall not, by making any such payment, be liable to pay any future benefits in respect of such dental treatment.

ix. 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.

6. Cancellation

The **policyholder** can cancel their Denplan Supplementary Insurance policy by informing **us** directly by telephone, letter, fax or email. Cancellation of this policy will also cancel **your** Denplan Implant Upgrade Cover, where applicable.

Please note, if **you** do cancel this policy, your Denplan contract with **your dental practice** will remain unaffected. However, if **you** cancel **your** Denplan contract with **your dental practice**, **your** Denplan Supplementary Insurance policy and Denplan Implant Upgrade Cover will also be cancelled.

Cooling off period

The **policyholder** can cancel the policy for any reason during the 14 day 'cooling off' period. This period begins on the policy **commencement date**, or the day the **policyholder** receives the policy terms and conditions if this is later.

Ending the policy

After the cooling off period, the **policyholder** can cancel the policy by giving **us** a minimum of 21 days' notice by telephone, letter, fax or email. If, during the notice period, the next month's payment becomes due **we** will collect it and **your** cover will continue until the end of the month which the final payment covers.

Denplan Cancellation

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 this policy
- **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 **us**.

If **you** fail to pay the fees as detailed in the plan contract, **we** will inform **you** accordingly and attempt to collect the missed payment in the following month. Insurance cover will be suspended from the date of non-payment which means that no insurance claims will be paid until **you** have paid all fees that are due and owing.

If **you** fail to make two successive payments, **we** will be entitled to terminate **your** contract by giving **you** notice, in which case **your** insurance will be treated as having been cancelled from the date that the first payment became overdue and no claims will be paid in respect of any period for which fees are unpaid.

7. General

i. This contract between the **policyholder** and **us** is made up of these terms and conditions, the payment schedule and any endorsement provided by **us**.

ii. Non payment of **your premium** will result in **us** suspending **your** benefits, and taking all necessary action to recover monies outstanding.

iii. The **policyholder** 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 the **policyholder** relating to the policy will also be in English.

v. If the **premium** is paid directly to **us**, **we** will write to the **policyholder** giving them at least 30 days notice, prior to the end of any **claiming year** to let them know what changes **we** need to make to the terms of the policy, which may include changes to the monthly **premium**.

If **we** do not hear from the **policyholder** in response, then **we** will assume that the **policyholder** wishes to continue the policy on those new terms. Where the **premium** is paid by Direct Debit or other payment methods, **we** may continue to collect **premiums** by such method. Please note that if **we** do not receive the **premium**, this may affect **your** cover.

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 pay **your** claim and may declare the policy void, as if it never existed. If **we** have already paid **your** claim **we** can recover those sums 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**.

vii. The monthly **premium** may be altered at any point in the **claiming year**, provided 30 days notice is given.

viii. **We** will accept payment by monthly Direct Debit or annually by debit/credit card or Direct Debit. Payments will be collected on or around the first working day of the month as specified in the payment schedule within the welcome pack. Following a variation in discount available, the Direct Debit will be changed at the next available collection date. Where notice is given of an increase in the monthly **premium**, the Direct Debit will be changed at the end of the notice period, unless in the meantime the **policyholder** ends the contract.

ix. All **policyholders** must provide an up-to-date mailing address.

x. **We** and other service providers will not provide cover or pay claims under this policy if doing so would expose **us** or the service provider to a breach of international economic sanctions, laws or regulations, including but not limited to those provided for by the European Union, United Kingdom, United States of America or under a United Nations resolution. If a potential breach is discovered, where possible **we** will advise **you** in writing as soon as **we** can.

xi. The cost of the insurance is 60p which includes Insurance Premium Tax charged at the current rate (excluding residents of the Channel Islands and the Isle of Man)

8. Denplan Implant Upgrade Cover

This section is only applicable to **you** if the **policyholder** has registered for Denplan Implant Upgrade Cover to be added to this Denplan Supplementary Insurance policy.

The terms and conditions in this section show **your** benefit for dental **implant** treatment costs necessary as a direct result of a **dental injury**.

This is an upgrade product providing extra **dental injury** benefit, additional to **your** existing Denplan Supplementary Insurance.

This section provides the additional terms and conditions of Denplan Implant Upgrade Cover.

Should there be any discrepancy between the contents of this section and the other sections within the Denplan Supplementary Insurance Policy document, the following replaces it.

i. Schedule of Benefits

In addition to the benefits shown in Section 2 'Schedule of Benefits' the following applies:

These Benefit B benefits are in addition to those Benefit B benefits shown in Section 2

Benefit B Worldwide dental injury Limits of Cover

If **you** sustain a **dental injury**, benefit will be paid for the actual cost of treatment described below up to the limits specified.

Before submitting **your** claim in connection with Benefit B, please note the following conditions:

Should **implants** be clinically required, following a **dental injury**, **we** will pay for an **implant** fixture to replace an existing tooth root or existing **implant** up to the specified limits.

34. Provision of an **implant** (including temporary coverage) up to £2,100 per fixture. Maximum of £20,000 per incident.

35. **Implant** complementary procedures (Bone augmentation, CT Scan) up to £600 per incident.

ii. Exclusions

In addition to the exclusions shown in Section 4 'Exclusions' the policy does not provide cover for:

- a. **implant** placement where the **dental injury** occurred within 28 days of the **commencement date** of the Denplan Implant Upgrade Cover.
- b. placement of an **implant** into a pre-existing edentulous space or where a **dentist**/specialist dentist deems it not clinically appropriate, or replacement following the failure of an **implant** to integrate.
- c. any **implant** treatment which was prescribed, planned or is currently taking place at the **commencement date** of the Denplan Implant Upgrade Cover.
- d. teeth and supporting structures that were not in a reasonable and stable condition prior to the **dental injury**.

iii. General

Of the total monthly payment for each person insured, the cost of this Denplan Implant Upgrade Cover provided by Simplyhealth Access is £2.25 which includes Insurance Premium Tax at the current rate (excluding residents of the Channel Islands and Isle of Man).

