



AXI

DENTAL INSURANCE SERVICES

Full Policy Wording

Dentist or Cosmetic Dental Surgeon's Insurance

IMPORTANT INFORMATION

Please read carefully

Understanding Your Insurance

Please read this insurance carefully as it contains terms, conditions, definitions and exclusions which affect the coverage that **We** are providing for **You**. If **You** don't fully understand anything in this insurance, please contact **Us** and **We** will clarify the situation.

Definitions

Apart from in the various headings, words appearing in bold type in this insurance have specific meanings attached to them, such as "**You**" and "**Us**". When reading this insurance please make sure that **You** refer to the various definitions to ensure that **You** understand what is being said.

Material Facts

All material facts must be disclosed to **Us**. Failure to do so may affect **Your** rights under the insurance. A material fact is a fact likely to influence **Us** in the acceptance of assessment of this insurance (for example, **Your** patient's state of health). If **You** are uncertain if a fact is 'material', then for **Your** own protection it should be disclosed to **Us** so **We** can make a decision.

Making a Complaint

We make every effort to ensure that at all times **We** deal with **You** fairly, in the unlikely event that **You** have any complaint **You** should first contact:

LJJ Associates Ltd

MSB House
2 Denham Road
Canvey Island
Essex SS8 9HB
T +44 (0)1268-690977 – F +44 (0)1268 690018
Attention Simon Skinner

If **You** are not entirely satisfied with how **Your** complaint has been dealt with, **You** may ask **Our** Complaints Department to review **Your** case without prejudice to **Your** rights in law.

Our address is: Complaints Department, Marketform Managing Agency Limited, 8 Lloyd's Avenue, London EC3N 3EL. T +44 (0)20 7488 7700 - F+44 (0)20 7488 7800

You may be able to refer any complaint that cannot be resolved by either LJJ Associates Ltd, **Our** Complaints Department or Lloyds's Policyholder & Market Assistance Department to the Financial Ombudsman Service. **We** will give **You** details of the procedures **You** can follow should this become necessary.

Cooling Off Period

You have 14 days after purchasing this insurance in which to change **Your** mind. During this period **You** may return this insurance to the agent or broker who sold **You** this insurance. **You** will receive a full refund of **Your** premium, provided **You** have not made a **Claim** or conducted a declared and attaching **Cosmetic Dental Procedure**. Remember, if **You** return this insurance **You** will lose all **Your** rights to make a **Claim** at any time in the future.

Data Protection

Both **We** and the agent or broker who sold **You** this insurance promise to deal with all information that **You** give **Us** or them in accordance with the provisions of the Data Protection Act of 1998, or its subsequent amendments or alterations. This may mean that **We** share such information with other parties in connection with the provision of this insurance or in the handling of any **Claims**.

Financial Services Compensation Scheme

We are members of the FSCS. **You** may be entitled to compensation from the scheme if we or the underwriters cannot meet our obligations. Further information can be obtained from FSCS at 7th Floor, Lloyd's Chambers, Portoken House, London, E1 8BN.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not party to this contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

Law and Jurisdiction Law and Jurisdiction

The laws of England and Wales will apply and the Courts of England will have jurisdiction over all matters which may arise under this Policy, unless **You** are registered in Scotland, Northern Ireland, the Isle of Man or the Channel Islands, in which case the law applicable to such jurisdiction will apply and its courts will have exclusive jurisdiction.

EU Disclosure Clause (UK) – Notice to the insured

The parties are free to choose the law applicable to this contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

What You Are Covered For

If, following a **Cosmetic Dental Procedure**, **Your** patient, who was declared for insurance cover, is **Diagnosed** during the Period of Cover with one or more of the **Diagnosed Conditions** listed below needs **Remedial Treatment** then **We** will provide the following benefits:

Benefit is dependent on the procedure undertaken and the maximum indemnity for that procedure and all as set out in **Your** Schedule of Maximum Indemnity Per Procedure. This amount is payable towards the cost of the **Remedial Treatment**.

All **Cosmetic Dental Procedures** and **Remedial** or **Corrective Treatments** must take place in the United Kingdom of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Procedures Covered

- ▲ Veneers
- ▲ Crowns
- ▲ Bridges
- ▲ Implant Superstructures

Diagnosed Conditions

VENEERS

- ▲ **Fracture** – ceramic failure / ceramic separation / partial ceramic loss / complete ceramic loss.
Cover does not include periodontal failure/ poor maintenance. Cover does not cover aesthetic failure.
- ▲ **Nerve damage** – Loss of vitality / Root canal therapy requirement.
- ▲ **Tooth fracture** – tooth tissue loss leading to ceramic failure / ceramic separation / ceramic loss.

