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EFFICIENT SAFE HEALTHCARE

CODEplanWorldwide Accident and Emergency Dental Policy

For registered patients of eligible dental practices

agiliosoftware.com

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The group incorporates Codeplan Limited, registered at Elm Tree House, Bodmin Street, Holsworthy, Devon, EX22,
Company number 03927086 and VAT number 865046024 and Isopharm Limited, registered at 79 Leigh Street,
Sheffield, S9 2PR, Company number 03843619 and VAT number 737943788.

CODEplanWorldwide Accident and Emergency Dental Policy

For registered patients of eligible dental practices

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Introduction

There are different parties involved in providing the insurance services and benefits under this **Policy**:

ICENI International Limited

Your Code Plan Worldwide Accident and Emergency Dental Policy is arranged by Icen International Limited, registered in England and Wales under No.04893269 at 2, Station Road, Brundall, Norwich, Norfolk, NR13 5LA, Financial Services Register No. 418441

Icen International Limited is an appointed representative of Bespoke International Limited. Bespoke International Limited, registered in England and Wales, No. 04520834, is authorised and regulated by the Financial Conduct Authority, Financial Services Register No. 314872.

CodePlan Limited

Your Code Plan Worldwide Accident and Emergency Dental Policy is administered by CodePlan Ltd, registered in England and Wales under No. 03927086 at Elm Tree House, Bodmin Street, Holsworthy, Devon, EX22 6BB, Financial Services Register No.463311.

CodePlan Ltd is an introducer appointed representative of Medical Insurance Consultants Limited registered in England and Wales, No. authorised and regulated by the Financial Conduct Authority. Financial Services Register No. 309026.

Denis UK

Your Code Plan Worldwide Accident and Emergency Dental claims are administered by Denis UK Limited registered in England and Wales under No. 06399615 at Grove House, Lutyens Close, Basingstoke Hants RG24 8AG, Financial Services Register No. 600303. Denis UK Limited is an appointed representative of Healix Insurance Services Limited.

Healix Insurance Services Limited

Healix Insurance Services Limited, registered in England and Wales under No.5484190, is authorised and regulated by the Financial Conduct Authority. Financial Services Register No. 437248

Hamilton Insurance DAC

Your Code Plan Worldwide Accident and Emergency Dental Policy is underwritten by Healix Insurance Services Ltd on behalf of Hamilton Insurance DAC, a designated activity company registered in Ireland, number 484148, at 2 Shelbourne Buildings, Crampton Avenue, Ballsbridge, Dublin 4, D04W3V6, Ireland. Hamilton Insurance Dac is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority in connection with its UK branch.

All of these details can be checked on the Financial Services Register by visiting www.fca.org.uk.

Definitions

We have defined below words or phrases used throughout this **Policy** document. To avoid repeating these definitions please note that where these words or phrases appear in bold they have the precise meaning described below unless otherwise stated. Where words or phrases are not listed within this section, they will take on their usual meaning within the English language.

Accident/Accidental Injury

Injury caused by direct extra-oral or intra-oral impact to a Plan

Member's teeth and gums (this includes damage to dentures whilst being worn).

Claims Administrator

Denis UK Limited, P.O. Box 6833, Basingstoke, Hampshire, RG24 4PR, United Kingdom.

Commencement Date

The date on which this **Policy** commences. This **Policy** runs for one calendar year. If **You** join part way through the year, **Your Commencement Date** will be **Your Date of Entry** and the Plan will run from **Your Date of Entry** until the **Review Date** and thereafter in periods of one calendar year.

Cosmetic Treatment/Cosmetic

Treatment not necessary to maintain dental health and which is solely for the purpose of improving the **Plan Member's** appearance.

Cover

The provision of the benefits detailed under Sections 1 to 4 of this **Policy** document for **Treatment** and/or **Emergency Treatment** subject to the terms and conditions of the **Policy**.

Date of Entry

The date on which a **Plan Member** was included under this **Policy**.

Dental Services

The **Dental Services** described in this **Policy**.

