

# IMPLANTSURE PROTECT

## Master Policy

### Definitions

The definitions in this section are specific to the Master Policy. Other words that appear in bold that are not defined in this section have been defined in the **policy terms and conditions** attached to this Master Policy. Wherever the following words appear in bold they will have the meanings shown below:

#### Dental emergency

Means an emergency requiring immediate **remedial treatment** due to dental trauma relating to the **implant(s)** or **prosthesis** covered by this insurance including intractable acute pain, haemorrhage, or acute infection where the patient is suffering severe pain that is not relieved by pain killers and occurring outside of normal business hours or whilst overseas.

#### Dental implant / implant

Means a single or multiple tooth **osseointegrated** fixture which is used for the retention of single or multiple tooth **prostheses**.

#### Monthly declaration

Means the report submitted by the insurance broker, on behalf of the **policyholder**, to the **insurer** on a monthly basis in the format agreed.

#### Osseointegration / osseointegrate

Means the bonding of the **dental implant** with the upper or lower jaw.

#### Period of cover

Means the period stated in item no. 5 of the Master Policy Schedule.

#### Policy Terms and Conditions

Means the document provided to all **insured persons** by the **policyholder** that details the coverage provided under this Master Policy.

#### Policyholder

Means the company named in item no. 1 of the attached Master Policy Schedule.

#### Prosthesis / prostheses

Means a fixed, **implant** supported, crown, bridge (with or without connected pontics), or removable, **implant**-supported, denture incorporating component parts (screws and abutment) used to replace missing teeth.

#### Qualifying patient(s)

Means those patients who have:

- Completed and signed an up to date medical history form
- A well maintained and stable periodontal condition
- No active or uncontrolled caries or periapical infections on teeth adjacent to proposed **implant** site
- A stable occlusal scheme (a protective bite guard is required in cases where **implants** are placed in a traumatic occlusion)
- No other active pathology adjacent to **implant** site such as tumours (malignant or benign) or cysts

The following patients do not qualify for cover under this insurance:

- Patients on bisphosphonates (IV)
- Patients with a history of radiation therapy to the jaws
- Patients who have undergone or are undergoing chemotherapy
- Patients with severe immunosuppression
- Patients who have genetic/metabolic/systemic disorders which may affect bone physiology or healing unless the patient has a letter from their doctor or General Practitioner stating they are suitable for **implant** surgery.

#### Remedial treatment

Means costs for any dental procedure which is clinically necessary to repair or replace the **dental implant** and/or **prosthesis** which is eligible for coverage under the terms of this contract in respect of **qualifying patients** and which occurs during the **period of cover**.

#### United Kingdom

Means England, Scotland, Wales and Northern Ireland (including the Channel Islands and Isle of Man).

### Insurance Cover

In consideration of the premium being paid, and subject always to the terms and conditions of this contract which includes the schedule and the **policy terms and conditions** attached hereto, the **insurer** agrees to cover the **policyholder** named in item no. 1 of the schedule in respect of **remedial treatment** required by **qualifying patients** up to the limits stated on the next page and during the period set forth in item no. 5 of the schedule.

| Cover  | Overall Policy Limit:<br>£2,500 per dental<br>implant  |
|--|--|
| Failure of the <b>dental implant</b> to <b>osseointegrate</b> , or a subsequent breakdown of that process  | Subject to a limit per <b>implant</b> of £2,500, with an inner limit of £1000 for surgical and ancillary procedural costs, during the <b>period of cover</b>   |
| Accidental damage to the <b>dental implant</b> from outside (extraoral) or inside (intraoral) the mouth  | Subject to a limit per <b>implant</b> of £2,500, with an inner limit of £1000 for surgical and ancillary procedural costs, during the <b>period of cover</b>   |
| The removal and repair or replacement of any <b>implant</b> supported <b>prosthesis</b> due to its failure, or due to accidental damage from outside (extraoral) or inside (intraoral) the mouth | Subject to a limit per <b>prosthesis</b> of £1,000, with an inner limit of £250 for surgical and ancillary procedural costs, during the <b>period of cover</b> |
| <b>Dental emergency</b> treatment costs in relation to the <b>dental implant</b> or <b>prosthesis</b>  | Subject to a limit of £250 per claim and a maximum of 5 claims during the <b>period of cover</b>   |

## Exclusions

All exclusions applicable to this scheme are fully explained under section 4 of the **policy terms and conditions**.

