

SMILEASSURED

Your NHS Dental Plan

Terms and conditions policy document



Bolton & District
Hospital Saturday

Welcome

We are delighted that you have decided to join the Smile Assured Dental Plan - the policy that is designed to help pay for NHS Dental expenses.

We've tried to make this policy as simple to understand as possible. Please take time to read this document carefully and keep it safe for future reference. This is your Policy Document. It contains the full terms and conditions of your membership in addition to all the legal information and other important details we are obliged to provide you with. This policy is contractually binding whether or not you have signed the application form or any other document.

For all matters relating to your Smile Assured Dental Plan membership please contact: Protego Group Ltd on 0330 332 7171. The cost to call 0330 numbers is the same as calling a normal local or national landline. If your tariff or call package offers free or inclusive calls to landlines, numbers starting with 03 should be included in the exact same way.

**For matters relating to claims please contact:
Bolton & District Hospital Saturday Council on 01204 555047.**

To claim online or to download a claim form please visit the Hospital Saturday website at www.hospitalsaturday.co.uk

Insured persons are covered for the benefits shown in your Premium and Benefits table which in turn is governed by the Terms and Conditions in this policy document.

Westfield Contributory Health Scheme Ltd is the underwriter of this policy.

General terms and conditions

JOINING THE SCHEME

Anyone aged 16 up to their 70th birthday can join the Smile Assured Dental Plan and can use the policy for as long as they wish. You will not be required to have a medical to join our scheme. Your qualifying period commences on payment of your first premium.

MEMBERSHIP

Once your membership has commenced it may continue, subject to the normal terms and conditions and the continuous payment of premiums. We recommend that you review your membership option every year in line with inflation and any increases in healthcare charges. Policyholders must be resident within the United Kingdom. Any changes to your name address or bank account details should be immediately notified to us. Please contact Smile Assured Dental Plan Helpline at Protego Group. Tel: 0330 332 7171.

RENEWALS

The policy is renewed monthly on an ongoing basis. We will not send you a new Policy Document at renewal unless we have varied or made changes to the premiums, terms and conditions, benefits, or benefits levels.

COOLING-OFF PERIOD

The contract is concluded and your membership commences upon the payment of your first contribution by direct debit. You have 14 days from this date or the date you receive your Policy Document whichever is the later in which to cancel your membership. If you do cancel within this 14-day period any contributions you have paid will be refunded provided you have not submitted a claim. If you wish to cancel then or after this period then please also see the section headed Leaving Us on page 9. Please contact Smile Assured Dental Plan Helpline at Protego Group. Tel: 0330 332 7171.

PREMIUMS

Collection of premiums is handled by Protego Group therefore any queries concerning this must be directed to them. Please contact Smile Assured Dental Plan Helpline at Protego Group. Tel: 0330 332 7171. Payments are made in advance on a rolling basis and are non-refundable. For a claim to be honoured your payments must be fully up to date. Should payment fall into arrears we reserve the right to refuse your claim, even if the treatment date was before the date of arrears. Occasionally it will be necessary for us to increase the premium, alter the benefits available or amend the rules relating to your policy. If this happens you will receive one months notice in writing.

Notification of address changes, are your responsibility and we cannot be held responsible for any correspondence failing to reach you. We promise to notify you immediately if legislation which is outside of our control (e.g. Insurance Premium Tax) results in any change to your payments. The level of cover you have chosen sets the premium that is payable by you. All new customers will be required to make their payments by Direct Debit and pay in advance. It is your responsibility to keep us informed of any change in bank details where you require us to pay claims.

PRE-EXISTING CONDITIONS

You will not be covered for oral problems and dental injuries that were in existence or of which you had symptoms or you or your dentist were aware of prior to joining the plan.

You must have visited a UK dentist for a full examination and completed all treatment relating to a pre-existing condition within twelve months prior to joining the plan. If you have not seen a dentist within this time you may still join the plan and should see a dentist as soon as possible, but you will not be covered for your first visit.

Any oral problems or dental injuries identified on that visit will not be covered.

BENEFIT PAYMENTS

All payments are provided in respect of a twelve month period. Each individual benefit period begins on the date of the first treatment, goods purchased or service that you have received. Each claim for a different benefit starts a new commencement period for that particular benefit. After each benefit period has expired the next benefit period will commence on the date of the next hospital admission or receipted claim request. Should you be charged by a dentist or practitioner for completing any claim form such costs will be at your expense. Under current legislation benefits are tax-free. Premiums must be paid up to date prior to benefit payments being paid, as we are unable to process any claims if your premiums are in arrears. Claims are calculated on the actual cost you have incurred. If the full cost of the consultation and/or treatment has been met by another policy, for example a Private Medical Insurance policy, you would not be eligible to claim. However if the other policy meets only part of the cost you are able to claim the excess amount, up to the relevant maximum, you have paid directly. NHS charges will be reimbursed at the NHS rates in force on the claim date to the value on documented receipts.

