Dentists' Provident

Lifestyle security plan

Holloway plan for dentists in the UK

Table A1

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1 Introduction

1.1 Purpose of the plan

This **plan** is designed to pay **you** regular **benefits** to help replace the income **you** lose if **you** cannot work in **your occupation** because of **your incapacity**. The **participation units** under the **plan** provide a fund built up from **your** share of the qualifying surpluses **we** make. **Your** fund is payable when **your plan** ends.

This **plan** is not designed to pay out if **you** cannot work because **your** contract ends, is terminated or **you** resign, are suspended, dismissed or made redundant or **your** business ceases for some other reason.

1.2 Your responsibilities

In addition to the general terms and conditions of **your membership** in **our rules**, **you** must also comply with the specific terms and conditions of **your plan** as set out in this **table** and **your benefit statement**. If **you** do not, **we** may refuse to pay **your benefits**, cancel **your membership** or both.

You should not insure **yourself** for more than what **you** are entitled to receive. **You** also have a continuing responsibility for ensuring that **your plan** is appropriate to **your** professional and personal circumstances.

2 Definitions and interpretation

The terms highlighted in **bold** in this **table** are defined terms and have the specific meaning as explained below.

actuary	The **actuary** as defined in the **rules**.
benefits	The regular amounts **we** pay **you** on account of a valid claim, based on **your cover**, subject to the terms and conditions of the **plan**.
benefit statement	The statement **we** periodically send **you** detailing the features of **your plan.**
board	**Our** board of directors.
bonus account	The accumulated bonuses **we** hold in **your** favour under this **plan**.
cover	**Your** insurance under the **plan**.
deferred period	The number of consecutive weeks from the start of **your incapacity** which must pass before **you** become entitled to receive **benefits**. The **deferred period** applicable to **your benefit** is shown in **your benefit statement**.
dentist	A person who is properly licensed to legally practice as a dentist in the **UK**.
doctor	A person, other than **you**, a **family member or your** business colleague, who is properly licensed to legally practice as a medical doctor in the **UK** (or other countries approved by **us**).
expiry date	The date on **your benefit statement** showing when **your** entitlement to **benefits** will end. **Your plan** will end when all **your covers** expire, which will normally be **your** 67th birthday unless special conditions apply to **your plan**, **you** have chosen a different date or the **expiry date** of **your cover** has been extended by mutual agreement. **Your plan** will automatically expire if **you**: • die • accept a lump sum settlement for a claim where **we** are satisfied the **incapacity** is expected to last throughout **your** life

	• cannot work in **your occupation** because of a **permanent** and **irreversible incapacity** which is excluded under **your plan** or for which **you** can no longer receive any **benefits**. After the age of 55, **you** can reduce the **expiry date** of **your cover** to any birthday in the future.
family member	**Your** spouse, parents, siblings, children and their spouses, civil partners or children or anybody living at the same address as them.
incapacity/incapacitated	The definition of **incapacity** applicable to **your plan** is shown in **your benefit statement**. **A – Own occupation definition** **Incapacity** means **we** are satisfied that as a result of an illness or injury: • **you** are unable to perform the **material and substantial duties** of **your occupation** • **you** are not following any other **occupation**, except where **you** are making a phased return to work and **we** have agreed to pay **you** reduced **benefits** • **your** income from **your occupation** has reduced as a result. **B – Suited occupation definition** **Incapacity** means **we** are satisfied that as a result of an illness or injury: • **you** are unable to perform the **material and substantial duties** of **your occupation** and the **material and substantial duties** of any **occupation** which **you** are reasonably suited as a result of **your** education, training or experience • **you** are not following any other **occupation** • **your** income from **your occupation** has reduced as a result. **C – Activities of daily living definition** **Incapacity** means **we** are satisfied that as a result of an illness or injury, **you** are unable to perform three or more of the following activities without the assistance of another person: • feed **yourself** when food has been prepared and made available • put on, take off, secure and unfasten all garments and, if necessary any braces, artificial limbs or other surgical appliances • wash in the bath or shower, including getting in and out of the bath or shower, or wash satisfactorily by any other means • maintain a satisfactory level of personal hygiene by using the toilet or otherwise manage bowel or bladder function • get out of bed into an upright chair or wheelchair and back again • get from room to room on a level floor.
irreversible	In **our** reasonable opinion, cannot be reasonably improved upon by any medical treatment and/or surgical procedures available throughout the remaining duration of the claim.
material and substantial duties	The main tasks and duties, which are normally required for the satisfactory performance of an **occupation** and which cannot be reasonably omitted or modified.
member/membership	**Our** member in accordance with **our rules**.
occupation	Any trade, profession or other work done for any form of reward. It is not dependent on the availability of work or any particular business, job description and location.
our/society/us/we	Dentists' Provident Society Limited.
permanent	A condition that **we** agree is expected to last throughout **your** life with no prospect of improvement, irrespective of the **expiry date** of **your cover** or when **you** expect to retire.
plan	The lifestyle security plan (A1), **your membership** and the products and services provided to **you** thereunder, subject to the terms and conditions of each.
planholder/you/your	The person named in the **benefit statement** who has the **plan** as part of their **membership**.
pre-incapacity income	The income from **your occupation** made up of: **income from your employment** **Your recurring** salary, overtime payments, bonuses and benefits in kind before tax earned in the 12 months immediately before the start of **your incapacity**.