## Insurance Act 2015

This contract is subject to the provisions of the Insurance Act 2015 and any subsequent amendments to this Act. If the **policyholder** fails to provide a fair presentation of the risk, the **insurer** may void the insurance scheme or claims made may not be paid in full in accordance with the provisions of the Act.

## Territory

This insurance shall apply to claims incurred in the **United Kingdom** unless otherwise specified in the schedule. The insurance does provide cover for **dental emergency** or accident worldwide providing the treating **dentist** is legally authorised, qualified and registered with the applicable regulatory bodies in that country.

## Limit Of Liability

The **insurer** shall only be liable for claims incurred during the period set forth in item no. 5 of the schedule. If the **qualifying patient** has any other insurance policies which

cover the same loss, damage or liability as this insurance policy the **insurer** will only pay its share of the claim.

## General Conditions

1. The **insurer's** liability under this scheme will be conditional upon the **policyholder** and each **qualifying patient** complying with its terms and conditions.
2. The **policyholder** must complete the on line procedure form for each and every **qualifying patient** procedure undertaken stating the number and type of implants placed and on which tooth / teeth. Cover only applies to the tooth / teeth numbers stated on the procedure form. This information will be provided to the **insurer** via a monthly declaration prepared by the **insurance broker**.
3. The **policyholder** must notify the **insurer** via the **monthly declaration** if any **qualifying patient** has undergone the following elevated risk procedure:
  - » Immediate **implant** placement with immediate loading, with or without alveoloplasty, single, partial or full arch (e.g. teeth in a day)
4. The **policyholder** must provide insurance cover to all eligible **implant** patients that meet the definition of **qualifying patient**.
5. If it should come to the attention of the **insurer** that not all **qualifying patients** are provided with the insurance cover, the **insurer** shall have the right, if appropriate, to reconsider the basis of calculation of the premium and to require the immediate payment of any further premium thereby made necessary.
6. The **policyholder** must inform the **insurer**, as soon as reasonably possible, of any changes relating to **qualifying patients** which affect information given in connection with the application for cover under this insurance scheme, for example changes in health occurring prior to the **implant** procedure. In line with reasonable underwriting practice, the **insurer** reserves the right to alter the premiums or scheme terms or cancel cover for a patient following a change of risk.
7. The **policyholder** must have carried out a thorough patient pre-assessment to assess suitability for **implant** treatment and have provided consent forms and an up to date medical history form for **qualifying patients** to complete and sign.
8. If an **implant** is replaced as the result of an eligible claim a replacement insurance policy will be required for the new **implant**.
9. For **qualifying patients** with a known history of **bruxism** or clenching, bite guards must be provided.
10. All clinical work must be undertaken in accordance with CQC (Care Quality Commission) standards.
11. Only **implants** approved by the Medicines and Healthcare products Regulatory Agency (MHRA) may be used within the procedure.
12. The **policyholder** shall be responsible for the payment of the premium, as stated under item no. 6 of the Master

Policy schedule, for all **qualifying patients** included under this Master Policy. The premium to be paid shall be calculated at the end of each calendar month based on the **monthly declaration**.

13. The **insurer** reserves the right to change the amount of the premium during the period of the Master Policy to reflect any changes in insurance premium tax or other government levies.
14. The **insurer** reserves the right to cancel this insurance policy for non-payment of premium at the due date, although the **insurer** will reinstate the cover if the premium is paid within 30 days of its due date and there are no claims pending. If any premium due from the **policyholder** remains unpaid, the **insurer** may in addition defer payment of all or any claims until such time as the premiums outstanding are paid in full.
15. The **insurer** will not cancel this insurance policy because of eligible claims made by any **qualifying patients**. However, the **insurer** may at any time (with retrospective effect where appropriate) cancel this scheme or terminate a **qualifying patient's** cover or subject their cover to different terms in line with reasonable underwriting practice, if the **policyholder** or a **qualifying patient** has at any time:
  - a. misled the **insurer**, for example by telling incorrect information or not telling the **insurer** something they have asked for; or
  - b. defrauded or attempted to defraud the **insurer**; or
  - c. agreed to any attempt by someone else to defraud the **insurer**; or
  - a. not acted openly and honestly in their dealings with the **insurer**.

If the **insurer** does cancel this insurance policy or terminate cover for any of the reasons (a) to (d) above, we will give the **policyholder** written notice sent by first class post or delivered by hand to the **policyholder's** last known address, to take effect as specified in the notice.