OVERPAYMENT

Should any overpayment of benefit be paid by our underwriter the amount in question must be reimbursed.

WHEN YOU CAN CLAIM

You can claim in accordance with your Qualifying Period and Benefits Table as outlined in your welcome letter accompanying this Policy Document.

HOW TO MAKE A CLAIM

Every claim must be accompanied by a fully completed claim form and will be paid in full, subject to the appropriate policy limit.

You may submit your claim online by visiting www.hospitalsaturday.co.uk. You can also download a claim form from this website or ring 01204 555047 to request one, should you wish to make your claim by post.

You will be claiming for treatments you have paid for so we need a fully completed receipt and fully completed claim form. Failure to provide all details on the claim form together with a fully detailed receipt, outlining the treatment undertaken, may result in a delay processing your claim as we seek further information. The following criteria must be applied:

- All treatment claims must relate to a dental condition
- Original receipts are required. If

claiming online we do reserve the right to request the original receipt you have scanned should we believe this necessary.

- The receipt must be in the name of the person claiming
- Payments will always be made to the person receiving treatment
- Details of the treatment must be outlined
- Details of the practitioner performing the treatment must be provided
- All claims must be submitted within 3 months of the treatment date as shown on the receipt otherwise they will be ineligible for consideration.
- If the claim relates to dental treatment following an accident this must be noted on the claim form
- For all Hospital In-Patient claims we require the hospital to confirm the date of admission, the date of discharge and reason for the hospital stay. You may need to give your consent to the hospital for them to give us this information. This can be done by having the hospital fully complete, sign and stamp one of our claim forms or by submitting the hospital's Discharge Form. It is not possible to claim online for any hospital in-patient claim.

Bolton & District Hospital Saturday Council is responsible for the administration and payment of claims.

We have the right to request a medical report to validate any claim. We promise to adhere to the Access to Medical Records Act 1988 and Personal Files and Medical Reports (Northern Ireland) Order 1991 should such information be requested.

We also reserve the right to request a second opinion for any claim. We will accept the costs incurred should such action be taken. This may result in an appointment with a healthcare professional of our choice. Failure to attend this appointment may result in your claim being refused.

On occasion it may also be necessary for us to request a medical declaration from your GP, dentist or other medical practitioner. You must pay all costs related to obtaining this report. Payments made outside of the UK will be honoured at the current exchange rate on the date that the claim is paid. All payments will be made in pounds sterling with the exchange rate used being made in that country's official currency. Payments will not be made for any treatment received in advance.

Photocopied claim forms or receipts are not accepted. Amended or altered receipts will result in a claim being rejected.

Claims should be posted directly to:

BDHSC
Regent House
Folds Point
Folds Road
Bolton BL1 2RZ

Office hours:
Monday to Friday, 9.00am until 5.00pm.

Telephone: 01204 555047
Fax: 01204 522452

Email:
enquiries@hospital-saturday.org.uk

Your benefits explained

NHS DENTAL PLAN

The NHS Dental Plan has been designed to reimburse you for up to 100% of all NHS dental charges as at the date of this Policy, up to agreed policy limits. In the UK there are three standard charges for NHS dental treatment. Most dentists provide both NHS and private dental treatment. Make sure you understand whether you are paying for NHS or private treatment before treatment begins because you cannot claim for any privately charged treatment undertaken or charges incurred on a private basis in conjunction with or alternative to your NHS treatment if you have this NHS Dental Plan. This includes treatment by a private hygienist working in your NHS dentist's practice.

If you live in or are treated in Wales, Northern Ireland or Scotland, you will be reimbursed for your treatment up to the English NHS banding limits. We would advise that you ask your dentist about your treatment needs and charges before proceeding with the treatment as you cannot claim for any costs that are outside the benefits listed in the English NHS bands 1, 2 and/or 3.

DENTAL MAINTENANCE

Up to the appropriate NHS Band 1 charge can be claimed for dental maintenance every benefit year in respect of examinations, scale & polish and x-rays for the actual NHS costs you have incurred.

DENTAL TREATMENT

Up to the appropriate NHS Bands 2 and 3 can be claimed for dental treatment, every benefit year, towards the actual NHS costs you have incurred. There can be any number of claims up to the maximum benefit level. Treatment must relate to a dental medical condition, and includes fillings, root canal treatments, extractions, crowns and bridges.

ACCIDENTAL IMPACT INJURY

Up to the appropriate maximum can be claimed for accidental impact injury every year towards the actual costs you have incurred. All claims must be for a dental injury that has been the direct result of an accidental impact, such as a fall etc. It must be indicated on the form that the treatment relates to accidental impact injury. Please note, dental conditions caused by general wear and tear, eating, biting or during sleeping are covered under the **DENTAL TREATMENT** benefit listed above.