CROWNS

- ▲ **Crown Fracture** - ceramic failure / ceramic separation / partial ceramic loss / complete ceramic loss / ceramic debond from metal substructure / ceramic debond from zirconia substructure / anterior crowns - aesthetic failure and or functional failure / posterior crowns - ceramic and or functional failure.
Cover does not include periodontal failure / poor maintenance.
 - ▲ **Nerve damage** - Loss of vitality / Root canal therapy requirement.
 - ▲ **Tooth fracture** - tooth tissue loss leading to ceramic failure / ceramic separation / ceramic loss. If Crown intact, post core solution with existing crown should be considered.
 - ▲ **Unreparable tooth fracture** - leading to extraction.
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BRIDGES

- ▲ **Bridge fracture** - ceramic failure / ceramic separation / partial ceramic loss / complete ceramic loss / ceramic debond from metal substructure / ceramic debond from zirconia substructure / anterior crowns - aesthetic failure and or functional failure/ posterior crowns - ceramic and or functional failure.

Cover does not include periodontal failure / poor maintenance.

- ▲ **Nerve damage** - Loss of vitality/ Root canal therapy requirement.
- ▲ **Tooth fracture** - tooth tissue loss leading to ceramic failure/ ceramic separation/ ceramic loss. If Crown intact, post core solution with existing crown should be considered.
- ▲ **Unreparable tooth fracture** - leading to extraction.

IMPLANTS

Implant failure – is not covered

Implant infection – is not covered

ONLY THE SUPERSTRUCTURE IS COVERED i.e. all Components of Implant restoration above implant level are covered. Therefore cover includes the following superstructures plus Implant Abutments:

▲ CROWNS

Crown Fracture - ceramic failure / ceramic separation / partial ceramic loss / complete ceramic loss / ceramic debond from metal substructure / ceramic debond from zirconia substructure / anterior crowns - aesthetic failure and or functional failure / posterior crowns - ceramic and or functional failure. *Cover does not include periodontal failure/ poor maintenance.*

▲ BRIDGES

Bridge fracture - acrylic failures / acrylic debonds / titanium and ceramic substructures / ceramic failure / ceramic separation / partial ceramic loss / complete ceramic loss / ceramic debond from metal substructure / ceramic debond from zirconia substructure / anterior crowns - aesthetic failure and or functional failure/ posterior crowns - ceramic and or functional failure. *Cover does not include periodontal failure / poor maintenance.*

- ▲ **Implant Retained Dentures** - acrylic failures / acrylic debonds.
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What You Are Not Covered For

We will not cover **You** for any **Claim** that **You** may make:

1. for any patient who is not declared to **Us** in the agreed manner
2. **Your** dissatisfaction with the results of the **Cosmetic Dental Procedure** undertaken does not constitute a **Diagnosed Condition** under the cover provided on this policy.
3. for any **Remedial Treatment** for a complication identified in the 30 days following a **Cosmetic Dental Procedure**.

For the avoidance of doubt, it should be noted that **Remedial Treatment** for complications that arise due to an accident or damage caused by a third party will be covered unless these are expressly excluded in any of the 16 "What You Are Not Covered For" conditions .

4. which directly or indirectly arises out of or is as a consequence of or is contributed to by any **Pre-existing Condition**; at **Our** discretion, **We** may agree to remove this exclusion and charge **You** an appropriate additional premium.
5. which directly or indirectly arises out of or is as a consequence of or is contributed to by:
 - ▲ loss of sensitivity; or
 - ▲ altered sensation; or
 - ▲ numbness
6. which directly or indirectly arises out of or is as a consequence of or is contributed to by the use of implants or prostheses not carrying a CE kite mark, or by the insertion of faulty prostheses or implants;
7. which does not arise from the need for **Remedial Treatment** for a **Diagnosed Condition**. For the avoidance of doubt, this policy does not cover additional treatment purely to improve the cosmetic result.
8. which is due to a **Cosmetic Dental Procedure** not carried out by **You** unless **We** have agreed in advance to waive this exclusion.
9. which is for **Remedial Treatment** following surgery carried out for any post-operative infection caused by body piercing.
10. if, at the time of the Cosmetic Surgery, **Your** patient has HIV (Human Immunodeficiency Virus) or any condition arising from or related to HIV or Hepatitis A, B or C.