	If **you** work in and are also a shareholder and director of a close company, **we** will include **your** beneficial share of the **recurring** distributable profits earned in the 12 months immediately before the start of **your incapacity** within **your** income from employment. In case the company incurs a loss, **we** will reduce **your** income from employment by **your** share of the loss. **Income from your self-employment** **Your** beneficial share of the **recurring** net pre-tax profits from all **your** businesses before tax earned in the 12 months immediately before the start of **your incapacity** after deducting any allowable expenses, reliefs and allowances against income tax. If **you** have not been working for the full 12 months before the start of **your incapacity**, **we** will estimate what **you** would have earned based on the period that **you** actually worked. If **you** have a progressive illness, **we** may at **our** complete discretion, instead of basing **our** calculations on the 12 months before the start of **your incapacity**, base them on the average of **your** three best years within the last five years, if **we** are satisfied this more accurately reflects **your pre-incapacity income**.
recurring	Excluding items which are rare, infrequent or unusual in nature either on account of their value or frequency.
rules	**Our** rules, as updated from time to time.
participation units	The A participation units.
specialist	A **doctor** who is legally entitled to practice as a consultant or equivalent in the **UK** (or other countries approved by **us**).
specialist qualification	Any qualification approved by the UK's General Dental Council that would entitle **you** to join their speciality list.
table	This appendix, setting out the terms and conditions of the **plan**.
terminal condition	A definite diagnosis by **your specialist** of an illness or injury that either has no known cure or has progressed to the point where it cannot be cured and which in **our** and the treating **specialist's** opinion is expected to lead to death within 12 months.
UK	The United Kingdom of Great Britain and Northern Ireland and its Crown dependencies.

3 Eligibility

3.1 Who can have this plan

You can only take out this **plan** for **yourself** and the **cover** under the **plan** is only available to existing **members** of less than 60 years of age, who have been invited to apply for the **plan**. In addition, **you** must be a **dentist**, living in the **UK**.

3.2 Application and admission

If **you** make an application for any **participation units** or **cover** or for the extension of the **expiry date** of **your cover** under this **plan** or any other changes which increase **your** premiums or **our** potential liability, **you** agree to give **us** all the consents, personal, medical and financial information **we** ask for, in the form **we** specify. **We** may ask **you**, at **our** cost, to have examinations, tests or investigations by a **doctor** or an appropriate health professional, approved by **us**, on any matter connected with **your** application.

3.3 Changing your cover

You can only ask to increase **your cover** if **you** live in the **UK** and before **you** are 60. However, the age limit does not apply to:

- increasing **your participation units**
- increasing **your cover** under the guaranteed increase in **cover** option.

You can reduce **your cover** at any time.

3.4 Special conditions

In assessing any application for **cover** or extension of the **expiry date** of **your cover**, **we** will act reasonably, proportionately and in accordance with **our** legal and regulatory duties. After considering **your** application, **we** may decide that **we** cannot offer **you** the **cover you** asked for. If this happens, **we** may refuse **your** application or **we** may:

- refuse to allow **you** to have certain features of the **plan**
- refuse to insure **you** for certain conditions
- change the **expiry date** of **your cover**
- offer **you cover** on terms and conditions which are different from **our** standard terms and conditions
- offer **you** different **cover** to what **you** applied for
- charge **you** a higher premium than **our** normal premium rates.

If **we** refuse **your** application, **we** are not obliged to give **you** a reason for **our** decision. However, if **we** decide to apply any special conditions to any of **your cover**, **we** will inform **you** of these in writing. **We** will need **your** written acceptance of the special conditions before proceeding with **your** application.

In the event of a conflict between **our** standard terms and conditions and the special conditions applicable to **your plan**, the special conditions shall take precedence over **our** standard terms and conditions.

In **our** absolute discretion, **we** may reduce **your** premiums if **we** refuse to insure **you** for certain conditions.

3.5 Change of occupation

You do not have to tell **us** if **you** change **your occupation** after the start of **your cover**. If **you** make a claim **we** will assess it against **your** inability to perform the **occupation you** were engaged in when **your incapacity** started and not **your occupation** when **your cover** started.

4 Premiums

4.1 Paying your premiums

Your premiums are due from when **your cover** starts up to and including the **expiry date** and are payable monthly in advance by direct debit from **your UK** personal bank account. **You** need to continue paying **your** premiums during a claim.

How much and when **you** need to pay are shown in **your** most recent **benefit statement**. **We** calculate **your** premiums in accordance with **our** standard premium rates for **your cover** and **participation units**. If **you** have customised **your cover** or **we** decided to apply special conditions or discounts to **your plan**, these can also affect **your** premiums. Copies of **our** standard premium rates, as applicable to **your cover** and **participation units**, are available upon request.

If **you** do not pay **your** premiums by the due date, **we** may stop **your benefits**. If **you** cannot pay **your** premiums, **you** should contact **us** as soon as possible. At **our** discretion, **we** may be able to offer **you** special arrangements to settle what **you** owe, based on **your** circumstances and **membership** history.

4.2 Age related and level premiums

If **you** have chosen age related premiums, then the premiums for **your cover** will increase as **you** get older. **Your** premiums will rise in January each year based on **your** age as at 31 December of that year.

If **you** have chosen level premiums, then the premiums for **your cover** will not increase as **you** get older, unless:

- **your cover** increases
- **we** allow **you** to add other features to **your plan**
- **you** use an option that increases **your** premiums
- there are any changes to the **plan** which increase **your** premiums
- **we** change **our** standard level premium rates.

The premiums for **your participation units** will not normally increase as **you** get older, unless:

- **your participation units** change
- **we** allow **you** to add other features to **your plan**
- **you** use an option that increases **your** premiums
- there are any changes to the **plan** which increase **your** premiums
- **we** change **our** standard level premium rates.