Personal Data

Simplyhealth processes your personal data under the instruction and on behalf of your registered Denplan dentist in administering your Denplan payment plan. If you have the Denplan Supplementary Insurance this is provided by Simplyhealth, we will act as controller in administering this product.

This information applies whenever we collect, store or use your personal data.

How we use your data

We need and may 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

Sometimes **we** may use automation and profiling to evaluate information about **you**, which may include to determine whether an application for a product is accepted by **us**, to identify and investigate fraudulent activity, to understand claiming behaviour and patterns, or to tailor **our** pricing, products and services to provide **you** with a more efficient, consistent and fair customer experience.

The data we collect about you

If **you** have a 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** will need **your** bank account details. **We** may record and monitor both inbound and outbound calls for training and monitoring.

Who holds my personal data?

Simplyhealth Group. Simplyhealth is a group of companies made up of Simplyhealth Group Limited and the companies it owns and controls.

How do you protect my personal data?

By law **we** must have measures in place to protect data. As a result **we** have strict rules to protect the storage and use of all data. These rules apply to anyone who uses the data. **We** may send **your** personal data outside the European Economic Area. If **we** do, we ensure the same level of protection is afforded to it by ensuring an appropriate safeguard is implemented.

Who can see my personal data?

We can share **your** personal data:

- with persons who provide a service to **us** or act as **our** agents
- with anyone to whom **we** may transfer rights and duties under this policy
- with persons who may record, use and give data to other insurers (such as agencies whose role is to prevent fraud)
- with persons appointed by **you** or who provide a service to **you** in relation to this policy, for example insurance intermediary or **your** healthcare providers (such as **your dental practice**, specialist or a hospital)
- where **we** have a duty to provide that data (such as to regulatory bodies), or if the law allows **us** to do so.

How long do you keep my personal data for?

We keep **your** personal data for seven years after the policy has ended.

What rights do I have around 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 data that is incorrect. **You** can ask **us** to delete data, or not use it in certain ways. **You** have the right to move, copy or transfer **your** personal data.

If **you** wish to exercise any of the rights set out above, **you** will need to contact the Data Protection Officer.

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 the policy, **we** may have to cancel it.

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

You can contact **our** Data Protection Officer at the address below or by emailing thedataprotectionofficer@simplyhealth.co.uk.

The Data Protection Officer, Simplyhealth Access, Anton House, Chantry Street, Andover, SP10 1DE.

Or the Information Commissioner's Office (ICO).

You can contact the ICO on 0303 123 1113, or via their online form: ico.org.uk/global/contact-us/email/

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

Please ensure that **you** show the following information to others covered under **your** policy, or make them aware of its contents.

When **you** give **us** information about family members, **we** 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, **we** will send all correspondence about the policy to the **policyholder** unless advised to do otherwise.

Any correspondence which contains clinical information will only be sent to the patient, or in the case of a child under 16, to the signatory on the claim form.

What regulatory protection do I have?

Denplan Limited is an appointed representative of Simplyhealth Access, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority (PRA). Denplan Limited and Simplyhealth Access are both members of the Simplyhealth group of companies. Denplan Limited's Financial Services number is 195821.

Financial services in the **UK** are regulated by both the PRA and FCA. Both regulators are committed to securing the appropriate degree of protection for consumers and promoting public understanding of the financial system. The PRA and FCA have set out rules which regulate the sale and administration of general insurance which Simplyhealth Access and Denplan Limited must follow when dealing with **you**. Simplyhealth Access' 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.

The Financial Services Compensation Scheme (FSCS)

In the unlikely event that Simplyhealth Access 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 (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: www.fscs.org.uk. To find out whether **you** would be eligible to claim under the scheme **you** should contact the FSCS (0800 678 1100).

How do I complain?

It is always **our** intention to provide a first class standard of service. However, should **you** wish to raise any concern, complaint or recommendation **you** can do so in the following way:

In the first instance, **you** should contact Customer Services on 0800 401 402, or visit www.denplan.co.uk/contactus or write to: The Insurance Manager, Denplan, part of Simplyhealth, Anton House, Chantry Street, Andover SP10 1DE.

Please quote **your** personal policy or claim number. **We** will investigate any complaint and issue a final response.

If **you** are not satisfied with **our** response, or **we** have not replied within eight weeks, **you** can refer **your** complaint to The Financial Ombudsman Service, via:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR

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

Telephone: 0800 023 4567

Website: www.financial-ombudsman.org.uk

The Financial Ombudsman Service will only consider **your** complaint if **you** have given **us** the opportunity to resolve the matter first.

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.

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 an alternative way to access the Financial Ombudsman Service.



Denplan, part of Simplyhealth, Hambleden House, Waterloo Court, Andover, SP10 1LQ.

Denplan is a trading name of Denplan Limited, an Appointed Representative of Simplyhealth Access for arranging and administering dental insurance. Simplyhealth Access is incorporated in England and Wales, registered no. 183035 and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Denplan Limited is regulated by the Jersey Financial Services Commission for General Insurance Mediation Business. Denplan Limited only arranges insurance underwritten by Simplyhealth Access. Premiums received by Denplan Limited are held by us as an agent of the insurer. Denplan Limited is registered in England No. 1981238. The registered office for these companies is Hambleden House, Waterloo Court, Andover, Hampshire SP10 1LQ.