DENTURES

You can claim in accordance with your Qualifying Period and Benefits Table as outlined in your welcome letter accompanying this Policy Document.

HOSPITAL IN-PATIENT

The Hospital In-Patient benefit is calculated at the appropriate rate for each full night as an in-patient in an NHS or private hospital or dental treatment centre with accommodation facilities. Claims can only be made and commence following admission to the Hospital for dental purposes and the full stay must purely relate to the dental treatment. Any subsequent illness sustained as a result of hospital treatment is not covered by this policy. The Hospital In-Patient benefit is restricted to 10 nights in any benefit year for treatment in hospitals outside UK.

PRESCRIPTIONS

We will provide a refund of the costs of NHS or private prescriptions up to the number shown in your Benefits Table in any one benefit year at the NHS rate prevailing for prescribed items. All prescriptions must relate to a dental condition.

CANCER TREATMENT

We will provide cover for treatment costs, the overall sum to include Hospital InPatient benefits as shown on page 6, associated with oral cancer within the twelve months immediately following the diagnosis by a properly qualified specialist. Cancers covered are of the lips, tongue, major salivary glands, gums, mouth, or pharynx or the oral cavity from lip to pharynx. Once you have claimed for a course of treatment this cover ends. Cover cannot be given where oral cancer has been diagnosed prior to joining the plan or within three months of joining or which is related in any way to HIV infection or AIDS or resulting from the chewing of tobacco or other products (including betel nut juice) or prolonged alcohol abuse and over exposure to the sun.

WHAT YOU CAN'T CLAIM FOR

No claims are permitted for any of the following:

- Oral Problems and Dental Injuries that were in existence prior to joining this plan
- Any private charges whatsoever
- Alcohol abuse, solvent abuse, drug abuse or other addictive conditions of any kind
- Self-inflicted illness or injury or suicide attempt
- Participation or training in professional or semi-professional sports
- Participation or training in a contact sports unless recommended mouth protection is worn
- Any treatment for cosmetic purposes, including teeth whitening or anything otherwise excluded by the terms and conditions of this policy document
- Services obtained outside the United Kingdom
- Treatment carried out by a dental professional who is not registered with the General Dental Council or which is experimental or unproven and not recognised by the General Dental Council
- Any orthodontic treatment
- Replacement of any dental appliance or prosthesis which is lost or stolen
- Replacement of a bridge, crown, veneers or denture which is or can be made useable according to accepted dental standards
- Replacement of a bridge, crown, veneers or denture within five years of original fitting unless it has been damaged beyond repair while you have been covered by this policy
- Surgical implants of any type including any attaching prosthetic device
- Procedures, appliances or restorations (except full dentures) whose main purpose is to change vertical dimensions, provide surgical treatment of conditions or dysfunction of the temporomandibular joint or restore occlusion
- Purchases, for example toothpaste, brushes, denture adhesive, purchased from a dentist or other supplier
- Any type of missed appointment
- Examinations at a medical centre
- Any treatment in respect of a non-dental condition or not listed in the list of benefits
- Premiums paid to a dental care contract.

MEDICAL PRACTITIONERS

Claims will only be paid if the person providing your treatment or care is a qualified practitioner who meets the following criteria. They must be (depending on their field):

- Named on the register of specialists maintained by the General Medical Council and/or Dental Council
- In a position of substantive appointment in a National Health Service Hospital or Armed Service (locums are excluded)
- In possession of a certificate of Completion of Training from the Royal College of Nursing
- A qualified dental practitioner
- Registered with the Health Professionals Council.

LEAVING US

You must confirm your cancellation by writing directly to The Compliance Director, Protego Group Ltd, St Georges House, Greengate Lane, Prestwich, Manchester M25 3HW or by email to compliance@protegroup.com.

You can cancel your policy by giving us one month's notice.

Your policy will remain in force and you will be liable to maintain your payment of premiums until such notice has been received and expired.

If you do not provide the relevant notice and simply cancel the direct debit instruction at your bank and do not contact us, we will not immediately cancel your plan and we reserve the right to recover any sums overdue. If you do wish to cancel, please contact us directly to avoid any communication regarding outstanding payments.

We will not refund any premiums paid and we reserve the right to prevent individuals from joining again for three years from the date of termination. We reserve the right to cancel your Policy by providing one month's written notice, unless any claim is fraudulent in which case it will be cancelled with immediate effect.

In the event of cancellation it is the member's responsibility to ensure that the payment of premiums ceases, after the month's notice has expired. You will not be refunded for any monthly premiums that have already been made. We will not be responsible for any bank charges incurred by a member in connection with the continuance or cancellation of a policy. We reserve the right to refuse membership or refuse a request to upgrade membership, or renew or continue to renew membership without giving reason. Membership will be cancelled automatically if premiums are in excess of two months in arrears.