4.3 Reviewing your premiums

Our standard premium rates are reviewable and not guaranteed. **We** can change them from January every year.

In setting the standard premium rates **we** make a number of assumptions about the demographics of **our members**, legal and regulatory environment, taxation, future levels of inflation, claims, income, expenses and persistency affecting the **plan** and the **society** as a whole.

If **our** view of the above factors is different to that at the previous review, **we** will use a fair and reasonable basis for calculating its effect on **our** standard premium rates and as a result **your** premiums can increase, decrease or remain unchanged after each review.

We can also change **your** premiums if **we** change the terms and conditions of the **plan** in accordance with the **rules**.

If **your** premiums change, **we** will give **you** at least 60 days advance notice. If **your** premiums increase, **you** can ask **us** to keep them the same and reduce **your cover** or **participation units**.

5 General benefit conditions

5.1 The maximum benefits we will pay

The total **cover**, disregarding any increases from the guaranteed increase in cover option and the inflation linked benefits option, **you** may have under this and any other plans **we** offer, may not exceed £132,000 per annum.

Your benefits are based on **your pre-incapacity income** and not **your** income from **your occupation** at the start of **your plan**. The maximum **benefit we** will pay under the **plan** in any twelve month period (adjusted proportionately for a claim of less than twelve months) is:

- 70% of **your** first £20,000 of **pre-incapacity income**, plus
- 60% of the next £20,000 of **pre-incapacity income**, plus
- 50% of the next 20,000 of **pre-incapacity income**, plus
- 47.5% of **your pre-incapacity income** above £60,000.

We will reduce the maximum **benefits we** will pay by any income **you** earn from other sources during **incapacity**, whether payable to **you** or to a third party on **your** behalf, including:

- any regular insurance benefits arising under policies against **incapacity**
- any salary, bonuses, benefits in kind, profit share or other business income accruing during **your incapacity**
- the distributable profits attributable to **your** shareholding accruing in any private company in which **you** are both a director and an employee
- any pension **you** would receive during **your incapacity**, before exchanging any part of it for cash.

Where any of this **income** is taxable, **we** will only take into account 75% of the gross amount, for the purposes of **our** calculations.

If the **benefits we** are paying **you** increase as a result of the inflation linked benefits option, **we** will adjust **your pre-incapacity income** appropriately, using the same index.

If **we** have to limit **your benefits** then **we** will not refund any premiums.

5.2 When the benefit payments will stop

We will pay **your benefits** monthly in arrears after the end of **your deferred period**. Where **your** claim is for less than one month, **we** will pay **your benefits** at the end of the claim.

We will stop paying **you benefits** under this **plan** when the earliest of the following happens:

- **you** are no longer **incapacitated**
- the **cover** reaches its **expiry date**
- **your plan** or **cover** is cancelled
- **you** die
- **you** no longer meet **our** requirements for the payment of **benefits**.

5.3 What is not covered by the plan

We will not pay for any **incapacity**, specifically excluded by the special conditions applicable to **your cover** or directly or indirectly related to:

- participation in a criminal act
- deliberate self-harm or alcohol, drugs or substance abuse
- failure to keep **your** recommended immunisations up to date
- procedures and treatments which are not medically necessary, unless the result of an illness or accident and **your specialist** recommends that **you** have the procedure or treatment.

5.4 Notifying us of your claim

If **you** want to make a claim, **you** must notify **us** within:

- two weeks of the start of **your incapacity** if **your deferred period** is less than five weeks
- four weeks of the start of **your incapacity** for all other **deferred periods.**

If **you** do not notify **us** within the above time limits, **we** may postpone or refuse **your** claim.

Where **your plan** has multiple **benefits**, **we** will calculate the notification limits on the **benefit** with the shortest **deferred period**.

5.5 Our requirements regarding claims

You must complete and return **our** claim form and give **us** any other information **we** ask for as soon as possible. If **you** do not return **your** claim form within 90 days of the end of **your deferred period** or give **us** the information **we** ask for or follow **our** reasonable instructions, within the time limits **we** specify, **we** may refuse or postpone **your** claim.

In addition **you** must:

- be diagnosed with the **incapacity** by a **doctor**, approved by **us** and whose specialism **we** consider appropriate to **your incapacity**
- be receiving regular supervision and generally accepted medical treatment from a **doctor**, approved by **us** and whose specialism **we** consider appropriate to **your incapacity** and
- comply with their treatment recommendations.

We may also ask, before accepting **your** claim or at any time during **your** claim for **you** to:

- be medically examined by a **doctor** of **our** choosing
- have any investigations or tests
- give **us** the consents **we** ask for in respect of **your** claim
- be available, to meet with **our** appointed representative for an interview about the claim. This could be at **your** home, on the telephone or any other place as **we** reasonably specify. On rare occasions, these interviews could be unannounced.

At **our** discretion **we** may reimburse **you** reasonable travel costs within the **UK** in connection with the above. If **you** are outside the **UK**, **we** may ask **you** to return to the **UK** for the above. **We** will not pay for any travel costs **you** incur in returning to the **UK**.

You are also responsible for the cost of providing all routine financial and medical evidence to support the admission and continued payment of **your** claim. **We** will only pay for the cost of examinations, tests and investigations **we** specifically commission. If **we** incur any costs as a result of **you** not attending a prearranged appointment for a meeting with **our** representative or for any investigation or tests, **we** reserve the right to offset these costs against any **benefits** payable to **you**.

