



accident & emergency dental cover

Arranged through
Lloyd & Whyte Ltd

Underwritten by
W.R. Berkley Insurance (Europe), Limited

The Policy

This is a copy of the insurance Policy held by the Policyholder (the dental practice), enabling Insured Persons (patients) to benefit from the Cover described in this booklet

Definition of Terms

We have defined below words or phrases used throughout this policy. To avoid repeating these definitions please note that where these words or phrases appear they have the precise meaning described below unless otherwise stated.

Accident

Injury caused by direct impact outside of the oral cavity to an Insured Person's teeth and gums (this includes damage to dentures whilst being worn).

Commencement Date

Date at which cover commences for each Insured Person, as notified to each Insured Person by the Policyholder

Cosmetic Treatment

Treatment not necessary to maintain oral health and which is solely for the purpose of improving the Insured Person's appearance

Cover

Cover for Treatment and benefits subject to the terms and conditions of this Policy

Dentist

A fully qualified dental practitioner registered with the General Dental Council or any other person properly qualified and authorised to perform the Treatments

Emergency Treatment

Treatments or supplies provided for the immediate relief of severe pain, trauma, swelling or bleeding of an Insured Person by a Dentist

Excess

For Sections 1 & 2, the first £15 of each and every incident.

In-Patient

An Insured Person who is admitted to hospital for overnight stay and stays for a period of at least 24 hours for the purpose of receiving dental or oral / maxillo facial Treatment on the recommendations of a Specialist.

Insured Person

A person who is a registered patient of the Policyholder resident in the United Kingdom (England, Scotland, Wales, Northern Ireland, The Channel Islands and the Isle of Man) and for whom the appropriate premium has been paid, to Lloyd & Whyte Ltd. by the Policyholder.

Oral Cancer

A malignant (invasive) tumour inside the mouth.

Period of Cover

For each Insured person, from the Commencement Date until the Review Date.

Policyholder

The dental practice holding this insurance to which the Insured Person is a registered patient

Policy

This contract being Our contract with the Policyholder providing the Cover as detailed in this booklet. The Practice Application and Agreement Form forms part of the Policy and must be read together with this document.

Review Date

1st April each year.

Specialist

A registered medical or dental practitioner who holds or has held a position in the NHS and is registered on the appropriate specialist list of the General Medical Council or the General Dental Council.

Treatment

The dental services or supplies described in this Policy which are clinically necessary for the maintenance and/or restoration of the oral health of an Insured Person provided that such services are:

- a) provided by a Dentist;
- b) provided in accordance with accepted standards of dental practice;
- c) received by an Insured Person during a Period of Cover.

We/Our/Us/Insurer

W. R. Berkley Insurance (Europe), Limited

Cover

The purpose of this policy is to provide an Insured Person with the benefits described below, when undertaken by a Dentist during the Period of Cover.

Section I – Emergency Treatment Benefits (Worldwide)

If the Insured Person requires Emergency Treatment away from the locality of the Policyholder, We will pay for the cost of the Emergency Treatment up to the maximum value shown :

ITEM

- a) Examination and report to include all necessary smoothing and polishing of teeth and treatment of sensitivity up to £33.00 per incident
- b) Radiographs / X-rays up to £24.00 per incident
- c) Extraction of up to 2 teeth up to £46.00 per tooth
- d) Root extirpation to include dressing and any associated treatment of acute infection
 - 1 canal up to £64.00
 - 2 canals up to £74.00
 - 3 or more canals up to £90.00
- e) Treatment of acute infection (not associated with endodontic therapy) to include incising of abscesses and treating infected sockets up to £28.00 per incident
- f) Investigation and dressing - first tooth up to £25.00 Per tooth thereafter up to £ 8.00
- g) Re-cement crown or inlay up to £28.00 per item
- h) Re-cement bridge up to £39.00 per bridge
- i) Construction and fitting of Temporary Crown up to £49.00 per crown
- j) Temporary bridge up to £89.00 per bridge
- k) Arrest of abnormal haemorrhage including aftercare and associated suture removal up to £36.00 per incident
- l) Removal of sutures placed by another practitioner up to £23.00
- m) Adjustment to denture up to £23.00
- n) Repair of denture up to £45.00
- o) Any other Emergency Treatment not otherwise specified under this Policy up to £56.00
- p) Evening, weekend and Bank Holiday call-out fees where Treatment is provided outside the treating Dentist's normal surgery hours up to £140.00