Dentist

In the United Kingdom: A fully qualified dental practitioner registered with the General Dental Council or any other person qualified to perform the required **Treatment**.

Outside the United Kingdom: A dental practitioner appropriately registered, qualified and practicing in the country in which the **Treatment** is administered.

Emergency Treatment

Dental Services or supplies provided to a **Plan Member** for the immediate relief of severe pain, trauma, swelling or bleeding by a Dentist not being the **Plan Member's** registered Dentist; or associated with the Policyholder's dental practice where the emergency occurred more than 40 miles from the **Plan Member's** registered dental practice.

Inpatient

A **Plan Member** who is admitted to hospital and stays for a period of at least 24 hours for the sole purpose of receiving **Treatment** on the recommendation of a **Specialist**.

Oral Cancer

A malignant (invasive) tumour inside the mouth.

Orthodontic Treatment

Treatment undertaken by a **Dentist** for the prevention and correction of irregularities of the teeth.

Period of Cover

For each **Plan Member** registered under the **Policy** on or after the **Commencement Date**, the period commencing on the **Commencement Date** or the **Date of Entry** and ending on the date the **Policyholder** notifies **Us** of their removal from the **Policy**, or the **Review Date**, whichever occurs first.

Plan Member/You/Your

A person who is a registered patient of the **Policyholder**, resident in

the **United Kingdom** and for whom the appropriate premium has been paid and whose name has been forwarded to **Us** in accordance with the terms of this **Policy**.

Policy

This contract being **Our** contract with the **Policyholder** providing the **Cover** as detailed in this document.

Policy Period

The period between the **Commencement Date** and the **Review Date**, and the period between each subsequent **Review Date**.

Policyholder

The dental practice from whom premium is received.

Registered Practice

The dental practice at which the **Plan Member** is registered under the **Policyholder's** dental **Policy**.

Review Date

31st August 2023.

Specialist

A registered medical or dental practitioner who hold 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

Dental Services or supplies described in this document which are clinically necessary for the restoration of the oral health of a **Plan Member** provided that such services are:

- a. provided by a **Dentist**;
- b. provided in accordance with accepted standards of dental practice;
- c. received by a **Plan Member** during a **Period of Cover**.

We/Our/Us/Insurer

Hamilton Insurance DAC

United Kingdom (UK)

This comprises England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Benefits

Cover

The purpose of this **Policy** is to provide a **Plan Member** with **Dental Services** as described in Sections 1 to 4 of this **Policy** document during the **Period of Cover** for **Treatment** by a **Dentist**. **We** will pay benefits to the maximum value shown provided that such **Treatment** is clinically necessary and received by the **Plan Member** during the **Period of Cover**.

The relative date for determining the benefits available for **Treatment** shall be the actual date of that **Treatment**.

All expenditure for which benefit is claimed must be reasonable, clinically necessary and incurred wholly and exclusively for the purpose of **Treatment**.

Section 1 - Emergency Treatment Benefits

We will pay for **Emergency Treatment** received outside a 40 mile radius from the **Plan Member's** registered dental practice where the **Treatment** is administered by a **Dentist** who is neither the **Plan Member's** registered **Dentist** nor associated with the **Plan Member's** dental practice. **We** will pay up to the following specified limits for temporary dental **Treatment** up to a maximum value of £400 per incident, with an annual aggregate limit of £800, provided that such **Treatment** is received by the **Plan Member** during the **Period of Cover**.

All charges for **Treatment** must be reasonable, fair, clinically necessary and in line with the normal published **Treatment** charges of the treating dental practice.