FRAUDULENT CLAIMS

Our contract is based on mutual trust. If we are suspicious that a claim may be fraudulent we have rigorous anti-fraud measures in place. If proven, fraudulent claims may result in legal action against offenders and cancellation of the policy. Abuse of the policy in any other way may result in cancellation of the policy. Examples of what we would consider fraudulent claims include any amendments to receipts, inaccurate completion of medical declarations, failure to divulge pre-existing dental conditions when asked and misrepresentation of any kind.

We have the right to immediately suspend or cancel your policy and refuse to pay any monies requested. We always prosecute fraudulent claimants and look to recover any costs incurred as a result of action taken. Fraud is a criminal offence that can result in a fine or prison sentence. We monitor claims behaviour on all policies and may request an appointment with you to discuss your claims.

Our Privacy Promise

We are committed to protecting the privacy of our users and customers whilst improving people's quality of life by enabling them to make healthier choices.

We believe in being open and up front with users and customers and have developed our Privacy Promise, a quick and simple summary explaining how

we manage, share and look after your personal data.

We promise to collect, process, store and share your data safely and securely:

- **You're always in control:** Your privacy will be respected at all times and we will put you in control of your privacy with easy-to-use tools and clear choices.
- **We work transparently:** We will be transparent about the data we collect and how we use that data so that you can make fully informed choices and decisions.
- **We operate securely:** We will protect the data that you entrust to us via appropriate security measures and controls. We'll also ensure through the contracts we have in place, that other businesses we work with are just as careful with your data.
- **For your benefit:** When we do process your data, we will use it to benefit you and to make your experience better and to improve our products and services.

If you'd like to know more, please read our detailed Privacy Policy available on our website.

If you need to speak to us in relation to how your personal data is processed please feel free to contact our Data Protection Officer, whose details are provided below:

Email: dpo@westfieldhealth.com

Post: **Data Protection Officer**
Westfield Health
Westfield House
60 Charter Row
Sheffield
S1 3FZ

COMPLAINTS PROCEDURE

For claims only

We hope that you never need to complain, but if you do please contact us in person, by letter, telephone or e-mail.

In writing:

Bolton & District Hospital Saturday,
Regent House,
Folds Point,
Folds Road,
Bolton BL1 2RZ

By telephone: 01204 555047

By email:
enquiries@hospital-saturday.org.uk

For all other matters:

Please contact the Compliance Director.

In writing:

Protego Group Limited,
St Georges House,
Greengate Lane,
Prestwich,
Manchester M25 3HW.

By telephone: 0330 332 7171

By fax: 0870 131 4440

By email: compliance@protegroup.com

Both Companies have a formal complaints procedure, which is available from their offices by request. If you are not satisfied with our response you may then take your complaint to: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR or visit www.financial-ombudsman.org.uk. They can also be telephoned on 0800 023 4567. The Financial Ombudsman Service is free and using it does not affect your legal rights.

FINANCIAL SERVICES COMPENSATION SCHEME

In the unlikely event of us being unable to meet our financial obligations you can claim compensation from this scheme. You can find further details at www.fscs.org.uk/consumer or contact them on 0800 678 1100.

LAW AND INTERPRETATION

This policy will be governed by and construed in accordance with the laws of England and Wales and will be subject to the exclusive jurisdiction of the English Courts. All information including the contractual terms and conditions will be supplied in English throughout the term of the policy. The Table and paragraph headings are for convenience only and do not form part of the policy itself nor do they effect its construction. A person who is not party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this policy. Every payment to us or by us under this policy shall be payable in the lawful currency of the United Kingdom.

Regulation

Claims relating to this policy are processed by Bolton and District Hospital Saturday Council an Appointed Representative of Westfield Contributory Health Scheme Ltd.

The underwriter is also Westfield Contributory Health Scheme Ltd (WCHS Ltd), registered in England & Wales, company no. 303523. Westfield Health is the trading name of WCHS Ltd and is authorised by the Prudential Regulation Authority (PRA) and regulated by the FCA and the PRA. The financial services registration number is 202609. The registered office is Westfield House, 60 Charter Row, Sheffield, S1 3FZ.

The Protego Group Limited is registered in England & Wales, company no. 4762595.

The registered office is 260-280 Chapel Street, Manchester, M3 5JZ. The Protego Group Limited are authorised and regulated by the FCA. The financial services registration number is 304363.

Details of all FCA / PRA registrations can be found by accessing the Financial Services Register online at www.fca.org.uk/register or by calling the FCA on 0800 111 6768.

SmileAssured_Dental_Terms_0619