Exclusions to Section I

- 1 Treatment administered by the Policyholder or any dental practice within a 50 mile radius of the Policyholder, other than in respect of 'p' above
- 2 The Excess

Emergency Treatment Helpline :

An insured person should contact their own dental practice in the event of an emergency.

If this is not possible then they should seek assistance from the nearest available practice

If an Insured Person needs assistance in finding a dental practice, they should contact the Emergency Helpline on +44 (0) 871 288 2486.

Section 2 – Accident Treatment Benefits

If the Insured Person requires Treatment following an Accident, benefit will be paid for the cost of such Treatment up to the limits specified below. Treatment must be carried out by the Policyholder unless in an Emergency

ITEM

- a) (i) Porcelain jacket crown up to £340.00 per unit
(ii) Ceramic bonded crown up to £420.00 per unit
- b) Metal bonded porcelain crown up to £475.00 per unit
- c) Bonded metal/porcelain bridge work up to £420.00 per retainer up to £275.00 per pontic
- d) Full metal crown up to £345.00 per unit
- e) All metal bridge work up to £305.00 per retainer up to £295.00 per pontic
- f) Laboratory constructed adhesive bridge up to £215.00 per retainer up to £215.00 per pontic
- g) Laboratory constructed adhesive facing or veneer up to £320.00 per unit
- h) (i) Permanent denture acrylic up to £395.00 per denture
(ii) Permanent denture metal up to £535.00 per denture
- i) Temporary denture following tooth loss where required up to £175.00 per incident
- j) Laboratory made temporary bridge following tooth loss (where required) up to £105.00 up to 3 units.
Additional units £30 per unit
- k) (i) Root canal treatment incisor up to £140.00 per incisor
(ii) Root canal treatment canine up to £140.00 per canine
(iii) Root canal treatment premolar up to £180.00 per premolar
(iv) Root canal treatment molar up to £260.00 per molar
- l) Emergency and other Treatment following dental injury not otherwise specified up to £420.00 per incident

Exclusions to Section 2

- 1 We will not be liable for Treatment directly or indirectly consequent upon:
 - (i) injury caused by foodstuffs (including foreign bodies therein) in the course of consumption;
 - (ii) normal wear and tear;
 - (iii) injury whilst participating in boxing, martial arts, rugby and shinty (other than school rugby/shinty) unless appropriate mouth protection is worn;
 - (iv) injury caused otherwise than by direct extra-oral impact;
 - (v) damage which is not apparent within seven days of the date of impact resulting in dental injury;
 - (vi) damage to dentures occurring other than whilst being worn.
 - (vii) any costs of Treatment which go beyond the costs of replacing to a similar quality any crown, bridge facing, veneer or denture
- 2 We will not pay for any costs incurred by Insured Persons more than 18 months after the date of Accident
- 3 The Excess

Section 3 – Hospital Benefit

If the Insured Person is admitted to hospital as an In-Patient we will pay £60 for each complete 24 hours they remain in hospital under the care of a Specialist.

Exclusions to Section 3

- 1 We will not pay for more than twenty days of hospital benefit during any Period of Cover.

Section 4 – Oral Cancer

If the Insured Person is diagnosed with Oral Cancer We will pay the Insured Person a lump sum of £2,500.