Policy Limits

- a) Examination and report to include all necessary smoothing and

polishing of teeth and **Treatment** of sensitivity up to £45 per incident.

b) Radiographs up to £30 per tooth.

c) Fillings:

i. Amalgam – small (1 surface) up to £40 per tooth.

ii. Amalgam – medium (2 surfaces) up to £60 per tooth.

iii. Amalgam – large (3+ surface) up to £75 per tooth.

iv. Composite – small (1 surface) up to £65 per tooth.

v. Composite – medium (2 surfaces) up to £80 per tooth Composite – large (3+ surfaces) up to £95 per tooth.

d) Extractions:

i. First tooth up to £50.

ii. Per additional tooth up to £25 per tooth.

iii. Surgical extraction up to £200 per tooth.

e) Root extirpation to include dressing and any associated treatment of acute infection:

i. 1 canal up to £45 per tooth.

ii. 2 canals up to £50 per tooth.

iii. 3 or more canals up to £70 per tooth.

f) **Treatment** of acute infection (not associated with endodontic therapy) to include incising of abscesses and treating infected sockets up to £35 per incident.

g) Investigation and dressing – first tooth up to £25. Per tooth thereafter up to £10.

h) Re-cement crown or inlay up to £45 per unit.

i) Re-cement bridge up to £55 per unit.

j) Construction and fitting of temporary crown up to £65 per unit.

k) Temporary bridge up to £150 per unit.

l) Arrest of abnormal haemorrhage including aftercare and associated suture removal up to £75 per incident.

m) Removal of sutures placed by another practitioner up to £30 per incident.

n) Adjustment to denture up to £30 per incident.

o) Repair of denture up to £50 per incident.

p) Any other **Emergency Treatment** not otherwise specified under this **Policy** up to £70 per incident.

q) Evening, weekend and Bank Holiday where **Treatment** is provided outside the treating **Dentist's** normal surgery hours, call-out fees up to £110 per incident, or advice by telephone up to £25 per incident.

Exclusions to Section 1

Dental **Treatment** administered by the **Plan Member's Registered Practice** or any practitioner covering for the **Plan Member's Registered Practice** or any dental practice within a 40 mile radius of the **Plan Member's Registered Practice**, other than in respect of 'q' above.

Section 2 - Treatment Following Accident

If a **Plan Member** requires **Treatment** in connection with a dental injury affecting their sound and natural dentition or denture, following an **Accident** occurring during the **Period of Cover**, **We** will pay up to the following specified limits for permanent **Treatment** (including appropriate temporary coverage), up to a maximum of £10,000 per dental injury. **Treatment** must be carried out by the **Plan Member's Registered Practice** unless in an emergency. Please see the definition of **Emergency Treatment** as earlier.

Extra-oral Trauma Policy Limits

a) Crowns:

i. Porcelain jacket up to £410 per unit.

ii. Ceramic bonded up to £445 per unit.

b) Metal bonded porcelain crown up to £440 per unit.

c) Bonded metal/porcelain bridge work up to £430 per retainer up to £400 per pontic.

d) Full metal crown up to £320 per unit.

- e) All metal bridge work up to £430 per retainer up to £400 per pontic.
- f) Laboratory constructed adhesive bridge up to £285 per retainer up to £235 per pontic.
- g) Laboratory constructed adhesive facing or veneer up to £400 per unit.
- h) Permanent denture:
 - i. Acrylic up to £430 per denture.
 - ii. Metal up to £640 per denture.
- i) Temporary denture following tooth loss where required up to £185 per incident.
- j) Laboratory made temporary bridge following tooth loss (where required) up to £150 – per incident.
- k) Emergency and other **Treatment** following dental injury not otherwise specified up to £350 per incident:
 - i. Root canal **Treatment** incisor up to £250 per incisor.
 - ii. Root canal **Treatment** canine up to £250 per canine.
 - iii. Root canal **Treatment** premolar up to £255 per premolar.
 - iv. Root canal **Treatment** molar up to £400 per molar.
- l) If **You** do not have Enhanced Implant Cover, **We** will pay towards the cost of clinically required implants up to the value of the equivalent bridgework within the specified benefit limits above or replacement implants up to £1,400.

Intra-oral Trauma Policy Limits

- a) **Treatment** carried out on a non-restored tooth up to £150 per incident.
- b) Fixed bridge repair up to £150 per incident.
- c) Adhesive Bridges and Veneers – re-cementing work only up to £50 per incident.
- d) All other **Treatment** carried out on a restored tooth up to £50 per incident.

Damage must be notified to **Us** within 30 days and must be apparent within seven days of the **Accident**.