11. if, at the time of Cosmetic Surgery, **Your** patient was not suitable for surgery in accordance with recognised, published contra-indications to surgery;
12. for expenses, charges or costs:
 - ▲ which are fees for completions of a **Claim** form or other administration related charges;
 - ▲ which are not legally payable by **You** or **Your** patient;
 - ▲ which exceed the maximum benefits under this insurance;
 - ▲ incurred in travel to and from the hospital/clinic;
 - ▲ incurred by broken appointments;
 - ▲ for materials and procedures which do not meet the accepted medical standards, or are experimental or unproven;
 - ▲ for prescribed drugs.
13. in respect of treatment which:
 - ▲ is required for un-associated medical treatment;
 - ▲ constitutes routine maintenance;
 - ▲ is required for reasons solely attributable to smoking
 - ▲ in any way arises or results from attempted suicide or intentional self- injury;
14. regarding a medical condition which:
 - ▲ has occurred due to substantial metal poisoning;
 - ▲ arises from any sports injuries;
 - ▲ relates to **Your** patient having taken a drug used for the treatment of drug addiction;
 - ▲ relates to **Your** patient having taken alcohol or a drug (other than a prescription drug, properly prescribed);
 - ▲ relates to the use of tissue-expanding prostheses or any other device where the volume of the implant can be altered post-operatively;
15. which is a direct or indirect result of:
 - ▲ war, whether declared or not, military, paramilitary or terrorist activity (such as the effects of radiological, biological or chemical agents), or
 - ▲ use, misuse, escape or the explosion of any gas or hazardous substance (such as explosives, radiological, biological or chemical agents).
16. Complications not covered are;
 - ▲ complications from fillers;
 - ▲ bleeding or bruising
 - ▲ implant or product failure, unless as a result of accident or health reasons;
17. Any complication arising post the period of cover

Conditions

Communication

All communication between **You** and **Us** concerning this insurance, including notification of **Claims**, should be addressed to:

LJJ Associates Ltd

MSB House

2 Denham Road

Canvey Island

Essex SS8 9HB

T +44 (0)1268-690977 – F +44 (0)1268 690018

Attention Simon Skinner

Making a Claim

Once **You** have personally conducted an examination and evaluation of the patient's condition and it appears that **You** will be making a **Claim** under this insurance, **You** must tell **Us** as soon as **You** can, but this must always be within the Period of Cover. LJJ Associates Ltd will ask **You** to send **Us** a copy of **Your** evaluation, along with any other written reports prepared by **You** or other relevant medical practitioner, including acceptable clinical, radiological, histological and laboratory evidence. LJJ Associates Ltd will also send **You** a claim form. The claim form needs to be completed by **You** and sent together with the relevant supporting documents required to support **Your Claim**. All documents, certificates, information and evidence to support a **Claim** shall be provided at **Your** own expense and in the form that **We** tell **You**.

You must also do anything that **We** reasonably ask **You** to do in connection with **Your Claim**.

Notification of a **Claim** must be made within the Period of Cover. No **Claims** or notifications will be accepted outside this period.

Where there is a dispute or it is in the best interest of managing the particular **Claim** in question, an independent third party panel will be appointed by **Us** to adjudicate the **Claim**.

Cancelling this Insurance

Once the Cooling Off Period has ended, **You** can cancel this Insurance at any time by telling **Us** in writing or by returning this insurance. **You** must, however, give **Us** at least 14 (fourteen) days notice. Any premium due for time on risk will be calculated either on a pro-rata or short rate basis, as deemed appropriate by **Us**.

Change in Circumstances

This insurance is based on the details that **You** gave **Us** when buying it. If those details change during the **Period of Insurance**, to make sure that **You** are still covered, **You** must tell **Us** as soon as **You** can.

Due Observance

The due observance and fulfillment of the terms, conditions and limitations of this insurance insofar as they relate to anything to be done or complied with by **You** and the truth of the statements and answers in any application that **You** made shall be conditions precedent to any liability **We** may have and any payment **We** may make under this insurance.

Fraud

Any fraud, concealment, or deliberate misstatement either in the application on which this insurance is based or in relation to any other matters affecting this insurance or in connection with the making of any **Claim** shall render this insurance null and void and all **Claims** shall be forfeited. If any **Claim** under this insurance shall be in any respect fraudulent, or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this insurance, all benefit under this insurance shall be forfeited.

Medical Records

You must provide **Us**, or any medical adviser appointed by or on behalf of **Us**, with all patient medical records, notes and correspondence which relate to the subject of a **Claim** if and when **We** ask for them, It is **Your** responsibility and obligation to arrange for this to be provided to **Us** and to arrange all necessary and appropriate patient consent. Failure to comply with this condition may result in **Your Claim** being denied.

