



# IMPLANTSURE PROTECT

Policy Terms & Conditions

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## 1. Introduction

This policy sets out the terms of the contract between the **insurer** and the **dentist** who undertook **your dental implant** procedure and who has agreed to pay the premium for this insurance.

Please read this policy carefully and make sure **you** understand what is covered and what is excluded. If **you** have any questions about this insurance please contact the **insurance broker**.

## 2. Definitions

Certain words in this insurance policy have special meanings. These meanings are given below or defined at the beginning of the appropriate section.

**Aesthetic zone:** The visible area seen upon full smile.

**Bruxism:** Grinding the teeth.

**Claims administrator:** Amedeo Adjusting Limited of Baltic Chambers, 50 Wellington Street, Glasgow, G2 6HJ.

**Dental accident:** A sudden, unforeseen and unintended impact causing accidental damage to the **implant** or **prosthesis** occurring either:

- outside the mouth (extraoral); or
- inside the mouth (intraoral) where foreign matter enters the mouth in food and **occlusal forces** accidentally damage the **implant** or **prosthesis** whilst eating.

**Dental emergency:** 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 normal business hours or whilst overseas.

**Dental implant / implant:** A single or multiple tooth **osseointegrated** fixture which is used for the retention of single or multiple tooth **protheses**.

**Dentist / dental surgeon:** A **dental surgeon** who is registered with the General Dental Council (GDC) or, in the case of a **dental emergency** happening abroad, a **dentist** who is legally authorised, qualified and registered with the applicable regulatory bodies in that country.

**Insurance broker:** Riva **Insurance Brokers** Ltd, 34 Lime Street, London, EC3M 7AT. Contact telephone number 0203 544 4860. Website [www.rivaib.com](http://www.rivaib.com). Registered office: c/o Knill James, One Bell Lane, Lewes, East Sussex, BN7 1JU (registered number 07295729). Regulated by the Financial Conduct Authority register number 527657.

**Insurer:** This insurance is underwritten by AmTrust Europe Limited, whose registered office is at Market Square House, St James Street, Nottingham, NG1 6FG (registered number 01229676). AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number: 202189.

**Manufacturer's instructions:** Any express or implied

direction provided by the original **dental implant** manufacturer in respect of the installation, use and on-going maintenance of their **implant** products.

**Occlusal Forces:** The pressure applied to the teeth when chewing or biting.

**Occlusal Overloading:** The overloading of an **implant(s)** due to excessive or uneven biting forces during normal masticatory function and parafunction.

**Oral hygiene:** A specified programme of hygiene care and maintenance of teeth and other tissues in the mouth which ensures the mouth is free of disease.

**Osseointegration / osseointegrate:** Bonding of the **dental implant** with the upper or lower jaw.

**Period of cover:** Cover under this insurance starts on the date **you** complete **your implant** surgery and expires five (5 years) from that date.

**Periodontal disease:** A bacterial infection affecting the supporting structures around the teeth which include the periodontal ligament and the alveolar bone.

**Prosthesis / prostheses:** 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.

**Remedial treatment:** Costs for any dental procedure which is clinically necessary to repair or replace the **dental implant** and/or **prosthesis**:

- Due to the failure of the **implant** to **osseointegrate**, or subsequent breakdown of that process; or
- Due to a **dental accident** or **emergency**.

**We, us, our:** The **insurer** as detailed above.

**You, your:** The patient who has undergone the **implant** procedure.

## 3. What's covered?

This policy will provide the cover as stated in the table on next page, to the tooth or teeth specified by **your dentist** on the appropriate form to the **insurer**, during the **period of cover**. The policy applies to **implants** placed by **dental surgeons** in the United Kingdom. It will provide cover for **dental emergency** or **dental accident** worldwide providing the treating **dentist** is legally authorised, qualified and registered with the applicable regulatory bodies in that country.

Cover	Overall Policy Limit: £2,500 per dental 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>

#### Conditions of cover:

- **Your dentist** must have carried out a thorough patient pre-assessment to assess suitability for treatment and **you** must have provided consent forms and an up to date medical history form both signed and dated by **you** the patient.
- **You** must have at least one routine dental examination per year (the cost of which cannot be claimed under this policy) and must follow the maintenance and **oral hygiene** programme as recommended by **your dentist**.
- If **you** have a known history of **bruxism** or clenching **you** must be provided with, and regularly use, a bite guard.
- If an **implant** is replaced as the result of an eligible claim a replacement policy will be required.

## 4. Exclusions – what’s not covered?

### A. The policy will not pay the benefit for loss, damage or consequential loss as a result of the following:

1. **Remedial treatment** which is not clinically necessary for continued oral health.
2. Any claim made outside the **period of cover**.
3. **Dental implants** that have not been placed or loaded as per the **manufacturer’s instructions**.