Conditions to Section 2

Where **Treatment** involves replacing any crown, bridge facing, veneer or denture, benefit shall be paid according to the cost of a replacement of similar quality within the limits of the **Policy**.

All charges for **Treatment** must be reasonable, fair, clinically necessary and in line with the normal published **Treatment** charges of the treating dental practice.

Exclusions to Section 2

Extra-oral Trauma

1. We will not be liable for **Treatment** directly or indirectly consequent upon:
 - i. Normal wear and tear.
 - ii. Injury whilst participating in boxing, martial arts, rugby, hockey and shinty (other than school rugby/shinty/hockey) unless appropriate mouth protection is worn.
 - iii. Injury caused otherwise than by direct extra-oral impact.
 - iv. Damage which is not apparent within seven days of the date of impact resulting in dental injury.
 - v. Damage to dentures occurring other than whilst being worn.

Intra-oral Trauma

- i. Normal wear and tear.
- ii. Injury whilst participating in boxing, martial arts, rugby, hockey and shinty (other than school rugby/shinty/hockey) unless appropriate mouth protection is worn.
- iii. Damage which is not apparent within seven days of the date of incident resulting in dental injury.
- iv. Damage to dentures occurring other than whilst being worn.
- v. Any claim in respect of the use of any sports mouthguards or other removable protective appliance or removable orthodontic appliance or braces.

We will not pay for any costs incurred by a **Plan Member** more than 18 months after the date of **Accident**.

Section 3 - Hospital Benefit

If a **Plan Member** is admitted to hospital as an **In-Patient** as a result of a dental condition, **We** will pay £50 for each complete 24 hours the **Plan Member** remains in hospital under the care of a **Specialist** up to a lifetime maximum of 365 days.

Exclusions to Section 3

1. No payment will be made under this section if a payment is made under section 4 - Oral Cancer.
2. **We** will not pay for more than 365 days of hospital benefit during any **Period of Cover**.

Section 4 - Oral Cancer

If a **Plan Member** is diagnosed with **Oral Cancer**, **We** will pay the **Plan Member** a lifetime limit of up to £12,000 for **Treatment** costs. **We** will only pay this sum for **Oral Cancer** once the **Plan Member** has been referred to a **Specialist** by their general practitioner or **Dentist**.

Conditions to Section 4

1. Benefit under this section will only be paid once per Plan Member and thereafter Cover under the Policy will cease and no refund of premium will be payable by Us.
2. Benefit under this section in respect of the Plan Member will only be paid when Oral Cancer is diagnosed by a Specialist in Oral Cancer Treatment in the UK.

Exclusions to Section 4

This section does not cover:

1. **Oral Cancer** diagnosed before the **Commencement Date**.
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 betel nut juice).
5. Reimbursement for any charges or fees including charges for consultation or tests for invasive/ non-invasive tumours.
6. Any **Oral Cancer** resulting from failure to follow medical advice.

General Exclusions

Benefits will not be available for:

1. **Dental Services** or supplies for **Treatment** which a **Dentist** is unable to provide due to circumstances beyond the control of such **Dentist**.
2. **Dental Services** or supplies which are not described in the document or which are specifically excluded under these General Exclusions.
3. **Cosmetic Treatments**.
4. **Dental Services**, supplies 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.
7. Any **Treatment** resulting from self-inflicted injury.
8. Any charges for the completion of the claim form or the submission of a claim.
9. Any costs associated with the administration of general anaesthetics.
10. Charges incurred by the **Plan Member** resulting from broken appointments.
11. Any **Treatment** resulting from participation in any illegal or unlawful activity.
12. Dental Implants unless clinically necessary.
13. Any **Treatment** which was prescribed, planned, diagnosed as necessary or is currently taking place at the **Commencement Date**.
14. Treatment, care or repair to teeth, gums, mouth or tongue in relation to "mouth jewellery".
15. Damage caused by tooth brushing or other oral hygiene procedures.
16. Injury whilst participating in contact sports including but not limited

- to boxing, martial arts, rugby, hockey, and shinty unless appropriate mouth protection is worn.
17. Reimbursement for travelling expenses or telephone calls
 18. Mouthguards, gum shields or any other dental appliances unless in conjunction with a dental injury.
 19. Any claims arising from unauthorised, malicious or criminal acts involving access to, processing of, use of or operation of any computer or computerised systems.