We will review **your** claim at least once every twelve months and more frequently, if **we** consider it necessary, on both medical and financial bases to make sure that cumulatively **we** have paid **you** the appropriate **benefits** under **your** claim and **we** reserve the right to recover any overpaid **benefits** by any reasonable means. Where **your** monthly income, before or after **incapacity**, fluctuates, **we** will use the information **you** provide to calculate a smoothed average for the purposes of calculating the **benefits** under the **plan**.

You should tell **us** as soon as possible if there is any change to **your** health, financial or personal circumstances that may affect **your benefits**.

If **you** do not fulfil **our** requirements regarding claims **we** may refuse or stop paying **your benefits**.

5.6 Recurrent incapacity

If **you** become **incapacitated** within 12 months of the end of **your** claim and both periods of **incapacity** arise from the same cause, **we** will consider the second claim as a continuation of the first claim.

5.7 Phased return to work

This section only applies to **cover** subject to definition **A** of **incapacity**.

If **your** claim fulfils definition **A** of **incapacity** and after a period of **incapacity**, **you** only recover sufficiently to:

- return to **your** own **occupation** on a part-time basis for a lower income, or
- return to a different **occupation** for a lower income

We will consider paying **you** reduced **benefits**, if **you** remain **incapacitated**, subject to the following, in addition to **our** normal conditions for a claim:

- **you** have been advised by **your specialist** to make a phased return to work and remain under their regular supervision and continue to receive generally accepted medical treatment from them for **your incapacity**
- **you** have continuously received **benefits** from **us** for at least one month before the reduced **benefits** become payable
- **your incapacity** limits **your** ability to perform the **material and substantial duties** of **your occupation** to no more than the lower of:
  - 18 hours per week or

- 55% of the average weekly hours **you** worked in the 12 months before the start of **your incapacity**.

We will calculate the reduced **benefits we** will pay as follows:

$$\frac{\textbf{your pre-incapacity income} - \text{income from } \textbf{your} \text{ phased return to work}}{\textbf{your pre-incapacity income}} \times \text{benefits payable before your phased return to work}$$

5.8 Pregnancy

We consider pregnancy to be a natural condition rather than **incapacity** and **we** will not consider claims that arise from the normal effects of pregnancy. **Incapacity** from complications of pregnancy and childbirth is covered under the **plan**, as long as it is diagnosed by **your specialist**.

5.9 Payment of benefits abroad

If after the start of **your plan**, **you** travel to or live outside the **UK** but within the British Overseas Territories, another country in the European Union, Australia, Canada, New Zealand, Norway, Singapore or Switzerland, **we** will limit the **benefits** for all periods of **incapacity** to a maximum combined period of ten years throughout the life of **your plan**.

If **you** travel to or live anywhere else, **we** will limit the **benefits** for all periods of **incapacity** to a maximum combined period of twelve months throughout the life of **your plan**.

If **we** stop paying **you** and **you** move to live in a country where **you** could continue receiving **benefits** then provided **you** are still **incapacitated**, **we** will assess **your** entitlement from the date of **your** move but **we** will not consider backdating **your benefits** to when **you** were not entitled to them.

5.10 Subrogation rights

You must inform **us** as soon as possible if **you** make any claim against any third party in connection to **your incapacity** and keep **us** fully informed of its progress. **You** must follow all **our** instructions in relation to such a claim and not withdraw or settle it without **our** prior written approval.

We reserve the right to pursue in **your** name any action, which results in **us** paying **you benefits**. **We** will have full discretion in the conduct of any such proceedings and in the settlement of any resulting claim. Alternatively, **we** may allow **you**, **your** lawyer, or anyone acting on **your** behalf to conduct these proceedings.

In either case, **we** will be entitled to recover any **benefits** paid or payable to **you** from the proceeds of any third party claim. If **you** do not follow all **our** requirements in relation to any third party claim, **we** reserve the right to refuse **your** claim for **benefits** or where **benefits** have been paid, refuse any further payments.

5.11 General

We will calculate **your** daily **benefit** amount as an appropriate fraction of **your** monthly **benefit** amount and **we** will not pay for any **incapacity** which does not last a full day.

If, as a result of **your incapacity**, **you** are unable to sign **our** forms, **we** will consider admitting and paying **your** claim without **your** signature, provided **we** have satisfactory evidence of **your incapacity** and of **your** inability to sign **our** forms.

If **your incapacity** is the result of a communicable disease and the government has approved a medical treatment that, if taken make it improbable for **you** to transmit the infection to the patients **you** treat and would allow **you** to legally practice as a **dentist** and perform or assist in exposure prone procedures, then if **you** are receiving treatment, **we** will continue to pay **you benefits** until **you** are medically fit to return to **your occupation**, subject to **our** normal terms and conditions for claims. If **you** decide not to have the treatment then **we** will pay **you benefits** for a maximum period of 12 months throughout **your incapacity**.

If after the start of **your incapacity**, **you** dispose of **your** financial interest in an undertaking which was the source of **your pre-incapacity income** then **we** will use profit on the sale, before any tax reliefs and allowances, to calculate the effect of the sale on **your** income during **incapacity**. **We** have the right to make a reasonable adjustment for this to **your** income during **incapacity** for the purposes of **our benefit** calculations. If the disposal results in a loss then **we** will ignore this from **our benefit** calculations.

If **you** accept a lump sum in lieu of a claim from another insurer or cancel an insurance contract after the start of a claim, **we** reserve the right to disregard this from **our benefit** calculations if this would otherwise result in increasing **our** liability to pay **you benefits**.