Examinations

You must let **Us**, or any medical adviser appointed by or on behalf of **Us**, examine **Your** patient when and as often as may reasonably be required while **Your Claim** is being investigated. It is **Your** responsibility and obligation to arrange for this and all necessary and appropriate patient consent. Failure to comply with this condition may result in **Your Claim** being denied.

Entire Contract Changes

This insurance, including any endorsement, attachment and the proposal form, if any, constitutes the entire contract between **You** and **Us**.

Only changes to this insurance that **We** have approved in advance will be valid and even then not until **You** have been issued with an endorsement detailing the changes.

Only persons that **We** have authorised in advance have the authority to issue endorsements changing this insurance or any of its terms or conditions.

If **We** wish to change any of the terms and conditions of this insurance. **We** will give **You** at least 60 days' notice in writing of **Our** intention to do so.

Other Insurance

You must inform **Us** if **You** have any other insurance in force which may also cover a **Claim** that **You** make under this insurance. If **You** do have other insurance **We** will negotiate with the other insurers, shares of the **Claim**. This ensures the companies/insurers involved pay the appropriate shares of the **Claim**.

Third Party Actions

If there is a **Claim** or right of legal action against another person from a **Claim** under this insurance, **You** must advise **Us** as soon as **You** can and keep **Us** up to date with any information.

If **You Claim** against the other person, this may involve **Us** asking **You** to take all relevant steps necessary including returning any benefit **We** paid on **Your** behalf under the terms of this insurance. In order to recover any benefit **We** have paid, **We** may decide to prosecute in **Your** name, settle any **Claim** or defend the legal proceedings.

Age Restrictions

This insurance is only applicable to patients who are over the age of 16 at the date of **Cosmetic Dental Procedure**. For this insurance to be applicable to patients aged between 16 and 18 years at the date of **Cosmetic Dental Procedure**, written consent for it to take place is required from their GP and parent or guardian.

Period of Cover per Cosmetic Dental Procedure

Period of Cover per **Cosmetic Dental Procedure**: The policy **You** have purchased provides cover for 36 months from the date of a qualifying **Cosmetic Dental Procedure** that **You** have declared and attached to **Your** policy during the above **Period of Insurance**. No claim will be accepted outside this period.

Conditions Precedent

It is a condition precedent to coverage under this policy that you are a **Dentist** or **Cosmetic Dental Surgeon** who is registered with the General Dental Council.

Definitions

Wherever the following words and phrases appear in bold in this insurance they will always have these meanings:

Claim

Claim means a **Claim** for payment of benefit under this insurance, which will be paid direct to the provider of **Remedial Treatment**.

Dentist or Cosmetic Dental Surgeon

Dentist or **Cosmetic Dental Surgeon** means a dentist who is licenced to practice cosmetic dentistry and is registered with the General Dental Council.

Cosmetic Dental Procedure

Cosmetic Dental Procedure means operations carried out by a **Dentist** or **Cosmetic Dental Surgeon** to revise or change the appearance, colour, texture, structure or position of the bodily features to achieve what patients perceive to be more desirable.

A list of **Cosmetic Dental Procedures** as stated previously in these terms and conditions are covered.

Diagnosed

Diagnosed means the diagnosis by a **Dentist** or **Cosmetic Dental Surgeon**.

Period of Insurance

Period of Insurance means the period of twelve months from the date of inception of this policy as set out in The Schedule.

Period of Cover per Cosmetic Dental Procedure

Period of Cover per **Cosmetic Dental Procedure**: The policy **You** have purchased provides cover for 36 months from the date of a qualifying **Cosmetic Dental Procedure** that **You** have declared and attached to **Your** policy during the above **Period of Insurance**. No claim will be accepted outside this period.

Pre-existing Condition

Pre-existing Condition means any illness or injury or any related condition either which existed or was foreseeable prior to the commencement of this insurance or as disclosed in any proposal form.

Remedial Treatment

Remedial Treatment means **Remedial Treatment** following a **Cosmetic Dental Procedure** and includes costs for hospital, anaesthetist and your fees as a **Dentist** or **Cosmetic Dental Surgeon**.

We, Us and Our

We, Us and Our mean Marketform Managing Agency Limited on behalf of Lloyd's Syndicate 2468.

You

You means the **Dentist** or **Cosmetic Dental Surgeon** named in The Schedule who undertakes **Cosmetic Dental Procedures** conducted by **You** which **You** have declared to **Us** in an agreed manner.

The Policy Schedule

The Policy Schedule gives details of (amongst others): the policy holder; period of insurance and anticipated number of annual procedures.