Exclusions to Section 4

- 1 Oral Cancer diagnosed before the Insured Person joined the Emergency Treatment Plan;
- 2 cancer or tumours of the throat or any other cancers;
- 3 Oral Cancer which is related in any way to an HIV infection or AIDS;
- 4 Oral Cancer resulting from chewing tobacco products (including beetlenut juice);
- 5 reimbursement for any charges or fees including charges for consultation or tests for invasive/non-invasive tumours;
- 6 any cancer resulting from failure to follow medical advice;
- 7 persons aged over 75.
- 8 incidents unless diagnosed by a Specialist in cancer treatment, following referral by a general practitioner or Dentist
- 9 subsequent claims if the Insured Person has previously been paid under this section. After a payment under this section, such Cover will cease and no refund of premium will be payable by Us

General Exclusions

In respect of all sections, benefits will not be available for:

- 1 Treatment which a Dentist is unable to provide due to circumstances beyond the control of such Dentist
- 2 Treatments which are not described in this policy
- 3 Cosmetic Treatment
- 4 Treatments or drugs which are experimental in nature, or not normally supplied by a dental practice
- 5 dispensing and providing prescription drugs (unless they are antibiotics needed for Emergency Treatment)
- 6 Orthodontics (Treatment undertaken by a Dentist for the prevention and correction of irregularities of the teeth)
- 7 Treatment resulting from self inflicted injury
- 8 any charges for confirming the validity of a claim or the submission of a claim
- 9 dental implants
- 10 any costs associated with the administration of general anaesthetics
- 11 charges incurred by the Insured Person resulting from broken appointments

Claims Procedure

Section I

The Insured Person should pay for the Treatment provided

The Insured Person should then provide the Policyholder with a fully itemised printed receipt in English, from the Dentist administering treatment detailing:

- i. treatment administered and date of treatment
- ii. fully itemised fee breakdown
- iii. Dentist's registration details and practice address.

The Policyholder should complete the Claim Form (along with the Insured Person) then submit (with the receipt) to Us (via Lloyd & Whyte Ltd)

For valid claims, settlement will be made to the Insured Person (or for unpaid Treatment to the Dentist performing the Treatment), after deduction of the Excess

Section 2

The Policyholder should complete the Claim Form (along with the Insured Person) then submit (with an itemised invoice) to Us (via Lloyd & Whyte Ltd)

For valid claims, settlement will be made to the Policyholder, after deduction of the Excess

The Insured Person shall be responsible for paying the Excess or for any Treatment which is not covered under this Policy

Sections 3 & 4

The Insured Person must obtain from their Dentist confirmation of the period of hospitalisation (or in the case of Oral Cancer confirmation of the diagnosis from the Specialist) and if requested, any further information to confirm the validity of the claim

The Policyholder should complete the Claim Form (along with the Insured Person) then submit (with the supporting documentation) to Us (via Lloyd & Whyte Ltd).

For valid claims, settlement will be made to the Insured Person

Claims Conditions

- a) Claims will only be settled if the Treatment is provided by a Dentist.
- b) Under Section 2, If Treatment costs are likely to exceed £500 the Policyholder must contact Lloyd & Whyte Ltd, in order to obtain Our approval prior to the commencement of Treatment
- c) If any benefit is provided or any payment is made under this Policy as a result of an action by a third party then the Insured Person must:
 - i) give Us full details of the potential claim against a third party;
 - ii) allow Us to pursue any loss under this policy at Our expense;
 - iii) help Us to take legal action if We ask the Insured Person to.
- d) All claims must be notified (with Claim Form and supporting documentation) within 60 days of the date of completion of a course of Treatment. We will not be liable in respect of any claim notified late unless the Insured Person or Policyholder provides an explanation for the delay satisfactory to Us.
- e) For overseas Treatment, any reimbursement will be in sterling at the equivalent UK benefit scale using the exchange rate in force at the date of the claim settlement.
- f) When there is a dispute over the amount to be paid for a claim under this Policy, the dispute must be referred to an arbitrator to be agreed between the Insured Person (or the Policyholder) and Us in accordance with the law at the time. When this happens, a decision must be made before the Insured Person (or the Policyholder) can take any legal action against Us
- g) If any claim under this policy is in any respect fraudulent or unfounded all benefit paid and/or payable in relation to that claim shall be forfeited and (if appropriate) recoverable by Us
- h) If there is any other insurance covering any of the same benefits the Insured Person (or Policyholder) must disclose the same to Us. We shall not be liable to pay or contribute more than Our rateable proportion