If **you** enter into any arrangements with a **family member** or **your** business colleagues which is not on commercial arm's length basis, **we** reserve the right to replace the actual terms with normal commercial arm's length terms in calculating any **benefits** due if this would otherwise result in increasing **our** liability to pay **you benefits**.

6 Standard features of the plan

6.1 Changing your deferred period

You can ask **us** to reduce the **deferred period** for **your cover** without the need for medical underwriting if there is a change to **your** employment status.

If **your cover** has a **deferred period** of four weeks or more, **you** can reduce **your deferred period** to a minimum of two weeks. **Your** premiums will increase to reflect the shorter **deferred period**. **You** may only reduce **your deferred period** without medical underwriting if:

- **you** have had the **cover** and paid the premiums continuously for at least the last 36 months
- **you** have stopped working for one employer and started work for a new, unconnected employer or if **you** have stopped being employed and become self-employed
- no special conditions have been applied to **your cover**
- **you** have not made any claims under the **cover**, since its start
- **you** ask **us** to change **your deferred period** within 90 days of the change in **your** employment status and **you** give **us** the evidence **we** ask for to confirm the change in **your** employment status.

You can ask **us** to increase the **deferred period** for **your cover** without medical underwriting at any time.

6.2 Career break

If **you** take a career break and stop working, **you** can ask **us** to suspend **your cover**. **You** will not have to pay any premiums for

your cover but **you** will need to still pay the premiums for **your participation units**. **You** will not be able to make a claim when **your cover** is suspended under this section.

We will write to **you** to confirm when **we** have suspended **your cover**. **We** will not backdate the start of the suspension to earlier than when **you** notify **us** and it will be subject to the following conditions:

- **you** cannot use this feature within 24 months of the end of **your** educational break cover or if **your plan** is in arrears
- **you** cannot suspend **your cover** for less than six months
- **you** cannot suspend **your cover** for a total of more than 36 months over the life of **your plan**
- **you** cannot suspend just a part of **your cover**.

You can tell **us** when **you** would like **your cover** to restart in advance and it will restart automatically on that date. If **you** have not given **us** a date then **your cover** will restart after it has been suspended for a total of 36 months. However, **you** can restart **your cover** earlier by giving **us** 7 days' advance notice.

After **your cover** restarts and **you** want to make a claim, **we** will apply definition **C** of **incapacity** to **your** claim, unless **you** can provide **us** evidence that **you** are in work or have formally agreed a genuine, guaranteed position to return to after the end of **your** career break, in which case **we** will apply the normal definition of **incapacity** applicable to **your benefits**.

6.3 Educational break cover

If **you** stop working and start full time education to obtain a **specialist qualification**, **you** can apply for **our** educational break cover. During the educational break, **you** will only pay 25% of the premiums for **your cover** and **we** will treat **your** income and definition of **incapacity** as remaining the same as before **you** started **your** educational break if **you** become **incapacitated** during **your** educational break.

We will write to **you** and confirm the start and duration of **your** educational break cover. **We** will not backdate the start of the educational break cover to earlier than when **you** notify **us** and it will be subject to the following conditions:

- **you** cannot use this feature before the third anniversary of **your plan** or within 24 months of restarting **your cover** after a career break
- the educational break must be for at least three months
- this cover is only available for a maximum of 12 months throughout **your membership** and **you** must give **us** the evidence **we** ask for about **your** education and **specialist qualification**
- **you** cannot use the educational break cover if **your** premiums are not up to date
- **you** need to continue paying the full premiums for **your participation units**.

Your educational break cover will end when it reaches its maximum term or the end of **your specialist qualification**, whichever is earlier. However, **you** can end **your** educational break earlier by giving **us** 7 days' advance notice.

If **you** want to make a claim after the end of **your** educational break, **we** apply definition **C** of **incapacity** to **your** claim, unless **you** can provide **us** evidence that **you** are in work or have formally agreed a genuine, guaranteed position to return to after the end of **your** educational break, in which case **we** will apply the normal definition of **incapacity** applicable to **your benefits**.

6.4 Your cover when not in work

If **you** are not performing **your occupation** immediately before the start of **your incapacity** or if:

- **you** are under notice of redundancy, termination or suspension
- **you** are self-employed and **you** have no work or **your** business ceases to be a going concern

We will assess **your** claim based on definition **C** of **incapacity**, unless **you** can provide **us** evidence that **you** have formally agreed a genuine, guaranteed new position to go to, in which case **we** will apply the normal definition of **incapacity** applicable to **your cover**.

If **we** apply definition **C** of **incapacity**, **we** will limit **your benefits** to a maximum amount of £2,000 per month.

This section 6.4 will not apply to any claim where **you** are entitled to **benefits** under any of **our** other plans. If **you** are entitled to **benefits** under the "Cover when not in work" section under more than one of **our** plans, **we** will only pay this benefit once and under the plan where **you** have the greatest entitlement.

6.5 Minimum benefit assurance

If definition **A** of **incapacity** applies to **your cover**, **your** claim satisfies that definition and **your cover** is more than or equal to £1,300 per month but as result of the calculation in section 5.1, the **benefits** payable are less than £1,300, then **we** will calculate **your benefit** as follows:

£1,300 minus any income **you** receive from other sources, whether payable to **you** or to a third party on **your** behalf, including:

- any regular insurance benefits arising under policies against **incapacity**
- any salary, bonuses, benefits in kind, profit share or other business income accruing during **your incapacity**
- the distributable profits attributable to **your** shareholding accruing in any private company in which **you** are both a director and an employee
- any pension **you** would receive during **your incapacity**, before exchanging any part of it for cash.