General Conditions

The following conditions apply:

Compliance with Policy Terms

Our liability under this **Policy** will be conditional upon each **Plan Member** complying with the terms and conditions of this **Policy**.

1. Change of Risk

The **Policyholder** must inform **Us** as soon as reasonably possible of any changes related to the **Plan Members** (such as address or other personal details) which affect information given in connection with the application for **Cover** under this **Policy**.

2. Policy Duration and Payment

a. This insurance **Policy** is an annual **Policy** running from the **Commencement Date** until the subsequent **Review Date** and for annual periods thereafter.

b. If a **Plan Member** joins after the **Commencement/Review Date**, their **Period of Cover** shall be from their **Date of Entry** until the following **Review Date** and annually thereafter.

c. The premium payable shall be that prevailing generally at the **Commencement Date** or if later, the appropriate **Review Date**.

d. 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**. Premiums may however be subject to changes mid-**Policy Period** required in response to changes in the prevailing rate of Insurance Premium Tax or any other applicable state or regional taxes.

3. Cancellation

a. If **You** wish to cancel **Your Policy**, **You** must do so within the first 14 days of receiving **Your Policy** documents.

b. If **You** do cancel **Your Policy** within 14 days of receiving **Your Policy** documents, **Your Cover** and that of any **Plan Members** covered under **Your Policy** will cease and **You** will receive a full refund of any premiums that have been paid during the 14 days, provided no claim has been made or is pending. There will be no refund of premiums if **You** choose to cancel **Your Policy** after the first 14 days and your cover will continue until the next **Review Date**.

c. **You** have decided to accept this insurance cover and, in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **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 **the Policy** and any claim. For example, **We** may:

- i. 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;
- ii. Amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- iii. Reduce the amount **We** pay on a claim in the proportion the premium that has been paid bears to the premium **We** would have charged **You**; or

- iv. **Cancel** the **Policy** in accordance with **Our** cancellation rights. If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Us** as soon as practicable.
- d. If **We** cancel the **Policy**, **We** shall give **You** 30 days-notice sent by first class post to **Your** last known address and e-mail address.

Claims Procedure

Claims must be submitted using the Code Plan Worldwide Accident and Emergency Dental Policy claim Form.

The **Plan Member** should pay for the **Treatment** provided and on the claim form he/she should ask the **Dentist** to detail the **Treatment**, indicate the fee charged and ask the **Dentist** to sign the form. Then attach the receipts to the form and return it to the **Claims Administrator**.

Reimbursement is available only if the **Treatment** is provided by a **Dentist**.

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 **Plan Member** 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 **Plan Member** to.

Claims Notification

All claims must be notified to the **Claims Administrator** (and supporting documentation supplied) as soon as possible, and in any event, within 30 days of the date of completion of the item of **Treatment**. **We** will not be liable in respect of any claim notified late, unless there is a justifiable reason for the delay.

Claims portal: www.denisglobal.com
 Post: Code Plan A&E Policy
 Claims Department
 P.O. Box 6833
 Basingstoke
 Hampshire, RG24 4PR
 Tel: 0800 633 5037
 (from outside the UK): +44 (0) 203 699 6581

To help us pay **your** claim promptly, please follow the claims guidelines detailed below.

Denis UK Limited in Basingstoke is the authorised claims administrator for the Code Plan dental scheme.