4. **Dental implants** that have not been placed or loaded according to current Association of Dental Implantology guidelines (ADI) or Faculty of General Practice Guidelines (FGDP).
5. The cost of any replacement **dental implant** itself which will be borne by the **implant** manufacturer.
6. The cost of temporary restorations.
7. **Implant** failure due to **occlusal overloading** as a result of poor treatment planning.
8. **Implant** failure as a result of placement into active uncontrolled **periodontal disease**.
9. **Dental implants** where there is no maintenance and **oral hygiene** programme in place or where the recommended maintenance and **oral hygiene** programme has not been followed. This must be proved by regular visits to the **dentist** or dental hygienist as requested by the **dentist**.
10. **Dental implants** which have been affected by **bruxism** where there has been no provision of a bite guard or where the bite guard provided has not been used, any type of mouth or body piercing or chewing tobacco including betel juice.
11. One-piece **implants**, zirconia **implants**, mini **implants** (**implants** with diameter 2.5mm or less) or **implants** with non-roughened surface.
12. The cost of bone augmentation procedures undertaken before the **implant** procedure has taken place.
13. Bone augmentation using a block (onlay) bone graft or sinus graft carried out at the time of the placement of the **implant** fixture.
14. Bone augmentation using Particulate Bone Grafts / Guided Bone Regeneration carried out at the time of the **implant** placement where there is no primary stability of the **implant**.
15. **Implant** failure in relation to allograft bone grafts (a bone graft from a donor of the same species as the recipient but not genetically identical).

### B. The policy will not pay the benefit for treatment which:

1. Is received outside of the United Kingdom other than in the case of a **dental emergency** or **dental accident**.
2. Is required for reasons solely attributable to smoking.
3. Relates to chips or small fractures which are outside the **aesthetic zone**.
4. Relates to **dental implants** which were fitted whilst the patient was under 21 years of age.
5. Arises from injuries from taking part in any of the following contact sports; rugby, boxing, hockey, lacrosse, wrestling, ice hockey, squash and martial arts; unless custom made gum shields (devices used to protect the teeth and mouth from impact) are worn.
6. In any way arises or results from attempted suicide or intentional self-inflicted injury.
7. Is required due to normal wear and tear of the **dental implant** or **prosthesis** or constitutes routine dental

maintenance.

8. Is required for associated or unassociated medical treatment.
9. Results from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), terrorism, civil war, military or usurped power, riot or civil commotion of any kind.

### C. The policy will not pay the following expenses, charges or costs:

1. Fees for completion of a claim form or other administration related charges.
2. Those which exceed the maximum benefit limits under this policy.
3. Costs due to any errors or negligence on the part of the **dentist**.
4. Costs incurred in travel to and from the dental practice.
5. Costs incurred through missed appointments.
6. For materials and procedures which do not meet the accepted dental standards or are experimental and unproven.
7. For guidance and instruction on **oral hygiene**, plaque control or diet.
8. For prescribed drugs and mouthwashes.
9. For procedures, services and supplies including medical services, administered in a hospital.

### D. The policy will not pay out if you have any of the following pre-existing medical or dental conditions:

1. If **you** are taking bisphosphonates (IV).
2. If **you** have a history of radiation therapy to the jaws.
3. If **you** have undergone/are undergoing chemotherapy.
4. If **you** suffer with severe immunosuppression.
5. If **you** have a genetic/ metabolic/ systemic disorder which may affect bone physiology or healing unless **you** have a letter from **your** physician or General Practitioner stating that **you** are suitable for **implant** surgery.

## 5. How to make a claim

In the event of a claim under this policy **you** will need to contact the **dentist** who carried out the original **implant** procedure. The **dentist** will submit a form to the **insurer** (via the **claims administrator**) setting out the **remedial treatment** required. The **claims administrator** will assess the claim against the terms and conditions of the policy and, where appropriate, authorise the claim.

### Claims conditions:

- The **dentist** must not repair or replace any damaged **implant** or **prosthesis** until authorised and the claim approved by the **claims administrator**.

- The **dentist** carrying out the **remedial treatment** must give all information and evidence as requested, including dental records and x-rays. Costs incurred in providing this information are not covered.
- **You** must give the **claims administrator** permission to obtain dental reports or records needed from any **dentist** who has treated **you**.
- The **dentist** should not dispose of any damaged **implant** or **prosthesis** until the **claims administrator** has had the opportunity to inspect the damaged item.
- **You** and **your dentist** must provide full details in relation to any **dental accident** suffered as soon as possible and in any event within 30 days of the accident.
- The **insurer** may take, or ask **you** to take, any action necessary to get back from anyone else any costs paid under this policy. This may be requested before the claim is paid.