General Conditions

The following conditions apply:

1. Compliance with Policy Terms

Our liability under this policy will be conditional upon each Insured Person complying with its terms and conditions and the Policyholder paying or agreeing to pay the premium to Us

2. Change of Risk

The Policyholder must inform Us, as soon as reasonably possible, of any changes relating to Insured Persons (such as address or other personal details) which affect information given in connection with the application for Cover under this Policy

3. Policy Duration and Payment

- a) The Policy shall be for one year and may be continued subject to the terms in force at the time of each Review Date
- b) The premium payable shall be that prevailing generally at the Commencement Date or if later, the appropriate Review Date
- c) The premium payable may be changed by Us from time to time. However, this Policy will not be subject to any alteration in payment rates generally introduced until the next Review Date

4. Cancellation and Alteration

- a) Cover for each Insured Person will be cancelled if they no longer meet the eligibility criteria within this Policy
- b) This Policy will be cancelled automatically upon non-payment of the premium
- c) Whilst We shall not cancel this Policy because of eligible claims made by any Insured Person We may at any time terminate an Insured Person's Cover or subject their Cover to different terms if the Insured Person (or the Policyholder) has at any time;
 - i) misled Us by mis-statement or concealment;
 - ii) knowingly claimed benefits for any purpose other than as are provided for under this policy;
 - iii) agreed to any attempt by a third party to obtain unreasonable financial gain to Our detriment;
 - iv) otherwise failed to observe the terms and conditions of this Policy or failed to act with utmost good faith.
- d) If We cancel or alter the Policy or any Insured Person's Cover We shall give the Policyholder 30 days notice sent by first class post
- e) We may alter any of the terms of this policy at any Review Date. Details of the change will be advised to the Policyholder at such time
- e) It is the responsibility of the Policyholder to inform the Insured Persons of any alteration or cancellation in Cover

5. Advice

Under Financial Services Authority regulations, practice staff are able to distribute details of this policy to patients and forward claims on behalf of Insured Persons. However, under no circumstances should any advice be given by practice staff – all enquiries should be forwarded to Lloyd & Whyte Ltd.

6. Waiver

Waiver by Us of any term or condition of this policy will not prevent Us from relying on such term or condition afterwards.

7. Governing Law

Both parties agree that this Policy shall be governed by and construed in accordance with the Law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

Our Service

Our goal is to give excellent service to all of customers

However, We recognise that things do go wrong occasionally. To make a complaint or provide feedback, please write to :

The Managing Director
Lloyd & Whyte Ltd
Affinity House
Bindon Road
Taunton TA2 6AA
Tel : 0845 130 1365

If customers remain unsatisfied, please write to the Insurer :

Compliance Officer
W. R. Berkley Insurance (Europe) Limited
2nd Floor
40 Lime Street
London, EC3M 7AW

- Acknowledgement of the complaint will be made within 5 working days of receipt
- Once an assessment and full investigation has been made, We will respond with a decision.
- We aim to resolve most complaints within 5 working days, but if this is not possible, we will keep you up to date with a full explanation.

If a customer remains unhappy with a financial decision (having followed the complaints procedure above), they may write to the Financial Ombudsman Service (FOS) which is entirely independent. The FOS will only consider a complaint if We have had the opportunity to resolve it. Whilst We are bound by the decision of the FOS, customers are not. Following the complaints procedure does not affect customers rights to take legal action.

Insurance Ombudsman
The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
LONDON, E14 9SR

Customers may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the event that the Insurer does not have enough money to pay a valid claim. The FSCS can pay up to £2,000 for the first part of any claim and 90% of the remainder of the claim. Further information about compensation scheme arrangements are available from the FSCS.

Underwritten by W. R. Berkley Insurance (Europe), Limited

Arranged through Lloyd & Whyte Ltd



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Somerset TA2 6AA
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fax: 01823 270357
e-mail: info@lloydwhyte.com
web: www.lloydwhyte.com/dental

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