Claims for UK dental treatment

1. A completed claim form and a corresponding dental invoice or receipt is required to process a claim. The claim form can be found online when **You** log into **Your** secure account on the administrator portal at www.denisglobal.com or **You** can request one to be sent to **You** by emailing assistance@advantagehealth.uk.com or by calling 0800 633 5037.
2. When **you** have completed and paid for **Your Treatment**, ask **Your Dentist** to provide **You** with the appropriate **NHS** or private receipts showing the type of **Treatment** **You** have received and the tooth identification number of any tooth treated. **You** will need this to complete **Your** claim form. **You** will also require the dentists GDC registration number for the claim form.
3. There are 3 ways **You** can submit **Your** claim to **Us**:
 - a. Electronically at www.denisglobal.com. Here **You** can submit the claim form and receipt directly to us and receive an immediate email with **Your** claim number. **You** can also submit an e-claim and avoid claim forms altogether (see online for details)
 Claims portal: www.denisglobal.com
 - b. By email to assistance@advantagehealth.uk.com. This takes a bit longer (usually 1-2 days after **Your** email is sent) but when **Your** claim is collated and entered into the system **You** will receive email confirmation of the claim number.
 - c. By post to the address on the claim form.

Overseas Dental Emergencies

If a **Plan Member** requires **Emergency Treatment** when abroad simply obtain the **Treatment** required and request the invoice to be written in English and, on return, send it to the **Claims Administrator** as per the above process. Reimbursement will be in Pound Sterling at the equivalent benefit scale using the exchange rate in force at the date of the claim settlement. The **Plan Member** shall be responsible for paying for the translation of receipts, claim forms or supporting documents not completed in English and this charge shall be deducted from the value of the claim reimbursement.

Hospital Benefit

The **Plan Member** must obtain, at their own expense, from the hospital, their general practitioner or their **Dentist**, confirmation of the period of hospitalisation and, if requested, any further information to confirm the validity of the claim.

Accidents

In the event of needing **Treatment** following an **Accident**, the **Plan Member** must inform the **Claims Administrator** within 7 days of the **Accident** or as soon as reasonably possible. **We** may require confirmation of the **Accident** and **Treatment** before agreeing to any reimbursements necessary.

Fraudulent or Unfounded Claims

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.

Other Insurance

Without prejudice to any other right or remedy, **We** may have against any third party, if there is any other insurance covering any of the same benefits, **You** must disclose or procure that the relevant **Plan Member** discloses the same to **Us**. **We** shall not be liable to pay or contribute more than **Our** rateable proportion. Any payment or contribution over and above such liability shall be at **Our** absolute discretion and shall be without prejudice to this condition.

Settlement of Claims

All settlements will be made by bank transfer to the nominated bank account of the **Plan Member**; or to the **Policyholder** where applicable.

Complaints Procedure

We aim to provide **You**/the **Plan Member** with the highest levels of customer service and care at all times. However, if something has gone wrong **We** want to do everything **We** can to put it right as quickly and effectively as possible. This is why **we** have put in place a simple procedure for **You**/the **Plan Member** to raise any concerns or complaint **You**/they may have.

If there is a query or complaint regarding the way the Policy was sold, or the administration of the Policy, **You** should refer to the insurance intermediary who sold the Policy to **You**.

If the **Plan Member** wishes to make a complaint about anything else, in the first instance please contact:

Complaints Department,
Denis UK Ltd, PO Box 6833,
Basingstoke, Hampshire, RG24 4PR
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Telephone: 0800 633 5037 or +44 (0) 203 6996 581
from outside the UK.

Email: assistance@denisuk.com

We will contact them within three days of receiving their complaint to inform them of what action **We** are taking. **We** will try to resolve the problem and give them an answer within four weeks. If it will take **Us** longer than four weeks **We** will tell them when they can expect an answer.

In the event that they are unhappy with **Our** response to their complaint, or they have not received **Our** response within 8 weeks of the date **We** received their complaint, they may be eligible to refer their case to the Financial Ombudsman Service, who can review complaints from eligible complainants, but they must do so within 6 months of receiving **Our** final response. Further information can be found at: www.financial-ombudsman.org.uk

The Financial Ombudsman Service exists to help resolve complaints when **We** have not been able to resolve matters to their satisfaction and the service they provide is free and impartial. Their contact details are as follows:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)

Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect their legal rights.