### Dental emergency claims:

- **You** may arrange for **dental emergency** treatment to stabilise a problem and relieve severe pain relating to a **dental implant** or **prosthesis**.
- In this case **you** should submit any paid invoices to the **claims administrator** who will pay eligible claims up to the policy limits.

#### Claims Administrator

Amedeo Adjusting Limited  
Baltic Chamber  
50 Wellington Street  
Glasgow  
G2 6HJ

Telephone 0141 243 2555 / Fax 0141 243 2444  
E-mail: amedeo.newinstructions@btconnect.com

## 6. General Policy Conditions

### Other insurance

If **you** have any other insurance policy which cover the same loss, damage or liability as this policy, the **insurer** will pay only their share of the claim.

### 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.

### Fraudulent claims

1. If **you** make a fraudulent claim under this insurance contract, the **insurer**:
  - a. is not liable to pay the claim; and
  - b. may recover from **you** any sums paid by the **insurer** to **you** in respect of the claim; and

- c. may advise **you** that the contract has been terminated with effect from the time of the fraudulent claim.
2. If the **insurer** exercises its right under clause 1.c. above:
- a. The **insurer** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **insurer's** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and;
  - b. The **insurer** need not return any of the premiums.

## Misrepresentation

**You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this policy as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim. For example, **we** may:

- Treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- Amend the terms of this insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- Reduce the amount **we** pay on a claim in the proportion the premium paid bears to the premium **we** would have charged; or
- Cancel the policy in accordance with the right to cancel condition.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform the **claims administrator** as soon as practicable.

## 7. Cancellation Procedure

**You** may cancel **your** cover under this policy at any time. Notification of cancellation should be made in writing to:

### Insurance Policy Cancellations

Riva Insurance Brokers Ltd  
34 Lime Street  
London  
EC3M 7AT  
Telephone: 0203 544 4860  
E-mail: info@rivaib.com

No refund is applicable to **you** as **you** are not the policyholder and have not paid the insurance premium for this policy.

The **insurer**, through the **insurance broker**, may cancel **your** cover under this policy by giving **you** 14 days' notice in writing sent to **your** last known address.

## When cover ends

Unless **your** cover under this policy is cancelled earlier by **you** or by **us**, cover will continue until it automatically ends:

- On the 5 year anniversary from the date of completion of **your implant** procedure;
- When **we** have paid out the overall policy limit.

## 8. Complaints Procedure

If **you** have a complaint about this insurance **you** should contact:

### Riva Insurance Brokers Ltd

34 Lime Street  
London  
EC3M 7AT.  
Telephone: 0203 544 4860  
E-mail: info@rivaib.com

**We** will contact **you** within five working days of receiving **your** complaint to inform **you** of what action **we** are taking. **We** will try to resolve the problem and give **you** an answer within four weeks. If it will take longer than four weeks **we** will tell **you** when **you** can expect an answer. Alternatively, at any stage, **you** may have the right to contact the Financial Ombudsman Service who can review complaints from 'eligible complainants' which includes private individuals and sole traders and small partnerships with a yearly turnover of less than £1 million. Further information can be found at: <http://www.financial-ombudsman.org.uk/default.htm>.

### Financial Ombudsman Service

Exchange Tower  
London, E14 9SR  
Telephone: 0800 023 4567 or 0300 123 9 123  
E-mail: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect any legal right **you** have to take action against the **insurer**.

## 9. Financial Services Compensation Scheme

The **insurer** is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme in the unlikely event **we** are unable to meet **our** obligations under this contract. This depends on the type of business and the circumstances of the claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or write to:

### Financial Services Compensation Scheme

15 St Botolph Street

London EC3A 7QU

Telephone: 0800 678 1100 | 020 7741 4100

## 10. Privacy and data protection notice

### Data protection

AmTrust Europe Limited (the Data Controller) is committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation (“Legislation”). Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit **our** website at [www.amtrusteurope.com](http://www.amtrusteurope.com)

### How we use your personal data and who we share it with

**We** may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal terms, research or statistical purposes and to provide **you** with information, products or services that **you** request from **us** or which **we** feel may interest **you**. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

### Sensitive personal data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** notice.

### Disclosure of your personal data

**We** may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These include **our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

### International transfers of data

**We** may transfer **your** personal data to destinations outside the European Economic Area (“EEA”). Where **we** transfer **your** personal data outside of the EEA, **we** will ensure that it is treated securely and in accordance with the Legislation.

### Your rights

**You** have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

### Retention

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, AmTrust International - please visit [www.amtrusteurope.com](http://www.amtrusteurope.com) for full address details.

Ref: ImplantSure Protect Policy 010318

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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