Where any of this income is taxable, **we** will only take into account 75% of the gross amount, for the purposes of **our** calculations.

We will review **your** claim at least once every twelve months and more frequently, if **we** consider it necessary, on both medical and financial bases to make sure that cumulatively **we** have paid **you** the appropriate **benefits** under **your** claim and **we** reserve the right to recover any overpaid **benefits** by any reasonable means. Where **your** monthly income, before or after **incapacity** fluctuates, **we** will use the information **you** provide to calculate a smoothed average for the purposes of calculating the **benefits** under the **plan**. If appropriate, **we** will adjust **your** monthly **benefits** up to a maximum of £1,300, including any inflation linked increases.

If **your cover** is less than £1,300 per month then **we** will replace £1,300 with the amount of **your cover** immediately before the start of **your** claim for the purposes of this section.

If **you** are on **our** educational break cover then minimum benefit assurance will not apply to **your** claim.

This section 6.5 will not apply to any claim where **you** are entitled to **benefits** under any of **our** other plans. If **you** are entitled to **benefits** under the "Minimum benefits assurance" section under more than one of **our** plans, **we** will only pay this benefit once and under the plan where **you** have the greatest entitlement.

6.6 Respite care benefit

As long as **your** claim satisfies **your** normal definition of **incapacity** and definition **C** of **incapacity**, **you** can claim respite care benefits subject to the following conditions:

- **we** have paid **you benefits** for the last 12 months
- **you** have lived in **your** own home under the full time care of a **family member** for the last 12 months
- the respite care is provided outside **your** home in a registered respite care facility, approved by **us** in advance.

In any 12 month period, **we** will pay the lesser of:

- the cost of a stay of up to two weeks in a respite care facility
- £4,000.

If **we** have paid **you benefits** under the minimum benefit assurance section in the last 12 months, then **you** are not entitled to claim respite care benefits under this section.

If **you** are entitled to respite care benefits under more than one of **our** plans, **we** will only pay this benefit once and under the plan where **you** have the greatest entitlement.

6.7 Transplant benefit

If **your incapacity** results from donating a part of **your** body for a medically necessary transplant to the body of another person, **we** will consider **you** to be suffering an illness. In addition to any **benefits** due under **your plan we** will pay a cash lump sum equal to 4 months **benefits** payable at the start of **your** claim.

We will not pay the cash lump sum if:

- **your incapacity** lasts less than 14 continuous days
- the transplant is illegal or arises from any illegal transaction or practice
- the transplant takes place with 24 months of the start of **your plan**
- **you** are on **our** educational break cover.

We do not consider stem cell donation, any donation for assisted reproduction purposes or blood donations to be transplant procedures under this section and **we** will pay the cash lump sum under this section only once during the life of **your membership**.

6.8 Back to work benefit

If **your** claim meets definition **A** of **incapacity** and **you** were working in **your occupation** immediately before the start of **your** claim, **you** can claim back to work benefits to help facilitate **your** return to remunerative work. **You** cannot claim back to work benefit if **we** have been paying **you benefits** for less than one month. **We** will reimburse the cost of third party services **you** use, minus any amounts reimbursed by others, designed to assist with **your** return to work. The payment of back to work benefit will be made monthly in arrears and will be subject to the following conditions:

- **we** authorise the expenditure in advance
- the services must relate to the **incapacity you** have been claiming for
- **your specialist** has recommended the services.

The maximum amount **we** will pay under this section is £3,000 over the life of **your membership**.

6.9 Hospitalisation benefit

If **you** are hospitalised as a result of **your incapacity we** will pay **you** hospitalisation benefit after **you** spend at least seven consecutive nights in a hospital during **your deferred period**.

For **your** eighth and subsequent nights' stay, **we** will pay **you** hospitalisation benefit equal to 1/30th of **your** qualifying monthly **cover** up to a maximum of £150 for every night **you** spend in the hospital, until:

- **you** leave the hospital
- the end of **your deferred period**
- **we** have paid the hospitalisation benefit for 90 nights' stay
- **your plan** ends.

This feature is not available for **cover** with a **deferred period** of less than three weeks.

6.10 Extra benefit for terminal claims

If **you** die during a period when **we** are paying **your** claim, from the same **incapacity** as that for which **you** are claiming, **we** will uplift **your** final **benefit** payment by six times the monthly **benefit** payable at the time of **your** death.

6.11 Family carer benefit

We will pay **you** up to £1,950 per month or an amount equal to **your cover** if lower, if:

- **your** spouse, civil partner or child meets definition **C** of **incapacity** as a result of a **permanent** and **irreversible** illness or injury occurring after the start of **your plan**
- **your** spouse, civil partner or child is diagnosed with a **terminal condition** after the start of **your plan**.

The payment of the family carer benefit will be subject to the following conditions:

- **you** must stop working completely to care for **your** spouse, civil partner or child
- the family carer benefit is not payable if **you** have not been paying **your** full premiums for at least the past 12 months
- **you** must not be receiving any other payments from **us** under **your membership**.

We will pay the family carer benefit until the earliest of:

- **you** make a claim under **your membership** and **we** make any payments to **you**
- the end of **your plan**
- **you** have received the family carer benefit for a maximum of two years over the life of **your plan**
- the death of the person on whose account **you** are claiming the family carer benefit or they stop meeting definition **C** of **incapacity** or the condition is no longer a **terminal condition**.