Financial Services Compensation Scheme

Healix Insurance Services Ltd and Hamilton Insurance DAC are both covered by the Financial Services Compensation Scheme (FSCS). This means that **You** may be entitled to compensation from the scheme if either cannot meet their obligations to **You** under this contract. This would provide cover for 90% of the claim without any upper limit. Further information about compensation is available from the FSCS at www.fscs.org.uk or telephone 0207 741 4100.

Statement of Demands & Needs

We have not provided **You** with a personal recommendation or advice as to whether this **Policy** is suitable for **Your** specific needs. This product meets the demands and needs of an individual who seeks protection against the costs of **Accident and Emergency Treatment**.

Applicable Law

This contract shall be governed by and construed in accordance with English Law unless:

- i. **You** and the **Insurer** agree otherwise; or
- ii. at the **Date of Entry You** are resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Sanctions

The **Insurer** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Data Protection

Hamilton Insurance DAC, 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 they process **Your** personal data, for more information please visit www.hamiltongroup.com.

HOW THE INSURER USES YOUR PERSONAL DATA AND WHO THEY SHARE IT WITH

The **Insurer** may use the personal data they 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, if they have consent to do so, to provide **You** with information, products or services that **You** request from them or which they feel may interest **You**. They will also use **Your** data to safeguard against fraud and money laundering and to meet their 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 the **Insurer** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for them to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in their notice.

DISCLOSURE OF YOUR PERSONAL DATA

The Insurer may disclose **Your** personal data to third parties involved in providing products or services to them, or to service providers who perform services on their behalf. These include their 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

The **Insurer** may transfer **Your** personal data to destinations outside the European Economic Area ("EEA"). Where they transfer **Your** personal data outside of the EEA, they will ensure that it is treated securely and in accordance with the Legislation.

YOUR RIGHTS

You have the right to ask the **Insurer** not to process **Your** data for marketing purposes, to see a copy of the personal information they hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask them 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 the **Insurer's** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, unless they are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning the **Insurer's** use of **Your** personal data, please contact The Data Protection Officer, Hamilton Insurance DAC – please visit www.hamiltongroup.com for full address details.

HEALIX INSURANCE SERVICES LIMITED

Healix Insurance Services Ltd are a joint Data Controller and are equally committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). For more information please visit www.healix.com/insurance-capacity-management/

If **You** have any concerns, a complaint or any request regarding Healix Insurance Services Ltd use of **Your** personal data, please contact: The Data Protection Officer, Healix Insurance Services Ltd, Healix House, Esher Green, Esher, Surrey, KT10 8AB. Or by email: HISprivacy@healix.com

DENIS UK LIMITED

Denis UK Limited are the Data Processors and are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). For more information please visit: www.denisglobal.com

If **You** have any concerns, a complaint regarding how Denis UK Limited administer **Your** personal data, please contact: Head of Legal, Denis UK Limited, Grove House, Lutyens Close, Chineham Court, Basingstoke, Hants, RG24 8AG. Or by email: legal@denisuk.com

CODEPLAN LTD

CodePlan Limited are Data Processors and are committed to protecting and respecting **Your/the Plan Member's** privacy in accordance with the current Data Protection Legislation ("Legislation"). If **You/they** have any concerns or a complaint regarding how CodePlan Ltd administer **Your/their** personal data, please contact: CodePlan Ltd, Elm Tree House, Bodmin Street, Holsworthy, Devon, EX22 6BB.

Your Right to Change Your Mind

You have 14 days from receiving Your Policy documents in which to change Your mind.

Here are some questions to help **You** decide.

Do **You** understand what **Your Policy** will do for **You**?

- Before **You** complete the application process, **You** must read the Insurance Product Information Document provided.

If there is anything which is still unclear please contact CodePlan Ltd.

If **You** wish to cancel what should **You** do?

- If **You** wish to cancel **Your Cover**, please contact CodePlan Ltd.
- **You** must cancel **Your Cover** on or before the 14th day following receipt of **Your Policy** documents or at the **Review Date**.

How to Contact Us

General & Claims Enquiries

If **You** have any queries at all, please do not hesitate to contact CodePlan Ltd on 0330 165 9713 or email iPLAN@agiliosoftware.com



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