## Other insurance

The **insurer** shall not be liable to pay claims incurred by the **policyholder** if, at the time of payment of any claims under the Master Policy, there is any other insurance which would, or would but for the existence of this insurance, pay claims incurred by the **policyholder**. However, the **insurer** shall be liable to pay claims incurred by the **policyholder** for any claim under the Master Policy which is in excess of such other insurance.

## Records, consents and confirmations

The **insurer** shall be entitled, at all reasonable times and on reasonable notice, to inspect the **policyholder's** records relating to the insurance scheme. The **policyholder** will,

at its cost, on request by us, from time to time provide (or facilitate the provision by third parties of) all such evidence and confirmations as we reasonably require to verify that one or more individuals are eligible for cover as **qualifying patients** and/or that the definition of **policyholder** is satisfied.

## Distribution of information to qualifying patients

The **policyholder** must make available to each **qualifying patient** a copy (electronic or otherwise) of the **policy terms and conditions** as attached to this Master Policy as well as any subsequent literature that the **insurer** sends to the **policyholder** for distribution without delay.

## Administration of claims

Claims under the scheme shall be notified to and settled by the appointed **claims administrator** who shall settle, repudiate and negotiate claims in accordance with the terms, conditions and exclusions of this insurance policy.

## Fraudulent/unfounded claims

The **insurer** acts on the basis of information that the **policyholder** provides. The **insurer** takes a very serious view of fraud or dishonesty in any claim. The **insurer** will investigate fully any instance of suspected fraud or dishonesty whether by patients or providers of dental care. The **insurer** will report and share any cases of fraud with other organisations and public bodies including the police. The **insurer** also reserves the right to cancel a **policyholder's** insurance scheme, retain any premiums already paid and, if appropriate, recover any claims already paid where fraud or dishonesty is established.

## Claims – Our rights

The **policyholder** must without delay give the **insurer** written notification of any claim or right of action against any party arising out of any circumstances which gave rise to the claim under this insurance policy; and must continue to keep the **insurer** fully informed in writing and take all steps the **insurer** reasonably requires in making a claim upon that other party. If the **insurer** wants to, they can take proceedings in any **policyholder's** name for the **insurer's** own benefit to recover any costs the **insurer** has incurred. The **insurer** will not pay for any costs or claim against any third party for costs that are not covered by this insurance policy.

## Law and jurisdiction

This insurance is governed by and is construed according to the laws of England and Wales and the courts of England shall have exclusive jurisdiction over this insurance.

## Third party rights

This insurance contract does not give any rights to any person other than the **policyholder** and the **insurer**. No other person shall have any rights to rely on any terms under this contract.

## Several liability clause

The liability of the **insurer** under this contract are several and not joint with other **insurers** party to this contract. The **insurer** is liable only for the proportion of liability it has underwritten. The **insurer** is not jointly liable for the proportion of liability underwritten by any other **insurer**. Nor is the **insurer** otherwise responsible for any liability of any other **insurer** that may underwrite this contract.

## Procedures for handling enquiries and claims

All claims and enquiries should be directed to the **claims administrator**, as per section 5 of the **policy terms and conditions**. The **policyholder** must submit the following information to support a claim:

### In the event of crown/bridge/abutment fracture or abutment screw loosening:

1. X-ray of the **implant** and restoration at fitting stage.

2. Photograph or x-ray of the fractured crown/bridge/abutment or loose abutment screw.
3. Confirmation that the patient has undertaken an annual review of the **implant** site with a **dentist**.
4. Confirmation that the patient has followed the **dentist's** recommendations to maintain the health of the **implant** site.
5. Total estimated cost of the **remedial treatment** (subject to **policy terms and conditions**).

### In the event of implant failure: (i.e. failure to osseointegrate)

1. X-ray of the **implant** at the placement stage.
2. Photograph or x-ray of the failed **implant**.
3. Confirmation that the patient has undertaken an annual review of the **implant** site with a **dentist**.
4. Confirmation that the patient has followed the **dentist's** recommendations to maintain the health of the **implant** site.
5. Total estimated cost of the **remedial treatment** (subject to **policy terms and conditions**).

## Complaints procedure

All complaints should be directed to the **insurance broker**, as per section 8 of the **policy terms and conditions**.

Riva Insurance Brokers Ltd with registered office at c/o Knill James, One Bell Lane, Lewes, East Sussex, BN7 1JU (registered number 07295729) is regulated by the Financial Conduct Authority register number 527657.

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