We will not pay the family carer benefit if **you** do not give **us** the evidence **we** ask for to properly assess **your** claim for the family carer benefit.

6.12 Dentists employed in the National Health Service

If **you** are employed directly by the National Health Service in the **UK** immediately before the start of **your incapacity** and **you** have insured **your** income from this employment using **cover** split equally between a **deferred period** of 26 and 52 weeks, in the event of a valid claim, **we** will reduce these **deferred periods** to match **your** actual National Health Service sick pay entitlement, subject to:

- a minimum effective **deferred period** of 4 weeks
- **you** having been in employment with the National Health Service for less than five years
- **your** sick pay entitlement is less than the maximum of six months full pay and six months half pay.

This section does not apply to **your** income from any other employer.

7 Customisable features of the plan

7.1 Guaranteed increase in cover

If the guaranteed increase in cover option applies to **your cover**, as shown in **your benefit statement**, **you** can ask **us** to increase **your cover** without providing further medical evidence, subject to the following conditions:

- **your** premiums will increase as a result of the additional **cover**
- **we** may ask **you** to provide evidence of **your** increased income to support **your** request for the additional **cover**
- the total increase under this section cannot be more than 40% of the initial value of the **cover**
- **you** cannot increase **your cover** by more than £1,100 per month at any one time
- there must be a minimum of six months between any two requests for an increase in **cover** under this section
- **your** additional **cover** will be on the same terms and conditions as **your** initial **cover** except that the guaranteed increase in cover option will not apply
- **you** cannot increase **your cover** under this section during **incapacity** or until **you** have recovered fully from **your incapacity** and completed at least six months of full time work in **your occupation** working at least 28 hours per week.

If **we** accept **your** request, **we** will write and confirm the start date of **your** additional **cover**.

7.2 Inflation linked cover

If the inflation linked cover feature applies to **your cover** as shown in **your benefit statement** then **your cover** will increase in January each year in line with inflation, subject to the following conditions:

- **your** first increase will be in the January following the first anniversary of **your cover** based on the 12 month change to the **UK** Consumer Price Index as at the previous September
- **your** premiums will increase, if **you** accept the increase in **benefits** under this option
- the maximum annual increase under this option cannot exceed 7.5%
- the total increases under this feature, over the life of **your plan**, cannot exceed 200% of **your** initial **cover**.

If **your cover** is increased under this option during **incapacity** or when reduced **benefits** are being paid, **we** will not pay increased **benefits** under the **cover** until **you** have recovered fully from **your incapacity** and completed at least six months of full time work in **your occupation** working at least 28 hours per week.

You can refuse the additional **cover** under this option by completing and returning the form **we** send **you** with the letter notifying **you** of the increase at least 15 days before the increased **benefits** take effect. If **you** refuse the additional **cover**, **we** will stop increasing **your cover** under this option until **you** ask **us** to resume doing so in writing and **we** will do so from the January after receiving **your** instructions.

If the change in the index is negative, **we** will not make any further changes to **your cover** until the index rises above the level which last resulted in an increase in **your cover**.

We may, at **our** discretion replace the **UK** consumer price index with another suitable index.

7.3 Reducing benefits

If the reducing benefits feature applies to **your cover** as shown in **your benefit statement** then **your benefit** payment will be paid at:

- the full rate for the first 6 months of **incapacity**, then
- 50% of the initial rate for the next 6 months, and then
- 30% of the initial rate until the end of **your** claim, subject to **our** normal terms and conditions

This feature is only available if **your cover** does not have **deferred period**.

7.4 Level benefits

If the level benefits feature applies to **your cover** as shown in **your benefit statement** then **your benefit** payments will be paid at a constant rate until the end of **your** claim, subject to **our** normal terms and conditions.

7.5 Inflation linked benefits

If the inflation linked benefits feature applies to **your cover** as shown in **your benefit statement** then **your benefit** payments will increase in January each year in line with inflation, subject to the following conditions:

- **your** first increase will be in the January after **your benefit** has been in payment for 12 months based on the 12 month change to the **UK** Consumer Price Index as at the previous September
- the maximum annual increase under this option cannot exceed 7.5%
- the total increases under this feature, over the life of **your plan**, cannot exceed 200% of the starting amount of **your benefit**
- **your cover** will not change as a result of any increases in claim payments under this feature and any future claim will be based on **your cover** at that time

If the change in the index is negative, **we** will not make any further changes to **benefits** until the index rises above the level which last resulted in an increase in **your benefits**.

We may, at **our** discretion replace the **UK** consumer price index with another suitable index.

7.6 Enhanced benefits for severe incapacity

If the enhanced benefits for severe incapacity feature applies to **your cover** as shown in **your benefits statement** and:

- in addition to satisfying **your** normal definition of **incapacity**, **your** claim also satisfies the definition **C** of **incapacity**
- **your** claim has been in payment for at least two years

We will increase **your** regular **benefit** payments by an additional amount equal to 25% of the **benefit** payable at the start of **your** claim, for the remainder of **your** claim.

We will disregard the amounts payable under this section in calculating **your** maximum **benefits**. The additional payments under this section will stop when **your** claim ends.

7.7 Extending the expiry date of your cover

We may, at **our** discretion, invite **you** to apply to extend the **expiry date** of **your cover** up to a maximum age of 75 years.

If **we** accept **your** application for extending the **expiry date** of **your cover**, the guaranteed increase in cover and level premium features will not be available in the period covered by the extended **expiry date**.

8 Surpluses and bonuses

8.1 Participation units

The maximum **participation units you** can hold under the **plan** are calculated as the monthly value of **your cover**, excluding any future inflation linked increases and lump sum benefits and dividing this figure by 10. The **board**, in its absolute discretion, has the right to reduce this maximum limit for such period as it considers it reasonable.

You must hold such minimum **participation units** as **we** specify from time to time.

You can ask **us** to change **your participation units** within the permitted limits at any time between the start of **your plan** and the **expiry date**.

8.2 Distributions

We may distribute **our** surpluses by adding bonuses to **your bonus account**, by paying bonuses on withdrawal of funds from **your bonus account** or in any other way, **we** consider appropriate. The bonuses and the detailed terms and conditions governing the distribution will be determined by the **board** based on the advice of the **actuary**.

The funds from **your bonus account** are payable to **you** at the **expiry date** of **your plan**. If **you** die, **we** will pay the funds from **your bonus account** to **your** estate once **we** are given the original grant of probate, or equivalent and after any payments to **your** nominees.

If **your plan** and **membership** are cancelled by either party or **you** withdraw funds from **your bonus account** before the **expiry date**, **we** will apply an early cancellation charge as determined by the **board** from time to time. If **your plan** and **membership** is cancelled within the first two years, then **you** will not receive anything from **your bonus account**.

If **you** cancel **your plan** and subscribe to another plan **we** offer, **you** can keep **your bonus account** with **us**. **Your bonus account** will be paid up but continue to be subject to the relevant terms and conditions governing the plan.

8.3 Bonus account reductions

If **our** income and undistributed surpluses are insufficient to meet **our** expenses, claims or provisions, the bonuses previously added to **your bonus account** can be used to make up the shortfall. In case of such a shortfall, the **board** will have complete discretion on how any shortfall will be shared across different plans and groups of **members**.

We can also apply a **bonus account** reduction when **you** cancel **your membership** or withdraw the funds from **your bonus account**. **We** will only do this to ensure the fair treatment of **our members** and any reduction will be calculated by reference to the level the amount taken exceeds the value of the underlying assets. The decision to apply a **bonus account** reduction must be approved by the **board** and the **actuary**.

9 General

9.1 Currency

This **plan** is only available in Pounds Sterling.

We will collect premiums from **your** personal bank account in the **UK** in Pounds Sterling and **we** will only pay **benefits** and funds from **your bonus account** into the bank account **you** use to pay **your** premiums. However, if **we** consider it appropriate, **we** reserve the right to make these payments to **you** by cheque.

If **you** pay **us** by debit card or bank transfer, **you** are responsible for settling any bank charges which may be incurred by either party. **We** do not accept payments by cheque or credit cards.

If the currency of the **UK** changes, **we** will change the currency of **your plan** accordingly.

9.2 Nominations and assignment

You can nominate another person to receive any amount from **your bonus account** when **you** die, subject to the limits set out under **UK** law.

The nomination cannot be in favour of one of **our** employees or directors, unless they are **your family member** and it must be witnessed by a person who is not the beneficiary or a **family member**.

We reserve the right to, refuse to accept **your** nomination of an individual as a beneficiary, and to undertake such checks as **we** consider appropriate to verify the beneficiary and their entitlement before releasing any funds.

You can cancel or change **your** nomination at any time. If **you** marry, enter into a civil partnership, divorce or dissolve **your** civil partnership, this will invalidate **your** nomination.

This **plan** and the **benefits** cannot be put into a trust, assigned, charged, used as a security or transferred to anybody else.

9.3 Cancellation

Your plan will automatically end at the **expiry date** but **you** can cancel **your plan** and **your membership** earlier by asking **us** to do this in writing. **We** will do this from the later of the date **you** have specified or the date **we** receive **your** written instructions. **We** will not backdate any request for the cancellation of **your plan** and **we** reserve the right to deduct any premium arrears from the funds from **your bonus account**.

We have the right to cancel **your plan** and **your membership** before the **expiry date** or from its start if appropriate, if:

- **you** do not give **us** any permissions **we** need to administer **your membership** or manage **our** affairs effectively
- **you** enter into voluntary arrangements or composition with **your** creditors, bankruptcy or winding up proceedings are started against **you** or a receiver, administrator or an administrative receiver is appointed over any of **your** assets or if **you** enter into voluntary or compulsory liquidation (except for the purposes of a solvent amalgamation or reconstruction)
- **you** don't pay **your** premiums in full by the due date
- **you** don't repay any overpaid **benefits** in full within 30 days of **us** requesting repayment
- **you** don't give **us** the information **we** reasonably request within the time limits **we** specify
- **you** are in breach of the terms and conditions of the **plan** and **you** fail to remedy the breach within 30 days of being notified
- **you** are convicted of an offence which carries a custodial sentence or one involving corruption or dishonesty such as fraud, theft, deception, misrepresentation or misappropriation of funds
- **you** are barred or suspended from **your occupation** by **your** employer or another competent authority for any reason other than **incapacity**
- **you** have acted dishonestly, concealed or misstated information in **your** dealings with **us**.

9.4 General

We may offer discounts and promotional terms to existing and new **planholders** for such duration and terms as **we**, in **our** absolute discretion, consider appropriate and **we** may withdraw these at any time and without prior notice.

We will not take any instructions from another person about **your plan**, unless **you** give **us** specific written instructions authorising **us** to do so or they give **us** the original power of attorney authorising them to act on **your** behalf.

You are responsible for any tax liabilities and charges arising on **your** premiums, **benefits**, bonuses and any other payment under the **plan**.

All communication between us, regarding this **plan**, will be in English.

Dentists' Provident

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